



Tender
for
Annual Maintenance Contract
for
Housekeeping/Cleaning services
at
Embassy of India, Ulaanbaatar

TENDER NO. ULA/Admin/871/01/2023 Dated: 09.10.2023

Last date for submission of bid: 06.11.2023 (1700 hrs)

Embassy of India, Ulaanbaatar
8 Beijing Street, Khoroo #7, Sukhbaatar District, Ulaanbaatar 14190
Mongolia

ULA/Admin/871/01/2023
Embassy of India, Ulaanbaatar

NOTICE INVITING TENDER

Embassy of India, Ulaanbaatar invites Tender under two bid system from registered and authorized firms/agencies for providing Housekeeping/Cleaning services at **8 Beijing Street, Khoroo #7, Sukhbaatar District, Ulaanbaatar 14190** as per details given in the tender documents.

2. The interested firms/service agencies should submit the bids in two separate sealed covers, superscribed as “Technical Bid” and “Financial Bid”. Both sealed covers should be put in a separate single envelope superscribed as “ULA/Admin/871/01/2023 for AMC for Housekeeping/Cleaning services at **Embassy of India, Ulaanbaatar**” and addressed to “**Head of Chancery, Embassy of India, 8 Beijing Street, Khoroo #7, Sukhbaatar District, Ulaanbaatar 14190**”. Please note that tender document will not be accepted after the expiry of stipulated date and time for the purpose (06.11.2023 1700hrs) under any circumstances.

3. The Technical Bids will be opened on 08.11.2023 (1000hrs) by a Committee authorized by the Competent Authority of the **Embassy of India, Ulaanbaatar**. The financial bids of only those bidders, whose Technical Bids are found responsive, shall be opened by the Committee authorized for the purpose. The pre-bid site visit may be conducted on **any working day** on prior appointment basis to assess the job requirement / quantum of work involved. For any queries, please write to hoc.ulaan@mea.gov.in

4. If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.

5. The Competent Authority reserves the right to reject any or all the bids or cancel the tender, without assigning any reason and the decision of the competent authority of the Mission/Post shall be final and binding.

(To be printed on Bidder's letterhead)

LETTER OF BID

Dated: _____

To,
The HOC
Embassy of India
8 Beijing Street, Khoroo #7, Sukhbaatar District,
Ulaanbaatar 14190

Ref: Invitation for Bid No. ULA/Admin/871/01/2023 dated 09.10.2023

We, the undersigned, declare that:

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

2. We offer to execute in conformity with the Bidding Documents for AMC for Housekeeping/Cleaning services at **8 Beijing Street, Khoroo #7, Sukhbaatar District, Ulaanbaatar 14190.**

3. Our bid shall be valid for a period of 180 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 the Government of India or any other Government body has not declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.

6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,
Authorized Signatory

Full Name and Designation

(Authorized person shall attach a copy of Authorization for signing on behalf of Bidding Company)

DATES TO REMEMBER

<u>Events</u>	<u>Date</u>
Notice Inviting Tender	09.10.2023 0900hrs
Starting date of Tender submission	09.10.2023 0900hrs
Site visit	Any working day on prior appointment
Pre-bid meeting	23.10.2023 1100hrs
Last date of Tender Submission	06.11.2023 1700hrs
Opening of Technical Bids	08.11.2023 1000hrs
Opening of Financial Bids (of only those who qualify in the minimum eligibility criteria)	10.11.2023 1000hrs

1. GENERAL INSTRUCTIONS

- 1.1 For the Bidding / Tender Document Purposes, the Embassy of India, Ulaanbaatar shall be referred to as 'Client' and the Bidder/Successful Bidder shall be referred to 'Contractor and / or Bidder or interchangeably.
- 1.2 The tender document can be downloaded from the websites of <http://www.eprocure.gov.in>, <https://eoi.gov.in/ulaanbaatar> – Under Tenders from 09.10.2023 0900 onwards. The last date of submission of bids is 06.11.2023 1700 hrs
- 1.3 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 1.4 The bidder shall submit the copy of the authorization letter / Power of Attorney as the proof of authorization for signing on behalf of the Bidder.
- 1.5 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied by any of the requirements, stipulated in the tender documents are liable to be rejected.
- 1.6 The Parties to the Contract/Agreement shall be the successful bidder (to whom the work has been awarded) and the Client, {Embassy of India, Ulaanbaatar}.
- 1.7 For all purposes of the contract including arbitration thereunder, the address of the bidder mentioned in the bid shall be final unless the bidder notifies any change of address by a separate letter handed over personally/courier or by email to the Embassy of India, Ulaanbaatar. The bidder shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner.
- 1.8 The bidders are required to visit the site to assess the quantum of work involved before submitting the tender. Once the tender is submitted, it will be presumed that the bidder has seen and understood the complete work involved.

2. Scope of Work:

- 2.1 Sweeping/mopping/dusting/vacuum cleaning of common areas, balconies, office-rooms, toilets, lobbies, staircases, window panes, office furniture/equipment, terrace, ground floor, entrance and exit areas, drive ways, parking areas and any other place within the premises as directed by the competent authorities from time to time including removal of waste material. This will include the following:

a) **Housekeeping** – Daily cleaning on week days (Monday to Friday) of all office rooms, conference room, common areas, toilets, lobbies, staircase, verandahs,

pantries, glass doors/windows, water fittings and fixtures in all the buildings in Chancery complex.

- b)** Lobbies/staircases/Corridors of the Chancery building to be cleaned/ mopped twice a day.
- c)** Daily cleaning of open/covered parking, guard houses, watch posts, entrance and exit areas.
- d)** Toilets to be cleaned once in the morning and then after every two hours in the day for which a cleaning chart is to be maintained.
- e)** Cleaning of all glass panes, partitions, structure glazing and skylights from outside once in a week or as and when directed and required.
- f)** Polishing of signages/ nameplates/ brass planters and railing of staircase to be done once a week or as required.
- g)** Daily collection and removal of all garbage (including from garbage chutes) and its disposal in a hygienic manner, including dumping at municipal designated garbage dustbin. Garbage trolley(ies) should be provided by the Bidder.
- h)** Cleaning of any other place within the premises as directed by the competent authorities from time to time including cleaning during special functions/ parties organized by Embassy within the Complex.
- i)** Cleaning of common areas outside the chancery building including inner perimeter road, outer pavements will have to be done on holidays as well as weekends.
- j)** Bids should include cost of cleaning material including garbage bags, toilet rolls, C-fold papers, multi-fold papers, liquid soaps, air fresheners, insect killers, naphthalene balls/ urinal cubes etc. No extra remuneration would be paid to the agency for working overtime on weekdays or on Saturdays/Sundays/Holidays (if required).
- k)** The final authority to increase the number of items, mentioned above rests with Embassy of India, Ulaanbaatar. Service provider needs to render the upkeep and maintenance services in respect of these increased number of items.
- l)** The Contractor shall employ in consultation with the Embassy of India only those persons who are physically and medically fit and whose antecedents have been verified and cleared by the local police/ Administration.
- m)** The workers engaged by the Contractor will be the employees of the Contractor and the Embassy of India will not, in any way, be responsible for any liability/ compensation on account of accident, injury or death of workers while performing their work inside the Embassy's campus.
- n)** The Contractor shall ensure compliance of local laws related to the workers engaged for the above mentioned work.
- o)** The Contractor is required to maintain highest level of cleanliness in the Chancery premises.

2.2 The cleaners should be provided with proper working Uniforms which are to be worn compulsorily during the entire working time, 0800 hrs to 1700 hrs.

2.3 The bidder shall maintain at all times machinery / equipment and other resources required for upkeep and cleanliness of the premises of the Client. The service provider will arrange at his own cost additional machinery / equipment and resources if required by the Client for the purpose.

2.4 **Garbage Collection:** Garbage will be collected from each room at least twice a day. The collected garbage should be periodically disposed off in accordance with the relevant Government regulations of Ulaanbaatar City. No garbage shall be allowed to be accumulated in the complex. The waste collected shall be segregated and collected in different colored bags for organic & inorganic waste and disposed of at designated disposal points. No burning of waste material shall be permitted in the premises. Garbage trolley should be provided by the bidder. All dustbins in office should be provided with suitable garbage bags.

2.5 **The list of the consumable materials (of standard quality only) to be used by the agency on daily basis is also given below. It may be mentioned that the list is illustrative and not exhaustive.**

S.No. Item

1. Liquid soap in toilets/wash rooms.
2. Napthalene Balls.
3. Phenyl liquid for floor mopping.
4. Toilet cleaner.
5. Glass cleaning agent.
6. Tissue papers for C-Fold tissue dispensers.
7. Liquid air fresheners in all the washrooms.
8. Air freshener spray – to be sprayed at least twice daily.
9. Duster (Rags).
10. 3-ply toilet paper rolls.
11. Disposable bags for garbage collection (biodegradable).
12. Brooms
13. Toilet (WC) brushes.
14. Urinal cubes.
15. Cleaning powder.
16. Wipers.
17. Platform brushes of required sizes.
18. Buckets.
19. Cotton duster.
20. Insect repellents.
21. Any other material/equipment, not listed above, if required for cleaning is to be provided.

3. MINIMUM ELIGIBILITY CRITERIA

3.1 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 Ulaanbaatar. 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 an **experience** in providing maintenance services for the scope of work for Embassies/ Government Ministries /Departments /Public Sector Companies /reputed corporate organizations /multinational companies.

d) Company profile/information regarding key personnel: The bidding company shall also include in its bid, as per proforma at Annexure-5 to this document, details about the company and about its key personnel.

3.2 Documents supporting the Minimum Eligibility Criteria:

(a) As proof of having fully adhered to the minimum eligibility criteria at 3.1 (a), attested copies of certificates issued by the respective authority should be attached with the bid documents.

(b) As proof of having fully adhered to minimum eligibility criteria at 3.1(b), attested copy of VAT registration certificate should be attached with the bidding document.

(c) As proof of having fully adhered to minimum eligibility criteria at 3.1(c), attested copies of experience certificates for completed work / ongoing work issued by the Foreign Embassies/ Government Ministries/ Departments/ Public Sector Companies/ reputed corporate organizations/ multinational companies shall be attached with bid document.

(d) As proof of having fully adhered to minimum eligibility criteria at 3.1(d), copies of supporting documents for company profile/information about key personnel may be provided along with Annexure-5 to this tender document.

4. VALIDITY OF BIDS

4.1 Bids shall remain valid and open for acceptance for a period of 180 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.

4.4 PRE-BID MEETING/SITE VISIT: Interested firms/service agencies may visit the site for visualization and better understanding of the quantum of work during **any working day** after fixing a prior appointment. A pre-bid meeting will take place on 23.10.2023 (1100hrs). The site address is **8 Beijing Street, Khoroo #7, Sukhbaatar District,**

Ulaanbaatar 14190. The bidders may also submit their queries by email on the aforementioned email IDs which will also be discussed in the pre-bid meeting.

5. PREPARATION OF BIDS

- 5.1 **Language:** Bids and all accompanying documents shall be in **English** only. The technical as well as the financial bids should be submitted in two sets – one original and one copy.
- 5.2 **Technical Bid:** Technical Bid should be prepared as per the instructions given in the Tender Documents along with all required information, documents in support of the minimum eligibility criteria. **All the documents comprising the Technical Bid shall be put in a separate sealed envelope superscribed as “Envelope A – Technical Bid”.** Documents comprising the Bid:
- a) Technical Bid Submission Form duly signed and printed on Company's letterhead.
 - b) Contact Details Form, duly filled and signed & stamped.
 - c) All attested supporting documents in proof of having fully adhered to minimum eligibility criteria as referred in Section-3 above.
- 5.3 **Financial Bid:** Bidder shall prepare the Financial Bid in the Price Schedule as provided in the Tender Document. Financial Bid shall be put in a separate sealed envelope superscribed as **“Envelope B- Financial Bid”**.

6. SUBMISSION OF BIDS

- 6.1 The Bidding firms have to submit the tenders in two bid system {i.e (i) Technical Bid and (ii) Financial Bid} in the prescribed proforma. Tenders are to be submitted to Head of Chancery, Embassy of India, 8 Beijing Street, #7 Khoroo, Sukhbaatar District, Ulaanbaatar. 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 whatsoever.
- 6.2 The The tender shall be submitted in sealed envelopes as described below:
ENVELOPE ‘A’ Technical bid
ENVELOPE ‘B’ Financial Bid
- 6.3 No Bid shall be accepted after the specified date and time. However, the Competent Authority in the Embassy of India, Ulaanbaatar reserves the right to extend the date / time for submission of bids, before opening of the Technical Bids.

7. BID OPENING PROCEDURE

- 7.1 The Technical Bids (Envelope A) shall be opened at Embassy of India, Ulaanbaatar on 08.11.2023 1000hrs in the presence of bidders or their representatives and the Tender Evaluation Committee constituted by the Competent Authority of the Embassy of India, Ulaanbaatar. After evaluation of Technical Bids, a list

of qualified bidders will be prepared by the Embassy of India, Ulaanbaatar. The Financial bids (Envelope 'B') will be opened on 10.11.2023 1000hrs, any change in dates will be intimated to the shortlisted bidders, by mail/phone.

- 7.2 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 Evaluation 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.
- 7.3 The Financial Bids of only those bidders, who qualify at Technical Bid stage, shall be opened by the Committee authorized for the purpose. Those bidders who qualify in the technical bid stage, will be intimated through mail/phone about the date for opening of the Financial Bids.
- 7.4 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.
- 7.5 A letter of authorization shall be submitted by the Bidder's representatives before opening of the Bids.
- 7.6 Absence of bidder or their representative shall not impair the legality of the opening procedures.
- 7.7 After opening of the Technical Bids, the technical bids shall be evaluated to ensure that the bidder meets the minimum eligibility criteria as specified in the Tender Document.

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.

9. PERFORMANCE SECURITY (PS):

- 9.1 **The successful bidder has to deposit Performance Security which will be a sum equivalent to 3% of the accepted contract value** in favour of 'Embassy of India, Ulaanbaatar', payable at Trade Development Bank in form of Demand Draft / Pay Order/Bank Guarantee within fifteen days of the acceptance of the **Letter of Award (LoA)**. Performance Security should remain valid for a period of sixty (60) days beyond the date of completion of all contractual obligations of the **service provider (SP)**. In case, the contract is further extended beyond the initial period, the Performance Security will have to be renewed accordingly by the SP. 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 be deemed 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 SP's bill has been received and examined.
- 9.3 If the Contractor 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 the risk, cost and expense of the Contractor.
- 9.4 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 and upon return in good condition of any specifications, samples or other property belonging to the client, which may have been issued to the SP, for carrying out work stipulated in the contract.

10. VALIDITY OF CONTRACT

The contract, if awarded, shall be valid for a period of ONE YEAR (01 year). The contract may be extended annually on year to year basis, for further 02 years [maximum tenure 03 years from the date of start of work initially] as per the contract signed on 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 client 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 blacklisting etc. solely at the discretion of the competent authority in Mission/ Post.

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 the service provider towards the AMC.
- 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 All payments shall be made in **MNT** by means of bank transfer.

- 11.4 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 Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor.
- 11.5 The payment to the workers in accordance to minimum wages prescribed by the local Government along with the statutory compliance Bonus is sole responsibility of the Contractor. In case of revision in minimum wages by the local Government, the same would be absorbed by the service provider. Claim for any escalation shall not be entertained by the Client.
- 11.6 No request for revision/ increase of approved rates during the currency of the contract will be entertained.
- 11.7 No payment shall be made in advance nor will any loan from any bank or financial institution be recommended on the basis of the order of award of work.

12. Other Conditions, Force Majeure & Penalty Clause

- 12.1 The workers so provided should be on the roll of the Company.
- 12.2 The bidder must have satisfactory arrangements for training of its workers. Confirmation in this regard is to be given.
- 12.3 The bidder should submit precise profile of its key clients alongwith details of services provided.
- 12.4 If any cleaner 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 Service Provider fails in adhering to the daily cleaning requirements at Embassy of India, Ulaanbaatar premises, and Client has to make alternative arrangements for daily cleaning, then Service Provider would reimburse the cost of such arrangements.
- 12.6 Contractor would be fully responsible for all acts of omission or negligence, dishonesty or misconduct of its employees for work at Embassy of India, Ulaanbaatar premises. Contractor would indemnify Client 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. Client would not be liable to pay any damages or compensation to such cleaners or to any third party.
- 12.7 In case of any complaint, either as regards the nature of service or as regards the behaviors of cleaners on duty or otherwise, Contractor would be intimated and would be required to take corrective measures promptly.

- 12.8 Client 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 Client in this regard shall be final and binding on all.
- 12.9 Client reserves its right to revoke the contract at any time, if the services rendered are not found satisfactory during the period of the contract.
- 12.10 Client may, by written notice sent to Housekeeping agency, terminate the contract, with a notice period of at least one month, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Client's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.
- 12.11 The bidder must have modern equipment(s), latest technical expertise for management of buildings and related facilities, as has been defined in brief scope of work. Machinery, equipment, implements, material and consumables proposed to be used should be clearly indicated. List of equipment owned by the company may also be furnished with the bid.
- 12.12 Any wrong or misleading information will lead to disqualification.
- 12.13 The bidder shall maintain at all times machinery / equipment and other resources required for upkeep and cleanliness of the premises of the Client. The service provider will arrange at his own cost additional machinery/ equipment and resources if required by the Client for the purpose.
- 12.14 Client reserves the right to remove any person found unfit.
- 12.15 The bidder would be responsible for all mandatory compliance for social, safety and environmental issues related to the performance of the service provider in the Embassy of India, Ulaanbaatar premises as stated in the eligibility criteria.
- 12.16 Work shall be carried out in such a manner that the work of other Agencies operating at the site is not hampered due to any action of the Contractor. Proper co-ordination with other Agencies will be Contractor's responsibility. In case of any dispute, the decision of Embassy of India shall be final and binding on the Contractor. No claim whatsoever shall be admissible on this account.

Annexure -1

Format for Submitting the Financial Bid

(To be submitted in a separate sealed cover superscribed as “Envelope B – Financial Bid”)

BID No. ULA/Admin/871/01/2023

Date:.....

To,
Head of Chancery,
Embassy of India, 8 Beijing Street, #7 Khoroo,
Sukhbaatar District, Ulaanbaatar

FINANCIAL BID

Proforma to be filled up and submitted by the bidder (in English)

1.	Name of the Bidding Agency/ Company	
2.	Address of the Bidding Agency/ Company	
3.	Contact details of the Bidding Agency/ Company	

Break-up of the total cost:

No. of cleaners	02 (Two)
Wages of cleaners (monthly)	
Total Wages	
Cleaning material charges	
Taxes (if applicable)	
{Any further break-up of monthly charges, if available}	
Total Amount (monthly) (inclusive/ exclusive of taxes)	

Total monthly charges for cleaning services: _____ (incl./ excl. taxes)

Yours faithfully,

(Signature of Authorized Signatory)

Name:

Designation:

Company seal:

Annexure-4

PROFORMA OF BANK GUARANTEE
(on non-judicial paper of appropriate value)

To,
The Head of Chancery
Embassy of India
Ulaanbaatar

BANK GUARANTEES NO:

DATE:

Dear Sir(S)

This has reference to the Work Order No. **ULA/Admin/871/01/2023** Dated _____ having been placed by EOI, Ulaanbaatar with M/s (Name & Address of Contractor) for AMC for Housekeeping/Cleaning services at **Embassy of India, Ulaanbaatar**”

The conditions of this order provide that the Contractor shall,

- a) Arrange to carry out the services listed in the said order by the Client, as per details given in said order, and
- b) Arrange for the service support and provide the items to the Client on site as per the work order and bid documents.

M/s (Name of Contractor) has accepted the said work order with the terms and conditions stipulated therein and have agreed to issue the performance bank guarantee on their part, towards promises and assurance of their contractual obligations vide the work order No. **ULA/Admin/871/01/2023** M/s. (name of Contractor) holds a current account with us and has approached us and at their request and in consideration of the promises, we hereby furnish such guarantees as mentioned hereinafter.

EOI, Ulaanbaatar shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other undertaking of security in respect of the Contractor's obligations and /or liabilities under or in connection with the said contract or to vary the terms vis-a-vis the Contractor or the said contract or to grant time and or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices or the total contract value or to forebear from enforcement of all or any of the obligations of the Contractor under the said contract and/or the remedies of the EOI, Ulaanbaatar under any security(ies) now, or hereafter held by the EOI, Ulaanbaatar and no such dealing(s) with the Contractor or release or forbearance whatsoever shall have the effect of releasing the bank from its full liability of the EOI, Ulaanbaatar hereunder or of prejudicing right of the EOI, Ulaanbaatar against the bank.

This undertaking guarantee shall be a continuing undertaking guarantee and shall remain valid and irrevocable for all claims of the EOI, Ulaanbaatar and liabilities of the Contractor arising upto and until date

Your right to recover the said sum of MNT _____ Tugrug _____
_____only) from us in manner aforesaid will not be affected/or suspended
by reason of the fact that any dispute or disputes have been raised the said M/s _____
and/or that any dispute or disputes are pending before any officer, tribunal or court or Arbitrator.

Our liability under this guarantee is restricted to MNT _____
(Tugrug _____Only) Our guarantee shall remain in force until unless a suit
action to enforce a claim under guarantee is filed against us within six months from (which is
date of expiry of guarantee) all your rights under the said guarantee shall be forfeited and we
shall be relieved and discharged from all liabilities there under.

We have power to issue this guarantee in your favour under Memorandum and Articles of
Association of our Bank and the undersigned has full power to do under the power of Attorney
dated_____.

Notwithstanding anything contained herein:

13. Our liability under this guarantee shall not exceed MNT.....(in words)

14. This bank guarantee shall be valid up to.....& unless a suit for action to enforce a claim
under guarantee is filed against us within six months from the date of expiry of guarantee.
All your rights under the said guarantee shall be forfeited and we shall be relieved and
discharged from all liabilities there after i.e. after six months from the date of expiry of this
Bank guarantee.

15. We are liable to pay the guaranteed amount or any parts thereof under this bank guarantee
only and only if you serve upon us a written claim or demand on or before

16. The Bank guarantee will expire on

Granted by the Bank

Yours faithfully,

For (Name of Bank)

SEAL OF THE BANK
Authorized Signatory

Annexure-5

CONTACT DETAILS FORM

Bidder's description format summary

Name of the Bidding Firm	
Name of Partner(s) & Nationality	
Name of the Authorized Signatory	
Nationality	
Passport No.	
E Mail ID	
Telephone No.	
Fax No.	
Year of Incorporation	
Registration No.	
Service tax no.	
Registered Office & Address	
Branch offices (with address and Contact details) if any	
Average Annual turnover in the <i>last five</i> financial years	
Total Staff Strength with Nationality of Employees	
Total Technical staff percentage	
Nationality of Staff working in Company and to be deputed for work (National of India or friendly country)	

DETAILS ABOUT KEY PERSONNEL OF THE BIDDING COMPANY

(With ID proof/supporting documents)

- 1.
- 2.
- 3.
- 4.
- 5.

Bidder information

(More detailed information on the following aspect may be given in typed form)

Business background

How many years has your firm been in business? How many years under its present business name?

Attach a current organizational chart and include the total number of employees in your firm in Ulaanbaatar, by various locations.

Claims and Suits (Explain any “Yes” answers)

Has your firm, its subsidiaries or its parent companies, ever filed for bankruptcy?

Has your firm ever failed to complete work awarded to it?

Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your firm or its officers?

Has your firm filed any lawsuits or requested arbitration with regard to any contract(s) within the last five years?

Financial Information

How long has your company been providing the services outlined in this Tender? Please list contact names and phone number for few companies with which you have entered into facilities/property management contracts, and include a brief description of the scope covered under each.

Please list your customers and indicate what % of your business they represent.