



Government of India
Ministry of External Affairs
Establishment Division
MEA Residential Complex
Chanakyapuri, New Delhi

Tender No. Q/CPC/872/10/21

TENDER FOR RE-INSTALLATION OF THE MISSING/LOOSE 'GRIT-WASH-TILES' ON THE EXTERIOR WALLS OF THE MEA RESIDENTIAL COMPLEX, CHANAKYAPURI

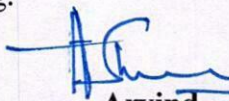
SECTION 1 - NOTICE INVITING E-TENDER

On behalf of the President of India, Joint Secretary (Establishment), Ministry of External Affairs invites **online bids** under **TWO BID SYSTEM** for re-installation of the missing/loose 'grit-wash-tiles' on the exterior walls of the complex at 37-38, MEA Residential Complex, Dr. S. Radhakrishnan Marg, Chanakyapuri, New Delhi, from the eligible entities/companies as per details given in the tender documents. Manual bids shall not be accepted.

Critical Date Sheet	
Date of publishing	10.05.2023 (1700 hrs.)
Bid Document Download Start Date	10.05.2023 (1700 hrs.)
Clarification Start Date	10.05.2023 (1700 hrs.)
Pre- bid meeting	11.05.2023 (1430 hrs.)
Bid Submission Start Date (online)	12.05.2023 (0900 hrs.)
Clarification End Date	30.05.2023 (1100 hrs.)
Bid Submission End Date (online)	31.05.2023 (1700 hrs.)
Date of Technical Bid Opening (online)	05.06.2023 (1500 hrs.)
Date of Financial Bid Opening (online)	Will be published on GeM Portal after technical evaluation
a) EMD to be submitted in the form of Demand Draft in favour of "Pay & Account Officer, Ministry of External Affairs, New Delhi" before ' <u>Bid Submission End Date</u> '	
b) Address for pre-bid meeting and EMD submission: MEA Office, C-16, MEA Residential Complex, 37-38, Dr. S. Radhakrishnan Marg, Chanakyapuri, New Delhi – 110021	
c) Contact details: Administrative Officer(CPC), 011-20862089 email: aocpc@mea.gov.in	

2. The bid shall be submitted online only at GeM Portal Website: <https://gem.gov.in/> **there is no 'Tender Fee'**.

3. The Competent Authority of the Ministry reserves the right to reject any or all the bids without assigning any reason and the decision of the Competent Authority of the Ministry shall be final and binding.


Arvind
Administrative Officer (CPC)
(अरविंद)
प्रशासनिक अधिकारी
Administrative Officer
विदेश मंत्रालय, नई दिल्ली
Ministry of External Affairs
New Delhi

INTRODUCTION

1. Tender Objective

The Ministry of External Affairs invites proposal for re- installation of the missing/loose 'grit-wash-tiles' on the exterior walls of the complex at 37-38, MEA Residential Complex, Dr. S. Radhakrishnan Marg, Chanakyapuri, New Delhi.

2. Brief Scope of work

- a) A total area of around 6500 square feet is to be re-affixed with grit-wash-tiles that are either missing or loose.
- b) Plastering should be done before installation of new grit-wash-tiles.
- c) Color of the new grit-wash-tiles should match with the existing tiles.
- d) Borders of each grit-wash-tile are to be clearly visible as is, in the original design.
- e) No other property/installation of Ministry should get affected during this work. Necessary precautions/immediate cleaning are required to ensure that nearby walls/tiles/floor are not disfigured or damaged.
- f) Contractor will give proper finishing and even look to the exterior walls.
- g) Contractor will acquire all tools, technical kits, safety equipment and accessories including step ladders, scaffolding to perform work under this Agreement.
- h) All the above stated work should conform to CPWD's DSR/Norms.
- i) Time Limit: Work should be completed in a period of 4 months from the date of signing the Agreement.
Working Hours: Working hours of the building will be from 9am to 5.30 pm.

SECTION 2- GENERAL AND SPECIAL INSTRUCTIONS

2.1 MINIMUM ELIGIBILITY CRITERIA:

The following shall be the minimum eligibility criteria for selection of bidders at technical bid stage of the bidding process:-

- a) **Legally Valid Entity:** The Bidder shall necessarily be a legally valid entity in the form of a Limited Company, Private Limited Company, Proprietorship, and Partnership firm registered under the Companies Act, 1956 or other appropriate authorities. Bidding in the form of JV/Consortium is not permitted.
- b) **The bidder must be in existence for a minimum period of 5 years as on date of publishing of tender.**
- c) **Registration:** The Bidder must be having valid PAN and GST registration.
- d) **Licenses:** The Bidder must have appropriate Licenses and necessary registrations.
- e) **Experience:** The bidder must have successfully completed one work of same nature of a value of Rs. 20,00,000/- or two work of same nature of value of Rs. 10,00,000/- each or three works of same nature of Rs. 7,00,000/- each in the Central / State Govt Departments / Ministry's / Organizations of the Govt of India / State Govt / PSU's and reputed Private Organizations during the last three years.
- f) **Financial Status:** The agency should have average financial turnover of a minimum of **Rs. 25,00,000/-** (Rupees Twenty Five lakh only) per annum for each of the last three financial years ending 31.3.2023. The Company should not have incurred loss during the last three financial years and should have a positive net worth.
- g) Preference would be given to the agency having its presence in multiple locations in Delhi, NCR regions.
- h) **As per rule 173 (i) of GFR 2017:** "The condition of prior turnover and prior experience may be relaxed for startup (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality & technical specifications and making suitable provisions in the bidding document"

2.2 Documents supporting the Minimum Eligibility Criteria:

- a) In proof of having fully adhered to the minimum eligibility criteria at 4.1 (a) and (b), attested copies of certificates of incorporation and Memorandum of Article of Association issued by the Registrar of Companies shall be accepted. Attested copies of these documents to be uploaded with Technical Bid.
- b) In proof of having fully adhered to minimum eligibility criteria at 4.1(c), attested copies of PAN and GST Registration shall be submitted.
- c) In proof of having fully adhered to minimum eligibility criteria at 4.1(d), attested certified copies of all licenses and registrations shall be submitted.
- d) In proof of having fully adhered to minimum eligibility criteria at 4.1(e), attested copies of Work Order for completed works issued by the respective reputed clients
- e) In proof of having fully adhered to minimum eligibility criteria at 4.1(f), attested copy of the income tax return and audited balance sheets for the completed three financial years i.e. for 2020-21, 2021-22 and 2022-23 certified by Chartered Accountant shall be accepted.
- f) Financial Capacity Form (Form-II) duly certified by Chartered Accountant (proof of net worth and minimum turnover) shall be accepted.
- g) Power of Attorney/Authorization – Firm's authorization for their representatives to bid on their behalf and sign all bid documents.
- h) Profile of Bidding organization.

SECTION 3 – OTHER TERMS AND CONDITIONS

3.1 TENDER FEE & EARNEST MONEY DEPOSIT (EMD)

- a) **Tender Fee :** Rule 161 (iv) of GFR 2017 states that, In order to promote wider participation and ease of bidding, no cost of tender document may be charged for the tender documents downloaded by the bidders’.
- b) **The Earnest Money Deposit (EMD)** of Rs 1,00,000/- equivalent to 5% (estimated bid value Rs.20,00,000/-) in the form of Demand Draft in favour of “Pay & Account Officer, Ministry of External Affairs, New Delhi” payable at New Delhi is required to be submitted in a sealed envelope superscripted “Tender for re-installation of the missing/loose ‘grit-wash-tiles’ on the exterior walls of the complex at CPC 2022”, on or before the closing date and time of e-submission of online bids to Administrative Officer (CPC), MEA Residential Complex, Chanakyapuri, New Delhi failing which the bids will not be considered.
- c) The submission of EMD is compulsory for all the Bidders except those who are registered with the Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the Ministry of External Affairs or Startups as recognized by Department of Industrial Policy and Promotion (DIPP).
- d) The EMD shall be returned to the bidder (s) whose offer is not accepted by the Ministry within 30 days from the date of signing of the agreement with the successful bidder. However if the return of EMD is delayed for any reason, no interest/penalty shall be payable to the bidder. The EMD shall not carry any interest.
- e) The EMD of the successful bidder will be returned on receipt of Performance Guarantee.
- f) **EMD of a bidder/tenderer will be forfeited, if the bidder/tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender.**

3.2 PERFORMANCE SECURITY (GUARANTEE):

- a) The successful bidder has to deposit Performance Security Deposit (PSD) which will be a sum equivalent to 3% of the accepted contract value in favour of 'Pay and Accounts Officer, Ministry of External Affairs', payable at New Delhi in form of Demand Draft / Bank Guarantee /Fixed Deposit Receipt (FDR) at the time of signing the agreement. Performance Security should remain valid through the duration of work and defect liability period. No interest shall be paid on PSD.
- b) **Defect Liability Period:** Defect liability period of the work/installations would be 12 months after the successful completion of work.
- c) The Performance Security will be forfeited by order of the Competent Authority in the Ministry in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, portion of the said PSD as may be considered by the Ministry sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of successful bidders bill has been received and examined.

- d) If the Contractor fails to provide the Performance Security Deposit (PSD) at the time of signing the Agreement, such failure shall constitute a breach of the contract and the Ministry shall be entitled to make other arrangements at the risk, cost and expense of the Contractor.
- e) On due performance and completion of the contract in all respects, the Performance Security Deposit will be returned to the Contractor without any interest on presentation of an absolute 'No Demand Certificate' from the Contractor and upon return in good condition of any specifications, samples or other property belonging to the Ministry, which may have been issued to the Contractor, for carrying out work stipulated in the contract.

3.3 PRE-BID MEETING & SITE VISITS

- a) The bidders shall visit the site at the time of pre-bid meeting to understand the scope of work thoroughly (even if it is not mentioned in this tender) and only then submit their bids.
- b) On submission of tenders, the bidders shall be deemed to have visited the site(s) and made themselves familiar with the working conditions whether they actually inspect the site or not.

3.4 VALIDITY OF CONTRACT

The contract, if awarded, shall be valid for a period of four months (120 days) unless extended by the Ministry from the date of award. In case of breach of contract or in the event of non fulfillment of the minimum requirements / statutory requirements w.r.t. contract, the Ministry shall have the right at any time to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the Contractor and initiating administrative actions for black listing etc. solely at the discretion of the Competent Authority of the Ministry.

3.5 PAYMENTS

- a) Payment will be made after satisfactory completion of work.
- b) JS (Establishment), Ministry of External Affairs will be sole authority to certify that the job has been done satisfactorily.
- c) Payment will be made on the basis of measurement of actual area covered and will be at the rates per square feet quoted in the financial bid.
- d) Ministry shall be entitled to deduct in accordance with applicable law, income tax or withholding tax or other deductions (as the case may be), from the payment made to be contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor.
- e) No payment shall be made in advance nor shall any loan from any bank or financial institution be recommended on the basis of the order of award of work.

3.6 FORCE MAJEURE

- a) Notwithstanding the provisions of contract, the Contractor shall not be liable for forfeiture of its performance security, or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- b) For Purposes of this clause, "Force Majeure" means an event beyond the control of the Contractor and not involving its fault or negligence and not foreseeable. Such events may include but are not restricted to acts of the Ministry of External Affairs either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- c) If a Force Majeure situation arises, the company shall promptly notify the Ministry in writing of such conditions and the cause thereof. Unless otherwise directed by the Ministry in writing, the company

shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means not prevented by the Force Majeure event.

- d) The Ministry may terminate this contract, by giving a written notice of minimum 15 days if Contractor is unable to timely perform a particular portion of the services for a period of more than 60 days.

3.7 PENALTY CLAUSE

The Ministry shall be entitled to impose a penalty on account of any breach of the contract after providing an opportunity to the Contractor to rectify or taking remedial action to rectify the breach of contract within stipulated time and the Contractor having failed to do so. The penalty shall be upto the amount of performance guarantee upon the Contractor weighing the gravity of breach, violation or contravention of the terms and conditions contained in the agreement. Contractor may use as many workers as needed to finish the job in time as a penalty of Rs. 1,000/- per day may be charged for delay in finishing the work.

3.8 NOTIFICATION OF AWARD

Prior to the expiration of the period of the bid validity, Ministry will notify the successful bidder in writing that its bid has been accepted. Post verification, the successful bidder shall be required to enter into Agreement with Ministry and submit Performance Security at the time of entering into Agreement. Upon the successful bidder's furnishing of performance security, Ministry will notify each unsuccessful bidder and will discharge their EMD's.

3.9 ARBITRATION CLAUSE

- a) All differences relating to the work under the contract shall be resolved amicably between the parties. If the difference remains unresolved for a period of 15 days, it shall be referred to the arbitration.
- b) If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be resolved in accordance with the ICADR Arbitration Rules, 1996.
- c) The authority to appoint the arbitrators shall be the International Centre for Alternative Dispute Resolution.
- d) The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Arbitration Rules 1996. The place of arbitration proceedings shall be New Delhi.
- e) The language of the arbitration proceedings shall be English.

3.10 TERMINATION OF CONTRACT

The Ministry may, by written notice sent to the firm/contractor, terminate the Agreement, in whole or in part at any time for its convenience. The notice of termination shall specify, the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective.

3.11 BIDS ACCORDANCE

- a) Public Procurement Section Order No. P-45021/2/2017-PP(BE-II) dated 16.09.2020.
- b) Rule 144(xi) in General Financial Rules (GFRs), 2017 which mandates the bidder from a country sharing land border with India to be registered with a competent authority.

SECTION 4 - INSTRUCTIONS TO BIDDERS

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the GeM Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the GeM Portal, prepare their bids in accordance with the requirements and submitting their bids online on the GeM Portal.

More information useful for submitting online bids on the GeM Portal may be obtained at: <https://gem.gov.in/>

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the GeM Portal (URL: <https://gem.gov.in/>) which is free of charge.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the GeM Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the GeM Portal.
- 2) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) **Any queries relating to the process of online bid submission or queries relating to GeM Portal in general may be directed to the (9am to 10pm) GeM Portal Helpdesk. The contact number for the helpdesk is 1800-419-3436 / 1800-102-3436, email: helpdesk-gem@gov.in.**

SECTION 5 - TECHNICAL BID

Cover-I (Technical Bid) (following documents to be uploaded online in .pdf format)		
<i>Sl. No.</i>	<i>Document</i>	<i>File Type</i>
1	Contact Details Form (Form-I in Section 7)	.pdf
2	EMD of Rs 1,00,000/- (scanned copy is to be uploaded and original to be submitted in person)	.pdf
3	Scanned copy of Affidavit (Section -8)	.pdf
4	Attested copies of Registration and Incorporation particulars of Company as per 2.1 (a) and (b) (Proof of existence for a minimum period of 5 years as a legally valid entity)	.pdf
5	Attested copy of PAN	.pdf
6	Attested copy of GST registration	.pdf
7	Attested copies of appropriated licenses and appropriate registrations	.pdf
8	Proof of minimum experience as stipulated in 2.1 (e)	.pdf
9	Attested copies of last three years' returns ending 31.03.2023 from Income Tax Department (Financial Years of 2020-21, 2021-2022 and 2022-23)	.pdf
10	Attested copy of the audited balance sheets for the completed three financial years i.e. for 2020-21, 2021-22, and 2022-23	.pdf
11	Financial Capacity Form (Form-II in Section 7) duly certified by company auditor (Proof of net worth and minimum turnover)	.pdf
12	Power of Attorney/ Authorization for signing the bid documents.	.pdf
13	Company Profile	.pdf

SECTION 6 - FINANCIAL BID

The table below given is only for reference purpose. Financial Bid to be submitted online SEPARATELY in following format (PDF).

<input type="button" value="Validate"/> <input type="button" value="Print"/> <input type="button" value="Help"/>		Item Rate BoQ				
Tender Inviting Authority: Joint Secretary (Establishment)						
Name of Work: Reinstallation of the missing/loose 'Grit-Wash-Tiles' on the exterior walls of the complex at MEA Residential Complex Chanakypuri						
Contract No: Q/CPC/8721116						
Name of the Bidder/ Bidding Firm /						
PRICE SCHEDULE						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
NUMBER	TEXT #	NUMBER	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE Per Square Feet (Inclusive all Taxes) In Figures To be entered by the Bidder	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	4	5	7	8	10
1	Item Description					
1.01	Cost of fixing of missing/loose Grit Wash Tiles	6500.00	sqft		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words					INR Zero Only	

* Payment will be made after deducting the applicable TDS.

* Price Break up as provided in the PDF uploaded by the service provider shall not be a part of L1 evaluation. However, it should be complete in all respect and total of price breakup should match with the corresponding price offered in the price bid. The PDF document uploaded by the bidder will be considered as part of the contract.

In case of price mismatch between rate offered and financial breakup document, the price based on which L1 is evaluated will prevail till the completion of the contract rather than financial document.

* If a firm quotes Nil Charges/ consideration , the bid shall be treated as unresponsive and will not be considered .

SECTION 7 – FORMS

Contact Details (Form-I)

Name of the bidder firm/contractor	
Name of the Authorized Signatory	
E Mail ID	
Telephone No.	
FAX No.	
Year of Registration	
Registration No.	
PAN No.	
GST No.	
Registered Office & Address	
Branch offices if any	
Total turnover in the latest financial year	
Total Staff strength	

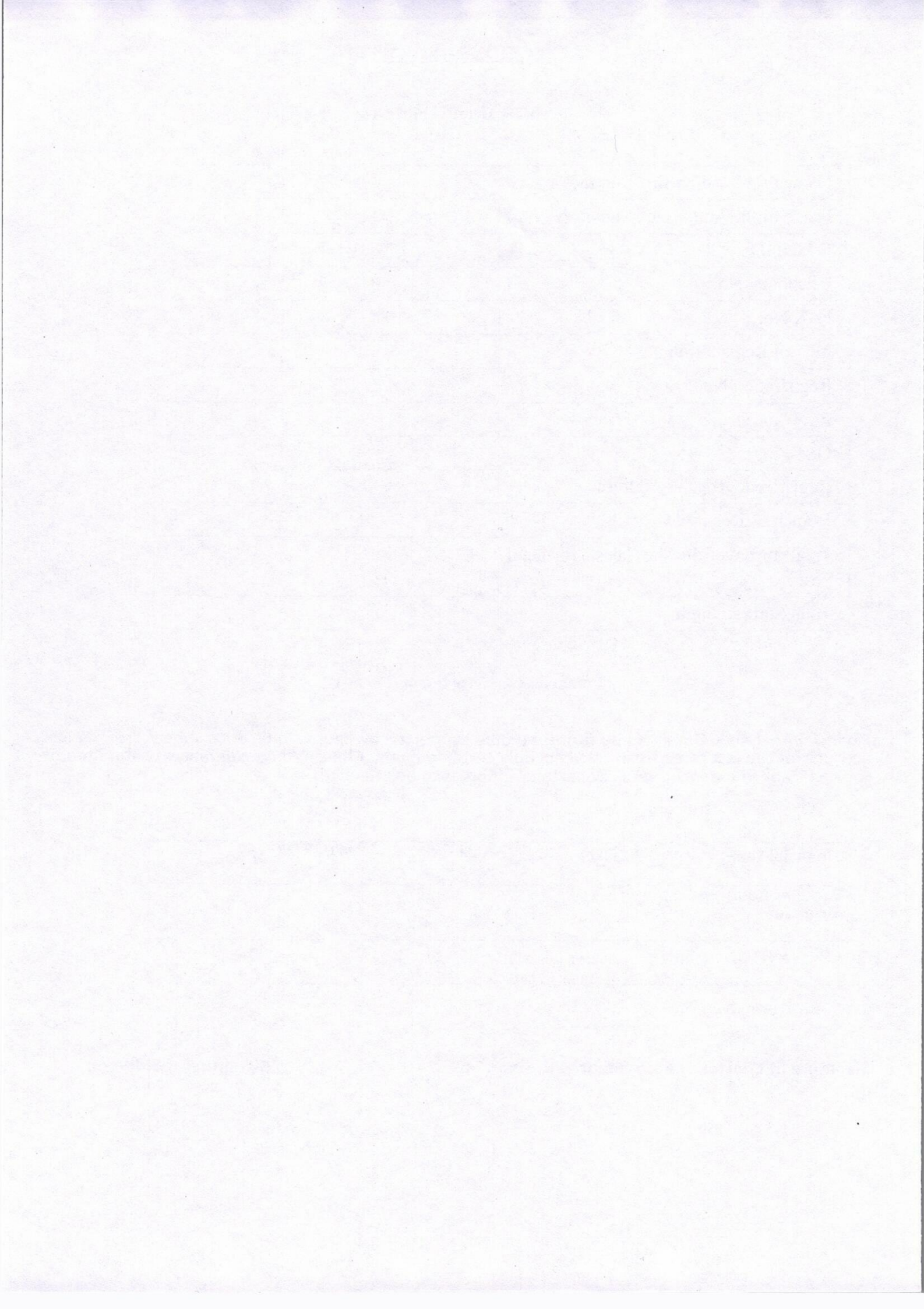
Financial Capacity Form (Form-II)

Financial Analysis – Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last three financial years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

Financial Years	2020-21	2021-22	2022-23
Gross Annual Turnover			
Profit/Loss			

Signature of Chartered Accountant with Seal

Signature of Bidder(s)



SECTION 8 – AFFIDAVIT

ON NON-JUDICIAL STAMP PAPER OF RS.10/-

I/we..... Partner(s)/Legal Attorney/Proprietor(s)/Accredited Representative(s) of
M/s..... Solemnly declare that:

2. I/we am/are submitting tender for **re-installation of the missing/loose 'grit-wash-tiles' on the exterior walls of the MEA Residential Complex, Chanakyapuri** against Tender Notice No. **Q/CPC/872/10/21 of Ministry of External Affairs, New Delhi**

3. I/we or our partners do not have any relative working in Ministry of External Affairs, New Delhi.

4. All information furnished by me/us in respect of fulfillment of eligibility criteria and information given in this tender is complete, correct and true. All documents/credentials submitted along with this tender are genuine, authentic, true and valid.

5. My/our bid shall be valid for a period of 150 days from the last date fixed for the bid submission in accordance with the Bidding Documents and shall remain binding upon us and may be accepted at any time before the expiry of the period.

6. If my/our bid is accepted, we commit to submit a Performance Guarantee of the sum of (3% of contract value) in accordance with the bidding documents.

7. The Price-Bid submitted by me/us is "WITHOUT ANY CONDITION".

8. If any information or document submitted by me/us found to be false/incorrect, Ministry of External Affairs may cancel my/our Tender and can take any action as deemed fit including termination of the contract, forfeiture of all dues including Earnest Money Deposit (EMD) and blacklisting of my/our firm and all partners of the firm etc.

9. I/we also declare that the Government of India or any other Government body has not issued any show-cause notice or declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature or for any other reason.

10. All the workers provided by me/us would not have any employer-employee relation with the Ministry of External Affairs and thereby cannot claim any regularization of their services or enhancement in their wages from Ministry.

11. All the workers provided by me/us will have operational Bank Accounts and the payment of their salary will be made through these bank accounts. Besides, compliance of all prevalent labour laws/regulations, including minimum wages as revised from time to time by the Government, shall be solely my/our responsibility.

12. We will deploy only well-trained and police verified workers on the site.

13. We have modern equipment, latest technical expertise and sufficient manpower for carrying out the entrusted work.

14. We will use branded material only with quality up to the satisfaction of the Ministry.

15. I/we also accept all the terms and conditions of this bidding document and undertake to abide by them; including the condition that client is not bound to accept highest ranked bid / lowest bid or any other bid that it may receive. The corrigendum(s) issued from time to time by the Ministry have also been taken into consideration, while applying for this tender.

(Signature of the Tender with Seal)

Seal of Notary

Date :

SECTION 9 - SPECIMEN AGREEMENT

AGREEMENT FOR RE-INSTALLATION OF THE MISSING/LOOSE 'GRIT-WASH-TILES' ON THE EXTERIOR WALLS OF THE COMPLEX AT MEA RESIDENTIAL COMPLEX, CHANAKYAPURI, NEW DELHI

This Agreement is made at New Delhi on this ... day of, 2023.

BETWEEN

President of India, represented by the Ministry of External Affairs, Government of India, represented by Joint Secretary (Establishment) (hereinafter referred to as "Ministry")

AND

M/s....., a firm/firm/company having its Head Office at, represented herein by Shri who is duly authorized to sign and execute this Agreement on behalf of firm/contractor (herein after referred to as firm/contractor, which expression shall include its successors, assignees and legal representatives), hereinafter collectively referred to as "Parties" and individually as "Party".

THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

2. It is agreed upon between the Parties to this Agreement that this is a commercial contract between firm/contractor of professional nature and the Ministry. In performance of its agreed duties as per terms and conditions of the contract, the firm/contractor shall at all times act as an independent agency. The contract does not in any way create a relationship of principal and agent between the Ministry and the firm/contractor. The firm/contractor shall not act or attempt or represent itself as an agent of the Ministry.

3. Under no circumstances the employees of the firm/contractor can claim to be the employees of the Ministry nor shall such relationship be considered to exist. The employees of the firm/contractor would have no claim against the Ministry for their monetary, non-monetary claim or any other claim including but not limited to, the permanency in employment of the Ministry. The personnel appointed at the site by firm/contractor, will work under supervision, direction & control of the firm/contractor for carrying out activities agreed upon in terms of the Agreement. However, firm/contractor will be accountable to Ministry for any complaint(s) on providing the requisite satisfactory services as per Agreement, at the site. The Agreement is on principal-to-principal basis.

4. Firm/contractor is required to re-install the missing/loose 'grit-wash-tiles' on the exterior walls of the complex of MEA Residential Complex, Plot No. 37 & 38, Dr. S. Radhakrishnan Marg, Chanakyapuri, New Delhi – 110021 at following rates (inclusive of taxes):

Validate Print Help	Item Rate BoQ					
Tender Inviting Authority: Joint Secretary (Establishment)						
Name of Work: Reinstallation of the missing/loose 'Grit-Wash-Tiles' on the exterior walls of the complex at MEA Residential Complex Chanakyapuri						
Contract No: Q/CPC/1872/11/16						
Name of the Bidder/ Bidding Firm /						
PRICE SCHEDULE						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
NUMBER	TEXT #	NUMBER	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE Per Square Feet (Inclusive all Taxes) In Figures To be entered by the bidder	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	4	5	7	8	10
1	Item Description					
101	Cost of fixing of missing/loose Grit Wash Tiles	8500.00	sqft		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words				INR Zero Only		

5. SCOPE OF WORK

- a) A total area of around 6500 square feet is to be re-affixed with grit-wash-tiles that are either missing or loose.
- b) Plastering should be done before installation of new grit-wash-tiles.
- c) Colour of the grit-wash-tiles should match with the existing tiles.
- d) Borders of each grit-wash-tiles are to be clearly visible as is in the original design.
- e) No other property/installation of Ministry should get affected during this work. Necessary precautions/immediate cleaning is required to ensure that nearby walls/tiles/floor are not disfigured or damaged.
- f) Contractor will give proper finishing and even look to the exterior walls.
- g) All the above stated work should conform to CPWD's DSR/Norms.
- h) Time Limit: Work should be completed in a period of 6 months (180 days) from the date of signing the agreement.
- i) Working Hours: Working hours of the building will be from 9am to 5.30 pm.

6. Materials, Consumables & Spares

Tools & tackles required for the execution of work will be supplied by the Firm/contractor. This will include technical kits and accessories including step ladders, scaffolding and safety equipments that are of appropriate type, quality, and safety.

7. Statutory Compliance

The Firm/contractor would need to ensure that the all the statutory requirements are in force and adhered to. These may include (but not limited to)

- a) Contract Labour
- b) Pollution Control Board
- c) Electrical Inspectorate

8. Employees

- a) The Firm/contractor must employ qualified/competent and police verified personnel on site for the execution of the agreed tasks. The Firm/contractor shall comply with the provisions of all applicable labour legislations but not limited to the following acts:
 - a) Minimum Wages as per Delhi govt
 - b) Notification of Employer Liability Act including ESIC, EPF Acts
 - c) Workmen Compensation Act
 - d) Industrial Disputes Act
 - e) Child Labour (Regulation and abolition)
 - f) Contract Labour Act (Regulation & Abolition)
 - g) Apprentices Act
- b) The employees would be in work uniform with their ID card on display all the time, when deployed on site. Exception would not be allowed under any circumstances.
- c) All employees working under the contract shall also be covered under Worker's Compensation policy.

9. PAYMENTS

- a) Payment will be made after satisfactory completion of work.
- b) JS (Establishment), Ministry of External Affairs will be sole authority to certify that the job has been done satisfactorily.
- c) Payment will be made on the basis of measurement of actual area covered and will be at the rates per square feet quoted in the financial bid.
- d) Ministry shall be entitled to deduct in accordance with applicable law, income tax or withholding tax or other deductions (as the case may be), from the payment made to be contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor.
- e) No payment shall be made in advance nor shall any loan from any bank or financial institution be recommended on the basis of the order of award of work.

10. Performance Security Guarantee

- a) An amount of Rs..... (i.e. 3% of contract amount) has to be submitted at the time of signing the agreement. This should remain valid through the duration of work and defect liability period. No interest shall be paid on PSD.
- b) Defect Liability Period: Defect liability period of the work/installations would be 12 months from the date of completion of work.
- c) The Performance Security will be forfeited by order of the Competent Authority in the Ministry in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, portion of the said PSD as may be considered by the Ministry sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of successful bidder's bill has been received and examined.
- d) If the Contractor fails to provide the Performance Security Deposit (PSD) at the time of signing the Agreement, such failure shall constitute a breach of the contract and the Ministry shall be entitled to make other arrangements at the risk, cost and expense of the Contractor.
- e) On due performance and completion of the contract in all respects, the Performance Security Deposit will be returned to the Contractor without any interest on presentation of an absolute 'No Demand Certificate' from the Contractor and upon return in good condition of any specifications, samples or other property belonging to the Ministry, which may have been issued to the Contractor, for carrying out work stipulated in the contract.

11. PENALTY CLAUSE

The Ministry shall be entitled to impose a penalty on account of any breach of the contract after providing an opportunity to the Contractor to rectify or taking remedial action to rectify the breach of contract within stipulated time and the Contractor having failed to do so. The penalty shall be upto the amount of performance guarantee upon the Contractor weighing the gravity of breach, violation or contravention of the terms and conditions contained in the agreement. Contractor may use as many workers as needed to finish the job in time as a penalty of Rs. 1,000/- per day may be charged for delay in finishing the work.

12. Other General Conditions

- a) The Firm/contractor shall recruit, hire, train, supervise and direct employees deployed under the Agreement. The Firm/contractor is also responsible for transfer and discharge of them. All personnel employed by the Firm/contractor shall at all times and for all purposes be solely in the employment of the Firm/contractor.
- b) The Firm/contractor shall assign personnel of appropriate qualification and experience to perform and fulfil its obligations under this Agreement. The Firm/contractor shall take commercially reasonable steps to ensure that staff members executing work under this Agreement are qualified and suitable to perform such works. The firm/contractor is obliged to replace, without unreasonable delay and at no cost to Ministry, any personnel whom Ministry considers lacking the necessary competence or with whom Ministry finds it difficult to collaborate.
- c) The firm/contractor must know and follow their duties related to safety for all personnel. These guidelines are applicable to firm/contractors as well as sub-firm/contractors deployed by them at the site.
- d) The firm/contractor must leave work areas in a clean, tidy and safe condition at the end of each working period.
- e) The Firm/contractor hereto undertakes to indemnify and hold harmless the Ministry against all claims, losses, damages, liabilities or expenses (including legal fees) that may be incurred arising out of the agreement or filed by the workers / employees of the firm/contractor against loss or damage caused and legal complications liabilities which may arise on account of failure of firm/contractor to perform its obligations to observe the rules & regulations & other provisions of law applicable to the conduct of the business by the firm/contractor. The firm/contractor will be solely and exclusively responsible for payment of salaries/wages and other monetary, non-monetary benefits attached to the contract of employment the workers have with the firm/contractor.

- f) All correspondence, notice shall only be in writing, duly signed by the authorized representative of the parties and shall be served vide Registered mail/Speed Post/by hand / courier only at the address mentioned in this Agreement or the last address known to the parties.

13. Force Majeure

- a) Notwithstanding the provisions of contract, the Contractor shall not be liable for forfeiture of its performance security, or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- b) For Purposes of this clause, "Force Majeure" means an event beyond the control of the Contractor and not involving its fault or negligence and not foreseeable. Such events may include but are not restricted to acts of the Ministry of External Affairs either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- c) If a Force Majeure situation arises, the company shall promptly notify the Ministry in writing of such conditions and the cause thereof. Unless otherwise directed by the Ministry in writing, the company shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means not prevented by the Force Majeure event.
- d) The Ministry may terminate this contract, by giving a written notice of minimum 15 days if Contractor is unable to timely perform a particular portion of the services for a period of more than 60 days.

14. Arbitration Clause

- a) All differences relating to the work under the contract shall be resolved amicably between the parties. If the difference remains unresolved for a period of 15 days, it shall be referred to the arbitration.
- b) If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be resolved in accordance with the ICADR Arbitration Rules, 1996.
- c) The authority to appoint the arbitrators shall be the International Centre for Alternative Dispute Resolution.
- d) The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Arbitration Rules 1996. The place of arbitration proceedings shall be New Delhi.
- e) The language of the arbitration proceedings shall be English.

15. Termination of Contract

The Ministry may, by written notice sent to the firm/contractor, terminate the Agreement, in whole or in part at any time for its convenience. The notice of termination shall specify, the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective.

16. The parties hereto shall be bound by the terms and conditions of the Agreement and all the relevant terms hereof shall be deemed to be incorporated in this Agreement and to constitute an integral part thereof. **The Financial and Technical bids submitted by the firm/contractor will also form an integral part of the Agreement along with a copy of the letter of award of Contract.**

17. Entire Agreement and amendments to the contract

- a) It is also agreed between the parties that this Agreement is the complete & final understanding between the parties and super cedes any previous written and/or verbal / oral agreement/understanding.
- b) This Agreement may be amended or modified with consent of both parties in writing signed by the duly authorized representatives of the respective parties. No variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the parties i.e. the Firm/contractor and Ministry.

IN WITNESS WHEREOF the parties have set their hand and seal to this agreement in presence of witnesses and in presence of each other. Done in two originals, one for each party.

For M/s

For Ministry of External Affairs

Name (.....)

Title (.....)

Authorised Signatory of Contractor

Joint Secretary (Establishment)

Ministry of External Affairs

(for & on behalf of President of India)

WITNESS

WITNESS

1.

1.

2.

2.