No.DAR/ADM/872/01/2025 High Commission of India Dar-es-Salaam

NOTICE INVITING TENDER (NIT)

Date: 02.05.2025

<u>Subject</u>: Invitation for competitive tender for Maintenance of Building and Equipments installed in the High Commission of India, Dar-es-Salaam.

On behalf of the President of Republic of India, High Commission of India, Dares-Salaam invites <u>sealed</u> quotations from reputed, experienced and financially sound maintenance Companies registered under relevant Tanzanian Companies Law which can provide maintenance services for High Commission of India, Dar-es-Salaam Building initially for a period of <u>one year and further extendable to one year at a time for maximum two years at the same rate and terms & conditions</u> as has been defined in 'Scope of work' attached at Annexure-I in this tender document. The company should have a minimum of 07 years experience in the field as on 30.04.2025. Bids/quotations may be submitted to 'Head of Chancery, High Commission of India, 213/51, Shaaban Robert Street, P.O. Box 2684, Dar-es-Salaam, Tanzania' by Post or hand delivered latest by 1400 hrs of 26.05.2025. The schedule for bidding is as follows:

Bid submission (start date) : 05.05.2025 (0900 hrs)

Site Visit : As per para (09) of Terms & conditions of NIT

Bid submission (end date) : 26.05.2025 (1400 hrs)
Bid Opening date (Technical) : 26.05.2025 (1530 hrs)
Bid Opening date (Financial) : to be decided later

SCOPE OF WORK

Attached at Annexure-I

Eligibility Criteria

- 1. The bidder must be <u>registered</u> under the Tanzanian Companies Act and should have all applicable/appropriate licenses in their own name. (A copy of valid trade license to be enclosed with the technical bid).
- 2. The bidders should have a minimum of seven (07) years experience in the field as on 30.04.2025. The estimate cost put to Tender is USD 90,000/- per annum. The bidder must have done similar works of (i) one similar work of approx. USD 72,000/- value or (ii) two similar works of approx. USD 45,000/- or (iii) three similar works of approx. USD 36,000/-. The details of the work may also be elaborated to specify whether the works have been done in Government departments or civil departments. The company should have a good financial standing and should produce Profit and loss Statements duly certified by Chartered Accountant for a period of last three 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.
- 3. The bidder should submit precise profile of their activities and operations in

different areas and fields, Details of members and nationality of Management and ownership/ Partnerships and other companies in the corporate groups. Bidder may give information of details of work/ services done for various important clients recently. The bidder will also have to provide the certificate as per format at Annexure-II certifying that no relatives is working in High Commission of India, Dar es Salaam.

Terms & Conditions

- The bidder will have to ensure compliance of all mandatory Labour Laws/regulations laid down by the Government of the Tanzania and any other relevant Acts and regulations enforceable from time to time without any liability on the High Commission of India, Dar-es-Salaam or without any responsibility for statutory compliance by the Mission.
- The workers provided should be regular employees of the company with valid work permits and visas and should be nationals of India or any friendly country. A copy of the Labour card of each worker shall be submitted to the Mission before deployment for work.
- 3. <u>Code of Integrity:</u> all bidders should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the tender process or during execution of resultant contract:
 - 3.1. "Corrupt practice": making offers, solicitation or acceptance of bribe, rewards, gifts or any material benefit, in exchange for an unfair advantage in the tender process or to otherwise influence the tender process or contract execution:
 - 3.2. "Fraudulent practice": any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or in obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure the contract or execution of the contract;
 - 3.3. "Anti-competitive practice" any collusion, bid rigging or anticompetitive arrangement or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the High Commission of India Dar es Salaam, that may impair the transparency, fairness and the progress of the tender process or to establish bid prices at prices at artificial, non-competitive levels;
 - 3.4. "Coercive practice": harming or threatening to harm, persons or their property to influence their participation in the tender process or affect the execution of the contract:
 - 3.5. "Conflict of interest" participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this tender is linked; or they are part of more than one bid in the tender; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of the High Commission of India Dar es Salaam who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Dar es Salaam with an intent to gain unfair advantage in the procurement process or for personal gain. An undertaking in this respect is required to be submitted by the bidders along with the technical bid documents on

the company's letterhead.

- 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. <u>Bid Security Declaration</u>: The bidder may submit Bid Securing Declaration along with their bid as per the format at Annexure-III. Any bid which is not accompanied with the Bid Securing Declaration, shall be rejected. The bidder should furnish Bid Securing Declaration. If the selected Bidder fails to adhere to the requirement of bid security declaration, the bidder will be suspended for the period of two years from being eligible to submit Bids for contracts with the High Commission of India.
- 6. The successful bidder (L-1) should be ready to provide **Performance Guarantee** of 5% of accepted contract value before signing of the agreement once the letter of award of work is issued. The format for the same can be found at Annexure-IV.
- 6. <u>Duration of Contract</u>: The contract will be *initially for a period of <u>one year and further extendable to one year at a time for maximum two years at the same rate and terms & conditions* upon satisfactory performance by service provider.</u>
- 7. Right to accept any bid and to reject any or all bids: The High Commission of India, Dar-es-Salaam, at its own discretion, accept or reject any bid/quotation without assigning any reasons thereof. The decision of the High Commission of India shall be final and binding on all.
- 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, Dar-es-Salaam.
- 9. <u>Site Visits</u>: The bidders shall visit the work place, understand the scope thoroughly (even if it is not mentioned in this tender) and then bid the work for. The bidder shall contact Attache (Administration)/ASO (GA), HCI, Dar-es-Salaam for visiting the site (adm.hcitz@gmail.com).
- 10. **Notification of award:** Prior to the expiration of the period of bid validity, High Commission of India will issue letter of Intent to successful bidder that it is proposed to accept his bid. Upon the receipt of acceptance letter from successful bidders and furnishing of Performance Guarantee, the letter of award of work will be issued and *Contract* will be signed by High Commission of India.
- 11. **Force Majeure:** Notwithstanding the provisions of contract, the service provider shall not be liable for forfeiture of its Performance Guarantee, or termination for default, 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.
- 11.1. 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 of India either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 11.2. If a Force Majeure situation arises, the service provider shall promptly notify the authority in writing of such conditions and the cause thereof. Unless otherwise directed by the High Commission of India in writing, the service provider 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.
- 12. The High Commission of India may terminate this contract, by giving a written notice of 30 days to the service provider for unsatisfactory performance.
- 13. The service provider shall pay the expenses of applicable duties for execution of agreement.
- 14. If the service provider 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.
- 15. The tendering authority (High Commission of India) reserves the right to accept any tender not necessarily the lowest, reject any tender without assigning any reasons and accept tender for all or anyone or more of the articles for which the service provider has submitted bid.
- 16. Any bid received by the tendering authority after the deadline for submission of bids will be rejected and not be considered and may be returned unopened to the service provider.
- 17. The service provider shall be deemed to have visited the site(s) and made themselves familiar with the working condition whether they actually inspect the site(s) or not.
- 18. The service provider shall employ as its representatives, staff and employees after verifying their antecedents and loyalty before employing them for the works. It shall ensure that no person of doubtful antecedents and nationality is, in any way, associated with works.
- 19. The tender shall remain valid for acceptance for a period of 180 days from the last date of submission.
- 20. The rates quoted by the service provider shall be deemed to include all taxes and duties etc. as applicable. Liability, if any, towards staff and employees from principal employer's end shall be deemed to be included in the offer.
- 21. The service provider would need to ensure that all the statutory requirements for operating buildings are in force and adhered to.

- 22. <u>Validation of Contract</u>: The contract shall be valid for **one year** after the signing of contract subject to satisfactory performance of the service provider. The High Commission of India will have the right to review, for extension or cancel contract at any stage of execution with 30 days of notice.
- 23. <u>Performance/Service Guarantee</u>: The successful bidder (L-1) is required to submit 5% of annual contract amount as Performance Guarantee once the letter of award of work is issued within 10 days before signing the final contract. The Guarantee shall remain valid during the tenure of contract period and additional 60 days. The guarantee amount in full or part may be forfeited in the following cases:
 - 23.1. When the terms and conditions of the contract are breached.
 - 23.2. When the service provider fails to comply with minimum service levels agreed upon.
 - 23.3. Failure of the service provider to comply with statutory requirements shall constitute sufficient grounds for annulment of the award and forfeiture of service guarantee.
 - 23.4. Notice with reasonable time will be given to Service Provider in case of forfeiture of Performance Guarantee.
 - 23.5.The Guarantee shall be valid for contract period and additional 60 days and shall be refunded after successful completion of contract period provided there is no breach of contract. No interest shall be paid on the Performance/ Service Guarantee.

24. Liquidated damages and termination:

- 24.1.It would be the first and foremost responsibility of the Agency to ensure that the services are being provided satisfactorily and agreement is executed as per agreed terms and conditions. In the event of delayed or unsatisfactory services, this Mission may recover a sum from the agency equivalent to minimum of 0.5% of the price for any portion of services delayed / negligence in service. The maximum amount to be recovered would be 10% of the contract value for each case.
- 24.2.In case of quality of service provided by the agency found wanting / inadequate, the competent authority may terminate the agreement after giving 30 days' notice. In that case the competent authority may forfeit the Performance Guarantee deposit.
- 24.3.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, cancel the work order without assigning any reason and nothing will be payable by this Mission in that event and the Performance security deposit may also be forfeited.

25. Code of Conduct and Penalty for Non Performance:

- 25.1. The service provider or an experienced supervisor engaged by the service provider shall personally visit installations under operation daily in every shift and ensure Planned Preventive Maintenance (PPM) is followed strictly.
- 25.2. The service provider shall also ensure proper manning of each installations by

authorized and qualified technician and by organizing the operators engaged by the service provider in such a manner that all services are manned, operated on 24X7 basis or as ordered by Management. (minimum Three electricians in different 8 hrs. shift during the day/night). Plumber/Carpenter or any other specialist (AC/Generator etc.) may be made available on-call basis to handle any work in their skill area. In case of requirement for replacement of any person, the company should be responsible to do so under their own arrangement. One person will always be there to perform duties at a time.

- 25.3. The number of workers as agreed upon for work at the 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. If any of the assigned work is not found satisfactory, an appropriate amount of 0.5% of cost involved will be deducted for every major deficiency from the bill for the respective month subject to 10% of the contract value. The decision of the High Commission of India will be final in this respect.
- 25.4. Smoking, chewing of pan, intoxication, sleeping, washing clothes or taking bath in the office premises on duty is forbidden in the building.
- 25.5.The service provider 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 for approval before they are placed at site for application within one month of signing of Contract.
- 25.6.All workers and staff employed by the Service provider shall be regular employees of the company and will not have any claim of any nature on the High Commission of India. Any dispute arising between employee and company will be the responsibility of the Service provider only.

26. Other conditions:

- 26.1. The service provider shall ensure that all compliance governing the employment of labour under this contract are met.
- 26.2. The service provider is also responsible for transfer and discharge of employees. All personnel employed by the service provider shall at all times and for all purposes be solely in the employment of the service provider.
- 26.3. The service provider shall assign personnel of appropriate qualification and experience to perform and fulfill its obligation under this tender. The service provider shall take commercially reasonable steps to ensure the staff members performing services under this tender are qualified and suitable to perform such services. The service provider will be required to place minimum three electricians in different 8 hrs. shift during the day/night. Besides that Plumber/Carpenter or any other specialist (AC/Generator etc.) will be made available on-call basis to handle any work in their skill area. The service provider is obliged to replace, without unreasonable delay and at no cost to the High Commission of India, any personnel whom the High Commission of India considers lacking the necessary competence or with whom the High Commission of India finds it difficult to collaborate.

- 26.4. The service provider will have to ensure compliance with all Labour laws/regulations before a contract can be signed. This will include obtaining appropriate trade license, labour card of the employees, appropriate insurance. The service provider will furnish details that all statutory dues have been paid in respect of the officials deployed in the High Commission of India. The service provider will ensure that the total number of staff deployed at any site is as agreed with the High Commission of India beforehand and this number is not changed without mutual contract in writing.
- 26.5. The service provider shall ensure that all employees assigned by them to perform development of the services are employees of the service provider and that under no circumstances shall the relationship of employer and employee be deemed to arise between the High Commission of India and the service provider's personnel.
- 26.6. The service provider must know and follow their duties related to safety for all personnel. All the staff deployed by the service provider should be provided with a Uniform and shall work within the High Commission of India premises in their prescribed uniform. The Service provider should always ensure to inform the High Commission of India with written communication regarding replace of the existing staff with new staff.
- 26.7.The service provider must provide consumables, modern tools and equipment based on applicable regulations/codes/guidelines. The service provider will be required to set aside USD 1000/- or equivalent amount in local currency for purchase of spare parts/materials in emergency. This amount will not form part of the Financial bid.
- 26.8. The service provider 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 displayed at all times during duty hours.
- 27. <u>Taxes and Duties</u>: 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 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.
- 28. <u>Execution Method:</u> the High Commission of India *shall approve* the following for effective performance of tasks:
- 28.1. Standard operation procedure for all service categories,
- 28.2. Monthly/Quarterly/Yearly Maintenance Schedules,
- 28.3.Log books/Log Sheets
- 28.4. Down time scheduling of various services
- 28.5. Maintenance of a complaint register for the work carried out by the each employee with timings, routine jobs carried out on day to day basis
- 28.6.Check whether all the lights in the building are working or not in the building. Whether there is continuous supply of hot water in taps and water flow on day to day basis.
- 28.7.USD 1000/- or equivalent amount in local currency may be set aside by the contractor for purchase of spare parts/materials in emergency. This amount will not

form part of the Financial bid.

29. <u>Terms of Payment</u>: The payments shall be made quarterly on pro-rata basis for the services as per Agreement. Billing cycle will be 1st day following the completion of quarter.

General Instructions for Compliance

- 31. The tenders should be submitted in three-sealed-covers First cover/sealed containing Bid Securing Declaration, the second sealed cover should be superscribed "Technical Bid" and third sealed cover superscribed "Financial Bid". All three sealed covers should be placed in a large sealed envelope superscribed "Tender for Maintenance of HCI, Dar-es-Salaam Building and Equipments" and addressed to 'Head of Chancery, High Commission of India, Shabaan Robert Street, Plot No. 213/51, P.O. Box No.2684, Dar-es-Salaam, Tanzania.
- 32. The 'Technical Bid' should contain (a) The requisite information duly filled in as per Proforma at Annexure-V; (b) Agency profile including previous experience of manpower supply to Government Departments, total number of employees permanently working with the company; (c) All other required documents. The bidder should also clearly mention in the tender that the terms and conditions of the tender are acceptable to them. The Technical bids will be opened on 26.05.2025 at 1530 hrs in the Conference room (Room No. 26), Mezzanine Floor, High Commission of India, Shaaban Robert Street, Dar es Salaam.
- 33. The 'Financial Bid' should contain rates which are to be quoted on Annual basis as proforma at Annexure-VI. Financial bids of only those bidders will be opened who qualify after evaluation of technical bids.
- 34. 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 initialed. 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 initialed 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.
- 35. <u>Late Bids</u>: The bidders are advised, in their own interest, to ensure that the tender document reaches the High Commission of India well before the closing date and time of the bid submission. Any bid received after the deadline shall be rejected and returned unopened.
- 36. <u>Modifications and withdrawals</u>: 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.

[Letter head of the Company]

| M/s | I/We, s | | | Rep declare th | oresentative(s at:- | s) of |
|-----|------------|---|------------------|-------------------|------------------------|-----------|
| • | • | my partners do not l n of India, Dar-es-Sala | • | working | in any office | e of High |
| • | | pany have not been nt agencies or PSUs. | banned/de-listed | by any | Government | or Quasi |
| | | [Signature(s) of tl | ne Tenderer] | | | |
| | | Name:- (Email Id: Mobile No(s). | |) | | |
| | | Date: Seal of Company | | | | |

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 two years 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 | |

Performance / Service Guarantee Format

| AND WHEREAS we have agreed to give the Service Provider a Guarantee. THERFORE We hereby affirm that we are Guarantors and responsible to you, on behalf of |
|--|
| the Service Provider, up to a total of (Amount of the Guarantee in Words and Figures 5% of annual invoice) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavi or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum appointed therein |
| demand or the sum specified therein. |
| |
| This guarantee is valid until the day of, 20 |
| |

Part-I: Technical Bid

Bidder's description format summary

| Name of the Bidding Firm | |
|--|--|
| Name of Partner(s) & Nationality | |
| Name of the Authorized Signatory | |
| Nationality | |
| Passport No. | |
| E Mail IDs | |
| Telephone No. | |
| Mobile No. | |
| Fax No. | |
| Year of Incorporation | |
| Registration No. | |
| Service tax no./TIN No. | |
| Registered Office & Address | |
| Branch offices in Tanzania (with address and Contact details) if any | |
| Total turnover in the <i>last five</i> financial years | |
| Total Staff Strength with Nationality of Employee | |
| Total Technical staff percentage | |
| Nationality of Staff deputed for work (in case of getting bid) (National of India or friendly country) | |

 $\underline{\mbox{Bidder information}}$ — 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 in Tanzania, by various locations.

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. Please provide copies of your firm's audited financial statements(income statement, balance sheet, cash flow statements) for the last 3 years
- 3.2. 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.
- 3.3. Please list your top five (5) customers and indicate what % of your business they represent.
- 3.4. Who are your bankers?

REQUEST FOR PROPOSAL(TENDER) ANNUAL MAINTENANCE SERVICES FOR

CHANCERY CUM RESIDENTIAL BUILDING AND ITS EQUIPMENTS OF HIGH COMMISSION OF INDIA, DAR ES SALAAM 2025

PART 2 - Financial Bid

To:

Head of Chancery
High Commission of India
Shabaan Robert Street
Plot No. 213/51
P.O. Box No. 2684
Dar es Salaam, Tanzania

PHONE NO: 00255 2113098, 2113097

Dear Sir,

For and on Behalf of:

Sub: Financial Bid for Maintenance Services of HCI, Dar-es-Salaam building 2025

I/We are submitting tender for the Maintenance of HCI, Dar-es-Salaam building work against Tender Notice No.DAR/ADM/872/01/2025 dated 02.05.2025.

As part of the Bid, we hereby offer USD......(In Words......) for providing Maintenance services of the High Commission of India, Dar-es-Salaam building. The above is inclusive of all the applicable taxes; fees, as per regulations.

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 of 5% of the contract value 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 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 Dar-es-Salaam Municipality Norms.

| | The C.R. number of the company registered with Dar-es-Salaam Chamber of |
|----------|---|
| Commerce | e is |
| | |
| | |

Signature (Authorized Signatory)

Designation:

DATES TO REMEMBER

| SI. No. | Events | Date |
|---------|---|--|
| 1. | Notice Inviting Tender | 02.05.2025 |
| 2. | Site Visit | As per para (09) of Terms & conditions |
| 3. | Last Date of Tender Submission | 26.05.2025 upto 1400 hrs |
| 4. | Opening of Technical Bids | 26.05.2025 at 1530 hrs |
| 5. | Opening of Financial Bids (of only those bidders who qualify in the minimum eligibility criteria) | To be decided later |