



भारतीय राजदूतावास,
बाकू, अज़ेरबैजान
**EMBASSY OF INDIA
BAKU, AZERBAIJAN**

No. BKU/Estt/872/1/22

27 December 2021

TENDER NOTICE

Sealed tenders are invited in *Two Bid System* from the established, reputed and experienced firms for providing services for maintenance of garden at Embassy of India (6A, Olimpia Street, Narimanov District Baku, Azerbaijan).

2. The scope of work involves the following:

- Mowing of grass, watering of Gardening area, trimming of trees and plants, soil treatment etc. for a gardening area of approx 240 sq. meters with 65 trees and 100 plants and cleaning fallen leaves, twigs, etc from adjacent surrounding area of approx 400 sq metres in the Chancery premise.
- Watering of trees and plants as required.
- Clearing of fallen leaves, twigs and other debris from garden premises and around its perimeter wall and building roofs.
- Removal of debris from the garden area and putting them into the outdoor Dumpster.
- Saplings, manure, pesticides and other gardening materials will be supplied by the client. Working hours will be two hours (5 days - Monday to Friday) and any additional work mutually agreed upon times.

3. The bidding companies/firms should have the following requirements:

- Having a registration in Azerbaijan and VOEN account in Azerbaijan.
- Local representation in Baku, Azerbaijan.
- Having minimum of 5 years' experience in gardening services.

4. The tenders / bids in a sealed cover envelope should reach Embassy of India, Baku by 12 January 2022.

5. Enquiry, if any, may be made through email id admin.baku@mea.gov.in. Enquires shall be entertained only till 11 January 2022.

6. Site inspection relating to the work can be done on any working day till 11 January 2022 with prior appointment [Tel: +994-564 6354/44].

7. The Embassy of India, Baku reserves the right to reject any bid at any stage of the bidding process without assigning any reasons whatsoever.

Embassy of India
Baku

No. BKU/Estt/872/1/22

27 December 2021

NOTICE INVITING TENDER

Embassy of India, Baku invites Tender in *Two Bid System* from the established, reputed and experienced firms for providing services for maintenance of Garden at Embassy of India (6A, Olimpia Street, Narimanov District Baku, Azerbaijan).

2. The tender documents can be downloaded free of cost from the websites <http://eprocure.gov.in/cppp> or (<https://www.indianembassybaku.gov.in/>) from 28 December 2021– 12 January 2022.
3. The interested service providers/firms have to submit the tenders in *Two Bid System* {i.e (i) Technical Bid and (ii) Financial Bid}. Tenders are to be submitted to Embassy of India, 6A, Olimpia Street, Narimanov District Baku, Azerbaijan. All the necessary documents including those in support of eligibility criteria etc. (except the Financial Bid) are to be submitted along with the Technical bid in a sealed envelope. 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.
4. The Technical Bids will be opened on 13 January 2022 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 on 13 January 2022 at 1600 hrs. The pre-bid site visit for all probable bidders may be conducted from 28 December 2021 to 11 January 2022 on prior appointment basis to assess the job requirement / quantum of work involved.
5. The Competent Authority reserves the right to reject any or all the bids without assigning any reason and shall be final and binding.

Sd-
(Vinay Kumar)
(Head of Chancery)

TECHNICAL PROPOSAL SUBMISSION FORM

To,

Head of Chancery
Embassy of India, Baku
6A Olimpia Street,
Ganjlik, Narimanov
District, Baku, Azerbaijan

Date:

Letter of Bid

Ref: Invitation for Bid No. No. BKU/Estt/872/1/22 dated 28 December 2021

We, the undersigned, declare that:

We have examined and have no reservations to the Bidding Documents, including any Addendum issued in accordance with Instructions to Bidders,

2. We, in conformity with the Bidding Documents offer for **maintenance of garden at Embassy of India (6A, Olimpia Street, Narimanov District Baku, Azerbaijan))** as per the scope of work defined in this tender.

3. Our bid shall be valid for a period of 180 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.

4. We also declare that M/s(Name of the bidder)..... has not been declared ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature by any Govt. agency of the Country.

5. 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,
Authorised Signatory

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

Full Name and Designation
(To be printed on Bidder's letterhead)

Dates to Remember

Crucial dates and time for the above tender would be as under:

S. No.	Events	Date	Time
1.	Notice Inviting Tender	28 December 2021	1100 Hrs
2.	Starting Date for site visit	28 December 2021	1200 Hrs
3.	Last Date for site visit	11 January 2022	1600 hrs
4.	Starting Date for submission of bids	28 December 2021	1300 Hrs
5.	Last Date for submission of bids	12 January 2022	1700 hrs
6.	Opening of Technical Bids	13 January 2022	1100 hrs
7.	Opening of Financial Bids (Only Technically qualified Bidders) Bid stage)	13 January 2022 at 1600 hrs	

Section-1

INSTRUCTIONS TO THE BIDDERS

1. GENERAL INSTRUCTIONS

- 1.1 Embassy of India, Baku invites Tender in *Two Bid System* from the established, reputed and experienced firms for providing services for maintenance of garden at Embassy of India (6A, Olimpia Street, Narimanov District Baku, Azerbaijan) .
- 1.2 The details of terms and conditions, schedule of work/specifications and format for technical and financial bid are available in the tender document. The bidders are instructed to go through tender form thoroughly before quoting their rates. The tender documents can be obtained from <https://www.indianembassybaku.gov.in/> under the “Tender Notices” Section on the Homepage.
- 1.3 The tender submission is liable to be rejected if complete information is not given therein.
- 1.4 All bidders and/or their representatives, with prior intimation may be present at the opening of the tender (Technical Bid) by the mission at the time and date as specified in the Schedule. Bids received after stipulated date & time shall be not be entertained.
- 1.5 Price quoted should be in US Dollar and should be inclusive of all charges. In no case any enhancement in approved rate will be entertained during the currency period for which this tender is being considered.
- 1.6 The bids shall be submitted in two envelopes i.e. Technical Bids should be sealed in a separate cover while Financial Bids be sealed in other cover and superscribed as “Garden Maintenance Contract at Embassy of India, Baku”. Format for the technical and financial bids are enclosed in the tender documents.
- 1.7 The bidders shall give full information with reference to the projects in-hand and shall facilitate inspection of the works executed by them and shall give full assistance and information as may be required in connection with this tender.
- 1.8 The bidders while submitting their bids, shall enclose self attested copies of experience, trade license essential for carrying out the activities under reference and all/ any other documents that is needed in support of permission from the Competent Authority for carrying out the activities may be submitted in the Technical bids.

2. MINIMUM ELIGIBILITY CRITERIA

- 2.1 The following shall be the minimum eligibility criteria for selection of bidders at Technical Bid stage of the bidding process:-
 - (a) **Legally Valid Entity:** The Bidder/Bidding Firm 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 or a firm having trade license granted by City Corporation to do business in Baku, Azerbaijan. The proof for supporting the legal validity of the Bidder/ Bidding Firm shall be attached with the bid.
 - (b) **Registration:** The Bidder/Bidding Firm should provide VOEN number to be attached with the bid documents.
 - (c) **Experience:** The Bidder shall have experience in gardening services for Embassies / High Commissions /Government Ministries /Departments /Public Sector Companies / reputed corporate organization /multinational companies.

The bidders shall have to provide all documentary proof in support of the above eligible criteria in the form of attested copies of certificates issued by the respective authority, copy of VOEN certificate, Experience certificates for completed work / ongoing work issued by previous clients. Attested copy of manpower wages in respect of the previous four quarters may be attached with the bid documents.

3. **VALIDITY OF BIDS**

- 3.1 Bids shall remain valid and open for acceptance for a period of 180 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.

4. **PREPARATION OF BIDS**

- 4.1 **Language:** Bids and all accompanying documents shall be in English.
- 4.2 **Technical Bid:** Technical Bid should be submitted as per the instructions given in this Tender Document along with all required information, documents in support of the minimum eligibility criteria, valid EMD of requisite amount as listed below;

S. No.	Document	Yes/No
1	Contact Details Form (Form-I)	
2	Certified copies of Registration/Incorporation particulars of Company/Firm from appropriate authorities	
3	Certified copies VAT registration (VOEN)	
4	Proof of minimum experience of completion of works of similar nature in any Foreign Embassies/High Commissions/Government Ministries/Departments/Public Sector Companies/reputed corporate organization/ multinational companies.	
5	Power of Attorney/Authorization for signing the bid documents.	

- 4.3 **Financial Bid:** Bidder shall prepare the financial Bid in the Price Schedule as provided in the Tender Document. Then the Financial Bid shall be sent in a separate sealed envelope along with the bid documents.

5. SUBMISSION OF BIDS

- 5.1 The Bidding firms have to submit the tenders in two bid system {i.e (i) Technical Bid and (ii) Financial Bid} in the prescribed proforma. Tenders are to be submitted to Head of Chancery, Embassy of India, Baku. All the documents in support of eligibility criteria etc. and other required documents are to be submitted along-with the Tender Documents. No Tender Documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances what so ever.

The tender shall be submitted in sealed envelopes as described below:

ENVELOPE 'A' Tender Documents (Technical bid)

ENVELOPE 'B' Financial Bid (Section-3)

Other enclosures as required in this tender.

The Technical Bids will be opened on 13 January 2022 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.

- 5.2 No Bid shall be accepted after the specified date and time. However the Competent Authority in the Embassy of India, Baku, reserves right to extend the date / time for submission of bids, before opening of the Technical Bid

6. BID OPENING PROCEDURE

- 6.1 The Technical Bids shall be opened in the office of Head of Chancery, Embassy of India, Baku on 13 January 2022 at 1100 hrs before the Committee constituted by the Competent Authority of Embassy of India, Baku .
- 6.2 The Financial Bids of only those bidders, who qualify at Technical Bid stage, shall be opened by the Committee authorized for the purpose on 13 January 2022 at 1600 hrs.
- 6.3 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.
- 6.4 Bids shall be declared as valid or Invalid based on the preliminary scrutiny, i.e. on site verification of documents submitted by the bidders by the Tender Opening Committee. The financial bids will be opened on result of such scrutiny. However, in case any thing 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.
- 6.5 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.

7. CLARIFICATION ON TECHNICAL BID EVALUATION.

- 7.1 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.
- 7.2 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. VALIDITY OF CONTRACT

The contract, if awarded, shall be valid for a period of ONE YEAR (01 year). In case of breach of contract or in the event of not fulfilling the minimum requirements / statutory requirements, Embassy of India, Baku 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 Mission.

9. PAYMENTS

- 9.1 After award of work, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to agency appointed for the job on completion of this tendering process.
- 9.2 The prices in the Price Schedule shall be inclusive of all applicable taxes as may be levied by the Government from time to time.
- 9.3 The Agency shall be paid on a monthly basis for the services rendered during the month. The billing cycle will be the 1st of every month to the last day of the month. The Agency shall submit correct invoice in terms of services provided on the last working day of the month.
- 9.4 All payments shall be made in US Dollar by means of cheque or bank transfer
- 9.5 The Client shall be entitled to deduct in accordance with applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Agency, and the amount so deducted shall be deemed to be a payment made to the Agency.
- 9.6 The payment to the workers in accordance to minimum wages prescribed by the Govt of Azerbaijan along with the statutory compliance Bonus is sole responsibility of the agency. In case of revision in minimum wages by the Govt of Azerbaijan, the same would be absorbed by the agency. Claim for any other escalation shall not be entertained by the Mission.

10 Other Conditions, Force Majeure & Penalty Clause

- 10.1 The workers so provided should be on the roll of the Agency and their antecedents should be pre-verified by the Police authorities. A copy of the verification of each worker shall be submitted to the Mission before deployment for work at Chancery complex.
- 10.2 The bidder must have satisfactory arrangements for training of its workers. Confirmation in this regard is to be given.
- 10.3 The Agency should submit precise profile of its key clients along with details of services provided.
- 10.4 If any worker is absent on a given day, the company will provide a substitute for him otherwise proportionate deductions will be made from the monthly payment.
- 10.5 In case the Agency fails in adhering to the daily Maintenance Services and Mission requires to make alternative arrangements for the same, then Agency would reimburse the cost of such arrangements.
- 10.6 The Agency would be fully responsible for all acts of omission or negligence, dishonesty or misconduct of its employees for work at Mission's premises. The Agency would indemnify Mission 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. Mission would not be liable to pay any damages or compensation to such workers or to any third party.
- 10.7 In case of any complaint, either as regards the nature of service or as regards the behaviors of worker on duty or otherwise, Agency would be intimated and would be required to take corrective measures promptly.
- 10.8 The Mission 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 Mission in this regard shall be final and binding on all.
- 10.9 Quotation should be valid for six months (180 days) 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.
- 10.10 The Mission reserves its right to revoke the contract at any time, if the services rendered are not found satisfactory during the period of the contract.
- 10.11 The Mission may, by written notice sent to 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 Mission's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.
- 10.12 The bidder must use modern equipments, latest technical expertise for maintenance of garden at Embassy of India (6A, Olimpia Street, Narimanov District Baku, Azerbaijan) as per the scope of work defined in this tender.
- 10.13 The employees of the Agency deployed at Mission's premises should have bank accounts and the company should be ready to provide proof of payment of salary to each employee through these bank accounts. The Agency will have to ensure compliance of all mandatory labour laws/regulations laid down by Local Govt. This will include payment of minimum wages and other benefits like bonus, leave, cost of uniform etc to bidder's each employee will solely be the liability of the bidder only.
- 10.14 Any wrong or misleading information will lead to disqualification.
- 10.15 The bidder shall deploy adequate manpower, machinery and resources to ensure completion of work as per stipulated operational timings. No over timing shall be allowed to the Agency in this regard.
- 10.16 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 Client and

the bidder based on the actual rate analysis or as per the prevailing rates as agreed in this tender document.

10.17 Additional staff required other than specified shall be obtained on pro-rate basis.

10.18 Mission reserves the right to remove any person found unfit.

10.19 The bidder would be responsible for all mandatory compliance for social, safety and environmental issues related to the performance of the service provider in the Mission's premises as stated in the eligibility criteria.

Section-2: Scope of Work:

Scope of work for for maintenance of garden at Embassy of India (6A, Olimpia Street, Narimanov District Baku, Azerbaijan)should be defined by providing the details in respect of following;

- Mowing, watering of grass, trimming of trees and plants, soil treatment etc. for a gardening area of approx 240 sq. meters with 65 trees and 100 plants and cleaning fallen leaves, twigs, etc from adjacent surrounding area of approx 400 sq metres in the Chancery premise.
- Watering of trees and plants as required.
- Clearing of fallen leaves, twigs and other debris from garden premises and around its perimeter wall and building roofs.
- Removal of debris from the garden area and putting them into the outdoor Dumpster.
- Saplings, manure, pesticides and other gardening materials will be supplied by the client. Working hours will be two hours (5 days - Monday to Friday) and any additional work mutually agreed upon times.

Note : (Mission may review the above and if need be may add / subtract items in this scope.)

Section-3: Financial Bid

1. **Name of the firm:**
2. **Address of the Registered Office:**
3. **Correspondence address:**
4. **Contact details:**

Telephone:

E-mail:

S. No.	Items	Charges (Including VAT)	Remarks, if any
1	Providing services for maintenance of Garden at Embassy of India (<u>6A, Olimpia Street, Narimanov District Baku, Azerbaijan</u>)	Note: Price quoted should be on an all-inclusive basis to be paid monthly and shall include the cost of all services, personnel, transportation, rentals, etc and excluding VAT.	

All the cost heads shall be inclusive of all applicable taxes as per Govt. Legislation. The amount quoted should constitute the landed cost of hiring an external agency towards **Providing services for maintenance of Garden** in Embassy of India, Baku for a period of Twelve Months. All rates shall be quoted for the corrected value into clear US Dollar.

CONTACT DETAILS FORM

GENERAL DETAILS OF BIDDER

- 1. NAME OF THE COMPANY
- 2, NAME AND DESIGNATION OF AUTHORIZED REPRESENTATIVE
- 3. COMMUNICATION ADDRESS
- 4. PHONE NO./MOBILE NO.
- 5. FAX E-MAIL I.D,

PARTICULAR DETAILS OF THE BIDDER'S REPRESENTATIVE

- 1. NAME OF THE CONTACT PERSON
- 2. DESIGNATION
- 3. PHONE No
- 4. MOBILE No
- 5. E-MAIL ID

(Authorised Signatory)