

# CENTRE FOR TRADE AND INVESTMENT LAW (CTIL), IIFT, NEW DELHI

6th Floor NAFED House, Siddhartha Enclave, Ashram Chowk, Ring Road, New Delhi-110014

Tender No: **CTIL/IIFT/2021-22/RP/21**

Date: 26/11/2021

## Notice Inviting Tender for Hiring of Transport Services at CTIL, New Delhi

Centre for Trade and Investment Law (CTIL), Indian Institute of Foreign Trade (IIFT), New Delhi invites **offline bids** in Two Bids system from reputed, experienced and financially sound parties. The Tender documents can be downloaded from Institute Website <http://www.iift.edu> and Central Public Procurement (CPP) Portal <https://eprocure.gov.in/epublish/app> to be submitted offline only up to the last date & time of submission of tender.

### Critical Dates of Tender:

| Sl. No | Particulars   | Date   | Time     |
|--------|---|--|----------|
| 1.     | Date and Time of Publication / Download of Tender                     | 26.11.2021   | 03.00 pm |
| 2.     | Bid Submission Start Date and Time                                    | 26.11.2021   | 03.00 pm |
| 3.     | Bid Submission Close Date and Time                                    | 20.12.2021   | 03.00 pm |
| 4.     | Opening of Technical Bids   | 21.12.2021   | 03.00 pm |
| 5.     | All the communications with respect to the Bid shall be addressed to: | Sr. Admin. Executive, CTIL<br>Centre for Trade and Investment Law (CTIL), IIFT<br>6th Floor NAFED House, Siddhartha Enclave, Ashram Chowk, Ring Road, New Delhi-110014<br>Ph.: 011-38325612<br>Email: <a href="mailto:jitenderdas@iift.edu">jitenderdas@iift.edu</a> |          |

## I. ABOUT CENTRE FOR TRADE AND INVESTMENT LAW (CTIL), NEW DELHI

The Centre for Trade and Investment Law (CTIL) was established in the year 2016 by the Ministry of Commerce and Industry, Government of India, at the Indian Institute of Foreign Trade (IIFT). The Centre's primary objective is to provide sound and rigorous analysis of legal issues pertaining to international trade and investment law to the Government of India and other governmental agencies.

## II. EARNEST MONEY DEPOSIT

As per the Ministry of Finance, Department of Expenditure an amendment to GFR Rule 170 vide Office Memorandum No. F.9/4/2020-PPD dated 12/11/2020, the bidders are requested to submit a Declaration instead of Bid Security. The declaration format at **Annexure-I**.

## III. Estimated tender cost is approximately Rs. 2,50,000.00 (Rupees Two lakhs fifty thousand only)

#### IV. IMPORTANT DOCUMENTS, ELIGIBILITY CRITERIA

The prospective bidder shall furnish the following documents:

- a. Self-attested copy of PAN card.
- b. Agency/Company Registration Certificate.
- c. Self-attested GST Registration Certificate copy.

#### Eligibility Criteria

- a) The Bidder should give self-declaration certificate for acceptance of all terms and conditions of tender documents. A duly completed certificate to this effect is to be submitted as per the **Annexure-II**.
- b) The firm should be neither blacklisted by any government department nor should there be any criminal case registered/pending against the firm or its owner/partners anywhere in India. A duly completed certificate to this effect is to be submitted as per **Annexure-III**.
- c) The firm should attach list of Work Orders/ documentary evidence where the similar type of work has been executed during last three years. The details of the same along with supporting document are to be submitted as per the **Annexure-IV**.
- d) The firm should own minimum of three vehicles of each type. The photocopy of their RC, fitness, permit and necessary documents to be attached. The vehicle should not be more than 3 years old.

#### V. FINANCIAL BID DETAILS

Financial bid may be submitted as per **Annexure- V** available with the tender failing which the offer is liable for rejection. Kindly quote your price inclusive of all taxes and charges as per the scope of work.

#### VI. BID VALIDITY PERIOD

The bid will remain valid for 90 days from the date of opening of bid as prescribed by CTIL, New Delhi. A bid valid for a shorter period shall be rejected, being non-responsive.

#### VII. Submission of BID

Sealed tender should be submitted in a two-bid System. Technical bid shall be submitted as Part I. Financial bid shall be submitted as Part II. Both Part I & II must be submitted / deposited in large sealed envelope to the tender box placed at “Centre for Trade and Investment Law (CTIL), New Delhi, Main Gate”. The envelopes must be scribed “**Tender for Hiring of Transport Services**”. **Tender No. CTIL/HFT/2021-22/RP/21**, date: **26.11.2021** of Centre for Trade and Investment Law, New Delhi. Technical bid must contain details of vehicle under vendor’s ownership/services to be provided as per **Annexure-VI**. Financial bid must strictly be as per Performa provided (**Annexure - V**) on letter-head of the tenderer. In the event of the specified date for the submission of tender offer being declared a holiday, the offer will be received on the appointed time on the next working day and such bid will be opened accordingly.

#### VIII. BID EVALUATION

CTIL, New Delhi evaluates the Financial Bid of said Bidders who qualify the Technical Bid criteria and comply with the required qualifications. The Financial Bid with the lowest price for all vehicles will be the L1 bid. The bidders must necessarily quote for all vehicles. In case the L1 vendor is not the lowest for some vehicles, he would need to match the lowest bid for such vehicles. The eligible bidder who will quote the lowest price for all vehicles will be awarded the contract.

