



### Invitation for Bids

Embassy of India, Bogota invites Bids / Quotations from reputed agencies based in China with experience in maintenance of Garden at diplomatic offices and residence area.

#### **Eligibility criteria for bidders:**

- The Company should have valid permit/registration from a competent local authority in Bogota for maintenance of Garden/Landscaping.
- The Company should be in operation for more than 5 (five) years.
- The Company should have sufficient number of good and experienced Gardeners, Landscaping technicians and staff for the proper execution of the contract. The applicant should submit a list of those employees who are likely to be directly involved in the work of Garden Maintenance.

#### **Scope of Work:**

Garden area of **177** Sq. mts. including kitchen garden/backyard inside the Embassy Residence.

- 1.** The firm shall be required to furnish an undertaking to strictly abide by good management practices, various labour regulations/ laws, if any, in force in Bogota including payment of minimum wages, social security etc.
- 2.** The firm would be responsible for its worker in terms of his clean antecedents and conduct, service performance & behaviour, payment of salaries, compensation etc.
- 3.** The Embassy of India will not be responsible for any dues other than the agreed contract amount. The gardener shall not have any claim for regularization of his services or enhancement of wages with the Embassy of India. Sworn affidavits to these effects from the workers deployed on the premises by the company will have to be furnished.
- 4.** Contract amount, once agreed to by the firm, will not be increased during the period of the contract.

#### **A. Garden maintenance (Non-planting) :**

S.No.	Work	Schedule	Description
1.	Watering of Garden.	On all days of work	To manually water all landscape areas as often to ensure that plants/trees do not dry out and to monitor automatic watering system when in use.  (plants inside the main building also)
2.	Sweeping of dry leaves.	On all days of work	Sweeping of dry & fallen leaves and from the ground including areas surrounding Residence and Main Building twice in a week.
3.	Picking up of dead branch.	On all days of work	Picking up of dead branches of trees/plants should be done regularly to maintain all garden.
4.	Weeding	As and	All weeds found on the landscape and planting beds to be
		when necessary	removed manually.

5.	Grass cutting	As and when necessary	Mowing of lawn to keep the garden floor trimmed.
6.	Trimming	As and when necessary	Trimming of overgrown shrubs regularly to make them look tidy at all time.  ( Plants inside the main Residence building also)
7.	Pruning	As and when necessary	To prune branches of low trees obstructing pedestrians and motorist and remove debris off site.
8.	Loosening of Soil	As and when necessary	Forking or loosen compact soil to provide aeration and to promote plant's growth on monthly basis or as and when required.
9.	Fertilizing	As and when necessary	Apply multi-micronutrient fertilizer on need basis.  ( Plants inside the main building also)
10.	Spraying of insecticide/ fungicide	As and when necessary	Approved insecticide to be sprayed on monthly basis or when required. Applying snail killer as and when necessary.  ( Plants inside the main building also)
11.	Cutting of dry leaves collection	As and when necessary	Removal of yellow or dry leaves to maintain freshness effect to the plants and remove debris off site.  ( Plants inside the main building also)
12.	Cutting of long trees branches	As and when necessary	Cutting of long trees branches in Embassy compound once in year as well as cutting of damaged tree.

**\* Guidelines for Preventive Maintenance {Non-planting}:**

Machines required to be provided by the vendor for the period of contract and always be kept in working condition.

Other input materials & transportation of material on site to be borne by the contractor.

**B. Operational Garden Maintenance (Planting):**

01.	Replacement of plants	As and when necessary	Replacements of plants, topping up of soil, provision of fresh plants. Replacements should be done free of cost, if any plant or tree dies untimely.
02.	Planting of Plants/trees and grow Grass	February, May, July, September Every Year	Planting of plants/trees and grow grass as per requirement of the Embassy Residence. Vendor needs to provide the best options and also the basic thematic diagrams for the landscaping and pattern of plants to be planted.
03.	Flower  Decoration &	Parking  area, arrangement and Flag Post area	Decoration of flower patterns and arrangements to be done with seasonal flowers. Vendor needs to provide the best designs of flower patterns and also the basic thematic diagrams for the setting and arrangements of the above.

**\*\* Guidelines for Operational Maintenance {Planting} :**

1. All input materials to be procured & transported onsite by the contractor without additional cost to Embassy of India.

**C. Man power requirement for Garden Maintenance:**

01.	The firm shall employ a full time professional gardener for 12 days a month, from 0800 hours to 1700 hours	Each Job	12 Months
02.	The gardener should be responsible for all the onsite work as specified in the above scope of work A and B enlisted above. The schedules for preventive and operational Garden maintenance work should be adhered to.	Each job	12 Months
03.	<b>In case of Gardener going on leave, company has to provide additional Gardener in his place. In no circumstances, the work of the embassy should be affected.</b>		12 Months

**5. Bid system:-** The two bid system (Technical and Financial) as detailed below shall be followed for this tender.

- i.** The bidder shall submit offer in **two separate sealed envelopes**, namely, (a) **First envelope-** superscripted "Technical Bid- for hiring of a Garden maintenance agency", (b) **Second envelope-** superscripted "Financial Bid- for hiring of a Garden maintenance agency". Both the sealed envelopes shall be kept inside a large sealed envelope, i.e. in a **Third envelope** superscripted as "Tender Quotation for hiring of a Garden maintenance agency". It should also be superscripted at the bottom left corner with the Full name, Postal address, Fax, E-mail, Telephone number of the bidder;
- ii.** The sealed quotations shall be submitted to **The Head of Chancery, EMBASSY OF INDIA BOGOTA, CALLE 116 NO.7-15 INT. 2 OF. 301 TORRE CUSEZAR, TEL.: 571-6373259/79 Ext. 112/116**

- iii. For site visit please contact Ms. Irene Garcia, Establishment Assistant, Email: [estab.bogota@mea.gov.in](mailto:estab.bogota@mea.gov.in) :
- iv. The bids may be submitted by Hand in person or by courier. The bids by "Fax/ E-mail" shall not be accepted;
- v. Tenders received after the closing date and time as prescribed in the tender notice, shall **NOT** be accepted under any circumstances;
- vi. Technical bid shall be opened on the date and time as given in the tender notice at **The Head of Chancery, EMBASSY OF INDIA BOGOTA, CALLE 116 NO.7-15 INT. 2 OF. 301 TORRE CUSEZAR, TEL.: 571-6373259/79 Ext. 112/116**, 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 **The Head of Chancery, EMBASSY OF INDIA BOGOTA, CALLE 116 NO.7-15 INT. 2 OF. 301 TORRE CUSEZAR, TEL.: 571-6373259/79 Ext. 112/116**, in the presence of the authorized representatives of the companies, those who qualify in the technical bids and wish to attend.

**6. Instruction to Bidders regarding submission of Technical Bid:**

- i. Technical bid has to be submitted as per the format specified at 'Annexure I';
- ii. Technical bid should consist of following documents. All the documents should be self-attested with the seal of the bidders. Unsigned quotations will not be considered;
  - (a) Documents in support of fulfillment of eligibility criteria;
  - (b) Profile and track record of the Agency;
  - (e) Pre Bid site visit: Interested suppliers may visit the site beforehand & understand the requirements.

**7. Instruction to Bidders regarding submission of Financial Bid:**

- i. The bidder shall quote the rate as per the proforma given at 'Annexure II';
- ii. Unsigned/overwritten quotation shall not be accepted;
- iii. Incomplete/conditional bids will be rejected.

## **8. Selection Procedure**

- i.** Technical bids will be opened by a Constituted Committee which will screen them for eligibility as per Eligibility Criteria enumerated at 2 above;

**9. Term of the Contract:** The contract will be for a period of One Year extendable to another term of one Year under the condition that the Contract amount, once agreed to by the firm, will not be increased during the period of the contract.

**10. Validity of Bids:** The bids shall be valid for a period of Six months from the date of opening of bids. A bid for a shorter period of validity shall be rejected.

**11. Mode of Payment:** Payment against bill/invoice shall be released on monthly basis.

## **12. SPECIAL CONDITIONS OF CONTRACT:**

- i. Language :** The language in which the tender will be submitted and the contract will be executed and operated will be **English**.
- ii. Jurisdiction:** The disputes, legal matters, court matters, if any shall be subject to jurisdiction as defined by Indian legal system only;
- iii. Arbitration:** All disputes of any kind arising out of service shall be referred by either party after issuance of 30 days of notice in writing to the other party clearly bringing out the nature of dispute to a single arbitrator acceptable to both parties;
- iv. Force Majeure:** Any shortfall in service or failure in fulfillment of obligations under contract due to *force majeure* like natural disasters of the nature of earthquake, floods, storm or man-made ones like war, civil strife shall be looked into in consideration of those extenuating circumstances by either side;

**Annexure-1**

**PROFORMA TO BE FILLED UP AND SUBMITTED IN THE TECHNICAL BID**

1.	Name of the Bidder Agency/Company.	
2.	Address of the Bidder Agency/Company.	
3.	Contact details of the Bidding Agency/Company.	
4.	Name of the Proprietor/Partners/Directors of the Agency/Company.	
5.	Registration and incorporation particulars of the Agency/Company.	
6.	Experience in providing maintenance of Garden.	
7.	<b>Period of Bid validity.</b>	
8.	Details of gardeners/supervisors in the company who will be directly involved with EOI Project.	
9.	Any other information.	

<b>S.No.</b>	<b>Adherence to scope of work</b>	<b>Comments (please write yes or No). In case of any deviations,</b>
<b>A</b>	<b>Preventive Maintenance of Garden (Non-Planting)</b>	
1.	Watering of garden	
2.	Sweeping of dry leaves.	
3.	Picking up of dead branch.	
4.	Weeding	
5.	Grass cutting	
6.	Trimming	



7.	Pruning	
8.	Loosening of Soil	
9.	Fertilizing	
10.	Spraying of insecticide/ fungicide	
11.	Cutting of dry leaves collection	
12.	Cutting of long trees branches	
13.	Watering of Garden.	
<b>B.</b>	<b>Operational Garden Maintenance (Planting):</b>	
1.	Replacement of plants	
2.	Planting of Plants/trees and grow Grass	
3.	Flower Decoration & arrangement	
4.	Creation & Maintenance of Green House Area	
c.	<b>Man power requirement for Garden Maintenance :</b>	
1.	The firm shall employ a full time professional gardener for 12 days a month, from 0800 hours to 1700 hours. In case of Garden Supervisor going on leave, company has to provide replacement in her/his place. In no circumstances, the work of the embassy should be affected.	
2.	The gardener should be responsible for all the onsite work as specified in the above scope of work A and B enlisted above. The schedules for preventive and operational Garden maintenance work should be adhered to.	

**Declaration**

1 hereby certify that the information furnished above is full and correct to the best of our knowledge. The self-attested copies of required documents as mentioned in para 5 of the Tender notice have been submitted. We understand that in case of non-submission of required documents, the bid shall stand rejected.

**(Signature of the authorized signatory)**

**Dated** \_\_\_\_\_

**Name and address of the Agency/Company** \_\_\_\_\_

**Seal of the firm**

**PROFORMA TO BE FILLED UP AND SUBMITTED IN THE FINANCIAL BID**

<b>Description</b>	<b>Amount incl. IVA</b>
Annual charges for input cost for Preventive maintenance of Scope of work Part A	
Annual charges for input work including flower/plants etc., as per Scope of work Part B	
Annual labour cost as per Scope of work Part C	
Miscellaneous charges, if any not covered under Part A, B, C in the scope of work.	
Local Taxes	
<b>Total Cost for Maintenance of Garden as per scope of work</b>	

**Declaration**

I hereby certify that the information furnished above is full and correct to the best of my knowledge.

**(Signature of the authorized signatory)**

**Dated** \_\_\_\_\_

**Name and address of the Agency/Company** \_\_\_\_\_

**Seal of the firm**

## CONTRACT AGREEMENT

CONTRACT AGREEMENT NO:

This Agreement made on \_\_\_\_\_ between Embassy of India, Bogota through its authorized signatory \_\_\_\_\_ (which expression shall include its administrators, successors, executors) on the one part and M/s \_\_\_\_\_ (hereinafter referred to as contractor) which expression shall include its administrators, successors, executors and permitted assigns on the other part.

Whereas, Embassy of India, Bogota is desirous of getting the work of Gardening at Ambassador of India's Residence at as mentioned in detailed document and has invited tenders for this work as per tender document issued for this purpose. And whereas M/s \_\_\_\_\_ had participated in the above referred bidding vide their proposal dated \_\_\_\_\_ and Embassy of India, Bogota accepted their aforesaid proposal and awarded the work to M/s \_\_\_\_\_ vide its award letter No. \_\_\_\_\_ dated \_\_\_\_\_ and the documents referred to therein which have been accepted by M/s \_\_\_\_\_, resulting into a contract.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER Embassy of India, Bogota has awarded contract to M/s \_\_\_\_\_ herein after on the Terms and Conditions contained in acceptance letter dated \_\_\_\_\_ and the documents to therein. The award has been taken with effect as per the aforesaid award letter w.e.f. \_\_\_\_\_. The terms and expressions used in this agreement shall have the meanings as are assigned to them in the Contract Documents.

### Name of Documents

1. Award letter no. BOG/872/1/18 dated 29.01.2019
2. Set of tender documents and quotations submitted by the contractor;  
initialed by both the parties through their representatives.

All the aforesaid contract documents shall form an integral part of this agreement. The contract shall be performed by the contractor strictly and faithfully in accordance with the terms of the agreement. Any modification of the agreement shall be effected only by a written instrument signed by the authorized representatives of both the parties.

It is specifically agreed by and between the parties that all the differences or disputes arising out of the agreement or touching the subject matter of the agreement shall be decided by process of settlement & arbitration as per provision of the Indian Arbitration Act and Delhi shall have exclusive jurisdiction over the same.