

**Permanent Mission of India  
Geneva, Switzerland**

**Name of Work: Annual Maintenance Contract for various maintenance related services at Chancery of Permanent Mission of India, 21 Avenue Appia, Chambesy 1292 Geneva, Switzerland**

**Tender No. – GEN/PMI/881/02/2022-A**

**Tender Document**

**07 January 2023**

## **Tender Documents**

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**Document – 1**  
**Invitation to Bidders**  
**Instruction to Bidders**

‘A’

## Invitation to Tender

### **Annual Maintenance Contract for various maintenance related services at Chancery of Permanent Mission of India, 21 Avenue Appia, Chambesy 1292 Geneva, Switzerland**

1. The Permanent Mission of India, Geneva invites quotations for Annual Maintenance Contract for various maintenance related services at Chancery of Permanent Mission of India, 21 Avenue Appia, Chambesy 1292 Geneva, Switzerland, for the supply of the following works:

Name of work	Date of Start
Annual Maintenance Contract for various maintenance related services at Chancery of Permanent Mission of India, 21 Avenue Appia, Chambesy 1292 Geneva, Switzerland, from the respected suppliers as per Annexure-1.	<b>10 March 2023 (Tentative)</b>

2. **Suppliers/Bidders who fulfil following requirements shall be eligible to apply.** These criteria(on) are indicative. Exact details are available in enclosed tender documents.

The suppliers/bidders should have satisfactorily completed three similar works each costing not less than CHF 2,000,000 or completed two similar works each costing not less than CHF 3,00,000 or one similar work costing not less than CHF 3,500,000 during the last five years ending last day of the month previous to the one in which tenders were invited. The above cost is excluding TVA. The works that will be mentioned must be in the Switzerland and/or overseas.

3. Bid documents supported with prescribed annexures should be submitted in sealed envelopes (as explained in Para B.10), duly super scribed with the name of work and the date of opening at Admin Section, Permanent Mission of India, 9 Rue Du Valais, 1202, Geneva. The bids will be received till 27 January 2023 up to 1730 hours and will be opened on the 30 January at 1100 hours for technical evaluation at Permanent Mission of India.

4. The Tender Notice is also published on Central Public Procurement Portal (CPPP) of Government of India <https://eprocure.gov.in/epublish/app>, the website of Permanent Mission of India, Geneva, <https://pmindiaun.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:

5.

<b>Sr. No.</b>	<b>Key Event</b>	<b>Date</b>
1.	Date of Publishing	07.01.2023 (0900 hrs)
2.	Bid submission start date	07.01.2023 (0900 hrs)
3	Seek Clarification start date	07.01.2023 (0900 hrs)
4.	Seek Clarification end date	19.01.2023 (1730 hrs)
5.	Bid submission end date	27.01.2023 (1730 hrs)
6.	Technical Bids Opening Date	30.01.2023 (1100 hrs)
7.	Financial Bids Opening Date	01.02.2023 (1100 hrs)

6. If any information furnished by the applicant is found incorrect at a later stage, he/she shall be liable to be debarred from the tendering process. Permanent Mission of India, Geneva reserves its right to verify the particulars furnished by the applicant independently.

7. Permanent Mission of India, Geneva reserves the right to reject any prospective applicant without assigning any reason and to restrict the list of pre-qualified contractors to any number deemed suitable by it.

8. The English language is to be used for all the needs of this tender. Therefore, all supporting documents must be in English. No other language will be accepted.

-Sd-  
**Head of Chancery**  
**Permanent Mission of India**  
**Geneva**

**'B'**

**Instructions to Bidders**

**Annual Maintenance Contract for various maintenance related services at Chancery of Permanent Mission of India, 21 Avenue Appia, Chambesy 1292 Geneva, Switzerland**

1. All definitions set forth in the Conditions of Contract or in Other Tender Documents are applicable to the Tender offer.

2. The Tender Documents comprise:

**A. Technical Bid Documents:**

Document – I : Invitation to Bidders, Instruction to Bidders

Document – II : Eligibility documents, Integrity Pact

Company brochures or any other information can be supplied by the bidders and attached within their bids.

**B. Financial Bid Documents:**

Document - III : Form of Tender (Lump sum tender price to be quoted on this form by Bidder)

3. The Permanent Mission of India, Geneva (hereinafter referred to as **PMI**) will not be responsible to compensate for any expense or losses which may be incurred by the Bidder in the preparation and submittal of his/her Tender.

4. The Bidder shall examine the Tender Documents and all Addenda (if any) before submitting his/her Bid and shall become fully, informed as to the extent, quality, type and character of operations involved in the works and shall visit and acquaint himself/herself with the building, with the PMI or its Architect/Consultant. No consideration or compensation will be given for any alleged misunderstanding of the articles of these documents.

5. Bidders are required to quote Lumpsum prices on "**Form of Tender**".

6. All Tender documents must be returned properly completed in all respects in accordance with the conditions and Provisions of the Tender Documents. No alteration shall be made by Bidders to the Tender Document unless otherwise permitted.

7. The Lump sum Tender Price/amount and rates for variations must be quoted both in figures and words and the currency must be in **Switzerland Francs (CHF)** only. In case of any discrepancy between figures or words, the amount or

rates quoted in words shall be taken to be correct for this tender.

8. The Tender Price/amount shall be submitted according to the “**Form of Tender**”, with suitable entries, including appropriate signatures, made in all blank spaces. The form shall not be altered. The Bidders shall strictly comply with all the conditions stated in the Tender Documents. The **Form of Tender** must be signed by a person or persons authorised to sign the Tender and shall be dated and stamped with the Bidder’s stamp. Evidence or signature authority, such as a Power of Attorney, shall be provided with the Tender. **Decision on tender will be taken based on the final price quoted on the Form of Tender.** Any mismatch in the final quoted price on **Form of Tender** and Total amount worked out in the final price quoted on **Form of Tender** shall be considered for comparison of tenders and decision on tender. The rates shall be adjusted in the ratio to match with quoted final price on the **Form of Tender**.

9. The Performance Security/Performance Guarantee made out to the value of **five Percent (5%)** of the Accepted Contract Amount in the form of Bank Guarantee shall be submitted as described in the conditions of contract. The Performance Security/ Bank Guarantee shall remain valid for a period of AMC as a Guarantee to secure the proper carrying out, the handling of the works/services and recovery of compensation of such other sums that may become due to the PMI from the bidder/supplier under the terms of the contract and shall not have been paid by him on demand.

10. The Tender shall be submitted in sealed envelopes as described below: -

- Envelope “A” Technical Tender Documents
- Envelope “B” Financial Tender Document
- And addenda or other enclosures as required in the tender.

The envelopes containing “A”, “B” of offers shall be duly superscribed with the above titles and description of work. Envelopes A, B and must be placed in another sealed envelope with the name of work written on top, i.e., “**Annual Maintenance Contract for various maintenance related services at Chancery of Permanent Mission of India, 21 Avenue Appia, Chambesy 1292 Geneva, Switzerland.**”

Technical Bids (Envelope A) of successful Bidders shall be opened in presence of Bidders or their authorised representatives. After evaluation of Technical Bids, a list of qualified Bidders will be prepared by the PMI.

Qualified Bidders will be informed and Financial tender (Envelope B) of qualified Bidders shall then be opened at a notified time, date and place in presence of Bidders or their representatives.

11. In case the tender is not decided during the validity period of tender i.e., within **120 days** from the date of opening of the tender, the PMI may request the

Bidders to extend the validity of tender for a further specified period beyond 120 days. Bidder(s) shall be at liberty to extend the validity of tender for the specified period or withdraw their tender. Once the validity is extended in writing by the Bidder(s), they will not be permitted to withdraw from tender.

**12.** The acceptance of the Tender shall be conditional and not finally binding upon the PMI until the Bank Guarantee and the Performance Bond have been duly provided and the actual contract signed between the PMI and the successful tenderer. Should the Bidder fail to sign the contract within the stipulated time or to provide the Bank Guarantee and the Performance Bond, within 15 days or for any other reason withdraw his/her participation in the Tender, the PMI may withdraw his/her acceptance of the Tender without any notice or other formality and may enter into a new Agreement for the execution of the works or anypart of it. No payment shall be released to the Bidder/Supplier unless the agreement is signed.

**13.** Any further information or clarification which the Bidder may require in order to complete his/her bid may be obtained from:

**Permanent Mission of India,**  
9 Rue Du Valais, Geneva,  
**Switzerland.**  
**Email: [hoc.genevapmi@mea.gov.in](mailto:hoc.genevapmi@mea.gov.in)**  
**Telephone: 022-9068691**

All information requested by and supplied to one Bidder will be supplied to all Bidders.

**14.** At any time prior to the date of submission of the proposals the PMI may issue an addendum.

**15.** The tender may be disqualified for any reason including, but not limited to the following:

- a) If the Bidder sets forth any conditions which are unacceptable to the PMI.
- b) If any bid is submitted under a name other than the name of the individual firm partnership or corporation that has issued the bid Document.
- c) If there is evidence of collusion between Bidders.
- d) If the Bidder sets forth any offer to conditionally discount, reduce or modify his/her bid.
- e) If the bid price is disclosed before the opening of financial bid.
- f) The preference will be given to the Switzerland made and Indian made products in compliance with safety norms of Geneva, Switzerland. Bidder sourcing the entire product range made outside Switzerland/India may be disqualified.



**16. The attention of Bidders is drawn in compliance with laws and regulations concerning safety and health, labour regulations, social insurance, labour taxes, tax deduction, import restrictions duties and levies, company's tax, input tax and output tax etc. All rates and sum inserted against items of works shall be exclusive of Value Added Tax (TVA).**

**17. The Bidder must read carefully all the Tender Documents, Specifications, and scope of work etc. The quoted tender price should be inclusive and complete in all respects as per the standards of the Permanent Mission of India, Geneva. Tender Price/Amount as quoted in the "Form of Tender" shall be the basis for deciding the bid quote and the Bidder.**

**18. Price escalation in rates due to any reason such as increase in prices of material, equipment & labour, fuel (petrol, diesel, gas etc.), electricity & water, levy of new taxes, hike in any tax rate, Cess or due to delay in completion etc. shall not be applicable.**

**19. Method of Payment:**

19.1 The AMC charges will be paid **on Monthly Basis** after completion of the month.

For example: Payment of January will be made in February.

19.2 The Bidder's request(s) for payment shall be made to the PMI in writing, accompanied by an invoice describing, as appropriate, the Services performed, and upon fulfilment of other obligations stipulated in the contract.

**20. Penalty Clause:** In case the supplier/bidder fails to complete the work within the stipulated time. The penalty of 0.1% of the Accepted Contract Amount per week of delay will be calculated on per day basis with the maximum of ten percent (10%) of the Accepted Contract Amount.

**21. Scope of Work:** Enclosed at Annexure-1.

**22. Force Majeure:** If the performance of this Agreement or any obligations hereunder is prevented, restricted or interfered with by reason of earthquake, fire, flood or other casualty or due to strikes, riot, storms, explosions, acts of God, war, terrorism, or a similar occurrence or condition beyond the reasonable control of the Parties, the Party so affected shall, upon giving prompt notice to the other Parties, be excused from such performance during such prevention, restriction or interference, and any failure or delay resulting therefrom shall not be considered a breach of this Agreement. Suitable extension of time may be considered due to force majeure condition without any financial claim.

**23. Litigation/ Arbitration:** No time extension of any kind shall be granted under any circumstances except natural calamities and un-expected circumstances. No litigation or arbitration under any circumstances at any stage shall be applicable. The Bidder not willing to accept this pre-condition are advised not to participate in the tendering process.

**24. Code of Integrity:** No bidder shall act in contravention of the codes which includes:

(a) prohibition of 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 or to otherwise influence the procurement process.

(b) any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.

(c) any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.

(d) improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.

(e) any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract, which can affect the decision of the procuring entity directly or indirectly.

(f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.

(g) obstruction of any investigation or auditing of a procurement process.

(h) making false declaration or providing false information for participation in a tender process or to secure a contract.

(i) disclosure of conflict of interest.

(ii) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause.

(iii) with any entity in any country during the last three years or of being debarred by any other procuring entity.

**25.** The procuring entity, after giving a reasonable opportunity of being heard, comes to the conclusion that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measures including rejection of bid and/or termination of contract.

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**DOCUMENT – II**  
**ELIGIBILITY DOCUMENTS**

‘C’  
Eligibility Documents

CRITERIA FOR ELIGIBILITY

**1.1 The bidders (hereinafter referred to as applicant) must be registered as a commercial entity in Switzerland.**

1.2 The applicant should have satisfactorily completed three similar works each costing not less than **CHF 2,000,000** or completed two similar works each costing not less than **CHF 3,000,000** or one similar work costing not less than **CHF 3,50,000** during the last five years ending last day of the month before the one in which tenders were invited. **The above cost is excluding TVA.** The works that will be mentioned must be in the Switzerland and/or overseas.

1.3 The applicant should have had average annual financial turn-over of **CHF 3,000,000 (excluding TVA)** 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. **(Form ‘A’)**

1.4 The applicant should be a profit-making individual / company / firm. They should not have incurred any financial loss for more than two of the five financial years.

1.5 The applicant should submit a list of all completed works in the last 5 years and list of all works in hand. **(Form ‘B’)**

## **2. EVALUATION CRITERIA FOR ELIGIBILITY**

2.1 For the purpose of eligibility, applications will be evaluated in the following manner:

The documents submitted by the applicant will be scrutinised for the criteria prescribed above to determine the applicant's eligibility for the work.

2.2 Even though applicants may satisfy the above requirements, they would be liable to disqualification if they have:

- a) Made misleading or false representation or deliberately suppressed information in the forms, statements and enclosures required in the pre-qualification document.
- b) Record of poor performance such as abandoning work, not properly completing the contract or financial failures / weaknesses.
- c) Disclosed the tender price before the opening of the financial tender.

## **3. FINANCIAL INFORMATION**

The applicant should submit the following financial information:

- a) Annual financial statement for the last five financial years. This should be supported by audited balance sheets and profit and loss accounts duly certified by a Chartered Accountant, as submitted by the applicant to the Income Revenue Department. **(Form 'A')**
- b) Name and address of the banker's identification or individuals familiar with the applicant's financial standing and banker's statement on availability of credit. Bank Certification of Financial Resources.

## **4. EXPERIENCE IN SIMILAR WORKS.**

4.1 Applicants should complete and submit the following: -

- a) A list of all works of similar nature successfully completed during the last five years. **(Form 'B')**
- b) List of the projects under execution or awarded. **(Form 'C')**

## **5. TENDER:**

Technical tenders of successful tenderers shall be opened first. Technical tenders shall be opened in presence of Bidders or their representatives. After evaluation of Technical Tenders, a list of qualified Bidders will be prepared by the PMI. Qualified Bidders will be informed and the Financial tender of the qualified

Bidders will then be opened at notified time, date and place in the presence of the Bidders or their representatives.

## **6. AWARD CRITERIA**

6.1 The PMI reserves the right without being liable for any damages or obligation to inform the applicant to: -

- a) Amend the scope and value of contract.
- b) Reject any or all the applications without providing any reason.

6.2 For any of the above actions, the PMI shall neither be liable for any damages nor be under any obligation to inform the Applicants of the grounds for the same.

6.3 Any effort on the part of the applicant or his/her agent to exercise influence or to pressurize the PMI would result in rejection of his/her application. Canvassing of any kind is prohibited.

## **9. Value Added Tax (TVA):**

The PMI, as a Diplomatic Mission is exempted from payment of TVA.

## **10. Integrity Pact:**

Integrity Pact should be signed and submitted in **Form 'D'**.

**Form 'A'**

- 1. Name of the Company:
- 2. Address:
- 3. Registration Details:
- 4. Financial Statement:

a) Authorized Capital (Give break up) \_\_\_\_\_

b) Issued and paid-up Capital \_\_\_\_\_

Annual turnover excluding TVA for the last immediate five financial years	In country of origin (in case based out of <b>Switzerland</b> )	<b>In Switzerland</b>	In other Country/ Countries

Provide copies of annual reports or audited balance sheets, Profit and loss accounts along with Audit reports and statement for the last five years. A certificate from Chartered Accountant authenticating the annual turnover (excluding TVA) shall also be enclosed.

5. Details of loans and other financial commitments

6. Applicant's financial arrangements for the proposed work of PMI, Geneva

	<b><u>Currency</u></b>	<b><u>Amount</u></b>
a) Own resources		
b) Bank Credits		
c) Others (Specify)		

5. Business Association to which the Company belongs.

6. Number of years' experience as a Contractor briefly as follows

Enclosed at pages .....to .....

a) In Switzerland

b) In country of origin \_\_\_\_\_

c) Internationally

Countries

Experience  
No of  
years.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Applicant (s)



**Form 'B'**

(a) Similar Works completed in **Switzerland** during the last 5 years.

Title, Location and Brief Description of work	Value in <b>CHF</b>	Client	Consultant	Contract Period for Completion	Actual period for Completion	Litigation / Arbitration pending, with details	Client certificate at page

Signature of Applicant (s)

**Form 'C'**

(a) Similar Works now proceeding in **Switzerland**

Title, Location and Brief Description of work	Value in <b>CHF</b>	Client	Consultant	Due date for completion	Up to date progress in percentage	Slow progress if any, and reasons thereof	Client certificate at page No.

Signature of Applicant (s)

Form 'D'

**PRE-CONTRACT INTEGRITY PACT  
BETWEEN  
Permanent Mission of India, Geneva  
AND**

**General** -----

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of the \_\_\_\_\_(month and year) between, on one hand, the President of India, acting through Mr./Ms.\_\_\_\_, (designation of the officer)\_\_\_\_\_Permanent Mission of India, Geneva (hereinafter called the "PMI", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/S \_\_\_\_\_represented by Mr./ Ms.\_\_\_\_\_, (designation of the officer) (hereinafter called the "BIDDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the PMI proposes to get supply and installation of **Annual Maintenance Contract for various maintenance related services at Chancery of Permanent Mission of India, 21 Avenue Appia, Chambesy 1292 Geneva, Switzerland** and the BIDDER is willing to supply and install the same and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the PMI is Permanent Mission of India, Geneva performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract entered into with a view to:

Enabling the PMI to get Annual Maintenance Contract for various maintenance related services at Chancery of Permanent Mission of India, 21 Avenue Appia, Chambesy 1292 Geneva, Switzerland at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PMI will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereby agree to enter into this Integrity Pact and agree as follows:

### **Commitments of the BUYER**

1.1. The PMI undertakes that no official of the PMI, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2. The PMI will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3. All the officials of the PMI will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the PMI with full and verifiable facts and the same is prima facie found to be correct by the PMI, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PMI and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the PMI the proceedings under the contract would not be stalled.

### **Commitments of BIDDERS**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PMI, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PMI or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the PMI for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the PMI.

3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4. BIDDERS shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/contract.

3.5. The BIDDER further confirms and declares to the PMI that the BIDDER is the original Constructor and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the PMI or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the PMI or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the PMI as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the PMI, or alternatively, if any relative of an officer of the PMI has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Government of India's Companies Act, 1956.

3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the PMI.

#### **4. Previous Transgression**

4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5. Sanctions for Violations**

5.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER)

shall entitle the PMI to take all or any one of the following actions, wherever required:

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) Integrity Pact Security Deposit (in pre- contract stage) and/or Performance Security (after the contract is signed) shall stand forfeited either fully or partially, as decided by the PMI and the PMI shall not be required to assign any reason therefor.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the PMI, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the PMI in connection with any other contract for any other stores/projects, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance security/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the PMI, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the PMI resulting from such cancellation/rescission and the PMI shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the PMI.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the PMI with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Security in case of a decision by the PMI to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2. The PMI will be entitled to take all or any of the actions mentioned at para 5.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860, or Prevention of Corruption Act, 1988, or any other statute enacted for prevention of corruption.

5.3. The decision of the PMI to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## **6. Fall Clause**

6.1. 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 PMI in Switzerland and if it is found at any stage that similar project/systems or sub system was completed by the BIDDER to any other PMI 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 PMI, if the contract has already been concluded.

## **7. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the PMI or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

## **8. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the PMI.

## **9. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.



**10. Validity**

10.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or completion of Defects Notification Period/Warranty Period of contract whichever is later and to the satisfaction of both the PMI and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

10.2. Should one or several provisions of this Pact turn out to be invalid, the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

11. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

**PMI**  
**Name of the Officer.**  
**Designation**  
**Permanent Mission of India, Geneva**

**Bidder**  
**Name of the Officer**  
**Designation**

Witness  
1. \_\_\_\_\_

2. \_\_\_\_\_

Witness  
1. \_\_\_\_\_

2. \_\_\_\_\_

**DOCUMENT III**  
**FORM OF TENDER**

**FORM OF TENDER**

**for**

**Annual Maintenance Contract for various maintenance related services at Chancery of Permanent Mission of India, 21 Avenue Appia, Chambesy 1292 Geneva, Switzerland**

Sirs

I/We

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Carrying in business as

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at

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Hereby bid to supply the above works in accordance with the Tender Documents, Scope of work according to terms, obligations and conditions therein contained at and for the fixed price sum of:

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Excluding TVA.

(CHF \_\_\_\_\_)

I/We further agree that all our work will be in accordance to the PMI and Consultant/Architect's entire satisfaction.

I/We further agree that our offer includes Annual Maintenance Contract for various maintenance related services at Chancery of Permanent Mission of India, 21 Avenue Appia, Chambesy 1292 Geneva, Switzerland.

I/We agree to abide by this Tender for a period of 120 days from the last day for submission of bid, and it shall remain binding upon us and may be accepted at any time before this period.

If this offer is accepted, we will provide the works within the prescribed period of commencement and complete the works in accordance with the above – named documents within the Time for Completion.

I/We agree that the terms of payment will be as follows:

The Bidder's request(s) for payment shall be made to the PMI in writing, accompanied by an invoice describing, as appropriate, the Services performed, and upon fulfilment of other obligations stipulated in the contract.

I/We understand that payments shall be made by the PMI **on monthly basis** after submission of the certified invoice /claim by the Bidder/Supplier as per the AMC contract signed between Mission and successful bidder.

I/We understand that a formal Agreement will be signed between successful bidder and the Mission for the AMC.

I/We understand you are not bound to accept the lowest or any tender you may receive.

I/We further agree to complete the whole of the works according to the time schedule specified in the contract documents.

I/ We agree that in case of any mismatch in the final price of Form of Tender and Total amount worked out in the Scope of Work, the final quoted on Form of Tender shall be considered for comparison of tenders and decision on tender. The rates in the Scope of work or elsewhere shall be adjusted in the ratio to match with the quoted price on the Form of Tender.

As witnessed my/our hand this \_\_\_\_\_ day of \_\_\_\_\_

Bidders' signature in full

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Name and address of firm

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## **SCOPE OF WORK**

The Permanent Mission of India to the UN and other organizations in Geneva proposes to entrust the services of a Management and Maintenance Firm also known as the Service Provider, having at least three years of experience in facility management and maintenance of buildings and/or in related field for the purpose of managing The Chancery of the Mission located at Avenue Appia 21, 1292 Chambesy. The Maintenance Contract will be for a period of one (1) year with a possibility to extend the Contract on same Services and Conditions for another two (2) successive years depending upon satisfactory performance by the Maintenance Services Contractor. The main objectives of the Maintenance Contractor shall be:

- To ensure optimal and efficient running of the buildings.
- To ensure regular and preventive maintenance is carried out.
- To ensure that minor repairs and maintenance are carried out by its internal team.
- To ensure the maximum comfort and security to occupants of the building.
- To ensure that returns on investments are maximized.
- To ensure deployment of sufficient service/technical staff during the office hours and beyond that on call basis in case of need.

The Management & Maintenance Services shall consist of but shall not be limited to:

### **1. ELECTRICAL INSTALLATIONS**

- (a) Distribution boards & sub-distribution boards
- (b) Switchgears
- (c) Cabling & wireways
- (d) Lighting, emergency lighting & power
- (e) Electrical accessories
- (f) Fire alarm system and devices
- (g) Lighting control system
- (h) Building management system
- (i) UPS
- (j) Power Factor Corrector
- (k) Surge protection
- (l) Lightning Protection
- (m) Earthing
- (n) Backup groups

### **2. HEATING AND VENTILATIONS INSTALLATIONS**

- (a) Maintenance of hot/cold installations
- (b) Maintenance of heating/ventilation installations
- (c) Air ducts, grilles, and associated accessories
- (d) Fresh air supply: inline axial fans and supply air diffusers where required
- (e) Toilet & mess extraction: inline axial fans and disc valves
- (f) Kitchen fresh air and extraction system: Axial roof fans and G/S duct with extract air diffusers

### **3. PLUMBING INSTALLATIONS**

- (a) Maintenance of plumbing installations throughout the building
- (b) Maintenance of Water Fountain at the main entrance.
- (c) Boiler maintenance

#### **4. FIRE FIGHTING INSTALLATIONS**

- (a) Maintenance of Fire-fighting equipment and installations.

#### **5. LIFT INSTALLATIONS**

- (a) Maintenance of two passenger lifts (Capacity: 900 kgs/ 12 persons each)
- (b) Maintenance of one service lift (Capacity: 1600 kgs/ 21 persons)

#### **6. MULTIPURPOSE HALL - SOUND & STAGE LIGHTING**

- (a) Stage lighting system
- (b) Sound system
- (c) Stage scene equipment
- (d) Multi-level Stage setting

#### **7. PHOTOVOLTAIC PANELS**

- (a) PV modules
- (b) Inverter
- (c) Cabling

#### **8. WATERPROOFING AND TIN-SMITHING**

- (a) Maintenance of roof of the building
- (b) Maintenance of waterproofing installations

#### **9. FAÇADE AND ACCESS GATES**

- (a) Maintenance of façade.
- (b) Maintenance of airlock.
- (c) Maintenance of entrance gate
- (d) Maintenance of external gate
- (e) Maintenance of metal door, garage doors, sliding fire doors.

#### **10. KITCHEN EQUIPMENT**

- (a) Periodic maintenance of kitchen equipment, hood and oven.

## **11. CARPENTRY AND LOCKSMITHING**

- (a) Fire curtains for ground floor windows
- (b) Maintenance of external fittings.
- (c) Maintenance of interior fittings
- (d) slat blinds (motorised)
- (e) wooden doors and their locksmithing.