



Ref. No.: EOI/QCT/2025-26/CRIT

Dated: 24.06.2025

Expression of Interest (EOI)

**IMPACT ASSESSMENT OF QUALITY CONTROL ORDER (DATED 2021) ON TOYS
BIS Product Certification Scheme-1**

1. INTRODUCTION TO THE PROJECT

Both mandatory and non-mandatory regulations govern the quality ecosystem in India. Under it, the focus is on ensuring superior and safety-compliant products to drive economic growth and development. Along the same lines, some 170 Quality Control Orders (QCOs) have been initiated by the concerned regulatory Ministries and Departments like the Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Steel, Textiles, Mines, Chemicals and Fertilisers, etc. QCOs are issued to provide safe, reliable, quality goods, minimise health hazards to consumers, infuse quality in the manufacturing eco-system, promote exports, and prevent deceptive practices. The BIS certification promotes quality assurance and protects consumer interests. The BIS provides technical inputs to the Central Government to help issue QCOs. The BIS also participates in stakeholder consultations for the QCOs organised by the Government of India's sectoral regulators/line ministries.

These Quality Control Orders cover critical products/ supplies that impact consumer health and safety. These QCOs mandate compulsory compliance with Indian Standards and essential requirements of products notified under these QCOs and mandatory use of BIS standard Mark under a valid license from BIS. Manufacturers and suppliers of such products are obligated to comply with these QCOs' provisions and obtain BIS certification within the specified time. Products covered under these QCOs include, for example, products belonging to Electrical Accessories, Laboratory Glassware, Hinges, Iron and Steel products, Copper Products, footwear, Door Fittings, high-technology products, and the safety of toys, etc. These QCOs also aim to strengthen the quality and safety of "Made in India" products manufactured domestically and those being imported into the country.

BIS, the country's National Standards Body, has published more than 22,000 Indian Standards on various products, services, and systems through a vast network of technical committees and experts in the field. Out of these 22,000 standards, around 10,000 standards pertain to product specifications. At present around 1300 standards are covered in BIS conformity assessment scheme-1. Under this scheme-1, BIS grants a license to manufacturers to use BIS standard marks on their products after ensuring conformity to the relevant standards. Standards are voluntary by nature; however, over 700 products out of 1250 are covered under QCOs mandating compulsory certification from BIS. Mandatory compliance with standards through QCOs ensures that products meet specific safety or quality requirements. In other words, the critical distinction between standards and legislation is that standards are voluntary, whereas legislation is mandatory.

Standards are developed in consultation with a large number of stakeholders. The stakeholders involved in the national standardisation process can broadly be categorised as representatives



from industry, consumers/users, technologists (R&D and scientific institutions, academia, individual subject experts, etc.), and government departments/regulators. BIS presents the national viewpoints on new areas for international standardisation and draft international standards. During the development of these standards, the country's interest is protected and, therefore, gets reflected in these standards. This also enables the BIS technical Committees to consider the adoption of the International Standards as Indian Standards, with or without modifications, to allow our products and services to integrate with global trade and commerce.

2. **ABOUT CENTRE FOR RESEARCH IN INTERNATIONAL TRADE (CRIT)**

The Centre for Research in International Trade (CRIT), was established in April 2016 which is a part of Indian Institute of Foreign Trade (IIFT), New Delhi under the Department of Commerce, Ministry of Commerce and Industry, Government of India. CRIT currently has two Centres under it's Umbrella i.e. The Centre for WTO Studies and The Centre for Trade and Investment Law (CTIL).

3. **GENERAL INSTRUCTIONS TO THE BIDDERS:**

Imported Dates	
Date of issue of document	24.06.2025
Bid submission start date	24.06.2025
Bid submission end date	15.07.2025 02:00 pm
Date of Technical Bid opening	15.07.2025 02:30 pm
Financial Bid (Opening Date)	The eligibility of bidders for considering the financial quotations will be decided after evaluation of the technical proposal. Only those bidders that are found eligible as per technical evaluation will be considered for financial evaluation.
EoI notice collection point:	Dr. Murali Kallummam, Head – Administration, CRIT Centre for WTO Studies, CRIT, 8 th Floor, NAFED House, Siddhartha Enclave, Ashram Chowk, New Delhi-110014
Contact Person (for any clarification or query)	For clarification, bidders may write to headadmin_crit@iift.edu
Time for Commissioning Services	05 Days
Time for providing Services	05 Months
Bid Validity Period	90 Days
Bid Value	20 Lakhs
Submission of EoI	Bids under two bid system (Technical and Financial) are invited in offline mode. The bidder shall provide necessary information/details as per the two formats provided separately. The bidder shall submit its technical and financial bids in a sealed envelope addressed to: Dr. Murali Kallummam, Head – Administration, CRIT



	<p><u>Centre for WTO Studies, CRIT, 8th Floor, NAFED House, Siddhartha Enclave, Ashram Chowk, New Delhi-110014</u></p> <ul style="list-style-type: none"> • The bidder shall provide signed and scanned copy of valid registration certificate for PAN, TAN & GST. • The applicable GST rates must be mentioned against the service provided clearly. • CRIT has the right to cancel the bid at any time, extend or postpone the last date for submission of the bid, information for which will be sent to all concerned in advance. • CRIT has right to reject any offers that are found to be incomplete and not having enough details for the technical evaluation. • CRIT reserves the right to further negotiate the financial terms / other facilities with the bidder as per the specific requirement of the Centre. <p>Bid Security / EMD:</p> <p>a) The bidder shall furnish the bid security / EMD amounting to Rs. 1,00,000/- (Rupees One Lakh only) through NEFT/RTGS/DD in favour of "Indian Institute of Foreign Trade 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</p> <p>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 for the EoIed item / service.</p>
--	---



4. TECHNICAL EVALUATION AND SELECTION CRITERIA (The Technical Bids shall be evaluated on the following parameters of the bidders):

a. Pre-qualification evaluation:

S. No.	Description	Specific Requirements
1.	<p>Duly filled & signed; <u>Envelope: 1</u></p> <ul style="list-style-type: none"> Supporting documents for technical evaluation such as previous work experience, IT capabilities, employee profile and regional spread and other relevant documents (viz. valid PAN and GST, incorporation certificate of the firm, etc.). Proof for EMD submission or MSME certificate. Non-Disclosure Agreement (NDA) Undertaking & Declaration, Near Relationship Certificate, Declaration in respect of no addition / deletion / correction in downloaded EoI, Certificate regarding restriction on procurement from a bidder of country which shares a land border with India. Local content Declaration & Self Certification towards preference to Make in India. 	As per format provided in the EoI document attached at respective Annexure from I-VI
2.	<p><u>Envelope: 2</u> Financial Bid</p>	As per format provided in the EoI document attached at Annexure – X.

b. Technical evaluation criteria:

S. No.	Description / Parameters	Score calculation (Marks)	Max. Marks
1.	Experience in providing to Govt. / Central Govt. / PSU's/ Public Sector Bank/ National Institute of repute during preceding 7 years (Manpower branches spread over India or hiring manpower to take care of the regional spread).	50	100
2.	IT capabilities of the Organization.	20	
3.	Detailed profile of Employees (viz., Phd., Engineers, MBAs).	20	
4.	Regional Spread.	10	



5. SCOPE OF WORK

Technical Regulation and New QCOs

Article 20 of the General Agreement on Tariffs and Trade (GATT) allows governments to act on trade to protect human, animal, or plant life or health, provided they do not discriminate or use this as disguised protectionism. In addition, generally, two specific WTO agreements deal with food safety, animal and plant health and safety (SPS), and product standards (TBT). Both try to identify how to meet the need to apply standards and, at the same time, avoid disguised protectionism. These issues are becoming more critical as tariff barriers fall — some compare this to seabed rocks appearing when the tide goes down. In both cases, if a country applies international standards, it is less likely to be challenged legally in the WTO than if it sets its standards.

The WTO Agreement on Technical Barriers to Trade (TBT) recognises that no country should be prevented from taking measures necessary to ensure the quality of its exports, protect human, animal, or plant life, protect the health of the environment, or prevent deceptive practices at the levels it considers appropriate.

In India, Technical regulations include Quality Control Orders (QCOs) and Compulsory Registration Orders (CROs). The TR regime is being strengthened to promote public health, safety, and environmental protection, safeguard national security requirements, and discourage deceptive trade practices.

The standards issued for any product are for voluntary compliance unless the Central Government notified it to make its compliance mandatory through the issuance of TR (QCOs/CROs).

Implementing QCOs aims to ensure the supply of safe, reliable, and quality goods, minimise health hazards to consumers, infuse quality in the manufacturing ecosystem, promote exports, and prevent deceptive practices. QCOs are primarily issued under the BIS Act, 2016, or other statutes such as the Explosive Act, 1884, and Gas Cylinder Rules, 2016, etc.



Scope and Methodology

Scope

The scope of the present study is to analyse the ~~safety~~ impact of the Toys (Quality Control) Order, 2020, issued vide (S.O. 853(E) dated 25th February 2020). This order has been implemented with effect from 1st January 2021.

The Toys QCO plays a crucial role in ensuring the safety and quality of Toys products. Indian standards covered under the QCO include both Electric and non-electric toys. These standards also include essential information about toys' quality, safety, and composition (chemicals and active ingredients used in formulations). Scopes of analysis would highlight some of these aspects: Physical Properties (details about appearance, particle size, density, and solubility); Chemical Composition (Information on impurities, residual solvents, and chemical identity); choking risks due to small parts and flammability. The QCOs would lead to consumer safety and confidence in products, and they have the potential for the sector to attain a global reach.

This proposal outlines a comprehensive study to assess the impact of the Toys Quality Control Order, 2020, issued by DPIIT. The study will analyse the effects of QCO on the quality and safety of toys being manufactured, imported, and sold in the country and the effects on major stakeholders, including consumer sub-groups, manufacturers, traders, importers, procurement agencies, and educators. The study will also consider aspects such as technological advancements, testing lab infrastructure, export competitiveness, awareness of chemical use, toxicity, and toys with small parts (choking risk).

The study would include all the toy safety standards listed in QCO, covering electric and non-electric toys.

Table 1: Mandatory – Toys standards notified in QCO

Goods or articles	Indian Standard	Title of Indian Standard



(1)	(2)	(3)
Toys	IS 9873 (Part 1): 2018	Safety of Toys Part 1 Safety Aspects Related <u>to Mechanical and Physical Properties.</u>
	IS 9873 (Part 2): 2017	Safety of Toys Part 2 <u>Flammability.</u>
	IS 9873 (Part 3): 2017	Safety Requirements for Toys Part 3 <u>Migration of Certain Elements.</u>
	IS 9873 (Part 4): 2017	Safety of Toys Part 4 Swings, Slides, and Similar Activity <u>Toys for Indoor and Outdoor Family Domestic Use.</u>
	IS 9873 (Part 7): 2017	Safety of Toys Part 7 Requirements and <u>Test Methods for Finger Paints.</u>
	IS 9873 (Part 9): 2017	Safety of Toys Part 9 <u>Certain Phthalates Esters in Toys and Children's Products</u>
	IS 15644: 2006	<u>Safety of Electric Toys.</u>

Source: <https://www.bis.gov.in/product-certification/products-under-compulsory-certification/scheme-i-mark-scheme/>.

Methodology:

The Toys QCO will be analysed using a detailed methodology to understand the various safety and quality-related impacts and is executed in four broad categories:

1. Impact on Quality (main focus on Companies, Lab reports, and Consumers);
2. Impact on Consumers (Sales, Exports, and Survey of Retail and Wholesale, consumers, teachers);
3. Impact on Industry and Trade (main focus on profitability); and
4. Impact on Educators and procurement agencies (main focus of the survey)

The final date of implementation in the case of this QCO was 1 January 2021, which indicates that there is sufficient time to understand the impacts across all economic agents, such as Producers/manufacturers, consumers (parents and Children, teachers, wholesale entities, etc.) (see Table 2).

Table 2: Feasibility of the QCO on Toys -Safety and Quality Analysis



S.N.	QCOs/Concerned Regulator Ministry/Department	Notification Date	Implementation date	CWS Comment
1	Toys (<i>Non-Electrical and Electrical & Electric Toys</i>) Ministry of Commerce and Industry	25.02.2020	01.01.2021	Possible

<https://www.bis.gov.in/product-certification/products-under-compulsory-certification/scheme-i-mark-scheme/>, last accessed on 18-07-2023.

The primary objective is to identify the effectiveness of the QCOs on toys, wherein CRIT will also analyse the impact of compulsory standardisation on trade (exports and imports). This would be done using a desktop analysis combined with a survey on the toys sector. The survey would accommodate the response and feedback from all stakeholders, like manufacturers, retailers, importers, exporters, distributors, parents, procurement agencies, and educators.

Detailed Methodology would be as outlined below:

A. Research Design

- **Quantitative Surveys**: Structured surveys targeting each stakeholder group.
- **Qualitative Interviews**: In-depth interviews with key industry experts, policymakers, and consumer advocates.
- **Case Studies: A case study of representative manufacturers, importers, and traders** (would be undertaken if necessary)
- **Focus Groups**: Discussions with parents, educators, children, and manufacturers. Traders, educators, and procurement agencies to gather insights on perceptions and experiences.
- **Document Analysis**: Review relevant policy documents, safety reports, recall data and surveillance reports.
- **Field Observations**: On-site observations of manufacturing and testing Approximately processes (not directly but using the Surveyor).
- **Experimental Studies**: Studies to test the effectiveness of safety measures and labelling (if possible).

B. Sample Sizes (approximately 1000 – depending on the cost charged (Rs. 20 Lakh) by the agency)

S.N.	Segments	Sample Size
1	Consumers: parents, educators, and children (surveyed with parental consent).	450
2	Manufacturers: large, medium, and small-scale manufacturers.	50
3	Traders (distributors, importers, exporters): large and small traders.	150
4	Retailers: (including online and offline).	200
5	Importers: importers.	50
6	Testing Labs: testing facilities.	20
7	Policy Experts: regulatory and policy experts.	10
8	Health Experts: paediatric health professionals.	20
9	Supply Chain Partners: suppliers and logistics providers.	50
10	Total Sample Size	1000

C. Data Collection Techniques

1. **Surveys:** Online and in-person questionnaires.
2. **Interviews:** Semi-structured interviews via video calls and/or in-person.
3. **Focus Groups:** Discussions with select groups of stakeholders.
4. **Document Analysis:** Review of relevant policy documents and safety reports.
5. **Field Observations:** On-site visits to manufacturing and testing facilities (not directly by CRIT).
6. **All data sheets will be property of CRIT and no publication will be entertained.**

6. GENERAL COMMERCIAL CONDITIONS OF THE CONTRACT (GCC)

A. PERFORMANCE GUARANTEE:

- i. 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 CRIT, IIFT for **an amount equal to 5% of the value of work contract within 7 days** from the date of issue of Work Order by the purchaser.
- ii. 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.
- iii. 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 attached at Annexure-VII.
- iv. 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.

B. DEDUCTIONS:

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

C. SCHEDULE OF SUBMISSION OF INVOICES:

S. No.	Payment break-up	Percentage of contract amount shall be released
1.	On submission of; Eight categories of Questionnaire preparation, scheme of work and pilot study	30%
2.	Submission of draft study	40%
3.	Completion of work / submission of final study	30%

D. PRICES:

Prices charged by the bidder for services performed under this contract shall not be higher than the prices quoted by the bidder in their Bid.

E. NEAR-RELATIONSHIP CERTIFICATE:

- i. The bidder should give a declaration that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the EoI. 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 EoI will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and the Institute will not pay any damage to the company or firm or the concerned person.
- ii. The Company or firm or the person will also be debarred for further participation in the EoIs in the concerned unit.
- iii. 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).
- iv. The format of the certificate is given at Annexure-III.

F. CLARIFICATION OF EOI DOCUMENT:

- (a) A prospective bidder, requiring any clarification on the EoI Document shall notify the Purchaser by writing an E-mail (headadmin_crit@iift.edu) to the Purchaser as indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the EoI Document, which it receives 5 days prior to the date of opening of the EoIs. 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 EoI document.
- (b) Any clarification issued by the Centre in response to query of prospective bidders shall form an integral part of EoI document and shall amount to an amendment of the relevant clauses of the EoI document.

G. 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 CRIT, IIFT of its right to recover liquidated damages as per Clause F(b) below.
- (b) Should the vendor fail to start services on specified date, Institute shall be entitled to recover liquidated damages of 5% per month (maximum up to 10%) of the contract value (to be computed on per day basis) for the delayed period.

H. 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, pandemic, lockdown 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.

I. CONFIDENTIALITY

All the material sent to the firms shall be treated as confidential and should not be disclosed in any matter to any unauthorized person under any circumstances. The Firm has to furnish a Non-Disclosure Agreement (NDA) as per Form attached at Annexure – I.

J. 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 Vice Chancellor 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 proceedings shall be conducted in the English Language. The costs of arbitration including the fees payable to the arbitrator and other expenses of the arbitration shall be paid equally by both the parties, however, each party shall bear the cost of preparing and presenting its own claims. The venue of the arbitration proceeding shall be IIFT Delhi Centre and subject to the exclusive jurisdiction of Delhi Courts.

K. 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 EoI.

- I. Any bidder from a country which shares a land border with India will be eligible to bid against this EoI 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. II. “Bidder” (including the term ‘EoIer’, ‘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:
- i. 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.
 - ii. 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;
 - iii. 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.
 - iv. 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;
 - v. 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 vendor/contractor from a country which shares a land border with India unless such vendor/contractor is registered with the Competent Authority.

L. 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 EoI.
- 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 EoI, 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 EoI, 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. Eolers shall submit Declaration attached at Annexure-VI in their technical bid.

M. Court and Jurisdiction:

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

FORM OF NON-DISCLOSURE AGREEMENT (NDA)**Third Party Non-Disclosure Agreement**

I, _____, on behalf of the _____ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with CRIT on contract is confidential and that the nature of the business of the CRIT is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the CRIT. Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial, research, marketing or any other data, etc..

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to CRIT all documents and property of CRIT, including but not necessarily limited to: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to CRIT's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the CRIT, and are reasonable given the nature of the business carried on by the CRIT. I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress. Dated at _____, this ____ day of ____, 20____.

Name: _____

Company: _____

Signature with seal: _____

UNDERTAKING & DECLARATION

For understanding the terms & condition of EoI & Spec. of work

(a) Certified that:

1. I / We have read, understood and agree with all the terms and conditions, specifications included in the EoI documents & offer to execute the work at the rates quoted by us in the EoI 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 CRIT, IIFT.
3. I / We are not blacklisted by Ministries/Departments.

(b) 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, CRIT, IIFT reserves the right to reject our EoI offer / cancel the LOA / Purchase / work order if issued and forfeit the Bid security (EMD) / Performance guarantee / Bill amount pending with CRIT, IIFT. In addition, IIFT may debar the vendor from participation in its future EoIs.

Date:

Place:

Signature of bidder

Name of bidder

Along with date & Seal

Near relationship certificate

(Format of the Certificate)

"Whereas, I/we(name of agency) has submitted bid for I/we hereby submit following declaration that none of my relative(s) as defined in the EoI document is / are employed in CRIT, IIFT unit as per details given in EoI document. In case at any stage, it is found that the information given by me is false / incorrect, the Institute 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

ANNEXURE – IV

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 the agency) has submitted bid for

..... I/we hereby submit following declaration that no addition / deletion / corrections have been made in the downloaded EoI document being submitted and it is identical to the EoI document appearing on the website.

Date:

Signature of bidder.....

Place:

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 EoIs

“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 EoIs 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 vendors/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 vendor/contractor from such countries unless such vendor/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

ANNEXURE – VI

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 _____ / /2025

**Authorized signatory
(Name of the Firm entity)**

PROFORMAS**For the Performance Guarantee**

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

Subject: Performance guarantee

Whereas Centre for Research in International Trade, IIFT (hereafter referred to as “CRIT, IIFT”) has issued a PO no. Dated...../...../2025 awarding the work of “**Empanelment of Agency for Conducting Study on Impact Assessment of Quality Control Order at CRIT, New Delhi**” to M/s.....,R/o (hereafter referred to as “Bidder”) and CRIT, IIFT has asked him to submit a Performance Guarantee in favour of Vice Chancellor, 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

Branchhaving.....

(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 CRIT, IIFT that if in the opinion of the CRIT, 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 thereunder, the Bank shall on demand and without any objection or demur pay to the CRIT, IIFT the said sum limited to Performance Guarantee amount or such lesser amount as CRIT, IIFT may demand without requiring CRIT, 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 CRIT, IIFT shall be conclusive as regards the liability of Bidder to pay to CRIT, 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 CRIT, 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 CRIT, 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 CRIT,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 CRIT,IIFT or any indulgence by CRIT, 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 CRIT, 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 CRIT, 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 "**New 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 :
Officer)

(Signature of the Bank

(Rubber stamp of the bank)

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

Telephone Numbers

E-mail ID:

For Letter of Authorization for Attending Bid Opening

(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 EoI ref. no. EOI/QCT/2025-26/CRIT, dated: _____ in respect of **Empanelment of Agency for Conducting Study on Impact Assessment of Quality Control Order at CRIT, New Delhi** which is due to open on _____, at Centre for WTO Studies, 5th-8th Floor, Nafed House, New Delhi – 110014.

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

.....

Signature of the Representative

.....

Signature of Bidder/Officer authorized to sign

Name of the Representative 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 to attend the bid opening may be refused in case authorization as prescribed above is not received.

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 RESEARCH IN INTERNATIONAL TRADE (CRIT)**, **IIFT** and **M/s.....** hereinafter referred to as the vendor/contractor.

Whereas the vendor/contractor have contracted with the **CENTRE FOR RESEARCH IN INTERNATIONAL TRADE (CRIT)**, **IIFT** in respect of “**Empanelment of Agency for Conducting Study on Impact Assessment of Quality Control Order at CRIT, New Delhi**” vide no. dated for a period of **05** months w.e.f. to

And whereas the said vendor/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 RESEARCH IN INTERNATIONAL TRADE (CRIT)**, **IIFT** an amount not exceeding **Rs./- (Rupees only)** against any loss or damage caused to or suffered by the **CENTRE FOR RESEARCH IN INTERNATIONAL TRADE (CRIT)**, **IIFT** by reason of any breach of contract by the said vendor/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 vendor/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 RESEARCH IN INTERNATIONAL TRADE (CRIT)**, **IIFT** and also if the said vendor/contractor or their representative shall pay or cause to be paid to the said **CENTRE FOR RESEARCH IN INTERNATIONAL TRADE (CRIT)**, **IIFT** 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 vendor/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 vendor/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 vendor/contractor in the performance of the said contract to the satisfaction of the **CENTRE FOR RESEARCH IN INTERNATIONAL TRADE (CRIT)**, **IIFT** or in making good any losses damages or expenses hereinbefore mentioned or any part thereof, then it shall be lawful for the **CENTRE FOR RESEARCH IN INTERNATIONAL TRADE (CRIT)**, **IIFT** to claim **Rs...../- (Rupees..... only)** towards the liquidation of the liability of the said vendor/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 RESEARCH IN INTERNATIONAL TRADE (CRIT)**, **IIFT** 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 vendor/contractor to the satisfaction (to be certified as aforesaid) of the **CENTRE FOR RESEARCH IN INTERNATIONAL TRADE (CRIT), IIFT** for the time being & until the final adjustment of the accounts between the said vendor/contractor & the **CENTRE FOR RESEARCH IN INTERNATIONAL TRADE (CRIT), IIFT** 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 RESEARCH IN INTERNATIONAL TRADE (CRIT), IIFT** for the time being or in any **Treasury** in which they may be lodged by the **CENTRE FOR RESEARCH IN INTERNATIONAL TRADE (CRIT), IIFT TRADE**. In witness where of the said vendor/contractor and the said **CENTRE FOR RESEARCH IN INTERNATIONAL TRADE (CRIT), IIFT** acting in the premises as aforesaid have set their respective hands and seals the day and year first above written. The terms & condition of **EoI ref. No. EOI/OCT/2025-26/CRIT**, **दिनांक / dated: 24/06/2025** forms the integral part of this agreement.

FINANCIAL BID FORMAT

FORMAT FOR FINANCIAL PROPOSAL		
S. NO.	PARTICULARS	RATE (IN RS) *Inclusive of taxes – indicate rate of taxation
1.	Price for the entire study (complete procedure and final study)	

Amount (in words): _____

Note *the quoted rates should be in Rupees value both in numeric figures and in words.

(Rates to be quoted inclusive of inclusive of all Taxes)

We hereby accept and abide by the scope of services & payment terms and conditions of EoI document unconditionally and the rates quoted in the financial proposal are inclusive of GST (as applicable) and are valid for the contract period, duties and levies.

Date: _____

(Signature of Authorized Signatory)