

सत्यमेव जयते

**Ministry of External Affairs
(CPV Division)**

...

No.01/CIPPS/ADMN/2015

10th November, 2015

CORRIGENDUM

e-Tender for "providing product packing, end to end courier service, delivery with acknowledgement to Indian Missions/Posts abroad 2015"

The bid shall be submitted online only at Central Public Procurement Portal Website :

<http://eprocure.gov.in/eprocure/app> - Manual bids shall not be accepted

**Deputy Secretary (CPV-C)
Room No.6, Patiala House Annexe
Tilak Marg, New Delhi-110001
Tel. No.23382658
Email id : uscpvc@mea.gov.in**

सत्यमेव जयते


Government of India
Ministry of External Affairs
CPV Division
1st Floor, Room No.6, Patiala House Annexe
Tilak Marg, New Delhi-110001

E-NOTICE INVITING TENDER FOR "PROVIDING PRODUCT PACKING, END TO END COURIER SERVICE, DELIVERY WITH ACKNOWLEDGEMENT TO INDIAN MISSIONS/POSTS ABROAD, 2015"

Tender No:01/CIPPS/ADMN/2015	DATED: 05.11.2015
<u>Important Dates</u>	
Published Date	05.11.2015
Bid Document Download Start Date	10.11.2015 (1730 hrs.)
Clarification Start Date	12.11.2015 (1000 hrs.)
Clarification End Date	18.11.2015 (1200 hrs.)
Bid Submission Start Date (online)	18.11.2015 (1400 hrs)
Bid Submission End Date (online)	30.11.2015 (1400 hrs)
Date of Technical Bid Opening (online)	04.12.2015 (1500 hrs)

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

(Sanjiv Aggarwal)
Deputy Secretary (CPV-C)
Room No.6, Patiala House Annexe,
Tilak Marg, New Delhi-110001
Tel No.: 23382658
Email id: uscpvc@mea.gov.in



E-NOTICE INVITING TENDER (NIT)

1. Online bids are invited from the reputed authorized courier agencies/ contractors/ firms to provide **product packing, end to end courier service, delivery with acknowledgement to Indian Missions/Posts abroad** initially for a period of two years.

2. **The two bid system (Technical & Financial) shall be followed for this tender_**

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

3.1.1 The Technical Bid shall contain the photocopies of the following documents, duly attested by a Gazetted Officer, in the absence of which Tender Bid shall be summarily/outrightly rejected and will not be considered any further:

3.1.1.1 The copy of PAN/GIR number of the bidding firm.

3.1.1.2 Earnest Money Deposit of Rs.3,00,000/- (Rupees Three Lakh only) in the form of Demand Draft/ Pay Order from a Commercial Bank in favour of "**Pay & Accounts Officer, Ministry of External Affairs, New Delhi**", payable at New Delhi. (**scanned copy**). The original hard copy of EMD is required to be submitted in a sealed envelope superscribed "**Tender For Providing product packing, End to end courier service, Delivery with acknowledgement to Indian Missions/Posts abroad, 2015**

3.1.1.3 The Bidder should be registered with Service Tax Department. Self-attested copy of the, Registration Number / Certificate issued by the Service Tax Department along with the EMD should accompany the Technical Bid.

3.1.1.4 **Technical requirements for the tendering company**

The Bidder should fulfill the following technical specifications:

1. The Registered Office or one of the Branch Offices of the Bidder Company should be located either in Delhi/ New Delhi or in any of the satellite towns of Delhi.
2. The Bidder should be registered/incorporated under the Indian Companies Act.
3. Bidder should have at least three years experience in providing courier service to private and/or public sector Company/Banks and Government Departments etc.
4. Bidder should have its own Bank Account.
5. Bidder should be registered with Income Tax and Service Tax departments.
6. The Bidder should have completed at least one service contract of value not less than Rs. one crore per annum or completed at least two service contracts of value not less than Rs. 50 lakh each per annum related to providing courier service in a single contract.

7. The Bidder must have a turnover of Rs.5 crore per year during the last three financial years.
8. The Bidder shall submit affidavit stating that the Company is not / has not been black listed by Central/State Government / any PSU.
9. **Non compliance with any of the above conditions by the Bidder Company will amount to non-eligibility for the services for which tender has been floated and its tender will be ignored summarily.**

- i. Technical Bids of only those Bidders shall be opened whose tender fee and EMD draft found to be in order and have not withdrawn their Bids.

However, the MEA reserves the right to call for additional information from the Bidders to fully establish their eligibility. Such information should be submitted within the time frame as set by the MEA, otherwise the Bid may not be considered for further evaluation.

- ii. Technical Bids will be evaluated to examine the eligibility of the Bidders as per the tender specifications. Bids, not satisfying the eligibility criteria will be rejected.
- iii. The EMD in respect of the bidders which does not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned without any interest.
- iv. The Earnest money deposit can be forfeited if a Bidder :
 - (a) Withdraws its Bid during the period of Bid validity
 - (b) Does not accept the correction of errors
 - (c) In case of successful bidder, fails to sign the contract within the stipulated time.

4. Submission of online bids :

- 4.1 The bid shall be submitted online only at Central Public Procurement Portal Website : <http://eprocure.gov.in/eprocure/app>
Manual bids will not be accepted under any circumstances
- 4.2 **The online bids (complete in all respect) must be uploaded online in Two covers (Technical & Financial bids) as explained below :**

TECHNICAL BID

**Technical Bid for providing product packing,
end to end courier service, delivery
with acknowledgement to Indian Missions/Posts abroad, 2015"**

Cover 1 – (Technical Bid)

(following documents to be uploaded online in .pdf format (Annexure I))

Sl.No.	Document	File Type
1.	Name of the Bidder (Attach certificates of registration with a brief profile of the company)	.pdf
2.	Name of Proprietor/Director of Company	.pdf
3.	Full address of Registered Office with Telephone No., FAX and E-Mail	.pdf
4.	Full address of operating/ Branch Office with Telephone no., FAX and E-Mail.	.pdf
5.	Banker of the bidder with full address (Attach certified copy of statement of A/C for the last three years)	.pdf
6.	PAN/GIR No. (Attach attested copy)	.pdf
7.	Service Tax Registration No. with Certificate issued by Service Tax Department (Attach attested copy).	.pdf
8.	Documents showing completing at least one service of value not less than Rs. one crore per annum or at least two services of value not less than Rs. 50 lakh each per annum related to providing courier service in a single contract.	.pdf
9.	Document showing the Company having turn over of Rs.5 crore per year during the last three financial years	.pdf
10.	Give details of the major similar contracts/assignments in providing courier service by the bidder on behalf of Private Sector Company/PSUs/Banks and Government Departments during the last three years. (Attach attested copy of work orders).	.pdf
11.	Affidavit stating that the company is / has not been black listed by Central/State Government / PSU (Attach copy) in the last three years nor should have any litigation pending with any of Government Departments.	.pdf
12.	Declaration about Fraud and corrupt practices (Duly signed & attested as given in the Tender Document – Annexure-III-A and III-B)	.pdf
13.	List of other clients	.pdf
14.	Particulars of EMD of Rs. 3,00,000/- (Rupees Three Lakhs only) viz. DD no., Date, Name of bank and amount, payable at Delhi.	.pdf
15.	Particulars of the payment of the tender document cost.	.pdf

Cover 2 – (Financial Bid)

(to be submitted in BOQ format online)

1.	Financial bid as per Annexure II of this tender document	.xls
2.	Date & time for opening of Financial Bid for technically qualified bidders	To be decided and intimate later.
3.	Validity of tenders/bid	90 days from the date of opening of tenders

FINANCIAL BID

(Bid to be submitted online in prescribed BOQ.XXXXX format along with the Tender document)

Tender Inviting Authority : CPV Division, Ministry of External Affairs
Name of work : Desk-to-Desk Courier Services for Printed Secure Documents by Air from Ministry of External Affairs to the Indian Missions/ Posts abroad daily/ twice/ thrice/ weekly or as per requirement of MEA
Contract No.01/CIPPS/ADM/2015
Bidder Name
Price Schedule : (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)

.Rates all in Rs.

Weight	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6			
Upto 500gm									
Additional upto 500gm									
Total for 500gm+addl 500gm for zone	Z1	Z2	Z3	Z4	Z5	Z6			
$M1 = 0.25 * Z1 + 0.05 * Z2 + 0.30 * Z3 + 0.10 * Z4 + 0.20 * Z5 + 0.10 * Z6$									
L 1- Minimum of M1									
	Zone 1	North American Countries							
	Zone 2	South American Countries							
	Zone 3	European Countries							
	Zone 4	African Countries							
	Zone 5	Australia & Asian Countries							
	Zone 6	Gulf Countries							

- All the rates should be inclusive of packing charges
- Any applicable Govt. levies viz. service tax, work tax, etc.(as mentioned in **Payment sub clause 15.3**) should be mentioned in the tender bid.

4.3 Tenderer/Bidders are advised to follow the instructions provided in the 'Instruction to Tenderer' specified at Annexure-V of this Tender document for e-submission of the bids online through Central Public Procurement Portal Website:

<http://eprocure.gov.in/eprocure/app> before proceeding with the tender.

- 4.4 All documents as per tender requirement shall be uploaded online through Central Public Procurement Portal Website : <http://eprocure.gov.in/eprocure/app> and further **no documents will be accepted offline.**
- 4.5 Bidders not submitting any of the required documents online will be summarily rejected
- 4.6 Both technical and financial bid are to be submitted concurrently duly digitally signed on the Central Public Procurement Portal
- 4.7 The bidders shall have a valid digital signature certificate for participation in the online tender. The cost of digital signatures, if any, will be borne by respective tenderer
- 4.8 Prospective bidders are accordingly advised to go through instructions provided at Central Public Procurement Portal
- 4.9 The original hard copy of **Earnest Money Deposit (EMD)** of Rs. 3,00,000/- (Rupees three lakh only) in the form of Demand Draft / Pay Order in favour of **"Pay & Account Officer, Ministry of External Affairs"** is also required to be submitted in a sealed envelope superscribed **"Tender For Providing product packing, End to end courier service, Delivery with acknowledgement to Indian Missions/Posts abroad, 2015"**. Failing which the bids will not be considered.
- 5 **Financial Bid:-** The bidder must submit their financial bid in the prescribed format (BOQ.XXXX File) – specified at **Annexure II** 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. 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 the bidder, the bid will be rejected. The bidders are strictly advised to refrain from quoting unrealistic prices, at which they may not make supplies later;
6. **Critical Dates:- Given in page one of the Tender document**
7. **Extension of last date at the Discretion of the Ministry:-** The Ministry, may in its discretion extend the last date for e-submission of the online bids and such extension shall be binding on all the Bidders. Addendum/Corrigendum, if any in this regard, will be published on the Ministry of External Affairs' website: www.mea.gov.in, <http://passportindia.gov.in> and Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app>
8. **Opening of Technical Bid & Financial Bid:-**
 - 8.1 Online bids (complete in all respect) received along with demand draft of EMD (Physically) will be opened as per stipulated time and date indicated in para 6 of the tender document in presence of bidders representative, if available at Conference Room, CPV Division, Patiala House Annexe, Ministry of External Affairs, Tilak Marg, New Delhi-110001. Bid received without EMD will be rejected straightaway.

- 8.2 A duly constituted committee will evaluate eligibility criteria of bidders.
- 8.3 Technical bid of only those bidders, whose bids are declared eligible by the committee, will be evaluated.
- 8.4 It shall be noted that required documents submitted online along with the technical bid will be perused/examined and in case of any deficiency, the technical bid will be rejected and financial bid will not be opened;
- 8.5 After scrutiny of technical bids, the Ministry shall shortlist the eligible bidders and inform them of the date and time of opening of the Financial Bids (Preferably by E-mail);
- 8.6 The representatives of the bidders willing to attend tender opening process will have to submit a letter of authorisation to this effect;
- 8.7 In case the date of opening of tender is declared a holiday for unexpected reasons, the tender shall be opened same time on the next working day;
- 8.8 Bids shall be summarily rejected, if it is received other than online through Central Public Procurement Portal;
- 8.9 The bidder shall bear all costs associated with the preparation and submission of its bid. MEA will in no case be responsible or liable for those costs, regardless of the outcome of the tendering process.
- 8.10 At any time prior to the last date for receipt of bids, MEA, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Tender Document by an amendment. The amendment will be notified in writing by Fax or by Email to all prospective bidders who have received the Tender Document and such amendment will be binding on them. In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, MEA may, at its discretion, extend the last date for the receipt of Bids. No bid may be modified subsequent to the last date for receipt of bids. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified in the tender. Withdrawal of a bid during this interval may result in forfeiture of bidder's EMD.
- 8.11 MEA will not be responsible for any delay in obtaining the terms and conditions of the tender or submission of the tender document
- 8.12 The offers submitted through Telegram/fax/email or any manner other than specified in this tender will not be considered for bidding process and shall be summarily rejected. No further correspondence will be entertained on this matter.
- 8.13 When deemed necessary, MEA may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substance of the tender submitted or price quoted. This would also not mean that their quotation has been accepted.

- 8.14 The duly constituted Committee may, at its own discretion, decide to inspect the Bidder's office premises to evaluate and ascertain the details as furnished by the bidder in the basic bid and bidder's competence to perform the offered services. All expenses incurred on such inspection will be borne by MEA.
- 8.15 MEA may waive any minor infirmity or non-conformity in a bid, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- 8.16 Alterations, if any, in the tender should be attested properly by the bidding bidder, failing which the tender is liable to be rejected.
- 8.17 MEA will open the financial bid of only those bidders, whose EMD and eligibility criteria are in order.
- 8.18 Conditions mentioned in the tender of bidders will not be binding on MEA. If any specific condition is to be accepted it should be specifically mentioned in the tender itself. All the terms and conditions for the dispatch services, payment terms, penalty etc. will be as those mentioned herein and no change in the terms and conditions will be acceptable: Any deviation will lead to rejection of the quotation. Alterations, if any, in the tender should be attested properly by the authorized signatory of the tendering firm, failing which the tender is liable to be rejected.
- 8.19 The rates in Indian Rupees should be quoted as per locations given in the **Annexure-II: Financial Bid**, inclusive of all applicable taxes.
- 8.20 The rates are to be quoted for desk-to-desk transportation of the consignment on per kilogram basis for the entire lot for all destinations. In case of any loss, damage/shortage, wrong/ non-delivery of consignment, the entire cost of the consignment will be recovered from the cargo / transport bidder from security deposit / pending bills or otherwise or by raising a claim.
- 8.21 Arithmetical error will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the bidder does not accept the correction of the errors, its bid will be rejected and EMD forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 8.22 The quotation / rates for different items are to be quoted separately.

Evaluation of Bids

- 8.23 The **Technical Bid** containing the EMD and Eligibility Criteria only will be opened in the first instance in the presence of Bidder's representative. In case the Technical Bid is not accompanied by listed documents, the bid will be summarily rejected. Financial bids of only those bidders, whose documents as above are found in order, will be opened on a specified date. Only one representative on behalf of each Bidder would be allowed to attend the opening.

Evaluation of Financial Bids

- 8.24 Bidders should submit Financial bids as per **Annexure-II** and must quote rates which has quoted the lowest rate in **Annexure -II** after applying the formula ($M1= 0.25*Z1 +0.05 *Z2+0.30*Z3+0.10* Z4+0.20* Z5+0.10*Z6$). However, L 1 has to agree to the lowest rates for all the zones quoted by the responding bidders.
- 8.25 **There will be no negotiations regarding the financial/ commercial bids.**
- 8.26 MEA shall however not bind itself to accept the lowest and/or any bid and reserves the right to accept and/or reject any bid, wholly or in part, without assigning any reason.
9. **Validity of Bid:-** The bids shall be valid for a period of 90 days from the date of opening of bids. A bid for a shorter period of validity shall stand rejected;
10. **Validity :-** The rates quoted by the successful bidder shall be valid for a period of two years after the award of the contract in the first instance. The contract may be extended for a further period of maximum one year depending upon the need of the project, provided the requirement of the Ministry for packing and courier services to the Indian Missions/Posts abroad persists at that time or may be curtailed / terminated before the contract period owing to deficiency in service or substandard quality of service. The Ministry, however, reserves the right to terminate this initial contract at any time after giving one month's notice to the selected service providing Company.
11. **Non transferability:-** This tender is non transferable. The incomplete and conditional tenders will be summarily rejected;
12. **Non-withdrawal of Bids:-** No bidders will be allowed to withdraw after e-submission of bids/ opening of the tender; otherwise the EMD submitted by the firm will be forfeited;
13. **Basis of awarding the contract:-**
- 13.1 The contract shall be awarded on the basis of the lowest quote for each item.
- 13.2 If two or more bidders have offered the same rate, the Ministry reserves the right to classify all such bidders as lowest and divide the purchase order suitably between them;
- 13.3 During the period, no request for increase in quoted rates shall be accepted under any circumstances;
14. **Performance Security :**
- 14.1 The successful bidder who is awarded the contract shall deposit Performance Security valid for a period of 60 days beyond the date of

completion of all contractual obligations for an amount equivalent to seven point five percentage (7.5%) of the value of the contract to ensure due performance of the contract. The Performance Security may be furnished in the form of a account payee Demand Draft, Fixed Deposit Receipt from a Commercial Bank, Bank Guarantee from a Commercial Bank in favour of **"Pay & Accounts Officer, MEA, New Delhi"** safeguarding the Ministry of External Affairs interest in all respects.

- 14.2 In case of bidders, whose tender is not considered, the Earnest Money Deposit will be refunded as early as possible. If the bidder is not able to fulfill the terms and conditions of the contract within the specific period, the security deposit will be forfeited in full. No interest will be payable for the EMD/Security Deposit.

15 Payment

- 15.1 A pre-receipted bill in triplicate in the name of **"CPV Division, Ministry of External Affairs, Patiala House, New Delhi"** shall be submitted soon after the completion of work as per contract on monthly basis. Payment of 100% of the bills will normally be made as early as possible after the submission of bills along with proof of delivery (PODs) only.
- 15.2 MEA reserves the right to deduct amount from the bill as may be considered reasonable for unsatisfactory / delayed execution of the work. The decision of MEA will be final in this regard.
- 15.3 All the Government levies like octroi, road tax, entry tax, Aviation fuel surcharge etc. will be reimbursed on receipt of original documents/receipts as per the actual and to be quoted in the Financial Bid as applicable on that date.

16 Penalty

- 16.1 If the consignment is delayed beyond seven days for US, Middle East, Scandinavian and European Countries and ten days for the remaining countries from the date of receipt of consignment by bidder, courier charges for that particular consignment will be deducted from the bills.
- 16.2 Any extra expenditure for getting the work done from other empanelled bidders / open market due to the failure of the bidder to provide support within the scheduled time will be recovered from the bidder through Security deposit or pending bills or other dues if any or by raising claims.
- 16.3 In case of loss, damage, pilferage etc. of consignments booked under Courier in transport (Cargo) services for non-commercial documents, Courier /Transport (Cargo) Bidder will be liable for payment of the cost of the document on the declared value of invoice.

17 Scope of Work

- 17.1 Any Bidder who does not accept the contract after award in their favour would

be debarred for future participation in MEA tender bids for a period of 3(Three) years, besides their EMD/ security deposit shall be forfeited.

- 17.2 The bidder should not assign or sublet the empanelment or any part to any other party in any form.
- 17.3 The schedule to be given for above services at site is to be strictly adhered to in view of the strict time schedule for implementation of various Projects of MEA.
- 17.4 The contract to be signed is required for certain important time bound projects of the Government of India, being executed by MEA. Therefore, bidder should be also able to fulfill the terms of the contract/work orders, as time is of essence in this contract. If the bidder fails to do so within the specific period, MEA will have the right to cancel the order/contract and EMD/Security money will also be forfeited. In that event, MEA may get the same services from any other panel bidder or alternate source and the cost difference, if any, will be recovered from their EMD/Security Deposit who could not fulfill the contract.
- 17.5 The entire work for preparing the packing material will have to be done free of cost by the courier bidder at "Central Indian Passport Printing System" (CIPPS), Patiala House, MEA, New Delhi.
- 17.6 All the packages must be strong enough, easy to pack and unpack, and water proof. On each box, dimensions of the box/addresses etc. would be written by the bidder.
- 17.7 The Packing material to be used should be of standard quality. Packing material of sub-standard quality will not be allowed to be used for packing and same shall be taken back by the bidder at its own cost.
- 17.8 All the consignment will have to be picked up from CIPPS, Patiala House, Ministry of External Affairs, New Delhi or any other destination as specified by the Ministry as and when required for safe delivery to all Indian Missions/ Posts all over the world.
- 17.9 In case of loss of consignment(s) due to fire, theft, accident or natural calamity, wrong delivery, damage etc. during transit, Courier/ Cargo Bidder will provide Statement of Facts and issue a certificate of facts to the Ministry of External Affairs. All the responsibility of the safe delivery will lie with the bidder. In the event of any loss of the item, the cost of the same will be recovered from the bidder's Invoices/ security deposit.
- 17.10 The Proof of Delivery (POD) will have to be obtained on the delivery with valid seal and signature with date of the authorized concerned person and POD has to be submitted to MEA along with the bills for releasing the payment.
- 17.11 The selected bidder shall not outsource the work to any other associate/ franchisee/third party under any circumstances. If so

happens then MEA shall impose sanctions which shall include: forfeiture of the security deposit, and termination of the Contract for default as mentioned in 17.2 and 17.3.

- 17.12 The selected bidder will have to execute a 'Non-Disclosure Agreement' with the Ministry of External Affairs to maintain secrecy and confidentiality of the work allotted. The 'contract shall be valid for a period of two years and extendable for another year on mutually agreeable terms & conditions.

18. Miscellaneous

- 18.1 Any effort by a bidder to influence MEA's bid evaluation process, bid comparison or contract award decisions is liable to result in the rejection of the bidder's bid and also forfeiture of the concerned bidder's EMD.
- 18.2 MEA reserves the right to accept any bid, and to cancel/abort the Tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder(s), of any obligation to inform the affected bidder(s) of the grounds for MEA's action and without assigning any reasons.
- 18.3 The selected bidder shall not, without MEA's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample of information furnished by or on behalf of MEA in connection therewith, to any person other than a person employed by the bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 18.4 If the selected bidder is not able to fulfill its obligations under the contract which includes non-completion of the work, MEA reserves the right to accomplish the work through another bidder. Any costs, damages etc. resulting out of the same shall have to be borne by the selected bidder, which can be recovered from his bills or sending a claim.
- 18.5 Printed terms and conditions of the bidders will not be considered as forming part of the tender. Any award of the contract to successful bidder is exclusively subject to the terms of this tender only. In case terms and conditions of the contract applicable to the Invitation of Bid are not acceptable to any Bidder, he should clearly specify deviation in its tender and seek written approval of MEA to such deviation, for it to be legally valid.
- 18.6 MEA may, by one month advance written notice to the selected Bidder, terminate the work order and/or the Contract, in whole or in part at any time at its convenience. The notice of termination shall specify that termination is for MEA's convenience, the extent to which performance of work under the work order and for the Contract is terminated, and the date upon which such termination becomes effective. MEA reserves the right to:
- a) have any portion completed at the work order and/or the Contract terms and prices; and/or

- b) cancel, the remainder and pay to the selected Bidder an agreed amount for partially completed services.
- 18.7 The decision of MEA arrived at as above will be final and no representation of any kind will be entertained on the above. Any attempt by any bidder to bring pressure of any kind shall disqualify the bidder for the present tender, and the bidder may be liable to be debarred from bidding in MEA's tenders in future for a period of three years.
- 18.8 In the event of the Bidder's Company or the concerned Division of the Company is taken over / bought over by another company, all the obligations under the agreement with MEA, should be passed on for compliance by the new company / new Division in the negotiation for their transfer. A written intimation of such change in ownership/management shall be made to MEA.
- 18.9 All panel bidders automatically agree with MEA for honouring all aspects of fair trade practices in executing the orders placed by MEA.
- 18.10 Any other terms & condition, mutually agreed to prior to finalization of the contract shall be binding on the selected bidder.
- 18.11 MEA stands absolved for any liability on account of death or injury sustained by the Bidder employee(s) during the performance of this empanelment and also for any damages or compensation due to any dispute between the bidder and its employee(s).
- 18.12 The bidder will indemnify MEA of all its legal/ contractual obligations to its staff deputed to work.
- 18.13 MEA reserves the right to modify and amend any of the above stipulated condition/criteria depending upon project priorities vis-a-vis urgent commitments. MEA also reserves the right to cancel this tender without assigning any reason therefor.

19. Termination for Insolvency

MEA may at any time terminate the work order/agreement by giving written notice of one month to the selected Bidder, without any compensation to the selected Bidder, if the selected Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to MEA.

20 Force Majeure

- 20.1 Force majeure clause shall mean and be limited to the following in the execution of the contract/purchase orders placed by MEA:-
- War / armed hostilities.
 - Riots or Civil commotion.
 - Earthquake, flood, tempest, lightning or other natural disaster.

- Restriction imposed by the Government or other statutory bodies, which is beyond the control of the bidders, which prevents or delays the execution of the order by the supplier.

20.2 The bidder shall advise MEA in writing, duly certified by the local Chamber of Commerce, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of events as listed in the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, MEA reserves the right to cancel the order without any obligation to compensate the bidder in any manner for whatsoever reason.

21 Termination for default

a) Default on the part of bidder is said to have occurred

- (i) if the bidder fails to deliver any or all of the services within the time period(s) specified in the work order or any extension thereof granted by MEA.
- (ii) if the bidder fails to perform any other obligation(s) under the contract / Agreement.

b) If the bidder, in either of the above circumstances, does not take remedial steps within a period of 15 days after receipt of the default notice from MEA (or takes longer period in spite of what MEA may authorize in writing), MEA may terminate the contract / work order in whole or in part. In addition to above, MEA may at its discretion also take the following action:

MEA may complete the tasks, upon such terms and in such manner, as it deems appropriate, and the defaulting vendor shall be liable to compensate MEA for any extra expenditure involved in this regard complete the scope of work in totality.

22. Arbitration

MEA and the successful bidder shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the purchase order or the terms of the contract awarded. If any dispute shall arise between parties on aspects not covered by this contract, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, which cannot be settled amicably, such disputes shall be referred to a sole arbitrator, to be appointed by the parties in consultation with each other and the award of the sole arbitrator shall be final and binding on the parties. The sole arbitrator, with the consent of parties, may modify the time frame for making and publishing the award. Such arbitration shall be governed in all respects by the provision of the Arbitration and Conciliation Act, 1996

or later and the rules there under and any statutory modification or re-enactment, thereof. The costs of arbitration should be borne by the parties equally unless otherwise ordered by the arbitrator. The arbitration proceedings shall be held in New Delhi, India.

23. Applicable law

The contract and work order shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings.

ANNEXURE-III-A

DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES

- (i) We certify that in last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
- (ii) We declare that:
- a) we have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Section B of Fraud and Corrupt Practices of the Terms and Conditions of the document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State; and
 - b) we have taken steps to ensure that in conformity with the provisions of Section B of Fraud and Corrupt Practices of the Terms and Conditions of the document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- (iii) We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- (iv) We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
- (v) We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors / managers / employees.

Signature; Name & Designation with office Seal

ANNEXURE-III-B

DECLARATION

I, _____ Son /
Daughter / Wife of Shri

Proprietor/Director,
authorized signatory of the Company, mentioned above, is competent to sign
this declaration and execute this tender document;

2. I have carefully read and understood all the terms and conditions of the
tender and undertake to abide to them;

3. The information / documents furnished along with the above application
are true and authentic to the best of my knowledge and belief. I / we, am/ are
well aware of the fact that furnishing of any false information/ fabricated
document would lead to rejection of my tender at any stage besides entailing
liabilities towards prosecution under appropriate law.

Signature of authorized person

Full Name:

Seal:

Date:

Place: