

**EMBASSY OF INDIA MEXICO
CITY

NOTICE INVITING TENDER

Tender invitation for Annual Maintenance Contract for maintenance of swimming pool at the Embassy Residence (ER) of the Embassy of India, Mexico City.

TENDER NO. MEX/ADM/866/01/2018

Important Schedule for tender Notice

Date of Publishing of Bids	22.04.2024
Date of Receiving of Bids (Start)	22.04.2024
Date of Clarification (Start)	22.04.2024
Date of Clarification (Ends)	06.05.2024
Bid Submission Closing Date & Time	13.05.2024 at 1400 hrs
Technical Bids Opening & Time	13.05.2024 at 1530 hrs
Financial Bids Opening & Time	Will be advised via email to technical qualified bidders

Terms & conditions, scope of work and proforma for submission of quotations are enclosed. The bidder shall sign on every page of the document and submit their quotation, complete in all respects, by post or by hand at the Embassy of India, Mexico City. The tender documents can also be downloaded from www.eprocure.gov.in

The right of acceptance of tender will rest with the Competent Authority in the Embassy. Also, the Embassy is not bound to accept the lowest offer and reserves the right to reject or partially accept any or all the tender received without assigning any reasons thereof.

**Embassy of India, Musset 325, Polanco III SECC, Miguel Hidalgo, 11550, Mexico City,
Mexico. Ph: +52-55-5531-1050.**

Web: www.indiainmexico.gov.in Email: hoc.mexico@mea.gov.in

EMBASSY OF INDIA
MEXICO CITY

Subject: Tender invitation for Annual Maintenance Contract for maintenance of swimming pool at the Embassy Residence (ER) of the Embassy of India, Mexico City.

The Embassy of India, Mexico City invites sealed tenders for Annual Maintenance Contract (AMC) for maintenance of swimming pool at Embassy Residence at Juan O'donoju 120, Lomas-Virreyes, Lomas de Chapultepec IV Secc, Miguel Hidalgo 11000, Mexico City, Mexico.

2. The tenders are invited under two bid system viz. Technical Bid and Financial Bid from reputed and experienced firms having regular office preferably in Mexico City, Mexico for maintenance of swimming pool at Embassy Residence (as per details given at Section-IV).

3. Bidders are requested to go through the terms & conditions contained in the bid document. Bidders are also required to deposit Earnest Money Deposit (EMD) of M\$ 2000.00 (Mexican Pesos Two Thousand only) in the form of "Demand Draft/Cheque or Bank Guarantee from any Scheduled bank of Mexico" in favour of "Embassy of India, Mexico City". Bids received without EMD will not be considered and rejected summarily. EMD of all unsuccessful bidders shall be refunded within 30 days of awarding the tender. No interest shall be payable for EMDs. The EMD will be forfeited on account of one or more of the following reasons:

- i. The bidder withdraws his bid during the period of bid validity;
- ii. In case of a successful bidder, the selected bidder fails to sign the agreement in time or furnish Performance Security;
- iii. Furnishing of any wrong information.

4. The successful awarded bidder is required to submit 3% of annual contract amount as Performance Security before the commencement order is given and within 10 days of signing the final contract. The EMD of the successful bidder may be adjusted in the Performance Security by depositing the difference in amount of Performance Security or alternatively EMD could be refunded by taking a fresh Performance Security. The Performance Security shall remain valid for a period of 60 days beyond the date of completion of the contract. If bidder quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.

5. The tender should be submitted in **three sealed envelopes** as below:

- (a) The first envelop for EMD of M\$ 2000.00

- (b) The second cover superscripted as “**Technical Bid**” should contain details of technical capabilities of the firm (with documentary evidence) as per Section-IV.
- (c) The third envelope superscripted “**Financial Bid**” should contain rates only for AMC as per Section-V of the Tender Document.
- (d) All three covers should be placed in the main sealed envelope superscripted “**Tender for Annual Maintenance Contract for maintenance of swimming pool**” addressed to the **Head of Chancery, Embassy of India, Musset 325, Polanco III SECC, Miguel Hidalgo, 11550, Mexico City**, and must reach on or before 13 May 2024 by 1400 hrs. Bids may be hand delivered or sent by post at the aforementioned address so as to reach on or before the prescribed date and time. Mission will not be responsible for any postal delay.

6. 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.

7. 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.

- i. When the terms and conditions of the contract are breached.
- ii. When the service provider fails to comply with minimum service levels agree upon.
- iii. Failure of the service provider to comply with statutory requirements shall constitute sufficient ground for annulment of the award and forfeiture of service guarantee. Notice with reasonable time will be given to service provider in case of forfeiture of performance guarantee.

8. The Tender shall be neatly arranged, plain and intelligible. Each page of the Tender should be signed. It should not contain any terms and conditions, printed or otherwise, which are not applicable to the Tender. The conditional tender will be summarily rejected. In any case, none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of tender issued by the Embassy of India.

9. Any bid received by the Embassy of India after the deadline for submission of bids will be rejected and not be considered and may be returned unopened to the bidder.

10. Tender shall be valid for 180 days from the date of submission of tenders. A tender valid for a shorter period shall stand rejected. Embassy of India may ask for the bidder's consent to extend the period of validity. Such request and the response shall be made in writing only. A bidder agreeing to the request for extension will not be permitted to modify his tender.

11. Embassy of India, Mexico City **reserves the right to accept any tender**, reject any tender without assigning any reasons and accept tender for all or anyone or more of the articles for which the bidder has submitted bid. The Mission reserves the right to exclude any of the jobs/items from the AMC during tendering process. The Service Provider will be decided on the basis of items/jobs agreed to be proposed to be carried out by the AMC Contractor.

12. If any dispute, difference or question at any time arises between the Mission and the Contractor in respect of the agreement signed which cannot be settled mutually or in case of termination, shall be referred to arbitration. The arbitration proceedings will be conducted in accordance with and be subject to the UNCITRAL (United Nations Commission on International Trade Laws) Arbitration Rules, as amended from time to time and the decision of the arbitrators as mentioned above shall be final and binding on the parties. The Arbitration will have its sittings in the Embassy of India in Mexico City, Mexico.

13. Prior to the expiration of the period of bid validity, Embassy of India, Mexico City will issue a Letter of Intent by email to the successful bidder that it is proposed to accept the bid. Upon the receipt of acceptance letter from successful bidders and furnishing of Performance Security, the letter of award of work will be issued and Contract will be signed by the Embassy of India, Mexico City. The successful bidder, on award of contract, must send the contract/acceptance in writing, within 7 days of award of contract; otherwise, the Contract will be awarded to the other bidder.

14. The contract shall be valid for one year after signing of the contract subject to satisfactory performance of the service provider. The payment towards complete maintenance of the swimming pool at the Embassy Residence will be made on monthly basis in the first week of the next month on submission of invoice by the company. The contract may be extended on annual basis for the next one year on mutual consent subject to satisfactory performance report by the users, and subject to no increase in the value of the Contract and no change in the existing terms and conditions.

15. No variation in or modification of the terms and conditions of the Contract shall be made except by written amendment signed by both the parties i.e. authorized representative of the selected service provider and the Embassy of India, Mexico City.

16. The Service provider shall pay the expenses of applicable duties for execution of agreement.

17. The contractor shall not further sub-contract, the whole or any part of the contract, under any circumstances to a third party.

18. Non-Disclosure Agreement: The selected bidder shall submit a Non-Disclosure Agreement (NDA) after signing the agreement to the effect that the bidder and the personnel deployed by the bidder shall not disclose any information/data which they may obtain/acquire while providing services to the Embassy of India.

19. The Service Provider shall be responsible for coordinating with concerned local authorities and compliance of all local laws & rules in carrying out the contracted work.

20. No request for revision/increase of approved rates during the currency of the AMC will be entertained. No other charges like transportation fare etc. will be payable for providing the services.

21. 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, stipulated in the tender documents are liable to be rejected. Bidders have to submit the Bid Securing Declaration in the attached **Form**.

22. The Mission reserves the right to amend any of the terms and conditions contained in the Tender Document or reject any or all applications/offers without giving any notice or assigning any reason thereof. The decision of the Embassy of India in this regard will be final and binding upon the bidders.

23. For any tender related enquiry/clarification/site visit, please contact **Head of Chancery** by E-mail hoc.mexico@mea.gov.in.

24. All bidders are requested to read and understand the terms & conditions of the contract before submitting their bids. No change or violation of the aforementioned terms and conditions is permissible once the quotation is accepted by the Mission.

SECTION - II

TERMS AND CONDITIONS

1. At any time prior to the deadline for submission of bids, Embassy of India, Mexico City, may, for any reason, whether on its own initiative or in response to the clarification requested by a prospective bidder, modify the tender document.
2. Embassy of India, Mexico City shall award the contract to the eligible bidder whose Technical Bid has been accepted and determined as the lowest evaluated commercial tender. The lowest price criteria shall be applied on the total.
3. Interpretation of the clauses in the Tender Document/Contract Document: In case of any ambiguity/dispute in the interpretation of any of the clauses in this Tender Document, Embassy of India, Mexico City's interpretation of the clauses shall be final and binding on all parties.
4. The successful bidder, on award of contract, must send the contract/acceptance in writing, within 7 days of award of contract; otherwise the Contract will be awarded to the next successful bidder i.e. L-2.
5. Embassy of India, Mexico City reserves the right to terminate the contract at any point of time during the tenure of contract, if the services are not found satisfactory or the contractor dishonours the contract. Decision of the Mission in this regard shall be final and binding upon the contractor.
6. No request for revision/increase of approved rates during the currency of the AMC will be entertained. No other charges like transportation fare etc will be payable for providing the services.
7. The Contractor shall be responsible for minimum wages payment to his employees as per local laws. Besides, workmen compensation policy shall be taken for all workers by the Contractor at his cost. The Embassy of India shall be kept immune from any mishapening at site.
8. All workers must wear uniform of the company at all times. The dresses should not be untidy. Workers should be given sufficient uniforms.
9. The workers should not be allowed to bring any of their personal belongings except mobile phones. They should deposit their personal belongings at Security Gate.

SECTION - III

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. Prices

- a. Price quoted by the Contractor and agreed to by Embassy of India, Mexico City shall be considered final and no price escalation will be permitted thereafter.
- b. Bidders must quote the price in the format given in Contract Price Schedule at **Section – V** of this document.
- c. All prices are to be quoted only in Mexican Pesos.
- d. The prices quoted should be all inclusive of taxes, transportation, insurance charges, etc.

2. Warranty:

All the items/spare parts replaced by the Contractor, shall carry minimum 01 (one) year on site comprehensive warranty from the date of installation of the items. The bidder must undertake to provide the installation and warranty service at Mexico City. The repairing/rectification/replacement/configuration required, if any, of the items under warranty must be done at site workshop.

3. Force Majeure:

Embassy of India, Mexico City may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations under the contract is the result of Force Majeure. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of nature (like earthquakes, floods, storms etc.), acts of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at selected Bidder's premises. If a Force Majeure situation arises, the service provider shall promptly notify the authority in writing of such conditions and the cause thereof. Unless otherwise directed by the Embassy of India in writing, the service provider shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means not provided by the Force Majeure event.

SECTION - IV

TECHNICAL SPECIFICATIONS/JOB DESCRIPTION/SCOPE OF WORK

The swimming pool, maintenance service should meet the required health and quality standards as defined by local law as per following details:

- I. Contract maintenance work shall be carried out **two times a week**. Work shall be carried out by professional personnel and in a professional manner using trained and competent personnel.
- II.
 - (a) Complete filter operation, cleaning of Main & Rehab pools.
 - (b) Cleaning & vacuuming, brushing of the pools including pool bottom. Removing of all debris.
 - (c) Supply of dosing of chemicals as under and keep the following parameters within recommended levels:
 - Free Chlorine levels
 - Chlorine levels
 - Combined Chlorine levels
 - potential Hydrogen levels
 - Total Alkalinity
 - Calcium Hardness
 - Cyanuric Acid
 - Total Dissolved Solids (TDS)
 - Saturation index
 - Temperature
 - Unit of Opaqueness
 - (d) Maintenance of the pools water should be crystal clear & pool hygiene should be maintained.
 - (e) **Water level and PH level checking.**
 - (f) Backwashing of the filtration plant.
 - (g) Minor mechanical maintenance including foot valve rectification, pump gland packing and greasing, replacement of pools cleaner , brushes, rubber gasket etc and repair of suction pumps including :
 - (h) starter and motors
 - (i) Maintenance of Swimming Pool lights & bulbs
 - (j) Pools water parameters will be checked **2 times in a week**
 - (k) Pools bottom cleaner suction weeper unit will be operated once in a week for maintenance pools bottom in perform condition
 - (l) Sufficient operating staff for monitoring operations, maintenance of; swimming pool to keep pools water crystal clear and in hygienic condition.
 - (m) Equipment needed for cleaning and maintaining of swimming; pool will be provided by vendors.
- III. Copy of the maintenance report for each and every visit shall be handed over to the Embassy; after it has been counter signed confirming the job has been carried out satisfactorily. Water quality test shall be carried out regularly and the analysis duly attested by the companies representative should be submitted at the end of every month.
- IV. Contractor to provide list of frequently used chemicals with the price and list of all minor and or major spares parts that are regularly required to be changed and their prices.

Contractor will be responsible for the maintenance and services of machine in the event of normal breakdown.

- V. Contractor shall ensure to maintain enough stock for one month of chemical and spares at all time and or during the contractual period for the smooth operation of the swimming pool. Spare parts and chemicals not covered in the routine contract will be charged separately after obtaining the approval of the Embassy. Contractors will supply materials to maintain swimming pool as per client's requirement

VI. Regular site inspections will be conducted by the Service provider.

In case of any major equipment failure that may be caused by natural disasters, Embassy will notify Service Provider within 24hours of the problem. Service Provider shall complete repairs within 48 hours of complaint, depending on the availability of necessary parts needed to make the repairs or replacements. Contractors will provide Technician to perform maintenance or repairs, and as a result further work is required by Service Provider to restore the machine to operating condition

Contract Term

- This Service shall continue for a period of 12 months ("Term"), with option for renewing for one more year, if the two parties agree on that.
- The Embassy may terminate the contract at any time by giving 30 (thirty) days notice in case the selected company fails to fulfil its contractual obligation and fundamental non-performance.
- The Bidder is requested to quote the unit rates in Mexican Peso (**Inclusive of all taxes**).

TECHNICAL INFORMATION
(Proforma to be submitted with Technical Bid)

1. Name of firm:
2. Address of the Registered Office:
3. Correspondence address:
4. Contact details:
Telephone/Fax:
E-mail:

S/no	Requirements	Response
1.	a. Brief introduction of the company.	
	b. Previous experience in the field (minimum of three years)	
	c. Total number of regular employees with the firm	
	d. Turnover of the firm for the last two years	
	e. Registration Certificate & license for the services	
2.	Detail work plan and methodology for undertaking the job	
3.	Qualification and experience of the staff [including supervisory / managerial staff] proposed to be deployed for the job.	

SECTION – V

Format for submitting the Price Schedule for maintenance of swimming pool at Embassy Residence at Juan O’donaju 120, Lomas-Virreyes, Lomas de Chapultepec IV Secc, Miguel Hidalgo 11000, Mexico City, Mexico.

Embassy of India, Mexico City
Tender No. MEX/ADM/866/1/2018

Price Schedule (item-wise)

Sr. No.	Job/Item	Price quoted/per month (in Mexican Pesos) (Inclusive of all taxes)
1.	Service charges for maintenance of swimming pool two times a week (8 times in a month)	
2.	Chemical/Cleaning material/equipment charges per month	
Total charges per month		

Name of firm

Address for correspondence

Contact

Note: 1. The above quoted prices are complete in all respects as per technical specifications inclusive of packing, forwarding, transit insurance, loading & unloading, transportation.

2. Certified that rates quoted for the above items are as per specifications, terms & conditions mentioned in the tender document.

Yours faithfully,

(Signature of Authorized Signatory)

Name & Designation:

Company seal

Form 1: Documents Relating To Bid Security Bid

Securing Declaration (on Company Letter-head)

Bidder's Name _____ [Address and Contact

Details] Bidder's Reference No. _____ Date.....

To

The President of India,
through Head of Chancery
Embassy of India,

Musset 325, Polanco III SECC,
Miguel Hidalgo, 11550, Mexico
City

Ref: Tender Document No. Tend No./ xxxx; Tender Title: Tender invitation for annual maintenance contract for maintenance of swimming pool at the Embassy Residence (ER) of the Embassy of India.

Sir/ Madam

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand we shall stand automatically suspended from being eligible for bidding in any tender in Organization for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

- 1) withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or
- 2) being notified within the bid validity of the acceptance of our bid by the Procuring Entity:
 - (a) Refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.
 - (b) Fail or refuse to sign the contract.

We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

1) receipt by us of your notification

(a) of cancellation of the entire tender process or rejection of all bids or

(b) of the name of the successful bidder or

2) forty-five days after the expiration of bid validity any extension to it.

(Signature with date).....(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[name & address of Bidder and seal of company] Dated on

day of.....[insert date of signing]

Place.....[insert place of signing]