

Embassy of India  
Bamako

No. BAM/ADMN/867/1/11

22nd May, 2023

**TENDER NOTICE**

**Subject: Annual Maintenance Contract for hiring of garden maintenance services for the Chancery (Embassy) Premises and Embassy Residence.**

The Embassy of India, Bamako invites sealed tender from professional gardening services companies/firms based in Bamako under Annual Maintenance Contract for hiring of garden maintenance services at the Chancery Premises and the Embassy Residence at the following locations:

A) **Chancery Premises** : 101, Avenue de l'OUA, Badalabougou Est, B.P. No. 8008

B) **Embassy Residence**: Villa No. 12, Rue 14, Badalabougou East, Bamako

2. **Last date of submission of bids:** 22 June, 2023

**Tender Documents**

**A. Technical Bid Documents:**

- Annexure I : Instructions to bidders
- Annexure II : Scope of work
- Annexure III : Terms and Conditions of the contract
- Annexure IV : Technical Bid (Part-I)
- Annexure V : Technical Bid (Part-II)
- Annexure VII : Bid Security Declaration

**B. Financial Bid Documents:**

- Annexure VI : Financial Bid Proforma



(Kamal Verma)  
Asst. Attache

Email: admn.bamako@mea.gov.in

No. BAM/ADMN/867/1/11

Embassy of India

Bamako

### Instructions to Bidders (Annexure-I)

#### Subject: Annual Maintenance Contract for hiring of garden maintenance services for the Chancery (Embassy) Premises and Embassy Residence

Tenders are invited under two bid system viz. Technical Bid and Financial bid from professional gardening services companies/firms on the subject.

2. Tender document can be collected from Embassy of India, Bamako or downloaded from <https://www.embassyofindiabamako.gov.in/tenders/>
3. The tender should be submitted in two sealed envelopes as below:
  - a) The first sealed cover superscripted as "Technical Bid" should contain details of technical capabilities of the firm (with documentary evidence i.e. firm registration paper, experience with other offices/organizations (as per **Annexure-IV & V**).
  - b) The second envelope superscripted "Financial Bid" should contain rates only for Annual contract as per **Annexure-VI**.
  - c) Both sealed covers, along with Bid Security Declaration (**Annexure-VII**), should be placed in the main sealed envelope superscripted "Tender Notice for hiring of Local Security Guards (Gardeners) for the Chancery Premises and Embassy Residence" addressed to the **Administration, 101, Avenue de l'OUA, Badalabougou Est, B.P. No. 8008 and must reach on or before 2 November, 2022 by 1730 hrs.** Bids may be hand delivered or sent by courier/post at the aforementioned address so as to reach on or before the prescribed date and time. The Embassy will not be responsible for any postal delay.
4. The Embassy reserves the right to amend any of the terms and conditions contained in the tender document or reject or all bids without giving any notice of assigning any reason thereof. The decision of Embassy in this regard will be final and binding upon all the bidders.
5. Bidders are requested to go through the terms & condition of the contract (**Annexure-III**).
6. The important schedule and dates are given below:

S. No.	Key event	Dates
1.	Tender publish date	11 May, 2023
2.	Bid submission start date	12 May, 2023
3.	Bid submission end date	22 June, 2023 at 1730 hrs.
4.	Opening of technical bids	23 June, 2023 at 1500 hrs.

5..	Opening of financial bids	Date to be intimated later (only to technically qualified bidders)
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7. For any tender related enquiry/clarification/site visit, please contact the undersigned by email [adm.bamako@mea.gov.in](mailto:adm.bamako@mea.gov.in) or by phone at +223 20220813.
8. All bidders are requested to read and understand the terms and conditions of the contract before submitting their bids. No change or violation of aforementioned terms and conditions is permissible once the bid is accepted by the Embassy.



(Kamal Verma)  
Asst. Attache

Email: [adm.bamako@mea.gov.in](mailto:adm.bamako@mea.gov.in)

Scope of work

To provide gardening maintenance services at the Chancery Premises and the Embassy Residence as per details given below :

**The Area of Garden at Chancery: (Area: 2200 M2) and at Embassy Residence: (Area: 1700 M2)**

**Regular Monthly Maintenance of garden at Chancery and Embassy Residences:**

- I. Grass mowing, gardening, aerating, watering, fertilizing of all green areas;
- II. Supply/Replacement of plants whenever required at its own cost;
- III. Disposal of organic garbage;
- IV. Trimming, pruning, manual watering, fertilizing, de-seeding of all garden and green areas including hedges, flower beds, and plants and trees;
- V. Spraying against disease and pests (materials included at company's cost);
- VI. Replacement of dead flowers and bushes; planting of seasonal flowers;
- VII. Providing flower arrangements in Chancery (2x per week)
- VIII. Provision of materials/consumables in the garden, plants, simple garden pots, tools and other items used for the gardening work at its own cost;
- IX. Fumigation of the gardens at least once a week, and each time after raining
- X. Equipment: provide all the equipment like sprinkler, hose etc. for watering, lawn mower etc.
- XI. Saplings, manure, pesticides and other gardening material will be supplies by the company.
- XII. Provision of one gardener (having sound garden maintenance skills) as follows:  
Chancery: Three hours per day  
Embassy Residence: One hour per day

Terms and Conditions

1. At any time prior to the deadline of submission of bids, Embassy of India, Bamako, may for any reason, whether on its own initiative or in response to the clarification requested by a prospective bidder, modify the tender document.
2. In case of any ambiguity/dispute in the interpretation of any of the clauses in this tender document, Embassy of India, Bamako's interpretation of the clauses shall be final and binding on all parties.
3. The successful bidder, on award of contract, must send the contract/acceptance in writing within 7 days of award of contract; otherwise, the contract may be awarded to the next successful bidder i.e. L-2.
4. No request for revision/increase of approved rates during the currency of the contract will be entertained.
5. The gardening staff should be physically and mentally fit and should be able to perform normal gardening work.
6. The company shall be responsible for the conduct/integrity of persons deputed for gardening works at the premises and will also be responsible for any act of omissions or commissions on their part. The company shall vouch for their character and integrity and shall ensure that no person of doubtful antecedents, in any way, as associated with the gardening work at the Chancery's premises. The company should provide details of gardening staff to be engaged by the company for gardening work in the Chancery.
7. Gardening staff should be well trained and should be able to understand and communicate in French and English, and should be capable of communicating with Chancery staff.
8. Gardening staff should be properly uniformed and should appear neat and tidy. The company shall supply fresh sets of uniforms/badges, identity cards, shoes to all personnel who shall wear the same while on work and also keep their uniform neat and clean. If any employee is found without uniform a penalty @ CFA 30,000/- per person per day shall be recovered from company's bill.
9. The company shall not pay wages which are lower than minimum wages fixed by the local authorities. Payment of other admissible benefits, if any, like bonus, leave etc. to the employees deputed at the Chancery shall solely be the liability of the bidding company and not that of the Embassy. The company should agree to allow review of pay slips/banks statements of gardening staff to cross-check the claim. Medical facility/health insurance for the gardening staff will be sole responsibility of the company.
10. The bid will remain valid for a period of 180 days from date of opening of the bids.
11. The contract will be valid for a period **Two year** from the date of acceptance by the Embassy of India, Bamako and it could be extended for one more year on same terms and conditions, subject to satisfactory services by the Company.
12. The bills for the services for a month must be prepared on the basis of approved rates and submitted to the Chancery by the 10th of the succeeding month for effecting payment. The payment will be made within 10 working days after receipt of invoice from the company and satisfactory completion of job.
13. The company shall arrange for suitable reserve personnel in lieu of weekly off or leave period of the regular gardening staff. No separate payment shall be made for such arrangements.
14. The Company must be registered under the relevant laws of the Malian Government and should have all applicable/appropriate licenses in its name, compliance with relevant law and regulations of Malian

- Government including labour law will be the sole responsibility of the company. They shall comply with all the requirements of taxes, fee and other statutory payment as are required by the concerned Malian authorities.
15. Medical facility/health insurance/social security/transport for the gardening staff will be sole responsibility of the company. The Embassy will have no responsibility, whatsoever, in this regard
  16. The company shall at all-time follow the lawful instructions as given by the Embassy of India, Bamako or its authorized representatives with regard to functioning of the gardening staff.
  17. The company is prohibited from subletting/outsourcing the job to any other agency.
  18. The company is liable for penalty, as deemed fit by the Embassy of India, Bamako, in case it fails to provide desired service, or for breaches of the contract, or for loss or damage, if any, to property or anyone etc. due to unsuitable/harmful gardening materials or due to the negligence on the part of the workers of the service provider firm and to be compensated accordingly. A penalty @ CFA 30,000/- per day shall be levied in case toilets are not cleaned.
  19. The company will use its own gardening materials. Bids should include the cost of all required material (like gardening tools & equipment, pots, seeds, fertilizers, service/garbage bags, trolleys, etc.). A list of gardening material proposed to be supplied for one month may also be provided with the bid.
  20. The company is hereby clearly informed that fulfilment of conditions, as mentioned in Technical bid, is mandatory and these are our critical minimum requirement and any inability to meet any or all of these would make them liable for rejection at the technical bid opening stage.
  21. The Embassy of India reserves the right to accept/reject any gardening staff deployed by the company. As far as possible, the company shall not frequently change the personnel deployed on cleanliness etc. A penalty @ CFA 30,000/- on each occasion for each person shall be recovered from the company's bill, if any worker is found missing/absent. An attendance sheet will be signed by workers daily. The contractor has to arrange attendance register for his staff, which will also be checked and signed by an officer designated by this Embassy. Attested copy of this shall be submitted along with monthly bill.
  22. The Embassy reserves the right to terminate the contract at any time by giving one month's advance notice. In case of deficiencies in the quality of services or for any violation of the provisions in the contract, or under exceptional circumstances as determined by the Embassy, the Embassy reserves the right to terminate the contract without notice. The Service Provider may terminate the contract by giving three months advance notice with justification for termination of services.
  23. The Bidder must sign and affix his seal on every page of the Tender Document and submit the complete Signed Tender Document.
  24. If any information or document submitted is found to be false/incorrect, The Embassy may cancel the Tender and can take any action as deemed fit including termination of the contract etc.
  25. The estimated cost of the AMC for one year is CFA 2000000. The bidders are requested to submit an EMD (Earnest Money deposit) of CFA 40000/- (2% of the estimated cost of AMC) as bid security in the form of Account Payee demand draft, Fixed deposit Receipt, banker's cheque or Bank Guarantee from any of the commercial banks or payment online in acceptable form. The EMD of bidders will be refunded after the finalization of the tender contract.
  26. The successful bidder has to submit within 15 days of acceptance of work Performance guarantee for 3% of the tendered value of work.
  27. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

28. If a bidder quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.

30. After successful bidding, The following provision would be applicable in respect of settlement of disputes:

(a) If any dispute of any kind whatsoever shall arise between the Parties (i.e., the Embassy of India and the Contractor) in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination of the Contract - whether before or after the termination, abandonment or breach of the Contract - the Parties shall seek to resolve any such dispute or difference by Mutual consultation, failing which, through third part arbitration.

(b) During the pendency of Mutual Consultation, Conciliation or Arbitration, both the parties shall continue to perform their Contractual obligations in so far as practicable.

Signature of bidder \_\_\_\_\_

Stamp of bidder/Company \_\_\_\_\_

**Annexure-IV (To be submitted as part of Technical Bid)**

**QUALITY PARAMETERS\* FOR GARDENERS TO BE PROVIDED AT  
CHANCERY PREMISES AND EMBASSY RESIDENCE**

The bidder is required to write 'Yes' or 'No' in the column REMARKS. In case of partial fulfilment, the bidder requires to mention which conditions cannot be fulfilled.

S. No.	Item/ Description	REMARKS
1.	Gardeners should not be more than age of 55.	
2.	Gardeners should be physically and mentally fit. The company should submit Medical Fitness Certificate in respect of every gardener from an Authorized Hospital/Medical practitioner.	
3.	Gardeners should be thoroughly proficient and trained in handling of .. gardening work	
4.	Gardeners should be proficient in local language and possess minimum English Language Skills to communicate with the Mission's officials.	
5.	Gardeners should perform duties in smart uniform and their overall appearance should be neat and clean .	

\*These parameters are Embassy's critical minimum requirement and any inability to meet any or all of these would make the service provider liable for rejection at the technical bid stage only.

**Declaration**

I hereby certify that the information furnished above is full and correct to the best of my knowledge.

**(Signature of the authorized signatory)**

**Dated** \_\_\_\_\_

**Name and address of the Agency/Company** \_\_\_\_\_

**Seal of the firm**



**Annexure-V (To be submitted as part of Technical Bid)**

**QUALITY PARAMETERS FOR SERVICE PROVIDER COMPANIES**

In case of partial fulfilment, the bidder is required to mention which conditions cannot be fulfilled.

s. No.	Item/ Description	Response*
1.	Provide the list of other clients (for example other Embassies, International Organizations etc.) to whom the company is serving in Mali as well as in other countries, if any.	
2.	Submit a brief of past experience, service history and achievements of the company.	
3.	Submit evidence of registration of the company under relevant statutory regulations such as labour laws etc.	
4.	Any other services other than manpower -services provided to the clients should be enumerated.	
5.	Attrition rate of gardeners and supervisors (the average period for which a gardener remains with the company.	
6.	Industry certification obtained by the provider for its quality from the specialized gardening certification bodies.	
7.	Scope and limit of liability of the company in terms of compensation for its gardener failures in monetary terms.	
8.	Provide the information on take home pay and other allowances of the gardeners. (in CFA, Monthly figures).	

\* Responses shall be filled in the given column and relevant documents shall be enclosed with the technical bid.

**Declaration**

I hereby certify that the information furnished above is full and correct to the best of my knowledge.

**(Signature of the authorized signatory)**

**Date:** \_\_\_\_\_

**Name and address of the Agency/Company:** \_\_\_\_\_

**Seal of the firm:**

**FINANCIAL BID**

PROFORMA TO BE FILLED UP AND SUBMITTED IN THE BID (IN ENGLISH)

1.	Name of the Bidding Agency/Company	
2.	Address of the Bidding Agency/Company	
3.	Contact details of the Bidding Agency/ Company	

Break-up of the total cost:

Sr. No.	Duty Point	No of man hours for garden maintenance	Price (monthly)	Total Amount (in CFA)
01	<b><u>Chancery:</u></b> 101, Avenue de l'OUA, Badalabougou Est, B.P. No. 8008	4		
02	<b>Embassy Residence:</b> Villa No. 12, Rue 14, Badalabougou East, Bamako			

\* Requirement for working days only.

**Total monthly amount for gardener: CFA. \_\_\_\_\_ (excl. VAT)**

**Declaration**

I hereby certify that the information furnished above is full and correct to the best of my knowledge. The quoted unit price (monthly) includes all mandatory contribution such as social security contribution etc. as per the extant provision of the Government of the Mali.

**(Signature of the authorized signatory) Dated**

\_\_\_\_\_

**Name and address of the Agency/Company \_\_\_\_\_**

**Seal of the firm**

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**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 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:

Place:

Name:

Signature: