

Embassy of India
Moscow

TENDER NOTICE No. MOS/PROP/862/02/2021 Dated 22.02.2023

TENDER FOR SELECTION OF CONTRACTOR
FOR CONSTRUCTION OF AN ALL-WEATHER COURT WITH SPORTS FACILITY
FOR BASKETBALL, TENNIS AND BADMINTON IN EMBASSY OF INDIA, MOSCOW



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Embassy of India
Moscow

SECTION-1
(NOTICE INVITING E-TENDER)

No. MOS/PROP/862/02/2021

Dated 22.02.2023

SUBJECT: TENDER FOR SELECTION OF CONTRACTOR FOR CONSTRUCTION OF AN ALL-WEATHER COURT WITH SPORTS FACILITY FOR BASKETBALL, TENNIS AND BADMINTON IN EMBASSY OF INDIA, MOSCOW

Embassy of India, Moscow invites bids from Established Firms/Company for construction of an all-weather court with sports facility for Basketball, Tennis and Badminton in Embassy of India, Moscow.

TENDER NOTICE No. MOS/PROP/862/02/2021		Dated 22.02.2023
Important Dates		
Date of Publishing	22.02.2023	
Bid Document Download Start Date	22.02.2023	
Clarification Start Date	22.02.2023	
Clarification End Date	13.03.2023	
Bid Submission Start Date (Offline by sealed envelope)	22.02.2023	
Bid Submission End Date (Offline by sealed envelope)	16.03.2023	
Date of Technical Bid Opening at Embassy of India, Vorontsovo Polye 6-8, Moscow	17.03.2023	

2. Interested firms may submit their bids in **two bids system (Technical Bid and Financial Bid in separate sealed cover)** superscribed as 'Tender for selection of contractor for construction of an all-weather court with sports facility for Basketball, Tennis and Badminton in Embassy of India, Moscow'. EMD of Rub 300,000/- is payable by bank transfer in favour of "Embassy of India, Moscow" payable at Moscow, by 1700 hrs on 16.03.2023 along with the bid document.

3. The Competent Authority of the Embassy reserves the right to reject any or all the bids or to modify any terms and conditions of the tender without assigning any reason and the decision of the competent authority of the Embassy shall be final and binding. This notice inviting tender/ e-tender is not an offer or an agreement by Embassy of India, Moscow.

(Naorem J. Singh)
Counsellor (HOC)
Embassy of India, Moscow
Vorontsove Polye 6-8
Moscow 105064
[Email: hoc.moscow@mea.gov.in](mailto:hoc.moscow@mea.gov.in)

**Embassy of India
Moscow**

TENDER NOTICE No. MOS/PROP/862/02/2021 dated 22.02.2023

**SECTION-2
(Introduction & Scope of work)**

2.1 Introduction

Offline quotations in sealed envelope are invited from experienced and reputed service providing entities as per eligibility criteria given, for construction of an all-weather court with sports facility for Basketball, Tennis and Badminton in Embassy of India, Moscow.

2.2 Site Visit

Physical visit to the site is advisable to have a general idea about the extent of works required.

2.3 Scope of Work

- i. Development of a Pre-project:
 - a) Development of topographic survey of the construction site which includes a Site Situation plan on a scale of 1:2000 including the location of objects.
 - b) Photo fixation of the current state of the site proposed for the sports complex/court (at least 6 photographs with reference of the survey points to the terrain).
 - c) Prepare a list of works for site improvement including construction of a foundation (platform).
 - d) Preparation of a section on :
 - Scheme of the planning organization of the land plot (includes an improvement project, a master plan, a situational plan, a vertical layout, a summary plan of networks, an explanatory note).
 - Architectural solutions (includes plans, facades, sections, 3d visualization of the structure).
 - Structural and space-planning solutions (includes plans, sections, foundations and foundations structures, base for sports surfaces and for the nodes of conjugation of an Air-supported structure).
 - Engineering solutions (includes sections on Technological solutions, solutions for Heating, Ventilation and Air Conditioning, solutions for Water supply and drainage, solutions for Power supply and Electrical equipment).
 - Fire-fighting measures.
 - Organization of access for persons with disabilities.
 - e) Calculation and engineering diagrams of units of an air support structure.
 - f) Calculation of additional load on engineering networks and obtain the appropriate technical conditions for connection in resource-supplying organizations.
 - g) Provision of generator for electricity backup.

- h) Preparation of a traffic pattern (scheme of movement of people and equipment on the court in emergency cases).
- i) Types and samples of suitable sport surfaces.
- ii. Coordination with concerned government departments for approval for construction of an all-weather court with sports facility for Basketball, Tennis and Badminton
- iii. Purchasing of an (a) air-supported structure, (b) sport equipments for basketball, tennis and badminton, and (c) sport lighting sources.
- iv. Preparation of the construction site and foundations.
- v. Installation of the air-supported structure with heating and lighting equipment.
- vi. Laying of sports flooring and equipment installation.
- vii. During the construction phase, installation of partitions in accordance with the plan and layout of the sports complex/court.
- viii. Inspect and identify defects prior to the expiry of Defect Liability Period, warranty claim; advise corrective measures and rectify all defects to full satisfaction of the Employer; and issue a certificate of final completion of work.
- ix. Any other work not listed above, but deemed essential by the contractor.

**Embassy of India
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**SECTION-3
(Minimum Eligibility Criteria)**

Embassy of India, Moscow invites bids in **Two Bids System (Technical Bid (Annexure 'A') and Financial Bid (Annexure 'B') in separate sealed cover)** from service providers who fulfill the qualifying criteria as listed below:-

- a) **Legally Valid Entity:** The Bidder shall be registered with appropriate Russian Authority for carrying out sports court construction in Moscow. The bidder must be in existence for a **minimum period of 5 years as on 01.02.2023**.
- b) **Registration and licenses:** **The Bidder must have appropriate licenses and registrations from all relevant authorities.** If it is found at a later stage that one or more relevant license and/or registration is not obtained by the bidder, the work/job order may be cancelled and entire amount of Performance Guarantee would be forfeited at the discretion of the Embassy.
- c) **Experience:** The Tenderer must have satisfactorily completed in the last seven years (i) one similar work of value of Rubles 11,438,273/- or (ii) two similar works of value of Rubles 8,578,705/- or (iii) three similar works of value of Rubles 5,719,136/-. Commencement Certificate and Completion Certificate from the Employer will be for the similar works.
- d) The firm must have its registered office within the city of Moscow.
- e) The bidder should have had average annual financial turn-over of Rubles 7,148,921/- (excluding VAT) or more on Construction works during the immediate last three consecutive financial years. This should be duly audited/certified by a Chartered Accountant. Year in which no turnover is shown would also be considered for working out the average.

Note:

- a) The above mentioned eligibility criteria must be supported by documentary proofs and the same may be provided at the time of submitting technical bids. Failing to do so, bids will be rejected by the Embassy.
- b) The Bidder/its sister concern/ any group company should not have been blacklisted/ debarred from participating in bid by Govt. of India, Embassy of India, Moscow & Russian Govt.
- c) If, at any given point of time, it was found that false information/certificates have been furnished by the bidder to fulfil the eligibility criteria, the work order will be cancelled and performance security alongwith the pending invoices till date will be forfeited. Further, the firm will be blacklisted and would not be allowed to participate in future. False claims made by the firm will be reported to the concerned authorities in Russia/India, as decided by competent authority of the Embassy.

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**SECTION-4
(EMD, Performance Security & Payment terms)**

4.1. Earnest Money Deposit (EMD)

- (a) Earnest Money Deposit (EMD) of Rub 300,000/- (Rubles three hundred thousand only) has to be deposited in the Embassy account **failing which the bids will not be considered**.
- (b) The submission of EMD is compulsory for all the Bidders, except those who are registered with the MSME, Central Purchase Organization, National Small Industries Corporation (NSIC) or the Ministry of External Affairs for the purpose.
- (c) The EMD shall be returned to those bidders whose offer is not accepted by the Embassy within 30 days from the date of signing the agreement with the successful bidder. However, if the return of EMD is delayed for any reason, no interest/penalty shall be payable to the bidder. The EMD shall not carry any interest.
- (d) EMD of the successful bidder will be returned on receipt of Performance Guarantee.
- (e) EMD of a tenderer will be forfeited, if the tenderer withdraws or amend its tender or impairs or derogates from the tender in any respect within the period of validity of its tender.

4.2 Performance Security (PS)

- (a) The successful bidder has to deposit Performance Security which will be a sum equivalent to 5% of the accepted contract value in favour of Embassy of India, Moscow (payable at Moscow) in form of a Bank Guarantee, at the time signing of agreement.
- (b) Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the service provider. 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.
- (c) The Performance Security will be forfeited by order of the Competent Authority in the Embassy in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance. On expiry of the contract, portion of the Performance Security, as may deemed fit by the Embassy sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained.
- (d) If the Contractor fails to provide the Performance Security at the time of signing of agreement, such failure shall constitute a breach of the contract and the Embassy shall be free to make other arrangements at the risk, cost and expense of the Contractor.
- (e) On due performance and completion of the contract in all respects, the Performance Security will be returned to the Service Provider without any interest on presentation of an absolute 'No Demand Certificate' from the Service Provider.

4.3. Payment Terms

- (a) After signing of contract, a price schedule shall be annexed to the Articles of contract according to which all payments shall be made.

- (b) The prices in the price schedule shall be exclusive of any Service Tax/VAT or any other applicable taxes as may be levied by the Russian Govt. from time to time and the same shall be charged in addition to the applicable rates.
- (c) No payment shall be made in advance nor any loan from any bank or financial institution will be recommended on the basis of the order of award of work.
- (d) Mode of payment shall be electronic transfer to a bank account provided by the bidder for the purpose at the time of award of contract preferably in the local currency i.e. Russian Ruble. Acceptance of any other mode of payment or payment in any other currency would be at the discretion of the Mission.
- (e) No escalation on accepted tender cost due to any reason will be permitted.
- (f) Retention Money will be limited to 5% of the accepted tender amount and 5% of each Running bill will be deducted towards retention money. Retention money shall be released after completion of Defects Liability Period.

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**SECTION-5
(Timeline of works)**

5.1 The Contractor is to adhere to the time schedule mentioned below, following the contract signature:

No	Activity	Term
1.	Pre-project stage	2 months
2.	Approval from Government departments	2 months
3.	Construction and Snagging	6 months
4.	Defect liability Period	12 months

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**SECTION-6
(Other/General Conditions)**

6.1 At any time prior to the deadline for submission of bids, Mission may, for any reason, whether on its own initiative or in response to the clarification requested by a prospective bidder, modify the bid document.

6.2 Any amendment in the bidding document, at any time prior to the deadline for submission of bids, shall be uploaded as 'corrigendum' on <http://eprocure.gov.in/epublish/app> and www.indianembassy-moscow.gov.in. Such amendment/modification shall be binding on all the prospective bidders.

6.3 Mission at its discretion may extend the deadline for the submission of bids if, the bid document undergoes changes during the bidding period, in order to give the prospective bidders time to take into consideration the amendments while preparing their bids.

6.4 Mission reserves the right to amend or withdraw any of the terms and conditions contained in the tender document or to reject any of the terms and conditions contained in the tender document or to reject any or all the tenders in whole or in part without giving any notice or assigning any reason. The decision of the Mission in this regard shall be final and binding.

6.5 In case of any complaint, either with regard to the nature of service or with regard to the behavior of the staff of the service provider on duty or otherwise, the agency would be intimated and would be required to take corrective measures promptly.

6.6 Quotation should be valid for six months (180 days) from the last date of submission of bids, 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 companies. Their authorised representative may like to be present at that time.

6.7 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.

6.8 Termination: (i) The Mission may, by written notice sent to the 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. (ii) The company may terminate the contract with a written notice of 03 months to Mission specifying the reasons for termination. The agency would, however, may be requested by Mission to carry out the work till alternative arrangements are made by the Mission and the agency would agree to the same.

6.9 Draft Contract: A draft contract (in English language or along with certified English translation) must also be provided by bidders which will be signed with the successful bidder after completion of tender process, with the amendments, if any, proposed by the Embassy and agreed by the company. A draft contract is attached.

6.10 Conflict of Interest: Bidders, and any of their affiliates shall be considered to have a conflict of interest and shall not be eligible for selection as operator under any of the circumstances set forth below:

(a) Conflicting Assignment/job: A bidder or any its affiliates shall not be hired for any Assignment/job that, by its nature, may be in conflict with this Assignment/job of the bidder to be executed for the same Employers.

(b) **Conflicting Relationship:** A bidder that has a business or family relationship with a member of the Mission's staff who is directly or indirectly involved in any part of (i) the Preparation of the terms of reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the contract; may not be awarded the Contract, until and unless the conflict stemming from this relationship has been resolved in a manner acceptable to Mission.

(c) Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity in serving the best interest of Mission, or that may reasonably be perceived as having this effect. Failure to disclose said situation may lead to the disqualification of the bidder or the termination of this contract.

6.11 **Only one proposal:** Each bidder will submit only one proposal. If a bidder submits or participates in more than one proposal, all such proposals shall be disqualified.

6.12 **Non Transferability:** This tender is non transferable. The incomplete and conditional tenders will be summarily rejected.

6.13 **Non withdrawal of bids:** No bidder will be allowed to withdraw after submission of bids/opening of the tender; otherwise the EMD submitted by the firm will be forfeited.

6.14 **Integrity:** The bidder must observe highest standards of ethics during the selection process and later during the execution of the work. Mission may reject a proposal at any stage if it is found that the entity selected has indulged in corrupt or fraudulent activities in competing for or in executing the assigned work in question and may also declare the entity ineligible or blacklist it either indefinitely or for a stated period of time.

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SECTION-7

(Dispute Settlement, Force Majeure, Penalty & Corrupt or Fraudulent Practices)

7.1 Dispute Settlement

In the event of any dispute or difference arising at any time between the parties relating to the construction; meaning or effect of this AGREEMENT or any other cause or any content of the rights and liabilities of the parties or other matters specified herein or with reference to anything arising out of or incidental to this AGREEMENT or otherwise in relation to the terms; whether during the continuance of this AGREEMENT or thereafter, such disputes or differences shall be endeavoured to be solved by mutual negotiations.

If, however, such negotiations are infructuous, arbitration shall be carried out as per provisions of UNCITRAL. The venue of arbitration shall be Moscow. Any reference to arbitration shall not relieve either party from the due performance of its obligations under this AGREEMENT.

7.2 Force Majeure

In the event of force majeure i.e. unforeseeable events such as war, floods, earthquake etc. beyond the reasonable control of the Parties to the contract which prevent either party from meeting their obligations under this contract, the contractual obligations as far as affected by such event shall be suspended for as long as the force majeure continues provided that the other party is notified within two weeks after occurrence of the force majeure. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder. In the event of force majeure either party shall be entitled to prolongation of this Contract equal to the delay caused by such force majeure.

7.3 Penalty

(a) The work assigned to the contractor should be carried out in a time bound manner as per the guidelines stipulated by the Mission from time to time keeping in view the local practices and regulations. If any of the assigned work incurs additional charges on part of Mission, or any loss of interest/loss of attached benefits/loss of principal amount etc. to the individual employees of the Mission, in respect of whom the social security deductions are to be made, then amount as per the enclosed 'Schedule of Prices' subject to maximum double to that of additional charges paid by Mission and /or any loss of interest/loss of attached benefits/loss of principal amount etc. to the individual employees referred above would be deducted from the bill/performance security deposit of the Service Provider. The decision of Competent Authority of the Mission in this regard would be final and binding.

(b) If the Contractor fails to complete the execution of works or any section by the time for completion, within the relevant time prescribed, then the Contractor shall pay liquidated damages to Embassy at the rate of 0.5% per week of delay limited to 10% of accepted tender cost. This shall be calculated on per day basis for each day of delay. Embassy may deduct the amount of such damages from any amount due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the contract. The decision of Competent Authority of the Embassy in this regard would be final and binding.

7.4 Corrupt or Fraudulent Practices

(a) It is expected that the bidders who wish to bid for this tender have highest standards of ethics.

(b) Embassy shall reject bid, if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract.

(c) Embassy may declare a bidder ineligible, either indefinitely or for a stated duration, if it at any time determines that the bidder has engaged in corrupt and fraudulent practices during the execution of contract.

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**SECTION-8
(Technical Bid)**

ANNEXURE-A

The sealed envelope (containing Technical and Financial bid separately) supporting all the documents certifying the eligibility criteria must be submitted as per schedule to the Embassy of India, Moscow (address: Embassy of India, Vorontsove polye 6-8, Moscow 105064).

Cover-I (Technical Bid)		
Sl.No.	Document	
1	Contact Details Form (Form-I)	
2	EMD of Rubles 300,000/-	
3	Affidavit (Form-II)	
4	Certified copies of Registration and Incorporation particulars of Company/Firm from appropriate authorities (must be registered before 01.02.2018)	
5	Certified copies of relevant registration and licenses	
6	Proof of experience of completion of similar nature of work during the last five years i.e. from 01.02.2018 to 31.01.2023 (Agreement copy of job order may be attached)	
7	Audited balance sheet of firm/company certifying the annual turnover	
8	Draft contract to be signed with the agency	
9	Duly filled in financial bid (price schedule)	

Note:-

a) Financial bids of only those bidders would be taken into consideration who have successfully qualified the minimum eligibility criteria and submitted documentary proof as sought in above table.

b) If, at any given point of time, it was found that false information/certificates have been furnished by the bidder to fulfil the eligibility criteria, the work order will be cancelled and performance security alongwith the pending invoices till date will be forfeited. Further, the firm will be blacklisted and would not be allowed to participate in future. False claims made by the firm will be reported to the concerned authorities in Russia/India, as decided by competent authority of the Embassy.

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

Name: _____

Mob No. _____

Email id _____

Date: _____

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**SECTION-9
(Financial Bid)**

ANNEXURE-B

Subject: Quotations for construction of an all-weather court with sports facility for Basketball, Tennis and Badminton in Embassy of India, Moscow.

S.No.	Categorized scope of Work	Quoted price (Rbls)
1	Development of Pre-project	
2	Preparation of the construction site and foundation (platform)	
3	Purchasing and installing the air-support structure	
4	Purchasing and installing the heating and lighting equipments, and generator for electricity backup	
5	Purchasing and installing the sports flooring and equipments for basketball, tennis and badminton	
	Total	

Signature of the authorized
signatory of the Tenderer with
seal of the firm/company
Name: _____

Note:- Unrealistic rates quoted by the bidders shall not be considered. The bidders are required to quote realistic rates.

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**SECTION-10
(Forms I, II and III)**

FORM-I

CONTACT DETAILS FORM

1	Name of the Company	
2	Name and designation of authorized representative	
3	Communication address	
4	Telephone and mobile No.	
5	Fax No.	
6	Email id	

AFFIDAVIT

I/we Partner(s)/ Legal Attorney/
Proprietor(s)/ Accredited representative(s) of M/ssolemnly declare that :

1. I/we or our partners do not have any relative working in the Embassy of India, Moscow or the Ministry of External Affairs (MEA), New Delhi.

2. All information furnished by me/us in respect of fulfillment of eligibility criteria and information given in this tender is complete, correct and true. All documents/credentials submitted along with this tender are genuine, authentic, true and valid.

3. My/our bid shall be valid for a period of 180 days from the last date fixed for the bid submission in accordance with the Bidding Documents and shall remain binding upon me/us and may be accepted at any time before the expiry of the period.

4. If my/our bid is accepted, I/we commit to submit a Performance Guarantee in accordance with the Bidding Documents.

5. If any information or document submitted is found to be false/incorrect, Embassy of India, Moscow may cancel my/our Tender and can take any action as deemed fit including termination of the contract, forfeiture of all dues including Earnest Money Deposit (EMD) and blacklisting of my/our firm and all partners of the firm etc.

6. I/we also declare that the Embassy of India, Moscow, Government of India, Government of Russia or any other Government body has not issued any show-cause notice or declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.

7. I/we also accept all the terms and conditions of this Bidding Document and undertake to abide by them; including the condition that Embassy of India, Moscow is not bound to accept highest ranked bid/lowest bid or any other bid that Mission may receive.

(Signature of the Tender with Seal)

Seal of company with date:

UNDERTAKING FOR INTEGRITY/NON-DISCLOSURE OF INFORMATION/DATA

The Contract signed between the Embassy of India, Moscow, represented by Naorem J. Singh, Counsellor (HOC) (hereinafter referred to as “The Customer”) and M/s _____ (hereinafter referred to as “The Contractor”) for construction of an all-weather court with sports facility for Basketball, Tennis and Badminton in Embassy of India, Moscow.

I, the contractor, hereby undertake that any information/data which may come to the knowledge and/or possession of the company or any of the personnel of the company including those deployed with the Embassy, for execution of CONTRACT, shall not be disclosed to any other party under any circumstances during or even after the contract period is over;

I, the contractor, hereby undertake to furnish full details, as may be required, of all personnel deployed for the execution of contract to the Embassy, to facilitate background checks. I further undertake to immediately intimate the Embassy of any information that may come to the knowledge of the company, which may have a security implication. The contractor shall replace its employees working on the project in the Embassy immediately as and when Embassy finds anything adverse about them.

I, the contractor, hereby undertake that the Embassy will be informed about legal, civil, criminal or security cases against the contractor or its representatives/engineers at least three years before the contract period and during the contract period.

I, the contractor, hereby undertake that all the active & passive components to be commissioned under this contract will be of genuine quality and newly purchased from authorized distributors only. The work shall be executed without any tampering of the device/equipment.

For Contractor:

Signature:

Name:

Designation:

Seal of the Company:

Signed on

Witness:

1.

2.

Appendix I

Draft Contract Agreement

This agreement made at _____ on the _____ day of _____ 2023 between the Embassy of India, Moscow (hereinafter called “**The Employer**”) on the one part, and _____ (hereinafter called “**The Contractor**”) on the other part.

Whereas the Employer desires that the work related to “construction of an all-weather court with sports facility for basketball, tennis and badminton in Embassy of India, Moscow” should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these works and the remedying of any defects therein.

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract herein referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement.
 - a) Letter of Acceptance No. ____ dated _____
 - b) Letter of Commencement No. _____ dated _____
 - c) Contractor’s letter no. _____ dated _____ (forwarding letter submitted with original bid along-with Power of Attorney of Authorised Signatory and tender documents)
 - d) Contractor’s letter no. _____ dated _____ (Letter of Contract and other documents such as Bar Chart for construction Activity, List of Material manufacturer/supplier, sources of local available materials, List of Proposed agencies for specialized items, technical data sheet for HVAC works, DG Set etc.) submitted with the original bid.
 - e) Addenda ___ to ___ including corrigendum to addendum no. _____
 - f) Contractor’s documents asked for in Letter of Acceptance.
 - (i) Safety Health and Environment Programme.
 - (ii) Dates of commencement and completion of each of the works - Gantt Chart.
 - (iii) Scheduling of samples, shop drawings and the approvals.
 - (iv) Labour deployment
 - (v) Local material procurement
 - (vi) Material imports
 - (vii) List of machinery proposed to be used at site.
 - (viii) List of sub-contractors & suppliers including local firms which are proposed to be used with particulars of the extent of the work
 - (ix) Cash flow
 - g) Undertakings from the Contractor that the proposed material/material imports, specialized agencies sub-contractors etc. shall be as per the requirements of the tender conditions and anything submitted in the original bid/subsequently contravening the tender conditions shall stand superseded. Further the Contractor shall maintain Insurances as per contract and work shall be commenced upon submission of sufficient proof of the insurances.
 - h) The said Tender comprising
 - (i) Volume I – Technical Bid Documents
 - (ii) Volume II – Conditions of Contract
 - (iii) Volume III – Technical Specifications and Bill of Quantities
Civil & Interior Works
 - (iv) Volume IV – Special Conditions of Contract, Technical Specifications
Service Works
 - (v) Volume V – Bill of Quantities - Services
 - (vi) Volume VI – Payment Schedule

- i) The specific power of Attorney in favour of Mr. _____ (holder of passport no. _____), M/s _____.
3. In consideration of the payment to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and remedy any defects therein, in conformity with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price at the times and in the manner prescribed in the Contract.

In witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written in accordance with their respective laws.

SIGNED by:

SIGNED by:

For and on behalf of the Employer
in the presence of

For and on behalf of the Contractor
in the presence of

Witness:

Witness:

Name:

Name:

Address:

Address:

Date:

Date:

Appendix II

Payment Schedule

1. The Fee shall be payable in accordance with the following payment schedule, on receipt by Employer of an invoice for such amounts:

No.	Activity	Price (Rubles)
1.	The Services	

VAT is excluded.

The payment shall be made by the Employer to the Contractor in Rubles in following stages based on percentage of fixed price lump sum contract amount.

No.	Particulars	Percentage
1.	Advance payment against submission of Bank Guarantee	10%
2.	On completion of works as mentioned in clause 2.3(i) (a)-(d)	20%
3.	On completion of works as mentioned in clause 2.3(i) (e)-(i)	20%
4.	On completion of works as mentioned in clause 2.3(ii)	10%
5.	On completion of works as mentioned in clause 2.3(iii)-(vii)	20%
6.	On completion of works mentioned in clause 2.3(viii) and after completion of the execution of works	10%
7.	Balance amount to be paid on completion of defect liability period	10%

2. The Bank Guarantee shall be returned after completion of 30% of work by value.

3. All invoices should be sent to : Embassy of the Republic of India to the Russian Federation, 6-8, Vorontsovo Polye St., Moscow105064, Russia.

**Embassy of the Republic of India
to the Russian Federation**

M/s _____

**By : Counsellor (Head of Chancery)
Name : Naorem J. Singh**

**By : _____
Name : _____**