



भारतीय विदेश व्यापार संस्थान
INDIAN INSTITUTE OF FOREIGN TRADE

दिल्ली परिसर
DELHI CAMPUS

PROVIDING MESS SERVICES AT IIFT DELHI

निविदा पत्र
TENDER DOCUMENT

अनुबंध की शर्त
CONDITION OF CONTRACT

निविदा संदर्भ संख्या / TENDER REF. NO.:

IIFT(D)/E&M/1/(2)/2025-26

दिनांक / DATED : 26/06/2025

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.: Providing Mess Services at IIFT Delhi.

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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/(2)/2025-26

दिनांक / Date : 26/06/2025

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 Director IIFT for undertaking following works/services:

Sl. No.	Name of the Item / Work	Estimated Cost	Bid Security / Earnest Money
1.	Providing Mess Services at IIFT Delhi	Rs. 1,59,30,000/-	Rs. 3,18,600/-

2.0 Time Period : 12 months (1 academic year)

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 26.06.2025 - 16.07.2025 upto 15:00 hrs.

4.0 Eligibility Criteria:-

- a) The bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [for further details refer Clause 20.0 Section 5 (A)].
- b) The bidder or its parent firm should be in business of providing similar services for at least three years and should have FSSAI license as on last date of receipt of tender.
- c) **Work experience:** Experience of having successfully completed similar works during the last 5 years ending previous day of last date of submission of tenders preferably in the format attached as *Annexure - B* as detailed below :
 - (i) Three similar completed works costing not less than the amount of Rs. 63,72,000/-
OR
Two similar completed works, costing not less than the amount of Rs. 95,58,000/-
OR
One similar completed work of aggregate cost not less than the amount of Rs. 1,27,44,000/-
 - (ii) “Similar works” shall mean “Mess / Canteen / Dining Hall”.
 - (iii) The work experience should be supported by certificates issued by clients organizations. In case the work experience is of Private sector the completion certificate shall be supported with copies of Letter of award and copies of Corresponding TDS Certificates. Value of work will be considered equivalent to the amount of TDS Certificate.
- d) The Bidder should furnish a Banks Solvency Certificate from a Scheduled Bank for an amount equal to 40% of the estimated cost i.e. Rs. 63,72,000/-

- e) The bidder should have an Annual average turnover of Rs. 95,58,000/- for last three year i.e. FY 22-23, FY 23-24, FY 24-25. Audited reports of these financial years need to be attached as well.
- f) The bidder should have a valid PAN.
- g) 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).

4.1 The Annual turnover certificate should be on letter head of Chartered Accountant. In case Account for FY 24-25 is not yet audited, a self-attested turnover statement supported by documents may be attached.

4.2 Bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their tender bid. All documents submitted will also be self-attested by the bidder.

Note:-

I) Certificate of Financial Turnover and Profit

At the time of submission of tender, the tenderer shall upload Affidavit/Certificate from Chartered Accountant mentioning Financial Turnover and Profit of last 5 years or for the period as specified in the tender document. There is no need to upload entire voluminous balance sheet. However, one page of summarized balance sheet (Audited) and one page of summarized Profit & Loss Account (Audited) for last 05 years or for the period as specified in the tender document shall be uploaded.

II) Certificates in the name of other Companies:

- a) **Certificates of Subsidiary:** Any company/firm while submitting tender can use the work experience of its subsidiary company to the extent of its ownership in the subsidiary company.
- b) **Merger/ Acquisition of Companies:** In case of a Company/firm, formed after merger and/ or acquisition of other companies/ firms, past work experience and Financial parameters like turnover, profitability, net worth etc. of the merged/ acquired companies/ firms will be considered for qualification of such Company/ firm provided such Company/ firm continues to own the requisite assets and resources of the merged/ acquired companies/ firms.

4.3 The bidder has to register himself / herself / itself within one month of award of work with the appropriate authorities under Employees Provident Fund and Employees State Insurance Acts, if not already registered.

5.0 Bid Security / EMD : Rs. 3,18,600/-

5.1 The bidder shall furnish the bid security / EMD through a DD in favour of “Indian Institute of Foreign Trade, Delhi” or through NEFT/RTGS in favour of “Indian Institute of Foreign Trade, Delhi” as per details given below.

Details for NEFT/RTGS are as under:

Beneficiary Name: Indian Institute of Foreign Trade

Bank Name & Address: Indian Bank, 7, S.J.S.Marg, Mehrauli Institutional Area, New Delhi 110016

IFSC code – IDIB000M089

MICR code - 110019018

A/c No.– 767635122

5.2 The NSIC / MSME units shall be exempted from submission of EMD/ Bid Security deposit on production of requisite proof in respect of valid certification from NSIC / MSME for the tendered item / service.

6.0 Pre-Bid Meeting : A pre-bid meeting shall be held on 04.07.2025 at 15:30 am for any clarification / suggestions etc.

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 Mess Services at IIFT Delhi**”.

Envelope -2 : Financial Bid comprising of Price Bid. The envelope should be super scribed as “**Financial Bid for Providing Mess Services at IIFT Delhi**”.

Envelope 1 & Envelope 2 shall be put together in a big envelope super scribed as “**Providing Mess Services at IIFT Delhi**” should be addressed to the Section Officer (E&M), 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 at the above mentioned address. No Tender shall be accepted after prescribed due date and time.

8.0 End Date & Time of Submission of Tender bids: 16/07/2025 at 15:00 hrs.

9.0 Date & Time of Opening of Tender

9.1 Technical Bid: 16/07/2025 at 15:30 hrs.

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

10.0 One Bid per Bidder:

Each Bidder shall submit only one Bid, either individually, or as a proprietor, or as a partner in a partnership firm or as a partner in a joint venture or as a Company registered under Companies Act. A Bidder who submits or participates in more than one Bid (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

11.0 Submission of Declaration

11.1 The bidder shall furnish a declaration in Section 6 (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.

11.2 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.

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

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

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

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

16.0 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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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 : 90 days** from the tender opening date.
- 3 The bid is invited in single stage two envelope system.

3.1 Techno-commercial bid, shall contains following documents:

- i) Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 of the NIT. Viz;
 - a) **Copy of Registration with competent authority [(Department for Promotion of Industry and Internal Trade (DPIIT)) for bidder from a country which shares a land border with India**
 - b) **FSSAI license**
 - c) Work experience certificate
 - d) Bank Solvency Certificate
 - e) Turnover Certificate for . **FY 22-23, FY 23-24, FY 24-25.**
 - f) Copy of PAN
 - g) 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.
 - h) Proof of payment of Bid security / EMD through DD / NEFT / RTGS
- ii) Documents (self-attested) stated in Clause-10 of Section-4. Viz;
 - a) Valid NSIC / MSME certificate, if any.
 - b) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.
- iii) Undertaking & declaration duly filled & signed. (Section - 6A)
- iv) Near-Relation Certificate duly filled & signed. (Section - 6B)
- v) Declaration in respect of no addition / deletion / corrections in downloaded tender (Section – 6C)
- vi) Certificate regarding restrictions on procurement from a bidder of a country which shares a land border with India (Section – 6D)
- vii) Bidder's Profile & Questionnaire duly filled & signed. (Section - 8)
- viii) Integrity Pact duly filed & signed (Section-10)

3.2 **Financial bid** shall contain Price Schedule. (Section-9 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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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, 2015 as well as in 2023.

Schedule of Requirement

The Institute offers residential accommodation in two hostel blocks located in the Institute’s campus and one hostel at C-9, Qutub Institutional Area to approx. 350 students. The mess may be used by guest of students, faculty & staff of IIFT. The menu of the meals shall be as under:

Menu:

The menu for breakfast, lunch, evening tea & snack and dinner is as follows:

Breakfast: The contractor would provide following mandatory items in breakfast:

Everyday:

Item	Quantity
White / Brown Bread	Maximum 6 Pieces
Butter	10 gms.
Jam	10 gms.
Unadulterated Milk	250 ml.
Sprouts	Unlimited
Only Butter if no Jam	15 gms.
Only Jam if no Butter	20 gms.
Tea and Coffee	150 ml.
Boiled eggs	02 nos.

- Dalia and Oats (Namkeen / Sweet) will be served twice a week in unlimited quantity.
- Corn / Choco Flakes will be served 50 gms. Thrice in a week.
- The contractor will provide 4 items in a week from list-1 and 6 items in a week from list-2 in breakfast in unlimited quantity but no item should repeat more than 2 times in a week.
- The choice of item will be decided in consultation with Mess Committee Members.

List-1: Aloo-Paratha, Veg Sandwich, Besan-Chilla, Aloo Puri, Bread-Pakoda, Methi Daal-Paratha.

List -2: Poha, Pasta, Idli-Sambhar, Upma, Chola-Kulcha, Sevaiyan, Vada Sambhar, Uttapam.

Lunch:

Monday	Curd / Raita/Chaach/Buttermilk/Lemonade/Juice	Unlimited
Tuesday	Rice / Naan	Unlimited
Thursday	Green Salad	Normal
Friday	Roti	Unlimited
Sunday	1 item from list 3	Unlimited
	1 item from list 4	Unlimited
Wednesday	Biryani / Egg Biryani, Mix Raita, Roti, Dal	Unlimited
Saturday	Chole Bhature, Yellow rice, Salad, Kashifal, Pickle	Unlimited

Dinner:

Monday	Curd / Raita	Unlimited
Tuesday	Rice	Unlimited
Thursday	Green Salad	Normal
Friday	Roti	Unlimited
Saturday	1 item from list 3	Unlimited
	1 item from list 4	Unlimited
	Sweets (Kheer, Custard, Gulab Jamun, Jalebi/Haluwa)	1 piece or 1 bowl
Wednesday & Sunday	In addition to above, one paneer item (Kadai-paneer / Shahi-paneer) or non-veg (chicken)	125 gms.

List- 3: Chhole, Pindi Chhole, Daal Makhni, Rajma, Mushroom, Daal Tadka, Daal Masoor, Dal Chana, Dal Moong Chilka, Palak Kofta, Soyabean Chop, Kadi.

List - 4 : Palak Kofta, Loki Kofta, Dum Aloo, Aloo Bhurji Fry, Aloo Gobhi, Loki Kofta, Dum Aloo, Aloo Bhurji Fry, Rajma, Mushroom, Aloo Gobhi Mix Veg (without paneer) seasonal veg.

- Papad / Gud should be provided twice in a week.
- The list of items will be decided by the Mess Committee Members.

Evening Tea with light snacks :

Tea (150 ml) with light snacks like Fried Idly / Mix Pakoda / Kachori-Aalu / Samosa / Poha / Tikki / Sandwich with chutney / Sauce.

Note on the Menu:

1. Variety and culture must be ensured in meal.
2. No daal must be served more than twice during a week.
3. Same vegetable must not be served more than twice during a week.
4. The content of potato must not be more than 25% except when potato vegetable is identified in menu.
5. The detailed daily meal-menu specifying the daals and vegetables to be served will be identified in the beginning of each month by the Mess Committee in consultation with the contractor. It will be mandatory for the contractor to serve this menu. In case of any difficulty in the same, Mess Committee must be informed well in time.
6. The contractor will be required to provide Khichari or any other suitable item including boiled vegetables etc. for sick resident(s) in lieu of the regular meal.
7. For residents Observing fasts the contractor will provide the substitute items (meal) in lieu of the regular

meal after a minimum number of **15 residents** ask for the substitute meal.

8. Certain branded items like cold drinks, biscuits, chocolates, chips etc. may be stocked by the contractor and sold to the residents at the normal market price on payment by cash or coupon during breakfast, lunch, tea time and dinner.

Quality of ingredients and other items: The ingredients used must be of reputed brand and high quality, some of which have been listed below:

- i) Butter and Paneer will be Amul / Mother Dairy brand.
- ii) Jam will be Kissan / Nafed / Tops / Safal brand.
- iii) Oil will be of Dhara / Sundrop / Dalda / Saffola / Fortune.
- iv) Rice will be good Basmati (choice of brands to be pre-approved by the Mess committee).
- v) Wheat flour – Ashirvaad, Pilsbury, Nature Fresh or as approved by the Mess committee.
- vi) Coffee will be of Tata / Nescafe / Rich Bru brand.
- vii) Tea must be of Brook Bond, Lipton, Tata brand or as decided in consultation with Mess Committee.
- viii) Milk must be daily supply toned milk (48-72 hrs. validity) of Mother Dairy / DMS / Amul brand or any other but at least with 2.5% fat and 8% SNF.
- ix) Ketchup and pickles will be of Kissan / Maggi / Tops / Nafed / MTR / Patanjali brand.
- x) Salt will be iodized branded (Tata, Annapurna) and masalas will be of either MDH or ITC or Catch or Patanjali any other approved brand.
- xi) Flakes will be of Kellog's / Mohan's / Haldiram brand.
- xii) Bread – Harvest / Britannia.
- xiii) Daal & Besan - Rajdhani
- xiv) Brand of any other item required or any of the above items, in case of non-availability, brands will be mutually decided by the Mess committee and the contractor.

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LIST OF KITCHEN EQUIPMENT / FURNITURE ITEMS TO BE PROVIDED BY IIFT

S. No.	Description of Item	Qty.
1.	Wash units	1
2.	Pantry Service Table	1
3.	Soiled Dish Landing	1
4.	Clean Dish rack	1
5.	Work Table with sink	1
6.	Cooking range gas burners (two burners each)	2
7.	Gas griddle plate	1
8.	Three sink wash unit	1
9.	Exhaust Hood	1
10.	Stainless Steel rack with shelves	2
11.	Pot rack (storage rack)	2 (1 Big and 1 small)
12.	Chairs (Old Hostel Mess)	56
	Chairs (New Hostel Mess)	37
	Chairs (C-9 Hostel Mess)	36
13.	Rectangle Tables (Old Hostel Mess)	14
	Round Tables (New Hostel Mess)	8
	Rectangle Table (C-9 Hostel)	3
14.	Water Cooler (1 each in Old Hostel, New Hostel, C-9 Hostel)	3
15.	Cash Counter Table (Old Hostel)	1
16.	Work Table with two sink	1
17.	Cutting Table	5
18.	Dosa-Tawa	1
19.	Banberry Counter (1 each in Old Hostel, New Hostel, C-9 Hostel)	03
20.	Refrigerator - 300 Ltr Brand Voltas (1 each in Old Hostel, New Hostel, C-9 Hostel for Student use)	03
21.	Heavy Duty Toaster (1 each in Old Hostel, New Hostel, C-9 Hostel for Student use)	03
22.	Microwave - Oven 20 Ltr Brand Godrej (1 each	03

	in Old Hostel, New Hostel, C-9 Hostel for Student use)	
23.	Utensils – S.S. Water Glass	200
24.	Utensils – S.S. Thali (4 Block)	200
25.	Utensils – S.S. Spoons	200
26.	S.S. Salt and Black Pepper Sprinkler Set	36
27.	S.S. Tissue Holders	36
28.	Insect Killers	2

Note : *Any other equipments / items required for operation of mess shall be arranged by the Contractor at their own cost.*

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SECTION – 4 (A)

GENERAL INSTRUCTIONS TO BIDDERS (GIB)

1.0 DEFINITIONS:

- (a) **"The Purchaser"** means the Indian Institute of Foreign Trade (IIFT), New Delhi.
- (b) **"The Bidder"** means the individual or firm who participates in this tender and submits its bid.
- (c) **"The Supplier" or "The Vendor" or The Contractor** means the individual or firm supplying the goods / services under the contract.
- (d) **"The Goods / Services"** means all the equipment, machinery, and / or other materials / services which the Supplier is required to supply to the Purchaser under the contract.
- (e) **"The Advance Purchase Order" or "Letter of Intent"** means the intention of Purchaser to place the Purchase Order on the bidder.
- (f) **"The Purchase Order" / "Work Award Letter"** means the order placed by the Purchaser on the Supplier/Contractor signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as **"Contract"** appearing in the document.
- (g) **"The Contract Price"** means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- (h) **"Successful Bidder(s)"** means the bidder(s) to whom work in this tender is awarded.

2.0 ELIGIBILITY CONDITIONS:

- 2.1 Kindly refer to Clause 4 of Section – 1 i.e. NIT.

3.0 COST OF BIDDING:

- 3.1 The bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

4.0 DOCUMENTS REQUIRED:

- 4.1 The goods/services required to be supplied; bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The contents of the Bid documents are specified in Section – 2 and technical bid letter, Section – 9 (Part-A).
- 4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents and clarifications/ amendments/ addenda, if any. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

5.0 CLARIFICATION OF BID DOCUMENTS:

- 5.1 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.
- 5.2 Any clarification issued by IIFT 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.

6.0 AMENDMENT OF BID DOCUMENTS:

- 6.1 The Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify bid documents by amendments prior to the date of submission of Bids with due notification to prospective bidders.

- 6.2 The amendments shall be notified on website www.iift.edu / www.eprocure.gov.in/epublish/app to all prospective bidders and these amendments will be binding on them.
- 6.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.
- 7.0 DOCUMENTS COMPRISING THE BID:**
The bid prepared by the bidder shall ensure availability of the following:
- (a) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with the Clause 2 & 10.
 - (b) Bid Security furnished in accordance with Clause 12.
- 8.0 BID FORM:**
- 8.1 The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents, indicating the goods / services to be supplied, brief description of the goods / services, their quantity and prices as per Section- 9.
- 9.0 BID PRICES:**
- 9.1 The bidder shall give the total composite price/ rate as indicated in price schedule. The basic unit price and all other components of the price need to be individually indicated in each column for the services under the contract as per the price schedule given in Section-9 Part-B.
- 9.2 A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:**
- 10.1 The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, the following documents (whichever is required) as per terms and conditions of Bid Documents:
- (a) Valid NSIC / MSME Certificate, if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC / ST category, proof in this regard also need to be submitted.
 - (b) Documents to establish the eligibility and qualification of bidder as specified in Section-1.
 - (c) Power of Attorney as per Clause 14.3 (a) and (d) and authorization for executing the power of Attorney as per Clause 14.3 (b) or (c).
 - (d) Certificate of incorporation.
 - (e) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.
- 11.0 DOCUMENTS ESTABLISHING GOODS / SERVICES' CONFORMITY TO BID DOCUMENTS:**
- 11.1 Pursuant to Clause-7, the bidder shall furnish, as part of its bid, documents establishing the conformity of its bid to the Bid Documents of all goods and services which he proposes to supply under the contract.
- 12.0 BID SECURITY / EMD:**
- 12.1 The bidder shall furnish, as part of its bid, an EMD/ bid security as mentioned in Section-1 (NIT).
- 12.2 The NSIC/MSME bidders are exempted from payment of bid security subject to:
- (a) A proof regarding valid registration with NSIC/MSME for the tendered items have to be attached along with the bid.
 - (b) The enlistment certificate issued by NSIC/MSME should be valid on the date of opening of tender.
- 12.3 The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to Para 12.7.
- 12.4 A bid not secured in accordance with Para 12.1 & 12.2 shall be rejected by the purchaser being non-responsive at the bid opening stage and archived unopened.

- 12.5 The bid security of the unsuccessful bidder will be discharged / returned as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the bid validity period prescribed by the purchaser pursuant to Clause-13.
- 12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily in accordance with Clause-27 and furnishing the performance security.
- 12.7 The bid security may be forfeited:
- (a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; **OR**
 - (b) If the bidder does not accept the APO or does not submit PBG & sign the contract / agreement in accordance with Clause-28.

NOTE: - The bidder shall mean individual company / firm or the front bidder and its technology / consortium partner, as applicable.

13.0 PERIOD OF VALIDITY OF BIDS:

- 13.1 Bid shall remain valid for period specified in Clause-2, Section-2 of Tender Information. A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.
- 13.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under Clause-12 shall also be suitably extended. The bidder may refuse the request without forfeiture of its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid.

14.0 FORMAT AND SIGNING OF BID:

- 14.1 The bidder shall submit its bid on-line complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, by hand signatures, by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.
- 14.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid. **All pages of the original bid shall be signed by the person or persons signing the bid.**
- 14.3 **Power of Attorney**
- (a) The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
 - (b) The Power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company / Institution/ Body corporate.
 - (c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
 - (d) Attestation of the specimen signatures of authorized signatory by the Company's / firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.

15.0 SEALING AND MARKING OF BIDS:

- (a) The bid should be submitted as per Clause-3, Section 2 of tender information.
- (b) The envelope shall bear the name of the tender, the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).
- (c) The envelope shall indicate the name and complete postal address of the bidder to enable the purchaser to return the bid unopened in case it is declared to be received 'late'.

- (d) The bid should be deposited in the tender box provided by tendering authority or sent by registered post or delivered in person on below mentioned address (address is given in (e) below). The responsibility for ensuring that the tenders are delivered in time would vest with the bidder.
- (e) Bids sent by registered post or delivered in person shall be dropped up to specified time & date in a box kept with the Security Guard at the main gate of the Institute. The purchaser shall not be responsible, if the bids are delivered elsewhere.

16.0 SUBMISSION OF BIDS:

- 16.1 Bids must be submitted by the bidders on or before the specified date & time indicated in Clause-6 of Section-I i.e. NIT.
- 16.2 The purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with Clause-6 (this section) in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.
- 17.0 **LATE BIDS:** No bids shall be accepted after the specified deadline for submission of bids prescribed by the purchaser

18.0 MODIFICATION AND WITHDRAWAL OF BIDS:

- 18.1 The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid.
- 18.2 Subject to Clause-20, no bid shall be modified subsequent to the deadline for submission of bids.

19.0 OPENING OF BIDS BY PURCHASER:

- 19.1 The Tender opening committee of IIFT shall open bids in “**Admin Block, Indian Institute of Foreign Trade (IIFT), IIFT Bhawan, B-21 Qutab Institutional Area, New Delhi – 110016**”, in the presence of intending tenderers or their authorized representatives, who choose to attend, on the date and time specified in Clause-9 of NIT (Section-1).

The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the authorized representatives of bidders before they are allowed to participate in bid opening.

- 19.2 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.
- 19.3 The following information should be read out at the time of bid opening:-
 - (a) Name of the Bidder
 - (b) Name of the item/services
 - (c) EMD amount & validity and acceptability
 - (d) Information in respect of eligibility of the bidder
 - (e) Details of bid modification/ withdrawal, if applicable
 - (f) Name of the item
 - (g) Quantities/prices quoted in the bid
 - (h) Discount, if offered
 - (i) Taxes & levies
- 19.4 The date fixed for opening of bids, if, subsequently declared as holiday by the IIFT, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on **next** working day, time and venue remaining unaltered.

20.0 CLARIFICATION OF BIDS

- 20.1 To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion ask the bidder for clarification of its bid. The request for the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.
- 20.2 If any of the documents, required to be submitted along with the techno commercial and financial bid is found wanting, the offer is liable to be rejected at that stage. However the purchaser at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non-compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

21.0 PRELIMINARY EVALUATION:

- 21.1 The purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 21.2 Each Bidder shall submit only one Bid, either individually, or as a proprietor, or as a partner in a partnership firm or as a partner in a joint venture or as a Company registered under Companies Act. A Bidder who submits or participates in more than one Bid (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified
- 21.3 Rates quoted by the contractor in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.
- However, if a tenderer quotes nil rates against each item in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer and earnest money deposited shall be forfeited.
- 21.4 Prior to the detailed evaluation pursuant to Clause-22, the purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bid Documents without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 21.5 A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 21.6 The purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

22.0 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

- 22.1 The purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to Clause-21.
- 22.2 The evaluation and comparison of responsive bids shall be based on quality & cost based selection (QCBS). The final score shall be arrived by adding technical & financial score with respective weightages (30% for technical & 70% for financial). The bidder obtaining the highest combined weighted technical and financial score may be considered for acceptance. The procedure for technical & financial evaluation is as under :
- (a) **Technical evaluations:** The firms fulfilling eligibility criteria only shall be considered for technical evaluations. The technical evaluation shall be based on following parameters:
- (i) Financial strength – 35 marks

- (ii) Experience of running Mess / Canteen / Dining hall (past 5 years) – 20 marks.
- (iii) Food Quality and taste, Service Facilities (at current sites);- 25 Marks
- (iv) Performance of works (quality as per clients certificate, Annexure-B) – 10 marks.
- (v) Profit / Loss criteria of firm – 10 marks

(b) Financial evaluations: The financial bids of only those bidders shall be considered who secure 70% and above marks in technical evaluation. The maximum financial score of 100 will be given to lowest bidder and other eligible bidders shall be given financial scores that are inversely proportional to their prices with respect to the lowest offer.

Note: The guidelines for evaluation of technical & financial bids are given in annexure A at the end of the section.

23.0 Lowest Tendered Amount of two or more contractor is same

In case the lowest tendered amount of two or more contractors is same, such lowest contractors will be asked to submit sealed revised financial bid offer in the form of letter mentioning percentage above/below on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub section/ sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers. In case any of such contractor refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and earnest money shall be forfeited. If the revised tendered amount of two more contractors received in revised offer is again found to be equal, the lowest tender, among such contractors, shall be decided by draw of lots in the presence of IIFT officers & the lowest contractors those have quoted equal amount of their tenders

24.0 CONTACTING THE PURCHASER:

- 24.1 Subject to Clause-20, no bidder shall try to influence the purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- 24.2 Any effort by a bidder to modify its bid or influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

25.0 PLACEMENT OF ORDER:

- 25.1 The purchaser shall consider placement of Work Award Letter /orders for commercial supplies/services only on those eligible bidders whose offers have been found technically, commercially and financially acceptable and whose goods/services have been type approved/ validated by the purchaser. The purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- 25.2 The ordering price of bid shall not exceed the lowest evaluated package price.
- 25.3 Initially the order shall be placed for a period of 3 months. During this period, the services and quality of food shall be closely reviewed by the institute. Based on the performance, the contract shall be extended further as per the tender document.
- 25.4 The purchaser reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.

26.0 PURCHASER'S RIGHT TO VARY QUANTITIES:

Purchaser reserves the right to increase or decrease up to 50% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions.

27.0 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

IIFT reserves the right to reject any or all bids or cancel/ withdraw the invitation for bid without assigning any reasons whatsoever thereof. IIFT does not bind itself to accept lowest tender. The IIFT reserves the right

to award the work to a single party or to split the work amongst two or more parties as deemed necessary without assigning any reason thereof. The contractor is bound to accept the portion of work as offered by IIFT after split up at the quoted/negotiated rates. No claim of the contractor whatsoever shall be entertained by IIFT on this account.

28.0 ISSUE OF ADVANCE PURCHASE ORDER:

- 28.1 The issue of an Advance Purchase Order shall constitute the intention of the purchaser to enter into contract with the bidder.
- 28.2 The bidder shall within 10 days of issue of the advance purchase order, give its acceptance along with performance guarantee in conformity with the Performa provided with the bid document at Section-7A.

29.0 SIGNING OF CONTRACT:

- 29.1 The issue of Advance Purchase order shall constitute the award of contract on the bidder.
- 29.2 Upon furnishing of performance guarantee by successful bidder (pursuant to Clause-28) and signing of contract, the purchaser shall discharge the bid security in pursuant to Clause-12.

30.0 ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of Clause 28 & 29 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the purchaser may award the work to any other bidder at its discretion or call for new bids.

31.0 QUALITY ASSURANCE REQUIREMENTS:

The quality of services will be monitored by the authorized representatives of the purchaser and their decision in this regard has to be accepted by the contractor.

32.0 REJECTION OF BIDS:

- 32.1 While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents. Non-compliance of any one of these shall result in outright rejection of the bid.
- a) Clauses 12.1, 12.2 & 13.1 of Section-4: The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.2 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.
 - b) Clause 2 & 10 of Section-4: If the eligibility condition as per Clause 2 of Section-4 is not met and / or documents prescribed to establish the eligibility as per Clause 10 of Section-4 are not enclosed, the bids will be rejected without further evaluation.
 - c) Section-9 Part-B (Price Schedule): Prices are not filled in as prescribed in price schedule.
 - d) If a bidder quotes **NIL** charges / consideration, the bid shall be treated as unresponsive and will be rejected without further evaluation.
- 32.2 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in Clause 32.1(a), 32.1(b) of Section-4, the bidder company is given an opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.
- 32.3 Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids by taking the signatures of some of the representatives of the participating bidder/companies present on the occasion.

- 32.4 The In-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder / company mentioned in their representation and feel that there is prima-facie fact for consideration, the In-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of P.O. against the instant tender.
- 32.5 If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days' notice to all the participating bidders to give opportunity to participants desirous to be present on the occasion.

33.0 NEAR-RELATIONSHIP CERTIFICATE:

- 33.1 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 IIFT will not pay any damage to the company or firm or the concerned person.
- 33.2 The Company or firm or the person will also be debarred for further participation in the tenders in the concerned unit.
- 33.3 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).
- 33.4 The format of the certificate is given in Section 6 (B).

34.0 VERIFICATION OF DOCUMENTS AND CERTIFICATES:

- 34.1 The bidder will ensure that all the documents and certificates submitted by him are correct and genuine before enclosing them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.
- 34.2 If any document / paper / certificate submitted by the participant bidder is found / discovered to be false / fabricated / tempered / manipulated either during bid evaluation or during award of contract or thereafter, then the purchaser will take action as deemed fit.
- 35.0 The Vendor has to indemnify IIFT against loss of input tax credit to IIFT on account of blacklisting of supplier during tenure of contract.

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Indian Institute of Foreign Trade
New Delhi

Guidelines for evaluation of technical & financial bid:

(A) Technical Evaluation: The firms fulfilling eligibility criteria only shall be considered for technical evaluation as below:

(1) Financial Strength: 30 Marks

(a)	(i) Average Annual Turnover - Maximum Marks (30)	(i) 70% marks for minimum eligibility criteria (ii) 100% marks for twice the minimum eligibility criteria or more In between (i) & (ii) – on pro-rata basis
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(2) Experience of running Mess / Canteen / Dining Hall Services (past 3 years) : 20 Marks

(a)	(i) In IIMs / IITs	20
	(ii) Top 25 B Schools as per NIRF 2024 Ranking (Management)	15
	(iii) In IITs / NITs / Other Govt. Universities/Colleges	12
	(iv) Private Universities (NAAC "A" grade or above)	8

(3) Food Quality and taste, Service Facilities (at current sites):- 30 Marks

The bidder has to prepare the food at his present location (Menu – Ordinary Lunch) and submit to the committee appointed by the institute for taste and quality. In addition to above, bidder has to arrange a virtual tour of his present work site for evaluation of food storage facility, cleanliness and hygiene of cooking area, service area and dining area, disposal of Garbage etc. The bidders having no current work site shall be awarded zero marks. The mark shall be assigned to each bidder based on the following parameters:-

S. No.	Criteria	Maximum marks
1.	Food Quality and taste	20
2.	food storage facility, cleanliness and hygiene of cooking area, service area and dining area, disposal of Garbage etc	10

(4) Performance of Works (Quality as per Clients Organizational Certificate as per Annexure-B) : 10 Marks

Sl. No.	Eligibility Status	Maximum Marks
(a)	(i) Very Good	10
	(ii) Good	8
	(iii) Satisfactory	5
	(iv) Poor	0

(5) Profit / Loss criteria of firm in FY 22-23, FY 23-24, FY 24-25 : Marks-10

(a) Profit in three or more years	10
(b) Profit in any two year	8.5
(c) Profit in one year	7
(d) No profit in any year	5

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Annexure – B

Performance Report of the Contractor

1.	Name and Address of authority under whom work executed	
2.	Name of the Work	
3.	Name of the Contractor	
4.	Date of award & Agreement no	
5.	Date of Commencement of work	
6.	Stipulated date of completion	
7.	Actual date of completion	
8.	Details of compensation / penalty levied, if any.	
9.	Gross amount of work (in Rs.)	
10.	Comments on capability of contractor	
	i) Financial soundness	
	ii) Mobilization of adequate T & P	
	iii) Mobilization of Manpower	
	iv) General Behaviour	
11.	Did the contractor go for arbitration? If yes	
	(i) total amount of claim	
	(ii) total amount awarded	
12.	Quality of work (indicate grading)	
	(i) Very Good	
	(ii) Good	
	(iii) Fair	
	(iv) Poor	

Authorized signatory & Stamp
of authority under whom work executed

SECTION - 5 (PART - A)

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT (GCC)

1.0 APPLICATION:

The general condition shall apply in contracts made by the purchaser for the procurement of **Providing Mess Services at IIFT Delhi**.

2.0 PERFORMANCE GUARANTEE:

- (a) The bidder (including NSIC / MSMEs who are registered with the designated bodies) shall furnish performance bank guarantee in the form of BG from any Scheduled Commercial Bank to the IIFT for an amount equal to 5 % of the value of purchase order within 10 days from the date of issue of Purchase Order by the purchaser.
- (b) The proceeds of the performance guarantee shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- (c) The performance guarantee Bond shall be in the form of Bank Guarantee issued by a scheduled commercial Bank, valid for 14 months, in the Performa provided in Bid Document.
- (d) The performance guarantee Bond will be discharged by the purchaser after completion of the bidder's performance obligations including any warranty obligations under the contract.

3.0 QUALIFICATION FOR WORKER:

The contractor should deploy at least one trained and certified food safety supervisor for every 25 food-handlers or part thereof on the mess / canteen premises. The food handlers should fulfill the requirement of FSSAI with respect to **behavioral and personal cleanliness**. The other staff should be well-qualified and experienced workers having qualification not less than 8th pass preferably matriculation for which necessary certificates are to be produced. The person to be employed should have experience of at least one year in providing mess / canteen services. Breach of this condition shall be a breach of the contract. In case of change of workers, the new incumbent should possess the required qualifications. A fine of Rs. 500/- per day will be imposed for the duration of the period when this condition is not satisfied without prejudice to any other action under the contract

4.0 LABOUR REGULATIONS:

- (a) The contractor shall obtain a valid labour licence under the Contract Labour (R&A) Act 1970 and the Contract Labour (R&A) Central Rules 1971, before commencement of the work, else he will not depute more than 19 persons at a time on any day. A copy of labour licence has to be submitted by him to IIFT. He shall continue to have a valid licence until the completion of work. The contractor shall also abide by and comply with the provisions of the Child Labour (Prohibition and Regulation) Act 1986, Code on Wages, 2019, Employees Liability Act 23 - 2016, Workmen's Compensation Act 1923, Industrial Dispute Act 1947, Maternity benefits Act 1961 including maternity (Amendment) Act, 2017, Apprentices Act, 1961 read with Apprentices (Amendment) Rules, 2019, EPF & Misc. Provisions Act 1952 alongwith EPF latest Amendment 2021, and ESI Act 1948 along with latest Amendment 2021 or the modifications thereof or any other laws relating thereto and the rules made there under from time to time. The contractor is fully responsible to observe the above laws as amended from time to time in regard to his employees and compensation and other benefits / risks in relation to employees to be engaged by him.
- (b) The contractor shall indemnify IIFT against payments to be made for the observance of the laws.
- (c) The regulation aforesaid shall be deemed to be part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- (d) IIFT shall have the right to deduct from the money due to the contractor, any sum required or estimated to be required, for making good the loss suffered by a worker or workers, by reason of non-fulfillment of the conditions of the contract of the benefit of the workers, non-payment of wages or of deduction made from

his / their wages which are not justified by their terms of the contract for non-observance of the Regulations. In the event of any loss / damages caused directly or indirectly to IIFT, the same will be payable by the contractor along with such penalty as may be decided by IIFT which shall not be less than 10 percent of the total loss suffered by IIFT.

5.0 SAFETY REGULATIONS:

- (a) During the execution of work, unless otherwise specified the contractor shall at his own cost provide all materials and execute all work necessary for the stability and safety of all equipment, structures, excavations and shall ensure that no damage, injury or loss is caused or is likely to be caused to any person or property.
- (b) The contractor shall be responsible to take all precautions to ensure the safety of the property whether of public or Institute and shall post such lookout men as in the opinion of the officer in charge are required.

6.0 STATUS OF THE CONTRACTOR AND ITS STAFF MEMBERS:

- (a) The contractor shall have the legal status of an independent contractor. Neither the contractor nor its staff members, nor any person employed by the contractor or its agents for the performance of the services under the present contract shall be considered in any way as being staff members of IIFT.
- (b) The IIFT shall accept no liability for, nor any financial or other consequences arising from, sickness, injury, damages or death of the personnel of the contractor or of any person performing on their behalf any work under the present contract, including the time spent in travel, nor for any damages which may arise by reason of the neglect or default of any of them.
- (c) The contractor shall indemnify and hold harmless the IIFT in respect of any claim arising out of the contractor or its staff member's negligence or unlawful performance under the present contract for any liability as referred to in paragraphs 6(b) above, including their heirs and assigns, or by third parties.
- (d) For the purposes of this article, the term third party shall be deemed to include "inter-alia" officials of IIFT and its agents and officials, as well as any person or entity employed by the contractor or engaged for the contractor, in order to perform services for, or supplying goods to the contractor in connection with the implementation of the present contract.
- (e) Notwithstanding anything to the contrary contained in this contract, the contractor shall only be liable, and shall only be required to indemnify the IIFT, in respect of claims or liabilities that arise out of the negligence, breach of contract or unlawful conduct of the contractor or its staff members or agents in the performance of this contract.

7.0 RESPONSIBILITY FOR PAYMENT OF WAGES:

- (a) The contractor shall be responsible for payment of wages to each worker employed by him as contract labour and such wages shall be paid before the expiry of such period as may be prescribed.
- (b) In case the contractor fails to make payment of wages within the prescribed period or makes short payment, then IIFT shall make payment of wages in full or the unpaid balance due, as the case may be, to the contract labour employed by the contractor and recover the amount so paid from the contractor either by deduction from any amount payable to the contractor under any contract or as a debt payable by the contractor.
- (c) The contractor shall fix wage periods in respect of which wages shall be payable.
- (d) No wage period shall exceed one month.
- (e) The wages of every person employed by the contractor shall be paid by "ECS/Cheque" before the expiry of the seventh day after the last day of the wage period in respect of which the wages are payable. In case the work is completed before expiry of the wage period, final payment shall be made within **48 hrs.** of last working day. **All the payments should be made in presence of "Authorized Representative" of IIFT.**
- (f) Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the day on which his employment is terminated.

- (g) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act, 1936 (IV of 1936).
- (h) A notice showing the wage period and the place and time of disbursement of wage shall be displayed at the place of work and copy sent by the contractor to IIFT under acknowledgement.

8.0 SCHEDULE OF SUBMISSION OF BILLS:

The contractor shall submit single bill for the contract for the actual work done on monthly basis and the bills will be paid within 6 weeks thereafter as far as possible. However, any deterioration in the services should not be there on the plea of delay in receipt of payment. The payments for guest of students / IIFT's staff shall be collected directly by Mess Contractor.

9.0 PAYMENTS:

- 9.1 Payments will be made through RTGS (Real Time Gross Settlement) or NEFT (National Electronic Fund Transfer) on the basis of no. of students using the mess.
- 9.2 Mandate willing to receive e-payments signed by authorized signatory of vendor shall be submitted by the vendor containing following information at the time of signing of Agreement / Contract.
 - (a) Account beneficiary's name.
 - (b) Account type.
 - (c) Account number.
 - (d) Name of the bank.
 - (e) Bank Branch's NEFT code.
 - (f) IFSC code in case of Transfer through RTGS.

All the above particulars which form the essential element of this mandate may be duly verified by Banker of the vendor.

- 9.3 Monthly running bill will be submitted by the contractor along with Goods and Service Tax challans of the previous month exclusively deposited in the bank in respect of IIFT.
- 9.4 The contractor will also have to submit employee-wise proof of ESI & EPF contribution, of the previous month, as issued by appropriate authority, along with monthly bill. In case bills are not submitted with the above documents, IIFT will not be responsible for delay in payment.
- 9.5 If for any reason work is done for only a part of the month, payment will be made on pro-rata basis for the number of days work has been performed. This is without prejudice to the penalty to be imposed for contractual defaults.

10.0 DEDUCTIONS:

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

11.0 PRICES:

- 11.1 The quoted price are firm during period of contract. No increase in prices is permitted.
- 11.2 Prices charged by the bidder for services performed under this contract shall not be higher than the prices quoted by the bidder in its Bid.

12.0 SUBCONTRACTS:

The bidder shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in its bid. Such notification, in its original bid or later shall not relieve the supplier from any liability or obligation under the Contract.

13.0 DELAYS IN THE SUPPLIER'S PERFORMANCE:

- (a) 05 days shall be allowed for taking over possession of Mess premises from date of submission of Performance Guarantee.

- (b) Start of services and performance of the services shall be made by the bidder in accordance with (a) above or the time schedule specified by the purchaser in its purchase order. In case the services are not started in the stipulated time period, as indicated in the Purchase Order, purchaser reserves the right to short-close / cancel this purchase order and forfeit his performance guarantee or recover liquidated damage charges.

14.0 LIQUIDATED DAMAGES:

- (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 IIFT of its right to recover liquidated damages as per **Clause 14(b)** below.
- (b) Should the contractor fail to start services on specified date, IIFT shall be entitled to recover liquidated damages to the extent of the difference in charges incurred by IIFT in making alternative arrangements along with penalty of **Rs.1,000/-** per day for the delayed period.

15.0 ACTION BY PURCHASER AGAINST BIDDER(S) / VENDOR(S) IN CASE OF DEFAULT:

In case of default by Bidder(s)/ Vendor(s) such as:-

- (a) Failure to deliver and / or commission any or all of the services within the time period(s) specified in the contract, or any extension thereof granted by the purchaser.
- (b) Failure to perform any other obligation(s) under the Contract; and
- (c) If the contractor persistently neglect to carry out his obligation under the contract and / or commits default in complying with any of the term and the condition of contract and does not remedy it or take effective steps to remedy it within the time specified after a notice in writing is given to him in that behalf by purchaser.
- 15.1** When the contractor has made himself liable for any of the cases aforesaid, the IIFT shall have the powers to terminate the contract as aforesaid and forfeit performance guarantee.

16.0 FORCE MAJEURE:

- (a) If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.
- (b) Provided, also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the bidder at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the bidder may wish with the concurrence of the purchaser elect to retain.

17.0 EXTENSION OF CONTRACT:

IIFT will have the right to extend this contract on the same rates, terms & conditions at one time or in spells of lesser time period up to a cumulative maximum period of 6 months or till an alternative arrangement is made whichever is earlier. Extension beyond 6 months on the same rates, terms and conditions will be mutually agreed upon.

18.0 TERMINATION FOR INSOLVENCY:

IIFT may at any time terminate the contract by giving 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 IIFT.

19.0 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.

20.0 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.
- Explanation-

- 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.

21.0 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 section 6 (E) 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 Section 6 (E) in their technical bid.~~

22.0 Employment of skilled/semi-skilled workers

The contractor shall, at all stages of work, deploy skilled/semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/ National Institute of construction Management and Research (NICMAR)/ National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Officer in charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Officer-in-Charge. Failure on the part of contractor to obtain approval of Officer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate Rs. 200/- per such tradesman per day. Decision of Officer in Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

Provided always, that the provisions of this clause, shall not be applicable for works with estimated cost put to tender being less than Rs. 5 crores.

For work costing more than Rs. 10 Crores, and upto Rs. 50 Crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 20% of the unskilled workers engaged in the project in co-ordination with the CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi-skilled tradesmen.

For work costing more than Rs. 50 Crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 30% of the unskilled worker engaged in the project in coordination with the CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi-skilled tradesmen. The cost of such training as stated above shall be born by the Government. The necessary space and workers shall be provided by the contractor and no claim what so ever shall be entertained.

23.0 SET OFF:

Any sum of money due and payable to the bidder (including performance guarantee refundable to him) under this contract may be appropriated by the purchaser and set off the same against any claim of the purchaser for payment of a sum of money arising out of this contract or under any other contract made by the bidder with the purchaser.

24.0 COURT JURISDICTION:

Any dispute arising out of the tender / bid document / evaluation of bids / issue of APO shall be subject to the jurisdiction of the competent court at Delhi only.

25.0 Integrity Pact:- The Pact essentially envisages an agreement between the prospective vendors/bidders and buyers committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of contract. Only those bidders, who themselves to such a pact with the buyer would be considered competent to participate in the bidding process. In other words, entering into pact would be preliminary qualification. The integrity clause pact has been enclosed as Section 10.

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New Delhi

SECTION – 5 (PART – B)

SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)

(If there is any conflict in these instructions, with the other instructions in the tender document, these instructions will supersede all those instructions).....

- 1.0** Proprietor / Director of the vendor should visit and meet the management of IIFT as may be required for effective services. First such meeting must be had within 15 days of signing the agreement.
- 2.0** The vendor shall depute a competent authorized representative. The representative shall represent the vendor in his absence and all directions given to him shall be binding as if given to the vendor. The authorized representative shall not refuse to receive the instructions under any circumstances.
- 3.0** Agency shall ensure that all times one Manager and one Supervisor remain present during Break-fast, Lunch, Evening-Tea. It is desirable that Manager and supervisor continue for the contract period.
- 4.0** All items shall be cooked in the kitchen of the mess / canteen. No cooked items except certain type of snacks and Desserts identified beforehand will be brought from outside.
- 5.0** The Contractor will use only branded raw material for preparation of items. The permissible brands of various items are given in scope of work.
- 6.0** The Vendor shall prepare the food items in a hygienic atmosphere. IIFT reserves the right to send the food samples to the Govt. approved food testing laboratories for conducting microbiological tests.
- 7.0** No stale (not fresh, items used in a meal) items should be found in a mess / canteen after 24 hours of its preparation. Fine will be imposed as decided by the administration.
- 8.0** The food items supplied should be as per FSSAI/Government standards. If at any point of the time any penalty is imposed by the Government Authority i.e. by Food Inspector of Food Department, the same shall be borne by the Service Provider.
- 9.0** Use of plastic tea cups, plastic carry bags is discouraged. The mess / canteen vendor shall use environment friendly material only for serving Coffee, Tea etc. Such items being provided should be of food grade.
- 10.0** The deployed catering staff, shall be adequate as per requirements, trained, presentable, well dressed, well-mannered and well experienced to ensure timely, efficient and prompt service for both dining and buffet services.
- 11.0** Any additional deployment of workers as required from time to time shall be arranged within two days of communication in writing to the authorized representative of the vendor and payment for additional operator shall be made as per the terms & condition of this contract.
- 12.0** The contractor shall engage fully trained and adequately experienced staff and arrange to provide refresher training courses for them as and when required and as per directions of Institute.
- 13.0** The vendor shall keep the mess and its surrounding areas clean and up to date which includes sweeping and mopping of cooking area, dining hall, common areas, wash rooms, store room on daily basis with water and eco-friendly chemical. Also vendor shall arrange required sanitizers for their workers
- 14.0** The vendor shall make his own arrangement for providing all facilities like boarding and transport etc. for his workers.
- 15.0** The worker on duty will be polite and courteous while dealing with the IIFT Staff or any other persons. **The age of workers to be employed should not be more than 60 years.**
- 16.0** The vendor's worker should not indulge in any kind of Trade union / Association activities in and around IIFT Campus.
- 17.0** The agency/his workers/ his nominee shall not be permitted to stay overnight in Mess premises under any circumstances except those on essential duties as permitted by Institute.
- 18.0** The agency shall obtain Police verification report and medical examination report before employing workers. All workers should have good character and be free from communicable Disease and should have

been vaccinated against Covid-19. The medical examination shall be again conducted at interval of 6 months. A medical examination shall be conducted at least once in six months of all the employees. The Police verification and medical examination record shall be maintained by agency.

- 19.0 The vendor shall provide/issue Identity Cards bearing photographs to its mess staff and shall ensure that they wear them all times in the office/campus premises. The vendor shall provide to its staff all seasonal uniforms and necessary PPE kits etc.
- 20.0 The loss that IIFT may incur due to acts of omission or commission of vendor or his workers shall be deducted from the vendor's bills. The decision of VC IIFT or his successor in all such events shall be final and binding
- 21.0 If in the opinion of IIFT, any employee of the vendor is found to commit any misconduct or indulge in misbehavior, IIFT in its sole discretion may require the vendor to remove such employee and the vendor shall remove such employees without questioning the decision of IIFT in this respect. IIFT will be entitled to restrain such employees from entering the IIFT Campus.
- 22.0 Contractor will keep a close liaison with Mess committee and follow its instructions.
- 23.0 On special occasions, the Menu will be identified by Mess committee and prepared by Agency.
- 24.0 The Mess committee has the right to inspect store, kitchen for ensuring quality and maintaining Hygiene. The Mess committee has the right to take sample of all material being used for cooking and get it tested at recognized laboratories for its quality. The Agency shall not deny access for such inspection.
- 25.0 The number of students who uses the Mess may vary during vacation/out bound work of Institute. The agency must provide the service throughout the year without closing the Mess on any day unless ordered by the IIFT Administration.
- 26.0 Rebate may be allowed to student if they do not use **Mess facility minimum for 3 days** at a stretch with prior intimation to Mess Manager/ Mess supervisor. The maximum rebate allowed per quarter is 10 days
- 27.0 The premises of the Mess will be used for the purpose i.e. for storing of raw material, cooking and serving the food and not for any other purpose.
- 28.0 IGL pipeline gas supply have been installed in the mess / canteen kitchen area. A separate meter has also been installed. The monthly consumption charges on actual basis will be paid by the contractor. In addition to payment of the monthly consumption charges, contractor has to pay refundable consumption security deposit amounting to Rs. 60,000/- for the use of IGL connections.
- 29.0 Rs. 10,000/- p.m. shall be recovered as all-inclusive charge for using water, electricity, furniture and kitchen equipments indicated at section 3 from the date of handing over possession of the mess.
- 30.0 Electric appliances like electric heaters/ovens/cook tops will not be permitted in the Mess unless specifically approved by the Institute for a special purpose like baking/ frier.
- 31.0 IIFT will not provide serving plate, tea spoons, table spoons, serving spoons, forks, knives, stainless steel/ glass tumbler, bowls or any other item which may be required for serving /cooking of foods. All above items have to be arranged by the agency at their own cost after approval of sample by Mess committee.
- 32.0 Storing/supply/sale and consumption of drugs, alcoholic drinks, cigarettes or any other items of intoxication are strictly prohibited in the Institute's campus, including mess. Any breach of such restrictions by the contractor will attract deterrent action against the contractor as per statutory norms.
- 33.0 If at any time after acceptance of the tender, the purpose or object for which the tender has been accepted changes due to any supervening cause and as a result of which the work has to be abandoned or reduced in scope, IIFT shall give notice in writing to that effect to the contractor/vendor stating the decision as well as the cause for such decision at least 30 days in advance and the contractor/vendor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.
- 34.0 Contractor will be responsible for observing all security and safety regulations and instructions issued by IIFT from time to time in respect of persons employed by him.

35.0 The vendor shall not be permitted to assign or sub-contract the work awarded to him for any reasons whatsoever. If the work is not done as laid down in scope and conditions of contract, IIFT reserves the right to terminate the contract and engage a new vendor as per Clause 15, Section-5 “Part-A”

36.0 The vendor has to abide by all the statutory laws regarding labour welfare.

37.0 The selected party shall execute an agreement with IIFT containing detailed terms & conditions. The cost of registration of agreement, if any, shall be borne by the owner.

38.0 PENALTY CLAUSE :

39.0 The contracting agency would be expected to maintain high standards of Mess / Canteen services. Following Penalties shall be imposed for non-confirmation of terms and conditions of contracts. If the contractor persistently neglect to carry out his obligation even after imposition of penalties , action shall be taken for termination of contract after a notice in writing is given to him in that behalf by purchaser

PENALTIES FOR DEFICIENCY IN SERVICES AND VIOLATION OF TERMS AND CONDITIONS

Sl. No.	Rule Violation	Minimum Penalty on each occasion
1.	Veg and non-veg Items prepared on the same utensils	Rs. 2,000/-
2.	Non-availability of complaint/feedback registers on the counter / discouraging user from registering complaints	Rs. 1000/-
3.	Insects cooked along with food / found in the kitchen area	Rs. 10,000/-
4.	Soft objects like hair, rope, plastic, cloth etc. in food	Rs. 2,000/-
5.	Hard and / or sharp objects like glass pieces, nails, hard plastic etc.	Rs. 2,000/-
6.	Any complaint of stones / pebbles of diameter more than 2 mm in food	Rs. 5,000/-
7.	Three or more complaints of unclean utensils in a week	Rs. 2,000/-
8.	Food poisoning	Rs 20,000/-
9.	Inappropriate personal hygiene of workers including their dress and / or misbehavior by workers etc (eg- Non use of disposable headgear and gloves by staff)	Rs. 1,000/-
10.	Using brands not mentioned in the contract without prior permission and adulteration	Rs. 2,000/-
11.	Kitchen area not clean	Rs.1,000/-
12.	Tables not clean	Rs. 1,000/-
13.	Use of newspapers to keep fried items or any cooked food	Rs. 1,000/-
14.	Not displaying the price list	Rs. 1,000/-
15.	Selling items at higher rates (than approved rates)/ higher than MRP	Rs. 2,000/-
16.	Selling expired item	Rs. 2,000/-

Please Note:

1. Food poisoning may invoke the above fines, along with cancellation/termination of contract and possible blacklisting of the caterer. The security money deposited with the institute will not be refunded to the caterer in case the contract is cancelled/terminated for the above reason.
2. Severity of hygiene failure shall be assessed and decided by the administration and fined appropriately. In case of gross failure/negligence a severe penalty will be imposed, which could be a hefty fine as cash and/or summary termination of the Contract.
3. The vendor has the right to appeal to competent authority within 7 days of communication of the penalties against any of the penalties levied on them. The competent authority may pass appropriate orders in this regard, after due investigation. The decision of competent authority will be final and binding on all vendor.

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SECTION – 6

UNDERTAKING & DECLARATION

6 (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

6 (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

6 (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

6 (D) Certificate regarding restrictions on procurement from a bidder of a country which shares a land border with India

Certificate for EoI

"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 EoI 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:

Signature of bidder

Place:

Name of bidder

Along with date & Seal

SECTION – 7

PROFORMAS

7 (A) : For the Performance Guarantee

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

Subject : PERFORMANCE GUARANTEE

Whereas INDIAN INSTITUTE OF FOREIGN TRADE (hereafter referred to as "IIFT") has issued an APO no. Dated/...../2025 awarding the work of "Providing Mess Services at IIFT Delhi" to M/s....., R/o (hereafter referred to as "Bidder") and IIFT has asked him to submit a Performance Guarantee in favour of Director, IIFT of Rs./- (hereafter referred to as "P.G. Amount") valid up to/...../2025..... (hereafter referred to as "Validity Date").

Now at the request of the Bidder, We Bank Branch having (Address) and Regd. office address as (hereinafter called 'the Bank') agreed to give this guarantee as hereinafter contained:

1. We, "the Bank" do hereby undertake and assure to the IIFT that if in the opinion of the IIFT, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the IIFT the said sum limited to Performance Guarantee amount or such lesser amount as IIFT may demand without requiring IIFT to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
2. Any such demand from the IIFT shall be conclusive as regards the liability of Bidder to pay to IIFT or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and IIFT regarding the claim.
3. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
4. The Bank further agrees that the IIFT shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by IIFT against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of IIFT or any indulgence by IIFT to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.
5. Notwithstanding anything herein contained;

- (a) The liability of the Bank under this guarantee is restricted to the Performance guarantee amount and it will remain in force up to its Validity date.
- (b) The guarantee shall stand completely discharged and all rights of the IIFT under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
6. In case IIFT demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of **"Indian Institute of Foreign Trade"** and payable at **"Delhi"**.
7. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place :

Date :

(Signature of the Bank Officer)

(Rubber stamp of the bank)

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

.....

Telephone Numbers

Fax numbers

E-mail ID:

7 (B) : 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. IIFT(D)/E&M/1/(2)/2025-26, Dated : 26/06/2025 in respect of **Providing Mess Services at IIFT Delhi** which is due to open on 00/00/2025, in the chamber of Section officer (E&M), 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.

SECTION- 8 (Part-A)
BIDDER'S PROFILE & QUESTIONNAIRE
(To be filled in and submitted by the bidder)

A) BIDDER'S PROFILE:

1. Name of the Individual / Firm:.....
2. Present correspondences address:
-
- Telephone No., Mobile No., Email ID.
3. Address of place of Works / Manufacture:
-
- Telephone No., Mobile No., Email ID.
4. State the Type of Firm: Sole proprietorship / Partnership Firm / Private Limited Company
(Tick the correct choice)
- Certificate no. and Year of incorporation:.....
5. Name of the sole proprietor / partners / Director(s) of Pvt. Ltd. Co.:

S. No.	Name	Father's Name	Designation
1.			
2.			
3.			
4.			

6. Name of the person authorized to enter into and execute contract / agreement and the capacity in which he is authorized (in case of partnership / Private Ltd Company):
-
-
7. NEFT/RTGS details of Bid security/ EMD.....
8. Permanent Account No.:.....
9. FSSAI License No. Valid upto:
10. MSME Certificate No. Valid upto:
11. GST Registration No.

12. Annual Turnover and Profit of past five years as mentioned on letter head of CA

(a) Annual turnover and Profit for FY 2022-23.....

(b) Annual turnover and Profit for FY 2023-24

(c) Annual turnover and Profit for FY 2024-25.....

13. Bank Solvency Certificate attached :

Yes / No

14. Experience of providing mess services in IIMs /IITs / Top 25 B-school as per NIRF 2024 Ranking in Management(in the past 5 years) : Yes / No

If yes, kindly provide name and duration (From - Till):.....

.....

.....

.....

.....

.....

Experience of providing mess services in NITs/ Other University Colleges (in the past 5 years): Yes / No

If yes, kindly provide name and duration (From - Till) :.....

.....

.....

.....

.....

.....

Experience of providing dining services in other places (in the past 5 years) : Yes / No

If yes, kindly provide name and duration (From - Till):.....

.....

.....

.....

.....

.....

15. Details of the Bidder's Bank for effecting e-payments:

(a) Beneficiary Bank Name:

(b) Beneficiary Branch Name:

(c) IFSC code of Beneficiary Branch:

(d) Beneficiary Account No.:

(e) Branch Serial No. (MICR No.):

16. Whether the firm has Office / works (i.e. manufacture of the tendered item) in Delhi. If so, state its Address

.....

.....

.....

.....

B) QUESTIONNAIRE

1.0 Do you think any other detail / material is required to complete the work specified in the specification? Yes / No

1.1 If Yes, Give details:

.....
.....
.....

2.0 Do you think any other item of work need to be included in tender form to complete the work specified in the specification? Yes/ No

2.1 If Yes, Give details:

.....
.....
.....

3.0 Suggestion for improvement of the tender document:

.....
.....
.....

Date

Signature of bidder.....

Name of bidder.....

SECTION- 8 (Part-B)

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 **INDIAN INSTITUTE OF FOREIGN TRADE** and **M/s** hereinafter referred to as the contractor.

Whereas the contractor have contracted with the **INDIAN INSTITUTE OF FOREIGN TRADE** in respect of “Providing Mess services at IIFT Delhi Centre” 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 **INDIAN INSTITUTE OF FOREIGN TRADE** an amount not exceeding **Rs./- (Rupees only)** against any loss or damage caused to or suffered by the **INDIAN INSTITUTE OF FOREIGN TRADE** 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 **INDIAN INSTITUTE OF FOREIGN TRADE** and also if the said contractor or their representative shall pay or cause to be paid to the said **INDIAN INSTITUTE OF FOREIGN TRADE** 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 **INDIAN INSTITUTE OF FOREIGN TRADE** or in making good any losses damages or expenses hereinbefore mentioned or any part thereof, then it shall be lawful for the **INDIAN INSTITUTE OF FOREIGN TRADE** 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 **INDIAN INSTITUTE OF FOREIGN TRADE** 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 **INDIAN INSTITUTE OF FOREIGN TRADE** for the time being & until the final adjustment of the accounts between the said contractor & the **INDIAN INSTITUTE OF FOREIGN TRADE** 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 **INDIAN INSTITUTE OF FOREIGN TRADE** for the time being or in any **Treasury** in which they may be lodged by the **INDIAN INSTITUTE OF FOREIGN TRADE**. In witness where of the said contractor and the said **INDIAN INSTITUTE OF FOREIGN TRADE** acting in the premises as aforesaid have set their respective hands and seals the day and year first above written. **The terms & condition of NIT No. IIFT(D)/E&M/1(2)/2025-26, Dated : 26/06/2025 forms the integral part of this agreement.**

SECTION – 9 (PART – A)

TECHNICAL BID LETTER

To,

Section officer (E&M)
Indian Institute of Foreign Trade (IIFT)
IIFT Bhawan
B-21, Qutub Institutional Area
New Delhi - 110016

Sub.: Tender for “Providing Mess services at IIFT Delhi”.

Ref.: Tender No.: IIFT(D)/E&M/1(2)/2025-26, Dated : 26/06/2025

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 online with -bid :

Eligibility Criteria :

- i. Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 of the NIT. Viz;
 - a) **Copy of Registration with competent authority [(Department for Promotion of Industry and Internal Trade (DPIIT)] for bidder from a country which shares a land border with India**
 - b) Copy of FSSAI License
 - c) Work experience certificate
 - d) Copy of PAN
 - e) 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.
 - f) Proof of payment of Bid security / EMD through DD / NEFT / RTGS
- ii. Documents (self-attested) stated in Clause-10 of Section-4. Viz;
 - a) Valid NSIC / MSME certificate, if any.
 - b) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.
- iii. Undertaking & declaration duly filled & signed. (Section - 6A)
- iv. Near-Relation Certificate duly filled & signed. (Section - 6B)
- v. Declaration in respect of no addition / deletion / corrections in downloaded tender (Section - 6C)
- vi. Certificate regarding restrictions on procurement from a bidder of a country which shares a land border with India (Section - 6D)
- vii. ~~Local content Declaration & Self Certification towards preference to Make in India (Section 6E)~~
- viii. Bidder's Profile & Questionnaire duly filled & signed. (Section - 8)
- ix. Integrity Pact duly filed and signed (Section-10)

Yours truthfully,

Signature_____

Date:

Name_____

Address_____

Telephone_____

Seal of the firm_____

SECTION – 9 (PART – B)

FINANCIAL BID LETTER

From,

.....
.....

Bidder's Ref: No:, Dated

To,

**Section officer (E&M)
Indian Institute of Foreign Trade (IIFT)
IIFT Bhawan
B-21, Qutub Institutional Area
New Delhi - 110016**

Ref.: Your Tender Enquiry No. IIFT(D)/E&M/1(2)/2025-26, Dated : 26/06/2025

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 **90 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 2025

Signature

Name

In the capacity of

Duly authorized to sign the bid for and on behalf of

SECTION – 9 (PART-B)

PRICE SCHEDULE

Name of Work : Providing Mess Services at IIFT Delhi campus.

(A) : Requirement per month

Sl. No.	Description	Quantity	Unit	Rate (including GST) in Rs.	Amount (in Rs.)
1	Providing Mess service to student (four times meals) as per scope of work as described in Section – 3	350	Per student per month		
2. (a)	Providing breakfast for Staff/Faculty and guest as per scope of work in section 3 of tender document	600	Each		
2. (b)	Providing lunch for staff/Faculty and guest as per scope of work in section 3 of tender document	600	Each		
2 (c)	Providing evening tea with snacks for staff / Faculty and guest as per scope of work in section 3 of tender document	300	Each		
(A) AMOUNT per month (in Rs.) :					
(B) Amount for 7 months : 7 x (A) =					
TOTAL (in words): Rupees only.					

- Quoted Rates shall be inclusive of all expenses to be incurred by vendor for providing goods and service as specified in the Scope of Work and Technical Specification of Section-3 of the tender document including Goods and Service Tax.
- Minimum wage, EPF employer's contribution, ESIC employer's contribution or any statutory obligation has to be paid by vendor as per Govt. notification from time to time.

Section officer (E&M)
Email ID : soem@iift.ac.in
Indian Institute of Foreign Trade
New Delhi

Section-10

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____2025, between, on one hand, the Vice-Chancellor, _____ IIFT _____ Delhi acting through Shri.....,.....Designation of the officer,Ministry/Department, Government of India (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to -

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the Contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration,

reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorised government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the

BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of

the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5 Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount_____ (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

- (i) Bank Draft or a Pay Order in favour of _____
- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever

and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

- (iii) Any other mode or through any other instrument (to be specified in the RFP).

5.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall

stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

8.1 The BUYER has appointed Independent Monitors.(hereinafter referred to as Monitors) for this Pact in consultation .with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 "Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon "his request and demonstration of a. valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The. Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such

meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the

satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _____ on _____

BUYER

Name of the Officer.

Designation

Deptt./MINISTRY/PSU

BIDDER

CHIEF EXECUTIVE OFFICER

Witness

1. _____

2. _____

Witness

1. _____

2. _____

*Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.