



**HIGH COMMISSION OF INDIA
MALE', MALDIVES
TENDER DOCUMENT**

Supply, Installation, Testing & Commissioning of 82.5 KVA Silent Diesel Generator Set and related work for power back up project at High Commission of India, Maldives premises at Hulhumale on TURN KEY BASIS and AMC of DG Set for three years

CRITICAL DATE SHEET

1	Date of Issue of Tender	05.12.2024
2	Bid Document Download / Sale Start date	06.12.2024
3	Date of Pre Bid Conference- For clarifying issues and doubts, if any, about specification of items and services projected in Bid document	No
4	Bid submission End Date	05.01.2025 (1700 hrs)
5	Date of opening of Technical bid	08.01.2025
6	Date of informing qualified bidders for opening of financial bids	To be informed later
7	Date of opening of financial bids	To be informed later Bidders may depute their representatives to be present at the time of opening of bids
8	Validity of Bid	180 days

**Government of India
Ministry of External Affairs
High Commission of India
Male', Maldives
Dated: 05.12.2024**

Scope of Work

Supply, Installation, Testing & Commissioning of 82.5 KVA Silent Diesel Generator Set and related work for power back up project at High Commission of India, Maldives premises at Hulhumale on TURN KEY BASIS and AMC of DG Set for three years

1. The scope of work of the bidder in brief is enumerated below:

a) Supplying, installation, testing and commissioning of one-82.5 KVA DG Set with complete acoustic enclosure, circuit breaker, battery pack, base fuel tank, display screen with analogical values and AMF/ATS panel. The preferred brand of DG set may be CUMMINS/ KIRLOSKAR/ KOHLER/ MITSUBISHI/ CROMPTON GREAVES. The preferred main specifications of the DG set are as under:

Power	66 Kw
Voltage	415 V
Frequency	50 Hz
Rated Speed	1500 RPM
Rating (kVA)	82.5 kVA
Bhp	110
Power Factor	0.8
Alternator	Mecc-alte/Stamford/Cummins/Marathon electric or equivalent alternator; rated best for 82.5 KVA gen set
Automatic Switch-over	Arrangement for automatic switch-over in case of power failure
Maintenance free	
Electrical Battery Starting Voltage	12 Volts-DC

b) Supplying & installation of 250A Distribution Panel Board with 19 Nos. Auto/manual C/O Switch

c) All Civil Works, if required for the preparation of Platform (PCC foundation of appropriate size at least 9 inches above the ground, length and width of the Foundation should be at least 200mm to 400mm more than that of the DG set size to ensure the least vibration, foundation must be rigid) necessary for the installation of the Silent DG Set.

- d) Supply and laying of all the required cables/accessories, control panel etc. In other words bidder has to do provide and install all the necessary electrical equipment/wiring/insulation etc. to hand over the functional power back system to High Commission on TURN KEY BASIS fulfilling all the safety parameters.
- e) Proper earthing required for the installation of Silent DG Sets and protection of equipment and Human being. Copper/GI plate earthing with Copper/GI plate of minimum size 600*600*3 mm and Copper/GI strip of size 25*3 mm laid in ground at a depth of 12 feet complete with Charcoal, Salt and Manhole cover etc.
- f) Supply and installation of insulated MS exhaust piping of suitable dia for 85KVA DG set as recommended by the manufacturer of the diesel engine with thermal insulation by using glass wool and covering with aluminum sheet complete with required materials such as supports etc. as directed (NB- size of the pipe proposed may be please be indicated).Size -----mm dia, (if required).
- g) Fabricating, providing and installing at site acoustic enclosure suitable for 75dBA within 1m for DG set as per specification (if required)
- h) Installation of New AMF/ATS Panel suitable for silent DG set.
- i) Supply, installation and testing of Changeover and other electrical fittings,cables etc. required for the installation of DG Sets
- j) Arrangement of equipment, tool and tackles and scaffolding material for installation of the equipment at site at the cost of bidder.
- k) Required quantity of lubricant and coolant are to be arranged by bidder at the cost of bidder till commissioning and handing over the system and during the guarantee period of one year.
- l) Submission of warranty certificate and test certificates of the manufacturer.
- m) Installation of exhaust pipes with suitable insulation up to the required level of the building as required by the concerned statutory authorities.
- n) Cleaning and removal of all unused / wastage material from the site immediately after handing over the equipment.
- o) DOCUMENTATION:

2 set of following documents shall be provided by the manufacturer / supplier with the following:-
 - O&M Manual of Diesel Engine
 - Spare parts list of Diesel Engine

- Test Certificate of Diesel Engine
- Test certificate of Alternator
- Test Certificate of D.G. Set

p) AMC for three years w.e.f the expiry of warranty period.

q) The successful bidder has to arrange all labor/material/equipment/accessories, mentioned above or not, for the work of Supply, Installation, Testing & Commissioning of 82.5 KVA Silent Diesel Generator Set as functional power back up project at High Commission of India, Maldives premises at Hulhumale on TURN KEY BASIS.

r) The bidder shall, at their own expense, arrange for safety provisions as per safety codes and Rules, Regulations and Laws as may be applicable, in respect of all labor, directly or indirectly employed in the work.

Other Terms and Condition:

1. All electrical equipment/wire used in power back up project should be ISO certified.
2. Bidders must have maintenance and servicing facilities of generator set in Maldives. The representative of bidders may visit the site, for assessment of the requirements for the purpose of formulation of the Bid, by taking prior appointment. Clarifications, if any, regarding the tender document or contents therein may be sought by e-mail **hoc.male@mea.gov.in** or **attadm.male@mea.gov.in**.
3. **Warranty period of the Silent DG set should be specifically mentioned in the bid. The warranty period of the equipment shall commence from the date of commissioning. Free replacement should be provided in case of any defect/fault/failures related to the system commissioned within the warranty period.**
4. The above mentioned item should be supplied to the complete satisfaction of the officer-in-charge of work conforming to the Standard Specifications.
5. It shall be the responsibilities of the vendor/supplier to ensure that no damage is caused during the transportation of above mentioned items. High Commission will not accept any damaged/faulty items and will not pay for the same until the vendor replace the damaged item.
6. The supplier will be fully responsible till the above mentioned items reaches the given location/address. In case the item is not as per specification, the same shall be replaced by the vendor/supplier. High Commission will not be responsible for any theft or loss at any stage before handing over of the consignment at the delivery address.

7. The supply of above mentioned items should be commenced immediately from the date of issue of work order and must be completed within stipulated time **(90 days)** from the date of receipt of work order.
8. If the successful bidder fails to supply the ordered item within the stipulated time period of 90 days, liquidated damages equivalent to 0.5% (one percent) of contract/bill value shall be charged per week and deducted from the bills of the contractor subject to maximum of 10% of contract/bill value. If any of the assigned work is not found satisfactory or damages to the items are recorded within 7 days delivery of items, an appropriate amount shall be deducted for every major deficiency/damage from final settlement of payment. The amount to be deducted for damage/deficiency will be arrived at after mutual discussion.
9. No compromise will be accepted in respect of quality and specification of the above mentioned items.
10. The vendor/supplier shall be liable for any issues arising in relation to any payment of taxes, custom duty etc.
11. Vendor/supplier will be fully responsible for ensuring the warranty of each equipment as promulgated by original manufacturer.
12. Vendors/supplier will be fully responsible for showing the correct operability of the equipment at the time of delivery of items.
13. The rates provided for items/works as mentioned in scope of work must be on CIF basis including cost of items, cost of transportation, insurances, customs duties if any, taxes, loading and unloading, packing etc. and will be managed by vendor completely. No extra amount will be paid to the vendor over the rates quoted by the vendor/supplier/tenderer.
14. Approving authority reserves the right to reject any or all the work order without assigning any reason.

Sd/-

**Head of Chancery
High Commission of India
For and on behalf of the President of India**

**Government of India
Ministry of External Affairs
High Commission of India
Male', Maldives**

Date: 05.12.2024

NOTICE INVITING TENDER (NIT)

1. Sealed tenders from reputed, well experienced and financially sound Indian and Maldivian vendors/suppliers/firms registered with the Indian/Maldivian Govt. departments are invited by High Commission of India, Maldives on behalf of the President of India, under **Two Bid System i.e; Technical Bid and Financial Bid for Supply, Installation, Testing & Commissioning of 82.5 KVA Silent Diesel Generator Set and related work for power back up project at High Commission of India, Maldives premises at Hulhumale on TURN KEY BASIS and AMC of DG Set for three years at High Commission of India, at Hulhumale.**
2. The Time Period for execution of work is within 90 days from the date of issue of Work order.
3. **Document Download:** Tender documents may be downloaded from the website of Indian High Commission (<https://hci.gov.in/male/?0208?td0>); and website of Central Public Procurement Portal (<https://eprocure.gov.in/epublish/app>) as per the schedule given in CRITICAL DATE SHEET.
4. Interested vendors/supplier may submit/deposit the tender documents complete in all respects and other requisite documents **keeping in view the critical dates as mentioned on Critical Date Sheet.**
5. No tender shall be entertained after the deadline for submission of bids under any circumstances what so ever.
6. At the second stage, financial bids of only those technically acceptable offers would be opened after intimating them the date and time of opening the financial bid for further evaluation and ranking before awarding the work order to successful bidder. Bidders may depute their representatives to be present at the time of opening of financial bids.
7. The High Commission of India reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the High Commission of India, Maldives in this regard shall be final and binding on all parties in all circumstances.

**Sd/-
Head of Chancery
High Commission of India
For and on behalf of the President of India**

Additional Details:

1. The system adopted for tendering will be **Two Bid System** (simultaneous receipt of separate technical and financial bids) with **Technical Bid** consisting of all technical details along with terms and conditions; and **Financial Bid** indicating **lump sum price** for all the Items mentioned in the technical bid. Technical Bid should contain all technical details of services and solutions to be provided along with documentary proofs. Financial bid should indicate **lump sum price** and other commercial/financial terms against the items mentioned in the Technical Bid on TURN KEY basis.
2. The technical bid and the financial bid should be sealed by the bidder in separate covers duly super-scribed and both these sealed covers are to be put in a bigger cover which should also be sealed and duly super-scribed. The technical bids will be opened at the first instance and evaluated by a competent committee. At the second stage financial bids of only those technically acceptable offers would be opened after intimating them the date and time of opening the financial bid for further evaluation and ranking before awarding the work to successful bidder.
3. **Bid Security Declaration:** Every bidder must sign the Bid Security Declaration in the format attached.
4. Address for communication, areas given below: -
Contact Details:
Contact Person: **Head of Chancery**
Address: **High Commission of India, Lot No. 11499, Goalhi 4, Hithigas Maagu, Hulhumale, Republic of Maldives, Tel: +960-4004176-77 Email: hoc.male@mea.gov.in Mobile: +960 7208125**
5. **Tender Fee- NIL**
6. **PERIOD FOR VALIDITY OF TENDER DOCUMENTS: 180 days**
7. **Technical Bid**
 - a. All documents should be duly signed.
 - b. **Each page of Technical and Financial documents along with the supporting documents must be signed and stamped.**
 - c. Bidding Agency will not transfer, assign, pledge or sub-contract the work awarded/ to be awarded.
 - d. The Bidding Agency will be bound by the details furnished by him/her in the bid . In case, any document furnished by him/her is found false at any stage, it would be deemed to be breach of terms & condition of work order making him/her liable for legal action besides termination of work order.

- e. In case of tie in the rates, the work will be awarded to the Bidding Agency who have higher work experience and higher value of the work of similar nature executed in the past,
- f. The Bidding Agency shall maintain all statutory records required under the applicable law of Republic of Maldives/Government of India. The agency shall produce the same, on demand, to the concerned authority of this Department or any other authority under law. A compliance certificate in this regard will be needed along with the bills.
- g. The Bidding Agency will be responsible for compliance of all statutory provisions relating to Service tax, GST as per the Republic of Maldives/ Government of India.
- h. Conditional bids will not be considered and will be rejected in the first instance.
- i. The bidders shall be responsible for faithful compliance of the terms and conditions as mentioned in the tender document.
- j. In case of any dispute on bid documents, the decision of competent authority in the Mission will be final and binding.

NOTE: - Documentary evidence is required to establish the eligibility requirement for the conditions mentioned in Technical Bid.

8. RIGHT TO ACCEPT OR REJECT TENDER

- (i) The right of acceptance of tender will rest with The High Commission of India, Male', Maldives
- (ii) The High Commission of India Maldives reserve the right to accept the whole or any part of the tender and tenderer shall be bound to perform the same at the rates quoted. All the tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect shall be liable to be rejected.

9. Non Disclosure Undertaking:

By submitting the bid, bidding agency is bound to a Non Disclosure arrangement that the information shared by the High Commission during any stage of tendering and completion of work will not be shared with any party neither during the tendering period nor in future.

10. BIDDER TO GET INFORMED HIMSELF FULLY:

The authorized signatory of bid document will be deemed to have carefully read and understood the tender documents along with the terms & conditions and thereafter has filed the tender document for bid process.

11. PAYMENT SCHEDULE:

1. 50% of total amount after supply of the Silent DG Set at the premises of of High Commission of India.
2. 45% after successful testing and successful commissioning the silent DG set and successful handing over of the function power back up system in place at High commission.
3. Remaining 5% will be released on completion of replacement guarantee/warranty period from the date of successful commissioning the silent DG set

12. FORCE MAJEURE:

Any delay due to Force Majeure will not be attributable to the bidder. Force Majeure events shall mean one or more of the following acts or events: Acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire or landslide; Radioactive contamination or ionizing radiation; Strikes or boycotts (other than those involving the Supplier or its employees / representatives or attributable to any act or omission of any of them) interrupting supplies and services of the Project for a period exceeding a continuous period of 7 (seven) days; An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents rendering of supplies or specified services by the Supplier for a period exceeding a continuous period of 7 (seven) days.

13. Bidders shall have to submit OEM Authorization/MAF certificate against offered OEM model.
14. Performance Security: Successful bidder will be required to submit performance Security of an amount equivalent to 5% of the cost of the successful bid. Performance Security may be furnished in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank or online payment in an acceptable form. Performance Security will remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.
15. Contractor shall have to provide 'free-of-cost' maintenance during warranty period.
16. The contract shall be awarded to the technically qualified lowest bidder.
17. It will be sole responsibility of service provider to comply with the applicable local labour & other laws.
18. Delayed payment for AMC on account of any dispute or unsatisfactory services shall not incur any interest on delayed payment.
19. HCI, Male reserves the right to levy penalty of @0.5% of contract value per week of delay beyond the scheduled date of completion of project subject to maximum penalty of 10% of the order value.

20. LEGAL/Disputes & Differences:

Decision of The High Commission of India, Maldives shall be final and binding on all the bidders. However, any dispute can be referred to an Arbitrator, and will be settled according to the Government of India's Rules and Regulations and not according to Local Laws of the Maldives.

Sd/-
Head of Chancery
High Commission of India
For and on behalf of the President of India

PART-I
(Technical Bid)

A. FORM OF TENDER

To,
Head of Chancery
High Commission of India,
Male, Maldives

Dear Sir,

Having examined the specifications, and schedule of quantities relating to the works specified in tender document hereinafter set out and having visited and examined the site of the works specified in the said document having acquired the requisite information relating there to as affecting the tender, we hereby offer to supply and execute the works specified in the said tender document, within the time specified at the rates mentioned in the attached schedule of quantities and in all respects with the specifications, designs and instructions in writing referred to in conditions of tender.

I.	Description of work	Supply, Installation, Testing & Commissioning of 82.5 KVA Silent Diesel Generator Set with acoustics enclosure and related accessories and related work for power back up project at High Commission of India, Maldives premises at Hulhumale on TURN KEY BASIS and AMC of silent DG Set for three years at High Commission of India, at Hulhumale.
II.	Time allowed for completion of the work from tenth day after the date of written order to complete work commission final operations.	90 days. In case of delay, penalty equivalent to 0.5% of contract/bill value shall be charged per week and deducted from the bills of the contractor subject to maximum of 10% of contract/bill value.
III.	Replacement of faulty DG set during the warranty period	Free replacement will be provided in case of any defect/fault/failures related to the system commissioned within the warranty period.

2. Should this tender be accepted, we hereby agree to abide by and fulfil the terms and conditions of the tender so far as they may be applicable.

3. We are enclosing herewith duly filled up proformas with complete details and documentary evidence.

4. The Tender is submitted in two parts in separate sealed envelopes. **Part-1** contains all commercial terms and conditions and technical particulars and **Part-2** contains only the Price/Financial Bid in the Embassy's proforma.

5. We have visited the site and gone through the terms & conditions stipulated in the tender document and confirm to abide by the same.

Regards,

Yours faithfully

Signature of bidder
(Name of the contractor/bidder of the firm authorised to sign with company seal)
Date:_____

(Signatures, Name, addresses, Mobile No. of witnesses)

B. Proforma I

A. APPLICATION FOR TENDER

1	Name of Tendering Company/Firm/Agency	
2	Name of proprietor/Director of Company/Firm/Agency)	
	Type of Firm (whether PSU/Proprietary/ Partnership etc.)	
3	Full Address of Regd. Office:	
	Telephone/Mobile No.	
	Fax No.	
	E-mail Address	
4	Full Address of local Branch office	
	Telephone/Mobile No.	
	Fax No.	
	E-mail Address	
5	Banker of Company/Firm/Agency (full Address)	
	(a) Telephone Number of Banker	
6	GST Registration Number/TIN number, if any (Attach attested copy)	

(Signature of the Bidder, with official Seal)

C. Proforma II

Name of Bidding Firm

Sl. No.	REQUIREMENT	COPY OF RELEVANT DOCUMENT	ENCLOSED YES/NO	PAGE NO. OF BID DOCUMENT
1.	Bidding Agency should be registered with the appropriate registration authority.	Copy of Registration Certificate		
2.	Bidding Agency should be registered with Service Tax/sales tax/GST Authorities	Copy of Service Tax/sales tax/GST Certificate		
3.	Valid Certificate of Importer-Exporter Code (IEC) issued by competent authority	Copy of Certificate of Importer-Exporter Code (IEC)		
4.	Whether manufacturer / authorized distributor /supplier	letter from manufacturer		
5.	Whether maintenance, service facilities and spare parts of the DG set are available in Maldives	Documentary proof, if any		
6.	PAN Card (Not Applicable for Maldivian)	Copy of PAN card		
7.	Bidding Agency should have completed similar work during the last three years	Copy of work order and completion certificate		
8.	IT returns/Annual Turnover for the last Three FY.	Certificate from Statutory Auditor		
9.	Declaration regarding black listing as per format attached	Declaration in enclosed format		

Date:

Place:

(Signature of the Bidder, with official Seal)

D. Proforma III

DECLARATION

4. I, _____ Son/ Daughter of Mr. _____ signatory of the agency/ firm mentioned above, is competent to sign this declaration and execute this tender document:
5. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them:
6. My agency has not been blacklisted/ debarred from participating in tender of any Ministry/ Department of Government of India/Maldives and Government of India/Maldives undertaking in the last Three (3) Years as on date of opening of this Tender.
7. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief.
8. I/we are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
6. I/we by submitting the bid, will not share information with any party neither during the tendering period nor in future shared by the High Commission during any stage of tendering and completion of work.

Signature of authorized person(s)

Date:

Full Name:

Place:

Seal:

E. Proforma IV
Bid-Security Declaration

To,
Head of Chancery,
High Commission of India, Male'
Lot no. 11499, Goalhi 4, Hithigas Maagu
Hulhumalé Phase - I, Maldives

Reference: Tender No. _____ dated _____

I/We hereby accept that I/We may be disqualified from bidding for any contract with High Commission of India (HCI), Male' for a period of two years from the date of disqualification as may be notified by HCI, Male' (without prejudice to HCI's rights to claim damages or any other legal recourse) if,

- 1) I am /We are in a breach of any of the obligations under the bid conditions,
- 2) I/We have withdrawn or unilaterally modified/amended/revised, my/our Bid during the bid validity period specified in the form of Bid or extended period, if any.
- 3) On acceptance of our bid by HCI, Male', I/we failed to execute the agreement or failed to sign the contract, or to submit a performance security before deadline specified in the request for bid document.

Signature of authorized person(s)

Date:

Full Name:

Place:

Seal:

(Note: In case of a Joint Venture, the Bid Security Declaration must be in the name of all partners to the Joint Venture that submits the bid).

F. Proforma V

TECHNICAL PARTICULARS of offered DG set and other equipments

1	Make/Model/Brand of the silent DG set	
2	Replacement warranty period	
3	Country of manufacturing	
Detailed specification		
S.No.	Item Description	Details
4	Engine Make Model Number Type Type of cooling system Type of silencer Fuel tank capacity Shaft HP at 1500 RPM Type of Governor Fuel consumption at full load/hour	
5	Alternator Make Model Number Frame Size Rated Voltage Capacity in KVA Excitation % Regulation Type of Enclosures Class of insulation for winding	
6	Batteries Make Voltage Capacity in Amp. Hour Whether stand included or not	

7	Coupling Type Whether guard provided or not Whether base plate is included or not	
8	Dia of exhaust Pipe - Thickness of exhaust Pipe - Thickness and type of - Exhaust pipe insulation	
9	List of tools normally supplied with the engine & alternator, free of cost. (Please enclose details in separate annexure)	
10	List of spares normally supplied along with the engine & alternator, free of cost. (Please enclose details in separate annexure)	
11	Other details, if any	

(Signature of the Bidder, with official Seal)

PART-II
(Financial Bid)

Financial Bid Form

Financial details (all inclusive) to be furnished by the bidders Supply, Installation, Testing & Commissioning of 82.5 KVA Silent Diesel Generator Set and related work for power back up project at High Commission of India, Maldives premises at Hulhumale on TURN KEY BASIS and AMC of DG Set for three years at High Commission of India, at Hulhumale: -

(Schedule of quantity)

sl.	Items	Qty	Rate on CIF basis at Male in US\$ / INR (All inclusive)
1.	Supply, Installation, Testing & Commissioning of 82.5 KVA Silent Diesel Generator Set and related work for power back up project on TURN KEY BASIS	1	
	Supplying & installation of 250A Distribution Panel Board with 19 Nos. Auto/manual C/O Switch		
	All Civil Works for the preparation of Platform necessary for the installation of the Silent DG Set.		
	Supply and laying of all the required cables/accessories, control panel etc.		
	Proper earthing required for the installation of Silent DG Sets and protection of equipment and Human being.		
	Supply and installation of insulated MS exhaust piping of suitable dia for 85KVA DG set		
	Fabricating, providing and installing at site acoustic enclosure suitable for 75dBA within 1m for DG set as per specification		
	Installation of New AMF/ATS Panel suitable for silent DG set		
	Supply, installation and testing of Changeover and		

	other electrical fittings,cables etc. required for the installation of DG Sets		
	Arrangement of equipment, tool and tackles and scaffolding material for installation of the equipment		
	Required quantity of lubricant and coolant till commissioning and handing over the system and during the warranty period		
	Installation of exhaust pipes with suitable insulation up to the required level		
	Cleaning and removal of all unused / wastage material from the site		
	All labor/material/equipment/accessories, even not mentioned above, for the work of Supply, Installation, Testing & Commissioning of 82.5 KVA Silent Diesel Generator Set as functional power back up project at High Commission of India, Maldives premises at Hulhumale on TURN KEY BASIS.		
2.	Any other cost		
	Total		
3.	AMC per annum valid for three years w.e.f. date of expiry of warranty period (a) Comprehensive with spares	Annual rate	
	(b) Without spares	Annual rate	

(Signature of the Bidder, with official Seal)

ANNEXURE 'B'

**ANNUAL MAINTENANCE CONTRACT (AMC)
FOR DG SET FOR POWER BACK UP SYSTEM**

This Contract agreement is entered into this _____ between **High Commission of India** (hereinafter called as "**Mission**") located at Galleon Residence, Goalhi 4, Hithigas Magu, Hulhumale Phase I, Maldives on behalf of the President of India and **M/s** _____ (hereinafter called as "**Service Provider**") located at _____.

WHEREAS the **Service Provider** is bound provide Maintenance service pursuant to the terms and conditions of this agreement for the purpose maintenance of the Silent DG Set and parts thereof in **High Commission of India, Galleon Residence, Hulhumale** (hereinafter called as "**Premises**");

NOW THEREFORE, in consideration for the mutual undertakings of the **Mission** and the **Service Provider** under this Agreement, the Parties agree as follows:

General Terms and Conditions:-

1. **Period of Contract.** The AMC is to be valid for **03 years** from the date of expiry of OEM warranty of the **DG Set** at the premises.
2. **On call Contact.** Service provider agrees that a dedicated on-call technician shall be provided based on any assistance sought by the Mission during the currency of the AMC.
3. **Periodic Maintenance.** The Service Provider agrees to provide (i) Quarterly Routine Maintenance (ii) preventive periodic Maintenance once in a month, (iii) Unlimited service calls upon requirement during office hours (0900-1700 hrs.). Failure to comply with the above penalty will be levied accordingly.
4. **Terms of Payment.** The Service provider agrees to raise an invoice amounting to 25% of the approved cost of annual AMC alongwith copy of logbook of periodic maintenance at the end of each quarter (03 months). Mission agrees to release the payment quarterly on submission of invoice by Service provider.
5. **Maintenance of Parts.** The Service Provider agrees that all the items which are part of DG Set are covered under comprehensive AMC for 03 years except if the products are damaged due to mishandling, hitting by equipment's etc. the Warranty and comprehensive replacement shall not be applicable in the event any fault in equipment or damage to the equipment was caused intentional, reckless or careless handling of equipment by any third party to this agreement or any damage caused by fire, flood, rain or any other such natural events.

6. **Training.** The Service Provider agrees that it shall conduct a basic operational training session for the designated officer/s of the Mission in respect of DG Set at the time of handover, a complete training will be provided.
7. **Working Hours.** The Service Provider understands and agrees that the Maintenance work shall be done during working hours. However, in case of emergency maintenance may have to be done beyond office hours and on holidays.
8. **Log Book.** The Service Provider agrees that a separate register shall be maintained in the Mission to record the visit details and shall be countersigned by the technician visiting the Mission.
9. **Term and Termination.** The terms of this agreement shall come into effect from the date of signing of this agreement and will be implemented as per para 1 above, i.e. from the date of expiry of warranty period, until and unless the Mission terminates the Agreement or the Premises is relocated or vacated or abandoned, whichever is earlier. The Mission may terminate the agreement by giving one month written notice in advance to the other party of its intention to terminate the agreement.
10. If a Force Majeure Event occurs and prevents a party (“**Affected Party**”) from performing its obligations, that Affected Party must promptly notify **in writing to** the other Party of the Force Majeure Event. The Affected Party’s obligations are then suspended solely to the extent that it is able to demonstrate that it is prevented from performing due to a Force Majeure Event and provided the Affected Party must promptly take all necessary steps to remedy or mitigate the Force Majeure Event’s effects and loss suffered by the other Party. No Fees are payable by Service Provider during any period of Force Majeure. If a Force Majeure Event prevents or delays performance of any part of the Services for a period of thirty (30) days or more, Service Provider may by written notice to Mission immediately terminate this Agreement in whole or in part without liability. Force Majeure Event means an event:-
 - (a) Outside the reasonable control of the party claiming its occurrence.
 - (b) The adverse effects of which could not have been prevented or mitigated by reasonable diligence or reasonable precautionary measures {including by Supplier promptly implementing its business continuity and/or disaster recovery plan(s)} and may include: -
 - (i) Declared natural disasters and health pandemics.
 - (ii) Severe storms, other severe adverse weather conditions or floods, other than the normal seasonal rains.
 - (iii) Industrial disputes and strikes (other than strikes involving that party, its agents or employees).

(iv) Acts of terrorism, conflicts, wars (whether declared or not) social unrest, riots or civil disturbances which would expose the affected Party to material and unavoidable risks to life or property in the performance of the obligations under the Agreement.

ACCEPTED AND AGREED

High Commission of India, Male	M/s
Mr. Hermon N Kujur Head of Chancery E-mail: hoc.male@mea.gov.in Telephone: +960-7208125	Mr. _____ Designation: _____ E-mail: _____ Telephone: _____

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