



**Tender for Annual Maintenance Contract for
Housekeeping/Cleaning services at Embassy of India, Kyiv**

**TENDER NO. Kyiv/867/1/2023
Dated: 12.06.2024**

Last date for submission of bid: 03.07.2024

**Embassy of India, Kyiv
20-B, M. Berlinskogo Street, Kyiv- 01901, Ukraine**

Kyiv/867/1/2023
Embassy of India
Kyiv

NOTICE INVITING TENDER

Embassy of India invites Tender under two bid system from registered and authorized firms/agencies for providing Housekeeping/Cleaning services at 20-B, M. Berlinskogo Street, Kyiv as per details given in the tender documents.

2. The interested firms/service agencies should submit the bids in three separate sealed covers, superscribed as “Technical Bid”, “Bid Securing Declaration” and “Financial Bid” respectively. All sealed covers should be put in a separate single envelope superscribed as “Tender No. **Kyiv/867/1/2023** for AMC for Housekeeping/Cleaning services at Embassy of India” and addressed to 20-B, M. Berlinskogo Street, Kyiv by **03.07.2024** (5:00 PM). Please note that tender document will not be accepted after the expiry of stipulated date and time and no request in this regard will be entertained under any circumstances.
3. The site visit may be conducted on **18.06.2024** only on prior appointment basis between 1000 hrs and 1600 hrs to assess the quantum and nature of work to be undertaken. (For any queries, please write to hoc.kyiv@mea.gov.in.)
4. Bidders are required to submit “Bid Securing Declaration” (BSD) in the format attached as Annexure- 1. In the event of non- submission of Bid Securing Declaration (BSD) in the requisite format, the bid will be summarily rejected.
5. The Technical Bids of only those bidders, who have submitted BSD in the prescribed format, will be opened on **04.07.2024** by a Committee authorized by the Competent Authority of the Embassy of India. The financial bids of only those bidders, whose Technical Bids are found to be responsive, shall be opened by the Committee authorized for the purpose.
6. The Embassy reserves the right to reject any or all the bids or cancel the tender process without assigning any reason. The decision of the Embassy shall be final and binding.

LETTER OF BID

Dated: _____

To,

Head of Chancery
Embassy of India
20-B, M. Berlinskogo Street, Kyiv

Ref: Invitation for Bid No. _____ dated _____.

We, the undersigned, declare that:

We have examined and have no reservations to the Bidding Documents, including Addenda (if any) issued in accordance with Instructions to Bidders,

2. We offer to execute, in conformity with the Bidding Documents, the Annual Maintenance Contract for Housekeeping/Cleaning services at Embassy of India, 20-B, M. Berlinskogo Street, Kyiv.

3. Our bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and shall remain binding upon us and maybe accepted at any time before the expiry of the period.

4. If our bid is accepted, we commit and undertake to submit the Performance Security in the form of Bank Guarantee or deposit an equivalent amount in Embassy's account through bank transfer.

5. We also declare that the Government of India/Government of Ukraine or any other Government body/Diplomatic Mission in Ukraine has not declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or for any kind of failure/lapse.

6. We also accept all the terms and conditions of this bidding document and undertake to abide by them.

Yours sincerely,
Authorized Signatory

(Authorized person shall attach a copy of Authorization for signing on behalf of Bidding Company)

Full Name and Designation
(To be printed on Bidder's letterhead)

DATES TO REMEMBER

<u>Events</u>	<u>Date</u>
Notice Inviting Tender	12.06.2024
Starting date of Tender submission	12.06.2024
Site visit	18.06.2024
Pre-bid meeting (if required)	19.06.2024
Last date of Tender Submission	03.07.2024 (5:00 PM)
Verification of BSD & opening of Technical Bids	04.07.2024
Opening of Financial Bids (of only those who qualify in the minimum eligibility and technical criteria)	To be intimated in due course

1. GENERAL INSTRUCTIONS

- 1.1 For the Bidding / Tender Document purposes, the Embassy of India shall be referred to as 'Client and/or Embassy' and the Bidder/Successful Bidder shall be referred to 'Contractor and / or Bidder or interchangeably.
- 1.2 The tender document can be downloaded from the following: i) Embassy's website <https://www.eoiukraine.gov.in/index.php> ii) CPP portal <http://www.eprocure.gov.in> from **12.06.2024** onwards. The last date of submission of sealed bids is **03.07.2024 (5:00 PM)**.
- 1.3 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidders are advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 1.4 The bidder shall submit the copy of the authorization letter / Power of Attorney as the proof of authorization for signing on behalf of the Bidder.
- 1.5 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied by Bid Securing Declaration in requisite format, or any other requirements, stipulated in the tender documents are liable to be rejected.

- 1.6 For all purposes of the contract, the address of the bidder mentioned in the bid shall be final unless the bidder notifies any change of address by a separate letter handed over personally/courier or by email to the Embassy. The bidder shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner.
- 1.7 The bidders are required to visit the site to assess the quantum of work involved before submitting the tender. Once the tender is submitted, it will be presumed that the bidder has seen, understood and completely satisfied with the nature/scope of work to be executed.
2. **Scope of Work** – Commercial offers are invited for annual contract for cleaning of premises of Embassy of India in Kyiv. The company/firm/agency would be required to provide onsite services for the requisite cleaning on an annual basis at a reasonable price.

Details of services are as follows:

- 2.1 Deployment of three cleaners (one for ground floor, one for first floor & one for front and outside the premises) for cleaning of overall premises of the Embassy of India, Kyiv [Total Area - 1524.4 m² with 1375.4 m² covered area]. It includes sweeping, dusting, vacuuming of carpet and other related works.
- 2.2 It includes reception area, consular area, auditorium area, offices, office furniture, wardrobes, floors, toilets, vacuum cleaning of carpets, dusting, litter disposal, staircases, corridors, meeting rooms, kitchen, walls, windows & its glasses.
- 2.3 Purchase and supply of all required cleaning materials/equipment for cleaning/sweeping/ vacuuming of the premises. It also includes fixing of automatic air freshener dispensers & refilling of fresheners for conference room, meeting room, reception area, consular/visa area, auditorium and other selected areas in corridors. All materials/equipment should be of good quality.
- 2.4 Sweeping of the outside area such as front & sides of the Embassy building on a daily basis. Cleaning of glasses on the front side of the Embassy on a daily basis.
- 2.5 Cleaning/Sweeping/vacuuming has to be done from 0800-1700 hrs on all working days (five days a week). Cleaners would require to be deployed on weekends on important occasions also, if required.
- 2.6 Removal of snow from outside of the Entrance of the Embassy on daily basis in winter season.

3. Minimum Eligibility Criteria

- 3.1 The bidder should have a minimum of 3 years of experience in the field of providing cleaning services/ materials to official/commercial buildings/offices.
- 3.2 The bidder should be able to provide one or two User Satisfaction Certificates from other organization(s).
- 3.3 The bidder should provide valid VAT Registration Number.
- 3.4 The bidder should have capability of providing a service replacement at the Embassy premises if the regular cleaning/ sweeping staff doesn't arrive to work due to any reasons.
- 3.5 The bidder should be able to deploy experienced cleaning staff.

4. BID SECURING DECLARATION (BSD)

- 4.1 The bidder is required to submit 'Bid Securing Declaration' as per the proforma attached as Annexure- 1.
- 4.2 Bidder shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the Embassy will render the bidder ineligible to submit bids for contracts with the Embassy for a period of two years.
- 4.3 The Bids without Bid Securing Declaration will be summarily rejected.

5. VALIDITY OF BIDS

- 5.1 Bids shall remain valid and open for acceptance for a period of 180 days from the last date of submission of Bids.
- 5.2 The client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.
- 5.3 Pre-Bid Meeting/Site Visit: Interested companies may visit the site for visualization and better understanding of the quantum of work on **18.06.2024** after fixing a prior appointment, if required. A pre-bid meeting will take place on **19.06.2024** at 1500 hrs in the Embassy. The bidders may also submit their queries related to the tender by email to **hoc.kyiv@mea.gov.in** which may be replied to or discussed in the pre-bid meeting as the Embassy may decide, before in above stipulated date.

6. PREPARATION OF BIDS

- 6.1 **Language:** Bids and all accompanying documents shall be in **English** only. The technical as well as the financial bids should be submitted in two sets – one original and one copy.
- 6.2 **Bid Securing Declaration:** BSD should be prepared by the bidder and submitted in a separate “**Envelope A- Bid Securing Declaration**”.
- 6.3 **Technical Bid:** Technical Bid should be prepared as per the instructions given in the Tender Documents along with all required information, documents in support of the minimum eligibility criteria. **All the documents comprising the Technical Bid shall be put in a separate sealed envelope superscribed as “Envelope B – Technical Bid”.**

Documents comprising the Bid:

- a. Technical Bid Submission Form duly signed and printed on Company's letterhead.
 - b. Contact Details Form, duly filled and signed & stamped.
 - c. All self-attested supporting documents in proof of having fully adhered to minimum eligibility criteria as referred in Section-3 above.
- 6.4 **Financial Bid:** Bidder shall prepare the Financial Bid in the Price Schedule as provided in the Tender Document. Financial Bid shall be put in a separate sealed envelope superscribed as “**Envelope C- Financial Bid**”.

7. SUBMISSION OF BIDS

- 7.1 The Bidding firms have to submit the tenders in two bid system {i.e (i) Technical Bid and (ii) Financial Bid} in the prescribed proforma. Tenders are to be submitted to **Embassy of India, 20-B, M. Berlinskogo Street, Kyiv** on or before last date of submission of tender. All the documents in support of eligibility criteria etc. and other required documents are to be submitted along with the Tender Documents. No Tender Documents will be accepted after the expiry of stipulated date and time under any circumstances whatsoever.

The tender shall be submitted in sealed envelopes as described below:

ENVELOPE 'A'	Bid Securing Declaration (BSD)
ENVELOPE 'B'	Technical bid
ENVELOPE 'C'	Financial Bid

(All the three envelopes A, B, C may then be put in one envelope addressed to Head of Chancery, Embassy of India, 20-B, M. Berlinskogo Street, Kyiv)

- 7.2 No Bid shall be accepted after the specified date and time. However, the Competent Authority in the Embassy reserves the right to extend the date / time for submission of bids, before opening of the Technical Bids, at its own discretion or following pre-bid meeting.

8. BID OPENING PROCEDURE

- 8.1 The Technical Bids (Envelope-B) shall be opened at the Embassy after opening and verifying the BSD (Envelope-A) in the presence of bidders or their representatives and the Tender Evaluation Committee constituted by the Embassy.
- 8.2 After opening of the Technical Bids and verifying the BSD, the technical bids shall be evaluated to ensure that the bidder meets the minimum eligibility criteria as specified in the Tender Document. After evaluation of Technical Bids, a list of technically qualified bidders will be prepared. The Financial bids (Envelope-C) of only technically qualified bidders will be opened on a subsequent date, which will be intimated to the shortlisted bidders in due course.
- 8.3 Bids shall be declared as valid or invalid based on the preliminary scrutiny, i.e. verification of documents submitted by the bidders by the Tender Evaluation Committee. However, in case any thing found false or forged in contrary to the documents submitted by the bidder, its bid will be rejected.
- 8.4 The Financial Bids of only those bidders, who qualify at Technical Bid stage, shall be opened by the TEC. Those bidders who qualify in the technical bid stage, will be intimated through mail/phone about the date for opening of the Financial Bids.
- 8.5 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, the time remaining unaltered.
- 8.6 A letter of authorization shall be submitted by the Bidder's representatives before opening of the Bids.
- 8.7 Absence of bidder or their representative shall not impair the legality of the opening procedures.

9. CLARIFICATION ON TECHNICAL BID EVALUATION.

- 9.1 The Technical Bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the committee may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the client shall not be considered.
- 9.2 If a bidder does not provide clarifications by the stipulated date and time, its bid may be rejected.
- 9.3 Client also reserves the right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder.

10. EVALUATION OF FINANCIAL BIDS AND AWARD OF WORK

- 10.1 The bids which qualify technical bid stage and found responsive will be considered for financial evaluation. The financial bids will be opened and ranked in accordance with the price quoted excluding VAT and termed as L1, L2 and L3 etc., The L-1 bidder will be the one whose quote is found to be the lowest among all technically qualified bidders (the amount quoted excluding VAT will be treated as the price for ranking purposes).
- 10.2 The L-1 bidder will be awarded the work.

11. PERFORMANCE SECURITY (PS):

- 11.1 The successful bidder is required to deposit Performance Security in UAH which will be 5% of the value of contract in favor of 'Embassy of India in Ukraine' in form of Performance Bank Guarantee as per Annexure- 4 or through Bank Transfer to Embassy's account within fifteen days of the acceptance of the Letter of Award (LoA). Performance Security should remain valid for a period of sixty (60) days beyond the date of completion of all contractual obligations of the Contractor. In case, the contract is further extended beyond the initial period, the Performance Security will have to be renewed accordingly by the Contractor. No interest shall be paid on Performance Security.
- 11.2 The Performance Security will be forfeited by order of the Embassy in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, portion of the Performance Security, as may be deemed fit by the Client sufficient to cover any incorrect or excess payments made on the bills to the firm.
- 11.3 If the Contractor fails to provide the Performance Security within fifteen days of the acceptance of LoA, such failure shall constitute a breach of the contract and action in terms of the conditions of the tender will be taken.
- 11.4 On due performance and completion of the contract in all respects, the Performance Security will be returned to the Contractor without any interest on presentation of an absolute 'No Demand Certificate' from the Contractor.
- 11.5 Acceptance of LoA followed by submission of Performance Security (PBG or deposit of the requisite amount through the bank transfer) is the prerequisite for signing of the contract agreement.

12. VALIDITY OF CONTRACT

- 12.1 The contract, if awarded, shall be valid for a period of ONE YEAR (01 year). The contract may be extended annually on year to year basis, for further 02 years [with a maximum tenure of 03 years from the date of start of the work initially] as per the contract signed on same terms and conditions and at the same rates,

subject to satisfactory services provided by the contractor. In case of breach of contract or in the event of not fulfilling the statutory requirements, the client shall have the right at any time to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the Contractor and initiating administrative actions for blacklisting etc. solely at the discretion of the competent authority in the Embassy.

13. PAYMENTS

- 13.1 After award of work, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the Contractor towards the AMC.
- 13.2 The prices in the Price Schedule shall be inclusive of all applicable taxes as may be levied by the Government of Ukraine from time to time.
- 13.3 All payments shall be made in UAH by means of bank transfer.
- 13.4 The Client shall be entitled to deduct in accordance with applicable law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor.
- 13.5 The payment to the workers in accordance to minimum wages prescribed by the local Government along with the statutory compliance Bonus is sole responsibility of the Contractor. In case of revision in minimum wages by the local Government, the same would be absorbed by the service provider. Claim for any escalation shall not be entertained by the Client.
- 13.6 No request for revision/ increase of approved rates during the currency of the contract will be entertained.
- 13.7 No payment shall be made in advance nor will any loan from any bank or financial institution be recommended on the basis of the order of award of work.

14. Other Conditions, Force Majeure & Penalty Clause

- 14.1 The workers so provided should be on the roll of the Company.
- 14.2 The bidder must have satisfactory arrangements for training of its workers. Confirmation in this regard is to be given.
- 14.3 The bidder should submit precise profile of its key clients along with details of services provided.
- 14.4 If any cleaner is absent on a given day, the company will provide a substitute for him otherwise proportionate deductions will be made from the monthly payment.

- 14.5 In case the Contractor fails in adhering to the daily cleaning requirements at Client's premises, and Client has to make alternative arrangements for daily cleaning, then Contractor would reimburse the cost of such arrangements.
- 14.6 Contractor would be fully responsible for all acts of omission or negligence, dishonesty or misconduct of its employees for work at Client's premises. Contractor would indemnify Client against any compensation/claim and damages etc. due to accident or injury to its employees or death due to accident or otherwise, which may arise out of and during the course of their duties. Client would not be liable to pay any damages or compensation to such cleaners or to any third party.
- 14.7 In case of any complaint, either as regards the nature of service or as regards the behaviors of cleaners on duty or otherwise, Contractor would be intimated and would be required to take corrective measures promptly.
- 14.8 Client reserves the right to amend/withdraw any of the terms and conditions in the tender documents or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Client in this regard shall be final and binding on all.
- 14.9 Client reserves its right to revoke the contract at any time, if the services rendered are not found satisfactory during the period of the contract.
- 14.10 Client may, by written notice sent to Contractor, terminate the contract, with a notice period of at least one month, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Client's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.
- 14.11 The bidder must have modern equipment(s), latest technical expertise for management of buildings and related facilities, as has been defined in brief scope of work. Machinery, equipment, implements, material and consumables proposed to be used should be clearly indicated. List of equipment owned by the company may also be furnished with the bid.
- 14.12 Any wrong or misleading information will lead to disqualification.
- 14.13 The bidder shall maintain at all times machinery / equipment and other resources required for upkeep and cleanliness of the premises of the Client. The Contractor will arrange at his own cost additional machinery/ equipment and resources if required by the Client for the purpose.
- 14.14 Client reserves the right to remove any person found unfit.
- 14.15 The bidder would be responsible for all mandatory compliance for social, safety and environmental issues related to the performance of the Contractor in the Client's premises as stated in the eligibility criteria.

15. DISPUTE RESOLUTION AND ARBITRATION

- 15.1 The Client and the Contractor shall settle the dispute amicably within 15 working days from the date, the dispute has been brought to the notice of the Client in writing by the Contractor. The decision of the Ambassador will be final.
- 15.2 Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the India International Arbitration Centre ("IIAC") in accordance with the India International Arbitration Centre (Conduct of Arbitration) Regulations ("IIAC Regulations") for the time being in force, which regulations are deemed to be incorporated by reference in this clause.
- 15.3 The place/seat of the arbitration shall be New Delhi, India.
- 15.4 The Tribunal shall consist of one arbitrator.
- 15.5 The language to be used in the arbitral proceedings will be English.
- 15.6 The Contractor shall continue to perform his duties as far as practicable with diligence notwithstanding the fact that a dispute has been referred to Arbitration or any dispute or difference has arisen. It is also the term of Agreement that if the Contractor does not make any demand for arbitration in respect of any item in writing within 10 days of receiving intimation from the client that the final bill is ready for payment, the claim of the Contractor will be deemed to have been waived and absolutely barred and the client shall be discharged and released of all liabilities under the Agreement in respect of these claims.

Annexure – 1

No. Kyiv/867/1/2023
Embassy of India
Kyiv

**(To be submitted in a separate sealed cover superscribed as
“Envelope A – Bid Securing Declaration”)**

Bid Securing Declaration

I/We accept that if I/we withdraw or modify Bids during the period of validity or if I/we are awarded the contract and I/we fail to sign the contract, or to submit a Performance Security within fifteen days of the acceptance of the Letter of Award (LoA), I/we will be suspended for a period of two years from being eligible to submit Bids for contracts with the Embassy of India, Kyiv.

Date:
Place:

Signature:
Name:

Annexure -2

Format for Submitting the Financial Bid

(To be submitted in a separate sealed cover superscribed as “Envelope C – Financial Bid”)

BID No. _____

Date:.....

To,

Embassy of India
20-B, M. Berlinskogo Street,
Kyiv- 01901, Ukraine

FINANCIAL BID

Proforma to be filled up and submitted by the bidder (in English)

1.	Name of the Bidding Agency/ Company	
2.	Address of the Bidding Agency/ Company	
3.	Contact details of the Bidding Agency/ Company	

Break-up of the total cost:

No. of cleaners	Total three cleaners, one is required from 0600-0900hrs and the other two cleaners from 0800-1700hrs
Wages of cleaners (monthly)	
Total Wages	
Cleaning material charges (if applicable)	
Taxes (if applicable)	
Total Amount in UAH (monthly) (inclusive of taxes)	

Total monthly charges for cleaning services: _____ UAH (inclusive of taxes)

Yours faithfully,
(Signature of Authorized Signatory)

Name:

Designation:

Company Seal:

Annexure- 3

No. Kyiv/867/1/2023

Dated: _____

Letter of Award

Dear Sir/Madam,

I am writing to you with reference to your bid dated _____ for providing Housekeeping/Cleaning services at Embassy of India, 20-B, M. Berlinskogo Street, Kyiv. We are glad to inform you that your company “_____” has been selected for the award of work at the price quoted by you in your bid at the monthly rate of UAH _____ inclusive of VAT.

In order to move further, you are requested to provide the Letter of Acceptance of the award of the work to your company.

Further, you are requested to submit the Performance Security, as stipulated in Para 11 of the Tender Document, within 15 days of the acceptance of the Letter of Award.

(_____)
Head of Chancery
Embassy of India, Kyiv

[Name of Contractor]
Ukraine

Contract Agreement

CONTRACT/AGREEMENT NO DATED.....

THIS AGREEMENT is made onbetween Embassy of India, Kyiv (hereinafter referred to as "Client" which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose principal place of office is at 20-B, M. Berlinskogo Street, Kyiv,

AND

M/s having its registered office at.....

(Hereinafter referred to as "the Contractor") which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing manpower services to Client

NOW THIS AGREEMENT WITNESSTH as follows:

WHEREAS the Client invited bids through open tender, vide Notice Inviting Tender No.____ dated___/___/____for "providing Housekeeping services at Embassy's premises at 20-B, M. Berlinskogo Street, Kyiv.

AND WHEREAS the Contractor submitted his bid in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services to the Client

AND WHEREAS the Client has selected M/s.....as the successful bidder ("the Contractor") pursuant to the bidding process and negotiation of contract prices, awarded the Letter of Award(LoA) No, to the Contractor on.....for a total sum of.....[.....Only] for providing cleaning services required at Embassy's premises at 20-B, M. Berlinskogo Street, Kyiv.}.

AND WHEREAS the Client desires that the cleaning services (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for carrying out such services at the monthly charges of _____ for an initial period of one year from____to____, extendable for further two years on yearly basis at the same rates and terms & conditions, subject to satisfactory performance by the Contractor

AND WHEREAS the Contractor acknowledges that the Client shall enter into contracts with other contractors / parties for the housekeeping services of its premises in case the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard,

AND WHEREAS the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing.

AND WHEREAS the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing housekeeping services in the Client's premises, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.

AND WHEREAS the Contractor shall be responsible for payment of Service Tax with Central Excise and Taxation Department. The documentary proof of the same must be submitted within one month of payment of particular bill for the amount of Service Tax Charged in the said bill

AND WHEREAS the Client and the Contractor agree as follows:

In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement. (This Agreement shall prevail over all other Contract documents):-

The Letter of Award (LoA) issued by the Client;
Letter of Acceptance by the Contractor;
The complete Bid, as submitted by the Contractor;
The Tender Document No. _____ dated _____;
The Addenda, if any, issued by the Client;
Any other documents forming part of this Contract Agreement till date;
Performance Bank Guarantee;
Work Order;
Charges - Schedule annexed to this Article of Agreement;
Supplementary Agreements executed from time to time;
Scope of work.

There will be no mid-term escalation in the contract rate during the entire contract period. Claim for any escalation on account of minimum wages and any other statutory obligations, or otherwise also, during the entire period of the contract, shall not be entertained by the Mission/ Post. The payment to the workers in accordance to minimum wages prescribed by the Ukrainian Government, along with other statutory payments, is the sole responsibility of the Contractor.

Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.

This Contract shall be governed by and construed in accordance with the laws of Ukraine. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor

Signed on Behalf of Client

(Authorized Signatory)

(Authorized Signatory)

Annexure-4

PROFORMA OF BANK GUARANTEE

To,
Embassy of India
Kyiv, Ukraine

BANK GUARANTEES NO:

DATE:

Dear Sir(S)

This has reference to the Work Order No. _____ Dated _____ having _____ been placed by Embassy of India, Kyiv with M/s (Name & Address of Contractor) for UAH _____.

The conditions of this order provide that the Contractor shall,

- a. Arrange to carry out the services listed in the said order by the Client, as per details given in said order, and
- b. Arrange for the service support and provide the items to the Client on site as per the workorder and bid documents.

M/s (Name of Contractor) has accepted the said work order with the terms and conditions stipulated therein and have agreed to issue the performance bank guarantee on their part, towards promises and assurance of their contractual obligations vide the work order No. _____.

M/s. (name of Contractor) holds a current account with us and has approached us and at their request and in consideration of the promises, we hereby furnish such guarantees as mentioned hereinafter.

Embassy of India, Kyiv shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other undertaking of security in respect of the Contractor's obligations and /or liabilities under or in connection with the said contract or to vary the terms vis-a-vis the Contractor or the said contract or to grant time and or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices or the total contract value or to forebear from enforcement of all or any of the obligations of the Contractor under the said contract and/or the remedies of the Embassy of India, Kyiv under any security(ies) now, or hereafter held by the Embassy and no such dealing(s) with the Contractor or release or forbearance whatsoever shall have the effect of releasing the bank from its full liability of the Embassy hereunder or of prejudicing right of the Embassy against the bank.

This undertaking guarantee shall be a continuing undertaking guarantee and shall remain valid and irrevocable for all claims of the Embassy of India, Kyiv and liabilities of

the Contractor arising upto and until date.....Your right to recover the said sum of _____ only) from us in manner aforesaid will not be affected/or suspended by reason of the fact that any dispute or disputes have been raised the said M/s _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or Arbitrator.

Our liability under this guarantee is restricted to _____ (_____ Only) Our guarantee shall remain in force until unless a suit action to enforce a claim under guarantee is filed against us within six months from (which is date of expiry of guarantee) all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

We have power to issue this guarantee in your favour under Memorandum and Articles of Association of our Bank and the undersigned has full power to do under the power of Attorney dated_____.

Notwithstanding anything contained herein:

- 1 Our liability under this guarantee shall not exceed(in words)
- 2 This bank guarantee shall be valid up to.....& unless a suit for action to enforce a claim under guarantee is filed against us within six months from the date of expiry of guarantee. All your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there after i.e. after six months from the date of expiry of this Bank guarantee.
- 3 We are liable to pay the guaranteed amount or any parts thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before
- 4 The Bank guarantee will expire on

Granted by the

Bank Yours

faithfully,

For (Name of Bank)

SEAL OF THE

BANK

Authorized

Signatory

Annexure-5

CONTACT DETAILS FORM

Bidder's description format summary

Name of the Bidding Firm	
Name of Partner(s) & Nationality	
Name of the Authorized Signatory	
Nationality	
Passport No.	
E Mail ID	
Telephone No.	
Fax No.	
Year of Incorporation	
Registration No.	
Service tax no.	
Registered Office & Address	
Branch offices (with address and Contact details) if any	
Average Annual turnover in the <i>last five</i> financial years	
Total Staff Strength with Nationality of Employees	
Total Technical staff percentage	
Nationality of Staff working in Company and to be deputed for work (National of India or friendly country)	

DETAILS ABOUT KEY PERSONNEL OF THE BIDDING COMPANY

(With ID proof/supporting

documents) 1.

2.

3.

4.