

No. MAR/PER/813/01/2024	16.07.2024
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TENDER NOTICE

Sealed bids are invited for providing **uniformed security** at the following address:

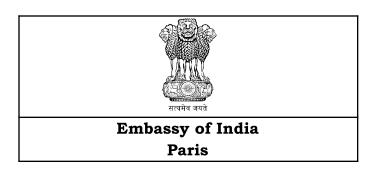
I. At 397, Avenue du Prado, 13008 Marseille (Chancery premises, Consulate of India, Marseille) - one Security Guard to be present round the clock 7 days a week

- 1. The bidding companies/firms should fulfil the following requirements:
 - i. Experience of undertaking work of similar nature in France in the last 10 years.
 - ii. Only companies having 50 employees or more should bid.
 - iii. Having a registration in France including SIRET Number and VAT account in France.
 - iv. Local representation in Marseille, France.
 - v. The service provider should be able to provide only such security guards who have been vetted by local Government's security departments(s) or other competent authorities in terms of guard's past record, character, and antecedents. The Provider should provide background details of the security guards and proof of their vetting.
 - vi. The Security Guards to be deployed must have at least 5(five) years' experience in a similar role.
 - vii. The Security Guards to be deployed should have attended education at least up to 10th Grade or matriculation equivalent. The Security Guards to be deployed should be proficient in the local language and should be in possession of minimum English language skills required to communicate with the Mission staff.

- viii. The service provider should only provide those security guards who possess adequate training on security duties such as access control, anti-sabotage checks, handling of DFMDs, monitoring CCTV, baggage scanners etc.
 - ix. The service provider must have the facility of real time checks of the guards.
 - x. The service provider should provide proofs of compliance of local laws and statutory regulations in running a private security company.
 - xi. Only those companies should bid who have at least five years' experience in giving protection to a foreign Diplomatic Missions/International Organisations.
- xii. The service provider must have a 24x7 control room.
- xiii. **Exit Clause:** The hiring agreement will have a clear exit clause wherein either side can end the agreement after giving a notice of 1-3 months.
- xiv. **Penalty Clause**: In case the service provider fails to provide the desired services or breaches the contract and for loss or damage, if any, to property, life, and limbs of Mission staff etc due to negligence of the security guard or substandard services of the service provider.
- xv. **Medical Facility:** Medical facility to the security guards to be deployed at the above said three places will be the sole responsibility of the service provider.
- 3. Documentary evidence of the above qualifications may be submitted along with sealed bids.
- 4. The tender documents can be downloaded free of cost from the website (www.eoiparis.gov.in) from 18.07.2024 onwards.
- 5. Interested parties may send their Technical and Financial bids/quotations along with the proposed security plan in sealed envelope to the Second Secretary (Consul), Embassy of India, 15 rue Alfred Dehodency, 75116 Paris by (to be filled in after receipt of in-principle approval from BOS), superscribed "Bids for providing Security guard at Chancery premises, Consulate of India, Marseille" 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 09.08.2024** 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, Paris. Embassy of India, For anv enquiry, may please contact hoc.marseille@mea.gov.in or at telephone no. 0670821884.

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.

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No. MAR/PER/813/01/2024 16.0

NOTICE INVITING TENDER

Embassy of India, Paris invites Tender in **Two Bid System (Technical and Financial bids)** from registered and authorized firms/agencies for providing **uniformed security services** 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 18.07.2024.**
- 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 2000 in the form of Cheque/Bank transfer in favour of Embassy of India, Paris is required to be submitted along with Technical bids from 18.07.2024 between 10 am to 05 pm on any working day. Bids shall not be considered in case the EMD is not submitted and would be rejected summarily.

- 5. **The Technical Bids will be opened on 09.08.2024** 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 on 30th July, 2024** 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.

TECHNICAL PROPOSAL SUBMISSION FORM

Letter of Bid

1	
Dated	

To.

Ms. Sadaf Choudhry

Second Secretary (Consul) Embassy of India, Paris

Ref: Invitation for Bid No.

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 to provide **uniformed security services** for Consulate General of India, Marseille at its premises at **397**, **Avenue du Prado**, **13008 Marseille** 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.

(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	18/07/2024	1000 hrs
2.	Starting Date for submission of bids	18/07/2024	1000 hrs
3.	Starting Date for site visit	30/07/2024	1000 hrs
4.	Last Date for site visit	30/07/2024	1700 hrs
5.	Last Date for submission of bids	08/08/2024	1700 hrs
6.	Opening of Technical Bids	09/08/2024	1600 hrs
7.	Opening of Financial Bids	09/08/2024	1700 hrs
	(Only Technically qualified Bidders)		

Section-1

SCOPE OF WORK

Providing uniformed security services at:

(I) At Chancery premises (397, Avenue du Prado, 13008 Marseille), one Security Guard to be present round the clock 7 days a week

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 Price quoted should be in Euro and should be inclusive of all charges. 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 "Bids for providing Security guard at Chancery premises, Consulate of India, Marseille". 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 in providing security services for Embassies /High Commissions /Government Ministries /Departments

/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. Attested copy of manpower wages in respect of the previous four quarters may be attached with the bid documents.

3. EARNEST MONEY DEPOSIT

- 3.1 The Earnest Money Deposit of **Euro 2000 (Two Thousand Euros)** 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.
- 3.3 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.
- 3.4 The bids without Earnest Money Deposit shall be summarily rejected.
- 3.5 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.
- 3.6 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.
- 3.7 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 2000/- (Two Thousand Euros)	
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 man power wages roll	

5.3 **Financial Bid:** 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.

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 Second Secretary (Consul), 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 Second Secretary (Consul), Embassy of India, Paris) on 09.08.2024 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, 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 Agency 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 agency 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 of <u>SIX MONTHS</u> (06 months) with effect from date of signing of the contract, extendable for six more months on the same terms and conditions and same rates, subject to satisfactory services provided by the vendor. In case of breach of contract or in the event of not fulfilling the minimum requirements / statutory requirements, the Mission 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, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to agency appointed for the job on completion of this tendering process.
- 11.2 The prices in the Price Schedule shall be inclusive of all applicable taxes as may be levied by the Government from time to time.
- 11.3 The Agency shall be paid on a monthly basis for the services rendered in the preceding month. The billing cycle will be the 1st of every month to the last day of the month. The Agency shall submit correct invoice in terms of services provided within 10 days of the succeeding month.
- 11.4 All payments shall be made in Euro by means of Cheque.
- 11.5 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 Agency, and the amount so deducted shall be deemed to be a payment made to the Agency.
- 11.6 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 agency. In case of revision in minimum wages by the Govt of France, the same would be absorbed by the agency. Claim for any other escalation shall not been entertained by the Mission.

12. Other Conditions, Force Majeure & Penalty Clause

- 12.1 The workers so provided should be on the roll of the Agency and their antecedents should be pre-verified by the Police authorities. A copy of the verification of each worker shall be submitted to the Mission before deployment for work.
- 12.2 The bidder must have satisfactory arrangements for training of its workers. Confirmation in this regard is to be given.
- 12.3 The Agency should submit precise profile of its key clients along with details of services provided.
- 12.4 If any worker is absent on a given day, the company will provide a substitute for him otherwise proportionate deductions will be made from the monthly payment.
- 12.5 In case the Agency fails in adhering to the daily Services and Mission requires to make alternative arrangements for the same, then Agency would reimburse the cost of such arrangements.
- 12.6 The Agency would be fully responsible for all acts of omission or negligence, dishonesty or misconduct of its employees for work at Mission's premises. The Agency would indemnify Mission 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. Mission would not be liable to pay any damages or compensation to such workers or to any third party.
- 12.7 In case of any complaint, either as regards the nature of service or as regards the behaviours of worker on duty or otherwise, Agency would be intimated and would be required to take corrective measures promptly.
- 12.8 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.
- 12.9 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.
- 12.10 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.
- 12.11 The Mission may, by written notice sent to Agency, 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.
- 12.12 The bidder must use modern equipment, latest technical expertise for the job as has been defined in brief scope of work.
- 12.13 The employees of the Agency 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 Agency 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.
- 12.14 Any wrong or misleading information will lead to disqualification.
- 12.15 The bidder shall deploy adequate manpower, machinery and resources to ensure completion of work as per stipulated operational timings. No over timing shall be allowed to the Agency in this regard.
- 12.16 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 Client and the bidder based on the actual rate analysis or as per the prevailing rates as agreed in this tender document.
- 12.17 Additional staff required other than specified shall be obtained on pro-rata basis.
- 12.18 Mission reserves the right to remove any person found unfit.

12.19 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.	Category	Minimum	Number of	Price per	Total
No.		number of	work-force	worker/supervisor	price
		workforce	Quoted by	/manager/materia	
		required	Bidder	1 & equipment per	
				month	
(a)	(b)	(c)	(d)		(d)x(e)

	(Lump Sum)			
VAT/Other taxes	(as applicable)			
	Total (1+2+3)			

Annual costing for the above items (Monthly value X 12) =

- (i) Payments shall be made by the Client as per the terms and conditions of the Tender Documents,
- (ii) **Prices shall be valid for a period of one year**. However, on revision of minimum wages, Contractor may request in writing for enhancement of minimum-wages accordingly to the Client, which shall be considered and agreed, if found reasonable by the Client,
- (iii) The quoted consolidated monthly amount prices shall be inclusive of all charges and taxes. It shall also include cost of training and uniform etc.

Note:

- 1. Pricing break up for each of the above mentioned components must be given separately
- 2. Separate break ups are necessarily to be submitted for each part of the financial bid. If required, a separate sheet may be attached along with this Summary Sheet mentioning the break up for each type of service. However, the bids shall be decided on the basis of lump sum cost of all the services (i.e. manpower, consumables, machinery, pest control, plantation etc.).
- 3. All the cost heads shall be inclusive of all applicable taxes as per Govt. Legislation. The amount quoted should constitute the landed cost of hiring an external agency towards **providing uniformed security services** at **the 01 above-mentioned location** for a period of Six Months. All rates shall be quoted for the corrected value of Euro.

Annexure-I

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:

Annexure-II

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 REPRESENT	TATIVE
1. NAME OF THE CONTACT PERSON	
2. DESIGNATION	
3. PHONE No	
4. MOBILE No	
5. E-MAIL ID	
	<u>Annexure-III</u>
<u>Contract Agreement</u>	
CONTRACT/AGREEMENT NO	DATED
THIS AGREEMENT is made on	aless excluded or repugnant

AND	M/s	having	its	registe	ered
office	at (Hereinafter referred to as "the	Agency") v	which	express	sion
shall	unless excluded by or repugnant to the context	be deeme	d to i	nclude	his
succe	ssors, heirs, executors, administrators, representa	atives and	d assi	gns) 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 18.07.2024 for "providing <u>Uniformed Security Services</u> required at Chancery premises, Consulate of India, Marseille located in 397, Avenue du Prado, 13008 Marseille – one security guard to be present round the clock under Tender No. MAR/PER/813/01/2024 dated 16.07.2024

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

AND WHEREAS the Client desires that the **Uniformed Security Services** (as defined in the Bidding Document) be provided, performed, executed and completed by the Agency, and wishes to appoint the Agency for carrying out such services.

AND WHEREAS the Agency acknowledges that the Client shall enter into contracts with other contractors / parties for the housekeeping services of its premises 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 Agency as parties of competent capacity and equal standing.

AND WHEREAS the Agency 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 Agency as parties of competent capacity and equal standing.

AND WHEREAS the Agency has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing **Uniformed Security 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 Agency 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 Agency 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 Agency;
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 A	Agreement to b	e
executed in accordance with the laws of India on the day, month and	nd year indicate	d
above.		

Signed on behalf of the Agency

Signed on Behalf of Embassy of India,

(Authorised Signatory)

(Authorised Signatory)

Annexure-IV

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

Bids Securing Declaration

I/we accept that if l/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:	Pla	ice :

Name:	Signature :
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