

No.SEY/551/11/2015 High Commission of India Victoria

NOTICE INVITING TENDER

Subject: Invitation Tender for Annual Maintenance Contract (AMC) of Cleaning Services at Chancery building, High Commission of India, Victoria.

The High Commission of India, Victoria invites sealed bids from reputed, experienced and financially sound maintenance companies registered under relevant Seychelles Companies Law which can provide Annual Maintenance Contract (AMC) of cleaning services at Chancery building as defined in 'Scope of Work' in this tender document for a period of one year which may be extended annually on year to year basis, for further two years on same rate and terms & conditions as mentioned in tender documents, subject to satisfactory services provided by the contractor. The interested companies/agencies may submit bids/quotations in two separate sealed cover, superscribed as "Technical Bid" and "Financial Bid" to 'Head of Chancery, High Commission of India, 3rd floor, Maison Esplanade, Francis Rachel Street, Victoria, Mahe by Post or hand delivered latest by 04.00 PM of 30.06.2023.

The detailed tender document along with its annexure may be downloaded from https://www.hciseychelles.gov.in/, https://eprocure.gov.in/cppp/ and https://eprocure.gov.in/cppp/ and https://eprocure.gov.in/cppp/ and https://eprocure.gov.in/cppp/ and https://eprocure.gov.in/ Please note that any corrigendum/addendum in the tender document will be hosted on same websites.

-Sd-(V. Sivaraman) Head of Chancery Tel: +248- 4674126 Email: hoc.mahe@mea.gov.in

1. Important Dates:

Sl. No.	Event	Date & Time (Seychelles' time)
(i)	Publishing of Tender	07.06.2023 at 09.00 AM
(ii)	Site visit/Pre bid meeting	15.06.2023 at 11.00 AM
(iii)	Starting date of bid submission	16.06.2023 at 09.00 AM
(iv)	Last date of bid submission	30.06.2023 at 04.00 PM
(v)	Opening of Technical Bids	03.07.2023 at 11.00 AM
(vi)	Opening of Financial Bids	To be intimated later

2. SCOPE OF WORK-

The approximate cleaning area of the Chancery is 1097 sq.m.

- **2.1 Cleaning:** This will include the following
 - (i) Cleaning and mopping of floors;
 - (ii) Dusting of furniture, doors, cleaning of window panes, glass doors;
 - (iii) Cleaning of wash rooms (toilets and wash basins);
 - (iv) Daily change bin liners and spray air freshner in rooms & common area;
 - (v) Removal of daily waste material;
 - (vi) Any other cleaning related works.
- **2.2 Supply of cleaning material:** The contractors/agencies provide/supply all the cleaning material required for the cleaning services including liquid soaps, tissue papers, toilet paper rolls, napthalene balls, air freshners etc. without any extra cost during the period of the AMC.
- **2.3 Garbage Collection:** All the dustbins in office should be provided with suitable garbage bags and it should be changed daily. All garbage will be collected daily and disposed off in accordance with local law. No garbage shall be allowed to be accumulated in the complex.

3. Other conditions:

- **3.1** The number of workers as agreed upon for work at the Chancery complex shall be available for work as per agreed schedule. If the number of the employees falls short of the agreement, proportionate wages shall be deducted from the bill for the respective month.
- **3.2** All personnel employed by the contractor/agency shall at all times and for all purposes be solely in the employment of the contractor/agency. The contractor/agency is also responsible for transfer and discharge of them.
- **3.3** The contractor/agency shall assign personnel of appropriate qualification and experience to perform and fulfill its obligation under this tender. The contractor/agency shall take commercially

reasonable steps to ensure the staff members performing services under this tender are qualified and suitable to perform such services. The contractor/agency is obliged to replace, without unreasonable delay and at no cost to the High Commission, any personnel whom the High Commission considers lacking the necessary competence or with whom the High Commission finds it difficult to collaborate.

3.4 The contractor/agency should ensure that proper qualified/trained/licensed personnel carry out the jobs.

4. Eligibility Criteria

- **4.1** The following shall be the minimum eligibility criteria for selection of bidders at technical bid stage of the bidding process:-
- (a) The bidder must be registered under the Seychelles Companies Act and should have all applicable/appropriate licenses in their own name.
- (b) The bidders should have a minimum of five years experience in the field as on 01.06.2023 and has done similar works.
- (c) The bidder should have a good financial standing. No loss has been incurred in last three years.
- (d) The bidder should submit precise profile of its activities and operations in different fields, management and ownership/partnership and other companies in the same groups. Bidders may give information of details of their services with various important clients recently.

4.2 Earnest Money Deposit (EMD):

- **4.2.1** EMD of SCR 5,000/- in the form of account Payee Demand Draft/Pay Order issued by any reputed Bank drawn in favour of "High Commission of India, Victoria" has to be submitted along with the bid. The validity of the Demand Draft/Pay Order must be up to 6 (six) months from the last date for submission of bids.
- **4.2.2** EMD should be submitted in the envelope containing Technical Bid. Bid submitted without EMD will stand rejected. No interest shall be payable on EMD.
- **4.2.3** The EMD of unsuccessful bidders will be discharged/returned as promptly as possible after the expiry of bid validity period and/or within 30 days from the date of signing the agreement with the successful bidder. However if the return of EMD is delayed for any reason, no interest/penalty shall be payable to the bidder.
- **4.2.4** The bid security may be forfeited:
 - (i) If the bidder withdraws his bid during the period of validity of the bids specified by the bidder in the bid form; or
 - (ii) In case of successful bidder, if the bidder:
 - (a) fails to sign the contract in accordance with the terms of the tender document; or

(b) Fails or refuses to honour his own quoted prices for the services or part thereof.

5. **General Instructions:**

- **5.1** The High Commission of India, Victoria, at its own discretion, accept or reject any bid/quotation without assigning any reasons thereof. The decision of the High Commission shall be final and binding on all.
- **5.2** All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract or the bids not meeting the minimum eligibility criteria or Technical Bids not accompanied by EMD of requisite amount/format or any other requirements, stipulated in the tender documents are liable to be rejected.
- **5.3** For all purposes thereunder, the address of the bidder mentioned in the bid shall be final unless the bidder notifies any change of address by a separate letter handed over personally/courier or by email to the High Commission of India, Victoria. The bidder shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner.
- **5.4** The bidder must have modern equipments, latest technical expertise for management of buildings and related facilities, as has been defined in 'Scope of Work'
- **5.5** The bidders are required to visit the site to assess the quantum of work involved before submitting the tender. Once the tender is submitted, it will be presumed that the bidder has seen and understood the complete work involved.
- **5.6** The bidder will have to ensure compliance of all mandatory Labour Laws/regulations laid down by the Government of the Seychelles and any other relevant Acts and regulations enforceable from time to time without any liability on the High Commission of India, Victoria or without any responsibility for statutory compliance by the High Commission.
- **5.7** The workers provided should be regular employees of the company. The company shall ensure that no person of doubtful antecedents and nationality is, in any way, associated with works.
- **5.8** All workers and staff employed by the company shall be employee of the company and will not have any claim of any nature on the High Commission. Any dispute arising between employee and company will be the responsibility of the company only.
- **5.9** Bids and all accompanying documents shall be in English only. The technical as well as the financial bids should be submitted in two sets one original and one copy.
- **5.10** bidder must submit separate offer in two separate sealed envelopes, as explained below:
 - **Envelope No. 1: "Technical Bid"** shall contain documents in support of Eligibility Criteria including EMD as mentioned in **Para-4** above and Bid-Form as per '**Annexure-I**' with proper seal and signature of authorized person on each page of the bid.
 - **Envelope No. 2: "Financial Bid"** shall contain Price schedule as per 'Annexure- II' complete in all respects with proper seal and signature of authorized person and shall be inclusive of Taxes. The quoted price should be in Seychelles Rupees only. Liability, if any, towards staff

and employees from principal employer's end shall be deemed to be included in the offer. The High Commission will not entertain extra claim at any stage of execution of AMC.

- **5.11** The bids must be submitted on or before 04.00 PM of 30.06.2023 to High Commission of India, Victoria. No Bid shall be accepted after the specified date and time and returned unopened to the Bidder. However, the Competent Authority in the High Commission reserves the right to extend the date / time for submission of bids, before opening of the Technical Bids.
- **5.12** Bids shall remain valid and open for acceptance for a period of 180 days from the last date of submission of Bids. The client may request for extension for another period of 60 days, if necessary, without any modifications and without giving any reasons thereof.

5.13 Opening of Bids:-

- (i) The Technical Bids shall be opened at High Commission of India, 3rd floor, Maison Esplanade, Francis Rachel Street, Victoria, Mahe at due date and time in the presence of bidders or their representatives who chose to attend and the Tender Evaluation Committee (TEC) constituted by the Competent Authority of the High Commission. After evaluation of Technical Bids, a list of qualified bidders will be prepared by the High Commission. The Financial bids (Envelope 'B') will be opened on a subsequent date.
- (ii) The Financial Bids of only those bidders, who qualify at Technical Bid stage, shall be opened by the Committee authorized for the purpose. Those bidders who qualify in the technical bid stage, will be intimated through mail/phone about the date for opening of the Financial Bids.
- (iii) The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, the time and venue remaining unaltered.
- (iv) A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening. Absence of bidder or their representative shall not impair the legality of the opening procedures. The bidder's authorized representative who attends the bid opening shall sign an attendance register as a proof of having attended the bid opening.
- (v) During the Evaluation of bids, High Commission at its discretion may call upon the bidder to give their presentation on their offer or submit any paper, to explain their capability to undertake the work.
- (vi) The bidder's name, bid prices, discounts and such other details considered as appropriate by High Commission, will be announced at the time of opening of the Financial Bids.

6. Award of Contract:

6.1 High Commission shall award the contract to the eligible bidder/s whose Technical Bid has been

accepted and determined as the lowest evaluated Financial Bid based on total price given in Price Schedule of the Bid Document. If more than one bidder quote the same lowest price, High Commission reserves the right to award the contact anyone bidder.

6.2 High Commission will notify the successful bidder in writing that his bid has been accepted. This letter (hereinafter called 'Letter of Award') shall have in detail the sum which High Commission will pay to the Contractor. Upon receipt of the 'Letter of Award', the successful bidder shall accept it duly signed and stamped by his authorized signatory within 7 working days from the date of Letter of Award.

7. <u>Contract Agreement</u>:

The agreement will be singed between the successful bidder and High Commission as per 'Annexure-III' within 15 days from the date of Letter of Awards.

8. Change Orders:

The agreement may be amended or modified with consent of both parties in writing signed by the duly authorized representatives of the respective parties. No variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the parties i.e., the bidder and High Commission of India, Victoria.

9. **Duration of Contract:**

The contract, if awarded, shall be valid for a period of ONE YEAR (01 year). The contract may be extended annually on year to year basis, for further 02 years (total period 03 years from the date of signing of contract) on same terms & conditions and same rates as mention in contract agreement subject to satisfactory services provided by the vendor. In case of breach of contract or in the event of not fulfilling the minimum requirements / statutory requirements, the High Commission shall have the right to terminate the contract forthwith by giving a written notice of minimum 15 days.

10. Payments:

The Contractor shall be paid on a monthly basis for the services rendered in the preceding month. The billing cycle will be the 1 st of every month to the last day of the month. The Contractor shall submit correct invoice in terms of quality and commercial aspects within 10 days of the succeeding month and payment shall be released within 10 working days of submission of Invoices.

All payments shall be made in Seychelles Rupees (SCR) by means of crossed cheques/ bank transfer.

11. Force Majeure:

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

BID-FORM

(To be submitted along with the technical bid)

Subject: Tender for Annual Maintenance Contract (AMC) of Cleaning Services at Chancery building, High Commission of India, Victoria

bulluli	ig, riigh commission of mala, victoria
1.	Name of the Bidder-
2.	Address of Office-
3.	Address for communication (if different from above)-
4.	Telephone-
5.	Fax No
6.	E-mail Address-
7.	Place & Date of Incorporation/Establishment/Registration-
Declar	ation-
	(i) We have submitted genuine documents. If High Commission finds that any forged document submitted by us, High Commission may terminate my bids and forfeit my EMD and take stringent action against us as per guidelines.
	(ii) We are not under a declaration of ineligibility for corrupt and fraudulent practices.
	(iii) We accept all terms and conditions of the Tender Document and also accept that all Clauses, Sub-Clauses and Annexures in the Tender Document are ex-plicitly defined. We will follow all guideline mentioned in the Tender Documents.
Place:	` (Signature of Authorized Representative)
Date:	Name

PRICE SCHEDULE

(To be submitted along with the financial bid in separate sealed cover)

Subject: Tender for Annual Maintenance Contract (AMC) of Cleaning Services at Chancery building, High Commission of India, Victoria

SI.		1	l	·=					Annually in figures
No.	Description of item	Quantity	and i	n wor	ds)		and in	words)
1.	Labour/manpower Charges								
2.	Material Charges								
3.	Other charges								
4.	GST								
	Total								

Note: For the purpose of evaluating of tender price	e, Total Price shall be taken into account.
Place:	(Signature of Authorized Representative)
Date:	Name

PROFORMA OF AGREEMENT

Victoria-Mahé (hereinafter referred to as "the Client") of the one part and M/s having its registered office at(hereinafter called "the Contractor") of the other part.			
WHEREAS the Client invited bids through open tender, vide Notice Inviting Tender No.SEY/551/11/2015 dated 07.06.2023 for Annual Maintenance Contract (AMC) of Cleaning Services at Chancery building, High Commission of India, Victoria.			
AND WHEREAS the Contractor submitted his bids in accordance with the procedure mentioned in Notice Inviting Tender documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services to the Client.			
AND WHEREAS the Client has selected the Contractor pursuant to the bidding process for a total sum of SCR per annum (hereinafter called "the Contract Price") for Annual Maintenance Contract (AMC) of Cleaning Services at Chancery building, High Commission of India, Victoria.			
AND WHEREAS the Client desires that the cleaning services (as defined in the Tender Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for carrying out such services for an initial period of one year from to, extendable for further two years on yearly basis at the same rates and terms & conditions, subject to satisfactory performance by the Contractor.			
AND WHEREAS the Contractor acknowledges that the Client shall enter into contracts with other			

of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.

AND WHEREAS the terms and conditions of this Contract have been fully pegotiated between the

contractors / parties for the cleaning services of its premises in case the Contractor falls into breach

AND WHEREAS the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing.

AND WHEREAS the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing cleaning services in the Client's premises, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.

AND WHEREAS the Client and the Contractor agree as follows:

In this Agreement (including the recitals) capitalized words and expressions shall have the same

meanings as are respectively assigned to them in the Contract documents referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement:-

- i. The letter of Notification of Award
- ii. Notice Inviting Tender No.SEY/551/11/2015 dated 07.06.2023
- iii. The Completed Bids submitted by the Contranctor;
- iv. Scope of Work;
- v. The Addenda, if any, issued by the Client; and
- vi. Explanatory notes, correspondences and/or minutes of meetings (If any)

The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies the terms and conditions of the tender document shall be final.

Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.

The Agreement shall come into force on the date of its signing by the duly authorized representatives of the Parties.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year first written above.

For and on behalf of	For and on behalf of Supplier
High Commission of India	
Witnesses:	
1.	
2.	