

REQUEST FOR PROPOSAL

**FOR SUPPLY OF MANPOWERS
(HIGHLY SKILLED, SEMI SKILLED, SKILLED AND UNSKILLED)
FOR THE CONSERVATION & PRESERVATION OF HUKURU MISKIY (FRIDAY MOSQUE)
AT MALE' IN MALDIVES**

REFERENCE NO. HM/MALE/2019-20/01

**EMBASSY OF INDIA
MALE', MALDIVES**

Tender No. **HM/Male/2019-2020/01**



TENDER DOCUMENT

**TENDER
FOR SUPPLY OF MANPOWER**

(Highly Skilled, Skilled, Semi- Skilled and Unskilled)

**To
The Embassy of India, Male'
Maldives**

**Embassy of India,
Male', Maldives
PROCUREMENT NOTICE**

**TENDER TITLE: SUPPLY OF MANPOWER (Highly Skilled, Skilled, Semi- Skilled and Unskilled)
For Conservation & Preservation work of Hukuru Miskiy (Friday Mosque)
TENDER REFERENCE NO: HM/MALE/2019-2020/01
TENDER LAST DATE: 06/02/2020**

Section-1

Table- A: Time and Work Frame

**SUPPLY OF MANPOWER (SKILLED AND UNSKILLED)
FOR THE CONSERVATION OF HUKURU MISKIY (FRIDAY MOSQUE) AT MALE IN
MALDIVES**

CRITICAL DATE SHEET

1	Date of Issue of Tender.	23/01/2020
2	Bid Document Download / Sale Start date	23/01/2020
3	Date of Pre Bid Conference- For clarifying issues and doubts, if any, about specification of material and services projected in Bid document.	NO
4	Due date for submission of filled-in tender document.	06/02/2020
5	Bid Submission End Date	06/02/2020
6	Date of opening of Technical bid	07/02/2020 at 15.30 PM
7	Date of meeting with Bidders post Technical Bid opening for presentation and Document Verification	Yes
8	Validity of Bid	90 days

Dear Sir,

- 1 The Embassy of India, Male' (Maldives) invites the tenders on behalf of President of India in the prescribed form under the Two Bid System - Technical Bid and Financial Bid - for SUPPLY OF MANPOWER (HIGHLY SKILLED/SKILLED/SEMI-SKILLED/ UNSKILLED) FOR THE CONSERVATION & PRESERVATION OF HUKURU MISKIY (FRIDAY MOSQUE) AT MALE' IN MALDIVES.
- 2 The system of tendering shall be adopted, comprising of Technical Bid and the Financial Bid
Document Download: Tender documents maybe downloaded from the website of Indian Embassy (<https://eoi.gov.in/male/>) or Ministry of Arts, Culture & Heritage, Maldives (MACH) website (<http://heritage.gov.mv/>) as per the schedule as given in CRITICAL DATE SHEET.

Technical Bid should, interlaid, contain all technical details of services and solutions as attached herewith to be provided along with such documentary proofs. Financial bid should, inter alia indicate item-wise price and other commercial/financial terms against the items mentioned in the Technical Bid.

3. Bid Submission:

Applicants/intending or interested Bidders are invited to submit their proposal after carefully reading the Request for Proposal (RFP) by providing (a) Technical Bid, and (b) Financial Bid, separately, clearly mentioning (i) 'Technical Proposal', and (ii) 'Financial Proposal' respectively. Such proposals are to be submitted in Embassy of India, Male' within the stipulated date and time as mentioned in the Bid document as given in CRITICAL DATE SHEET.

4. Earnest Money Deposit:

The Hard Copy of original instruments in respect of cost of earnest money must be delivered to the Embassy of India, Male' on or before Bid opening date/ time as mentioned in critical date sheet, Tenderer shall likely to be liable for legal action for non-submission of original payment instrument like DD etc. against the submitted Bid. The offer without EMD will be rejected summarily. EMD is to be supplied by all the bidders.

4. The EMD be submitted separately as under:

- a. Tender inviting authority in favor of Embassy of India, Male' should be deposited in the shape of Demand Draft of nationalized bank only.
 - b. Tender Order validity shall be Three months in all respect.
6. Estimated Cost of Tender: **USD 134,875/-**

Address for communication, are as given below: -

Contact Details: Contact Person: Dy. Superintending Archaeological Engineer, ASI,
C/o Embassy of India, Athireege Aage, Ameer Ahmed Magu, Henveiru Male' – 20125 (Maldives)

Address for communication: Embassy of India

Athireege Aage, Ameer Ahmed Magu, Henveiru Male' – 20125 (Maldives)
male.asiteam@gmail.com Phone No. : +960 9135133

F.NO.HM/MALE/2019-2020/01

Government of India
Ministry of External Affairs
Embassy of India
Male, Maldives

Dated: 23/01/2020

TENDER DOCUMENT

For providing Highly Skilled, SKILLED, Semi-Skilled AND Unskilled Manpowers for the work of CONSERVATION OF HUKURU MISKIY (FRIDAY MOSQUE) AT MALE' IN MALDIVES:

Details of supply of manpower's:

Manpower required	Carpenter	Mason	Chemical preservation	Others	Total
Highly Skilled workers	250 units	250 units		-	500 units
Skilled Workers	250 units				250 units
Semi-Skilled workers	-	1000 units	250	-	1250 units
Unskilled workers	-	-	850	400 units	1250 units

Total days for supply of above workers - maximum 120 days (after awarding the work order)

Requirement on per day basis

Highly skilled (Carpenter) Minimum 1 – maximum 3

Highly skilled (Mason) Minimum 1 – maximum 3

Skilled (Carpenter) Minimum 1 – maximum 2

Semi- Skilled (Mason/Chemical) Minimum 11 – maximum 20

Unskilled (Others) Minimum 11 – maximum 20

Working hrs: 8 Hrs. per day (8.00 to 17.00, including 1 hrs. lunch break)

6 days a week

F.NO.HM/MALE/2019-2020/01

Government of India
Ministry of External Affairs
Embassy of India
Male', Maldives

Dated: 23/01/2020

TENDER NOTICE

1. Sealed tenders on behalf of the President of India, are invited under **Two Bid System** i.e Technical Bid and Financial Bid from reputed, well experienced and financially sound contractors / suppliers/ firms registered with the Indian / Maldivian Govt. departments.
2. The Time Period for execution of work is 120 days from the date of issue of Work order.
3. Complete Tender Document can be downloaded from the website of CPPP (<https://eprocure.gov.in/epublish/app>) and from Embassy of India, Male' (Maldives) website (<https://eoi.gov.in/male/>) also from Ministry of Arts, Culture & Heritage, Maldives (MACH) website (<http://heritage.gov.mv/>).
4. Interested contractors may submit/deposit the tender documents complete in all respects along with the Earnest Money Deposit (EMD) USD **2,700/-** and other requisite documents on or before **06/02/2020**.
5. No tender shall be entertained after this deadline under any circumstances what so ever. The Technical Bid of tenders will be opened at **07/02/2020 at 15:30 Hrs** in the presence of authorized representative of Bidders as may wish to be personally present.

This Embassy of India reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Embassy of India, Maldives in this regard shall be final and binding on all parties in all circumstances.



Head of Chancery
Embassy of India, Male' (Maldives)
For and on behalf of the President of India

1. PREFACE:

Sealed Tenders are invited by the Embassy of India, Male' (Maldives) on behalf of the President of India under two bid system i.e Technical and Financial Bid from reputed, experienced and financially sound companies/firms/agencies for providing manpower under highly skilled, skilled, semi-skilled and unskilled categories for Conservation and Preservation of Hukuru Miskiy (Friday Mosque) located at the address mentioned below for Four Month as and when required basis (extendable up to further two years) on the terms and conditions mentioned in the tender documents.

2. NAME AND ADDRESS OF THE AUTHORITY

Embassy of India
Athireege Aage, Ameer Ahmed Magu,
Henveiru, Male' – 20125 (Maldives)
Phone No: +960- 3323015 Email: hoc.male@mea.gov.in

2.1 CONTACT PERSON (S) FOR ANY QUERIES RELATED TO TENDER:

Tender related clarification may be obtained from:

Dy. Superintending Archaeological Engineer

C/o Embassy of India

Athireege Aage, Ameer Ahmed Magu,

Henveiru, Male' – 20125 (Maldives)

male.asiteam@gmail.com (Phone No.: +960 9135133)

Sl. No.	Name of the work & location	Details
i.	Tender fee:	NIL
ii	Tender no:	HM/MALE/2019-2020/01
iii	Submission of earnest money deposit (EMD)	EMD of USD 2,700/- in the form of DD in favor of Embassy of India, Male' (Maldives)
iv	Place of payment	Embassy of India, Male', (Maldives)
v	Last date of the submission/receipt of the e-Tender (Part I & Part II)	06/02/2020

3.1 Submission of the Tender:

Embassy of India

Athireege Aage, Ameer Ahmed Magu,

Henveiru, Male' – 20125 (Maldives)

Phone No: +960- 3323015 Email: hoc.male@mea.gov.in

3.2 Tenders without earnest money are liable to be rejected.

4. SCHEDULE FOR INVITATION FOR BIDS:

- | | |
|---|--------------|
| i) Date of issue/publish of tender document | : 23/01/2020 |
| ii) Last Date of receipt of Tender | : 06/02/2020 |
| iii) Date and time of opening of Tender (Technical Bid) | : 07/02/2020 |

iv) Date and Time of opening of Financial Bid : 07/02/2020 at 1530 Hrs

v) Bid will be opened at Embassy of India, Male', Maldives on 07/02/2020 at 1530 Hrs

5. PERIOD FOR VALIDITY OF TENDER DOCUMENTS: 90 days

6. TYPE OF BID: - Two bid system (Technical & Financial) i.e Two cover system.

7. SCOPE OF WORK: -

To provide the requisite manpower in accordance with the minimum rate of wages as per Central Sphere-Ministry of Labour and Employment of Republic of Maldives under the schedule employment-construction.

(a) Requirement of Manpower:

Manpower required	Carpenter	Mason	Chemical preservation	Others	Total
Highly Skilled workers	250 units	250 units		-	500 units
Skilled Workers	250 units				250 units
Semi-Skilled workers	-	1000 units	250	-	1250 units
Unskilled workers	-	-	850	400 units	1250 units

Total days for supply of above workers: Maximum 120 days (after awarding the work order)

Requirement of per day basis

Highly skilled (Carpenter)	Minimum 1 – maximum 3
Highly skilled (Mason)	Minimum 1 – maximum 3
Skilled (Carpenter)	Minimum 1 – maximum 2
Semi- Skilled (Mason/Chemical)	Minimum 11 – maximum 20
Unskilled (Others)	Minimum 11 – maximum 20

Working hrs. 8 Hrs. per day (8.00 to 17.00, including 1 hrs. lunch break); 6 days a week

The number of manpower may be increased or decreased at the option/requirement of the site from time to time.

The contractor shall pay the minimum rate of wages as applicable in Labor Law sphere under construction category of Republic of Maldives. All the workers should have medical insurance and insurance for work related injuries and the agency will have to provide an undertaking to this effect.

(b) Fiction, experience and age limit for the manpower to be deployed by the companies/forms/agencies:

1) Highly Skilled/ Skilled manpower

- Work at site for 8 Hrs., He must have knowledge of English. Knowledge of Hindi is desirable.
- Age limit: 25-50 Years
- Must have valid work permit.
- He must have knowledge of grouting, underpinning, mending, moulding, nailing, stitching, cavitory filing and preparation & applying lime mortar, should have 2 years of experience in the field

2) Semi-skilled/Unskilled manpower

a.) Age limit for semi-skilled workers: 25-50 Years

Age limit for unskilled workers: 20-45 Years

b.) He must have knowledge of English. Knowledge of Hindi is desirable

c.) Must have valid work permit.

d.) He must have knowledge of grouting, underpinning, mending, molding, nailing, stitching, cavitory filing and preparation & applying lime mortar; should have basic knowledge in the field

For Chemical Preservation

3) Semi/Unskilled manpower

a.) Age limit for semi-skilled workers: 25-50 Years

Age limit for unskilled workers: 20-45 Years

b.) He must have knowledge of English. Knowledge of Hindi is desirable

c.) Must have valid work permit.

d.) They must be carried out the Chemical treatment to coral stone, wood and Metal objects and don't have any allergy from any chemicals.

e.) should have basic knowledge in the field

8. TERMS AND CONDITIONS FOR CONTRACTOR TO PAY WAGES TO DEPLOYED MANPOWER:

i) Office will provide the monthly attendance details of deployed manpower to prepare a bill by contractor.

ii) On the basis of bill, contractor shall pay the wages to the workers.

iii) Pay-slip shall be provided to deployed manpower and pay statement shall be submitted to the Embassy of India every month.

iv) Contractor shall be capable to pay the wages as per tender document timely from his own resources in case of delay in payment due to unavoidable circumstances.

v) The deployed manpower may be the employee/contractual employee of the bidder firm.

vi) The contractor shall be liable for any issues arising in relation to any payment of taxes, work insurance & shall deal with it taking responsibility of the related procedures as per rules and regulation of Republic of Maldives.

vii) Requisite manpower shall be provided within 5 days from the acceptance of the contract and as per instruction of Site Engineer.

9. TERMS AND CONDITIONS FOR DEPLOYED MANPOWER

i) The deployed manpower has to work from six days in a week (8 hrs. duty).

ii) Deployed manpower may be the employee/contractual employees of the contractor's firm.

10. EARNEST MONEY DEPOSIT (EMD):

Every bidder shall submit the (bid security) earnest money of **USD2,700.00** deposit in the form of DD in the name of **"Embassy of India" payable at Male', Maldives**. The EMD shall be submitted in closed envelope. The EMD of all the unsuccessful and L2 onward bidders will be returned on approval of lowest one bidder (L-1) by Embassy of India, Male'.

11. Technical Bid:

a. All documents should be duly signed.

b. Each page of NIT must be signed and stamped.

c. Agency will not transfer, assign, pledge or sub-contract the work awarded/to be awarded.

d. The tenderer will be bound by the details furnished by him/her to this Department, in the tender or at subsequent stage. In case, any document furnished by him/her is found 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.

e. In case of tie in the rates, the work will be awarded to the agency who have more work experience and more value of the work executed in the past, of similar nature.

- f. This Embassy /Department shall not be responsible for any damages, losses, claims, financial or injury to any person deployed by the agency in the course of their performing the functions/duties, and no claim for any compensation will be entertained.
- g. The agency shall be solely responsible for the redressal of grievances of workers engaged for execution of work.
- h. The tendering agency shall maintain all statutory records required under the applicable law of Republic of Maldives. The agency shall produce the same, on demand, to the concerned authority of this Department or any other authority under law. A compliance certificate in this regard will be needed along with the bills.
- i. The tendering agency will be responsible or compliance of all statutory provisions relating to minimum wages, Service tax, Provident Fund and Employees Insurance etc. as per the Republic of Maldives.
- j. GST shall be deducted as per the provisions of the Government of Maldives, as amended from time to time and a certificate to this effect shall be provided to the agency by this Department.
- k. Conditional bids will not be considered and will be rejected in the first instance.
- l. The contracting agency shall be responsible for faithful compliance of the terms and conditions as mentioned in the tender document.
- m. In case of any dispute on bid documents, the decision of competent authority will be final and binding.

NOTE: - Documentary evidence is required to establish the eligibility requirement for the conditions mentioned in Technical Bid.

12. PERIOD OF CONTRACT/TERMINATION NOTICE

The contract shall be valid initially for a period of 120 days from the date of award of work order. This contract may be renewed for further period of up to two years on the same terms and conditions as mentioned in the tender documents, provided the requirement of the office for the above manpower persists at that time, or may be curtailed/terminated at any time before the normal tenure owing to deficiency in service or substandard quality of manpower deployed by the selected company/firm/agency. Either party can terminate the contract at any time by giving three months' prior notice in writing.

13. RIGHT TO ACCEPT OR REJECT TENDER

- i) The right of acceptance of tender will rest with The Embassy of India, Male' (Maldives)
- ii) The Embassy of India, Male' (Maldives) reserve the right to accept the whole or any part of the tender and tenderer shall be bound to perform the same at the rates quoted. All the tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect shall be liable to be rejected.

14. BIDDER TO GET INFORMED HIMSELF FULLY:

The authorized signatory of tender document will be deemed to have carefully read and understood the tender documents along with the terms & conditions and thereafter has filed the tender document for bid process.

15. LIABILITIES, CONTROL etc., OF THE PERSONS DEPLOYED

- (i) The contracting agency shall ensure that the individual highly skilled, skilled, semi-skilled and unskilled manpower deployed at site under the control of The Embassy of India, Malé (Maldives) to the technical specification of age, educational and skill qualification prescribed in the tender document.
- (ii) The contracting company shall provide Bio-data of each person deployed by him in format prescribed by this office.
- (iii) The contractor shall issue the letter of deployment to every deployed manpower and a copy of same shall be submitted to the office.
- (iv) The contracting company/firm/agency shall furnish the following documents in respect of the individual skilled/unskilled manpower deployed by them in this office in the given time limit:
 - (a) List of person deployed (monthly)
 - (b) Bio-data with antecedent's details of the persons deployed (at the time of deployment)

- (c) Identity card issued by contractor bearing photographs (within 8 days).
- (d) Identity proof and residential proof (at the time of deployment)
- (v) In case, the person employed by the contractor commits any act of omission/commission that amount to misconduct/indiscipline/incompetence, the contractor shall be liable to take appropriate disciplinary action against such person, including their removal from the site of work.
- (vi) The contractor shall replace immediately any of its personnel found unacceptable to this office because of security risks, incompetence, conflict of interest, improper conduct etc upon receiving a notice from this office.
- (vii) The work hours for the person deployed are 8.00 AM to 5.00 PM (8hrs) with 1 hrs. lunch break. In case, person deployed is absent on a particular day or comes late/leaves early, one-day wage shall be deducted.
- (viii) For all intents and purpose the service providing agency shall be the "Employer" within the meaning of different Manpower Legislations in respect of the manpower employed and deployed in the site. The persons deployed by the contractor in the office shall not have claims of Master and Servant relationship nor have any principal and agent relationship with or against the Competent Authority.
- (ix) The Service providing agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed. The office shall, in no way be responsible for settlement of such issues whatsoever.
- (x) The Embassy of India, Male' Maldives shall not be responsible for any damages, losses. Claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
- (xi) The person deployed by the service providing agency shall not have any claim or be entitled to pay, perks and other facilities admissible to ad-hoc, regular/confirmed employees of this office during the occurrence or after expiry of the contract.
- (xii) In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency will not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/any other capacity in the office.

16. LEGAL

- (i) The contractor shall pay the minimum rate of wages and work insurance as per Central Sphere – Ministry of Labor and Employment under the scheduled employment – Construction of Republic of Maldives
- (ii) The contractor shall be responsible for timely payment to the supplied manpower and statutory authorities and compliance of all statutory provisions relating to Minimum Wages, and Employees State Insurance etc. in respect of the persons deployed by them at site.
- (iii) The contractor shall also be liable for depositing all taxes, levies, etc. on account of service rendered by him to the site to the concerned tax collection authorities from time to time as per extant rules and regulations of the Republic of Maldives.
- (iv) The tendering agency shall maintain all statutory registers under the applicable law. The agency shall produce the same, on demand, to the concerned authority of this office or any other authority under law.
- (v) GST applicable as amended from time to time and a certificate to this effect shall be provided to the agency by this Department.
- (vi) The contractor shall keep The Embassy of India Maldives indemnified against claims, if any, of the workmen and all costs and expenses as may be incurred by The Embassy of India Maldives in connection with any claim that may be made by any workmen. The Contractor shall also execute an indemnity bond in favor The Embassy of India Maldives, in the standard format, in this regard.
- (vii) The Contractor shall keep the employer, its servants or agents indemnified against claims, actions or proceedings brought or instituted against the employer, its servants or agents by any of contractors' employees or any other third party in connection with, relating to or arising out of the performance of the services under the agreement.

(viii) **Disputes & Differences:** Decision of The Embassy of India Maldives regarding performance of contract, payments for extra work done shall be final and binding on the contractor. However, any dispute arising out of this contract can be referred to an Arbitrator, and will be settled according to the Government of India's Rules and Regulations and not according to Local Laws of the Maldives.

17. TERMINATION

This agreement may be terminated by either partly or fully by giving three months' notice in writing of the intention to terminate without specifying any reason(s) for termination. On termination of the contract, the contractor shall take steps to withdraw all employees in a smooth and orderly manner.

18. FORCE MAJEURE

Neither party shall be in breach of any obligation under this contract if it is unable to perform that obligation in whole or part by reason of Force Majeure. If either party seeks to rely on this clause, it shall immediately give notice to the other with full particulars of the matter claimed as a Force Majeure event. The parties so affected shall take all reasonable steps to remedy the failure to perform and to keep the other party informed of the steps being taken to mitigate the effects of Force Majeure.

In the event of Force Majeure lasting for more than three months, either party may, following consultation with the other give a notice of termination.

APPLICATION FOR TECHNICAL QUALIFICATION TOWARDS BID FOR PROVIDING MANPOWER
(USKILLED, SEMI SKILLED, SKILLED AND HIGHLY SKILLED)

Name of contractor/ Firm/ Agency

Sl. No.	REQUIREMENT	COPY OF RELEVANT DOCUMENT	ENCLOSED YES/NO	PAGE NO. OF BID DOCUMENT
1.	Contractors/Company/ Firm/ Agency should be registered with the appropriate registration authority.	Copy of Registration Certificate		
2.	Contractors/Company/ Firm/ Agency should be registered with Service Tax/sales tax/GST	Copy of Registration Certificate/ Number		
3.	Contractors/Company/ Firm/ Agency should be registered with labour department (Not applicable for Maldivians)	Copy of Registration Certificate with labour department		
4.	PAN Card (Not applicable for Maldivians)	Copy of PAN card		
5.	Contractors/Company/ Firm/ Agency should have completed the work as per criteria given during last 03 years and out of which the value of work should be. a) Three similar completed works costing not less than the amount equal to 40% of the estimated amount. Or b) Two similar completed work costing not less than the amount equal to 50% of the estimated cost. Or c) One similar completed work costing not less than the amount equal to 80% of the estimated cost.	Copy of work order and completion certificate		
6.	Experience certificate of having successfully completed similar works during last 3 years at heritage monuments. (Not applicable for Maldivians)	Copy of work order and completion certificate		
7.	The Annual Turn Over of the company should not be less than USD 68000 \$ per year in last 3 years i.e. 2016-17, 2017-18 and 2018-19 financial years. (Not applicable for Maldivians)	Certificate from Statutory Auditor		

Date:

(Signature of the Bidder, with official Seal)

Place:

DECLARATION

1. I, _____ Son/ Daughter of Mr. _____ signatory of the agency/ firm 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 by them:
3. My agency has not been blacklisted/ debarred from participating in tender of any Ministry/ Department of Government of India and Government of India undertaking in the last Three (3) Years as on date of opening of this Tender.
4. The Information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief.
5. I/we 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 liabilities towards prosecution under appropriate law:

Signature of authorized person(s)

Date:

Full Name:

Place:

Seal:

CONTRACT AGREEMENT

An agreement made this day of BETWEEN (hereinafter called the contractor or contracting agency which expression shall include his legal representatives) of the one part and the The Embassy of India Maldives (herein after referred as "the Government" or "Department" or "The Embassy of India, Maldives" which shall also include any person authorized by the Embassy of India Maldives of the other part and WHEREBY the contractor agrees to supply the Skilled/ Semi-skilled and Unskilled manpower to perform the work specified to them successfully on contract basis to The Embassy of India Maldives as mentioned in the tender document under Office of the Embassy of India Maldives as per details given below :

Sl. No.	Description of Manpower	Rate for single manpower including daily wages, work insurance, Contractor services charges and any other legal liability. (USD)	GST	Total (USD)	Total No. of manpower being supplied	Total amount per month (USD)
1	Highly Skilled manpower					
2	Skilled manpower					
3	Semi-Skilled manpower					
4	Unskilled manpower					

and on the terms and conditions hereinafter mentioned viz.: -

(a) that it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor and in no case, shall a relationship of employer and employee between the said persons and the Embassy of India Maldives or any person authorized shall accrue/arise implicitly or explicitly.

(b) That the number of Highly Skilled, Skilled, Semi-skilled and Unskilled manpower will be purely need based. Therefore, the number of Contractor's workers may be increased or decreased as per the requirement. The Embassy of India Maldives will be under no obligation to engage any specific number of Contractor's workers during the period of contract.

(c) That this Contract shall remain valid for a period of 120 days from the date of award of the work order initially and if the services are found satisfactory the same may be extended for another two years. However, the Embassy of India Maldives or a person authorized by him shall have full power to terminate the contract if the manpower supplied is not functioning to the satisfaction.

- (d) that the Embassy of India, Maldives or a person authorized by him shall have full power to reject the contract for skilled, semi-skilled and unskilled manpower which to the true intent and meaning is not in accordance with the requirement of the tender document
- (e) The Embassy of India, Maldives or a person authorized by him reserves the right to
- (i) Terminate this contract by giving notice of three months in advance any time during the contract.
 - (ii) To enter in to parallel contract for similar services with other agencies/person whenever it is found necessary.
 - (iii) To extend the contract to further period, if required, from the date of expiry of the initial period, at the same rates, terms and conditions.
- (f) That the contracting agency will be entirely responsible for execution of this contract in all respects in accordance with the conditions of this contract and shall not assign or sub-let the same.
- (g) if the contracting agency becomes insolvent or he or his Agent offers any bribe in connection with the contract or the contractor fails to observe or perform any condition of this contract then notwithstanding any previous waiver of such default or action being taken under any other clause hereof, the Embassy of India Maldives or a person authorized by him may on behalf of the Government terminate the contract and forfeit the said deposit and recover from the contractor any loss suffered by the Government on account of the contract being terminated.
- (h) Decision of The Embassy of India Maldives regarding performance of contract, payments for extra work done shall be final and binding on the contractor. However, any dispute arising out of this contract can be referred to an Arbitrator, and will be settled according to the Government of India's Rules and Regulations and not according to Local Laws of the Maldives.
- (i) The contracting agency as a taxable service provider, must have registered with concerned Department and obtained Registration and shall attach a copy of Certificate along with the Agreement. The Invoices / Bills / Challans shall be serially numbered and it shall contain the Name and address of Service Provider, Service Receiver, Description of service, Value of Tax payable thereon.
- (j) The contracting agency shall also be responsible for timely statutory payments in respect of supplied manpower and there shall not be any responsibility of the Embassy of India Maldives or a person authorized by him.
- (k) That the contractor shall keep the Embassy of India Maldives indemnified against all claims whoever in respect of the employees deployed by the contractor. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case The Embassy of India Maldives is made party and is supposed to contest the case, The Embassy of India Maldives will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the contractor The Embassy of India Maldives on demand. Further, the contractor will ensure that no financial or any other liability comes on The Embassy of India Maldives in this respect of any nature whatsoever and shall keep The Embassy of India Maldives indemnified in this respect.
- (l) That the contractor shall further keep The Embassy of India Maldives indemnified against any loss to the Embassy of India Maldives property and assets. The Embassy of India Maldives shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.
- (m) That the contracting agency shall be responsible for faithful compliance of the terms and conditions of this agreement, and shall also abide by all the terms and conditions as mentioned in the tender document. If not, the same may be terminated and the Security deposit cum Performance guarantee will be forfeited and further the work may be got done from another agency at their risk and cost.
- (n) The security deposit cum Performance guarantee shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the contractor and/or loss/damage, if any, sustained by

The Embassy of India Maldives on account of failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor.

- (o) In case of any discrepancy in the contract agreement in respect of tender document, the tender document will prevail.

IN WITNESS WHEREOF the parties hereto have signed these presents on the date, month and year first above written.

Signed by the said contracting agency in the presence of: -	Signed for and on behalf of The Embassy of India Maldives in the presence of: -
1st Witness Address	1st Witness Address
2nd Witness Address	2nd Witness Address

ITEM RATE – TENDER FOR SUPPLY OF MANPOWER

(Highly Skilled, Skilled, Semi- Skilled and Unskilled)

I/We hereby tender for the Supply of Manpower for the President of India of the work specified in the under – written memorandum within the time specified in such memorandum at the rates entered in the schedule mentioned in Rule I and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to Rule I hereof & in clause II of the conditions of contract, and with such materials as are provided for by and in all other respects in accordance with such conditions so far as applicable.

MEMORANDUM

- a) General Description : **Conservation work of Hukuru Miskiy (Friday Mosque) at Male, Maldives.**
- b) Estimated Cost : **USD 134,875 \$**
- c) Earnest Money : **USD 2,700 \$**
- d) Percentage, if any, to be deducted from bill : **Nil**
- e) Time allowed for the work from date of written order to commence : **120 days (One hundred and twenty days only)**

Should this tender be accepted, I / We hereby agree to abide by and fulfill all the terms and provisions of the conditions in the pamphlet names 'General conditions and Instructions of Contract' which have been read by me / read and explained to me so far as applicable or in default thereof to forfeit and pay to the President of India or his successors in office the same sum of money mentioned in the said conditions. The sum of USD

is herewith forwarded by DD as earnest money the full value of which is to be absolutely fortified to the said President or his successors in office, should I / We fail to commence the work specified in the above memorandum, in accordance with the clause (I) (A) of the said conditions of contract, otherwise the said sum of USD. _____ shall be retained by Government as on account of such security deposit as aforesaid or (b) the full value of which shall be retained by the Government on account of security deposit specified in Clause (I) (B) of the said conditions of contract.

Dated the Day of 2020

Witness:
Agency

Signature of authorized person of Firm/

(before Submission of tender)

Address:

Occupation:

Signature of Witness to

Firm/Agency signature

The tender is hereby accepted by me on behalf of the President of India.

Dated the Day of

Schedule showing (approximately) materials to be supplied by the Public Works Department under clauses (10) and (25) of the conditions of contract for Work contracted to be executed and the rates at which they are to be charged for:

Particulars	Rates at which the			
	Manpower will be	Unit	Amount	Place of
	charged to the		(USD)	Delivery
	Contractor			

Note: The Contractor or firm submitting the tender should see that the rates in the above schedule are filled up by the Engineer – in – charge on the issue of the form prior to the submission of the tender.

Signature of the Contractor

Signature of Head of Chancery

Sr. No.	Description of work to be executed	Qty. or No.	Wages per day per unit payable to worker (including work insurance etc.)(USD)	Firm /Agency service charges %	GST (%) and other taxes etc.	Total Amount Per day per unit (USD)
1	Supply of Highly skilled workers (Carpenters/ Mason)	500 unit				
2	Supply of skilled workers (Carpenters)	250 unit				
3	Supply of Semi- skilled workers (Carpenters/ Mason/ for Chemical)	1250 unit				
4	Supply of Unskilled workers (others)	1250 unit				
			Total USD			

CONDITIONS

1. You are requested to commence the supply of manpower from date of issue of this written order & to complete the work within **120 Days**.
2. The work should be done to the complete entire satisfaction of the officer-in-charge work conforming to the Standard Specifications.



Head of Chancery

I agree to abide by the above conditions and quote the rate at the estimated cost. Should the tender be accepted, I hereby agree to abide by and full fill all the conditions and Specifications contained in the CPWD Pamphlet No. 7 named 'General Instructions and Conditions of Contract' which have been read by me or in default thereof to forfeit' and pay to the President of India or his successors, the penalty of sum of money mentioned in the said conditions.

CONTRACTOR

APPLICATION FOR TENDER

1	Name of Tendering Company/Firm/Agency	
2	Name of proprietor/Director of Company/Firm/Agency)	
3	Full Address of Regd. Office:	
	Telephone No.	
	Fax No.	
	E-mail Address	
4	Full Address of local Branch office	
	Telephone No.	
	Fax No.	
	E-mail Address	
5	Banker of Company/Firm/Agency (full Address)	
	(a) Telephone Number of Banker	
6	GST Registration Number, if any (Attach attested copy)	