

LJU/872/01/2014
Embassy of India
Ljubljana

TENDER NOTICE No. LJU/872/01/2014

Dated 23.04.2021

**Annual Maintenance Contract for Upkeep and Maintenance of Garden at
Embassy Residence at Cesta v Zgornji Log 121, Ljubljana**



सत्यमेव जयते

TABLE OF CONTENTS

Section	Content	Page No.
Section 1	Notice Inviting E-Tender	2
Section 2	Introduction , Scope of work	3
Section 3	Minimum Eligibility Criteria	4
Section 4	Bid Submission	5-6
Section 5	Tender Fee, EMD, Performance Security, Validity of Contract	7-8
Section 6	General Terms & Conditions, Payments	9-10
Section 7	Dispute Settlement, Force Majeure & Penalty Clause	11
Section 8	Financial Bid Proforma (Annexure-I)	12-13

SECTION-1

(NOTICE INVITING E-TENDER)

No. LJU/872/01/2014

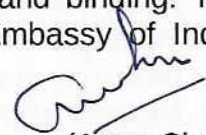
Dated **23.04.2021**

Subject: **Annual Maintenance Contract for Upkeep and Maintenance of Garden at Embassy Residence at Cesta v Zgornji Log 121, Ljubljana**

Embassy of India, Ljubljana invites bids from established firms/company for Annual Maintenance Contract for Upkeep and Maintenance of Garden at Embassy Residence at Cesta v Zgornji Log 121, Ljubljana. The important dates are as under:-

TENDER NOTICE No. LJU/872/01/2014	Dated	23.04.2021
Important Dates		
Date of publishing		23.04.2021
Bid Document Download Start Date		23.04.2021
Clarification Start Date		23.04.2021
Clarification End Date		07.05.2021
Bid Submission Start Date (offline by sealed envelope)		23.04.2021
Bid Submission End Date (Offline by sealed envelope)		07.05.2021
Date of Bid Opening at Embassy of India, Ljubljana		10.05.2021

2. The Competent Authority of the Embassy reserves the right to reject any or all the bids or to modify any terms and conditions of the tender without assigning any reason and the decision of the competent authority of the Embassy shall be final and binding. This notice inviting tender/ e-tender is not an offer or an agreement by Embassy of India, Ljubljana.



(Amar Singh)
Second Secretary (HOC)
Embassy of India, Ljubljana
Zelezna Cesta 16
Ljubljana 1000
Email-hoc.ljubljana@mea.gov.in

Embassy of India
Ljubljana

TENDER NOTICE No. LJU/872/01/2014

Dated 23.04.2021

SECTION-2
(Introduction & Scope of work)

2.1). **Introduction:** Sealed bids are invited from experienced and reputed service providing entities as per eligibility criteria given, for Annual Maintenance Contract for Upkeep and Maintenance of Garden (measuring approx. 390 sqm) at Embassy Residence at Cesta v Zgornji Log 121, Ljubljana

2.2) **Scope of Work:** Annual maintenance of garden and its beautification throughout the year. The garden consists of plants, shrubs, grass, flower plots, creepers, drive- way, and foot path. Detailed scope of work is as follows:

- a) mowing the grass in the garden once a week
- b) mowing the grass surrounding the outer wall twice per month
- c) Regular fertilization of the lawn
- d) Beautification of lawns by planting seasonal flowers and vegetable plants
- e) special care for rhododendrons and azaleas with special fertilizer for acidic plants and adding peat
- f) spring and regular pruning and trimming of plants, bushes, and trees
- g) weeding, cultivating, watering, and other necessary works related to maintenance of garden and tending of plants
- h) chemical treatment against insects and plant diseases, if necessary
- i) Keep the entire premises of garden clean including racking, leaf removal and cleaning of garden fountain
- j) removing and disposing of organic material
- k) transportation costs for garden waste, if considerable waste that calls for transportation

Further, the agency is expected to remove snow from the pathways inside and outside premises of house during winter. Maintenance of garden spaces is expected throughout the winter.

SECTION-3

(Minimum Eligibility Criteria)

3) MINIMUM ELIGIBILITY CRITERIA:

Embassy of India, Ljubljana invites bids from service providers who fulfill the qualifying criteria as listed below:-

- a) **Legally Valid Entity:** The Bidder shall be registered with appropriate Slovenian Authority for the garden related services. The bidder must be in existence for a **minimum period of 2 years as on 01.04.2021.**
- b) **Registration and licenses:** **The Bidder must have appropriate licenses and registrations from all relevant authorities.** If it was found at a later stage that one or more relevant license and/ or registration is not obtained by the bidder, the work/job order may be cancelled and entire amount of Performance Guarantee would be forfeited at the discretion of the Embassy.
- c) **Experience:** The bidder must have sufficient experience of providing services for functions listed in the Para 2.2 (a) to (k) in Scope of Work. Vendor will be given weightage on experience (number of years) of performing the functions listed in Point 2.2 of Scope of Work and production of work completion certificate/experience certificate.
- d) The firm must have its registered office within the city of Ljubljana.

Note:

- a) The above mentioned eligibility criteria must be supported by documentary proofs and the same may be provided at the time of submitting technical bids. Agencies can also submit/share list of their website, copies of brochures, publicity material, if any they have in support of their experience. Failing to do so, bids will be rejected by the Embassy.
- b) If, at any given point of time, it was found that false information/certificates have been furnished by the bidder to fulfil the eligibility criteria, the work order will be cancelled and performance security alongwith the pending invoices till date will be forfeited. Further, the firm will be blacklisted and would not be allowed to participate in future. False claims made by the firm will be reported to the concerned authorities in Slovenia/India, as decided by competent authority of the Embassy.
- c) Unrealistic rates quoted by the bidders shall not be considered. The bidders are required to quote realistic rates keeping in view detailed scope of work.

Embassy of India
Ljubljana

TENDER NOTICE No. LJU/872/01/2014

Dated 23.04.2021

SECTION-4 (Bid Submission)

Interested Agencies are invited to submit their proposals for the assignment, which must include the following, as detailed subsequently in this document:

- a) Technical bids
- b) Financial bids

4.1 Technical proposal

The Agencies are expected to provide documents/information confirming minimum eligibility criteria as described in the Section 3 under Technical Bids in a separate sealed envelop. ****The Technical Proposal shall not include any financial information.** The technical proposal should include the following:

1. Documents confirming their eligibility as mentioned in Section 3 above.
2. Details of the experience in performing all works mentioned in Para 2.2 under scope of work.
3. Details of adequate trained and experienced English speaking gardeners or horticulture planners
4. Capacity and willingness to determine that the agency can deliver services even during partial lockdowns.
5. Details of equipment to demonstrate the technical capacity.

4.2 Financial Proposal

In preparing the Financial bid, Agencies are expected to take into account the detailed work scope in accordance with different season of gardening work (Spring, Summer and Autumn). Letter of Financial bid should include **Total cost**, from the date of issue of work order. **A draft format for financial bid is enclosed as Annexure-I.** This Fee should include breakup of all costs/expenses for undertaking work as detailed in the Scope of Work on season basis subjected to following terms:

- a) The cost quoted will be firm and fixed for the duration of performance of the contract. At no point of time will any deviation from the quoted rate be entertained by the Embassy.
- b) The Financial Bid shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

Additionally, the firm is expected to quote rate for snow removal on hourly basis separately.

4.3 Mode of Submission of Bids:

- a) Proposals must be submitted to Embassy of India, Ljubljana at the address specified below:

Shri Amar Singh
Head of Chancery
Embassy of India,
Zelezna Cesta 16,

- b) The EMBASSY will not accept delivery of bid by fax or e-mail. Bid received by fax or e-mail shall be treated as defective, invalid and rejected.
- c) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned Officer, latest by the last date of bid submission or as specified in the tender documents.
- d) Financial bids of only those bidders would be opened who will qualify in the technical bids based on the scope of work laid out.
- e) **The bid should contain the technical and financial bid documents in two separate envelopes**

Note: Both the envelopes – should be submitted together in a separate envelope, super scribed with “**Technical & Financial Bids for Annual Maintenance Contract for Upkeep and Maintenance of Garden at Embassy Residence at Cesta v Zgornji Log 121, Ljubljana**”

No Proposal will be accepted after the deadline for online submission and in the event of any proposal being received after the closing time for submission of proposals.

The tender submitting agencies are required to visit and examine the site of work, at their own cost and obtain all information that may be necessary for participating in the tender, entering into contract and before conducting a visit to the site of work from the following officer:

Mr. Rohit Kumar Upadhyay
ASO (Admin)
Mob- 030736071

Embassy of India
Ljubljana

TENDER NOTICE No. LJU/872/01/2014

Dated 23.04.2021

SECTION-5
(Tender Fee, EMD, Performance Security, Validity of Contract)

5.1. TENDER FEE & EARNEST MONEY DEPOSIT (EMD)

(a) **Tender Fee** : NIL

(b) **Earnest Money Deposit (EMD)** of Euro 250/- (Euro two hundred fifty only) has to be deposited in the Embassy account by means of bank transfer only, failing which the bids will not be considered. EMD is payable by bank transfer in favour of "Embassy of India, Ljubljana" payable at Ljubljana, by 1400 hrs on 26.04.2021 along with the bid document.

The EMD shall be returned to those bidders whose offer is not accepted by the Embassy within 30 days from the date of signing the agreement with the successful bidder. However, if the return of EMD is delayed for any reason, no interest/penalty shall be payable to the bidder. The EMD shall not carry any interest.

EMD of the successful bidder will be returned on receipt of Performance Guarantee.

EMD of a tenderer will be forfeited, if the tenderer withdraws or amend its tender or impairs or derogates from the tender in any respect within the period of validity of its tender. EMD will also be forfeited if the bidder fails to furnish the acceptance in writing within 7 days of award of contract.

5.2 PERFORMANCE SECURITY (PS) :

(a) The successful bidder has to deposit Performance Security which will be a sum equivalent to **10% of the accepted contract value** in favour of Embassy of India, Ljubljana (payable at Ljubljana) in form of Bank Guarantee/Fixed Deposit Receipt (FDR), within two weeks from the date of award of contract.

(b) Performance Security should remain valid for a period of **sixty days** beyond the date of completion of all contractual obligations of the service provider. In case, the contract is further extended beyond the initial period, the Performance Security will have to be renewed accordingly. No interest shall be paid on Performance Security.

(c) The Performance Security will be forfeited by order of the Competent Authority in the Embassy in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance. On expiry of the contract, portion of the Performance Security, as may deemed fit by the Embassy sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained.

(d) If the Contractor fails to provide the Performance Security at the time of signing of agreement, such failure shall constitute a breach of the contract and the Embassy shall be free to make other arrangements at the risk, cost and expense of the Contractor.

(e) On due performance and completion of the contract in all respects, the Performance Security will be returned to the Service Provider without any interest on presentation of an absolute '**No Demand Certificate**' from the Service Provider.

5.3 **VALIDITY OF CONTRACT**

- a) The contract, if awarded, shall be valid initially for a period of **ONE YEAR (01 year)**. The contract may be on the basis of performance and periodic reviews, extended annually on year to year basis, for further 02 years [maximum tenure 03 years from the date of start of work initially] as per the contract signed on same terms and conditions and same rates, subject to satisfactory services provided by the service provider. In case of breach of contract or in the event of not fulfilling the minimum requirements/statutory requirements, the client shall have the right at any time to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the Contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority in Embassy of India, Ljubljana and/ or the Ministry of External Affairs, New Delhi.
- b) No demand for revision of rate on any account shall be entertained during the contract period.

Embassy of India
Ljubljana

TENDER NOTICE No. LJU/872/01/2014

Dated 23.04.2021

SECTION-6
(Other/General Conditions)

6.1 At any time prior to the deadline for submission of bids, Embassy may, for any reason, whether on its own initiative or in response to the clarification requested by a prospective bidder, modify the bid document.

6.2 Any amendment in the bidding document, at any time prior to the deadline for submission of bids, shall be uploaded as 'corrigendum' on <http://eprocure.gov.in/epublish/app> and www.eoiljubljana.gov.in. Such amendments/modification shall be binding on all the prospective bidders.

6.3 The Embassy at its discretion may extend the deadline for the submission of bids if, the bid document undergoes changed during the bidding period, in order to give prospective bidder time to take into the consideration the amendments while preparing their bids.

6.4 The Embassy reserves the right to amend or withdraw any of the terms and conditions contained in the tender document or to reject any of the terms and conditions contained in the tender document or to reject any or all the tenders in whole or impart without giving any notice or assigning any reason. The decision of the Embassy in this regard shall be final and binding.

6.5 In case of any complaint, either as regards the nature of service or as regards the behaviours of the staff of the service provider on duty or otherwise, the agency would be intimated and would be required to take corrective measures promptly.

6.6 **Quotation should be valid for three months (90 days)** from the last date of submission of bids, which would be opened by the authorized officers in the presence of representatives of the firms present at the time of opening of the tenders. The date, time and venue of opening of bids will be intimated to the companies. Their authorised representative may like to be present at that time.

6.7 **Method of Selection:** All bidders whose technical proposals are qualified will be eligible for opening of financial bids. Thereafter, the company quoting the lowest amount (L-1) would be awarded the work. Embassy's discretion in this regard shall be final.

6.8 The Embassy reserves its right to revoke the contract at any time, if the services rendered are not found satisfactory during the period of the contract.

6.9 **Termination:** (i) The Embassy may, by 01 month written notice sent to the agency, terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Embassy's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective. (ii) The company may terminate the contract with a written notice of 02 months to Embassy specifying the reasons for termination. The agency would, however, may be requested by Embassy to carry out the work till the alternative arrangements are made by the Embassy and the agency would agree to the same.

6.10 **Draft Contract:** A draft contract (in Slovenian language or along with certified English translation) incorporating all terms and conditions of this tender document must also be provided by bidders which will be signed with the successful bidder after completion of tender process, with the amendments, if any, proposed by the Embassy and agreed by the company.

6.11 The contractor shall not further sub-contract, the whole or any part of the contract, under any circumstances to a third party.

6.12 Each bidder will submit only one proposal. If a bidder submits or participates in more than one proposal, all such proposal shall be disqualified.

6.13 **Non Transferability:** This tender is non transferable. The incomplete and conditional tenders will be summarily rejected.

6.14 **Non withdrawal of bids:** No bidder will be allowed to withdraw after e-submission of bids/ opening of the tender; otherwise the EMD submitted by the firm will be forfeited.

6.15 If any dispute(s) arises with reference to any of the provision of the contract, the decision of Head of Mission shall be final and binding.

6.16 If any damage/loss of equipment is caused by the contractor or any of its representatives, an amount equivalent to the loss, so caused, shall be recovered from the quarterly payment made to the contractor.

6.21. **PAYMENTS**

(a) After signing of contract, a price schedule on monthly basis based on services rendered on weekly basis shall be annexed to the contract according to which all payments shall be made to the Contractor.

(b) The prices in the Price Schedule shall be exclusive of any Service Tax/VAT or any other applicable taxes as may be levied by the Slovenian Govt. from time to time and the same shall be charged in addition to the applicable rates.

(c) The Contractor shall be paid on a monthly basis for the services rendered in the preceding month as per the agreed contract between the two parties. The billing cycle will be the 1st of every month to the last day of the month. The Contractor shall submit correct invoice within 10 days of the succeeding month and payment shall be released within 30 days of submission of acceptable invoices subject to satisfactory performance during that period.

(d) No payment shall be made in advance.

(e) Mode of payment shall be electronic transfer to a bank account provided by the bidder for the purpose at the time of award of contract preferably in the local currency i.e. Euro. Acceptance of any other mode of payment or payment in any other currency would be at the discretion of the Embassy.

SECTION-7
(Dispute Settlement, Force Majeure & Penalty Clause)

7.1 Dispute Settlement

If any dispute or difference arises between the parties, the same be referred to arbitration in accordance with the Rules of Arbitration and Conciliation Act 1996 and the rules framed there under for the time being in force. The award made in pursuance thereof shall be binding on the parties.

- The sole arbitrator shall be appointed by the mutual consent of both parties.
- The venue of the Arbitration shall be at Delhi/ as per discretion of Embassy.
- The language of arbitration proceedings will be English only.
- Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrator otherwise decides in the Award.
- The Courts at New Delhi shall have exclusive jurisdiction in all matters concerning this Agreement/tender including any matter related to or arising out of the arbitration proceedings or any Award made therein.

7.2 Force Majeure

(a) Notwithstanding the provisions of contract, the Service Provider shall not be liable for forfeiture of its performance security, 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.

(b) For purpose of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault of 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.

(c) 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 Ministry in writing the Service Provider shall continue to perform its obligations under the Agreement as far as is reasonably practical and shall seek all reasonable alternative means not prevented by the Force Majeure event.

7.3 Penalty

- a) The quality of service shall be evaluated on six monthly basis between the E/I, Ljubljana and selected agency on the basis of work scope agreed upon. A penalty @ 1 % of monthly payment shall be levied per week in case of delay in fulfilling obligations.
- b) The penalties, if any shall be recovered from monthly payments/Performance Bank Guarantee.
- c) The Embassy reserves the right to terminate the contract in case the contractor consistently fails to provide services upto satisfactory level.

**Embassy of India
Ljubljana**

TENDER NOTICE No. LJU/872/01/2014

Dated 23.04.2021

Financial Bid Proforma

**1. Regular Garden Maintenance:
Spring Season**

Description	Monthly Frequency	Rate per visit/sqm (Euro)	No. of Months	Total Cost
Mowing the grass in Garden	04			
Mowing the grass in front yard	04			
Aerification of grass	Rate on per sqm area basis			
Spring Fertilization of Grass	Rate on per sqm area basis			
Fertilization of bushes	02			
Fertilization of rhododendrons and azaleas	01			
Peat for rhododendrons and azaleas (One time)	01			
Chemical treatment against insects and plant diseases, if necessary	01			
Planting of seasonal flowers and vegetable plants (one time)				
Spring and regular pruning and trimming of plants, bushes, and trees	02			
Weeding, cultivating, watering, and other necessary garden works	02			
Cleaning of garden by racking, leaf removal, disposing of organic material along with cleaning of garden fountain	04			
transportation costs for garden waste	04			
Total Cost for Spring (March-May)				

Summer Season

Description	Monthly Frequency	Rate per visit/sqm (Euro)	No. of Months	Total Cost
Mowing the grass in Garden	04			
Mowing the grass in front yard	04			
Aerification of grass	Rate on per sqm area basis			
Summer Fertilization of Grass	Rate on per sqm area basis			
Fertilization of bushes	02			
Fertilization of rhododendrons and azaleas	01			
Chemical treatment against insects and plant diseases, if necessary	01			

Planting of seasonal flowers and vegetable plants (one time)	01			
Regular pruning and trimming of plants, bushes, and trees	02			
Weeding, cultivating, watering, and other necessary garden works	02			
Cleaning of garden by racking, leaf removal, disposing of organic material along with cleaning of garden fountain	04			
transportation costs for garden waste	04			
Total Cost for Summer (June-August)				

Autumn Season

Description	Monthly Frequency	Rate per visit/sqm (Euro)	No. of Months	Total Cost
Mowing the grass in Garden	04			
Mowing the grass in front yard	04			
Aerification of grass	Rate on per sqm area basis			
Autumn Fertilization of Grass	Rate on per sqm area basis			
Fertilization of bushes	02			
Fertilization of rhododendrons and azaleas	01			
Chemical treatment against insects and plant diseases, if necessary	01			
Planting of seasonal flowers and vegetable plants (one time)				
Regular pruning and trimming of plants, bushes, and trees	02			
Weeding, cultivating, watering, and other necessary garden works	02			
Cleaning of garden by racking, leaf removal, disposing of organic material along with cleaning of garden fountain	04			
transportation costs for garden waste	04			
Total Cost for Autumn (September-November)				

Winter Season (depending on weather condition)

Description	Monthly Frequency	Rate per visit/sqm (Euro)	No. of Months	Total Cost
Cleaning of garden by racking, leaf removal, disposing of organic material along with cleaning of garden fountain	04			
transportation costs for garden waste	04			
Total Cost for Winter (December-February)				

**The firm should also specify approximate no. of hours per visit to undertake regular maintenance of garden as per detailed work scope. Financial bids should be submitted strictly as per format provided.

2. **Flowers and potting Soil (to be decided as per Ambassador's instructions)**
3. **Rate of Snow Removal (No. of hour)**