## **Government of India**

Ministry of External Affairs Establishment Division New Delhi

No.Q/CPC/872/5/10 Dated: 06.09.2017

TENDER FOR PROVIDING ANTI TERMITE PEST CONTROL SERVICES AT 37-38, MEA RESIDENTIAL COMPLEX, DR. S. RADHAKRISHNAN MARG, CHANAKYAPURI, NEW DELHI - 110021



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# Government of India Ministry of External Affairs

New Delhi

## **SECTION-1**

(NOTICE INVITING E-TENDER)

### NOTICE INVITING E-TENDER

Subject: PROVIDING ANTI TERMITE PEST CONTROL SERVICES AT 37-38, MEA RESIDENTIAL COMPLEX, DR. S. RADHAKRISHNAN MARG, CHANAKYAPURI, NEW DELHI - 110021

On behalf of the President of India, Director (Establishment), Ministry of External Affairs invites **online bids** under **02 BID SYSTEM** for providing anti-termite pest control services at 37-38, MEA Residential Complex, Dr. S. Radhakrishnan Marg, Chanakyapuri, New Delhi, from the eligible entities companies as per details given in the tender documents.

| Tender No. Q/CPC/872/5/10  | Dated: - 06.09.2017    |  |  |  |  |  |
|--|------------------------|--|--|--|--|--|
| Important Dates  |                        |  |  |  |  |  |
| Date of publishing   | 06.09.2017 (1000 hrs.) |  |  |  |  |  |
| Bid Document Download Start Date   | 06.09.2017 (1130 hrs.) |  |  |  |  |  |
| Clarification Start Date   | 08.09.2017 (1000 hrs.) |  |  |  |  |  |
| Clarification End Date   | 20.09.2017 (1600 hrs.) |  |  |  |  |  |
| Pre- bid meeting   | 20.09.2017 (1630 hrs.) |  |  |  |  |  |
| Bid Submission Start Date (online)   | 22.09.2017 (0900 hrs.) |  |  |  |  |  |
| Bid Submission End Date (online)   | 27.09.2017 (1600 hrs.) |  |  |  |  |  |
| Date of Technical Bid Opening (online)   | 29.09.2017 (1100 hrs.) |  |  |  |  |  |
| Date of Financial Bid Opening (online)   | 10.10.2017 (1100 hrs.) |  |  |  |  |  |
| EMD to be submitted in the form of Demand Draft in favour of "Pay & Account Officer, Ministry of External Affairs, New Delhi" by 1700 hrs on 27.09.2017. |                        |  |  |  |  |  |

- 2. The bid shall be submitted online only at Central Public Procurement Portal Website: http://eprocure.gov.in/eprocure/app. There is no 'Tender Fee'.
- 3. The Competent Authority reserves the right to reject any or all the bids without assigning any reason and the decision of the competent authority of the Ministry shall be final and binding.

Administrative Officer (CPC) 5 September, 2017 Tel: 011- 24108867 aocpc@mea.gov.in

Dated: 06.09.2017

# No.A/CPC/872/5/10 Government of India Ministry of External Affairs

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New Delhi

**SECTION-2** 

(AFFIDAVIT)

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

### **AFFIDAVIT**

| I/we | Partner(s)/Legal Attorney/Proprietor(s)/Accredited Representative(s) or |
|------|---|
| M/s  | solemnly declare that :   |

- 2. I/we am/are submitting tender for anti termite pest control services against Tender Notice No. O/CPC/872/5/10 dated 06.09.2017.
- 3. I/we or our partners do not have any relative working in Ministry of External Affairs, New Delhi. I/we have modern equipment, latest technical expertise and sufficient manpower for the subject work. Only branded material of quality will be used up to the satisfaction of the client.
- 4. All information furnished by me/us in respect of fulfillment of eligibility criteria and information given in this tender is complete, correct and true. All documents/credentials submitted along with this tender are genuine, authentic, true and valid. Only trained and police verified workers will be deployed for the subject work.
- 5. My/our bid shall be valid for a period of 120 days from the last date fixed for the bid submission in accordance with the Bidding Documents and shall remain binding upon us and may be accepted at any time before the expiry of the period.
- 6. If my/our bid is accepted, we commit to submit a Performance Guarantee in accordance with the Bidding Documents. All labour laws/regulations will be complied with including minimum wages as revised from time to time by the Government.
- 7. The Price-Bid submitted by me/us is "WITHOUT ANY CONDITION".
- 8. If any information or document submitted is found to be false/incorrect, Ministry may cancel my/our Tender and can take any action as deemed fit including termination of the contract, forfeiture of all dues including Earnest Money Deposit (EMD) and blacklisting of my/our firm and all partners of the firm etc.
- 9. I/we also declare that the Government of India or any other Government body has not issued any show-cause notice or declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
- 10. The workers provided by us would not claim any regularization of their services or enhancement in their wages from Ministry of External Affairs. Payment of salaries and allowances to the workers would be our responsibility as per the wages and other terms & conditions prescribed by the Govt. of NCT of Delhi.
- 11. I/we also accept all the terms and conditions of this bidding document and undertake to abide by them; including the condition that client is not bound to accept highest ranked bid / lowest bid or any other bid that it may receive.

(Signature of the Tenderer with Seal)

Seal of Notary

Date:

# No.Q/CPC/872/5/10 Government of India Ministry of External Affairs

New Delhi

**SECTION-3** 

(Introduction & Scope of work)

### 3.1 Introduction

The Ministry of External Affairs invites proposals for <u>appointment of anti-termite pest control</u> service provider for various flats at 37-38, MEA Residential Complex, Dr. S. Radhakrishnan Marg, <u>Chanakyapuri, New Delhi.</u>

### 3.2 Scope of work

The anti termite pest control services are to be provided in various apartments of Chankyapuri Complex. The approximate area (+-7%) of each type of flat is as follows:

| Type    | Area to be treated (per flat) | Number of flats |
|---------|-------------------------------|-----------------|
| of flat |                               |                 |
| Type    | 160sqm                        | 20              |
| IV      |                               |                 |
| Type    | 345sqm                        | 72              |
| V       | _                             |                 |
| Type    | 500sqm                        | 8               |
| VI      | -                             |                 |

NOTE: All the above stated work should conform to CPWD's DSR/Norms.

- i) Time Limit: Work should be completed in a period of 2 months after signing date of agreement.
- ii) Working Hours: Working hours of the building will be from 9am to 5.30 pm.
- iii) Estimated Cost Put to Tender: Estimated cost of the work is Rs. 4.00 lakh only.
- iv) Payment Terms: Payment will be made after satisfactory completion of work.
- v) Defect Liability Period: Defect liability period of the work/installations would be 12 months.
- vi) Statutory Compliance: Only trained and police verified workers will be deployed for the subject work
- vii) The bidder shall have modern equipment, latest technical expertise and sufficient manpower for the subject work.
- viii) Only branded material will be used of quality up to the satisfaction of the client.
- ix) All labour laws/regulations will be complied with by the Service Provider including minimum wages as revised from time to time by the Government.

# Government of India Ministry of External Affairs New Delhi

# **SECTION-4**

(Minimum Eligibility Criteria)

### 4.1 MINIMUM ELIGIBILITY CRITERIA:

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

- (a) Legally Valid Entity: The Bidder shall necessarily be a legally valid entity in the form of a Limited Company, Private Limited Company, Proprietorship, and Partnership firm registered under the Companies Act, 1956 or other appropriate authorities. Bidding in the form of JV/Consortium is not permitted. A copy of complete 'Memorandum of Article of Association' to be submitted along with the bid. The bidder must be in existence for a minimum period of 5 years on 31/03/2017.
- (b) Registration: The Bidder must be registered with the Income Tax and GST.
- (c) Experience: Assuming the estimated value of the work to be around Rs. Four Lakhs, the bidder must have successfully completed one work of same nature of a value of Rs. 3,20,000/- or two work of same nature of value of Rs. 2,00,000/- each or three works of same nature of value of Rs. 1,60,000/- Lakhs each in the Central / State Govt Departments / Ministry's / Organizations of the Govt of India / State Govt / PSU's and reputed Private Organizations.
- (d) Financial Status: The agency should have average financial turnover of **Rs. 4,00,000/-** (Rupees Four Lakhs only) per annum for each of the last three financial years ending 31.3.2017.
- (e) The eligibility criteria related to turnover and prior experience [as mentioned in points (c) and (d) above] has been relaxed for all Startups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality and technical specifications.
- (f) The preference may be given to the agency having its presence in multiple locations in Delhi, NCR regions.

## 4.2 Documents supporting the Minimum Eligibility Criteria:

- (a) In proof of having fully adhered to the minimum eligibility criteria at 4.1 (a), attested copies of certificates of incorporation and Memorandum of Article of Association issued by the registrar of Companies shall be accepted. Attested copies of these documents to be uploaded with Technical Bid.
- (b) In proof of having fully adhered to minimum eligibility criteria at 4.1(b), attested copies of PAN and GST registration shall be submitted. Attested copy of these documents to be uploaded with Technical Bid. All the licenses must be in the name of bidder.
- (c) In proof of having fully adhered to minimum eligibility criteria at 4.1(c), attested copies of Work Order for completed works issued by the Central / State Govt Departments / Ministry's / Organizations of the Govt of India / State Govt / PSU's and big reputed Private Organizations shall be accepted. Attested copies of these documents to be uploaded with Technical Bid.

- (d) In proof of having fully adhered to minimum eligibility criteria at 4.1(d), attested copy of the income tax return and audited balance sheets for the completed three financial
- years i.e. for 2014-15, 2015-16 and 2016-17 shall be accepted. Attested copies of these documents to be uploaded with Technical Bid. The Company should not have incurred loss during the last three financial years and should have a positive net worth.
- (e) Power of Attroney/Authorisation Firm's authorization for their representatives to bid on their behalf and sign all bid documents.
- (f) Company' profile.
- (g) Signed tender document (on all pages).

Government of India Ministry of External Affairs New Delhi

## **SECTION-5**

(Tender Fee, EMD, Performance Security, Validity of Contract & Payment terms)

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

- 5.1.1 **Tender Fee:** The tender document fee is exempted for all.
- 5.1.2 The Earnest Money Deposit (EMD) of Rs.20,000/- in the form of Demand Draft in favour of "Pay & Account Officer, Ministry of External Affairs, New Delhi" payable at New Delhi is required to be submitted in a sealed envelope superscribed "Tender for anti termite pest control at CPC", on or before the closing date and time of e-submission of online bids i.e. by 1700 hrs on 27.09.2017 to Administrative Officer, C-16, 37-38, MEA Residential Complex, Dr. S. Radhakrishnan Marg, Chanakyapuri, New Delhi, failing which the bids will not be considered.
- 5.1.3 The submission of EMD is compulsory for all the Bidders except those who are registered with the Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the Ministry of External Affairs.
- 5.1.4 The EMD shall be returned to the bidder (s) whose offer is not accepted by the Ministry within 30 days from the date of signing the agreement with the successful bidder. However if the return of EMD is delayed for any reason, no interest/penalty shall be payable to the bidder. The EMD shall not carry any interest.
- 5.1.5 The EMD of the successful bidder will be returned on receipt of Performance Guarantee.
- 5.1.6 EMD of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender.

### **5.2 PERFORMANCE SECURITY (GUARANTEE):**

- 5.2.1 The successful bidder has to deposit Performance Security Deposit which will be a sum equivalent to 10% of the accepted full contract value in favour of 'Pay and Accounts Officer, Ministry of External Affairs', payable at New Delhi in form of Demand Draft / Bank Guarantee /Fixed Deposit Receipt (FDR) at the time of the acceptance of the LoA. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations. In case, the contract is further extended beyond the initial period, the PSD will have to be accordingly renewed by the successful bidder. No interest shall be paid on PSD
- 5.2.2 The Performance Security will be forfeited by order of the Competent Authority in the Ministry in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, portion of the said FDR as may be considered by the Ministry sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of Companies bill has been received and examined.
- 5.2.3 If the Contractor fails to provide the Performance Security Deposit (PSD) at the time of the acceptance of LoA, such failure shall constitute a breach of the contract and the Ministry shall be entitled to make other arrangements at the risk, cost and expense of the Contractor.

5.2.4 On due performance and completion of the contract in all respects, the Performance Security Deposit will be returned to the Contractor without any interest on presentation of an absolute 'No Demand Certificate' from the Contractor and upon return in good condition of any specifications, samples or other property belonging to the client, which may have been issued to the Contractor, for carrying out work stipulated in the contract.

### **5.3 VALIDITY OF CONTRACT**

The contract, if awarded, shall be valid for a period of two months unless extended by the Ministry from the date of award. The contract may be extended if required for further two years from day one of initial contract on same terms and conditions and same rates, on year to year basis subject to satisfactory services provided by the vendor. In case of breach of contract or in the event of 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.

## 5.4. PAYMENTS

5.4.1 All payments shall be made in Indian Currency by means of Electronic Clearance Service (ECS) within 30 days after completion of the work and rising of bills. Payment will be made once after all the flats are pest controlled without a provision of any advance payment.

## Government of India Ministry of External Affairs

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New Delhi

**SECTION-6** 

(Force Majeure & Penalty Clause)

### 6.1 Force Majeure

- Notwithstanding the provisions of contract, the SP shall not be liable for forfeiture of its performance security, or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- For Purposes of this clause, "Force Majeure" means an event beyond the control of the SP and not involving its fault or negligence and not foreseeable. Such events may include but are not restricted to acts of the MEA 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 company shall promptly notify the authority in writing of such conditions and the cause thereof. Unless otherwise directed by the MEA in writing, the company shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means not prevented by the Force Majeure event
- The MEA may terminate this contract, by giving a written notice of minimum 15 days if SP is unable to timely perform a particular portion of the services.

### 6.2. Penalty Clause

The Service Provider will use materials of reputed brand only keeping in view the dignity of the residence and finish the work within the stipulated time. Service Provider may use as many workers as needed to finish the job in time as a penalty of Rs. 1,000/- per flat per day will be charged for delay in finishing the work.

## Government of India Ministry of External Affairs

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New Delhi

**SECTION-7** 

(Instruction to submission online Bids)

### 7. Instruction to submission online Bids:

- (a) The bid shall be submitted online only at Central Public Procurement Portal Website: <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a>. Manual bids will not be accepted under any circumstances.
- (b) All documents as per tender requirement shall be uploaded online through Central Public Procurement Portal Website: <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a>. Original draft towards EMD and Tender document fee shall be submitted on or before closing date of tender submission. Complete set of documents uploaded shall be submitted within 03 working days after the bid submission date.
  - (c) Bids submitted online without required documents will be summarily rejected.
  - (d) Both technical and financial bids are to be submitted concurrently duly digitally signed on the Central Public Procurement Portal.
  - (e) 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.
  - (f) Prospective bidders are accordingly advised to go through instructions provided at Central Public Procurement Portal.
  - (g) The online bids (complete in all respect) must be uploaded online in Two Covers (Cover-I: Technical Bid and Cover-II: Financial Bid) as per Annexure-I and Annexure-II respectively in PDF Format.

# Government of India Ministry of External Affairs

New Delhi

**SECTION-8** 

(Technical Bid)

# (TECHNICAL BID)

ANNEXURE-I

TENDER NOTICE NO. Q/CPC/872/5/10

Dated 06.09.2017

| Sl. No. | Document   | File Type |
|---------|--|-----------|
| 1       | Contact Details Form (Form-I)  | .pdf      |
| 2       | EMD of Rs. 20,000/-(scanned copy)  | .pdf      |
| 3       | Scanned copy of Affidavit  | .pdf      |
| 4       | Certified copies of Registration and Incorporation particulars of Company  | .pdf      |
| 5       | Certified copies (i) PAN, (ii) GST Registration  | .pdf      |
| 6       | Certified copies of last three years returns ending 31.03.2017 from Income Tax Department  | .pdf      |
| 7       | Proof of minimum experience of completion of at leastworks of similar nature in the Central / State Govt Departments / Ministries /Organizations of Govt of India / State Govt / PSU's and reputed Private Organizations during the last 05 years ending 31-03-2017. | .pdf      |
| 8       | Attested copy of the audited balance sheets for the completed three financial years i.e. for 2014-15, 2015-16 and 2016-17.   | .pdf      |
| 9       | Financial Capacity Form (Form-II) duly certified by company auditor  | .pdf      |
| 10      | Power of Attorney/ Authorization for signing the bid documents.  | .pdf      |

| Signature of the authorized  |  |
|------------------------------|--|
| signatory of the Bidder with |  |
| seal of the firm/company     |  |
| Name:                        |  |
| Mob No                       |  |
| Date:                        |  |

# Government of India Ministry of External Affairs

New Delhi

**SECTION-9** 

(Financial Bid)

## TENDER NOTICE NO.

Quoted Rate in Words

## **FINANCIAL BID**

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

| <u>NAME</u>      | OF THE WOR                                       | RK:                                   |          |        |   |   |                                |                                |
|------------------|--|---------------------------------------|----------|--------|---|---|--------------------------------|--------------------------------|
| Bidder<br>Name : |  |                                       |          |        |   |   |                                |                                |
|                  |  |                                       |          |        | PRICE SCHEDUL                                 |   |                                |                                |
|                  |  |                                       |          |        |   | EN IN RUPEES (INR) ONLY   |                                |                                |
| (This BOQ        |  |                                       | -        |        |   |   | _                              | umns, else the bidder is liabl |
|                  |  | · · · · · · · · · · · · · · · · · · · |          |        |   | nter the Bidder Name a  |                                |                                |
| NUMBER#          | TEXT#  | TEXT #                                | NUMBER#  | TEXT # | TEXT #  | NUMBER#   | NUMBER#                        | TEXT #                         |
| SI.<br>No.       | Item Description                                 | Item Code /<br>Make                   | Quantity | Units  | Quoted<br>Currency in INR t<br>Other Currency | Basic RATE In Figures To be entered by the Bidder (including all taxes) Rs. P (of one flat) | TOTAL AMOUNT<br>includingTaxes | TOTAL AMOUNT In Words          |
| 1                | 2  | 3                                     | 4        | 5      | 12  | 7   | 13                             | 15                             |
| 1                | Items  |                                       |          |        |   |   |                                |                                |
| 1.01             | A block flats (500 sq feet<br>area of each flat) | item1                                 | 8.00     | flats  | INR   |   | 0.00                           | INR Zero Only                  |
| 1.02             | B block flats (345 sq feet<br>area of each flat) | item2                                 | 72.00    | flats  | INR   |   | 0.00                           | INR Zero Only                  |
| 1.03             | C block flats (160 sq feet<br>area of each flat) | item3                                 | 20.00    | flats  | INR   |   |                                | INR Zero Only                  |
| Total in Fig.    | res  |                                       |          |        |   |   | 0.00                           | INR Zero Only                  |

INR Zero Only

| Signature of the authorized signa seal of the firm/company | atory of the Tenderer with |
|--|----------------------------|
| Name:  | _                          |
| Mob No   | Date:                      |

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

### <u>Section – 10</u>

## **CHECK LIST**

- 1. Online tender under two bid system
- 2. Dully filled in affidavit
- 3. For legal valid entity:
  - In the form of a Limited Company, Private Limited Company, Proprietorship, and Partnership firm
  - Registered under the Companies Act, 1956
  - Registrar of companies or other appropriate authorities.
  - Bidding in the form of JV/Consortium is not permitted.
  - Article of memorandum

### 4. Existence:

• Company registration

### 5. Annual turn over

- audited balance sheet (Last three years)
- audited profit & loss account (Last three years)
- Income tax returns (Last three years)

## 6. Licenses:

- PAN
- GST Registration
- 7. Experience

#### Section - 11

### Specimen Agreement

### GOVERNMENT OF INDIA MINISTRY OF EXTERNAL AFFAIRS ESTABLISHMENT DIVISION

#### SERVICE AGREEMENT

#### **WHEREAS**

The Service Provider is inter alia engaged in the business of providing anti-termite pest control services to various establishments through its employees, and the Ministry is desirous of availing the services of the Service Provider on the following terms and conditions:-

- 1. The work of providing anti-termite pest control services in type IV; V and VI flats situated at 37-38, MEA Residential Complex, Dr. S. Radhakrishnan Marg, Chanakyapuri, New Delhi -110021 shall be completed within two months from the date of signing of the agreement.
- 2. The Service Provider will do the anti-termite pest control job at Type IV; V and VI flats at MEA Residential Complex, Chanakyapuri, New Delhi at the following rates:-

| idder<br>ame : |   |                     |          |        |   |   |                             |                               |
|----------------|---|---------------------|----------|--------|---|---|-----------------------------|-------------------------------|
|                |   |                     |          |        | PRICE SCHEDULE                                |   |                             |                               |
|                |   |                     |          |        |   | EN IN RUPEES (INR) ONLY   | •                           |                               |
| This BOQ       |   |                     |          |        |   | be uploaded after fillin<br>nter the Bidder Name a                            |                             | umns, else the bidder is liab |
| NUMBER#        | TEXT #  | TEXT #              | NUMBER # | TEXT # | TEXT #  | NUMBER #  | NUMBER #                    | TEXT #                        |
| SI.<br>No.     | Item Description                              | Item Code /<br>Make | Quantity | Units  | Quoted<br>Currency in INR /<br>Other Currency | Basic RATE In Figures To be entered by the Bidder (including all taxes) Rs. P | TOTAL AMOUNT includingTaxes | TOTAL AMOUNT In Words         |
| 1              | 2   | 3                   | 4        | 5      | 12  | 7   | 13                          | 15                            |
| 1              | Items   |                     |          |        |   |   |                             |                               |
| 1.01           | A block flats (500 sq feet area of each flat) | item1               | 8,00     | flats  | INR   |   | 0.00                        | INR Zera Only                 |
| 1.02           | B block flats (345 sq feet area of each flat) | item2               | 72.00    | flats  | INR   |   | 0.00                        | INR Zero Only                 |
| 1.03           | C block flats (160 sq feet area of each flat) | item3               | 20,00    | flats  | INR   |   | 0.00                        | INR Zero Only                 |
| intel in Fig.  | res   |                     |          |        |   |   | 0.00                        | INR Zero Only                 |
| uoted Rate     | e in Words                                    |                     |          |        |   | INR Zero Only   |                             |                               |

- 3. The Service Provider will use branded material only keeping in view the dignity of the residence and finish the work within the stipulated time of two months. Service Provider may use as many workers as needed to finish the job in time and penalty of Rs. 1,000/- per flat per day will be charged for delay in finishing the work.
- 4. Each job done will carry a defect liability period of one year from the date of completion of job. The Ministry will make payment within one month after submission of the bill on the condition that the job has been done satisfactorily.
- 5. Service Provider will take sworn affidavit from its workers to be engaged by him for the above said work clearly stating that they shall not claim any regularisation of their services or enhancement in their wages from the Ministry. Payment of wages & allowances to the workers shall be the responsibility of the Service

Provider as per wages prescribed by the Government of National Capital Territory of Delhi under the Minimum Wages Act and other applicable laws and regulations.

- 6. The workers deputed by the Service Provider will not have any Police records/criminal cases against them. Their antecedents should be pre-verified by the Police authorities. The Service Provider will replace/withdraw such workers who are not found suitable by the Ministry for any reasons immediately on receipt of such request from the Ministry.
- 7. The worker should not be below the age of 18 years.
- 8. The Service Provider will ensure proper conduct of workers at the premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
- 9. The Service Provider will provide a Performance Guarantee of Rs. ......../- at the time of the acceptance of the LoA and this performance guarantee will be released on the expiry of the warrantee period of the last job done. No interest will be paid on the amount of Performance Guarantee.
- 10. Service Provider will be fully responsible for all acts of omission or negligence, dishonesty or misconduct of its workers for work at MEA Residential Complex, Chanakyapuri. The Service Provider shall indemnify the Ministry against any compensation/claim and damages etc. due to accident or injury to its workers or death due to accident or otherwise, which may arise out of and during the worker's duties. The Ministry will not be liable to pay any damages or compensation to such workers or to third party.
- 11. The quotation submitted by the Service Provider will remain an integral part of this agreement and the SP will be bound to all conditions mentioned in the bid document/tender document.
- 13. The contract shall be valid for two months and the pest control job should be completed within stipulated time of two months.

## **Payments**

JS (Establishment), Ministry of External Affairs will be the sole authority to certify that the job has been done satisfactorily. The Service Provider may receive payment within 30 days of submission of Bill after deduction of TDS as per rules for the each job done.

### <u>Termination of Contract</u>

The Ministry reserves its right to revoke the agreement at any time, if the services rendered or the conduct of the workers is not found satisfactory during the period of Agreement. The Ministry also reserves the right to terminate the said contract at any time before the completion of the work without assigning any reasons whatsoever.

### **Arbitration Clause**

If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be resolved in accordance with the ICADR Arbitration Rules, 1996.

The authority to appoint 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 place of arbitration proceedings shall be New Delhi. The language of the arbitration proceedings shall be English.

#### **Entire Agreement & Amendment**

- a) This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warrants between them respecting the subject matter hereof.
- b) Any amendment to this agreement must be reduced to writing & signing by both the parties.

IN WITNESS WHERE OF THE PARTIES TO THIS AGREEMENT HAVE SET THEIR HAND AND SEAL TO THIS AGREEMENT.

| For Ministry of External Affairs, New Delhi.         | For <b>M</b> /s           |  |  |
|--|---------------------------|--|--|
| Name: (Ashok Kumar)<br>Title: Administrative Officer | Name () Title: Proprietor |  |  |
| WITNESS:   | WITNESS:                  |  |  |