



Government of India
Ministry of External Affairs
External Publicity & Public Diplomacy Division
Shastri Bhawan, New Delhi 110001

E-NOTICE INVITING TENDER FOR “Providing Packing Services at External Publicity & Public Diplomacy Division (XPD), Ministry of External Affairs, Government of India.

Tender No: Q/PAD/578/1/2020		DATED:
<u>Important Dates</u>		
Published Date	16/01/2020	
Bid Document Download Start Date	16/01/2020	
Clarification Start date	16/01/2020	
Clarification End date	20/01/2020	
Pre Bid Meeting (at Conference Hall, XPD Division, A Wing, Shastri Bhawan- New Delhi)	22/01/2020	
Bid Submission Start Date (online)	15/01/2020	
Bid Submission End Date (online)	05/02/2020	
Date of Technical Bid Opening (online)	06/02/2020	
Date of Financial Bid Opening (online)	14/02/2020	

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.**

(B. Suman)
AO (XAD/PAD)
XPD Division
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MINISTRY OF EXTERNAL AFFAIRS

INVITATION OF BIDS

FOR

SELECTION OF AGENCY FOR

PROVIDING PACKING SERVICES

AT

EXTERNAL PUBLICITY & PUBLIC DIPLOMACY DIVISION

MINISTRY OF EXTERNAL AFFAIRS

GOVERNMENT OF INDIA

Tender Notice No. Q/PAD/578/1/2020

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SECTION 1: INTRODUCTION AND INVITATION FOR PROPOSAL

On behalf of the President of India, E-Tenders are invited under "Two Bid System", i.e., Technical Bid (Pre-qualification) and Financial Bid from reputed, experienced and financially sound Facility Management/Packing companies for providing Packing Services at **External Publicity and Public Diplomacy Division, Shastri Bhawan, Dr. Rajendra Prasad Road, New Delhi.**

Communications

Any queries relating to the proposal may be addressed to:

B. Suman,
AO (XAD/PAD),
External Publicity & Public Diplomacy Division
Ministry of External Affairs (MEA),
Room No. 139, 'A' Wing, Shastri Bhawan
Dr. Rajendra Prasad Road
New Delhi - 110 001, Tel: 011-2338 2089 Fax: 011-23384663
Email: poxad@mea.gov.in

Official website of MEA is: <https://www.mea.gov.in>

SECTION 2: INSTRUCTIONS TO BIDDERS

Instructions to bidders shall be read in conjunction with the other sections given below. These instructions to Bidders will not be a part of the Contract and will cease to have effect once the Contract is signed.

Submission of Proposals

The proposal must be submitted online on CPP Portal (<http://eprocure.gov.in/eprocure/app>). Duly Signed documents relating to this proposal must be submitted online.

1. Validity of Proposal: 120 days, MEA reserves the right to reject a proposal valid for a period shorter than 120 days as non-responsive.

2. Right to Accept or Reject any Proposal

MEA reserves the right to annul the Tendering process, or to accept or reject any or all the Proposals in whole or part at any time without assigning any reasons and without incurring any liability to the affected Applicant(s) or any obligation to inform the affected Applicant (s) of the grounds for such decision.

3. Fraud & Corruption

It is required that the Applicants submitting Proposal and Agency selected through this Tender document must observe the highest standards of ethics during the process of selection and during the performance and execution of Contract.

For this purpose, definitions of the terms are set forth as follows:

a. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of MEA or its personnel in Contract executions.

b. "Fraudulent practice" means a misrepresentation of facts, in order to influence a selection process or the execution of a Contract, and includes collusive practice among Applicants (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive MEA of the benefits of free and open competition.

c. "Unfair trade practice" means supply of services different from what is ordered on, or change in the Scope of Work.

d. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of Contract.

e. MEA will reject a proposal for award, if it determines that the Applicants recommended for award, has been determined to having been engaged in corrupt,

fraudulent or unfair trade practices.

f. MEA will declare an Applicant ineligible, either indefinitely or for a stated period of time, for awarding the Contract, if it at any time determines that Applicant has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing the Contract.

4. Clarifications & amendments of Tender Notice

During the process of evaluation of Proposals, MEA may, at its discretion, ask Applicants for clarifications on their proposal. The Applicants are required to respond within the prescribed time-frame. MEA may for any reason, modify the Tender document before the date of submission of proposal. The amendment(s) to the Tender document would be clearly spelt out and the Applicants may be given sufficient time to amend their proposal due to such modifications.

5. Earnest Money Deposit (EMD):

The Bidder shall furnish an Earnest Money Deposit (EMD) amounting to Rs 75,000/- {Rs. Seventy Five Thousand only}. The EMD shall be in Indian Rupees and shall be in the form of Demand Draft/Term Deposit Receipt from any of the Nationalized Bank/ Scheduled Bank in favour of "Pay and Accounts Officer, Ministry of External Affairs, New Delhi payable at New Delhi". The original hard copy of EMD of Rs 75,000/- {Rs. Seventy Five Thousand only} in the form of Demand Draft/Term Deposit Receipt is also required to be submitted in a sealed envelope super scribed "Tender for Providing Packing Services at External Publicity & Public Diplomacy Division, Ministry of External Affairs, Government of India", on or before the closing date and time of e-submission of online bids to AO (XAD), External Publicity & Public Diplomacy Division, Ministry of External Affairs, Room No. 139, A-wing, 2nd Floor, Shastri Bhawan, New Delhi (Tel No 011-23382089). "To safeguard against a bidder's withdrawing or altering its bid during the bid validity period in the case of advertised or Limited Tender enquiry, Bid Security (also known as Earnest Money) is to be obtained from the bidders except those who are registered with Central Purchase Organisation, National Small Industries Corporation (NSIC) or the concerned Ministry or Department".

The earnest money of unsuccessful Bidder shall be refunded within 45 days after final award of Contract. EMD of the successful Bidder will be released after the Bidder/Bidders sign the final agreement and furnish the Performance Guarantee. Performance Guarantee shall be provided at the time of signing of contract. The EMD shall not carry any interest. The EMD will be forfeited on account of one or more of the following reasons:

- a) Bidder withdraws the Proposal during the validity period specified in e-Tender document.
- b) Bidder does not respond to request for clarification of its Proposal/substandard works.

- c) Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
- d) In case of a successful Bidder, if fails to sign the Agreement in time as per schedule; or furnish the Performance Guarantee.
- e) If the Bidder withdraws or amends, impairs or derogates the Tender in any respect within the period of validity.

SECTION 3: SCOPE OF WORK

NUMBER OF PACKING STAFF REQUIRED- (BETWEEN THREE TO FIVE) (AT LEAST THREE)

- i. Listing of books/printed material/audio-visual material.
- ii. Sorting of books/printed material/audio-visual material.
- iii. Packing of books/printed material/audio-visual material.
- iv. Stacking of books/printed material/audio-visual material at the designated place.
- v. Numbering of books/printed material/audio-visual material, upon requirement.
- vi. Repacking of books/printed material/audio-visual material.
- vii. Transport of books/printed material/audio-visual material from MEA to designated place for dispatching them to Missions abroad.
- viii. Quality assessment of books/printed material/audio-visual material provided by the vendors.

SECTION 4: ELIGIBILITY CRITERIA

- 1) The bidder must be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, empanelled registered with the appropriate authority for the purpose who possesses the required licences, registration as per established law. The said service provider must have experience in the relevant field for a minimum period of 05 years as on 31.12.2019 from the date of registration under the appropriate Act. The bidder shall provide a copy of the registration certificate. Joint ventures/consortium are not allowed.
- 2) The bidder should have a minimum annual turnover of Rs. 25 lakhs during the past three financial years. The bidder must attach attested copies of annual total turnover for the last three financial years along with copies of audited financial statement/ IT Returns for the last three years.

- 3) Experience of the bidder must include providing human resource services to large Government office complex, as defined in 'brief scope of work'. Company must have minimum of 03 years experience in providing Packing services in Government Offices as on 31.12.2019. Preference shall be given to companies having experience in packing services and multiple presences in Delhi and NCR. The bidder must have successfully completed one work of similar Nature of a value of Rs. 12 Lakhs (80% of the estimated cost) OR two works of the same nature of value of Rs. 7.5 Lakhs each (50% of the estimated cost) OR three works of same nature of value of Rs. 6 Lakhs each (40% of the estimated cost) in the last three years.
- 4) The bidder must have satisfactory arrangements for training of its workers. Confirmation in this regard is to be given to the Ministry. The bidder must give precise profile of its key clients along with satisfactory performance report from at least three of them for services provided to them. A complete list of clients including clients in Government sector must be provided along with their website address and Contact Number of the officer concerned.
- 5) The bidder must have equipments, latest technical expertise for packing of books, printed material, CDs, DVDs etc. as has been defined in 'brief scope of work'. Machinery, equipment, implements, material and consumables proposed to be used should be clearly indicated. List of equipments owned by the company is to be furnished with the bid.
- 6) The bidder should be ready to give performance guarantee of 10% of annual contract amount at the signing of the agreement, if successful.
- 7) Employees of the bidder deployed at External Publicity and Public Diplomacy Division, Shastri Bhawan, New Delhi should have bank accounts and the company should be ready to provide proof of payment of salary to each employee through these bank accounts. **The bidder will have to ensure compliance of all mandatory labour laws/regulations laid down by Government of NCT of Delhi.** This will include payment of minimum wages, PF / ESI (Employees' State Insurance and bonus). Providing other benefits like leave, Labour Welfare Fund, cost of uniform etc. to bidder's each employee will solely be the liability of the bidder only. Companies / firms bidding nil management fee / company margin will be rejected. Bonus is mandatory component as per the labour regulations and should be included in the Financial Bid as the one.
- 8) The bidders must have appropriate licence from service/sales Tax department and Income Tax Department (GSTIN/TAN/PAN). The bidder must possess all the licence in their own name. The bidder should give an undertaking that the staff to be deputed to the above MEA premises would be police verified. Self attested copies of all the relevant registration documents (ESI, PF, Service Tax, PAN) are to be submitted with the technical (Pre-qualification) Bid.

- 9) The bidder must provide the attested copies of Income Tax return and Audited balance sheets for the last three financial years. Copies of these are to be submitted with the technical bid.

SECTION 5: Submission of bids in two parts -Technical Bid & Financial Bid

Bidders should go through the tender advertisement and tender document carefully to understand the documents requirement to be submitted as part of the bid. The proposal /bids should be uploaded in two separate parts.

(To be uploaded on CPP Portal for Technical Bid)
(Following documents to be uploaded online in .pdf format only)

SI N o.	Documents	Type
1	EMD of Rs. 75,000/- (scanned copy) {Rs. Seventy Five Thousand only}	.pdf
2	Registration certificate that the said service provider is in existence for a minimum period of 5 years as on 31.12.2019	.pdf
3	Annual turnover during past three financial years	.pdf
4	Income Tax Returns along with turnover/audited financial statements for the last 3 years	.pdf
5	Certificate that the bidder has provided services to large government complex	.pdf
6	Minimum 3 years of experience in providing packing services in government offices as on 31.12.2019.	.pdf
7	Certificate that the bidder has completed one work of similar nature of value Rs. 12 lakh or two works of the same nature of value Rs. 7.5 lakh each or three works of same nature of value Rs. 6 lakh each in the last three years	.pdf
8	Self certification that the company/agency has satisfactory arrangements for training of its workers.	.pdf
9	Profile of its key clients along with satisfactory performance report from at least three of them for services provided to them	.pdf
10	List of equipments owned by the company	.pdf
11	Compliance letter from the bidder regarding all mandatory laws/regulations laid down by government of NCT of Delhi.	.pdf
12	License from service/Sales tax department and Income Tax department (GSTIN/TAN/PAN)	.pdf
13	Undertaking that the staff to be deputed to the above MEA premises would be police verified.	.pdf
14	Affidavit/certificate to the effect that the information submitted by the bidder is correct and the company will abide by the decision of competent authority of Ministry of External Affairs regarding services. In the event of the information submitted by bidder is found to be false or fabricated in any manner whatsoever, the bidder may be suspended and /or debarred from bidding for all future projects/proposals of Ministry of External Affairs.	.pdf
15	Self declaration from the bidder that the company has not been deregistered/blacklisted, previously by any government organization	.pdf

SECTION 6: Evaluation of Technical Bid & Financial Bid

1. Online bids (complete in all respect) received along with demand draft of EMD (Physically) will be opened as per stipulated time and date indicated in page 01 of the tender document in presence of bidders representative, if available at Conference Hall, A-Wing, Shastri Bhawan, New Delhi - 110001. Bid received without EMD will be rejected straightaway.
2. A duly constituted committee will evaluate eligibility criteria of bidders.
3. Technical bid of only those bidders, whose bids are declared eligible by the committee, will be evaluated.
4. It may 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;
5. After scrutiny of technical bids, the Ministry shall shortlist the eligible bidders and inform them of the date and time of opening of the Financial Bids (Preferably by e-mail);
6. Representatives of the bidders willing to attend tender opening process will have to submit a letter of authorization to this effect;
7. In case date of opening of tender is declared a holiday for unexpected reasons, the tender shall be opened same time on the next working day;
8. Bids shall be summarily rejected, if it is received other than online through Central Public Procurement Portal.

Financial Bid:

The Ministry shall open the financial bids of only those bidders who are declared technically qualified by the TEC as per section 4 of the tender document. The bidder must submit their financial bid in the prescribed format (BOQ.XXXX File) – specified at Annexure II of this tender document and no other format is acceptable. Bidders are required to download the BOQ File, open it and complete the unprotected cells with their respective financial quotes the rate per copy in both figures and words (including all taxes)] 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 bidders are strictly advised to refrain from quoting unrealistic prices, at which they may not be able to provide services later. The table below given is only for reference purpose.

Template of Financial Bid to be submitted online SEPARATELY in enclosed format. BoQ

NAME OF THE WORK: PROVINDG PACKING SERVICES AT XPD DIVISION, SHASTRI BHAWAN, MINISTRY OF EXTERNAL AFFARIS, NEW DELHI.

PRICE SCHEDULE	
(This BOQ template must not be modified/replaced by the bidder and the <u>scanned</u> copy of duly filed in BOQ should be uploaded in *.pdf format after filing 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)	
Name of the firm:	

SL No	Particulars	Amount for one staff	Amount for total staff
Statutory components for Supervisory Staff / Skilled/Semi-skilled/ UnskilledNon Matriculates/Matriculates but not graduate/Graduates and above (strikeout whichever is not applicable)			
1	Wages		
2	ESI		
3	EPF		
4	Bonus		
Other components:			
5	Uniform/other charges		
6	Sundry/Overheads		
7	Management Fee		
8	Any Other Charges		
9	Total of above		
10	Service Tax		
11	Grand Total		

Manpower includes relievers.

* Wages should not be less than the minimum wages prescribed under the notification issued by Delhi Government. Rates should be quoted per person per month inclusive of all statutory requirements as per the Minimum Wages Act of 1948. Revision of minimum wages as per Delhi Government's rate shall be incorporated in the rates as and when applicable.

**To be quoted in amount only, not in percentage. Bids having NIL/negligible Agency Charges will be rejected.

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

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

Name: _____
Mob No. _____ Date: _____

- Both technical and financial bid are to be submitted concurrently duly digitally signed on the Central Public Procurement Portal.
- The bidders should have a valid digital signature certificate for participation in the online tender. The cost of digital signatures, if any, shall be borne by respective tenderer.
- Prospective bidders are accordingly advised to go through instructions provided at Central Public Procurement Portal.

SECTION 7: Performance Bank Guarantee (PBG) and Forfeiture of PBG:

The Successful bidder shall have to deposit Performance Guarantee, which will be a sum equivalent to 10% of the accepted annual contract value in favour of “Pay and Accounts Officer, Ministry of External Affairs, New Delhi, payable in the form of Fixed Deposit Receipt (FDR), before the commencement of contract as awarded and within 10 days of signing of the final agreement. It shall remain valid throughout the tenure of the contract. In case, the contract is further extended beyond the initial period, the Performance Guarantee will have to be renewed accordingly. The Performance Guarantee shall be refunded within 60 days of successful completion of the contract, provided there is no breach of contract and there is no claim for liquidated damages from MEA.

No interest shall be paid on the Performance Guarantee.

PBG in full or part may be forfeited in the following cases:

- a. When any terms and conditions of the Contract are breached.
- b. When the Agency fails to satisfactorily provide the desired services.
- c. In the event of non fulfilling the minimum/statutory requirement by the Agency.
- d. Notice of reasonable time will be given in case of forfeiture of PBG. The decision of MEA in this regard shall be final.
- e. The Agency shall not be liable for forfeiture of its PBG or termination of contract 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.
- f. For purposes of this clause, “Force Majeure” is defined as per Section 10 below.

SECTION 8: GENERAL TERMS & CONDITIONS

NOTE: Applicants should read these conditions carefully and comply strictly while submitting the Proposals

- Applicant shall not assign or sublet the Contract or any substantial part thereof to any other agency
- Direct or indirect canvassing on the part of the Applicant or his representative will lead to disqualification.

1. Refund of EMD: The EMD of unsuccessful Applicant shall be refunded within 45 days of final acceptance of the successful Applicant's Proposal. Successful Applicant will have to execute an agreement with Ministry.

2. Penalty Clause:

Refusal or inability or delay by the successful bidder to supply all deliverables as per scope of work at the contracted rate may result in termination of the contract and forfeiting of performance guarantee as well as disqualification of the bidder from participating in future tenders.

3. Termination: The Ministry may terminate the Contract of the agency in case of the occurrence of any of the events specified below:

- a. If the Agency becomes insolvent or goes into compulsory liquidation.
- b. If the Agency, in the judgment of Ministry has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- c. If the Agency submits to the Ministry a false statement which has a material effect on the rights, obligations or interests of the Ministry.
- d. If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Ministry.
- e. If the Agency fails to provide the quality services as envisaged under this Contract. Reasons for the same would be recorded in writing. In such an occurrence the Ministry shall give a written advance notice before terminating the Contract.

SECTION 9: TERMS OF CONTRACT, PAYMENT MODALITIES

1. Term of Contract

The work contract initially will be assigned for a period of twelve months, (which will be extendable for a further period of 12 months at a time but not more than 36 months in total on year to year basis subject to satisfactory services of service provider at the sole discretion of the competent authority of the Ministry of External Affairs.

2. Payment Terms

The payment to agency will be made monthly basis. No advance payment will be made to the agency.

SECTION 10 : Force Majeure

If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events), provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall due to such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non- performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or ceases to exist, and the decision of the Ministry of External Affairs as to whether the performance of the services have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may terminate the contract, subject to approval by the competent authority in the Ministry. Here the competent authority stand for , Joint Secretary (XPD), Ministry of External Affairs, New Delhi.

SECTION 11- CONTACT DETAILS

Any queries relating to the proposal may be addressed to: Mrs. B. Suman, AO(XAD/PAD), External Publicity & Public Diplomacy Division , Ministry of External Affairs (MEA), Room No. 139, 'A' Wing, Shastri Bhawan, Dr. Rajendra Prasad Road, New Delhi - 110 001, Tel: 2338 2089 Fax: 23384663. Email: poxad@mea.gov.in

SECTION 12-13: INSTRUCTIONS FOR SUBMISSION OF PROPOSAL AND UPLOADING OF BIDS ON CPP PORTAL

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>.

a) REGISTRATION

- 1) Bidders are required to enrol 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.

b) 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 / email 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.

c) PREPARATION OF BIDS

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

2) Bidders are requested to 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 should get ready the bid documents in advance, 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.

d) 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 which is not applicable in this case.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. If couriered, bidder will have to communicate details of courier over the email address too, and as mentioned below. 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 light blue 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.

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.

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 (i.e. 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.

e) 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 0120-4001 005, 0120-4200462, 0120-4001002 and 0120-6277 787.

SECTION: 14 AGREEMENT DEED

- 1 The contract shall be awarded on the basis of qualifying in Technical bid and Quality & cost based selection. (QCBS).
- 2 However, if two or more bidders have offered the same rate, the Ministry reserves the right to classify all such bidders.
- 3 During the period of contract, no request for increase in quoted rates shall be accepted under any circumstances.

SECTION: 15 Settlement of Laws and arbitration

Any dispute, difference or disagreement whatsoever, arising between the Applicant/Agency and MEA, out of or relating to any of the item under this tender document, or the validity or breach of the contract signed with the Agency shall be settled through mutual consultation. Where such dispute, difference or disagreement cannot be settled mutually or is not resolved by mutual consultation, either interested party may refer the dispute to Arbitration by a sole Arbitrator to be appointed by the parties under the Arbitration and Conciliation Act, 1996 (as amended from time to time). Place of arbitration shall be Delhi. Language of Arbitration shall be English. Parties shall bear their own expenses unless otherwise ordered by the Tribunal. Decision of sole Arbitrator shall be final and binding on the parties. The court in Delhi shall have exclusive jurisdiction with respect to any legal dispute, difference or proceeding instituted by the parties under this tender document or Project

SECTION: 16 DISQUALIFICATION OF BIDS

Disqualification:- Even if the bidders meet the above criteria, they will be subject to disqualification if any bidder (or constituents) has:-

- 1) A criminal history or has been convicted by any court of law for any of the offences, listed under any Indian laws.
- 2) Any criminal proceeding(s) is/are pending in any court of law in India against any of the Bidder and if any such proceeding culminates into conviction.
- 3) Made misleading or false representation in the forms, statements and attachments submitted.
- 4) Has not submitted hard copy of EMD.

SECTION: 17 Governing Laws and Disputes

This shall be construed and governed by the laws of India and the parties hereby submit to the exclusive jurisdiction of the Delhi Courts of Law.

SECTION: 18 DRAFT SERVICE AGREEMENT

Draft service agreement may be seen at annexure I.

SECTION : 19 AFFIDAVIT , ENCLOSURES ETC.

Specimen copy of affidavit and BoQ to be filled in, as per the instruction given above are enclosed herewith.

ANNEXURE-I

Ministry of External Affairs
XPD Division

No. K/PAD/578/1/2020

February, 2020

Agreement for providing Packing services in External Publicity & Public Diplomacy (XPD) Division, Ministry of External Affairs, Shastri Bhawan, New Delhi-110001

This agreement is made at New Delhi on February, 2020.

BETWEEN

External Publicity & Public Diplomacy Division, Ministry of External Affairs, New Delhi, (Hereinafter referred to as "Ministry") through authorized representative of XPD Division, Ministry of External Affairs

AND

M/s XXXX, a Partnership firm, having its 'registered office at xxx, through xxx, Proprietor who is duly authorized to sign and execute this Agreement (herein after referred to as Service Provider", which expression shall include its successors, assigns and legal representatives).

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

It is agreed upon between the parties to the agreement that this is a commercial contract between Service Provider of professional nature and the Ministry. In performance of its agreed duties as per terms and conditions of the contract the Service provider shall at all times act as an Independent Agency. The contract does not in any way create a relationship of principal and an agent of the Ministry. Under no circumstances, employees of the Service Provider would have 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 provided at the site will work under supervision, direction & control of the Service Provider for carrying out activities agreed upon in terms of the Agreement. However, the Service Provider will remain accountable to the Ministry for any complaint(s) at the site. The Agreement is on principle to principle basis.

Service Provider is required to provide Packing Service to External Publicity & Public Diplomacy Division, Ministry of External Affairs on the first and second floors, A Wing Shastri Bhawan, Dr. Rajendra Prasad Road, New Delhi-110001.

Brief Scope of Work

The Agreement shall apply to all services as defined below.

- i. Listing of books/printed material/audio-visual material.
- ii. Sorting of books/printed material/audio-visual material.
- iii. Packing of books/printed material/audio-visual material.
- iv. Stacking of books/printed material/audio-visual material at the designated place.
- v. Numbering of books/printed material/audio-visual material, upon requirement.
- vi. Repacking of books/printed material/audio-visual material.
- vii. Transport of books/printed material/audio-visual material from MEA to designated place for dispatching them to Missions abroad.
- viii. Quality assessment of books/printed material/audio-visual material provided by the vendors.

Manpower

The personnel of the Service Provider working in External Publicity & Public Diplomacy Division, Ministry of External Affairs will have bank accounts to be credited with their emolument every month. Service Provider will provide proof of payment to the personnel providing services in the Ministry and will meet all statutory requirements like PF (Provident Fund), ESIC (Employee State Insurance Corporation) with proof being provided to Ministry.

Necessary training to staff will be provided by Service Provider on site well in advance and also as and when required in between.

Materials, consumables and spares:-

The Ministry will provide all the packing material required as per tender document.

Working Hours

Working hours in Shastri Bhawan shall be usually from 09:00 hours to 17:30 hours including one hour break, Monday to Friday. However, working hours may be increased/alterd as per the requirement of the Division but those working hours shall not exceed statutory limits.

Statutory Compliance

The Service Provider would need to ensure that the all statutory requirements for operating building are in force and adhered to. These may include

- Contract labour
- Any other aspect of occupying buildings and managing outsourced/vendor employees.

Employees

The contractors must employ qualified/competent and police verified personnel on site for the execution of the agreed tasks. The contractors shall comply with the provisions of all applicable labour legislations but not limiting to the following acts:

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

OTHER TERMS AND INSTRUCTIONS

Duration of contract

The contract shall be valid for a period of One Year (01 Year) from **April 01, 2020** till **March 31, 2021** subject to the satisfactory performance by the service provider. The contract may be extended for further period of 12 months at a time but not more than 36 months in total on year to year basis (on same rates and same terms & conditions), subject to approval by the competent authority in the Ministry and satisfactory services provided by the Service Provider. MEA will have the right to review or cancel the contract at any stage of execution with 30 days of advance notice to the service provider to this effect. In case of breach of contract or the event of the not fulfilling the minimum/statutory requirements, the client shall have the right to terminate the contract anytime forthwith besides forfeiting the performance security amount deposited by the contractor and initiating administrative action for black listing etc. solely at the discretion of the competent authority in Ministry.

Prices

The amount of annual contract including GST etc. to Rs. 12,00,000/- (Rupees Twelve Lakh only). The prices submitted shall be firm for a period of one year. Any revision in minimum wages and Service Tax will be absorbed by the Ministry.

Income Tax deduction:-

Income and service tax may be deducted at source as per rules.

Payment of stamp duty:-

The Service Provider shall pay the expenses of stamp duty for execution of agreement.

Terms of payment

Service Provider shall be paid on monthly basis for the services rendered in the preceding month. Billing cycle will be 1st of the month to the last day of the month. The Service Provider shall submit correct invoices in terms of quantity and commercial aspects within 10 days of the succeeding month and payments shall be released within 30 days of submission of acceptable invoices. **The Service Provider will submit copies of PF/ESI challans along with list of staff with their individual PF/ESI numbers at the time of submitting monthly invoices.**

Performance/Service Guarantee

- An amount of Rs. 1,20,000/- i.e. 10% of the annual contract amount, has to be submitted within Ten days of the acceptance of the LoA. The Performance Security should remain valid for a period of Sixty days beyond the date of completion of all contractual obligations of the service provider. The Performance Security would be refunded only after successful completion of the contract. In case, the contract is further extended beyond the initial period, the Performance Security will have to be renewed accordingly by the service provider.
- No interest shall be paid on the Service Guarantee.

Forfeiture of Performance/Service Guarantee

The guarantee amount in full or part may be forfeited in the following cases:-

- When the terms & conditions of the contract are breached.
- When the Service Provider fails to comply with minimum service levels agreed upon.

- Failure of the Service Provider to comply with statutory requirements shall constitute sufficient grounds for the annulment of the contract and forfeiture of the Service Guarantee.

Notice of reasonable time will be given in case of forfeiture of security deposit.

Release of Performance/Service Guarantee

The Performance/Service guarantee will be returned within 60 days of successful completion of contract period provided there is no claim for liquidated damages from MEA.

General Conditions

The Service Provider shall ensure that all compliances governing the employment of labour under this contract are met in line with the requirement. All employees working under the contract shall also be covered under Workers Compensation policy.

The Service Provider shall recruit, hire, train, supervise and direct personnel deployed under the Agreement. The Service Provider is also responsible for transfer and discharge of them. All personnel employed by the Service Provider shall at all times and for all purposes be solely in the employment of the Service Provider.

The Service Provider shall assign personnel of appropriate training and experience to perform and fulfil its obligations under this Agreement. The Service Provider shall take commercially reasonable steps to ensure that staff members performing services under this Agreement are trained and suitable to perform such services. The Service Provider 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.

The Service Provider will submit copies of PF/ESI challans along with list of staff with their individual PF/ESI numbers along with monthly invoices.

The Service Provider must know and follow duties related to safety for all personnel. These guidelines are applicable to contractors as well as sub-contractors deployed by them at the site.

All Service Provider workmen should be provided with a uniform and shall work within the Ministry premises in their prescribed uniform.

The Service Provider must leave work areas in a clean, tidy and safe condition at the end of each working period.

The service Provider should ensure that proper trained personnel carry out the jobs and that proper supervision is done for all jobs.

All workmen of the Service Provider must have valid identification cards issued by the Service Provider to be displayed at all times during duty hours.

The Service Provider 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 personnel of the Service Provider against loss or damages caused and legal complications liabilities, which may arise on account of failure of Service Provider to perform its obligations to observe the rules and regulations and other provisions of law applicable to the conduct of the business by the Service Provider. The Service Provider 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 Service Provider.

All correspondence, notice shall only be in writing, duly signed by the authorized representative of the parties and shall be served via Registered Mail/Speed Post/By Hand/Courier only at the address mentioned in the Agreement or the last address known to the parties.

It is also agreed between the parties that this Agreement is the complete and final understanding between the parties and supersedes any previous written and/or verbal/oral agreement/understanding.

Resolution of Disputes

If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be resolved in accordance with the ICADR Arbitration Rules, 1996. The authority to appoint arbitrators shall be the International Centre for Alternative Dispute Resolution. The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Arbitration Rules 1996. The place of arbitration proceedings shall be New Delhi. The language of the arbitration proceedings shall be English.

Amendments to the Contract

This Agreement may be amended or modified with consent of both the parties in writing signed by the duly authorized representatives of the

respective parties. No variation in or modifications of the terms of the Contract shall be made except by written amendment signed by both the parties i.e. The Service Provider and the Ministry.

Force Majeure:

Notwithstanding the provisions of contract, the Service Provider (Integrated Facility Management Service Provider) shall not be liable for forfeiture of its performance security, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

- For Purpose of this clause, “Force Majeure” means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include but are not restricted to wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- If a Force Majeure situation arises, the Service Provider shall promptly notify the authority in writing of such conditions and the cause thereof. Unless otherwise directed by the Ministry in writing, the Service Provider 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.
- However, if the performance in whole or part any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may terminate the contract, subject to approval by the competent authority in the Ministry. Here the competent authority stands for Joint Secretary (XPD), Ministry of External Affairs, New Delhi.

Termination of Contract

The Ministry may terminate this contract, by giving a written notice of minimum 30 days to the Service provider being unable to perform a particular portion of the services for a period of more than 30 days. The Ministry may, by written notice sent to the Service Provider, terminate the contract, 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 Contract is terminated and the date upon which such termination becomes effective.

Special Conditions

- ◆ The Service Provider or his vendor shall not pay wages lower than that of minimum wages of labour as fixed by the Govt. of India for application in

NCR area or the Govt of NCT of Delhi. The fair wage referred to will be deemed to be the same as the minimum wages payable as referred to above.

- ◆ The workers provided by the Service Provider will not have any direct employee-employer relation with MEA and hence, no worker so provided will claim any regularisation of their services or enhancement in their wages from MEA. Payment of salaries and allowances to the worker would be the responsibility of the Service Provider as per the wages and other Terms & Conditions prescribed by Govt. of NCT of Delhi.
- ◆ The Service Provider shall employ as his representatives, servants and workmen after verifying their antecedents and loyalty before employing them for the works. He shall ensure that no person of doubtful antecedents and nationality is, in any way, associated with work.
- ◆ All rates and lump-sum amounts, if any, shall be firm throughout the duration of the contract and no deviations shall be entertained by Ministry in this context.
- ◆ The Service Provider shall deploy adequate manpower, machinery and resources to ensure completion of work as per stipulated operation timings.
- ◆ Overtime payments shall be allowed to the staff members.
- ◆ Ministry will provide an office space free of cost to the staff members for enabling them to render the services effectively to the Ministry.
- ◆ The authority will make all payments to the Service Provider for the services rendered satisfactorily on monthly basis in accordance to relevant clauses or conditions of contract.
- ◆ The Service Provider would be responsible for all mandatory compliances for social, safety and environmental issues related to the performance of the service provider in the Ministry premises.
- ◆ Ministry reserves the right to remove any person found unfit.

Code of Conduct and Penalty for Non-Performance

- The Number of workers as agreed upon for work at the complex shall always be available for work as per agreed schedule. If the number of the employees falls short of the agreement, double wages shall be deducted from the bill for the previous month.
- If any of the assigned work is not found satisfactory, an amount of Rupees Ten Thousand will be deducted from the bill for the respective month.

- Smoking, chewing of pan, intoxication, sleeping on duty is forbidden in the building.
- In performing its obligations under this Agreement, the Service Provider and its employees shall maintain confidentiality about layout plans and allocation of space within the building.

If in case, the Ministry decides to extend the contract after one year, it will solely be based on the basis of the services provided by the company during the course of contract of one year.

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 Technical and Financial Bid submitted by the Service provider will also form an integral part of the Agreement along with a copy of the letter of award of Contract.

In witness whereof the parties have signed this Agreement on the day, month and year as mentioned above in the presence of witnesses and in presence of each other

M/s XXXX,

Ministry of External Affairs, External
Publicity & Public Publicity Division,
Shastri Bhawan.

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

I/we _____ Partner(s)
 / Legal Attorney/Proprietor(s)/Accredited Representative(s) of
 M/s _____

_____ solemnly declare that:

2. I/we are submitting tender for packing services against Tender Notice No. _____
 dated _____
3. I/use or our partners do not have any relative working in XPD Division or in any other offices of 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, 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, XP 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 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.

(Signature of the Tender with Seal)

Seal of Notary

Date: