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Government of India
Ministry of External Affairs
SPM Section Establishment Divisions
Jawaharlal Nehru Bhawan, 23-D Janpath,
New Delhi-110011, INDIA

**E-NOTICE INVITING TENDER FOR
EMPANELMENT OF SUPPLIERS OF WOOLLEN CARPETS**

Tender No: Q/SPM/8833/01/2022		DATED: 12.05.2022
<u>Important Dates</u>		
Published Date		12.05.2022
Bid Document Download Start Date		12.05.2022
Clarification Start Date		12.05.2022
Clarification End Date		27.05.2022
Bid Submission Start Date (online)		12.05.2022
Bid Submission End Date (online)		02.06.2022
Date of Technical Bid Opening (online)		03.06.2022

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

[Handwritten Signature]

E-NOTICE INVITING TENDER (NIT)

1. The Ministry of External Affairs is seeking online bids for Empanelment of Central and State government emporia/ PSUs/ Firms/ Companies/ Corporations/ Partnership firms including their Associates [Entities] based in India for supply of Indian wool and New Zealand wool carpets to Indian Missions/Posts abroad.
2. **The two bid system (Technical and Financial) shall be followed for this tender.** The bid (complete in all respect) 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.**
3. **Eligibility Criteria for Bidders:-**
 - a) The bidder shall have minimum three years of experience of supplying items covered under this tender in bulk to the Departments/Ministries/organisation of the Government of India/State Govt./Large Public Sector Undertakings, Five Star Hotels, Big Corporate Houses etc. (Valid proof has to be attached);
 - b) The bidder shall have minimum turnover of Rs. 1,00,00,000/- per annum or average of Rs.1,00,00,000/- per annum during last three years ending 31st March of the previous financial year. Attested copies of income tax returns of last three financial years must be submitted along with the technical bid;
 - c) The bidder shall not have been blacklisted by any of the Departments/Ministries/organisation of the Government of India. A duly signed undertaking to this effect must be submitted with the technical bid;
 - d) The bidder should possess valid GST registration. Attested copies of the same must be submitted with the technical bid;
 - e) Bidders must possess certification for Indian wool and New Zealand wool carpets.

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

- a) The bid (complete in all respect) shall be submitted online only at Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app>. **Offline bids will not be accepted under any circumstances.**
- b) The bids (complete in all respect) must be uploaded online as explained below:-

Cover 1 - (Technical Bid) (following documents to be uploaded online in .pdf format)		
Sl. No.	Document	File Type
1.	EMD of Rs. 2,00,000/- (Rs. Two Lakh only) (scanned copy) and Bank Details (certified copy).	.pdf
2.	Income Tax return and copy of balance sheet (including profit & loss account statement) for last three financial years.	.pdf
3.	GSTIN NO. along with registration certificate	.pdf
4.	Proof of minimum three years of experience of supplying of items covered under this tender in bulk to the Departments / Ministries / Organisations of the Govt of India / State Govt./Large Public Sector Undertakings, Five Star Hotels, Big Corporate Houses etc.	.pdf
5.	Undertaking that the bidder has not been blacklisted by	

	any Departments / Ministries / Organisations of the Govt of India / State Govt.	.pdf
6.	Registration and incorporation certificate of firm / Company	.pdf
7.	Compliance statement that bidder agrees to all terms and conditions of this tender document	.pdf
8.	Copy of PAN card	.pdf
9.	Undertaking that the quality, size, and material of carpets supplied by the bidder are in compliance with the specifications mentioned at Annexure II	.pdf
10.	Undertaking accepting ceiling rates as mentioned in Annexure II	
11.	Certification of genuineness of Indian wool and New Zealand wool carpets	.pdf
	(Financial Bid) (to be submitted in BOQ format online)	
Sl. No.	Document	File Type
1.	Financial bid as per Annexure I of this tender document	.xls

- c) Tenderer/Bidders are advised to follow the instructions provided in the 'Instruction to Tenderer' specified at **Annexure-IV** 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;
- d) Bidders not submitting any of the required documents online will be summarily rejected;
- e) Both technical and financial bid are to be submitted duly digitally signed on the Central Public Procurement Portal;
- f) The bidders shall have a valid digital signature certificate for participation in the online tender. The cost of digital signatures, if any, will be borne by respective bidder;
- g) Prospective bidders are accordingly advised to go through instructions provided at Central Public Procurement Portal;
- h) The original hard copy of **Earnest Money Deposit (EMD)** of **Rs. 2,00,000/-** (Rupees Two Lakh only) in the form of Demand Draft / Pay Order in favour of **"Pay & Accounts Officer, Ministry of External Affairs"** is also required to be submitted in a sealed envelope superscribed "Tender for empanelment of suppliers of woollen carpets", **on or before the closing date and time of e-submission of online bids** to Administrative Officer (SPM) , room No. : 4009 A-Wing, 4th Floor Jawaharlal 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 (BOQ.XXXX File) – specified at **Annexure I** 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 per sq ft. each item in both figures and words (without GST)]** 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:-** Given in page no. 1 of the Tender document
7. **Extension of last date at the Discretion of the Ministry:-** The Ministry may in its discretion extend the last date for 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 and Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app>
8. **Opening of Technical Bid & Financial Bid:-**
 - a) 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 para 6 of the tender document in presence of bidders' representative, if available, at Room No. 4009, A Wing, 4th Floor Jawaharlal Nehru Bhawan, 23-D Janpath, New Delhi-110011. **Bid received without EMD will be rejected straightaway;**
 - b) A duly constituted committee will evaluate eligibility criteria of bidders;
 - c) Financial bids of only those bidders, whose technical bids are declared eligible by the committee, will be evaluated;
 - d) 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;
 - e) After opening of technical bids, bidders will be informed of the date and time to bring along with them sample of Indian wool and New Zealand wool carpets having specifications (**listed in Annexure II**) to the Ministry;
 - f) The representatives of the bidders willing to attend tender opening process will have to submit a letter of authorisation to this effect;
 - g) In case the date of opening of tender is declared a holiday for unexpected reasons, the tender shall be opened same time on the next working day;
 - h) The bidders shall have a valid digital signature certificate for participation in the online tender. The cost of digital signatures, if any, will be borne by respective tenderer;
9. **Validity of Bid:-** The bids shall be valid for a period of four months from the last date of submission of bids. A bid for a shorter period of validity shall stand rejected.
10. **Bid Prices and period of their validity:**
 - a) 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 during the time the contract is effective. 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;
 - b) Ministry will empanel carpet supplier(s) who is required to sign an Agreement as specified in **Annexure VI** of this tender document. The Agreement shall initially be for one year. However, the Agreement may be extended for a further period of two years with mutual agreement on the same rate, terms and conditions, if the services of the supplier are satisfactory.
11. **Non transferability:-** This tender is non-transferable. 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:-**

- a) Tender Evaluation Committee (TEC) of the Ministry will evaluate first the technical bids and award scores as mentioned in **Annexure V**; financial bids of only the companies scoring minimum 70% in technical evaluation will be opened second to arrive at the weighted scores as follows. For the purpose of evaluation, the **technical** competence will have **70%** weightage and **financial** proposal **30 %** weightage under **Quality-Cum-Cost Based System (QCBS)**.
- b) The proposal with the lowest financial bid will be assigned score of 100 and other proposals will be weighted lower proportional to their bids. The total score, both technical and financial, will be obtained by weighing the quality and cost scores and adding them up. On the basis of the QCBS, the entities shall be ranked in terms of the total scores obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc.
- c) The proposals securing **the top five ranks** will be empanelled as Panel for supply of handmade woollen carpets to Indian Missions/Posts abroad. All the companies empanelled will have to give an undertaking to accept the overall lowest rates of the items/services mentioned in Annexure-I.
- d) The Ministry reserves the right to award the work to any of the empanelled company/companies and decision of the Ministry will be final while endeavouring to utilize the widest possible services from the empanelled suppliers.

14. **Purchasers Rights:-**

- a) 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;
- b) 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;
- c) Ministry reserves the right to black list a bidder for a suitable period in case the firm fails to honour its bid without sufficient grounds;
- d) If a firm after award of the contract violates any of the terms and conditions, it shall be blacklisted and its performance guarantee shall be forfeited;
- e) An indicative list of items, with their particulars and detailed specifications, to be supplied under the proposed Agreement is provided in **Annexure II** of the Tender Document;
- f) Terms and conditions specified at **Annexure-III** of the Tender Document shall be binding on the contractor;
- g) The actual quantities that may be purchased by the Ministry may vary in each case;

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

I. **Mode of Despatch:**

- a) Delivery of carpets is to be made at the following address:-
SPM Store
Room No. B0116, Basement,

Jawaharlal Nehru Bhawan, Ministry of External Affairs,
23-D, Janpath, New Delhi-110011.
Tel.: 011-23085118
E-mail: aosp@mea.gov.in

- b) Prior notice is to be given to SPM Section about the date and time of delivery so that proper arrangements are put in place for inspection of the carpets by the Ministry. Ministry may, from time to time, arrange for inspection of carpets by independent professionals to ascertain the quality of carpets. In case carpets do not meet the laid down standards, the supplier may be disqualified and excluded from Ministry's panel of suppliers.
- c) Delivery of standard size carpets (refer Annexure II) should be made as early as possible but not later than 10 days from the date of issue of the orders. Delivery of odd & large size carpets (refer Annexure II) should be made as early as possible but not later than 3 months from the date of issue of the orders. No separate transportation charges shall be payable on this account.

II. **Liquidated damages – Liability for Delay:**

In the event of the contractor's (successful bidder) failure to have the items ready for delivery by the date/dates specified in the contract, the purchaser (Ministry of External Affairs) may at their discretion withhold any payments until the whole of the items have been supplied and the purchaser may deduct or recover from the contractor as liquidated damages and not by way of penalty, a sum of half percent (1/2%) of the contract price of the undelivered items for each and every week or part of a week up to a maximum of ten percent (10%) of the contract price. But if the contractor during the course of execution of the contract at any stage anticipates a delay in supplies beyond the agreed delivery schedule, the contractor would promptly notify the purchaser, who may admit as reasonable ground for further time and grant an extension to the delivery schedule by issue of an amendment to the contract.

16. **Genuineness of the supplies :-**

- a) Carpets should not only fulfil the standard specifications prescribed by the Ministry but also be made as per the designs, colours and sizes specified in the purchase order of the Ministry. In case of non-conformity, the item shall have to be immediately replaced with a new one;
- b) The supply shall be completed within the delivery time as per Terms & Conditions of the Tender Document from the date of placement of Purchase Order;

17. **Mode of Payment:**

- a) Payment against bill/Invoice shall be released only after execution of the supply order and the quality of the items are found to the satisfaction of MEA;
- b) The invoice is to be submitted to SPM Section for onward transmission to the Mission/Post concerned for payment by way of SBI cheque and it may take 60 days to receive the cheque after submission of invoice.
- c) No advance payment will be made in any case.

18. **Earnest Money Deposit(EMD):-**

- a) The scanned copy of Earnest Money Deposit (EMD) for a value of **Rs. 2,00,000/--(Rs. Two Lakh Only)** should accompany the Technical Bid in the form of Demand Draft/ Pay Order drawn in favour of '**Pay and Accounts Officer, Ministry of External Affairs**' payable at New Delhi shall be e-submitted as .pdf file along with technical bid.
- b) The original hard copy of **Earnest Money Deposit (EMD) of Rs. 2,00,000/-(Rs. Two Lakh Only)** in the form of Demand Draft/ Pay Order in favour of "**Pay &**

Accounts Officer, Ministry of External Affairs” is also required to be submitted in a sealed envelope superscribed “Tender for empanelment of suppliers of woollen carpets”, **on or before the closing date and time** of e-submission of online bids to Administrative Officer (SPM) , room No. : 4009 A-Wing, Fourth Floor Jawaharlal Nehru Bhawan, 23-D Janpath, New Delhi-110011 failing which the bids will not be considered.

- c) Tender received without EMD or EMD for lesser amount will be summarily rejected.
- d) The submission of EMD is compulsory for all the Bidders and no exemption will be granted for submission of EMD in any case except where bidder(s), if any, intends to seek exemption from furnishing EMD submits proof of relevant documents authorising the same. **The bidders will have to submit ink-signed certificate of such document for verification of their authenticity as and when required.**
- e) 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.
- f) The EMD of the successful bidder(s) will be returned on receipt of Performance Guarantee.
- g) **EMD of a tenderer will be forfeited, if the tenderer withdraws or amend its tender or impairs or derogates from the tender in any respect within the period of validity of its tender.**

19. Performance Bank Guarantee (PBG):-

- a) Successful Bidder/Contractors will be required to submit a performance bank guarantee of 3% of the actual contract value, prior to or at the time of delivery of goods;
- b) Bank guarantee shall be made in favour of Pay & Accounts Officer, Ministry of External Affairs, New Delhi;
- c) Bank guarantee shall be valid for a period of sixty days beyond the completion of the contract period;
- d) If successful bidder(s) fails to furnish the required bank guarantee within the specified period, EMD will be forfeited and the bidder will be barred from participating in future tenders of the Ministry.

20. Amendment of Bidding Document:-

- a) 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;
- b) 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. Such amendments/ modifications shall be binding on all the prospective bidders;
- c) 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;
- d) 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;
- e) Further Addendum/Corrigendum if any will be uploaded onto the website of MEA & CPP portal only. The decision of Ministry, in this regard, shall be final and binding on all.

21. Corrupt or Fraudulent Practices:-

- a) It is expected that the bidders who wish to bid for this tender have highest standards of ethics;
- b) Ministry shall reject the bid if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract;
- c) Ministry may declare a bidder ineligible, either indefinitely or for a stated duration, if it at any time determines that the bidder has engaged in corrupt and fraudulent practices during the execution of contract.

22. Force Majeure:-

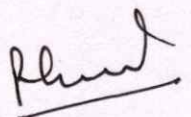
Each contracting party shall be excused for the non-performance of any of his contractual duties or obligations if and to the extent to which such non-performance is caused by the supervision of *force majeure* PROVIDED that the party whose performance is so affected immediately and in writing notifies, the other of the disasters or other acts of God, war, civil commotion, strikes, sabotage, explosions, epidemics, quarantine restrictions and such other occurrences beyond the control of either party.

23. Settlement of Disputes and Arbitration:-

If any dispute arises out of Contract with successful bidder with regard to the interpretation, meaning and breach of the terms of the Contract, the matter shall be resolved in accordance with ICADR Arbitration Rules, 1996. The seat of arbitration shall be New Delhi and the language shall be English.

24. Governing Laws and Disputes:-

All disputes shall be construed and governed by the Laws of India and the parties hereby submit to the exclusive jurisdiction of the Courts of Law of Delhi.



(Prem Chand)
Under Secretary (SP)
Ministry of External Affairs,
4017, 'A' Wing, Fourth Floor
Jawaharlal Nehru Bhawan,
23-D, Janpath, New Delhi – 110011
Tel: 011-23085118
E-Mail: ussp@mea.gov.in

Annexure I
Financial Bid

The table below given is only for reference purpose.
Bid to be submitted online in prescribed BOQ.XXXX format
Along with the Tender document

Tender Inviting Authority: SPM Section (Establishment Division), Ministry of External Affairs, Govt. of India						
Name of Work: Supply of woolen carpets to Indian Missions/ Posts abroad.						
Contract No: Q/SPM/8833/01/2022						
Bidder Name :						
PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
Sl. No.	Item Description	BASIC RATE Per Sq. ft. In Figures (INR) [To be entered by the Bidder]	GST amount in % [To be entered by the Bidder]	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT With Taxes	TOTAL AMOUNT With Taxes (In Words)
1	Indian Wool Carpets					
1.1	Standard sized			0.00	0.00	INR Zero Only
1.2	Odd and large sized			0.00	0.00	INR Zero Only
2	New Zealand Wool Carpets					
2.1	Standard sized			0.00	0.00	INR Zero Only
2.2	Odd and large sized			0.00	0.00	INR Zero Only
	Total in Figures					
	Quoted Rate in Words					

Annexure -II

As per Ministry's circular No. Q/SP-II/8831/01/2012 dated 22.05.2014 on the subject of **Provision of carpets at Government cost for the Chancery and residences of entitled India-based officers serving in Indian Missions/Posts abroad** the ceiling rates for supply of woollen carpets for the residences of officers as well as their offices, according to the scale of carpets prescribed by the Ministry are as per details mentioned below:

A.

Quality of Carpets	Size of carpets	Ceiling rates per sq. ft.
Hand-knotted carpet: made of New Zealand wool with not less than 144 knots per sq. inch	Standard Sizes	Rs. 1200/-
	Odd and Large sizes	Rs. 1400/-

B.

Quality of Carpets	Size of carpets	Ceiling rates per sq. ft.
Hand-knotted carpet: made of Indian wool with not less than 144 knots per sq. inch	Standard Sizes	Rs. 940/-
	Odd and Large sizes	Rs. 1175/-

2. **Standard Size Carpets** includes sizes viz. 5'x3', 6'x4', 8'x5', 9'x6', 11'x8', 12'x9' etc. and all carpets which are readily available with the supplier which can be procured in about a month's time *irrespective of their size*.

Odd and Large Size: means "Made to Order" carpets which may take a minimum of 3 to 6 months from placement of confirmed order and requires extra efforts on the part of supplier.

3. **Quality of carpets and Workmanship** – As per the norms laid down by the Ministry, the life span of a New Zealand wool carpet has been prescribed to be 20 to 25 years and that of Indian wool to be 15 years. Keeping the life span of carpets, all suppliers are requested to take utmost care to ensure that the carpets not only fulfil the standard specifications prescribed by the Ministry but are also made as per the designs, colours and sizes specified in the purchase order of the Ministry.

Annexure – III

Ministry of External Affairs SPM Section

Terms & Conditions of the Contract

1. **Prices:** As mentioned in **Annexure-I.**
2. **Specifications:** As mentioned in **Annexure-II.**
3. **Sales Tax/Excise Duty/Custom Duty/GST:** As applicable.
4. **Process of selection of carpets:** All concerned suppliers/emporium are required to maintain a separate link on their website/e-catalogue having scanned copies of photographs of carpets. Details of link/e-catalogue are to be provided to SPM Section for dissemination to all Missions/Posts abroad. This link/e-catalogue is to be updated on a regular basis to enable Missions/Posts to access diverse designs and different sources during the selection process.
5. **Disqualification** – Ministry will reserve the right to reject any carpet which falls short of the specifications prescribed by the Ministry. A supplier/Emporium would be liable to be excluded from the panel of the Ministry if it comes to the notice of the Ministry that it or any of its constituents has:
 - Made misleading or false presentation at any stage in the selection process and attachments submitted; or
 - Records of poor performance such as inordinate delay in supply, inability in meeting the prescribed specification of the Ministry; or
 - Any other shortcoming leading to rescinding of contract.

Annexure IV

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 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.

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 filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
6. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's 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 (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.

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.

CONTRACT WITH THE BIDDER

1. Successful bidder/ -s shall enter into a contract in the format provided in Annexure-VI.

Annexure - V

Technical Bids will be evaluated on the basis of following criteria for empanelment of suppliers of handmade wool carpets with the corresponding marks allocated (Qualifying marks: 70):

Sl. No.	Parameter	Maximum Marks	Remarks
1.	Knots per sq. inch	25	As per the norms laid down by the Ministry, hand-knotted carpets made of Indian wool and New Zealand wool with not less than 144 knots per sq. inch are admissible. Higher knots per sq. inch indicates better quality carpet.
2.	Manufacturer Warranty	25	As per the norms laid down by the Ministry, the life span of a New Zealand wool carpet has been prescribed to be 20 to 25 years and that of Indian wool to be 15 years. So, in case of Indian wool carpets, 15 years warranty = Full marks New Zealand wool carpets, 25 years warranty = Full marks
3.	Versatility of available carpet-designs	15	Availability of different designs reflecting Indian culture should be preferred.
4.	Warehouse/ showroom	10	Bidder should have a warehouse/ showroom where a sufficient stock of readily-available carpets is maintained.
5.	In-house production facility	10	Bidder should have its own production units.
6.	Experience/ notable clients	10	Supply experience to Govt/ State govt./ other reputed clients is desirable.
7.	ISO Certification or professional awards from reputed Associations	05	
	Total score	100	

Annexure – VI

CONTRACT/ AGREEMENT

for

**Empanelment of Suppliers of Woollen Carpets To Indian Missions/Posts
Abroad (Supplier)**

Q/SPM/8833/01/2022

**GOVERNMENT OF INDIA
Ministry of External Affairs
(Establishment Division)**

Jawaharlal Nehru Bhawan, 23D, Janpath, New Delhi – 110011 (Purchaser/ MEA)

New Delhi, xx.xx.2022

(Supplier name & address)

Dear sir/madam,

I am directed to refer to your e-tender bid in response to this Ministry's e-Tender Id _____ dated _____ and to say that the President of India is pleased to accept the rates for the items specified in **Annexure I** on the terms and conditions specified in this Contract. The Contract and Annexure I shall be the sole repository of the transaction.

2. **Prices:** As indicated in **Annexure I** of the tender document. No separate transportation charges shall be payable.

3. **Period covered by the Contract:**

- a) The Contract shall remain in force for a period of one year from _____ to _____. All orders whether in any quantity placed with you within this period shall have to be complied with by you.
- b) The Contract may be extended for further period of two years, on yearly basis, upon mutual agreement at the same rate and on the same terms and conditions.
- c) Ministry reserves the right to annul this Contract at any time during its currency.
- d) No Guarantee is given regarding the quantity which will be indented against this Contract. Any quantity may be indented for during the currency of the Contract. You are liable to accept all supply orders placed with you by the Direct Demanding Officers (DDOs) from time to time and the delivery is to be completed within the period stipulated against supply orders placed by the D.D.Os.

4. **Central Service Tax/Excise Duty/VAT/GST:** As applicable.

5. **Specifications:** As indicated in **Annexure I** of this tender document.

6. **Direct Demanding Officer (DDO):**

- a) **Under Secretary (SP)**, Ministry of External Affairs, New Delhi, or any officer authorized by him/her will be authorized to place orders directly with you against this contract.
- b) The President may appoint other officers also as Direct Demanding Officers at any time during the currency of this Contract under intimation to you. Such officers shall be entitled to place orders with you direct against this contract.

7. **Delivery Period:-** Delivery of standard size carpets (refer Annexure I) should be made as early as possible but not later than 10 days from the date of issue of the orders. Delivery of odd & large size carpets (refer Annexure I) should be made as early as possible but not later than 3 months from the date of issue of the orders.

8. **Liquidation for delay:** In the event of failure to have the items ready for delivery by the date/dates specified by the purchaser, the purchaser (Ministry of External Affairs) may at their discretion withhold any payments until the whole of the items have been supplied and the purchaser may deduct or recover from the contractor as liquidated damages, and not by way of penalty, a sum of half percent (1/2%) of the contract price of the undelivered items for each and every week or part of a week up to a maximum of ten percent (10%) of the contract price. But if the contractor during the course of execution of the contract at any stage anticipates a delay in supplies beyond the agreed delivery schedule, the contractor would promptly notify the purchaser, who may admit as reasonable ground for further time and grant an extension to the delivery schedule by issue of an amendment to the contract.

9. **Place of Inspection and Delivery:** Delivery of carpets is to be made at the following address:-

SPM Store
Room No. B0116, Basement,
Jawaharlal Nehru Bhawan, Ministry of External Affairs,
23-D, Janpath, New Delhi-110011.
Tel.: 011-23085118
E-mail: aosp@mea.gov.in

Prior notice is to be given to SPM Section about the date and time of delivery so that proper arrangements are put in place for inspection of the carpets by the Ministry. Ministry may, from time to time, arrange for inspection of carpets by independent professionals to ascertain the quality of carpets. In case carpets do not meet the laid down standards, the supplier may be disqualified and excluded from Ministry's panel of suppliers.

10. **Performance Bank Guarantee (PBG):** Performance Security Deposit of **Rs. 2,00,000 (Rupees Two Lakh Only)** in form of Bank Guarantee/ Demand Draft/Pay order payable to Pay & Accounts Officer, Ministry of External Affairs, New Delhi. Bank guarantee should be valid for a period of **60 days** from the date of completion of all contractual obligations of the contractor. In case of breach of any of the terms & conditions of the contract, purchaser (Ministry of External Affairs) reserves its right to encash PBG.

11. **Fall Clause:** It will be a condition of this contract that Rates should be valid for one year from _____ to _____. Rates /prices should remain fixed during the entire period of the contract. i.e. _____ to _____ and shall not be subject to variation on any account and that the price at which you will supply stores shall not exceed the lowest price charged by you from any customer during the currency of the contract and that in the event of prices going down, you shall promptly furnish such information to this Ministry to amend the Contract rates for subsequent supplies. No claim for compensation or loss due to fluctuations or any other reasons/causes will be entertained. No request for increase in the rates would be entertained during the period of contract.

The supplier shall be responsible for compliance with all Laws, Rules & Regulations under this contract, including compliance with the labour laws.

12. **Force Majeure Clause:** Each contracting party shall be excused for the non-

performance of any of his contractual duties or obligations if and to the extent to which such non-performance is caused by the supervision of *force majeure* PROVIDED that the party whose performance is so affected immediately and in writing notifies, the other of the disasters or other acts of God, war, civil commotion, strikes, sabotage, explosions, epidemics, quarantine restrictions and such other occurrences beyond the control of either party.

13. **Settlement of Disputes and Arbitration:** If any dispute arises out of Contract with successful bidder with regard to the interpretation, meaning and breach of the terms of the Contract, the matter shall be resolved in accordance with ICADR Arbitration Rules, 1996. The seat of arbitration shall be New Delhi and the language shall be English.

14. **Payment for the items supplied:**

- a) Pre-receipted bills of the Supplier, in triplicate, together with the proof of inspection and delivery of stores should be sent to the Under Secretary (SP), Ministry of External Affairs, New Delhi or any officer authorized by him/her for payment.
- b) Payment against bill/Invoice shall be released only after execution of the supply order and the quality of the items are found to the satisfaction of MEA.
- c) The invoice is to be submitted to SPM Section for onward transmission to the Mission/Post concerned for payment by way of SBI cheque and it may take 60 days to receive the cheque after submission of invoice.
- d) No advance payment will be made in any case.

15. **Purchaser:** Ministry of External Affairs on behalf of the President of India.

16. **Assignment:** This contract is personal to **(SUPPLIER NAME)**, and cannot be assigned to any third party otherwise.

In witness whereof this Agreement has been executed between the parties hereto by their authorized officers in two originals on the date and the year written above.

**Signed and delivered
for & on behalf of
the President of India**

**Signed and delivered
for & on behalf of
(Supplier Name)**

<p>..... (Prem Chand) Under Secretary (SP) Ministry of External Affairs</p>	<p>..... Name: Designation:</p>
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Witness:

Administrative Officer (SPM)
Ministry of External Affairs, New Delhi.

Copy forwarded for information to:

- 1. Director of Audit, Central Revenues, New Delhi
- 2. Chief Controller of Accounts, MEA, New Delhi
- 3. JS (Estt.)/Director (Fin.)
- 4. O & M, GA, Fin-III each.