

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

**E-NOTICE INVITING TENDER FOR SUPPLY OF NATURAL POTTED PLANTS IN MEA OFFICE AT AKBAR BHAWAN, NEW DELHI.**

<b>Tender No. : Q/OA/872/1/2017</b>		<b>Dated : 07.07.2021</b>	
<b><u>Important Dates</u></b>			
<b>Published Date</b>		<b>07.07.2021</b>	
<b>Bid Document Download Start Date</b>		<b>07.07.2021</b>	
<b>Clarification Start Date</b>		<b>08.07.2021</b>	
<b>Clarification End Date</b>		<b>15.07.2021</b>	
<b>Pre bid site visit date</b>		<b>16.07.2021 (11:00 AM)</b>	
<b>Bid Submission Start Date (online)</b>		<b>17.07.2021 (12:00 PM)</b>	
<b>Bid Submission End Date (online)</b>		<b>29.07.2021 (12:00 PM)</b>	
<b>Date of Technical Bid Opening (online)</b>		<b>30.07.2021 (03:00 PM)</b>	

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.

Panna Lal Saini  
(Administrative Officer)  
Office Allotment  
Room No. 4007, Jawharlal Nehru bhawan,  
23-D, Janpath, New Delhi-110011

## **DISCLAIMER**

Even though adequate care has been taken in the preparation of this Request for Proposal Document, the bidders should satisfy themselves that the document is complete in all aspects. Intimation of discrepancy, if any, should be given to the office mentioned below immediately. If this office receives no intimation within the date mentioned earlier, it shall be deemed that the bidder is satisfied with the Request for Proposal Document.

Administrative Officer (Office Allotment)  
Ministry of External Affairs  
Room No. 4007, A Block,  
4th Floor,  
Jawaharlal Nehru Bhawan  
23 D, Janpath, New Delhi – 110011,  
Contact 011-49015114.

Neither MEA nor their employees make any representation or warranty as to the accuracy, reliability or completeness of the information in this Tender nor is it possible for MEA to consider the financial situation and particular needs of each party who reads or uses this Tender. MEA recognizes the fact that certain prospective bidders may have a better knowledge of the project and thus encourages all prospective bidders to conduct their own investigations and analysis and check the accuracy, reliability and completeness of the information in this Tender and obtain independent advice from appropriate sources.

Neither MEA nor their employees shall have any liability to any prospective bidder or any other person under, the Indian Contracts Act, 1872 (and its amendments thereafter), the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this Tender, any matter deemed to form part of this Tender, the award of the project, the information and any other information supplied by or on behalf of MEA or their employees, or otherwise arising in anyway from the selection process for the project.

MEA reserves the right to reject any or all of the bids submitted in response to this Request for Proposal at any stage without assigning any reasons whatsoever. MEA reserves the right to change any or all the provisions of this Tender, such changes would be intimated to all parties procuring this Tender document. MEA reserves the right of option to order or not to order a part of scope of work quoted in the tender and may increase, decrease quantity as per site requirement during execution of contract awarded.

**Ministry of External Affairs  
Establishment Division  
(Office Allotment Section)**

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**NOTICE INVITING TENDER**

Online bids are invited under 'Two Bid System', i.e., Technical Bid and Financial Bid for execution of contract for supply of natural potted plants in MEA office at Akbar Bhawan, New Delhi.

2. *The approximate value of the tender is Rs. 2,00,000/- per annum.*

**3. Eligibility Criteria for Bidders:-**

3.1. **Legally Valid Entity:** The bidder shall necessarily be a legally valid entity in the form of a Limited Company, Private Limited Company or firms (Proprietorship/Partnership) registered under the Companies Act, 1956 or other appropriate authorities. Bidding in the form of JV/Consortium is not permitted. A copy of complete 'Memorandum of Article of Association' to be submitted along with the bid. The bidder must be in existence for at least 5 years and have minimum 5 years' experience in providing natural potted plants / horticulture services in various offices of Central Govt./State Govt. offices, Hotels, big/reputed private organisations etc.(please attach documentary proof along with the bid) as on 31.03.2021.

3.2. **Annual Turnover:** The agency should have annual financial turnover of Rs 5 Lakhs (Rupees Five Lakhs only) for each of the last three financial years ending 31.03.2020. Attested copies of income tax returns and audited reports for the completed three financial years i.e. for 2017-18, 2018-19 and 2019-20 shall be accepted. Attested copies of these documents to be uploaded with Technical Bid. The agency should not have incurred loss during the last three financial years and should have a positive net worth.

3.3. The bidder shall not have been blacklisted by any of the Department/Ministry/organisation of the Government of India. A duly signed undertaking to this effect must be submitted with the technical bid.

3.4. **Registration/Licences:** The bidder must have appropriate Licences from Service Tax and Sales Tax Department, Income Tax Department etc. Attested copies of PAN and GST registration must be submitted with the technical bid. Possession of ISO Quality Certification for horticulture services would be desirable.

3.5. **Experience:** The bidder must have completed as on 31.03.2021, one work of the similar nature of a value of Rs. 1,60,000/- or two works of yearly value not less than Rs. 1,00,000/- each or three works of Rs. 80,000/- each in the Central / State Govt. Departments / Ministries / Organisations of Govt. of India / State Govt. / PSU's and reputed private organisations during the last three years.

3.6. The condition of prior turnover and prior experience may be relaxed for Startups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality and technical

specifications and making suitable provisions in the bidding document. Please refer to Ministry of Finance's Office Memorandum no. F.20/2/2014-PPD(Pt.) for further clarity.

3.7. **Other criteria:** The prospective bidder should have their own full fledged operational nursery. Also, the prospective bidder must have qualified and experienced personnel in horticulture to undertake the gardening work professionally.

**4. Submission of online bids:-**

4.1. 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.**

4.2. Before uploading, all pages of the bid document shall be numbered consecutively and shall be signed by the bidder as proof of having read the contents therein and in acceptance thereof. The online bids (complete in all respect) must be uploaded online in **Two Covers (Technical and Financial bids)** as explained below:-

<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.	EMD of Rupees Ten Thousand (Rs. 10,000/-) only (scanned and certified copy of the Bank instrument)	.pdf
2.	Particulars and contact details of the bidder (Annexure-I)	.pdf
3.	Registration and incorporation of particulars of the bidder indicating legal status such as company, partnership/ proprietorship concern, etc. (Pl. attach copies of the relevant documents/ certificates).	.pdf
4.	Documentary proof of experience.	.pdf
5.	Registration details of the bidder (Please attach copies of the relevant documents/certificates): 1 GST Registration Number 2 Permanent Account No. (PAN)	.pdf
6.	Copies of Audited Income Tax Return filed for the last three years (2017-18, 2018-19, 2019-20) and audited balance sheets for the same period.	.pdf
7.	Tender document signed & stamped on all pages as a token of having accepted the terms and conditions.	
8.	Brief profile of the company along with any other information, Undertaking (Annexure-II)	.pdf

<b>Cover 2 - (Financial Bid)</b> (to be submitted in BOQ format online)		
<b>Sl. No.</b>	<b>Document</b>	<b>File Type</b>
1.	Financial bid as per Annexure B of this tender	.xls

	document	
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4.3. Tenderer/Bidders are advised to follow the instructions provided in the ‘**Instruction to Tenderer**’ specified at **Annexure-V** of this Tender document for e-submission of the bids online through Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app> before proceeding with the tender;

4.4. All documents as per tender requirement shall be uploaded online through Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app> and further **no documents will be accepted offline.**

4.5. Bidders not submitting any of the required documents online will be summarily rejected;

4.6. Both technical and financial bid are to be submitted concurrently duly digitally signed on the Central Public Procurement Portal;

4.7. The bidders shall have a valid digital signature certificate for participation in the online tender. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse. The cost of digital signatures, if any, will be borne by respective tenderer;

4.8. Prospective bidders are accordingly advised to go through instructions provided at Central Public Procurement Portal;

4.9. The original **Earnest Money Deposit (EMD)** of Rs. 6,000/- 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 & tender fee for supply of natural potted plants in MEA office at Akbar Bhawan, New Delhi - 2021*”, **on or before the closing date and time of e-submission of online bids** to Administrative Officer, Office Allotment Section, Room No. 4007, Jawharlal Nehru Bhawan, 23-D, Janpath, New Delhi-110011. Failing which the bids will not be considered.

5. **Financial Bid:-** The bidder must submit their financial bid in the prescribed format (BOQ1.XXXX) – specified at Annexure B 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 unit for each item in both figures and words (without 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 make supplies later.

## 6. Critical Dates:-

<b>Important Dates</b>		
<b>1.</b>	Published Date	<b>07.07.2021</b>
<b>2.</b>	Bid Document Download Start Date	<b>07.07.2021</b>
<b>3.</b>	Clarification Start Date	<b>08.07.2021</b>
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<b>8.</b>	Date of Technical Bid Opening (online)	<b>30.07.2021 (03:00 PM)</b>

**7. Extension of last date at the Discretion of the Ministry:-** The 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, if any in this regard, will be published on the Ministry of External Affairs' website: [www.mea.gov.in](http://www.mea.gov.in) and Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app>.

**8. Opening of Technical Bid & Financial Bid:-**

8.1. Online bids (complete in all respect) received along with demand draft of EMD will be opened as per stipulated time and date indicated in para 6 of the tender document in presence of bidders representative at Room No.4007 A-Wing, Jawaharlal Nehru Bhawan, 23-D Janpath, New Delhi-110011. Bid received without EMD will be rejected straightaway.

8.2. A duly constituted committee will evaluate eligibility criteria of bidders.

8.3. Financial bid of only those bidders, whose bids are declared eligible by the committee, will be evaluated.

8.4. 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;

8.5. 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);

8.6. The representatives of the bidders willing to attend tender opening process will have to submit a letter of authorisation to this effect;

8.7. In case the date of opening of tender is declared a holiday for unexpected reasons, the tender shall be opened at the same time on the next working day;

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

**9. Validity of Bid:-** The bids shall be valid for a period of four months from the date of opening of bids. A bid for a shorter period of validity shall stand rejected;

**10. Validity of Contract:**

10.1. Rates should be valid for one year from the date of signing of the agreement. Rates / prices should remain fixed during the entire period of the contract. i. e. one year and shall not be subject to variation on any account. However, in case of fall in prices, the benefit shall be passed on to the Ministry. 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.

10.2. The Annual Rate Contract (ARC) shall initially be for a period of one year. However, the ARC may be extended for a further period of two years (total 3 years from initial date of contract); one year at a time with mutual agreement on the same rate, terms and conditions, if the services of the contractor are found satisfactory.

**11. Non transferability:-** This tender is non transferable. The incomplete and conditional tenders will be summarily rejected;

**12. 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;

**13. Basis of awarding the contract:-**

13.1. The contract shall be awarded on the basis of the lowest aggregate quote for items mentioned in the financial bid.

13.2. During the period, no request for increase in quoted rates shall be accepted under any circumstances;

**14. Purchasers Rights:-**

14.1. Ministry reserves the right to accept/reject any or all the Bids in whole or in part and annul the bidding process without assigning any reason whatsoever;

14.2. Ministry reserves the right to relax/withdraw any of the terms and conditions mentioned in the Tender Document so as to overcome any problem encountered during the selection of the bidders and also during the course of the execution of the contract;

14.3. Ministry reserves the right to black list a bidder for a suitable period in case the firm fails to honor its bid without sufficient grounds;

14.4. If a firm after award of the contract violates any of the terms and conditions, it shall be blacklisted and its EMD/performance guarantee shall be forfeited;

14.5. An indicative list of items, with their particulars and detailed specifications, with anticipated annual requirement to be supplied under the proposed Annual Rate Contract is provided in **Annexure III** of the Tender Document;

14.6. It shall in no way be binding on the Ministry to purchase the number of quantities as indicated in Para 25 of the Tender Document. The actual quantities that may be procured by the Ministry may vary as per requirement at that point of time.

**15. Delivery & Penalty for delayed services:-**

15.1. The successful bidder should be able to start providing natural potted plants within one week from the date of issue of letter of awarding the work.

15.2. The contractor shall be liable to pay penalty of 5 percent of monthly bill in addition to deducting the amount for the particular day in case he/she fails to provide natural potted plants on designated days in Akbar Bhawan. To avoid the penalty, Office Allotment Section should be intimated at least one week in advance that he/she will not be able to provide the natural potted plants.

## 16. Mode of Payment:-

16.1. The concerned department of the Ministry will appoint a designated official who would be responsible for certifying the satisfactory performance of the contractor.

16.2. Initial processing of the monthly bills would be done by the aforementioned official which will include certifying the bills/challans submitted by the contractor. Payment will be made on a monthly basis after successful execution of work and the supplies actually made, duly certified by the Competent authority in the Ministry.

16.3. No advance payment will be made in any case.

## 17. Earnest Money Deposit(EMD) & Tender Fee:

17.1. *The scanned copy of Earnest Money Deposit (EMD) for a value of **Rs.6,000/-** should accompany the Technical Bid in the form of Demand Draft drawn in favour of ‘**Pay and Accounts Officer, MEA**’ payable at New Delhi shall be e-submitted as .pdf file along with Cover 1 (technical bid).*

17.2. The original **Earnest Money Deposit (EMD) of Rs. 6,000/-** 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 & tender fee for supply of natural potted plants in MEA office at Akbar Bhawan, 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: [aostt@mea.gov.in](mailto:aostt@mea.gov.in), failing which the bids will not be considered.

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

17.4. The submission of EMD is compulsory for all the Bidders, failing which bid may be rejected, except Micro and Small Enterprises (MSEs) as defined in the MSE procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department (**The bidders will have to submit ink-signed certificate of such document for verification of their authenticity as and when required**).

17.5. 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.

17.6. The EMD of the successful bidder(s) will be returned on receipt of Performance Security Deposit.

17.7. EMD of a bidder will be forfeited, if the bidder withdraws or amend its bid or impairs or derogates from the tender in any respect within the period of validity of its tender.

## 18. Performance Security Deposit (PSD):

18.1. PSD @ 3% 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.



18.2. PSD shall be in the form of Demand Draft / Pay order payable to Pay and Accounts Officer, MEA, New Delhi / Deposit receipt from a Nationalized Bank / Bank Guarantee from a Nationalized Bank in the form given at Annexure-IV.

18.3. The PSD should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty/guarantee obligation, if any. EMD shall be refunded to the successful bidder on receipt of performance security.

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

## **19. Amendment of Bidding Document:**

19.1. At any time prior to the deadline for e-submission of bids, the Ministry may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the bid document;

19.2. Any amendment in the bidding document, at any time prior to the deadline for e-submission of bids, shall be uploaded as “corrigendum” on <http://eprocure.gov.in/eprocure/app> and [www.mea.gov.in](http://www.mea.gov.in). Such amendments/ modifications shall be binding on all the prospective bidders;

19.3. Ministry at its discretion may extend the deadline for the e-submission of bids if the bid document undergoes changes during the bidding period, in order to give prospective bidders time to take into the consideration the amendments while preparing their bids;

19.4. The Ministry reserves the right to amend or withdraw any of the terms and conditions contained in the tender document or to reject any or all the tenders in whole or in part without giving any notice or assigning any reason.

19.5. Further Addendum/Corrigendum if any will be uploaded onto website of MEA only besides the CPP portal. The decision of Ministry, in this regard, shall be final and binding on all.

## **20. Corrupt or Fraudulent Practices:**

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

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

20.3. 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.

## **21. Force Majeure:**

21.1. 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.

21.2. 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.

## **22. Settlement of Disputes and Arbitration:**

22.1. All disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration by an arbitrator mutually agreed upon by the parties or under the provisions of Arbitration and Conciliation Act, 1996.

22.2. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be entitled to extend the time of arbitration proceedings with the consent of the parties.

22.3. No part of the agreement shall be suspended on the ground of pending arbitration proceedings.

22.4. The decision of the sole arbitrator shall be final and binding on the parties.

**23. Governing Laws and Disputes:** This shall be construed and governed by the Laws of the India and the parties hereby submit to the exclusive jurisdiction of the Delhi Courts of Law.

## **24. Others terms and conditions:**

24.1. Contractor will be owner of plants and plants will be arranged and maintained on rental basis. All potted plants shall be healthy and free of disease and pest attack.

24.2. 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 order shall be terminated forthwith without any notice and Performance Security Deposit shall be forfeited.

24.3. The bidders shall be bound by the details furnished to MEA, 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.

24.4. The contractor shall be subject to periodical review of satisfactory service and shall be terminated by giving a one month notice for unsatisfactory service or for any other reasons to be communicated to the contractor. The decision of Head of Department of Ministry shall be final and binding in respect of termination of contract.

24.5. The Contractor shall be fully responsible for fulfilling all formalities for issue of Entry passes for all workers and to comply with all requirements by any respective authority.

24.6. The period of contract will be for a period of one year unless terminated by either party. Thereafter the contract may be extended further by MEA for two years, one year at a time, if the performance of the contractor proves to be satisfactory. However MEA will have the right to review or cancel the contract at any stage of execution with 30 days of advance notice in writing.

24.7. Payment will be made on monthly basis on producing actual bills.

## 25. Scope of work:

25.1. Varieties of potted plants shall be selected from the list of plants placed at Annexure III. The Contractor has to arrange plants from the list indicated by the Ministry.

25.2. The following work associated with supply of potted plants is to be carried out by the contractor:

1. The work would entail **supply of approximately 150 natural potted plants** on rent at Akbar Bhawan as per requirement indicated by the Ministry from the variety of plants mentioned at Annexure III.
2. Potted healthy plants to be supplied in earthen/plastic pots, *preferably of good quality and of size 20cm x20cm*, with bowls.
3. Plants shall be washed and have clean disease free leaves. The work related to watering of plants, pruning and trimming to provide a pleasing shape, fertilizing to ensure strong healthy growth and treatment for insect and disease control to be undertaken by the contractor atleast thrice a week.
4. Every three month all plants shall be re-arranged with new varieties (from Annexure-III list only) as per client choice. However if client agrees, same varieties may be continued.
5. Plant should be supervised for cleaning by the contractor once a week.
6. Plants which go dry to be replaced as and when required.
7. The plants damaged due to negligence on part of the contractor or the men engaged by him shall be replaced immediately
8. The display site shall be left in a clean and safe condition with all debris associated with plants being removed. Contractor has to ensure the cleanliness of the site before and after the display and no permanent discoloration of the floor remains.
9. Client may provide open land for maintaining buffer stock at site by the contractor has to arrange all necessary set-up i.e. site clearance, leveling, shade house, water, security etc.
10. If in future the requirement increases, the supply of more plants shall be made in approved rate only.
11. MEA will not pay any extra charges for transportation of plants or replacement or rejection. The rates will be inclusive of handling and transportation charges etc. and nothing extra shall be paid to the contractor.
12. The contractor shall have no right to claim any cost/damage/loss due to theft, fire, etc.
13. The plants shall be inspected by designated MEA official/consultant in respect of quality and variety. The decision of the same official/consultant will be binding in regard of the acceptance or rejection shall be final and binding on the contractor.
14. Contractor to maintain work instruction book and plants movement registers at site.

25.3. The tender pricing should be complete, itemised with supply of potted natural plants at the site with all other material including pot/vase/container(supplied initially & replacement, as and when required), bowls, necessary watering equipment etc.

**26.** The bidders should visit the site before bidding to apprise themselves of the exact requirements relating to the scope of the work. The visit to site will be on 16.07.2021 coordinated by AO(OA.), Room No. 4007, Fourth Floor, A-Block, Jawaharlal Nehru Bhawan, 23D, Janpath, New Delhi-110011, Phone No.011-49015114.

Panna Lal Saini  
Administrative Officer (Office Allotment)  
Room No. 4007, A-Block,  
Fourth Floor, 23D, Janpath,  
New Delhi-110011  
Phone No. 011-49015114

**Annexure-A**

<b>Cover 1 - (Technical Bid)</b> (Following documents to be uploaded online in <b>.pdf</b> format)		
<b>Sl. No.</b>	<b>Document</b>	<b>File Type</b>
<b>1.</b>	EMD of Rupees Ten thousand (Rs. 6,000/-) only (scanned and certified copy of the Bank instrument)	.pdf
<b>2.</b>	Particulars and contact details of the bidder (Annexure-I)	.pdf
<b>3.</b>	Registration and incorporation of particulars of the bidder indicating legal status such as company, partnership/ proprietorship concern, etc. (Pl. attach copies of the relevant documents/ certificates).	.pdf
<b>4.</b>	Documentary proof of experience.	.pdf
<b>5.</b>	Registration details of the bidder (Please attach copies of the relevant documents/certificates): 1. GST Registration Number 2. Permanent Account No. (PAN)	.pdf
<b>6.</b>	Copies of Income Tax Return filed for the last three years (2018-19, 2019-20 and 2020-21) and audited balance sheets for the same period.	.pdf
<b>7.</b>	Tender document signed & stamped on all pages as a token of having accepted the terms and conditions.	
<b>8.</b>	Brief profile of the company along with any other information, Undertaking (Annexure-II)	.pdf

**ANNEXURE-B**

**FINANCIAL BID**

(In sealed Cover-II superscribed "Financial Bid")

<b>Sl.No.</b>	<b>Description</b>	<b>Unit</b>	<b>Rate (INR) with earthen pot including GST</b>	<b>Rate (INR) with plastic pot including GST</b>
1.	Aerocaria (Norfolk Island Pine)	1 Nos.		
2.	Anthodium Foliage	1 Nos.		
3.	Philodebdron (Heart leaf)	1 Nos.		
4.	Dracaena (Dragon plant)	1 Nos.		
5.	Aerocaria Palm	1 Nos.		
6.	Birds' Nest Fern	1 Nos.		
7.	Money Plant	1 Nos.		
8.	Peace Lily	1 Nos.		
9.	Aeglonima (all variety)	1 Nos.		
10.	Chamaedorea sp.	1 Nos.		
11.	Chrysalidocarpus	1 Nos.		
12.	Dieffenbachia	1 Nos.		
13.	Dracaena	1 Nos.		
14.	Nolina recurveta	1 Nos.		
15.	Phylo dendron	1 Nos.		
16.	Raphis	1 Nos.		
17.	Schefflera	1 Nos.		
18.	Schefflera variegated	1 Nos.		

Rupees in Words:

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)

**ANNEXURE-I**

	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.	TIN/Service Tax Number (Enclose copy of TIN/service Tax no.)	
06.	Details of past experience in the same trade (please enclose copies of orders received from hotel/institutions and Govt./Semi Govt. Organisations.	
07.	Tender Fee Rs.1000/- paid vide.	

**Annexure-II**

**UNDERTAKING**

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the tender document and undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest quoted for any other supplier in India.
3. The Earnest Money of Rs. \_\_\_\_\_, to be deposited by me has been enclosed herewith vide Demand Draft no. \_\_\_\_\_, Dated \_\_\_\_\_, drawn on bank \_\_\_\_\_  
\_\_\_\_\_, Branch \_\_\_\_\_.
4. I hereby undertake to supply the items as per directions given in the tender document / Rate Contract within stipulated period.
5. I/We give the right to the Ministry to forfeit the Earnest Money Deposited by me/us if any delay occurs on my/agent's part in failing to supply the items within the appointed time or of desired quality.
6. There is no vigilance/CBI case or court case pending against the firm.

Dated: .....

Place: .....

Name & Address of Firm

Authorized Signature & Seal of the Firm



**Annexure-III**

The following is the list of varieties and size of plants which are to be supplied to MEA offices in Akbar Bhawan:-

<b>Sl.No.</b>	<b>Name of Flower</b>	<b>Minimum size of natural plants</b>
01	Aerocaria (Norfolk Island Pine)	12”
02	Anthodium Foliage	12”
03	Philodebdron (Heart leaf)	12”
04	Dracaena (Dragon plant)	12”
05	Aerocaria Palm	12”
06	Birds’ Nest Fern	12”
07	Money Plant	12”
08	Peace Lily	12”
09	Aeglonima (all variety)	12”
10	Chamaedorea sp.	12”
11	Chrysalidocarpus	12”
12	Dieffenbachia	12”
13	Dracaena	12”
14	Nolina recurveta	12”
15	Phylo dendron	12”
16	Raphis	12”
17	Schefflera	12”
18	Schefflera variegated	12”

(Signature with stamp of Tenderer)

## Annexure-IV

### Performance Security Bond Form

In consideration of the Ministry of External Affairs (MEA) (hereinafter called 'the Ministry') having agreed to exempt \_\_\_\_\_(hereinafter called 'the said Contractor(s)') from the demand, under the terms and conditions of agreement No. \_\_\_\_\_dated \_\_\_\_\_made between MEA \_\_\_\_\_ and M/s \_\_\_\_\_ for **supply of natural potted plants in MEA offices at Akbar Bhawan, New Delhi** (hereinafter called 'the said Agreement') of performance security for due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on Production of a bank guarantee for Rs.\_\_\_\_\_/-, we, (Name of the Bank) \_\_\_\_\_ (hereinafter referred to as 'the Bank') at the request of M/s \_\_\_\_\_ contractor (s) do hereby undertake to pay to the Ministry an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the Ministry by reason of any breach by the said Contractor(S) of any of the terms or conditions contained 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 for 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 there under and the said contractor (s) shall have not claim against us for making 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 and 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) or by any such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effect of so relieving us.

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 twenty one only.

For -----

(Indicate the name of the Bank)

Witnesses:-

1.

2.

\*\*\*\*\*

## **Annexure - V**

### **Instruction to bidders**

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

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

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

#### **REGISTRATION:**

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

#### **SEARCHING FOR TENDER DOCUMENTS:**

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk

## **PREPARATION OF BIDS:**

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

2 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## **SUBMISSION OF BIDS:**

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

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

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

4. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the 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. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

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

9. Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

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

#### **ASSISTANCE TO BIDDERS:**

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4001 002, 0120-4001 005 & 0120-6277 787. International bidders are requested to prefix +91 as country code.

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**DRAFT SERVICE AGREEMENT FOR SUPPLY OF NATURAL POTTED PLANTS TO OFFICES OF MINISTRY OF EXTERNAL AFFAIRS LOCATED ON 9<sup>th</sup> AND 10<sup>th</sup> FLOOR OF AKBAR BHAWAN, CHANAKYAPURI, NEW DELHI.**

This Agreement is made at New Delhi on \_\_\_\_\_ this day of \_\_\_\_\_ 2021.

BETWEEN

The President of India, acting through Under Secretary (Establishment), Ministry of External Affairs, Government of India (hereinafter referred to as "Ministry"), having its office at Jawaharlal Nehru Bhawan (JNB), 23-D, Janpath, New Delhi-110011

AND

\_\_\_\_\_ a proprietorship firm having its 'registered office at \_\_\_\_\_ acting through its proprietor \_\_\_\_\_, who is duly authorized to sign and execute this Agreement on behalf of the proprietorship firm (hereinafter referred to as 'Service Provider', which expression shall include its successors, assigns and legal representatives); hereinafter collectively referred to as 'the Parties'.

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 Service Provider and the Ministry. In performance of its agreed tasks as per terms and conditions of the contract, the Service Provider shall at all times act as an agency independent of the Ministry. The contract does not in any way create a relationship of a principal and an agent between the Ministry and the Service Provider. The Service Provider shall not act or attempt or represent itself as an agent of the Ministry.

Under no circumstances the employees of the Service Provider can claim to be the employees of the Ministry nor shall such relationship be considered to exist. The employees of the Service Provider shall have no claims whatsoever against the Ministry of a monetary or non-monetary nature or any other claim including, but not limited to, the claim for permanency in employment of the Ministry. The personnel appointed at the site shall work under supervision, direction & control of the Service Provider for carrying out activities agreed upon in terms of the Agreement. However, Service Provider shall be accountable to Ministry for any Complaint(s), for providing the requisite satisfactory services as per Agreement, at the site.

Service Provider is required to supply of natural potted plants to offices of Ministry of External Affairs located on 9<sup>th</sup> and 10<sup>th</sup> floor of Akbar Bhawan, Chanakyapuri, New Delhi - 110021.

## 1. SCOPE OF WORK

The Agreement shall apply to all services as defined in this Agreement.

1.1 Varieties of potted plants shall be selected by the Ministry from the list of plants as per attached Financial Bid. The Contractor has to arrange plants as indicated by the Ministry.

1.2 The following work associated with supply of potted plants is to be carried out by the contractor:-

- i. The work would entail **supply of approximately 150 natural potted plants** on rent at Akbar Bhawan as per requirement indicated by the Ministry from the variety of plants mentioned in attached Financial Bid.
- ii. Potted healthy plants to be supplied in earthen/plastic pots, pots, *preferably of good quality and of size 20cm x20cm*, with bowls.



- iii. Plants shall be washed and have clean disease free leaves. The work related to watering of plants, pruning and trimming to provide a pleasing shape, fertilizing to ensure strong healthy growth and treatment for insect and disease control to be undertaken by the contractor atleast thrice a week.
- iv. Every three month all plants shall be re-arranged with new varieties (from attached Financial Bid) as per client choice. However if client agrees, some varieties may be continued.
- v. Plant should be supervised for cleaning by the contractor once a week.
- vi. Plants which go dry to be replaced as and when required.
- vii. The plants damaged due to negligence on part of the contractor or the men engaged by him shall be replaced immediately.
- viii. The display site shall be left in a clean and safe condition with all debris associated with plants being removed. Contractor has to ensure the cleanliness of the site before and after the display and no permanent discoloration of the floor remains.
- ix. Client may provide open land for maintaining buffer stock at site by the contractor who shall arrange all necessary set-up i.e. site clearance, leveling, shade house, water, security etc.
- x. If in future the requirement increases, the supply of more plants shall be made in approved rate only.
- xi. MEA will not pay any extra charges for transportation of plants or replacement or rejection. The rates will be inclusive of handling and transportation charges etc. and nothing extra shall be paid to the contractor.
- xii. The contractor shall have no right to claim any cost/damage/loss due to theft, fire, etc.
- xiii. The plants shall be inspected by designated MEA official/consultant in respect of quality and variety. The decision of the same official/consultant will be binding in regard of the acceptance or rejection shall be final and binding on the contractor.
- xiv. Contractor to maintain work instruction book and plants movement registers at site.

## **2. EXECUTION METHOD**

The Service Provider shall get the following documents approved by the Ministry for effective performance of tasks:-

1. Standard Operation Procedures for all Service Categories
2. Daily/Weekly/Monthly/Quarterly Maintenance Schedules

## **3. DURATION OF CONTRACT**

- The contract shall be initially valid for a period of one year with effect from \_\_\_\_\_ upto \_\_\_\_\_ which may be extended on year to year basis for a further period of two years (up to a maximum to total contract period of three years) on same rates and terms & conditions subject to satisfactory services provided by the vendor.

- In case of breach of contract or in the event of not fulfilling the minimum requirements / statutory requirements, the client shall have the right at any time to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of the office of the client.

#### **4. PRICES**

The amount of annual contract will be calculated as per the rate contract mentioned in the Financial Bid plus applicable taxes. The Prices submitted shall be firm for the entire contract period of one year. **The Financial bid shall form the integral part of the Agreement.**

#### **5. INCOME TAX DEDUCTION**

Income Tax may be deducted at source as per rules.

#### **6. PAYMENT OF STAMP DUTY**

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

#### **7. TERMS OF PAYMENT**

- Service Provider shall be paid on monthly basis for the services rendered in the preceding month. Billing cycle will be 1<sup>st</sup> of the month to the last day of the month. The Service Provider shall submit correct invoice in terms of quality and commercial aspects within 10 days of the succeeding month and payment shall be released within 30 days of submission of acceptable invoices. The Service Provider will submit copies of applicable taxes such as GST, etc., at the time of submitting monthly invoices.
- No price escalation, other than revision in the rate of GST shall be entertained by the Client during the period.
- All payments shall be made in Indian Currency by means of Electronic Clearance Service (ECS).
- The Client shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor.

## **8. PERFORMANCE / SERVICE GUARANTEE**

- 1 An amount of 3% of the tendered amount, i.e Rs.\_\_\_\_\_ has to be submitted by \_\_\_\_\_ before the commencement order is given and at the time of signing the final Agreement with the successful bidder and it shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the Service Provider.
- 2 This amount shall remain valid during the tenure of Agreement period. This Service Guarantee deposit money shall be refunded after **60 days** after the expiry of Agreement provided there is no breach of Agreement during the period of the contract.
- 3 No interest shall be paid on the Service Guarantee.

## **9. FORFEITURE OF PERFORMANCE / SERVICE GUARANTEE**

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

- The terms & conditions of the contract are breached
- When the Service Provider fails to comply with minimum service levels agreed upon in the contract.
- Failure of the Service Provider to comply with statutory requirements shall constitute Sufficient grounds for the annulment of the award and forfeiture of the Service Guarantee.

- 1 Notice of reasonable time shall be given in case of forfeiture of security deposit.

## **10. RELEASE OF PERFORMANCE / SERVICE GUARANTEE**

The Performance/Service guarantee shall be returned after successful completion of contract period provided there is no claim for liquidated damages from the Ministry.

## **11. GENERAL CONDITIONS**

- The Service Provider shall be bound to provide police verified staff, follow all labour rules and regulations applicable from time to time and that all the workers provided by them will have no employer-employee relations with the Ministry of External Affairs. The Service Provider would continue to be responsible for implementing all labour laws or compensation rules during the contract period.

- The Service Provider shall be bound to adhere to tender document published and incorporated in the contract agreement being signed with the Ministry.
- 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 Worker's Compensation policy.
- 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 GST along with monthly invoices.
- The Service Provider must know and follow their 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, with Identity Cards on display over their front pockets.
- The Service Provider must leave work areas in a clean, tidy and safe condition at the end of each working period.
- The Service Provider must provide consumables, tools and equipment based on applicable regulations/ codes/guidelines as per tender document.
- 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 or their sub-contractors must have valid identifications 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, damage, liabilities or expenses (including legal fees) that may be incurred arising out of the agreement or filed by the workers/employees of the Service Provider against loss

or damage caused and legal complications liabilities which may arise on account of failure of Service Provider to perform its obligations to observe the rules & regulations & 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 vide Registered mail/ speed Post/by hand / courier only at the address mentioned in this Agreement or the last address known to the parties.
- It is also agreed between the parties that this Agreement is the complete & final understanding between the parties and supersedes any previous written and/ or verbal/ oral agreement/ understanding.
- The Service Provider must employ qualified/competent and police verified personnel on site for the execution of the agreed tasks.
- If any of assigned work to the Service Provider is not found satisfactory, an amount of Rupees 300/- will be deducted as penalty for every major deficiency from the bill. However, the deduction should be from the outstanding bills of the Service Provider, to be applicable every month. The decision of Joint Secretary(Establishment) will be final in this respect.
- The Service Provider shall employ as his representatives, staff 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 anyway, associated with work.
- All rates and lump-sum amounts if any shall be firm throughout the duration of the Agreement 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 operational timings.
- 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 Agreement.
- 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 seek removal of any person deployed by the Service Provider without assigning any reason.

## **12. 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 through the appointment of a Sole arbitrator in accordance with the ICADR Arbitration Rules, 1996. The authority to appoint the arbitrators shall be the International Centre for Alternative Dispute Resolution. The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Arbitration Rules 1996. The seat of arbitration proceedings shall be New Delhi. The language of the arbitration proceedings shall be English.

## **13. AMENDMENTS TO THE CONTRACT**

This Agreement may be amended or modified with consent of both parties in writing signed by the duly authorized representatives of the respective parties. No variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the parties i.e. the Service Provider and Ministry.

## **14. FORCE MAJEURE**

- Notwithstanding the provisions of contract, the Service provider shall not be liable for forfeiture of its performance security, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Agreement 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 of negligence and unforeseeable events. Such events may include but are not restricted to acts of the Ministry either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- If a Force Majeure situation arises, the 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 Agreement as far as is reasonably practical and shall seek all reasonable alternative means not prevented by the Force Majeure event.

## **15. TERMINATION OF CONTRACT**

The Ministry may terminate this Agreement, 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 Agreement, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Ministry's convenience, the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective.

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 the Agreement and constitute its integral part thereof. **The Financial and Technical bids submitted by the Service Provider shall form an integral part of the Agreement along with a copy of the letter of award of Contract (copy as annexure).**

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.

FOR

\_\_\_\_\_

\_\_\_\_\_

(Manoj Kumar Pujari)

PROPRIETOR,

Under Secretary (ESTABLISHMENT)

AUTHORISED SIGNATORY OF

MINISTRY OF EXTERNAL AFFAIRS

SERVICE PROVIDER

(for & on behalf of President of India)

**Stamp**

**Stamp**

**WITNESS**

**WITNESS**

\_\_\_\_\_

(Panna Lal Saini)

Designation:

Section Officer (OA)

Aadhaar:

Address: