

Centre for Trade and Investment Law

Call for Expression of Interest for engagement of experts/consultants for a study regarding Greenhouse Gas Emissions

1. About CTIL

The Centre for Trade and Investment Law (CTIL) was established in the year 2016 by the Ministry of Commerce and Industry, Government of India, at the Indian Institute of Foreign Trade (IIFT). CTIL's primary objective is to provide sound and rigorous analysis of legal issues pertaining to international trade and investment law to the Government of India and other governmental agencies. The Centre has already created a dedicated pool of legal experts who routinely provide technical inputs to various agencies of the Government and work towards enhancing India's participation in international trade and investment negotiations and dispute settlement.

2. Objective of the Tender

In light of the commitments under the UNFCCC and Paris Agreement and to achieve their respective targets of emission reduction, many countries have introduced measures to mitigate climate change and reduce greenhouse gas emissions (GHG emissions). In this regard, the Centre intends to engage experts/consultants/agencies based in India to undertake a study on issues like input-output modelling and usage, emission-reducing green technologies, energy consumption norms, trade simulation and scenario building. The objective of this tender is to select the experts/consultants/agencies for the preparation of the report of the study.

3. Scope of Work

- i) Gathering of primary and secondary data on proprietary related to GHG emissions in iron, steel, aluminium, electricity, and allied sectors.
- ii) Consultations with MSMEs/SMEs/experts/training centers and any other relevant stakeholders in GHG emissions field.
- iii) Conduct emissions data analysis/ regression models to generate the comprehensive reports.
- iv) Analysis of adoption of green technology to mitigate GHG emissions.
- v) Analysis of customs compliance implications for Indian exporters.
- vi) Highlighting areas in customs compliance which may require adjustments to comply with CBAM.

4. Estimated Cost: Rs. 30 lakhs (incl. applicable taxes).

5. Time: The study is expected to be completed within two (02) months from the date of award of contract.

6. Payment Terms: Payment shall be released two phases i) 30% of the work order value on at preliminary stage on submission of first synopsis and ii) 70% of the work order value at the final stage once the final study report gets approved by the Competent Authority.

7. Eligibility criteria

The Centre intends to engage qualified experts/consultants or agencies based in India with sufficient experience in areas related to emissions technology, emissions-related tools, scientific calculation of emissions in the production process, etc for this study. More specifically, the experts/consultants must possess the following:

- i) Extensive experience of input-output modelling and usage;
- ii) Proficiency in energy consumption norms; and
- iii) Experience of trade simulation and scenario building

8. Evaluation Criteria

A. Technical Evaluation

The technical evaluation shall be based on criteria provided in the table below:

Criterion	Weightage
Eligibility and relevant experience in industry consultancy work	15%
Comments and suggestions to improve the quality/effectiveness of the study	20%
Proposed methodology and work plan	50%
Quality of proposed staff	15%
Total	100%

B. Financial Evaluation

The Financial proposal of only those experts/consultants shall be opened who are technically qualified (scoring above 70%).

9. Award of Contract

- i) The experts/consultants will be ranked according to their combined technical and financial scores.
- ii) The technical evaluation will have a 75% weight, while the financial evaluation will carry a 25% weight. Contracts will be evaluated and awarded as adjudged by the Evaluation Committee of CTIL.
- iii) Upon technical and financial evaluation of the proposals, CTIL shall issue a Letter of Intent to the selected Consultants.

- iv) The Consultants will sign the contract and are expected to commence the assignment thereafter.
- v) If no communication is received by the Consultants, it should be construed that either the Project has been abandoned or the Consultant has not qualified to undertake the Study.

10. Submission of Proposal

- i) The experts/consultants are invited to submit a technical and financial proposal for the preparation of a study on examining carbon emissions by Indian companies, calculation tools for such emissions, etc.
- ii) The checklist for financial proposal is presented below:

S. No.	Item	Submitted by bidder
1.	Covering letter	
2.	Professional fee with break-up (including all expenses and applicable taxes)	

- iii) The original Technical Proposal (**as per Annex I**) shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL” followed by the name and contact details of the bidder.
- iv) The original Financial Proposal shall be placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the name and contact details of the bidder.
- v) If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non- responsive.
- vi) The proposals should be sent to CTIL on or before **27 September 2023 by 5:00 PM**. Proposals received later than this date will not be accepted.
- vii) The envelopes containing the Technical and Financial Proposals shall be placed into a single outer envelope and sealed and sent to –

Centre for Trade and Investment Law (CTIL)
Senior Administrative Executive, CTIL
Room No. 612, NAFED House,
Siddharth Enclave, Ashram Chowk,
Ring Road, New Delhi - 110014.
- viii) The outer envelope of proposal shall bear the title of the Study “**EOI to conduct research on Greenhouse Gases**” along with the submission address.
- ix) CTIL shall not be responsible for misplacement, loss or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be a case for Proposal rejection.

11. Opening of Proposals

- i) The Technical Proposal shall be opened by Centre for Trade and Investment Law (CTIL) on **27th September, 2023 at 5:30 PM.**
- ii) The date and time of opening of Financial Proposal will be intimated later on to the responsive bidders only.

12. General Conditions of Contract

- i) The engagement shall be purely on a contractual basis for the aforementioned project for the period agreed between the final awardee and the Centre.
- ii) The experts/consultants/agencies may request clarification regarding the scope of the study by writing to satwik@iift.edu with a copy to ctiloffice@iift.edu.
- iii) The experts/consultants shall bear all costs associated with preparing and submitting their proposals including any related ancillary expenses.
- iv) CTIL is not bound to accept any proposal and reserves the right to cancel the selection process (either partially or fully) at any time prior to contract award, without thereby incurring any liability to the experts/consultants.
- v) The experts/consultants shall maintain confidentiality on all matters disclosed till proper instruction is issued for publication.
- vi) CTIL reserves the right to terminate the contract in the event of any violation of the above.
- vii) All intellectual property developed during the course of the project shall be the exclusive property of CTIL, and CTIL will have full authority and discretion towards the manner in which it is utilised.
- viii) Any disagreement shall be amicably settled between the parties.

13. Earnest Money Deposit

- a) The bidder shall furnish the bid security / EMD Rs. 60,000/- (2% of the estimated cost) through a DD in favour of “Indian Institute of Foreign Trade, New Delhi” or through NEFT/RTGS in favour of “Indian Institute of Foreign Trade. (Bids without EMD will be summarily rejected). The bidder shall furnish the bid security / EMD through NEFT/RTGS in favour of “Indian Institute of Foreign Trade as per details given below. Details for NEFT/RTGS are as under;

Beneficiary Name: IIFT (Centre for Research on International Trade) CRIT
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.– 6925672720

- b) 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.

14. Performance Bank 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 CTIL for an amount equal to 3% of the value of purchase order within 14 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 20 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.

15. 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 with the concurrence of the purchaser elect to retain.

16. 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 CTIL of its right to recover liquidated damages as per Clause 15(b) below.
- b) Should the contractor fail to start services on specified date, CTIL shall be entitled to recover liquidated damages to the extent of the difference in charges incurred by CTIL in making alternative arrangements along with penalty of Rs.500/- per day for the delayed period.

17. 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 Head, CTIL 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 CTIL, New Delhi.

18. Effect and Jurisdiction

The law applicable to this EOI shall be the laws in force in India. The courts in New Delhi, shall have exclusive jurisdiction in all matters arising under and on account of this EOI.

19. Clarification of Bids:

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

20. Penalty Clause:

In the event of non compliance of any of the terms & conditions of this contract and non-satisfactory performance of the agency, the penalty of maximum 10% of the bill value will be imposed on the agency subject to the extent of actual damages/ quality lapse as decided/ calculated by CTIL.

21. Service Warranties:

Supplier shall perform all Services: (i) exercising that degree of professionalism, skill, diligence, care, prudence, judgment, and integrity which would reasonably be expected from a skilled and experienced service provided providing services under the same or similar circumstances as the Services under this Agreement; (ii) in accordance with all Specifications and all Buyer policies, guidelines, by-laws and codes of conduct applicable to Supplier; and (iii) using only personnel with the skills, training, expertise, and qualifications necessary to carry out the Services. Buyer may object to any of the Supplier's personnel engaged in the performance of Services who, in the reasonable opinion of Buyer, are lacking in appropriate skills or qualifications, engage in misconduct, constitute a safety risk or hazard or are incompetent or negligent, and the Supplier shall promptly remove such personnel from the performance of any Services upon receipt of such notice, and shall not re-employ the removed person in connection with the Services without the prior written consent of Buyer.

22. Near-relationship certificate:

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

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

The near relatives for this purpose are defined as:-

- a) Members of a Hindu undivided family.
- b) They are husband and wife.
- c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law). The format of the certificate is given in Annexure - IV.

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

- I. Any bidder from a country which shares a land border with India will be eligible to bid against this tender only if the bidder is registered with the Competent Authority [Department for Promotion of Industry and Internal Trade (DPIIT)] as specified in Annex-I of Order (Public Procurement No.1) Dated 23.07.2020.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this order means:-
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means;
 - a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
 - b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.

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

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

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

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

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

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

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

24. Preference to Make in India:

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

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

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

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

v) Verification of local content:

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

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

Place:

Signature with stamp of the bidder:

Date:

Name, Address of the bidder: Cell/ Tel No.:

Preparation of Proposal

The experts/consultants shall submit separate technical and financial proposals for the study.

The Proposals must remain valid for at least 30 days after the submission date. During this period, the experts/consultants shall maintain the availability of professional staff nominated in the Proposal and also keep the financial proposal unchanged.

In preparing their Proposal, the experts/consultants are expected to examine in detail the scope of the study. Material deficiencies in providing the information requested may result in the rejection of a Proposal.

The Technical Proposal shall provide the following information:

- i) A brief description of the experience of experts/consultants, along with details of the experience of assignments which are similar to the proposed assignment as per the terms of reference.
- ii) Draft Terms of Reference including workable suggestions that could improve the quality/effectiveness of the Assignment.
- iii) A description of the approach, methodology and work plan for performing the Assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing.

The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be rejected summarily.

The Financial Proposal shall list all costs associated with the Assignment and if appropriate, these costs should be broken down by activity. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

The experts/consultants shall fully familiarize themselves with the applicable taxes on amounts payable by CTIL under the Contract. All such taxes must be included by the Consultants in the financial proposal.

Both Technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the experts/consultants themselves. The person who signed the proposal must initial such corrections.

The experts/consultants or an authorized representative of the Consultant shall initial all pages of the Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".

Format for Technical Proposal

1. The format for submission of the Technical Proposal includes:
 - a. Letter of Proposal
 - b. Expert's/consultant's experience
 - c. Copy of PAN Card
 - d. Copy of GST Certificate
 - e. Draft TOR
 - f. Approach and methodology
 - g. Team composition
 - h. Work Schedule (including expected commencement day, draft submission, etc.)

2. In addition to these, the experts/consultants may add or delete sections. An Evaluation Committee of the CTIL will evaluate the proposal and will primarily look into the aforementioned sections for this purpose.

UNDERTAKING REGARDING BLACKLISTING / NON – DEBARMENT

To,

Senior Administrative Executive, CTIL
Room No. 612, NAFED House,
Siddharth Enclave, Ashram Chowk,
Ring Road, New Delhi - 110014.

We hereby confirm and declare that we, M/s -----, is not black listed/
De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/
or any other agency for which we have Executed / Undertaken the works/ Services during the last 5
years.

For -----

Authorized Signatory

Date:

UNDERTAKING & DECLARATION

FOR UNDERSTANDING THE TERMS & CONDITION OF EOI & 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.
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 CTIL.
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 EOI offer are correct.
2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, CTIL 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 CTIL. In addition, CTIL may debar the contractor from participation in its future EoI/Tender.

Date:

Place :

Signature of bidder
Name of bidder

.....

Along with date & Seal

NEAR RELATIONSHIP CERTIFICATE

(Format of the Certificate)

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

Date:

Place:

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

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

Certificate for Tenders

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

Certificate for Tenders for Works involving possibility of sub-contracting

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

Date:

Place:

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

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

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

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

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

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

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

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

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

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

Signed by me at _____ on _____ 09/2023

Authorized signatory

(Name of the Firm entity)

Declaration in respect of no addition / deletion / corrections in downloaded EOI (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:

Place:

Signature of bidder

Name of bidder

Along with date & Seal

PROFORMA

For the Performance Guarantee

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

Subject: PERFORMANCE GUARANTEE

Whereas Centre for Trade and Investment Law (hereafter referred to as “CTIL”) has issued a work order no. Dated/...../2023 awarding the work of “**Engagement of Experts/Consultants for a study regarding Greenhouse Gas Emissions**” at CTIL, New Delhi to M/s....., R/o..... (hereafter referred to as “Bidder”) and CTIL has asked him to submit a Performance Guarantee in favour of Head, CTIL of Rs /- (hereafter referred to as “P.G. Amount”) valid up to/...../2023 (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 CTIL that if in the opinion of the CTIL, 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 CTIL the said sum limited to Performance Guarantee amount or such lesser amount as CTIL may demand without requiring CTIL 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 CTIL shall be conclusive as regards the liability of Bidder to pay to CTIL 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 CTIL 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 CTIL 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 CTIL 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 CTIL or any indulgence by CTIL 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 CTIL 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 CTIL 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:

.....

DRAFT – AGREEMENT

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

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

Whereas the contractor have contracted with the **CENTRE FOR TRADE AND INVESTMENT LAW** in respect of “**Engagement of Experts/Consultants for a study regarding Greenhouse Gas Emissions at CTIL**” vide no. dated for a period of **20** months **w.e.f. to** and whereas the said contractor have prior to the execution of these presents offered a **Bank Guarantee No. dated** as Performance Guarantee vide which the said has undertaken to pay to the **CENTRE FOR TRADE AND INVESTMENT LAW** an amount not exceeding **Rs./- (Rupees** **only)** against any loss or damage caused to or suffered by the **CENTRE FOR TRADE AND INVESTMENT LAW** by reason of any breach of contract by the said contractor of any terms and conditions contained in this agreement.

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

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

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

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

And it is further declared and agreed to between the said parties to these presents that until the completion of the said scheduled works contracted to be executed and performed by the said contractor to the satisfaction (to be certified as aforesaid) of the **CENTRE FOR TRADE AND INVESTMENT LAW** for the time being & until the final adjustment of the accounts between the said contractor & the **CENTRE FOR TRADE AND INVESTMENT LAW** and payment of the final balance (if any) in connection with said contract, the bank guarantee shall remain in the hands and custody of the **CENTRE FOR TRADE AND INVESTMENT LAW** for the time being or in any **Treasury** in which they may be lodged by the **CENTRE FOR TRADE AND INVESTMENT LAW**. In witness where of the said contractor and the said **CENTRE FOR TRADE AND INVESTMENT LAW** acting in the premises as aforesaid have set their respective hands and seals the day and year first above written. **The terms & condition of NIT No. 87/06/2023-24_CTIL दिनांक / DATED: 13/09/2023** forms the integral part of this agreement.

(Authorized Signatory)

CTIL, New Delhi

(Authorized Signatory)

Name of the Agency

Witnesses:

1.

1.

2.

2.