



Embassy of India
Paris

No. PAR/PIC/321A/12/2011-Vol-11

19th February 2024

TENDER NOTICE

Sealed bids are invited for undertaking the **Heating and Air-conditioning system-related works in the Indian Cultural Centre (SVCC) located at 3 Avenue Lowendal, Paris 75007.**

2. The bidding companies/firms should meet the following requirements:

- Having a valid registration/licence in France including Siret Number and VAT account in France.
- Local representation in Paris, France.
- The bidder should have experience of undertaking work of similar nature in France in the last 10 last years.
- The successful bidder has to **deposit Performance security** which will be a sum **equivalent to 10% of the accepted contract value in favour of Embassy of India**, Paris in form of Banker's Cheque, within 15 days of the acceptance of the LoA (Letter of Acceptance). Performance Security should remain valid for a period of 60 (Sixty) days beyond the date of completion of all contractual obligations. In case, the contract is further extended beyond the initial period, the Performance Security will have to be renewed accordingly. No interest shall be paid on Performance Security. The Performance Security will be forfeited by order of Competent Authority in Mission 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.

3. The Earnest Money Deposit (EMD) of **Euro 150/-** in the form of Cheque/Bank transfer in favor of Embassy of India, Paris is required to be submitted along with tender bids from **20 February 2024 to 05 March 2024** between 10 am to 12 noon on any working day. Bidders can also submit Bid Securing Declaration (BSD) (Annexure IV) in lieu of EMD. Bids shall not be considered in case the EMD/BSD is not submitted and would be rejected summarily.

4. Documentary evidence of the above qualifications may be submitted along with sealed bids.

5. The tender documents can be downloaded free of cost from the website (www.eoiparis.gov.in) **from 20th February 2024 onwards.**

6. Interested parties may send their *Technical and Financial bids/quotations* in sealed envelope to the Head of Chancery, Embassy of India, 15 rue Alfred Dehodencq, 75116 Paris by **05th March 2024**, superscribed **"Bids for Heating and Air-conditioning system-related works in the Indian Cultural Centre (SVCC) located at 3 Avenue Lowendal, Paris 75007"** on the cover. **The Technical Bid should be in a separate envelope marked as Technical Bid and Financial Bid/Quotation should be in a separate envelope marked as Financial Bid/Quotation. Technical Bid and Financial Bid/Quotation should be accompanied with an English translation or vice versa.** The bids received would be opened at **1600 hrs on 06th March 2024** by a Committee of Officers. Interested parties are welcome to send a representative for opening of the bids in the office of the Head of Chancery, Embassy of India, Paris. For any enquiry, may please contact adm2.paris@mea.gov.in or at telephone no. 01 40 50 50 46.

6. The Embassy of India, Paris reserves the right to reject any bid at any stage of the bidding process without assigning any reasons whatsoever.



Embassy of India
Paris

No. PAR/ADM/815/02/2023

19th February 2024

NOTICE INVITING TENDER

Embassy of India, Paris invites Tender in **Two Bid System (Technical and Financial bids)** from registered and authorized firms/agencies for undertaking the **Heating and Air-conditioning system-related works** in the **Indian Cultural Centre (SVCC) located at 3 Avenue Lowendal, Paris 75007** as per details given in the tender documents and Tender Notice.

