



**Embassy of India
The Hague**

TENDER DOCUMENT FOR
**ANNUAL MAINTENANCE OF GARDEN AT
EMBASSY RESIDENCE**

Date of issue: 03.02.2022

Last date of submission: 25.02.2022

INVITATION TO TENDER

1. **Name of the Works:** Annual Maintenance of Gardens at Embassy Residence in Wassenaar, The Netherlands owned by the Government of India.

1.1 The Embassy of India, The Hague, invites Lump-sum Fixed Price (Monthly) Tender for annual maintenance of gardens at Embassy Residence (spread over approx. 40,000 sq.m.) owned by Government of India in The Netherlands at the following address:

Embassy Residence : Backershagenlaan 21, 2243 AB Wassenaar

1.2 The Tender shall be submitted before 5:00 p.m. on or before 25.02.2022 in the Office of The Head of Chancery, Embassy of India, Buitenrustweg 2, 2517 KD The Hague, The Netherlands. Any Tender received after this date and time will not be considered.

Address & E-mail - Head of Chancery
Embassy of India Buitenrustweg 2 2517 KD
The Hague The Netherlands
hoc.thehague@mea.gov.in

1.3 The Tender shall remain valid for a period of Ninety (90) days from the date of opening or any extended period.

No: HAG/815/01/2022

Dated: 03.02.2022

DATA SHEET- Important dates	
Published date and time	03.02.2022 1000 HRS. (CET)
Bid document download start date	03.02.2022
Bid submission start date	03.02.2022
Clarification (only by email) start date	03.02.2022
Onsite Pre-Bid meeting	14.02.2022 1100 HRS. (CET)
Clarification end date	23.02.2022
Bid submission end date	25.02.2022
Date of Bid opening	28.02.2022 1600 HRS. (CET)

2. Minimum eligibility criteria:

- (i) Should have valid permit/registration from the competent local authority for carrying out garden maintenance works in The Netherlands.
- (ii) Should have an experience of at least 3 years in gardening/ horticultural works.
- (iii) Should not have been barred or blacklisted by any organization in the Netherlands.
- (iv) Should have at least 5(five) permanent employees.

3. General Terms and Conditions:

- (i) Quoted monthly price is final fixed lump-sum price inclusive of all taxes **except VAT**. Item/ quantity indicated in the scope of work / schedule of quantity are tentative and some variation during execution may take place. Nothing extra is payable for such variation.
- (ii) Quoted monthly price shall be exclusive of VAT. The quoted price should include lump-sum charges for Labour / transportation and civil works required / necessary, if any, for complete installation.
- (iii) Specification: The item of work / material used in the work shall be complying with the standard of quality prevalent locally. The material used /or workmanship should be of equivalent or higher standard than the existing items. Sound engineering practice should be adopted in all items of work execution.
- (iv) The contract shall initially be valid for a period of one year from date of award. However, it may be extended for a further period of two years on year to year basis, subject to the condition that the Service Provider has provided satisfactory services. This shall be done on the same rates and same terms & conditions.
- (v) The bids should include gardener(s) wages and cost of plants, seeds, manure, maintenance of garden implements and tools etc.
- (vi) Payment for the maintenance upon award of work shall be made monthly in Euros only.
- (vii) Embassy reserves the right to terminate the selection process or postpone the same at any stage without assigning any reasons thereof.

- (viii) The Tender submitted by the bidders shall remain valid for a period of Ninety (90) days from the date of opening or any extended period mutually agreed upon.
- (ix) 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.
- (x) The bidding agency shall bear all costs associated with the preparation and submission of its bids and the Embassy of India, The Hague, Netherlands will in no way be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- (xi) It is also clarified that no binding relationship will exist between any of the bidders and the Embassy until execution of a contractual agreement.
- (xii) Bidders are required to submit their proposals strictly according to the terms and conditions and in the form and manner specified.
- (xiii) **The interested bidders can inspect/ survey the site before submission of Technical and Financial Bids on 14.02.2022 at 1100 hrs. A request for inspection of site may be send to hoc.thehague@mea.gov.in in advance**

4. **Scope of Work:**

Scope of work given below is tentative. The bidder may inspect the site and understand the full scope of work.

Garden work at Embassy residence, Backershagenlaan 21, 2243 AB Wassenaar

Sl. No.	Work that needs to be done
1	Mowing of lawns weekly
2	Edge cutting lawns at borders and gravel paths
3	Weed control gravel paths and driveway
4	Weed control borders
5	Clean blowing of driveway and gravel paths weekly
6	Pruning of the gravel paths
7	Spring pruning of shrubs
8	Autumn pruning of shrubs
9	Winter pruning fruit trees
10	Spring pruning of the roses
11	Maintenance pruning of the roses
12	Pruning of the buxus hedge at the front yard three times a year
13	Pruning of the taxus hedges at the backyard one time a year
14	Leaf clearance garden and lawns
15	Maintenance of the pond

16	Cleaning of the ditch in the backyard one time a year
17	Pruning of the front and back of the water corridor of the municipality
18	Planting of summer plants and flowering bulbs
19	High pressure cleaning of the drainage at the backyard
20	Use of manure for the roses in autumn
21	Pruning of the trees until a height of 6 meters
22	Mowing the slopes along the ditch in the backyard
23	Maintenance of the herb and vegetable garden
24	Every two years with a airlift maintenance of the trees along the driveway
25	Maintenance of greenhouse for seeding and winter plants
26	Use of fertilizer for the lawns
27	Use of pesticides for the fruit trees and the roses
28	Scarifying of the lawns at the rose borders
29	Maintenance of drainage in the front yard
30	Lay out paths in the vegetable and the herb garden
31	Plantation of seasonal plants/ flowers and its maintenance
32	Maintenance of cleanliness of the entire garden area, pathways, lawns, etc.

5. Preparation and submission of tender :

5.1 The company should submit a brief introduction, background, company details, credentials, VAT & other registration and past performance of the bidder. They may attach any other documents such as company profile, company brochures, achievement of the company etc. along with the Technical and Financial bids as per Formats given in Annexure-I and Annexure-II respectively.

5.2 The Technical and Financial bids, duly filled in and signed by the competent authority, as per Formats given in **Annexure-I** and **Annexure-II** respectively, should be submitted in separate sealed covers clearly mentioning **“Technical Bid”** and **“Financial Bid”** on the cover addressed to:

The Head of Chancery
Embassy of India
Buitenrustweg 2, 2517 KD
The Hague, Netherlands
Phone: +31703457747
hoc.thehague@mea.gov.in

5.3 The **“Technical Bid”** and **“Financial Bid”** can also be sent by email as separate attachments at hoc.thehague@mea.gov.in . **The Financial bid sent by email should be password protected. The password should not be shared at the time of sending the bids by email. The password should only be shared on 28.02.2022 between 0900 hrs to 1100 hrs.**

6. Compliance with Laws and Regulations and Pricing of Schedule of Quantities:

6.1 The attention of Bidders is drawn as to compliance with laws and regulations concerning safety and health, labour regulations, social insurance, labour taxes, tax deduction, import restrictions duties and levies, company's tax, input tax and output tax (VAT) etc. All rates and sum inserted against items of works and in Form of Tender shall be exclusive of Value Added Tax (BTW).

6.2 **Compliance with Tender Document-** Bidder shall have deemed to have read carefully all the Tender Documents, Scope of work etc. and visit the site. The quoted Lump-sum Fixed price are inclusive all cost and charges and complete in all respect to ensure the maintenance work as per the standard and to the entire satisfaction of the Employer

6.3 **Fixed Priced Lump-Sum Tender** - Price escalation, in rates due to any reason such as change in foreign currency, increase in prices of material, equipment & 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.

6.4 **Employer's right to waive** - The Employer reserves the right to waive any deficiency in the tender where such waiver is in the interest of the Employer.

7. Disqualification of Tender- The bid may be disqualified for any reason including, but not limited to the following:

- a) If tenderer sets forth any conditions which are unacceptable to the Embassy.
- b) If any tender is submitted under a name other than the name of the individual firm partnership or corporation that was issued the Tender Document.
- c) If there is evidence of collusion between Bidders.
- d) If Tender sets forth any offer to conditionally discount, reduce or modify its tender.
- e) If Bid price is disclosed before opening of Financial Bid.

8. Evaluation criteria:

Financial bids of only those bidders will be opened who would qualify in the technical bid (full filling minimum eligibility criteria). The eligible L1 (lowest quoted price) bidder will be considered for award of contract.

9. Payment Terms:

Payment for the maintenance upon award of work shall be made monthly in Euros only.

The price quoted shall remain fixed and not be subject to variations in exchange rate, duties, levies etc. The agency who has been awarded the contract shall submit the bills within a week of expiry of the billing period.

10. Performance Bank Guarantee (PBG):

The successful bidder shall provide a Performance Bank Guarantee for the due and faithful performance of contract for a sum of 3% of the total annual contract price before the signing of Agreement. The Performance Bank Guarantee should remain valid for a period of 60 days beyond the date of completion of contractual obligations. Refusal or inability or delay by successful bidder to supply all deliverables as per scope of work at the contracted rate may result in termination of the contract and forfeiture of Performance Guarantee (PG) as well as disqualification of the bidder from participating in future tenders.

11. Settlement of Disputes and Arbitration: If any dispute, difference or question at any time arises between the Embassy and the Contractor in respect of the agreement signed which cannot be settled mutually or in case of termination shall be settled by arbitration in accordance with the rules of arbitration of Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.

12. 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, if any, shall be borne by the successful bidder. Agreement/contract will be signed after the submission of the Performance Bank Guarantee (PBG) which shall be 3 percent of the annual contract value.

13. 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 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 Embassy 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. In the event of delayed or unsatisfactory services, this Embassy may recover a sum from the contractor equivalent to a minimum of 0.5% of the total contract value on each occasion subject to a maximum of 10% of the total contract value in a year.

15. FORCE MAJEURE:

i. The Embassy may consider relaxing the penalty and delivery requirements as specified in the tender document, if and to the extent the delay in performance or failure to perform its obligations under the contract is the result of Force Majeure.

ii. Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor.

iii. In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the contract.

iv. The affected Party shall also notify the other party of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of any cause constituting force majeure shall take such action as it reasonably considers being appropriate or necessary in the circumstances, including granting the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

v. If the contractor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, the Embassy of India, The Hague, Netherlands shall have the right to

suspend or terminate the Contract on the same terms and conditions with immediate effect. In any case, the Embassy shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of force majeure.

Annexure-I

Technical Bid

S.no.	Particulars	Document/ information need to be submitted
1.	Whether company is registered in Netherlands as per the local laws for the last 5 years	Registration number with date of registration
2.	Whether the company has satisfactorily rendered at least 3 gardening/ horticulture works during the last three (3) years.	Name of works with with period
3.	Whether the company been blacklisted/ banned from operating in Netherlands by any organization.	Self declaration
4.	Total number of permanent employees	Self declaration

Annexure-II

Financial Bid

S.no.	Particulars	In Euros
1.	Lump sum cost (Monthly)	
2.	VAT	
3.	Total	