



Government of India  
Ministry of External Affairs  
Establishment Division  
MEA Residential Complex  
Chanakyapuri, New Delhi

Tender No. **Q/CPC/872/1/13**

**TENDER FOR PAINTING AND POLISHING OF COMMON AREAS AT 37-38, MEA RESIDENTIAL COMPLEX, DR. S. RADHAKRISHNAN MARG, CHANAKYAPURI, NEW DELHI – 110021**

**SECTION 1 - NOTICE INVITING E-TENDER**

On behalf of the President of India, Joint Secretary (Establishment), Ministry of External Affairs invites **online bids** under **02 BID SYSTEM** for painting and polishing of common areas 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.

Important Dates	
Date of publishing	30.01.2018 (1500 hrs.)
Bid Document Download Start Date	30.01.2018 (1500 hrs.)
Clarification Start Date	30.01.2018 (1500 hrs.)
Pre- bid meeting	05.02.2018 (1430 hrs.)
Bid Submission Start Date (online)	12.02.2018 (0900 hrs.)
Clarification End Date	20.02.2018 (1730 hrs.)
Bid Submission End Date (online)	21.02.2018 (1730 hrs.)
Date of Technical Bid Opening (online)	28.02.2018 (1100 hrs.)
Date of Financial Bid Opening (online)	<b>Will be published on CPP Portal after technical evaluation</b>
<ul style="list-style-type: none"><li>• <b>EMD</b> to be submitted in the form of Demand Draft in favour of “Pay &amp; Account Officer, Ministry of External Affairs, New Delhi” before ‘<u>Bid Submission End Date</u>’</li><li>• <b>Address for pre-bid meeting and EMD submission:</b> MEA Office, C-16, MEA Residential Complex, 37-38, Dr. S. Radhakrishnan Marg, Chanakyapuri, New Delhi – 110021</li><li>• <b>Contact details:</b> Administrative Officer(CPC), 011-20862089, 24108171; <b>email:</b> aocpc@mea.gov.in</li></ul>	

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.

**Vipin Tomar**  
Administrative Officer (CPC)

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## **SECTION 2 - AFFIDAVIT**

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

I/we..... Partner(s)/Legal  
Attorney/Proprietor(s)/Accredited Representative(s) of M/s ..... solemnly  
declare that :

2. I/we am/are submitting tender for **painting and polishing of common areas services** against Tender Notice No. **Q/CPC/872/1/13**.
3. I/we or our partners do not have any relative working in any office of Ministry of External Affairs, New Delhi.
4. All information furnished by me/us in respect of fulfillment of eligibility criteria and information given in this tender is complete, correct and true. All documents/credentials submitted along with this tender are genuine, authentic, true and valid.
5. My/our bid shall be valid for a period of 120 days from the last date fixed for the bid submission in accordance with the Bidding Documents and shall remain binding upon us and may be accepted at any time before the expiry of the period.
6. If my/our bid is accepted, I/we commit to submit a Performance Guarantee in accordance with the Bidding Documents.
7. The Price-Bid submitted by me/us is "WITHOUT ANY CONDITION".
8. If any information or document submitted is found to be false/incorrect, Ministry of External Affairs 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 or for any other reason.
10. All the workers provided by me/us would not have any employer-employee relation with the Ministry of External Affairs and thereby claim any regularization of their services or enhancement in their wages from Ministry.
11. All the workers provided by me/us will have their Bank Accounts and the payment of their salary will be made through these bank accounts. Besides, compliance of all prevalent labour laws/regulations, including minimum wages as revised from time to time by the Government, shall be solely my/our responsibility.
12. We will deploy only well-trained and police verified workers on the site.
13. We have modern equipment, latest technical expertise and sufficient manpower for carrying out the entrusted work.
14. We will use branded material only with quality up to the satisfaction of the Ministry.
15. I/we also accept all the terms and conditions of this bidding document and undertake to abide by them; including the condition that Ministry of External Affairs 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 :**

## **SECTION 3 - INTRODUCTION & SCOPE OF WORK**

### **3.1 Introduction**

The Ministry of External Affairs invites proposals for finalization of contractor for painting and polishing of common areas at 37-38, MEA Residential Complex, Dr. S. Radhakrishnan Marg, Chanakyapuri, New Delhi.

### **3.2 Scope of work**

The details of the job to be undertaken are as follows:

Sl. no.	Work description	Area (in square feet)
(i)	Removing dry or oil bound distemper by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete	90,000
(ii)	Painting with Plastic paint of approved brand and manufacture (Nerolac / Berger / Asian / Dulux) to give an even shade (minimum two coats of paint)	90,000
(iii)	French spirit polishing	2,400
(iv)	Painting with synthetic enamel paint of approved brand and manufacture (Nerolac / Berger / Asian / Dulux) of required colour to give an even shade	37,000

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

- i) The common area to be painted and polished may be seen at the site during the pre-bid meeting.
- ii) **Time Limit:** Work should be completed in a period of 2 months after signing date of agreement.
- iii) **Working Hours:** Working hours of the building will be from 9am to 5.30 pm.
- iv) **Estimated Cost Put to Tender:** Estimated cost of the work is Rs. 10.00 lakh only.

## **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.
- (b) **The bidder must be in existence for a minimum period of 5 years on 31/12/2017.**
- (c) Registration: The Bidder must be registered with the Income Tax and GST.
- (d) Experience: Assuming the estimated value of the work to be around Rs. Ten Lakhs, the bidder must have successfully completed one work of same nature of a value of Rs. 8,00,000/- or two works of same nature of value of Rs. 5,00,000/- each or three works of same nature of value of Rs. 4,00,000/- Lakhs each in the Central / State Govt Departments / Ministry's / Organizations of the Govt of India / State Govt / PSU's and reputed Private Organizations during the last five years.
- (e) Financial Status: The agency should have average financial turnover of **Rs. 10,00,000/-** (Rupees Ten Lakhs only) per annum for each of the last three financial years ending 31.3.2017.
- (f) The eligibility criteria related to turnover and prior experience [as mentioned in points (d) and (e) above] has been relaxed for all Startups (as defined by Department of Industrial Policy and Promotion) subject to their meeting of quality and technical specifications.
- (g) 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 in addition to others confirming the existence. 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(c), 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(d), attested copies of Satisfactory Work Completion Certificates (describing the nature and items of works) issued by the client Organizations/Offices, mentioning clearly the period during which services were provided along with annual/monthly value of the contract, 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(e), attested copy of the income tax return and audited balance sheets for the completed three financial years (and not assessment 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 Attorney/Authorisation – Firm's authorization for their representatives to bid on their behalf and sign all bid documents.
- (f) Company' profile.

## **SECTION 5 – OTHER TERMS AND CONDITIONS**

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

- a) **Tender Fee :** The tender document fee is exempted for all.
- b) **The Earnest Money Deposit (EMD)** of Rs.50,000/- 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 painting and polishing of common areas at CPC”, on or before the closing date and time of e-submission of online bids to Administrative Officer (CPC) failing which the bids will not be considered.
- c) 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 or Startups as recognised by Department of Industrial Policy and Promotion (DIPP).
- d) 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.
- e) The EMD of the successful bidder will be returned on receipt of Performance Guarantee.
- f) **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):**

- a) 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 signing the agreement. Performance Security should remain valid through the duration of work and defect liability period. No interest shall be paid on PSD
- b) Defect Liability Period: Defect liability period of the work/installations would be 12 months from the date of completion of work.
- c) 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.

- d) If the Contractor fails to provide the Performance Security Deposit (PSD) at the time of signing the agreement, 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.
- e) 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 Ministry, 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. In case of breach of contract or in the event of fulfilling the minimum requirements / statutory requirements, the Ministry shall have the right at any time to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the Service Provider and initiating administrative actions for black listing etc. solely at the discretion of the Ministry.

### **5.4. PAYMENTS**

- a) All payments shall be processed in Indian Currency by means of Electronic Clearance Service (ECS) within 30 days after satisfactory completion of the work and raising of bills. JS(Estt), Ministry of External Affairs will be sole authority to certify that the job has been done satisfactorily. Payment will be made once all the areas are painted and polished without a provision of any part payment or advance payment.
- b) The rates charged will be the same as quoted in the financial bid by the service provider.
- c) Ministry shall be entitled to deduct in accordance with applicable law, income tax or withholding tax or other deductions (as the case may be), from the payment made to the Service Provider, and the amount so deducted shall be deemed to be a payment made to the Service Provider.
- d) No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

### **5.5 FORCE MAJEURE**

- a) Notwithstanding the provisions of contract, the Service Provider(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.
- b) For Purposes of this clause, "Force Majeure" means an event beyond the control of the service provider and not involving its fault or negligence and not foreseeable. Such events may include but are not restricted to acts of the Ministry either in its sovereign or

contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- c) If a Force Majeure situation arises, the company shall promptly notify the Ministry in writing of such conditions and the cause thereof. Unless otherwise directed by the Ministry 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.
- d) The Ministry may terminate this contract, by giving a written notice of minimum 15 days if service provider is unable to timely perform a particular portion of the services.

## **5.6 PENALTY CLAUSE**

The Ministry shall be entitled to impose a penalty on account of any breach of the contract after providing an opportunity to the Service Provider to rectify or taking remedial action to rectify the breach of contract within stipulated time and the Service Provider having failed to do so. The penalty shall be upto the amount of performance guarantee upon the Service Provider weighing the gravity of breach, violation or contravention of the terms and conditions contained in the agreement. Service Provider may use as many workers as needed to finish the job in time as a penalty of Rs. 1,000/- per day may be charged for delay in finishing the work.

## **SECTION 6 - INSTRUCTIONS TO BIDDERS**

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

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

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

### **REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder 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.

**Note:** *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

## **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 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787, email: [support-eproc@nic.in](mailto:support-eproc@nic.in).**

## **SECTION 7 - TECHNICAL BID**

Cover-I (Technical Bid) (following documents to be uploaded online in .pdf format)		
<b><i>Sl. No.</i></b>	<b><i>Document</i></b>	<b><i>File Type</i></b>
1	Contact Details Form (Form-I in Section 9)	.pdf
2	EMD of Rs. 50,000/- (scanned copy is to be uploaded and original to be submitted in person)	.pdf
3	Scanned copy of Affidavit (Section - 2)	.pdf
4	Certified copy of PAN	.pdf
5	Certified copy of GST Registration	.pdf
6	Certified copies of Registration and Incorporation particulars of Company as per 4.1 (b) (Proof of existence for a minimum period of 5 years as a legally valid entity)	.pdf
7	Proof of minimum work experience as stipulated in 4.1 (d)	.pdf
8	Certified copies of last three years returns ending 31.03.2017 from Income Tax Department (Financial Years of 2014-15, 2015-16 & 2016-17)	.pdf
9	Attested copy of the audited balance sheets for the completed three financial years of 2014-15, 2015-16 and 2016-17.	.pdf
10	Financial Capacity Form (Form-II in Section 9) duly certified by company auditor (Proof of minimum turnover)	.pdf
11	Power of Attorney/ Authorization for signing the bid documents.	.pdf
12	Company Profile	.pdf

## SECTION 8 - FINANCIAL BID

The table below given is only for reference purpose. Financial Bid to be submitted online SEPARATELY in following format which is available online.

<input type="button" value="Validate"/> <input type="button" value="Print"/> <input type="button" value="Help"/>		Item Rate BoQ						
Tender Inviting Authority: Joint Secretary (Establishment)								
Name of Work: Painting and Polishing of common areas at MEA Residential Complex, Chanakyapuri, New Delhi								
Contract No: Q/CPC/872/01/2013								
Name of the Bidder/ Bidding Firm / Company :								
<b>PRICE SCHEDULE</b> (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 #	NUMBER	TEXT #	NUMBER #	NUMBER	NUMBER	NUMBER	TEXT #
Sl. No.	Work Description	Area (in square feet)	Units	BASIC RATE in Figures To be entered by the Bidder per square foot (WITHOUT TAXES) in	Total GST/Taxes to be entered by the bidder in Rs. P	TOTAL AMOUNT WITHOUT TAXES in Rs. P	TOTAL AMOUNT WITH TAXES	TOTAL AMOUNT in Words
1	2	4	5	7	14	8	9	10
1	Common area painting and polishing							
1.01	Removing dry or oil bound distemper by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc.	30000	Square Feet			0.00	0.00	INR Zero Only
1.02	Painting with plastic paint of approved brand and manufacture (Nerolac/ Berger/ Asian/ Dulux) to give an even shade (minimum two coats of paint)	30000	Square Feet			0.00	0.00	INR Zero Only
1.03	French Spirit Polishing	2400	Square Feet			0.00	0.00	INR Zero Only
1.04	Painting with synthetic enamel paint of approved brand and manufacture (Nerolac/ Berger/ Asian/ Dulux) of required colour to give an even shade	37000	Square Feet			0.00	0.00	INR Zero Only
<b>Total in Figures</b>						<b>0.00</b>	<b>0.00</b>	INR Zero Only
<b>Quoted Rate in Words</b>						<b>INR Zero Only</b>		

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

## **SECTION 9 – FORMS**

### **Contact Details (Form-I)**

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

### **Financial Capacity Form (Form-II)**

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

Financial Years	2014-15	2015-16	2016-17
Gross Annual Turnover			
Profit/Loss			

**Signature of Chartered Accountant with Seal**

**Signature of Bidder(s)**

## SECTION 10 - SPECIMEN AGREEMENT

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

#### SERVICE AGREEMENT

This agreement has been executed at New Delhi on ..... day of ..... between the President of India, represented by the Ministry of External Affairs, Government of India, represented by Joint Secretary(Establishment) (hereinafter referred to as “Ministry”) and M/s ..... (hereinafter referred to as “Service Provider”) Which expression shall unless repugnant to the context or meaning thereof will mean and include its successors and assigns of the other part, represented here in by Shri .....

#### WHEREAS

The Service Provider is inter alia engaged in the business of providing painting and polishing 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 painting and polishing of common areas at 37-38, MEA Residential Complex, Dr. S. Radhakrishnan Marg, Chanakyapuri, New Delhi -110021 shall be completed within stipulated time of two months from the date of signing of the agreement.
- 2.

Validate   Print   Help			Item Rate BoQ						
Tender Inviting Authority: Joint Secretary (Establishment)									
Name of Work: Painting and Polishing of common areas at MEA Residential Complex, Chanakyapuri, New Delhi									
Contract No: Q/CPC/1872/01/2013									
Name of the Bidder/ Bidding Firm / Company :									
<b>PRICE SCHEDULE</b>									
(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 #	NUMBE	TEXT #	NUMBER #	NUMBER	NUMBER	NUMBER	NUMBER	TEXT #
Sl. No.	Work Description	Area (in square feet)	Units	BASIC RATE In Figures To be entered by the Bidder per square foot (WITHOUT TAXES) in	Total GST/Taxes to be entered by the bidder in Rs. P	TOTAL AMOUNT WITHOUT TAXES in Rs. P	TOTAL AMOUNT WITH TAXES		TOTAL AMOUNT In Words
1	2	4	5	7	14	8	9		10
1	Common area painting and polishing								
1.01	Removing dry or oil bound distemper by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc.	30000	Square Feet			0.00	0.00		INR Zero Only
1.02	Painting with plastic paint of approved brand and manufacture (Nerolac/ Berger/ Asian/ Dulux) to give an even shade (minimum two coats of paint)	30000	Square Feet			0.00	0.00		INR Zero Only
1.03	French Spirit Polishing	2400	Square Feet			0.00	0.00		INR Zero Only
1.04	Painting with synthetic enamel paint of approved brand and manufacture (Nerolac/ Berger/ Asian/ Dulux) of required colour to give an even shade	37000	Square Feet			0.00	0.00		INR Zero Only
Total in Figures						0.00	0.00		INR Zero Only
Quoted Rate in Words						INR Zero Only			

The Service Provider shall do the painting and polishing of common areas at MEA Residential Complex, Chanakyapuri, New Delhi at the following rates:-

3. The Service Provider shall use branded material only with quality up to the satisfaction of the Ministry keeping in view the dignity of the residence.
4. Service Provider will take sworn affidavit from its workers to be engaged by him for the above said work clearly stating that they are working for the Service Provider and not for the Ministry, and hence 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.
5. The workers deputed by the Service Provider shall not have any Police records/criminal cases against them. Their antecedents should be pre-verified by the Police authorities and such report shall be submitted to the Ministry by the Service Provider. 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.
6. The worker should not be below the age of 18 years. The Service Provider will be responsible to follow all relevant labour laws and regulations prevailing at the time.
7. The Service Provider shall ensure proper conduct of workers at the premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
8. The Service Provider shall provide a Performance Guarantee of Rs. ....../- at the time of signing this agreement and this performance guarantee will be released on the expiry of the defect liability period. Each job done will carry a defect liability period of twelve months from the date of completion of job. No interest will be paid on the amount of Performance Guarantee.
9. 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 Ministry will not be liable to pay any damages or compensation/claim (to workers or any third party) 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.
10. The quotation submitted by the Service Provider will remain an integral part of this agreement and the Service Provider will be bound to all conditions mentioned in the bid document/tender document.
11. All communication will be done by written letter addressed to Service Provider's office or through e-mail address which is < .....>.
12. The contract shall be valid for two months and the painting and polishing job should be completed within stipulated time of two months.

### 13. Penalty Clause

The Ministry shall be entitled to impose a penalty on account of any breach of the contract after providing an opportunity to the Service Provider to rectify or taking remedial action to rectify the breach of contract within stipulated time and the Service Provider having failed to do so. The penalty shall be upto the amount of performance guarantee upon the Service Provider weighing the gravity of breach, violation or contravention of the terms and conditions contained in the agreement. Service Provider may use as many workers as needed to finish the job in time as a penalty of Rs. 1,000/- per day may be charged for delay in finishing the work.

### 14. Force Majeure

- a) Notwithstanding the provisions of contract, the Service Provider(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.
- b) For Purposes of this clause, "Force Majeure" means an event beyond the control of the service provider 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.
- c) 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.
- d) The MEA may terminate this contract, by giving a written notice of minimum 15 days if service provider is unable to timely perform a particular portion of the services.

### 15. Payments

- a) All payments shall be processed in Indian Currency by means of Electronic Clearance Service (ECS) within 30 days after satisfactory completion of the work and raising of bills. JS(Estt), Ministry of External Affairs will be sole authority to certify that the job has been done satisfactorily. Payment will be made once all the areas are painted and polished without a provision of any part payment or advance payment.
- b) The rates charged will be the same as quoted in the financial bid by the service provider.
- c) Ministry shall be entitled to deduct in accordance with applicable law, income tax or withholding tax or other deductions (as the case may be), from the payment

made to the Service Provider, and the amount so deducted shall be deemed to be a payment made to the Service Provider.

- d) No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

16. Termination of Contract

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.

17. Arbitration Clause

- a) All differences relating to the work under the contract shall be resolved amicably between the parties. If the difference remains unresolved for a period of 15 days, it shall be referred to the arbitration.
- b) 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.
- c) The authority to appoint the arbitrators shall be the International Centre for Alternative Dispute Resolution.
- d) 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.
- e) The language of the arbitration proceedings shall be English.

18. 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 & signed 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

For M/s .....

Name (.....)  
Title: Joint Secretary, Establishment

Name (.....)  
Title: (.....)

WITNESS:

WITNESS: