

# **High Commission of India Colombo**

Tender for

**Annual Maintenance Contract** 

For

Cleaning, Disinfection and Upkeep of the premises of High Commission of India, Colombo

> Tender No. Col/Prop/872/05/2024 dated 24<sup>th</sup> September 2024

Tender for "Annual Maintenance Contract" for cleaning, disinfection and upkeep of the High Commission of India premises.

# **List of Documents in the Tender Form**

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Important dates relating to the tender are as follows:

S. No.	Particulars	Date	
1	Bid Document download start date	24 <sup>th</sup> September 2024 1400 hrs	
2	Bid submission start date	24 <sup>th</sup> September 2024 1400 hrs	
3	Clarification start date	24 <sup>th</sup> September 2024 1400 hrs	
4	Pre-bid meeting	04 <sup>th</sup> October 2024 1400 hrs	
5	Clarification end date	10 <sup>th</sup> October 2024 1400 hrs	
6	Bid submission end date	16 <sup>th</sup> October 2024 1400 hrs	
7	Technical bids opening date	16 <sup>th</sup> October 2024 1500 hrs	
8	Financial bids opening date	To be decided later	

# Bidder Details

A.	Name of the Agency	
B.	Address of the Agency	
C.	Registration's details with date	
D.	VAT Registration No.	
Е.	Owners Name	
	Contact No.	
	Email Id	
F.	Details of authorized contact person:	
	Telephone No. (O)	
	Mobile No.	
	Email Id	
G.	Annual turnover for last three financial	
	years	
	FY2021-22	
	FY 2022-23	
	FY 2023-24	
H.		
	similar services	
I.	Any other information/documents which	
	may help in assessing bidder's abilties	

Bidder's Signature with Stamp



### High Commission of India Colombo

#### **Notice Inviting Bids**

High Commission of India, Colombo invites sealed and separate tenders under two bid system (Technical and Financial Bid) from established/reputed agencies for cleaning, disinfection and upkeep of High Commission's premises under Annual Maintenance Contract.

The last date for receipt of bids in sealed envelope is on or before 16<sup>th</sup> October 2024 upto 1400 hrs. Tender documents are available on our website at <a href="https://www.hcicolombo.gov.in/section/tenders/">https://www.hcicolombo.gov.in/section/tenders/</a> and on <a href="https://www.hcicolombo.gov.in/section/tenders/">www.eprocure.gov.in</a>. Details can also be collected from Attaché(Property) through email at <a href="mailto:estt.colombo@mea.gov.in">estt.colombo@mea.gov.in</a> or Tel No. 0112436570.

The bids shall remain valid for 180 days from the date of opening of technical bids. Any future clarification and/or corrigendum(s) shall be communicated through the High Commission's website <a href="https://www.hcicolombo.gov.in">www.hcicolombo.gov.in</a>.

The High Commission reserves the right to reject/cancel any or all bids without assigning any reason.

Col/Prop/872/5/2024 dated 24.09.2024

Sd/-Head of Chancery

#### INSTRUCTIONS TO TENDERER

Tender should be submitted in two parts, Part-I (Technical Bid) & Part-II (Financial Bid). Both the technical and financial bids shall be kept in separate envelopes superscribing as 'Technical Bid' and 'Financial Bid' on the respective covers. Thereafter, both these envelopes shall be sealed in a third bigger envelope and it should be superscribed as "Tender for AMC for cleaning, disinfection and upkeep of High Commission of India premises". **Bidders must mention their complete contact details on each envelope.** 

#### 1. Eligibility Criteria:

- 1.1 Before submitting the bids, interested bidders may please ensure that they fulfill the prequalification criteria.
- 1.2 The bid of any tenderer who has not complied with one or more of the conditions of eligibility criteria and/or fail to submit the required documents as required/or mentioned in tender document are liable to be summarily rejected.
- 1.3 The High Commission reserves the right to reject any or all tenders, wholly or partly or close the tender at any stage prior to the award of contract without assigning any reason whatsoever.
- 1.4 Conditional bids will not be considered.

