

ANNUAL RATE CONTRACT
FOR
SUPPLY OF IT ITEMS
TO EMBASSY OF INDIA,RIYADH

No: Riy/Estt/886/02/2024

Administration Section
Embassy of India, Riyadh
email – adm.riyadh@mea.gov.in

Tender for “Annual Rate Contract for supply of IT items to Embassy of India, Riyadh ”

LIST OF DOCUMENTS IN THE TENDER FORM

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Important dates relating to the tender are as follows:

| S.No | Particulars | Date |
|------|----------------------------------|---------------------|
| i | Bid Document Download start date | 30.09.2024 |
| ii | Clarification Start Date | 30.09.2024 |
| iii | Clarification End Date | 07.10.2024 |
| iv | Bid Submission Start Date | 30.09.2024 |
| v | Bid Submission End Date | 16.10.2024 |
| vi | Technical Bids Opening Date | 21.10.2024 |
| vii | Financial Bid Opening Date | To be decided later |

Bidder details

| | | |
|----|---|--|
| a) | Name of the agency | |
| b) | Address of the agency | |
| c) | Registration's details with date | |
| d) | VAT Registration No. | |
| e) | Trade Licence No. with date | |
| f) | Owner's Name | |
| | Mobile No. | |
| | Email Id | |
| g) | Details of authorized contact person | |
| | Telephone No. Office | |
| | Mobile No. | |
| | Email Id | |
| h) | Annual turnover for last three financial year | |
| | | |
| | | |
| | | |
| i) | Performance Report, If any | |
| j) | Any other information/ documents which may help in assessing bidder's abilities | |

Bidder's signature with stamp

Embassy of India
Riyadh

NOTICE INVITING BIDS

Embassy of India, Riyadh invites sealed quotations from established/reputed agencies under two bid system (Technical & Financial Bid) for annual rate contract for supply of IT items to Embassy of India Riyadh.

2. The last date for receipt of offer in sealed envelope is on or before, 16 Oct, 2024 up to 1500 hrs. The technical bids received will be opened on 21 Oct 2024 at 1500 hrs.

Tender documents are available on our website www.eoiriyadh.gov.in under Tender Notice Section Details can also be collected from Attache (Property) through [email at adm.riyadh@mea.gov.in](mailto:adm.riyadh@mea.gov.in) or Tel 011-4810745.

3. The Embassy of India reserves the right to reject/cancel any or all bids without assigning any reason.

No: Riy/Estt/886/02/2024 dated 30 Sept 2024.

Sd/-
Chancery

Head of

INSTRUCTIONS TO TENDERER

Tender should be submitted in sealed envelope and it should be superscribed as "Tender for annual rate contract for supply of IT items to Embassy of India, Riyadh (KSA)". This sealed envelope shall contain the tender bid in two separately sealed & superscribed covers, namely 'Technical Bid' and 'Financial Bid', along with the name of the Firm on each envelope. Bidders must mention their complete contact details on envelope.

1. Eligibility Criteria:

1.1 Interested bidders may please ensure pre-qualification details before submitting their bids.

1.2 The bid of any tenderer who has not complied with one or more of the conditions of eligibility criteria and / or fail to submit the required documents as required /or mentioned in tender document are liable to be summarily rejected.

1.3 The Embassy reserves the right to reject any or all tenders, wholly or partly or close the tender at any stage prior to the award of contract without assigning any reason whatsoever.

1.4 Conditional bids will not be considered.

2. Local Conditions:

It shall be the responsibility on part of each tenderer to fully informed/acquainted/familiarized itself with local conditions and factors, which may have any effect on the execution of services to be rendered under the contract. All tenderer(s) intending to bid may visit and make themselves thoroughly acquainted with the local site conditions.

The Embassy shall presume that the tenderer has understood and agreed that all the relevant factors have been kept in view while submitting the bid. No financial adjustment arising thereof shall be permitted by Embassy, on the basis of any non-clarity of information about local conditions being pleaded by the tenderer. Further, no claim for financial adjustment being made by the agency for contract awarded on these tender document will be entertained by the Embassy.

3. Validity:

2.1 Quoted rates must be valid for a period not less than 90 days from the date of opening of Technical Bids. However, the tenderer shall have no objection to extend it, if required. Bids with less validity will not be considered.

2.2 The overall offer for the assignment and tenderer(s) quoted price shall remain unchanged during the period of validity. There should be no alteration later after submission of bids.

4. Commencement of work:

After finalization of the tender, a letter will be issued to the successful bidder who shall sign the contract within one week from the date of issue of this letter. After signing of the contract agreement, the agency shall start executing the assigned work with immediate effect.

5. Payment Terms & Conditions:

The payment shall be released to the contractor after successful supply of the product at the site and submission of tax invoice, after ensuring desired quality and specifications of the articles. Payments to the supplier will be made within a reasonable period through bank transfer. No advance payment shall be made to the agency.

6. Contract Period:

6.1 The contract period would initially be for one year, extendable on year to year basis for another two years at the same terms, conditions and charges and subject to satisfactory services and mutual consent.

6.2 The Embassy reserves the right to cancel the agreement with prior notice of one month with or without specifying any reason thereof.

6.3 The agreed price would be applicable throughout the contract period. No hike in price would be admissible during the period of contract.

7. Performance Guarantee

The successful bidder is required to submit 5% of annual contract value (calculated on the basis of tentative requirement indicated in Annexure II) before the commencement order is given and within 10 days of signing the final agreement. The guarantee shall remain valid during the tenure of contract period plus 60 days. The guarantee amount in full or part may be forfeited in the following cases:

- (i) When the terms and conditions of the contract are breached.
- (ii) When the service provider fails to comply with minimum service levels agreed upon.
- (iii) Failure of the service provider to comply with statutory requirements shall constitute sufficient grounds for annulment of the award and forfeiture of service guarantee.

7. Tender Preparation Expenses:

All costs incurred by the tenderer in the preparation of the tender, presentation and site visits etc. will be borne by the tenderer themselves and in no case will be reimbursable by the Embassy.

8. Financial Bid:

The rates should be quoted in Saudi Riyal (SR) in the prescribed format **only (Annexure– II) otherwise it will not be considered.** Only one rate should be quoted against each item.

9. Tender Evaluation:

9.1 The Embassy will evaluate the entire tenders, strictly on the basis of the terms & conditions incorporated in the tender documents and requirement of the Embassy. Embassy may seek clarification which shall be replied by the bidder properly and timely. Just quoting the lowest amount does not entitle the agency to get the contract.

9.2 The tentative quantity required is indicated in Annexure II. The number of items to be purchased is tentative. The list of items is not exhaustive. The office does not give guarantee of minimum purchase.

9.3 The Embassy reserves the right to reject any or all bids without assigning any reason thereof.

10. Award of Contract:

(i) Contract shall be awarded to firm offering the lowest/net bundled price (calculated by multiplying the quoted unit price with tentative requirement) and not with reference to the lowest prices quoted for the sub-items. However, if prices for each and every item are not quoted, net-bundled price offered shall not be accepted.

(ii) In case two firms offering the lowest net bundled price evaluated prices then only item-wise rate will be evaluated for those two firms and the contract will be awarded to the two firms' item-wise on L1 basis.

11. Delivery and completion period:

Supplies shall be made within 2 days from the date of receipt of the supply orders on email/telephone unless otherwise stipulated in the supply order. In case of delay beyond the stipulated period, a penalty of Rs.500/- per day of delay will be levied. In case of rejected / returned items, the replacement is to be made within 2 days of receipt of information regarding rejection of items, else penalty @ Rs.500/- per day will be levied.

12. Supplier's Obligations:

12.1 The suppliers shall ensure that stock of allocated items are available with them are supplied on demand within 2 days of the order.

12.2 The suppliers shall also ensure quality of the products. They will also ensure that original make products of the brand mentioned in financial quote only are supplied.

13. Penalty : The Embassy reserves the right to impose penalty as deemed fit in following circumstances:

13.1 The contractor does not comply to the provisions of the agreement or consistently fails to maintain the quality of supplied items.

13.2 During the contract period, if the contractor fails to supply products under his/her contract on more than three occasions; the Embassy reserves the right to withhold all payments due to him/her and debar from any future business with the Embassy.

13.3 This is also applicable in case if substandard quality products or spurious/duplicate articles are supplied.

14. Force Majeure:

(I) Any delay or failure in performance by either Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purpose of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, floods, explosions, riots, wars, hurricanes, sabotage, accident, governmental acts, the restriction imposed by the Government or other statutory bodies, injunctions, labour strikes others than those of the Service Provider, which is beyond the control of the bidders, which prevented the Parties from discharging their functions under this Agreement.

(ii) The bidder shall advise the Embassy in writing at the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of events as listed in the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, Embassy reserves the right to cancel the agreement without any obligation to compensate the bidder in any manner for whatsoever reason.

15. Arbitration:

In case of any dispute or difference arising out of or in connection with the tender conditions / order and Contract, the Embassy and the agency will address the dispute / difference on a mutual resolution and failing which, the matter shall be referred for arbitration under the Delhi International Arbitration Centre (DIAC) in accordance with DIAC (Arbitration Proceedings) Rules 2018, as amended from time to time. In the Arbitration, before DIAC the applicable law shall be Indian law for all purposes, both substantive as well as procedural. The working language of Arbitration shall be English. The seat of Arbitration shall be in New Delhi. The decision of the Arbitration Tribunal shall be final and binding on the Parties.

16. Jurisdiction:

The courts at New Delhi alone will have the jurisdiction to try any matter, dispute or difference between parties arising out of this tender/contract.

17. Clarification:

The prospective tenderer(s) requiring any clarification regarding the tender

document are requested to contact Attache (Property) (Phone: +011-4810745 and email id: adm.riyadh@mea.gov.in).

At any time prior to the deadline for submission of bids, the Embassy may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer(s), modify the tender document by amendment.

The amendment will be published on Embassy website. In order to afford prospective tenderer(s) reasonable time in which to take the amendment into account in preparing their bid, the Embassy may, at its discretion extend the deadline for the submission of Tender.

Other Relevant Information, Terms & Conditions

1. Technical Bids shall include following documents:

i. Authority to sign bid on behalf of firm, if the bidder is a registered firm. In case of proprietor/ owner of the firm, a certificate of the proprietorship/ ownership from the competent authority may be submitted. In case of partnership firm, the partnership deed may be furnished and bid may be signed by all the partners of the firm. If only one partner or any other person signs the bid, the signing person must be duly authorized by all the remaining partners for signing the bid.

ii. Proof of similar experience for the last 2 years.

iii. Copy of company registration certificate and trade licence certificate.

Iii. Valid Membership/Dealership certificate OR Authorization letter from HP, Samsung, Brother Companies for purchase and supply of branded cartridges

iv. Proof of turnover for the last three financial years

v. Declaration by the Firm/ Agency as per proforma at Annexure I

vi. VAT clearance certificate, and

vii. Signed and stamped copy of the tender document.

viii. Other documents which are relevant to assess the suitability of the agency

2. Offer in the financial bid should be written in English and price should be written in both figures and words. The offer should be typed or written in ink pen or ball pen. Use of pencil will be ignored. All the pages of the Technical / Financial Bid shall be page numbered and all the relevant supporting documents as required must be enclosed.

3. Envelope of bid should be sealed and superscribed with tender number, due date of submission and addressed to:

Head of Chancery
Embassy of India
P.O.Box No. 94387
B-1, Diplomatic Quarter,
Riyadh-11693,Saudi Arabia

4. Sealed tender should reach the Embassy before the last date of submission. Tender(s)received after the last date of submission will be rejected. No tender will be entertained by e-mail or FAX.
5. Agencies may send their authorized representative at the time of opening of Financial Bids.
6. Sub contracting is not permissible under this contract.
7. All pages of the bids should be signed & stamped.
8. The financial bids must be in the prescribed format only (Annexure-II).

Pre-Qualification/Evaluation/Exclusion Criteria

| Sl | Particulars | Details |
|--|--|--|
| 1 | Experience | <p>(a) The company/ contractor should have minimum two years' experience of supplying IT items in any Govt/Semi Govt/Autonomous Body/Embassy/Consulate or reputed private company. Documentary proof from minimum three clients to whom services have been provided during the last two financial years should be attached.</p> <p>(b) Copy of work order for completed work/ongoing work issued by the concerned authority can be accepted in support of the experience.</p> <p>(c) Preferences will be given to those company/ contractor which has experience in working with Diplomatic Missions/ Govt. Departments.</p> |
| 2 | VAT No./Registration No. | The company/contractor should have a valid VAT number, Trade Licence and Company Registration Number in Saudi Arabia. A copy of the documents are to be attached. |
| 3 | Turnover | The contractor should have a minimum average turnover of SAR 20 lakhs per year during last three financial years (Documentary proof in the form of audited information of turnover as well as Profit and Loss Statement and balance sheets should be attached) |
| 4. | Dealership/Membership Certificate from HP, Samsung and Brother Companies | The contractor should have valid Membership/Dealership certificate OR Authorization letter from HP, Samsung, Brother Companies for purchase and supply of branded cartridges. A copy of the certificate/letter should be enclosed with the technical documents. |
| 5. | VAT | Certificate that the agency pays VAT regularly and their VAT dues are cleared (VAT clearance certificate for the last three financial years may be attached) |
| NOTE : The agencies must meet all aforementioned eligibility criteria for opening of their financial bids. | | |

General Terms & Conditions

1. The tenderer/bidder is bound by all terms and conditions of this Tender and any violation may invite forfeiture of his contract.
2. No conditional tenders shall be accepted.
3. Embassy of India, Riyadh reserves the right to relax, modify any or all tender conditions.
4. There is no fee to apply for the tender. However, only serious and eligible agencies are welcome.
5. Each bidder shall submit only one bid.
6. Telex or Facsimile bids are not acceptable. Bids received late including postal delay in open condition not meeting the tender conditions/incomplete in any respect are liable to be rejected.
7. The bidder shall furnish a list of companies, organization, Diplomatic Missions and Consulates and Government departments with whom they have a professional relationship for supply of stationery items.
8. The contractor shall not further sub-contract, the whole or any part of the contract, under any circumstances to a third party.
9. The contractor shall be solely responsible for any damage/loss of items, caused by the contractor or any of its representatives during execution of contract. The Embassy shall not be liable to compensate on this account.
10. It is the responsibility of the contractor to ensure that all local laws and regulations are followed.
11. It is expected that the bidders who wish to bid for this tender have highest standards of ethics.
12. Bidders are advised to visit the site and ascertain the requirement before submitting their bids. No variation in amount or any other conditions would be entertained post submission of the bids.

13. All bidders shall submit all tender documents with their signature and company's stamp along with the technical bid. In financial bid, there should be only rates of the items as per Annexure II.

14. The rates should be exclusive of VAT and transportation charges. The agency shall deliver the product at the site of the Embassy and no extra charges shall be paid on account of delivery charges.

15. Successful bidders will be required to supply items in Embassy premises on credit and purely 'on need' basis without any guarantee for any minimum quantity. Hence, Embassy shall not be liable to procure any or all items/services included in list.

17. The rates agreed upon should be valid for the duration of the contract. During the period of contract, no request for enhancement in prices shall be considered. However, in case of decrease in prices, the benefit shall be passed on to the Embassy.

18. The Embassy reserves the right to extend the date of receiving/opening of bids. All such details would be communicated on our website www.eoiriyadh.gov.in under the 'Tender Notice' Section.

Scope of work

Annual Rate Contract for supply of IT items as per attached list(Annexure–II)to the Embassy of India, Riyadh for a period of one year, extendable on year to year basis for another two years on same terms, conditions, rates and subject to mutual consent.

Technical Bid

To

Head of
Chancery
Embassy of
India
Riyadh

Dear Sir/Madam,

I/We, _____, Representative(s) of M/S _____
_____ solemnly declare that:-

1. I/We are submitting tender for the supplying stationery items against the Tender Notice No. No: Riy/Estt/886/01/2024 dated 26 Sept 2024.
2. Myself or my partners do not have any relative working in any office of Embassy of India, Riyadh.
3. All information furnished by me/us in respect of fulfillment of eligibility criteria and other information given in this tender is complete, correct and true.
4. All documents/credentials submitted along with this tender are genuine, authentic, true and valid.
5. The Price–Bid submitted by me/us is “WITHOUT ANY CONDITION”.
6. I/We have not been banned/de-listed by any Government or Quasi Government agencies or PSUs.
7. If any information or document submitted is found to be false/incorrect, Embassy 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 and blacklisting of my/our firm and all partners of the firm etc.

8. All the terms and conditions of the tender are acceptable to us.
9. The bid will remain valid for 90 days from the last date of submission of bids.

Yours sincerely,

(Signature of Tenderer)

IT Items List

| S.No | Details of the items (A) | Brand (B) | Tentative Requirement for one year (C) | Rate per unit of (C) in SR excluding VAT (D) | Total cost (Cx D) |
|------|-----------------------------|-----------------------|---|---|-------------------|
| 01 | Monitor inch 22 inch | Dell | 30 pc | | |
| 02 | Monitor 20 Inch | Dell | 15 Pc | | |
| 03 | Monitor 24 Inch | Dell | 10 Pc | | |
| 04 | Keybaord | Dell / Logitech | 15 pc | | |
| 05 | Mouse | Dell / Logitech | 15 Pc | | |
| 06 | Mouse pad | Dell / Logitech | 30 pc | | |
| 07 | Exteranl DVD Writer | Powergo | 15 pc | | |
| 08 | HDMI Cable 5 M | Made in Saudi | 10 pc | | |
| 09 | HDMI Cable 3 M | Made in Saudi | 10Pc | | |
| 10 | DVD RE Writable with case | Prima / Deli | 5000 Pcs | | |
| 11 | DVD + R | Prima / Deli | 10,000 Pcs | | |
| 12 | CD | Imation /Prima / Deli | 10,000 Pcs | | |
| 13 | CD RW | Imation /Prima / Deli | 10,000 Pcs | | |
| 14 | External Hard disc 01 TB | Made in Saudi | 5 Pc | | |
| 15 | External Hard disc 02 TB | Made in Saudi | 3 Pc | | |

Printer cartridges

| S.N o. | Details of the items (A) | Brand (B) | Tentative Requirement for one year (C) | Rate per unit of (C) in SR excluding VAT in figures (D) | Rate per unit of (C) in SR excluding VAT in words (E) |
|--------|-----------------------------|--------------|---|--|--|
| 16 | HP LJ 85 A(CE285A) | HP | 50 pc | | |
| 17 | HP LJ 305A | HP | 05 pc | | |
| 18 | HP LJ 305YCM | HP | 05 pc | | |

| | | | | | |
|----|---------------------------------------|---------|--------|--|--|
| 19 | HP LJ 05 | HP | 50 pc | | |
| 20 | HP LJ 83 A | HP | 50 pc | | |
| 21 | HPLJ 17A | HP | 50 pc | | |
| 22 | HP LJ12A | HP | 40 pc | | |
| 23 | Samsung LJ 104 A | Samsung | 05 pc | | |
| 24 | HP LJ CE320 | HP | 05 pc | | |
| 25 | HP LJCE321/1/2//2 | HP | 05 pc | | |
| 26 | HP LJ 83A(CF283A) | HP | 05 pc | | |
| 27 | HPLJ201A black | HP | 25 pc | | |
| 28 | HPLJ201A full color set | HP | 25 set | | |
| 29 | HP LJ 131A Black | HP | 25 pc | | |
| 30 | HP LJ 131 A full color set | HP | 25 set | | |
| 31 | HP LJ35 A | HP | 30 pc | | |
| 32 | HP LJ 49 A | HP | 10 pc | | |
| 33 | Epson T631 Black and full colours set | Epson | 05 set | | |
| 34 | Epson T631 Black and full colours set | Epson | 05 set | | |
| 35 | HP LJ128A(CE320A) | HP | 10 pc | | |
| 36 | HP LJ128A full colors set | HP | 10 set | | |
| 37 | HP LJ 126 A | HP | 05 pc | | |
| 38 | HP LJ 126 A full colors set | HP | 05 set | | |
| 39 | HP ink jet 932 XL Black | HP | 05 pc | | |
| 40 | HP ink jet 932 XL full colors set | HP | 05 set | | |
| 41 | Samsung LJ 104 A | Samsung | 05 pc | | |
| 42 | Samsung LJ 2010A | Samsung | 05 pc | | |
| 43 | HP Inkjet 178 XL Black | HP | 05 pc | | |
| 44 | HP Inkjet 178 XL full colors set | HP | 05 pc | | |
| 45 | Samsung LJ 101A | Samsung | 05 pc | | |
| 46 | Brother Toner HC 110 | Brother | 05 pc | | |

| | | | | | |
|----------------------------------|--|---------|--------|--|--|
| 47 | HP LJ 508 A Black | HP | 05 pc | | |
| 48 | HP LJ 508A Colour | HP | 05 pc | | |
| 49 | HP LJ 203A black | HP | 20 pc | | |
| 50 | HP LJ 203 A Yellow | HP | 20 pc | | |
| 51 | HP LJ 203A cyan | HP | 20 pc | | |
| 52 | HP LJ 203A Magenta | HP | 20 pc | | |
| 53 | HP LJ 203A c£259A | HP | 20 pc | | |
| 54 | HP LJ 207 A black | HP | 20 pc | | |
| 55 | HP LJ 207 A Cyan Yellow,Magenta | HP | 20 pc | | |
| 56 | HP Drum unit for 19A | HP | 15 pc | | |
| 57 | HP LJ No 55A CE 255 | HP | 05 pc | | |
| 58 | HP LJ 415 A black | HP | 10 pc | | |
| 59 | HP LJ 415 A Full colors | HP | 10 pc | | |
| 60 | Canon Ink 445 Black | Canon | 10 pc | | |
| 61 | Canon Ink 445 Color | Canon | 10 set | | |
| 62 | HP Toner 103 A W1103A | HP | 15 pc | | |
| 63 | Epson Ink for L805 Ink 673 all colors set | Epson | 05 set | | |
| 64 | HP LJ 201A Black | HP | 20 pc | | |
| 65 | HP LJ 201A Full colors | HP | 20 pc | | |
| 66 | HP LJ 130A Black | HP | 15 pc | | |
| 67 | HP LJ 106 A Black | HP | 25 pc | | |
| 68 | Brother TN 1000 | Brother | 05 pc | | |
| 69 | HP LJ Toner 136A | HP | 15 pc | | |
| 70 | HP LJ Toner 106 A | HP | 20 pc | | |
| 71 | HP Toner 59 A | HP | 15 pc | | |
| 72 | HP Toner 151 A | HP | 20 pc | | |
| Photocopier Machine Toner | | | | | |
| 73 | Toshiba Toner 355(Photocopier) | Toshiba | 15 box | | |
| 74 | Toshiba Toner 223S | Toshiba | 05 box | | |

| | | | | | |
|----|--|---------|--------|--|--|
| | Black | | | | |
| 75 | Toshiba Toner 223 S Color YCM | Toshiba | 15 box | | |
| 76 | Toshiba Toner No.8570P High Capacity 88000 Copy for 657 | Toshiba | 05 pc | | |
| 77 | Toshiba Toner 5508 | Toshiba | 05 pc | | |
| 78 | Toshiba Toner 5018 | Toshiba | 05 pc | | |
| 79 | Toshiba Toner 6528A | Toshiba | 05 Pc | | |
| 80 | Toshiba Toner 4590 | Toshiba | 05 pc | | |
| 81 | Thoshiba Toner 3520 | Toshiba | 05 pc | | |
| 82 | Toshiba Toner 657 High Capacity | Toshiba | 05 pc | | |
| 83 | Canon CEXV 54 Black | Canon | 05 pc | | |
| 84 | Canon CEXV 54 Full colors | Canon | 05 pc | | |
| 85 | Toshiba Toner for 3018A #5018P | Toshiba | 05 pc | | |
| 86 | Thoshiba Toner T3200D | Toshiba | 05 pc | | |
| 87 | Thoshiba Toner 8670U | Toshiba | 05 pc | | |
| 88 | Thoshiba Toner 50108 | Toshiba | 05 pc | | |
| | Grand total | | | | |

**SUPPLY OF IT ITEMS TO EMBASSY OF INDIA, RIYADH ON RATE
CONTRACT BASIS**

SPECIMEN AGREEMENT

To be executed at the time of entering into agreement before placing order. Each page of this form shall be signed by the bidder for acknowledging that he/she has seen the terms and conditions of the agreement.

Agreement

The agreement is made on this _____ day of _____ 2024 between M/s. _____ herein referred to as the contractor carrying on business under the name and style of M/s. _____ of the one part AND Embassy of India, Riyadh acting through Head of Chancery, herein after referred to as the Embassy whereas the said contractor has agreed with the Embassy for supply of IT Items in conformity with the requirements & specifications. Now this indenture witnesseth that in consideration of the promise, it is mutually agreed and declared between parties hereto as follows.

1. The contractor agrees to undertake to supply the IT items mentioned in the tender document as per the requirement as agreed to in their bid letter no. _____ dated _____ at the rates quoted by him/them.
2. The supply of the IT items which are not in conformity with the requirements/ specifications are liable to be rejected.
3. This contract shall be effective from _____ to _____. The Contract is valid for a period of one year from the date of signing. Both sides are free to terminate the Contract prematurely by giving the other side a notice period of one month. The contract may be extended with the same terms and conditions and rates for further period of two years on yearly basis with mutual consent.
4. The contractor shall execute the Purchase Orders (POs) placed by the concerned Officer with great promptness and satisfaction to the Embassy. The contractor shall agree that the Supplies shall be made within 2 days from the date of receipt of the supply orders on email/telephone unless otherwise stipulated in the supply order. In case of delay beyond the stipulated period, a penalty of Rs.500/- per day of delay will be levied. In case of rejected / returned items, the replacement is to be made within 2 days of receipt of information regarding rejection of items, else penalty @ Rs.500/- per day will be levied.

5. The contractor shall submit 5% of annual contract amount (calculated on the basis of tentative requirement indicated in Annexure II), as Performance Security, before the commencement order is given and within 10 days of signing the final agreement. The guarantee shall remain valid during the tenure of contract period plus 60 days.

6. The Performance security deposit paid by the contractor for due and faithful performance of the contract by the contractor of all and several covenants herein contained of his part to be observed with full power. Head of Chancery on behalf of the Embassy will be entitled to appropriate the said sum to any damage, penalties and other sums which the contractor may be required to pay in case the contractor fails to perform /fulfill or to keep and observe all or any of the said conditions of the agreement on his part herein after contained.

7. The security deposit shall be released after two months after successful completion of the work at the end of the contract period including the extended period, if any

8. In case of any dispute or difference arising out of or in connection with the tender conditions / order and Contract, the Embassy and the contractor will address the dispute / difference on a mutual resolution and failing which, the matter shall be referred for arbitration under the Delhi International Arbitration Centre (DIAC) in accordance with DIAC (Arbitration Proceedings) Rules 2018, as amended from time to time. In the Arbitration, before DIAC the applicable law shall be Indian law for all purposes, both substantive as well as procedural. The working language of Arbitration shall be English. The seat of Arbitration shall be in New Delhi. The decision of the Arbitration Tribunal shall be final and binding on the Parties.

9. The Security Deposit is liable to be forfeited to the Embassy without any prejudice to any other rights and remedies of Embassy in case the contractor fails to undertake the contract work, as per the work orders and as per the terms and conditions given in tender schedule during the currency of the contract including the extended period if any.

10. That instructions to the bidders, terms and conditions, and all other provisions of the Tender Document shall also form part of the agreement. That the contractor acknowledges that he has fully acquainted him with all the terms and conditions and he shall not plead ignorance of the same.

Done in Riyadh, in English, in duplicate, on ____ day of ____ 2024.

Signature of the authorized official of the
Company/Firm
Signature:
Name :
Address :

Signature of the HOC
Embassy of India, Riyadh
Signature:
Name :
Address :

WITNESSES

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