



भारतीय विदेश व्यापार संस्थान
INDIAN INSTITUTE OF FOREIGN TRADE

**Third Party Quality Control & Assurance of Civil,
Electrical, Mechanical & All other Allied Works for
Construction of New Campus of IIFT at Kakinada
(Andhra Pradesh)**

निविदा दस्तावेज़
TENDER DOCUMENT

अनुबंध की शर्त
CONDITION OF CONTRACT

निविदा संदर्भ संख्या / TENDER REF. NO.:

IIFT(D)/E&M/1(9)/2023-24

दिनांक / DATED : 14 /02 /2024

INDIAN INSTITUTE OF FOREIGN TRADE

(A deemed to be University under Ministry of Commerce and Industry, Govt. of India)

IIFT Bhawan, B-21, Qutab Institutional Area, New Delhi – 110 016

Sub. : Third Party Quality Control & Assurance of Civil, Electrical, Mechanical & All other Allied Works for Construction of New Campus of IIFT at Kakinada (Andhra Pradesh)

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Assistant Registrar (Projects)
Email ID : arprojects@iift.ac.in
Indian Institute of Foreign Trade
New Delhi

SECTION - 1

NOTICE INVITING TENDER (NIT)

INDIAN INSTITUTE OF FOREIGN TRADE

(A Deemed to be University under Ministry of Commerce and Industry, Govt. of India)

B-21, Qutab Institutional Area New Delhi - 110016

निविदा संख्या / Tender No.: IIFT(D)/E&M/1(9)/2023-24

दिनांक / Date : 14/02/2024

- 1.0 Sealed tenders in Single Stage Two Envelope method (Part-A: Techno-commercial bid and Part-B: Financial bid) are invited on behalf of the Vice Chancellor, IIFT for undertaking following works/services:

Sl. No.	Name of the Item / Work	Estimated Cost	Bid Security / Earnest Money
1.	Third Party Quality Control & Assurance of Civil, Electrical, Mechanical & All other Allied Works for Construction of New Campus of IIFT at Kakinada (Andhra Pradesh)	Rs. 77,63,400/-	Exempted, However Proforma 5 (D) to be submitted.

- 2.0 **Time Period** : 18 months reckoned from 10th day after issue of Letter of Award.

- 3.0 **Purchase of Tender Document** : The tender document shall be available for downloading from the website www.iift.edu & www.eprocure.gov.in/epublish/app from 14.02.2024 - 28.02.2024 upto 15:00 hrs.

4.0 **Eligibility Criteria:-**

- This tender is only for Government Engineering Colleges / Engineering Organisations. The bids of only Government Engineering Colleges / Engineering Organisations as the sole & direct applicant shall be taken into cognizance and in case any other party / institution / company / firm submits the bid in any form; the same shall be summarily rejected.
- Work experience:** Experience of having successfully completed one similar works costing not less than Rs. 100 Cr. during the last 7 years.

“Similar works” shall mean “Third Party Quality Control & Assurance of Civil, Electrical, Mechanical & All other Allied Works”.

- 5.0 Minimum manpower requirement is as under: The following technical manpower will be required for Third Party Inspection as per progress of work.

S. No.	Description	Educational Qualification	Experience in Civil Engineering, Quality Control & Material testing	Qty.
1.	Leader	B.E./B.Tech in Civil Engineering, M.E. /M.Tech. in Building Technology & Construction management / Structure	15 years	1
2.	Assistant (Civil)	B.E./B.Tech in Civil Engineering	08 years	1

3.	Assistant (Electrical)	B.E./B.Tech in Electrical Engineering	08 years	1
4.	Assistant (Mechanical) or Assistant (IT) as & when required in place of Assistant (Electrical)	(i) B.E./B.Tech in Mechanical Engineering Or (ii) B.E. / B. Tech in Computer Science / IT	08 years 08 Years	1 1

a) The bidder should have a valid PAN.

b) The bidder should have Goods and Service Tax Registration Certificate. Copy of Registration Certificate is to be submitted as part of bid and bidder has to give a self-declaration that bidder is not black listed by GST authorities.

OR

The bidder should produce certificate that bidder is exempted to register under the Goods and Services Tax (GST).

6.0 **Bid Security / EMD** : Earnest Money Deposit is exempted. However, the tenderer/bidder shall be required to submit the proforma 5 (D) in **ORIGINAL** on the letter head of the Institution duly signed by the authorized officer having power of attorney to sign/submit the tender in lieu of Exemption of Earnest Money

7.0 **Submission of Tender**: The tender should be submitted as detailed below:-

Envelope -1 : Techno-Commercial Bid comprising of EMD and tender document with all relevant papers duly signed. The envelope should be super scribed as “**Techno-Commercial Bid for Providing Third Party Quality Control & Assurance of Civil, Electrical, Mechanical & All other Allied Works for Construction of New Campus of IIFT at Kakinada (Andhra Pradesh)**”.

Envelope -2: Financial Bid comprising of Price Bid. The envelope should be super scribed as “**Financial Bid for Providing Third Party Quality Control & Assurance of Civil, Electrical, Mechanical & All other Allied Works for Construction of New Campus of IIFT at Kakinada (Andhra Pradesh)**”.

Envelope 1 & Envelope 2 shall be put together in a big envelope super scribed as “**Providing Third Party Quality Control & Quality Assurance of Civil, Electrical, Mechanical & All other Allied Works for Construction of New Campus of IIFT at Kakinada (Andhra Pradesh)**” should be addressed to the Asst. Registrar (Projects), Indian Institute of Foreign Trade (IIFT) and may be dropped in a box kept with the Security Guard at the main gate of the institute in JNTUK Campus at Kakinada or may be dropped in a box kept with the Security Guard at the main gate at the above mentioned address. No Tender shall be accepted after prescribed due date and time.

8.0 **Last Date & Time of Submission of bids** : 28/02/2024 at 15:00 hrs.

9.0 **Date & Time of Opening of Bids**

9.1 Technical Bid: 28/02/2024 at 15:30 hrs.

9.2 Financial Bid: The date & time will be intimated later on to the responsive bidders only.

10.0 Bids received after due date & time will not be accepted.

11.0 Incomplete, ambiguous, conditional, bids are liable to be rejected.

12.0 The Institute reserves the right to accept or reject any or all bids without assigning any reason. The Institute is not bound to accept the lowest tender.

13.0 Submission of Declaration :

13.1 The bidder shall furnish a declaration in Section 5 (C) that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website.

13.2 In case of any correction / addition / alteration / omission in the tender document, the tender bid shall be treated as non-responsive and shall be rejected summarily.

14.0 The Bidder has to indemnify IIFT against loss of input tax credit on account of Black-listing of firm during tenure of contract.

15.0 IIFT has the right to recover input tax credit loss suffered by it due to any mis-declaration of invoice by Bidder.

Note 1: If date fixed for opening of bids is subsequently declared as holiday by the IIFT, the revised date will be notified. In the absence of such notification, the date for opening shall be on next working day, time and venue remaining unaltered.

Note 2: 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.

Note 3 : All computer generated documents should be duly signed / attested by the bidder / vendor organization.

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Email ID : arprojects@iift.ac.in
Indian Institute of Foreign Trade
New Delhi

SECTION – 2

TENDER INFORMATION

1. Type of tender :
Single Stage Two envelope (Part-A: Techno-commercial bid and Part-B: Financial bid)
2. **Bid Validity Period / Validity of bid Offer : 60 days** from the tender opening date.
- 3 The bid is invited in single stage two envelope system.
 - 3.1 Techno-commercial bid shall consist of following :
 - a) Tender Documents
 - b) Copy of PAN
 - c) Copy of Goods and Service Tax Registration Certificate or the bidder should produce certificate that bidder is exempted to register under Goods and Service Tax.
 - d) Undertaking & declaration duly filled & signed. (Section - 5A)
 - e) Near-Relation Certificate duly filled & signed. (Section - 5B)
 - f) Declaration in respect of no addition / deletion / corrections in downloaded tender (Section - 5C)
 - g) Proforma for Declaration towards Earnest Money Deposit (Section - 5D)
 - h) TPI Agency's General Information (Section - 5E)
 - 3.2 **Financial bid** shall contain Price Schedule. (Section-6 Part B)

Note 1 : First techno-commercial bid will be opened and evaluated by TEC. The financial bid of only responsive bidders shall be opened.

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New Delhi

SECTION -3

SCOPE OF WORK

About the Institute

The Indian Institute of Foreign Trade (IIFT), a deemed to be University, is a national institute involved in Post-Graduate Teaching of Management Studies, Economics and research in both disciplines and five years integrated MBA (IB) Programme. Established in 1963, as an autonomous body under the Ministry of Commerce & Industry, Government of India, it has significantly contributed towards the external trade sector of India through policy research and skill-building over the past six decades. It also emerged as a leading Business School in the country, consistently ranked among the top 10 in the list. The rich contributions in knowledge domain helped the Institute to earn the status of “Deemed to be University” in the year 2002. Over the years, IIFT has emerged as a national university with focus on Economics and International Business, which is reflected in all the major activities of the Institute, namely: Research, Teaching and Training. The National Assessment and Accreditation Council (NAAC) has recognized IIFT as Grade ‘A++’ Institution in its evaluation during 2005 as well as in 2015. Recently, the Institute has been granted graded autonomy by UGC/MHRD as Category-I Institution.

Brief About Project

Construction of New Campus for IIFT at Kakinada (A.P.)

1. Brief about the Project:

Background

To have presence in South India, the BoM in its meeting held on 13.02.2017 approved proposal for setting up of regional centre of the Institute at Kakinada in Andhra Pradesh. The Govt. of Andhra Pradesh has allotted 25 acres (101172 sqm.) of land free of cost at Kakinada.

2. Details of Buildings alongwith Plinth Area

(A) The Campus comprises of followings buildings :

S. N.	Name of the Building	Built up Area (Sqm)
1 & 3	Academic Block (G+3) including Library	7892.3
2.	Administrative Block (G+2)	2653.2
4.	Auditorium (G)	1450
5.	Centre Head's Residence (G+1)	316.50
6.	Canteen (G)	600
7.	Utility Building (Substation, STP & WTP)	212
8 & 9.	Boys Hostel, Girls Hostel & Mess (G+4)	8994
10.	Sports Complex (G+1)	3535
11.	Type V Housing (S+4)	3208
12.	Type IV Housing (S+4)	2048
13.	Type III Housing (G+3) - 2 Blocks	1280
14.	Supermarket	220
15.	Bank, ATM & Dispensary (G)	150
Total Area		32559

Besides this, there is a provision of Amphitheatre, Underground and Overhead Tank DG Set, Air Conditioning Plants and other Allied services.

(B) Salient feature of the Project :

- (i) Plot Area : 101171.50 Sqm.
- (ii) No. of Buildings & their configurations : As stated in (A) above.
- (iii) RCC Framed structure monolithic constructions with Aluminum Shuttering
- (iv) Access Control System for Critical Areas.
- (v) PA system applicable to fire fighting
- (vi) Fiber to the home for low voltage System
- (vii) Waste compactor system
- (viii) Garbage chute system
- (ix) Access Control and System
- (x) Fire Alarm and Fire Fighting System
- (xi) Underground Water tanks & STP
- (xii) Zero Discharge into Sewerage System. Sewage Treatment Plant for Sewage treatment.
- (xiii) Treated water will be reused for horticulture, flushing and cooling towers (provided)
- (xiv) Solid Waste management provided

(C) Environmental Features :

GRIHA (The project is targeted for GRIHA 3 start rating)

- i) Rain Water Harvesting System are provided
- ii) LED light fixture used for energy saving
- iii) Low flow toilet fixtures used for water saving
- iv) AAC /C&D Waste blocks are used as low embodied energy material
- v) Low VOC paint used as low environmental impact material
- vi) Dual plumbing system are provided
- vii) Solar Panels
- viii) 12 Mtrs High Barricading all around Project site during Construction.

3. General

- a) The main objective of this assignment is to obtain independent assessment of the technical quality of **Construction of New Campus of IIFT at Kakinada (Andhra Pradesh)** and to assure that the Civil, Electrical, Mechanical & all other allied works are constructed with good construction materials and as per desired standards (Specifications) / CPWD Specifications/BIS codes as applicable.
- b) The third-party quality control and quality assurance consultant shall provide an independent assessment on the quality of the work to be executed under the entire project at different stages of construction. The consultant shall be responsible for quality assurances both for materials and workmanship of civil, plumbing, electrical, mechanical & external development works at appropriate stages of construction. For quality assessment, the consultant shall deploy professionals of at least equal qualification and experience as that mentioned in Clause 5.0 of NIT as per physical progress and terms & conditions.
- c) The consultant shall highlight the problem area, if any, and also suggest step /solution for the same so as to achieve the overall target of quality assurance.
- d) For quality assurance the consultant shall carry out testing (field and laboratory) of materials at site laboratory or outside laboratory as per their recommendation & approved by IIFT. The cost of transportation & testing charges will be borne by IIFT.

4. Details Scope of Services – For TPI Agency (TPIA)

The brief scope of work for Third Party inspection Agency (TPIA) shall include, but not limited to the following:

- a) The TPIA is required to provide services for carrying out the work as per Scope of Work. **One visit of minimum 2 days or more as per requirement of work for inspection per month** is stipulated for this work. However, in case 2nd visit is required in exceptional circumstances, proportionate charge will be paid extra. Notwithstanding anything stated anywhere in this document, if TPIA is intimated in advance for postponement/cancellation of one or more site visit(s) due to non-progress / stoppage of work at site, the payment for postponed / cancelled visit(s) shall not be payable to TPIA Agency.
- b) The requisite technical manpower to carry out the inspection shall be arranged by the TPIA, however unskilled labour, if required, shall be provided by the NBCC / Executing Agency. The inspection carried out is to be reported by the consultant in the prescribed format from time to time.
- c) All measuring instruments, tools & tackles and digital cameras etc. required for inspection are to be arranged by the TPIA at their own cost. However, ladder / scaffolding etc. required shall be provided by NBCC / Executive Agency.
- d) The requisite data/information/agreement with agencies required for the inspection shall be collected by TPIA from NBCC.
- e) The scope also covers the inspection, checking, random testing & certification of materials.
- f) 100% Review through NDT/Destructive test.
- g) Review of all manufacturing test certificates for bought out items / material on site.

- h) 100% visual inspection of all packaged items including fire equipment supplied by Contractor/Vendor in mechanical category and commissioning, inspection at vendor shop if required.
- i) Review of all data sheet, shop drawings, if required, inspection to be carried out by TPIA.
- j) Visual and dimensional check, Performance test/material testing, inspection of line/level of finished items like RCC, flooring, plastering, wood work, etc.
- k) Coordinating monthly meeting with IIFT / NBCC submitting Power Point Presentation (PPT) of Reports of Works, Test Reports of Materials, & Photos taken during their site inspections, with defects found in works, & up gradation of working systems shall also be suggested for individual works.
- l) If the TPIA consider any item of work is substandard or unacceptable he shall inform the IIFT / NBCC in writing providing full justification there off with all necessary supporting data and also recommend remedial measures to be taken up to set right the defects noticed.
- m) The TPIA undertake to carry out the assignment in accordance with the highest standard of profession and ethical competency and integrity, having due regards to the nature and purpose of the assignment and to ensure that the staff assigned to perform the services under this agreement, will conduct themselves in a manner consistent herewith.
- n) Random quality checks of Materials including MEP as per contract specifications / CPWD specification & relevant BIS Codes.
- o) Implementation of Quality Assurance plan being followed by the Contractors.
- p) Checking/calibration of Equipment used for testing and the procedure for carrying out the various test of materials.
- q) Random checking of various materials used vis-à-vis their tolerance limits.
- r) Vetting of QAP submitted by contractor in consultation with IIFT / NBCC for all site related activities. Vetting of Method statements submitted by the contractor and also suggest the method statements as and when required.
- s) Submission of Quality report on monthly / every visit covering following points along with photographs & analysis:
 - i. Checking/certification of test conducted by NBCC / contractor.
 - ii. Certification of Manufacture's test report for the material received during the period.
 - iii. Random Testing of various samples of all the available materials in the site laboratory / outside laboratory & submission of its report.
 - iv. Statement showing visual inspection/material testing at different location.
 - v. Recommendation regarding improvement in quality & workmanship, if any.
 - vi. Visual inspection of quality of various finished items like RCC, plaster, flooring etc. along with location / grid and also all construction materials.

t) Quality assurance by periodic testing of concrete using UPV test - To ensure the quality of hardened concrete, non-destructive test like Ultrasonic Pulse Velocity Test (UPV) shall be conducted by TPIA as per IS 516- Part 5, Section 1.

(i) The test shall be conducted on hardened concrete (after minimum 28 days of casting of RCC) on the dry surface as per Indian Standard. The frequency of this test shall be as under -

Sl. No.	Location	Frequency of Test
1.	Column-Beam and Slab Junction	Minimum one test
2.	Column, Beam and slab at critically identified location	20 Cum of concrete or part thereof
3.	Mass Concreting (Raft etc.)	Min. one test for 50-100 cum of concrete

(ii) UPV test shall be used to check the internal consistency quality by measured velocity of the pulse through this test. For concrete to be classified as acceptable, the velocity achieved shall be in class of "Good or Excellent" as per latest IS-516-part 5/Sec 1.

(iii) If the regular UPV test result indicate that the concrete does not meet the acceptance criteria of "Good or Excellent" concrete at more than 80% test locations, then further detailed testing shall be planned which will include the UPV at reduced frequency as below:

Sl. No.	Location	Frequency of Test
1.	Column-Beam and Slab Junction	Minimum one test
2.	Column, Beam and slab at critically identified location	10 Cum of concrete or part thereof
3.	Mass Concreting (Raft etc.)	Min. one test for 25-50 cum of concrete

(iv) The test should be planned every month and corrective/preventive action required if any should be suggested by TPIA along with the report to be submitted.

SECTION - 4

TERMS AND CONDITIONS

1.0 DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

The following words and expressions shall have the meanings assigned to them except where the context otherwise requires:

- a) "Applicable Law" shall mean any law, legislation, statute, act, by-laws, rule, regulation, ordinance, order, decree, protocol, notification, policy, by-law, administrative guideline, ruling, instruction, directive, consent, license, approval, permit, judgment, court order, treaty or any interpretation thereof by any Governmental Authority or Person acting under the authority of any Governmental Authority and / or of any statutory authority in India, as may be in force and effect during the subsistence of the Contract.
- b) "Arbitration Act" shall mean the Arbitration and Conciliation Act, 1996 as applicable in India and (or any enactment/amendment replacing/amending such Arbitration Act) and rules and regulations made thereunder.
- c) "IIFT" means Indian Institute of Foreign Trade and legal Successors and permitted assignees.
- d) "NBCC" means NBCC (India) Limited and legal Successors and permitted assignees.
- e) "Contractor" / Executing Agency shall mean any supplier for goods and services or supplier / manufacturer of equipment or construction contractor appointed / nominated by NBCC / IIFT and that is not a sub-contractor of TPI Agency for the services it provides. "Contractor" shall also include EPC, Contractor / Construction Contractor / Supplier to be appointed for construction of the project.
- f) "Contract" means contract entered between IIFT and TPI Agency pursuant to award of work.
- g) "Fees" means the amount of money to be paid to the TPI Agency by the IIFT for Services rendered by the TPI Agency to the IIFT.
- h) "Willful Misconduct" means intentional disregard of Good Industry Practice or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.
- i) "Good Industry Practice" means those practices, methods, techniques, standards, skills, diligence and prudence which are generally expected internationally from a reasonably skilled and experienced TPI agency engaged in the same type of business / job and would mean best practices resulting in the performance of the obligations by the TPI agency in accordance with this Contract.
- j) "Party" means any one of the IIFT or NBCC or the TPI Agency and "Parties" means IIFT, NBCC and the TPI Agency.
- k) "Project" means the Construction of New Campus of IIFT at Kakinada (Andhra Pradesh) being executed by NBCC as Project Management Consultant (PMC) through EPC Contractor / Other Contractors.
- l) "Services" means the services to be performed by the TPI Agency for the project.
- m) "Works" means the permanent works to be executed (including the goods, equipment and construction for the execution of the Project.
- n) "Effective date" shall be the day intimated on the letter of Award (LOA)/ Letter of Intent (LOI) by IIFT.

- o) "TPI Agency" shall mean any Third-Party Inspection Agency that shall carry out services as specified in this document.
- p) "Site" shall mean the land, location, and/or place provided by the IIFT where the Works are to be executed and includes any other place as may be designated by the IIFT in connection with the Project.

2.0 Performance of Services

The TPI Agency agrees to provide, render and furnish the Services to the IIFT in relation to the Project in accordance with and subject to the terms and conditions forming part of this Contract. The TPI Agency shall perform the Services and all of its obligations and responsibilities with such care, diligence and professionalism as are required by the highest standards of international practice for similar services. The TPI Agency shall give the Services the highest priority and no other job of the TPI Agency shall take precedence over the Services nor shall the TPI Agency make any allocation of its resources which would have the effect of delaying the timely performance of the Services. The TPI Agency represents and warrants that it has the requisite skills, experience, expertise and capacity to perform the Services in the foregoing manner and to satisfy and fulfill all of its obligations and responsibilities under this Contract. The TPI Agency shall perform the Services in accordance with this Contract and the latest revisions and innovations practicable and consistent with the engineering and design of the project and the time schedule, provided that such revisions and innovations are commercially proven as of the date hereof.

The TPI Agency shall also perform its Services to incorporate experience gained in the course of design, engineering, procurement, construction, testing, commissioning, operation, quality control and project management.

In performing the Services the TPI Agency shall comply with directions of the IIFT and /or any other person specifically authorized by IIFT in writing. The IIFT shall at its discretion decide whether to accept or reject TPI Agency's advice or implement TPI Agency's advice with modification. However, the TPI Agency shall be liable for any & every such advice rendered/given by them in accordance with this Contract. The IIFT shall at its sole discretion decide as to which of the various Services it requires the TPI Agency to perform and the time for such performance. IIFT shall also have the right to get any part of the Services to be performed or services which have been performed by the TPI Agency or are being performed by the TPI Agency to be performed by any other TPI Agency, advisor or contractor, which may be appointed by the IIFT from time to time. If any services, functions or responsibilities not specifically described in Scope of Services are inherent, necessary or customary part of the Services they shall be deemed to be included within the scope of the Services to be performed, as if such services, functions or responsibilities were specifically described in Scope of Services unless, such services, functions or responsibilities were agreed to be specifically excluded by the Parties in writing. Except as otherwise expressly provided in this Contract, TPI Agency shall be responsible for providing the facilities, personnel, equipment, software and other items and resources as may be necessary to complete the Services. The TPI Agency shall not be entitled to claim any cost of what so ever nature due to such express and implied amendment of the Scope of Services of the TPIA Agency.

3.0 Intellectual Property Rights

- a) All designs, drawings, specifications, data, information, computer printouts, documents, reports, studies, manuals, programs, analyses and all other items produced by TPI Agency and/or provided by IIFT / NBCC or its Affiliates, other contractors, TPI Agencies and advisors to TPI Agency, during the course of

performance of the Services shall become and remain the property of IIFT. The TPI Agency shall deliver the same (properly sorted and indexed) to IIFT and in any event upon expiry or termination of this Contract. With IIFT's prior written approval, TPI Agency may retain and use for TPI Agency's internal general know-how copies of the same. In case of standard specifications of TPI Agency (as specified in the documents by the TPI Agency), the ownership of such documents shall not be transferred to the IIFT. However, the IIFT shall have the right to use the same. TPI Agency shall ensure that it does not transfer or dispose of any of the above-mentioned documents or information to any person, entity or third party without the prior written consent of the IIFT.

b) Patent

No patented or patent pending articles, designs, methods or devices shall be used or supplied in connection with the Services or incorporated in the services and IIFT may not permit if the terms of purchase involve or require the payment of any license fee or royalty in addition to the purchase price and do not contain patent indemnification in a form satisfactory to the IIFT.

4.0 Conflict of Interest

- a) Unless otherwise agreed in writing by the IIFT, the TPI Agency and his personnel shall have no interest in nor receive remuneration in connection with the Project except as provided for in this Document.
- b) The TPI Agency shall not engage in any activity or provide service to any other third party, involved directly or indirectly in the project which might conflict with the interests of the IIFT under this Document.

5.0 Publication

TPI Agency, either alone or jointly with others, cannot publish material relating to the services. Such publication shall be subject to approval of the IIFT in writing.

6.0 Governing Laws

This Contract shall be governed by and interpreted in accordance with the laws of India and shall be subject to exclusive jurisdiction of the courts at New Delhi.

7.0 IIFT's Representative

IIFT shall nominate its Representative(s) who shall be entitled to act on behalf of IIFT with respect to any decision it is empowered to make.

8.0 TPI Agency's Representative

TPI Agency shall nominate a qualified and experienced person as its Representative who shall be contact person between IIFT and TPI Agency for the performance of the Contract. On acceptance of tender, the name of the accredited representative(s) of the TPI Agency who would be responsible for taking instructions from IIFT or its authorized representative shall be intimated within 07 days of issue date of Letter of Award (LOA)/ Letter of Intent (LOI) by IIFT.

The representative shall be entitled to act on behalf of TPI Agency with respect to any decisions to be made under the Contract. All instructions,

notices, decisions, approvals, orders, certificates, and all other communications under the Contract shall be given by the Representative of the IIFT to the Representative of the TPI Agency and vice versa, except as herein otherwise provided or unless notified to the contrary by the IIFT.

9.0 TPI Agency Personnel

The TPI Agency shall ensure that it shall deploy adequate number of qualified personnel having adequate knowledge, skill and experience for providing services as required by the IIFT for timely performance of Services. An organization chart of the TPI Agency's key personnel shall be submitted. No person deployed for IIFT's work shall be replaced without written permission of IIFT. In case of misbehavior, proven incompetence or Gross Negligence, IIFT shall require the replacement of the personnel deployed for IIFT's assignment. These personnel shall be replaced with a competent person by the TPI Agency immediately after taking approval from IIFT. IIFT also has the right to ask for replacement of TPI Agency's personnel without assigning any reason.

10.0 Notices

All Notices shall be in writing and will take effect from the date of receipt at the communication address. Suitable proof of delivery like speed post acknowledgment receipt, registered AD acknowledgment receipt, and hand delivered acknowledgment are acceptable mode of acknowledgment. In case of speed post and registered AD notices, a copy of notice is required to be sent for acknowledgment of contents and acknowledgment on this copy of notice by IIFT which will be returned to TPI Agency & shall be considered as valid acknowledgment of notice. All Notices shall be sent to respective representatives of parties.

11.0 Taxes & Duties:

TDS shall be deducted at source in accordance with statutory requirements. The Goods and services tax (GST) will be paid extra as per prevailing law. The TPI Agency undertakes to issue proper invoice as stipulated under the Goods and services tax (GST) legislations to enable the IIFT to avail the credit of such taxes, wherever applicable, paid by the TPI Agency.

12.0 Changes in Law:

Any statutory variation on account of Goods and services tax (GST) or other applicable tax, if any; within the contract period, subsequent to the signing of agreement shall be reimbursed by IIFT or refunded by the TPI Agency, as the case may be. Such adjustment shall be limited to direct transactions shown as taxes and duties in TPI Agency's invoice between the IIFT and the TPI Agency.

13.0 Time Schedule

Duration of inspection is mentioned in Tender (tentatively) w.r.t. the date of Letter of Award / Work Order. If the services are impeded or delayed on account of the IIFT or his contractors, the fee of the Inspection agency shall be calculated as per quoted rates only. The time for completion of services shall be extended / foreclosed as per completion of project only.

14.0 Force Majeure

Where any Force Majeure event renders impossible or hinders or delays the performance of any obligation then the failure or omission of IIFT or TPI agency to perform such obligation shall not be treated as a failure or omission to comply with or breach of this Contract. "Force Majeure" shall mean happening of any of the following events or circumstances or combination of the following events or circumstances which are generally unpredictable and outside the reasonable control of the affected Party, which could not have been prevented by Good Industry Practice or by the exercise of reasonable skill and care and which or any consequences of which, have a material and adverse effect upon the performance by the affected Party of its obligations under this Contract.

- i) War, hostilities, revolution, riots, civil commotion.
- ii) Natural calamities arising due to, epidemics, fire, flood, drought, earthquake or like events;
- iii) Ordinance of any Government agency or of any political subdivision thereof delaying or preventing the performance of the Contract obligations in whole or in part
- iv) Any strikes, (excluding strikes, lockouts or other industrial disputes or action solely among employees of TPIA Agency or its sub-contractors)
- v) Because of any act of God.

However, Force Majeure shall not include occurrences as follows i.e.

- i) Delays due to ordinary storm, inclement weather, seasonal rains, monsoon or other unfavorable weather conditions which are reasonably expected for the climate in the geographic area; or
- ii) Delays resulting from unsuitable ground condition;
- iii) Non-performance by sub-contractors, supplier or worker etc; or
- iv) Financial distress of TPI agency or any sub-contractor. Or
- v) The occurrence of shortage of any manpower or equipment etc; or

The affected party shall inform the other party in writing of any such cause with necessary evidence that the obligation under the Contract is thereby affected or prevented or delayed within 48 hours from the happening of the event.

'As soon as, the cause of Force Majeure has been removed, the Party whose ability to perform its obligation has been affected shall notify the other of such cessation and of the actual delay incurred in such affected activity adducing necessary evidence in support thereof. Such affected party shall resume performance of its obligations hereunder as soon as reasonably possible thereafter From the date of the occurrence of a case of Force Majeure, the obligations of the Party affected shall be suspended during the continuance of any inability so caused until the case itself and the inability resulting there from have been removed and the agreed time of completion of the respective obligations under the contract Documents shall stand extended by a period equal to the period of delay occasioned by such events. In the event that a condition of Force Majeure exists for a period of at least

twenty (20) consecutive days, IIFT shall have the right to terminate this Contract by giving two (2) days advance notice to TPIA Agency.

15.0 Suspension

The Owner may at any time and from time to time and for any reason, by written notice to TPI Agency, suspend further performance of the Services. Any notice of suspension shall specify the date of suspension and the estimated duration of the suspension. Upon the date specified in any such notice of suspension, TPI Agency shall promptly suspend further performance of the Services and during the period of such suspension shall properly care for and protect all aspects of Services in progress and all property of IIFT which is subject to the supervision of TPI Agency in whatever state. The TPI Agency shall promptly deliver to IIFT details of all such Services in progress and all such property under protection of TPI Agency. IIFT may at any time terminate the suspension by written notice to TPIA Agency specifying the effective date of termination. IIFT may also at any time issue a notice to resume the services and TPIA Agency shall within 5 working days upon receipt of notice from IIFT for resumption of work resume performance of its obligations pursuant to this Agreement. The TPIA Agency shall not be entitled to any extension of time or any cost escalation or compensation in case such suspension is solely attributable to a default or act or omission of the TPIA Agency.

16.0 Arbitration

The Parties shall use their best efforts to resolve all differences and disputes arising out of or in connection with this document or contract including any question regarding its existence, validity or termination, or breach thereof, amicably and in good faith through mutual discussions within 30 days of occurrence of such difference or dispute, failing which such difference or dispute shall be finally determined by arbitration as provided below. In case of any dispute or difference arising between the parties hereto as regards interpretation, implementation, spirit and intention of any of the terms, conditions or provisions herein, the same shall be referred to the Arbitration to be carried out under the Arbitration & Conciliation Act, 1996. IIFT and TPI Agency shall appoint one arbitrator each. The two arbitrators so appointed shall jointly appoint a third arbitrator. The decision of the arbitrators so appointed shall be final and binding upon the concerned parties. In the event of the failure by any party to appoint an arbitrator within 30 days from the date of receipt of the notice from the other party/ or failure by the two arbitrator appointed by the parties to appoint the third arbitrator within a period of 30 days, such arbitrator /(s) shall be appointed by the High court. The language of Arbitration shall be English.

The venue shall be New Delhi only. The decision of such Arbitral Tribunal shall be final and binding on both parties. During the pendency of the arbitration, obligations of both the parties under the contract agreement shall be in force. The provisions of this Clause shall survive on termination or expiry of the Contract.

17.0 Assignment

TPIA Agency shall not assign any right or interest under the Contract or delegate & sub-contract any services or other obligations to be performed by TPIA Agency without prior written consent of IIFT. Any assignment or

delegation in contravention of the above shall be void and ineffective unless accepted by IIFT expressly in writing. IIFT has the right to assign this Contract to any person whatsoever without prior consent of TPIA Agency.

18.0 Compliance with Legal requirements

TPIA Agency shall comply with all Applicable laws as applicable from time to time including but not limited to employment and workers, providing Services in relation to the Project, social security, competition, Intellectual Property rights, health hazards, and taxes. TPIA Agency agrees to defend, indemnify and hold harmless IIFT for any losses, damage, penalty, fine or liability sustained by IIFT due to TPIA Agency's negligence, ignorance, default or failure to perform Services in accordance with the Applicable Laws or the prescribed professional standard.

Further the TPIA Agency shall provide to the IIFT or the Statutory Authorities upon demand evidence of such compliance etc. of all the Applicable Laws and the prescribed professional standards.

19.0 Indemnification

The TPIA Agency shall fully indemnify, save harmless the IIFT from and against any claims arising out of or in connection with the Contract or other obligations hereunder directly or indirectly associated herewith and/or arising from all claim, demand, losses, liability, action, proceedings, cost or expense of every kind and nature relating to such loss or damage with respect to:

- (a) Failure of the TPIA Agency or any of their respective sub- contractors to comply with Applicable Laws and applicable permits, and Good Industry Practices.
- (b) Failure of the TPIA Agency to perform its obligations in accordance with and as envisaged in the Contract
- (c) Breach of copyright, patent or other intellectual property rights by the TPIA Agency
- (d) Negligence or Willful Misconduct by the TPIA Agency
- (e) Personal injury including death or disease to any person employed by TPIA Agency or sub-contractors of TPIA Agency arising from or relating to the performance of the Contract;
- (f) personal injury including death or disease or loss of or damage to the property of any third party arising from or relating to the performance of Contract except to the extent that any such injury, loss or damage is not caused by the Gross Negligence or Willful Misconduct of IIFT .
- (g) Failure of the TPIA Agency to make payments of taxes relating to the TPIA Agency's or any sub-contractor's income or other taxes required to be paid by the TPIA Agency pursuant to this Contract irrespective of whether they are reimbursable or to be compensated under the terms of this Contract.

In this clause:

1. the term IIFT shall deemed to include its affiliates, contractors, personnel, officers, directors, employees and agents but shall not

include TPIA Agency and

2. the term TPIA Agency shall be deemed to include all its subcontractors, personnel, officers, directors, employees and agents but shall not include IIFT. The provisions of this Clause and any other provision under this Contract providing for an indemnity to the IIFT shall survive on termination of the Contract.

20.0 Termination

A. Termination for Convenience:

IIFT shall have the right to terminate the order by giving 7 days' notice to the TPI Agency in writing to that effect without assigning any reason thereof.

B. Termination for Default:

IIFT shall have the right to terminate the services of TPI Agency after giving 7 days' notice in writing under the following circumstances:

- Failure of the TPI Agency to undertake work as per schedule
- Lapses in providing services in accordance with the Contract or failure to provide services to the satisfaction of IIFT
- Delay in providing services for reasons solely attributable to the TPI Agency.
- Failure to provide agreed personnel for the assignment
- Unapproved substitution of any personnel on the assignment
- Failure to meet standards and follow Good Industry Practices
- Non-observation of safety rules or misbehavior / misconduct by TPIA agency or its sub-contractors.
- Material breach of any obligations under Contract by TPI agency or its sub-contractors.
- Insolvency or bankruptcy

After such termination under A) or B), IIFT shall pay to TPI Agency only such portion of jobs which have been satisfactorily completed by the agency and approved by IIFT prior to the date of termination subject to the right of the IIFT to deduct any amount due/recoverable from the TPI Agency under provisions of the Contract. All jobs whether finished or in progress shall be property of IIFT and all drawings, designs, and documents of whatsoever nature in relation to the Project shall be handed over to Owner as prescribed in the Contract. After termination of the contract, the TPI Agency shall vacate the site premises without causing any damage to the facilities.

21.0 Alterations and Variations

No alteration or variation in the contract is valid unless agreed to in writing by both the parties.

22.0 Prints, Drawings & Specifications

The TPI Agency shall furnish to IIFT, prints and editable soft copies of all drawings, specifications, documents, schedules, progress report etc. as per Scope of Services.

23.0 Fee & Terms of Payment

The IIFT shall pay the TPI Agency for services on submission of bills and Monthly reports on monthly basis as per scope of work. The price shall be quoted in INR, all invoices should be raised in INR and all the payment would be made by IIFT to the TPI Agency in INR only within 30 days of receipt of invoice from the TPI Agency. The invoice shall be paid only after certification by IIFT. The price for the Services shall remain valid till the completion period.

IIFT shall pay the TPI Agency, after deduction of Tax at source / withholding tax/other tax, etc. as per the provisions of Income Tax Act 1961 and amendments thereof. However, while raising invoices, the amount shall be bifurcated to show Goods and Services Tax (GST) as well as surcharge component separately.

The TPI Agency shall not be entitled to claim any price escalation or compensation for idle time for any reason whatsoever.

The Goods and Services Tax (GST), shall be reimbursed extra to the consultant. However consultant is to provide proof/Challan of GST deposited by him, which shall be reimbursed to him.

24.0 Liability

A) TPI Agency shall carry out the Services in conformity with Good industry Practices and prescribed standards of engineering to the satisfaction of IIFT.

a) Notwithstanding anything contained in this Contract, TPI Agency shall be liable to indemnify losses and damages suffered / sustained by IIFT on account of or arising out of any omission or negligence on the part of the TPI Agency, not exceeding 10% (Ten percent) of the total Contract Price. However, this limitation of liability of 10% is not applicable in any of the following cases:

- i) Corrective engineering is required on account of reasons attributed to TPI Agency; the TPI Agency shall immediately undertake corrective engineering without any additional cost to the IIFT.
- ii) The TPI Agency fails to comply with applicable laws, including but not limited to laws relating to taxation, etc.
- iii) Gross Negligence or Willful Misconduct by the TPI Agency.
- iv) Breach of Confidentiality Obligations by TPI Agency.
- v) Violation of intellectual property rights by TPI Agency.

B) Consequential & Indirect Damages:

Notwithstanding anything contained elsewhere in this Contract neither party shall be liable for whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.

25.0 Confidentiality

The TPI AGENCY shall use the confidential information received from the IIFT, solely for the purpose of performing and carrying out the obligations on his part under the Contract. The TPI Agency shall bind his employees and its sub-contractors who are involved in performance of Services by a suitable Confidentiality agreement.

TPIA agency shall not, at any time, without the written consent of the IIFT, divulge any Confidential information or permit its Affiliates, officers, employees, agents, advisers or contractors to divulge Confidential information to any third person (except who require the same to enable them properly to carry out their duties).

Confidential information shall mean and include the following:

- a) Any of the contents of this document/ Contract including documents, drawings and other data and information of a proprietary nature.
- b) Any information which it may have or acquired (whether before or after the date of this agreement) relating to the Business and/or any customers of or suppliers to the business, or otherwise to the business, assets or affairs of the IIFT.
- c) Any information which, in consequence of the negotiations relating to this document or performing or exercising its rights, obligations and functions under this document, any party may have acquired (whether before or after the date of this agreement) with respect to the customers, business, assets or affairs of IIFT. If any Confidential information pertaining to IIFT or the Project is disclosed by the TPI Agency in violation of this document, the TPI Agency, notwithstanding anything contained to the contrary in the document shall indemnify IIFT for all damages, charges, expenses or loss suffered by IIFT.

Secrecy/Confidentiality obligations as mentioned in the Contract shall not be applicable in the following cases where the information:

- a) is already in public knowledge;
- b) is already known to the TPI Agency at the time of its receipt, without violating any terms of this agreement;
- c) is independently developed by the TPI Agency;
- d) is legally required to be disclosed under any judicial order or other Governmental action.

Provided in such case, the TPI Agency shall intimate IIFT of such disclosure at least 7 days before such disclosure.

This Clause shall survive termination of the Contract.

26.0 Locations for performing Service

Depending upon nature of the particular Service and requirements of IIFT, TPI Agency shall be required to perform the Services at various locations of project Construction of New Campus of IIFT at Kakinada (Andhra Pradesh)

27.0 Amendment

Any amendment or modification in terms and conditions of this Bidding Document/Contract shall not be valid/ binding unless agreed to in writing by both the parties.

28.0 non-Waiver

No relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract. Any waiver of a party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

29.0 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

30. General

IIFT shall inform the name & address of the Nodal Officer to whom the TPIA will report about his day-to-day progress & performance of the assignment.

Assistant Registrar (Projects)
Email ID : aprojects@iift.ac.in
Indian Institute of Foreign Trade
New Delhi

SECTION - 5

UNDERTAKING & DECLARATION

5 (A) - FOR UNDERSTANDING THE TERMS & CONDITION OF TENDER & SPEC. OF WORK

Certified that:

1. I / We have read, understood and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form.
2. If I / We fail to enter into the agreement & commence the work in time, the Bid security (EMD) / Performance guarantee deposited by us will stand forfeited to the IIFT.
3. I / We are not blacklisted by GST authorities.

The bidder hereby covenants and declares that:

1. All the information, Documents, Photocopies of the Documents / Certificates enclosed along with the Tender offer are correct.
2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, IIFT reserves the right to reject our tender offer / cancel the LOA / Purchase / work order if issued and forfeit the Bid security (EMD) / Performance guarantee / Bill amount pending with IIFT. In addition, IIFT may debar the contractor from participation in its future tenders.

Date:

Place :

Signature of bidder

Name of bidder

Along with date & Seal

5 (B) – 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 IIFT 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, IIFT shall have the absolute right to take any action as deemed fit / without any prior intimation to
me."

Date:

Signature of bidder

Place:

Name of bidder

Along with date & Seal

**5 (C) Declaration in respect of no addition / deletion / corrections in downloaded tender
(To be submitted in Original on Letter Head of the Applicant/ Bidder)**

Whereas, I / we (Name of agency) has submitted bid for
..... I/we hereby submit following
declaration that no addition / deletion / corrections have been made in the downloaded tender
document being submitted and it is identical to the tender document appearing on the website.

Date:

Signature of bidder

Place:

Name of bidder

Along with date & Seal

5 (D) Proforma for Declaration towards Earnest Money Deposit
(To be submitted in Original on Letter Head of the Applicant/ Bidder)

Whereas, I/we(name of agency) has submitted bid forand whereas the Earnest Money Deposit is being exempted in the aforesaid tender to give relief to the bidders as per govt. of India guidelines due to severe financial crunch on account of slowdown in economy due to the pandemic, I/we hereby submit following declaration in lieu of submitting Earnest Money Deposit:

- (1) If after the opening of tender, I/we withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents;
OR
- (2) If, after the award of work, I/we fail to accept PO/APO, or to sign the contract, or to submit performance guarantee, or fail to commence the work within the stipulated time period prescribed in the Tender Documents
OR
- (3) If I/we furnish any incorrect or false statement/ information/ document;
OR
- (4) If I/we hide any relevant information or do not disclose any material fact in the tender;

I/we may be debarred for period of three years and shall not be eligible to bid for IIFT tenders from the date of issue of such order.

Date:

Signature of bidder

Place:

Name of bidder

Along with date & Seal

5 (E) : TPI Agency's General Information

S. No.	Details	
1.	TPI Agency Name	
2.	Number of Years in Operation	
3.	Address of Registered Office	
4.	Operation Address if different from above	
5.	Phone Number	
6.	Fax Number	
7.	E-mail address	
8.	Website	
9.	ISO Certification	
10.	Banker's Name & Branch	
11.	Branch Code	
12.	Bank account number	
13.	PAN No.	
14.	EPF No.	
15.	PF Registration No.	

SECTION - 6 (PART - A)

TECHNICAL BID LETTER

To,

**Assistant Registrar (Projects)
Indian Institute of Foreign Trade (IIFT)
IIFT Bhawan
B-21, Qutub Institutional Area
New Delhi 110016**

Sub. : Third Party Quality Control & Assurance of Civil, Electrical, Mechanical & All other Allied Works for Construction of New Campus of IIFT at Kakinada (Andhra Pradesh)

Ref.: Your Tender Enquiry No. IIFT(D)/E&M/1(9)/2023-24, Dated : 14/02/2024

With reference to the above mentioned Tender, we have read the terms and conditions in the Bid Document and accept the same and furnish the following documents :

- a) Tender Documents
- b) Copy of PAN
- c) Copy of Goods and Service Tax Registration Certificate or the bidder should produce certificate that bidder is exempted to register under Goods and Service Tax.
- d) Undertaking & declaration duly filled & signed. (Section - 5A)
- e) Near-Relation Certificate duly filled & signed. (Section - 5B)
- f) Declaration in respect of no addition / deletion / corrections in downloaded tender (Section – 5C)
- g) Proforma for Declaration towards Earnest Money Deposit (Section – 5D)
- h) TPI Agency's General Information (Section – 5E)

Yours truthfully,

Signature_____

Date:

Name_____

Address_____

Telephone_____

Seal of the firm_____

SECTION – 6 (PART – B)

FINANCIAL BID LETTER

From,

.....
.....

Bidder's Ref: No:, Dated

To,

**Assistant Registrar (Projects)
Indian Institute of Foreign Trade (IIFT)
IIFT Bhawan
B-21, Qutub Institutional Area
New Delhi 110016**

Sub. : Third Party Quality Control & Assurance of Civil, Electrical, Mechanical & All other Allied Works for Construction of New Campus of IIFT at Kakinada (Andhra Pradesh)

Ref.: Your Tender Enquiry No. IIFT(D)/E&M/1(6)/2023-24, Dated : 14/02/2024

1. Having examined the above mentioned tender enquiry document including amendment / clarification / addenda Nos. Dated the receipt of which is hereby duly acknowledged, I/we, the undersigned have submitted Bids and offer to supply and deliver in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.
2. Bid submitted by me/us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. I/We agree to abide by this Bid for a period of **60 days** from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by me/us. This bid shall remain binding upon me/us up to the aforesaid period.
4. I/We have read the [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 regarding restrictions on procurement from a bidder of a country which shares a land border with India.
5. I/We understand that the submission of incorrect data and / or if certificate / declaration given by M/s. _____ (name of bidder entity) are found to be false, this would be a ground for immediate termination and further legal action in accordance with law.
6. I/We understand that *False declarations will be in breach of the Code of Integrity under rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.*
7. I/We understand that IIFT is not bound to accept the lowest or any bid that IIFT may receive.
8. If my/our Bid is accepted, I/we will provide you with a performance guarantee from a Scheduled Commercial Bank for a sum @ 5 % of the contract value for the due performance of the contract.
9. If my/our Bid is accepted, I/we undertake to complete delivery of all the items and perform all the services specified in the contract.
10. If my/our bid is accepted, I/We indemnify against loss of input tax credit to IIFT on account of Blacklisting during tenure of contract.
11. If my/our bid is accepted, IIFT has the right to recover input tax credit loss suffered by it due to any mis-declaration on invoice by me/us.
12. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated: day of 2023

Signature

Name

In the capacity of

Duly authorized to sign the bid for and on behalf of

SECTION - 6 (PART - B)

Name of Work : Third Party Quality Control & Assurance of Civil, Electrical, Mechanical & All other Allied Works for Construction of New Campus of IIFT at Kakinada (Andhra Pradesh)

PRICE SCHEDULE

NIT No. :		IIFT(D)/E&M/1(9)/2023-24			
Name of the Firm					
Sl. No.	Description of Item	Qty.	Unit	Rate (Rs. In Figures)	Total Amount (Rs. In Figures)
1	2	3	4	5	6=(3*5)
1	Professional charges for providing Third party inspection services by deployment of manpower defined in clause No. 2.1 of NIT as mentioned in the Contract documents / Agreement (2 days or more as per requirement of work for inspection per month), excluding Goods & services tax.	18	Per Month		
TOTAL					

1. All quoted rates shall be valid till the stipulated period of services.
2. No escalation is payable.
3. **The quoted fee/prices are inclusive of out of pocket expenses like travelling, lodging, boarding, local conveyance etc. excluding GST.**
4. IIFT shall deduct all necessary taxes from source before making the payment and no further payment / compensation shall be made for such deductions.
5. The above quoted price shall include all cost of TPI Agency's personnel for attending meetings at site for the scope of work.
6. IIFT shall bear all the expenses of travelling, lodging, boarding, local conveyance etc. of the TPA agency in case of visit /inspection at manufacturer's/vendor's (other than contractor's premises within the site) place.
7. Goods and Services tax shall be reimbursed on production of Documentary evidence of depositing Goods and services tax by the TPIA.
8. During visit, Office space with required furniture shall be provided by NBCC / Executing Agency free of cost.

Signature of the tenderer with stamp

Assistant Registrar (Projects)
Email ID : arprojects@iift.ac.in
Indian Institute of Foreign Trade
New Delhi