

NOTICE INVITING TENDER

Subject: Invitation for competitive tender for Maintenance of Landscape and Garden at Chancery Cum Residential Complex, **Embassy of India, Bahrain.**

On behalf of the President of Republic of India, **Embassy of India, Bahrain** invites **sealed** quotations from reputed, experienced and financially sound maintenance Companies registered under relevant Bahrain Companies Law which can provide maintenance of Landscape and Garden at Chancery cum Residential Complex, **Embassy of India, Bahrain** initially for a period of one year as has been defined in 'Scope of work' (**Annex-III**) in this tender document. The company should have a minimum of 10 years' experience in the field as on 31.10.2021. Bids/quotations may be submitted to 'Head of Chancery, **Building No. 1090, Road No.2819, Al-Seef- 428, Manama.** ' by Post or hand delivered latest by 1100 hrs. of 25.11.2021. The schedule for bidding is as follows:

Pre bid meeting date	:	07.11.2021 (1000 hrs)
Bid submission (start date)	:	08.11.2021 (1100 hrs)
Bid submission (end date)	:	24.11.2021 (1100 hrs)
Bid Opening date (Technical)	:	24.11.2021 (1500 hrs)
Bid Opening date (Financial)	:	25.11.2021 (1130 hrs)

Eligibility Criteria

- The bidder must be registered under the Kingdom of Bahrain Companies Act and should have all applicable/appropriate licenses in their own name. *(A copy of valid trade license to be enclosed with the technical bid).*
- The *bidders* should have a minimum of 10 years experience in the field as on 31.10.2021 *and has done similar works.* The company should have a good financial standing Profit and loss Statements duly certified by Chartered Accountant for a period of last three years. *No loss has been incurred for more than two years out of last five years.*
- The bidder should submit precise profile of its activities and operations in different areas and fields, Details of members and nationality of Management and ownership/ Partnerships and other companies in the corporate groups. Bidder may give information of details of work/ services done for various important clients recently.

Terms & Conditions

- The bidder will have to ensure compliance of all mandatory Labour Laws/regulations laid down by the Government of the Bahrain and any other relevant Acts and regulations enforceable from time to time without any liability on the Embassy of India, Bahrain or without any responsibility for statutory compliance by the Embassy.
- The workers provided should be regular employees of the company with valid work permits and visas and should be Indian nationals or any friendly country. A copy of the Labour card of each worker shall be submitted to the Embassy before deployment for work.
- The bidder must have modern equipment and related facilities.

Earnest Money Deposit

- The bidder should furnish refundable Earnest Money Deposit (EMD) of 60,000 (Bahrain Dinar Sixty Only) in the form of a Demand Draft/Banker's cheque, Bank Guarantee or online payment to Bank Account in favour of 'Embassy of India, Bahrain, ' along with the bid. .
- Any bid not accompanying with EMD shall be rejected.
- The EMD will be forfeited on account of one or more the following reasons:
 - The bidder withdraws his bid during the period of bid validity;
 - In case of a successful bidder, the selected bidder fails to sign the agreement in time or furnish Performance Guarantee;
- Furnishing of any wrong information.
- The bidder should be ready to provide Performance Guarantee of 5% of *accepted contract value before issue of letter of award of work.*
- Duration of Contract: The contract shall be initially valid for *a period of one* year from the date of award. However, it may be extended for a further period of two years (total period not to exceed three years) on year to year basis, subject to the condition that Service Provider has provided satisfactory services. This shall be done on the same rates and same terms and conditions.
- Right to accept any bid and to reject any or all bids: The Embassy of India, Bahrain at its own discretion, accept or reject any bid/quotation without assigning any reasons thereof. The decision of the Embassy shall be final and binding on all.
- Change Orders: The agreement may be amended or modified with consent of both parties in writing signed by the duly authorized representatives of the respective parties. No variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the parties i.e., the bidder and Embassy of India, Bahrain.

- Site Visits: The bidders shall visit the work place, understand the scope thoroughly (even if it is not mentioned in this tender) and then quote for. The bidder shall contact Head of Chancery, Embassy of India, Bahrain for visiting the site on 03.11.2021.
- Notification of award: Prior to the expiration of the period of bid validity, Embassy will issue letter of Intent to successful bidder that it is proposed to accept his bid. Upon the receipt of acceptance letter from successful bidders and furnishing of Performance Guarantee, the letter of award of work will be issued and *Contract* will be signed by the Embassy and EMD will be refunded to unsuccessful bidders at the earliest and latest within 30 days of award of work.
- Force Majeure: Notwithstanding the provisions of contract, the service provider shall not be liable for forfeiture of its Performance Guarantee, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For the purpose of this clause, 'Force Majeure' means an event beyond the control of the service provider and not involving the service provider's fault or negligence and not foreseeable. Such events may include but are not restricted to acts of the Embassy either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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 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.

The Embassy may terminate this contract, by giving a written notice of 30 days to the service provider *for* unsatisfactory performance.

Termination of Contract:

- The service provider shall pay the expenses of applicable duties for execution of agreement.
- If the service provider imposes any condition, in conflict with the conditions mentioned herein, his tender is liable to 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.

- The tendering authority (Embassy) reserves the right to accept any tender not necessarily the lowest, reject any tender without assigning any reasons and accept tender for all or anyone or more of the articles for which the service provider has submitted bid.
- Any bid received by the tendering authority after the deadline for submission of bids will be rejected and not be considered and may be returned unopened to the service provider.
- The service provider shall be deemed to have visited the site(s) and made themselves familiar with the working condition whether they actually inspect the site(s) or not.
- The service provider shall employ as its representatives, servants and workmen after verifying their antecedents and loyalty before employing them for the works. It shall ensure that no person of doubtful antecedents and nationality is, in any way, associated with works.
- The tender shall remain valid for acceptance for a period of 180 days from the last date of submission.
- The rates quoted by the service provider shall be deemed to include all taxes and duties etc. as applicable. Liability, if any, towards staff and employees from principal employer's end shall be deemed to be included in the offer.
- The service provider would need to ensure that all the statutory requirements for operating buildings are in force and adhered to.
- Validation of Contract: The contract shall be valid for one year after the signing of contract subject to satisfactory performance of the service provider. The Embassy will have the right to review or cancel contract at any stage of execution with 30 days of notice.
- Performance/Service Guarantee: The successful bidder is required to submit 5% of annual contract amount as Performance Guarantee before the commencement order is given and within 10 days before signing the final contract. The EMD of the successful bidder may be adjusted in the Performance Guarantee by depositing the difference in amount of Performance Guarantee or alternatively EMD could be refunded by taking a fresh Guarantee. The Guarantee shall remain valid during the tenure of contract period and additional 60 days.

The guarantee amount in full or part may be forfeited in the following cases:

- When the terms and conditions of the contract are breached.
- When the service provider fails to comply with minimum service levels agreed upon.
- Failure of the service provider to comply with statutory requirements shall constitute sufficient grounds 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.

The Guarantee shall be valid for additional 60 days and shall be refunded after successful completion of contract period provided there is no breach of contract. No interest shall be paid on the Performance/ Service Guarantee.

□ Code of Conduct and Penalty for Non Performance:

The number of workers as agreed upon for work at the complex shall be available for work as per agreed schedule. If the number of the employees falls short of the agreement, proportionate wages shall be deducted from the bill for the respective month. If any of the assigned work is not found satisfactory, an appropriate amount will be deducted for every major deficiency from the bill for the respective month. The decision of the Embassy will be final in this respect.

Smoking, chewing of pan, intoxication, sleeping on duty is forbidden in the building.

All workers and staff employed by the company shall be regular employee of the company and will not have any claim of any nature on the Embassy. Any dispute arising between employee and company will be the responsibility of the company only.

□ Other conditions: The service provider shall ensure that all compliances governing the employment of labour under this contract are met.

The service provider is also responsible for transfer and discharge of employees. All personnel employed by the service provider shall at all times and for all purposes be solely in the employment of the service provider.

The service provider shall assign personnel of appropriate qualification and experience to perform and fulfil its obligation under this tender. The service provider shall take commercially reasonable steps to ensure the staff members performing services under this tender are qualified and suitable to perform such services. The service provider is obliged to replace, without unreasonable delay and at no cost to the Embassy, any personnel whom the Embassy considers lacking the necessary competence or with whom the Embassy finds it difficult to collaborate.

The service provider will have to ensure compliance with all Labour laws/regulations before a contract can be signed. This will include obtaining appropriate trade license, labour card of the employees, appropriate insurance. The service provider will furnish details that all statutory dues have been paid in respect of the officials deployed in the Embassy.

The service provider will ensure that the total number of staff deployed at any site is agreed with the Embassy beforehand and this number is not changed without mutual contract in writing.

The service provider shall ensure that all employees assigned by them to perform development of the services are employees of the service provider and that under no circumstances shall the relationship of employer and employee be deemed to arise between the Embassy and the service provider's personnel.

The service provider must know and follow their duties related to safety for all personnel.

All the staff deployed by the service provider should be provided with a Uniform and shall work within the Embassy premises in their prescribed uniform.

The service provider must provide consumables, modern tools and equipment based on applicable regulations/codes/guidelines.

The service provider should ensure that proper qualified/trained/licensed personnel carry out the jobs and that proper supervision is done for all jobs.

All workmen of the service provider must have valid identification cards issued by the Embassy to be displayed at all times during duty hours.

- Taxes and Duties: The bidder must include in their bids all duties, royalties and sales/service taxes or any other taxes, fees, charges as applicable. The Embassy will entertain no extra claim on this amount at any stage of execution of work. In case of any variations in the taxes, the same shall be charged after producing the Government notification.
- Execution Method: The Embassy *shall approve* the following for effective performance of tasks :
 - Daily/Weekly/Monthly/Quarterly/Yearly Maintenance Schedules,
 - Log books/Log Sheets
 - Down time scheduling of various services.
- Terms of Payment: The payments shall be made monthly/quarterly on pro-rata basis for the services. Billing cycle will be 1st day following the completion of quarter/month.

General Instructions for Compliance

- The tenders should be submitted in three sealed covers – First cover/sealed containing *EMD*, the *second* sealed cover should be superscribed “Technical Bid” and *third* sealed cover superscribed “Financial Bid”.

All three sealed covers should be placed in a large sealed envelope superscribed "Tender for Maintenance of Landscape and Garden at Embassy of India, Bahrain Chancery cum Residential Complex" and addressed to 'Head of Chancery, *Building No. 1090, Road No.2819, Al-Seef- 428, Manama.*

- The 'Technical Bid' should contain – (a) The requisite information duly filled in as per Proforma at Annexure-I; (b) Agency profile including previous experience of manpower supply to Government Departments, total number of gardeners permanently working with the company; (c) All other required documents. The bidder should also clearly mention in the tender that the terms and conditions of the tender are acceptable to them.
- The 'Financial Bid' should contain rates which are to be quoted on Annual basis as proforma at Annexure-II.
- The tender forms shall be filled in ink or typed. No tender filled in pencil will be considered. The tender shall be signed, dated and witness in all places provided for in the documents. All corrections/deletions/scoring out/over writing shall be initialled. Any correction made in the tender documents by the bidder shall be made in ink only and not by using correcting fluid, and should duly be authenticated. Every page of the tender shall be initialled by the bidder, and submitted back as a token of accepting the laid down terms and condition. The bidder shall sign all schedule forming part of the tender.
- Late Bids: The bidders are advised, in their own interest, to ensure that the tender document reaches the Embassy well before the closing date and time of the bid submission. Any bid received after the deadline shall be rejected and returned unopened.
- Modifications and withdrawals: No documents may be modified after submission. In case of any changes the bidder may write the corrections and send the same and it is at the discretion of the tender inviting authority to accept the same or reject it, and no changes shall be accepted once the bids are opened. In case of withdrawal, the bidder will lose his Earnest Money Deposit.

[Letter head of the Company]

I/We, _____, Representative(s) of
M/s. _____ solemnly declare that:-

- Myself or my partners do not have any relative working in any office of Embassy of India, Bahrain.

- I/We Company have not been banned/de-listed by any Government or Quasi Government agencies or PSUs.

[Signature(s) of the Tenderer with Date & Seal]

Performance / Service Guarantee Format

To:
Embassy of India
Bahrain.

WHEREAS ----- (Name of the Service Provider) herein called "the Bidder" has undertaken, in pursuance of Contract No. _____ dated _____ to provide Garden Maintenance Services hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with our performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Service Provider a Guarantee.

THEREFORE We hereby affirm that we are Guarantors and responsible to you, on behalf of the Service Provider, up to a total of _____ (Amount of the Guarantee in Words and Figures 5% of annual invoice) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of _____ (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____, 20__

(Signature and Seal of Guarantors)

Date :
Address :

Part-I : Technical Bid**Bidder's description format summary**

Name of the Bidding Firm	
Name of Partner(s) & Nationality	
Name of the Authorized Signatory Nationality Passport No.	
E Mail ID	
Telephone No.	
Fax No.	
Year of Incorporation	
Registration No.	
Service tax no.	
Registered Office & Address	
Branch offices in Bahrain (with address and Contact details) if any	
Total turnover in the <i>last five</i> financial years	
Total Staff Strength <i>with Nationality of Employee</i>	
Total Technical staff percentage	
Nationality of Staff deputed for work (in case of getting bid) (<i>National of India or friendly country</i>)	

Bidder information – More detailed information on the following aspect may be given in typed form.

Business background

- How many years has your firm been in business? How many years under its present business name?
- Attach a current organizational chart and include the total number of employees in your firm in India, by various locations.

Claims and Suits (Explain any “Yes” answers)

- Has your firm, its subsidiaries or its parent companies, ever filed for bankruptcy?
- Has your firm ever failed to complete work awarded to it?
- Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your firm or its officers?
- Has your firm filed any lawsuits or requested arbitration with regard to any contract(s) within the last five years?

Financial Information

- Please provide copies of your firm’s audited financial statements(income statement, balance sheet, cash flow statements) for the last 3 years.
- How long has your company been providing the services outlined in this Tender? Please list contact names and phone number for three (3) companies with which you have entered into facilities/property management contracts, and include a brief description of the scope covered under each.
- Please list your top five (5) customers and indicate what % of your business they represent.
- Who are your bankers?

Part-II: Financial Bid

Embassy of India, Bahrain
REQUEST FOR PROPOSAL(TENDER)
MAINTENANCE SERVICES
FOR
**Landscape and Garden at Chancery cum Residential Complex
OF E/I, BAHRAIN
PART 2 – Financial Bid**

To:

Office Address

Dear Sir,

Sub: Financial Bid for Maintenance of Landscape and Garden at Chancery cum Residential Complex, E/I, Bahrain.

I/We are submitting tender for the Maintenance of E/I, Bahrain building work against Tender Notice No.../.../ dated 00.00.2021.

As part of the Bid, we hereby offer Maintenance services charges of Landscape and Garden at Chancery cum Residential Complex, Embassy of India, Bahrain as per following. Any other applicable taxes that may be imposed by the concerned authority in Kingdom of Bahrain from time to time shall be payable additionally by the client.

- (i) Monthly Maintenance service charges@ BD.....(in words)
 - (ii) Annual charges BD(In Words)
 - (ii) Applicable Taxes(VAT@5%): BD
- Total Annual charges: BD

We have read these conditions carefully and will comply strictly. We agree to bind by this offer if we are selected as the preferred bidder.

If our bid is accepted, we commit to submit a Performance Security Deposit in accordance with the Bidding Documents.

We also declare that the Government of India or any other Government body has not declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature,

If any information or document submitted is found to be false/incorrect, Embassy may cancel my/our Tender and can take any action as deemed fit including termination of the contract, for feature of all dues including Earnest Money and blacklisting of my/our firm and all partners of the firm etc.

NOTE: All the above work will conform to Bahrain Municipality Norms.

The C.R. number of the company registered with Bahrain Chamber of Commerce is _____.

For and on Behalf of:

Signature (Authorized Signatory)
Designation:

(Annex-III)

Annual Maintenance of Landscape and Garden at Chancery-cum-Residential Complex, Embassy of India, Bahrain.

SCOPE OF WORK

- a. All technical services for the maintenance & upkeep of the soft landscape area and irrigation system at the Indian Embassy premises at Bahrain by providing manpower and materials and supply of seeds, manure.
- b. All normal & routine maintenance activities on daily basis such as spray chemical, irrigation, application of fertilizers & removal of cuttings as per the acceptable standard.
- c. Supply and planting of seasonal plants 750 nos. per season. (Vinca during summer and Petunias during winter).
- d. Palm cleaning once in a year
- e. Regular cleaning of the landscape debris like leaves or dry plants around the landscape areas.
- f. Keeping landscape areas in tidy and neat condition
- g. This contract does not cover any replacement of plants/grass or any irrigation system due to vandalism or natural calamities
- h. Irrigation water will be provided by the Embassy free of charge.
- i. Bidder will maintain such insurance as are necessary to cover the bidder's liability in respect of personal injuries and deaths arising out of the work or caused by carrying out the work.
- j. Bidder shall raise monthly invoice for the work done under this contract. Embassy agrees to settle the payment within 30 days from the date of such invoice submission by Bidder.
- k. Both the parties shall have the option of terminating this Contract by giving one month's prior notice without any compensation to the other party. Contract remains valid till the end of such one month's period. Contract shall be considered as terminated upon the expiry of the same one month unless the notice is withdrawn by the issuing party before the expiry.
- l. This agreement shall be governed by the laws for the time being in force of the Kingdom of Bahrain.
- m. Bidder shall coordinate with the Head of Chancery of the Embassy for the day to day activities to maintain the soft landscape area and irrigation system of Indian Embassy.
