

BRA/CH/862/01/2020
Embassy of India, Brasilia

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Invitation to Bidders

Subject: Maintenance of Green Space in Chancery-cum-residential complex

1. General Information:

Embassy of India, Brasilia, Brazil on behalf of the President of India invites tender in "Single Stage Two Bids (Technical & Financial Bid) System" on Fixed Price Lumpsum basis for the above-mentioned work.

Tender Publishing Date	28 April 2023
Tender Document Downloading date	28 April 2023
Pre bid meeting date & time	From 1 to 9 May 2023 (1000 to 1700 hours – on request)
Tender submission closing date and time	23 May 2023 at 1700 hours
Technical bid opening date and time	24 May 2023 at 1500 hours
Financial bid opening date and time	24 May 2023 at 1600 hours

2. Documents for Tender

The following documents are attached for submission of tender documents: -

- Annexure A: Invitation and Instruction to Bidders
- Annexure B: Technical Eligibility Criteria
- Annexure C: Terms and Conditions
- Annexure D: Scope of Work / Details of requirement of services
- Annexure E: Performance Security
- Annexure F: Financial Bid

3. Issue, Receipt and Opening of Tender Document

(i) Receipt of Tender Documents

The Tender documents, as mentioned above, may be obtained free of cost and may be downloaded from Central Procurement Portal <https://eprocure.gov.in/cppp/> and also the official website of the Embassy of India, Brasilia at under Tenders.

(ii) Submission of Tender

- (a) **The Tender shall be submitted before 1700 hours on or before 23 May 2023 preferably in English at Embassy of India, Brasilia (at the address below): -**

Mrs. Sunila Krishnan, Head of Chancery
Embassy of India, Brasilia
SES 805 Lote 24, Asa Sul
Brasilia, Distrito Federal
CEP – 70452-901, BRAZIL

- (b) Any Tender received after the tender submission closing date and time will not be considered. Technical Bid shall be opened on the 24 May 2023 at 1500 hours.
- (c) The Tender shall remain valid for a period of One Hundred Eighty (180) days from the last date of submission or any extended period.
- (d) Mode of submission of Tender: The Tender shall be submitted in sealed envelopes as described below:

Envelope "A" - Superscribed as "**Technical Bid Documents**"

Envelope "B" - Superscribed as "**Financial Bid Document**" along with the EMD

- (e) Any technical bid containing a financial proposal or disclosing the financial quotation for the service shall be rejected.

4. Opening of Tender

- (a) The tenders shall be opened in the Embassy of India, Brasilia office at the address given above. The bidders may send their representatives on the stipulated date for opening of tender.
- (b) Envelop 'A' containing Technical Documents shall be opened in the presence of representatives of bidders, and referred to the 'Tender Evaluation Committee' of the Embassy.
- (c) After evaluation of Technical Documents, a list of qualified bidders will be prepared by the Embassy. Qualified bidders will be informed about acceptance of their technical bid, and a date for opening the financial bid for the technically qualified bids would be **24 May 2023 at 1600 hours**.
- (d) The 'Financial Bid' shall be opened at the notified time, date and place in presence of bidders or their representatives.

5. Award of Work

- (a) The financial bids opened in presence of the representatives of the company shall be further evaluated by the 'Tender Evaluation Committee'.
- (b) A letter of 'Award of Contract' shall be issued to the successful bidder, whose bid is found to be lowest and whose bid has been finally accepted.

6. Earnest Money Deposit (EMD)

- (a) The firm is required to deposit a sum of R\$3960.00 (Real Three thousand nine hundred sixty only) along with the the Financial Bid Document.
- (b) The estimated cost of the tender would be approximately R\$198,000.00 per annum.

7. Period of Contract

- (a) The contract period would initially be for a period of One year.
- (b) The contract would be extendable on year to year basis for another two years on same terms & conditions and charges subject to satisfactory services and mutual consent.

- (c) There will be no mid-term escalation in the rate of the contract during the full contract period of total 3 years (initially for a period of one year extendable on year to year basis for another two years).

8. Other information

- (a) Embassy will not to give a reason for the rejection of any Tender.
- (b) The tenderer, whose bid is accepted shall be issued a letter to 'Award the Work'.
- (c) The tenderer will be required to submit a list of full details of services of green space management proposed to be deployed during the contract period within 7 days from the issue of award of work.
- (d) The Tenderer will also be required to sign the 'Terms and Conditions' of the agreement for green space management.
- (e) If a firm quotes Nil charges/consideration, the bid shall be treated as unresponsive and will not be considered.

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Technical Eligibility Criteria

The bidder must fulfil the following eligibility criteria in order to be eligible for consideration of their bids. These criteria shall be taken in to account while evaluating their technical bids: -

1. **Registered Office:** The bidder must have a registered office or branch office located in Brasília. A certificate of registration of their office in Brasília should be enclosed.
2. **Experience:** The bidder must have a minimum **three years' experience** in managing green space or gardening services in reputed office, preferably in Govt. offices, diplomatic missions, international organizations or MNCs.
3. **List of Clients/Similar Work:** The bidder should provide a list of its clients to whom similar service is being provided or has been provided in last three years. Similar service would mean managing the green space, maintaining the garden and supplementary pathways.
4. **Satisfactory Service Certificate:** The bidder should submit along with the bid document a certification from its clients regarding satisfactory in providing similar services during the last three years. The certificates should be from prominent organization(s) viz. Government offices, diplomatic Missions, international organizations, MNCs etc.
5. **Certificate of Registration:** The bidder should attach a copy of 'Certificate of Registration' of its company/firm along with bid documents.
6. **Bank Account:** The bidder should have its own bank account, as all payment under the contract shall be made by the Embassy either by bank transfer or by cheque only.
7. **Declaration by Bidder:** An undertaking from the bidder on its official letter head stating that the firm has not been blacklisted by any Government Department, Diplomatic Mission, International Organization or MNCs.
8. **Compliance with Labour Laws:** The firm should follow labor laws and should be registered with the competent labor authorities In undertaking the work under this tender, Embassy shall not be responsible for any violation of local Labour laws.

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Terms and Conditions of the Contract

The terms and conditions for Green Space Maintenance under the tender shall be as given below. The letter of 'Award of Work' shall be given to the successful bidder only after signing a contract with the Embassy with these terms and conditions: -

Contract Conditions.

1. The contractor should be capable of, and in possession of all resources required for providing the services enlisted in scope of work at Annexure D.
2. Rates once presented should be final and will not be allowed to change without prior approval.
3. After issue of 'Award of Contract' letter, the contractor will submit full details of all gardeners, labours, equipment and machinery etc. that would be deployed at the Embassy for execution of the work envisaged in the tender document.
4. The contractor will also submit a valid 'Police Clearance Certificate' in respect of all people who would be required to access Embassy premises to work on assignment.
5. The price to be quoted shall be inclusive of taxes and any charges; Embassy will not be liable to pay any charges other than the monthly charges quoted in the tender.
6. The contract can be terminated by the Embassy at any time if the work of the contractor is found to be unsatisfactory, **giving 30 days notice.**

Performance of Duty

1. Gardeners and labours deputed by the contractor shall report to Administration section in the Chancery and mark their attendance at the time of their arrival and departure for official records and information. Failure to report on stipulated time will qualify for penalty as admissible for late reporting.
2. It will be the responsibility of the employees deputed by the Contractor to maintain the garden and green area as specified in the tender document in neat, clean and green condition.
3. All employees to be deputed by the contractor must be well-trained, well-behaved, holding valid ID, and fully conversant with agronomy and horticulture.
4. The contractor shall indemnify the Embassy against any loss, damage or compensation that may arise due to damage to any person or machinery while executing the work under this tender.

5. In case any loss or damage to the existing green space caused due to poor upkeep or by use of faulty fertilizers/manure or any other treatment by gardeners deployed by the contractor, the contractor will be liable to either repair the damage at its own cost, or pay the damage / compensation. For this purpose, a joint committee comprising of officials from Embassy and Contractor company will be set-up to evaluate the extent of loss, and the decision of the committee shall be binding on both parties.

Penalty

1. Any complaint from the Employer regarding poor upkeep, maintenance, non-availability of requisite accessories or fulfilment of any of the conditions prescribed for green space maintenance would attract a penalty at prescribed rate.
2. For not providing requisite services: Pro-rata daily rate of the contract
3. Misbehavior by the employee of the Contractor: 10% of daily rate per employee.
4. Absence of deputed employee without authorization – Pro-rata daily rate or 50% of daily rate whichever is higher.
5. In case of breach or abandonment of contract, the contractor shall be blacklisted in addition to termination of the contract in question with forfeiture of payment of services already rendered.
6. In the case of dispute or difference arising on any unforeseen circumstances, the same shall be sorted out amicably by both parties with primary consideration to the smooth conduct of services.

Post Contract conditions

1. The contractor will submit the bills to the administration section on a monthly basis.
2. Late submission of the bills shall not generate any extra charges or inconveniences for the Embassy.

Earnest Money Deposit

1. The Earnest Money Deposit of R\$3960.00 (Real Three thousand nine hundred sixty only) in the form of Account Payee Cheque/Banker's Cheque/Demand Draft issued by any reputed Bank drawn in favour of "Embassy of India, Brasilia" has to be submitted along-with the bid. The Account Payee Cheque/Banker's Cheque/Demand Draft must be valid for six (6) months.
2. No request for transfer of any previous deposit of Earnest Money Deposit or Performance Security Deposit or adjustment against any pending bill held by the Embassy in respect of any previous work shall be entertained.
3. Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid EMD shall be forfeited or will render the bidder ineligible to submit bids for contracts with the Embassy of India Brasilia.

4. No claim shall be lie against the Embassy 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.

5. The EMD may be forfeited if the bidder withdraws his/her bids during the period of validity of the bids specified by the bidder in the bid form; or the bidder fails to sign the contract in accordance with the terms of the tender document; or 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/refuse to honour his own quoted prices for the services or part thereof.

Performance Security

1. The successful bidder has to deposit Performance Security which will be a sum equivalent to 3% of the accepted contract value in favour of 'Embassy of India, Brasilia', payable at Brasilia in form of account payee Cheque/Bankers Cheque/Demand Draft/Bank Guarantee within fifteen days of the acceptance of the Letter of Award (LoA). Performance Secuirty should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the service provided (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 (*Format of Performance Security is attached at Annexure-E*).

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

3. If the contractor fails to provided the Performance Security within fifteen days of the acceptance of LoA, such failure shall constitute breach of the contact and the Embassy shall be free to make other arrangements at the risk, cost and expenses of the Contractor.

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

Other Conditions

The Bids should be accordance with the following provision:

1. *Public Procurement Section Order No. P-45021/2/2017-PP(BE-II) dated 16.09.2020.*
2. *Rule 144(xi) in General Financial Rules (GFRs), 2017 which mandates the bidder from a country sharing land border with India to be registered with a competent authority.*

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Scope of Work / Details of requirement of services

The scope of work which is required to be undertaken under the tender is as follows: -

S. No.	Item of Work	Nos./Quantity/Frequency Required
1.	Irrigation-Watering of Plants	Daily
2.	Manuring Fertilization	As much as required to maintain the green space in proper condition. Manure and fertilizers should be provided by the contractor.
3.	Lawn mowing	1. Summer - Fortnightly 2. Winter - Fortnightly 3. Rains - Fortnightly or early, if required.
4.	Plant protection	Need based
5.	Pruning & Trimming of Trees/Shrubs Creeper etc.	Weekly basis
6.	Top dressing with soil & manure	Once in six months
7.	Repair & replacement of plants, leveling	As and when required
8.	Hedge cutting (all the boundaries of the Embassy)	Monthly basis
9.	Removal of weeds, algae etc. and maintaining in clean condition	Monthly/Bi-monthly basis, as per requirement – for each block (residence and Chancery complex)
10.	Gardening equipment	All gardening equipment required for garden maintenance must be supplied by the contractor.

Note:

- (a) The total gardening area inside Embassy is estimated at 13,288 sq meters = 3.28 acre.
- (b) All consumables required for maintenance of green space, viz. fertilizers, manure, soil, chemical for water-bodies, disposal bags etc. will be arranged by the contractor.
- (c) **The prices quoted shall also include the consumables and the machinery required to the maintain the garden area, no other additional amount would be incurred by the Embassy on this account.**

- (d) The gardener or laborer's deployed to work in the Embassy shall not be changed frequently without any reason. In case when the change of person is essential, it will be mandatory to give prior information to the Embassy and conduct verification of antecedents of the new person.
- (e) The gardeners and labours proposed to be deployed by the contract shall be qualified gardener specialized for the job. Embassy will review the qualification and performance of the gardeners deployed by the contractor from time-to-time.
- (f) All equipment and machinery (viz. hedge cutters, water-body cleaning material and tools, lawn-mowers, jet-spray for cleaning pathways etc.) required to undertake the tendered work will be arranged by the contractor.
- (g) After issue of 'Award of Contract' letter, the contractor will be required to submit a schedule of activities and number of people required for the same, within 15 days.

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Proforma of Financial Bid

(to be submitted on official letterhead of the bidder)

To

Mrs. Sunila Krishnan, Head of Chancery
 Embassy of India, Brasilia
SES 805 Lote 245, Asa Sul, 70452-901 Brasilia-DF

Gentlemen,

I/We, the undersigned, am/are willing to enter into a contract and provide services of 'Maintenance of Green Space in Chancery-cum-residential complex' in full and in accordance with the requirement laid down by the Embassy and to the entire satisfaction of the Embassy.

1. Our rate contract for maintaining the green space in the Embassy are given below: -

Description of services	Lumpsum price (Monthly in R\$)
Quotation for monthly maintenance (12 payments in a year) (including supply of workmen and machinery for maintenance of green space in Embassy Complex as per scope of work detailed in Annexure D of this Tender document.	R\$ _____ per month Resources proposed to be deployed by bidders: i) No of Gardeners _____ ii) Days from _____ to _____ iii) No. of Work hours in a day _____

I/We, agree that this offer will remain valid for a period of 180 (One Hundred and Eighty) Days from the date of Opening of bids.

Date:	Name	:
Place: Brasilia	Signature	:
	Address	:
	Telephone	:
	Email	:

Note : The person signing the financial bid should be competent to do so, and must submit a copy of documentary proof for the same.

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