

Government of India
Ministry of External Affairs
Residential Complex,
Chanakyapuri, New Delhi 110021



E-NOTICE INVITING TENDER FOR

**Supply and installation of Exhaust pipe with
structure for 500 KVA DG set**

Tender No. Q/CPC/862/2/16		Dated: 06/09/ 2017
Important Dates		
Date of Publication		06.09.2017 (1200 hrs)
Bid document download start date		06.09.2017 (1230 hrs)
Clarification start date		08.09.2017 (1000 hrs)
Clarification end date		20.09.2017 (1600 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)

The bid shall be submitted online only at Central Public Procurement Portal website at <http://eprocure.gov.in/eprocure/app>

Manual bids will not be accepted.

Part – I
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 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 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 1800 3070 2232.

Part – II
INTRODUCTION

1. Tender Objective& Brief Scope of work

The Ministry of External Affairs invites proposals for the following:-

**Supply and installation of Exhaust pipe with
structure for 500 KVA DG set**

Part – III
General Terms and Conditions

1. Bidders are requested to go carefully through the general instructions contained in the bid document which consists of the following:

i)	Instructions to bidder	Part-I
ii)	Introduction	Part-II
iii)	General Terms & Conditions	Part-III
iv)	Opening of Bids	Part - IV
v)	Submission of Bids	Part-V
vi)	Financial Information as per form A	Annexure-I of Part III
vii)	Format for Technical Bid	Annexure-I of Part V
viii)	Format for Financial Bid	Annexure – I of Part -IV
ix)	Specimen Agreement	Part- VI

The bidders are expected to examine all instructions, terms & conditions and formats contained in the bid document. Failure to furnish all information required as per the bid document or submission of bid not substantially responsive to the requirements of the bid document, in any respect, may result in rejection of the bid.

2. **Eligibility Criteria for bidders** : On behalf of the President of India, Ministry of External Affairs invites sealed Tenders in Two Packet System (Technical Bid and Financial Bid) from civil contractors who fulfil the qualifying criteria as listed below (but not necessarily in order of priority):

(1) The bidder must be registered with CPWD as individual firm/partnership firm/contractor for providing civil works and must be in existence for a minimum period of 03 years as on 31.12.2016. The bidder will provide proof of the date of registration.

(2) The bidder should have average annual financial turnover of Rs 10 lakhs during the past three years. The bidder should attach attested copies of Audited Annual Financial Statements to confirm the same.

(3) Experience of the bidder must include civil construction work, for minimum of 3 years as on 31.12.2016. The interested bidder should have satisfactorily completed work during the last five years ending last day of March 2016 as detailed below:

- (i) Completed three similar works each costing not less than Rs. 4 lakhs annually or
- (ii) Completed two similar works each costing not less than Rs. 5 lakhs annually or
- (iii) Completed one similar work costing not less than Rs. 8 lakhs annually.

(4) The bidder should have adequate manpower and other resources with good experience and adequate training in the respective service areas. Arrangements in this regard may be detailed.

(5) The bidder must have modern equipment and latest technical expertise for civil work.

(6) The bidder should be ready to give performance security of 5% of the Accepted Tender Value at the time of signing of agreement.

(7) The bidder will have to ensure compliance with all labour laws/regulations. This will include payment of minimum wages and other benefits prescribed by the Government of NCT of Delhi and having appropriate licenses. Copies of all relevant registration documents are to be submitted with the pre-qualification bid.

(8) Tender fee of Rs. 1,000/- in the form of Demand Draft in favour of "Pay & Accounts Officer, Ministry of External Affairs, New Delhi" is also required to be submitted in a sealed envelope super scribed "Tender fee for supply and installation of exhaust pipe for 500 KVA DG set installed at CPC 2017", on or before the closing date and time of e-submission of online bids to Under Secretary (Housing), Room no. 4017, Jawaharlal Nehru Bhawan, 23-D Janpath, New Delhi-110001 falling which the bids will not be considered.

(9) Machinery, equipment, implements, material and consumables proposed to be used should be clearly indicated.

(10) Any wrong or misleading information will lead to disqualification.

(11) Estimated cost of the work is Rs. 5 lacs.

(12) Bidder must have PAN Card and GST registration.

3. General instructions

- Issuance of this Tender, your preparation and submission of a response and the subsequent receipt and evaluation of your response by MEA authority does not commit MEA to award a contract to any bidder, even if all requirements stated are met.
- Mere submission of information does not entitle the bidder to meet an eligibility criterion. MEA reserves the right to vet and verify any or all information submitted by the bidder
- If any claim made or information provided by the bidder in the bid or any information provided by the bidder in response to any subsequent query by MEA, is found to be incorrect or misinterpretation of facts, then the bid will be liable for rejection.
- After the selection, the successful bidder must be able to commence the service within 7 days after the award of Letter of Intent.
- All rates and lump-sum amounts, if any, shall be firm throughout the duration of the contract and no deviations shall be entertained by MEA in this context.
- The bidders shall deploy adequate manpower, machinery and resources to ensure completion of work in stipulated time.
- Should any new areas of work not envisaged as being part of this Tender document are added, the prices for the new areas of works shall be mutually agreed between the MEA and the bidders based on the actual rate analysis or as per the prevailing rates as agreed in this Tender document.
- The bidder would be responsible for all mandatory compliances for social, safety and environmental issues related to the performance of the service provider in the MEA premises.
- MEA reserves the right to remove any person found unfit.
- Defect Liability Period for the work is one year.
- Payment will be made after satisfactory completion of the work
- Work should be completed in 2 calendar months.
- Estimated cost for the tender is 5,00,000/-.

4. Place of Work and Site visits

Intending bidders shall visit the site as per schedules indicated by MEA and shall get themselves thoroughly acquainted with the local site condition.

5. Validity of the Proposal

Bids shall be valid for a period of 90 days from the last date of submission of the document to MEA.

6. Bid Security/Earnest Money Deposit

- All prospective bidders are required to submit an Earnest Money deposit for an amount equal to Rs.20,000/- valid for three months from last date of submission of tender.
- This EMD shall be in the form of a Demand Draft with a validity of three months payable at NEW DELHI and drawn in favour of 'Pay & Accounts officer, Ministry of External Affairs, New Delhi' from any nationalized bank. Tenders that are not accompanied by the Earnest Money Deposit are liable for rejection.
- The Earnest Money of the unsuccessful bidders will be returned within 30 days after the expiration of the period of bid validity.
- The Earnest money will be forfeited on account of one or more of the following reasons:
 - The bidder withdraws his bid during the period of bid validity.
 - In case of a successful bidder fails to sign the agreement in time and furnish performance guarantee.
- The successful bidder would be required to sign the agreement and furnish the Performance Security. The EMD of the successful bidder may be adjusted in the Performance Security by depositing the difference in amount of Performance Security or alternatively EMD could be refunded by taking a fresh Performance Security.

7. Performance Security

- This amount has to be submitted before the commencement order is given at the time of signing the final agreement with the successful bidder and it shall remain valid during the tenure of defect liability period. The value of the performance security will be an amount equal to 5% of Accepted Tender Value.
- This performance security deposit money shall be refunded within 60 days after the expiry of defect liability period provided there is no problem with the work executed by contractor.
- No interest shall be paid on the performance security.

8. Forfeiture of Performance Security

- The guarantee amount in full or part may be forfeited in the following cases:-
 - When the terms & conditions of the contract are breached.
 - When the bidder fails to comply with minimum service levels agreed upon.
 - When work executed by the contractor does not complete the defect liability period satisfactorily.
 - Failure of the bidder to comply with statutory requirements shall constitute sufficient grounds for the annulment of the award and forfeiture of the Performance Security.
 - Notice of reasonable time will be given in case of forfeiture of Performance Security.

9. Taxes and Duties

The bidder must include in their bids all duties, royalties and sales/service taxes or any other taxes as applicable. The tender inviting authority will entertain no extra claim on this account. In case of any variations in the taxes, the same shall be charged to MEA after producing the government notification.

10. Employees

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

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

11. Bidder's description format Summary

Name of the bidder firm/contractor	
Name of the Authorized Signatory	
E Mail ID	
Telephone No.	
FAX No.	
Year of Registration	
Registration No.	
GST No.	
Registered Office & Address	
Branch offices if any	
Total turnover in the latest financial year	
Total Staff strength	
Total Technical staff percentage	

12. **Bidder Information** – More detailed information on the following aspect may be given in typed form.

i) Business Background

- How many years has your firm been in business? How many years under its present business name?
- Attach a current organizational chart and include the total number of employees in your firm in India, by various locations.

ii) Claims and Suits (Explain any "yes" answers)

- Has your firm, its subsidiaries or its parent companies, ever filed for Bankruptcy?
- Has your firm ever failed to complete work awarded to it?
- Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your firm or its officers?
- Has your firm filed any lawsuits or requested arbitration with regard to any contract(s) within the last five years?

iii) Geographic Capability

- Please provide a listing of your offices in India (with contact information, phone & fax numbers, e-mail etc.) and a listing of the areas in which your firm has performed Property Management services.

iv) Financial Information

- Please provide copies of your firm's audited financial statements for the last 3 years.

Proposed Organization Chart at site level for this project

FORM 'A'

FINANCIAL INFORMATION

Financial Analysis – Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last three years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

Years

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Gross Annual turnover Profit/Loss.

Signature of Chartered Accountant with Seal

Signature of Bidder(s)

13. Other terms & Conditions of Tender

Note: Bidders must read these conditions carefully and comply strictly while sending / submitting their tenders.

i) General conditions

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.

Income Tax may be deducted at source as per rules.

ii) Change orders

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 successful Bidder and MEA.

iii) Right to accept any bid and to reject any or all bids

The MEA reserves the right to accept any bid, and to annul the tender process and reject all bids at any time prior to award of contract, without assigning reasons & without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the MEA action.

iv) Site Visits

The bidders shall visit the work place, understand the scope of work thoroughly (even if it is not mentioned in this Tender) and quote for. The bidder shall in coordination with AO (CPC) Sh. Ashok Kumar, visit the site. Telephone No.24108867.

v) Notification of award

Prior to the expiration of the period of the bid validity, MEA will notify the successful bidder in writing that its bid has been accepted. The notification of award will constitute the formation of contract. Upon the successful bidder's furnishing of performance security, MEA will notify each unsuccessful bidder and will discharge its EMD.

vi) Termination of Contract

The MEA may, by written notice sent to the contractor, terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the MEA convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

- The contractor shall pay the expenses of stamp duty for execution of agreement.
- If the contractor imposes conditions, which is in addition to or in conflict with the conditions mentioned herein, his tender is liable to summary rejection. In any case, none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of tender issued by the MEA Officer.
- The Tendering Authority (MEA) reserves the right to accept any tender not necessarily the lowest, reject any tender without assigning any reasons and accept tender for all or anyone or more of the articles for which contractor has bid.

vii) Special Conditions

- The contractor shall be deemed to have visited the site(s) and made themselves familiar with the working conditions whether they actually inspect the site(s) or not.
- The contractor shall not pay wages lower than minimum wages of labour as fixed by the Govt. of India for application in NCR area.
- The fair wage referred to in will be deemed to be the same as the minimum wages payable as referred to above.
- The tender shall remain open for acceptance for a period of 90 days from the last date of submission.
- The contractor shall employ as his representatives, servants and workmen after verifying their antecedents and loyalty before employing them for the works. He shall ensure that no person of doubtful antecedents and nationality is, in any way, associated with work.

viii) Service tax, Octroi, sales tax and other duties

- The contractor's rates shall be deemed to include all applicable Taxes/Duties. Liability of statutory compliances towards staff and employees from principal employers end shall be deemed to be included in offer.

ix) Code of Conduct and Penalty for Non-Performance

- Smoking, chewing of pan, intoxication, sleeping on duty is forbidden in the building.
- All workers and staff employed by the firm shall be employee of the firm and will not have any claim of any nature on MEA. Any dispute arising between employer and firm will be responsibility of the firm and firm only.

14. Terms and Conditions related to work

SCOPE OF WORK

i) Objective

The purpose of this document is to lay down the scope of work for Supply and installation Exhaust pipe with structure for 500 KVA DG set within CPC premises at MEA Residential Complex, 37-38 Dr. S. Radhakrishnan Marg, Chanakyapuri, New Delhi.

ii) Brief Scope of work

Supply and installation Exhaust pipe with structure for 500 KVA DG set within CPC premises

iii) Time Limit

Work should be completed in a period of 2 calendar months after signing of date of agreement.

iv) Working Hours

Working hours of the building will be from 9am to 5.30 pm.

v) Payment Terms

Payment will be made after satisfactory completion of work.

vi) Procurement of tools

Contractor will acquire all tools necessary to perform work under this Agreement

vii) Defect Liability Period

Defect Liability Period of the related installations/work would be of 12 months from the date of final completion of work.

viii) Statutory Compliance

The contractor would need to ensure that the all the statutory requirements are adhered to. These may include (but not limited to):

- Contract labour
- Pollution control board
- Electrical Inspectorate

15. Detailed Scope of Work (Technical Services)

S. No.	ITEM DESCRIPTION	UNIT	APPROX QTY.
1.	Extension of D.G. Exhaust pipe line by using ASTM A-106 GR. B SCH. 40 STD. ϕ 219.1 MM SEAMLESS CS Pipe, make Jindal MSL/ TATA, BS-10 Table-F CS flanges and heavy class long radius bends of matching diameter along with necessary nut, bolt, washers and U-clamps etc thereon as required, welding to be done as per best engineering practise by following high standard welding procedure, complete in all respect finished with one primary followed by two secondary coats of heat resistant heatex paint by first allowing previous coat to get fully dry to a thickness of minimum 25 microns per coat, reducing the diameter not allowed, the upper most end to be bend and chamfered at 45 degree and to be closed by welding a wire mesh of mi. 10 gauge MS wire having 1-inch x 1-inch openings to stop entry of any bird into the pipeline	Running Metre	17
2.	Providing and fixing MS supporting structure all around the chimney, comprising of ISMC 100, ISA 75x8 and ISA 65x8 and other angle iron sections higher than ISA 50x6 size duly joined to each other to form a tower of size 1.2M X 1.2M; the structure to have landing platforms of 8mm thickness chequered plate at each 3 meter height, access ladder up to top starting from 3 meter height complete with fall protection cage a required for safety of the personal	Running Meters	17

	<p>who may be working on it. Main vertical supports of structure shall have base plates of 20 mm thickness duly welded at bottom with necessary reebs of 8 mm thickness thereon with each support; entire structure shall be made safe against lightening from sky by providing a continuous 50x6 GI strip affixed thereon with brass bolts and nuts or 25x3 copper strip for better conductivity for earthing from top to bottom of the structure. Entire structure to be provided two coats of zinc chromate metal primer followed by two coats of weatherproof epoxy paint of appropriate shade in such manner that successive coat shall be applied only after fully drying of previous coat to a minimum thickness of 25 microns</p>		
3.	<p>Civil work with all construction material for making foundation suitable for erection of above pipeline with its supporting structure – including cost of necessary excavation in soft soil up to a depth of 2 meter from existing ground level, compacting, ramming, making soil bed hard, providing stone soling bed, followed by providing and laying of readymix in PCC and RCC of appropriate mixing proportion for making platform of 2m x 2m at bottom and 1.5m x 1.5m at top with embedded bolts anchored at bottom as suitable for withstanding dead load of tower as well as dynamic load due to winds. The foundation shall include the cost of suitable reinforcement by steel bars as required, curing, plastering and finishing floor level in good manner as desired by client, including cost of carting away of surplus excavated material/debris etc.</p>	Job	1
4.	<p>Providing and fixing Lightning Arrester, aviation light and wiring from top to bottom</p>	Set	1
5.	<p>Providing and making Electrical Earthing of tower and pipe by using Copper plate of 600 mm x 600 mm x 6 mm thick and perforated pipe of min. 63mm bore inserted in wet soil up to a minimum of 3 metre depth or as required as per site conditions, complete in all respect tested ok as per standard practice</p>	Set	1
6.	<p>Providing and fixing Thermal insulation of exhaust pipeline by LRB (light resin bonded) mattresses of thickness 100 mm x density 150 kg/m³ make Rockwool/Minwool/Lloyds with embedded chicken wire mesh, cladding by 24 SWG aluminium sheets make – Balco/ Hindalco, Including the bends/ flanges therein, by fixing appropriate size steel screws and washers; cladding to be done in such a manner and workmanship that it shall protect direct entry of rain water into the insulation done; workmanship of work should be good to ensure proper finishing having regular diameter all over</p>	Running Meter	17

7.	As above in item no. 5, insulation of Residential type Silencer – if required	Number	1
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- No other property/installation of MEA should get affected during this construction.

COMMERCIAL TERMS & INSTRUCTIONS

i) Tender Submittal

Commercial bid to be submitted in the above mentioned Price bid template and all the information should be filled in at the appropriate places.

ii) Prices

Offer should be made with a single quote. In case of increase in statutory compliance, the rates shall be revised and will be absorbed by MEA.

iii) Terms of payment

Payment will be made after satisfactory completion of work.

iv) General Conditions

- The contractor 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 contractor shall assign personnel of appropriate qualification and experience to perform and fulfil its obligations under this Tender. The contractor shall take commercially reasonable steps to ensure that staff members performing Services under this Tender are qualified and suitable to perform such Services. The contractor is obliged to replace, without unreasonable delay and at no cost to MEA, any personnel whom MEA considers lacking the necessary competence or with whom MEA finds it difficult to collaborate.
- The contractor will have to ensure compliance with all labour laws / regulations before a contract can be signed. This will include obtaining appropriate license.
- The contractor 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.
- The contractor should ensure that proper qualified / trained / licensed personnel carry out the jobs and that proper supervision is done for all jobs.

XXXXXXX

Part – IV
Opening of bids

1. The Technical Bids will be opened online at 1100 hrs on 29 September 2017.
2. 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 unit] 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.

Annexure I

PRICE SCHEDULE (DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
NUMBER	TEXT	TEXT	NUMBER	NUMBER	NUMBER	TEXT
Sl. No.	Item Description	Item Code / Make	Quantity	Basic RATE In Figures To be entered by the Bidder (including all taxes) Rs. P	TOTAL AMOUNT including Taxes	TOTAL AMOUNT In Words
1	2	3	4	7	13	15
1	Items					
1.01	Extension of DG exhaust	item1	17.00		0.00	INR Zero Only
1.02	Providing and fixing MS supporting structure all around the chimney	item2	17.00		0.00	INR Zero Only
1.03	Civil work with all construction material	item3	1.00		0.00	INR Zero Only
1.04	Providing and fixing Lightning Arrester, aviation light and wiring from top to bottom	item4	1.00		0.00	INR Zero Only
1.05	Providing and making Electrical Earthing	item5	1.00		0.00	INR Zero Only
1.06	Providing and fixing Thermal insulation of exhaust pipeline by LRB	item6	17.00		0.00	INR Zero Only
1.07	As above in item no. 5, insulation type Silencer - if required	item7	1.00		0.00	INR Zero Only
Total in Figures (including taxes)					0.00	INR Zero Only
Quoted Rate in Words			INR Zero Only			

3. Financial bids of firms which have qualified the technical bidding process will be opened online at 1100 hrs on 10th October, 2017.
4. The Financial Bids of firms/companies that do not qualify in the Technical Bid stage will not be opened.
5. The Ministry reserves the right to accept or reject any bid without assigning any reasons thereof.

6. Validity of Bid:- The bids shall be valid for a period of three months from last date of submission. A bid for a shorter period of validity shall stand rejected;
7. Non transferability:- This tender is non transferable. The incomplete and conditional tenders will be summarily rejected;
8. 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.
9. Legal Jurisdiction:- Firms/companies which have submitted their Technical and Financial Bids but are not duly represented at the time of the opening of the two bids, shall forfeit their right to make any claim or challenge the tendering process at any stage. In case of any dispute, Delhi Court alone shall have the territorial jurisdiction to adjudicate upon the matter arising out of this contract.
10. Liquidated Damages
The services of any firm/company which fails to comply with any of the conditions stipulated above will be liable to be terminated immediately. Incorrect claims and misrepresentation of facts shall render the firm/company to be disqualified. The decision of the Ministry, as to whether terms and conditions were violated, shall be final.
11. For more information and details please log on to Ministry's website www.mea.gov.in(under MEA tenders) or contact Administrative Officer, CPC, Ministry of External Affairs (Tel. 24108867). The tender information in detail is also available on "Government Tender Information System".

Administrative Officer (CPC)
5 September, 2017
Tel No.: 24108867
aocpc@mea.gov.in

Part-V
Submission of bids

1. Submission of online bids:-

1.1 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.

1.2 The online bids (complete in all respect) must be uploaded online in Two Covers

(Technical and Financial bids) as explained below:-

ANNEXURE – I

Cover 1 - (Technical Bid) (following documents to be uploaded online in .pdf format)		
Sl. No.	Document	File Type
1	Name and Postal Address of the firm/contractor along with owner along with Telephone, Mobile, Fax, Email	.pdf
2	Proof of date of registration with CPWD which should be in existence for a minimum period of 3 years as on 31.12.2016	.pdf
3	Proof of experience for minimum of 3 years as on 31.12.2016, as defined under point 3 of Para 2 of Eligibility Criteria mentioned in Part-III	.pdf
4	Precise profile of its key clients along with satisfactory performance report from at least three of them for services provided	.pdf
5	Tender fee of Rs. 1,000/- (One Thousand only) and EMD of Rs. 20,000/- (Rupees Twenty Thousand only) (scanned copy) and Bank Details (certified copy)	.pdf
6	Income Tax return for last three financial year and GST and PAN registration	.pdf
7	Information sought under para 11 & 12 to be given in typed form	.pdf
8	Machinery, equipment, implements, material and consumables proposed to be used	.pdf
9	Proposed Organization Chart at site level for this project	.pdf

Cover 2 - (Financial Bid) (to be uploaded online in .xls format)		
Sl. No.	Document	File Type
1.	Financial bid as per <u>Annexure I</u> of Part-IV of this tender document	.xls

1.3 Tenderer/Bidders are advised to follow the instructions provided in the 'Instruction to bidder' specified in Part-I 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;

1.4 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.

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

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

1.7 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;

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

1.9 The original hard copy of 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" is also required to be submitted in a sealed envelope super scribed "Tender for supply and installation of exhaust pipe for 500 KVA DG set installed at CPC 2017", on or before the closing date and time of e-submission of online bids to Under Secretary (Housing & Maintenance), Room no. 4017, Jawaharlal Nehru Bhawan, 23-D Janpath, New Delhi-110001 failing which the bids will not be considered.

XXXXXX

Part – VI

**AGREEMENT FOR SUPPLY AND INSTALLATION OF EXHAUST PIPE WITH STRUCTURE FOR
500 KVA DG SET INSTALLED AT MEA RESIDENTIAL COMPLEX CHANAKYAPURI, NEW DELHI**

This Agreement is made at New Delhi on this ... day of, 2017.

BETWEEN

Ministry of External Affairs, Government of India (hereinafter referred to as
"Ministry") having its headquarters at 23 D, Janpath, New Delhi – 110021, through its
authorized representative, Shri Rameshwar Bhakta, Under Secretary (Housing)

AND

M/s....., a firm/firm/company registered with CPWD having its Head Office
at, through Director,
who is duly authorized to sign and execute this Agreement on behalf of firm/contractor
(herein after referred to as firm/contractor, which expression shall include its successors,
assignees and legal representatives), hereinafter collectively referred to as "Parties" and
individually as "party".

THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND

BETWEEN THE PARTIES HERETO AS FOLLOWS:

2. It is agreed upon between the Parties to this Agreement that this is a commercial contract between firm/contractor of professional nature and the Ministry. In performance of its agreed duties as per terms and conditions of the contract, the firm/contractor shall at all times act as an independent agency. The contract does not in any way create a

relationship of principal and agent between the Ministry and the firm/contractor. The firm/contractor shall not act or attempt or represent itself as an agent of the Ministry.

3. Under no circumstances the employees of the firm/contractor can claim to be the employees of the Ministry nor shall such relationship be considered to exist. The employees of the firm/contractor would have no claim against the Ministry for their monetary, non-monetary claim or any other claim including but not limited to, the permanency in employment of the Ministry. The personnel appointed at the site by firm/contractor, will work under supervision, direction & control of the firm/contractor for carrying out activities agreed upon in terms of the Agreement. However, firm/contractor will be accountable to Ministry for any complaint(s) on providing the requisite satisfactory services as per Agreement, at the site. The Agreement is on principal-to-principal basis.

4. Firm/contractor is required to supply and install exhaust pipe with structure for 500 KVA DG set installed at Ministry of External Affairs, Plot No. 37 & 38, Dr. S. Radhakrishnan Marg, Chanakyapuri, New Delhi - 110021.

SCOPE OF WORK

S. No.	ITEM DESCRIPTION	UNIT	APPROX QTY.
(2)	Extension of D.G. Exhaust pipe line by using ASTM A-106 GR. B SCH. 40 STD. ϕ 219.1 MM SEAMLESS CS Pipe, make Jindal MSL/ TATA, BS-10 Table-F CS flanges and heavy class long radius bends of matching diameter along with necessary nut, bolt, washers and U-clamps etc thereon as required, welding to be done as per best engineering practise by following high standard welding procedure, complete in all respect finished with one primary followed by two secondary coats of heat resistant heatex paint by first allowing previous coat to get fully dry to a thickness of minimum 25 microns per coat, reducing the diameter not allowed, the upper most end to be bend and chamfered at 45 degree and to be closed by welding a wire mesh of mi. 10 gauge MS wire having 1-inch x 1-inch openings to stop entry of any bird into the pipeline	Running Metre	17
(3)	Providing and fixing MS supporting structure all around the chimney, comprising of ISMC 100, ISA 75x8 and ISA 65x8 and other angle iron sections	Running Meters	17

	<p>higher than ISA 50x6 size duly joined to each other to form a tower of size 1.2M X 1.2M; the structure to have landing platforms of 8mm thickness chequered plate at each 3 meter height, access ladder up to top starting from 3 meter height complete with fall protection cage a required for safety of the personal who may be working on it. Main vertical supports of structure shall have base plates of 20 mm thickness duly welded at bottom with necessary reebs of 8 mm thickness thereon with each support; entire structure shall be made safe against lightening from sky by providing a continuous 50x6 GI strip affixed thereon with brass bolts and nuts or 25x3 copper strip for better conductivity for earthing from top to bottom of the structure. Entire structure to be provided two coats of zinc chromate metal primer followed by two coats of weatherproof epoxy paint of appropriate shade in such manner that successive coat shall be applied only after fully drying of previous coat to a minimum thickness of 25 microns</p>		
(4)	<p>Civil work with all construction material for making foundation suitable for erection of above pipeline with its supporting structure – including cost of necessary excavation in soft soil up to a depth of 2 meter from existing ground level, compacting, ramming, making soil bed hard, providing stone soling bed, followed by providing and laying of readymix in PCC and RCC of appropriate mixing proportion for making platform of 2m x 2m at bottom and 1.5m x 1.5m at top with embedded bolts anchored at bottom as suitable for withstanding dead load of tower as well as dynamic load due to winds. The foundation shall include the cost of suitable reinforcement by steel bars as required, curing, plastering and finishing floor level in good manner as desired by client, including cost of carting away of surplus excavated material/debris etc.</p>	Job	1
(5)	<p>Providing and fixing Lightning Arrester, aviation light and wiring from top to bottom</p>	Set	1
(6)	<p>Providing and making Electrical Earthing of tower and pipe by using Copper plate of 600 mm x 600 m x 6 mm thick and perforated pipe of min. 63mm bore inserted in wet soil up to a minimum of 3 metre depth or as required as per site conditions, complete in all respect tested ok as per standard practice</p>	Set	1

(7)	Providing and fixing Thermal insulation of exhaust pipeline by LRB (light resin bonded) mattresses of thickness 100 mm x density 150 kg/m ³ make Rockwool/Minwool/Lloyds with embedded chicken wire mesh, cladding by 24 SWG aluminium sheets make – Balco/ Hindalco, Including the bends/ flanges therein, by fixing appropriate size steel screws and washers; cladding to be done in such a manner and workmanship that it shall protect direct entry of rain water into the insulation done; workmanship of work should be good to ensure proper finishing having regular diameter all over	Running Meter	17
(8)	As above in item no. 5, insulation of Residential type Silencer – if required	Number	1

v) **Materials, Consumables & Spares**

Tools & tackles required for the execution of work will be supplied by the Firm/contractor. This will include technical kits and accessories including step ladders and safety equipments that are of appropriate type, quality, and safety.

vi) **Statutory Compliance**

The Firm/contractor would need to ensure that the all the statutory requirements are in force and adhered to. These may include (but not limited to)

- x) Contract labour
- xi) Pollution control board
- xii) Electrical Inspectorate

vii) **Employees**

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

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

- The employees would be in work uniform with their ID card on display all the time, when deployed on site. Exception would not be allowed under any circumstances.

5. OTHER TERMS & INSTRUCTIONS

iii) **Prices**

ix) The tender for supply and installation of exhaust pipe with structure for 500 KVA DG set installed at MEA Residential Complex, Chanakyapuri, New Delhi is awarded to M/s..... at their tender price Rs. excluding applicable Taxes.

iv) **Tax deduction**

Applicable Tax may be deducted at source as per rules.

v) **Payment of stamp duty**

The Firm/contractor shall pay the expenses of stamp duty for execution of this Agreement.

vi) **Terms of payment**

Firm/contractor shall be paid after the satisfactory completion of work.

vii) **Performance/Service Guarantee**

x) An amount of ₹ (i.e. 5% of contract amount) has to be submitted at the time of signing of agreement. The Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the firm/contractor. The Performance Security would be refundable only after successful completion of the Defect Liability Period.

viii) **Forfeiture of Performance/Service Guarantee**

- The guarantee amount in full or part may be forfeited in the following cases:
 - When the terms & conditions of the contract are breached.
 - When the Firm/contractor fails to comply with minimum service levels agreed upon.

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

ix) General Conditions

v) The Firm/contractor 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.

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

vii) The Firm/contractor shall assign personnel of appropriate qualification and experience to perform and fulfil its obligations under this Agreement. The Firm/contractor shall take commercially reasonable steps to ensure that staff members executing work under this Agreement are qualified and suitable to perform such works. The firm/contractor 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.

viii) The Firm/contractor shall ensure that all employees assigned by the firm/contractor to execute works are employees of the firm/contractor and that under no circumstances shall the relationship of employer and employee be deemed to arise between Ministry and firm/contractor's personnel.

ix) The firm/contractor must know and follow their duties related to safety for all personnel. These guidelines are applicable to firm/contractors as well as sub-firm/contractors deployed by them at the site.

x) All firm/contractor workmen should be provided with a uniform and shall work within the Ministry premises in their prescribed uniform only.

xi) The firm/contractor must leave work areas in a clean, tidy and safe condition at the end of each working period.

xii) The firm/contractor must provide consumables, tools and equipment based on applicable regulations / codes / guidelines.

xiii) The firm/contractor should ensure that proper qualified / trained / licensed personnel carry out the jobs and that proper supervision is done for all jobs.

xiv) The Firm/contractor hereto undertakes to indemnify and hold harmless the Ministry against all claims, losses, damages, liabilities or expenses (including legal fees) that may be incurred arising out of the agreement or filed by the workers / employees of the firm/contractor against loss or damage caused and legal complications liabilities which may arise on A/c of failure of firm/contractor to perform its obligations to observe the rules & regulations & other provisions of law applicable to the conduct of the business by the firm/contractor. The firm/contractor 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 firm/contractor.

xv) 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.

xvi) 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.

x) **Resolution of Disputes**

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

xi) **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 Firm/contractor and Ministry.

xii) **Termination of Contract**

The Ministry may, by written notice sent to the firm/contractor, 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.

6. The parties hereto shall be bound by the terms and conditions of the Agreement and all the relevant terms hereof shall be deemed to be incorporated in this Agreement and to constitute an integral part thereof. **The Financial and Technical bids submitted by the firm/contractor will also form an integral part of the Agreement along with a copy of the letter of award of Contract.**

IN WITNESS WHEREOF the parties have signed this Agreement on the
mentioned in presence of witnesses and in presence of each other. Done in two originals,
one for each party.

For M/s.....

(.....)

Chief Executive Officer,

Authorised Signatory

Firm/contractor

WITNESS

For Ministry of External Affairs

(Rameshwar Bhakta)

Under Secretary (Housing)

Ministry of External Affairs

(for & on behalf of President of India)

WITNESS

1.

2.

1.

2.