

**HIGH COMMISSION OF INDIA  
LONDON**

**[www.hcilondon.gov.in](http://www.hcilondon.gov.in)**

**Date: 18.07.2023**

**Tender for Garden Maintenance Services at Sun House, 9 Frognal Way,  
London. Post code: NW3 6XE**

**Tender No.: LON/P&M/SH/872/02/2023  
Last date for submission of bids: 18.08.2023**

**No. LON/P&M/SH/872/02/2023  
High Commission of India, London  
P&M Wing**

July 18, 2023

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## NOTICE INVITING TENDER

The High Commission of India London, for and behalf of the President of India invites Lumpsum Fixed Price Tender under two bid system {(i) Technical Bid & (ii) Financial Bid} from registered and authorized firms for providing Gardening services at Sun House, 9 Froggnal Way, London, NW3 6XE.

2. The Tender Documents can be downloaded from the website <https://www.hcilondon.gov.in>.

3. The last date of submission of sealed bids through post/courier or delivery by hand at reception of the High Commission of India, London is 1700 hrs on 18.08.2023. It is to be addressed to **Attache (P&M), High Commission of India, India House, Aldwych, London, WC2 B4NA**. All the necessary documents including those in support of eligibility criteria etc. are to be submitted in three sealed envelopes (Envelope 'A': Bid Security Declaration or Earnest Money Deposit (EMD) as per Annexure I, Envelope 'B': Tender Documents (Technical Bid), Envelope 'C': Financial Bid). These three envelopes are to be put in another sealed envelope superscribed with "**Garden Maintenance Services at Sun House, 9 Froggnal Way, London, NW3 6XE**".

4. Only for information or clarification related to this tender, please write to [atpnm.london@mea.gov.in](mailto:atpnm.london@mea.gov.in) and [property.london@mea.gov.in](mailto:property.london@mea.gov.in).

**NOTE:** Bids submitted through e-mail shall not be considered.

5. The critical dates of this tender are as under:

### CRITICAL DATES & SCHEDULES

(i)	Date of publishing tender	18.07.2023
(ii)	Bid Submission start date	18.07.2023
(iii)	Bid Submission End Date	18.08.2023
(iv)	Date of opening of Technical Bid	21.08.2023
(v)	Venue for opening bids	India House, High Commission of India, London, WC2 B4NA

Sd/-  
(Harish Kumar)  
Second Secretary (P&M)  
E-mail: [counspt.london@mea.gov.in](mailto:counspt.london@mea.gov.in)

**No. LON/P&M/SH/872/02/2023**  
**High Commission of India, London**

**Section-1: INSTRUCTIONS TO THE BIDDERS**

**1. GENERAL INSTRUCTIONS**

- 1.1 For the Bidding/Tender Document Purposes, the High Commission of India, London shall be referred to as 'Client'. 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, London.
- 1.2 The bidding company may be a Limited / Private Limited/ Company registered under the relevant Acts. Bidding in the form of JV Consortium is not permitted.
- 1.3 All Bidders are hereby explicitly informed that bids not meeting the minimum eligibility criteria or any other requirements stipulated in the Tender Documents are liable to be rejected. 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 of India, London shall be final and binding.
- 1.4 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.
- 1.5 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. Absence of bidder or their representative shall not impair the legality of the opening procedures.

**2. MINIMUM ELIGIBILITY CRITERIA:** The following shall be the minimum eligibility criteria for selection of bidders at Technical Bid stage of the bidding process: -

- (a) The Bidder/Bidding Firm shall necessarily be a legally valid entity with a certificate of incorporation mentioning nature of business as Landscaping/Horticulture/Gardening work (Attach proof with the bid).
- (b) The firm must have valid VAT number (Attach proof with the bid) with registration in the United Kingdom.
- (c) The firm must have experience of at least 3 years in gardening and landscaping. In this regard, documents in support of being in operation for the past 3 years, experience for the assignment, references from the previous clients, etc. should be submitted by the firm.

- (d) The bidders must have a minimum annual turnover of £ 100,000 for the last financial year and audited financial statement must be submitted in support of the same.
- (e) The firm should submit a detailed company profile.
- (f) The company should certify that it has adequate liability coverage and insurance for its workers.

3. **VALIDITY OF BIDS:** Bids shall remain valid and open for acceptance for a period of 180 days from the last date of submission of Bids.

4. **PREPARATION OF BIDS**

4.1 The Bidding Firms have to submit the Tenders in two bid system {i.e (i) Technical Bid—as per Annexure II, and (ii) Financial Bid—as per Annexure III} in the prescribed proforma.

4.2 **Earnest Money Deposit (EMD) or Bid Securing Declaration:** Earnest Money Deposit in the form of Banker’s Draft for an amount of 3% of the tendered contract value having six months validity drawn in favor of High Commission of India, London A should be submitted. In lieu of EMD, a Bid Securing Declaration as per Annexure I may also be submitted.

5. **SUBMISSION OF BIDS**

5.1 Tenders are to be submitted in sealed envelopes to **Attache (P&M), High Commission of India, India House, Aldwych, London, WC2 B4NA** by 1700 hours on 18.08.2023. 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 three sealed envelopes with headings as described below:**

<b>ENVELOPE 'A'</b>	<b>Earnest Money Deposit (EMD) or Bid Security Declaration as per Annexure I</b>
<b>ENVELOPE 'B'</b>	<b>Technical Bid—Annexure II</b>
<b>ENVELOPE 'C'</b>	<b>Financial Bid—Annexure III</b>

The above three envelopes should be put in **another sealed envelope with "Garden Maintenance Services at Sun House, 9 Frogna Way, London, NW3 6XE"** written on top.

6. **VALIDITY OF CONTRACT:** The contract shall be valid for a period of ONE YEAR (01 year) and may be extended annually on year to year basis, for further period of

two years (maximum tenure 03 years from the date of award of work initially) as per the contract signed on same terms and conditions and rates.

## 7 **PAYMENTS:**

- 7.1 Payments shall be made in GBP through bank transfer on a monthly basis for the services rendered. 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.
- 7.2 At the completion of work, the Firm shall provide job completion certificate, certified by the resident alongwith invoice in order to process the payment on monthly basis.

## 8 **TERMINATION OF CONTRACT:**

- 8.1 High Commission of India reserves its right to terminate the contract at any time, if the services rendered are not found satisfactory or for any other reason by giving a notice of one month to the service provider.
- 8.2 In the event of any termination of contract by the High Commission of India under this Article, no payment shall be due from the High Commission to the Service Provider except for the services satisfactorily provided in conformity with the terms of this contract.

## 9 **OTHER TERMS & CONDITIONS:**

- 9.1 Bidders shall be deemed to have read carefully all the Tender Document specifications, etc and visited the site.
- 9.2 Bidders are requested to quote a lumpsum fixed price (Exclusive of VAT) for all the costs and charges. Payment shall be made on the basis of equal monthly amount.
- 9.2 Any time before the deadline for submission of bids, High Commission of India, London reserves the right to modify this tender document.
- 9.3 Price escalation in rates due to any reason shall not be applicable.
- 9.4 In case of any ambiguity/dispute in the interpretation of any of the clauses in this document, interpretation of the High Commission of India, London shall be final and binding on all parties.
- 9.5 The successful bidder, on award of contract, must send the contract/acceptance in writing, within 15 days of award of contract; else the contract shall be awarded to the next successful bidder.

- 9.6 In case the company is adjudged bankrupt or insolvent or liquidated or a receiver is appointed on account of insolvency, the contract shall be terminated immediately upon receipt of such information.
- 9.7 Indemnification Clause: The Firm shall be fully responsible for all acts of omission or negligence, dishonesty or misconduct of its employees for work at Mission's premises. The Firm would indemnify High Commission of India 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 would not be liable to pay any damages or compensation to such gardeners/workers or to any third party which is due to the actions of the employees of the Firm while working on Mission's premises.
- 9.8 Force Majeure: If the performance of this contract or any obligations hereunder is prevented, restricted or interfered with by reason of earthquake, fire, flood or other casualty or due to strikes, riot, storms, explosions, acts of God, war, terrorism or a similar occurrence or condition beyond the reasonable control of the Parties, the Party so affected shall, upon giving prompt notice to the other Parties, be excused from such performance during such prevention, restriction or interference and any failure or delay resulting therefrom shall not be considered a breach of this Agreement.
- 9.9 Arbitration: If any dispute, difference or question at any time arises between the High Commission of India, London and the Firm in respect of the contract signed which cannot be settled mutually or in case of termination, it shall be referred to arbitration. The arbitration proceedings will be conducted in accordance with and be subject to the UNCITRAL (United Nations Commission on International Trade Laws) Arbitration Rules, as amended from time to time and the decision of the arbitrators as mentioned above shall be final and binding on the parties. The arbitration will have its sittings in High Commission of India, London.
- 9.10 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 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.
- 9.11 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.

- 9.12 The Firm would be responsible for its workers in terms of their antecedents, conduct, behavior, performance, payment of wages to its workers, social security (As per local United Kingdom laws), insurance, medical facilities, etc. The winning bidder would be required to dedicate one manager who can be contacted for all the queries/requirement in connection with the work awarded.



**Section-2: Scope of Work**

12. LAWN CARE: Upkeep of gardens (front and back). The measurement of the garden is approximately 800 square metres. Scope of work includes visiting the garden once in a week for the following:-
  - 12.1 Lawn Mowing: Once in a week to keep the grass growth consistent and maintain suitable length throughout the year
  - 12.2 Plants & Flowers: Planting and maintaining of seasonal flowers. Replacement and safely disposal of dead flowers and bushes.
  - 12.3 Fertilizer: Spraying fertilizer against disease (by using bio-pesticides) with included materials at company's cost. Fertilizer shall be used in Spring, Autumn and at other required stage.
  - 12.4 Weed Control: As and when necessary by spraying a herbicide on need basis.
  - 12.5 Sweeping of all the pedestrian paths by broom or mechanical blower during every visit made to the garden.
  - 12.6 Clearing of fallen leaves/dead leaves at each visit. Cleaning of snow if found during regular visits.
  - 12.7 Ivy/Creeping/Climbing Foliage: Where being retained, such plants to be well-trimmed and their growth not allowed to interfere with windows, doors, pathways/walkways, access/exit points.
  - 12.8 Trimming, manual watering, de-weeding of all areas including hedges, flower beds and plants.
  - 12.9 All the materials/consumables (like manures) in the garden, flower pots, tools and other items needed on the property shall be provided by the firm for gardening work at its own cost.
  - 12.10 All the trimmed grasses, plants, dead leave, etc should be disposed by the firm as per prevailing local norms.
  - 12.11 Maintaining high level of tidiness. Shifting of plants as requested by the resident.
  - 12.12 Supplying and planting of 50 perennial plants and 300 seasonal flowers twice a year.

**On Company's Letter Head  
(Containing full contact address, e-mail id and phone number)**

**Annexure I  
(To be given in a separate sealed envelope 'A')**

Sirs,

I/We (Company's name) \_\_\_\_\_  
offering garden maintenance services hereby provide Earnest Money Deposit of **GBP**\_\_\_\_  
vide Demand Draft/Pay Order no \_\_\_\_\_.

2. I/We fully understand that the EMD money shall be forfeited in case of any of the conditions mentioned in the tender is violated.

**'OR'**

**BID 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 Bid Documents, I/we shall be debarred for a period of two years from the date of award of work from submitting Bids for contracts with the Government of India/High Commission of India.

**Date:**

**Signature of the authorized signatory of the Tenderer  
with seal of the firm/company**

**On Company's Letter Head  
(Containing full contact address, e-mail id and phone number)**

**Annexure II  
(To be given in a separate sealed envelope 'B')**

**Section 4: Proforma for Submission of Technical Bid**

Sr. No.	CRITERIA	RESPONSE
1.	Name of the firm with full contact details	
2.	Detailed company profile	
3.	Certificate of incorporation	
4.	Valid VAT Registration copy	
5.	Company's licence or undertaking to carry out the garden maintenance work	
6.	Other Embassies or reputed organizations where your company has been providing services of similar nature	
7.	Company having operational experience for more than 3 years	
8.	Annual turnover of the company for the last financial year	
9.	Audited Financial Statement submitted	
10.	Does the company have adequate liability coverage and insurance for its workers	

**Date:**

**Signature of the authorized signatory of the Tenderer  
with seal of the firm/company**

**On Company's Letter Head**  
**(Containing full contact address, e-mail id and phone number)**

**Annexure-III**  
**(To be given in a separate sealed envelope 'C')**

**Section 5: Proforma for submission of Financial Bid**

Name of the firm:

Address for correspondence:

Contact Details:

Price Schedule (Excluding VAT)

<b>Sr. No.</b>	<b>Job/Item</b>	<b>Quantity</b>	<b>Cost (In GBP)</b>	<b>Quoted Price (In GBP)</b>
1.	Man-hour charges	(e.g.- Number of man hours needed)		
2.	Supplying of seasonal & perennial flowers, chemicals, etc. (as per scope of work)			
3.	Any other item			
	Total			

**NOTE:** 1.) Above quoted prices are complete in all respects as per technical specifications but exclusive of VAT, if any.

2.) Certified that the rates quoted for the above items are as per scope of work, specifications, terms & conditions mentioned in the tender document.

**Date:**

**Signature of the authorized signatory of the Tenderer  
with seal of the firm/company**