



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

Tender No.Q/CPC/872/5/17


**TENDER FOR SUPPLY AND INSTALLATION OF SANITARY ITEMS IN VARIOUS FLATS AT 37-38, MEA RESIDENTIAL COMPLEX, DR. S. RADHAKRISHNAN MARG, CHANAKYAPURI, NEW DELHI - 110021**

**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 supply and installation of sanitary items in various flats 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	03.04.2018 (1000 hrs.)
Bid Document Download Start Date	03.04.2018 (1000 hrs.)
Clarification Start Date	03.04.2018 (1000 hrs.)
Pre- bid meeting	09.04.2018 (1430 hrs.)
Bid Submission Start Date (online)	17.04.2018 (0900 hrs.)
Clarification End Date	20.04.2018 (1100 hrs)
Bid Submission End Date (online)	25.04.2018 (1100 hrs.)
Date of Technical Bid Opening (online)	03.05.2018 (1500 hrs.)
Date of Financial Bid Opening (online)	<b>Will be published on CPP Portal after technical evaluation</b>
a) <b>EMD</b> 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) <b>Address for pre-bid meeting and EMD submission:</b> MEA Office, C-16, MEA Residential Complex, 37-38, Dr. S. Radhakrishnan Marg, Chanakyapuri, New Delhi – 110021	
c) <b>Contact details:</b> Administrative Officer(CPC), 011-20862089, 24108171, <b>email:</b> aocpc@mea.gov.in	

- The bid shall be submitted online only at Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app>. **There is no 'Tender Fee'**.
- 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.

  
**Sunil Sehgal**  
Administrative Officer (CPC)

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**SECTION 2 - 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 **supply and installation of sanitary items** against Tender Notice No. **Q/CPC/872/5/17**.
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 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 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 is 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 claim any regularization of their services or enhancement in their wages from Ministry.
11. All the workers provided by me/us will have their 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 only 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.

**(Signature of the Tender with Seal)**

Seal of Notary

**Date :**

### **SECTION 3 - SCOPE OF WORK**

- a) A total of 100 apartments are to be fixed with various sanitary fittings.
- b) Contractor will give proper finishing and even look to the fittings.
- c) No other property/installation of MEA should get affected during fixation of sanitary items.
- d) All the above stated work should conform to CPWD's DSR/Norms.
- e) Time Limit: Work should be completed in a period of 2 months from the date of signing the agreement.
- f) Working Hours: Working hours of the building will be from 9am to 5.30 pm.
- g) Good quality branded items (Brands to be quoted are Parryware/Hindware/Jaquar/Cera only) are required. The details of items with specifications and quantity required are given below in the table :

S.No	Item	Specifications (Brands:- Parryware/Hindware/Jaquar/Cera)	Quantity
1	Kitchen Mixer	Material brass, Chrome finish, two handles	100
2	Basin Mixer	Material brass, Chrome finish, double handle, wall mount type	196
3	Bathroom Mixer (Wall)	Brass, wall mount type, handle controlled	196
4	Hand Shower	Stainless Steel, Chrome finish, wall mount	196
5	Health Faucet	Brass, handle controlled, wall mount installation	196
6	Bottle Trap Brass	Material brass, chrome finish, Vessel type	296
7	Angle Wall Brass	Material brass, chrome finish, knob controlled	1644
8	Towel Ring	Wall mount type, material steel, chrome finish	224
9	Taps	Bib tap, handle controlled, chrome finish, suitable for shower	160
10	Western Commodes	One piece EWC with hydraulic sheet cover, twin flush button, swirling flush, with connection pipe	196
11	Sink	1150 X 480 mm size, made of stainless steel, with waste fittings	100
12	Washbasin (oval)	Under/circle counter washbasin, dia. - 400 mm, with waste fittings	88
13	Washbasin (common)	Wall hung type, 600 X 450 mm size, with waste fittings	108

## 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.
- b) **The bidder must be in existence for a minimum period of 5 years on 31/12/2017.**
- 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. 80,00,000/- or two work of same nature of value of Rs. 50,00,000/- each or three works of same nature of Rs. 40,00,000/- 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 **Rs. 1,00,00,000/-** (Rupees One Crore only) per annum for each of the last three financial years ending 31.3.2017. The Company should not have incurred loss during the last three financial years and should have a positive net worth.
- g) The preference would 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) 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 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 2014-15, 2015-16 and 2016-17 shall be accepted.
- f) Power of Attorney/Authorisation – Firm's authorization for their representatives to bid on their behalf and sign all bid documents.
- g) Company' profile

## SECTION 5 – OTHER TERMS AND CONDITIONS

### 5.1. **TENDER FEE & EARNEST MONEY DEPOSIT (EMD)**

- a) **Tender Fee** : The tender document fee is exempted for all.
- b) **The Earnest Money Deposit (EMD)** of Rs.5,00,000/- 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 superscribed “Tender for supply and installation of sanitary fittings at CPC”, on or before the closing date and time of e-submission of online bids to Administrative Officer (CPC) 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 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 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):**

- a) The successful bidder has to deposit Performance Security Deposit (PSD) 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 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 Companies 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.

### **5.3 VALIDITY OF CONTRACT**

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

### **5.4. PAYMENTS**

- a) 95% payment may be released to the contractor by way of Running Account Bills after satisfactory completion of work
- b) 5% may be released on completion of Defect Liability Period.
- c) JS(Estt), Ministry of External Affairs will be sole authority to certify that the job has been done satisfactorily.
- d) The rates charged will be the same as quoted in the financial bid by the contractor.
- e) 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 the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor.
- f) No payment shall be made in advance nor any loan from any bank or financial institution shall be recommended on the basis of the order of award of work.

### **5.5 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 30 days if Contractor is unable to timely perform a particular portion of the services for a period of more than 60 days.

## **5.6 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.



## **SECTION 6 - INSTRUCTIONS TO BIDDERS**

### **Instructions for Online Bid Submission**

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

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

### **REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrolment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID/ password and the password of the DSC / e-Token.

### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP 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 CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) 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 / XLS / RAR / DWF/JPG 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. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

**Note:** *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

## **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **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 CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787, email: support-eproc@nic.in.**

## SECTION 7 - TECHNICAL BID

Cover-I (Technical Bid) (following documents to be uploaded online in .pdf format)		
<b>Sl. No.</b>	<b>Document</b>	<b>File Type</b>
1	Contact Details Form (Form-I in Section 9)	.pdf
2	EMD of Rs. 5,00,000/- (scanned copy is to be uploaded and original to be submitted in person)	.pdf
3	Scanned copy of Affidavit (Section -2)	.pdf
4	Attested copies of Registration and Incorporation particulars of Company as per 4.1 (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 all appropriate licenses and appropriate registrations	.pdf
8	Proof of minimum experience as stipulated in 4.1 (e)	.pdf
9	Attested copies of last three years' returns ending 31.03.2017 from Income Tax Department (Financial Years of 2014-15, 2015-16 and 2016-17)	.pdf
10	Attested copy of the audited balance sheets for the completed three financial years i.e. for 2014-15, 2015-16 and 2016-17.	.pdf
11	Financial Capacity Form (Form-II in Section 9) 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 8 - FINANCIAL BID

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

NUMBER	TEXT #	NUMBER	TEXT #	NUMBER #	TEXT	NUMBER #	TEXT #
Sl. No.	Item Description for supply and installation (as per brand and specifications given in Section 3 - Scope of Work)	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P (Without Taxes)	Brand name for which rate is quoted (Paragware/Hindware/Cera/Jaquar)	TOTAL AMOUNT in Rs. P	TOTAL AMOUNT In Words (Without taxes)
1	2	4	5	7	24	8	10
1	Kitchen Mixer	100	Nos			0.00	INR Zero Only
2	Basin Mixer	196	Nos			0.00	INR Zero Only
3	Bathroom Mixer (w/all)	196	Nos			0.00	INR Zero Only
4	Hand Faucet	196	Nos			0.00	INR Zero Only
5	Health Faucet	196	Nos			0.00	INR Zero Only
6	Bottle Trap Brass	296	Nos			0.00	INR Zero Only
7	Angle Wall Brass	1644	Nos			0.00	INR Zero Only
8	Towel Ring	224	Nos			0.00	INR Zero Only
9	Taps	160	Nos			0.00	INR Zero Only
10	Western Commodes	196	Nos			0.00	INR Zero Only
11	Sink	100	Nos			0.00	INR Zero Only
12	Washbasin (oval)	88	Nos			0.00	INR Zero Only
13	Washbasin (Common)	108	Nos			0.00	INR Zero Only
<b>Total in Figures</b>						<b>0.00</b>	INR Zero Only
<b>Quoted Rate in Words</b>						<b>INR Zero Only</b>	

\* Payment will be made after deducting the applicable TDS.

## SECTION 9 – 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	2014-15	2015-16	2016-17
Gross Annual Turnover			
Profit/Loss			

**Signature of Chartered Accountant with Seal**

**Signature of Bidder(s)**

## SECTION 10 - SPECIMEN AGREEMENT

### **AGREEMENT FOR SUPPLY AND INSTALLATION OF SANITARY FITTINGS IN VARIOUS FLATS AT MEA RESIDENTIAL COMPLEX, CHANAKYAPURI, NEW DELHI**

This Agreement is made at New Delhi on this ... day of ....., 2018.

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 supply and install sanitary items in various apartments at Ministry of External Affairs Residential Complex, Plot No. 37 & 38, Dr. S. Radhakrishnan Marg, Chanakyapuri, New Delhi – 110021 at following rates (exclusive of taxes):

Validate		Print		Help		Item Rate BoQ	
Tender Inviting Authority: Joint Secretary (Establishment)							
Name of Work: Supply and Installation of Sanitary Items in Various Flats at MEA Residential Complex, Chanakyapuri							
Contract No: Q/CPC/1872/15/17							
Name of the Bidder/ Bidding Firm /							
<b>PRICE SCHEDULE</b>							
(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	TEXT	NUMBER	TEXT
Sl. No.	Item Description for supply and installation (as per brand and specifications given in Section 3 - Scope of Work)	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P (Without Taxes)	Brand name for which rate is quoted (Parryware/Hindware/Cera/Jaquar)	TOTAL AMOUNT in Rs. P	TOTAL AMOUNT In Words (Without taxes)
1	2	4	5	7	24	8	10
1	Kitchen Mixer	100	Nos			0.00	INR Zero Only
2	Basin Mixer	196	Nos			0.00	INR Zero Only
3	Bathroom Mixer (Wall)	196	Nos			0.00	INR Zero Only
4	Hand Faucet	196	Nos			0.00	INR Zero Only
5	Health Faucet	196	Nos			0.00	INR Zero Only
6	Bottle Trap Brass	296	Nos			0.00	INR Zero Only
7	Angle Wall Brass	1644	Nos			0.00	INR Zero Only
8	Towel Ring	224	Nos			0.00	INR Zero Only
9	Taps	160	Nos			0.00	INR Zero Only
10	Western Commodes	196	Nos			0.00	INR Zero Only
11	Sink	100	Nos			0.00	INR Zero Only
12	Washbasin (oval)	88	Nos			0.00	INR Zero Only
13	Washbasin (Common)	108	Nos			0.00	INR Zero Only
<b>Total in Figures</b>						<b>0.00</b>	INR Zero Only
<b>Quoted Rate in Words</b>						<b>INR Zero Only</b>	

#### 5. SCOPE OF WORK

- A total of 100 apartments are to be fixed with various sanitary fittings.
- Contractor will give proper finishing and even look to the fittings.
- No other property/installation of MEA should get affected during fixation of sanitary items.
- All the above stated work should conform to CPWD's DSR/Norms.
- Time Limit: Work should be completed in a period of 2 months from the date of signing the agreement.
- Working Hours: Working hours of the building will be from 9am to 5.30 pm.
- Good quality branded items (Brands of Parryware/Hindware/Jaquar/Cera only) are required. The details of items with specifications and quantity required are given below in the table :

Sl no.	Item	Specifications (Brands: only of Parryware/Hindware/Jaquar/Cera)	Quantity
1	Kitchen Mixer	Material brass, Chrome finish, two handles	100
2	Basin Mixer	Material brass, Chrome finish, double handle, wall mount type	196
3	Bathroom Mixer (Wall)	Brass, wall mount type, handle controlled	196
4	Hand Shower	Stainless Steel, Chrome finish, wall mount	196



5	Health Faucet	Brass, handle controlled, wall mount installation	196
6	Bottle Trap Brass	Material brass, chrome finish, Vessel type	296
7	Angle Wall Brass	Material brass, chrome finish, knob controlled	1644
8	Towel Ring	Wall mount type, material steel, chrome finish	224
9	Taps	Bib tap, handle controlled, chrome finish, suitable for shower	160
10	Western Commodes	One piece EWC with hydraulic sheet cover, twin flush button, swirling flush, with connection pipe	196
11	Sink	1150 X 480 mm size, made of stainless steel, with waste fittings	100
12	Washbasin (oval)	Under/circle counter washbasin, dia. - 400 mm, with waste fittings	88
13	Washbasin (common)	Wall hung type, 600 X 450 mm size, with waste fittings	108

#### 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 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 limiting to the following acts:

1. Minimum Wages as per Delhi govt
2. Notification Employer Liability Act including ESIC, EPF Acts
3. Workmen Compensation Act
4. Industrial Disputes Act
5. Child Labour (Regulation and abolition)
6. Contract Labour Act (Regulation & Abolition)
7. 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) 95% payment may be released to the contractor by way of Running Account Bills after satisfactory completion of work
- b) 5% may be released on completion of Defect Liability Period.

- c) JS(Estt), Ministry of External Affairs will be sole authority to certify that the job has been done satisfactorily.
- 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 the 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 any loan from any bank or financial institution recommended on the basis of the order of award of work.
- f) Payment of Stamp Duty: The Firm/contractor shall pay the expenses of stamp duty for execution of this Agreement.

#### 10. Performance Security Guarantee

- a) An amount of Rs. .... (i.e. 5% 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 Companies 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 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.
- 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 30 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 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.

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 supersedes 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

(Viraj Singh)  
 Joint Secretary (Establishment)  
 Ministry of External Affairs  
 (for & on behalf of President of India)

WITNESS

WITNESS

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- 1.
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