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Tender No: GUA/ADM/867/2/2025
Embassy of India
Guatemala City

NOTICE: TENDER FOR OUTSOURCING OF GARDENING SERVICES AT INDIA HOUSE AND NEW PREMISES OF EMBASSY OF INDIA LOCATED AT 3 AVENIDA, 17-59 CALLE, ZONE – 14, GUATEMALA CITY

Embassy of India, Guatemala City invites sealed quotations for outsourcing of gardening services at India House and new premises of Embassy of India, Guatemala City as per specifications given in the Tender Document. Tender document can be obtained from the Administrative Wing, EoI, Guatemala City between 9.30 AM and 5.00 p.m. on all working days w. e. f. Thursday, 16 January 2025. It may also be downloaded from the Mission's website https://indemguatemala.gov.in/index.php and from http://www.eprocure.gov.in from 16 January 2025. The sealed quotations would be accepted till 3.00 p.m. on Wednesday, 5 February 2025.

2. Bid Securing Declaration in favour of Embassy of India, Guatemala City should be submitted along with the bid. The quotations should be submitted in two separate sealed envelopes, clearly superscribed as "Tender for outsourcing of gardening services at India House and Embassy of India, Guatemala City". The sealed quotations would be opened on 5 February 2025 at 1600 hrs. EoI, Guatemala City reserves the right to reject one or all of the bids without assigning any reasons. For any queries/clarifications, please contact us at +502-2220-9661 or write email to admn.guatemala@mea.gov.in.

(Ramesh Khulbey)
Head of Chancery
Embassy of India,
Guatemala City,
Guatemala

Dated: 15 January 2025
Place : Embassy of India,
3 Avenida, 17-59 Calle,
Zone – 14, Guatemala City
Guatemala

1. Important dates

Published date	16.01.2025
Bid document download start date	16.01.2025
Bid submission start date	16.01.2025
Clarification start date	16.01.2025
Clarification end date	05.02.2025
Bid submission end date	05.02.2025
Date of Technical Bid opening	05.02.2025

2. Eligibility criteria

The Firm/agency who submit quotation is required to have experience of at least 3 years in the business of outsourcing gardening services and must be registered with the relevant Trade/Commercial Offices as is required under the local regulations for tax and other purposes.

3. The Submission of Bids:

Bidders shall submit their bid in a large, sealed envelope super-scribed with "Tender for outsourcing of gardening services at Embassy of India, Guatemala City" which shall have following three sealed envelopes inside:

Envelope A: Should contain the document mentioned in Section-VII or Section-VIII. This envelope is to be super-scribed as "***EMD or BSD***" (as the case may be).

Envelope B: Should contain the documents mentioned in Section-I to Section-IV. This envelope should be super-scribed as "***Technical Bid***".

Envelope C: Should contain the documents mentioned in Section-V and Section-VI. This envelope should be super-scribed as "***Financial Bid***".

The last date for submission of duly completed bids is 05 February, 2025 (1500 hrs) and should be submitted at Embassy of India, 3 Avenida, 17-59 Calle, Zone – 14, Guatemala City.

A. Technical Bid:

The following documents should be attached with technical bid (Annexure-I)

a. Valid Permit/Registration from a competent local authority

b. The firm/agency should be registered and should have existence of at least 3 years.

c. A certificate to be submitted from the firm that the firm has not been debarred for award of contract during past 3 years.

d. Name, address, contact no., designation/capacity of the authorized person assigned on behalf of the firm/agency to represent and sign.

B. Financial Offer:

The financial bid (Annexure-II) should be submitted in separate sealed envelope along with technical bids. Service Provider shall quote his Lump-sum Fixed Price based on the enclosed Scope of Work. The bidder shall examine the scope of work and other Documents and all Addenda (if any) before submitting his Tender/Bid and shall become fully informed as to the extent, quality, type and character of operations involved in the Works.

4. Validity of Bid –

The Bid shall remain valid for a period of 180 (One Hundred Eighty) days from the date of the opening of the bid or up to any mutually extended period.

5. Late Applications:

Any bid received after the last date and time specified for submission for the same, shall not be accepted under any circumstances. Bids received after the last date and time shall be summarily rejected and no correspondence in this regard will be entertained.

6. Clarification and Amendment:

In case any prospective bidder requires any clarification with regard to the terms and conditions, a written clarification may be sought by email addressed to admn.guatemala@mea.gov.in. At any time prior to the deadline for submission of bids, the Embassy may, for any reasons, whether on its own initiative or suitability of its own requirement or in response to a clarification requested by a prospective bidder, modify the terms and conditions by making necessary amendment(s). The amendment(s) will be notified on CPP Portal and Post's website and will be binding on them. The deadline for submission of bids may also be extended at the sole discretion of the Embassy.

7. Undertaking:

The bid must be signed by the authorized person and seal affixed on every page of this his notice and thereafter complete signed document must be submitted. An undertaking should be submitted along with the bid indicating that "I/ We accept the above terms and conditions. I/We undertake that I/we have carefully studied all the terms and conditions and understand the parameters of the proposed work of the Embassy of India

and shall abide by them. I/we further undertake that the information given are true and correct in all respect and I/we hold the responsibility for the same."

8. Bid Security Declaration:

Prospective bidders are required to submit a signed Bid Securing Declaration along with their bids to the effect and stating that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the tender document, they will be suspended for the period of one year from being eligible to submit Bids/Proposals with the Embassy of India, Guatemala City.

9. Evaluation Criteria:

A duly constituted Tender Evaluation Committee will evaluate all the bids received in accordance with the stipulated terms and conditions. List of all the agencies fulfilling the technical requirements will be prepared. The financial bids of only those firms who are found technical qualified on all technical parameters will be opened on the day and time specified. The Committee may seek clarification/additional information from the firm/agency in case it is so required to evaluate the bids and help in decision-making for the purpose of selection of successful service provider. Incomplete and conditional bids will not be accepted and summarily rejected

10. Period of Contract:

The period of contract will be initially two years and would be extendable for another year (maximum tenure three years from day one of initial contract), on the same terms and conditions and rates, subject to satisfactory performance of services and mutual agreement and the sole discretion of the Embassy.

10. Scope of Work:

The gardening services will primarily be required at India House, located at 9 Calle, 11-60, Zone 14, for the following tasks:

a) Daily maintenance of the gardens.
b) Regular weeding, manicuring, and trimming of plants, shrubs, and trees.
c) Watering of plants and lawns.
d) Application of fertilizers, plant nutrients, and pest control as needed.
e) Removal of dry leaves, pruning of plants, and general upkeep.
f) Lawn mowing to ensure a neat and well-maintained appearance.
g) Periodic replanting, grafting, and other seasonal horticultural activities.

Additionally, minor gardening work at the Embassy premises, located at 3 Avenida, 17-59 Calle, Zone 14, Guatemala City, will be limited to watering plants and maintaining the creepers to ensure their upkeep.

12. Terms & Conditions:

i. Tender bids received after the closing date and time will not be entertained.
ii. The Mission reserves the right to extend the last date and time for submission of the bids on its own discretion.
iii. The bidding agency shall bear all costs associated with the preparation and submission of its bids and the Embassy of India, Guatemala City, Republic of Guatemala will in no way be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. It is also clarified that no binding relationship will exist between any of the bidders and the Ministry until execution of a contractual agreement
iv. Failure to furnish all the required information may result in rejection of the bid.
v. Agencies applying for the tender will submit a certificate that the information submitted by them is correct and they will abide by any decision of the Ministry. In case the information submitted by the agency is found to be false and/ or incorrect in any manner, the agency can be suspended and/or debarred.
vi. Any notice by one party to the other, pursuant to the Contract shall be sent by e- mail/letter and confirmed in writing to the address specified for that purpose in the Contract.
vii. To assist in Technical evaluation, the Embassy reserves the right to call for any clarification from any/all bidding agencies during the evaluation of the bids. Such clarification should be submitted only in writing. However no other correspondence on bids will be entertained.
viii. Participation in this bid will imply that the bidder has accepted all the terms and conditions and subsequent modifications, if any, of this bid document.
ix. The Embassy shall have the sole proprietary rights over the content created/edited/provided by the agency who has been awarded the contract through this tender.
x. In all matters related to dispute relating to this tender, the decision of this office will be final and binding upon the agency.
xi. The Embassy reserves the right to accept or reject any or all bids without assigning any reasons at any stage of tender process. No bidders shall have any cause or claim against the Ministry for rejection of their bid.
xii. Agency will submit contact details and address proof of all the workers in advance. Agency will inform Embassy well in time in case any changes in manpower.

xiii. **Payment terms**:

- The price quoted shall remain fixed and not be subject to variations in exchange rate, duties, levies etc.
- Payment on monthly basis will be released on submission of invoice for the same at the end of the respective month
- The agency who has been awarded the contract shall submit the bills within a week of expiry of the billing period.
- The quote price will be excluding IVA. If IVA is included, the same will be deducted at the time of payment for *IVA* Exemption Certificate will be provided by Embassy.
- No advance payment shall be made for the services. The payment will be released through direct bank transfer or cheque
- Price quoted should be on an all-inclusive basis and shall include the cost of all services, personnel, transportation, rental taxes, consumable, labour, insurance of its workers, etc. The Embassy of India would not be responsible for any dues other than the agreed contract amount.

13. Agreement deed:

The successful bidder shall execute an agreement for the fulfillment of the contract at the time of award of contract. The incidental expenses of execution of agreement/Contract shall be borne by the successful bidder.

14. Penalty Clause:

i. If the bidder withdraws or alters the bid before the expiry of bid validity period, Embassy may take the decision to forfeit the EMD (if given) and debar it from participating in future tenders.

ii. If at any future point of time it is found that the bidder has submitted information which is factually incorrect or if the bidder does not fulfill any of the contractual obligations, the Embassy may take a decision to cancel the contract with immediate effect, and/or debar the bidder from bidding prospectively in this and all other tender procedures for a period to be decided by the Ministry and take any other action as deemed necessary. The penalty with respect to its time period shall be quantified by the Embassy at its own discretion/ satisfaction.

iii. It would be the first and foremost responsibility of the contractor to ensure that the services are being provided satisfactorily and contract is executed as per agreed terms and conditions.

15. Settlement of Disputes and Arbitration:

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 as described in clause XVII, shall be referred to arbitration.

16. Force Majeure:

In the event of force majeure i.e. unforeseeable events such as war, floods, earthquake etc beyond the reasonable control of the Parties to the contract which prevent either party from meeting their obligations under this contract, the contractual obligations as far as affected by such event shall be suspended for as long as the force majeure continues provided that the other party is notified within two weeks after occurrence of the force majeure. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder. In the event of force majeure either party shall be entitled to prolongation of this Contract equal to the delay caused by such force majeure.

17. Liquidated damages and termination:

• In case of quality of service provided by the contractor found wanting / inadequate, the competent authority may terminate the contract agreement after giving 15 days' notice. In that case the competent authority may forfeit the Performance Guarantee deposit.
• In case of a material breach of any of the terms and conditions mentioned in the tender document, the competent authority will have the right to terminate the contract, cancel the work order without assigning any reason and nothing will be payable by this Ministry in that event and the Performance security deposit may also be forfeited .

18. Conditional Acceptance of the Tender

The acceptance of the Tender shall be conditional and not finally binding upon the Embassy of India, Guatemala City. The Embassy of India, Guatemala City may withdraw the acceptance of the Tender without any notice or other formality and may enter into a new Agreement for the execution of the Works or any part of it.

19. Amendments to Tender Document

At any time prior to the date of opening of the tender, the Embassy of India, Guatemala City may issue an addendum in the Tender Document in writing to all persons or firms to whom the Tender documents have been issued, deleting, varying or extending any item of this Tender Document. Prospective bidders shall promptly acknowledge receipt of each Addendum to the Embassy of India, Guatemala City.

20. Clarification:

Any further information or clarification which the Tenderer may require in order to complete his bid, may contact Mr. Ramesh Khulbey, Head of Chancery, Embassy of India, 3 Avenida, 17-59, Zone – 14, Guatemala City, Guatemala, Telephone No.: +502-2220-9661; email- hoc.guatemala@mea.gov.in.

21. No escalation of price

Price escalation, in rates due to any reason such as change in foreign currency exchange rate, increase in prices of labour, fuel (petrol, diesel, gas, etc.), transport, electricity & water, levy of new taxes, hike in any tax rate, Cess or due to delay in completion, etc. shall not be applicable.

(Ramesh Khulbey)
Head of Chancery
Embassy of India, Guatemala City,
Guatemala
Tel: +502-2220-9661
e-mail : hoc.guatemala@mea.gov.in

Annexure I

(Documents for Technical Bid)

TENDER FOR OUTSOURCING OF GARDENING SERVICES AT INDIA HOUSE AND EMBASSY OF INDIA, GUATEMALA CITY

S. No.	Document	File type
1	Earnest Money Deposit (EMD) OR Bid Securing Declaration	.pdf
2	Copies of registration	.pdf
3	A list of their owners/partners etc. of the agency	.pdf
4	Copy of Certificate to the effect that the agency is neither blacklisted by any Govt. Department nor any Criminal Case is registered against the agency or its owner or partners.	.pdf
5	Contact details of the agency's representative.	.pdf

Annexure -II

SECTION I- TECHNICAL BID PROFORMA

TENDER FOR OUTSOURCING OF GARDENING SERVICES AT INDIA HOUSE AND EMBASSY OF INDIA, GUATEMALA CITY

1. Name of the firm:

2. Address of the Registered Office:

3. Correspondence address:

4. Contact details:

5. Telephone :

6. Fax :

7. Email :

SL NO.	REQUIREMENTS	Attached (Yes/NO)	REMARKS, IF ANY
1	Earnest Money Deposit (EMD) OR Bid Securing Declaration		
2	Copies of registration		
3	A list of their owners/partners etc. of the agency		
4	Copy of Certificate to the effect that the agency is neither blacklisted by any Govt. Department nor any Criminal Case is registered against the agency or its owner or partners.		
5	Contact details of the agency's representative.		
6	Letter of undertaking to abide by terms and conditions of the tender		

Annexure – III

FINANCIAL BID PROFORMA

[TENDER FOR OUTSOURCING OF GARDENING SERVICES AT INDIA HOUSE AND EMBASSY OF INDIA, GUATEMALA CITY]

Name of the firm:

Address of the Registered Office:

Correspondence address:

Contact details:

Telephone: Fax:

E-mail:

Sl No.	Items	Charges (Rate per unit) (excluding IVA)	Remarks, if any
1.	**Annual Gardening contract for the India House and Office premises of Embassy of India, Guatemala City (Chancery Building)**	**Note :** Price quoted should be on an all-inclusive basis	
	TAX/IVA. if any		
	Grand total		
	Amount in words		

** Quoted price will be excluding IVA*
** No other cost/amount would be paid over and above the foresaid proposal amount. Payment will be released on monthly basis on satisfactory performance.*

ANNEXURE - IV

BIDS SECURING DECLARATION

TENDER FOR OUTSOURCING OF GARDENING SERVICES AT INDIA HOUSE AND EMBASSY OF INDIA, GUATEMALA CITY

I/we accept that if I/we withdraw or modify Bids during the period of validity or if I/we are awarded the contract and I/we fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, I/we will be suspended for the period of time specified in the request for bid document from being eligible to submit Bids for contracts with the Government of India.

Date: Place:
Name: Signature:

ANNEXURE - V

UNDERTAKING

TENDER FOR OUTSOURCING OF GARDENING SERVICES AT INDIA HOUSE AND EMBASSY OF INDIA, GUATEMALA CITY

"I/ We accept the terms and conditions as stipulated in the Tender document. I/We undertake that I/we have carefully studied all the terms and conditions and understand the parameters of the proposed work of the Embassy of India, Guatemala City and shall abide by them. I/we further undertake that the information given are true and correct in all respect and I/we hold the responsibility for the same."

Date: Place:
Name: Signature:

ANNEXURE - VI

CERTIFICATE

TENDER FOR OUTSOURCING OF GARDENING SERVICES AT INDIA HOUSE AND EMBASSY OF INDIA, GUATEMALA CITY

It is hereby certified that .....is neither blacklisted by any Govt. Department nor any Criminal Case is registered against the agency or its owner or partners.

Date: Place:
Name: Signature: