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No. YAN/ADM/872/01/2020-II

16th April, 2024

NOTICE INVITING TENDER

Embassy of India, Yangon invites Technical and Financial bids from specialized agencies for maintenance of 05 gardens of five bungalows at Padonmar Street, Yangon, on contract basis as per scope of work given at para 2 below.

1.0 QUALIFYING CRITERIA

1.1 The agency should be in garden maintenance business for at least three years and should have been providing garden maintenance services to reputed customers like Embassies, UN Officers, NGOs and other multinational companies in Myanmar. The agency should submit documentary evidence.

1.2 The agency should be connected by Fax, e-mail and telephone facilities for 24x7 for customer service.

1.3 Preference will be given to those agencies who accept payment by Bank transfer rather than cash.

1.4 The company should be registered with relevant Myanmar Government Authorities as required under the local rules and regulations for tax and other purposes.

2.0 SCOPE OF WORK

2.1 The scope of work includes providing the manpower, wages of gardeners, cost of plants, seeds, maintenance of garden implements and tools, materials like organic, in-organic manures and fertilizers, removal of garden waste upto three trucks in a month (Medium sized truck), etc. Beyond three trucks in a month, the Embassy will pay separately for each truck, if required. Before submitting their tenders, the agency should inspect the site, if required, by intimating the Administration Wing of the Embassy in advance, and submit their quotations accordingly.

2.2 Garden area of five bungalows at Padonmar Street and man-hours per day requirements are given below:

Sl. No.	Address	Area (in acre)	Man-hour per day
A	Bungalow No. 75	0.55	3
B	Bungalow No. 77	0.55	3
C	Bungalow No. 79	0.57	3
D	Bungalow No. 81	0.75	3
E	Bungalow No. 83	0.57	3

2.3 The contractors/agencies are required to do the following works during the period of the Annual Maintenance Contract:

- (i) Lawn mowing and pruning of hedges etc.
- (ii) Tending of flower beds
- (iii) Landscaping/beautification of the lawns
- (iv) Plantation of New plants/flowers in the the areas identified in the lawns from time to time
- (v) Cutting of trees and branches
- (vi) Manuring and fertilizers
- (vii) Spraying of insecticides/pesticides
- (viii) Replacing of unhealthy and dead flowers/plants
- (ix) Regular watering and removal of useless weeds, wastes etc.
- (x) Any other gardening related works.

2.4 The contractors/agencies should provide/supply the following during the period of the Annual Maintenance Contract without any extra cost:

- (i) Flower seeds, saplings, fertilizers, insecticides, manure etc.
- (ii) Tool, machinery and other gardening related materials required.

3.0 INSTRUCTIONS TO BIDDERS:

3.1 Bidders are required to fill in all the details asked for Technical Bid document (Annexure-I) and Financial Bid document (Annexure-II). **Financial bids shall necessarily be in US Dollars (USD) only.**

3.2 All pages of the tender document should bear the signature and seal of the authorized representative of the applicant.

3.3 Copies of credentials/documents are to be annexed with the tender document with self-attestation by the Applicant with official seal.

3.4 The bidder shall also mention the minimum number of gardeners and details of garden supervisor to be deployed at site in their bid.

3.5 Validity of the tender should be for minimum period of 180 days from the date of opening of bids.

3.6 The embassy shall not take any responsibility for the delay, loss or non-receipt of quotations/documents not submitted directly to the office of the undersigned.

3.7 Corrections, if any, must be attested. All rates shall be indicated in both figures and words. Where there is difference between rates quoted in figures and words, the rates quoted in words will prevail.

3.8 The service provider shall deploy maximum no. of gardeners possible to ensure best services.

3.9 Date-wise schedule of work of maintenance of gardens for the month should be submitted by the service provider.

3.10 The tender document is liable to rejection in the event of non-adherence to the terms and conditions mentioned therein.

3.11 The bids are liable for rejection due to incorporation of any false information and furnishing fake or truncated documents.

4. SUBMISSION OF BIDS:

4.1 Tender should be submitted in two parts, Part-I (Technical Bid) & Part-II (Financial Bid) in following manner:

- (a) The first sealed cover superscribed as "**Tender for Maintenance of five gardens at Padonmar Street, Yangon, Part-I Technical Bid**". All relevant documents along with signed and stamped copy of this tender document shall be enclosed with the Technical Bid only.
- (b) The second sealed cover superscribed as "**Tender for Maintenance of five gardens at Padonmar Street, Yangon, Part-II Financial Bid**" and in this envelope, there should be only financial quote.
- (c) Both the sealed covers should be placed in one main sealed envelope superscribed "**Tender for Maintenance of five (5) gardens at Padonmar Street, Yangon**". The envelope should be addressed to "Head of Chancery, Embassy of India, 545-547, Merchant Street, Yangon, Myanmar" and must reach on or before **1700 hours on 07th May, 2024**. The bids must be submitted physically or by courier/post at the aforesaid address so as to reach on or before the prescribed date and time. The Embassy will not be responsible for any postal/courier delay.

4.2 Bids should reach before due date of submission of bids. Telex/Facsimile, late or incomplete/conditional bids shall not be accepted.

4.3 Bids having financial quotes in the Technical Bid shall stand rejected.

4.4 The bids shall be valid for a minimum period of 180 days from the date of opening of technical bids. A bid for a shorter period shall stand rejected.

5. EVALUATION OF BIDS:

5.1 A Tender Evaluation Committee (TEC) will open and evaluate the bids in following manner:

- (i) The technical bids shall be opened first on the appointed date and time. After scrutiny of technical bids, the Embassy will shortlist the eligible bidders and inform them of the date and time of opening of the Financial Bids. A representative of the bidder may attend the bid opening meeting.
 - (ii) Financial bids of only those bidders who qualify the technical parameters and found to be competent by the TEC to execute the work, will be opened on the date and time decided by the TEC, an intimation of which will be given to the bidders for participating in the financial bids opening meeting. Financial bids
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of the bidders who are found disqualified during Technical evaluation will not be opened.

- (iii) The lowest financial bid (L1) will be considered as successful bidder.
- (iv) Mere quoting the lowest rate shall not amount to commitment on the part of Embassy for award of contract.

6. SALIENT DATES:

- 6.1 Date of publication of tender : 16th April, 2024
- 6.2 Last date of submission of bids : 07th May 2024 (1700 hours)
- 6.3 Date of opening of technical bids : 08th May 2024 (1500 hours)
- 6.4 Date of opening of financial bids : 10th May 2024 (1500 hours) - Tentative

7. FEE SCHEDULE:

7.1 Fee for purchase of Tender document: NIL

7.2 Earnest Money Deposit (EMD) of amount USD 1000/- (One Thousand only) must be deposited in cash in favour of "Head of Chancery, Embassy of India, Yangon" on or before the last date of submission of bids. A proof of deposit of EMD should be there in the Technical Bids documents. Any bid, without EMD deposit, is liable to be rejected during technical evaluation. The EMD amount will not fetch any interest.

7.3 EMD of unsuccessful bidders will be returned within 10 days of award of the work to the successful bidder.

7.4 The successful bidder has to submit a Performance Guarantee through a reputed bank of 5% of the value of the contract valid till 60 days beyond the contract period. The Performance Guarantee will be refunded to the service provider after 60 days of expiry of the contract or till all the contractual obligations have been settled, whichever is later.

7.5 The Performance Guarantee will not fetch any interest. If the performance of the service provider is not found satisfactory, the performance guarantee shall be forfeited.

8.0 GENERAL TERMS AND CONDITIONS:

8.1 The contract will be for a period of **one (01) year** from the date of agreement. There should not be any change of rate during the contract period. The period of contract may be extended at the discretion of Embassy of India, Yangon for a further period of two year (one year at a time) at the same rate of contract subject to satisfactory performance by the agency.

8.2 Invitation of tender document does not bind the Embassy to select any agency for the contract.

8.3 Embassy of India, Yangon also reserves the right to accept or reject any or all the tenders and/or withdraw or cancel or suspend this notification without assigning any reasons.

8.4 In any area of landscape/garden is unattended or damaged, recovery will be made after examining the loss/damage.

8.5 The contractor/agency shall be responsible for all statutory/labour regulations applicable to the persons deputed for the maintenance of gardens.

8.6 The agency, at its own expenses arrange for safety provisions as per rules, regulations and laws as applicable in respect of labours/drivers, vehicles and equipment provided by the contractor/agency. Embassy will not be responsible for any kind of safety and security of the personnel/drivers, vehicles and equipment on duty at workplace.

8.7 The personnel/drivers deployed by the agency will not be treated as employee of the Embassy in any manner whatsoever or under any condition whatsoever.

8.8 The Contractor/Agency shall be responsible for all acts of commission, omission on the parts of its personnel/drivers, vehicles and equipment deployed and it shall take such preventive measures and precautions as may be deemed necessary for the safety of the personnel / property/ materials which contained in above mentioned premises.

8.9 The Contractor/Agency hereby indemnifies and shall keep Embassy indemnified against all acts of omission or negligence, dishonesty or misconduct of the personnel/staff/drivers engaged by the Contractor/Agency at Embassy of India in Yangon. Embassy shall not be liable to pay for any damages or compensation to such person or to third party. The Contractor/Agency shall at all times indemnify Embassy against any claim whatsoever which would arise under any statutory notification thereof or otherwise in respect of any damages or compensation payable in consequence of any accident, death or injury sustained to personnel/drivers/vehicles/equipment engaged by the Contractor/Agency, which may arise out and in the course of their duties in **Embassy nor shall be liable to pay damages or compensation to such persons or to third parties.**

8.10 The empanelled Contractor/Agency should not sub-contract any part of the Scope of work to be undertaken by them without written permission from the Embassy. The Contractor/Agency to whom the contract is awarded is solely responsible to the Embassy for providing the services .

8.11 Consortium, Joint Venture, subletting, sub-contracting or hiring services of other entity for execution of the Services under this tender is not allowed.

8.12 This tender is not transferable.

8.13 The Embassy is indemnified from all work of commission or omission of garden maintenance service being done by employees of the service provider.

8.14 In case of dispute the decisions of the Deputy Chief of Mission, Embassy of India, Yangon shall be final.

9. PAYMENT TERMS & MODE OF PAYMENT

9.1 The contractor has to submit the monthly bill/invoice as per contract rate on the last working day of the month. Payment shall be made within seven working days from the date of the submission of invoice. No extra amount will be payable in addition to the monthly rate of contract.

9.2 The payment will be made only in USD preferably through bank transfer for which bidders are requested to submit their Bank Details.

10. PENALTY

10.1 If the Contractor/Agency after written confirmation of providing the services on stipulated date and time, fails to provide the services, an amount of 10% of the total cost of the service will be imposed, on each occasion, on the agency as penalty, which the agency will be liable to pay to the Embassy within 6 weeks of imposition of the penalty.

10.2 If the agency keeps on defaulting repeatedly in providing the services satisfactorily, the Embassy reserves the right to terminate the contract.

11. FORCE MAJEURE

Notwithstanding the provisions of contract, the Contractor/Agency shall not be liable for penalty 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. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the Contractor/Agency and not involving the Contractor/Agency's fault or negligence. If a Force Majeure situation arises, the Contractor/Agency shall promptly notify the Embassy in writing of such conditions and the cause thereof. Unless otherwise directed by the Embassy in writing, the Contractor/Agency shall continue to perform its obligations under the contract as far as is reasonably practical.

12. TERMINATION OF CONTRACT

11.1 The contract with the successful bidder may be terminated if bidder fails to perform its obligations specified in the contract agreement or if incase the service provided is found to be unsatisfactory.


(Raj Kapoor)
Head of Chancery

TECHNICAL BID FOR MAINTENANCE OF GARDENS

Name of work: Maintenance of gardens at five bungalows at Padonmar Street /
Budd Road, Yangon

Ref. No. No. YAN/ADM/872/01/2020-II

SI No.	Particulars	Details to be filled by the Agency
1	Name of the Tenderer	
2	Registered office/business address of the agency	
3	Name of Contact Person(s)	
4	Address with telephone, Fax numbers, Email and name(s) of the contact person (s)	
5	Year of Incorporation/Constitution of the Firm/Agency. (Attach copy of proof)	
6	Whether the agency is/have been providing services to reputed customers like Embassies, UN Offices, INGOs, Multinational Companies etc. Give details. (Attach copy of Orders/proof)	
7	Whether the agency is prepared to provide the services on Sundays/Holidays besides normal working days also.	
8	Whether the firm is ready to accept payment through Bank Transfer. (Attach copy of Bank Details)	
9	Whether the agency has deposited EMD of USD 1000/- along with tender	
10	Any other information in support of the case	

I/We _____ have fully understood the foregoing terms of the Annual Maintenance Contract of gardens at five bungalows at Padonmar street, Yangon and having accepted the same, I/We have made my/our offer keeping in view of those terms. I/We do hereby declare that the entries made in the above form are true to the best of my/our knowledge and also we shall be bound by the acts of my/our duly constituted attorney. I/We hereby understand that the submission of application does not guarantee for award of contract as service provider of Embassy of India, Yangon. I/We further understand that in case of any information submitted by me/us are found to be incorrect either before or even after the contract, Embassy of India, Yangon will have the right to summarily reject the application/cancel the contract at any time without assigning any reasons whatsoever.

Date :

Place :

(Office Seal/Stamp)

Signature of authorized signatory

Name :

Designation :

**FINANCIAL BID FOR MAINTENANCE OF GARDENS
Ref. No. No. YAN/ADM/872/01/2020-II**

Date:

Subject: Quotation for Annual Maintenance Contract for maintenance of gardens at five bungalows at Padonmar Street, Yangon.

(i) Total monthly charges, including taxes, for maintenance of gardens at five Bungalows at Padonmar Street, Yangon.

In USD _____

Total (in words, per month) _____

(ii) Cost of removal of garden waster beyond three trucks in month:

In USD _____ per truck

(In words, per truck _____)

Note: Please read instructions carefully and incorporate all necessary details.

It is confirmed that I/We have fully understood the terms for the tender of the Annual Maintenance Contract of gardens at five bungalows at Padonmar Street, Yangon and are agreeable to me/us.

Date :

Place :

(Office Seal/Stamp) Signature of authorized signatory

Name :

Designation :

