



Tender for Annual Maintenance Contract for
Housekeeping/Cleaning services at Consulate General of India, New York.

TENDER NO. -NYCG/ADM/867/2/2022

Dated : September 05, 2024

Last date of submission of bid : October 21, 2024

Consulate General of India,
3 East 64 Street, New York NY 10065.

File No. NYCG/ADM/867/2/2022

**Consulate General of India
New York**

NOTICE INVITING TENDER

Consulate General of India, New York invites Tender under two bid system from registered and authorized firms/agencies for providing Housekeeping/Cleaning services at Consulate General of India, 3 East 64 Street, New York, NY 10065 as per details given in the tender documents.

2. The interested firms/service agencies should submit the bids in two separate sealed covers, superscribed as "Technical Bid" and "Financial Bid". Both sealed covers should be put in a separate single envelope superscribed as "Tender No. NYCG/ADM/867 /2/2022 for AMC for Housekeeping/ Cleaning services at Consulate General of India, New York, NY 10065 and addressed to 3 East 64 Street New York, NY 10065. Please note that tender document will not be accepted after October 21, 2024 under any circumstances.

3. The Earnest Money Deposit (EMD) of US\$280 in the form of Account Payee Demand Draft/Pay Order drawn in favour of Consulate General of India, New York is required to be submitted along with tender bids.

4. The Technical Bids will be opened on October 10, 2024 by a Committee authorized by the Competent Authority of the Consulate General of India, New York, NY 10065. The financial bids of only those bidders, whose Technical Bids are found responsive, shall be opened by the Committee authorized for the purpose. The pre-bid site visit may be conducted on October 14 or October 15, 2024 on prior appointment basis to assess the job requirement/ quantum of work involved. For any queries or schedule an appointment please send e-mail to Head of Chancery "hoc.newyork@mea.gov.in" or contact via telephone number (212)-774-0615.

5. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.

6. The Competent Authority reserves the right to reject any or all the bids or cancel the tender, without assigning any reason and the decision of the competent authority of the Mission/ Post shall be final and binding.

LETTER OF BID

Dated:

To,
The HOC
Consulate General of India,
New York, NY 10065.

Ref: Invitation for Bid No. _____ dated _____

We, the undersigned, declare that:

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

2. We offer to execute in conformity with the Bidding Documents for AMC for Housekeeping/Cleaning services at Consulate General of India, 3 East 64 Street, New York, NY 10065.

3. Our bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and shall remain binding upon us and maybe accepted at any time before the expiry of the period.

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

5. 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.

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

Yours sincerely,
Authorized Signatory

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

Full Name and Designation

(To be printed on Bidder's letterhead)

DATES TO REMEMBER

<u>Events</u>	Date
Notice Inviting Tender	September 05, 2024
Starting date of Tender submission	September 05, 2024
Site visit	September 12 or September 13, 2024
Pre-bid meeting	September 13, 2024
Last date of Tender Submission	October 21, 2024
Opening of Technical Bids	October 22 2024
Opening of Financial Bids (of only those who qualify in the minimum eligibility criteria)	October 22, 2024

1. **GENERAL INSTRUCTIONS**

- 1.1 For the Bidding/ Tender Document Purposes, the Consulate General of India, New York, NY 10065 shall be referred to as 'Client' and the Bidder/Successful Bidder shall be referred to 'Contractor and/ or Bidder or interchangeably.
- 1.2 The tender document can be downloaded from the websites of <http://www.eprocure.gov.in>, at CGI website www.indiannewyork.gov.in up to October 21, 2024. The last date of submission of bids is October 21, 2024.
- 1.3 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 1.4 The bidder shall submit the copy of the authorization letter / Power of Attorney as the proof of authorization for signing on behalf of the Bidder.
- 1.5 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied by EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are liable to be rejected.

- 1.6** The Parties to the Contract/Agreement shall be the successful bidder (to whom the work has been awarded) and the Client, Consulate General of India, New York, NY 10065.
- 1.7** For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies any change of address by a separate letter handed over personally/courier or by email to the Consulate General of India, New York, NY 10065. The bidder shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner.
- 1.8** The bidders are required to visit the site to assess the quantum of work involved before submitting the tender. Once the tender is submitted, it will be presumed that the bidder has seen and understood the complete work involved.

2. Scope of Work:

2.1. Sweeping/mopping/dusting/vacuum cleaning of office premises (all office Floors) and basement and sub-basement, office rooms, toilets, lobbies, staircases, lifts, window panes, carpets, office furniture/equipment, entrance and exit areas, drive ways, parking areas and any other place within the premises as directed by the competent authorities from time to time including removal of waste material.

This will include the following:

- a. Housekeeping - Daily cleaning on week days (Monday to Friday) of all office rooms, conference room, common areas, toilets, lobbies, staircase, verandahs, pantries, lifts, glass doors/windows, water fittings and fixtures in the Consulate.
- b. Lobbies/staircases/corridors of the CGI building to be cleaned/ mopped twice a day.
- c. Daily cleaning of basement, sub-basement, entrance and exit areas backside of the premises.
- d. Toilets to be cleaned in the morning, noon and evening.
- e. Cleaning of all glass panes, partitions.
- f. Polishing of signage/nameplates/brass planters to be done once a week or as required.
- g. Daily cleaning of staircase & elevator.
- h. Daily collection and removal of all garbage and its disposal in a hygienic manner, including dumping at designated garbage bins. Garbage trolley should be provided by the Bidder.

- i. Cleaning of any other place within the premises as directed by the competent authorities from time to time including cleaning during special functions/parties organized by Consulate Generals of India within the CGI building.
- j. Bids should include cost of cleaning material including garbage bags, toilet roll, C-fold paper towels, multifold paper, liquid soap, air freshener, brass polish, silver polish, clog destroyers, wet wipes, insect killer, mothballs/urinal cubes etc.
- k. Bids should contain a separate column for deploying cleaning staff on week ends/holidays.
- l. Drainage & Water System - It will be the responsibility of the service provider to clean the drains on a regular basis.
- m. The final authority to increase the number of items mentioned above rests with CGI. Service provider needs to render the upkeep and maintenance services in respect of these increased number of items.
- n. The Contractor shall employ in consultation with the Consulate General of India only those persons who are physically and medically fit and whose antecedents have been verified and cleared by the local police/Administration.
- o. Any other work requested for by the Client during the course of normal working hours.
- p. The workers engaged by the Contractor will be the employees of the Contractor and the CGI will not, in any way, be responsible for any liability/compensation on account of accident, injury or death of workers while performing their work inside the CGI campus.
- q. The Contractor shall ensure compliance of local laws related to the workers engaged for the above-mentioned work.
- r. Removal of snow at front side pedestrian pavement and backside open area during winter.

2.2 The cleaners should be provided with proper working uniforms to be worn during the entire working time, i.e. 0700 hrs to 1500 hrs and 1100 hrs. to 1900 hrs. The Contractor shall provide four full-time cleaners (8 hours each) to work from 0700 hrs to 1900 hrs. No over-time allowance will be admissible. The Contractor shall rotate his staff in such a manner that no employee works for more than eight hours a day.

2.3 Garbage Collection: Garbage will be collected from each room at least twice a day. The collected garbage should be periodically disposed of in accordance with the relevant regulations of the City. No garbage shall be allowed to be accumulated in the complex. Elevator will not be locked off or held on any floor to remove trash or equipment, only staircases will be used. The waste collected shall be segregated and collected in different colored bags for organic & inorganic waste and disposed of as per rules. Garbage trolley should be provided by the bidder.

2.4 The Contractor shall provide all consumable materials of standard quality.

2.5 The contract includes cost of cleaning material supplies. The contractor will provide all Consumable material of standard quality. Detailed List of cleaning material as below:

- i) Garbage bag
- ii) Toilet rolls
- iii) C-Fold Paper Towels.
- iv) Multi fold paper
- v) Liquid Soap
- vi) Air Freshener
- vii) Brass Polish
- viii) Silver Polish
- ix) Clog destroyers
- x) Wet wipes
- xi) Gloves.
- xii) Hand Soap
- xiii) Insect Killer
- xiv) Mothballs/Urinal cube etc.
- xv) Vacuum Cleaners all types- big & small
- xvi) Carpet Steam shampoo vacuum cleaners-big and small

3. MINIMUM ELIGIBILITY CRITERIA

3.1 The following shall be the minimum eligibility criteria for selection of bidders at technical bid stage of the bidding process:-

(a) Legally Valid Entity: The Bidder/Bidding Firm shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the relevant Act or a firm having trade license granted by the US Government/NYC authorities to do business in New York. The proof for supporting the legal validity of the Bidder/Bidding Firm shall be attached with the bid.

(b) Registration: The Bidder/Bidding Firm must have tax registration with the concerned authority. The proof in support of the same shall be attached with the bid documents.

(c) Experience: The Bidder shall have experience in housekeeping services for Embassies / High Commissions / Government Departments / Public Sector Companies / reputed corporate organization / multinational companies.

3.2 Documents supporting the Minimum Eligibility Criteria:

(i) As proof of having fully adhered to the minimum eligibility criteria at 2.1 (a), attested copies of certificates issued by the respective authority should be attached with the bid documents.

(ii) As proof of having fully adhered to minimum eligibility criteria at 3.1(b), copy of tax registration certificate should be attached with the bidding document.

(iii) As proof of having fully adhered to minimum eligibility criteria at 3.1(c), copies of experience certificates for completed work / ongoing work issued by the Foreign Embassies/High Commissions/Government Departments/Public Sector Companies/reputed corporate organization/multinational companies shall be attached with the bidding document.

4. EARNEST MONEY DEPOSIT

4.1 The Earnest Money Deposit of **US\$280** in the form of account Payee Demand Draft/Pay Order issued by any reputed Bank drawn in favour of Consulate General of India, New York has to be submitted along with the bid. The validity of the Demand Draft/Pay Order must be up to 6 (six) months from the last date for submission of bids.

4.2 No request for transfer of any previous deposit of Earnest Money Deposit or Performance Security Deposit or adjustment against any pending bill held by the Client in respect of any previous work shall be entertained.

4.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the government or will render the bidder ineligible to submit bids for contracts with the Consulate General of India, New York, NY.

4.4 The bids without Earnest Money Deposit will be summarily rejected.

4.5 No claim shall lie against the Client in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit i.e. no interest will be payable on EMD.

4.6 The bid security may be forfeited:

(i) If the bidder withdraws his bid during the period of validity of the bids specified by the bidder in the bid form; or

(ii) In case of successful bidder, if the bidder:

(a) fails to sign the contract in accordance with the terms of the tender document;

- (b) fails to furnish required Performance Security Deposit in accordance with the terms of Tender Documents within the time frame specified by the client; or
- (c) Fails or refuses to honour his own quoted prices for the services or part thereof.

5. VALIDITY OF BIDS

- 5.1 Bids shall remain valid and open for acceptance for a period of 180 days from the last date of submission of Bids.
- 5.2 In case, client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- 5.3 The client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.
- 5.4 **PRE-BID MEETING/SITE VISIT:** Interested firms/service agencies may visit the site for visualization and better understanding of the quantum of work during business hours after fixing a prior appointment. A pre-bid meeting will take place on September 12 or September 13, 2024. The site address is Consulate General of India, New York. The bidders may also submit their queries by email on hoc.newyork@mea.gov.in which will also be discussed in the pre-bid meeting.

6 PREPARATION OF BIDS

- 6.1 **Language:** Bids and all accompanying documents shall be in **English** only. The technical as well as the financial bids should be submitted in two sets - one original and one copy.
- 6.2 **Technical Bid:** Technical Bid should be prepared as per the instructions given in the Tender Documents along with all required information, documents in support of the minimum eligibility criteria. **All the documents comprising the Technical Bid shall be put in a separate sealed envelope superscribed as "Envelope A - Technical Bid".** Documents comprising the Bid:
 - a. Technical Bid Submission Form duly signed and printed on Company's letterhead.
 - b. Contact Details Form, duly filled and signed & stamped.
 - c. All attested supporting documents in proof of having fully adhered to minimum eligibility criteria as referred in Section-3 above.
- 6.3 **Earnest Money Deposit:** Earnest Money Deposit of **US\$280** in the form of account payee Demand Draft or Pay Order to be submitted separately in a sealed envelope superscribed as **"Envelope B - Earnest Money Deposit"**.

- 6.4 **Financial Bid:** Bidder shall prepare the Financial Bid in the Price Schedule as provided in the Tender Document. Financial Bid shall be put in a separate sealed envelope superscribed as "**Envelope C- Financial Bid**".

7. SUBMISSION OF BIDS

- 7.1 The Bidding firms have to submit the tenders in two bid system {i.e (i) Technical Bid and (ii) Financial Bid} in the prescribed proforma. Tenders are to be submitted to {Address of Mission/ Post}. All the documents in support of eligibility criteria etc. and other required documents are to be submitted along with the Tender Documents. No Tender Documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances whatsoever.

The tender shall be submitted in sealed envelopes as described below:

ENVELOPE 'A'	Technical bid
ENVELOPE 'B'	EMD (Demand Draft / Pay Order)
ENVELOPE 'C'	Financial Bid

- 7.2 No Bid shall be accepted after the specified date and time. However, the Competent Authority in the Consulate General of India, New York reserves the right to extend the date / time for submission of bids, before opening of the Technical Bids.

8. BID OPENING PROCEDURE

- 8.1 The Technical Bids (Envelope A) shall be opened at Consulate General of India, New York @10am on October 09, 2024 in the presence of bidders or their representatives and the Tender Evaluation Committee constituted by the Competent Authority of the Consulate General of India, New York. After evaluation of Technical Bids, a list of qualified bidders will be prepared by the Consulate General of India, New York. The Financial bids (Envelope 'C') will be opened after opening of technical bids, which will be intimated to the shortlisted bidders, by mail/phone.
- 8.2 Bids shall be declared as valid or Invalid based on the preliminary scrutiny, i.e. on site verification of documents submitted by the bidders by the Tender Evaluation Committee. The financial bids will be opened on result of such scrutiny. However, in case any thing found false or forged in contrary to the documents submitted by the bidder, its bid will be rejected and suitable legal action may be taken.
- 8.3 The Financial Bids of only those bidders, who qualify at Technical Bid stage, shall be opened by the Committee authorized for the purpose. Those bidders who qualify in the technical bid stage, will be intimated through mail/phone about the date for opening of the Financial Bids.
- 8.4 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, the time remaining unaltered.

- 8.5 A letter of authorization shall be submitted by the Bidder's representatives before opening of the Bids.
- 8.6 Absence of bidder or their representative shall not impair the legality of the opening procedures.
- 8.7 After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated to ensure that the bidder meets the minimum eligibility criteria as specified in the Tender Document.

9. CLARIFICATION ON TECHNICAL BID EVALUATION.

- 9.1 The Technical Bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the client shall not be considered. The client's request for clarification and the response shall be in writing.
- 9.2 If a bidder does not provide clarifications of its bid by the date and time set in the client's request for clarification, its bid may be rejected.
- 9.3 Client also reserves the right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder.

10. PERFORMANCE SECURITY (PS):

- 10.1 The successful bidder has to deposit Performance Security which will be a sum equivalent to 5% of the accepted Contract value in favour of Consulate General of India, New York in form of Demand Draft / Pay Order/Bank Guarantee within fifteen days of the acceptance of the Letter of Award (LoA). Performance Security should remain valid for a period of sixty (60) days beyond the date of completion of all contractual obligations of the service provider (SP). In case, the contract is further extended beyond the initial period, the Performance Security will have to be renewed accordingly by the SP. No interest shall be paid on Performance Security.
- 10.2 The Performance Security will be forfeited by order of the Competent Authority in Consulate General of India, New York in the event of any breach or negligence or non observance of any terms & conditions of the contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, portion of the Performance Security, as may be deemed fit by the Client sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of Contractor's bill has been received and examined.

- 10.3 If the Contractor fails to provide the Performance Security within fifteen days of the acceptance of LoA, such failure shall constitute a breach of the contract and the Client shall be free to make other arrangements at the risk, cost and expense of the Contractor.
- 10.4 On due performance and completion of the contract in all respects, the Performance Security will be returned to the SP without any interest on presentation of an absolute 'No Demand Certificate' from the SP and upon return in good condition of any specifications, samples or other property belonging to the client, which may have been issued to the SP, for carrying out work stipulated in the contract.

11. VALIDITY OF CONTRACT

The contract, if awarded, shall be valid for a period of ONE YEAR (01 year). The contract may be extended annually on year to year basis, for further 02 years [maximum tenure 03 years from the date of start of work initially] as per the contract signed on same terms and conditions and same rates, subject to satisfactory services provided by the vendor. In case of breach of contract or in the event of not fulfilling the minimum requirements / statutory requirements, the client shall have the right at any time to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the Contractor and initiating administrative actions for blacklisting etc. solely at the discretion of the competent authority in Mission/ Post.

12. PAYMENTS

- 12.1 After award of work, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the SP towards the AMC.
- 12.2 The prices in the Price Schedule shall be inclusive of all applicable taxes as may be levied by the Government from time to time.
- 12.3 All payments shall be made in US Dollars by means of crossed cheques/ bank transfer in the name of the bidding company.
- 12.4 The Client shall be entitled to deduct in accordance with applicable law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor.
- 12.5 The payment to the workers in accordance to minimum wages prescribed by the local Government along with the statutory compliance Bonus is sole responsibility of the Contractor. In case of revision in minimum wages by the local Government, the same would be absorbed by the service provider. Claim for any escalation shall not be entertained by the Client.
- 12.6 No request for revision/ increase of approved rates during the currency of the contract will be entertained.

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

13. Other Conditions, Force Majeure & Penalty Clause

13.1 The workers so provided should be on the roll of the Company.

13.2 The bidder must have satisfactory arrangements for training of its workers. Confirmation in this regard is to be given.

13.3 The bidder should submit precise profile of its key clients along with details of services provided.

13.4 If any cleaner is absent on a given day, the company will provide a substitute for him otherwise proportionate deductions will be made from the monthly payment.

13.5 In case the Service Provider fails in adhering to the daily cleaning requirements at Mission's/ Post's premises, and Client has to make alternative arrangements for daily cleaning, then Service Provider would reimburse the cost of such arrangements.

13.6 Contractor would be fully responsible for all acts of omission or negligence, dishonesty or misconduct of its employees for work at Mission's/ Post's premises. Contractor would indemnify Client against any compensation/claim and damages etc. due to accident or injury to its employees or death due to accident or otherwise, which may arise out of and during the course of their duties. Client would not be liable to pay any damages or compensation to such cleaners or to any third party.

13.7 In case of any complaint, either as regards the nature of service or as regards the behaviors of cleaners on duty or otherwise, Contractor would be intimated and would be required to take corrective measures promptly.

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

13.9 Client reserves its right to revoke the contract at any time, if the services rendered are not found satisfactory during the period of the contract.

13.10 Client may, by written notice sent to Housekeeping agency, terminate the contract, with a notice period of at least one month, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Client's

convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.

- 13.11 The bidder must have modern equipment(s), latest technical expertise for management of buildings and related facilities, as has been defined in brief scope of work. Machinery, equipment, implements, material and consumables proposed to be used should be clearly indicated. List of equipment owned by the company may also be furnished with the bid.
- 13.12 Any wrong or misleading information will lead to disqualification.
- 13.13 The bidder shall maintain at all times machinery / equipment and other resources required for upkeep and cleanliness of the premises of the Client. The SP will arrange at his own cost additional machinery/ equipment and resources if required by the Client for the purpose.
- 13.14 Client reserves the right to remove any person found unfit.
- 13.15 The bidder would be responsible for all mandatory compliance for social, safety and environmental issues related to the performance of the service provider in the Consulate General of India, New York, NY premises as stated in the eligibility criteria.
- 13.16 The bidder shall deploy adequate manpower, machinery and resources to ensure completion of work as per stipulated operational timings. No over timing shall be allowed to the Contractor in this regard.
- 13.17 Consulate General of India, New York, NY reserves the right to remove any person found unfit.
- 13.18 The bidder would be responsible for all mandatory compliance for social, safety and environmental issues related to the performance of the service provider in the Consulate's premises as stated in the eligibility criteria.

Annexure -1

Format for Submitting the Financial Bid

(To be submitted in a separate sealed cover superscribed as "Envelope C - Financial Bid")

BID No. — — — —

Date:.....

To,

Consulate General of India,
3 East 64 Street,
New York, NY 10065.

FINANCIAL BID

Proforma to be filled up and submitted by the bidder (in English)

1.	Name of the Bidding Agency/ Company	
2.	Address of the Bidding Agency/ Company	
3.	Contact details of the Bidding Agency/ Company	

Break-up of the total cost:

No. of cleaners	Two (2) cleaners from 0700 hrs. to 1500 hrs. and Two (2) cleaners from 1100 hrs. to 1900 hrs. on weekdays.
Wages of cleaners (monthly)	
Total Wages	
Cleaning material charges (if applicable)	
Taxes (if applicable)	
{Any further break-up of monthly charges, if available}	
Total Amount (monthly) (inclusive/ exclusive of taxes)	

Total monthly charges for cleaning services: _____ (incl./ excl. taxes)

Yours faithfully,

(Signature of Authorized Signatory)

Name:

Designation:

Company seal:

Annexure-2

Contract Agreement

CONTRACT/AGREEMENT NO DATED.....

THIS AGREEMENT is made onbetween Consulate General of India, New York (hereinafter referred to as "Client" which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose principal place of office is at 3 East 64th Street, New York NY 10065.

AND

M/s having its registered office at.....
(Hereinafter referred to as "the Contractor") which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing manpower services to Client

NOW THIS AGREEMENT WITNESSTH as follows:

WHEREAS the Client invited bids through open tender, vide Notice Inviting Tender dated ___/___/___ for "providing Housekeeping services at Consulate General of India, New York under Tender No. NYCG/ADM/867/2/2022 dated___/___/___

AND WHEREAS the Contractor submitted his bid in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services to the Client

AND WHEREAS the Client has selected M/s.....as the successful bidder pursuant to the bidding process and negotiation of contract prices, awarded the Letter of Award (LoA) No, to the Contractor on.....for a total sum of.....only for providing cleaning services required at Consulate General of India, 3 East 64 Street, New York NY 10065.

AND WHEREAS the Client desires that the cleaning services (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for carrying out such services at the monthly charges of ___ for an initial period of one year from_to_____, extendable for further two years on yearly basis at the same rates and terms & conditions, subject to satisfactory performance by the Contractor.

AND WHEREAS the Contractor acknowledges that the Client shall enter into contracts with other contractors / parties for the housekeeping services of its premises in case the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard,

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

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

AND WHEREAS the Contractor shall be responsible for payment of Service Tax with Central Excise and Taxation Department. The documentary proof of the same must be submitted within one month of payment of particular bill for the amount of Service Tax Charged in the said bill.

AND WHEREAS the Client and the Contractor agree as follows:

In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement. (This Agreement shall prevail over all other Contract documents) :-

The Letter of Award (LoA) issued by the Client;

Letter of Acceptance by the Contractor;

The complete Bid, as submitted by the Contractor;

The Tender Document No. _____ dated _____

The Addenda, if any, issued by the Client;

Any other documents forming part of this Contract Agreement till date;

(Performance Bank Guarantee, Bank Guarantee);

Charges - Schedule annexed to this Article of Agreement;

Supplementary Agreements executed from time to time;

A. SCOPE OF WORK.

Sweeping/ Mopping. Dusting/ Vacuum Cleaning of offices premises (Floors 1 to 5) and basement and sub-basement, office rooms, toilets, lobbies, Staircases, lifts, window panes, carpets, office furniture/ equipment, entrance and exit area, drive ways, parking area and any other place within the premises and directed by the competent authorities from time to time including removal of waste material.

This will include the following;

1. Housekeeping- Daily cleaning on week days (Monday to Friday) of all the office room, Conference room, Common areas, Toilets, lobbies, Staircase, Verandahs, pantries, lifts, glass Door/ window, water fitting and fixtures in the consulate.
2. Lobbies/Staircases/Corridors of the CGI building will be cleaned/ mopped twice a day.
3. Daily cleaning of basement, Sub basement, entrance and exit areas backside of premises.
4. Toilets will be cleaned in the morning, noon and evening.

5. Cleaning of all Glass, Panes, Partitions.
6. Polishing of Signage/Nameplates/brass planters will be done once a week or as required.
7. Daily cleaning of staircase & elevator. Shoveling & cleaning of Snow during winter season Outside of Chancery Building.
8. Daily collection and removal of all garbage and its disposal in a hygienic manner, including dumping at designated garbage bins. Garbage trolley is provided the Bidder.
9. Cleaning of any other places within the premises as directed by the competent authorities from time to time including cleaning during special functions/parties organized by consulate of India Within the CGI building

B. SUPPLIES:

The contract includes cost of cleaning material supplies. The contractor will provide all Consumable material of standard quality. This will include the following:

- i) Garbage bag
- ii) Toilet rolls
- iii) C-Fold Paper Towels.
- iv) Multi fold paper
- v) Liquid Soap
- vi) Air Freshener
- vii) Brass Polish
- viii) Silver Polish
- ix) Clog destroyers
- x) Wet wipes
- xi) Gloves.
- xii) Hand Soap
- xiii) Insect Killer
- xiv) Mothballs/Urinal cube etc.
- xv) Vacuum Cleaners all types- big & small
- xvi) Carpet Steam shampoo vacuum cleaners-big and small

1. WORK SCHEDULE

The contractor will provide with proper working uniforms to be worn during the entire working time i.e. 0700 hrs 1900 hrs. Two cleaners will remain available during the entire shift from 0700 to 1900 hrs on every working day. No overtime allowance is admissible. The contractor will rotate his staff in such manner that no employee work for more than 8 hrs a day.

2. GARBAGE COLLECTIONS

Garbage will be collected from each room at least twice a day. The collected garbage will be periodically disposed of in accordance with the relevant regulations of the city. No garbage will be allowed to be accumulated in the complex. Elevator will not be locked off or held on any floor to remove trash or equipment, only, stair case will be used. The waste collected shall be segregated and collected in different colored bags for organic & inorganic waste and disposed of as per rules. Garbage trolley/tote will be provided by contractor.

3. VALIDITY OF CONTRACT

The renewal contract is validated from ----- to ----- The contract may be extended for further 1 year as per the contract signed on the same terms & conditions and same rates subject to satisfactory services provided by contractor. However, on revision of minimum wages, Contractor may request in writing for enhancement of minimum wages, which shall be considered and agreed, if found reasonable by the Client. In case of breach of contract or in the event of not fulfilling the maximum requirement/ Statutory requirement, the client shall have the right at any time to terminate the contract forthwith in addition to initiating administrative actions for blacklisting, etc. solely at the discretion of the competent authority in consulate.

4. PAYMENTS

The contractor shall be paid on monthly basis for the service rendered in the preceding month. The billing cycle will be 1st of every month to the last day of the month. The contractor will be submit correct invoice in the terms of quality and commercial aspects within 10 days of the succeeding month and payment will be released within 30 days of the submission of the invoice.

This will include the following:

1. All the payment shall be made in US dollars by means of check or ACH.
 - a. The client shall be entitled to deduct in accordance within applicable law, income tax or Withholding tax or other deduction (as the case may be) from any payment made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the contractor.
 - b) The payment to be workers in accordance to minimum wages, prescribed by the US Government in the sole responsibilities of the contractor. In case of revision in minimum wages by US Government the same would be absorbed by the consulate. Claim for any other escalation shall not be entitled by the consulate
 - c) No payment shall be made in advance nor will any loan from any bank or financial institution be Recommended on the basis of the order of award of work.
 - d) Consulate can ask proof of payment for the workers employed by the contractor.

6. OTHER CONDITIONS, FORCE MAJEURE & PENALTY CLAUSE

Contractor would be fully responsible for all the acts of omission or negligence dishonesty or misconducts of its employee for work at consulate premises. The contractor would indemnify consulate against any compensation/claim of damage etc. due to accident or injury to its employees or death due to accident or otherwise, which may arise out of and during the course of their duties. Consulate would not be liable to pay any damage or compensation to such cleaner or to any third party.

- a. If any cleaner is absent on a given day, the company will provide a substitute for him/her falling which proportionate deduction will be made from monthly payment.
- b. In case the contractor fails in adhering the daily cleaning requirement at mission's premises and consulate has to make alternative arrangements for daily cleaning, then contractor would be reimburse the cost of such arrangements.
- c. In case of any complaint, either with regard to the nature of service or to the behavior cleaners on duty or otherwise, Contractor would be intimated and would be required to take corrective measure promptly.
- d. Consulate General of India reserves its right to revoke the contract at any time, if the contractor is not found satisfactory during the period of contract.
- e. Consulate may, by written notice sent to contractor to terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the convenience, the extent to which performance of work under the contract is terminated and the date from which such termination becomes effective.
- f. Additional staff required other than specified shall be obtained on pro rate basis.
- g. Consulate reserves the right to remove any worker found unfit.
- h. Contractor is fully responsible for all mandatory compliance for social, safety and Environmental issues related to the performance of the contractor in the consulates premises as stated in the contract.

There will be no mid-term escalation in the contract rate during the entire contract period. Claim for any escalation on account of minimum wages and any other statutory obligations, or otherwise also, during the entire period of the contract, shall not be entertained by the Consulate General of India, New York. The payment to the workers in accordance to minimum wages prescribed by the US Government labor laws, along with other statutory payments, is the sole responsibility of the Contractor.

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

This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.

IN WITNESS WHEREOF the parties here to have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor

**Signed on Behalf of
Consulate General of India, New York**

(Authorized Signatory)

(Authorized Signatory)

Annexure-3

PROFORMA OF BANK GUARANTEE
(on non-judicial paper of appropriate value)

To,
Consulate General of India,
3 East 64 Street, New York NY 10065.

BANK GUARANTEES NO:

DATE:

Dear Sir(S)

This has reference to the Work Order No. _____ Dated _____ having been placed by Consulate General of India, New York with M/s (Name & Address of Contractor) for _____ .

The conditions of this order provide that the Contractor shall,

- a. Arrange to carry out the services listed in the said order by the Client, as per details given in said order, and
- b. Arrange for the service support and provide the items to the Client on site as per the work order and bid documents.

M/s (Name of Contractor) has accepted the said work order with the terms and conditions stipulated therein and have agreed to issue the performance bank guarantee on their part, towards promises and assurance of their contractual obligations vide the work order No. _____ M/s. (name of Contractor) holds a current account with us and has approached us and at their request and in consideration of the promises, we hereby furnish such guarantees as mentioned hereinafter.

Consulate General of India, New York shall be at liberty without reference to the Bank and without affecting the full liability of the Bank here under to take any other undertaking of security in respect of the Contractor's obligations and /or liabilities under or in connection with the said contract or to vary the terms vis-a-vis the Contractor or the said contract or to grant time and or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices or the total contract value or to forebear from enforcement of all or any of the obligations of the Contractor under the said contract and/or the remedies of the Consulate General of India, New York under any security(ies) now, or hereafter held by the Consulate General of India, New York and no such dealing(s) with the Contractor or release or forbearance whatsoever shall have the effect of releasing the bank from its full liability of the Consulate General of India, New York here under or of prejudicing right of the Consulate General of India, New York against the bank.

This undertaking guarantee shall be a continuing undertaking guarantee and shall remain valid and irrevocable for all claims of the Consulate General of India, New York and liabilities of the Contractor arising up to and until date Your right to recover the said sum of _____ only) from us in manner aforesaid will not be affected/or suspended by reason of the fact that any dispute or disputes have been raised the said M/s _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or Arbitrator.

Our liability under this guarantee is restricted to _____ (_____ Only) Our guarantee shall remain in force until unless a suit action to enforce a claim under guarantee is filed against us within six months from (which is date of expiry of guarantee) all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

We have power to issue this guarantee in your favour under Memorandum and Articles of Association of our Bank and the undersigned has full power to do under the power of Attorney dated.....

Notwithstanding anything contained herein:

- 1 Our liability under this guarantee shall not exceed (in words)
- 2 This bank guarantee shall be valid up to.....& unless a suit for action to enforce a claim under guarantee is filed against us within six months from the date of expiry of guarantee. All your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there after i.e. after six months from the date of expiry of this Bank guarantee.
- 3 We are liable to pay the guaranteed amount or any parts thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before
- 4 The Bank guarantee will expire on

Granted by the Bank

Yours faithfully,

For (Name of Bank)

SEAL OF THE BANK
Authorized

Signatory

Annexure-4

CONTACT DETAILS FORM

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 ID	
Telephone No.	
Fax No.	
Year of Incorporation	
Registration No.	
Service tax no.	
Registered Office & Address	
Branch offices (with address and Contact details) if any	
Average Annual turnover in the <i>last five</i> financial years	
Total Staff Strength with Nationality of Employees	
Total Technical staff percentage	
Nationality of Staff working in Company and to be deputed for work (National of India or friendly country)	

DETAILS ABOUT KEY PERSONNEL OF THE BIDDING COMPANY

(With ID proof/supporting documents)1.

2.

3.

4.

Annexure-5

CHECKLIST

Sl. No.	PARTICULARS	YES/NO
1	Have you filled and submitted all forms (i) Technical bid, (ii) Financial bid, (iii) Contact detail form and (iv) Checklist?	
2	Have you read and understood various conditions of the Contract and shall abide by them?	
TECHNICAL BID		
3	Legal Valid Entity: Have you attached the certificate issued by competent authority?	
4	Tax Registration Certificate	
5	Experience: Have you attached the experience certificates issued by Organizations / Government Departments / Embassies?	
6	Have you submitted the proof of authorization to sign on behalf of the bidder in the Technical Bid?	
7	Have your Technical Bid been prepared as per the requirements of the Tender?	
FINANCIAL BID		
8	Have your financial Bid proposal duly filled in as per instructions?	
9	Have you quoted prices against each of the category, i.e. manpower, material & equipment?	
10	Have you provided cost break ups for all components in the Financial bid?	
11	Have you attended pre-bid site visit/briefing?	

Note: The above must be filled, signed and submitted along with the bid.

Signature of the authorized signatory of the Bidder
with seal of the firm/company

Name:

Mob No.

Date: