

**Government of India**  
**MINISTRY OF EXTERNAL AFFAIRS**  
**(Establishment Division)**  
**Jawaharlal Nehru Bhawan (JNB) 23D, Janpath,**  
**New Delhi-110011, INDIA**

No: Q/OA/862/01/2018

Dated 02/11/2018

**E-NOTICE INVITING REQUEST FOR PROPOSAL (RFP) FOR CONSTRUCTION OF LANGUAGE LAB, INCLUDING ITS APPROACH AND ENTRANCE IN THE EXISTING BUILDING OF FOREIGN SERVICE INSTITUTE, NEW DELHI ON A TURNKEY BASIS**

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**Jawaharlal Nehru Bhawan(JNB) 23D, Janpath,**  
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**SECTION-1**

**(NOTICE INVITING RFP)**

**Government of India**  
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On behalf of the President of India, Ministry of External Affairs invites online RFPs for construction of a Language Lab, including its approach and entrance, in the existing building of Foreign Service Institute (FSI), New Delhi, as per details given in the tender document.

<b>Tender No: Q/OA/862/01/2018</b>	<b>Dated: 02/11/2018</b>
<b>Important Dates</b>	
<b>Published Date</b>	02/11/2018
<b>Bid Document Download Start Date</b>	02/11/2018
<b>Clarification Start Date</b>	02/11/2018
<b>Clarification End Date</b>	08/11/2018 at 17:30 hrs.
<b>Pre-bid site visit date (in Foreign Services Institute (FSI), Old JNU Campus, Munirka, New Delhi)</b>	12/11/2018 at 11:00 hrs.
<b>Bid Submission Start Date (online)</b>	13/11/2018 at 12:00 hrs.
<b>Bid Submission End Date (online)</b>	04/12/2018 at 12:00 hrs.
<b>End Date of submission of Earnest Money Deposit (EMD) of Rs. 30,000/- in the form of Demand Draft/Pay Order in favor of "PAY AND ACCOUNTS OFFICER, MINISTRY OF EXTERNAL AFFAIRS, NEW DELHI" payable at New Delhi</b>	04/12/2018 at 12:00 hrs.
<b>Date of Technical Bid Opening (online)</b>	05/12/2018 at 15:00 hrs.

2. The bid shall be submitted online only at Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app> Manual bids shall not be accepted.

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.

**(B. Subba Rao)**  
**Under Secretary (Establishment)**  
**Ministry of External Affairs**  
**Tel: 011- 49015104, Email: usestt@gov.in**

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**SECTION-2**

**(AFFIDAVIT)**

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

**AFFIDAVIT**

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

2. I/we am/are submitting tender for setting up Language Lab in Foreign Service Institute (FSI), New Delhi against Tender Notice Number **Q/OA/862/01/2018** dated \_\_/\_\_/2018
3. I/we or our partners do not have any relative working in Ministry of External Affairs (MEA) (hereinafter called the Ministry), 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 maybe accepted at any time before the expiry of the period.
6. If my/our bid is accepted, we commit to submit a Performance Security Deposit 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, department 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 (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 on account of coercive practices or any failure/lapses of serious nature.
10. I/we also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that Ministry is not bound to accept highest ranked bid/lowest bid or any other bid that Ministry may receive.
11. We will deploy only well-trained and police verified workers on the site.
12. We have modern equipment, latest technical experience and sufficient manpower for the subject work.
13. We will use branded material only with quality up to the satisfaction of the client.

(Signature of the Tenderer with Seal)

Seal of Notary

Date :

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**SECTION-3**

**(GENERAL INSTRUCTIONS)**

## 1. **MINIMUM ELIGIBILITY CRITERIA:**

This Invitation for Tender is applicable to all Independent Architects/Interior Designers/Turn Key Contractors in association with executing agency or Commercial establishment in India registered for this purpose.

- a) The applicant shall have a valid registration for providing Architectural/Interior Designing services in India. The Firm should be able to submit the proposal (if required) to any local authority, mandated for issuing permissions/ approvals and licenses etc., as required by the law of the land, for proper execution of the project. The applicant must have executed similar projects in the past.
- b) In the above criteria, 'similar projects' mean projects of having similar scope of work; i.e. Interior and addition alteration works of technical nature.

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

### 1.1 **Legally Valid Entity:**

1.1.1 The bidder shall necessarily be a legally valid entity in the form of a Limited Company, Private Limited Company or firms (Proprietorship/Partnership) or registered under the Companies Act, 1956 or any other appropriate authorities. Bidding in the form of JV/Consortium is not permitted.

### 1.2 **Registration/Licences**

1.2.1 The bidder must have appropriate Registrations for GST, Income Tax Department, etc. Attested copies of PAN, GST registration must be submitted with the technical bid.

### 1.3 **Experience:**

1.3.1 The bidder must have minimum 3 years experience in providing similar projects – interior and addition alteration works of technical nature in Central Govt./State Govt. offices, Institutions, PSUs or reputed private organizations (please attach documentary proof along with the bid).

### 1.4 **Annual Turnover:**

1.4.1 The agency should have annual financial turnover of Rs 12 Lakhs (Rupees Twelve lakhs only) for each of the last three financial years ending 31.03.2018. Attested copies of income tax returns and audited reports for the completed three financial years i.e. for 2015-16, 2016-17 and 2017-18 (ASSESSMENT YEAR 2016-17, 2017-18 & 2018-19 respectively) shall be accepted. Attested copies of these documents shall be uploaded with Technical Bid by the bidders. The bidder should not have incurred loss during the last three financial years and should have a positive net worth.

### 1.5 **Performance:**

1.5.1 The bidder must have completed during the last three years (as on 31.03.2018) one work of the same nature of a value of Rs. 5,00,000/- or two works of yearly value not less than Rs. 3,00,000/- each or three works of Rs. 2,00,000/- each in the Central/State Govt. Departments/Ministry's/Organisations of the Govt. of India/State Govt./PSU's and reputed Private Organisations during the last three years.

## **1.5 Documents supporting the Minimum Eligibility Criteria:**

- (a) In proof of having fully adhered to the minimum eligibility criteria at 1.1.1, 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 1.2.1, attested copies of PAN, and GST shall be submitted. Attested copies of these documents to be uploaded with Technical Bid. All the registrations/licences must be in the name of the bidder.
- (c) In proof of having fully adhered to minimum eligibility criteria at 1.3.1 and 1.5.1, attested copies of Work Order for completed works issued by the Central/State Government Ministries/Departments/Organisations of the Government of India/State Government/PSUs and reputed private organisations shall be accepted. Attested copies of these documents to be uploaded with Technical Bid.
- (d) In proof of having fully adhered to minimum eligibility criteria at 1.4.1, attested copies of Income Tax Returns and audited balance sheets for the completed three financial years i.e., for 2015-16, 2016-17 and 2017-18 (P&L Account & Balance Sheet must be attached for 3 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 growth.

## **2. SUBMISSION OF ONLINE BIDS:**

- 2.1 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.
- 2.2 Tenderer/Bidders are advised to follow the instructions provided in the “*Instruction to Bidders for online Bid Submission*” specified at Section 8 of this Tender document for e-submission of the bids online through CPP Portal Website: <http://eprocure.gov.in/eprocure/app> before proceeding with the tender.
- 2.3 All documents as per tender requirement shall be uploaded online through CPP Portal Website: <http://eprocure.gov.in/eprocure/app> and no documents except original demand draft towards EMD shall be accepted offline.
- 2.4 Bid of bidders not submitting any of the required documents online shall be summarily rejected.
- 2.5 Both technical and financial bids are to be submitted concurrently duly digitally signed on the Central Public Procurement Portal.
- 2.6 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 bidders.
- 2.7 Prospective bidders are accordingly advised to go through instructions provided at Central Public Procurement Portal.



2.8 The online bids (complete in all respects) must be uploaded online in Two Covers (Cover-I: Technical and Cover-II: Financial bid) as per Annexure-I and Annexure-II respectively in PDF Format.

### 3. Earnest Money Deposit (EMD), Tender Fee & Performance Security Deposit:-

3.1 The scanned copy of Earnest Money Deposit (EMD) for a value of **Rs.30,000/-(Rupees Thirty Thousand only)** should accompany the Technical Bid in the form of Demand Draft/Pay Order drawn in favour of '**Pay and Accounts Officer, MEA**' payable at **New Delhi**' shall be e-submitted as .pdf file along with envelope 1 (technical bid).

3.2 The original hard copy of **Earnest Money Deposit (EMD)** of Rs. 30,000/- in the form of Demand Draft/Pay Order in favour of "**Pay & Account Officer, Ministry of External Affairs**" is also required to be submitted in a sealed envelope superscribed "*EMD for setting up Language Lab at Foreign Service Institute (FSI), Ministry of External Affairs, New Delhi*", **on or before the closing date and time of e-submission of online bids** to Administrative Officer, Office Allotment Section, Room No. 4007, Jawaharlal Nehru Bhawan, 23-D, Janpath, New Delhi-110011, Tel No: 011-49015114 , E-Mail: [aoestt@mea.gov.in](mailto:aoestt@mea.gov.in), failing which the bids will not be considered.

3.3 Tender received without EMD or EMD for lesser amount will be summarily rejected.

3.4 The submission of EMD is compulsory for all the Bidders, failing which bid may be rejected. However, 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 Central Purchase Organisation or the Ministry of External Affairs are exempted from submission of EMD, subject to their furnishing relevant documents to this effect. The bidders will have to submit ink-signed certificate of such document for verification of their authenticity as and when required.

3.5 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.

3.6 The EMD of the successful bidder(s) will be returned on receipt of Performance Guarantee.

3.7 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.

4. **Tender Fee:** No cost of tender documents will be charged for the tender documents downloaded by bidders.

### 5. Performance Security Deposit (PSD):-

5.1 PSD @ 5% of order value of the contract shall have to be made **within 7 days of receipt of the communication of the selection of the bid** in pursuance of conditions/instructions to the bidders, failing which the contract shall be cancelled.

5.2 PSD shall be in the form of Demand Draft/Pay Order payable to Pay and Accounts Officer, MEA, New Delhi/Fixed Deposit Receipt from a Nationalized Bank/Bank Guarantee from a Nationalized Bank in the form given at **Form-IV**.

5.3 The PSD should remain valid for a period of sixty days beyond the date of completion of all contractual obligations by the supplier including warranty/guarantee obligation, if any.

5.4 PSD can be withheld or forfeited in full or in part in case the supply order is not executed satisfactorily within the stipulated period.

**6 FINANCIAL BID-** The bidder must submit their financial bid in the prescribed format (BOQ.xls File) – specified at Annexure II of this tender document and no other format is acceptable. Bidders are required to upload the duly filled in bid documents online without changing the format. If the BOQ file is found to be modified by the bidder or incomplete, the bid will be rejected.

**7. EXTENSION OF LAST DATE AT THE DISCRETION OF THE MINISTRY:-** Ministry, may in its discretion, extend the last date for e-submission of the online bids and such extension shall be binding on all the Bidders. Addendum/Corrigendum/Re-tendering, if any, in this regard, will be published on the CPP Portal:<http://eprocure.gov.in/eprocure/app> website: [www.mea.gov.in](http://www.mea.gov.in)

## **8. OPENING OF TECHNICAL AND FINANCIAL BID**

8.1. Online bids (complete in all respects) received along with draft of EMD (physically) will be opened as per stipulated time and date indicated in Notice Inviting Request for Proposal (RFP) in the presence of bidder/authorised representative of bidder, if available at Ministry of External Affairs, New Delhi. Bid received without EMD, wherever required, will be rejected straightaway.

8.2. A duly constituted committee will evaluate eligibility criteria of bidders. Technical bids of only those bidders, whose bids are declared eligible by the committee, will be evaluated.

8.3. It shall be noted that required documents submitted online along with the technical bid will be perused/examined and in case of any deficiency, the technical bid will be rejected and financial bid will not be opened. Selection will be Quality and Cost Based (QCBS) with 75% weightage for Technical proposal and 25% for financial bid. The Technical Proposal submitted by the bidder should get at least 60% marks in the technical evaluation for qualifying for financial bid stage. Various elements of evaluation criteria are explained in **Form V**.

8.4. After scrutiny of technical bids, the Ministry shall shortlist the eligible bidders, who qualify in the technical evaluation stage and inform them of the date and time of opening of the Financial Bids (Preferably by E-mail).

8.5. The representatives of the bidders willing to attend tender opening process will have to submit a letter of authorisation from the bidder to this effect. Bidders/representatives not attending the tender opening process will lose their right to challenge the process at a subsequent stage;

8.6. The financial bid price of each bidder shall be read out on the spot. However, it shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/correction of arithmetical error in the financial bid;

8.7. Merely becoming the lowest bidder will not give any right to the lowest bidder to claim that he is successful in the bidding process. The successful bidder (L-1) shall be decided only after following due procedure by the Tender Evaluation Committee.

8.8. Bids shall be summarily rejected, if it is received other than online through Central Public Procurement Portal;

**9. NON-TRANSFERABILITY:-**This tender is non transferable. Incomplete and conditional tenders will be summarily rejected;

**10. NON-WITHDRAWAL OF BIDS:-**No bidders will be allowed to withdraw after e-submission of bids/ opening of the tender; otherwise the EMD submitted by the firm will be forfeited;

## **11. VALIDITY OF BIDS**

11.1. Bids shall remain valid and open for acceptance for a period of 120 days from the last date of submission of Bids.

11.2. In case, client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.

11.3. The client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

## **12. RIGHT OF ACCEPTANCE:**

12.1. The Competent Authority in the Ministry of External Affairs reserves all rights to reject any bid including bids of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority in the Ministry in this regard shall be final and binding.

12.2. Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.

12.3. The Competent Authority in the Ministry reserves the right to award any or part or full contract to any successful agency(ies) at its discretion and this will be binding on the bidders.

12.4. In case of failure to comply with the provisions of the terms and conditions mentioned by the agency that has been awarded the contract, the Competent Authority in the Ministry reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulting agency, which has been awarded the initial contract and this will be binding on the bidders.

12.5. The Ministry of External Affairs may terminate the contract if it is found that the Contractor is blacklisted on previous occasions by any of the Government Departments/Institutions/Local Bodies/Municipalities/Public Sector Undertakings, etc.,

### **13. NOTIFICATION OF AWARD BY ISSUANCE OF “LETTER OF ACCEPTANCE”**

13.1. After determining the successful bidder after evaluation, the client shall issue a Letter of Acceptance (LoA) in duplicate, which will return one copy to client duly acknowledged, accepted and signed by the authorized signatory within seven (07) days of receipt of the same by the successful bidders.

13.2. The issuance of the Letter of Acceptance to the bidder shall constitute an integral part of the Agreement and it will be binding to the Contractor.

### **14. SITE VISIT AND PRE-BID MEETING:**

14.1 The bidders should visit the site before bidding to apprise themselves of the exact requirements relating to the scope of the work. Detailed scope of work will be explained at the site. The visit to site in Foreign Service Institute (FSI), Old JNU Campus, Munirka, New Delhi will be at 11:00 hrs on date as mentioned in Page 3 of the tender document and will be coordinated by AO (OA), Room No. 4007, Jawaharlal Nehru Bhawan, 23-D, Janpath, New Delhi-110011, Phone No.011-49015114.

14.2 A pre-bid meeting would be held on the same day at 1200 hrs., in Foreign Service Institute (FSI). The bidders, who require any clarifications of the tender documents, are invited for the meeting. In due course, bidders may also be required to make presentations.

15. The Ministry reserves the right to change any condition of the tender before opening of the Technical Bids.

16. The successful bidder will have to enter into an agreement with the Ministry as per draft agreement, subject to minor amendments before signing, given in Section 8 before taking up the project.

17. Quoted rates should be inclusive of all taxes and duties. Bidder shall fully familiarise about the applicable taxes on amounts payable by the Employer under the contract. All such duties and taxes must be included by the Bidder in the financial bid.

### **18. Validity of Contract:**

18.1 *Rates quoted should be valid till final execution of the work* and shall not be subject to variation on any account. No claim for compensation or loss due to fluctuations or any other reasons/causes shall be entertained. *A bid submitted with an adjustable price quotation shall be treated as non responsive and shall be rejected.* No request for increase in the rates would be entertained during the period of contract.

## **19. Mode of Payment:-**

19.1 Payment will be made after successful execution of work and signing of receipts confirming the satisfactory servicing by the concerned officer.

19.2 No advance payment will be made in any case.

## **20. Delivery, Defect Liability & Penalty for delayed services:-**

20.1 The TURN KEY CONTRACTOR shall implement the project within the stipulated time which shall be about 8 weeks and within the approved cost and other conditions.

20.2 In case of any delay beyond the period of 8 weeks from the award of the contract, penalty to the tune of 0.50% subject to maximum of 10% of the total project cost for each day's delay shall be imposed. However, the penalty can be waived by the Ministry if, in its opinion, there are valid reasons for delay.

20.3 The workers deployed by the company shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the Government property. If any negligent action or inaction on the part of workers of the company causing damage to contracted item(s) is reported, then full amount equivalent to that of damaged article will be recovered from the company in addition to any other action as deemed appropriate by the Competent Authority.

20.4 During post-construction phase, the TURN KEY CONTRACTOR shall be responsible for carrying out the two activities. Firstly, the defect liability period of one year shall be reckoned from the date of handing over/taking over. Secondly, the TURN KEY CONTRACTOR shall rectify all the constructional defects during the defect liabilities periods.

## **21. Corrupt or Fraudulent Practices:-**

21.1 It is expected that the bidders who wish to bid for this tender have highest standards of ethics;

21.2 Ministry shall reject a bid if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract;

21.3 Ministry may declare a bidder ineligible, either indefinitely or for a stated duration, if it at any time determines that the bidder has engaged in corrupt and fraudulent practices during the execution of contract.

## **22. Force Majeure:-**

22.1 Ministry may consider relaxing the penalty and delivery requirements as specified in this Tender Document, if and to the extent the delay in performance or failure to perform its obligations under the contract, is the result of a *Force Majeure*.

22.2 *Force Majeure* is defined as an event of effect that cannot reasonably be anticipated such as natural disasters, act of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful bidders premise, etc.

### **23. Settlement of Disputes and Arbitration:-**

23.1 If any dispute or difference arises between the parties hereto as to the interpretation, effect and implication of any provision of the agreement, including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this tender, shall within 15 days (or such longer period as may be mutually agreed upon) from the date one party informs the other in writing that such dispute or disputes or disagreement exists, be referred to arbitration in accordance with the Rules of Arbitration and Conciliation Act 1996 and the rules framed thereunder for the time being in force. The award made in pursuance thereof shall of binding on the parties.

23.2 The sole arbitrator shall be appointed by the mutual consent of the Parties. The venue of the Arbitration shall be at Delhi. The language of arbitration proceedings will be English only. Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrator otherwise decides in the Award. The provisions of this Clause shall not be frustrated, abrogated or become inoperative, notwithstanding this tender/agreement expires or ceases to exist or is terminated or revoked or declared unlawful. The Courts at New Delhi shall have exclusive jurisdiction in all matters concerning this Agreement/RFP including any matter related to or arising out of the arbitration proceedings or any Award made therein.

### **24. General/Others:-**

24.1 In no circumstances, the firm shall appoint any sub-contractor or sub-lease the contract. If it is found that the contractor has violated these conditions, the contract shall be terminated forthwith without any notice and Performance Security Deposit shall be forfeited.

24.2 The bidders shall be bound by the details furnished to Ministry, while submitting the tender or at subsequent stage. In case any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable for legal action besides termination of contract.

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**SECTION-4**

**(SCOPE OF WORK)**

**CONSTRUCTION OF LANGUAGE LAB, INCLUDING ITS APPROACH AND ENTRANCE, IN THE EXISTING BUILDING OF FOREIGN SERVICE INSTITUTE, NEW DELHI ON A TURNKEY BASIS**

**TENDER PROCESS**

1. The selection process will proceed in two stages – technical and financial. Bid documents may, therefore, be uploaded in two separate folders. All Bidders shall provide Forms of Tender, Qualification Information and technical proposal.
2. The technical proposal shall contain the approach to the design, architectural/interior drawings, choice of material to be used, 3-D Views and methodology of executing the complete job.
3. The financial proposal which should be uploaded must clearly indicate the Turn key cost of the total project. The fees should cover all direct and indirect costs related to implementation. The financial offer should be valid for 120 days from the date of receipt of bids.
4. The bid shall be evaluated as per the evaluation criteria indicated in the RFP.
5. The bidder shall submit the bid satisfying every condition laid down in this notice and tender documents, failing which, the tender will be liable to be rejected.
6. The Ministry of External Affairs reserves the right to cancel the tender or reject the bid of any tenderer(s) without assigning any reason.

**SCOPE OF SERVICES OF THE PROJECT MANAGEMENT CONSULTANT**

The TURN KEY CONTRACTOR shall implement the project for the OWNER within the stipulated time which shall be about 8 weeks and within the approved cost and other conditions. The scope of service of TURN KEY CONTRACTOR shall be spread over in three phases as following:

**(a) PRE-CONSTRUCTION PHASE-** Preparation of detailed estimate

THE TURN KEY CONTRACTOR shall prepare estimate highlighting the following:

1. Concept Plan/detailed drawings, Layout of the scheme, including all amenities required for the project etc., to be shown on drawings.
2. Specifications with proven technology shall be adopted for the detailed development of the proposal.
3. Layout of the different units & services, Plans, Elevations, Sections, 3-D Views and Technology Parameters covering the followings:
  - Detailed Architectural & other relevant drawings.
  - Design details as approved by the owner ( Establishment & EG&IT Divisions of Ministry).
  - Detailed specifications of equipment, fittings, fixtures, finishes and the type of materials to be used in the construction.
  - Format for monitoring progress during construction stage.
  - Tendering system to be in line with TURN KEY CONTRACTOR norms and Central Vigilance Commission (CVC) guidelines.



- All estimates shall be prepared on the basis of Central Public Works Department norms and on the basis of market rate analysis where CPWD rates are not applicable.
- The estimates shall be comprehensive and shall include for all items of anticipated expenditure.
- Finance Control aspects.

**(b) CONSTRUCTION PHASE**

1. THE TURN KEY CONTRACTOR shall get the works executed from start of construction up to commissioning and handing over of the project duly complete. These will be provided by way of using expertise of THE TURN KEY CONTRACTOR and experience in projects, to execute the entire project as per the drawings and specifications. THE TURN KEY CONTRACTOR shall depute required personnel for full time day-to-day supervision and headed by a qualified and experienced Manager to look after the interests of the OWNER and prepare and submit Reports from time to time in coordination with various agencies for civil, structural, services works, etc. for smooth execution of the complete project.
2. Supervision of works as per drawings, specifications and contract documents.
3. Preparation of overall construction schedules, their coordination and monitoring. The report apart from other details shall include current positions holdups, if any, programme for next consequent weeks in MS Project software.
4. Testing, checking and inspection of quality of materials and workmanship.
5. Monitoring progress and sequences of works of various deployed contractors for coordinated and harmonious construction.
6. Co-ordination with Establishment Division during execution.
7. During the execution of work, the addition/alternations/deletions of various deployed contractors for coordinated and harmonious construction.
8. Checking, certification and making payments of running and final bills of various deployed contractors and obtaining and guarantees as per CONTRACT.
9. Preparation and submission of monthly progress reports to THE OWNER to appraise the project from time to time in approved formats.

**(c) POST-CONSTRUCTION PHASE**

THE TURN KEY CONTRACTOR shall be responsible for carrying out the following activities.

1. The defect liability period of one year shall be reckoned from the date of handing over/taking over.
2. THE TURN KEY CONTRACTOR shall rectify all the constructional defects during the defect liabilities periods.

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**No. Q/OA/862/01/2018**  
**Government of India**  
**MINISTRY OF EXTERNAL AFFAIRS**  
**(Establishment Division)**  
**Jawaharlal Nehru Bhawan(JNB) 23D, Janpath,**  
**New Delhi-110011, INDIA**

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**SECTION-5**

**(TECHNICAL AND FINANCIAL BID)**

**Tender No: Q/OA/862/01/2018**

<b>Cover 1 - (Technical Bid)</b> (Following documents to be uploaded online in .pdf format)		
<b>Sl. No.</b>	<b>Document</b>	<b>File Type</b>
1.	Technical proposal containing approach to the design, architectural/interior drawings, choice of material to be used and methodology of executing the complete job.	.pdf
2.	EMD of Rupees thirty thousand (Rs. 30,000/-) only (scanned and certified copy of the Bank instrument)	.pdf
3.	Particulars and contact details of the bidder ( <b>Form I</b> )	.pdf
4.	Scanned copy of Affidavit	.pdf
5.	Registration and incorporation of particulars of the bidder indicating legal status such as company/partnership/JC Consortium/proprietorship concern, etc. (Pl. attach copies of the relevant documents/certificates).	.pdf
6.	Documentary proof of experience.	.pdf
7.	Registration details of the bidder (Please attach copies of the relevant documents/certificates): 1. GST Registration Number (GST) 2. Permanent Account Number (PAN)	.pdf
8.	Copies of Income Tax Returns filed for the last three years (2015-16, 2016-17 and 2017-18) and audited balance sheets for the same period.	.pdf
9.	Tender document signed & stamped on all pages as a token of having accepted the terms and conditions.	
10.	Brief profile of the company along with any other information	.pdf

Signature of the authorised signatory of the Tenderer

with seal of the firm/company

Name: \_\_\_\_\_

Mob No. \_\_\_\_\_

Date: \_\_\_\_\_

**Tender No: Q/OA/862/01/2018**

**FINANCIAL BID**

Name of work: Construction of Language Lab in the existing building of FSI.

(The BOQ template for Financial Bid must not be modified / replaced by the bidder and the file should be uploaded in same format as of original BOQ file after filling the relevant columns, else the bid is liable to be rejected for this tender. Bidders are allowed to enter the Bidder's Name and Values only.)

<b>Item No</b>	<b>Description of item</b>	<b>Fee Quotation (to be quoted all inclusive as a lump sum cost of construction and applicable taxes )</b>  <b>(in Rs.)</b>
1	<p><b>Consultancy Services</b> consolidated for comprehensive services i.e., architectural, interiors, structural, internal &amp; external services, electrical, HVAC, acoustic and any other specialist disciplines, etc., involved in the execution and construction of Language Lab by the bidder.</p> <p>(No conditional/additional costs separately for any of the services mentioned above should be quoted)</p>	
	Rupees in Words:	

**Note :** Quoted rates should be inclusive of all taxes and duties. Bidder shall fully familiarise about the applicable taxes on amounts payable by the Employer under the contract. All such duties and taxes must be included by the Bidder in the financial bid

We agree to bind by this offer if we are selected as the preferred bidder.

For and on Behalf of:

(Authorized Signatory with Stamp of Tenderer)

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**SECTION-6**

**(FORMS AND CHECKLIST)**

**Particulars and contact details of the bidder**

Name of the Firm		
01.	Address with Telephone No.	
	Contact Person with Mobile No.	
	E-mail address	
02.	Bank Details	Name of the Bank: Branch: A/C No. Type of A/C: IFSC Code
03.	Status Proprietary/ Partnership/ Pvt./Public/ Ltd. Co.	
04	PAN (Enclose copy of Pan Card)	
05.	GST (Enclose copy of GST)	
06.	Details of past experience in the same trade (please enclose copies of orders received from hotel/institutions and Govt./Semi Govt. Organisations/reputed company).	

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

Name: \_\_\_\_\_

**FINANCIAL CAPACITY FORM ( Attested copies of documentary proofs to be uploaded with Technical Bid)**

Name of the Firm:

Address of the Firm:

<b>Description</b>	<b>FINANCIAL YEARS</b>		
	<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>
Annual Turn Over (In INR)			

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

Name: \_\_\_\_\_

Mob No. \_\_\_\_\_

Date: \_\_\_\_\_

NOTE: To be certified by Company Auditor with signature

**DETAILS OF PREVIOUS CONTRACTS AND SATISFACTORY PERFORMANCE**

**( Attested copies of documentary proofs to be uploaded with Technical Bid)**

Period of Contract	Name and Address of the Organization with reference letters	Name of the contact person & Phone No.	Value of contract and other Details	Remarks

Give details of current contracts, if any, of similar services being rendered by you and which will be available for inspection by our officials:

<b>Period of Contract</b>	<b>Name and Address of the Organization with reference letters</b>	<b>Name of the contact person &amp; Phone No.</b>	<b>Value of contract and other Details</b>	<b>Remarks</b>

Place: SEAL AND SIGNATURE OF THE TENDERER

Date:



**Performance Security Bond Form**

In consideration of the Ministry of External Affairs (MEA) (hereinafter called the Ministry) having offered to accept the terms and conditions of the Agreement No.\_\_\_\_\_ dated\_\_\_\_\_ made between Ministry and M/s\_\_\_\_\_ (hereinafter called 'the said Contractor(s)' for **FOREIGN SERVICE INSTITUTE (FSI), New Delhi** (hereinafter called 'the said Agreement') having agreed to production of an irrevocable Bank Guarantee for Rs\_\_\_\_\_ (Rupees\_\_\_\_\_ only) as a performance security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said Agreement.

2. We (Name the Bank) \_\_\_\_\_ do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand by the Ministry stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Ministry by reason of breach by the said contractor (s) of any of the terms or conditions contained in the said Agreement or by reason of the said contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the Ministry in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.\_\_\_\_\_.

3. We undertake to pay to the Ministry any money so demanded notwithstanding any dispute or disputes raised by the said contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this bond being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the said contractor (s) shall have no claim against us for such payment.

4. We (name of the Bank) ----- further agree that the guarantee herein contained shall remain in full force and effect for a period of sixty days beyond the date of completion of all contractual obligations of the contractor including warranty obligation and that it shall continue to be enforceable till all the dues of the Ministry under or by virtue of the said Agreement have been full paid and its claims satisfied or discharged or till Ministry \_\_\_\_\_ certifies that the terms and conditions of the said Agreement have been full and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We (Name of the Bank) ----- further agree with the Ministry\_\_\_\_\_ that the Ministry \_\_\_\_\_ shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or form time to time any of the powers exercisable by the Ministry against and said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or commission on the part of the Ministry or any indulgence by Ministry to the said contractor(s).

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the said contractor(s).

7. We (name of the Bank) ----- lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Ministry in writing.

Dated the ----- day of -----, Two Thousand Eighteen only.

For -----

(Indicate the name of the Bank)

Witnesses:-

1.

2.

**DESIGN SELECTION FOR LANGUAGE LAB IN FSI**

<b>Sl. No.</b>	<b>Criteria</b>	<b>Total Marks</b>	<b>Marks Awarded</b>	
<b>A</b>	<b>Design Proposal</b>	<b>(85)</b>		
1.	Concept and Confirmation to the given theme in RFP	25		
2.	Colour Combination	10		
3.	Suitability of the proposal to the architectural design of the existing building	10		
4.	Innovative use of illumination and lighting within the Lab	05		
5.	Recommendation of Interior Design	20		
6.	Material suitability to the requirement of Lab	10		
7.	Recommendations for future maintenance works	05		
<b>B</b>	<b>Additional Technical Criteria</b>	<b>(15)</b>		
1.	Structure of the organisation	05		
2.	Experience in similar type of works	10		
3.	<b>Total score on Technical Parameters</b>	<b>(100)</b>		
4.	<b>75% weightage</b>			
<b>C</b>	<b>Financial Bid</b>			
<b>D</b>	<b>Financial Score (100 x Lowest Bid/Bid)</b>			
<b>E</b>	<b>Financial Score (based on 25% weightage)</b>			
<b>F</b>	<b>Final Score</b>			

**CHECKLISTS**

<b>Sl. No.</b>	<b>Particulars</b>	<b>YES/NO</b>
1.	Have you filled and submitted all forms (i) Technical bid, (ii) Financial bid, (iii) Contact detail form, (iv) Financial Capacity form and (v) Checklist ?	
2.	Have you read and understood various conditions of the contract and shall abide by them?	

**TECHNICAL BID**

3. Have you enclosed Technical proposal containing approach to the design, architectural/interior drawings, choice of material to be used and methodology of executing the complete job?
4. Have you enclosed scanned copy of the draft for EMD and uploaded with the Technical Bill?
5. Have you submitted the original EMD draft to Ministry on or before submission of online bid?
6. Have you uploaded the proof of having met the following minimum eligibility criteria?
  - 6.1 Legal Valid Entity: Have you uploaded the attested Certificate issued by the Registrar of firms / Companies?
  - 6.2 Financial Capacity: Have you uploaded ITR & Audited Balance Sheets as required?
  - 6.3 Registration licence:- Have you uploaded a copy of each of the Registration certificate?
  - 6.4 Experience: Have you uploaded the attested experience Certificates?
7. Have your Technical Bid been prepared and uploaded as per the requirements of the tender?

**FINANCIAL BID**

8. Have your Financial Bid proposal duly filled and upload as per instructions?
9. Have you quoted prices against each of the category/item?
10. Have you provided cost break ups for all components in the Financial bid?
11. Have you attended pre-bid site visit/briefing?

Note :- The above must be filled, signed and submitted along with the bid.

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

Name: \_\_\_\_\_

Mob No. \_\_\_\_\_

Date: \_\_\_\_\_

**No: Q/OA/862/01/2018**  
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**SECTION-7**

**(DRAFT AGREEMENT)**



**AGREEMENT FOR CONSTRUCTION OF LANGUAGE LAB INCLUDING APPROACH  
AND ENTRANCE IN THE EXISTING BUILDING OF FOREIGN SERVICE INSTITUTE,  
NEW DELHI ON A TURNKEY BASIS**

This agreement no \_\_\_\_\_ is made and entered on the \_\_\_\_ day of \_\_\_\_\_

BETWEEN

The President of India, acting through Under Secretary (Estt), Ministry of External Affairs, New Delhi (hereinafter referred to as “Ministry”), having its office at 23D, Janpath, New Delhi-110011

And

.....(hereinafter referred to as ‘Turn Key Contractor (TKC)’, which expression shall include its successors, assigns and legal representatives);

hereinafter collectively known as Parties.

WHEREAS the Ministry vide its letter No..... dated ..... is desirous of entrusting the contractor, the contract for construction of a Language Lab in Foreign Service Institute (FSI), New Delhi in accordance with the general requirements as set out in this Agreement.

AND

WHEREAS the TKC vide its letter No..... dated..... has agreed to undertake this work on the terms and conditions as mentioned in the Ministry’s tender no Q/OA/861/01/2018 dated 03/07/2018.

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

It is agreed upon between the parties to the Agreement that it is a commercial contract of professional nature between the TKC and the Ministry. In performance of its agreed works as per terms and conditions of the contract, the TKC shall at all times act as an agency independent of the Ministry.

**1. SCOPE OF WORK:**

The TKC shall implement the project for the Ministry within the stipulated time, which shall be about 8 weeks and within the approved cost and other conditions. The scope of service of TKC shall be spread over in three phases as following:

**(a) PRE-CONSTRUCTION PHASE-** Preparation of detailed estimate

The TKC shall prepare estimate highlighting the following:

1. Concept Plan/detailed drawings, Layout of the scheme, including all amenities required for the project etc., to be shown on drawings.
2. Specifications with proven technology shall be adopted for the detailed development of the proposal.
3. Layout of the different units & services, Plans, Elevations, Sections, 3-D Views and Technology Parameters covering the followings:
  - Detailed Architectural & other relevant drawings.
  - Design details duly certified by TURN KEY CONTRACTOR as approved by the owner ( Establishment & EG&IT Divisions of MEA).
  - Detailed specifications of equipment, fittings, fixtures, finishes and the type of materials to be used in the construction.
  - Format for monitoring progress during construction stage.
  - Tendering system to be in line with TURN KEY CONTRACTOR norms and Central Vigilance Commission (CVC) guidelines.
  - Bills of quantities duly priced. All estimates shall be prepared on the basis of Central Public Works Department norms and on the basis of market rate analysis where CPWD rates are not applicable.
  - The quoted rates shall be comprehensive and shall include for all items of anticipated expenditure.
  - Finance Control aspects.

## **(b) CONSTRUCTION PHASE**

1. The TKC shall get the works executed from start of construction up to commissioning and handing over of the project duly complete. These will be provided by way of using expertise of the TKC and experience in projects, to execute the entire project as per the drawings and specifications. The TKC shall depute required personnel for full time day-to-day supervision and headed by a qualified and experienced Manager to look after the interests of the Ministry and prepare and submit Reports from time to time in coordination with various agencies for civil, structural, services works, etc. for smooth execution of the complete project.
2. Supervision of works as per drawings, specifications and contract documents.
3. Preparation of overall construction schedules, their coordination and monitoring. The report apart from other details shall include current positions holdups, if any, programme for next consequent weeks in MS Project software.
4. Testing, checking and inspection of quality of materials and workmanship.
5. Monitoring progress and sequences of works of various deployed contractors for coordinated and harmonious construction.
6. Co-ordination with Establishment Division during execution.
7. During the execution of work, the addition/alternations/deletions of various deployed contractors for coordinated and harmonious construction.
8. Checking, certification and making payments of running and final bills of various deployed contractors and obtaining and guarantees as per contract.
9. Preparation and submission of monthly progress reports to the owner to appraise the project from time to time in approved formats.

## **(c) POST-CONSTRUCTION PHASE**

The TKC shall be responsible for carrying out the following activities.

1. The defect liability period of one year shall be reckoned from the date of handing over/taking over.
2. The TKC shall rectify all the constructional defects during the defect liabilities periods.

## **2. PROJECT COMPLETION SCHEDULE**

The project shall be completed within the period of eight weeks.

## **3. DURATION AND VALIDITY**



The Agreement shall come into effect on the date of signing of this Agreement and shall continue in full force and effect for a period till completion of warranty period and may be extended by a further period/s as deemed appropriate by the Ministry on the same terms and conditions as stated herein. This Agreement may be terminated with mutual consent of the parties in writing.

#### **4. PAYMENT OF STAMP DUTY**

The TKC shall pay the expenses of stamp duty for execution of Agreement.

#### **5. TERMS OF PAYMENT**

Payment will be made after successful execution of work and signing of receipts confirming the satisfactory servicing by the concerned officer. No advance payment will be made in any case.

#### **6. INCOME TAX DEDUCTION**

Income Tax shall be deducted at source as per rules.

#### **7. PERFORMANCE SERVICE GUARANTEE**

7.1 PSD @ 5% of order value of the contract shall have to be made *within 7 days of receipt of the communication of the selection of the bid* in pursuance of conditions/instructions to the bidders.

7.2 PSD shall be in the form of Demand Draft/Pay order payable to **“Pay and Accounts Officer, MEA, New Delhi”**/Fixed Deposit Receipt from a Nationalized Bank/Bank Guarantee from a Nationalized Bank.

7.3 The PSD should remain valid for a period of sixty days beyond the date of completion of all contractual obligations by the contractor including warranty/guarantee obligation, if any.

7A. TKC shall strictly comply with all applicable labour laws and regulations while executing the work under the present Agreement. There is no employer and employee relationship between the TKC’s employees and the Ministry.

#### **8. RELEASE OF PERFORMANCE SERVICE GUARANTEE**

The Performance Security Guarantee will be returned sixty days after successful completion of the contract provided there is no claim for liquidated damages from the Ministry.

## **9. PENALTY**

If the TKC fails to complete the implementation of the particular project within stipulated project period mentioned above, the TKC will have to pay liquidated damages @ 0.50% of the total project cost for the delay of each day or part thereof subject to maximum of 10% of the total project cost. If the work is delayed beyond 3 (three) months, the Ministry shall have the right to terminate the Agreement, except in case of *Force Majeure* which makes the TKC performance of its obligations under the Agreement impossible or so impractical as to be considered impossible under the circumstances. The decision on Force Majeure will be binding on both parties as decided by the Ministry.

Not later than fifteen (15) days after the TKC, as the result of the event or *force majeure*, have become unable to perform a material portion of the services the party shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances. The period for the TKC may be extended for a period equal to the time of such action as a result of Force Majeure, if the Ministry is of such an opinion.

## **10. AMENDMENTS TO THE CONTRACT**

This Agreement may be amended or modified with consent of both parties in writing signed by their duly authorised representatives. No variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the parties.

## **11. FORCE MAJEURE**

11.1 Ministry may consider relaxing the penalty and delivery requirements, as specified in this Tender Document, if and to the extent the delay in performance or failure to perform its obligations under the contract is the result of a Force Majeure.

11.2 Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as natural disasters, act of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful bidders premise, etc.

## **12. SETTLEMENT OF DISPUTES AND ARBITRATION**

12.1 If any dispute or difference arises between the parties hereto as to the interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this tender, shall within 15 days (or such longer period as may be mutually agreed upon) from the date one party informs the other in writing that such dispute or disputes or disagreement exists, be referred to arbitration in accordance with the Arbitration and Conciliation Act 1996 and the rules framed thereunder. The award made in pursuance thereof shall of binding on the parties.

- 12.2 A sole arbitrator shall be appointed by the mutual consent of both Parties.
- 12.3 The legal seat and venue of the Arbitration shall be at Delhi.
- 12.4 The language of arbitration proceedings will be English.
- 12.5 Each party shall bear its own cost of the arbitration proceedings unless the Arbitrator decides otherwise.
- 12.6 The provisions of this Clause shall not be frustrated, abrogated or become inoperative, notwithstanding this tender/agreement expires or ceases to exist or is terminated or revoked or declared unlawful.

### **13. GOVERNING LAWS AND DISPUTE**

This shall be construed and governed by the Laws of India and the parties hereby submit to the exclusive jurisdiction of the courts in New Delhi.

### **14. LIMITATION OF LIABILITY**

The following limitation of liability on the part of the Ministry and the TKC would be accepted for compliance by the both:

- (a) The Ministry shall in no way be responsible for any liabilities arising out of the TKC's contractual obligations with the TKC's personnel, contractor(s), licensers, collaborators, vendors or subsidiaries to the extent specified in this agreement. Similarly, the TKC shall in no way be responsible for any liabilities arising out of the Ministry's personnel, contractor(s), licensers and collaborators.
- (b) The TKC agrees that it shall assume full risk of damage or injury to its own properties or of the Ministry's, employees and/or representatives caused by any act, or omission to act, by its employees. TKC agrees to indemnify and hold harmless the Ministry against all liabilities so caused on account of death or personal injury caused by its employees and representatives.

### **15. MISCELLANOUS**

- a) Third Party inspection on the quality of the works may be carried out, if felt necessary by the Ministry from reputed agency(ies).
- b) On the basis of this Agreement, contractor shall start activities for implementation of the project immediately when site is clearly handed over to the contractor.

IN WITNESS WHEREOF the duly authorised representatives of the parties have signed this Agreement on the day, month and year first above written in presence of witnesses and in presence of each other.

Signed on \_\_\_\_\_ 2018

**FOR**

M/S SERVICE PROVIDER

MINISTRY OF EXTERNAL AFFAIRS

Name and Signature

Signature

(.....)

(.....)

MANAGING DIRECTOR,  
AUTHORISED SIGNATORY FOR  
ADDRESS  
Phone No.  
E-mail :

UNDER SECRETARY (ESTABLISHMENT)  
MINISTRY OF EXTERNAL AFFAIRS  
(for & on behalf of President of India)

**Stamp**

**Stamp**

WITNESS

WITNESS

(Name and Signature)

(Name and Signature)

**No. Q/OA/862/01/2018**  
**Government of India**  
**MINISTRY OF EXTERNAL AFFAIRS**  
**(Establishment Division)**  
**Jawaharlal Nehru Bhawan(JNB) 23D, Janpath,**  
**New Delhi-110011, INDIA**

**SECTION-8**

**(INSTRUCTIONS TO BIDDERS FOR ONLINE BID SUBMISSION)**

## **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:-**

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 Enrollment**” on the CPP Portal which is free of charge.

As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

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.

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.

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.

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:-**

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.

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.

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:-**

Bidder should take into account any corrigendum published on the tender document before submitting their bids.

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.

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.

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.

#### **SUBMISSION OF BIDS:-**

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.

The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.

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.

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 file name. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

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.

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.

The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

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.

The bid summary has to be printed and kept as an acknowledgment of the submission of the bid. This acknowledgment may be used as an entry pass for any bid opening meetings.

### **ASSISTANCE TO BIDDERS**

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.

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 1800 3070 2232.

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**No. Q/OA/862/01/2018**  
**Government of India**  
**MINISTRY OF EXTERNAL AFFAIRS**  
**(Establishment Division)**  
**Jawaharlal Nehru Bhawan(JNB) 23D, Janpath,**  
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**SECTION-9**

**(SKETCH)**

