

No. HOU/867/01/2020
Consulate General of India
Houston

Bid Notice No. 02/2024

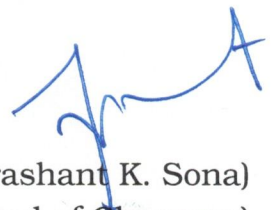
September 30, 2024

The Consulate General of India invites 'Proposal for Cleaning services at 4300 Scotland Street, Houston, Texas- 77007 (as and when required).

2. Embassy's website <https://cgihouston.gov.in> and Central Procurement Portal (CPP) at <https://eprocure.gov.in/cppp/> may also be referred to for complete details, scope of work, and conditions of eligibility.

3. The bids should be submitted in three sealed envelopes {Envelope-A "Technical Bid Documents", Envelope-B "Earnest Money Deposit" through a cheque, banker's cheque or Demand draft for US\$ 400.00 in favour of "Consulate General of India, Houston" or signed copy of "Annexure 6", and Envelope-C "Financial Bid Documents". Three envelopes containing "A", "B" & "C" shall be duly superscripted with above titles and put in another sealed envelope superscripted with the title 'Proposal for Cleaning services at 4300 Scotland Street, Houston, Texas- 77007 (as and when required).

4. Last date for receipt of bids is October ²²~~21~~, 2024 at 1600 hours (CST).



(Prashant K. Sona)
Consul(Head of Chancery)

Email: hoc.houston@mea.gov.in



**Tender for Annual Maintenance Contract for
Housekeeping/Cleaning services at
Consulate General of India, Houston**

TENDER NO. 02/ 2024

Dated : September 30, 2024

Last date for submission of bid: 22 October, 2024

**Consulate General of India
4300, Scotland Street, Houston
Texas- 77007**

**Consulate General of India
Houston**

NOTICE INVITING TENDER

Consulate General of India, Houston invites Tender under two-bid system from registered and authorized firms/agencies for providing Housekeeping services required at the CGI building, 4300 Scotland St., Houston 77007 as per details given in the tender documents.

2. 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, 4300 Scotland St., Houston 77007. 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 October 22, 2024.

3. The Earnest Money Deposit (EMD) of USD 400/- in the form of Account Payee Demand Draft/Pay Order drawn in favour of “ Consulate General of India, Houston” or Annexure VI is required to be submitted along with tender bids.

4. The Technical Bids will be opened on October 23, 2024 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 October 07, 2024 to October 10, 2024 after scheduling prior appointment. Please send an e-mail to "hoc.houston@mea.gov.in."

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

6. 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.

(Prashant K Sona)
Head of Chancery

TECHNICAL PROPOSAL SUBMISSION FORM

(To be printed on Bidder's letterhead)

Dated: _____

LETTER OF BID

To

Mr. Prashant K Sona
Head of Chancery
Consulate General of India
Houston 77007

Ref: Invitation for Bid No.

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, Houston.

3. Our bid shall be valid for a period of 180 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-I: INSTRUCTIONS TO THE BIDDERS

DATES TO REMEMBER

<u>Events</u>	<u>Date</u>
Notice Inviting Tender	September 30 ,2024
Starting date of Tender submission	October 02, 2024
Site visit	October 07 to October 10, 2024
Pre-bid meeting	October 11, 2024
Last date of Tender Submission	October 22, 2024
Opening of Technical Bids	October 23, 2024
Opening of Financial Bids (of only those who qualify in the minimum eligibility criteria)	October 23, 2024

1. GENERAL INSTRUCTIONS

1.1 For the Bidding / Tender Document Purposes, the Consulate General of India, Houston 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.cgihouston@mea.gov.in> up to October 22, 2024 (up to 1600 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, 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, Houston.

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 sent to the CGI, Houston. 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 (both floors), 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) Carpet - Vacuum carpet of all offices, common areas, multipurpose hall and rugs- mats with edges & corners.
- b) Tiled floor - damp mop all hard floor areas of entrance foyer, entrance lobby and toilets with disinfectant.
- c) Entrance – below entrance area at parking level. (Blower provided)
- d) Lift – Vacuum clean & dust lift area
- e) Reception
 - Dust all display units.
 - Clean & disinfect interior /exterior of main glass door.
 - Clean & sanitize countertop.
 - vacuum upholstered furniture.
- f) Offices / Cubicles (no of offices 23) + Consular Hall
 - Dust all fixtures, furniture's, display units, door frames & window ledges
 - Clean & sanitize all tabletops.
 - Empty ant wastepaper receptacles, replace liner, take trash to dumpster.
- g) Pantry area
 - Clean & disinfect exterior of all appliances.
 - Clean & disinfect counter /tables.
 - Clean & disinfect sinks.
- h) Multipurpose Hall (20'X80')

- Dust all fixtures, furniture, display units, door frames & window ledges Vacuum all carpet area.

i) Restroom

- Clean & disinfect wash basins, toilets, dispensers, & fixtures
- Clean & disinfect floors.
- Clean mirrors
- Spot clean walls around toilets & wash basins.
- Replenish paper products, hand soap, and feminine napkins.

j) Staircases

- Vacuum all the carpet area of trade.
- Dusting of handrails, bars, riser, and trade

k) Weekly dusting of picture frames and office shelves

l) Dust all walls, doors, window frames and glass areas- Spot clean all interior windows ones a week.

m) General Notes

- remove all building trash to designated dumpster.
- keep areas surrounding dumpster clean any debris.
- outside trash receptacles will be discarded only if marked as trash
- secure all designated interior doors after cleaning.
- furniture shall be straightened and returned to its original position. Report any noticeable malfunctioning fixtures to building management. Clean air vent monthly.

2.2 Timings

Morning (8:30 am to 10:30 am) and **Afternoon (3 PM to 4 PM)**
Monday to Friday. There will be at least two people engaged to undertaking the cleaning work. (6 man hours per day).

2.3 The cleaners should be provided with proper working uniforms to be worn during the entire working time.

3. MINIMUM ELIGIBILITY CRITERIA

3.1 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/Houston authorities to do business in Houston. The proof for supporting the legal validity of the Bidder/Bidding Firm shall be attached with the bid.

3.2 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 document.

4.

3.3 Experience: The Bidder shall have experience of at least 3 years in providing commercial cleaning/housekeeping services. Should have one Government Premises/Embassy/Diplomatic Organisation/ MNCs/ reputed corporate organization as its client.

3.4 Should not have barred or blacklisted by any organisation in USA, or by the Government of India.

4. EARNEST MONEY DEPOSIT

4.1 The Earnest Money Deposit of USD 400/- in the form of account Pay Order/Demand Draft/Cashier's Cheque issued by any reputed Bank drawn in favour of "Consulate General of India" has to be submitted along with the bid. The validity of the Pay Order/Demand Draft/Cashier's Cheque 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, Houston.

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 120 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 1100-1200 hrs & 1400-1600 hrs on any working day from October 07, 2024 to October 10, 2024 after scheduling prior appointment. Please send an e-mail to "hoc.houston@mea.gov.in" for fixing a prior appointment. A pre-bid meeting will take place on **October 11, 2024**. The site address is 4300 Scotland Street, Houston, Texas 77007. The bidders may also submit their queries by email on the aforementioned email IDs 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.

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, signed & stamped.
- c. All attested supporting document in proof of having fully adhered to minimum eligibility criteria as mentioned in Section-3 above.

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

6.3 **Earnest Money Deposit:** Earnest Money Deposit of USD 400/- in the form of Cashier's Cheque/ Demand Draft/ Money 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. The Financial Bid shall be sent 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 Head of Chancery, Consulate General of India, 4300 Scotland St., Houston, Texas-77007. 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"	EMD (Demand Draft/Pay Order) or Annexure 6
ENVELOPE "C"	Financial Bid

7.2 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.

8. BID OPENING PROCEDURE

8.1 The Technical Bids shall be opened in the Consulate General of India on October 23, 2024 at 1100 hrs before the Committee in the presence of such bidders, who may wish to be present themselves personally or through their representatives.

8.2 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.

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 issuing agency, on the supporting documents submitted by the bidder.

10. PERFORMANCE SECURITY (PS):

10.1 **The successful bidder shall deposit Performance Security which will be a sum equivalent to 10% of the finalised monthly rate** in favor of Consulate General of India, Houston, payable at Houston in the form of Demand Draft/Pay Order/Cashier's Cheque/ Bank Guarantee. 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

shall be renewed accordingly by the Service Provider. No interest shall be paid on Performance Security.

10.2 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.

10.3 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.

10.4 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.

11. 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 the Consulate.

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 Service Provider for the cleaning services.

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 cheques or 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 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.

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 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.

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

13.3 The Company 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/her, failing which 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 post's premises, and Consulate has to make alternative arrangements for daily cleaning, then Service Provider would reimburse the cost of such arrangements.

13.6 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.

13.7 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.

13.8 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.

13.9 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.

13.10 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.

13.11 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.

13.12 Any wrong or misleading information will lead to disqualification.

13.13 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.

13.14 Consulate 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's premises as stated in the eligibility criteria.

Format for Submitting the Financial Bid

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

To,

Mr. Prashant K. Sona,
Head of Chancery,
Consulate General of India
4300 Scotland Street
Houston 77007

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	2 (Morning : 0830 to 1030 hrs Afternoon : 1500 to 1600 hrs)
Wages of cleaners (monthly)	
Total Wages	
Cleaning material charges (if applicable)	
Taxes (if applicable) <i>(The Client being a diplomatic Consulate, no taxes shall be charged)</i>	
{Any further break-up of monthly charges, if available}	
Total Amount (monthly) (exclusive of taxes)	

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

Yours faithfully,

(Signature of Authorized Signatory)

Name:

Designation:

Company seal:

Letter of Award

No. Date:

To:

[Name of Contractor]

This is to notify you that your bid dated *[insert date]* for the execution of the Works for *[name of project/Contract]* for the Contract Price of *[amount in figures and in words]*, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by *[name of Employer]*.

You are requested to proceed with the execution of the Works on the basis that this Letter of Award shall constitute the formation of a Contract, which shall become binding upon you signing the Contract Agreement within seven (7) days and furnishing a Performance Security within fifteen (15) days.

We attach the Contract Agreement for your perusal and signature.

Signed

Duly authorised to sign for and on behalf of

[name of Procuring Entity]

Date:

Contract Agreement

THIS AGREEMENT is made on ----- to renew the housekeeping contract between **Consulate General of India**, Houston (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 4300 Scotland Street, **Houston Texas 77007** 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, Houston under Tender No. HOU/Admn/867/1/2020 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, Houston.

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 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 acknowledge that the Client shall enter into contract with other contractors/parties for the housekeeping services of its premised 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 Award (LoA) issued by the Client;
2. The letter of Acceptance (LOA) issue by the Client;
3. The complete Bid, as submitted by the Contractor;
4. The Tender Document No. _____ dated . . . ;
5. Any other documents forming part of this Contract Agreement till date;
6. Performance Bank Guarantee/ Bank Security annexed to this Agreement;
7. Charges - Schedule annexed to this Article of Agreement;
8. Supplementary Agreements executed from time to time;
9. Scope of work.

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 Mission/ Post. The payment to the workers in accordance to minimum wages prescribed by the Local Government, along with other statutory payments, is the sole responsibility of the Contractor.

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 part of this contract agreement.

The 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 Dispute Resolution Procedure in the Conditions of Contract.

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

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

To,
{Mission/ Post}

BANK GUARANTEES NO:

DATE:

Dear Sir(S)

This has reference to the Work Order No.....Dated..... having been placed by {Mission/ Post} 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, Houston shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder 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 {Mission/ Post} under any security(ies) now, or hereafter held by the {Mission/ Post} 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 {Mission/ Post} hereunder or of prejudicing right of the {Mission/ Post} against the bank.

This undertaking guarantee shall be a continuing undertaking guarantee and shall remain valid and irrevocable for all claims of the {Mission/ Post} and liabilities of the Contractor arising upto and until date.....

Your right to recover the said sum ofonly) 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

CONTACT DETAILS FORM**DETAILS OF BIDDER**

Sl. No.	Name of the Bidding Firm	
1.	Name of Partner(s) & Nationality	
2.	Name of the Authorized Signatory Nationality Passport No.	
3.	E Mail ID	
4.	Telephone No.	
5.	Fax No.	
6.	Year of Incorporation	
7.	Registration No.	
8.	Service tax no.	
9.	Registered Office & Address	
10.	Branch offices (with address and Contact details) if any	
11.	Average Annual turnover in the <i>last five</i> financial years	
12.	Total Staff Strength with Nationality of Employees	
13.	Total Technical staff percentage	
14.	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.

Bid Security Deceleration

With the reference to tender notice number HoU/867/01/2020 dated 30 September 2024, this is to certify that if we withdraw or modify our bid during period of validity or if we are awarded the contract and we fail to sign the contract or failed to submit a performance security before the deadline defined in this document, we are liable to be suspended for a period considered fit by the Consulate for being eligible to submit bids for contracts by the Consulate General of India, Houston.

[Signature of the Tenderer(s) with
Name, designation, Date & seal]