

Government of India
Ministry of External Affairs
Establishment Division
New Delhi

No.Q/CPC/872/6/17

Dated 14.09.2017

TENDER FOR SUPPLY AND INSTALLATION OF 1304 WALL MOUNTED LIGHTS IN 100 APARTMENTS AT 37-38, MEA RESIDENTIAL COMPLEX, DR. S. RADHAKRISHNAN MARG, CHANAKYAPURI, NEW DELHI - 110021



सत्यमेव जयते

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**Government of India
Ministry of External Affairs**

New Delhi

SECTION-1

(NOTICE INVITING E-TENDER)

NOTICE INVITING E-TENDER

Subject: TENDER FOR SUPPLY AND INSTALLATION OF 1304 WALL MOUNTED LIGHTS IN 100 APARTMENTS AT 37-38, MEA RESIDENTIAL COMPLEX, DR. S. RADHAKRISHNAN MARG, CHANAKYAPURI, NEW DELHI – 110021

On behalf of the President of India, Director (Establishment), Ministry of External Affairs invites **online bids** under **02 BID SYSTEM** for supply and installation of 1304 wall mounted lights in 100 apartments at 37-38, MEA Residential Complex, Dr. S. Radhakrishnan Marg, Chanakyapuri, New Delhi, from the eligible entities as per details given in the tender documents.

Tender No. Q/CPC/872/6/17		Dated: – 14.09.2017
Important Dates		
Date of publishing	14.09.2017 (1400 hrs.)	
Bid Document Download Start Date	14.09.2017 (1430 hrs.)	
Clarification Start Date	15.09.2017 (1000 hrs.)	
Clarification End Date	29.09.2017 (1600 hrs.)	
Pre- bid meeting	29.09.2017 (1700 hrs.)	
Bid Submission Start Date (online)	03.10.2017 (0900 hrs.)	
Bid Submission End Date (online)	10.10.2017 (1600 hrs.)	
Date of Technical Bid Opening (online)	12.10.2017 (1100 hrs.)	
EMD to be submitted in the form of Demand Draft in favour of “Pay & Account Officer, Ministry of External Affairs, New Delhi” by 1700 hrs on 10.10.2017		

2. The bid shall be submitted online only at Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app>. There is no ‘Tender fee’.

3. The Competent Authority 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.

(Ashok Kumar)
Administrative Officer (Chankyapuri Complex)
Tel: 011- 24108867

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SECTION-2

(AFFIDAVIT)

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

AFFIDAVIT

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 supply and installation of 1304 wall mounted lights against Tender Notice No. Q/CPC/872/6/17 dated 14.09.2017.
3. I/we or our partners do not have any relative working in Ministry of External Affairs, New Delhi. I/we have modern equipment, latest technical expertise and sufficient manpower for the subject work. Only branded material will be used of quality up to the satisfaction of the client.
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. Only trained and police verified workers will be deployed for the subject work.
5. My/our bid shall be valid for a period of 120 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 5% of contract value with the Bidding Documents valid through the tenure of the work and to be refunded after expiry of the Defect Liability Period of 12 months starting from the date of completion of the subject work.
7. The Price-Bid submitted by me/us is "WITHOUT ANY CONDITION".
8. If any information or document submitted is found to be false/incorrect, Ministry 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.
10. The workers provided by us would not claim any regularization of their services or enhancement in their wages from Ministry of External Affairs. Payment of salaries and allowances to the workers would be our responsibility as per the wages and other terms & conditions prescribed by the Govt. of NCT of Delhi.
11. 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.

(Signature of the Tender with Seal)

Seal of Notary

Date :

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SECTION-3

(Introduction & Scope of work)

3.1 Introduction

The Ministry of External Affairs invites proposals for appointment of a company/service provider for supply and installation of 1304 wall mounted lights in 100 apartments at 37-38, MEA Residential Complex, Dr. S. Radhakrishnan Marg, Chanakyapuri.

3.2 Scope of work

The purpose of this document is to lay down the scope of work for supply and installation of 1304 wall mounted lights at MEA Residential Complex, 37-38 Dr. S. Radhakrishnan Marg, Chanakyapuri, New Delhi.

- A total of 1304 wall mounted lights are to be fixed in 100 apartments.
- Specifications of light to be installed are given below in the table:
 - i) Make – Lustre
 - ii) Stainless Steel Base
 - iii) Stainless Steel Arm
 - iv) Spun Aluminium Holder Cap
 - v) CRCA sheet Back plate
 - vi) Frosted Glass Diffuser
 - vii) Cat No. – L1-3218/2W
 - viii) Lamp type – 2XGLS/Retrofit CFL E-14
- No other property/installation of MEA should get affected during fixation of wall mounted lights.

NOTE: All the above stated work should conform to CPWD's DSR/Norms.

- Time Limit: Work should be completed in a period of 2 months after signing of date of agreement.
- Working Hours: Working hours of the building will be from 9am to 5.30 pm.
- Estimated Cost Put to Tender: Estimated cost of the work is Rs. 25.00 lakh only.
- Payment Terms: Payment will be made after satisfactory completion of work.
- Defect Liability Period: Defect liability period of the work/installations would be 12 months.
- Statutory Compliance: Only trained and police verified workers will be deployed for the subject work
- The bidder shall have modern equipment, latest technical expertise and sufficient manpower for the subject work.
- Only branded material of quality will be used up to the satisfaction of the client.
- All labour laws/regulations will be complied with including minimum wages as revised from time to time by the Government.

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SECTION-4

(Minimum Eligibility Criteria)

4.1 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. A copy of complete 'Memorandum of Article of Association' to be submitted along with the bid. **The bidder must be in existence for a minimum period of 5 years on 31/03/2017.**
- (b) Registration: The Bidder must be registered with the Income Tax, and GST.
- (c) Licenses: The Bidder must have all appropriate Licenses and necessary registrations.
- (d) Experience: Assuming the estimated value of the work to be around Rs. 25,00,000/- 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. 12,50,000/- each or three works of same nature of Rs. 10,00,000/- 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 financial years ending 31/03/2017.
- (e) The agency should have annual financial turnover of **Rs. 25,00,000/-** (Rupees Twenty Five Lakhs only) per annum for each of the last three financial years ending 31.3.2017.
- (f) The eligibility criteria related to turnover and prior experience [as mentioned in points (d) and (e) above] has been relaxed for all Startups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality and technical specifications.
- (g) The preference may be given to the agency having its presence in multiple locations in Delhi, NCR regions.

4.2 Documents supporting the Minimum Eligibility Criteria:

- (a) In proof of having fully adhered to the minimum eligibility criteria at 4.1 (a), 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(b), attested copies of PAN and GST shall be submitted. Attested copy of these documents to be uploaded with Technical Bid. All the licenses must be in the name of bidder. Copies to be attached with bidding document.
- (c) In proof of having fully adhered to minimum eligibility criteria at 4.1(c), attested certified copies of all registrations will be require to be attached with Technical bid.

(d) In proof of having fully adhered to minimum eligibility criteria at 4.1(d), attested copies of Work Order for completed works issued by the Central / State Govt Departments / Ministry's / Organizations of the Govt of India / State Govt / PSU's and big reputed Private Organizations shall be accepted. Attested copies of these documents to be uploaded with Technical Bid.

(e) In proof of having fully adhered to minimum eligibility criteria at 4.1(e), attested copy of the income tax return and audited balance sheets for the last three financial years i.e. for 2014-15, 2015-16 and 2016-17 [P & L Account & Balance Sheet must be attached for 03 years] shall be accepted. Attested copies of these documents to be uploaded with Technical Bid. The Company should not have incurred loss during the last three financial years and should have a positive net worth.

4.2 Others:

- (a) Power of Attorney/Authorisation – Firm's authorizing representatives to bid on their behalf and sign all bid documents.
- (b) Company' profile.
- (c) Signed bid document (on all pages).

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SECTION-5

(Tender Fee, EMD, Performance Security, Validity of Contract & Payment terms)

5.1. TENDER FEE & EARNEST MONEY DEPOSIT (EMD)

5.1.1 **Tender Fee** : There shall be no tender fee.

5.1.2 **The Earnest Money Deposit (EMD)** of Rs. 1,25,000/- 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 superscribed “Tender for supply and installation of wall mounted lights at CPC 2017”, on or before the closing date and time of e-submission of online bids i.e. by 1700 hrs on 10.10.2017 to Section Officer, C-16, MEA Residential Complex, Dr. s. Radhakrishnan Marg, Chanakyapuri, New Delhi, failing which the bids will not be considered.

5.1.3 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.

5.1.4 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 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.

5.1.5 The EMD of the successful bidder will be returned on receipt of Performance Guarantee.

5.1.6 EMD of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender.

5.2 PERFORMANCE SECURITY (GUARANTEE):

5.2.1 The successful bidder has to deposit Performance Security Deposit which will be a sum equivalent to 5% 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 for a period of 12 months beyond the date of final completion of work. In case, the contract is further extended beyond the initial period, the PSD will have to be accordingly renewed by the successful bidder. No interest shall be paid on PSD

5.2.2 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 FDR 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 Companies bill has been received and examined.

5.2.3 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.

5.2.4 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 client, which may have been issued to the Contractor, for carrying out work stipulated in the contract.

5.3 VALIDITY OF CONTRACT

The contract, if awarded, shall be valid for a period of two months from the date of award. In case of breach of contract or in the event of fulfilling the minimum requirements / statutory requirements, the client 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 office of the client.

5.4. PAYMENTS

5.4.1 All payments shall be made in Indian Currency by means of Electronic Clearance Service (ECS) within 30 days after completion of the work. No request for any advance payment shall be entertained.

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SECTION-6

(Force Majeure & Penalty Clause)

6.1 Force Majeure

- Notwithstanding the provisions of contract, the Service Provider 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.
- For Purposes of this clause, "Force Majeure" means an event beyond the control of the SP and not involving its fault or negligence and not foreseeable. Such events may include but are not restricted to acts of the MEA either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- If a Force Majeure situation arises, the company shall promptly notify the authority in writing of such conditions and the cause thereof. Unless otherwise directed by the MEA in writing, the SP 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.
- The MEA may terminate this contract, by giving a written notice of minimum 30 days to the SP being unable to perform a particular portion of the services for a period of more than 60 days.

6.2. Penalty Clause

The Service Provider will use reputed brand only keeping in view the dignity of the residence and finish the work within the stipulated time. Service Provider may use as many workers as needed to finish the job in time and penalty of Rs. 1,000/- per day will be charged for delay in finishing the work.

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SECTION-7

(Instruction to submission online Bids)

7. Instruction to submission online Bids:

- (a) The bid shall be submitted online only at Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app> . **Manual bids will not be accepted under any circumstances.**
- (b) All documents as per tender requirement shall be uploaded online through Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app> . Original draft towards EMD and Tender document fee shall be submitted on or before closing date of tender submission. Complete set of documents uploaded shall be submitted within 03 working days after the bid submission date.
- (c) Bids submitted online without required documents will be summarily rejected.
- (d) Both technical and financial bids are to be submitted concurrently duly digitally signed on the Central Public Procurement Portal.
- (e) The bidders shall have a valid digital signature certificate for participation in the online tender. The cost of digital signatures, if any, will be borne by respective bidder.
- (f) Prospective bidders are accordingly advised to go through instructions provided at Central Public Procurement Portal.
- (g) **The online bids (complete in all respect) must be uploaded online in Two Covers (Cover-I: Technical Bid and Cover-II: Financial Bid) as per Annexure-I and Annexure-II respectively in PDF Format.**

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SECTION-8

(Technical Bid)

(TECHNICAL BID)

ANNEXURE-I

TECHNICAL BID

TENDER NOTICE NO. Q/CPC/872/6/17

Dated – 14.09.2017

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)	.pdf
2	EMD of Rs. 1,25,000/- (scanned copy)	.pdf
3	Scanned copy of Affidavit	.pdf
4	Certified copies of Registration and Incorporation particulars of Company	.pdf
5	Certified copies (i) PAN, and GST Registration	.pdf
6	Certified copies of last three years returns ending 31.03.2017 from Income Tax Department	.pdf
7	Proof of minimum experience of similar nature in the Central / State Govt Departments / Ministries /Organizations of Govt of India / State Govt / PSU's and reputed Private Organizations during the last 05 years ending 31-03-2017.	.pdf
8	Attested copy of the audited balance sheets for the completed three financial years i.e. for 2014-15, 2015-16 and 2016-17.	.pdf
9	Financial Capacity Form (Form-II) duly certified by company auditor	.pdf
10	Power of Attorney/ Authorization for signing the bid documents.	.pdf

Signature of the authorized
signatory of the Bidder with
seal of the firm/company

Name: _____

Mob No. _____

Date: _____

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SECTION-9

(Financial Bid)

TENDER NOTICE NO.

FINANCIAL BID

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

NAME OF THE WORK:

PRICE SCHEDULE (DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY) (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 #	TEXT #	TEXT #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Units	Quoted Currency in INR / Other Currency	Basic RATE In Figures To be entered by the Bidder (including all taxes) Rs. P (per unit)	TOTAL AMOUNT including Taxes for all 1304 units	TOTAL AMOUNT In Words
1	2	3	5	12	7	13	15
1	Items						
1.01	Wall mounted lights supply and installation	item1	1304	INR		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.

Signature of the authorized signatory of the Tenderer with seal of the firm/company

Name: _____

Mob No. _____ Date: _____

Section – 10

CHECK LIST

1. **Online tender**
2. **Two bid system**
3. **Dully filled affidavit**
4. **For legal valid entity:**
 - In the form of a Limited Company, Private Limited Company, Proprietorship, and Partnership firm
 - Registered under the Companies Act, 1956
 - Registrar of companies or other appropriate authorities.
 - Bidding in the form of JV/Consortium is not permitted.
 - Article of memorandum
5. **Existence:**
 - Company registration
6. **Annual turn over**
 - audited balance sheet (Last three years)
 - audited profit & loss account (Last three years)
 - Income tax returns (Last three years)
7. **Licenses:**
 - PAN
 - Labour Department
 - GST Registration
8. **Experience**

Section – 11

Specimen Agreement

AGREEMENT FOR SUPPLY AND INSTALLATION OF 1304 WALL MOUNTED LIGHTS IN 100 APARTMENTS AT MEA RESIDENTIAL COMPLEX CHANAKYAPURI, NEW DELHI

This Agreement is made at New Delhi on this ... day of, 2017.

BETWEEN

Ministry of External Affairs, Government of India (hereinafter referred to as “Ministry”) having its headquarters at 23 D, Janpath, New Delhi – 110021, through its authorized representative, Shri Manoj Kumar Pujari, Under Secretary (Housing)

AND

M/s....., a firm/firm/company having its Head Office at, through Director, 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 supply and install 1304 wall mounted lights in 100 apartments at Ministry of External Affairs, Plot No. 37 & 38, Dr. S. Radhakrishnan Marg, Chanakyapuri, New Delhi - 110021.

SCOPE OF WORK

- A total of 1304 wall mounted lights are to be fixed in 100 apartments.
- Specifications of light to be installed are given below in the table:
 - i) Make – Lustre
 - ii) Stainless Steel Base
 - iii) Stainless Steel Arm
 - iv) Spun Aluminium Holder Cap
 - v) CRCA sheet Back plate
 - vi) Frosted Glass Diffuser
 - vii) Cat No. – L1-3218/2W
 - viii) Lamp type – 2XGLS/Retrofit CFL E-14

- No other property/installation of MEA should get affected during fixation of wall mounted lights.

I. 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 and safety equipments that are of appropriate type, quality, and safety.

II. Statutory Compliance

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

- Contract labour
- Pollution control board
- Electrical Inspectorate

III. Employees

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 limiting to the following acts:

- Minimum Wages as per Delhi govt.
- Notification Employer Liability Act including ESIC, EPF Acts
- Workmen Compensation Act
- Industrial Disputes Act
- Child Labour (Regulation and abolition)
- Contract Labour Act (Regulation & Abolition)
- Apprentices Act
- 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.

5. OTHER TERMS & INSTRUCTIONS

I. Prices

- i. The tender for supply and installation of 1304 wall mounted lights in 100 apartments at MEA Residential Complex, Chanakyapuri, New Delhi is awarded to M/s at their tender price Rs. including applicable Taxes.

II. Tax deduction

Applicable Tax may be deducted at source as per rules.

III. Payment of stamp duty

The Firm/contractor shall pay the expenses of stamp duty for execution of this Agreement.

IV. Terms of payment

Firm/contractor shall be paid after the satisfactory completion of work.

V. Performance/Service Guarantee

- ii. An amount of ₹ (i.e. 5% of contract amount) has to be submitted at the time of signing of agreement. The Performance Security should remain valid for a period of 12 months beyond the date of final completion the work. The Performance Security would be refundable only after successful completion of the Defect Liability Period.

VI. Forfeiture of Performance/Service Guarantee

- i. The guarantee amount in full or part may be forfeited in the following cases:
- When the terms & conditions of the contract are breached.
 - When the Firm/contractor fails to comply with minimum service levels agreed upon.
- ii. Notice of reasonable time will be given in case of forfeiture of security deposit.

VII. General Conditions

- i. The Firm/contractor shall ensure that all compliances governing the employment of labour under this contract are met in line with the requirement. All employees working under the contract shall also be covered under Worker's Compensation policy.
- ii. 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.
- iii. 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.
- iv. The Firm/contractor shall ensure that all employees assigned by the firm/contractor to execute works are employees of the firm/contractor and that under no circumstances shall the relationship of employer and employee be deemed to arise between Ministry and firm/contractor's personnel.
- v. 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.
- vi. All firm/contractor workmen should be provided with a uniform and shall work within the Ministry premises in their prescribed uniform only.
- vii. The firm/contractor must leave work areas in a clean, tidy and safe condition at the end of each working period.
- viii. The firm/contractor must provide consumables, tools and equipment based on applicable regulations / codes / guidelines.

- ix. The firm/contractor should ensure that proper qualified / trained / licensed personnel carry out the jobs and that proper supervision is done for all jobs.

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- x. 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 A/c 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.
- xi. 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.
- xii. It is also agreed between the parties that this Agreement is the complete & final understanding between the parties and supersedes any previous written and/or verbal / oral agreement/understanding.

VIII. Resolution of Disputes

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. The authority to appoint the arbitrators shall be the International Centre for Alternative Dispute Resolution. 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. The language of the arbitration proceedings shall be English.

IX. Amendments to the contract

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.

X. 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 that termination is for the Ministry's convenience, the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective.

6. 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.**

7 Force Majeure

- Notwithstanding the provisions of contract, the Service Provider 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.

- For Purposes of this clause, "Force Majeure" means an event beyond the control of the SP and not involving its fault or negligence and not foreseeable. Such events may include but are not restricted to acts of the MEA either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- If a Force Majeure situation arises, the company shall promptly notify the authority in writing of such conditions and the cause thereof. Unless otherwise directed by the MEA in writing, the SP 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.
- The MEA may terminate this contract, by giving a written notice of minimum 30 days to the SP being unable to perform a particular portion of the services for a period of more than 60 days.

8. Penalty Clause

The Service Provider will use reputed brand only keeping in view the dignity of the residence and finish the work within the stipulated time. Service Provider may use as many workers as needed to finish the job in time and penalty of Rs. 1,000/- per day will be charged for delay in finishing the work.

IN WITNESS WHEREOF the parties have signed this Agreement on the mentioned in presence of witnesses and in presence of each other. Done in two originals, one for each party.

For M/sFor Ministry of External Affairs

.....
Chief Executive Officer,
Authorised Signatory for
Firm/contractor

(Manoj Kumar Pujari)
Under Secretary (Housing)
Ministry of External Affairs
(for & on behalf of President of India)

WITNESS

1.
2.

WITNESS

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