

**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 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 August 31, 2023.

3. Interested service providers/firms may submit the tenders under the two-bid system [i.e (i) technical Bid and (ii) Financial Bid]. Tenders are to be submitted 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. (except the Financial Bid) are to be submitted along with the Technical Bid in a **sealed** envelope. The Financial Bid will be submitted in a **separate sealed** envelope. The last date of submission of the bid is August 31, 2023.

4. The Technical Bids will be opened on August 31, 2023 by a Committee authorized by the Consulate General of India. The financial bids of only those bidders, who qualify the Technical Bid stage, shall be opened by the Committee. The pre-bid site visit to assess the job requirement /quantum of work involved may be conducted between 1100-1200 hrs & 1400-1600 hrs on any working day from July 17, 2023 to July 31, 2023 after scheduling prior appointment. Please send an e-mail to "hoc.newyork@mea.gov.in" or contact via telephone number (212)-774-0615 to schedule appointment.

5. 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.

(Suman Singh)
Head of Chancery

TECHNICAL PROPOSAL SUBMISSION FORM

(To be printed on Bidder's letterhead)

Dated: _____

LETTER OF BID

To

Ms. Suman Singh
Head of Chancery
Consulate General of India
New York 10065

Ref: Invitation for Bid No. CGI/NY/867/2/2022

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 providing housekeeping services for Consulate General of India, New York.
3. Our bid shall be valid for a period of 120 days from the last date for the bid submission and shall remain binding upon us and may be 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
Full Name and Designation
(Authorized person shall attach a copy of Authorization for signing on behalf of Bidding company)

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@mea.gov.in> up to August 31, 2023 (up to 1730 hrs).

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.

1.5 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 or any other requirements stipulated in the tender documents are liable to be rejected.

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.

3. VALIDITY OF BIDS

3.1 Bids shall remain valid and open for acceptance for a period of 120 days from the last date of submission of bids.

3.2 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.

3.3 The client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

4. PREPARATION OF BIDS

4.1 Language: Bids and all accompanying documents shall be in English only.

4.2 **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. Documents comprising the Bid:

a. Technical Bid Submission Form duly signed and printed on Company's letterhead.

b. Contact Details Form, duly filled, signed & stamped.

c. All supporting document in proof of having fully adhered to minimum eligibility criteria as mentioned in Section-2 above.

The Technical Bid along with all the required documents as mentioned in the Tender Documents shall be attached with bid documents.

| Cover-I (Technical Bid) (following documents to be attached) | | |
|--|--|--------|
| Sl. No. | Document | Yes/No |
| 1 | Contact Details Form (Form-I) | |
| 2 | Certified copies of Registration/Incorporation particulars of Company/Firm from appropriate authorities | |
| 3 | Certified copies tax registration | |
| 4 | Proof of minimum experience of completion of works of similar nature in Foreign Embassies/ High Commissions / Government Departments / Public Sector Companies / reputed corporate Organizations / multinational companies | |
| 5 | Power of Attorney/Authorization for signing the bid documents | |
| 6 | Detailed scope of work to be performed | |

5. **Financial Bid:** Bidder shall prepare the financial Bid in the Price Schedule as provided in the Tender Document. The Financial Bid shall be sent in a separate sealed envelope along with the bid documents.

6. SUBMISSION OF BIDS

6.1 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 Head of Chancery, Consulate General of India, New York. All 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' Tender Documents (Technical bid)

ENVELOPE 'B' Financial Bid (Section-3)

Other enclosures as required in this tender.

The envelopes containing "A", "B" of offers shall be duly super-scribed with Name of Work and these Envelopes A, B are to be put in another envelope & sealed. The name of work should be written on top of all the envelopes. Technical bids envelope shall be opened in the presence of bidders or their representatives. After evaluation of Technical Bids on site, a list of qualified bidders will be prepared by the Committee. Opening of financial bid (Envelope 'B') will be undertaken subsequently, the

date & time of which will be communicated to those who have qualified the technical bid stage.

6.2 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.

7. BID OPENING PROCEDURE

7.1 The Technical Bids shall be opened in the CGI on July 31, 2023 at 0900 hrs before the Committee in the presence of such bidders, who may wish to be present themselves personally or through their representatives.

7.2 The Financial Bids of only those bidders, who qualify at Technical Bid stage, shall be opened by the Committee authorized for the purpose.

7.3 A letter of authorization shall be submitted by the Bidder's representatives before opening of the Bids.

7.4 Absence of bidder or their representative shall not impair the legality of the opening procedures.

7.5 After opening of the Technical Bids, the technical bids shall be evaluated to ensure that the bidder meets the minimum eligibility criteria as specified in the Tender Document.

7.6 Bids shall be declared as valid or invalid based on preliminary scrutiny by the Tender Opening Committee, i.e. after on-site verification of documents submitted by the bidders. The financial bids shall be opened subsequently. However, in case anything 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.

7.7 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. CLARIFICATION ON TECHNICAL BID EVALUATION

8.1 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.

8.2 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.

8.3 Client also reserves the right to seek confirmation/clarification from the issuing agency, on the supporting documents submitted by the bidder as per clause 2.2.

9. PERFORMANCE SECURITY (PS):

9.1 The successful bidder shall deposit Performance Security which will be a sum equivalent to 10% of the accepted contract value in favor of Consulate General of India, New York, payable at New York in the form of Cashier's Check. In case the contract is further extended beyond the initial period, the Performance Security shall be renewed accordingly by the Service Provider. No interest shall be paid on Performance Security.

9.2 The Performance Security will be forfeited by order of the Competent Authority in the Consulate 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 Consulate 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 SP's bill has been received and examined.

9.3 If the Contractor fails to provide the Performance Security, such failure shall constitute a breach of the contract and the CGI shall be free to make other arrangements at the risk, cost and expense of the Contractor.

9.4 On due performance and completion of the contract in all respects, the Performance Security will be returned to the Service Provider without any interest on presentation of an absolute 'No Demand Certificate' from the Service Provider and upon return in good condition of any specifications, samples or other property belonging to the client, which may have been issued to the Service Provider, for carrying out work stipulated in the contract.

10. VALIDITY OF CONTRACT

The contract, if awarded, shall be valid for a period of ONE YEAR (01 year). The contract may be extended on year-to-year basis, for further 02 years [maximum tenure 03 years from the date of start of initial work] as per the contract signed on same terms and conditions, 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.

11. PAYMENTS

11.1 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.

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

11.3 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.

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

11.5 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.

11.6 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 Ministry.

11.7 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.

12. Other Conditions, Force Majeure & Penalty Clause

12.1 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.

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

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

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

12.5 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.

12.6 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.

12.7 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.

12.8 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.

12.9 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.

12.10 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.

12.11 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.

12.12 The bidder must have modern equipment, 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.

12.13 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 labor 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.

12.14 Any wrong or misleading information will lead to disqualification.

12.15 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.

12.16 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.

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

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

12.19 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 (all five Floors from 1st to 5th) 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.
- 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 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.
- r. Removal of snow at front side pedestrian pavement and backside open area during winter.

1.2 The cleaners should be provided with proper working uniforms to be worn during the entire working time, i.e. 0700 hrs 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.

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.

* * * * *

Section-3: Financial Bid

FINANCIAL BID

| Sl.No. | Description | Personnel | Cost per month (US\$) |
|--------|--|---|-----------------------|
| 1 | Comprehensive Cleaning of the CGI Building on weekdays and disposal of garbage, clearing the garbage from rooms (Monday to Friday) (Including all cleaning material/ equipment and other supplies (toilet tissues, c-fold towels, soft-soap, air-freshener, moth balls, etc.) | Four full-time cleaners (8-hours each) to work from 0700 hrs. to 1900 hrs. on weekdays. | |

Annual costing for the above items (Monthly value X 12) =

- (i) Payments shall be made by the Client as per the terms and conditions of the Tender Documents;
- (ii) Prices shall be valid for a period of one year. 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.
- (iii) **The price quoted shall be for weekdays of the month.** A separate quote is to be given for providing manpower/services on weekend/holiday.
- (iv) The quoted amount shall be inclusive of all charges. It shall also include cost of training, uniform etc.
- (v) The Client being a diplomatic Consulate, no taxes shall be charged.

CHECK LIST

| 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: _____

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 on ----- to renew the housekeeping contract between **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** 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 WITNESS 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/Admn/867/4/2021 Dated -----

AND WHEREAS the Contractor submitted bid in accordance with the procedure mentioned along with the bid documents and represented therein that is full fills all 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 binder (The Contractor) pursuant to the bidding process and negotiation of contract prices awarded the Letter of Acceptance (LOA) No. ----- to the Contractor of dated..... for a total sum of \$-----per month (US \$ ----- only) for providing housekeeping services at Consulate General of India, New York.

AND WHEREAS the Client desires that the housekeeping (as defined in the Bidding Documents) to be provided, Performed executed and completed by the Contractor and wishes to appoint the Contractor for carrying out such services.

AND WHEREAS the Contractor acknowledge that the Client shall enter into contract 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 the regards.

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 terms and conditions as stipulated in the Tender Documents for providing housekeeping services in the Client's premises, falling which 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 will be submitted within one month of payment of particular bill for the amount of services Tax charged in the said bill

AND WHEREAS the Client and the Contractor agreed as follows:-

In this agreement (including the recitals) capitalized word and expressions shall have the same meaning 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)

1. The letter of Acceptance (LOA) issue by the Client;
2. Notice to proceed (NTP) issued by the Client;
3. The complete Bid, as submitted by the Contractor;
4. Any other documents forming part of this Contract Agreement till date;
5. Performance Security annexed to this Agreement;
6. Supplementary Agreements executed from time to time;
7. Any changes/modification/amendments required to be incorporated in the Contract Agreement at a later state shall be discussed an mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form a partof this contract agreement.

AND WHEREAS the Client and the Contractor agreed as follows:-

A. SCOPE OF WORK:

Sweeping/ Mopping. Dusting/ Vacuum Cleaning of offices premises (Floors1 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 be provide all Consumable material of standard quality

This will include the following:

Garbage bag

Toilet rolls

C-Fold Paper Towels.

Multifold paper
Liquid Soap
Air Freshener
Brass Polish
Silver Polish
Clog destroyers
Wet wipes
Gloves.
Hand Soap
Insect Killer
Mothballs/Urinal cube
etc.

2. 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.

3. 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 will be provided by contractor

4. 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.

5. PAYMENTS

6.

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 intuition be Recommend or 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 of 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 reserve 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.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to 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: