

HIGH COMMISSION OF INDIA BRUNEI DARUSSALAM

Date: 19.02.2025

TENDER No. BSB/Admn/867/01/2025

TENDER FOR PROVIDING CLEANING SERVICES AT THE FOLLOWING ADDRESSES OF NEWLY CONSTRUCTED BUILDING OF

- (i) HIGH COMMISSION OF INDIA & (ii) HIGH COMMISSIONER'S RESIDENCE -
- (i) Lot No. 62514, Simpang 336, Jalan Duta, BSB, Brunei Darussalam.
- (ii) Lot No. 64081, Simpang 336, Jalan Kebangsaan, BSB, Brunei Darussalam.

LAST DATE FOR SUBMISSION OF BIDS IS 19.03.2025 UP TO 1700 HRS (BRUNEI TIME).

DATE OF OPENING OF TECHNICAL BIDS IS <u>20.03.2025</u> AT 1200 HRS (BRUNEI TIME) AT HIGH COMMISSION OF INDIA, BAITUSSYIFAA, SIMPANG 40-22, JALAN SUNGAI AKAR, BANDAR SERI BEGAWAN BC 3915, BRUNEI DARUSSALAM. TEL-00-673-2339947 / 2339685.

No. BSB/Admn/867/01/2025 High Commission of India Brunei Darussalam

NOTICE INVITING TENDER

The High Commission of India, Brunei Darussalam, invites under <u>two bid system</u> ((i) Technical Bid & (ii) Financial Bid) from registered and authorized firms for cleaning of:

- (i) Chancery Building, Lot No. 62514, Simpang 336, Jalan Duta, Bandar Seri Begawan, Brunei Darussalam; and
- (ii) High Commissioner's Residence Lot No. 64081, Simpang 336, Jalan Kebangsaan, Bandar Seri Begawan, Brunei Darussalam
- 2. The downloaded Tender Documents can be from the website https://www.hcindiabrunei.gov.in/tenders/. Sealed Bids are invited for award of annual contract for cleaning work. The Bids are to be sent in a sealed envelope which should be prominently super scripted as QUOTATIONS FOR CLEANING WORK IN NEWLY CONSTRUCTED PREMISES OF HIGH COMMISSION OF INDIA & NEWLY CONSTRUCTED PREMISES OF HIGH COMMISSIONER'S RESIDENCE and to be addressed to "Head of Chancery, High Commission of India, Brunei Darussalam, Baitussyifaa, Simpang 40-22, Jalan Sungai Akar Bandar Seri Begawan BC 3915 and should reach latest by 19.03.2025 till 1700 hrs. Bids submitted through e-mail shall not be considered.
- 3. Only for information or clarification related to this tender, please write to hoc.brunei@mea.gov.in.
- 4. The critical dates of this tender are as under:

•	Date of publishing tender	24.02.2025
•	Bid Submission Start date	26.02.2025
•	Bid Submission End Date	19.03.2025
•	Date of opening of Technical Bid	20.03.2025
•	Venue for opening bids	High Commission of India,
		Brunei Darussalam

Sd/-() Head of Chancery

General Instructions

- 1. For the Bidding / Tender Document Purposes, the High Commission shall be referred to as 'Client' and the Bidder/Successful Bidder shall be referred to 'Contractor and / or Bidder or interchangeably.
- 2. The Tender Security/Bid Security/Earnest Money Deposit (EMD) of BND 480/-, in the form of Account Payee Demand Draft/Pay Order drawn in favour of "High Commission of India", having a validity of 180 days/six months is required to be submitted along with tender bids.
- 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.
- 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.
- 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.
- 6. The Parties to the Contract/Agreement shall be the successful bidder (to whom the work has been awarded) and the Client, the High Commission.
- 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 High Commission. The bidder shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner.
- 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.

Tender process

(i) The tender is invited in two parts **Technical Bid and Financial Bid with break-up of the costs**:

First envelope – super scripted as "Technical Bid – CLEANING WORK IN NEWLY CONSTRUCTED PREMISES OF HIGH COMMISSION OF INDIA & NEWLY CONSTRUCTED PREMISES OF HIGH COMMISSIONER'S RESIDENCE " and (b) Second envelope – super scripted "Financial Bid – CLEANING WORK IN NEWLY CONSTRUCTED PREMISES OF HIGH COMMISSION OF INDIA & NEWLY CONSTRUCTED PREMISES OF HIGH COMMISSIONER'S RESIDENCE."

Both sealed envelopes shall be kept inside a large sealed envelope i.e. in a **Third envelope** super scripted as "Tender Quotation for FOR CLEANING WORK IN NEWLY CONSTRUCTED PREMISES OF HIGH COMMISSION OF INDIA & NEWLY CONSTRUCTED PREMISES OF HIGH COMMISSIONER'S RESIDENCE". It should also be super scripted at the bottom left corner with the Full name, Postal address, Fax, Email, Telephone number of the bidder;

(ii) The sealed quotations shall be submitted to:

Head of Chancery, High Commission of India, Baitussyifaa, Simpang 40-22, Jalan Sungai Akar Bandar Seri Begawan BC 3915, Brunei Darussalam.

- (iii) The bid may be submitted by Hand, in person or by courier. The bids by "Fax / E-mail" shall not be accepted.
- (iv) Bids received after the closing date and time as prescribed in the tender notice, shall **NOT** be accepted under any circumstances. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- (v) A prospective Bidder requiring any clarification may contact the High Commission in writing, either by post of email at least the four working days before the deadline for submission of the bid.
- (vi) Technical bid shall be opened on the date and time as given in the tender notice at **High Commission of India, Brunei Darussalam, Baitussyifaa, Simpang 40-22, Jalan Sungai Akar Bandar Seri Begawan BC 3915**, in the presence of the authorized representatives of the companies, who may wish to attend.
- (vii) Financial bid shall be opened on the date and time, to be communicated later, at High Commission of India, Brunei Darussalam, Baitussyifaa, Simpang 40-22, Jalan Sungai Akar Bandar Seri Begawan BC 3915, in the presence of the authorized representatives of the companies, those who qualify in the technical bids and wish to attend.
- (vii) Bids should be valid for six months (180 days).

Scope of Work

(Cleaning Services for newly constructed premises of High Commission of India, Brunei Darussalam)

1. General Information

Service Hours: 9:00 AM to 5:30 PM (Monday to Friday)

Location: Newly constructed premises of High Commission of India

2. Daily Cleaning Tasks

- Common Areas: Sweeping, mopping, dusting, and vacuum cleaning.
- Office Rooms: Dusting and vacuum cleaning, (sweeping, mopping uncarpeted areas)
- Toilets: Thorough cleaning and sanitization.
- Lobbies and Staircases: Sweeping, mopping, and dusting.
- Office Furniture/Equipment: Dusting and cleaning.
- Ground Floor and First Floor: Comprehensive cleaning.
- Entrance and Exit Areas: Sweeping and mopping.
- Driveways and Parking Areas: Regular cleaning.

3. Bi-weekly Cleaning Tasks

- Curtains, Windows, and Doors: Deep cleaning, including vacuum cleaning.
- Brass Items: Polishing of sign boards and planters.
- Parking Area: Washing.
- **Pools/Water Bodies:** Cleaning at premises of High Commission of India & <u>High</u> Commissioner's residence*.

(*Cleaning work at High Commissioner's residence is only for the pool/water body)

4. Waste Management

• Garbage/Waste Paper/Packing Material/Discarded Items: Daily removal as per local government regulations.

5. Additional Requirements

- **Uniforms:** Cleaners to be provided with proper working uniforms to be worn during the entire working hours.
- **Directives:** Cleaning services to include any other place within the premises as directed by the High Commission Officers from time to time.

Note: The pre-bid site visit may be conducted on prior appointment basis to assess the job requirement / quantum of work involved. For any queries, please write to hoc.brunei@mea.gov.in

Eligibility Criteria

- i. The bidder should have a minimum of 3 years of experience in the field of providing cleaning services/materials to other official/commercial buildings/offices.
- ii. The bidder should have experience in providing services in security sensitive organization, offices, and large commercial establishments.
- iii. The bidder should be able to provide at least two User Satisfaction certificates from other organization.
- iv. Bids should be for cleaning services on all days viz. Monday to Friday with all required materials (like brooms hard and soft preferably with long handle, mops, wipers, dusters, cob web remover, Road brooms, toilet brush, carpet brush, supply and cleaning agents like vim, harpic, soap cakes, odonil, 'bio-tabs', glass cleaner and phenyl etc. Company will also provide vacuum cleaners and bags for collecting trash from rooms and other areas. In Financial bids two rates should be quoted separately i.e. one rate should include the list & cost of cleaning material and another rate excluding the cost of cleaning material.
- v. A list of cleaning material proposed to be supplied for one month may also be provided with the bid. The Company should provide cleaner/s details who will look after cleaning work at given address.
- vi. The bidder should have the capability of providing a service replacement at the High Commission premises if the regular cleaning staff does not arrive to work due to any reason otherwise proportionate deductions will be made from the monthly payment.
- vi. In case the Cleaning Agency fails in adhering to the daily cleaning requirements and the High Commission of India, Brunei Darussalam has to make alternative arrangements for daily cleaning, then cleaning agency would reimburse the cost of such arrangements.
- viii. The workers so provided should be on the permanent roll of the Company and his/her antecedents should be pre-verified by the Police authorities. A copy of the verification of worker may be submitted to the High Commission of India before deployment for work. ix. Cleaning agency would be fully responsible for all acts of omission or negligence, dishonesty or misconduct of its employees for work.
- x. In case of any complaint, either as regards the nature of service or as regards the behaviors of cleaners on duty or otherwise, cleaning agency would be intimated and would be required to take corrective measures promptly.
- xi. The bidder should be able to deploy experienced cleaning staff (in proper uniform) from Monday to Friday (0900-1730 hrs).
- xii. The Company must have in-house training facilities for its employees.
- xiii. The High Commission of India, Brunei Darussalam 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 High Commission of India, Brunei Darussalam in this regard shall be final and binding on all.

Earnest Money Deposit

- i. The Earnest Money Deposit of BND 480/- in the form of account Payee Demand Draft/Pay Order issued by any reputed Bank drawn in favour of "High Commission of India" 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.
- ii. 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.
- iii. 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 High Commission.
- iv. The bids without Earnest Money Deposit will be summarily rejected.
- v. 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.
- vi. The bid security may be forfeited:
 - a. If the bidder withdraws his bid during the period of validity of the bids; or
 - b. In case of successful bidder, if the bidder:
 - fails to sign the contract in accordance with the terms of the tender document;
 - fails to furnish required Performance Security Deposit in accordance with the terms of Tender Documents within the time frame specified by the client; or
 - Fails or refuses to honour his own quoted prices for the services or part thereof.

Validity of Bids

- i. Bids shall remain valid and open for acceptance for a period of 180 days from the last date of submission of Bids.
- ii. 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.
- iii. The client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

Preparation of Bids

- <u>Language</u>: Bids and all accompanying documents shall be in <u>English</u> only.
- <u>Technical Bid</u>: 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 above.
- <u>Financial Bid</u>: Bidder shall prepare the Financial Bid as per **Annexure II** in the Tender Document. Financial Bid shall be put in a separate sealed envelope superscribed as "**Envelope B- Financial Bid**".
- <u>Earnest Money Deposit</u>: Earnest Money Deposit of BND 480/- in the form of account payee Demand Draft or Pay Order to be submitted separately in a sealed envelope superscribed as "Envelope C Earnest Money Deposit".

Bid Opening Procedure

- The Technical Bids (Envelope A) shall be opened at High Commission of India in the presence of bidders or their representatives and the Tender Evaluation Committee constituted by the Competent Authority of the High Commission. After evaluation of Technical Bids, a list of qualified bidders will be prepared by the High Commission. The Financial bids (Envelope 'B') will be opened on a subsequent date, which will be intimated to the shortlisted bidders, by mail/phone.
- o 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.
- 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.

- 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.
- o A letter of authorization shall be submitted by the Bidder's representatives before opening of the Bids.
- o Absence of bidder or their representative shall not impair the legality of the opening procedures.
- o 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.

Clarification on Technical Bid Evaluation

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

Performance Security (PS)

- The successful bidder has to deposit Performance Security which will be equivalent to 5% of the accepted total annual contract value, in favour of 'High Commission of India, Brunei Darussalam' 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. EMD shall be refunded to the successful bidder on receipt of PS.
- o The Performance Security will be forfeited by order of the Competent Authority in High Commission in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory

performance or for non-acceptance of the work order. On expiry of the contract, portion of the Performance Security, as may be deemed fit by the Client sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of Contractor's bill has been received and examined.

- o 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.
- On due performance and completion of the contract in all respects, the Performance Security will be returned to the Service Provider (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.

Validity of Contract

The contract, if awarded, shall be valid for a period of <u>ONE YEAR</u> (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.

Payments

- o 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 towards the AMC.
- The prices in the Price Schedule shall be inclusive of all applicable taxes as may be levied by the Government from time to time.
- All payments shall be made in BND by means of crossed cheques/ bank transfer.
- 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.

- 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.
- o No request for revision/ increase of approved rates during the currency of the contract will be entertained.
- 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.
- o The price quoted by the bidders shall be payable in BND on monthly basis.

Other Conditions, Force Majeure & Penalty Clause

- o The workers so provided should be on the roll of the Company.
- The bidder must have satisfactory arrangements for training of its workers. Confirmation in this regard is to be given.
- o The bidder should submit precise profile of its key clients alongwith details of services provided.
- o 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.
- o In case the Service Provider fails in adhering to the daily cleaning requirements at Mission's/ Post's premises, and Client has to make alternative arrangements for daily cleaning, then Service Provider would reimburse the cost of such arrangements.
- Contractor would be fully responsible for all acts of omission or negligence, dishonesty or misconduct of its employees for work at Mission's/ Post's premises. Contractor would indemnify Client against any compensation/claim and damages etc. due to accident or injury to its employees or death due to accident or otherwise, which may arise out of and during the course of their duties. Client would not be liable to pay any damages or compensation to such cleaners or to any third party.

- o 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.
- O 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.
- O 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.
- O 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.
- 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.
- o Any wrong or misleading information will lead to disqualification.
- The bidder shall maintain at all times machinery / equipment and other resources required for upkeep and cleanliness of the premises of the Client. The Service Provider will arrange at his own cost additional machinery/ equipment and resources if required by the Client for the purpose.
- o Client reserves the right to remove any person found unfit.
- o 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 High Commission's premises as stated in the eligibility criteria.

Other Terms and Conditions

- i. The cleaning work should be done on time and as per direction of High Commission of India, Brunei Darussalam from time to time.
- ii. High Commission of India reserves the right to accept/reject any cleaning staff deployed by the Company.
- iii. The rates finally approved/accepted by the High Commission of India, Brunei Darussalam and amount payable shall be valid for the whole of the contract period and no upward revision will be allowed under any circumstance. High Commission of India,

Brunei Darussalam will not entertain any claim on account of any tax/insurance for execution of the work awarded under the contract and all such taxes should be paid by the firm itself.

- iv. Under no circumstances shall the successful firm appoint any sub-contractor or sub-lease the contract. If it is found that the contractor has violated these conditions the contract will be terminated forthwith without any notice, by the High Commission of India, Brunei Darussalam.
- v. Delay in work will not be permissible on the ground that the materials items etc. are not available.
- vi. No advance payment shall be made for the services.
- vii. The bills for the services for the month must be prepared on the basis of approved rates will have to be submitted to the High Commission by the 10th of the succeeding month for effective payment.

Termination of Contract

The High Commission of India, Brunei Darussalam reserves the right to terminate the contract at any time by giving one month advance notice. However the High Commission of India will also have the right to terminate the contract in less than a month under special circumstances such as security consideration, violation of privacy laws etc. The Service provider also has the right to terminate the contract by giving three months notice with justification for termination of contract.

Terms of Payment

The bills for the services for a month must be prepared based on approved rates and submitted to the High Commission on a monthly basis by the 10th of the succeeding month to effect payment. The payment will be made within 10 working days after receipt of the invoice from the company and satisfactory completion of the job.

Sd/-() Head of Chancery

LETTER OF BID

		Dated:
To, The HOC {Address of Mission/ Post}		
Ref: Invitation for Bid No	_dated	
We, the undersigned, declare that:		
We have examined and have no reincluding Addenda issued in accordance with		ing Documents,
2. We offer to execute in conformity v Maintenance Contract for Cleaning services	9	
3. Our bid shall be valid for a period of submission deadline in accordance with the binding upon us and maybe accepted at any to the state of the s	e Bidding Documents a	nd shall remain
4. If our bid is accepted, we commit to in accordance with the Bidding Documents.	submit a Performance	Security Deposit
5. We also declare that the Government has not declared us ineligible or blacklisted fraudulent, collusive or coercive practices or a	us on charges of enga	aging in corrupt,
6. We also accept all the terms and coundertake to abide by them, including the cohighest ranked bid / lowest bid or any other bid.	ndition that you are not	
	A	Yours sincerely, Authorized Signatory
(Authorized person shall attach a copy of Aut Bidding Company)	horization for signing on	behalf of

Full Name and Designation

(To be printed on Bidder's letterhead)

Technical Bid (On the letter head of the company) For Cleaning services at High Commission of India, Brunei Darussalam

	I/we				Partr	ner(s)/
					representative(s)	
M/s			solemi	nly declare that :	. ,	
2.	I/we	am/are submitt	ing tender for		against T	ender
			dated		3	

- 3. I/we or our partners do not have any relative working in High Commission of India, Brunei Darussalam.
- 4. All information furnished by me/us in respect of fulfillment of eligibility criteria and information given in this tender is complete, correct and true. All documents/credentials submitted along with this tender are genuine, authentic, true and valid.
- 5. My/our bid shall be valid for a period of 180 days from the last date fixed for the bid submission in accordance with the Bidding Documents and shall remain binding upon me/us and may be accepted at any time before the expiry of the period.
- 6. The Price-Bid submitted by me/us is "WITHOUT ANY CONDITION".
- 7. If any information or document submitted is found to be false/incorrect, (High Commission of India) may cancel my/our Tender and can take any action as deemed fit including termination of the contract, forfeiture of all dues and blacklisting of my/our firm and all partners of the firm etc.
- 8. I/we also declare that the Government of Brunei Darussalam or any other Government body has not issued any show-cause notice or declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
- 9. It is well understood that the workers provided by us will not have any direct employee-employer relation with High Commission of India, Brunei Darussalam and hence, no worker so provided will claim any regularization of their services or enhancement in their wages from High Commission of India, Brunei Darussalam.
- 10. I/we also accept all the terms and conditions of this bidding document and undertake to abide by them;

(Signature of the Company with Seal)

Introduction and Credentials of Bidder/Technical Information (Proforma to be submitted with Technical Bid by the Bidder)

- 1. Name of Company:
- 2. Address of the Registered Office:
- 3. Correspondence address:
- 4. Contact details:
 - a) Telephone No.:
 - b) E-Mail:

S. No.	Requirements	Response
1.	Brief introduction of the company	
	Previous experience in the field (minimum three years)	
	Total number of regular employees with the company	
	Annual turnover of the company for the last two years. Whether the firm has suffered loss in any of previous 5 years?	
	Audited Financial Statement for last year, duly certified by a Chartered Accountant	
	Registration certificate and licence for the services	
2.	Details of work plan and methodology for undertaking the job	
3.	List of other embassies or reputed organizations where the company is providing similar services. Whether the company is providing similar services in other countries?	
4.	What system does the company follow to monitor functioning/performance of cleaning staff	

Date & Signature of bidder

Financial Bid (On the letter head of the company) For Cleaning services at High Commission of India, Brunei Darussalam

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	
Plea	ase provide the financial bid/quote for cleaning s	ervices to cover the scope of works as

No. of cleaners required -

given in Notice Inviting Tender.

Cleaning Staff-during office	Per hour rate per person	Monthly total
hours (0900-1730 hours)		

2. Also please provide rates for the following:

Cleaning Staff-beyond office hours	Per hour rate

Cleaning Staff-on Public Holidays	Per hour rate
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- 3. Cleaning material charges -
- 4. Total monthly charges for cleaning services (incl./ excl. taxes) -
- 5. Total annual cost
- * (i) No separate/additional cost will be paid for cleaning equipment. However, consumables will be provided by the High Commission.
- (ii) No additional payment will be made on account of meals, uniform, transportation etc.
- (iii) This rate should be inclusive of all personnel/administration costs.

Signature (Authorized Signatory)
Designation:

Date:

Seal: Bank

Guarantee

Contract Agreement

CONTRACT/AGREEMENT NO DATED		
THIS AGREEMENT is made onbetween {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/sas 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 onfor 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

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,

further two years on yearly basis at the same rates and terms & conditions, subject to

satisfactory performance by the Contractor

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

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

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

AND WHEREAS the Client and the Contractor agree as follows:

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

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

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

Signed on Behalf of {Mission/Post}

(Authorized Signatory)

(Authorized Signatory)

PROFORMA OF BANK GUARANTEE

(on non-judicial paper of appropriate value)

To,	
High Commission of India	
BANK GUARANTEES NO:	
DATE:	
Dear Sir(S)	
	der NoDatedhaving been a with M/s (Name & Address of Contractor) for
The conditions of this order provide	e that the Contractor shall,
 Arrange to carry out the servi details given in said order, and 	ices listed in the said order by the Client, as per
Arrange for the service supp per the work order and bid docu	oort and provide the items to the Client on site as uments.
conditions stipulated therein and ha	accepted the said work order with the terms and ave agreed to issue the performance bank guarantee d assurance of their contractual obligations vide the No.
,	a current account with us and has approached us and on of the promises, we hereby furnish such guarantees
High Commission of India shall be	e 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 High Commission under any security(ies) now, or hereafter held by the High Commission 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 High Commission hereunder or of prejudicing right of the High Commission of India against the bank.

This undertaking guarantee shall be a continuing undertaking guarantee and shall

	n valid and i Contractor a			ms of the High (date	Commis	sion of India a	nd liabilitie	:S
Your r	ight to recov			us in manner	aforesa	id will not be	affected/	or
said N	-	ason of the	fact that and/or that	t any dispute o t any dispute or	r disput	es have beer	n raised th	ne
Our	liability	under	this	guarantee	is	restricted	to	_
from	(which is da	force a clain te of expiry	m under of guarar	ur guarantee sh guarantee is fi ntee) all your rig nd discharged fi	led aga hts unde	inst us within er the said gua	six mont arantee sh	hs
of Ass	•		•	e in your favour Iersigned has fu				
Notwi	thstanding a	nything con	tained he	rein:				

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.

Our liability under this guarantee shall not exceed(in words)

• 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						
The Bank guarantee will expire on						
Granted by the						
Bank Yours						
faithfully,						
For (Name of Bank)						
SEAL OF THE						
BANK Authorized Signatory						