#### 2. Local Conditions:

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

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

#### 3. Validity:

- 3.1 Quoted rates must be valid for a period not less than **180 days** from the date of opening of Technical Bids. However, the tenderer shall have no objection to extend it, if required. <u>Bids with less validity will not be considered.</u>
- 3.2 The overall offer for the assignment and tenderer(s) quoted price shall remain unchanged during the period of validity. There should be no alteration later after submission of bids.

#### 4. Earnest Money Deposit:

- 4.1 (i) Each Technical Bid must be accompanied with an Earnest Money Deposit (EMD) of **SLR 1,00,000**/- (Sri Lankan Rupees One lakh only) or in equivalent Indian Rupees in the form of a Bank Guarantee/Demand Draft only, drawn on any Nationalized/Scheduled Bank in favour of High Commission of India, Colombo. Rate of exchange may be taken as INR 1 = SLR 3.5287 for conversion of EMD in Indian Rupees, if required.
  - (ii) The Bank Guarantee/DD should be valid for a period of **180 days** from the date of opening of Technical bids.
  - (iii) The BG/DD should be payable at High Commission of India, Colombo only.

(iv) <u>EMD must be contained in Envelope 1 along with Technical bid only</u>, without which tender shall not be considered for opening of financial bid.

#### 4.2 Earnest Money will be forfeited:

- (i) If the bidder withdraws his bid during the period of bid validity.
- (ii) In case of the successful bidder, if the bidder fails to sign the contract.

#### 4.3 Refund of Earnest Money Deposit (EMD):

- (i) Refund of EMD to the unsuccessful bidders (without interest) shall be made on or before 30<sup>th</sup> day after the result of financial evaluation.
- (ii) EMD of successful bidder shall be refunded after award of the contract and deposit of Performance security by the successful bidder.

#### **5.** Performance Security:

The successful bidder shall deposit Performance Security @ 5% of the total annual contract value in the form of Bank Guarantee/Demand Draft in the name of High Commission of India, Colombo' at the time of signing of contract agreement. The Performance Security must be valid till 60 days beyond the contract period. After successful completion of all contractual obligations, the Performance Security (without any interest) shall be refunded.

#### 6. Commencement of work:

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

#### 7. Payment Terms and Conditions:

Payment shall be made on monthly basis after completion of the particular month and receipt of valid tax invoice.

#### 8. Contract Period:

- (i) The contract period would initially be for one year, extendable on year-to-year basis for another two years at the same terms, conditions and charges and subject to satisfactory services and mutual consent.
- (ii) The High Commission reserves the right to cancel the agreement with prior notice of one month with or without specifying any reason thereof.
- (iii) The agreed price would be applicable throughout the contract period. No hike in price would be admissible during the period of contract.

#### 9. Tender Preparation Expenses:

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

#### 10. Financial Bid:

The rates should be quoted in Sri Lankan Rupees (SLR) inclusive of all taxes, service charge and duties in the prescribed format (*Annexure-I*) only otherwise it will not be considered. The total cost shall be inclusive of cost of cleaning materials, disinfection material and tools etc. but exclusive of expenditure on procurement of heavy machinery.

#### 11. Tender Evaluation:

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

#### 12. Award of Contract:

After due evaluation of the financial bid(s), the High Commission will award the contract to the lowest evaluated responsive tenderer.

#### 13. Scope of work:

13.1 The agency shall deploy six (06) semi-skilled workers and one skilled supervisor to the premise of High Commission of India, Colombo at No. 36-38, Galle Road, Colombo-03. They will do janitorial work from 0730 Hrs to 1630 Hrs from Monday to Friday and 0730 Hrs to 1300 Hrs on Saturdays. The complete description of the work is as follows:

#### A. Daily services:

- 1. Sweeping/mopping/dusting/vacuum cleaning of common areas, office rooms, toilets, lobbies, staircases, window panes, office furniture/equipment, main gate, parking areas and any other place within the premises as directed by the coordinator from time to time including removal of waste material.
- 2. Toilets to be cleaned once in the morning and there after every two hours in the day. Toilets and urinals to be cleaned and sanitized inside and outside.
- 3. Empty all trash and sanitary napkin receptacles from all toilets.
- 4. Dust horizontal surfaces, including partitions, top of mirrors and frames. Clean and polish mirrors in the rest room.
- 5. Refilling of liquid hand wash, toilet tissue rolls, odonils and naphthalene balls in all toilets/washrooms.
- 6. Cleaning of water dispensers.
- 7. Cleaning/clearing of staircase and removal of discarded furniture.
- 8. Disinfection of all the rooms, lobbies, staircase, auditorium etc. with sodium hypochlorite or another suitable chemical, as and when required.
- 9. Vacuum cleaning of carpets in officer's room.
- 10. Collection and disposal of all garbage at designated places.

#### B. Weekly services

- 1. Squeegee both sides of glass doors, removing prints and smudges, wipe frames.
- 2. Thoroughly dust all horizontal and vertical surfaces, including windowsills, ledges, moldings, telephone, picture, office furniture and manner of furnishing.
- 3. Spot treat soiled carpet areas.
- 4. Damp mop hard surface floors, taking care to get into corners, along edges and beneath furniture.
- 5. Scour and sanitize all basins.
- 6. Cleaning of drainage twice a week.

#### C. Monthly services

- 1. Removing smudges and spills from light switches, windows and doors etc.
- 2. Complete all high dusting, including exhaust fans and air ventilators.
- 3. Deep cleaning of parking area, drive way, main gate area and removal of overgrown grasses.
- 4. Cleaning & sweeping of roof/terraces of all buildings twice a month.
- D. Pest-control drive for prevention of ants, cockroaches, rats, snakes, etc. atleast once a month in three premises of High Commission of India: Chancery at No. 36-38, Galle Road, Colombo-03, DHC Residence at No.1, Queen's Road, Colombo-03 and India House, No. 86 Kumaratunga Munidasa Mawatha, Colombo-03.

#### Note:

- (i) Except 13.1(D), all other works listed above are to be executed only at the premises of High Commission of India at No. 36-38, Galle Road, Colombo-03.
- (ii) Sincere efforts have been done to define the full scope of work to the extent possible. However, it may vary to some extent as per actual requirement of the High Commission.
- 13.2 All consumables/cleaning materials, tools and machinery shall be arranged by the contractor himself. The contractor shall include these expenses in their financial bid itself. No additional payment shall be made by the High Commission for purchase of these items. Also, the bid should not include expenses on procurement of heavy machinery like scrubbing machine & vacuum cleaners etc.
- 13.3 Only those workers shall be deployed who are physically and mentally sound to carry out the assigned duties and have required exposure of the work.
- 13.4 The contractor shall verify background details of workers before deploying them in the High Commission premises. The agency shall also provide recent police clearance certificate of all workers for issuance of entry passes.
- 13.5 The contractor shall pay the monthly wages to the workers in accordance with the financial quotes before 10<sup>th</sup> day of each month irrespective of the fact whether the High Commission has released the payment to the contractor or not.
- 13.6 The contractor shall pay all his applicable taxes/duties regularly to the local government. As the Diplomatic Missions are exempted from payment of VAT, the High Commission of India does not pay VAT to the Govt of Sri Lanka. Therefore, the bid offered by the bidders must not include the VAT charges.
- 13.7 The contractor shall comply to the local wages rules and other rules, regulations and notifications as prescribed by the Government of Sri Lanka, relevant to this tender. All local laws and minimum wages may be considered by the agency before submitting financial bid. No request for enhancement of rates will be entertained after award of the work.
- 13.8 The contractor shall ensure that any information/data which may come to the knowledge and/or possession of the company or any of the personnel of the company including those deployed with the High Commission, for execution of the Annual Maintenance Contract, are not disclosed under any circumstances.
- 13.9 The contractor shall furnish full details, as may be required, of all personnel deployed for the execution of Annual Maintenance Contract to the High Commission of India, Colombo, to facilitate background checks. The contractor may further undertake to immediately intimate the High Commission of any information that may come to his knowledge, which may have a security implication.
- 13.10 The contractor shall provide minimum two set of good quality uniforms, identity cards & headgear to all its workers. The workers without uniform, head gear & identity card shall not be permitted to work in the High Commission premises.

#### 14. Safety Regulation:

- 14.1 During the execution of work, the contractor shall ensure that their personnel follow essential security measures to carry out the assigned job. In case of any unfortunate event, High Commission shall not be liable to pay any compensation to the agency or its employees.
- 14.2 During execution of work, it shall also be ensured that no damage, injury or loss is caused or is likely to be caused to any person or property, otherwise the agency shall be liable for compensation.

#### 15. Status of the Contractor and its Staff:

- 15.1 The contractor shall have the legal status of an independent contractor.
- 15.2 The High Commission of India shall accept no liability for, nor any financial or other consequences arising form, sickness, injury, damages or death of the personnel of the contractor, of the staff members or of any sub-contractor or agent or of any person performing on their behalf any work under the present contractor, nor for any damages which may arise by reason of the neglect or default of any of them.
- 15.3. The contractor shall indemnify and hold harmless the High Commission of India in respect of any claim arising out by the contractor or its staff members negligent or unlawful performance under the present contract and brought against the High Commission of India by any person for a liability as referred above, including their heirs and assigns, or by third parties.

#### 16. Penalty:

The High Commission reserves the right to impose penalty as deemed fit in the following circumstances:

- 16.1 The contractor does not comply to the provisions of the agreement or consistently fails to maintain the quality of services,
- 16.2 The wages as per financial bids are not paid to workers by 10<sup>th</sup> day of each month.
- 16.3 The workers are replaced frequently without consulting the High Commission.
- 16.4 The penalty shall be recovered from the subsequent bill of the contractor or performance security deposit with the High Commission.

#### 17. Force Majeure:

Any delay due to Force Majeure will not be attributable to the bidder. Force Majeure events shall mean one or more of the following acts or events: Acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur; exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire or landslide; Radioactive contamination or ionizing radiation; epidemic or pandemic; Strikes or boycotts (other than those involving the Supplier or its employees/representatives or attributable to any act or omission of any of them) interrupting supplies and services of the Project for a period exceeding a continuous period of 7 (seven) days; An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents rendering of supplies or specified services by the Supplier for a period exceeding a continuous period of 7 (seven) days.

#### 18. Arbitration:

In case of any dispute or difference arising out of or in connection with the tender conditions/order and Contract, the High Commission and the agency will address the dispute/difference on a mutual resolution and failing which, the matter shall be referred for arbitration to a sole Arbitrator to be appointed by consent of both parties. The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at New Delhi only. The resolution of the Arbitrator shall be final and binding on both the parties.

#### 19. Jurisdiction:

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

#### 20. Clarification:

The prospective tenderer(s) requiring any clarification regarding the tender document are requested to contact the Attaché (Property) (Phone No.-0112436570 and email ID <a href="mailto:estt.colombo@mea.gov.in">estt.colombo@mea.gov.in</a>)

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

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

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#### **Other Relevant Information, Terms and Conditions**

- 1. Technical bids shall include following documents:
  - i. Authority to sign bid on behalf of firm, if the bidder is a registered firm. In case of proprietor/owner of the firm, a certificate of the proprietorship/ownership from the competent authority may be submitted. In case of partnership firm, the partnership deed may be furnished and bid may be signed by all the partners of the firm. If only one partner or any other person signs the bid, the signing person must be duly authorized by all the remaining partners for signing the bid.
- ii. Earnest money deposit (EMD).
- iii. Proof of similar experience.
- iv. Copy of registration certificate.
- v. Proof of turnover for the last three financial years.
- vi. Compliance report (see Annexure-II)
- vii. VAT clearance certificate, and
- viii. Signed and stamped copy of the tender document.
- ix. Other documents which are relevant to assess the suitability of the agency.
- 2. Offer in the financial bid should be written in English and price should be written in both figures and words. The offer should be typed or written in ink pen or ball pen. Use of pencil will be ignored. All the pages of the Technical/Financial Bid shall be page numbered and all the relevant supporting documents as required must be enclosed.
- 3. Envelope of technical bid & financial bid should be separately sealed and then placed in a third envelope, to be sealed and superscribed with tender number, due date of submission and addressed to:

Head of Chancery High Commission of India 36-38, Galle Road, Colombo-03

- 4. Sealed tender should reach the High Commission before the last date of submission. Tender(s) received beyond the last date of submission will be rejected. No tender will be entertained by email or Fax.
- 5. Agencies may send their authorized representative at the time of opening of technical and financial bids.
- 6. Sub-contracting is not allowed under this contract.
- 7. All pages of the bids should be signed & stamped.
- 8. The financial bid of only those tender(s) will be opened, who qualifies in technical evaluation.
- 9. The financial bids must be in the prescribed format only (Annexure-I). The bids should be inclusive of the cost for cleaning, disinfection and upkeep services with all required consumables, cleaning materials, tools and machinery. (like brooms, mops, wipers, dusters, cob web remover, Road brooms, toilet brush, carpet brush etc). Bids should also include cost of cleaning materials of good quality including toilet rolls, liquid hand wash, brasso, polishing materials, disinfectant/pesticide spray/materials (Liquid Sodium Hypochlorite), naphthalene balls, urinal cubes vim, harpic, soap cakes, odonil, glass cleaner, Lizol and Phenyl, etc. The contractor shall also arrange vacuum cleaners, disinfectant spray machine and other tools and materials as required for execution of the contract. The contractor shall also arrange trash bags for collecting garbage and safe disposal at designated site in the High Commission premises.

## **Pre-Qualification/Evaluation/Exclusion Criteria**

Sl.	Particulars	Details
<b>Sl.</b> 1	Particulars  Experience	a) The contractor must have successfully completed one work of same nature of an annual value of SLR 40 lakh <i>OR</i> two works of same nature of annual value of SLR 30 lakh each <i>OR</i> three works of same nature of yearly value not less than SLR 20 lakh (or equivalent in Indian Rupees) each in any Government organization, Diplomatic Mission (Embassies/High Commissions or their field offices), reputed hotels or any other recognized private institutions during the last four years.  b) Copy of work order for completed work/ongoing work issued by the concerned authority can be accepted in support of the experience.
		c) Copy of performance certificate, if any, should also be attached.
2	Registration No.	The contractor should have a valid Tax Identification Number and/or Registration Number of the agency. Documentary proof is to be attached.
3	Minimum Wages	The contractor will provide certificate/undertaking that he will pay not less than minimum wages fixed by GoSL.
4	Turnover	The contractor should have a minimum turnover of Sri Lankan rupees 25 lakh per year, during last three financial years.
5	VAT	Certificate that the agency pays VAT regularly and their VAT dues are cleared.

**NOTE:** Unprecedented situation: if after opening of financial bids it is found that there are more than one lowest bidders, in that case preferences will be given to those contractors which scores more evaluation marks in the technical bids.

The agencies must meet all aforementioned eligibility criteria for opening of their financial bids.

#### **DRAFT AGREEMENT**

This agreement is entered into between the High Commission of India, Colombo and M/s ......, hereinafter referred to as Contractor, on this day of ....... for cleaning, disinfection and upkeep of the High Commission's premises. The terms and conditions of the contract are as follows:

2. The agency shall deploy one skilled supervisor and six semi-skilled workers at the premises of the High Commission. The working hours will be 0730 Hrs to 1630 Hrs from Monday to Friday and 0730 Hrs to 1300 Hrs on Saturdays. The timing of the lunch break will be 1300 Hrs to 1400 Hrs. Apart from the weekly off on Sundays, other festival leaves will be as agreed to by both parties but it will not exceed eight days in a year.

#### 3. **Scope of work:**

The agency shall deploy 06 (Six) semi-skilled workers and 01 (One) skilled supervisor at the premises of the High Commission. The complete description of the work is as follows:

#### A. Daily services:

- 1. Sweeping/mopping/dusting/vacuum cleaning of common areas, office rooms, toilets, lobbies, staircases, window panes, office furniture/equipment, main gate, parking areas and any other place within the premises as directed by the coordinator from time to time including removal of waste material.
- 2. Toilets to be cleaned once in the morning and there after every two hours in the day. Toilets and urinals to be cleaned and sanitized inside and outside.
- 3. Empty all trash and sanitary napkin receptacles from all toilets.
- 4. Dust horizontal surfaces, including partitions, top of mirrors and frames. Clean and polish mirrors in the rest room.
- 5. Refilling of liquid hand wash, toilet tissue rolls, odonils and naphthalene balls in all toilets/washrooms.
- 6. Cleaning of water dispensers.
- 7. Cleaning/clearing of staircase and removal of discarded furniture.
- 8. Disinfection of all the rooms, lobbies, staircase, auditorium etc. with sodium hypochlorite or another suitable chemical, as and when required.
- 9. Vacuum cleaning of carpets in officer's room.
- 10. Collection and disposal of all garbage at designated places.

#### B. Weekly services

- 1. Squeegee both sides of glass doors, removing prints and smudges, wipe frames.
- 2. Thoroughly dust all horizontal and vertical surfaces, including windowsills, ledges, moldings, telephone, picture, office furniture and manner of furnishing.
- 3. Spot treat soiled carpet areas.
- 4. Damp mop hard surface floors, taking care to get into corners, along edges and beneath furniture.
- 5. Scour and sanitize all basins.
- 6. Cleaning of drainage twice a week.

#### C. Monthly services

- 1. Removing smudges and spills from light switches, windows and doors etc.
- 2. Complete all high dusting, including exhaust fans and air ventilators.
- 3. Deep cleaning of parking area, drive way, main gate area and removal of overgrown grasses.
- 4. Cleaning & sweeping of roof/terraces of all buildings twice a month.
- D. Pest-control drive for prevention of ants, cockroaches, rats, snakes, etc. atleast once a month in three the following premises of High Commission of India: Chancery at No. 36-38, Galle Road, Colombo-03, DHC Residence at No.1, Queen's Road, Colombo-03 and India House, No. 86 Kumaratunga Munidasa Mawatha, Colombo-03.

**Note**: Sincere efforts have been done to define the full scope of work to the extent possible. However, it may vary to some extent as per actual requirement of the High Commission.

Except D, all other works listed above are to be executed only at the premises of High Commission of India at No. 36-38, Galle Road, Colombo-03.

- 4. The contractor shall furnish full details, as may be required, of all personnel deployed for the execution of Annual Maintenance Contract to the High Commission of India, Colombo, to facilitate background checks. The contractor shall also verify background details of workers on his own, before deploying them in the High Commission premises. The agency shall also provide recent police clearance certificate of all workers for issuance of entry passes. The contractor may further undertake to immediately intimate the High Commission of any information that may come to his knowledge, which may have a security implication.
- 5. The workers engaged by the contractor should have sufficient exposure to carry out the assigned work in professional manner. They should also be capable of operating equipments and machines such as scrubbing machine etc.
- 6. The contractor shall engage only those workers who are physically and medically fit and whose antecedents have been verified by him. The workers will be employees of the Contractor and the High Commission will not, in any way, be responsible for any liability/compensation on account of accident, injury or death of worker(s) while performing their work inside the High Commission premises.
- 7. The contractor shall provide two sets of good quality uniforms, identity card and headgear to the workers without which they will not be permitted to work in the High Commission premises.
- 8. The contractor shall pay to the workers their monthly wages, bonus and other benefits as per his financial quote and it will, in no way, be less than the minimum wages as fixed by the Government of Sri Lanka. The wages & allowances will be released by the contractor to its workers by 10<sup>th</sup> day of each month.
- 9. All consumables/cleaning materials (such as brooms hard and soft preferably with long handle, mops, wipers, duster, cob web remover, road brooms, toilet brush, carpet brush liquid hand wash of good quality, Lizol, toilet roll, brasso, insect killer, napthalene balls, urinal cubes vim, harpic, soap cakes, odonil, bio-tabs, glass cleaner, disinfectant spray & materials like Sodium Hypochlorite and phenyl etc.). Further, all tools and machinery used for janitorial work such as All cleaning tools & machinery including vacuum cleaners, floor scrubbing machine and disinfectant spray machine shall be arranged by the contractor himself. No additional payment shall be made by the High Commission for purchase/repair/replacement of consumables/cleaning materials/tools and machinery items.
- 10. The High Commission of India is exempted by the Government of Sri Lanka from the payment of VAT charges. Therefore, the contractor shall submit invoices without applying any VAT on the monthly charges for the janitorial services.
- 11. The contractor shall ensure that any information/data which may come to the knowledge and/or possession of the company or any of the personnel of the company including those deployed with the High Commission, for execution of the Annual Maintenance Contract, are not disclosed under any circumstances.

#### 12. Contract Period:

- i. The contract is valid for a period of one year from 01<sup>st</sup> December 2024 to 30<sup>th</sup> November 2025, extendable for another two years, on yearly basis and on same terms, conditions, charges and subject to mutual consent of both parties.
- ii. The High Commission reserves the right to terminate the agreement with prior notice of one month or immediately at any time with one month's payment, without assigning any reason.

#### 13. Payment:

- i. The annual charges are SLR ..... inclusive of all taxes/duties and material charges.
- ii. The monthly payment of SLR ...... would be released by the High Commission by second week of the succeeding month after receipt of valid tax invoice and attendance sheet.

#### 14. Penalty:

The High Commission reserves the right to impose penalty as deemed fit in following circumstances:

- i. The contractor fails to comply to the provisions of the agreement or consistently unable to maintain the quality of services.
- ii. The wages as per financial bids are not paid to workers by 10<sup>th</sup> of each month.
- iii. The workers are replaced frequently without consulting the High Commission.
- iv. The penalty shall be recovered from the subsequent bill of the contractor or performance security deposit with the High Commission.

#### **15.** Force Majeure:

Any delay due to Force Majeure will not be attributable to the bidder. Force Majeure events shall mean one or more of the following acts or events: Acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire or landslide; Radioactive contamination or ionizing radiation; epidemic or pandemic; Strikes or boycotts (other than those involving the Supplier or its employees / representatives or attributable to any act or omission of any of them) interrupting supplies and services of the Project for a period exceeding a continuous period of 7 (seven) days; An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents rendering of supplies or specified services by the Supplier for a period exceeding a continuous period of 7 (seven) days.

**16.** All other terms and conditions as enumerated in the tender document form part of this agreement.

<b>Authorized representative of Contractor</b>
M/s
Colombo

Head of Chancery High Commission of India Colombo

#### FINANCIAL BID

# Subject: Tender for AMC for cleaning, disinfection and upkeep of the High Commission of India premises at Colombo (Sri Lanka)

Name of the Firm	
Details of authorized representative with contact details	

Category	Total No. of Worker	Total monthly wages per worker quoted in SLR(Sri Lankan Rupees)	Total monthly wages of total no. of workers in SLR(Sri Lankan Rupees)
(1)	(2)	(3)	(4)
Skilled Supervisor	01		
Semi-Skilled worker	06		
Total(A)	07		
Agency and other charges (B)			Cost per month in SLR
Agency's service charges			
Other charges, if any (Plz specify)			
Total of (B)			
Material charges (C)			
Total monthly charges $(A+B+C) = D$			
VAT @ (E)			NIL
Other Taxes/Duties (F)			
Grand Total per month $(D+E+F) = G$			
Total Cost per annum = G X 12			

#### Note:

- 1. Above rates are final and inclusive of all taxes/duties and material charges. The High Commission shall not be liable to pay any additional charges for providing the enlisted services.
- 2. The monthly wages paid by the contractor to the workers must not be less than minimum wage as fixed by Government of Sri Lanka.
- 3. A separate sheet (Annexure IA) must be attached with the Financial Bid bifurcating the details of wages of the workers.

Bidders Signature with official Seal/Stamp

Annexure -IA (to be attached with the Financial Bid)

In this sheet, the bidder has to give the bifurcated details of wages which has been quoted in the Financial Bid.

Bidders Signature with official Seal/Stamp

#### **COMPLIANCE REPORT**

To

Head of Chancery High Commission of India Colombo

Subject: Regarding tender for AMC for cleaning, disinfection and upkeep of the High Commission of India, Colombo.

Dear Sir

We have gone through and understood complete scope of work, terms and conditions of this tender. It is confirmed that we will abide by all instructions as stipulated in the tender document and agreement.

We hereby declare that we, M/s .................. are eligible to participate in the bid; we have no conflict of interest in the proposed tendering proceedings; and have not been punished for a profession or business-related offense. We also declare that we, M/s ............. have not been blacklisted or debarred by any government or reputed private agency in Sri Lanka or in India.

We also confirm that we will not pay less than minimum wages as fixed by the Government of Sri Lanka to our workers and the rates have been quoted accordingly.

Place:	
Date:	
	Signature of Bidden
	Name: