

No. OTT/Prop/579/1/2018
High Commission of India
Ottawa

Date: 15th November 2022

Tender invitation for annual maintenance contract for Upkeep of gardens and ground maintenance at Chancery building and the residence of High Commissioner (India House) during the summer season from May to October in the year 2023.

Tender No. No. OTT/Prop/579/1/2018

Last date for submission of bids: 06th December 2022

- Section- I : Invitation for Tenders**
- Section - II : Terms & Conditions**
- Section - III : Special Conditions of Contract**
- Section- IV : Technical Details/Job Description**
- Section- V : Price Schedule**
- Section –VI : Bid Securing Declaration Form**

Section –I : Invitation for Tender

High Commission of India

Ottawa

Subject : Tender invitation for annual maintenance contract for Upkeep of gardens and ground maintenance at Chancery building and the residence of High Commissioner (India House) during the summer season from May to October in the year 2023.

1. The High Commission of India (HCI), Ottawa invites sealed tenders for Annual Maintenance Contract (AMC) for upkeep of gardens and ground maintenance of its Chancery building at 10 Springfield Road, Ottawa K1M 1C9 and the residence of High Commissioner (India House) at 585 Acacia Avenue, Rockcliffe, Ottawa, K1M 0M5 during the summer season from May to October in the year 2023.
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 Ottawa for upkeep of gardens and ground maintenance at its Chancery building and residence of High Commissioner (India House) (as per details given at Section-IV & Section V).
3. The tender document can be downloaded from the following websites:
www. <https://www.hciottawa.gov.in> or [www.http://eprocare.gov.in/cppp](http://eprocare.gov.in/cppp)

Bidders are requested to go through the terms & conditions contained in the bid document.
4. The successful bidder is required to accept and sign the contract and perform work during the summer season from May to October in the year 2023.
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, High Commission of India** 10 Springfield Road, Ottawa K1M 1C9 and must reach on or before 06th December 2022 by 1700 hrs. Bids may be hand delivered or sent by post at the following address so as to reach on or before the prescribed date and time. Mission will not be responsible for any postal delay.

Shri Prabhat K. Jain
Head of Chancery
10 Springfield Road
Ottawa, K1M 1C9

6. Please note that any corrigendum/addendum in the above tender document, if required, will be hosted/published on the website of the High Commission of India, Ottawa, as given above.
7. 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.
8. The Tender/Contract shall be treated as withdrawn in following cases:
 - 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.
9. Any bid received by the High Commission after the deadline for submission of bids will be rejected and not be considered and may be returned unopened to the bidder.
10. Bids shall be valid for 180 days from the date of submission of bids. A bid valid for a shorter period shall stand rejected. HCI, Ottawa may ask for the bidder's consent to extend the period of validity. Such request and the response shall be made in writing only.
11. High Commission of India, Ottawa reserves the right to accept any tender, reject any tender without assigning any reasons and accept tenders 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 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 High Commission and the Contractor, the decision of Head of Mission of the High Commission shall be final.
13. Prior to the expiration of the period of bid validity, High Commission will issue letter of Intent by email to the successful bidder that it is proposed to accept his bid. Upon the receipt of acceptance letter from successful bidders, the letter of award of work will be issued and Contract will be signed by the High Commission. 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 contract subject to satisfactory performance of the service provider. The payment towards complete garden maintenance of the Chancery building and residence of High Commissioner (India House) will be made on monthly basis at first week of following month, for the month on submission of invoice by the company. The contract may be extended on annual basis for a maximum of total three 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 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 High Commission of India, Ottawa.
16. The contractor shall not further sub-contract, the whole or any part of the contract to a third party.
17. Non-Disclosure Agreement: The selected bidder shall submit a Nondisclosure 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 High Commission.
18. 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.
19. No request for revision/increase of approved rates during the currency of the AMC will be entertained. No other extra charges like transportation fare etc will be payable for providing the services.
20. 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, Technical Bids not accompanied by other requirements, stipulated in the tender documents are liable to be rejected. Bidders have to submit the Bid Securing Declaration **as per Section VI.**
21. 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 High Commission of India in this regard will be final and binding upon the bidders.

22. The important schedules and dates are as under:

Sl. No.	Events	Date
1.	Notice Inviting Tenders	15.11.2022
2.	Site visit	15.11.2022 to 05.12.2022 (14:30 – 17:30 hrs) excluding weekly off/holidays
3.	Last date of Tender Submission	06.12.2022 – 1700 hrs
4.	Opening of Technical Bids	07.12.2022 - 1200 hrs
5.	Opening of Financial Bids (of only those who qualifies in the minimum eligibility criteria)	07.12.2022 -1600 hrs

23. For any tender related enquiry/clarification/site visit, please contact Mr. Sanjay Kumar, Attaché (Admin & Estt.) by E-mail admn.ottawa@mea.gov.in or by phone (+613-415-5653).
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.

(Prabhat K. Jain)
Head of Chancery

SECTION II: TERMS AND CONDITIONS

1. At any time prior to the deadline for submission of bids, HCI, Ottawa, 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. HCI, Ottawa shall award the contract to the eligible bidder whose technical tender 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, HCI, Ottawa'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. Mission 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 High Commission of India shall be kept immune from any mishappening at site. The Contractor shall take any insurance, if required, at its own.

SECTION III : SPECIAL CONDITIONS OF CONTRAT (SCC)

1. Prices

- a) Price quoted by the Contractor and agreed to by HCI, Ottawa 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 Canadian Dollars.
- d) The prices quoted should be all inclusive of transportation charges, etc.

2. Taxes and Duties:

HST and other taxes should be included in the bids.

4. Force Majeure:

High Commission of India, Ottawa 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 High Commission 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 SPECIFICATION/JOB DESCRIPTION

Upkeep of gardens and ground maintenance at its Chancery building and the residence of High Commissioner (India House). This would inter alia, include the following:

1. Regular Grass cutting, cleaning, aerating, fertilizing of the green areas;
2. Disposal of organic garbage;
3. Trimming, 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 seeds, seasonal flowers and hedges- in consultation with the High Commission.
5. Procuring, planting and upkeep of seasonal outdoor flower plants/saplings. Planting seasonal outdoor flowers and upkeep.
6. Replacement of dead flowers and bushes.
7. Levelling the ground, if required.
8. Maintain the grass level at the height of 5 cm.
9. The main gardener must be a qualified person with requisite qualification. The workers attached with the Gardener must be familiar with gardening work.
10. Sweeping lanes, sidewalks and roads with cut grass while mowing.
11. The firm shall provide in materials / consumables in the garden, tools and other items used for the gardening work at its own cost.
12. Indoor seasonal flower plants/flowers are to be provided by the firm.
13. 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 Canada.
14. 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.
15. The Contractor shall provide the coordinates (name, address, contact details) of the daily staff/cleaners.
16. The services will need to be made operational within 10 days from the date of award of contract, failing which HCI reserves the right to cancel the contract and award it to any other service provider.

TECHNICAL BID 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:

Email :

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 & licence 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	

SECTION-V

FINANCIAL BID INFORMATION

Format for submitting the Price Schedule for gardening services and ground maintenance at Chancery building at 10 Springfield Road, Ottawa K1M 1C9 and the residence of High Commissioner (India House) at 585 Acacia Avenue, Rockcliffe, Ottawa, K1M 0M5 during the summer season from May to October in the year 2023.

High Commission of India, Ottawa

Tender No. **No. OTT/Prop/579/1/2018**

Last date for submission of bids: **06th December 2022**

Price Schedule (item-wise)

Sr. No.	Job/Item	Price quoted/per month (in Canadian Dollar including HST)
1.	Gardening Services Supervisor - (no) gardeners - (no)	
Total price per month		

* HST and other taxes should be included

Name of firm

Address for correspondence

Contact

Note: 1. 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

SECTION-VI

Bid Securing Declaration Form

Bid Securing Declaration (on Company Letterhead)

Bidder's Name _____ [Address and Contact Details]
Bidder's Reference No. _____ Date.....

To
Head of Chancery
High Commission of India, 10 Springfield Road, Ottawa

Ref: Tender No. **OTT/Prop/579/1/2018**

Tender invitation for annual maintenance contract for Upkeep of gardens and ground maintenance at Chancery building and the residence of High Commissioner (India House) during the summer season from May to October in the year 2023.

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 Organisation 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 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]