

No/ATL/872/1/2019
Consulate General of India
Atlanta

NOTICE FOR INVITING TENDER

Consulate General of India, Atlanta, USA invites tenders in sealed two Envelopes system from eligible Agencies/Contractors for the undermentioned requirements and as per terms and conditions set forth in the Tender Documents:

1.	Tendering Authority	Consulate General of India, Atlanta
2.	Invitation Reference No. & Date	No.ATL/872/1/2019 dated 21.9.2020
3.	Procurement Method	Limited Tendering Method
4.	Source of fund	Government of India
5	Tender Name	Hiring of Gardening agency/contractors for Garden Maintenance at (i) Chancery located at 5549, Glenridge Drive NE, Atlanta Georgia 30342 (0.970 acres) and (ii) CG Residence located at 815 West Paces Ferry Road NW, Atlanta GA 30327 (1 acre)
6	Tender Submission date	Publication Date: 21.9.2020 Last date of submission of bids: 13.10.2020
7	Tender Opening Date & Time	Technical bids will be opened on 14.10.2020 (1600 hrs) Financial bids will be opened on 15.10.2020 (1100 hrs)
8	Conditions	(I) The tender issuing authority reserves the right to withdraw/cancel the tender for any reason whatsoever after publication/award of contract (ii) The vendors/suppliers will have to certify in their offers that the work will be undertaken in a professional manner using good quality material and to the satisfaction of the Consulate (iii) No advance or down payment for this work. Bill would be settled on monthly basis and after satisfactory completion of job
9	Name and address of the office Receiving tenders	Consul (Head of Chancery), 5549, Glenridge Drive NE, Atlanta Georgia 30342
10	Name and address of the office for opening tenders	Consul (Head of Chancery), 5549, Glenridge Drive NE, Atlanta Georgia 30342
12	Terms and conditions	The tenders should be submitted in two sealed envelopes- the first sealed envelope should be superscribed " Technical Bid " and second sealed cover superscribed " Financial Bid ". Both the sealed

		<p>covers should be placed in the main sealed envelope superscribed “Tender for Gardening Services of Consulate General of India, Atlanta” and addressed to “Consul (Head of Chancery), Consulate General of India, 5549, Glenridge Drive NE, Atlanta GA 30342”.</p> <ul style="list-style-type: none"> • The Technical Bid should contain- (a) Company credentials, experience, client list, certifications, license, profile; (b) Manpower strength; (c) Details of owner/proprietor; (s), management of company and (d) the requisite information duly filled in as per proforma at Annexure- I; • The Financial Bid should contain rates which are to be quoted on monthly basis as proforma at Annexure-II. This should also mention statutory taxes as applicable. • The technical bid should be accompanied with Earnest Money Deposit (EMD) of US\$100.00 • The Bidder is obliged to submit “Bid Securing Declaration’ in the format enclosed as Annexure-III along with the Technical Bid in lieu of EMD • The Tenderer shall submit documentary evidence in respect of their financial and technical capabilities and also of their experience in execution of similar nature of work. • The tenderer can submit only one tender. A Tenderer who submits or participates more than one tender will be disqualified. • The Agency/procuring entity reserves the right to accept or reject any or all the Tenders without assigning any reasons whatsoever, • If the Tenderer submit any false-incorrect or forged certificates, his tender will be summarily rejected, and Tender security may be forfeited. • Site can be inspected on any working day prior appointment (404 549 8778/404-549-8755) before 13th October 2020
13	Scope of work	<p>Following is a list of work to be carried out by the service provider.</p> <p>a. Watering of the garden- To manually water all landscape areas as often to ensure that grass, plants, and trees do not dry out and to monitor automatic watering/sprinkler system when in use.</p> <p>b. Clearing dry and fallen leaves from the ground including areas surrounding Chancery and Residence</p>

as needed to keep both properties tidy.

c. Cutting and picking up of dead branches from trees/plants and ground should be done on regular bases to maintain all gardens and green areas.

d. Procuring and spraying weedicide, insecticide, and pesticide on plants to maintain proper lawn and flower beds.

e. Mowing of lawn at CGI Chancery and Residence to maintain proper lawn height at all times.

f. Lawn will be treated six times a year along with lime once a year (Lawn Care).

g. Aeration and re-seeding of lawns to be done as needed.

h. Trimming of overgrown shrubs regularly to make it look tidy at all times.

i. Pruning of branches off low trees and shrubs for pedestrian and vehicular safety as needed.

j. Forking or loosening compacted soil to promote plant growth as needed.

k. Applying fertilizer to plants, shrubs and trees as needed to promote proper growth.

l. Cutting overgrown tree branches and cutting damaged trees as needed to maintain safety on both the premises.

m. Cleanup of debris and clearing of damaged and fallen trees after a storm or other natural disaster.

n. Preventive maintenance of all green areas as needed.

o. Replacement of plants, topping up of soil, provision of fresh plants.

p. Planting of plants/trees and growing grass as per the requirement of Chancery and Residence. Contractor needs to provide best options and thematic design for the landscaping and patterns of plants to be

		<p>planted according to the seasons.</p> <p>q. Preparing flower beds and planting of seasonal flowers and plants at Chancery and Residence.</p> <p>r. Blow off all hard surfaces and edges all planting beds as appropriate.</p> <p>s. All leaves, twigs and other debris will be collected and disposed of the property that also includes major leaf removal as and when required.</p> <p>t. Flowerbed design, installation and Pine straw & mulching will be done as needed.</p> <p>u. Maintaining of indoor plants.</p>
14	Procurement of Materials	Fertilizers, plants, manure, seeds, flowers, flowerpots, etc. can be purchased as and when required by the Consulate on need basis and bill can be produced for payment.
15	Validity of Bids	The contract, if awarded, shall be valid for a period of TWO YEARS (02 years). The contract may be extended for further 01 year [maximum tenure 03 years from the date of start of initial work] as per the contract signed on same terms and conditions and same rates, subject to satisfactory services provided by the vendor. 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, with one month or shorter notice period, forthwith in addition to forfeiting the performance security amount deposited by the Contractor and initiating administrative actions for blacklisting, etc. solely at the discretion of the competent authority in Consulate
16	Check List	Annexure V
17	Agreement	Annexure VI

The tendering authority reserves the right to accept any tender no necessarily the lowest, reject any tender without assigning any reasons and accept tender for all or anyone more the articles for which the Service Provider has submitted the bid on 13.10.2020 (1700 hrs.).

Any bid received by the tendering authority after the deadline for submission of bids i.e. 13th October 2020 will be rejected and will not be considered and will be returned unopened to the service provider.

Technical Bid

To

Consul (Head of Chancery)
Consulate General of India
Atlanta

Dear Sir/Madam,

I/We, Representative(s) of M/s..... solemnly
declare that:

1. I/We are submitting tender for the hiring of Gardening Agency against Tender Notice No.ATL/872/1/2019 dated 21.9.2020
2. Myself or my parents do not have any relative working in the office of Consulate General of India, Atlanta.
3. All information furnished by me/us in respect of fulfillment of eligibility criteria and other information given in this tender is complete, correct and true.
4. All documents/credentials submitted along with this tender are genuine, authentic, true and valid.
5. The price-bid submitted by me/us is "WITHOUT ANY CONDITION".
6. I/We have not been banned/de-listed by any Government or Quasi Government agencies or PSUs.
7. If any information or document submitted is found to be false/incorrect, Consulate 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.
8. All the terms and conditions of the tender are acceptable to us.

Yours sincerely

(Signature of Tenderer)

Financial Bid
(In the letter head of the company)

Sl. No.	Rates For	No. of Hours	Amount (\$)	Remarks
1.	Number of hours required to maintain garden of area does not exceed ½ of an acre in a week.			
2.	Hourly charges			
3.	Number of hours required to maintain garden of area ranges from ½ of an acre to 1 acre in a week.			
4.	Hourly charges			
Total				

Signature (Authorized Signatory)
Designation:

**No. ATL/872/1/2019
Consulate General of India
Atlanta

GARDENING SERVICES OF CONSULATE GENERAL OF INDIA, ATLANTA

(This may be submitted by the bidder in lieu of EMD)

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 bid document from being eligible to submit Bids for contracts with the Government of India.

Date:
Name:

Place:
Signature:

CHECK LIST

Sl. No	PARTICULARS	YES/NO
1.	Have you filled and submitted all forms (i) Technical bid, (ii) Financial bid, (iii) EMD or Bid Securing Declaration?	
2.	Have you read and understood various conditions of the Contract and shall abide by them?	
TECHNICAL BID		
3.	Have you enclosed the Cashier's Check for US \$100 as EMD/Bid Security Declaration	
4.	Legal Valid Entity: Have you attached the certificate issued by competent authority?	
5.	Tax Registration Certificate	
6.	Have you submitted the proof of authorization to sign on behalf of the bidder in the Technical Bid?	
7.	Have your Technical Bid been prepared as per the requirements of the Tender?	
FINANCIAL BID		
8.	Have your Financial Bid proposal duly filled in as per instructions?	
9.	Have you provided cost breakups for components in the Financial Bid?	
10.	Have you done site visit/briefing?	

Note: The above must be filled, signed, and submitted along with the bid.

Signature of the authorized signatory of the Bidder
with seal of the firm/company

Name: _____

Cell No. _____

Date: _____

Contract Agreement

THIS AGREEMENT is made on between Consulate General of India, Atlanta (here in after referred to as "Client" which expression unless excluded or repugnant to the context be deemed to include his successor and assigns), and whose principle place of office is at 5549 Glenridge Drive NE, Atlanta, GA. 30342 of the One part,

M/s..... having its registered office at (here in after referred to as "Contractor" which expression unless excluded or repugnant to the context be deemed to include his successor, heirs, executors, administrators, representatives and assigns) of the other part for providing gardening services to the Client.

NOW THIS AGREEMENT WITNESS as follow:

WHEREAS the client invited bids through open tender, vide Notice Inviting Tender dated 21st September 2020 for providing Gardening services at the Consulate General of India, Atlanta Tender No. ATL/Adm/872/1/2019 dated 21st September 2020;

AND WHEREAS the Contractor submitted his bid in accordance with the procedure mentioned along with the bid documents and represented there in that it fulfills all the requirements and has resources and competence to provide the requisite services to the client;

AND WHEREAS the Client has selected M/s..... as the successful bidder ("the Contractor") pursuant to the bidding process and negotiation of contract prices, awarded the Letter of Acceptance (LoA) No....., to the Contractor on for a total hourly rate of[US \$..... Only] for providing gardening services at Consulate General of India, Atlanta and US \$..... [US \$..... Only] for providing gardening services at the residence of Consul General.

AND WHEREAS the Client desires that the gardening services (as defined in the Bidding Document) be provided, performed, executed, and completed by the Contractor, and wishes to appoint the Contractor for carrying out such services.

AND WHEREAS the Contractor acknowledges that the Client shall enter into contracts with other contractors / parties for the gardening services of its premises in case the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard,

AND WHEREAS the terms and conditions of this Contract have been fully negotiated between the Clients and the Contractor as parties of competent capacity and equal standing.

AND WHEREAS the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing gardening services in the Client's premises, failing which the Contractor is liable to be terminated at any time, without assigning any reasons by the Client.

AND WHEREAS the Contractor shall be responsible for payment of all taxes.

AND WHEREAS the Client and Contractor agree as follows:

In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract Documents referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement. (This Agreement shall prevail over all other Contract Documents):

- The Letter of Acceptance (LoA) issued by the Client;
- Notice to Proceed (NTP) issued by the Client;
- The complete Bid, as submitted by the Contractor;
- The Addenda, if any issued by the Client;
- Any other documents forming part of this Contract Agreement till date;
- Charges- Schedule annexed to this Agreement;
- Supplementary Agreements executed from time to time.
- Any changes / modifications / amendments required to be incorporated in the Contract Agreement to a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form a part of this Contract Agreement.

IN WITNESS WHEREOF the parties here to have caused this Agreement to be executed on the day, month and year indicated above.

Signed on behalf of the Contractor
(Authorized Signatory)

Signed on Behalf of
Consulate General of India
(Authorized Signatory)

Seal:

Seal: