

**EMBASSY OF INDIA
MEXICO CITY**

NOTICE INVITING TENDER

Tender invitation for Annual Maintenance Contract for upkeep of gardens and ground maintenance at the Chancery premises and the Embassy Residence (ER) of the Embassy of India.

TENDER NO. MEX/ADM/872/1/2022

Important Schedule for tender Notice

Date of Publishing of Bids	17.11.2022
Date of Receiving of Bids (Start)	17.11.2022
Date of Clarification (Start)	17.11.2022
Date of Clarification (Ends)	02.12.2022
Bid Submission Closing Date & Time	08.12.2022 at 1400 hrs
Technical Bids Opening & Time	08.12.2022 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 upkeep of gardens and ground maintenance at the Chancery premises and the Embassy Residence (ER).

The Embassy of India, Mexico City invites sealed tenders for Annual Maintenance Contract (AMC) for upkeep of gardens and ground maintenance of its Chancery premises at Musset 325, Polanco III SECC, Miguel Hidalgo, 11550, Mexico City and 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 upkeep of gardens and ground maintenance at its Chancery premises and the 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\$ 1500 (Mexican Pesos One Thousand Five Hundred 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 **two sealed envelopes** as below:

- (a) The first sealed cover superscripted as "**Technical Bid**" should contain details of technical capabilities of the firm (with documentary evidence) as per Section-IV.
- (b) The second sealed envelope superscripted "**Financial Bid**" should contain rates only for AMC as per Section-V of the Tender Document.
- (c) Both the sealed covers should be placed in the main sealed envelope superscripted "**Tender for Annual Maintenance Contract for Gardening Services**" 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 08 December, 2022 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 agreed 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 garden of Chancery premises and 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 two years 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 mishappening 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

Upkeep of gardens and ground maintenance at Chancery premises and the Embassy Residence. This would inter alia, include the following:

1. Grass cutting (**by Lawn Mower**), cleaning, aerating, watering, fertilizing of the green areas;
2. Disposal of organic garbage;
3. Trimming, manual watering, fertilizing, de-weeding of all areas including hedges, flower beds and plants;
4. Spraying against disease and pests with included materials at the company's cost; Planting of seasonal flowers at the company's cost;
5. Replacement of dead flowers and bushes;
6. The firm shall employ one gardener at Embassy Residence during Monday, Wednesday and Friday (0930 hrs to 1330 hrs) and on Saturday (0930 hrs to 1130 hrs) and at Chancery premises during Tuesday and Thursday (0930 hrs to 1630 hrs). The total man-hours will translate into 14 hours at Embassy Residence and 14 hours at Chancery premise **per week** respectively.
7. The gardener must be familiar with gardening work and should be a qualified person with requisite qualification.
8. The firm shall provide in materials / consumables in the garden, plants, pots, tools and other items used for the gardening work at its own cost.
9. Seasonal/indoor/flower plants are to be provided by the firm on its own cost.
10. 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 Mexico including payment of minimum wages, social security etc. the winning bidder would be required to dedicate one supervisor / manager who can be contacted for all queries / requirements in connection with the work awarded.
11. The firm would be responsible for its workers in terms of their antecedents and conduct, services performance and behaviour as also the payment of salaries, compensation etc.
12. Bidders would be required to furnish the information and submit documents, as per the attached proforma and would quote prices strictly on monthly basis only. Price quoted should be on all-inclusive basis and shall include the cost of all services, personnel, material, transportation etc. Technical information should be given in separate envelope.
13. The Contractor shall provide the coordinates (name, address, contact details) of the daily staff/cleaners along with their photographs. Besides, the bidder shall be responsible for verification of character and antecedents by the Police Authorities of the technicians and its staff, which to be submitted within a month of award of contract.
14. The staff must be wearing face masks, shoes and disposable hand gloves, to be

provided by the contractor, at all times, and follow other COVID-19 appropriate behaviour.

15. The services will need to be made operational within 30 days from the date of award of contract, failing which Embassy of India, Mexico City reserves the right to cancel the contract and award it to any other service provider.
16. Execution Method: The Embassy of India, Mexico City shall approve the following for effective performance of tasks:
 - i. Standard operation procedure for all service categories,
 - ii. Daily/Weekly/Monthly/Quarterly/Yearly Maintenance Schedules,
 - iii. Logbooks/Log sheets
 - iv. Down time scheduling of various services

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 and gardening staff] proposed to be deployed for the job.	

SECTION – V

Format for submitting the Price Schedule for gardening services and ground maintenance at Chancery premises at Musset 325, Polanco III SECC, Miguel Hidalgo, 11550, Mexico City and 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/872/1/2022

Price Schedule (item-wise)

Sr. No.	Job/Item	Price quoted/per month (in Mexican Pesos) (Inclusive of all taxes)
1.	Gardening Services (by one gardener)	

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 upkeep of gardens and ground maintenance at the Chancery premises and 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]