High Commission of India
Colombo

Tender for

Annual Maintenance Contract

For

Central Air Condition System at

High Commission of India, Colombo

No. Col/Prop/872/11/2007
Tender for “Annual Maintenance Contract” for Central Air Condition System in High Commission of India, Colombo

**List of Documents in the Tender Form**

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Important dates relating to the tender are as follows:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Particulars</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bid Document Download Start date</td>
<td>08.04.2022</td>
</tr>
<tr>
<td>2</td>
<td>Clarification start date</td>
<td>08.04.2022</td>
</tr>
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<td>3</td>
<td>Clarification end date</td>
<td>29.04.2022</td>
</tr>
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<td>4</td>
<td>Pre-bid meeting</td>
<td>19.04.2022 (11:00 AM)</td>
</tr>
<tr>
<td>5</td>
<td>Bid submission start date</td>
<td>08.04.2022</td>
</tr>
<tr>
<td>6</td>
<td>Bid submission end date</td>
<td>29.04.2022</td>
</tr>
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<td>7</td>
<td>Technical bids opening date</td>
<td>29.04.2022</td>
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<tr>
<td>8</td>
<td>Financial bids opening date</td>
<td>02.05.2022</td>
</tr>
</tbody>
</table>
## Bidder Details

<table>
<thead>
<tr>
<th>A.</th>
<th>Name of the Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>B.</td>
<td>Address of the Company</td>
</tr>
<tr>
<td>C.</td>
<td>Registration’s details with date</td>
</tr>
<tr>
<td>D.</td>
<td>VAT Registration No.</td>
</tr>
</tbody>
</table>
| 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 2018-19  
   FY 2019-20  
   FY 2020-21 |
| 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
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 service and maintenance of Central Air Conditioning System at 36-38, Galle Road, Colomb-03.

The last date for receipt of bids in sealed envelope is on or before April 29, 2022 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’s website www.hcicolombo.gov.in.

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

Col/Prop/872/11/2007 dated April 8, 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 'Technical Bid' on Envelope-I and 'Financial Bid' on Envelope-II. Thereafter, both these envelopes shall be sealed in a third bigger envelope and it should be superscribed as "Tender for AMC for Central Air Condition system at High Commission of India". **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 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 equipment and local site conditions. For this purpose a pre-bid meeting shall be held at High Commission of India, 36-38, Galle Road, Colombo-03, on 19.04.2022 (Tuesday) at 11:00 AM.

   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. **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, Colombo. Rate of exchange may be taken as INR 1 = LKR 3.6444 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) EMD must be contained in Envelope-I 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 @ 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 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 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 materials and tools required to carry out the service and maintenance of the equipment stated in scope of work, but exclusive of expenditure on procurement of heavy machinery/material.

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. **Service Provider Obligation:**

   13.1 The agency shall permanently deploy one(01) skilled technician to the premises of High Commission of India.

   13.2 Only those worker(s)/technician(s) shall be deployed who are physically and mentally sound to carry out the job and have required exposure/experience of the work.

   13.3 The contractor shall verify background details of worker(s)/technician(s) 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.

   13.4 The contractor shall pay the monthly wages to the technician deployed in High Commission’s premises, in accordance with the financial quotes before 10th day of each month irrespective of the fact whether the High Commission has released the 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 the 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 High Commission, for execution of the Annual Maintenance Contract, are not disclosed under any circumstances.
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 notice inviting authority 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 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 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 the technician(s) by 10th day of each month.

16.3 The worker(s)/technician(s) 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 estt.colombo@mea.gov.in)

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.
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.
   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
   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 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). The bids should be for service and maintenance of seven (07) nos. of air handling units, two (02) nos. of chillers, two (02) nos. of cooling towers, three (03) nos. of chilled water pumps, three (03) nos. of condensed water pumps. The financial bid should include the cost of all the material and tools required to carry out the service and maintenance of the central air condition system.
**Pre-Qualification/Evaluation/Exclusion Criteria**

<table>
<thead>
<tr>
<th>Sl.</th>
<th>Particulars</th>
<th>Details</th>
</tr>
</thead>
</table>
| 1   | Experience      | a) The contractor must have successfully completed one work of same nature of an annual value of SLR. 50 lakh or two works of same nature of annual value of SLR. 30 lakh each or 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 one crore 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)                                             |

**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.
Scope of Work

Following equipment require regular inspection, servicing and maintenance:

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Location</th>
<th>Description</th>
<th>Qty</th>
<th>No.of. Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Fourth Floor</td>
<td>“Trane” Air Handling Unit No.07</td>
<td>1</td>
<td>12</td>
</tr>
<tr>
<td>2</td>
<td>Third Floor</td>
<td>“Trane” Air Handling Unit No.06</td>
<td>1</td>
<td>12</td>
</tr>
<tr>
<td>3</td>
<td>Second Floor</td>
<td>“Trane” Air Handling Unit No.04</td>
<td>2</td>
<td>12</td>
</tr>
<tr>
<td>4</td>
<td>First Floor</td>
<td>“Trane” Air Handling Unit No.02</td>
<td>2</td>
<td>12</td>
</tr>
<tr>
<td>5</td>
<td>Basement</td>
<td>“Trane” Air Handling Unit No.05</td>
<td>1</td>
<td>12</td>
</tr>
<tr>
<td>6</td>
<td>Roof Top</td>
<td>Chemical Treatment for Cooling Towers</td>
<td>1</td>
<td>12</td>
</tr>
<tr>
<td>7</td>
<td>Whole Premises</td>
<td>Labor Charges for Central Air Conditioning Maintenance work</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Basement Plant Room</td>
<td>“Daiken” Water Cooled Chiller</td>
<td>2</td>
<td>12</td>
</tr>
<tr>
<td>9</td>
<td>Basement Plant Room</td>
<td>“Armstrong” Condenser Water Circulation Pumps</td>
<td>3</td>
<td>12</td>
</tr>
<tr>
<td>10</td>
<td>Basement Plant Room</td>
<td>“Armstrong” Chilled Water Circulation Pumps</td>
<td>3</td>
<td>12</td>
</tr>
<tr>
<td>11</td>
<td>Roof Top</td>
<td>“Genius” Cooling Tower</td>
<td>2</td>
<td>12</td>
</tr>
<tr>
<td>12</td>
<td>Plant Room</td>
<td>“TECO” Fan Coil Units</td>
<td>2</td>
<td>12</td>
</tr>
</tbody>
</table>

Service Procedures:

1. Air Handling Units(AHUs) should be serviced under pressure.
2. All blowers and fan motors should be oiled as required.
3. All air filters should be washed and serviced.
4. The General performance of the system should be checked with special instruments.
5. Blower motor current and other component should be checked to see if they function within the design parameters.
6. Control panels should be checked for proper operation.
7. Electrical components should be serviced when required.
8. The system should be checked for noises and corrected.
9. Proper measures like applying marine paint, insulation etc., should be taken for prevention of the corrosion of the equipment in view of its proximity to the sea.
10. In order to suppress the corrosive tendency of the water running inside the chiller, pumps and cooling tower, suitable chemicals should be used
11. One(01) technician deployed in the High Commission premises, shall be present from 08:30AM to 5:00PM from Monday to Friday(except weekends and holidays as per High Commission’s Holiday Calendar). He should turn on and turn off the equipment on daily basis and also monitor the running of all the equipments. He shall be required to run the chillers, cooling towers, condensed water pumps, chilled water pumps on rotation basis and keep a log of the same. He has to maintain the record of the different indicators showing the performance of the central air condition system. He has to keep the record of the different works carried out at each visit of the service and maintenance
team. These records/logs shall be verified by the officer(s) of the High Commission from time to time. In absence of the permanent technician, the company has to provide another technician for the period of the absence of the permanent one.
COMPLIANCE REPORT

To

Head of Chancery
High Commission of India
Colombo

Subject: Regarding tender for AMC for Central Air Condition System at 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 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 AMC of the Central Air Condition system at the High Commission of India. The terms and conditions of the contract are as follows:

2. Under the contract, the agency shall deploy one skilled technician at the premises of the High Commission. The working hours will be 0830 Hrs to 1700 Hrs from Monday to Friday. The timing of the lunch break will be 1300 Hrs to 1400 Hrs.

3. The technician engaged by the contractor should have sufficient exposure to carry out the assigned work in professional manner.

4. The contractor shall engage only those technician(s)/worker(s) who are physically and medically fit and whose antecedents have been verified by him. The technician(s)/worker(s) 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.

5. The contractor shall provide safety gear to the technician(s)/worker(s) without which they will not be permitted to work in the High Commission premises.

6. Apart from the weekly off, other festival leaves will be as agreed to by both parties but it will not exceed eight days in a year.

7. The contractor shall pay to the technician his 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 technician by 10th day of each month.

8. Scope of work:

Following equipment require regular inspection and servicing:

<table>
<thead>
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<th>Sl.No</th>
<th>Location</th>
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<td>2</td>
<td>12</td>
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<tr>
<td>4</td>
<td>First Floor</td>
<td>“Trane” Air Handling Unit No.02</td>
<td>2</td>
<td>12</td>
</tr>
<tr>
<td>5</td>
<td>Basement</td>
<td>“Trane” Air Handling Unit No.05</td>
<td>1</td>
<td>12</td>
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<td>6</td>
<td>Roof Top</td>
<td>Chemical Treatment for Cooling Towers</td>
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8. **Basement Plant Room**
   - “Daiken” Water Cooled Chiller
   - 2 units
   - 12 units

9. **Basement Plant Room**
   - “Armstrong” Condenser Water Circulation Pumps
   - 3 units
   - 12 units

10. **Basement Plant Room**
    - “Armstrong” Chilled Water Circulation Pumps
    - 3 units
    - 12 units

11. **Roof Top**
    - “Genius” Cooling Tower
    - 2 units
    - 12 units

12. **Plant Room**
    - “TECO” Fan Coil Units
    - 2 units
    - 12 units

**Service Procedures.**

1. Air Handling Units (AHUs) should be serviced under pressure.
2. All blowers and fan motors should be oiled as required.
3. All air filters should be washed and serviced.
4. The General performance of the system should be checked with special instruments.
5. Blower motor current and other component should be checked to see if they function within the design parameters.
6. Control panels should be checked for proper operation.
7. Electrical components should be serviced when required.
8. The system should be checked for noises and corrected.
9. In order to suppress the corrosive tendency of the water running inside the chiller, pumps and cooling tower, suitable chemicals should be used.
10. Proper measures like applying marine paint, insulation etc., should be taken for prevention of the corrosion of the equipment in view of its proximity to the sea.
11. One (01) technician deployed in the High Commission premises, shall be present from 08:30AM to 5:00PM from Monday to Friday (except weekends and holidays as per High Commission’s Holiday Calendar). He should turn on and turn off the equipment on daily basis and also monitor the running of all the equipments. He shall be required to run the chillers, cooling towers, condenser water pumps, chilled water pumps on rotation basis and keep a log of the same. He has to maintain the record of the different indicators showing the performance of the central air condition system. He has to keep the record of the different works carried out at each visit of the service and maintenance team. These records/logs shall be verified by the officer(s) of the High Commission from time to time. In absence of the permanent technician, the company has to provide another technician for the period of the absence of the permanent one.

**9. 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 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.

**10. Payment:**

i. The annual charges are SLR ……….. Including all taxes/duties and material charges which will be paid on monthly basis after completion of service and
maintenance of each month and subsequent receipt of valid tax invoice and attendance sheet of the technician.

11. **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\textsuperscript{th} 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.

12. **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.

13. 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

Colombo
Annexure I

**FINANCIAL BID**

Subject: Tender for AMC for Central Air Condition System at High Commission of India premises at Colombo (Sri Lanka)

<table>
<thead>
<tr>
<th>Name of the Firm</th>
<th>Details of authorized representative with contact details</th>
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<table>
<thead>
<tr>
<th>Category</th>
<th>Total No. of Worker(s)</th>
<th>Total monthly wages per worker quoted in SLR(Sri Lankan Rupees)</th>
<th>Total monthly wages of total no. of workers in SLR(Sri Lankan Rupees)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>(2)</td>
<td>(3)</td>
<td>(4)</td>
</tr>
<tr>
<td>Technician</td>
<td>01</td>
<td></td>
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<tr>
<td><strong>Total(A)</strong></td>
<td><strong>01</strong></td>
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Agency’s service charges
Other charges, if any (Plz specify)

\[
Total of (B)
\]

<table>
<thead>
<tr>
<th>Material charges (C)</th>
<th>Total monthly charges ((A+B+C) = D)</th>
<th>VAT (@ \ldots (E))</th>
<th>Other Taxes/Duties (F)</th>
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<tbody>
<tr>
<td></td>
<td>(Total) (= D)</td>
<td>(\ldots)</td>
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<td></td>
<td>(Grand Total) (= G)</td>
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<td></td>
<td>(Total Cost per annum = G \times 12)</td>
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**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 must not be less than minimum wage as fixed by Government of Sri Lanka.

Bidders Signature with official Seal/Stamp