



**Tender for Annual Maintenance Contract for Garden
Maintenance & snow removal services at Consulate General of India,
Toronto**

TENDER NO. TOR/Admn/866/1/2023

Dated: 27/02/2024

Last date for submission of bid: 21st March 2024

**Address: Suite 700, 365 Bloor Street East,
Toronto, ON M4W 3L4**

No. **TOR/Admn/866/1/2023**
Consulate General of India
Toronto

NOTICE INVITING TENDER

Consulate General of India, Toronto invites Tender under two bid system from registered and authorized firms/agencies for providing garden maintenance and snow removal services at 2B Carluke Crescent, Toronto M2L2V4 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. TOR/Admn/866/1/2023 for AMC for garden maintenance and snow removal services by Consulate General of India,Toronto” and addressed to “ Head of Chancery, Suite 700, 365 Bloor Street East, Toronto, ON M4W 3L4”. Please note that tender document will not be accepted after the expiry of stipulated date and time for the purpose (20th March 2024) under any circumstances.

3. The Earnest Money Deposit (EMD) of C\$ 300.00 in the form of Account Payee Demand Draft/Pay Order drawn in favour of “Consulate General of India,Toronto” is required to be submitted along with tender bids. Alternatively, a bid security declaration as per attached proforma may be submitted by the bidders in lieu of EMD.

4. The Technical Bids will be opened on 22nd **March 2024** at 11:00 hrs by a Committee authorized by the Competent Authority. The financial bids of only those bidders, whose Technical Bids are found responsive, shall be opened by the Committee authorized for the purpose. Date and time of Financial Bid opening will be intimated to all the successful bidders of the technical stage. The pre-bid site visit may be conducted on **29th February 2024** with prior appointment basis to assess the job requirement / quantum of work involved. For any queries, please write to admin.toronto@mea.gov.in and protocol.toronto@mea.gov.in

5. 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 th Post shall be final and binding.

LETTER OF BID

Dated: _____

To,
The Head of Chancery
Consulate General of India, Toronto
#700, 365 Bloor Street East, Toronto
M4W3L4

Ref: Invitation for Bid No. TOR/Admn/866//1/2023 dated **27th February** 2024.

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 and snow removal services at 2B Carluke Crescent, Toronto M2L2V4.
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

<u>Events</u>	<u>Date</u>
Notice Inviting Tender	27th February 2024; 21:00 hrs
Starting date of Tender submission	27th February 2024; 21:00 hrs
Site visit	29th February 2024, 11:00 hrs
Pre-bid meeting	29th February 2024, 12:00 hrs
Last date of Tender Submission	21st March 2024, 17:00 hrs
Opening of Technical Bids	22nd March 2024, 11:00 hrs
Opening of Financial Bids (of only those who qualify in the minimum eligibility criteria)	Date and time will be intimated to all the successful bidders of technical bid stage.

1. GENERAL INSTRUCTIONS

- 1.1 For the Bidding / Tender Document Purposes, the Consulate General of India, Toronto 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 Consulate General of India, Toronto (<https://www.cgitoronto.gov.in>) from **27th February 2024** onwards. The last date of submission of bid is **21st March 2024** till 17:00 hrs.
- 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.
- 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, {Consulate General of India, Toronto}.

- 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 Consulate General of India, Toronto. The bidder shall be solely responsible for the consequences of any omission 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. SCOPE OF WORK & OTHER REQUIREMENTS:

The measurement of outer boundaries of the plot is 120 ft, 110 ft, 100 ft & 74 ft. This includes the building, driveway, pavements, garden etc. Scope of work includes maintenance of grass including regeneration of already worn out grass patches, shrubbery, garden areas, trees, supply & planting of seasonal flowers, supply of pots for plants and related landscape elements. Prospective bidders are requested to visit the site before submission of bids to ensure correctness of their bids submitted as Consulate will not entertain any revision in the quotations submitted on any account. The contractor shall perform complete gardening and landscape maintenance and snow removal as per details below:-

MANPOWER REQUIREMENT & WORK SCHEDULE:

1 **MANPOWER REQUIREMENT:** The prospective bidders are requested to indicate manpower requirements to undertake the garden maintenance and snow removal work after conducting physical survey of the property vis-a-vis the scope of work contained herein (given the size of garden area, we understand that it will be around 2 man-hours per day). Contractor shall be responsible for on-site supervision of the workforce at all times and shall provide a point of contact to the Consulate for discussion/reporting of issues.

2 **WORK SCHEDULE:** The prospective bidders may indicate working days and hours of work, as per their assessment, for undertaking the work.

GARDEN LAWN CARE:

GRASS CUTTING: The contractor is responsible for all equipment and fuels needed to complete this task **during all seasons** as per requirements. The contractor shall edge all side-walks, driveways and curbs each time the adjacent grass is cut. The Contractor shall trim grass around trees, shrubs, cultivated areas, sprinkler heads, valves, fences,

buildings, poles and structures so that grass height does not exceed the adjacent grass. Worn out patches of grass would also be regenerated by the selected contractor.

WEEDING: The contractor shall weed the grounds and gardens on a continuous basis to prevent the growth of weeds into lawns and landscapes as required. The weeds should also be removed in the cracks and joints within or along side-walks and curbs.

PRUNING & CUTTING: The contractor shall maintain trees, shrubs, hedges, vines, ground cover and flowers, and removal of the debris as required. The contractor shall replace any bush or shrub that is dead at no additional cost to the Consulate. The contractor will regularly supply seasonal and flowering plants at no additional cost along with pots. Before the start of winter season, the contractor will make arrangements for covering the plants to protect them from snowfall and cold conditions.

LEAF REMOVAL: The Contractor shall, on requirement basis remove leaves, flowers and other disposable items and waste from the garden area, pavement, drive way, deck area/roof top and staircases as and when required year round.

WATERING: The contractor shall water lawns, flowers, shrubs and trees. The contractor shall provide all hoses, portable sprinklers, if required apart from the sprinklers already available in the garden and other similar irrigation equipment at the property.

FERTILIZER: The Contractor shall fertilize and lime the soil to promote proper healthy growth, colour and appearance of cultivated grass, vegetation by following proper horticultural practices for the types of vegetation, soil, weather conditions etc.

PEST AND DISEASE CONTROL: The Contractor shall ensure controlling of pests so as to maintain grass, flowers, shrubs, vines, trees.

SNOW REMOVAL: The contractor shall remove snow and salt all pavements, driveways, deck, staircases etc within 2-4 hours of stoppage of snow during winter months (November – April). The Contractor will be responsible for supply of all the required equipment for snow removal and supply of salt at no additional cost to the Consulate.

MATERIAL AND EQUIPMENT: The contractor shall provide all necessary gardening supplies and equipment, including rakes, lawn mowers, hoe, pitchfork, pruning shears, and fertilizers to perform the work.

INSURANCE AND GENERAL LIABILITY: The Contractor shall be liable to provide whatever insurance is legally necessary. The contractor shall, at its own expense, provide and maintain the required insurance during the entire performance period.

The Contractor shall obtain insurance as required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

The Contractor agrees that the Consulate shall not be responsible for personal injuries or for damages to:

- a. Any property of the contractor
- b. Its employees, agents or any other person
- c. Arising from and incident to the contractor's performance of this contract

The contractor shall hold harmless and indemnify the Consulate from any and all claims.

LAWS AND REGULATIONS: Without any additional expense to the Consulate, the Contractor shall comply with all laws, codes, ordinances and regulations required to perform this work. If there is a conflict between the contract and requirements of local laws, the contractor shall promptly advise the Consulate through Head of chancery ;. conflict and of the contractor's proposed course of action for resolution. The Contractor shall comply with all local laws, regulations, customs and practices pertaining to labour, safety and similar matters.

3. MINIMUM ELIGIBILITY CRITERIA

Bidders submitting bid for this contract should be at registered corporation/company/entity in the field of garden maintenance or related field as per local laws and should have been registered at least 3 years ago with the relevant authorities and should not have incurred loss during the last 3 years.

4. EARNEST MONEY DEPOSIT

- 4.1 The Earnest Money Deposit of C\$ 300.00 in the form of account Payee Demand Draft/Pay Order issued by any reputed Bank drawn in favour of "Consulate General of India, Toronto" has to be submitted along with the bid. The validity of the Demand Draft/Pay Order must be up to 6 (six) months from the last date for submission of bids. Alternatively, a bid security declaration as per attached proforma may be submitted by the bidders in lieu of EMD.
- 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 Consulate General of India, Toronto.

- 4.4 The bids without Earnest Money Deposit or bid securing declaration 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 by the Consulate:
- (i) If the bidder withdraws his/her 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 27 February - 17th March 2024 after fixing prior appointment. A pre-bid meeting will take place on **28th February 2024** based on the request received. Interested bidder may submit their request for pre-bid meeting on admin.toronto@mea.gov.in or protocol.toronto@mea.gov.in . The site address is 2B Carluke Crescent, Toronto M2L2V4. The bidders may also submit their queries by email on the aforementioned email IDs which may 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 the required information, documents in support of the minimum eligibility criteria as per details sought vide Annexure-I. **All the documents along with Annexure-I 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 of C\$ 300 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” or bid securing declaration in lieu of EMD.**

6.4 **Financial Bid:** Bidder shall prepare the Financial Bid in the Price Schedule as provided in the Tender Document at Annexure-II. 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 the Head of Chancery, Consulate General of India, Toronto, Suite 700, 365 Bloor Street East, Toronto M4W3L4. 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

(all the three above envelopes should be packed in a larger envelope and submitted to Head of Chancery, Consulate General of India, Toronto, Suite 700, 365 Bloor Street East, Toronto M4W3L4)

7.2 No Bid shall be accepted after the specified date and time. However, the Competent Authority in the Consulate 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 11:00 hrs on 22nd March 2024 at Suite 700, 365 Bloor Street East, Toronto M4W3L4 in the presence of all the bidders or their representatives and the Tender Evaluation Committee constituted by the Competent Authority of the Consulate. After evaluation of Technical Bids, a list of qualified bidders will be prepared. 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 subsequent date as per 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 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, 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 bid 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 on 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 equivalent to 5% of the bid value** in favour of 'Consulate General of India' in form of Demand Draft / Pay Order/Bank Guarantee within fifteen days 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 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.
- 10.3 If the Contractor fails to provide the Performance Security within fifteen days of the issuance 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 Canadian Dollars by means of 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, if any 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 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 worker is absent on a required 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 to adhere to the gardening/snow removal requirements at the premises, and Client has to make alternative arrangements for gardening/snow removal, then Service Provider would reimburse the cost of such arrangements.
- 13.6 Contractor would be fully responsible for all acts of omission or negligence or misconduct of its employees for work at the 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 cleaners 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 Gardening 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 garden maintenance and snow removal services, as has been defined in brief scope of work. Machinery, equipment, implements, material and consumables proposed to be used should be clearly indicated.
- 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 Consulate's premises as stated in the eligibility criteria.

Annexure -I

ANNEXURE-I

TECHNICAL BID PROFORMA

(To be submitted by the bidder)

1.	Name of the Company	
2.	Address of the registered office	
3.	Correspondence address	
4.	Contact details	
5.	Telephone/Fax	
6.	Email	
7.	Brief introduction of the company (a profile of the firm to be enclosed)	
8.	Previous experience in the field (minimum of three years)	
9.	Registration Certificate, License for the services, HST number etc. (copies of documents to be enclosed)	
10.	Testimonials (Clients' letters, certificates, etc.)	
<p>Company undertakes that it will provide services as per the Scope of Work of the Tender Document. In case of any deviation in the interpretation of the Scope of Work, decision of the Consulate will be final.</p> <p>(Signature of the authorized signatory)</p> <p>Full Name: Designation: Dated:</p> <p>Name and address of the Company: (Seal of the Company)</p>		

ANNEXURE-II

ANNEXURE-II

FINANCIAL BID PROFORMA

(To be submitted by the bidder)

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

S. No.	Item description	Rates (per month inclusive of HST)
	Total Cost for garden maintenance and snow removal services as per the Scope of Work at Annexure-II of this Tender Document	
	Total	

The undersigned undertakes that the rate quoted above is inclusive of the mandatory government social security contributions of the employees for the landscape maintenance specialist/Gardner/snow removal expert and horticulturalist; admin cost; tools and equipment; supply of consumables including seeds, plants, pots, fertilizers, salt and other related costs.

(Signature of the authorized signatory)

Full **Name:**

Designation:

Dated:

**Name and address of
the Company:**

(Seal of the Company)

Annexure-3
Contract Agreement

CONTRACT/AGREEMENT NO **TOR/Admn/866/1/2023** DATED.....

THIS AGREEMENT is made onbetween Consulate General of India, Toronto (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 Suite No. 700, 365 Bloor Street East Toronto M4W3L4.

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 Gardening and snow removal services at 2B Carluke Crescent, Toronto M2L2V4 under Tender No. TOR/Admn/866/1/2023 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 and snow removal services required at 2B Carluke Crescent, Toronto M2L2V4 .

AND WHEREAS the Client desires that the Gardening/snow removal 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/snow removal 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 gardening/snow removal 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 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. TOR/Admn/866/1/2023 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.

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 Consulate. 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.

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

Signed on Behalf of Consulate General
of India, Toronto

(Authorized Signatory)

(Authorized Signatory)

Bid Security Declaration
(to be submitted on the letterhead of the company)

With reference to tender notice no. **TOR/Admn/866/1/2023** dated 27th February 2024 by Consulate General of India, Toronto for garden maintenance and snow removal services, this is to certify that if we withdraw or modify our bid during period of validity or if we are awarded the contract and we fail to sign the contract or fail to submit a performance security before the deadline defined in this document, we are liable to be suspended for a period considered fit by the Consulate from being eligible to submit bids for contracts by the Consulate General of India, Toronto

[Signature(s) of the Tenderer(s) with Name, Designation, Date & Seal]