



No. Wel/872/1/2023/HVAC
Notice Inviting Tender

Subject: Invitation of tender for "Maintenance of Buildings and Equipment's installed in the Chancery cum Residence Complex of High Commission of India, 72 Pipitea Street, Thorndon, Wellington -6011.

The High Commission of India to New Zealand, for and on behalf of the President of the Republic of India invites lump-sum tenders from reputed, experienced and financially sound Maintenance Services Provider companies registered under relevant laws of New Zealand which can provide maintenance services for buildings and equipment's of Chancery cum Residence of High Commission of India, Wellington initially for a period of one year as has been defined in '**Scope of work**' mentioned in **Section -2** of this tender document.

2. The interested service provider companies must submit the tender in two bid system {i.e. (i) Technical Bid and (ii) Financial Bid}. Tenders are to be submitted to **Head of Chancery, High Commission of India, 72 Pipitea Street, Thorndon, Wellington -6011**. All the necessary documents including those in support of eligibility criteria etc. are to be submitted in sealed envelopes as mentioned in Para - 2 of Section — 1. The Financial Bid will be submitted in a separate sealed envelope. No tender documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances.

3. The Technical Bids will be opened on **Wednesday, 5 March 2025** at **1100** hrs by the Committee authorized by the Competent Authority of this High Commission. The financial bids of only those bidders, whose Technical Bids are accepted, shall be opened by the Committee authorized for the purpose. The site visit may be conducted between **1000 hrs to 1600** hrs from **Tuesday, 11 February 2025 to Friday, 28 February 2025** on prior appointment basis to assess the job requirement / quantum of work involved.

4. The pre-bid meeting will be held at High Commission of India, 72 Pipitea Street, Thorndon, Wellington, New Zealand -6011 on **Friday, 21 February 2025** at **1500** hours.

5. The Tender Notice is also published on Central Public Procurement Portal (CPPP) of Government of India <http://eprocure.gov.in/e-publishing>, the website of High Commission of India, Wellington, [https://High CommissionofIndiaWellington.gov.in](https://HighCommissionofIndiaWellington.gov.in) and the website of Ministry of External Affairs, Government of India <https://mea.gov.in>. There is no fee for tender documents. The important schedule is given below:

Date of Publishing	Wednesday, 5 February 2025
Seek clarification start date	Tuesday, 11 February 2025
Bid submission start date	Thursday, 20 February 2025
Pre-bid meeting	Friday, 21 February 2025
Seek clarification end date	Friday, 28 February 2025
Bid submission end date	Tuesday, 4 March 2025
Bid opening date (Technical)	Wednesday, 5 March 2025
Bid Opening date (Financial)	To be advised later

6. The Competent Authority reserves the right to reject any or all the bids without assigning any reason and the decision of the competent authority of the High Commission shall be final and binding.

(Mukesh Ghiya)
Head of Chancery
Tel No +64-4-4741520
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Section-I: Instructions to the bidders

1. General Instructions

1.1. For the Bidding / Tender Document purposes, the High Commission of India, Wellington shall be referred to as '**Client**' and the Bidder/Successful Bidder shall be referred to **Service provider and /or Bidder** or interchangeably'.

1.2. The tender documents can be downloaded from the websites of Central Public Procurement Portal (CPPP) of Government of India <http://eprocure.gov.in/e-publishing>, the website of High Commission of India, Wellington, [https://High CommissionofIndiaWellington.gov.in](https://HighCommissionofIndiaWellington.gov.in) and the website of Ministry of External Affairs, Government of India <https://mea.gov.in/>. There is no fee for tender documents.

1.3. While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.

1.4. All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with **Bid Security Declaration**, or any other requirements, stipulated in the tender documents are liable to be rejected.

1.5. The parties to the Contract/Agreement shall be the successful bidder (to whom the work has been awarded) and the Client, High Commission of India, Wellington.

1.6. For all purposes of the contract including arbitration 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 sent by registered post with acknowledgement due to the High Commission of India, Wellington. The bidder shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner.

2. Minimum Eligibility Criteria and Eligibility Documents

2.1. **Legally Valid Entity:** The Bidder/Bidding companies shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited/ Company registered under the relevant Act or a firm having trade license to do business in Wellington. Bidding in the form of JV Consortium is not permitted. **The proof for supporting the legal validity of the Bidder/Bidding company shall be attached attested copies of certificates issued by the respective authority with the technical bid.**

2.2. **Registration:** The Bidder/Bidding Firm must have GST registration with the concerned authority. **The proof in support of the same (attested copy of GST registration certificate) shall be attached with the technical bid.**

2.3. **Experience:** The bidders should have a minimum of seven (07) years' experience in the field as on 31.03.2024. The bidder must have done similar works of (i) one similar work of New Zealand dollars 115,000 (New Zealand Dollar One hundred fifteen thousand) excluding GST or (ii) two similar works of New Zealand dollars 70,000 (New Zealand dollars Seventy Thousand) excluding GST or (iii) three similar works of New Zealand dollars 56,000 (New Zealand dollars Fifty-Six Thousand) excluding GST, during the last five years. The details of the work may also be elaborated to specify whether the works have been done for Embassies /Government Ministries /Departments /Public Sector Companies /reputed corporate organization /multinational companies. **As a proof in support of the same, attested copies of experience certificates for completed work ongoing work issued by the Foreign Embassies/Government Ministries / Departments / Public Sector Companies / reputed corporate organization multinational companies shall be attached with the technical bid.**

2.4 **Bid Security Declaration:** The bidder may submit Bid Securing Declaration along with their bid as per the format at **Annexure-I**. Any bid which is not accompanied with the Bid Securing Declaration, shall be rejected.

2.5. The bidder should have a good financial standing and should produce Profit and loss Statements duly certified by Chartered Accountant for a period of last five years. No loss should have been incurred for more than two years out of the last five years and must not have suffered loss in the immediate previous financial year.

2.6. The bidders should have had average annual financial turn-over of **NZD 70,000 (New Zealand dollars Seventy Thousand) (excluding GST)** during the last five years. This should be duly audited by a Chartered Accountant. Year in which no turnover is shown would also be considered for working out the average.

2.7. The bidder will also have to provide the certificate as per format at **Annexure-II** certifying that no relatives is working in the High Commission of India, Wellington.

2.8. The bidder shall submit the copy of the authorization letter/Power of Attorney as the proof of authorization for signing on behalf of the Bidder.

3. Validity of bids

3.1 Bids shall remain valid and open for acceptance for a period of 120 days from the last date of submission of Bids.

3.2 In case, client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.

3.3 The client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

3.4 **Site Visit:** Bidders may also undertake site visit for visualization and better understanding of the quantum of work any time with prior appointment. To fix the appointment please email to admn.wellington@mea.gov.in .

4. Preparation of bids

4.1 **Language:** Bids and all accompanying documents shall be in English only.

4.2 **Technical Bid:** Technical Bid should be prepared as per the instructions given in the Tender Documents along with all required information, documents in support of the minimum eligibility criteria. Documents comprising the Bid:

4.2.1. Technical Bid Submission Form (**Annexure-III**) duly signed and printed on Company's letterhead.

4.2.2. Bidder's description format summary (**Annexure-IV**) duly filled and signed and stamped.

4.2.3. All attested supporting document in proof of having fully adhered to Minimum Eligibility Criteria/Eligibility Documents as referred in Para 2 above. The Technical Bid along with all the required documents as mentioned in the Tender Documents shall be attached with bid documents.

Envelope-B (Technical Bid) (following documents to be attached)		
S. No.	Document	Yes/No
1.	Certified copies of Registration/incorporation particulars of Company /Firm from appropriate authorities	
2.	Certified copies GST registration	

3.	Proof of minimum experience of completion of works of similar nature in any Foreign Embassies/Government Ministries/Departments/Public Sector Companies/reputed corporate organization/ multinational companies.	
4.	Bid Security Declaration (Annexure -I)	
5.	Certified copy of profit and loss statements/Annual Financial Statement duly certified by Chartered Accountant for the last five years.	
6.	Certificate that no relatives is working in the High Commission of India, Wellington (Annexure-II)	
7.	Power of Attorney/Authorization for signing the bid documents.	
8.	Technical Bid Submission Form (Annexure - III)	
9.	Technical Bid (Section -3)	
10.	Bidder's description format summary (Annexure-IV)	

4.3 **Financial Bid:**

4.3.1. Chancery cum Residence of High Commission of India is newly built multi use complex and it has warranties for number of items/equipment installed and Defects Notification Period (DNP) provided by the Contractor ending in June 2023. Under the scope of DNP, our Contractor has been providing regular service and maintenance of different systems. The spare parts/consumables needed for repair/replacement in the equipment's/installations as mentioned in the scope of work will be provided by the High Commission of India, Wellington

4.3.2. The equipment's/tools and devices required for service and maintenance as mentioned in the scope of work will be provided by the bidder.

4.3.3. The 'Financial Bid' should contain separate details regarding rates which are to be quoted for other trades/tradesman which are not covered in the scope of works.

4.3.4. Financial Bid shall be sent in a separate sealed envelope along with the bid documents. Financial bids of only those bidders will be opened who qualify after evaluation of technical bids.

4.4. **Taxes and Duties:** The bidder must include in their bids all duties, royalties and sales/service taxes or any other taxes, fees, charges as applicable. The High Commission of India, Wellington will entertain no extra claim on this amount at any stage of execution of work. In case of any variations in the taxes, the same shall be charged after producing the Government notification.

5. **SUBMISSION OF BIDS**

5.1. The Bidders must submit the bids in **three Envelopes**

- **First Envelope (Envelope 'A') containing Bid Security Declaration**
- **Second Envelope (Envelope 'B') containing Technical Bid and should be superscribed "Technical Bid"**
- **Third Envelope (Envelope 'C') containing financial bid and should be superscribed "Financial Bid".**

All three sealed covers should be placed in a large, sealed envelope superscribed "**Maintenance of Buildings and Equipment's installed in the Chancery cum Residence of High Commission of India, Wellington at 72 Pipitea Street, Thorndon, Wellington, New Zealand -6011**" and addressed

to 'Head of Chancery, High Commission of India, Wellington, **72 Pipitea Street, Thorndon, Wellington, New Zealand -6011**'.

Envelope 'A'	Bid Security Declaration
Envelope 'B'	Technical Bid documents
Envelope 'C'	Financial Bid documents

5.2. The tender forms shall be neatly filled in ink or typed. No tender filled in pencil will be considered. The tender shall be signed, dated, and duly witnessed in all places provided for in the documents. All corrections/deletions/scoring out/over writing shall be initialled. Any correction made in the tender documents by the bidder shall be made in ink only and not by using correcting fluid and should duly be authenticated. Every page of the tender shall be initialled by the bidder and submitted back as a token of accepting the laid down terms and condition. The bidder shall sign all schedule forming part of the tender.

5.3. **Late Bids**: The bidders are advised, in their own interest, to ensure that the tender document reaches the High Commission of India, Wellington well before the closing date and time of the bid submission. Any bid received after the deadline shall be rejected and returned unopened.

5.4. **Modifications and withdrawals**: No documents may be modified after submission. In case of any changes the bidder may write the corrections and send the same and it is at the discretion of the tender inviting authority to accept the same or reject it, and no changes shall be accepted once the bids are opened.

5.5. The Competent Authority in the High Commission of India, Wellington, reserves right to extend the date / time for submission of bids, before opening of the Technical Bids.

5.6. The tendering authority (High Commission of India, Wellington) reserves the right to accept any tender not necessarily the lowest, reject any tender without assigning any reasons and accept tenders for all or anyone or more of the articles for which the service provider has submitted bid.

6. **BID OPENING PROCEDURE**

6.1. The Technical Bids shall be opened at High Commission of India, Wellington, 72 Pipitea Street, Thorndon, Wellington, New Zealand -6011 on **Wednesday, 5 March 2025** at 1100 hrs before the Committee constituted by the Competent Authority of the High Commission of India, Wellington in the presence of such bidders, who may wish to be present themselves personally or through their representatives.

6.2. The envelope "A" containing Bid Security Declaration shall be opened first in presence of bidders or their representatives. Bidders who have submitted valid Bid Security Declaration as mentioned shall be considered successful for opening of Technical Bids. Thereafter, envelope "B " containing Technical Bids of successful bidders shall be opened. After evaluation of Technical Bids on site, a list of qualified bidders will be prepared by the Employer. Opening of financial bid (Envelope 'C') will be decided after evaluation of Technical Bids.

6.3. The Financial Bids of only those bidders, who qualify at Technical Bid stage, shall be opened by the Committee authorized for the purpose.

6.4. A letter of authorization shall be submitted by the Bidder's representatives before opening of the Bids.

6.5. Absence of bidder or their representative shall not impair the legality of the opening procedures.

6.6. After opening of the Technical Bids, the technical bids shall be evaluated to ensure that the bidder meets the minimum eligibility criteria as specified in the Tender Document.

6.7. Bids shall be declared as valid or Invalid based on the preliminary scrutiny, i.e., on site verification of documents submitted by the bidders by the Tender Evaluation Committee. The financial

bids will be opened on result of such scrutiny. However, in case any thing found false or forged in contrary to the documents submitted by the bidder, its bid will be rejected, and suitable legal action may be taken.

6.8 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 remaining unaltered.

7. **CLARIFICATION ON TECHNICAL BID EVALUATION**

7.1 The Technical Bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the client shall not be considered. The client's request for clarification and the response shall be in writing.

7.2 If a bidder does not provide clarifications of its bid by the date and time set in the client's request for clarification, its bid may be rejected.

7.3 Client also reserves the right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per Clause 2 above.

8. **Contract Management**

8.1. **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 [maximum tenure 03 years from the date of start of work initially] as per the contract signed on same terms and conditions and same rates, subject to satisfactory services provided by the Bidder. In case of breach of contract or in the event of not fulfilling the minimum requirements / statutory requirements, the High Commission of India, Wellington shall have the right at any time to terminate the contract forthwith and initiating administrative actions for blacklisting etc. solely at the discretion of the competent authority in High Commission of India, Wellington. The High Commission of India, Wellington will have the right to review, for extension or cancel contract at any stage of execution with 30 days of notice.

8.2. **Change Orders:** The agreement/Contract 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, Wellington.

8.3. **Notification of award:** Prior to the expiration of the period of bid validity, High Commission of India, Wellington will issue letter of Intent to successful bidder (technically qualified bidder who has quoted lowest price) that it is proposed to accept his bid. Upon the receipt of acceptance letter from successful bidders and furnishing of Insurance & Indemnity Certificate, the letter of award of work will be issued and Contract will be signed by High Commission of India, Wellington.

8.4. **Execution Method:** The High Commission of India, Wellington shall approve the following for effective performance of tasks:

8.4.1. Standard operation procedure for all service categories,

8.4.2. Monthly/Quarterly/Yearly Maintenance Schedules,

8.4.3. Logbooks/Log Sheets

8.4.4. Down time scheduling of various services

8.4.5. Maintenance of a complaint register for the work carried out by each trade.

8.4.6. New Zealand dollar 1,500/- (New Zealand dollar One Thousand Five hundred) may be set aside by the bidder for purchase spare parts/materials in emergency. This amount is not to be included in the bid.

9. **INSURANCE**

Contractor shall arrange and maintain public liability insurance during the Contract Term (including any extensions to the Contract Term). This insurance must cover both the Contractor and the HCI for any liability for loss or damage to any property, or injury or illness or death to any person that arises from the provision of the Services.

9.1 **INDEMNITY**

The Contractor shall indemnify the HCI against any liability, loss, damage, claims, costs and expenses incurred in connection with the Services, any other breach by the Contractor of any term of the Contract or the negligent or wrongful act or default of the Contractor or any of its employees, subcontractors or agents in performing obligations under the Contract.

Mission comment: This clause survives termination or expiry of the Contract

10. **PAYMENTS**

10.1. The bidder shall be paid monthly for the services rendered in the preceding month. The billing cycle will be the 1st of every month to the last day of the month. The bidder shall submit correct invoice in terms of quality and commercial aspects within 15 days of the succeeding month and payment shall be released within 45 days of submission of acceptable invoices. The monthly payment will comprise of 1/12th of the lump sum quote plus expenditure incurred on material as per original invoice..

10.2. All payments shall be made in New Zealand dollar (NZD) by means of bank transfers.

10.3. The High Commission of India, Wellington shall be entitled to deduct in accordance with applicable Law, withholding tax or other deductions (as the case may be), from any payments made to the successful bidder/service provider, and the amount so deducted shall be deemed to be a payment made to the bidder.

10.4. The payment to the workers in accordance with minimum wages prescribed by the Government of New Zealand along with the statutory compliance Bonus is sole responsibility of the successful bidder/service provider. In case of revision in minimum wages by the Government of New Zealand, the same would be absorbed by the bidder. Claim for any other escalation shall not be entertained by the High Commission of India, Wellington.

10.5. No payment shall be made in advance nor will any loan from any bank or financial institution be recommended based on the order of award of work.

11. **Defective Services and termination:**

11.1. If any of the Services and/or the Additional Services are provided to a lesser standard than that required under this Contract (Defective Services), and the Contractor has not rectified the Defective Services to the standard required under this Contract within the time specified in a notice from the Board in respect of this, the HCI:

(a) may, without notice, arrange for the Defective Services to be rectified; and

(b) shall be entitled upon demand to recover from the Contractor the HCI's reasonable costs and expenses incurred in rectifying the Defective Services together with interest at the default interest rate of 2.5% on money expended by the HCI calculated on a daily basis from the date the money was expended down to the date of repayment.

11.2. It would be the responsibility of the bidder to attend complaints/rectification of faults as and when occurs within 24 hours or reasonable time of complaints/faults occurs.

11.3. In case of quality of service provided by the bidder found wanting/inadequate, the competent authority may terminate the agreement after giving 30 days' notice.

11.4. In case of material breach of any of terms and conditions mentioned in the tender document, the competent authority will have the right to terminate the contract and cancel the work order.

12. **Code of Conduct and Penalty for Non-Performance:**

12.1 The bidder to ensure Planned Preventive Maintenance (PPM) is followed strictly.

12.2 The bidder would need to provide a contact telephone number for the person responsible to attend the services requests in case of emergency after office hours.

12.3 If any of the assigned work is not found satisfactory, an appropriate amount will be deducted for every major deficiency from the bill for the respective month. The decision of the High Commission of India, Wellington will be final in this respect.

12.4 The bidder shall provide and maintain all site documents, SOPs, checklists, trackers as per the engineering best practice for safe and economical running of services. Draft SOPs, checklists, PPM schedules, if any shall be forwarded to High Commission of India, Wellington for approval before they are placed at site for application within one month of signing of Contract.

13. **Fall Clause**

The Bidder undertakes that it has not completed any project/presently running any similar project or subsystems at a price lower than that offered in the present bid, in respect of any other client in New Zealand and if it is found at any stage that similar project/systems or sub system was completed by the bidder to any other client at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the bidder to the client, if the contract has already been concluded.

14. **Code of Integrity:** All the bidders shall have to observe the highest standard of ethics and should not indulge in any of the prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts. No official of a procuring entity or a bidder shall act in contravention of the codes which includes making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process. The bidders shall also have to avoid the following prohibited practices such as (i) Corrupt practice, (ii) Fraudulent practice, (iii) Anti-competitive practice, (iv) Coercive practice, (v) Conflict of interest and (vi) Obstructive practice.

15. **Conflict of interest:** The bidders shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of procuring entity's interests. The bidder found to have a conflict of interest shall be disqualified based on any such activities like participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked or if they are part of more than one bid in the procurement or if the bidding firm or their personnel have relationships of financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract or improper use of information obtained by the bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain.

16. **Other Conditions**

16.1. The bidder shall be deemed to have visited the site(s) and made themselves familiar with the working condition whether they inspect the site(s) or not.

16.2. The High Commission of India, Wellington reserves the right to amend/withdraw any of the terms and conditions in the tender documents or to reject any or all tenders without giving any notice or assigning any reason. The decision of the High Commission of India, Wellington in this regard shall be final and binding on all.

16.3. If the bidder imposes any condition, in conflict with the conditions mentioned herein, his tender is liable to be summarily rejected. In any case, none of such conditions will be deemed to have been

accepted unless specifically mentioned in the letter of acceptance of tender issued by the High Commission of India, Wellington.

16.4. Bidder shall ensure that the scope of work is covered adequately.

16.5. The bidder shall pay the expenses of applicable duties for execution of agreement, if applicable.

16.6. The bidder would need to ensure that all the statutory requirements for operating buildings are in force and adhered to.

16.7. The bidder must have modern equipment's, latest technical expertise for management of buildings and related facilities, as has been defined in 'Scope of Work'.

16.8. The bidder should ensure that proper qualified/trained/licensed personnel carry out the jobs and that proper supervision is done for all jobs. All workmen of the service provider must have valid identification cards issued by the Service provider to be always displayed during duty hours.

16.9. The workers attending the High Commission should be pre-verified by the Police authorities. The High Commission may ask for verification certificate before deployment for work at Chancery cum Residence of High Commission of India, 72 Pipitea Street, Thorndon, Wellington, New Zealand -6011.

16.10. The bidder would be fully responsible for all acts of omission or negligence, dishonesty, or misconduct of its employees for work at High Commission's premises. The bidder would indemnify High Commission of India, Wellington against any compensation/claim and damages etc. due to accident or injury to its employees or death due to accident or otherwise, which may arise out of and during their duties. High Commission of India, Wellington would not be liable to pay any damages or compensation to such employees or to any third Party.

16.11. In case of any complaint, either as regards the nature of service or as regards the behaviours of employees on duty or otherwise, bidder would be intimated and would be required to take corrective measures promptly.

16.12. The employees of the bidder, deployed at premises of Chancery cum Residence of High Commission of India, 72 Pipitea Street, Thorndon, Wellington -6011. The bidder will have to ensure compliance of all mandatory labour laws/regulations laid down by the Government of New Zealand. This will include payment of minimum wages and other benefits like bonus, leave, cost of uniform etc to bidder's each employee will solely be the liability of the bidder, only.

16.13. The bidder would be responsible for all mandatory compliance for social, safety and environmental issues related to the performance of the bidder in the premises of Chancery cum Residence of High Commission of India, 72 Pipitea Street, Thorndon, Wellington -6011 as stated in the eligibility criteria.

16.14. **Arbitration Clause/ Dispute resolutions:** Disputes, if any, be resolved amicably with mutual dialogue. In case such dispute remains unresolved for a period of 30 days, either party may initiate arbitration proceedings against the other in accordance with the Arbitration & Conciliation Act, 1996, Seat of arbitration- New Delhi.

17. **Force Majeure**

17.1. Notwithstanding the provisions of contract, either Party shall not be liable for the violation of the contract/breach of the terms of the Contract, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

17.2. To this clause, 'Force Majeure' means an event beyond the control of the either of the Parties and not involving the either of the Parties' fault or negligence and not foreseeable. Such events may include but are not restricted to wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

17.3. If a Force Majeure situation arises, the affected Party shall promptly notify the authority in writing of such conditions and the cause thereof. Unless otherwise directed by the High Commission of India, Wellington in writing, the bidder shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means not provided by the Force Majeure event.

Section-2: Scope of Work

The spare parts/consumables needed for repair/replacement in the equipment's/installations as mentioned in the scope of work will be provided by the High Commission of India, Wellington.

The equipment's/tools and devices required for service and maintenance as mentioned in the scope of work will be provided by the bidder.

The scope of work includes the compliance as per the New Zealand Laws and maintenance.

PART- A- MENDATORY COMPLIANCE AND MAINTENANCE

The repair and maintenance of the following is required to be carried out as per the Performance Standards mentioned Compliance Schedule & O&Ms of the building. A copy of detailed compliance schedule, as-built drawings and O&Ms are available on request.

PART- A- MENDATORY COMPLIANCE AND MAINTENANCE

System/ Sub system	Performance Standards
SS 9 Mechanical ventilation or air conditioning systems	AS 1668.2- 2002 Ventilation & air-conditioning in buildings
Fresh air supply and exhaust systems HVAC systems	NZS 4303: 1990 Ventilation for acceptable air quality NZS
Carpark ventilation system	4302:1987 Code of Practice-control of hygiene in air & water systems in buildings
Exhaust/supply/circulation Main kitchen ventilation - exhaust and supply	
Toilet exhaust systems Service/utility room ventilation Fire design shutdown and fire/smoke dampers	
Interface: Fire alarm system.	

PART- B- Upkeep, Repair and Maintenance:

Besides the Mandatory Compliance the bidder would need to carry out regular servicing/ preventive maintenance of all the items mentioned the Part A above as per the O&M Manuals and/or applicable New Zealand Standards. The scope of repair and maintenance services are as below if not already included in the mandatory compliance (Part A above)

HVAC SYSTEMS	<p>Cleaning of filters, Regular Check & Service all the Air Conditioning Systems (Indoor & Outdoor) and indoor spiral grills in the building On Quarterly/Biannual/Yearly basis and as per compliance schedule.</p> <p>Check and test the operational ability of Extraction Systems in all the Kitchens, Cleaning of exhaust fans and WCs on Quarterly/Biannual/Yearly basis and as per compliance schedule.</p> <p>Repair/fixing of faults as and when occurred.</p>
BMS- Building Management System	<p>Software maintenance and upgrades of the BMS system.</p> <p>Report all issues and attend all the faults as indicated in the BMS system as and when they occur.</p> <p>Scheduling, Programming, Monitoring and reporting through BMS system to ensure optimum use of energy monthly/ Quarterly/ Biannual/ Yearly basis and as per compliance schedule.</p> <p>Continuously upgrade/enhance graphics and naming conventions as required.</p> <p>Install all BMS service packs, patches as and when released and keep a Full System backup.</p> <p>Emergency water systems testing.</p>

Section-3: Technical Bid

Technical Bid should be prepared as per the instructions given in the Tender Documents along with all required information, documents in support of the minimum eligibility criteria. Documents comprising the Bid:

- i. Technical Bid Submission Form duly signed and printed on Company's letterhead.
- ii. Contact Details Form duly filled and signed & stamped.
- iii. All attested supporting document in proof of having fully adhered to minimum eligibility criteria as referred in Para 2 of Section 1

The Technical Bid along with all the required documents as mentioned in the Tender Documents shall be attached with bid documents.

Envelope - B Technical Bid documents to be attached separately for items at Sl. No. 7 to 15		
Sl. No.	Document/Details	
1.	Name of the Firm/Company	
2.	Full Postal Address	
3.	Telephone Number	
4.	Mobile Number	
5.	E-mail ID	
6.	Date of establishment of Firm	
7.	Certified copies of Registration/incorporation particulars of Company/Firm from appropriate authorities	
8.	Certified copies GST registration	
9.	Proof of minimum experience of completion of works of similar nature in any Foreign Embassies/Government Ministries/ Departments/ Public Sector Companies/ reputed corporate organization/ multinational companies.	
10.	Bid Security Declaration (Annexure - I)	
11.	Certified copy of profit and loss statements/Annual Financial Statement duly certified by Chartered Accountant for the last five ears.	
12.	Certificate that no relatives is working in the High Commission of India, Wellington (Annexure-II)	
13.	Power of Attorney/Authorization for signing the bid documents.	
14.	Technical Bid submission form (Annexure - III)	
15.	Bidder's description format summary (Annexure-IV)	

Full Name & Signature of Authorized Signatory With rubber stamp of the Agency affixed.

Place:

Date:

Section-4: Financial bid

"Maintenance of Buildings and Equipment installed in the High Commission Residence and Residential Complex of High Commission of India, Wellington at 72 Pipitea Street, Thorndon, Wellington, New Zealand -6011"

To,

**Mr. Mukesh Ghiya
Second Secretary (Consular) & Head of Chancery
High Commission of India,
72 Pipitea Street, Thorndon Wellington 6011**

Ref: Invitation for Bid No. **Wel/872/1/2023/HVAC**

Sub: Financial Bid for "Maintenance of Buildings and Equipment installed in the High Commission Residence and Residential Complex of High Commission of India, Wellington, New Zealand -6011.

I/We are submitting tender for Maintenance of Buildings and Equipment installed in the High Commission Residence and Residential Complex of High Commission of India, Wellington against Tender Notice No. **Wel/872/1/2023/ HVAC**

As part of the Bid, we hereby offer (1) New Zealand Dollars (In Words NZ Dollar..... exclusive of GST per month for providing Maintenance services of Maintenance of Buildings and Equipment installed in the High Commission Residence and Residential Complex of High Commission of India, 72 Pipitea Street, Thorndon, Wellington, New Zealand -6011. The detailed calculation, as below, is exclusive of GST or applicable taxes but inclusive of any other fees, as per regulations.

Detailed calculation table

Particulars	Per month Rate NZ\$ ex GST	Annual price NZ\$ ex GST
Mandatory Compliance and Maintenance		
Upkeep, Repair and Maintenance		
Total of the above:		

We have read these conditions carefully and will comply strictly. We agree to bind by this offer if we are selected as the preferred bidder.

If our bid is accepted, we commit to submit a Performance Security Deposit in accordance with the Bidding Documents.

We also declare that the Government of India or any other Government body has not declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature,

If any information or document submitted is found to be false/incorrect, High Commission of India, Wellington may cancel my/our Tender and can take any action as deemed fit including termination of the contract, for feature of all dues including Earnest Money and blacklisting of my/our firm and all partners of the firm etc.

Note: All the above work will conform to Wellington City Council and New Zealand standards norms.

For and on behalf of :

Signature(Authorized Signatory)

Designation:

Annexure -I

[Letter head of the Bidder]

Bids Securing Declaration

I/we accept that if I/we withdraw or modify Bids during the period of validity or if I/we are awarded the contract and I/we fail to sign the contract, or to submit a Performance Security before the deadline defined in the request for bids document, I/we will be suspended for the period of time specified in the request for bids document from being eligible to submit Bids for contracts with the entity that invited the Bids.

Date: _____

Signatures: _____

Name: - (_____)

Email Id:

Mobile No(s).

Seal of Company

Annexure -II

[Letter head of the Bidder]

I/We, _____ Representative(s) of
M/s. _____ solemnly declare that: -

My partners or I do not have any relative working in any office of High Commission of India, Wellington.

I/We Company have not been banned/de-listed by any Government or Quasi Government agencies or PSUs.

[Signature(s) of the Tenderer]

Name: - (_____)

Email Id:

Mobile No(s).

Date:

Seal of Company

Annexure III

Technical Bid Submission Form

"Maintenance of Buildings and Equipment's installed in the High Commission India Chancery cum Residential Complex at 72 Pipitea Street, Thorndon Wellington, New Zealand -6011"

Dated.....

To,

**Mr. Mukesh Ghiya
Second Secretary (Consular) & Head of Chancery
High Commission of India,
72 Pipitea Street, Thorndon Wellington 6011**

Ref: Invitation for Bid No. **Wel/872/1/2023/HVAC**

We, the undersigned, declare that:

We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.

2. We offer to execute in conformity with the Bidding Documents for providing services for High Commission of India, Wellington.

3. Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and shall remain binding upon us and maybe accepted at any time before the expiry of the period.

4. We also declare that the Government of India or any other Government body has not declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.

5. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,

Authorized Signatory

(Authorized person shall attach a copy of Authorization for signing on behalf of Bidding company)

Full Name and Designation

(To be printed on Bidders letterhead)

Annexure IV

Bidder's description format summary

Name of the Bidding Firm	
Name of Partner(s) & Nationality	
Name of the Authorized Signatory Nationality Pass ort No.	
E-mail Ids	
Telephone No. Mobile No.	
Fax No.	
Year of Incorporation	
Registration No.	
GST registration No.	
Registered Office & Address	
Total turnover in the last five financial years	
Total Staff Strength	
Total Technical staff percentage	

Bidder information - More detailed information on the following aspect may be given in typed form.

1. Business background

1.1. How many years has your firm been in business? How many years under its present business name?

1.2. Attach a current organizational chart and include the total number of employees in your firm.

2. Claims and Suits (Explain any "Yes" answers)

2.1. Has your firm, its subsidiaries or its parent companies, ever filed for bankruptcy?

2.2. Has your firm ever failed to complete work awarded to it?

2.3. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your firm or its officers?

2.4. Has your firm filed any lawsuits or requested arbitration with regard to any contract(s) within the last five years?

3. Financial Information

3.1. How long has your company been providing the services outlined in this Tender? Please list contact names and phone number for three (3) companies with which you have entered into facilities/property management contracts and include a brief description of the scope covered under each.

3.2. Please list your top five (5) customers and indicate what % of your business they represent.

3.3. Who are your bankers?

Annexure V
INSURANCE & INDEMNITY

To,

High Commission of India

Wellington.

WHEREAS _____ (Name of the Service Provider) herein called "the Bidder" has undertaken, in pursuance of tender No. **Wel/872/1/2023/HVAC** to provide "Maintenance of Buildings and Equipment installed in the High Commission of India Chancery Cum Residence Complex at 72 Pipitea Street, Thorndon, Wellington, New Zealand" hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the service provider/contractor shall:

- a. arrange and maintain public liability insurance during the Contract Term (including any extensions to the Contract Term). This insurance must cover both the Contractor and the HCI for any liability for loss or damage to any property, or injury or illness or death to any person that arises from the provision of the Services
- b. indemnify the HCI against any liability, loss, damage, claims, costs and expenses incurred in connection with the Services, any other breach by the Contractor of any term of the Contract or the negligent or wrongful act or default of the Contractor or any of its employees, subcontractors or agents in performing obligations under the Contract.

AND WHEREAS we have agreed to give the Service provider insurance coverage.

THEREFORE We hereby affirm that we are the insurance company of the Service Provider. The Service provider holds public liability insurance, up to a total of NZ \$ _____ (Amount of the insurance in Words and Figures).

The insurance covers both the Service provider and the HCI for any liability for loss or damage to any property, or injury or illness or death to any person that arises from the provision of the Services and indemnify the HCI against any liability, loss, damage, claims, costs and expenses incurred in connection with the Services, any other breach by the Contractor of any term of the Contract or the negligent or wrongful act or default of the Service provider or any of its employees, subcontractors or agents in performing obligations under the Contract.

This insurance of the Service provider is valid until the _____ day of _____, 20 _____

(Signature and Seal of Insurance Company)

Date:

Address:

DRAFT AGREEMENT

This agreement made at Wellington on the between the President of India represented through **High Commissioner of India in Wellington** (hereinafter called '**Client**') of the one part and(**Name of the successful bidder**, New Zealand (hereinafter called 'Service provider and/or Bidder') of the other part.

Whereas the Employer desires that the work known as "Maintenance of Buildings and Equipment's installed in the High Commission of India Chancery Cum Residence Complex at 72 Pipitea Street, Thorndon, Wellington, New Zealand -6011" should be executed by the Service Provider and has accepted a tender by the Service Provider for the execution and completion of this work and by remedying of any defects therein.

The Client & the Service Provider agree as follows:

1. In this agreement works and expressions shall have the same meanings as are respectively assigned to them in the Condition of Contract herein referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement and both the Parties unequivocally agree to abide by the terms and conditions of the following documents.

- (a) The Letter of Acceptance issued vide No.
- (b) Bidder's Letter of Confirmation of Tender Price dated.....
- (c) The Letter of Commencement issued vide No... ..
- (d) The Letter of Tender/Tender document submitted by (Successful Bidder)
- (e) Tender Document comprises Notice Inviting Tender, Scope of work and all its enclosures.
- (f) Copy of Insurance & Indemnity Certificate No.
- (g) Financial Bid for the Tender dated (excluding covering letter).
- (h) Supplier's documents asked for in Letter of Acceptance No.....
- (i) Specific Power of Attorney in favour of _____ authorized for signing of Agreement on behalf of the Service Provider.

3. In consideration of the payments made by the Client to the Service Provider as hereinafter mentioned the Service Provider hereby covenants with the Client to execute and complete the work and remedy any defects therein in conformity in all respects as per the provisions of this Contract and the documents mentioned in para 2 above.

4. The Client hereby covenants to pay the Service Provider in consideration of the execution and completion of the work and remedying of defects therein the Contract Price or such other sum as may become payable under provisions of the Contract at the times and in the manner prescribed in this Contract and the documents mentioned in para 2 above.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written.

<p>Signed by: - Head of Chancery, High Commission of India, Wellington</p>	<p>Signed by: - (Authorized persons of successful bidder)</p>
<p>For and on behalf of the Client in the presence of</p>	<p>For and on behalf of the Service provider in the presence of</p>
<p>Witness-1</p>	<p>Witness-1</p>
<p>Witness-2</p>	<p>Witness-2</p>