Tender for Annual Maintenance Contract for

Garden Maintenance services at Embassy of India, Kuwait

TENDER NO. KUW/ADMN/872/5/2018
Dated: 17.09.2026

Last date for submission of bid:12.10.2026_

EMBASSY OF INDIA
DIPLOMATIC ENCLAVE, ARABIAN GULF STREET,
SAFAT 13015, KUWAIT

No.KUW/ADMN/872/5/2018
Embassy of India, Kuwait

NOTICE INVITING TENDER

The Embassy of India, Kuwait invites Tender under two bid system from registered and authorized firms/agencies for providing Garden Maintenance services at the Embassy of India, Kuwait, located at Diplomatic Enclave, Arabian Gulf Street, Safat–13015, Kuwait as per details given in the tender documents.

2. The interested firms/service agencies should submit the bids in two separate sealed covers, superscribed as "Technical Bid" and "Financial Bid". Both sealed covers should be put in a separate single envelope superscribed as "Tender No. KUW/ADMN/872/5/2018 for AMC for Garden Maintenance services at Embassy of India, Kuwait" and addressed to **"Head of Chancery, Embassy of India, Kuwait, Diplomatic Enclave, Arabian Gulf Street Safat–13015, Kuwait"**. Please note that tender document will not be accepted after the expiry of stipulated date and time for the **purpose 12th October, 2026 at 1430 hours (tentative) under any circumstances.**

3. The Earnest Money Deposit (EMD) of **KD 150/-** (Kuwaiti Dinar One Hundred Fifty only) in the form of Account Payee Demand Draft/Pay Order drawn in favour of "Embassy of India, Kuwait" is required to be submitted along with tender bids. The EMD shall remain valid for a period of three (3) months from the last date precribed for submission of bids.

4. The Technical Bids will be opened on **15th October, 2026 at 1430 hours (tentative)** by a Committee authorized by the Competent Authority of the Embassy of India, Kuwait. The financial bids of only those bidders, whose Technical Bids are found responsive, shall be opened by the Committee authorized for the purpose. The pre-bid site visit may be undertaken during Embassy working hours on any working day on prior appointment basis to assess the job requirement / quantum of work involved. For any queries, regarding the Tender may be obtained from:

Mr. Santosh Kumar
Attaché (Administration & DDO)
Embassy of India, Kuwait
Email: admnkuwait@mea.gov.in

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

6. The Competent Authority reserves the right to reject any or all the bids or cancel the tender, without assigning any reason and the decision of the competent authority of Embassy of India, Kuwait shall be final and binding.

(Manas Raj Patel)
Head of Chancery
Embassy of India, Kuwait

LETTER OF BID

Dated: _____

To,

The Head of Chancery
Embassy of India, Kuwait
Diplomatic Enclave, Arabian Gulf Street
Safat–13015, Kuwait

Ref: Invitation for Bid No. KUW/ADMN/872/5/2018 dated 17.09.2026 .

We, the undersigned, declare that:

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

2. We offer to execute in conformity with the Bidding Documents for AMC for Garden Maintenance services at Embassy of India, Kuwait .

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. If our bid is accepted, we commit to submit a Performance Security Deposit in accordance with the Bidding Documents.

5. We also declare that the Government of India or any other Government body has not declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.

6. 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,
Authorized Signatory

(Authorized 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

Events	Date
Notice Inviting Tender	17.09.2026
Starting date of Tender submission	17.09.2026
Site visit	17.09.2026-12.10.2026 (On working days (Sunday- Thursday) between 0800hrs to 1630 hrs)
Pre-bid meeting	Working hours on any working day on prior appointment basis
Last date of Tender Submission	12.10.2026, 1430 Hrs
Opening of Technical Bids	15.10.2026, 1430 Hrs
Opening of Financial Bids (of only those who qualify in the minimum eligibility criteria)	Will be intimated later

1. GENERAL INSTRUCTIONS

1.1 For the Bidding / Tender Document Purposes, the Embassy of India, Kuwait shall be referred to as 'Client' and the Bidder/Successful Bidder shall be referred to 'Contractor and / or Bidder or interchangeably.

1.2 The tender document can be downloaded from the websites of http://www.eprocure.gov.in, https://www.indembkwt.gov.in from 17.09.2026 onwards. The last date of submission of bids is 12.10.2026.

1.3 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. Any Clarification can be sought through email admnkuwait@mea.gov.in

1.4 The bidder shall submit the copy of the authorization letter / Power of Attorney as the proof of authorization for signing on behalf of the Bidder.

1.5 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied by EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are liable to be rejected.

1.6 The Parties to the Contract/Agreement shall be the successful bidder (to whom the work has been awarded) and the Client, **Embassy of India, Kuwait**.

1.7 For all purposes of the contract including arbitration thereunder, the address of the bidder mentioned in the bid shall be final unless the bidder notifies any change of address by a separate letter handed over personally/courier or by email to the **Embassy of India, Kuwait**. The bidder shall be solely responsible for the consequences of any mission or error to notify any change of address in the aforesaid manner.

1.8 The bidders are required to visit the site to assess the quantum of work involved before submitting the tender. Once the tender is submitted, it will be presumed that the bidder has seen and understood the complete work involved.

2. Scope of Work:

2.1. The Agency shall provide comprehensive garden and landscape maintenance services at the Embassy of India, Kuwait, including the Chancery, India House, Residential units, and any other premises under the administrative control of the Embassy, as directed by the Client from time to time.

2.2. Deployment of Manpower

i. The agency shall deploy gardener at the embassy complex consisting India House, Chancery and 9 Officers/Officials Residences for all days (Sunday to Saturday including Friday and Holidays)

- Four (4) man-hours pre day for maintenance of the garden area and maintenance of indoor and outdoor ornamental plants .

ii. The Embassy reserves the right to increase or decrease the manpower requirement depending upon operational requirements, seasonal variations, special events, VIP visits, or any other administrative necessity.

iii. All personnel deployed shall possess the qualifications, experience, approvals, licences, and valid Kuwaiti Civil IDs as required under the laws and regulations of the State of Kuwait and the Public Authority for Agriculture Affairs and Fish Resources (PAAAFR), wherever applicable.

iv. A qualified Landscape Supervisor shall periodically supervise the work and shall remain available on-call basis for guidance, inspections, and emergency requirements.

2.3. Maintenance of Gardens, Lawns and Plants

The Agency shall undertake complete maintenance of all landscaped areas, lawns, trees, shrubs, hedges, flower beds, ornamental plants, indoor plants, and potted plants located within and around the Embassy premises.

The scope of work shall include, but shall not be limited to, the following:

i. Routine watering of all plants, lawns, shrubs, hedges, flower beds, trees and potted plants at appropriate intervals. Two time watering are required from June to September every year.
ii. Regular pruning, trimming, shaping and maintenance of hedges, shrubs, ornamental plants and trees to maintain an attractive appearance.
iii. Lawn mowing, edging, aeration and levelling to ensure healthy growth and neat appearance.
iv. Removal of weeds, wild grass, creepers, unwanted vegetation and invasive plant growth.
v. Replacement of dead, diseased or damaged plants whenever directed by the Embassy.
vi. Maintenance of more than 400 indoor and outdoor plants, including cleaning of leaves, pruning, watering, repotting, staking and replacement of potting media whenever required. Pot should be provided with the approval of Embassy.

vii. Application of fertilizers, manure, compost, soil conditioners and micronutrients at appropriate intervals, with a minimum of two fertilizer applications annually, or more frequently as required to maintain healthy plant growth.
viii. Application of approved pesticides, insecticides, fungicides and herbicides as and when required, ensuring compliance with the environmental and safety regulations of Kuwait.
ix. Pest and disease identification, prevention and treatment to maintain healthy lawns and plants.
x. Collection, removal and disposal of fallen leaves, branches, grass clippings and all horticultural waste at locations designated by the Embassy and in accordance with local municipal regulations.
xi. Cleaning and maintenance of flower beds, planters, pots, decorative features and landscaped areas.
xii. Soil preparation, top dressing, mulching and replenishment of planting media wherever required.
xiii. Landscaping, beautification and seasonal improvement of gardens whenever directed by the Embassy.
xiv. Maintenance of gardens, lawns and landscaped areas located at:;
    a) India House;
    b) Residential Bungalows;
    c) Any other premises under the control of the Embassy.
xv. Maintenance of all horticultural tools, implements and equipment supplied by the Agency.
xvi. Prompt attendance to any emergency requirement arising due to storms, heavy rain, pest infestation, water leakage, fallen branches or any other unforeseen situation affecting the gardens.
xvii. Any other horticulture, landscaping or garden maintenance work assigned by the Embassy from time to time.

2.4. Maintenance of Irrigation and Sprinkler System

The Agency shall ensure proper operation and preventive maintenance of the complete irrigation system installed at the Embassy premises.

The scope shall include:

i. Deployment of a qualified Irrigation/Sprinkler Technician, duly approved by the Public Authority for Agriculture Affairs and Fish Resources (PAAAFR), to inspect the irrigation system at least once every week and additionally whenever required.
ii. Inspection, testing and preventive maintenance of all sprinkler heads, valves, controllers, timers, pumps, drip irrigation lines, filters, emitters, nozzles and associated accessories.
iii. Cleaning and flushing of drip irrigation pipelines, filters, emitters and sprinkler heads to prevent clogging.
iv. Adjustment and calibration of sprinkler heads to ensure uniform water distribution.

v. Detection and rectification of leakages, blockages, damaged fittings and malfunctioning irrigation components.
vi. Replacement of minor consumables such as nozzles, washers, seals and connectors wherever necessary. Major replacement items shall be undertaken only after prior approval of the Embassy.
vii. Ensuring efficient water usage and avoiding unnecessary wastage of water.
viii. Immediate reporting of any major defect or system failure requiring extensive repairs or replacement.
ix. Maintaining records of inspections, preventive maintenance activities, repairs carried out and recommendations for improvement, and submitting such records to the Embassy whenever required.

2.5. General Responsibilities

i. All works shall be carried out in a professional, safe and environmentally responsible manner without causing inconvenience to Embassy staff, visitors or residents.
ii. The Agency shall ensure that no damage is caused to Embassy property while carrying out the work. Any damage attributable to the negligence or misconduct of the Agency's personnel shall be made good by the Agency at its own cost or recovered by the Embassy in accordance with the terms of the Contract.
iii The Agency shall maintain the gardens in a neat, healthy, aesthetically pleasing and presentable condition throughout the contract period.
iv. The Embassy reserves the right to inspect the quality of work at any time and issue instructions for improvement. Such instructions shall be complied with by the Agency immediately without any additional financial implication to the Embassy.

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3. MINIMUM ELIGIBILITY CRITERIA

1. Only those bidders who satisfy the following minimum eligibility criteria and submit all supporting documents shall be considered for evaluation of their Technical Bid. Failure to meet any of the following criteria or to furnish the prescribed documentary evidence shall render the bid liable to rejection.

   If documents are in Arabic, Certified english version along with Arabic version may be provided in the Technical Bid

Sl. No	Particulars	Minimum Eligibility Requirement	Supporting Documents
1	**Experience**	The bidder shall have a minimum of five (05) years' continuous experience in providing comprehensive garden, landscape and horticulture maintenance services to reputed organizations such as Diplomatic Missions, Embassies, Government Departments, Public Sector Undertakings, International Organizations, Hospitals, Hotels, Universities, Commercial Complexes or other reputed institutions.	Copies of work orders, contracts, completion certificates, performance certificates or ongoing service agreements issued by the respective clients.
2	**Company Registration**	The bidder shall be a legally registered company/firm engaged in horticulture, landscaping, agriculture, or garden maintenance services and shall possess all statutory registrations required under the laws of the State of Kuwait.	Valid Company Registration Certificate, Commercial Registration (CR), Trade Licence and other statutory registrations, as applicable.

3	**Approval from Competent Authority**	Wherever applicable, the bidder shall possess valid approval/licence from the Public Authority for Agriculture Affairs and Fish Resources (PAAAFR) or any other competent authority for carrying out horticulture and landscape maintenance works in Kuwait.	Copy of valid approval/licence/certificate.
4	**Financial Capability**	The bidder shall be financially sound and capable of executing the contract throughout its duration.	Audited financial statements or certified financial documents for the last three financial years, if available.
5	**Labour Law Compliance**	The bidder shall comply with all labour laws and regulations applicable in Kuwait and shall provide an undertaking that all deployed personnel shall be paid wages and statutory benefits not less than those prescribed by the Government of Kuwait.	Self-certified undertaking on the Company's letterhead.
6	**Manpower**	The bidder shall have adequate skilled and experienced manpower to execute the contract and shall deploy only trained gardeners, irrigation technicians and supervisors possessing valid Civil IDs and other statutory permissions.	Self-certified undertaking and NUMBERS of available manpower.
7	**Equipment and Machinery**	The bidder shall possess adequate gardening tools, machinery and equipment required for proper maintenance of lawns, trees, shrubs, flower beds, irrigation systems and landscaping works.	Self-certified declaration and list of equipment owned or under the bidder's control.
8	**Fertilisers and Chemicals**	The bidder shall use only fertilizers, pesticides, fungicides, herbicides and other horticultural chemicals approved by the competent authorities of the Government of Kuwait.	Self-certified undertaking.
9	**Child Labour**	The bidder shall employ only adult	Self-certified undertaking.

	Prohibition	personnel legally eligible to work under the laws of Kuwait. Employment of child labour or engagement of persons in violation of labour laws shall result in immediate termination of the contract, without prejudice to any other action available to the Embassy.	
10	**Blacklisting**	The bidder should not have been blacklisted, debarred or banned by any Government Department, Embassy, Public Sector Undertaking or statutory authority in India or abroad during the last five years.	Self-declaration on the Company's letterhead.
11	**Acceptance of Tender Conditions**	The bidder shall submit an unconditional acceptance of all terms and conditions contained in the Tender Document. Conditional bids shall be rejected.	Signed Tender Acceptance Letter.

4. EARNEST MONEY DEPOSIT

4.1 The Earnest Money Deposit of **KD 150/- [Kuwaiti Dinar Two Hundred Fifty only]** in the form of account Payee Demand Draft/Pay Order issued by any reputed Bank drawn in favour of "**Embassy of India, Kuwait**" has to be submitted along with the bid. The validity of the Demand Draft/Pay Order must be up to 180 days from the last date for submission of bids.

4.2 No request for transfer of any previous deposit of Earnest Money Deposit or Performance Security Deposit or adjustment against any pending bill held by the Client in respect of any previous work shall be entertained.

4.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the government or will render the bidder ineligible to submit bids for contracts with the **Embassy of India, Kuwait**.

4.4 The bids without Earnest Money Deposit will be summarily rejected.

4.5 No claim shall lie against the Client in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit i.e. no interest will be payable on EMD.

4.6 The bid security may be forfeited:

(i) If the bidder withdraws his bid during the period of validity of the bids specified by the bidder in the bid form; or

(ii) In case of successful bidder, if the bidder:

(a) fails to sign the contract in accordance with the terms of the tender document;
(b) fails to furnish required Performance Security Deposit in accordance with the terms of Tender Documents within the time frame specified by the client; or
(c) Fails or refuses to honour his own quoted prices for the services or part thereof.

5. VALIDITY OF BIDS

5.1 Bids shall remain valid and open for acceptance for a period of 180 days from the last date of submission of Bids.

5.2 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.

5.3 The client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

5.4 PRE-BID MEETING/SITE VISIT: Interested firms/service agencies may visit the site for visualization and better understanding of the quantum of work during Embassy working hours between 0800 hrs and 1630 hrs from Sun-Thu after fixing a prior appointment. The site address is Embassy of India, Kuwait Diplomatic Enclave, Arabian Gulf Street Safat–13015, Kuwait. The bidders may also submit their queries by email on the aforementioned email IDs which will also be discussed in the pre-bid meeting.

6 PREPARATION OF BIDS

6.1 **Language**: Bids and all accompanying documents shall be in **English** only. The technical as well as the financial bids should be submitted in two sets – one original and one copy.

6.2 **Technical Bid**: Technical Bid should be prepared as per the instructions given in the Tender Documents along with all required information, documents in support of the

minimum eligibility criteria. **All the documents comprising the Technical Bid shall be put in a separate sealed envelope superscribed as "Envelope A – Technical Bid"**. Documents comprising the Bid:

a. Technical Bid Submission Form duly signed and printed on Company's letterhead.

b. Contact Details Form, duly filled and signed & stamped**.**

c. All attested supporting documents in proof of having fully adhered to minimum eligibility criteria as referred in Section-3 above.

6.3 **Earnest Money Deposit**: Earnest Money Deposit ofKD **150/-** in the form of account payee Demand Draft or Pay Order to be submitted separately in a sealed envelope superscribed as **"Envelope B – Earnest Money Deposit"**.

6.4 **Financial Bid**: Bidder shall prepare the Financial Bid in the Price Schedule as provided in the Tender Document. Financial Bid shall be put in a separate sealed envelope superscribed as "**Envelope C- Financial Bid**".

7. SUBMISSION OF BIDS

7.1 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 Embassy of India, Kuwait. 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 whatsoever.

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

ENVELOPE 'A'	Technical bid
ENVELOPE 'B'	EMD (Demand Draft / Pay Order)
ENVELOPE 'C'	Financial Bid

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

8. BID OPENING PROCEDURE

8.1 The Technical Bids (Envelope A) shall be opened at Embassy of India, Kuwait in the presence of bidders or their representatives and the Tender Evaluation Committee constituted by the Competent Authority of the Embassy of India, Kuwait. After evaluation of Technical Bids, a list of qualified bidders will be prepared by the Embassy of India, Kuwait. The Financial bids (Envelope 'C') will be opened on a subsequent date, which will be intimated to the shortlisted bidders, by mail/phone.

8.2 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 Evaluation 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.

8.3 The Financial Bids of only those bidders, who qualify at Technical Bid stage, shall be opened by the Committee authorized for the purpose. Those bidders who qualify in the technical bid stage, will be intimated through mail/phone about the date for opening of the Financial Bids.

8.4 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.

8.5 A letter of authorization shall be submitted by the Bidder's representatives before opening of the Bids.

8.6 Absence of bidder or their representative shall not impair the legality of the opening procedures.

8.7 After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated to ensure that the bidder meets the minimum eligibility criteria as specified in the Tender Document.

9. CLARIFICATION ON TECHNICAL BID EVALUATION.

9.1 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.

9.2 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.

9.3 Client also reserves the right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder.

10. PERFORMANCE SECURITY (PS):

10.1 The successful bidder has to deposit Performance Security which will be 5% of the total contract value in favour of ‘Embassy of India, Kuwait' in form of Demand Draft / Pay Order/Bank Guarantee within fifteen days of the acceptance of the Letter of Award (LoA).

Performance Security should remain valid for a period of sixty (60) days beyond the date of completion of all contractual obligations of the service provider (SP). In case, the contract is further extended beyond the initial period, the Performance Security will have to be renewed accordingly by the SP. No interest shall be paid on Performance Security.

10.2 The Performance Security will be forfeited by order of the Competent Authority in Mission/ Post in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, portion of the Performance Security, as may be deemed fit by the Client sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of Contractor's bill has been received and examined.

10.3 If the Contractor fails to provide the Performance Security within fifteen days of the acceptance of LoA, such failure shall constitute a breach of the contract and the Client shall be free to make other arrangements at the risk, cost and expense of the Contractor.

10.4 On due performance and completion of the contract in all respects, the Performance Security will be returned to the SP without any interest on presentation of an absolute 'No Demand Certificate' from the SP and upon return in good condition of any specifications, samples or other property belonging to the client, which may have been issued to the SP, for carrying out work stipulated in the contract.

11. VALIDITY OF CONTRACT

The contract, if awarded, shall be valid for a period of ONE YEAR (01 year). The contract may be extended annually on year to year basis, for further 02 years [maximum tenure 03 years from the date of start of work initially] 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 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 Mission/ Post.

12. PAYMENTS

12.1 After award of work, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the SP towards the AMC.

12.2 The prices in the Price Schedule shall be inclusive of all applicable taxes as may be levied by the Government from time to time.

12.3 All payments shall be made in **Kuwaiti Dinar** by means of crossed cheques/ bank transfer.

12.4 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 Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor.

12.5 The payment to the workers in accordance to minimum wages prescribed by the local Government along with the statutory compliance Bonus is sole responsibility of the Contractor. In case of revision in minimum wages by the local Government, the same would be absorbed by the service provider. Claim for any escalation shall not be entertained by the Client.

12.6 **Price Revision**: No request for revision/ increase of approved rates during the currency of the contract will be entertained.

12.7 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.

13. Other Conditions, Force Majeure & Penalty Clause

13.1 The workers so provided should be on the roll of the Company.

13.2 The bidder must have satisfactory arrangements for training of its workers. Confirmation in this regard is to be given.

13.3 The bidder should submit precise profile of its key clients alongwith details of services provided.

13.4 If any gardener is absent on a given day, the company will provide a substitute for him otherwise proportionate deductions will be made from the monthly payment.

13.5 In case the Service Provider fails in adhering to the daily gardening requirements at Mission's/ Post's premises, and Client has to make alternative arrangements for daily gardening, then Service Provider would reimburse the cost of such arrangements.

13.6 Contractor would be fully responsible for all acts of omission or negligence, dishonesty or misconduct of its employees for work at Mission's/ Post's premises. Contractor would indemnify Client 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. Client would not be liable to pay any damages or compensation to such gardeners or to any third party.

13.7 In case of any complaint, either as regards the nature of service or as regards the behaviors of gardeners on duty or otherwise, Contractor would be intimated and would be required to take corrective measures promptly.

13.8 Client 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 Client in this regard shall be final and binding on all.

13.9 Client reserves its right to revoke the contract at any time, if the services rendered are not found satisfactory during the period of the contract.

13.10 Client may, by written notice sent to Garden Maintenance agency, terminate the contract, with a notice period of at least one month, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Client's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.

13.11 The bidder must have modern equipment(s), latest technical expertise for management of buildings and related facilities, as has been defined in brief scope of work. Machinery, equipment, implements and material proposed to be used should be clearly indicated. List of equipment owned by the company may also be furnished with the bid.

13.12 Any wrong or misleading information will lead to disqualification.

13.13 The bidder shall maintain at all times machinery / equipment and other resources required for upkeep and cleanliness of the premises of the Client. The SP will arrange at his own cost additional machinery/ equipment and resources if required by the Client for the purpose.

13.14 Client reserves the right to remove any person found unfit.

13.15 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/Post's premises as stated in the eligibility criteria.

Annexure -1

Format for Submitting the Financial Bid

(To be submitted in a separate sealed cover superscribed as "Envelope C – Financial Bid")

BID No. _____ Date:……

To,

Embassy of India, Kuwait

FINANCIAL BID

Proforma to be filled up and submitted by the bidder (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:

No. of gardeners and hours	**Gardner for all days (Sunday to Saturday including Friday and Holidays)** - Four (4) man-hours pre day for maintenance of the garden area and maintenance of indoor and outdoor ornamental plants .
Wages of gardeners (monthly)	
Total Wages	
gardening material charges	
Taxes (if applicable)	
{Any further break-up of monthly charges, if available}	
Total Amount (monthly) (inclusive/ exclusive of taxes)	

Total monthly charges for gardening services: _____ (incl./ excl. taxes)
***Total Yearly charges for gardening services:* _____(incl./ excl. taxes)**

Yours faithfully,

(Signature of Authorized Signatory)

Name:

Designation:

Company seal:

Annexure-2

Letter of Award

No. Date:

To:
The Head of Chancery
Embassy of India, Kuwait

This is to notify you that your bid dated_____ for the execution of the Works for Maintenance of Garden in the Embassy of India, Kuwait for the Contract Price of _____*[amount in figures and in words]*, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by _____ *[name of Employer]*.

You are requested to proceed with the execution of the Works on the basis that this Letter of Award shall constitute the formation of a Contract, which shall become binding upon you signing the Contract Agreement within seven (7) days and furnishing a Performance Security within fifteen (15) days.

We attach the Contract Agreement for your perusal and signature.

Signed
Duly authorised to sign for and on behalf of
[name of Procuring Entity]
Date:

Annexure-3

DRAFT CONTRACT AGREEMENT

CONTRACT/AGREEMENT NO ..... DATED.....

THIS AGREEMENT is made on .....between Embassy of India, Kuwait (hereinafter referred to as "Client" which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose principal place of office is at the Embassy of India, Diplomatic Enclave, Arabian Gulf Street, Safat 13015, Kuwait.

AND

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

NOW THIS AGREEMENT WITNESSTH as follows:

WHEREAS the Client invited bids through open tender, vide Notice Inviting Tender dated __/__/_____for "providing Garden Maintenance services at Embassy of India, Kuwait under Tender No. _____ dated__/__/_____.

AND WHEREAS the Contractor submitted his bid in accordance with the procedure mentioned along with the bid documents and represented therein 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 Award (LoA) No ....., to the Contractor on.....for a total sum of.....[.....Only] for providing gardening services required at Embassy of India, Kuwait.

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 at the monthly charges of _____ for an initial period of one year from___to_____, extendable for further two years on yearly basis at the same rates and terms & conditions, subject to satisfactory performance by the Contractor

AND WHEREAS the Contractor acknowledges that the Client shall enter into contracts with other contractors / parties for the Garden Maintenance 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 Client 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 Garden Maintenance services in

the Client's premises, failing which the Contract 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 Service Tax with Central Excise and Taxation Department. The documentary proof of the same must be submitted within one month of payment of particular bill for the amount of Service Tax Charged in the said bill

AND WHEREAS the Client and the 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 Award (LoA) issued by the Client;
Letter of Acceptance by the Contractor;
The complete Bid, as submitted by the Contractor;
The Tender Document No. _____ dated_____.____._____;
The Addenda, if any, issued by the Client;
Any other documents forming part of this Contract Agreement till date;
(Performance Bank Guarantee, Bank Guarantee);
Charges - Schedule annexed to this Article of Agreement;
Supplementary Agreements executed from time to time;
Scope of work.

Price Revision: There will be no mid-term escalation in the contract rate during the entire contract period. Claim for any escalation on account of minimum wages and any other statutory obligations, or otherwise also, during the entire period of the contract, shall not be entertained by the Embassy of India, Kuwait. The payment to the workers in accordance to minimum wages prescribed by the < (Local)> Government, along with other statutory payments, is the sole responsibility of the Contractor.

Any changes/modifications/amendments required to be incorporated in the Contract Agreement at 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 the part of this contract agreement.

This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor

(Authorized Signatory)

Signed on Behalf of Embassy of India, Kuwait

(Authorized Signatory)

Annexure-4

DRAFT PROFORMA OF BANK GUARANTEE
(on non-judicial paper of appropriate value)

To,

The Embassy of India
Kuwait

BANK GUARANTEES NO:

DATE:

Dear Sir(S)

This has reference to the Work Order No._____Dated_____having been placed by Embassy of India, with M/s _____(Name & Address of Contractor) for_____.

The conditions of this order provide that the Contractor shall,

a. Arrange to carry out the services listed in the said order by the Client, as per details given in said order, and

b. Arrange for the service support and provide the items to the Client on site as per the work order and bid documents.

M/s _____(Name of Contractor) has accepted the said work order with the terms and conditions stipulated therein and have agreed to issue the performance bank guarantee on their part, towards promises and assurance of their contractual obligations vide the work order No. _____
M/s. _____(name of Contractor) holds a current account with us and has approached us and at their request and in consideration of the promises, we hereby furnish such guarantees as mentioned hereinafter.

Embassy of India, Kuwait shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other undertaking of security in respect of the Contractor's obligations and /or liabilities under or in connection with the said contract or to vary the terms vis-a-vis the Contractor or the said contract or to grant time and or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices or the total contract value or to forebear from enforcement of all or any of the obligations of the Contractor under the said contract and/or the remedies of the Embassy of India, Kuwait under any security(ies) now, or hereafter held by the Embassy of India, Kuwait and no such dealing(s) with the Contractor or release or forbearance whatsoever shall have the effect of releasing the bank from its full liability of the Embassy of India, Kuwait hereunder or of prejudicing right of the Embassy of India, Kuwait against the bank.

This undertaking guarantee shall be a continuing undertaking guarantee and shall remain valid and irrevocable for all claims of the Embassy of India, Kuwait and liabilities of the Contractor arising upto and until date…….

Your right to recover the said sum of _____ _____only) from us in manner aforesaid will not be affected/or suspended by reason of the fact that any dispute or disputes have been raised the said M/s _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or Arbitrator.

Our liability under this guarantee is restricted to _____ (_____Only) Our guarantee shall remain in force until unless a suit action to enforce a claim under guarantee is filed against us within six months from (which is date of expiry of guarantee) all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

We have power to issue this guarantee in your favour under Memorandum and Articles of Association of our Bank and the undersigned has full power to do under the power of Attorney dated_____.

Notwithstanding anything contained herein:

1 Our liability under this guarantee shall not exceed ….....(in words)

2 This bank guarantee shall be valid up to……& unless a suit for action to enforce a claim under guarantee is filed against us within six months from the date of expiry of guarantee. All your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there after i.e. after six months from the date of expiry of this Bank guarantee.

3 We are liable to pay the guaranteed amount or any parts thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before …….

4 The Bank guarantee will expire on ……

Granted by the Bank

Yours faithfully,

For (Name of Bank)

SEAL OF THE BANK
Authorized Signatory

Annexure-5

CONTACT DETAILS FORM

Bidder's description format summary

Name of the Bidding Firm	
Name of Partner(s) & Nationality	
Name of the Authorized Signatory Nationality Passport No.	
E Mail ID	
Telephone No.	
Fax No.	
Year of Incorporation	
Registration No.	
Service tax no.	
Registered Office & Address	
Branch offices (with address and Contact details) if any	
Average Annual turnover in the *last five* financial years	
Total Staff Strength with Nationality of Employees	
Total Technical staff percentage	
Nationality of Staff working in Company and to be deputed for work (National of India or friendly country)	

DETAILS ABOUT KEY PERSONNEL OF THE BIDDING COMPANY

(With ID proof/supporting documents)

1.

2.

3.

4.