

**BRA/CH/862/01/2022
Embassy of India, Brasilia**

Subject: Maintenance of Green Space in Chancery-cum-residential complex

Terms and Conditions of the Contract

The terms and conditions for Green Space Maintenance under the tender shall be as given below. The letter of 'Award of Work' shall be given to the successful bidder only after signing a contract with the Embassy with these terms and conditions: -

Contract Conditions.

1. The contractor should be capable of, and in possession of all resources required for providing the services enlisted in scope of work at Annexure D.
2. Rates once presented should be final and will not be allowed to change without prior approval.
3. After issue of 'Award of Contract' letter, the contractor will submit full details of all gardeners, labours, equipment and machinery etc. that would be deployed at the Embassy for execution of the work envisaged in the tender document.
4. The contractor will also submit a valid 'Police Clearance Certificate' in respect of all people who would be required to access Embassy premises to work on assignment.
5. The price to be quoted shall be inclusive of taxes and any charges; Embassy will not be liable to pay any charges other than the monthly charges quoted in the tender.
6. The contract can be terminated by the Embassy at any time if the work of the contractor is found to be unsatisfactory, **giving 30 days notice.**

Performance of Duty

1. Gardeners and labours deputed by the contractor shall report to Administration section in the Chancery and mark their attendance at the time of their arrival and departure for official records and information. Failure to report on stipulated time will qualify for penalty as admissible for late reporting.
2. It will be the responsibility of the employees deputed by the Contractor to maintain the garden and green area as specified in the tender document in neat, clean and green condition.
3. All employees to be deputed by the contractor must be well-trained, well-behaved, holding valid ID, and fully conversant with agronomy and horticulture.
4. The contractor shall indemnify the Embassy against any loss, damage or compensation that may arise due to damage to any person or machinery while executing the work under this tender.
5. In case any loss or damage to the existing green space caused due to poor upkeep or by use of faulty fertilizers/manure or any other treatment by gardeners deployed by the contractor, the contractor will be liable to either repair the damage at its own cost, or pay the damage / compensation. For this

purpose, a joint committee comprising of officials from Embassy and Contractor company will be set-up to evaluate the extent of loss, and the decision of the committee shall be binding on both parties.

Penalty

1. Any complaint from the Employer regarding poor upkeep, maintenance, non-availability of requisite accessories or fulfillment of any of the conditions prescribed for green space maintenance would attract a penalty at prescribed rate.
2. For not providing requisite services: Pro-rata daily rate of the contract
3. Misbehavior by the employee of the Contractor: 10% of daily rate per employee.
4. Absence of deputed employee without authorization – Pro-rata daily rate or 50% of daily rate whichever is higher.
5. In case of breach or abandonment of contract, the contractor shall be blacklisted in addition to termination of the contract in question with forfeiture of payment of services already rendered.
6. In the case of dispute or difference arising on any unforeseen circumstances, the same shall be sorted out amicably by both parties with primary consideration to the smooth conduct of services.

Post Contract conditions

1. The contractor will submit the bills to the administration section on a monthly basis.
2. Late submission of the bills shall not generate any extra charges or inconveniences for the Embassy.

Earnest Money Deposit

1. The Earnest Money Deposit of **3%** of the quoted amount in the form of Account Payee Cheque/Banker's Cheque/Demand Draft issued by any reputed Bank drawn in favour of "Embassy of India, Brasilia" has to be submitted along-with the bid. The Account Payee Cheque/Banker's Cheque/Demand Draft must be valid for six (6) months.
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 Embassy in respect of any previous work shall be entertained.
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 EMD shall be forfeited or will render the bidder ineligible to submit bids for contracts with the Embassy of India Brasilia.
4. No claim shall be lie against the Embassy 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.
5. The EMD may be forfeited if the bidder withdraws his/her bids during the period of validity of the bids specified by the bidder in the bid form; or the bidder fails to sign the contract in accordance with the terms of the tender document; or fails to furnish required Performance Security Deposit in accordance with the terms of Tender Documents within the time frame specified by the client; or fails/refuse to honour his own quoted prices for the services or part thereof.

Performance Security

1. The successful bidder has to deposit Performance Security which will be a sum equivalent to **3%** of the accepted contract value in favour of 'Embassy of India, Brasilia', payable at Brasilia in form of account payee Cheque/Bankers Cheque/Demand Draft/Bank Guarantee within fifteen days of the acceptance of the Letter of Award (LoA). Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the service provided (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 (*Format of Performance Security is attached at Annexure-E*).
2. The Performance Security will be forfeited by order of the Competent Authority in Mission in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance or for nonacceptance of the work order. On expiry of the contract, portion of the Performance Security, as may be deemed fit by the Mission sufficient to cover any incorrect or excess payment made on the bills to the firm, shall be retained until the final audit report on the account of SP's bill has been received and examined.
3. If the contractor fails to provided the Performance Security within fifteen days of the acceptance of LoA, such failure shall constitute breach of the contact and the Embassy shall be free to make other arrangements at the risk, cost and expenses of the Contractor.
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 specification, samples or other property belonging to the Embassy, which may have been issued to the SP, for carrying out work stipulated in the contract.

Other Conditions

The Bids should be accordance with the following provision:

1. *Public Procurement Section Order No. P-45021/2/2017-PP(BE-II) dated 16.09.2020.*
2. *Rule 144(xi) in General Financial Rules (GFRs), 2017 which mandates the bidder from a country sharing land border with India to be registered with a competent authority.*

* * * *

