

NYCG/Adm/867/4/2017
Consulate General of India
New York

22 November 2019

NOTICE INVITING TENDER

Consulate General of India, New York invites Tender from registered and authorized firms/agencies for providing Housekeeping services required at the CGI building, 3 East 64th Street, New York 10065 as per details given in the tender documents.

2. The tender documents are available at: <http://www.eprocure.gov.in> and CGI's website www.indiainnewyork.gov.in up to December 11, 2019.

3. Interested service providers/firms may submit the tenders to Head of Chancery, Consulate General of India, 3 East 64th Street, New York 10065. All necessary documents including those in support of eligibility criteria etc. Consulate General of India reserves the right to reject any or all the bids without assigning any reason and the decision of the competent authority of the Consulate shall be final and binding.

(Jaideep)
Head of Chancery

Section-1: INSTRUCTIONS TO THE BIDDERS

1. GENERAL INSTRUCTIONS

1.1 For the Bidding / Tender Document Purposes, the Consulate General of India, New York 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 documents can be downloaded from the websites of <http://www.eprocure.gov.in> OR <http://www.indiainnewyork.gov.in> up to December 11, 2019.

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 a copy of the authorization letter / Power of Attorney as proof of authorization for signing on behalf of the Bidder.

1.6 The bidding company may be a Limited/Private Limited Company registered under the relevant Acts. Bidding in the form of JV Consortium is not permitted.

1.7 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.

1.8 For all purposes of the contract including arbitration thereunder, the address of the bidder mentioned in the bid shall be final unless the bidder notifies any change of address by a separate letter sent to the CGI, New York. The bidder shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner.

2. MINIMUM ELIGIBILITY CRITERIA

2.1 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.

2.2 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 2.1(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 2.1(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.
- (vi) Copy of manpower wages roll in support of available manpower in respect of the previous four quarters shall be attached with the bidding documents.

3. No Bid shall be accepted after the specified date and time. However, the Competent Authority in the CGI, reserves the right to extend the date / time for submission of bids, before opening of the Technical Bids.

4. VALIDITY OF CONTRACT

The contract, if awarded, shall be valid for a period of TWO YEAR (02 years). The contract may be extended for further 01 year [maximum tenure 03 years from the date of start of initial work] 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 Consulate.

5. PAYMENTS

5.1 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 Service Provider for the cleaning services.

5.2 The prices in the Price Schedule shall be inclusive of all applicable taxes as may be levied by the Government from time to time.

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

5.4 All payments shall be made in US Dollars by means of checks in the name of the bidding company.

5.5 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.

5.6 The payment to the workers in accordance to minimum wages prescribed by the US Government is the sole responsibility of the Service Provider. In case of revision in minimum wages by the US Government, the same would be absorbed by the Consulate. Claim for any other escalation shall not be entertained by the Consulate.

5.7 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.

5.8 Consulate can ask proof of payment for the workers employed by the Contractor.

6. Other Conditions, Force Majeure & Penalty Clause

6.1 The workers so provided should be on the roll of the Company and their antecedents should be pre-verified by the Police authorities. **A copy of the verification of each worker shall be submitted to the Consulate General of India before deployment for work at the CGI building.**

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

6.3 The Company should submit precise profile of its key clients along with details of services provided.

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

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

6.6 Service Provider would be fully responsible for all acts of omission or negligence, dishonesty or misconduct of its employees for work at Consulate's premises. Service Provider would indemnify Consulate 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. Consulate would not be liable to pay any damages or compensation to such cleaners or to any third party.

6.7 In case of any complaint, either with regard to the nature of service or to the behavior of cleaners on duty or otherwise, Service Provider would be intimated and would be required to take corrective measures promptly.

6.8 Consulate General of India 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 CGI in this regard shall be final and binding on all.

6.9 Financial Bids should be valid for four months (120 days) from the date of opening. The Financial Bids would be opened by the authorized officers in the presence of representatives of the firms present at the time of opening of the tenders. The date, time and venue of opening of bids will be intimated to the companies.

6.10 Consulate General of India reserves its right to revoke the contract at any time, if the services rendered are not found satisfactory during the period of the contract.

6.11 The CGI may, by written notice sent to Housekeeping agency, 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 CGI's convenience, the extent to which performance of work under the contract is terminated and the date from which such termination becomes effective.

6.12 The bidder must have modern equipments, 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 equipments owned by the company may also be furnished with the bid.

6.13 The employees of the bidder deployed at Consulate's premises should have bank accounts and the company should be ready to provide proof of payment of salary to each employee through these bank accounts. The bidder will have to ensure compliance of all mandatory labour laws/regulations laid down by the US Government. This will include payment of minimum wages and other benefits like bonus, leave, cost of uniform, etc., to each employee.

6.14 Any wrong or misleading information will lead to disqualification.

6.15 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.

6.16 Should any new areas of work not envisaged as being part of this tender document be added, the prices for the new areas of work shall be mutually agreed upon between the Client and the bidder based on the actual rate analysis or as per the prevailing rates as agreed in this tender document, provided such additional work involves additional working hours.

6.17 Additional staff required other than specified shall be obtained on pro-rate basis.

6.18 Consulate reserves the right to remove any person found unfit.

6.19 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.

Section-2: Scope of Work:

1.1 Sweeping/mopping/dusting/vacuum cleaning of office premises (Floors 1-5) 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 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. Shoveling & cleaning of Snow during winter season outside the Chancery Building.
- 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 rolls, 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 weekends/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.

1.2 The cleaners should be provided with proper working uniforms to be worn during the entire working time, i.e. 0700 hrs to 1900 hrs. The Contractor shall provide two part-time cleaners to work from 0700 hrs to 1100 hrs and two full-time cleaners to work from 1100 hrs to 1900 hrs. The full-time cleaners should preferably be males. If not, one male and one female. 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.

1.3 **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 stair cases 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.

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

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CONTACT DETAILS FORM

DETAILS OF BIDDER

Sl.No.	Name of the Company	
1	Name and designation of the owner / MD	
2	Communication address	
3	Phone no. / mobile no.	
4	Fax	
5	E-mail	

DETAILS OF THE BIDDER'S REPRESENTATIVE

Sl.No.	Particulars	
1	Name of the representative	
2	Designation	
3	Phone No.	
4	Mobile No.	
5	Email	

Contract Agreement

THIS AGREEMENT is made onbetween Consulate General of India to the UN, 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 of the One Part,

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 housekeeping services to the Client.

NOW THIS AGREEMENT WITNESSTH as follows:

WHEREAS the Client invited bids through open tender, vide Notice Inviting Tender dated 22 November, 2019 for providing Housekeeping services at Consulate General of India, New York under Tender No. NYCG/Adm/867/4/2019 dated 22 November, 2019;

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 ("the Contractor") pursuant to the bidding process and negotiation of contract prices, awarded the Letter of Acceptance (LoA) No....., to the Contractor on.....for a total sum of.....[US\$.....Only] for providing housekeeping services at Consulate General of India to the UN, New York;

AND WHEREAS the Client desires that the housekeeping (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.

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 all taxes. 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 Acceptance (LoA) issued by the Client;
- Notice to Proceed (NTP) issued by the Client;
- The complete Bid, as submitted by the Contractor;
- The Addenda, if any, issued by the Client;
- Any other documents forming part of this Contract Agreement till date;
- Performance Security, Bank Guarantee;
- Charges - Schedule annexed to this Agreement;
- Supplementary Agreements executed from time to time.
- 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 a part of this Contract Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day, month and year indicated above.

Signed on behalf of the Contractor
(Authorized Signatory)

Signed on Behalf of
Consulate General of India
(Authorized Signatory)

Seal:

Seal: