

Embassy of India

Moscow

TENDER NOTICE No. MOS/CHA/579/04/2005 Dated 17.12.2019

TENDER FOR PROVIDING SERVICES FOR MANAGEMENT OF SOCIAL SECURITY FUND CONTRIBUTIONS IN RESPECT OF LOCALLY RECRUITED EMPLOYEES OF EMBASSY OF INDIA, MOSCOW



सत्यमेव जयते

TABLE OF CONTENTS

Section	Content	Page No.
Section 1	Notice Inviting E-Tender	2
Section 2	Affidavit	3
Section 3	Introduction , Scope of work	4
Section 4	Minimum Eligibility Criteria	5
Section 5	Tender Fee, EMD, Performance Security, Validity of Contract & Payment terms	6
Section 6	Force Majeure & Penalty Clause	10
Section 7	Instruction to submission online Bids	12
Section 8	Technical Bid	13
Section 9	Financial Bid	14
Section 10	Contact Details Form (Form-1)	15
Section 11	Draft Contract	16-31
Section 12	Price Schedule to the Contract	32-35

Embassy of India
Moscow

SECTION-1

(NOTICE INVITING E-TENDER)

No. MOS/CHA/579/04/2005

Dated 17.12.2019

SUBJECT: TENDER FOR PROVIDING SERVICES FOR MANAGEMENT OF SOCIAL SECURITY FUND CONTRIBUTIONS IN RESPECT OF LOCALLY RECRUITED EMPLOYEES OF EMBASSY OF INDIA, MOSCOW

Embassy of India, Moscow invites bids from established firms for management of the social security contributions and income tax deductions in respect of locally recruited employees of the Embassy from the eligible service providing entities as per details given in the tender documents.

TENDER NOTICE No. MOS/CHA/579/04/2005 Dated 17.12.2019	
Important Dates	
Date of publishing	17.12.2019
Bid Document Download Start Date	17.12.2019
Clarification Start Date	17.12.2019
Clarification End Date	20.01.2020
Bid Submission Start Date (online/ offline by sealed letter)	17.12.2019
Bid Submission End Date (online/ offline by sealed letter)	20.01.2020
Date of Technical Bid Opening (online/ offline) at Embassy of India, Vorontsovo Polye 6-8, Moscow	21.01.2020

2. The bid shall be submitted online at Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app>. Offline bids submitted to the Embassy would also be accepted. Sealed envelope submitted to this effect should be superscribed as ‘ Tender for managing Social Security Contributions for Embassy of India’. EMD & Tender document fee as mentioned in the tender document is payable by bank transfer in favour of “**Embassy of India, Moscow**” payable at Moscow, by 1500 hrs on 20.01.2020 along with the bid document.

3. The Competent Authority 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 Ministry shall be final and binding. This notice inviting tender/ e-tender is not an offer or an agreement by Embassy of India, Moscow.

Sd/-
(T. J. Suresh)
Counsellor (HOC)
Embassy of India, Moscow
Vorontsove polye 6-8
Moscow 105064
Email-hoc.moscow@mea.gov.in

Embassy of India
Moscow

TENDER NOTICE No. MOS/CHA/579/4/2005 dated 17.12.2019

SECTION-2
(AFFIDAVIT)

(ON NON-JUDICIAL STAMP PAPER OF RS.10/)

AFFIDAVIT

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

2. I/we am/are submitting tender for ----- against Tender Notice No.MOS/CHA/579/4/2005 dated 17.12.2019.
3. 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.
4. 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.
5. My/our bid shall be valid for a period of 120 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.
6. If my/our bid is accepted, I/ we commit to submit a Performance Guarantee in accordance with the Bidding Documents.
7. The Price-Bid submitted by me/us is "WITHOUT ANY CONDITION".
8. 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 (EMD) and blacklisting of my/our firm and all partners of the firm etc.
9. I/we also declare that the Government of India, Govt. 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.
10. 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 Notary with date:

TENDER NOTICE No. MOS/CHA/579/04/2005 dated 17.12.2019

SECTION-3
(Introduction & Scope of work)

3.1). Introduction : Online/ offline quotations are invited from experienced and reputed service providing entities as per eligibility criteria given, for providing services for management of the social security contributions and income tax deductions in respect of locally recruited employees of the Embassy.

3.2) Scope of Work:

1) Provide the Embassy on regular basis with information regarding applicability of Russian legislation in the sphere of labour relations, social insurance fund contributions and tax accounting.

2) Registering the Embassy with non-budget funds (Pension Fund, Federal Fund of Compulsory Medical Insurance; Fund of Social Insurance; Insurance Fund for tariff against accidents and professional illness) which are mandatory under the relevant laws and regulations of the Russian Federation.

3) Registration and keeping of Work Records Books in compliance with the requirements set forth by the Regulations on Registration and Keeping of Work Record Books.

4) Preparation and drawing up of other documents prescribed by applicable laws related to execution, fulfillment, amendment and termination of labour relationship.

5) Processing sickness certificates submitted by the employees and calculation of temporary incapacity allowance.

6) Calculation of insurance premiums, industrial injury insurance rates and personal income taxes of the employees.

7) Drafting and submission of insurance payments reports to the tax authorities in compliance with forms and periods set by relevant regulations.

8) Submitting to the non-budget Funds reports on each registered employee according to the form established by the laws of the Russian Federation.

9) Maintaining personal income tax cards and cards of compulsory pension insurance, medical and social insurance of the employees in compliance with the legislation requirements.

10) To draw up and submit to the tax authorities the calculation of the amounts of individual income tax in compliance with established legislation procedures.

Embassy of India

Moscow

TENDER NOTICE No. MOS/CHA/579/04/2005 dated 17.12.2019

SECTION-4

(Minimum Eligibility Criteria)

4) MINIMUM ELIGIBILITY CRITERIA:

Embassy of India, Moscow invites bids in two bid system (Technical Bid and Financial Bid in sealed cover) from service providers who fulfill the qualifying criteria as listed below:-

a) Legally Valid Entity: The Bidder shall necessarily be a legally valid entity and should be registered with appropriated authorities of Govt. of Russian Federation for the said purpose. The bidder must be in existence for a minimum period of 5 years as on 31.03.2019.

b) Registration and licenses: The Bidder must have appropriate licenses and registrations from all relevant authorities. If it was found at a later stage that one or more relevant license and/ or registration is not obtained by the bidder, the work order may be cancelled and entire amount of Performance Guarantee would be forfeited at the discretion of the Mission.

c) Experience: The bidder must have successfully completed 10 in number yearly contracts in the field of social security and tax deductions for Central / State Govt Departments / Ministries/ Organizations of the Govt of Russian Federation and other Diplomatic Mission(s) based in Moscow (Russia) during the last three years i.e. from 01.04.2016 to 31.03.2019. The bidder must be having at least 05 ongoing projects/ works in the field of social security and tax deductions for local staff as on 31.03.2019 and out of which at least 02 works should be for 56 or more number of employees.

d) The firm must have its registered office within the city of Moscow.

e) The above mentioned eligibility criteria must be supported by documentary proofs and the same may be provided at the time of submitting technical bids.

Embassy of India

Moscow

TENDER NOTICE No. MOS/CHA/579/04/2005 dated 17.12.2019

SECTION-5

(Tender Fee, EMD, Performance Security, Validity of Contract & Payment terms)

5.1. TENDER FEE & EARNEST MONEY DEPOSIT (EMD)

(a) Tender Fee : All the interested bidders have to provide non refundable tender fee of Rub 1,000/- (Rub one thousand only) by bank transfer to account of Embassy of India, Moscow.

(b) Earnest Money Deposit (EMD) of Rub 30,000/- (Rubles thirty thousand only) has to be deposited in the Embassy account failing which the bids will not be considered.

(c) 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.

(d) The EMD shall be returned to those bidders whose offer is not accepted by the Mission 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.

(e) EMD of the successful bidder will be returned on receipt of Performance Guarantee.

(f) 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.

5.2 PERFORMANCE SECURITY (PS) :

(a) The successful bidder has to deposit Performance Security which will be a sum equivalent to 10% of the accepted contract value in favour of Embassy of India, Moscow (payable at Moscow) in form of Bank Guarantee /Fixed Deposit Receipt (FDR), at the time of acceptance of LoA.

(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 including warranty obligations. In case, the contract is further extended beyond the initial period, the Performance Security will have to be renewed accordingly. No interest shall be paid on Performance Security.

(c) The Performance Security will be forfeited by order of the Competent Authority in the 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 deemed fit by the Mission 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 the acceptance of LoA (Letter of Authorization), 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.

(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.

5.3 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 service provider. 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 black listing etc. solely at the discretion of the competent authority in Mission and/ or the Ministry of External Affairs, New Delhi.

5.4. Other Conditions:-

a) At any time prior to the deadline for e-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.

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

c) Mission at its discretion may extend the deadline for the e-submission of bids if, the bid document undergoes changed during the bidding period, in order to give prospective bidder time to take into the consideration the amendments while preparing their bids.

d) 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 impart without giving any notice or assigning any reason. The decision of the Mission in this regard shall be final and binding.

e) In case of any complaint, either as regards the nature of service or as regards the behaviors 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.

f) Quotation should be valid for four months (120 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.

g) Normally the company quoting the lowest amount (L-1) would be awarded the work, if not found ineligible or the offer has not been considered by the Mission for any other reason. Only becoming the L1 firm would not be the sole criteria for availing the contract. Mission's discretion in this regard shall be final.

h) 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.

I) 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 the alternative arrangements are made by the Mission and the agency would agree to the same.

j) 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.

k) 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:

(i) 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.

(ii) 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 a Contract, until and unless the conflict stemming from this relationship has been resolved in a manner acceptable to Mission.

(iii) Bidder 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.

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

(m) Non Transferability: This tender is non transferable. The incomplete and conditional tenders will be summarily rejected.

(n) Non withdrawal of bids: No bidder will be allowed to withdraw after e-submission of bids/ opening of the tender; otherwise the EMD submitted by the firm will be forfeited.

(o) 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.

5.5. PAYMENTS

(a) After acceptance of LoA, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the Service Provider.

(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) The Contractor shall be paid on a monthly basis for the services rendered in the preceding month. The billing cycle will be the 1st of every month to the last day of the month. The Contractor shall submit correct invoice within 10 days of the succeeding month and payment shall be released within 30 days of submission of acceptable invoices. One time charges, if any would be paid in two parts each in January & July of every year.

(d) 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.

(e) 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.

Embassy of India
Moscow

TENDER NOTICE No. MOS/CHA/579/4/2005 dated 17.12.2019

SECTION-6

(Dispute Settlement, Force Majeure & Penalty Clause)

6.1 Dispute Settlement

If any dispute or difference arises between the parties hereto as to the representatives, interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this tender, shall within 15 days (or such longer period as may be mutually agreed upon) from the date one party informs the other in writing that such dispute or disputes or disagreement exists, be referred to arbitration in accordance with the Rules of Arbitration and Conciliation Act 1996 and the rules framed there under for the time being in force. The award made in pursuance thereof shall be binding on the parties.

- The sole arbitrator shall be appointed by the mutual consent of both parties.
- The venue of the Arbitration shall be at Delhi/ as per discretion of Mission.
- The language of arbitration proceedings will be English only.
- Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrator otherwise decides in the Award.
- The provision of this clause shall not be frustrated, abrogated or become inoperative, notwithstanding this tender/agreement expires or ceases to exist or is terminated or revoked or declared unlawful.
- The Courts at New Delhi shall have exclusive jurisdiction in all matters concerning this Agreement/tender including any matter related to or arising out of the arbitration proceedings or any Award made therein.

6.2 Force Majeure

(a) Notwithstanding the provisions of contract, the Service Provider shall not be liable for forfeiture of its performance security, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

(b) For purpose of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault of negligence and not foreseeable. Such events may include but are not restricted to acts of the Mission either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

(c) If a Force Majeure situation arises, the Service Provider shall promptly notify the authority in writing of such conditions and the cause thereof. Unless otherwise directed by the Ministry in writing the Service Provider shall continue to perform its obligations under the Agreement as far as is reasonably practical and shall seek all reasonable alternative means not prevented by the Force Majeure event.

6.3 Penalty

(a). The work assigned to the agency should be carried out in the 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.

Embassy of India
Moscow

TENDER NOTICE No. MOS/CHA/579/4/2005 dated 17.12.2019

SECTION-7

(Instructions for submission of online Bids)

7. Instruction for submission of online Bids:

- (a) The bid shall be submitted online at Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app> .
- (b) All documents as per tender requirement shall be uploaded online through Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app>. Original draft towards EMD and Tender document fee shall be submitted on or before closing date of tender submission. Complete set of documents uploaded shall be submitted within 03 working days after the bid submission date.
- (c) Bids submitted online without required documents will be summarily rejected.
- (d) Both technical and financial bids are to be submitted concurrently duly digitally signed on the Central Public Procurement Portal.
- (e) The bidders shall have a valid digital signature certificate for participation in the online tender. The cost of digital signatures, if any, will be borne by respective bidder.
- (f) Prospective bidders are accordingly advised to go through instructions provided at Central Public Procurement Portal.
- (g) The online bids (complete in all respect) must be uploaded online in Two Covers (Cover-I: Technical Bid and Cover-II: Financial Bid) as per Annexure-I and Annexure-II respectively in PDF Format.

Embassy of India
Moscow

TENDER NOTICE No. MOS/CHA/579/4/2005 dated 17.12.2019

SECTION-8
(Technical Bid)

ANNEXURE-A

The sealed envelope (containing Technical and Financial bid separately) supporting all the documents certifying the eligibility criteria along with registration certificate and work experience 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) (following documents to be submitted/ uploaded online in .pdf format)		
Sl. No.	Document	File Type
1	Contact Details Form	.pdf
2	EMD of Rs. 30,000/- + Tender Fee of Rs. 1,000/- (both scanned copies)	.pdf
3	Scanned copy of Affidavit	.pdf
4	Certified copies of Registration and Incorporation particulars of Company/Firm from appropriate authorities (must be registered before 01.04.2014)	.pdf
5	Certified copies relevant registration and licenses	.pdf
6	Proof of minimum experience of completion of 10 works of similar nature during the last three years i.e. from 01.04.2016 to 31.03.2019	.pdf
7	Proof of having 05 ongoing projects/ works in the field of social security and tax deductions for local staff of similar numbers (56) as on 31.03.2019.	.pdf
8	Power of Attorney/Authorization by the company for signing the bid documents	.pdf
9	Draft contract to be signed with the agency	.pdf
10	Duly filled in Price Schedule	.pdf

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

Name: _____

Mob No. _____

Date: _____

Embassy of India

Moscow

TENDER NOTICE No. MOS/CHA/579/4/2005 dated 17.12.2019

SECTION-9
(Financial Bid)

ANNEXURE-B

Subject: Quotations for Providing services for management of social security fund contribution in respect of locally recruited employees of Embassy of India, Moscow.

9.1 The rates for the services listed at Sl. No. 1 to 10 of 'Scope of Work' and any other work related to the subject for accomplishing the work may be quoted on the basis of one time charges, monthly basis in respect of recurring charges and any other charges on need basis in the prescribed proforma.

9.2 At present, the staff strength of locally recruited employees is 56 in respect of whom social security contribution will apply. However, the staff strength may reduce or increase any time and the company would be liable to perform the work accordingly with proportionate decrease/ increase in the charges and that needs to be reflected in the bidding document.

9.3 Financial bid to be submitted strictly in the format provided in the Price Schedule. No any other format will be accepted.

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

CONTACT DETAILS FORM**GENERAL DETAILS OF BIDDER**

1	NAME OF THE COMPANY	
2	NAME AND DESIGNATION OF AUTHORISED REPRESENTATIVE	
3	COMMUNICATION ADDRESS	
4	TELEPHONE AND MOBILE NO.	
5	FAX NO.	
6	E-MAIL ID	

PARTICULAR DETAILS OF THE BIDDER'S REPRESENTATIVE

1	NAME OF THE CONTACT PERSON	
2	DESIGNATION	
3	COMMUNICATION ADDRESS	
4	TELEPHONE NO.	
5	MOBILE NO.	
6	E-MAIL ID	

ДОГОВОР №

г.Москва

« » _____ **20** __ г.

Федеральное государственное унитарное предприятие «Главное производственно-коммерческое управление по обслуживанию дипломатического корпуса при Министерстве иностранных дел Российской Федерации», именуемое в дальнейшем «Исполнитель», в лице директора фирмы «Инпредкадры» ГлавУпДК при МИД России Зверева В.В., действующего на основании доверенности № 10452-021/дк от 14 декабря 2016 г., с одной Стороны, и Посольство Республики Индия, именуемое в дальнейшем «Заказчик», в лице _____, действующего(ей) _____ на основании _____, с другой Стороны, именуемые в дальнейшем «Стороны», заключили настоящий Договор о нижеследующем.

1. Предмет Договора

1.1. Исполнитель обязуется выполнять услуги, в объеме и на условиях, предусмотренных настоящим Договором, а

CONTRACT №

City of Moscow

« » _____ **20** __

M/s(service provider) hereinafter referred to as the “Contractor” represented by Mr./ Ms. , acting under Power of Attorney No.....dated , on the one part, and **Embassy of India** _____, hereinafter referred to as “Customer” represented _____ by Mr._____ acting under Power of Attorney № _____ issued _____, on the other part, referred hereinafter as “Parties” have agreed as follows.

1.Subject of the Contract

1.1. The Contractor shall perform services set forth by herein and the Customer shall accept and pay for the services performed by the Contractor.

2. Rights and Duties of the Contractor

2.1. Request information and documents from

<p>Заказчик принять и оплатить эти услуги.</p> <p>2. Права и обязанности Исполнителя</p> <p>2.1. Запрашивать у Заказчика информацию и документы, необходимые для качественного и полного оказания ему услуг.</p> <p>2.2. Для оказания услуг Заказчику привлекать третьих лиц, в том числе по агентским договорам, на которых распространяются требования качества и конфиденциальности, требуемые настоящим Договором. Ответственным за действия третьих лиц перед Заказчиком является Исполнитель.</p> <p>2.3. Отказаться от исполнения обязательств по настоящему Договору, письменно сообщив об этом Заказчику не менее чем за два месяца до даты предполагаемого расторжения Договора и при условии проведения взаиморасчетов с Заказчиком за оказанные услуги.</p> <p>2.4. В течение срока действия настоящего договора оказывать Заказчику следующие услуги:</p> <p>2.4.1. Вести кадровое администрирование Заказчика, включающее в себя оформление следующих документов:</p> <ul style="list-style-type: none"> - Приказ о приеме на работу; - Личная карточка; (<i>Форма Т-2</i>) - Приказ о переводе сотрудника на другую работу; - Приказ о предоставлении отпуска сотруднику; - Приказ о перемене фамилии, имени, 	<p>the Customer necessary for a quality and full provision of services.</p> <p>2.2. Recruit for the provision of services to the Customer third parties, which are under the same requirements of quality and confidentiality, specified in this Contract. The Contractor bears the full responsibility for the third parties relative to the Customer.</p> <p>2.3. Refuse the execution of its duties of this Contract, having informed the Customer in written no later than two months before the proposed termination of the Contract and under the condition of settlement of accounts with the Customer for the services provided.</p> <p>2.4. Over the course of validity of the present contract provide the Customer with the following services:</p> <p>2.4.1. Render services on personnel records management including the preparation of the following documents:</p> <ul style="list-style-type: none"> - Orders on Employment; - Personal Record Cards; - Orders on Transfer to Another Job; - Orders on Granting of Vacation to an Employee; - Orders on Changing of a Last Name, Name, Patronymic by an Employee; - Orders on Termination of Employment
--	--

<p>отчества;</p> <ul style="list-style-type: none"> - Приказ о прекращении действия трудового договора с сотрудником; - Приказы о поощрении и наложении дисциплинарного взыскания; - Оформление и ведение трудовых книжек. Выдача дубликатов трудовых книжек. Хранение этих документов в соответствии с требованиями Правил ведения и хранения трудовых книжек; - Уведомление сотруднику о необходимости явиться за трудовой книжкой (если он не забрал ее в день увольнения); <p>2.4.2. Готовить и оформлять любые иные, предусмотренные действующим трудовым законодательством документы, связанные с возникновением, реализацией, изменением и прекращением трудовых отношений между Заказчиком и сотрудниками последнего с оплатой по тарифам Исполнителя.</p> <p>2.4.3. Хранить трудовые книжки работников Заказчика в течение срока действия настоящего Договора.</p> <p>2.4.4. При предъявлении листков нетрудоспособности производить их оформление и расчет размера пособий по временной нетрудоспособности.</p> <p>2.4.5. Формировать и представлять Заказчику расчеты, страховых взносов,</p>	<p>Agreement;</p> <ul style="list-style-type: none"> - Orders on Reward; - Orders on Imposition of Disciplinary Penalty; - Registration and keeping of Work Records Books; issuance of duplicate Work Records Books; keeping of these documents in compliance with the requirements set forth by the Regulations on Registration and Keeping of Work Records Books; - Letters of Notification calling for an employee's appearance in order to obtain his/her Work Record Book (should he/she failed to obtain it at the date of employment termination); <p>2.4.2. Preparation and drawing up of other documents prescribed by applicable laws related to execution, fulfillment, amendment and termination of labor relationship between the Customer and its personnel with payment under tariffs of the Contractor.</p> <p>2.2.3. Keep Customer employees Service Records Books for the duration of the present Contract..</p> <p>2.4.4. Process sickness certificates submitted by the employee and perform calculation of a temporary incapacity allowance.</p> <p>2.4.5. Perform and provide the Customer with the accounting of insurance premiums, industrial injury insurance rates and personal income taxes of the employees of the Customer</p>
--	--

<p>страхового тарифа от несчастных случаев на производстве, а также налога на доходы сотрудников Заказчика на основании данных, полученных от Заказчика в соответствии с п. 3.9., 3.10, 3.17. настоящего Договора в течение рабочего дня, предшествующего дню выплаты заработной платы и прочих выплат (отпуск, командировочные, увольнение и т.д.).</p> <p>Форма предоставления сведений по расчету налогов и страховых взносов по зарплате согласовывается с Заказчиком на момент заключения договора.</p> <p>2.4.6. Составлять и представлять в налоговые органы отчетность по налогу на доходы физических лиц в соответствии с установленными законодательством формами и сроками.</p> <p>2.4.7. Составлять и представлять в налоговые органы отчетность по страховым взносам в соответствии с установленными законодательством формами и сроками.</p> <p>2.4.8. Составлять и представлять в Фонд социального страхования отчетность по страховым взносам на обязательное социальное страхование от несчастных случаев на производстве и профессиональных заболеваний, а также по расходам на выплату страхового обеспечения в соответствии с установленными законодательством формами и сроками.</p> <p>2.4.9. Составлять и предоставлять в ПФР</p>	<p>(based on the data provided by the Customer in accordance with the paragraph 3.9., 3.10., 3.17. of the present Contract during the working day preceding the day of payment of the salary and planned other payments (vacation, travel expenses, dismissal etc.)</p> <p>The form of provision of information for the calculation of the taxes and insurance payments are agreed with the Customer on the moment of conclusion of the Contract.</p> <p>2.4.6. Draft and submit to the tax authorities information about the income of physical persons for a year.</p> <p>2.4.7. Draft and submit insurance payments reports to Tax Authority in compliance with forms and periods set by the legislation.</p> <p>2.4.8. Draft and submit reports to the Social Security Fund in compliance with the insurance payments for the compulsory social insurance for industrial accidents and professional diseases and also reports for insurance coverage payments in compliance with forms and periods set by the legislation.</p> <p>2.4.9. To make and submit to Pension fund of Russia the data on each insured person (included persons that have made civil law</p>
--	--

<p>сведения о каждом застрахованном лице (включая лиц, которые заключили договоры гражданско-правового характера) в порядке, установленном действующим законодательством.</p> <p>2.4.10. Вести налоговые карточки по налогу на доходы физических лиц и карточки по начислению страховых взносов на обязательное пенсионное, медицинское и социальное страхование сотрудников Заказчика в соответствии с требованиями законодательства.</p> <p>2.4.11. Составлять и предоставлять в налоговые органы Расчет сумм налога на доходы физических лиц, исчисленных и удержанных налоговым агентом по форме 6-НДФЛ в порядке, установленном действующим законодательством.</p> <p>Отчетность в налоговые органы и внебюджетные фонды направляется в электронном виде по каналам телекоммуникационной связи, с оплатой по тарифам Исполнителя.</p> <p>2.5. Оказывать по письменному запросу Заказчика следующие разовые услуги с оплатой по тарифам Исполнителя:</p> <p>2.5.1. Оформлять и представлять документы в Пенсионный фонд для первичного получения, обмена и оформления дубликатов страховых свидетельств сотрудников Заказчика в соответствии с требованиями Пенсионного Фонда РФ.</p> <p>2.5.2. Составлять и предоставлять в</p>	<p>contracts) within the time and according to the form established by the law and paid at the Contractor's rates.</p> <p>2.4.10. Maintain personal income tax cards and cards of compulsory pension insurance, medical and social insurance of the Customer's employees in compliance with the legislation requirements.</p> <p>2.4.11. To draw up and submit to tax authorities the Calculation of the amounts of individual income tax calculated and withdrawn by the tax agent as per 6-NDFL form in compliance with established by current legislation procedure.. Reporting is sent to the tax authorities and the State extra-budgetary funds in electronic form via telecommunication channels, with payment according to the tariffs of the Contractor.</p> <p>2.5. Provide upon written request of the Customer the following one-time services with payment of the tariffs of the Contractor:</p> <p>2.5.1. Issue and present documents in the Pension fund for the first time reception, exchange and issue duplicates of the insurance policies by the workers of the Customer according to the demands of the Pension Fund of the Russian Federation.</p> <p>2.5.2. Draft and present to the tax authorities information about the number of employees in accordance with the established by the legislation forms and terms.</p>
--	--

<p>налоговую службу Сведения о среднесписочной численности сотрудников в соответствии с установленными законодательством формами и сроками</p> <p>2.5.3. Оказывать Заказчику информационные услуги по вопросам применения российского законодательства в сфере трудовых отношений и стандартов бухгалтерского и налогового учета.</p> <p>2.5.4. Осуществлять регистрацию и перерегистрацию во внебюджетных фондах, а также снятие с учета.</p> <p>2.5.5. Оказывать содействие в оформлении необходимых документов для расчета пособия по временной нетрудоспособности при производственной травме.</p> <p>2.5.6. Производить расчет ежемесячного пособия по уходу за ребенком до достижения 1,5 лет.</p> <p>2.5.7. Оказывать иные услуги в соответствии с уставными документами Исполнителя с оплатой по тарифам Исполнителя.</p> <p>2.6. Исполнитель размещает информацию о новых услугах на своем официальном сайте либо сообщает Заказчику по факсу или электронной почте.</p>	<p>2.5.3. Provide the Customer with information services regarding questions of application of Russian legislation in the sphere of labour relations and accounting and tax accounting standards.</p> <p>2.5.4. Perform the registration and re-registration in extra-budgetary funds, also the removal from registration.</p> <p>2.5.5. Render assistance in the issuance of documents required for the processing of a temporary sickness certificate related to an industrial injury.</p> <p>2.5.6. Perform calculation of the partially compensated childcare leave for a period of 1.5 years.</p> <p>2.5.7. Provide any other services upon the Customer's request, based on the payment according the Contractor's rates.</p> <p>2.6. The Contractor presents the information concerning new services on its official website and communicates them to the Customer by fax or via e-mail.</p>
<p>3. Права и обязанности Заказчика</p> <p>3.1. Проверять ход и качество работы, выполняемой Исполнителем, не вмешиваясь в его деятельность.</p> <p>3.2. Отказаться от исполнения обязательств</p>	<p>3. Rights and duties of the Customer</p> <p>3.1. Control the course and the quality of works performed by the Contractor, without interfering in its activities.</p> <p>3.2. Refuse the execution of its duties according to this Contract, having informed the Contractor in written no later than two months before the proposed termination of the Contract and under the condition of settlement of accounts with the</p>

<p>по настоящему Договору, письменно сообщив об этом Исполнителю не менее чем за два месяца до даты предполагаемого расторжения Договора и при условии проведения взаиморасчетов с Исполнителем за оказанные услуги.</p> <p>3.3. Соблюдать законодательство, действующее в Российской Федерации.</p> <p>3.4. Оплачивать услуги Исполнителя в размере и сроки, предусмотренные настоящим Договором (Приложение №1) .</p> <p>3.5. Направлять Исполнителю заявки на оказываемые услуги в письменном виде, по факсу или по электронной почте.</p> <p>3.6. Письменно информировать Исполнителя о приеме на работу сотрудника не позднее двух рабочих дней с момента начала его работы.</p> <p>3.7. Письменно информировать Исполнителя о дате и причине расторжения трудового договора с сотрудником не позднее трех рабочих дней до увольнения сотрудника.</p> <p>3.8. Производить выплаты по заработной плате, отпускным, расчетам, предусмотренным при увольнении, и прочим начислениям в сроки, установленные действующим законодательством. В течение 3-х рабочих дней сообщать Исполнителю о фактических датах перечислений сотрудникам по каждому виду выплаты.</p> <p>3.9. Ежемесячно, не позднее, чем за пять</p>	<p>Contractor for the services provided.</p> <p>3.3. Abide by the legislation of the Russian Federation. This is subject to the exemptions available to Diplomatic Missions.</p> <p>3.4. Pay the services of the Contractor in the amount and in the dates foresaw in this Contract (Appendix №1).</p> <p>3.5. Forward service requests made in writing by fax or e-mail.</p> <p>3.6. Inform the Contractor in writing about the hiring of a employee no later than within 2 (two) working days after the date of his work commencement.</p> <p>3.7. Inform the Contractor in writing about the date and reason of termination of the employment agreement concluded with the employee no later than within 3 (three) working days before the employee’s dismissal.</p> <p>3.8. To make payments on salary, vacation pay, estimates, stipulated at the resignation according to the deadlines established by the applicable law. Within 3 working days from the date of payment inform the Contractor of actual days of remittance to employees on each type of payment</p> <p>3.9. Provide the Contractor on a monthly basis but no later than within 5 (five) working days before the wage payment date and planned other payments (vacation, travel expenses, dismissal etc.) date with the written information</p>
---	--

<p>рабочих дней до выплаты заработной платы и планируемых прочих выплат (отпуск, командировочные, увольнение и т.д.) письменно направлять Исполнителю сведения обо всех выплатах, начисленных в пользу сотрудников по всем основаниям, а также обо всех удержаниях, с указанием фамилии, имени, отчества сотрудника (полностью на русском языке). Расшифровывать выплаты по их видам.</p> <p>3.10. Предоставить представителю Исполнителя доверенность для заверения подписью уведомлений о необходимости забрать трудовую книжку.</p> <p>3.11. Для расчета размера пособия по временной нетрудоспособности и пособия по беременности и родам представлять Исполнителю листок нетрудоспособности, оформленный медицинским учреждением в установленном порядке, и иные документы необходимые для расчета суммы пособия в соответствии с законодательством РФ, При несчастном случае на производстве - копию сообщения отделению Фонда социального страхования по месту регистрации Заказчика. Сообщение по установленной форме направляется Заказчиком в отделение Фонда в течение суток после несчастного случая.</p> <p>3.12. Для выполнения Исполнителем своих обязательств по п.п. 2.4.6. – 2.4.11,</p>	<p>about all payments accrued and payable for the benefit of employees under any reason and all deductions, subject to indication of a surname, name, second name of the employee (in full and in Russian language), and clarify the payments according to types thereof.</p> <p>3.10. Submit the Power of Attorney to the Contractor’s representative required for certification of Letters of Notification calling for an employee’s appearance in order to obtain his Service Record Book.</p> <p>3.11 Submit sickness or maternity leave certificates and other documents issued by the health care institution as appropriate, needed for the calculation of a temporary incapacity allowance by the Contractor, and in case of an industrial accident – submit a copy of the Letter of Notification to the address of a Department of the Social Security Fund located within the Customer’s place of incorporation. The Letter of Notification drafted in the prescribed form shall be forwarded by the Customer to the respective Department of the Fund within 24 hours after the accident.</p> <p>3.12. Provide the Contractor with the copies of payment orders confirming the payment of the copies of orders of payments, confirming the transfer of insurance premiums to Tax Authority Budget Codes Classification for each fund separately and payment of industrial accident insurance to Social Security Fund <i>and copies of orders of payments confirming transfer of</i></p>
--	--

<p>предоставлять Исполнителю копии платежных поручений, подтверждающих перечисление страховых взносов на Классификатор Бюджетных Кодов налоговой службы, отдельно по каждому фонду и страхового тарифа от несчастных случаев на производстве в Фонд социального страхования и копии платежных поручений, подтверждающих перечисление налога на доходы физических лиц по каждому установленному законодательством сроку, в течение трех дней после уплаты, но не позднее 10 числа месяца, следующего за отчетным, а также сообщать всю необходимую информацию о расходовании средств фонда социального страхования за отчетный месяц.</p> <p>3.13. Для выполнения Исполнителем обязательств по п.п. 2.4.5.- 2.4.11 сообщать Исполнителю паспортные данные сотрудников (фамилия, имя, отчество, дата рождения, серия, номер паспорта), адрес регистрации (с указанием почтового индекса), номер страхового свидетельства Пенсионного фонда, ИНН, По сотрудникам не являющимся гражданами РФ – копию Разрешения на временное пребывание либо проживание, копию Вида на жительство. Контролировать актуальность представленных данных.</p> <p>3.14. Предоставлять Исполнителю доверенность для выполнения им своих</p>	<p><i>individual income tax</i> for each set by the legislation term required for performance of the Contractor's obligations under the paragraphs from 2.4.6.. to 2.4.11 within 3 (three) days after the payment on or before the 10th of the month following the reporting month, and provide the Contractor with all required information concerning the monthly application of money from the Social Security Fund</p> <p>3.13. Notify the Contractor about the personal data of the Russian employees required for performance of the Contractor's obligations under the paragraphs 2.4.5.-2.4.11, passport data of the employees (surname, name and second name, date of birth, passport number), registration address (including the post code) and number of insurance certificate given by the Pension Fund, tax identification number. For the employees, who are not citizens of the Russian Federation- copy of the permission for the temporary stay or living, copy of the visa for living. Control the accuracy of the data provided.</p> <p>3.14. Provide the Contractor with the Power of Attorney empowering him for the performance of obligations under paragraphs from 2.4.6.- 2.4.9.</p> <p>3.15. E-mail the information to the following Contractor's address:</p> <p>3.16. On the moment of the conclusion of the</p>
--	--

<p>обязательств по п.п.2.4.6. – 2.4.9. на дату заключения договора.</p> <p>3.15. Направлять Исполнителю информацию по кадровому администрированию электронной почтой по адресу: ELovtsova@updk.ru</p> <p>3.16. На момент заключения договора предоставить Исполнителю список контактных лиц, уполномоченных на передачу и получение информации в рамках исполнения настоящего договора, а также адреса электронной почты указанных лиц.</p> <p>4. Порядок обмена документами.</p> <p>4.1. Ежегодно по описи Исполнитель передает Заказчику отчетные формы с отметками внебюджетных фондов и налоговых органов об их принятии, расчеты и другую документацию по итогам деятельности за истекший период.</p> <p>4.2. При приеме сотрудника на работу Заказчик в течение двух рабочих дней предоставляет Исполнителю:</p> <ul style="list-style-type: none"> - письменную заявку на оформление работника; - копию паспорта или иного документа, удостоверяющего личность. По сотрудникам не являющимся гражданами РФ – копию Разрешения на временное пребывание либо проживание, копию Вида на жительство. ; - трудовую книжку, за исключением 	<p>Contract provide the Contractor with a list of contact employees, empowered for the transmission and reception of information for the execution of the present contract, and also email addresses of the here above mentioned employees.</p> <p>4. Documents exchange procedure</p> <p>4.1. Yearly following the description the Contractor transfers to the Customer the report forms with notes of the extra-budgetary funds and tax organs about their reception, calculation and other documentation describing their activity for the period terminated.</p> <p>4.2. Following the hiring of an employee the Customer shall provide the Contractor with the following documents:</p> <ul style="list-style-type: none"> - Written request for hiring procedure; - Copy of passport or any other identification document confirming the identity. For the employees, who are not citizens of the Russian Federation- a copy of the permit for temporary stay or living, a copy of the visa for living. - Service Records Book unless the Employment Agreement shall be concluded for the first time or the employee shall be hired as a part-time employee; - Copy of an Employment Agreement; - State Pension Insurance Certificate;
---	--

<p>случаев, когда трудовой договор заключается впервые или сотрудник поступает на работу на условиях совместительства;</p> <ul style="list-style-type: none"> - копию трудового договора; - копию страхового свидетельства государственного пенсионного страхования; - копию документа об образовании, о квалификации или наличии специальных знаний – при поступлении на работу, требующую специальных знаний или специальной подготовки. <p>4.3. После получения указанных в п.4.2. документов Исполнитель оформляет приказ о приеме на работу и личную карточку.</p> <p>4.4. За три рабочих дня до увольнения сотрудника Заказчик направляет Исполнителю письмо с указанием даты и причины увольнения, заявление сотрудника об увольнении по собственному желанию, другие документы, подтверждающие правомочность увольнения.</p> <p>4.5. При получении документов об увольнении Исполнитель оформляет приказ.</p> <p>5. Стоимость услуг Исполнителя, порядок и условия расчетов</p> <p>5.1. Стоимость услуг Исполнителя, порядок и условия расчетов указаны в Приложении</p>	<ul style="list-style-type: none"> - Copies of certificates, diplomas or any other documents confirming qualification or special skills should a person be hired for a job requiring special skills or training. <p>4.3. The Contractor shall prepare the Order on Hiring of an Employee and a Personnel Record Card upon receipt of the documents specified in paragraph 4.2 above.</p> <p>4.4. The Customer shall forward a Letter specifying the date and reasons of dismissal to the Contractor, as well as the Employee’s Letter of Resignation from the Position due to a Desire to Terminate his Employment, other documents confirming the validity of dismissal not later than within 3 (three) days before the Employee’s dismissal.</p> <p>4.5. The Contractor shall draft the Order of Dismissal upon the receipt of documents</p> <p>5. Cost of Services of the Contractor and Settlement Procedure</p> <p>5.1. The cost of services of the Contractor and the settlement procedure are described in the Appendix №1 to the present Contract being its integral part.</p> <p>5.2. Payment under the present contract are to be performed in Russian rubles.</p> <p>6. Liability of the Parties</p>
--	--

<p>№ 1 к настоящему Договору, являющемся его неотъемлемой частью.</p> <p>5.2. Расчеты по настоящему Договору ведутся в рублях РФ</p> <p>6. Ответственность сторон</p> <p>6.1. Исполнитель обязуется вести кадровое администрирование в объеме, предусмотренном настоящим Договором, в соответствии с требованиями законодательства Российской Федерации. В случае выявления нарушений в ведении кадрового администрирования, ответственность несет Исполнитель. Ответственность Исполнителя не наступает, если эти нарушения выявлены по обязательствам, не входящим в рамки действия настоящего договора и/или произошли по вине Заказчика.</p> <p>6.2. При нарушении Заказчиком п.3.7 ответственность за задержку трудовой книжки, установленную в судебном порядке, несет Заказчик.</p> <p>6.3. Исполнитель несет ответственность перед Заказчиком за точность и своевременность составления и представления отчетности, и обязуется возместить Заказчику реальный, документально подтвержденный ущерб, понесенный Заказчиком в результате нарушения Исполнителем своих обязательств.</p>	<p>6.1. The Contractor shall undertake to keep the personnel records to the extent provided by the present Contract and in accordance with the requirements of legislation of the Russian Federation.</p> <p>The Contractor shall bear liability for any violations in keeping of the personnel records. The Contractor shall not bear any liability if these violations are committed concerning obligations, not entering into the frames of the present contract and/or were due to a fault by the Contractor.</p> <p>6.2. Should the paragraph 3.7 be violated by the Customer he shall bear liability for the delay in return of a Service Records Book determined in a judicial proceeding.</p> <p>6.3. .The Contractor shall bear liability before the Customer for the accuracy and timeliness of accounting and shall undertake to indemnify actual documentary confirmed damage incurred by the Customer as a result of a breach of obligations committed by the Contractor</p> <p>6.4. The Contractor will make all effort to seek information and remind the Customer for the same in timely manner. Should the Customer fail to provide data set forth by the paragraphs 3.8.-3.14. of the present Contract or provide the same incompletely or untimely despite reminders the Contractor shall not bear any</p>
---	---

<p>6.4. В случае не предоставления, не полного или несвоевременного предоставления Заказчиком сведений, предусмотренных п.п. 3.8.-3.14. настоящего Договора, Исполнитель не несет ответственности за правильное составление отчетов или их своевременное предоставление.</p> <p>6.5. За нарушение срока оплаты услуг, установленного настоящим Договором, Заказчик обязуется уплатить пени в размере 0,1% от суммы платежа за каждый банковский день просрочки, но не более 10% от суммы, подлежащей оплате, в случае выставленной претензии со стороны Исполнителя.</p> <p>6.6. Стороны не несут ответственности друг перед другом при наступлении обстоятельств непреодолимой силы. Сторона, оказавшаяся не в состоянии выполнить свои обязательства по настоящему Договору, должна известить об этом другую Сторону.</p> <p>6.7. Все споры, которые могут возникнуть при выполнении условий настоящего Договора, Стороны будут решать путем переговоров. При не достижении согласия между Сторонами спор будет разрешаться в судебном порядке в соответствии с законодательством Российской Федерации.</p> <p>6.8. При расторжении настоящего договора Стороны не освобождаются от выполнения</p>	<p>liability for incorrect drafting of reports or their timely provision, and also for their correct and timely provision.</p> <p>6.5. For infringement of term of the fee established by the present Contract, the Customer undertakes to pay fines at a rate of 0,1 % from the sum of payment for each bank day of delay, but no more than 10 % from the sum which are subject to payment, on the basis of the exposed claim from the Contractor. Similarly, if some work is not done in timely manner by Contractor, the Customer can levy a fine on the Contractor up to 10% of the monthly claim payable to the Contractor on each instance.</p> <p>6.6. The Parties shall not bear any liability before each other in case of intervention of the circumstances beyond the Parties' reasonable control including fire, natural disaster, military operations, alterations in legislation in force and any other circumstances beyond the reasonable control of the Parties. The Party failing to perform its obligations hereunder shall notify the other Party thereabout.</p> <p>6.7. All disputes hereunder shall be settled by way of negotiations. Otherwise the disputes shall be solved in court following the legislation of the Russian Federation.</p> <p>6.8. In the case of termination of the present</p>
--	--

<p>обязательств, возникших в период действия настоящего Договора.</p> <p>7. Срок действия Договора</p> <p>7.1. Договор заключен на период с « » _____ 201_ г. по « » _____ 20__ г.</p> <p>7.2. В случае если за 30 дней до окончания срока действия настоящего Договора ни одна из сторон в письменном виде не выразит своего намерения о расторжении Договора, то настоящий Договор считается пролонгированным на каждый последующий календарный год.</p> <p>8. Прочие условия</p> <p>8.1. Стороны пересматривают положения настоящего Договора в случае существенного изменения объема, перечня и количества оказываемых услуг.</p> <p>8.2. Все изменения и дополнения к настоящему Договору оформляются письменным соглашением Сторон, являющимся неотъемлемой частью настоящего Договора.</p> <p>8.3. Стороны обязуются информировать друг друга в письменной форме об изменении адресов и других реквизитов Сторон в 3-х дневный срок.</p> <p>8.4. По вопросам, не отраженным в настоящем Договоре, Стороны руководствуются нормами законодательства Российской Федерации.</p> <p>8.5. Настоящий Договор составлен в двух экземплярах, имеющих одинаковую</p>	<p>contract Parties are not freed from their obligations, arising during the period of validity of the present Contract.</p> <p>7. Contract Term</p> <p>7.1. The Contract shall come into effect on _____ and expire on _____.</p> <p>7.2. In a case if 30 days prior to the termination of period of validity of the present Contract any of the parties in written form will not express the intention about the Contract cancellation the present Contract is considered prolonged for each following calendar year.</p> <p>8. Other conditions</p> <p>8.1. The Parties shall review the terms of the present Contract in the case of important changes in volume, list and quantity of services provided.</p> <p>8.2. The Tender Document shall remain an integral part of the Contract. All the modifications and additions to the present Contract are official by a written agreement of the Parties, which are an integral part of the present Contract.</p> <p>8.3. Parties shall immediately inform each other in written about changes of notification addresses and other payment instructions in 3-days period.</p> <p>8.4. For questions not described in the present Contract, Parties follow the norms of legislation of the Russian Federation.</p>
--	--

юридическую силу, по одному экземпляру для каждой из Сторон.

8.6. Договор составлен на русском и английском языках в двух экземплярах. Версия договора на русском языке является основной.

9. Реквизиты сторон

Исполнитель

ФГУП ГлавУпДК при МИД России, 119034, г.Москва, ул.Пречистенка, д.20

Филиал ФГУП ГлавУпДК при МИД России фирма «Инпредкадры»,

119034, г.Москва, Курсовой пер., д.9.

ИНН 7704010978, КПП 770443001, р/с 40502810100350000001 в Банк ВТБ (ПАО), БИК 044525187, к/с 30101810700000000187

Директор фирмы «Инпредкадры» ГлавУпДК при МИД России

Подпись м.п.

Заказчик

8.5. This Contract is made in two original copies being equally valid one copy for each Party.

8.6. This Contract is signed in two originals, each in English and Russian languages. In case of diversion of interpretation, the English text shall prevail.

9. Notification Addresses and Payment Instructions

The Contractor

A. Registered Address:

BI Bank Details:

C. Contact Person/ Contact Details:

Signature L.S.

The Customer

A. Registered Address:

BI Bank Details:

<hr/> <hr/> <hr/> <hr/> Глава представительства <hr/> _____ Подпись м.п.	C. Contact Person/ Contact Details: <hr/> Head of the Representative Office <hr/> Signature L.S.
---	---

к Договору от _____ № _____

x №1

to the Contract of _____ № _____

г. Москва

city of Moscow

« ____ » _____ 20__ г.

« ____ » _____ 20__

1. Стоимость услуг Исполнителя, порядок и условия расчетов

1. Cost of Services and Settlement Procedure

1.1. Заказчик оплачивает Исполнителю, оказанные по договору услуги из расчета:

1. The Customer shall pay to the Contractor during all the duration of the Contract the services provided to the following amount:

1.1.1. по ведению кадрового администрирования в соответствии с п.2.4.1. настоящего договора РУБ.

1. keeping of personnel records according to item 2.4.1 of the present Contract, cost per year for each employee: RUB.....

..... в год за каждого сотрудника;

1.1.2. Получение квалифицированного сертификата для обмена электронными документами в системе документооборота по телекоммуникационным каналам связи -РУБ в год.

1.1.2. Receipt of the qualified certificate for an exchange of electronic documents in system of document flow on telecommunication channels for a year: RUB.....

1.1.3. Заключение Соглашения с ПФР об обмене электронными документами в системе электронного документооборота по телекоммуникационным каналам связи – РУБ. одновременно.

1.1.3. Conclusion of an agreement with PF of Russia about the exchange of electronic documents in the electronic document management system by telecommunication communication channels as a one off payment: RUB.....

1.1.4. выполнение комплекса финансовых услуг в соответствии с п.п. 2.4.5., 2.4.6.,2.4.7.-2.4.10., 2.4.11. настоящего договора РУБ за одного чел. в месяц;

1.1.4. the provision of the package of financial services according to points 2.4.5., 2.4.6.,2.4.7.-2.4.10., 2.4.11, of the present Contract per employee per month: RUB

1.1.5. расчет размера пособия по временной нетрудоспособности в соответствии с п.2.4.4. настоящего договора — РУБ..... за расчет;

1.1.5. calculation of the allowance for temporary work incapacity according to item 2.4.4. of the present Contract per calculation: RUB

1.1.6. оказание содействия в оформлении необходимых документов для расчета листка нетрудоспособности при

<p>производственной травме в соответствии с п. 2.5.5. настоящего договора-РУБ.....;</p> <p>1.1.7. оформление документов для получения страховых свидетельств ПФР - РУБ..... за страховое свидетельство в соответствии с п.2.5.1;</p> <p>1.1.8. расчет ежемесячного пособия по уходу за ребенком до достижения 1,5 лет в соответствии с п.2.5.6. настоящего договора- РУБ..... за расчет по одному сотруднику;</p> <p>1.1.9. подготовка и сдача уточненных форм отчетности - РУБ..... за одну форму отчета по каждому отчетному периоду;</p> <p>1.1.10. составление и предоставление в налоговые органы сведений о среднесписочной численности сотрудников Заказчика в соответствии с п.2.5.2. настоящего договора- РУБ.....</p> <p>1.1.11. бланк трудовой книжки, вкладыш к ней - РУБ.....</p> <p>1.2. Исполнитель направляет Заказчику счета за оказанные услуги через уполномоченного сотрудника Заказчика, по факсу или по электронной почте.</p> <p>1.3. Стоимость услуг указана с учетом НДС.</p> <p>1.4. Оплата услуг в размере, предусмотренном в п.1.1.1 настоящего Приложения, производится и в случае, если Заказчик не осуществлял в течение какого-либо месяца операций, требующих кадрового учета. В случае уменьшения в каком-либо месяце количества операций, требующих кадрового учета, стоимость услуг в связи с этим не уменьшается.</p> <p>1.5. Стоимость услуг Исполнителя по</p>	<p>1.1.6. help for the issuance of necessary documents for the calculation of the sickness certificate in the case of industrial injury according to item 2.5.5. of the present Contract -RUB.....;</p> <p>1.1.7. issuance of documents for the reception of insurance certificates of the Federal Pension Fund per insurance certificate: RUB.....</p> <p>1.1.8. calculation of the maternity leave (less than 1,5) according to item 2.5.6. of the present Contract per calculation: RUB.....</p> <p>1.1.9. .preparation and submission of précised declarations per declaration of report for each reported period: RUB.....</p> <p>1.1.10. Draft and present to the tax authorities information about the number of employees of the Customer according to item 2.5.2 of the present Contract : RUB.....</p> <p>1.1.11. form of the Work Records Book and Inserts in it-RUB.....</p> <p>1.2.The Contractor sends to the Customer bills for the provided services through an employee of the Customer, by fax or by email.</p> <p>1.3 The cost of the services is indicated including VAT.</p> <p>1.4. Fee in the size provided in item 1.1.1 of the present Appendix, is made and in case the Customer didn't carry out within any month of the operations demanding the personnel account. In case of reduction in any month of quantity of the operations demanding the personnel account, cost of services in this connection doesn't decrease.</p>
---	--

настоящему договору устанавливается в указанном размере до 31 декабря 2020 года. На каждый последующий год стоимость услуг Исполнителя по настоящему договору подлежит ежегодной корректировке на величину индекса потребительских цен (ИПЦ), к предыдущему году, определенного государственными статистическими органами Российской Федерации за прошедший год (декабрь прошедшего года к декабрю предшествующего прошедшему году).

1.6. Стоимость услуг может быть пересмотрена по соглашению сторон в связи с изменением цен на рынке предоставляемых услуг, уменьшением (увеличением) численности сотрудников Заказчика, существенного изменения объема, перечня и количества оказываемых услуг.

1.7. Стоимость услуг по настоящему договору отражается в Актах оказанных услуг, составленных на дату исполнения услуги. Счет-фактура предоставляется вместе с Актом. Если в течение 10 дней с даты выставления Акта на оказанную услугу Заказчик не предъявляет Исполнителю письменных претензий по качеству услуг, то услуга считается оказанной, а Акт подписанным датой составления. Акты за оказанные услуги выставляются в рублях.

1.8. Оплата услуг производится Заказчиком на основании выставляемых Исполнителем счетов в течение 30 рабочих дней с момента выставления счета.

1.5 The cost of the services provided by the Contractor for the present contract is established to the indicated amount till the December, 31, 2020. For each following year the cost of services of the Contractor for this Contract is adjusted to inflation (CPI), to the previous year, as established by the State statistical organs of the Russian Federation for the previous year (December of the last year to December of the previous year).

1.6. The cost of services can be changed on the basis of the agreement of parties due to changes of prices on the market of provided services, reduction of the number of employees of the Customer, important reduction (increase) of the number of the employees of the Customer, important changes of the volume, range and quantity of services provided.

1.7. For all the services provided under the present Contract Acts are established, issued on the date of the provision of the service. The Invoice is sent together with the Act about the provision of the services. If during the period of 10 days from the date of the Act for the service provided the Customer does not present to the Contractor written reclamation for the quality of services provided, the service is considered as provided, and the Act signed by the date of drafting. Acts for the provision of services are presented in rubles.

1.8. The payment of the service is performed by the Customer on the basis of the bills issued by the **Contractor 30 working days** from the

<p>1.9. Оплата услуг производится безналичным путем на расчетный счет Исполнителя. Оплата комиссии банка производится за счет Заказчика, в том числе банка-корреспондента.</p> <p>1.10. Переплата за одни услуги может быть зачтена Исполнителем в счет уплаты за другие услуги или возвращена Заказчику.</p> <p>2. Стороны по Договору</p> <p>Исполнитель</p> <hr/> <p>Подпись м.п.</p> <p>Заказчик</p> <hr/> <p>Подпись м.п.</p>	<p>moment of the issuance of the bill.</p> <p>1.9. The payment of the service is performed on the settlement account of the Contractor. The payment of the commission to the bank is performed by the Customer, including the correspondent bank.</p> <p>1.10. Overpayment for some services can be accounted by the Contractor either by way of payment of other services or refund to the customer.</p> <p>2. The parties under the Contract</p> <p>Contractor</p> <hr/> <p>Signature L.S.</p> <p>Customer:</p> <hr/> <p>Signature L.S.</p>
---	---