2. The tender documents can be downloaded free of cost from the website (www.eoiparis.gov.in) from **20th February 2024**.
3. The interested service providers/firms have to submit the tenders in *Two Bid System* {i.e (i) Technical Bid and (ii) Financial Bid}. Tenders are to be submitted to Embassy of India, Paris. All the necessary documents including those in support of eligibility criteria etc. (except the Financial Bid) are to be submitted along with the Technical bid in a sealed envelope. The Financial Bid will be submitted in a separate sealed envelope. Technical and financial bids may be submitted in separate sealed envelopes and be put in one single main envelope. No tender documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances.
4. The **Earnest Money Deposit (EMD) of Euro 150/-** in the form of Cheque/Bank transfer in favour of Embassy of India, Paris is required to be submitted along with Technical bids from by 20th February 2024 between 10 am to 05 pm on any working day after on-site visit/inspection. **Bidders may note that the site visit is compulsory before providing the quotations.** Bidders can also submit Bid Securing Declaration (BSD) (Annexure IV) in lieu of EMD. Bids shall not be considered in case the EMD/BSD is not submitted and would be rejected summarily.
5. **The Technical Bids will be opened on 06th March 2024** by the Committee authorized by the Competent Authority of the Mission. The Financial Bids of only those bidders, whose Technical Bids are accepted, shall be opened by the Committee. **The pre-bid site visit for all probable bidders may be conducted between 20th February to 5th March 2024** from 1400 hrs to 1600 hrs on prior appointment basis to assess the job requirement / quantum of work involved.
6. The Competent Authority reserves the right to reject any or all the bids without assigning any reason and shall be final and binding.


(Suresh Kumar)
(Head of Chancery)

TECHNICAL PROPOSAL SUBMISSION FORM

Letter of Bid

To,

Dated.....

Mr. Suresh Kumar
Head of Chancery
Embassy of India, Paris

Ref: Invitation for Bid No. PAR/ADM/815/02/2023

We, the undersigned, declare that:

We have examined and have no reservations to the Bidding Documents, including any Addendum issued in accordance with Instructions to Bidders,

2. We, in conformity with the Bidding Documents offer **for undertaking the Heating and Air-conditioning system-related works** in the **Indian Cultural Centre (SVCC) located at 3 Avenue Lowendal, Paris 75007** as per the scope of work defined in this tender.
3. Our bid shall be valid for a period of **120 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 to submit a Performance Security Deposit in accordance with the Bidding Documents.
5. We also declare that M/s(Name of the bidder)..... has not been declared ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/ lapses of serious nature by any Govt. agency of the Country.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,
Authorised Signatory

(Authorised 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

Crucial dates and time for the above tender would be as under:

S. No.	Events	Date	Time (Local)
1.	Notice Inviting Tender	19 Feb 2024	1000 hrs
2.	Starting Date for site visit	20 Feb 2024	1000 hrs
3.	Starting Date for submission of bids	20 Feb 2024	1000 hrs
4.	Last Date for site visit	1st March 2024	1600 hrs
5.	Last Date for submission of bids	05 Mar 2024	1700 hrs
6.	Opening of Technical Bids	06 Mar 2024	1600 hrs
7.	Opening of Financial Bids (Only Technically qualified Bidders)	06 Mar 2024	1700 hrs

Section-1

SCOPE OF WORK

Air-conditioning and Heating systems-related works

HVAC audit -

Material survey.

Commissioning and functional test.

Commissioning of the boiler (excluding works).

Note: Quantities against each item is required to be mentioned.

Section-2

INSTRUCTIONS TO THE BIDDERS

1. GENERAL INSTRUCTIONS

- 1.1 Embassy of India, Paris invites tender from reputed firms/companies for providing services as per **Section 1- Scope of Work**
- 1.5 **Quotation should be in Euro excluding taxes.** In no case any enhancement in approved rate will be entertained during the currency period for which this tender is being considered.
- 1.6 The bids shall be submitted in sealed envelopes superscribed as **“Bid for undertaking the Heating and Air-conditioning system-related works in the Indian Cultural Centre (SVCC) located at 3 Avenue Lowendal, Paris 75007”**. Technical and financial bids may be submitted in separate sealed envelopes and be put in one single main envelope. Format for the technical and financial bids are enclosed in the tender documents.
- 1.7 The bidders shall give full information with reference to the projects in-hand and shall facilitate inspection of the works executed by them and shall give full assistance and information as may be required in connection with this tender.
- 1.8 The bidders while submitting their bids, shall enclose self-attested Photostat copies of experience, trade license, industry licence, essential for carrying out the activities under reference and all/ any other documents that is needed in support of permission from the Competent Authority for carrying out the activities may be submitted in the Technical bids.

2. MINIMUM ELIGIBILITY CRITERIA (please see details in Tender Notice)

- 2.1 The following shall be the minimum eligibility criteria for selection of bidders at Technical Bid stage of the bidding process:-
 - (a) **Legally Valid Entity:** The Bidder/Bidding Firm shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the relevant Act or a firm having trade license granted by City Corporation to do business in France. The proof for supporting the legal validity of the Bidder/Bidding Firm shall be attached with the bid.
 - (b) **Registration:** The Bidder/Bidding Firm must have VAT registration with the concerned authority. The proof in support of the same shall be attached with the bid documents.
 - (c) **Experience:** The Bidder shall have experience for undertaking the **the Heating and Air-conditioning system-related works** at other Embassies High Commissions Government Ministries Department Public Sector Companies / reputed corporate organization/multinational companies.

The bidders shall have to provide all documentary proof in support of the above eligible criteria in the form of attested copies of certificates issued by the respective authority, copy of VAT registration certificate, Experience certificates for completed work /ongoing work issued by previous clients.

3 EARNEST MONEY DEPOSIT

- 3.1 The Earnest Money Deposit of **Euro 150 (Euro one hundred & fifty only)** in the form of Banker's Cheque issued by any reputed Bank drawn in favour of Embassy of India, Paris has to be submitted along-with the bid. The validity of the Banker's Cheque must be up to 6 (six) months. Bidders can also submit Bid Securing Declaration (BSD) (Annexure IV) in lieu of EMD
- 3.2 Bidders 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 aforesaid bid security shall be forfeited to the government.
- 3.3 The bids without **EMD/BSD** shall be summarily rejected.
- 3.4 No claim shall lie against the Mission in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit i.e. no interest will be payable on EMD.

- 3.5 The bid security may be forfeited:
- (i) If the bidder withdraws his bid during the period of validity of the bids specified by the bidder in the bid form; or
 - (ii) In case of successful bidder, if the bidder
 - (a) fails to sign the contract in accordance with the terms of the tender document;
 - (b) fails to furnish required Performance Security Deposit in accordance with the terms of Tender Documents within the time frame specified by the client; or
 - (c) Fails or refuses to honour his own quoted prices for the services or part thereof.
- 3.6 Bidders can also submit Bid Securing Declaration (BSD) (Annexure IV) in lieu of EMD.

4. VALIDITY OF BIDS

- 4.1 Bids shall remain valid and open for acceptance for a period of 120 days from the last date of submission of Bids.
- 4.2 In case, client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- 4.3 The client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

5. PREPARATION OF BIDS

5.1 **Language:** Bids and all accompanying documents shall be in English or French with English translation of the same.

5.2 **Technical Bid:** Technical Bid should be submitted as per the instructions given in this Tender Document along with all required information, documents in support of the minimum eligibility criteria, valid EMD of requisite amount as listed below:

S. No.	Document	Yes/No
1	Contact Details Form (Form-I)	
2	EMD of Euros 150/- (Euros one hundred and fifty only)/BSD	
3	Certified copies of Registration/Incorporation particulars of Company/Firm from appropriate authorities	
4	Certified copies of VAT registration	
5	Proof of minimum experience of completion of works of similar nature in any Foreign Embassies/High Commissions/Government Ministries/Departments/Public Sector Companies/reputed corporate organization/ multinational companies.	
6	Power of Attorney/Authorization for signing the bid documents.	
7	Attested copy of manpower wages roll	

5.3 **Financial Bid:** This is a LUMPSUM PRICE TENDER based on the Schedule of items mentioned in the scope of work. The Bidder shall examine the Tender Documents and all Addenda (if any) before submitting his/her Bid and shall become fully, informed as to the extent, quality, type and character of operations involved in the works. He /She shall visit and acquaint himself/herself with the exact scope of work. The scope of work as given in the tender is to act as a yardstick for the bidders. Bidders may prepare their own estimates after site visit. No consideration or compensation will be given for any alleged misunderstanding of the articles of these documents. Bidders are required to quote Lumpsum prices on "Form of Tender". Bidder shall prepare the financial Bid in the Price Schedule as provided in the Tender Document. Then the Financial Bid shall be sent in a separate sealed envelope along with the bid documents.

5.4 The Lump sum Tender Price/amount and rates for variations must be quoted both in figures and words and the currency must be in Euro only. In case of any discrepancy between figures or words, the amount or rates quoted in words shall be taken to be correct for this tender.

5.5 The Lumpsum Tender Price/amount shall be submitted according to the "Form of Tender", with suitable entries, including appropriate signatures, made in all blank spaces. The form shall not be altered. The Bidders shall strictly comply with all the conditions stated in the Tender Documents. The Form of Tender must be signed by a person or persons authorised to sign the Tender and shall be dated and stamped with the Bidder's stamp. Evidence or signature authority, such as a Power of Attorney, shall be provided with the Tender. The unit rates quoted in the Schedule of items of the tender documents shall be used towards variation as per the tender conditions. Decision on tender will be taken based on the final price quoted on the Form of Tender. Any mismatch in the final quoted price on Form of Tender and Total amount worked out in the Schedule of Items, the final price quoted on Form of Tender shall be considered for comparison of tenders and decision on tender. The rates on the Schedule of items or elsewhere shall be adjusted in the ratio to match with quoted final price on the Form of Tender.

6. SUBMISSION OF BIDS

6.1 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 Head of Chancery, Embassy of India, Paris. 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 for the purpose under any circumstances what so ever.

The tender shall be submitted in sealed envelopes as described below:
ENVELOPE 'A' Earnest Money Deposit (EMD) or BSD (Annexure IV)
ENVELOPE 'B' Tender Documents (Technical bid)
ENVELOPE 'C' Financial Bid (Section-3)
Other enclosures as required in this tender.

The envelopes containing "A", "B" & "C" of offers shall be duly superscribed with Name of Work and above Envelopes A, B, and C to be put in another sealed envelope with the name of work written on top. The envelope "A" containing EMD or BSD shall be opened first. Bidders who have submitted valid EMD/BSD as mentioned shall be considered successful for opening of Technical Bids. Technical bids (Envelope B) of successful bidders shall be opened immediately. Both EMD and Technical bids envelopes shall be opened in presence of bidders or their representatives. After evaluation of Technical Bids on site, a list of qualified bidders will be prepared by the Employer. Financial bid (Envelope 'C') shall be open thereafter.

6.2 No Bid shall be accepted after the specified date and time. However the Competent Authority in the Embassy of India, Paris, reserves right to extend the date / time for submission of bids, before opening of the Technical Bid

7. BID OPENING PROCEDURE

- 7.1 The Technical Bids shall be opened in the office of Head of Chancery, Embassy of India, Paris) **on 06 March 2024** at 1600 hrs before the Committee constituted by the Competent Authority of Embassy of India, Paris in the presence of such bidders, who may wish to be present themselves personally or through their representatives.
- 7.2 The Financial Bids of only those bidders, who qualify at Technical Bid stage, shall be opened by the Committee authorized for the purpose.
- 7.3 A letter of authorization shall be submitted by the Bidder's representatives before opening of the Bids.
- 7.4 Absence of bidder or their representative shall not impair the legality of the opening procedures.
- 7.5 After opening of the Technical Bids and verifying the EMD amount/BSD, the technical bids shall be evaluated to ensure that the bidder meets the minimum eligibility criteria as specified in the Tender Document.

- 7.6 Bids shall be declared as valid or Invalid based on the preliminary scrutiny, i.e. on site verification of documents submitted by the bidders by the Tender Opening Committee. The financial bids will be opened on result of such scrutiny. However, in case any thing found false or forged in contrary to the documents submitted by the bidder, its bid will be rejected and suitable legal action may be taken.
- 7.7 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. CLARIFICATION ON TECHNICAL BID EVALUATION.

- 8.1 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 client 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. The client's request for clarification and the response shall be in writing.
- 8.2 If a bidder does not provide clarifications of its bid by the date and time set in the client's request for clarification, its bid may be rejected.
- 8.3 Client also reserves the right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 2.2.

9 PERFORMANCE SECURITY

- 9.1 **The successful bidder has to deposit Performance Security which will be a sum equivalent to 10% of the accepted contract value in favour of Embassy of India, Paris in form of Banker's Cheque, within fifteen days of the acceptance of the LoA(Letter of Acceptance). Performance Security should remain valid for a period of 60 (Sixty) days beyond the date of completion of all contractual obligations. In case, the contract is further extended beyond the initial period, the Performance Security will have to be renewed accordingly. No interest shall be paid on Performance Security.**
- 9.2 The Performance Security will be forfeited by order of the Competent Authority in Mission 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 deem fit by the Mission sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of Agency's bill has been received and examined.
- 9.3 If the company fails to provide the Performance Security within fifteen days of the acceptance of LoA, such failure shall constitute a breach of the contract and the Mission shall be free to make other arrangements at their own risk, cost and expense.
- 9.4 On due performance and completion of the contract in all respects, the Performance Security will be returned to the company without any interest on presentation of an absolute 'No Demand Certificate' from the agency and upon return in good condition of any specifications, samples or other property belonging to the client, which may have been issued to the agency, for carrying out work stipulated in the contract.

10 VALIDITY OF CONTRACT

The contract, if awarded, shall be valid for a period 30 working days (30 days), ie. the completion of work must be completed within a period of 30 working days. In case of breach of contract or in the event of not fulfilling the minimum requirements / statutory requirements, the Embassy 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 black listing etc. solely at the discretion of the competent authority in Mission.

11 PAYMENTS

- 11.1 **After award of work, payment will be made after achieving 10% of progress, equal percentage of payment will be made, with 2.5% being retained till the Defect Liability Period.**

11.2 The quotations should be exclusive of all applicable taxes as may be levied by the Government from time to time.

11.3 All payments shall be made in Euro by means of Cheque.

11.4 The payment to the workers in accordance to minimum wages prescribed by the Govt of France along with the statutory compliance including Bonus is sole responsibility of the company. In case of revision in minimum wages by the Govt of France, the same would be absorbed by the company. Claim for any other escalation shall not be entertained by the Mission.

12 **Other Conditions, Force Majeure & Penalty Clause**

12.1 The company would be fully responsible for all acts of omission or negligence, dishonesty or misconduct of its employees for work at Mission's premises. The company would not ask Mission to give 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 on-site. Embassy would not be liable to pay any damages or compensation to such workers or to any third party.

12.2 In case of any complaint, either as regards the nature of service or as regards the behaviours of worker on site or otherwise, company would be intimated and would be required to take corrective measures promptly.

12.3 The Mission 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 Mission in this regard shall be final and binding on all.

12.4 Quotation should be valid for four months (120 days) which would be opened by the authorized officers in the presence of representatives of the firms present at the time of opening of the tenders. The date, time and venue of opening of bids will be intimated to the bidders.

12.5 The Mission reserves its right to revoke the contract at any time, if the services rendered are not found satisfactory during the period of the contract.

12.6 The Mission may, by written notice sent to the company, terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Mission's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.

12.7 The bidder must use modern equipment, latest technical expertise for the job as has been defined in brief scope of work.

12.8 The employees of the company to be deployed should have bank accounts and the company should be ready to provide proof of payment of salary to each employee through these bank accounts. The company will have to ensure compliance of all mandatory labour laws/regulations laid down by Local Govt. This will include payment of minimum wages and other benefits like bonus, leave, cost of uniform etc to bidder's each employee will solely be the liability of the bidder only.

12.9 Any wrong or misleading information will lead to disqualification.

12.10 The bidder shall deploy adequate manpower, machinery and resources to ensure completion of work as per stipulated operational timings.

12.11 Should any new areas of work not envisaged as being part of this tender document are added, the prices for the new areas of work shall be mutually agreed upon between the company and the Embassy on the actual rate analysis or as per the prevailing rates as agreed in this tender document.

12.12 Mission reserves the right to remove any person found unfit.

12.13 The bidder would be responsible for all mandatory compliance for social, safety and environmental issues related to the performance of the service provider as stated in the eligibility criteria.

Section-3

FINANCIAL BID

S. No	Category	Number of employees	Annual turnover of the company	Registration of company and its insurance status	Experience	VAT charge structure

CHECK LIST

S. No.	Particulars	YES/NO
1	Have you filled and submitted all forms (i) Technical bid, (ii) Financial bid, (iii) Contact detail form and (iv) Checklist?	
2	Have you read and understood various conditions of the Contract and shall abide by them?	
	TECHNICAL BID	
3	Have you enclosed the draft/pay order for EMD?	
4	Legal Valid Entity: Have you attached the certificate issued by competent authority?	
5	VAT Registration Certificate	
6	Experience: Have you attached the attested experience certificates issued by the Organizations / Government Deptts?	
7	Have you submitted the proof of authorization to sign on behalf of the bidder in the Technical Bid?	
9	Have your Technical Bid been prepared as per the Requirements of the Tender?	
	FINANCIAL BID	
10	Have your financial Bid proposal duly filled in as per Instructions?	
11	Have you quoted prices against each of the category, i.e. Manpower, material & equipment?	
12	Have you provided cost break ups for all components in the Financial bid?	
13	Have you attended pre-bid site visit/briefing?	

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

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

Name:

Mob No.

Date:

CONTACT DETAILS FORM

GENERAL DETAILS OF BIDDER

1. NAME OF THE COMPANY
2. NAME AND DESIGNATION OF AUTHORISED REPRESENTATIVE
3. COMMUNICATION ADDRESS
4. PHONE NO./MOBILE NO.
5. FAX E-MAIL I.D,

PARTICULAR DETAILS OF THE BIDDER'S REPRESENTATIVE

1. NAME OF THE CONTACT PERSON
2. DESIGNATION
3. PHONE No
4. MOBILE No
5. E-MAIL ID

Contract Agreement

CONTRACT/AGREEMENT NO

DATED.....

THIS AGREEMENT is made onbetween . . . (Mission)... (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 (address of the Mission)

AND M/s..... having its registered office at..... (Hereinafter referred to as "the Agency") 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 dated ___ for "**undertaking the Heating and Air-conditioning system-related works** in the **Indian Cultural Centre (SVCC) located at 3 Avenue Lowendal, Paris 75007.**

under Tender No. _____ dates _____

AND WHEREAS the Company 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 company") pursuant to the bidding process and negotiation of contract prices, awarded the Letter of Acceptance (LoA) No....., to the company on.....for a total sum of.....[BDT.....Only] for providing required by the Mission.

AND WHEREAS the Client desires that **the Heating and Air-conditioning system-related works** in the **Indian Cultural Centre (SVCC) located at 3 Avenue Lowendal, Paris 75007** (as defined in the Bidding Document) be performed, executed and completed by the company, and wishes to appoint the company for carrying out such works.

AND WHEREAS the company acknowledges that the Client shall enter into contracts with other contractors / parties for such works in case it 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 company as parties of competent capacity and equal standing.

AND WHEREAS the company 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

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

AND WHEREAS the company has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents **for undertaking the Heating and Air-conditioning system-related works** in the **Indian Cultural Centre (SVCC) located at 3 Avenue Lowendal, Paris 75007**, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.

AND WHEREAS the company shall be responsible for payment of VAT/other taxes. 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 company 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 Acceptance (LoA) issued by the Client;
Notice to Proceed (NTP) issued by the Client;
The complete Bid, as submitted by the company;
The Addenda, if any, issued by the Client;
Any other documents forming part of this Contract Agreement till date; (Performance Bank Guarantee, Bank Guarantee);
Charges - Schedule annexed to this Article of Agreement;
Supplementary Agreements executed from time to time.

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 Paris 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 Agency

Signed on Behalf of
Embassy of India,

(Authorised Signatory)

(Authorised Signatory)

(This may be submitted by the bidder in lieu of the document at Section-VII)

Bids 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 before the deadline defined in the request for bids document, I/we will be suspended for the period of time specified in the request for bid document from being eligible to submit Bids for contracts with the Government of India.

Date :

Place :

Name :

Signature :