



सत्यमेव जयते
Government of India

**High Commission of India of India
Colombo**

Tender for

Annual Maintenance Contract for

Gatekeepers

for

Swami Vivekananda Cultural Centre, Colombo

No. Col/SVCC/372/05/2022

Tender for “Annual Maintenance Contract” for providing Gatekeepers for premises of Swami Vivekananda Cultural Centre, Colombo.

List of Documents in the Tender Form

S. No.	Items	Page No.
1	Cover Page	
2	List of documents and important dates	
3	Bidder’s details	
4	Notice Inviting Tender	
5	Instructions to Tenderers	
6	Other Relevant Information, terms and conditions of contract	
7	Prequalification/Evaluation/Exclusion criteria	
8	Scope of work under AMC	
9	Compliance Report	
10	Draft Agreement	
11	Financial Bid Format (Annexure I)	
12	Bifurcated details monthly wages of workers (Annexure IA)	

Important dates relating to the tender are as follows:

S. No.	Particulars	Date
1	Bid Document Download Start date	19.12.2022
2	Clarification start date	19.12.2022
3	Clarification end date	09.01.2023
4	Pre-bid meeting	22.12.2022
5	Bid submission start date	19.12.2022
6	Bid submission end date	09.01.2023
7	Technical bids opening date	09.01.2023
8	Financial bids opening date	11.01.2023

Bidder Details

A.	Name of the Agency	
B.	Address of the Agency	
C.	Registration's details with date	
D.	VAT Registration No.	
E.	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 FY 2019-20 FY 2020-21 FY 2021-22	
H.	List of major clients where providing similar services	
I.	Any other information/documents which may help in assessing bidder's abilities	

Bidder's Signature with Stamp



Government of India

High Commission of India of India
Colombo

Notice Inviting Bids

High Commission of India of India, Colombo invites sealed and separate tenders under two bid system (Technical and Financial Bid) from established/reputed agencies for providing gatekeepers for premises of Swami Vivekananda Cultural Centre, Colombo under Annual Maintenance Contract.

The last date for receipt of bids in sealed envelope is on or before 9th January 2023 upto 1500 hrs. Tender documents are available on our website www.hcicolombo.gov.in under the Tender section and on www.eprocure.gov.in. Details can also be collected from Attaché(Property) through email at estt.colombo@mea.gov.in 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 “Tender” section on the High Commission of India’s website www.hcicolombo.gov.in.

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

Col/SVCC/372/3/2022 dated 19.12.2022

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 gatekeepers for premises of Swami Vivekananda Cultural Centre, Colombo". **Bidders must mention their complete contact details on each envelope.**

1. Eligibility Criteria:

- 1.1 Interested bidders may please ensure pre-qualification details before submitting their bids.
- 1.2 The bid of any tenderer who has not complied with one or more of the conditions of eligibility criteria and/or fail to submit the required documents as required/or mentioned in tender document are liable to be summarily rejected.
- 1.3 The High Commission of India 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 of India 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 of India, 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 of India.

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. *Bids with less validity will not be considered.*
- 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 LKR 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 of India,

Colombo. Rate of exchange may be taken as INR 1 = LKR 4.4 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 of India, Colombo only.

(iv) EMD must be contained in Envelop 1 along with Technical bid only, 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 after expiry of the bid validity and latest on or before 30th day after signing of the contract.
- (ii) EMD of successful bidder shall be refunded after award of the contract and deposit of Performance security.

5. Performance Security:

The successful bidder shall deposit Performance Security equivalent to the value of 5% of total annual contract value in the form of Bank Guarantee/Demand Draft in the name of 'High Commission of India of India, Colombo' at the time of signing of contract agreement. The Performance Security should 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 will be issued to the successful bidder who shall sign the formal 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 of India 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 tenderer in 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 of India.

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.

11. Tender Evaluation:

The High Commission of India will evaluate the entire tenders, strictly on the basis of the terms & conditions incorporated in tender documents and requirement of the High Commission of India. The High Commission of India 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 of India will award the contract to lowest evaluated responsive tenderer.

13. Service Provider Obligation:

13.1 The contractor shall permanently deploy four(04) gatekeepers- One(01) male and One(01) female in the day time and two(02) males in the night time. Day time duty for male gatekeeper shall be for 12 hours and for female gatekeeper shall be 09 hours. Night time duty for male gatekeepers shall be for 12 hours.

13.2 Only those gatekeepers shall be deployed who are physically and mentally sound to carry out the assigned duties and have required exposure of the work.

13.3 The contractor shall verify background details of gatekeepers before deploying them in the Swami Vivekananda Cultural Centre premises. The contractor shall also provide recent police clearance certificate of all the gatekeepers for issuance of entry passes.

13.4 The contractor shall pay the monthly wages to the gatekeepers in accordance with financial quotes before 10th day of each month irrespective of the fact whether the High Commission of India has released payment to the contractor or not.

13.5 The contractor shall pay all his taxes/duties regularly to the local government. Any unrefunded VAT amount due to negligence on the part of contractor will be recovered from his subsequent bills or performance security.

13.6 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.

13.7 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 Swami Vivekananda Cultural Centre, for execution of the Annual Maintenance Contract, are not disclosed under any circumstances.

13.8 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. He/She may further undertake to immediately intimate the High Commission of India of any information that may come to the knowledge of 'The Contractor', which may have a security implication.

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 of India of India or Swami Vivekananda Cultural Centre, Colombo, 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 notice inviting authority shall accept no liability for, nor any financial or other consequences arising from, 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 notice inviting tender authority 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 notice inviting authority by any person for a liability as referred to in paragraphs 14.2 above, including their heirs and assigns, or by third parties.

16. Penalty:

The High Commission of India 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 gatekeepers by 10th day of each month.

16.3 The gatekeepers are replaced frequently without consulting the High Commission of India of India.

16.4 The penalty shall be recovered from the subsequent bill of the contractor or performance security deposit with the High Commission of India.

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 of India 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 estt.colombo@mea.gov.in)

At any time prior to the deadline for submission of bids, the High Commission of India 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 of India website i.e. www.hcicolombo.gov.in. In order to afford prospective tenderer(s) reasonable time in which to take the amendment into account in preparing their bid, the High Commission of India may, at its discretion extend the deadline for the submission of Tender.

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 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.
 - iii. Proof of similar experience.
 - iv. Copy of registration certificate.
 - v. Proof of turnover for the last three financial years.
 - vi. Compliance report.
 - 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 of India
36-38, Galle Road,
Colombo-03
4. Sealed tender should reach the High Commission of India before the last date of submission. Tender(s) received beyond the last date of submission will be rejected. No tender will be entertained by e-mail or Fax.
5. Agencies may send their authorized representative at the time of opening of technical and financial bids.
6. Sub-contracting is not possible under this contract.
7. All pages of the bids should be signed & stamped.
8. The financial bid(s) 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).

Pre-Qualification/Evaluation/Exclusion Criteria

Sl.	Particulars	Details
1	Experience	<p>a) The contractor must have successfully completed one work of same nature of an annual value of SLR. 30 lakh or two works of same nature of annual value of SLR. 24 lakh each or three works of same nature of yearly value not less than SLR. 16 lakh (or equivalent in Indian Rupees) each in any Government organization, Diplomatic Mission (Embassies/High Commission of India or their field offices), Reputed organizations or any other recognized private institutions during the last four years.</p> <p>b) Copy of work order for completed work/ongoing work issued by the concerned authority can be accepted in support of the experience.</p> <p>c) Copy of performance certificate, if any, should also be attached.</p>
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 30 Lakhs or more per year during last three financial years (VAT clearance certificate may be attached)
5	VAT	Certificate that the agency pays VAT regularly and their VAT dues are cleared (VAT clearance certificate for the last three financial years may be attached)
<p>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.</p> <p>The agencies must meet all aforementioned eligibility criteria for opening of their financial bids.</p>		

Scope of Work

1. The contractor shall permanently deploy four(04) gatekeepers- One(01) male and One(01) female in the day time and two(02) males in the night time.
2. Day time duty for male gatekeeper shall be for 12 hours and for female gatekeeper shall be 09 hours. Night time duty for male gatekeepers shall be for 12 hours.
3. The site of deployment shall be 16/2, Gregory's Road, Colombo-07 i.e. Swami Vivekananda Cultural Centre(SVCC).

COMPLIANCE REPORT

To

Head of Chancery
High Commission of India of India
Colombo

Subject: Regarding tender for AMC of providing Gatekeepers for the premises of Swami Vivekananda Cultural Centre, 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 not ineligible 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 Bidder

Name:

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 providing gatekeepers for the premises of Swami Vivekananda Cultural Centre. The terms and conditions of the contract are as follows:

1. Under the contract, the contractor shall permanently deploy four(04) gatekeepers- One(01) male and One(01) female in the day time and two(02) males in the night time. Day time duty for male gatekeeper shall be for 12 hours and for female gatekeeper shall be 09 hours. Night time duty for male gatekeepers shall be for 12 hours.
2. The workers engaged by the contractor should have sufficient exposure to carry out the assigned work in professional manner.
3. The contractor shall engage only those workers who are physically and medically fit and whose antecedents have been verified by him. The gatekeepers will be employees of the Contractor and the High Commission of India or Swami Vivekananda Cultural Centre 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 Swami Vivekananda Cultural Centre premises.
4. The contractor shall provide two sets of good quality uniforms and identity card to the gatekeepers without which they will not be permitted to work in the Swami Vivekananda Cultural Centre premises.
5. Gatekeeper shall be deployed on all seven days of the week.
6. The contractor shall pay to the gatekeepers 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 10th day of each month.

7. Scope of work:

1. The contractor shall permanently deploy four(04) gatekeepers- One(01) male and One(01) female in the day time and two(02) males in the night time.
2. Day time duty for male gatekeeper shall be for 12 hours and for female gatekeeper shall be 09 hours. Night time duty for male gatekeepers shall be for 12 hours.
3. The site of deployment shall be 16/2, Gregory's Road, Colombo-07 i.e. Swami Vivekananda Cultural Centre(SVCC).

8. Contract Period:

- i. The contract is valid for a period of one year from to 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 of India 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.

9. Payment:

- i. The annual charges are SLR Including all taxes/duties and material charges which will be paid on monthly basis after completion of each month.
- ii. The monthly payment of SLR would be released by the High Commission of India by second week of the succeeding month after receipt of valid tax invoice and attendance sheet.

10. Penalty:

The High Commission of India 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 10th of each month.
- iii. The workers are replaced frequently without consulting the High Commission of India.
- iv. The penalty shall be recovered from the subsequent bill of the contractor or performance security deposit with the High Commission of India.

11. 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.

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

Authorized representative of Contractor
M/s
Colombo

Head of Chancery
High Commission of India
of India
Colombo

FINANCIAL BID

Subject: Tender for AMC of providing Gatekeepers for the premises of the Swami Vivekananda Cultural Centre premises at Colombo (Sri Lanka)

Name of the Firm	
Details of authorized representative with contact details	

Category	Total No. of Worker	Per person per day wages in SLR(Sri Lankan Rupees)	Total monthly wages of total no. of workers in SLR(Sri Lankan Rupees)
(1)	(2)	(3)	(4)
Gatekeepers			
Total(A)	04		
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)			
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 of India or Swami Vivekananda Cultural Centre shall not be liable to pay any additional charges for providing the enlisted services.
2. The monthly wages 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