## IX. CLARIFICATION OF BIDS

- (A) A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing by E-mail of the Purchaser as indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives 5 days prior to the date of opening of the Tenders. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have received the bid documents.
- (A) Any clarification issued by CTIL in response to query of prospective bidders shall form an integral part of bid documents and shall amount to an amendment of the relevant clauses of the bid documents.

## X. PAYMENT TERMS

No advance payment will be made in any case. Bills in original should be sent and payment shall be released generally within 30 days, only after it is ensured that the services availed are to the entire satisfaction of CTIL, New Delhi.

The payment will be made only for those duty slips which have been signed by the officer/staff/ guest using the vehicle. It will be responsibility of the taxi driver to get the duty slips signed by the officer / staff /guest on completion of duty. No payment will be made for unsigned duty slips. Duty Slip should be completed in all respect i.e., Time and Odometer Reading at the time of commencement of journey from Institute / or reporting point, Time and Odometer Reading at the time of journey at Institute / destination, total run of vehicle and places visited for work in route (if any)].

## SCOPE OF WORK/TECHNICAL SPECIFICATIONS

- (a) The duration of the contract will be initially for **One year** and it can be further extended for another period of one year by mutual consent but not more than **two times**. The rates and terms & conditions will be same for the contract period including extension, if any.
- (b) The Vehicle should be well-furnished, in proper running condition, should be the latest models, should not be more than **3 years old**. (from the date of manufacturing/ registration) and also should not have covered more than **50,000 Kms.** on the date of entering into the rate contract.
- (c) The Contractor shall bear all costs on account of fuel, oil, spares, comprehensive insurance, repair and maintenance etc. of the vehicles. The salary and other costs of the driver shall also be borne by the contractor. Unauthorized LPG Gas kits are not allowed as a fuel in any car.
- (i) There should be a first aid box, GPS navigation system and air freshener spray in the vehicle for drop and pick-up.
- (ii) CNG Gas kits are allowed as a fuel in any vehicles, as per the government norms.
- (d) The Institute shall not be responsible for repairing and maintenance of vehicles including consumables. The Institute will not bear any other charges. In case of break down/servicing/repair, the contractor shall provide alternate vehicle of same Make and model failing which vehicle shall be hired from any other sources at the risk and cost of the contractor.
- (e) The contractor shall provide names, addresses of the drivers along with their driving licence number and copies **within one week** after award of the contract.
- (f) The Contractor shall provide well-behaved drivers essentially in white uniform. The Drivers should possess valid driving licence and knowledge of different routes in **Delhi and NCR**. The reporting time, place, address, etc. should be strictly followed by Contractor. For airport/railway station pick up, drivers to display the welcome placard and receive the passengers, as directed. Contractor is to provide the vehicle within 30

minutes of the requisition. Delay more than 45 minutes will attract fine at discretion of the Institute. The vehicle shall be available 24x7 and on holidays also.

- (g) Delhi, NCR route price should be quote by Delhi / NCR local contractor only.
- (h) The contractor shall not employ any person who has not completed eighteen years of age. The contractor shall comply with all the statutory provisions as laid down under various Labour Laws/Acts/Rules like Minimum Wages, Provident Funds, ESI, Bonus, Gratuity, Contract Labour Act and other Labour Laws/Acts/Rules in force from time to time at his own cost. In case of violation of any such statutory provisions under Labour Laws or any other law applicable by the Contractor, there will not be any liability on the CTIL, New Delhi.
- (i) The drivers should strictly follow all the Traffic Rules and Regulations as prescribed by the Govt. Authorities. The Institute will not be responsible for the reimbursement of any charges, charged by Govt. Authorities for violation of any traffic rules and regulations.
- (j) The vehicles sent for services should be kept neat and clean, both inside and outside. Cleanliness of vehicles must be properly maintained. Vehicle Seats must be properly covered with clean white cover. Otherwise the vehicle may be rejected and sent back. No payment shall be made on account of vehicle so rejected.
- (k) The Contractor must ensure that driver is not under the influence of alcohol or other intoxicants while performing their duties for the Institute. In no case, the driver should be allowed to smoke while driving the vehicles. No other person except the driver shall be permitted in the vehicle while transporting the guests.
- (l) The contract will ensure that all necessary documents (Registration Certificate, Valid Insurance, Permit, Pollution Control Certificate etc.) are in the personal custody of the licensed drivers.
- (m) In case of accident, any compensation claims arising out of such accident shall be made by the contractor in accordance with the law which is in force to each or every one of the effected persons or their legal heirs depending upon the merits of each individual case. He would also indemnify the Institute for any loss, damage of property or life arising out of negligence of driver or poor maintenance of vehicle. The driver should always remain with the vehicle during entire period of duty. In case of any urgency, the driver may seek permission of the user / Institute.
- (n) Payment will be made for total kilometres run by taxi for CTIL, New Delhi (i.e. Closing Meter Reading at CTIL, New Delhi minus Opening Meter Reading at CTIL, New Delhi PLUS twice the actual distance from garage to CTIL, New Delhi or sixteen kilometres (i.e. eight kilometres each way from garage to CTIL, New Delhi and back), whichever is less. However, it will not be applicable for pick-up & drop services for Airport & Railway Stations. If the reporting place is different from CTIL, New Delhi, in such cases, the meter reading would be permitted from garage to garage.
- (o) The pre-receipted bill shall be submitted in duplicate of hired vehicles, duly supported by the duty slip properly signed by the user / authorized person, and requisite documents [receipt(s) of payment of toll taxes, parking fees] on monthly basis. Payment to the Contractor will be made by account payee cheque/NEFT after deduction of TDS / any other Statutory Provision.
- (p) In case condition of vehicles is not found to be satisfactory, it will be returned for immediate replacement. In case no replacement is provided in time, Institute has the right to hire a vehicle from local market and additional cost incurred by the Institute will be borne by the Contractor and same will be deducted from the monthly bill.
- (q) The CTIL, New Delhi will be under no legal obligation to provide employment to any of the personnel of the contractor after expiry of agreement period and the Department recognizes no employer-employee relationship between the CTIL, New Delhi and the personnel deployed by the contractor/agency.

- (r) Any person who is in Government service or an employee of CTIL, New Delhi should not be made partners to the contract by the contractor directly or indirectly in any manner whatsoever.
- (s) CTIL may at any time terminate the contract by giving 15 days written notice to the contractor without compensation to the contractor, if the contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of CTIL.
- (t) CTIL, New Delhi reserves the right to accept or reject any or all offers without assigning any reasons thereof.
- (u) The contract will be awarded on the basis of the terms and conditions stipulated hereinabove and no other terms and conditions offered by the party will be acceptable.
- (v) The intending party must own **minimum 3 numbers of vehicles**.
- (w) The maintenance cost, Charges of petrol, road tax, permit fee, passenger tax, Challans, salary of the driver, the overtime of driver etc., are the responsibility of the contractor for which no payment shall be made by CTIL, New Delhi.
- (x) Toll tax, parking charges and GST shall be reimbursed by the Institute against the production of documentary evidences. However, no Permit fee/ Passenger tax/ road tax shall be paid by CTIL, New Delhi.
- (y) All vehicles provided for the duty should be with the driver having commercial license.
- (z) All disputes will be subject to Delhi jurisdiction.
- (aa) The rate contract is intended to be entered into with one or more parties after assessing the rates quoted by them for different types of services in a composite manner taking an overall view for all types of the services.
- (bb) The requirement indicated is only approximation for rough idea. No guarantee of business can be given based on the same.
- (cc) The selected party shall execute an agreement with CTIL containing detailed terms & conditions. The cost of registration of agreement, if any, shall be borne by the bidder. The format of the agreement is given in **Annexure – X**.
- (dd) Since tender has been invited through e-publishing process, the tender shall be opened at IIFT, New Delhi. IIFT Tender Opening Officers as well as authorized representatives of bidders can attend the Bid Opening Event. Letter of Authorization for Attending Bid Opening Event is attached at **Annexure-XI**.
- (ee) All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translation to be true copy in addition to the relevant certificate.
- (ff) All computer generated documents should be duly signed / attested by the bidder / vendor organization and all the documents must be submitted in sequence, starting with page No. 1 as “Index”.

## **XI. TERMS AND CONDITIONS**

- A. **Performance Bank Guarantee:** The successful bidder must submit a Performance Bank Guarantee in favour of Indian Institute of Foreign Trade (IIFT) for an amount equivalent to 3% of the order value within 10 days of award of the contract. It can be deposited in the form of Bank Guarantee with validity period beyond 60 days of the completion of the contract period.
  - a) Performance Bank Guarantee will be fortified if the firm fails to perform any of the terms or conditions of the contract, besides the firm may also be black listed.
  - b) Performance Bank Guarantee should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier.
  - c) Performance Bank Guarantee amount will be refunded to the firm without any interest, whatsoever after it duly performs and completes the contract in all respects.

**B. Force Majeure:**

- a) In case of any situation, incident or any other act of god which is beyond the control of the agency happened and the agency foresee a delay in accomplishing the Scope of Work, such incident to be immediately reported to CTIL with a request, with proper justification for the expected interruption and duration, for extension of the date of submission maximum for 1 week time.
- b) CTIL has the full right to decide the request under Force Majeure based on the factual situation.

**C. Liquidated Damage:**

- (a) The date of start of services specified in the work order should be deemed to be the essence of the contract and the services should be started on that date. Extension will not be given except in exceptional circumstances. Should, however, the service be started after the date specified in the work order, such starting of services will not deprive CTIL of its right to recover liquidated damages as per Clause C(b) below.
- (b) Should the contractor fail to start services on specified date, CTIL shall be entitled to recover liquidated damages to the extent of the difference in charges incurred by CTIL in making alternative arrangements along with penalty of Rs.1,000/- per day for the delayed period.

**D. Penalty Clause:**

In case the contractor fails to execute / perform the assigned works or part thereof, CTIL shall be authorized to make suitable deductions as deemed fit by CTIL from the bills of the contractor and damages will be charged to the extent of loss.

**E. Arbitration:**

- (a) Except as otherwise provided elsewhere in the contract, in the event of any disputes, controversy or differences arising out of or related to this agreement or the breach, termination or invalidity thereof between the parties, such party or parties shall make a request to the other party or parties to amicably settle such differences or disputes and parties shall thereupon make every effort to settle the same amicably within a period of 60 (Sixty) days from the date of making of such request.
- (b) Where parties are unable to settle the disputes through conciliation, the same shall be referred to the Director IIFT for referral of such disputes to a sole arbitrator, to be mutually decided by the parties, as per the provisions of the Arbitration and Conciliation Act, 1996, any amendment thereof, and any notification issued or rules made there under from time to time. The venue of the arbitration proceeding shall be IIFT Delhi Centre.

- F. The policy of the Govt. of India to encourage “Make in India” and promote manufacturing and production of goods and services in India as per the revised “Public Procurement (Preference to Make in India), Order 2017”, circulated by the Department of Promotion of Industry and Internal trade, Ministry of Commerce & Industry, Govt. Of India vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 will be applicable for this tender.

**G. NEAR-RELATIONSHIP CERTIFICATE:**

The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and CTIL will not pay any damage to the

company or firm or the concerned person.

The Company or firm or the person will also be debarred for further participation in the tenders in the concerned unit.

The near relatives for this purpose are defined as:-

(a) Members of a Hindu undivided family.

(b) They are husband and wife.

(c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

The format of the certificate is given in **Annexure - VII**.

H. Restrictions on procurement from a bidder of a country which shares a land border with India [Order (Public Procurement No.1) of DOE, Public Procurement Division, No. F.No.6/ 18/2019-PPD, dt. 23.7.2020] and amendments/ clarifications issued subsequently by DOE shall be applicable to this tender.

I. Any bidder from a country which shares a land border with India will be eligible to bid against this tender only if the bidder is registered with the Competent Authority [Department for Promotion of Industry and Internal Trade (DPIIT)] as specified in Annex-I of Order (Public Procurement No.1) Dated 23.07.2020.

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this order means:-

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means;

a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;

b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or

ownership.

V. An agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

VII. Explanation-Certificate regarding restrictions on procurement from a bidder of a country which shares a land border with India (**Annexure - VIII**).

**I. Preference to Make in India:**

(i) The Provisions contained in Public Procurement (Preference to Make in India) Order, 2017 as amended by OM No. P-45021/2/2017-PP(BE-II) dt.16.9.2020, further as amended from time to time if any, shall be applicable for this tender.

(ii) The margin of purchase preference applicable is 20% or as decided by the relevant Nodal Ministry for the item from time to time.

(iii) The minimum local content for Class-I and Class-II local suppliers shall be 50% and 20% respectively or as decided by the relevant Nodal Ministry for the item.

(iv) Procurements where the estimated value is less than Rs.5.00 lakhs shall be exempt from this order.

(v) Verification of local content:

a) For procurement value upto Rs.10 crores: The Class-I local supplier/ Class-II local supplier at the time of tender, bidding or solicitation shall be obliged to indicate percentage of local content and provide self-certification (as per **Annexure-IX**) that the item offered meets the local content requirement for Class-I local supplier/ Class-II local supplier as the case may be. They shall also give details of the location(s) at which the local value addition is made.

(b) For procurement value above Rs. 10 Crores: The Class-I local supplier/ Class-II local supplier at the time of tender, bidding or solicitation shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. Tenderers shall submit Declaration as per **Annexure-IX** in their technical bid.

**XII. Other Conditions**

- a) CTIL, New Delhi reserves the right to accept or reject any or all the tenders in part or in full or may cancel the tender, without assigning any reason thereof.
- b) CTIL, New Delhi reserves the right to relax / add / amend / omit any of the terms and conditions contained in the Tender Document and the same will be published in CPP portal and Institute's website.
- c) In case the bidders/successful bidder(s) are found in breach of any condition(s) at any stage of the tender, Performance Security shall be forfeited.
- d) Conditional tenders will not be considered in any case.
- e) CTIL, New Delhi shall not be responsible for any postal delay, non-receipt or non- delivery of the Bids.

**CTIL, New Delhi may issue amendment/corrigendum to tender documents before due date of submission of bid. Any amendment/corrigendum to the tender document if any, issued by CTIL, New Delhi will be posted on CPP Portal and IIFT, New Delhi website. For the bidders, submitting bids on downloaded tender document, it is 'bidders' responsibility to check for any amendment/corrigendum on the website of IIFT, New Delhi or check for the same CPP Portal before submitting their duly completed bids.**

**Declaration for Bid Security**

I \_\_\_\_\_ Son/ Daughter/ Wife of \_\_\_\_\_ on behalf of the \_\_\_\_\_ (Name of Company) do hereby declare that if we withdraw or modify our bids for the Tender during the period of validity, or if we are awarded the contract and we fail to sign the contract or to submit a performance security before the deadline defined in Tender, we will be suspended for a period of 1 year from being eligible to submit Tender /Proposal for contracts with CTIL.

Name

Company

Signature with Seal

To

Sr. Admin. Executive, CTIL  
Centre for Trade and Investment Law  
(CTIL), IIFT  
6th Floor NAFED House, Siddhartha  
Enclave, Ashram Chowk, Ring Road,  
New Delhi-110014

**Sub: - Self Declaration Certificate**

Ref: - Tender No. ----- dated -----

(Notice Inviting Tender for Hiring of Transport Services at CTIL, New Delhi).

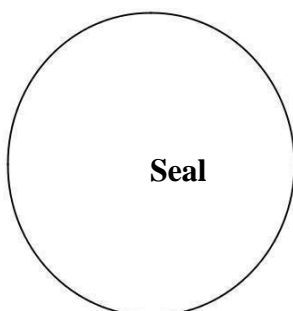
Dear Sir,

I am/ We are offering our competitive bids against above referred Notice Inviting Tender for Hiring of Transport Services at CTIL, New Delhi. I / We hereby reconfirm and declare that I / We have carefully read, understood and complying the above referred tender document including instructions, terms and conditions, specifications, schedule of quantities and all the contents stated therein.

I / We also confirm that the rates quoted by me/us are inclusive of all taxes, duties etc, applicable as on date and are for CTIL, New Delhi.

**Date:**

**Place:**



**Authorized Signatory**

**Name:**

**Designation:**

**Contact No.:**

**Email ID:**

**CERTIFICATE**

**(to be provided on letterhead of the firm)**

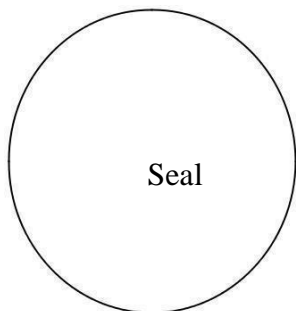
I hereby certify that the above firm is neither blacklisted by any Central / State Government / Public Undertaking / Institute nor is any criminal case registered/pending against the firm or its owner/partners anywhere in India.

I also certify that the above information is true and correct in all respects and if at a later date it is found that any details provided above are incorrect, then any contract given to the above firm may be summarily terminated and the firm will be blacklisted.

Seal

**Date:**

**Place:**



**Authorized Signatory**

**Name:**

**Designation:**

**Contact No.:**

**Technical Bid- (Agency Details)**

| 1           | Name of the Organization/Agency/Firm  |  |             |   |                           |       |         |       |         |       |
|-------------|---|--|-------------|---|---------------------------|-------|---------|-------|---------|-------|
| 2           | Name of the Authorized Persons/Proprietor/Director/Head/Manager/Contact Persons of the organization                               |  |             |   |                           |       |         |       |         |       |
| 3           | Phone No.   |  |             |   |                           |       |         |       |         |       |
| 4           | Mobile No.  |  |             |   |                           |       |         |       |         |       |
| 5           | Email address   |  |             |   |                           |       |         |       |         |       |
| 6           | Website, if any   |  |             |   |                           |       |         |       |         |       |
| 7           | Address for Communication (with pin code).  |  |             |   |                           |       |         |       |         |       |
| 8           | Year of Registration /Establishment of Firm/Agency  | <p>_____ Year</p> <p>Please enclose self-attested copy of required documents- in case of Proprietor – Registration with Shop &amp; Establishment Authorities or equivalent authorities, in case of Partnership – Partnership Deed, In case of company – Certificate of Registration and Memorandum of Association.</p>   |             |   |                           |       |         |       |         |       |
| 9           | Average annual turnover from the business of hiring of vehicles   | <p>Your average annual turnover should be not being less than 30% of estimated value of group for which you are submitting your tender during the last three financial years. (Please enclosed copy of annual accounts showing turnover)</p> <table> <tr> <th><u>Year</u></th> <th><u>Turnover (Rs.)</u></th> </tr> <tr> <td>2020-21</td> <td>_____</td> </tr> <tr> <td>2019-20</td> <td>_____</td> </tr> <tr> <td>2018-19</td> <td>_____</td> </tr> </table>  | <u>Year</u> | <u>Turnover (Rs.)</u>                                     | 2020-21                   | _____ | 2019-20 | _____ | 2018-19 | _____ |
| <u>Year</u> | <u>Turnover (Rs.)</u>   |  |             |   |                           |       |         |       |         |       |
| 2020-21     | _____   |  |             |   |                           |       |         |       |         |       |
| 2019-20     | _____   |  |             |   |                           |       |         |       |         |       |
| 2018-19     | _____   |  |             |   |                           |       |         |       |         |       |
| 10          | Experience and Turnover from business of car hiring services  | <p>The bidder should have experience of satisfactory completion of similar works in the preceding three years in any of the reputed organizations as follows (Please enclose copy of relevant work order /contract / LoI):-</p> <p>(i) Three similar contracts valuing not less than 40% of the per annum estimated value for the group for which you are submitting the tender; or</p> <p>(ii) two similar contracts valuing not less than 50% of the per annum estimated value for the group for which you are submitting the tender; or</p> <p>(iii) one similar contract valuing not less than 80% of the per annum estimated value for the group for which you are submitting the tender.</p> |             |   |                           |       |         |       |         |       |
| 11          | No. of Drivers and List of Vehicles registered under private and commercial vehicle category (minimum three vehicles to be owned) | <p>No. of Drivers: _____ (attach list)</p> <p>Please enclose list of vehicle in following format:</p> <table border="1"> <tr> <th>S. No.</th> <th>Vehicle Make &amp; Model<br/>(Including year of manufacturing)</th> <th>Vehicle Registration No.)</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>  | S. No.      | Vehicle Make & Model<br>(Including year of manufacturing) | Vehicle Registration No.) |       |         |       |         |       |
| S. No.      | Vehicle Make & Model<br>(Including year of manufacturing)   | Vehicle Registration No.)  |             |   |                           |       |         |       |         |       |
|             |   |  |             |   |                           |       |         |       |         |       |

|     |  |   |
|-----|--|---|
| 12. | Details of PAN Card  | No. _____<br>Please enclose self-attested copy                    |
| 13. | Details of GST Registration  | No. _____<br>Please enclose self-attested copy                    |
| 14. | Annual Accounts for the last three financial years (2018-19, 2019-20 & 2020-21). It should reflect the turnover from the business of hiring the vehicles.<br>*In case Account for FY 20-21 is not yet audited, a self-attested turnover statement supported by documents may be attached.          | Copy to be enclosed   |
| 15. | Copy of Income tax returns for last three financial years (2018-19, 2019-20 & 2020-21).<br>*In case Account for FY 20-21 is not yet audited, a self-attested turnover statement supported by documents may be attached.  |   |
| 16. | List of educational Institutes / Government Organizations served during the last three financial years. Certificates of successful running / completion of the contracts for the said services from atleast two reputed Institutes / organization like IIM, IIT and others during the last 3 years | Please enclose the list of organizations and desired certificates |
| 17. | EARNEST MONEY DEPOSIT (Declaration)  | Please submit the same as per Annexure I.                         |
| 18. | Self declaration certificate for acceptance of all terms & conditions of the tender document   | Please submit the same as per Annexure II                         |
| 19. | Self declaration that neither the firm is blacklisted by any government department / PSU / Corporate nor is there any criminal case registered / pending against the firm or its owner / partners anywhere in India  | Please submit the same as per Annexure III                        |
| 20. | Certificate indicating commercial vehicles under your procession.  | Please submit the same as per Annexure VI                         |
| 21. | Near-Relation Certificate duly filled & signed.  | Please submit the same as per Annexure VII                        |
| 22. | Certificate regarding restrictions on procurement from a bidder of a country which shares a land border with India   | Please submit the same as per Annexure VIII                       |
| 23. | Local content Declaration & Self Certification towards preference to Make in India.  | Please submit the same as per Annexure IX                         |
| 24. | Any other supporting statutory document / certificate you may like to enclose  |   |

**Date:**  
**Place:**

**Signature and Seal of the Tenderer:**  
**Name in Block Letter**  
**Designation:**  
**Contact No:**  
**Full Address:**

**FINANCIAL BID (TENDER NO. CTIL/IIFT/2021-22/RP/21) TENDER FOR HIRING OF TRANSPORT SERVICE FOR CTIL NEW DELHI**  
**Group (i) For Delhi**

| Sl. No | Particulars  | Airport/Railway Station<br>Pick up & drop<br>(Rs.) | Local trip 4<br>hrs. or 40<br>Kms<br>whichever is<br>earlier<br>(Rs.) | Full day 8 hrs.<br>or 80 kms<br>whichever is<br>earlier<br>(Rs.) | Full day 12<br>hrs. or 120<br>kms<br>whichever is<br>earlier<br>(Rs.) | Rate<br>per<br>extra<br>hour<br>(Rs.) | Rate<br>per<br>extra<br>Kms<br>(Rs.) | Night<br>Halting<br>Charges<br>(Rs.) |
|--------|--|--|---|--|---|---------------------------------------|--------------------------------------|--------------------------------------|
| (a)    | (b)  | (c)  | (d)   | (e)  | (f)   | (g)                                   | (h)                                  | (i)                                  |
| 1      | Swift Dzire/Etios<br>(AC/ Non-AC) or<br>equivalent |  |   |  |   |                                       |                                      |                                      |
| 2      | Innova or<br>equivalent                            |  |   |  |   |                                       |                                      |                                      |
| 3      | Honda City AC or<br>equivalent                     |  |   |  |   |                                       |                                      |                                      |
| 4      | Pick up Vehicle<br>(Tata<br>ACE)                   |  |   |  |   |                                       |                                      |                                      |
| 5      | Tempo Traveller                                    |  |   |  |   |                                       |                                      |                                      |

Note: 1. The Institute will reimburse the vehicle parking charges and toll tax charges on production of actual receipts.

2. No vehicle should be more than 3 years old.

Date:

Place:

Signature & Seal of the Bidder

**FINANCIAL BID (TENDER NO. CTIL/IIFT/2021-22/RP/21)**  
**TENDER FOR HIRING OF TRANSPORT SERVICE FOR CTIL**  
**NEW DELHI**

**Group (ii) For NCR**

| Sl. No | Particulars  | Airport/Railway<br>Station Pick up<br>& drop<br>(Rs.) | Local trip 4<br>hrs. or 40<br>Kms<br>whichever is<br>earlier<br>(Rs.) | Full day 8<br>hrs. or 80<br>kms<br>whichever<br>is earlier<br>(Rs.) | Full day 12<br>hrs. or 120<br>kms<br>whichever<br>is earlier<br>(Rs.) | Rate<br>per<br>extra<br>hour<br>(Rs.) | Rate per<br>extra<br>Kms<br>(Rs.) | Night<br>Halting<br>Charges<br><br>(Rs.) |
|--------|--|---|---|---|---|---------------------------------------|-----------------------------------|--|
| (a)    | (b)  | (c)   | (d)   | (e)   | (f)   | (g)                                   | (h)                               | (i)                                      |
| 1      | Swift Dzire/Etios<br>(AC/ Non-AC) or<br>equivalent |   |   |   |   |                                       |                                   |  |
| 2      | Innova or<br>equivalent                            |   |   |   |   |                                       |                                   |  |
| 3      | Honda City/<br>Hyundai Creta AC<br>or equivalent   |   |   |   |   |                                       |                                   |  |
| 3      | Tempo Traveller                                    |   |   |   |   |                                       |                                   |  |

Note: The Institute will reimburse the vehicle parking charges and toll tax charges on production of actual receipts. Date:

Place:

Signature & Seal of the Bidder

**FINANCIAL BID (TENDER NO. CTIL/IIFT/2021-22/RP/21) TENDER FOR HIRING  
OF TRANSPORT SERVICE FOR CTIL, NEW DELHI  
(Group (iii) For Agra / Jaipur)**

| S. No. | Particulars                                   | Trip for Agra / Jaipur<br>(Rs.) | Rate per extra hour<br>(Rs.) | Rate per extra Kms<br>(Rs.) | Night Halting Charges<br>(Rs.) |
|--------|---|---------------------------------|------------------------------|-----------------------------|--------------------------------|
| (a)    | (b)   | (c)                             | (d)                          | (e)                         | (f)                            |
| 1      | Swift Dzire / Etios (AC/Non-AC) or equivalent |                                 |                              |                             |                                |
| 2      | Innova or equivalent                          |                                 |                              |                             |                                |
| 3      | Honda City / Hyundai Creta AC or equivalent   |                                 |                              |                             |                                |
| 4      | Tempo Traveller                               |                                 |                              |                             |                                |
| 5      | Bus (35 seater)                               |                                 |                              |                             |                                |
| 6      | Bus (52 seater)                               |                                 |                              |                             |                                |

Note: The Institute will reimburse the vehicle parking charges and toll tax charges on production of actual receipts.

Date:

Place:

Signature & Seal of the Bidder

Tender No: **CTIL/IIFT/2021-22/RP/21, Dated: 26/11/2021**

Please provide the details of the commercial vehicles under your procession in the following format.

| <b>S.<br/>No.</b> | <b>Vehicle Name</b>   | <b>Model</b> | <b>Make</b> | <b>AC/NON<br/>AC</b> | <b>Commercial<br/>Registration<br/>No.</b> | <b>KMs as on<br/>Date</b> |
|-------------------|---|--------------|-------------|----------------------|--|---------------------------|
| <b>1</b>          | <b>Indica or similar<br/>vehicle</b>                        |              |             |                      |  |                           |
|                   |   |              |             |                      |  |                           |
| <b>2</b>          | <b>Indigo, Swift or<br/>similar vehicle</b>                 |              |             |                      |  |                           |
|                   |   |              |             |                      |  |                           |
| <b>3</b>          | <b>Innova, Xylo,<br/>Scorpio or<br/>similar<br/>vehicle</b> |              |             |                      |  |                           |
|                   |   |              |             |                      |  |                           |
| <b>4</b>          | <b>Honda City or<br/>similar vehicle</b>                    |              |             |                      |  |                           |
|                   |   |              |             |                      |  |                           |
| <b>5</b>          | <b>Bus &amp; Tempo<br/>Traveller<br/>vehicle</b>            |              |             |                      |  |                           |
|                   |   |              |             |                      |  |                           |

**Signature:** \_\_\_\_\_**Name:** \_\_\_\_\_**Date:** \_\_\_\_\_

**NEAR RELATIONSHIP CERTIFICATE**

(Format of the Certificate)

"I..... S/o..... R/o..... hereby certifies that none of my relative(s) as defined in the tender document is/are employed in CTIL unit as per details given in tender document. In case at any stage, it is found that the information given by me is false / incorrect, CTIL shall have the absolute right to take any action as deemed fit / without any prior intimation to me."

**Date:** .....

**Place:** .....

**Signature of bidder Name of bidder  
Along with date & Seal**

**Certificate regarding restrictions on procurement from a bidder of a country which shares a land border with India**

**Certificate for Tenders**

*"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India I certify that this bidder is not from such a country, or if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]"*

**Certificate for Tenders for Works involving possibility of sub-contracting**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [where applicable, evidence of valid registration by the Competent Authority shall be attached]"

**Date: .....**

**Place: .....**

**Signature of bidder Name of bidder  
Along with date & Seal**

**Local content Declaration & Self Certification as per the Government of India Order towards Public Procurement (preference to Make in India) vide Letter No. P-45021/2/2017-PP(BE-II), (revised) Dated.16.9.2020),**

**(TO BE PROVIDED ON Rs.100/- NON- JUDICIAL STAMP PAPER)**

I \_\_\_\_\_ (Name of the Person(s), S/o \_\_\_\_\_ at \_\_\_\_\_ (Address), working as \_\_\_\_\_ (Designation and name of the firm/Company/ partnership/ Joint venture), and I have been authorized to sign the Declaration / Self- Certification on behalf of firm / Company/partnership/ Joint venture do hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government towards Public Procurement (preference to Make in India) vide Letter No. P-45021/2/2017-PP(BE-II), (revised) Dated 16.9.2020.

That the information furnished hereinafter is correct to be of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any authority so nominated for the purpose of assessing the Local Content. That the local content for all inputs which constitute the said equipment has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value addition norms based on the assessment of an authority so nominated for the purpose of assessing the Local Content, action will be taken against me as per the notification P- 45021/2/2017-PP(BE-II), (revised) Dated.16.9.2020.

I agree to maintain the following information in the company's record for a period of 8 years and shall make this available for verification to my statutory authority.

The Details of the location(s) at which the local value addition is made

- i. Name and details of the Domestic manufacture
- ii. Date on which this certificate is issued
- iii. Product for which the certificate is produced
- iv. Percentage of local content.

Signed by me at \_\_\_\_\_ on \_\_\_\_\_ 00/00/2021

Authorized signatory  
(Name of the Firm entity)

**DRAFT – AGREEMENT**

*(To be typed on non-judicial stamp paper of appropriate value)*

Articles of agreement made and entered in to this day between the **CENTRE FOR TRADE AND INVESTMENT LAW** and **M/s .....** hereinafter referred to as the contractor.

Whereas the contractor have contracted with the **CENTRE FOR TRADE AND INVESTMENT LAW** in respect of “**Hiring of Transport Services at CTIL Delhi**” vide no. ....  
**Dated .....** for a period of twelve months **w.e.f. .... to .....**

And whereas the said contractor have prior to the execution of these presents offered a **Bank Guarantee No. .... dated .....** as Performance Guarantee vide which the said ..... has undertaken to pay to the **CENTRE FOR TRADE AND INVESTMENT LAW** in the name of **INDIAN INSTITUTE OF FOREIGN TRADE** an amount not exceeding **Rs. ..../- (Rupees .....** **only)** against any loss or damage caused to or suffered by the **CENTRE FOR TRADE AND INVESTMENT LAW** by reason of any breach of contract by the said contractor of any terms and conditions contained in this agreement.

Now these presents witness that in pursuance of the said contract it is hereby agreed and declared by and between the said parties to these presents in the manner following.

That if the said contractor shall execute / perform the works contracted to be performed by them and observe, perform and fulfill the contract entered in, to the satisfaction of the said **CENTRE FOR TRADE AND INVESTMENT LAW** and also if the said contractor or their representative shall pay or cause to be paid to the said **CENTRE FOR TRADE AND INVESTMENT LAW** for the time being all losses, damages, costs and expenses which he or they have sustained / incurred or be put in consequence of the default or failure by the said contractor for the due performance of the contract or in the execution and completion of the said work or any part thereof, then the above mentioned bank guarantee shall be returned to the said contractor.

Provided that, it is hereby further declared with true intent and meaning of the parties hereto that if default shall be made by the said contractor in the performance of the said contract to the satisfaction of the **CENTRE FOR TRADE AND INVESTMENT LAW** or in making good any losses damages or expenses hereinbefore mentioned or any part thereof, then it shall be lawful for the **CENTRE FOR TRADE AND INVESTMENT LAW** to claim **Rs. ....../- (Rupees ..... only)** towards the liquidation of the liability of the said contractor in respect of such default as aforesaid.

And it is hereby declared and agreed that the retention of the cash deposit shall be as and by way to liquidate damages without reference to the relative importance of the particular breach which shall have given occasion for such retention or whether the said **CENTRE FOR TRADE AND INVESTMENT LAW** may have sustained any ascertainable pecuniary damage thereby or not.

And it is further declared and agreed to between the said parties to these presents that until the completion of the said scheduled works contracted to be executed and performed by the said contractor to the satisfaction (to be certified as aforesaid) of the **CENTRE FOR TRADE AND INVESTMENT LAW** for the time being & until the final adjustment of the accounts between the said contractor & the **CENTRE FOR TRADE AND INVESTMENT LAW** and payment of the final balance (if any) in connection with said contract, the bank guarantee shall remain in the hands and custody of the **CENTRE FOR TRADE AND INVESTMENT LAW** for the time being or in any **Treasury** in which they may be lodged by the **CENTRE FOR TRADE AND INVESTMENT LAW**. In witness where of the said contractor and the said **CENTRE FOR TRADE AND INVESTMENT LAW** acting in the premises as aforesaid have set their respective hands and seals the day and year first above written. **The terms & condition of Tender Ref. No. CTIL/IIFT/2021-22/RP/21 DATED:-26/11/2021 forms the integral part of this agreement.**

**For Letter of Authorization for Attending Bid Opening Event**  
(To be typed preferably on letter head of the company)

**Subject. : AUTHORIZATION FOR ATTENDING BID OPENING**

I / We Mr./Ms. .... have submitted our bid for the tender no. CTIL/IIFT/2021-22/RP/21, Dated:- 26/11/2021 in respect of **Hiring of Transport Services at CTIL, Delhi** which is due to open on 00/00/2021, at Indian Institute of Foreign Trade (IIFT), B-21 IIFT Bhawan, Qutub Institutional Area New Delhi – 110016.

We hereby authorize Mr. / Ms. .... & Mr./Ms..... (Alternative) whose signatures are attested below, to attend the bid opening for the tender mentioned above on our behalf.

.....  
Signature of the Representative

.....  
Name of the Representative

Signature of Bidder/Officer authorized to sign  
on behalf of the Bidder

.....  
Signature of the alternative Representative

.....  
Name of the alternative Representative

Above Signatures Attested

**Note 1:** Maximum of two representatives will be permitted to attend the Bid opening.

**Note 2:** Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.