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

TENDER NO. JAF/ADM/578/01/2022
Dated: 23.06.2025

Last date for submission of bid:
13.07.2025

14, Maruthady Lane, Nallur, Jaffna,

Sri Lanka

No. JAF/ADM/578/01/2022
Consulate General of India
Jaffna

NOTICE INVITING TENDER

Consulate General of India, Jaffna invites Tender under two bid system from registered and authorized firms/agencies for providing Housekeeping/Cleaning services at 14, Maruthady Lane, Nallur, Jaffna as per details given in the tender documents.

2. The interested firms/service agencies should submit the bids in two separate sealed covers, superscribed as "Technical Bid" and "Financial Bid". Both sealed covers should be put in a separate single envelope superscribed as "Tender No. JAF/ADM/578/01/2022 for AMC for Housekeeping/Cleaning services at Consulate General of India, Jaffna and addressed to Head of Chancery, 14, Maruthady Lane, Nallur, Jaffna". Please note that tender document will not be accepted after the expiry of stipulated date and time for Housekeeping AMC under any circumstances.

3. The Earnest Money Deposit (EMD) of LKR 10,000/- in the form of Account Payee Demand Draft/Pay Order drawn in favour of "Consulate General of India, Jaffna" is required to be submitted along with tender bids.

4. The Technical Bids will be opened on 14th July, 2025 by a Committee authorized by the Competent Authority of the Consulate General of India, Jaffna. The financial bids of only those bidders, whose Technical Bids are found responsive, shall be opened by the Committee authorized for the purpose. The pre-bid site visit may be conducted on 04 July, 2025 on prior appointment basis to assess the job requirement / quantum of work involved. For any queries, please write to admn.jaffna@mea.gov.in & hoc.jaffna@mea.gov.in .

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

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

23/06/25
(Ramya CS)
Head of Chancery

LETTER OF BID

Dated: _____

To,
The HOC
Consulate General of India, Jaffna
14, Maruthady Lane, Nallur,
Jaffna, Sri Lanka

Ref: Invitation for Bid No. JAF/ADM/578/01/2022 dated 23.06.2025

We, the undersigned, declare that:

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

2. We offer to execute in conformity with the Bidding Documents for AMC for Housekeeping/Cleaning services at 14, Maruthady Lance, Nallur, Jaffna.

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

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

5. We also declare that the Government of India or any other Government body has not declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive orcoercive practices or any failure/lapses of serious nature.

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

Yours sincerely,
Authorized Signatory

(Authorized person shall attach a copy of Authorization for signing on behalf of Bidding Company)
Full Name and Designation
(To be printed on Bidder's letterhead)

DATES TO REMEMBER

Events	Date
Notice Inviting Tender	**23.06.2025**
Starting date of Tender submission	**23.06.2025**
Site visit	**23.06.2025 to 04.07.2025**
Pre-bid meeting	**07.07.2025**
Last date of Tender Submission	**13.07.2025**
Opening of Technical Bids	**14.07.2025**
Opening of Financial Bids (of only those who qualify in the minimum eligibility criteria)	**15.07.2025**

1. GENERAL INSTRUCTIONS

1.1 For the Bidding / Tender Document Purposes, the Consulate General of India, Jaffna shall be referred to as 'Client' and the Bidder/Successful Bidder shall be referred to 'Contractor and / or Bidder or interchangeably.

1.2 The tender document can be downloaded from the websites of http://www.eprocure.gov.in, www.cgijaffna.gov.in from 1600 hrs on 23.06.2025 onwards. The last date of submission of bids is 13.07.2025.

1.3 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.

1.4 The bidder shall submit the copy of the authorization letter / Power of Attorney as the proof of authorization for signing on behalf of the Bidder.

1.5 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied by EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are liable to be rejected.

1.6 The Parties to the Contract/Agreement shall be the successful bidder and the Consulate General of India, Jaffna.

1.7 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 handed over personally/courier or by email to the Consulate General of India, Jaffna. 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.

1.9 Any other instructions deemed important by Consulate General of India, Jaffna.

2. Scope of Work:

- Cleaning and sweeping of Chancery premises and its adjacent areas.
- Cleaning to be done during 0800 to 1600 hrs on all working days (Monday – Friday), 0800 to 1200 hrs on Saturday and other days (Holidays/weekends), if required by the Consulate.
- Two cleaners to be on duty on all working days at Chancery premises from 0800 to 1600 hrs.

2.1. Detailed Scope of Work:

Daily Basis:

- Sweeping and mopping of floors including entrance and exit areas. Office room to be cleaned including vaccum cleaning and dusting of furniture to be done daily in the morning. Dusting of tables, chairs, sofas and partitions etc. Scrubbing of toilets, WCs, wash basin etc., dis-infections of telephones, cleaning of glass/wooden doors, windows and partitions.
- Cleaning of dirt trap mats, dry sweeping of external area, time to time mopping of the office area and meeting room, Replacement of consumables in toilets such as liquid sap, odonil, dustbin bags etc.
- Cleaning of toilets twice a day. Cleaning/clearing of dustbins.

Weekly Basis :

- Scrubbing of tiles in the toilets, cleaning of switch plates & handles of doors & windows, bathrooms exhaust cleaning, clearing of cobwebs.
- Mopping with liquid soap of the entire office area, cleaning roof top or Chancery building and removal of dried leaves and branches in adjacent areas.
- Scrubbing and polishing of office floors, stairs, wipe down overhead fittings and fixtures, carpet cleaning (by vaccum)/spot removal.

2.2. **Cleaning tools and material:**

- All tools, whatsoever required for the cleaning works should be provided by the Company.
- All cleaning materials should be provided by the Company whatsoever required for the Chancery premises.

3. MINIMUM ELIGIBILITY CRITERIA

- Bidders should demonstrate and explain their technical, professional and practical experience of having provided similar services including to any of the Indian Missions/Posts abroad or other Diplomatic Missions or other Government/business organization in Sri Lanka.
- The bidder should have atleast 2-3 years of experience of providing cleaning and maintenance services as mentioned above in the scope of work.
- The bidder should have the capability of providing a service replacement at the Chancery premises if due to any circumstances the regular cleaning/maintenance staff does not arrive.
- The Bidders should have to certify in their offers that the work will be undertaken in a professional manner to the satisfaction of the Consulate.
- No advance or down payment will be made for this work. Bill would be settled on monthly basis and after satisfactory completion of job within one month of receipt of the bills.
- All statutory obligations such as special security, health insurance, minimum wages etc., in respect of employees are to be met by the Contractor/Bidder.
- Adequate training of staff especially for specific requirements of the building (eg. The façade cleaning, roof/pillars cleaning) should be provided.
- The bidders shall be responsible for the conduct/integrity of persons deputed for cleaning works in the building and will also be responsible for any act of omissons or commissions on their part. They will vouch for their character and integrity. The bidder shall supply fresh sets of uniforms, identity cards, shoes to their personnel who shall wear the same while on work and also keep their uniform neat and clean.
- Bidders should not have been barred/black-listed by the Government Department or Organization in India, Sri Lanka or elsewhere.
- To assist evaluation and comparison of the bids, the Consulate at its discretion, may ask the bidders for clarification on their bids. The clarifications and responses from the bidders shall be writing.
- Bidders may submit their bids for providing housekeeping services in premises of the Consulate.

4. EARNEST MONEY DEPOSIT

4.1 The Earnest Money Deposit of LKR 10,000 in the form of account Payee Demand Draft/Pay Order issued by any reputed Bank drawn in favour of "Consulate General of India, Jaffna" has to be submitted along with the bid. The validity of the Demand Draft/Pay Order must be up to 6 (six) months from the last date for submission of bids.

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

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

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

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

4.6 The bid security may be forfeited:

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

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

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

5. VALIDITY OF BIDS

5.1 Bids shall remain valid and open for acceptance for a period of 180 days from the last date of submission of Bids.

5.2 In case, client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.

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

5.4 PRE-BID MEETING/SITE VISIT: Interested firms/service agencies may visit the site for visualization and better understanding of the quantum of work during 23 June to 04 July, 2025 after fixing a prior appointment. A pre-bid meeting willtake place on 07 July, 2025. The site address is 14, Maruthady Lane, Nallur, Jaffna. 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. The technical as well as the financial bids should be submitted in two sets – one original and one copy.

6.2 **Technical Bid**: Technical Bid should be prepared as per the instructions given in the Tender Documents along with all required information, documents in support of the minimum eligibility criteria. **All the documents comprising the Technical Bid shall be put in a separate sealed envelope superscribed as "Envelope A – Technical Bid".** Documents comprising the Bid:

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

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

c. All attested supporting documents in proof of having fully adhered to minimum eligibility criteria as referred in Section-3 above.

6.3 **Earnest Money Deposit**: Earnest Money Deposit of LKR 10,000 in the form of account payee Demand Draft or Pay Order to be submitted separately in a sealed envelope superscribed as **"Envelope B – Earnest Money Deposit"**.

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

7. SUBMISSION OF BIDS

7.1 The Bidding firms have to submit the tenders in two bid system {i.e (i) Technical Bid and (ii) Financial Bid} in the prescribed proforma. Tenders are to be submitted to 14, Maruthady Lane, Nallur, Jaffna, Sri Lanka. All the documents in support of eligibility criteria etc. and other required documents are to be submitted along with the Tender Documents. No Tender Documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances whatsoever.

The tender shall be submitted in sealed envelopes as described below: ENVELOPE 'A' Technical bid

ENVELOPE 'B' EMD (Demand Draft / Pay Order)

ENVELOPE 'C' Financial Bid

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

8. BID OPENING PROCEDURE

8.1 The Technical Bids (Envelope A) shall be opened at Consulate General of India, Jaffna on 14th July, 2025 at 1500 hrs in the presence of bidders or their representatives and the Tender Evaluation Committee constituted by the Competent Authority of the Consulate. After evaluation of Technical Bids, a list of qualified bidders will be prepared by the Consulate. The Financial bids (Envelope 'C') willbe opened on a subsequent date, which will be intimated to the shortlisted bidders, by mail/phone.

8.2 Bids shall be declared as valid or Invalid based on the preliminary scrutiny, i.e. on site verification of documents submitted by the bidders by the Tender Evaluation Committee. The financial bids will be opened on result of such scrutiny. However, in case any thing found false or forged in contrary to the documents submitted by the bidder, its bid will be rejected and suitable legal action may be taken.

8.3 The Financial Bids of only those bidders, who qualify at Technical Bid stage, shall be opened by the Committee authorized for the purpose. Those bidders who qualify in the technical bid stage, will be intimated through mail/phone about the date for opening of the Financial Bids.

8.4 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, the time remaining unaltered.

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

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

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

9. CLARIFICATION ON TECHNICAL BID EVALUATION.

9.1 The Technical Bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the client shall not be considered. The client's request for clarification and the response shall be in writing.

9.2 If a bidder does not provide clarifications of its bid by the date and time set in the client's request for clarification, its bid may be rejected.

9.3 Client also reserves the right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder.

10. PERFORMANCE SECURITY (PS):

10.1 **The successful bidder has to deposit Performance Security @ 5% of approved tendered cost** in favour of Consulate General of India, Jaffna in form of Demand Draft / Pay Order/Bank Guarantee within fifteen days of the acceptance of the **Letter of Award (LoA)**. Performance Security should remain valid for a period of sixty (60) days beyond the date of completion of all contractual obligations of the **service provider (SP)**. In case, the contract is further extended beyond the initial period, the Performance Security will have to be renewed accordingly by the SP. No interest shall be paid on Performance Security.

10.2 The Performance Security will be forfeited by order of the Competent Authority in Mission/ Post in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, portion of the Performance Security, as may be deemed fit by the Client sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of Contractor's billhas been received and examined.

10.3 If the Contractor fails to provide the Performance Security within fifteen days of the acceptance of LoA, such failure shall constitute a breach of the contract and the Client shall be free to make other arrangements at the risk, cost and expense of the Contractor.

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

11. VALIDITY OF CONTRACT

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

12. PAYMENTS

12.1 After award of work, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the SP towards the AMC.

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

12.3 All payments shall be made in local currency by means of crossed cheques/ bank transfer.

12.4 The Client shall be entitled to deduct in accordance with applicable law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor.

12.5 The payment to the workers in accordance to minimum wages prescribed by the local Government along with the statutory compliance Bonus is sole responsibility of the Contractor. In case of revision in minimum wages by the local Government, the same would be absorbed by the service provider. Claim for any escalation shall not be entertained by the Client.

12.6 No request for revision/ increase of approved rates during the currency of the contract will be entertained.

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

13. Other Conditions, Force Majeure & Penalty Clause

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

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

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

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

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

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

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

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

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

13.10 Client may, by written notice sent to Housekeeping agency, terminate the contract, with a notice period of at least one month, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Client's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.

13.11 The bidder must have modern equipment(s), latest technical expertise for management of buildings and related facilities, as has been defined in brief scope of work. Machinery, equipment, implements, material and consumables proposed to be used should be clearly indicated. List of equipment owned by the company may also be furnished with the bid.

13.12 Any wrong or misleading information will lead to disqualification.

13.13 The bidder shall maintain at all times machinery / equipment and other resources required for upkeep and cleanliness of the premises of the Client. The SP will arrange at his own cost additional machinery/ equipment and resources if required by the Client for the purpose.

13.14 Client reserves the right to remove any person found unfit.

13.15 The bidder would be responsible for all mandatory compliance for social, safety and environmental issues related to the performance of the service provider in the Mission's/Post's premises as stated in the eligibility criteria.

Annexure -1

Format for Submitting the Financial Bid

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

BID No. _____ Date:.....

To,

Head of Chancery,
14, Maruthady Lane,
Nallur, Jaffna.

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 {to be decided by the Mission/ Post*}	
Wages of cleaners (monthly)	
Total Wages	
Cleaning material charges (if applicable)	
Taxes (if applicable)	
{Any further break-up of monthly charges, if available}	
Total Amount (monthly) (inclusive/ exclusive of taxes)	

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

Yours faithfully,

(Signature of Authorized Signatory)

Name:

Designation:

Company

seal:

Annexure-2

CONTACT DETAILS FORM

Bidder's description format summary

Name of the Bidding Firm	
Name of Partner(s) & Nationality	
Name of the Authorized Signatory Nationality Passport No.	
E Mail ID	
Telephone No.	
Fax No.	
Year of Incorporation	
Registration No.	
Service tax no.	
Registered Office & Address	
Branch offices (with address and Contact details) if any	
Average Annual turnover in the *last five* financial years	
Total Staff Strength with Nationality of Employees	
Total Technical staff percentage	
Nationality of Staff working in Company and to be deputed for work (National of India or friendly country)	

DETAILS ABOUT KEY PERSONNEL OF THE BIDDING COMPANY

(With ID proof/supporting

documents)1.

2.

3.

Annexure-3

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:

{* While deciding the required number of cleaners, Mission/ Post should always strive to ensure economy and efficiency. Mission/ Post will have to provide proper justification if it intends to procure increased number of cleaners, compared to earlier-approved contract.}

Annexure-4

Contract Agreement

CONTRACT/AGREEMENT NO ..... DATED.....

THIS AGREEMENT is made on .....between {Mission/ Post} (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 {Address of Mission/ Post},

AND

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

NOW THIS AGREEMENT WITNESSTH as follows:

WHEREAS the Client invited bids through open tender, vide Notice Inviting Tender dated __/__/_____for "providing Housekeeping services at {Mission/ Post} under Tender No. _____ dated__/__/_____.

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

AND WHEREAS the Client has selected M/s.....as the successful bidder ("the Contractor") pursuant to the bidding process and negotiation of contract prices, awarded the Letter of Award(LoA) No ....., to the Contractor on.....for a total sum of.....[.....Only]
for providing cleaning services required at {Address of Mission/ Post}.

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

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

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

AND WHEREAS the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing housekeeping services in

the Client's premises, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.

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

AND WHEREAS the Client and the Contractor agree as follows:

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

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

The Letter of Award (LoA) issued by the
Client;Letter of Acceptance by the
Contractor;
The complete Bid, as submitted by the Contractor;
The Tender Document No. _____ dated_____;The Addenda, if an
Any other documents forming part of this Contract Agreement till
date;(Performance Bank Guarantee, Bank Guarantee);
Charges - Schedule annexed to this Article of
Agreement;Supplementary Agreements executed
from time to time; 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/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.

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

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

Signed on behalf of the Contractor

(Authorized Signatory)

Signed on Behalf of {Mission/Post}

(Authorized Signatory)

Annexure-5

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 placedby {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 insaid order, and

b. Arrange for the service support and provide the items to the Client on site as per the workorder 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. (na

{Mission/ Post} 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 varythe 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 toforebear 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 bythe {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 orof 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 of _____ _____only) from us in manner aforesaid will not be affected/or suspended by reason of the fact that any dispute or disputes have been raised the said M/s _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or Arbitrator.

Our liability under this guarantee is restricted to _____ (___On 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

BankYours

faithfully,

For (Name of

Bank) SEAL OF

THE BANK
Authorized Signatory