Government of India
MINISTRY OF EXTERNAL AFFAIRS
( Establishment Division)
Jawaharlal Nehru Bhawan(JNB) 23D, Janpath,
New Delhi-110011, INDIA

No: Q/EF-Conf/872/2/2019

EXPRESSION OF INTEREST

Expression of Interest from consultancy firms for renovation of Media Briefing Hall in
Jawaharlal Nehru Bhawan, Ministry of External Affairs, New Delhi.

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Government of India
MINISTRY OF EXTERNAL AFFAIRS
(Establishment Division)
Jawaharlal Nehru Bhawan(JNB) 23D, Janpath,
New Delhi-110011, INDIA

SECTION-1

(NOTICE INVITING E-TENDER)
EXPRESSION OF INTEREST FROM CONSULTANCY FIRMS FOR RENOVATION OF MEDIA BRIEFING HALL IN JAWAHARLAL NEHRU BHAWAN, MINISTRY OF EXTERNAL AFFAIRS, NEW DELHI.

On behalf of the President of India, Ministry of External Affairs invites online bids for consultancy services towards renovation of Media Briefing Hall in Jawaharlal Nehru Bhawan, Ministry of External Affairs, New Delhi as per details given in the tender documents.

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<th>Important Dates</th>
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<tr>
<td>Published Date</td>
<td>27.02.2020</td>
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<tr>
<td>Bid Document Download Start Date</td>
<td>27.02.2020</td>
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<td>Clarification Start Date</td>
<td>27.02.2020</td>
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<td>Clarification End Date</td>
<td>12.03.2020</td>
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<td>13.03.2020; 1100 Hrs</td>
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<td>End Date of submission of Earnest Money Deposit</td>
<td>19.03.2020; 1200 Hrs</td>
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<td>Date of Technical Bid Opening (online)</td>
<td>20.03.2020; 1500 Hrs</td>
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2. The bid shall be submitted online only at Central Public Procurement Portal Website: [http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app). Manual bids shall not be accepted.

3. The Competent Authority of the Ministry 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.

Raj Kumar Tanwar  
AO(EF-Conf.)  
Establishment Division  
Ministry of External Affairs  
Tel - 011 49015267
No: Q/EF-Conf/872/2/2019

Government of India
MINISTRY OF EXTERNAL AFFAIRS
Establishment Facilities Section-Conferences
( Establishment Division)
Jawaharlal Nehru Bhawan(JNB) 23D, Janpath,
New Delhi-110011, INDIA

SECTION-2

(AFFIDAVIT)
AFFIDAVIT

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

1. I/we am/are submitting tender for consultancy services towards renovation of Media Briefing Hall in Jawaharlal Nehru Bhawan, Ministry of External Affairs, New Delhi against Tender Notice Number Q/EF-Conf/872/2/2019 dated 27.02.2020.
2. I/we or our partners do not have any relative working in Ministry of External Affairs, New Delhi.
3. 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.
4. My/our bid shall be valid for a period of 180 days from the last date fixed for the bid submission in accordance with the Bidding Documents and shall remain binding upon us and maybe accepted at any time before the expiry of the period.
5. If my/our bid is accepted, we commit to submit a Performance Security Deposit in accordance with the Bidding Documents.
6. The Price-Bid submitted by me/us is "WITHOUT ANY CONDITION".
7. If any information or document submitted is found to be false/incorrect, department 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 (EMD) and blacklisting of my/our firm and all partners of the firm etc.
8. I/we also declare that the Government of India or any other Government body has not issued any showcause notice or declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or on account of coercive practices or any failure/lapses of serious nature.
9. The workers provided by me/us would not have any employer-employee relation with the Ministry of External Affairs and thereby not claim any regularization of their services or enhancement in their wages from the Ministry.
10. We will deploy only well-trained and police verified workers on the site.
12. I/we also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that the MEA is not bound to accept highest ranked bid / lowest bid or any other bid that the MEA may receive.

(Signature of the Tenderer with Seal)

Seal of Notary

Date:
1. **MINIMUM ELIGIBILITY CRITERIA:**

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

1.1 **Basic eligibility:**

   1.1.1 The bidder should have proven track record of providing consultancy/turn-key services or renovating/constructing full featured Media Briefing Hall or TV News studio, and should have work experience of at-least two such projects in the last three years prior to the submission of the bid. The list of similar works successfully done by the bidder/partner in the past 3 years with full details should be enclosed along with the bid. The cut-off date for the experience shall be the date of submission of the bid. The supporting documentary evidence like work order with successful completion certificate should also be submitted along with the offer.

1.2 **Annual Turnover:**

   1.2.1 The agency should have annual financial turnover of Rs 50 Crore (Rupees Fifty Crores only) for each of the last three financial years ending 31.03.2019. Attested copies of income tax returns and audited reports for the completed three financial years i.e. for 2016-17, 2017-18 and 2018-19 (ASSESSMENT YEAR 2017-18, 2018-19 and 2019-20 respectively) shall be accepted. Attested copies of these documents shall be uploaded with Technical Bid by the bidders. The bidder should not have incurred loss during the last three financial years and should have a positive net worth.

1.3 **Performance:**

   1.3.1 The bidder must have completed during last five years (as on 31.03.2019) one work of the same nature of a value of Rs. 1,10,00,000/- or two works of yearly value not less than Rs. 84,00,000/- each or three works of Rs. 56,00,000/- each in the Central / State Govt. Departments / Ministry’s / Organisations of the Govt. of India / State Govt. / PSU’s and reputed Private Organisations during the last five years.

1.4 **Legally Valid Entity:**

   1.4.1 The bidder shall necessarily be a legally valid entity in the form of a Limited Company, Private Limited Company or firms (Proprietorship/Partnership) or registered under the Companies Act, 1956 or any other appropriate authorities. Bidding in the form of JV/Consortium is not permitted. A copy of complete ‘Memorandum of Article of Association’ is to be submitted along with the bid.

1.5 **Registration/Licenses:**

   1.5.1 The bidder must have appropriate Licences from Service Tax and Sales Tax Department, Income Tax Department etc. Attested copies of PAN, TIN, GST registration must be submitted with the technical bid.

2. **SUBMISSION OF ONLINE BIDS:**

2.1 The bid shall be submitted online only at Central Public Procurement Portal Website: [http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app). Manual bids will not be accepted under any circumstances.

2.2 Tenderer/Bidders are advised to follow the instructions provided in the “Instruction to Bidders for online Bid Submission” specified at Section 7 of this Tender document for e-submission of the bids.
online through CPP Portal Website: http://eprocure.gov.in/eprocure/app before proceeding with the tender.

2.3 All documents as per tender requirement shall be uploaded online through CPP Portal Website: http://eprocure.gov.in/ and no documents except original demand draft towards EMD shall be accepted offline.

2.4 Bid of bidders not submitting any of the required documents online shall be summarily rejected.

2.5 Both technical and financial bids are to be submitted concurrently duly digitally signed on the Central Public Procurement Portal.

2.6 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 bidders.

2.7 Prospective bidders are accordingly advised to go through instructions provided at Central Public Procurement Portal.

2.8 The online bids (complete in all respects) must be uploaded online in Two Covers (Cover-I: Technical and Cover-II: Financial bid) as per Annexure-I and Annexure-II respectively in PDF Format.

3. Earnest Money Deposit (EMD) and Tender Fee:-

3.1 The scanned copy of Earnest Money Deposit (EMD) for a value of Rs.33,600/- (Rupees Thirty Three Thousand Six Hundred only) should accompany the Technical Bid in the form of Demand Draft drawn in favour of ‘Pay and Accounts Officer, MEA’ payable at New Delhi shall be e-submitted as .pdf file along with envelope 1 (technical bid).

3.2 The original hard copy of Earnest Money Deposit (EMD) of Rs. 33,600/- in the form of Demand Draft / Pay Order in favor of "Pay & Account Officer, Ministry of External Affairs" is also required to be submitted in a sealed envelope superscribed "EMD for Consultancy Services towards renovation of Media Briefing Hall in Jawaharlal Nehru Bhawan, Ministry of External Affairs, New Delhi.", on or before the closing date and time of e-submission of online bids to Administrative Officer, Establishment Facilities Section-Conferences, Room No. 0102, Jawaharlal Nehru Bhawan, 23-D, Janpath, New Delhi-110011, Tel No: 011-4901 5267, E-Mail: aoconf@mea.gov.in; failing which the bids will not be considered.

3.3 Tender received without EMD or EMD for lesser amount will be summarily rejected.

3.4 The submission of EMD is compulsory for all the Bidders, failing which bid may be rejected, except those who are MSME or registered with the Central Purchase Organisation, National Small Industries Corporation(NSIC) (The bidders will have to submit ink-signed certificate of such document for verification of their authenticity as and when required).

3.5 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.

3.6 The EMD of the successful bidder(s) will be returned on receipt of Performance Guarantee.

3.7 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.

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3.8 **Tender Fee:** No cost of tender documents will be charged for the tender documents downloaded by bidders.

3.9 **Performance Security Deposit (PSD):**

3.9.1 PSD of Rs.1,68,000.00 shall have to be made **within 7 days of receipt of the communication of the selection of the bid** in pursuance of conditions / instructions to the bidders, failing which the contract shall be cancelled.

3.9.2 PSD shall be in the form of Demand Draft / Pay order payable to **Pay and Accounts Officer, MEA, New Delhi** / Deposit receipt from a Nationalized Bank / Bank Guarantee from a Nationalized Bank in the form given at Form-IV.

3.9.3 The PSD should remain valid for a period of sixty days beyond the date of completion of all contractual obligations by the supplier including warranty/guarantee obligation, if any. **EMD shall be refunded to the successful bidder on receipt of performance security.**

3.9.4 PSD can be withheld or forfeited in full or in part in case the supply order is not executed satisfactorily within the stipulated period.

4. **FINANCIAL BID:** The bidder must submit their financial bid in the prescribed format (BOQ.pdf File) – specified at Annexure II of this tender document and no other format is acceptable. Bidders are required to sign on every page of Financial Bid and upload the duly filled in bid documents online without changing the format. If the BOQ file is found to be modified by the bidder or incomplete, the bid will be rejected.

5. **EXTENSION OF LAST DATE AT THE DISCRETION OF THE MEA:** MEA, 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/Re-tendering, if any in this regard, will be published on the CPP Portal: http://eprocure.gov.in/eprocure/app website: www.mea.gov.in

6. **OPENING OF TECHNICAL AND FINANCIAL BID**

6.1. Online bids (complete in all respects) received along with EMD Draft(Physically) will be opened as per stipulated time and date indicated in Notice Inviting Tender of the tender document in presence of bidder/authorised representative of bidder, if available at Ministry of External Affairs, New Delhi. Bid received without EMD will be rejected straightaway.

6.2. A duly constituted committee will evaluate eligibility of bidders.

6.3. 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.

6.4. After scrutiny of technical bids, the Ministry shall shortlist the eligible bidders who qualify in the technical evaluation stage and inform them of the date and time of opening of the Financial Bids (Preferably by E-mail);
6.5. The representatives of the bidders willing to attend tender opening process will have to submit a letter of authorisation from the bidder to this effect. Bidders/representatives not attending the tender opening process will lose their right to challenge the process at a subsequent stage;

6.6. The financial bid price of each bidder shall be read out on the spot, however, it shall be clearly stated that the final financial bid prices would be arrived at after detailed Scrutiny/correction of arithmetical error in the financial bid;

6.7. Merely becoming the lowest bidder, prior to Financial Bid scrutiny will not give any right to the lowest bidder to claim that he is successful in the bidding process. The successful bidder (L-1) shall be decided only after following due procedure by the Tender Evaluation Committee.

6.8. Bids shall be summarily rejected, if it is received other than online through Central Public Procurement Portal;

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. VALIDITY OF BIDS

9.1. Bids shall remain valid and open for acceptance for a period of 180 days from the last date of submission of Bids.

9.2. In case, the Ministry calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.

9.3. The Ministry may request for extension of the bid for another period of 60 days, without any modifications and without giving any reasons thereof.

10. RIGHT OF ACCEPTANCE:

10.1. The Competent Authority in the Ministry of External Affairs reserves all rights to reject any bid including bids of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority in the Ministry in this regard shall be final and binding.

10.2. Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.

10.3. The Competent Authority in the Ministry reserves the right to award any or part or full contract to any successful agency(ies) at its discretion and this will be binding on the bidders.

10.4. In case of failure to comply with the provisions of the terms and conditions mentioned by the agency that has been awarded the contract, the Competent Authority in the Ministry reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulting agency, which has been awarded the initial contract and this will be binding on the bidders.
10.5. The Ministry of External Affairs may terminate the contract if it is found that the Contractor is blacklisted on previous occasions by any of the Government Departments / Institutions /Local Bodies / Municipalities / Public Sector Undertakings etc.

11. **NOTIFICATION OF AWARD BY ISSUANCE OF “LETTER OF ACCEPTANCE”:**

11.1. After determining the successful bidder after evaluation, the client shall issue a Letter of Acceptance (LoA) to the bidder, in duplicate, which will return one copy to client duly acknowledged, accepted and signed by the authorized signatory, within seven (07) days of receipt of the same by the successful bidders.

11.2. The issuance of the Letter of Acceptance to the bidder shall constitute an integral part of the Agreement and it will be binding to the Contractor.

12. **SITE VISIT AND PREBID MEETING:**

12.1. The bidders should visit the site before bidding to apprise themselves of the exact requirements relating to the scope of the work. The visit to site will be on **13.03.2020** coordinated by AO(EF-Conf.), Room No. 0102, Ground Floor, C- Block, Jawaharlal Nehru Bhawan, 23D, Janpath, New Delhi-110011, Phone No.011-49015267.

12.2. A pre-bid meeting would be held on the same day at 1100 HRS in MEA. The tenderer who requires any clarifications of the tender documents are invited for the meeting.

13. MEA reserves the right to change any condition of the tender before opening of the Technical Bids.

14. The successful bidder will have to enter into an agreement with the MEA as per draft agreement, subject to amendment before signing, given in Section 8 before taking charge of the Contract.

15. Quoted rates should be exclusive of all taxes and duties.

16. **Validity of Contract:**

16.1. *Rates should be valid for two years from the date of signing of the agreement.* Rates/prices should remain fixed during the entire period of the contract. i.e. two years and shall not be subject to variation on any account. No claim for compensation or loss due to fluctuations or any other reasons / causes shall be entertained. A bid submitted with an adjustable price quotation shall be treated as non responsive and shall be rejected. No request for increase in the rates would be entertained during the period of contract.

16.2. The Agreement shall come into effect on the date of signing of this Agreement and shall continue in full force and effect for a period till completion of defect liability period of two (02) years.
17. **PAYMENT:-**

17.1 The bidder will have to quote the Consultancy Fee in terms of percentage of landed project cost (excluding taxes) charged by the Executing Agency. The Consultancy Fee will be over and above the landed project cost. For illustration, if:

Quoted Consultancy Fee % = x %

Executing Agency Fee (excluding taxes) for
- Electrical Work = Rs.200.0
- Civil Work = Rs.150.0
- Other costs = Rs.50.0

Total landed project cost/Executing Agency Fee = Rs. 400.0

Then, Consultancy Fee in INR = x % of Rs.400.0 = Rs 4x

Total payment to be made to Consultant = Rs.4x + GST

17.2 As the Consultancy Fee is based upon the Executing Agency cost, the bidder will have to submit their bids based upon their assessment of the estimate of landed project cost. However, the project landed cost will be arrived at a later stage after the tender for selection of Executing Agency is finalized.

17.3 MEA shall release the payment to Consultant in the following manner:

17.3.1 Amount equivalent to 20% of Consultancy Fee (20% of Rs.4x) plus taxes on placement of order on the executing agency.

17.3.2 25% of Consultancy Fee (25% of Rs.4x) plus taxes on inspection and receipt of supplies at site.

17.3.3 50% of Consultancy Fee (50% of Rs.4x) along with taxes upon successful testing and handing over of site.

17.3.4 5% of Consultancy Fee (5% of Rs.4x) along with taxes on completion of defect liability period of two (02) years.

17.4 No advance payment will be made in any case.

18. **TERMINATION OF THE CONTRACT**

18.1 The Contract can be terminated by either party, i.e., MEA or the Service Provider. The service provider may terminate this Agreement by giving atleast a 60 days advance notice in writing to the Ministry. Ministry may terminate this Agreement by giving 30 days advance notice in writing to the service provider. However, MEA reserves the right to terminate the contract without giving any notice in case the Contractor commits breach of any of the terms of the contract. MEA's decision in such a situation shall be final and shall be accepted by the Contractor without any objection or resistance.

18.2 On termination of the contract, the service provider will hand over all the equipment/furniture/articles etc., supplied by MEA, in good working condition, back to MEA.
19. **DELIVERY & PENALTY FOR DELAYED SERVICES:-**

19.1 The Service Provider/Consultant will have to submit draft of the tender document (complete with Bill of Quantity of all the items necessary for the renovation project) to be published for selection of Executing Agency within 2 weeks of MEA finalizing the design of the Media Briefing Hall. For late submission of the draft, liquidated damages will be imposed @ a sum equal to 0.5% of Consultancy Fee per week of the bid amount subject to a maximum limit of 5% of Consultancy Fee.

19.2 It will be the responsibility of the service provider to ensure that the project Executing Agency completes the project in prescribed time. The renovation work has to be completed/handed over within 12 weeks from the date of placing the purchase order on project executing agency. For any delay in supplies or services by the project executing agency, liquidated damages will also be imposed on the Consultant @0.5% of the Consultancy Fee per week of delay, subject to a maximum limit of 10% of Consultancy Fee. This 10% of liquidated damages for delay in completion of project is over and above the liquidated damages mentioned in Clause 19.1 above.

20. **CORRUPT OR FRAUDULENT PRACTICES:-**

20.1 It is expected that the bidders who wish to bid for this tender have highest standards of ethics;

20.2 Ministry shall reject a bid if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract;

20.3 Ministry may declare a bidder ineligible, either indefinitely or for a stated duration, if at any point of time it comes to the knowledge of the Ministry that the bidder has engaged in corrupt and fraudulent practices during the execution of contract.

21. **FORCE MAJEURE:-**

21.1 Ministry may consider relaxing the penalty and delivery requirements, as specified in this Tender Document, if and to the extent the delay in performance or failure to perform its obligations under the contract is the result of a Force Majeure.

21.2 Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as natural disasters, act of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful bidders premise, etc.

22. **SETTLEMENT OF DISPUTES AND ARBITRATION:-**

22.1 If any dispute or difference arises between the parties hereto as to the interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this tender, shall within 15 days (or such longer period as may be mutually agreed upon) from the date one party informs the other in writing that such dispute or disputes or disagreement exists, be referred to arbitration in accordance with the Arbitration and Conciliation Act 1996 and the rules framed there under for the time being in force. The award made in pursuance thereof shall be binding on the parties.

22.2 The sole arbitrator shall be appointed by the mutual consent of the Parties.
22.3 The venue of the Arbitration shall be at Delhi.

22.4 The language of arbitration proceedings will be English only.

22.5 Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrator otherwise decides in the Award.

22.6 The provisions of this Clause shall not be frustrated, abrogated or become inoperative, notwithstanding this tender/agreement expires or ceases to exist or is terminated or revoked or declared unlawful.

22.7 The Courts at New Delhi shall have exclusive jurisdiction in all matters, concerning this Agreement/tender including any matter related to or arising out of the arbitration proceedings or any Award made therein.

24. **General/ Others:-**

24.1 In no circumstances, the firm shall appoint any sub-contractor or sub-lease the contract. If it is found that the contractor has violated these conditions, the order shall be terminated forthwith without any notice and Performance Security Deposit shall be forfeited.

24.2 The bidders shall be bound by the details furnished to MEA, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him / her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.
No: Q/EF-Conf/872/1/2019

Government of India
MINISTRY OF EXTERNAL AFFAIRS
(Establishment Division)
Jawaharlal Nehru Bhawan(JNB) 23D, Janpath,
New Delhi-110011, INDIA

SECTION-4

(SCOPE OF WORK)
25.1 OBJECTIVE AND PROJECT SUMMARY

I. Media Briefing Hall (Room No. 0103 & 0105, JNB) is used for holding the Press Briefings chaired by Secretaries and other high level officers. It has Audio-Video (AV) system which is designed for functions like live broadcast of audio from the podium, enabling presentations and videos over the projector system etc. The audio system also has the optional function of using wireless mikes.

II. The objective is to completely renovate the Hall in line with prescribed regulations and modern features.

III. It shall be the responsibility of the Service Provider to design the renovated Media Briefing Hall. The design should include replacing the Audio-Video system (as per requirements listed in clause 25.2 below) and other civil & electrical work (as per requirements listed in clause 25.3 and 25.4 below).

IV. The entire system should be fully configured and hardware & software customized to the required workflow of MEA.

V. The necessary designing work including cable trenches/cavity flooring, partitioning, acoustics, painting of the wall & false ceiling if required etc. will be part of the project.

VI. The design should provide flexibility in positioning of monitors and controllers to suit the convenience of different operators. The equipment should be easily accessible for operation and maintenance.

VII. The Service Provider will be required to submit three design options (including detailed architectural drawings and electrical diagrams) for the renovated Media Briefing Hall. Out of these design options submitted by the bidder the competent authority of Ministry will select a suitable design.

VIII. Within 2 weeks of MEA finalizing the design of the Media Briefing Hall, the Service Provider will draft a tender document in close coordination with the Ministry (complete with the entire complement of equipment and works necessary for the renovation project) to be published for selection of Executing Agency.

IX. The draft tender document should have appropriate clauses to ensure that the software pertaining to all equipment in their original media duly are licensed in the name of MEA with perpetual validity. Necessary documents pertaining to the licenses for various systems of the overall project should also be submitted.

X. The drafted tender document will be vetted by the Ministry and the Ministry will have the right to amend the tender document as it deems necessary before publishing. Based on the tender document, it will be the responsibility of the Ministry to select an executing agency through the process of open tender. To avoid conflict of interests, the Consultant will not be eligible to bid for the selection of Executing Agency.

XI. The Executing Agency will be responsible for carrying out the renovation work (both civil and electrical) in a timely manner under the supervision of the Consultant (Service Provider). The Consultant will be the single point of contact for the Ministry in the project of renovation of
Media Briefing Hall and it will be the responsibility of the Service Provider to ensure that the work done by the Executing Agency matches the specifications laid down in the tender document.

XII. Consultant will be responsible for providing warranty support for two years after the commissioning of the systems for the project.

25.2 Audio/Video system-
   i. Replacing the existing analogue audio/video system with a state-of-the-art digital audio/video system suitable for conducting live briefings with upto 6 persons on the briefing desk.
   ii. Audio/video system with 6 table-top conference units with gooseneck mics, 4 wireless handheld mics, a central control unit, power supply for the central control unit, automatic digital mixer with inbuilt feedback suppressor, 4 wall-mounted speakers sufficient for carrying audio in a medium-sized hall, 4 ceiling speakers, 4 channel digital amplifier, enough ports for digital audio output and related cables and connectors.
   iii. Ensuring an overall better sound balance and quality. Carefully calibrating curving absorptive and reflecting acoustical panels for auditory clarity for both the audience and the speaker.
   iv. Audio system to be integrated with the video/screens.
   v. Sufficient no. of audio/video output ports
   vi. Requisite training for MEA technicians to operate the audio video system.

25.3 Backdrop and lighting with integrated screens:
   i. Designing a new interactive media backdrop and dais layout.
      a) Dais - a new briefing desk large enough to accommodate 6 persons, and a new stand-alone podium.
      b) Backdrop - A new backdrop with Government of India's insignia with LED highlights.
   ii. Two 40 inches (exact dimensions to be finalised on the basis of the final submitted design) wall integrated LED screens connected with a laptop and integrated with audio system in the room.
   iii. Additional lighting in the room providing sufficient illumination of the dais at a level suitable for broadcasting. Stage lighting around the podium and dimmable indirect lighting in the seating areas creating variable lighting options.
   iv. LED highlights, lighting accents suitable for the new backdrop.
   v. Installation and maintenance of the equipment.

25.4 Flooring and upholstery:
   i. Replacing the vinyl on the floor with carpet tiles to make the hall acoustic friendly.
   ii. Cleaning up of the chairs for the audience.
   iii. Requisite acoustic treatment on the walls and windows.
25.5 DETAILED RESPONSIBILITIES OF THE SERVICE PROVIDER:

25.5.1 Preliminary Stage:

(a) Prepare site plan including survey of the area showing features, services and facilities available, general layout of Hall, concept designs with drawings and cost estimates of renovation for consideration of the Ministry.

(b) In consultation with the Ministry, prepare a Time Schedule, in respect of the various services to be rendered and discharged under the consultancy contract.

(c) Consultant shall also advise the Ministry on the programme of work and how the progress would be monitored. While preparing the Time Schedule the consultants shall take all necessary precautions, so that, there is no time and cost overrun of the project.

(d) The Service Provider will submit three design options (including detailed architectural drawings and electrical diagrams) for the renovated Media Briefing Hall. Out of these design options, the competent authority of Ministry will select a suitable design.

25.5.2 Working Drawing Stage:

(a) Within 2 weeks of MEA finalizing the design of the Media Briefing Hall, the Service Provider will prepare working drawings and draft a tender document in close coordination with the Ministry (complete with the entire complement of equipment and works necessary for the renovation project) to be published for selection of Executing Agency.

(b) The tender document will include bill of quantities to describe the whole project adequately.

25.5.3 Construction stage:

(a) Check and evaluate technical and financial bids of tenders in consultation with the Ministry in accordance with agreed schedule, submit recommendation to assist the Ministry in the final selection of the contractor and finalize signing of work award agreement with the contractor.

(b) Supply to the Contractor such further drawings, specifications and details as approved by the Ministry, which may be required for proper execution of work.

(c) Assist the contractor to prepare a Works Progress Schedule.

(d) Provide one qualified engineer in Civil/Architectural Engineering to regularly check whether the works are being executed strictly in accordance with the contract, working drawings, specifications and as per programme and promptly inform the Ministry in case of any shortcoming on the part of the Contractor.

(e) Advise the Ministry on the progress and quality of work by coordinating with the contractor, and closely monitor and control the work during execution using the necessary project management tools.

(f) Obtain approval of the Ministry for any deviation in design, material or quantity or cost or the working drawings, schedule and specifications from the approved scheme.

(g) Scrutinize contractor’s bills for payment, evaluation of work completed for interim and final payments and issue certificates for authorizing payment. The Consultant shall ensure that at no stage, there shall be over payments.
(h) Certify completion of work.

25.5.4 Post-Construction Stage:

(a) Get prepared ‘as-built’ completion drawings. One set of as-built construction drawings should be supplied to the Ministry.

(b) Inspect and identify defects prior to the expiry of Defect Liability Period and warranty claims, advise corrective measures and direct the rectification thereof.

(c) It will be the responsibility of the Consultant to ensure after-sale service and guarantee for all equipment from respective manufacturers. The Consultant has to ensure that the guarantee is extended by the OEMs of all hardware and software of entire system.
No: Q/EF-Conf/872/1/2019

Government of India
MINISTRY OF EXTERNAL AFFAIRS
(Establishment Division)
Jawaharlal Nehru Bhawan(JNB) 23D, Janpath,
New Delhi-110011, INDIA

SECTION-5

(Technical and Financial Bid)
## Annexure-I

**Tender No:** Q/EF-Conf/872/1/2019

---

### Cover 1 - (Technical Bid)

(Following documents to be uploaded online in .pdf format)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Document</th>
<th>File Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>EMD of Rupees <strong>Thirty Three Thousand Six Hundred only</strong> (Rs. Rs. 33,600/-) only (scanned and certified copy of the Bank instrument)</td>
<td>.pdf</td>
</tr>
<tr>
<td>2.</td>
<td>Particulars and contact details of the bidder (Form I)</td>
<td>.pdf</td>
</tr>
<tr>
<td>3.</td>
<td>Scanned copy of Affidavit</td>
<td>.pdf</td>
</tr>
<tr>
<td>4.</td>
<td>Registration and incorporation of particulars of the bidder indicating legal status such as company, partnership/proprietorship concern, etc. (Pl. attach copies of the relevant documents/certificates).</td>
<td>.pdf</td>
</tr>
<tr>
<td>5.</td>
<td>Documentary proof of experience.</td>
<td>.pdf</td>
</tr>
<tr>
<td>6.</td>
<td>Registration details of the bidder (Please attach copies of the relevant documents/certificates):</td>
<td>.pdf</td>
</tr>
<tr>
<td></td>
<td>1. TIN registration</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. GST Registration Number</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3. Permanent Account No. (PAN)</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Copies of Income Tax Return filed for the last three years (2018-19, 2017-18, 2016-17) and audited balance sheets for the same period.</td>
<td>.pdf</td>
</tr>
<tr>
<td>8.</td>
<td>Tender document signed &amp; stamped on all pages as a token of having accepted the terms and conditions.</td>
<td>.pdf</td>
</tr>
<tr>
<td>9.</td>
<td>Brief profile of the company along with any other information, Undertaking</td>
<td>.pdf</td>
</tr>
</tbody>
</table>

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Signature of the authorised signatory of the Tenderer with seal of the firm/company

Name:______________________

Mob No.____________________

Date:_____________________

---
Tender No: Q/EF-Conf/872/1/2019

FINANCIAL BID
(In sealed Cover-II super scribed “Financial Bid”)

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Description</th>
<th>In terms of % of Executing Agency Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Consultancy Fee (in terms of percentage of Executing Agency Fee)</td>
<td></td>
</tr>
</tbody>
</table>

Note: GST as applicable.

In Words:

We agree to bind by this offer if we are selected as the preferred bidder.

For and on Behalf of:

(Authorized Signatory with Stamp of Tenderer)
No: Q/EF-Conf/872/1/2019

Government of India
MINISTRY OF EXTERNAL AFFAIRS
(Establishment Division)
Jawaharlal Nehru Bhawan(JNB) 23D, Janpath,
New Delhi-110011, INDIA

SECTION-6

(FORMS AND CHECKLIST)
<table>
<thead>
<tr>
<th>Particulars and contact details of the bidder</th>
</tr>
</thead>
<tbody>
<tr>
<td>01. Name of the Firm</td>
</tr>
<tr>
<td>02. Address (with Telephone No.)</td>
</tr>
<tr>
<td>03. Contact Person (with Mobile No.)</td>
</tr>
<tr>
<td>04. E-mail address</td>
</tr>
<tr>
<td>05. Bank Details</td>
</tr>
<tr>
<td>Name of the Bank: Branch: A/C No. Type of A/C:</td>
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<tr>
<td>06. Status</td>
</tr>
<tr>
<td>Proprietary/Partnership/Pvt./Public/Ltd. Co.</td>
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<tr>
<td>04. PAN (Enclose copy of PAN Card)</td>
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<tr>
<td>05. TIN/GST (Enclose copy of TIN/GST)</td>
</tr>
<tr>
<td>06. Details of past experience in the same trade (please enclose copies of orders received from hotel/institutions and Govt./Semi Govt. Organisations).</td>
</tr>
</tbody>
</table>

Signature of the authorised signatory of the Tenderer with seal of the firm/company

Name:________________________
# FINANCIAL CAPACITY FORM

*(Attested copies of documentary proofs to be uploaded with Technical Bid)*

Name of the Firm:

Address of the Firm:

<table>
<thead>
<tr>
<th>Description</th>
<th>FINANCIAL YEARS</th>
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<tbody>
<tr>
<td></td>
<td>2016-17</td>
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<tr>
<td>Annual Turnover (In INR)</td>
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</tbody>
</table>

Signature of the authorised signatory of the Tenderer with seal of the firm/company

Name:____________________

Mob No.____________________

Date:_______________________

NOTE: To be certified by Company Auditor with signature
### DETAILS OF PREVIOUS CONTRACTS AND SATISFACTORY PERFORMANCE

(Attested copies of documentary proofs to be uploaded with Technical Bid)

<table>
<thead>
<tr>
<th>Period of Contract</th>
<th>Name and Address of the Organization with reference letters</th>
<th>Name of the contact person &amp; Phone No.</th>
<th>Value of contract and other Details</th>
<th>Remarks</th>
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</table>

Give details of current contracts, if any, of similar services being rendered that will be available for inspection by our officials:

<table>
<thead>
<tr>
<th>Period of Contract</th>
<th>Name and Address of the Organization with reference letters</th>
<th>Name of the contact person &amp; Phone No.</th>
<th>Value of contract and other Details</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
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</table>

Place:  

SEAL AND SIGNATURE OF THE TENDERER

Date:
Performance Security Bond Form

In consideration of the Ministry of External Affairs (MEA) (hereinafter called the Ministry) having offered to accept the terms and conditions of the Agreement No.________ dated________ made between MEA and M/s______________________ (hereinafter called ‘the said Contractor(s)’ for providing consultancy services for renovation of Media Briefing Hall in Jawaharlal Nehru Bhawan, Ministry of External Affairs, New Delhi (hereinafter called ‘the said Agreement’) having agreed to production of an irrevocable Bank Guarantee for Rs1,68,000/- (Rupees One Lakh Sixty Eight Thousand only) as a performance security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said Agreement.

2. We (Name the Bank) ____ do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand for the Ministry ____ stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Ministry by reason of breach by the said contractor (s) of any of the terms or conditions contained in the said Agreement or by reason of the said contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the Ministry in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.____.

3. We undertake to pay to the Ministry any money so demanded notwithstanding any dispute or disputes raised by the said contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this bond being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the said contractor (s) shall have not claim against us for making such payment.

4. We (name of the Bank) -------------------------- further agree that the guarantee herein contained shall remain in full force and effect for a period of sixty days beyond the date of completion of all contractual obligations of the contractor including warranty obligation and that it shall continue to be enforceable till all the dues of the Ministry under or by virtue of the said Agreement have been full paid and its claims satisfied or discharged or till Ministry ____ certifies that the terms and conditions of the said Agreement have been full and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We (Name of the Bank) ------------------ further agree with the Ministry____ that the Ministry ____ shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or form time to time any of the powers exercisable by the Ministry against and said Contractor(s) and to
forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or commission on the part of the Ministry or any indulgence by Ministry to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the said contractor(s).

7. We (name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Ministry in writing.

Dated the day of, Two thousand seventeen only.

For

(Indicate the name of the Bank)

Witnesses:-

1. 

2.
## CHECKLISTS

<table>
<thead>
<tr>
<th>Sl No.</th>
<th>Particulars</th>
<th>YES/NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
<td>Have you read and understood various conditions of the Contract and shall abide by them?</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>TECHNICAL BID</strong></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Have you enclosed scanned copy of the draft for EMD Draft of Rs. _______________- and uploaded with the Technical Bill?</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Have you submitted the original EMD draft of Rs. ____________ to MEA on or before submission of online bid?</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Have you uploaded the proof of having met the following minimum eligibility criteria?</td>
<td></td>
</tr>
<tr>
<td>5.1</td>
<td>Legal Valid Entity: Have you uploaded the attested Certificate issued by the Registrar of firms / Companies?</td>
<td></td>
</tr>
<tr>
<td>5.2</td>
<td>Financial Capacity: Have you uploaded ITR &amp; Audited Balance Sheets as required?</td>
<td></td>
</tr>
<tr>
<td>5.3</td>
<td>Registration license: Have you uploaded a copy of each of the Registration certificate?</td>
<td></td>
</tr>
<tr>
<td>5.4</td>
<td>Experience: Have you uploaded the attested experience: Certificates issued by the Organizations / Government Deptts of the last five years?</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Have your Technical Bid been prepared and uploaded as per the requirements of the Tender?</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>FINANCIAL BID</strong></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Have your Financial Bid proposal duly filled and upload as per instructions?</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Have you attended pre-bid site visit/briefing?</td>
<td></td>
</tr>
</tbody>
</table>

Note :- The above must be filled, signed and submitted along with the bid.

Signature of the authorised signatory of the Tenderer with seal of the firm/company

Name:____________________
Mob No.:____________________
Date:_______________________

- 29 -
**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](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](https://eprocure.gov.in/eprocure/app)) by clicking on the link “Online bidder Enrollment” 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 file name. 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 acknowledgment of the submission of the bid. This acknowledgment 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. Foreign bidder can get help at +91-7878007972, +91-7878007973.

*****

- 33 -
No: Q/EF-Conf/872/1/2019

Government of India
MINISTRY OF EXTERNAL AFFAIRS
(Establishment Division)
Jawaharlal Nehru Bhawan(JNB) 23D, Janpath,
New Delhi-110011, INDIA

SECTION-8

[DRAFT AGREEMENT]
Agreement for consultancy services for renovation of Media Briefing Hall in Jawaharlal Nehru Bhawan, Ministry of External Affairs, New Delhi.

This agreement no______________is made and entered on the ____ day of _____

BETWEEN

The President of India, acting through Under Secretary, Ministry of External Affairs, New Delhi (hereinafter referred to as “Ministry”), having its office at 23D, Janpath, New Delhi-110011

And

………………………………………………….(hereinafter referred to as ‘Service Provider’, which expression shall include its successors, assigns and legal representatives); hereinafter collectively known as Parties.

WHEREAS the Ministry vide its letter No………………………… dated ……..…. is desirous of entrusting the Service provider, the Contract for providing consultancy services for renovation of Media Briefing Hall in Jawaharlal Nehru Bhawan, Ministry of External Affairs New Delhi in accordance with the general requirements as set out in this Agreement.

AND

WHEREAS the Service provider its letter No………………. Dated…………… has agreed to undertake this work on the terms and conditions as mentioned in the Ministry’s tender No: Q/EF-Conf/872/1/2019 dated 27.02.2020.

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

It is agreed upon between the parties to the Agreement that it is a commercial contract of professional nature between Service Provider and the Ministry. In performance of its agreed duties as per terms and conditions of the contract the Service Provider shall at all times act as an agency independent of the Ministry.

The contract does not in any way create a relationship of principal and an agent between the Ministry and the Service Provider. The Service Provider shall not act or attempt or represent itself as an agent of the Ministry. Under no circumstances the employees of the Service Provider can claim to be the employees of the Ministry nor shall such relationship be considered to exist. The employees of the Service Provider shall have no claims whatsoever against the Ministry of a monetary or non-monetary nature or any other claim including, but not limited to, the claim for permanency in employment of the Ministry. The technicians deployed at the site shall work under supervision, direction & control of
the Service Provider for carrying out activities agreed upon in terms of this Agreement. However, Service Provider shall be accountable to Ministry for any Complaint(s), for providing the requisite satisfactory services as per agreement, at the site.

**ARTICLE-I: DEFINITIONS**

For the purpose of this Agreement, the following expressions wherever used in this Agreement shall have the meanings assigned to them except where the context otherwise requires:

(a) **Client** means the Ministry of External Affairs (MEA), Jawaharlal Nehru Bhawan (JNB), New Delhi - 110 001.

(b) **Consultant** means _________________ (name of successful bidder)

(c) **Executing Agency** means the vendor selected by MEA for carrying out the renovation work in Media Briefing Hall, Jawaharlal Nehru Bhawan, New Delhi-110 001.

(d) **Costs** mean the landed/installed costs of equipments and services at the site of installation without taxes.

(e) **Date of Commissioning/Completion of the project** means a date, as decided by the Consultant after approval of the Client, when after testing and integration of the equipment installed at the site, the equipment is declared fit or has been put into service/operation, whichever is earlier.

(f) **Project** means renovation of Media Briefing Hall assigned by the Client to the Consultant for supervising implementation by the Executing Agency for the Ministry of External Affairs.

(g) **Site** means place where equipment are located or the services are provided i.e. Media Briefing Hall, Jawaharlal Nehru Bhawan, New Delhi-110 001.

(h) **Supervising implementation by Executing Agency** means that Executing Agency will work as the implementer and integrator for the project of renovation of Media Briefing Hall as per agreed terms.

**ARTICLE-II: ENGAGEMENT OF CONSULTANT**

The Client hereby engages the services of the Consultant as supervisor for renovation of Media Briefing Hall on cost plus basis and the Consultant accepts the engagement on the terms and conditions set forth hereunder:

a) The Consultant shall exercise all reasonable skill, care and diligence in the discharge of his duties under this Agreement.

b) The client shall give such assistance as shall reasonably be required by the Consultant for carrying out his duties under the Agreement.

c) The Consultant and its authorised representatives will be allowed free access to the site in connection with execution of work covered under this agreement.
ARTICLE III: SCOPE OF WORK:

3.1 OBJECTIVE AND PROJECT SUMMARY

I. Media Briefing Hall (Room No. 0103 & 0105, JNB) is used for holding the Press Briefings chaired by Secretaries and other high level officers. It has Audio-Video (AV) system which is designed for functions like live broadcast of audio from the podium, enabling presentations and videos over the projector system etc. The audio system also has the optional function of using wireless mikes.

II. The objective is to completely renovate the Hall in line with prescribed regulations and modern features.

III. It shall be the responsibility of the Service Provider to design the renovated Media Briefing Hall. The design should include replacing the Audio-Video system (as per requirements listed in clause 3.2 below) and other civil & electrical work (as per requirements listed in clause 3.3 and 3.4 below).

IV. The entire system should be fully configured and hardware & software customized to the required workflow of MEA.

V. The necessary designing work including cable trenches/cavity flooring, partitioning, acoustics, painting of the wall & false ceiling if required etc. will be part of the project.

VI. The design should provide flexibility in positioning of monitors and controllers to suit the convenience of different operators. The equipment should be easily accessible for operation and maintenance.

VII. The Service Provider will be required to submit three design options (including detailed architectural drawings and electrical diagrams) for the renovated Media Briefing Hall. Out of these design options submitted by the bidder the competent authority of Ministry will select a suitable design.

VIII. Within 2 weeks of MEA finalizing the design of the Media Briefing Hall, the Service Provider will draft a tender document in close coordination with the Ministry (complete with the entire complement of equipment and works necessary for the renovation project) to be published for selection of Executing Agency.

IX. The draft tender document should have appropriate clauses to ensure that the software pertaining to all equipment in their original media duly are licensed in the name of MEA with perpetual validity. Necessary documents pertaining to the licenses for various systems of the overall project should also be submitted.

X. The drafted tender document will be vetted by the Ministry and the Ministry will have the right to amend the tender document as it deems necessary before publishing. Based on the tender document, it will be the responsibility of the Ministry to select an executing agency through the process of open tender. To avoid conflict of interests, the Consultant will not be eligible to bid for the selection of Executing Agency.

XI. The Executing Agency will be responsible for carrying out the renovation work (both civil and electrical) in a timely manner under the supervision of the Consultant (Service Provider). It will be the responsibility of the Consultant to ensure that the work done by the Executing Agency matches the specifications laid down in the tender document.
XII. Consultant will be responsible for providing warranty support for two years after the commissioning of the systems for the project.

3.2 Audio/Video system-
   i. Replacing the existing analogue audio/video system with a state-of-the-art digital audio/video system suitable for conducting live briefings with up to 6 persons on the briefing desk.
   ii. Audio/video system with 6 table-top conference units with gooseneck mics, 4 wireless handheld mics, a central control unit, power supply for the central control unit, automatic digital mixer with inbuilt feedback suppressor, 4 wall-mounted speakers sufficient for carrying audio in a medium-sized hall, 4 ceiling speakers, 4 channel digital amplifier, enough ports for digital audio output and related cables and connectors.
   iii. Ensuring an overall better sound balance and quality. Carefully calibrating curving absorptive and reflecting acoustical panels for auditory clarity for both the audience and the speaker.
   iv. Audio system to be integrated with the video/screens.
   v. Sufficient no. of audio/video output ports
   vi. Requisite training for MEA technicians to operate the audio video system.

3.3 Backdrop and lighting with integrated screens:
   i. Designing a new interactive media backdrop and dais layout.
      a) Dais - a new briefing desk large enough to accommodate 6 persons, and a new stand-alone podium.
      b) Backdrop - A new backdrop with Government of India's insignia with LED highlights.
   ii. Two 40 inches (exact dimensions to be finalised on the basis of the final submitted design) wall integrated LED screens connected with a laptop and integrated with audio system in the room.
   iii. Additional lighting in the room providing sufficient illumination of the dais at a level suitable for broadcasting. Stage lighting around the podium and dimmable indirect lighting in the seating areas creating variable lighting options.
   iv. LED highlights, lighting accents suitable for the new backdrop.
   v. Installation and maintenance of the equipment.

3.4 Flooring and upholstery:
   i. Replacing the vinyl on the floor with carpet tiles to make the hall acoustic friendly.
   ii. Cleaning up of the chairs for the audience.
   iii. Requisite acoustic treatment on the walls and windows.
3.5  DETAILED RESPONSIBILITIES OF THE SERVICE PROVIDER:

3.5.1 Preliminary Stage:

(a) Prepare site plan including survey of the area showing features, services and facilities available, general layout of Hall, concept designs with drawings and cost estimates of renovation for consideration of the Ministry.

(b) In consultation with the Ministry, prepare a Time Schedule, in respect of the various services to be rendered and discharged under this consultancy contract.

(c) Consultant shall also advise the Ministry on the programme of work and how the progress would be monitored. While preparing the Time Schedule the consultants shall take all necessary precautions, so that, there is no time and cost overrun of the project.

(d) The Service Provider will submit three design options (including detailed architectural drawings and electrical diagrams) for the renovated Media Briefing Hall. Out of these design options, the competent authority of Ministry will select a suitable design.

25.5.2 Working Drawing Stage:

(a) Within 2 weeks of MEA finalizing the design of the Media Briefing Hall, the Service Provider will prepare working drawings and draft a tender document in close coordination with the Ministry (complete with the entire complement of equipment and works necessary for the renovation project) to be published for selection of Executing Agency.

(b) The tender document will include bill of quantities to describe the whole project adequately.

25.5.3 Construction stage:

(a) Assist the Ministry in final selection of the Executing Agency by checking and evaluating technical and financial bids of tenders and finalize signing of work award agreement with the Executing Agency.

(b) Supply to the Executing Agency such further drawings, specifications and details as approved by the Ministry, which may be required for proper execution of work.

(c) Assist the Executing Agency to prepare a Works Progress Schedule.

(d) Provide one qualified engineer in Civil/Architectural Engineering to regularly check whether the works are being executed strictly in accordance with the contract, working drawings, specifications and as per programme and promptly inform the Ministry in case of any shortcoming on the part of the Executing Agency.

(e) Advise the Ministry on the progress and quality of work by coordinating with the Executing Agency, and closely monitor and control the work during execution using the necessary project management tools.

(f) Obtain approval of the Ministry for any deviation in design, material or quantity or cost or the working drawings, schedule and specifications from the approved scheme.

(g) Scrutinize Executing Agency’s bills for payment, evaluation of work completed for interim and final payments and issue certificates for authorizing payment. The Consultant shall ensure that at no stage, there shall be over payments.

(h) Certify completion of work.
25.5.4 Post-Construction Stage:

(a) Get prepared 'as-built' completion drawings. One set of as-built construction drawings should be supplied to the Ministry.

(b) Inspect and identify defects prior to the expiry of Defect Liability Period and warranty claims, advise corrective measures and direct the rectification thereof

(c) It will be the responsibility of the Consultant to ensure after-sale service and guarantee for all equipment from respective manufacturers. The Consultant has to ensure that the guarantee is extended by the OEMs of all hardware and software of entire system.

ARTICLE-IV: RESPONSIBILITIES

4.1. Responsibilities of the client:

i. To associate a Nodal Officer from Ministry of External Affairs to work with Consultant.

ii. To evaluate and approve the design options submitted by the Consultant

iii. To assign the project to the Executing Agency, selected through open tender.

iv. To arrange to release the payments to Consultant as per the terms.

v. To organize periodic project review meetings or special meetings to resolve the typical problems/situations faced by the Consultant and Executing Agency, which are beyond their control.

vi. To sensitize the other stakeholders on all issues of concern/ importance from the perspective of achieving the objectives of the projects assigned to the Consultant

vii. To grant timely approvals to the Consultant on typical/particular issues which the Consultant brings to the notice of the client and which might have not been envisaged or anticipated at the time of signing of the Agreement.

4.2. Responsibilities of the Consultant.

i. To provide consultancy services for the project of renovation of Media Briefing Hall for Ministry of External Affairs, covering the following:

a) To carry out the survey of site and collect broad scope of work from the client and based on these inputs provided by the Client, a presentation is to be prepared for MEA officials.

b) To submit three design options for the renovated Media Briefing Hall complete with the entire list of equipment and works necessary for the project.

c) To submit a draft tender document for selection of Executing Agency within 2 weeks of MEA finalizing the design for renovation of the Media Briefing Hall.

d) To supervise the renovation work by Executing Agency including procurement of materials, equipments and services (both civil and electrical) in consultation with MEA in a timely manner.

ii. To prepare the technical specifications for various equipment and services connected with the project assigned, based on the state-of-the-art technologies available.
iii. To prepare the Open Tender document for project assigned.

iv. To take the necessary steps (receipt and verification of materials as per the purchase orders and supervision) for installation, testing, integration, acceptance testing and commissioning of the equipments/systems/networks.

v. To coordinate closely with all the concerned agencies on all matters related to the projects.

vi. To provide warranty support for two years after the commissioning of the systems for the project.

ARTICLE-V: PAYMENT TO CONSULTANT

i. The Consultant understands that the projects are required to be completed within scheduled time without compromising on quality. The Consultant shall be responsible for ensuring the quality of delivery and maintenance, wherever required, of these projects while commissioning and post commissioning.

ii. The Executing Agency shall be paid the actual landed / installed costs and applicable taxes. And the Consultant shall be paid its service charge @_____% on L1 Award Value plus applicable taxes.

ARTICLE-VI: PAYMENT TERMS

MEA shall release the payment to Consultant in the following manner:

a) Amount equivalent to 20% of Consultancy Fee plus taxes on placement of order on the executing agency.

b) 25% of Consultancy Fee plus taxes on inspection and receipt of supplies at site.

c) 50% of Consultancy Fee along with taxes upon successful testing and handing over of site.

d) 5% of Consultancy Fee along with taxes on completion of defect liability period of two (02) years.

ARTICLE-VII: FORCE MAJEURE

i. A Party will not be liable for any delay in performing, or failure to perform it’s obligations under this Agreement if:

   a) Such failure or delay (directly or indirectly or in whole or in part) is caused of in any manner arises or results from Force Majeure, and/or

   b) That Party has used all reasonable endeavors to minimize the Force Majeure impact on its ability to so perform

ii. A Party seeking to rely on the provisions of this clause may do so only if notice in writing identifying the event relied on and the date of its occurrence is given to the other Party within 3 days of the occurrence of the event.
ARTICLE VIII: DISPUTE RESOLUTION

i. If any dispute or difference arises between the parties hereto as to the interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this tender, shall within 15 days (or such longer period as may be mutually agreed upon) from the date one party informs the other in writing that such dispute or disputes or disagreement exists, be referred to arbitration in accordance with the Arbitration and Conciliation Act 1996 and the rules framed there under for the time being in force. The award made in pursuance thereof shall be binding on the parties.

ii. The sole arbitrator shall be appointed by the mutual consent of the Parties.

iii. The venue of the Arbitration shall be at Delhi.

iv. The language of arbitration proceedings will be English only.

v. Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrator otherwise decides in the Award.

vi. The provisions of this Clause shall not be frustrated, abrogated or become inoperative, notwithstanding this tender/agreement expires or ceases to exist or is terminated or revoked or declared unlawful.

vii. The Courts at New Delhi shall have exclusive jurisdiction in all matters, concerning this Agreement/tender including any matter related to or arising out of the arbitration proceedings or any Award made therein.

ARTICLE IX: VARIATION OF CONTRACT

The Contract may be varied by Agreement between the Parties. All such variations, including variations in scope in the time and cost estimate shall be in writing, mutually agreed and signed by the duly authorised representatives of both the Parties. Reasonable variations, which are natural extension of services or are essential for completion of services, shall not be refused by the Executing Agency.

ARTICLE X: GOVERNING LAWS AND JURISDICTION

This Agreement shall be governed by the Laws of India and the Parties submit to exclusive jurisdiction of courts in Delhi.

ARTICLE XI: DURATION OF AGREEMENT

The Agreement shall come into effect on the date of signing of this Agreement and shall continue in full force and effect for a period till completion of defect liability period of two (02) years.
ARTICLE-XII: LIMITATION OF LIABILITY

The following limitation of liability on the part of the Ministry and the Consultant would be accepted for compliance by the both:

i. The Client shall in no way be responsible for any liabilities arising out of the Consultant’s contractual obligations with the Executing Agency’s personnel, contractor(s), licensers, collaborators, vendors or subsidiaries to the extent specified in this agreement. Similarly, the Executing Agency shall in no way be responsible for any liabilities arising out of the client’s personnel, contractor(s), licensers and collaborators.

ii. The Consultant and the Client agree that each shall assume full risk of damage or injury to its own properties, employees and/or representatives caused by any act, or omission to act, by their Agreement. Each party hereby releases the other from any and all liabilities for loss or damage so caused to its own properties and each party agrees to indemnify and hold harmless the other against all liabilities so caused on account of personal injury to its respective employees and representatives.

ARTICLE-XIII: PENALTY

i. The Service Provider/Consultant will have to submit draft of the tender document (complete with Bill of Quantity of all the items necessary for the renovation project) to be published for selection of Executing Agency within 2 weeks of MEA finalizing the design of the Media Briefing Hall. For late submission of the draft, liquidated damages will be imposed @ a sum equal to 0.5% of Consultancy Fee per week of the bid amount subject to a maximum limit of 5% of Consultancy Fee.

ii. It will be the responsibility of the service provider to ensure that the project Executing Agency completes the project in prescribed time. The renovation work has to be completed/handed over within 12 weeks from the date of placing the purchase order on project executing agency. For any delay in supplies or services by the project executing agency, liquidated damages will also be imposed on the Consultant @0.5% of the Consultancy Fee per week of delay, subject to a maximum limit of 10% of Consultancy Fee. This 10% of liquidated damages for delay in completion of project is over and above the liquidated damages mentioned in Article XII Clause (i) above.

ARTICLE-XIV: TERMINATION OF CONTRACT

The Contract can be terminated by either party, i.e., MEA or the Consultant. The Consultant may terminate this Agreement by giving atleast a 60 days advance notice in writing to the Ministry. Ministry may terminate this Agreement by giving 30 days advance notice in writing to the Consultant. However, MEA reserves the right to terminate the contract without giving any notice in case the Consultant commits breach of any of the terms of the contract. MEA's decision in such a situation shall be final and shall be accepted by the Contractor without any objection or resistance.

On termination of the contract, the Service Provider will hand over all the equipment/furniture/articles etc., supplied by MEA, in good working condition, back to MEA.
The Ministry appoints the Service provider and the Service provider accepts the appointment on the terms and conditions set forth as stated in the foregoing, which shall form part and parcel of the Agreement.

IN WITNESS WHEREOF the duly authorised representatives of the parties have signed this Agreement on the day, month and year first above written in presence of witnesses and in presence of each other.

FOR

(Shri ________________)
Under Secretary (Establishment)
Ministry of External Affairs

FOR

(Service Provider)
M/s

Witness 1................................
Witness 2........................................