High Commission of India Singapore

No. SIN/872/01/2023

04 July 2024

NOTICE INVITING TENDER

Subject: Invitation of tender for "Annual Maintenance Contract for Garden maintenance at 3 Government of India properties in Singapore".

The High Commission of India to Singapore invites tenders from reputed and experienced and financially sound Landscape Contractors registered under relevant laws of the Republic of Singapore for providing garden maintenance at the 3 Government of India properties in Singapore initially for a period of **one year** as has been defined in **'Scope of work'** mentioned in Section -2 of this tender document.

- 2. The interested companies have to submit the tender in two bid system {i.e. (i) Technical Bid and (ii) Financial Bid}. Tenders are to be submitted to **Head of Chancery**, **High Commission of India**, **Singapore on or before 25 July**, **2024**. All the necessary documents including those in support of eligibility criteria etc. are to be submitted in sealed envelopes as mentioned in Para 2 of Section-1. **The Financial Bid will be submitted in a separate sealed envelope**. No tender documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances.
- 3. The Technical Bids will be opened on 26 July, 2024 at 1100 hrs by the Committee authorized by the Competent Authority of the Mission. The financial bids of only those bidders, whose Technical Bids are accepted, shall be opened by the Committee authorized for the purpose. The site visit may be conducted between 05 July, 2024 to 24 July, 2024 on prior appointment basis to assess the job requirement/quantum of work involved. The appointment may be booked by sending email at property.singapore@mea.gov.in or call at 62382535.
- 4. The Tender Notice is also published on Central Public Procurement Portal (CPPP) of Government of India http://eprocure.gov.in/e-publishing. the website of High Commission of India, Singapore, https://www.hcisingapore.gov.in. There is no fee for the tender documents.
- 5. The English language is to be used for the needs of this tender. Therefore, all supporting documents must be in English. No other language will be accepted. The Competent Authority reserves the right to reject any or all the bids without assigning any reason and the decision of the competent authority of the High Commission shall be final and binding.

(Ashwani Kumar) Head of Chancery Tel No +65-62382514

E-mail: hoc.singapore@mea.gov.in

अक्षनी कुमार Ashwani Kumar प्रथम सचिव / First Secretary भारत का उद्यायोग, सिंगापुर High Commission of India, Singapore

Section-1: Instructions to the bidders

1. General Instructions

For the Bidding / Tender Document purposes, the High Commission of India, Singapore shall be referred to as 'Client' and the Bidder/Successful Bidder shall be referred to 'Service provider and /or Bidder or interchangeably'.

- 1.2 The tender documents can be downloaded from the websites of Central Public Procurement Portal (CPPP) of Government of India http://eprocure.gov.in/e-publishing OR the website of High Commission of India, Singapore, https://www.hcisingapore.gov.in/. There is no fee for the tender documents.
- 1.3 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.
- 1.4 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 or any other requirements, stipulated in the tender documents are liable to be rejected.
- 1.5 The parties to the Contract/ Agreement shall be the successful bidder (to whom the work has been awarded) and the Client, High Commission of India, Singapore.
- 1.6 For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies any change of address by a separate letter sent by registered post with acknowledgment due to the High Commission of India, Singapore. The bidder shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner.

2. <u>Minimum Eligibility Criteria and Eligibility Documents</u>

2.1 **Legally Valid Entity:** The Bidder/Bidding companies shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited/ Company registered under the relevant Act in Singapore. Bidding in the form of JV Consortium is not permitted. The proof for supporting the

legal validity of the Bidder/Bidding company shall be attached with the technical bid.

- 2.2 **Registration:** The Bidder/Bidding Firm must have GST registration with the concerned authority. The proof in support of the same (attested copy of GST registration certificate) shall be attached with the technical bid.
- 2.3 **Experience:** The bidders should have a minimum of three (03) years experience in the field as on 31.01.2024. The details of the work may also be elaborated to specify whether the works have been done for Embassies /Government Ministries /Departments /Public Sector Companies /reputed corporate organization /multinational companies. As a proof in support of the same, copies of experience certificates for completed work/ongoing work issued by the Foreign Embassies/Government Ministries/ Departments/ Public Sector Companies/ reputed corporate organization/multinational companies shall be attached with the technical bid.
- 2.4 **Bid Security Declaration:** The bidder must submit Bid Securing Declaration along with their bid as per the format at **Annex-I.** Any bid which is not accompanied with the Bid Securing Declaration, shall be rejected.
- 2.5 The average annual turnover of the company in last five financial year (2019-2023) should not be less than S\$ 2 million dollar.
- 2.6 The bidder will also have to provide the certificate as per format at **Annex-II** certifying that no relatives is working in the High Commission of India, Singapore.
- 2.7 **Earnest Money Deposit (EMD):** The bidder is required to submit earnest money deposit of S\$ 3600/-. The EMD shall be returned to unsuccessful bidders after completion of process of award of work. The Contract document should be executed within 21 days of the issue of letter of acceptance on final award of work. Non-fulfilment of this condition of executing a contract by the successful bidder would constitute sufficient ground for annulment of the award and forfeiture of Earnest Money Deposit. The EMD can be in the form of bankers' cheque, fixed deposit receipt, account payee demand draft or Bank guarantee from a commercial Bank.
- 2.8 The provisions of Public Procurement Section Order No. P-45021/2/2017-PP(BE-II) dated 16.09.2020 by Ministry of Commerce & Industry regarding preference to Make in India, shall be applicable for award of tender.

3. Validity of bids

- 3.1 Bids shall remain valid and open for acceptance for a period of 120 days from the last date of submission of Bids.
- 3.2 In case, client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- 3.3 The client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.
- 3.4 Site Visit: Bidders may also undertake site visit for visualization and better understanding of the quantum of work any time after fixing a prior appointment with ASO (Property) on his number +65-62382535.

4. Preparation of bids

- 4.1 Language: Bids and all accompanying documents shall be in English only.
- 4.2 Technical Bid: Technical Bid should be prepared as per the instructions given in the Tender Documents alongwith all required information, documents in support of the minimum eligibility criteria. Documents comprising the Bid:
- 4.3 Technical Bid Submission Form (Annex-II) duly signed and printed on Company's letterhead.
- 4.4 Bidder's description format summary (Annex-IV), duly filled and signed and stamped.
- 4.5 All supporting document in proof of having fully adhered to Minimum Eligibility Criteria/ Eligibility Documents as referred in Para 2 above. The Technical Bid along with all the required documents as mentioned in the Tender Documents shall be attached with bid documents.

Envelope-B (Technical Bid) (following documents to be attached)			
SI. No.	Document	Yes/No	
	Certified copies of Registration/Incorporation particulars of Company/Firm from appropriate authorities		
2.	Certified copies GST registration		
3.	Proof of minimum experience of completion of works of		

	similar nature in any Foreign Embassies/Government
	Ministries/Departments/Public Sector Companies/ reputed
	corporate organization/ multinational companies.
4.	Bid Security Declaration (Annexure - I)
5.	Certificate that no relatives is working in the High
	Commission of India, Singapore (Annexure-II)
6.	Technical Bid submission form (Annexure - III)
7.	Bidder's description format summary (Annexure - IV)
8	Average Annual Turnover statement of last five Financial
	years (2019-2023)

5. FINANCIAL BID

- 5.1 The gardening equipment as mentioned in the scope of work will be provided by the bidder.
- 5.2 Financial Bid shall be sent in a separate sealed envelope along with the bid documents. Financial bids of only those bidders will be opened who qualify after evaluation of technical bids.
- 5..3 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 High Commission of India, Singapore 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.

6. SUBMISSION OF BIDS

6.1 The Bidders have to submit the bids in **three Envelope** - *First* Envelope (Envelope 'A') containing Bid Security Declaration, the *second* Envelope (Envelope 'B') containing Technical Bid and should be superscribed "Technical Bid" and *third* Envelope (Envelope 'C') containing Financial bid and should be superscribed "Financial Bid". All three sealed covers should be placed in a large sealed envelope superscribed "**Annual Maintenance Contract for Garden maintenance at 3 Government of India properties in Singapore"** and addressed to 'Head of Chancery, High Commission of India, Singapore, 31 Grange Road, Singapore - 239702.

Envelope 'A' Bid Security Declaration Envelope 'B' Technical Bid documents Envelope 'C' Financial Bid documents

- The tender forms shall be neatly filled in ink or typed. No tender filled in pencil will be considered. The tender shall be signed, dated and duly provided for the witnessed in all places in documents. corrections/deletions/scoring out/over writing shall be initialed. 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 initialed 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.
- 6.3 **Late Bids:** The bidders are advised, in their own interest, to ensure that the tender document reaches the High Commission of India, Singapore well before the closing date and time of the bid submission. Any bid received after the deadline shall be rejected and returned unopened.
- 6.4 **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.
- 6.5 The Competent Authority in the High Commission of India, Singapore, reserves right to extend the date / time for submission of bids, before opening of the Technical Bids.
- 6.6 The tendering authority (High Commission of India, Singapore) 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.
- 6.7 In case any bidder quoted NIL charges/ consideration, the bid shall be treated as unresponsive and will not be considered.

7. BID OPENING PROCEDURE

- 7.1 The Technical Bids shall be opened in the Conference Room of High Commission of India at 31 Grange Road, Singapore 239702 on 26 July 2024 at 11 hrs before the Committee constituted by the Competent Authority of the High Commission of India.
- 7.2 The envelope "A" containing Bid Security Declaration shall be opened first. Bidders who have submitted valid Bid Security Declaration as

mentioned shall be considered successful for opening of Technical Bids. Thereafter, envelope "B" containing Technical Bids of successful bidders shall be opened. After evaluation of Technical Bids on site, a list of qualified bidders will be prepared by the Employer. Opening of financial bid will be decided after evaluation of Technical Bids.

- 7.3 After opening of the Technical Bids, the technical bids shall be evaluated to ensure that the bidder meets the minimum eligibility criteria as specified in the Tender Document. The Financial Bids of only those bidders, who qualify at Technical Bid stage, shall be opened by the Committee authorized for the purpose.
- 7.4 Bids shall be declared as valid or Invalid based on the preliminary scrutiny of documents submitted by the bidders by the Tender Evaluation Committee. The financial bids will be opened on result of such scrutiny. However, in case anything found false or forged in contrary to the documents submitted by the bidder, its bid will be rejected and suitable legal action may be taken.
- 7.5 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, the time remaining unaltered.

8. CLARIFICATION ON TECHNICAL BID EVALUATION

- 8.1 The Technical Bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the client shall not be considered. The client's request for clarification and the response shall be in writing.
- 8.2 If a bidder does not provide clarifications of its bid by the date and time set in the client's request for clarification, its bid may be rejected.
- 8.3 Client also reserves the right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per Clause 2 above

9. CONTRACT MANAGEMENT

- **9.1 Duration of Contract:** The contract, if awarded, shall be valid for a period of <u>ONE YEAR</u> without any escalation of rates by the bidder. The contract may be 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 Bidder. In case of breach of contract or in the event of not fulfilling the minimum requirements / statutory requirements, the High Commission of India, Singapore shall have the right at any time to terminate the contract forthwith and initiating administrative actions for black listing etc. solely at the discretion of the competent authority in High Commission of India, Singapore. The High Commission of India, Singapore will have the right to review, for extension or cancel contract at any stage of execution with 30 days of notice.
- **9.2 Change Orders:** The agreement/Contract 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 High Commission of India, Singapore.
- **9.3 Notification of award:** Prior to the expiration of the period of bid validity, High Commission of India, Singapore will issue letter of Intent to successful bidder (technically qualified bidder who has quoted lowest price) 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 High Commission of India, Singapore.
- **9.4 Execution Method:** The High Commission of India, Singapore shall approve the following for effective performance of tasks:
- 9.4.1 Log books/Log Sheets
- 9.4.2 Maintenance of a complaint register for the work carried out by the each employee with timings/jobs carried out on day to day basis.

10. PERFORMANCE /SERVICE GUARANTEE:

- 10.1 The bidder is required to submit 10% of annual contract amount as Performance Guarantee before the commencement order is given and within 15 days of signing the final contract. 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:
- 10.1.1 When the terms and conditions of the contract are breached.

- 10.1.2 When the service provider fails to comply with minimum service levels agreed upon.
- 10.1.3 Failure of the service provider to comply with statutory requirements shall constitute sufficient grounds for annulment of the award and forfeiture of service guarantee.
- 10.1.4 Notice with reasonable time will be given to bidder in case of forfeiture of Performance Guarantee.
- 10.1.5 The Performance Guarantee shall be valid for contract period and 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.
- 10.2 The Performance Guarantee can be in the form of fixed deposit receipt, account payee demand draft or Bank guarantee from a commercial bank.

11. PAYMENTS

- 11.1 The bidder shall be paid on a monthly basis for the services rendered in the preceding month. The billing cycle will be the 01st of every month to the last day of the month. The bidder shall submit correct invoice in terms of quality and commercial aspects within 10 days of the succeeding month and payment shall be released within 30 days of submission of acceptable invoices.
- 11.2 All payments shall be made in Singapore Dollars by means of crossed cheques/bank transfer
- 11.3 The High Commission of India, Singapore shall be entitled to deduct in accordance with applicable Law, withholding tax or other deductions (as the case may be), from any payments made to the successful bidder/service provider, and the amount so deducted shall be deemed to be a payment made to the bidder.
- 11.4 The payment to the workers in accordance to minimum wages prescribed by the Singapore Government along with the statutory compliance Bonus is sole responsibility of the successful bidder/service provider. In case of revision in minimum wages by the Government of Singapore, the same would be absorbed by the bidder itself. Claim for any escalation shall not been entertained by the High Commission of India, Singapore.

- 11.5 No payment shall be made in advance nor will any loan from any bank or financial institution be recommended on the basis of the order of award of work.
- 11.6 No extra remuneration would be paid, if the successful bidder is required to work on Saturday/ Sunday/Public Holidays to fulfill its work commitments as mentioned under scope of work.

12. INSURANCE AND GENERAL LIABILITY:

- 12.1 The Contractor shall be liable to provide whatever insurance is legally necessary. The contractor shall, at its own expense, provide and maintain during the entire performance period the required insurance.
- 12.2 The Contractor shall obtain any types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.
- 12.3 The Contractor agrees that the HCI shall not be responsible for personal injuries or for damages to:
 - Any property of the contractor
 - Its employees, agents, servants, employees or any other person
 - Arising from and incident to the Contractor's performance of this contract.

The contractor shall hold harmless and indemnify the HCI from any and all claims. The contractor shall submit the required insurance within 10 days of award of contract.

13. LAWS AND REGULATIONS:

- 13.1 Without any additional expense to the Govt., the Contractor shall comply with all laws, codes, ordinances and regulations required to perform this work. If there is a conflict between the contract and requirements of local laws, the contractor shall promptly advise the HCI through Head of Chancery of the conflict and of the Contractor's proposed course of action for resolution by HCI.
- 13.2 The Contractor shall comply with all local laws, regulations, customs and practices pertaining to labour, safety and similar matters.

14. LIQUIDATED DAMAGES AND TERMINATION

- 14.1 It would be the first and foremost responsibility of the bidder to ensure that the services are being provided satisfactorily and agreement is executed as per agreed terms and conditions. In the event of delayed or unsatisfactory services, the High Commission may recover a sum from the agency equivalent to minimum of 0.5% of the price for any portion of services delayed/negligence in service. The maximum amount to be recovered would be 10% of the contract value.
- 14.2 It would be the responsibility of the bidder to attend complaints within **one hour** of complaints occurs. In the event of delayed in attending the complaints penalty of 0.5% of the monthly payment/fee will be levied for each time subject to the penalty not exceeding 5% of the monthly payment/fee for each month.
- 14.3 In case of quality of service provided by the bidder found wanting/inadequate, the competent authority may terminate the agreement after giving 30 days' notice. In that case the competent authority may forfeit the Performance Guarantee deposit.
- 14.4 In case of material breach of any of 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 Mission in that event and the Performance security deposit may also be forfeited.
- 14.5 Any damage occurring to furniture, fixtures or any other items belonging to the client due to negligence of the deputed staff of the company, shall be recovered from the monthly payment.

15. CODE OF CONDUCT AND PENALTY FOR NON PERFORMANCE:

- 15.1 The bidder or an experienced supervisor engaged by the bidder shall personally visit to monitor the performance of gardeners.
- 15.2 In case of requirement for replacement of any person, the bidder should be responsible to do so under their own arrangement.
- 15.3 The number of workers as agreed upon for work at Chancery 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 High Commission of India, Singapore will be final in this respect.

15.4 The bidder shall provide and maintain all site documents, SOPs, checklists, trackers as per the best practice for safe and economical running of services. Draft SOPs, checklists, PPM schedules, if any shall be forwarded to High Commission of India, Singapore for approval before they are placed at site for application within one month of signing of Contract.

16. FALL CLAUSE

The Bidder undertakes that it has not completed any project/presently running any similar project or subsystems at a price lower than that offered in the present bid, in respect of any other client in Singapore and if it is found at any stage that similar project/systems or sub system was completed by the bidder to any other client at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the bidder to the client, if the contract has already been concluded.

17. CODE OF INTEGRITY:

All the bidders shall have to observe the highest standard of ethics and should not indulge in any of the prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts. No official of a procuring entity or a bidder shall act in contravention of the codes which includes making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process. The bidders shall also have to avoid the following prohibited practices such as {I) Corrupt practice, (ii) Fraudulent practice, (iii) Anti-competitive practice, (iv) Coercive practice, (v) Conflict of interest and (vi) Obstructive practice.

18. CONFLICT OF INTEREST

The bidders shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of procuring entity's interests. The bidder found to have a conflict of interest shall be disqualified based on any such activities like participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked or if they are part of more than one bid in the procurement or if the bidding firm or their personnel have

relationships of financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract or improper use of information obtained by the bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain.

19. OTHER CONDITIONS

- 19.1 The bidder 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.
- 19.2 The High Commission of India, Singapore reserves the right to amend/withdraw any of the terms and conditions in the tender documents or to reject any or all tenders without giving any notice or assigning any reason. The decision of the High Commission of India, Singapore in this regard shall be final and binding on all.
- 19.3 If the bidder 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 High Commission of India, Singapore.
- 19.4 Should any new areas of work not envisaged as being part of this tender document are added, the prices for the new areas of work shall be mutually agreed upon between the High Commission of India, Singapore and the bidder based on the actual rate analysis or as per the prevailing rates as agreed in this tender document.
- 19.5 The bidder shall pay the expenses of applicable duties for execution of agreement.
- 19.6 The bidder would need to ensure that all the statutory requirements for operating buildings are in force and adhered to.
- 19.7 The bidder should ensure that proper trained/personnel carry out the jobs and that proper supervision is done for the jobs. All workmen of the service provider must have valid identification cards issued by the Service provider to be displayed at all times during duty hours.
- 19.8 The workers so provided should be on the roll of the Company and their antecedents should be pre-verified by the Police authorities. A copy

of the verification of each worker shall be submitted to the High Commission before deployment for work at Chancery.

- 19.9 The bidder would be fully responsible for all acts of omission or negligence, dishonesty or misconduct of its employees for work at Mission's premises. The bidder would indemnify High Commission of India, Singapore against any compensation/claim and damages etc. due to accident or injury to its employees or death due to accident or otherwise, which may arise out of and during the course of their duties. High Commission of India, Singapore would not be liable to pay any damages or compensation to such employees or to any third Party.
- 19.10 In case of any complaint, either as regards the nature of service or as regards the behavior of employees on duty or otherwise, bidder would be intimated and would be required to take corrective measures promptly.
- 19.11 Arbitration Clause/Dispute resolutions: Disputes, if any, be resolved amicably with mutual dialogue.
- 19.12 Should any new areas of work not envisaged as being part of this tender document are added, the prices for the new areas of work shall be mutually agreed upon between the High Commission of India, Singapore and the bidder based on the actual rate analysis or as per the prevailing rates as agreed in this tender document. High Commission of India reserves the right to remove any item from the scope of work before or after the finalization of the contract with the successful bidder. The proportional amount in respect of the removed items shall be adjusted in the total payable amount.
- 19.13 In case of tie in rates, the work will be awarded to the company who have more work experience.
- 19.14 The Mission reserves the right to reject the lowest bid as unresponsive, on the basis of the scope of work mentioned in Section-2 of this tender document, if it considers it commercially unviable as that could therefore lead to poor quality of services. In that event, the lowest responsive bid L1 may be decided amongst the remaining bids which are considered viable.

20. FORCE MAJEURE

20.1 Notwithstanding the provisions of contract, either Party shall not be liable for the violation of the contract/breach of the terms of the Contract, 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.

20.2 For the purpose of this clause, 'Force Majeure' means an event beyond the control of the either of the Parties and not involving the either of the Parties' fault or negligence and not foreseeable. Such events may include but are not restricted to wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

20.3 If a Force Majeure situation arises, the affected Party shall promptly notify the authority in writing of such conditions and the cause thereof. Unless otherwise directed by the High Commission of India, Singapore in writing, the bidder 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-2: Scope of Work

- 1. **SUPERVISION:** The contractor shall designate a representative who shall be responsible for onsite supervision of the Contractor's workforce at all times. This supervisor shall be the focal point for the Contractor and also the point of contact with HCI. He should present <u>once a week</u> in the High Commission for discussion and reporting of issues.
- 2. **SCHEDULES**: The contractor shall deliver standard services between 0830 hours to 1700 hours from Monday to Saturday. The bidder must have to fulfill the work requirements in all aspects as indicated under the scope of work.

Location

Number of gardener required

2, Peirce Road (approximate area 8900 sqm)

Two Full time Gardeners

31, Grange Road (approximate area 1700 sqm) One Full time Gardener

54, Stevens Road (approximate area 4900 sqm)

One Full time Gardener

- 3. **QUALITY CONTROL:** The Contractor shall be fully responsible for quality of garden maintenance works at all properties. The contractor or his appointed representative shall perform inspection visits to the work site <u>once a week</u>. These visits shall be surprise inspections to those working on the contract. The record of such inspection visits shall be maintained by Contractor and countersigned by authorized representative of HCI.
- 4. **TECHNICAL GUIDANCE:** The contractor shall have the services of trained horticulturist/ arborist with experience in the climate and soil conditions locally to give technical guidance to the Contractor's work force. The details of such trained horticulturist/arborist shall be submitted to HCI and he shall provide the visual assessment report on the condition of garden including all trees <u>once a month</u>.
- 5. **GARDEN MAINTENANCE PLAN**: The contractor shall submit monthly schedule for maintenance keeping in view of local conditions, types of vegetation and climate factors. The plan should also indicate <u>weekly fogging</u>. Only plant based insecticides and pesticides would be used. This schedule will be approved by HCI and any changes made by HCI would be acceptable to the Contractor.

6. GARDEN/LAWN CARE:

6.1 Grass Cutting: The Contractor shall maintain the height of the grass between 4 and 6 centimeters. The contractor is responsible for all equipment and fuels needed to complete this task. Use of proper lawn mowing machines should be made to ensure uniformity and neat appearance of the garden.

- 6.2 Edging: The contractor shall edge all sidewalks, driveways and curbs each time the adjacent grass is cut.
- 6.3 Trimming: The Contractor shall trim grass around trees, shrubs, cultivated areas, sprinkler heads, valves, fences, buildings, poles and structures so that grass height does not exceed the adjacent grass.
- 6.4 Weeding: The contractor shall weed the grounds and gardens on a daily basis to prevent the growth of weeds into lawns and landscapes. The contractor should manually remove the growth of weeds to eliminate grass and weeds in the cracks and joints within or along sidewalks and curbs.
- 6.5 Turf Repair And Re-establishment: The contractor shall, whenever necessary, repair areas damaged by vehicular traffic, oil and gas, building repairs, and normal foot traffic. The damaged areas shall be filled in and leveled and then seeded or sodded, and maintained to conform to adjacent areas.
- 6.6 The method and dates of grass cutting, hedging, trimming, weeding and turf repair shall be part of the contractor's monthly plan. These works shall be carried out <u>once in every month</u>.
- 6.7 The contractor must assess the condition of the big trees in the premises periodically and send the report to HCI <u>once in every six months</u>. The contractor/arborist should advise on regular pruning of trees or cutting of trees (if required). Pruning up to a height of 5 m shall be part of this contractor.
- 6.8 Pruning of trees beyond 5m or reduction in crowning of trees beyond 5 m shall be paid for separately if carried out by the contractor. HCI shall be informed before carrying out such work and rates should be settled before the work is done. HCI reserves the right to engage any other contractor for such works to ensure reasonability of rates.
- 6.9 If any tree needs to be cut due to its condition, the Contractor shall seek necessary approval from local authorities including Arborist report and thereafter seek approval from High Commission for cutting the trees. However, all such charges should be finalized before carrying out the work. HCI reserves the right to engage other Contractors for such works to ensure reasonability of price.
- 6.10 In case a tree has fallen in any of the three gardens which are being maintained by the contractor, the contractor shall immediately clear and remove the debris as per local laws. The contractor should also furnish a report on the felling of trees. Separate payment for cutting and removal of trees shall be made to the contractor. However, all such charges should be finalized before carrying out the work. HCI reserves the right to engage other Contractors for such works to ensure reasonability of price.

7. PRUNING (Every Week):

- 7.1 The contractor shall maintain trees, shrubs, hedges, vines, ground cover and flowers.
- 7.2 The Contractor shall prepare a schedule for dates of pruning indicating method.
- 7.3 The contractor shall prune all shrubs, vines, bushes, ground cover and trees to:
 - Direct and encourage plant growth in directions desired;
 - Pruning should be in the proper season according to best horticultural practices;
 - Remove dead and unsightly growth; and
 - Maintain a neat and attractive appearance
 - Should be discussed with HCI representative regularly.
- 7.4 At no additional cost to the HCI, the Contractor shall replace any tree, bush or shrub that is killed or rendered unusable for its intended purpose. The replacement should be by same plant species.

8. LEAF REMOVAL (Daily):

The Contractor shall, on <u>daily basis</u>, remove leaves and other waste from the properties.

9. RECYCLED MATERIALS:

The Contractor shall promote recycled uses for lawn and tree debris in meeting other gardening needs, such as mulch and compost. This should be done regularly and approval of local authorities, if required, shall be obtained by the Contractor.

10. REMOVAL OF DEBRIS (Daily):

The Contractor shall remove foreign material, cuttings, grass, leaves, bark, limbs, dead vegetation, paper and trash from the maintained areas including walkways, stairways and curbs within or adjacent to the area. The Contractor shall remove all debris and equipment from the work site before the end of each workday. Debris removal shall prevent unsightly accumulation. The debris should be removed to authorized disposal site. The contractor is responsible to all expenses incurred in collection and disposal of debris.

11. WATERING (Daily):

1

- 11.1 The Contractor shall water lawns, flowers, shrubs and trees to provide for moisture penetration to a depth of 7 centi metres. If natural precipitation is sufficient to fullfil this requirement, the Contractor may suspend watering to avoid too much water in the soil.
- 11.2 The Contractor shall provide all hoses, portable sprinklers and other similar irrigation equipment, if required.
- 11.3 The HCI shall furnish supply of water.

12. FERTILIZER:

- 12.1 The Contractor shall fertilize and lime the soil to promote proper health, growth, colour and appearance of cultivated vegetation, following proper horticultural practice for the types of vegetation, soil, weather conditions etc.
- 12.2 The Contractor shall fertilize the garden areas a minimum of <u>four times a year</u>. This should be done with the prior knowledge of representative of High Commission.
- 12.3 The Contractor shall fertilize trees, shrubs, bushes, hedges and plants a minimum of <u>two times a year</u>.
- 12.4 No separate payment for supply of fertilizers, manure, seeds, plants etc. shall be made to the contractor.

13. PEST AND DISEASE CONTROL:

The Contractor shall ensure controlling of pests and plant disease using bio-pesticides so as to maintain flowers, shrubs, vines, trees and other planted areas in a healthy and vigorous condition.

14. HAZARDOUS AND TOXIC SUBSTANCES:

The Contractor shall ensure safe handling, application, removal and environmentally sound disposal of all hazardous or potentially hazardous fertilizers, weed killers and pest control products.

15. PERSONNEL REQUIREMENTS:

15.1 The contractor shall maintain discipline at the site and shall take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by Contractor employees at the site. The contractor shall preserve peace and protect persons and property at site. The HCI reserves the right to direct the Contractor to remove an employee from the work site for failure to comply with the standards of conduct. The contractor shall immediately replace such an employee to maintain continuity of services at no additional costs to the HCI.

- 15.2 The Contractor's employees shall wear clean, neat and complete uniforms when on duty.
- 15.3 Neglect of duties shall not be condoned.
- 15.4 Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions or fighting shall not be condoned.
- 15.5 The contractor shall not allow its employees while on duty to possess, sell, consume or be under influence of intoxicants, drugs or substances that produce similar effects.
- 15.6 Contractor employees may be subject to criminal actions as allowed by law in Singapore.
- 15.7 Access Control: Access to the premises at all times should be with the approval of Security Guard/Caretaker or residents of the building/property. The contractor shall comply with all labour laws and relevant rules and regulations as per local laws.
- 15.8 After award of contract, the Contractor shall provide the list of names of all employee who will be working under this contract including the details of supervisors.
 - Full Name
 - Place and Date of Birth
 - Current Address
 - Identification Number

16. MATERIAL AND EQUIPMENT:

The contractor shall provide all necessary gardening supplies and equipment, including rakes, lawn mowers, hoe, pitchfork, punning sheers, and fertilizers to perform the work.

Section-3: Technical Bid

Technical Bid should be prepared as per the instructions given in the Tender Documents along with all required information, documents in support of the minimum eligibility criteria. Documents comprising the Bid:

- (i) Technical Bid Submission Form duly signed and printed on Company's letterhead.
- (ii) Contact Details Form, duly filled and signed & stamped.
- (iii) All attested supporting document in proof of having fully adhered to minimum eligibility criteria as referred in Para 2 of Section 1

The Technical Bid along with all the required documents as mentioned in the Tender Documents shall be attached with bid documents.

Envelope - B (Technical Bid) (documents to be attached separately for items from SI. No. 7 to 15)			
S/No.	Document/Details		
1.	Name of the Firm/Company		
2.	Full Postal Address		
3.	Telephone Number		
4.	Mobile Number		
5.	E-mail ID		
6.	Date of establishment of Firm		
7.	Certified copies of Registration/Incorporation particulars of Company/Firm from appropriate authorities		
8.	Certified copies GST registration		
9.	Proof of minimum experience of completion of works of similar nature in any Foreign Embassies/Government Ministries/Departments/Public Sector Companies/ reputed corporate organization/ multinational companies.		
10.	Bid Security Declaration (Annexure - I)		
11.	Certificate that no relatives is working in the High Commission India, Singapore (Annexure-II)		
12.	Technical Bid submission form (Annexure-III)		
13.	Bidder's description format summary (Annexure-IV)		
14.	Average Annual Turnover for the past five Financial Years (2019-2023) (S\$)		
15.	Earnest Money Deposit		

Section-4: Financial bid

To.

Mr Ashwani Kumar Head of Chancery, High Commission of India, 31 Grange Road, Singapore – 239702.

Ref: Invitation for Bid No.-SIN/872/01/2023

Subject: Financial Bid for "Annual Maintenance Contract for Garden maintenance at 3 Government of India properties in Singapore".

I/We are submitting tender for "Annual Maintenance Contract for Garden maintenance at 3 Government of India properties in Singapore" against Tender Notice No. SIN/872/01/23 dated

As part of the Bid, we hereby offer SGD......per month exclusive of taxes for providing "Annual Maintenance Contract for Garden maintenance at 3 Government of India properties in Singapore" as per the scope of work mentioned in the bidding document.

Sr. no.	Location	Number of Manpower (0830 hrs- 1700 hrs) for the fulfillment of work requirement.	Unit price	Monthly Amount
1.	No. 2 Pierce Road	02		
2.	No. 31 Grange Road	01		
3.	No. 54 Stevens Road	01		
		Sub Total		
		Applicable Duties, royalties and sales/service taxes, GST or any other taxes, fees, charges as applicable.		
		Total		

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 Document. 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, High Commission of India, Singapore may cancel my/our Tender and can take any action as deemed fit including termination of the contract, forfeiture of all dues including Earnest Money and blacklisting of my/our firm and all partners of the firm etc.

For and on Behalf of:

Signature (Authorized Signatory)
Designation:

[Letter head of the Bidder]

Bids Securing Declaration

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 bids document from being eligible to submit Bids for contracts with the entity that invited the Bids.

Date	Signatures	-
	Name:- ()
	Email Id:	
	Mobile No(s).	
	Seal of Company	

Annexure-II

[Letter head of the Bidder]

I/We,	,Represe	ntative(s) of M	[/s	solemr	nly de	clare
that:-						
•	or my partners nmission of Indi		ny relative wo	orking in ar	ny offi	ce of
	Company hav ent or Quasi C				by	any
			[Signature	(s) of the	Tende	erer]
Name:-			Mobile Email I	d:		
			Date:_			

Seal of Company

Technical Bid Submission Form

(To be printed on Bidder's letterhead)

"Annual Maintenance Contract for Garden maintenance at 3 Government of India properties in Singapore".

Dated.	 2024
Daicu.	 2024

To,

Mr Ashwani Kumar Head of Chancery, High Commission of India, 31 Grange Road, Singapore – 239702.

Ref: Invitation for Bid No.-SIN/872/01/2023

We, the undersigned, declare that:

We have examined and have no reservations to the Bidding Documents including Addenda issued in accordance with Instructions to the Bidders.

We offer to execute in conformity with the Bidding Documents for providing gardening services for High Commission of India, Singapore.

Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and shall remain binding upon us and maybe accepted at any time before the expiry of the period.

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.

We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid/ lowest bid or any other bid that you may receive.

Yours sincerely,

Authorized Signatory (Authorized person shall attach a copy of Authorization for signing on behalf of Bidding company)

Bidder's description format summary

Name of the Bidding Firm	
Name of Partner(s) & Nationality	
Name of the Authorized	
Signatory Nationality	
E Mail Ids	
Telephone No.	
Mobile No.	
Fax No.	
Year of Incorporation	
Registration No.	
GST registration No.	
Registered Office & Address	
Total Staff Strength	

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

(1) Business background

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

(2) Claims and Suits (Explain any "Yes" answers)

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