

# High Commission of India Colombo

Tender for

**Annual Maintenance Contract** 

for

Garden Maintenance at India House, DHC Residence and Chancery

No. Col/Prop/MISC/03/2024

# Tender for "Annual Maintenance Contract" for Gardening Maintenance at India House, DHC Residence and Chancery

# **List of Documents**

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# Important dates relating to the tender are as follows:

| S. No. | Particulars                      | Date                                  |  |
|--------|----------------------------------|---------------------------------------|--|
| 1      | Bid Document Download Start date | 09 <sup>th</sup> August 2024          |  |
| 2      | Clarification start date         | 09 <sup>th</sup> August 2024          |  |
| 3      | Clarification end date           | 23 <sup>rd</sup> August 2024          |  |
| 5      | Bid submission start date        | 09 <sup>th</sup> August 2024          |  |
| 6      | Bid submission end date          | 30 <sup>th</sup> August 2024 1400 hrs |  |
| 7      | Technical bids opening date      | 30 <sup>th</sup> August 2024 1500 hrs |  |
| 8      | Financial bids opening date      | 30 <sup>th</sup> August 2024 1600 hrs |  |



# High Commission of India Colombo

# **Notice Inviting Bids**

High Commission of India, Colombo invites sealed bids under two bid system (Technical and Financial Bid) from established/reputed agencies for Garden Maintenance services at India House, DHC Residence and Chancery.

The last date for receipt of bids in sealed envelope is **30**<sup>th</sup> **August 2024** upto 1400 hrs. Tender documents are available on our website <a href="www.hcicolombo.gov.in">www.hcicolombo.gov.in</a> under the Tender section and on <a href="www.eprocure.gov.in">www.eprocure.gov.in</a>. Details can also be collected from Attaché (Property) through email at <a href="mailto:estt.colombo@mea.gov.in">estt.colombo@mea.gov.in</a> or Tel No. 0112436570.

The bids shall remain valid for 180 days from the date of opening of technical bids. Any future clarification and/or corrigendum(s) shall be communicated through "Tender" section on the High Commission's website <a href="https://www.hcicolombo.gov.in">www.hcicolombo.gov.in</a>.

The High Commission reserves the right to reject/cancel any or all bids without assigning any reason.

Col/Prop/Misc/03/2024 dated 09th August 2024

Sd/-Head of Chancery HCI Colombo

# **Bidder Details**

| A. | Name of the Agency  |  |
|----|---|--|
| Α. | Name of the Agency  |  |
| В. | Address of the Agency   |  |
| C. | Registration's details with date  |  |
| D. | VAT Registration No.  |  |
| E. | Owners Name   |  |
|    | Contact No.   |  |
|    | Email Id  |  |
| F. | Details of authorized contact person:   |  |
|    | Telephone No. (O)   |  |
|    | Mobile No.  |  |
|    | Email Id  |  |
| G. | Annual turnover for last three financial years                                |  |
|    | FY 2020-21<br>FY 2021-22<br>FY 2022-23  |  |
| H. | List of major clients where providing similar services                        |  |
|    |   |  |
| I. | Any other information/documents which may help in assessing bidder's abilties |  |

Bidder's Signature with Stamp

#### **Instructions to bidders**

Tender should be submitted in two parts, Part-I (Technical Bid) & Part-II (Financial Bid). The **technical and financial bids shall be kept in separate envelopes** superscribing as 'Technical Bid' and 'Financial Bid' on the respective covers. Thereafter, both these envelopes shall be sealed in a third bigger envelope and it should be superscribed as "Tender for AMC for Garden Maintenance Services at India House, DHC Residence and Chancery". **Bidders must mention their complete contact details on each envelope.** 

#### 1. Eligibility Criteria:

- 1.1 Interested bidders may please ensure that they fulfill the pre-qualification criteria before submitting their bids.
- 1.2 The bid of any bidder who has not complied with one or more of the conditions of eligibility criteria and/or fail to submit the required documents as mentioned in tender document are liable to be summarily rejected.
- 1.3 The High Commission reserves the right to reject any or all tenders, wholly or partly or close the tender at any stage prior to the award of contract without assigning any reason whatsoever.
- 1.4 Conditional bids will not be considered.

#### 2. **Local Conditions:**

It shall be the responsibility on part of each bidder to be fully informed/acquainted/familiarize itself with local conditions and factors, which may have any effect on the execution of services to be rendered under the contract. All bidder(s) intending to bid may visit and make themselves thoroughly acquainted with the local site conditions.

The High Commission shall presume that the bidder has understood and agreed that all the relevant factors have been kept in view while submitting the bid. No financial adjustment arising thereof shall be permitted by High Commission, on the basis of any non-clarity of information about local conditions being pleaded by the bidder. Further, no claim for financial adjustment being made by the contract awarded on these tender documents will be entertained by the High Commission.

#### 3. Validity:

- 3.1 Quoted rates must be valid for a period not less than 180 days from the date of opening of Technical Bids. However, the bidder shall have no objection to extend it, if required. *Bids with less validity will not be considered*.
- 3.2 The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. There should be no alteration after submission of bids.

#### 4. Earnest Money Deposit:

4.1 (i) Each Technical Bid must be accompanied with an Earnest Money Deposit (EMD) of **SLR 2,50,000**/- (Sri Lankan Rupees Two Lakh and Fifty Thousand only) or in equivalent Indian Rupees in the form of a **Bank Guarantee/Demand Draft only**, drawn on any Nationalized/Scheduled Bank in favour of High Commission of India,

Colombo. Rate of exchange may be taken as INR 1 = SLR 3.5882 for conversion of EMD in Indian Rupees, if required.

- (ii) The Bank Guarantee/Demand Draft should be valid for a period of 180 days from the date of opening of Technical bids.
- (iii) The Bank Guarantee/Demand Draft should be payable at High Commission of India, Colombo only.
- (iv) <u>EMD must be contained in Envelope 1 along with Technical bid only, without which tender shall not be considered for opening of financial bid.</u>

## 4.2 **Earnest Money will be forfeited:**

- (i) If the bidder withdraws his bid during the period of bid validity.
- (ii) In case of the successful bidder, if the bidder fails to sign the contract.

## 4.3 **Refund of Earnest Money Deposit (EMD):**

- (i) Refund of EMD to the unsuccessful bidders (without interest) shall be made within 30 days of award of contract to the successful bidder (L1).
- (ii) EMD of successful bidder (L1) shall be refunded after award of the contract and deposit of Performance security.

#### **5.** Performance Security:

The successful bidder shall deposit Performance Security @ 5% of the total annual contract value in the form of Bank Guarantee/Demand Draft in the name of High Commission of India, Colombo at the time of signing of contract agreement. The Performance Security should be valid till 60 days beyond the contract period. After successful completion of all contractual obligations, the Performance Security (without any interest) shall be refunded.

#### 6. Commencement of work:

After finalization of the tender, a letter will be issued to the successful bidder who shall sign the formal agreement within one week from the date of issue of this letter. After signing of the contract agreement, the agency shall start executing the assigned work with immediate effect.

# 7. Payment Terms and Conditions:

Payment shall be made on monthly basis after completion of the particular month and receipt of a valid tax invoice.

#### 8. Contract Period:

- 8.1 The contract period would initially be for **one year**, extendable for a further period of two years, on yearly basis year at the same terms, conditions and charges and subject to satisfactory services and mutual consent.
- 8.2 The High Commission reserves the right to cancel the agreement with prior notice of one month with or without specifying any reason thereof.
- 8.3 The agreed price would be applicable throughout the contract period. No hike in price would be admissible during the period of contract.

# 9. Tender Preparation Expenses:

All costs incurred by the bidder in the preparation of the tender, presentation and site visits etc. will be borne by the bidder themselves and in no case will be reimbursable by the High Commission.

#### 10. Financial Bid:

The rates should be quoted in Sri Lankan Rupees (SLR) inclusive of all taxes, service charge and duties in the prescribed format (Annexure-I) only otherwise it will not be considered. The total cost shall be inclusive of cost of cleaning materials, disinfection material and tools & machines etc.

#### 11. Tender Evaluation:

The High Commission will evaluate the entire tenders, strictly on the basis of the terms & conditions incorporated in the tender documents and requirement of the High Commission. The High Commission may seek clarification which shall be replied by the bidder properly and timely. Just quoting the lowest amount does not entitle the bidder to get the contract.

#### 12. Award of Contract:

After due evaluation of the financial bid(s), the High Commission will award the contract to the lowest evaluated responsive bidder.

#### 13. Obligations of the Service Provider:

|    | <u>Daily</u>   |
|----|--|
| 1  | Sweeping the gardens, removal of leaves, flowers, and litter etc. from the gardens of the premises.  |
| 2  | To water all flower beds, trees and flower pots on 3 days in a week or as per the requirement and upkeep of all flower beds, removal of weeds etc.     |
| 3  | Removal of litter outside of the main gates every morning before commencement of the working day.  |
| 4  | Removal of all garden debris from the premises and keep all drains, outlets free of any debris, dirt & weeds on daily basis.                           |
|    | <u>Periodically</u>  |
| 1  | Mowing all grass lawns once in every 10 days.  |
| 2  | Ensuring all lawns/grasses which meet a paving stone curb/flower bed, are kept tidy.   |
| 3  | Provision & upkeep of all plants/flowering plants within the planter troughs and plant pots.   |
| 4  | To apply Agro chemicals, fertilizer, soil improvements etc.  |
| 5  | Training/Pruning of plants when deemed necessary & removal of debris (including dry leaves and etc. once in a week)                                    |
| 6  | To plant seasonal flowering plants & maintaining the same.   |
| 7  | To maintain potted indoor plants and re-pot such plants as and when required.  |
| 8  | To fertilize potted plants, trees with N.P.K. Fertilizer regularly.  |
| 9  | To spray insecticide to the plants in gardens to prevent the infestation of insects and prune all shrubs as and when required.                         |
| 10 | To provide non-consumables like mower, garden scissors, shovel, wheelbarrow, brush cutter, hedge cutter etc. and consumables like fuel and pesticides. |

- ➤ All the gardeners/workers should be **well trained** in their profession.
- ➤ On special occasions, the Contractor **should be able to respond within the given time frame.** (Supplying of flower pots for functions, cutting/trimming of branches etc.).
- ➤ The contractor shall provide two sets of good quality uniforms, identity cards and headgear to the workers without which they will not be permitted to work in the High Commission premises.

The contractor shall furnish full details, as may be required, of all personnel deployed for the execution of Annual Maintenance Contract to the High Commission of India, Colombo, to facilitate background checks. He/She may further undertake to immediately intimate the High Commission of any information that may come to the knowledge of 'The Contractor', which may have a security implication for the High Commission.

#### 14. Safety Regulations:

- 14.1 During the execution of work, the contractor shall ensure that their personnel follow essential security measures to carry out the assigned job. In case of any unfortunate event, High Commission shall not be liable to pay any compensation to the agency or its employees.
- 14.2 During execution of work, it shall also be ensured that no damage, injury or loss is caused or is likely to be caused to any person or property, otherwise the agency shall be liable for compensation.

#### 15. Status of the Contractor and its Staff:

- 15.1 The contractor shall have the legal status of an independent contractor.
- 15.2 The High Commission of India, Colombo shall accept no liability for, nor any financial or other consequences arising form, sickness, injury, damages or death of the personnel of the contractor, of the staff members or of any sub-contractor or agent or of any person performing on their behalf any work under the present contractor, nor for any damages which may arise by reason of the neglect or default of any of them.
- 15.3. The contractor shall indemnify and hold harmless the High Commission of India, Colombo in respect of any claim arising out by the contractor or its staff members negligent or unlawful performance under the present contract and brought against the High Commission of India, Colombo by any person for a liability as referred to in paragraphs 14.2 above, including their heirs and assigns, or by third parties. However, the contractor shall submit every month an ink signed certificate from the workers' side certifying the receipt of wages and other benefits as per local laws, in lieu of the gardening works performed by them at three locations of High Commission of India.

#### 16. Penalty:

The High Commission reserves the right to impose penalty as deemed fit in the following circumstances:

- 16.1 The contractor does not comply to the provisions of the agreement or consistently fails to maintain the quality of services,
- 16.2 The wages as per financial bids are not paid to workers by 10<sup>th</sup> day of each month.
- 16.3 The workers are replaced frequently without consulting the High Commission.

16.4 The penalty shall be recovered from the subsequent bill of the contractor or performance security deposit with the High Commission.

#### 17. Force Majeure:

Any delay due to Force Majeure will not be attributable to the bidder. Force Majeure events shall mean one or more of the following acts or events: Acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur; exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire or landslide; Radioactive contamination or ionizing radiation; epidemic or pandemic; Strikes or boycotts (other than those involving the Supplier or its employees/representatives or attributable to any act or omission of any of them) interrupting supplies and services of the Project for a period exceeding a continuous period of 7 (seven) days; An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents rendering of supplies or specified services by the Supplier for a period exceeding a continuous period of 7 (seven) days.

#### 18. Arbitration:

In case of any dispute or difference arising out of or in connection with the tender conditions/order and Contract, the High Commission and the agency will address the dispute/difference on a mutual resolution and failing which, the matter shall be referred for arbitration to a sole Arbitrator to be appointed by consent of both parties. The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at New Delhi only. The resolution of the Arbitrator shall be final and binding on both the parties.

#### 19. Jurisdiction:

The courts at New Delhi alone will have the jurisdiction to try any matter, dispute or difference between parties arising out of this tender/contract.

#### 20. Clarification:

The prospective bidder(s) requiring any clarification regarding the tender document are requested to contact the Attaché (Property) (Phone No.-0112436570 and email ID <a href="mailto:estt.colombo@mea.gov.in">estt.colombo@mea.gov.in</a>)

At any time prior to the deadline for submission of bids, the High Commission may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder(s), modify the tender document by amendment.

The amendment will be published on High Commission website. In order to afford prospective bidder(s) reasonable time in which to take the amendment into account in preparing their bid, the High Commission may, at its discretion extend the deadline for the submission of Tender.

#### Other Relevant Information, Terms and Conditions

- 1. Technical bids shall include following documents:
  - i. Authority to sign bid on behalf of firm, if the bidder is a registered firm. In case of proprietor/owner of the firm, a certificate of the proprietorship/ownership from the competent authority may be submitted. In case of partnership firm, the partnership deed may be furnished and bid may be signed by all the partners of the firm. If only one partner or any other person signs the bid, the signing person must be duly authorized by all the remaining partners for signing the bid.
- ii. Earnest money deposit (EMD)
- iii. Proof of similar experience.
- iv. Copy of registration certificate.
- v. Proof of turnover for the last three financial years.
- vi. Compliance report.
- vii. VAT clearance certificate, and
- viii. Signed and stamped copy of the tender document.
- ix. Other documents which are relevant to assess the suitability of the agency.
- 2. Offer in the financial bid should be written in <u>English</u> and price should be written in both figures and words. The offer should be typed or written in ink pen or ball pen. Use of pencil will be ignored. <u>All the pages of the Technical/Financial Bid shall be page numbered</u> and all the relevant supporting documents as required must be enclosed.
- 3. Envelope of technical bid & financial bid should be separately sealed and then placed in a third envelope, to be sealed and superscribed with tender number, due date of submission and addressed to:

Head of Chancery High Commission of India 36-38, Galle Road, Colombo-03

- 4. Sealed tender should reach the High Commission before the last date of submission. **Tender(s) received beyond the last date of submission will be rejected.** No tender will be entertained by e-mail or Fax.
- 5. Agencies may send their authorized representative at the time of opening of technical and financial bids.
- 6. Sub-contracting is not possible under this contract.
- 7. All pages of the bids should be **signed & stamped**.
- 8. The financial bid(s) of only those bidders will be opened, who qualifies in technical evaluation.
- 9. The financial bids must be in the prescribed format only (**Annexure-I**).

# Pre-Qualification/Evaluation/Exclusion Criteria

| Sl. | Particulars      | Details   |  |  |
|-----|------------------|---|--|--|
| 1   | Experience       | a) The contractor must have successfully completed                            |  |  |
|     |                  | one work of same nature of an annual value of SLR                             |  |  |
|     |                  | 40 lakh <b>or</b> two works of same nature of annual                          |  |  |
|     |                  | value of SLR 30 lakh each <b>or</b> three works of same                       |  |  |
|     |                  | nature of annual value not less than SLR 20 lakh (or                          |  |  |
|     |                  | equivalent in Indian Rupees) each in any                                      |  |  |
|     |                  | Government organization, Diplomatic Mission                                   |  |  |
|     |                  | (Embassies/High Commissions or their field                                    |  |  |
|     |                  | offices), reputed hotels or any other recognized                              |  |  |
|     |                  | private institutions during the last four years.                              |  |  |
|     |                  | b) Copy of work order for completed work/ongoing                              |  |  |
|     |                  | work issued by the concerned authority can be                                 |  |  |
|     |                  | accepted in support of the experience.  |  |  |
|     |                  | c) Copy of performance certificate, if any, should also                       |  |  |
|     | D                | be attached.  |  |  |
| 2   | Registration No. | The contractor should have a valid Tax Identification                         |  |  |
|     |                  | Number and or Registration Number of the agency.                              |  |  |
| 2   | Minimum IAIogos  | Documentary proof is to be attached.  |  |  |
| 3   | Minimum Wages    | The contractor will provide certificate/undertaking that                      |  |  |
|     |                  | he will pay not less than minimum wages fixed by the Government of Sri Lanka. |  |  |
| 4   | Turnover         | The contractor should have a minimum turnover of Sri                          |  |  |
| 4   | Turnover         |   |  |  |
|     |                  | Lankan Rupees 50 lakh or more per year during last three                      |  |  |
|     |                  | financial years (VAT clearance certificate may be attached)                   |  |  |
| 5   | VAT              | Certificate that the agency pays VAT regularly and their                      |  |  |
| J   | VAI              | VAT dues are cleared (VAT clearance certificate for the                       |  |  |
|     |                  | last three financial years may be attached)                                   |  |  |
|     |                  | last tillee illialicial years may be attached)                                |  |  |

**NOTE:** Unprecedented situation: if after opening of financial bids it is found that there are more than one lowest bidders, in that case preferences will be given to those contractors which scores more evaluation marks in the technical bids.

The agencies must meet all aforementioned eligibility criteria for opening of their financial bids.

# **SCOPE OF WORK**

| Dai | i <u>ly</u>  |
|-----|--|
| 1   | Sweeping the gardens, removal of leaves, flowers, and litter etc. from the gardens of the premises stated in Article 1.  |
| 2   | To water all flower beds, trees and flower pots on 3 days in a week or as per the requirement and upkeep of all flower beds, removal of weeds etc.   |
| 3   | Removal of litter outside of the main gates every morning before commencement of the working day.  |
| 4   | Removal of all garden debris from the premises and keep all drains, outlets free of any debris, dirt & weeds on daily basis.   |
| Per | <u>riodically</u>  |
| 1   | Mowing all grass lawns once in every 10 days.  |
| 2   | To ensure that where all lawns/grasses meet a paving stone curb/flower bed, are kept tidy.   |
| 3   | Provision & upkeep of all plants/flowering plants within the planter troughs and plant pots.   |
| 4   | To apply Agro chemicals, fertilizers, soil improvements etc.   |
| 5   | Training/Pruning of plants when deemed necessary & removal of debris (including dry leaves and etc. once in a week)  |
| 6   | To plant seasonal flowering plants & maintaining the same.   |
| 7   | To maintain potted indoor plants and re-pot such plants as and when required.  |
| 8   | To fertilize potted plants, trees with N.P.K. Fertilizer regularly.  |
| 9   | To spray insecticide to the plants in gardens to prevent the infestation of insects and prune all shrubs as and when required.   |
| 10  | To provide non- consumables like mower, garden scissors, shovel, wheelbarrow, brush cutter, hedge cutter etc. and consumables like fuel and pesticides.                                      |
| >   | All the gardeners/workers should be <b>well trained</b> in their profession.   |
| >   | On special occasions, the Contractor should be able to respond within the given time   |
|     | <b>frame.</b> (Supplying of flower pots for functions, cutting/trimming of branches etc.).   |
|     | The contractor shall provide two sets of good quality uniforms, identity cards and headgear to the workers without which they will not be permitted to work in the High Commission premises. |
|     |  |

#### **COMPLIANCE REPORT**

To

Head of Chancery High Commission of India Colombo

Subject: Regarding tender for AMC for Garden Maintenance Services at India House, DHC Residence and Chancery

Dear Sir

We have gone through and understood complete scope of work, terms and conditions of this tender. It is confirmed that we will abide by all instructions as stipulated in the tender document and agreement.

We hereby declare that we, M/s ....... are not ineligible to participate in the bid; we have no conflict of interest in the proposed tendering proceedings; and have not been punished for a profession or business-related offense. We also declare that we, M/s ...... have not been blacklisted or debarred by any government or reputed private agency in Sri Lanka or in India.

We also confirm that we will not pay less than minimum wages as fixed by the Government of Sri Lanka to our workers and the rates have been quoted accordingly.

| Place: |                     |
|--------|---------------------|
| Date:  |                     |
|        | Signature of Bidder |
|        | Name:               |

# **DRAFT AGREEMENT**

# **Garden Maintenance Contract at High Commission of India**

| day<br>(H | of   | or garden mainten<br>Suse and Deputy Hig   | (hereafter referred ance works at the H                              | of India, Colombo and to as contractor) on this igh Commission of India IC)'s Residence. |
|-----------|--|--|--|--|
|           | der this contract, the calle below:                | contractor shall pro                       | vide gardener mainte   | nance services as per the  |
|           | Location   | Number of gardeners                        | Days of the Week   | Timings  |
|           | India House at 86,                                 | 3  | Monday- Friday   | 7:30 AM to 16:30 PM  |
|           | Kumaratunga<br>Munidasa Mawatha,                   | 3  | Saturday   | 7:30 AM to 13:00 PM  |
|           | Colombo-3  | 2 or 1 (as per the requirement)            | Sunday   | 7:30 Am to 13:00 PM  |
|           | HCI Chancery at<br>36-38, Galle Road,<br>Colombo-3 | 1  | Monday- Friday   | 7:30 AM to 16:30 PM  |
|           | DHC's residence at No. 1, Queens                   | 1  | Monday- Friday   | 7:30 AM to 16:30 PM  |
|           | Avenue, Colombo-3                                  | 1  | Saturday   | 7:30 AM to 13:00 PM  |
| gaı       |  | ntioned premises r<br>of the High Commi    | egularly for maintair  | st/Garden Consultant) who<br>ning highest standards of<br>ties.                          |
| gai       | dening work done by                                | only) after the contractor. The me only) v | e end of every month<br>onthly bill of SLR _<br>vill be forwarded by | /- (Sri Lankan rupees provided the satisfactory/- (Sri Lankan the contractor to High     |
| <u>Ar</u> | ticle 3 (Contract Perio                            | <u>od)</u>                                 |  |  |
|           |  |  |  | to,  |
|           |  | -  |  | on same terms, conditions, satisfactory work done by                                     |

the contractor.

# **Article 4 (Performance of maintenance work)**

| Dasi        | `   |
|-------------|---|
| <u>Dail</u> |   |
| 1           | Sweeping the gardens, removal of leaves, flowers, and litter etc. from the gardens of the premises stated in Article 1.   |
| 2           | To water all flower beds, trees and flower pots on 3 days in a week or as per the requirement and upkeep of all flower beds, removal of weeds etc.  |
| 3           | Removal of litter outside of the main gates every morning before commencement of the working day.   |
| 4           | Removal of all garden debris from the premises and keep all drains, outlets free of any debris, dirt & weeds on daily basis.  |
| Per         | iodically   |
| 1           | Mowing all grass lawns once in every 10 days.   |
| 2           | To ensure that where all lawns/grasses meet a paving stone curb/flower bed, are kept tidy.  |
| 3           | Provision & upkeep of all plants/flowering plants within the planter troughs and plant pots.  |
| 4           | To apply Agro chemicals, fertilizer, soil improvements etc.   |
| 5           | Training/Pruning of plants when deemed necessary & removal of debris (including dry leaves and etc. once in a week)   |
| 6           | To plant seasonal flowering plants & maintaining the same.  |
| 7           | To maintain potted indoor plants and re-pot such plants as and when required.   |
| 8           | To fertilize potted plants, trees with N.P.K. Fertilizer regularly.   |
| 9           | To spray insecticide to the plants in gardens to prevent the infestation of insects and prune all shrubs as and when required.  |
| 10          | To provide non- consumables like mower, garden scissors, shovel, wheelbarrow, brush cutter, hedge cutter etc. and consumables like fuel and pesticides.   |
| >           | All the gardeners/workers should be <b>well trained</b> in their profession.  On special occasions, the Contractor <b>should be able to respond within the given time frame.</b> (Supplying of flower pots for functions, cutting/trimming of branches etc.).  The contractor shall provide two sets of good quality uniforms, identity cards and headgear to the workers without which they will not be permitted to work in the High Commission premises. |

#### **Article 5 (Wages)**

The contractor shall pay to the workers their monthly wages, bonus and other benefits and it shall, in no way, be less than minimum wages as fixed by the Government of Sri Lanka. The wages and allowances shall be released by the contractor to its workers by 10<sup>th</sup> of each month irrespective of the fact whether the High Commission has released the payment to the contractor or not.

#### **Article 6 (Assignment)**

The rights and obligations under this contract shall not be transferred or granted to a third party.

## **Article 7 (Liability)**

The contractor shall engage only those workers who are physically, medically and mentally fit and whose antecedents have been verified by him. The workers will be employees of the contractor and the High Commission will not, in any way, be responsible for any liability/compensation on account of accident, injury or death of worker(s) while performing their work inside the premises of High Commission. The contractor shall be liable for all actions of contractor's supervisors/gardeners/workers and other personnel while working on High Commission's premises.

## **Article 8 (Protecting confidentiality)**

Contractor and contractor's Supervisors/Gardeners/workers must not divulge any confidential information related to High Commission acquired in the course of performing services under this contract, nor use such information for any other purposes.

# **Article 9 (Modification)**

Should the need to modify this contract arise during the contract period, the contract may be modified through consultations between High Commission of India and contractor.

# **Article 10 (Cancellation rights and compensation for damages)**

- 1. High Commission of India, Colombo is entitled to cancel this contract should contractor fail to perform its duties under this contract for reasons attributable to contractor.
- 2. High Commission reserves the right to impose penalty should the contractor fails to comply to the provisions of the contract, unable to maintain the quality of the services, wages are not paid as per the contract, workers are replaced frequently without consulting High Commission.

#### **Article 11 (Resolution of Disputes)**

Any conflict or disputes over the interpretation of the provisions of this contract shall be resolved through consultations between High Commission and contractor.

Any matters not covered under this contract shall be resolved through consultations between High Commission and contractor.

| M/s  | Colombo                                      |
|--|--|
| Authorized representative of Contractor  | Head of Chancery<br>High Commission of India |
| Executed this day of, 2024.  |  |
| In witness whereof, the parties hereto have caused this coriginals, one original to be retained by each party. | contract to be executed in two               |

#### **FINANCIAL BID**

Subject: Tender for "Annual Maintenance Contract" for Gardening Maintenance at India House, DHC Residence and Chancery.

| Name of the Firm  |  |
|---|--|
| Details of authorized representative with contact details |  |

| Α | Garden Maintenance Charges          |
|---|-------------------------------------|
| В | Agency and other charges :          |
|   | Agency's service charges            |
|   | Other charges, if any (Plz specify) |
|   |                                     |
|   | Total of (B)                        |
| С | Material charges                    |
| D | Total monthly charges $(A+B+C) = D$ |
| E | VAT @                               |
| F | Other Taxes/Duties                  |
| G | Grand Total per month $(D+E+F) = G$ |
|   | Total Cost per annum = G X 12       |

#### Note:

- 1. Above rates are final and inclusive of all taxes/duties and material charges. The High Commission shall not be liable to pay any additional charges for providing the enlisted services.
- 2. The monthly wages must not be less than minimum wage as fixed by Government of Sri Lanka.
- 3. A separate sheet must be attached with the Financial Bid bifurcating the details of wages of the workers.

Bidders Signature with official Seal/Stamp