

**Draft Contract/ Agreement for Renovation work at
Embassy Residence, Embassy of India Warsaw**

The Agreement is to be prepared in three parts as detailed below:

Part-I:- It shall contain all the correspondence with M/s **(name of the Contractor)** commencing from the date of receipt of tenders, Tender Document-Volume-I with front cover and index (as per enclosed Agreement Part-I of III)

Part-II:- It shall contain Tender Document, Volume-II and Tender Document, Volume-III (as per enclosed Draft Agreement Part-II of III)

Part-III:- It shall contain Tender Document Volume-IV alongwith Tender Drawings (as per enclosed Draft Agreement Part-II of III)

Stamp Paper of requisite amount as per requirement of local laws, may please be procured for signing of the Agreement.

The Agreement shall have two original copies and five duplicate copies. The distribution of the Agreement copies to be made as given below:

- | | | |
|----|--------------------------|--|
| 1. | Embassy of India, Warsaw | Original Copy (to be kept in safe custody) |
| 2. | Contractor | Original Copy (to be kept in safe custody) |
| 3. | Embassy of India, Warsaw | Certified True copy (for working) |
| 4. | GEM Division | Certified True copy |
| 5. | Project Management Team | Certified True copy |

It is suggested to get copies of the Agreement done immediately after signing by both the parties but before binding and sealing of the same because the Photostat copies made after binding will not be proper and convenient. Binding and Sealing of all the three parts needs to be proper.

All the True copies of the Agreement may be certified by the **Embassy of India, Warsaw** before forwarding the same to all concerned. Stamp showing "Certified True Copy" may be affixed on every page of the True Copy.



EMBASSY of INDIA, WARSAW

Renovation work in Embassy Residence at Al. Róż 3, Warsaw

Total Parts of the Agreement: Three

Agreement Part I of II

Contract/ Agreement between
The President of the Republic of India
(represented through Ambassador of India to Poland)

And

Name of Contractor (along with Full Address)

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Agreement Part- I of III

S. No.	Document	Page No.
1.	Agreement on Stamp Paper (as per local law)	
2.	Letter of Commencement issued vide No.____dated ____ (To be filled by Mission)	
3.	The Letter of Acceptance issued vide No.____dated ____ (To be filled by Mission)	
4.	Tender Document (Vol.-I):The Conditions of Contract	
5.	Copy of Bank Guarantee for Performance Security for ____ (Amount) (To be filled by Mission)	
6.	Handing Over of Site by the Employer to the contractor vide No. dated____ (To be filled by Mission)	
7.	Detailed Work Schedule and Payment Schedule as per the conditions of contract	

Stamp Paper
(of values as per Local Bye Laws) **(To be filled by the Mission)**

CONTRACT

This agreement is made the _____ day of _____ 2020 between
The President of the Republic of India acting through **Embassy of India, Warsaw,**
Ambassador **Mr. Tsewang Namgyal, residing at ul. Europejska 51A, Warsaw**
(Hereinafter referred to as the "Ambassador" which expression shall unless repugnant to
the context, include its successors in office and assigns) of the First Part.

And

M/s **(Name & Address of Contractor)** signed by _____ under the
seal of _____ **(Company name to be filled up by the Mission)**

FOR

Renovation work in Embassy Residence at Al. Róż 3, Warsaw

The Embassy of India & the Contractor agree as follows:

1. In this contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents are in accordance with the generally applicable Indian law and shall be deemed to form and be read and construed as part of this Agreement:-

1. The Letter of Acceptance issued vide No. _____ dated ____ **(To be filled by Mission)**
2. The Letter of Tender issued vide No. _____ dated ____ **(To be filled by Mission)**
3. Tender Document I- Terms and conditions of Contract (Section III)
4. Tender Document I- Scope of work (Section IV)
5. Tender Document : Document I -Schedule of Quantity/Items(BOQ) for variations (Section V)
6. Tender Document : Document II-Financial bid letter (lump sum fixed price quoted on this form) (Section VI)
7. Tender Document : Document III-Standard format for Earnest Money Deposit/Bid Security/Guarantee
8. Copy of Bank Guarantee for Performance Security for USD/ PLN-----**(To be filled by Mission)**
9. The letter of Handing Over of Site issued by the Embassy of India vide No----- dated to the contractor vide No.**(To be filled by Mission)**
10. Mobilisation Advance.
11. Detailed Work Schedule as per the conditions of contract
12. Retention Money

3. The accepted Contract Value is **(Amount in Local currency)** (Amount in words.....) **(To be filled by Mission)**

4. In consideration of the payments made by the **(Name of the Mission/Post)** to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the **Embassy of India, Warsaw** to execute and complete the work and remedy any defects therein in conformity in all respects with the provisions of the Contract.

5. The **Embassy of India, Warsaw** hereby covenants to pay the Contractor in consideration of the execution and completion of the work and remedying of defects therein the Contract Price or such other sum as may become payable under provisions of the Contract at the times and in the manner prescribed by the Contract.

6. Demolition Waste - The Contractor/Company acknowledges that demolition waste is property of the **Embassy of India, Warsaw**. The Contractor will remove all Demolition Waste as desired by the **Embassy of India, Warsaw**, and dispose off in keeping with local regulations.

7. Provision for Inclement Weather - Time lost due to inclement weather shall be added to the Time of Completion. The Contractor will record time and weather and submit for approval to the **Embassy of India, Warsaw**

"Inclement Weather" means the existence of rain or abnormal climatic conditions (whether these be those of hail, snow, cold, high wind, severe dust storm, extreme high temperature or the like or any combination thereof) by virtue of which it is either not reasonable or not safe for employees exposed thereto to continue working".

8. Site Access: The Embassy shall provide to the Contractor suitable access to the site of property during the period from _____ **(To be filled by Mission)** between 7.00 AM to 6.00 PM. If for any reason, the **Embassy of India, Warsaw** unilaterally decides not to provide suitable access to the Contractor/Company and its workers during these times, the Embassy unconditionally agrees to compensate the Contractor/Company with as many full days to be credited against liquidated Damages for every day lost thereby.

9. Security - The **Embassy of India, Warsaw** agrees the Security Risk for the property shall be with the Owner who is solely responsible for security of the site unless otherwise agreed in writing.

10. Insurance - The Contractor has full responsibility for safety and security of the workers etc. i.e., Public Risk, Workers Compensation and Contractors All Risk Insurance. The Embassy would not be responsible in any way for this.

11. Terms of Payments:-

(To be filled by the Mission as indicated in the final Contract)

12. **Retention Money/Security Deposit** - 5% of accepted contract value to be deducted from running bills, 50% of this retention money shall be released after **180 days** of completion of work. The entire balance retention money shall be released at the end of defect liability period after satisfactory performance of work/workmanship of the work during defects liability period.

13. **Liquidated Damages @ 0.5%** of accepted contract value per week subject to maximum of 10% of contract value to be levied for any delays in the execution of work, attributable to the Contractor. This shall be computed on per day basis.

14. Commencement of works shall be effected within Fifteen (15) days from the date of issue of acceptance letter to Contractor or handing over of the site by Embassy of India, whichever is later.

15. **Performance Security Deposit** – Performance Guarantee @5% of contract amount in the form of Bank Guarantee shall be deposited within 15 days of issue of Letter of intent. Letter of award of work shall be issued on receipt of Performance Guarantee. The Performance Guarantee shall be released after sixty (60) days after record of satisfactory practical completion of work.

16. **Defect liability period** will be 365 days from the date of completion of work. The Contractor shall be responsible to make good and remedy at his own expense within defect liability period in all respect.

17. **Completion Period** – The renovation work has to be completed within **8 months** of award of work.

18. Contractor is liable for damages in work area:

i) The Contractor shall protect from injury/damages from any cause whatsoever all work and supply of any other requisite protection for the whole work executed by him or special damage caused must be made good by the Contractor at his own expenses.

ii) Should the work be suspended by reason of rain, strike, lockouts or any other disturbing cause, the Contractor shall take all precautions necessary for the protection of the work at his own expenses, and shall make good any damage arising from any of the cause.

19. Insurance in respect of damages to persons and property:

i) The Contractor shall be responsible for any injury to persons, animals or thing and damage to structural and decorative works and damage to neighboring properties, which may arise from the operation or neglect of himself or of any nominated Landscape Contractors or their employees, whether such injury or damage arise from carelessness, accident or any other cause which is in any way connected with the carrying out of this contract. This clause shall be held to include, inter alia, any damage to buildings and works forming the subject of this Contract by frost or other inclemency of weather. The Contractor shall indemnify the Employer and hold him harmless in respect of all and any expense arising from any such injury or damage to persons or property as aforesaid, and also in respect of any claim made in respect of injury or damage under any Act of Govt. Or otherwise, and also in respect of any award or compensation or damages subsequent upon such claim.

ii) The Contractor shall reinstate all damage to property or every sort mentioned in this clause, so as to deliver up the whole of the contract works complete and perfect in every respect, and so as to make good or otherwise satisfy all the claims for damage to the property of third parties.

iii) The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party, in respect of anything which may arise in connection with the works or in consequence thereof.

20. Employer Safety Policy: i) Throughout execution of the work, Contractor shall conform to all lawful requirements, which in any case affect or are applicable to the work and shall observe and comply with applicable safety and health rules and regulations, including the regulations of the Conservator of Monuments, Mazovia Region.

ii) The safety of the workers employed by the Contractor will be the exclusive responsibility of the Contractor and the Contractor will ensure compliance with all Site Safety regulations in force on the site.

iii) The Contractor will be responsible for the insurance as per the laws of Govt. Of Poland, of his workers and employees employed or otherwise present on the site and the Contractor indemnifies the Employer against any claims or suits arising out of any adverse event occurring in the execution of this Contract.

21. Arbitration – In the event of any dispute or difference arising at any time between the parties relating to the construction, meaning or effect of this tender 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 tender or otherwise in relation to the terms; whether during the continuance of this tender or thereafter, such disputes or differences shall be endeavored to be solved by mutual negotiations.

It, however, such negotiations are infructuous, Arbitration shall be carried out as per provisions of UNCITRAL. The venue of arbitration shall be WARSAW.

Any reference to arbitration shall be not relieve either party from the due performance of its obligations under this tender.

22. Force Majeure and EOT clause

In the event of force majeure ie. 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 the contract he contractual obligations as far as affected by such event shall be suspended for as long as 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.

23. This Agreement may not be amended without the written consent of both parties hereto.

24. Neither party shall transfer or assign to a third party or sub-contract all or part of the Agreement without the other party's prior written consent.

25. In matters not covered by this agreement, the relevant provisions of Polish law shall apply, in particular the Civil Code.

Signed by:-	Signed by:-
For and on behalf of the Embassy of India in the presence of	For and on behalf of the Contractor in the presence of
Witness-1 Name _____ Address _____ Date _____	Witness-1 Name _____ Address _____ Date _____
Witness-2 Name _____ Address _____ Date _____	Witness-2 Name _____ Address _____ Date _____