

High Commission of India
Lusaka

No. LUS/ADM/872/08/2021

August 5, 2022

TENDER NOTICE

Sealed bids are invited for Comprehensive Garden Maintenance Services for following properties of High Commission of India, Lusaka with areas and man hours requirement:

Sl. No.	Property details	Garden Area (Acres)	Man Hours required per month
1	Chancery premises at 1, Pandit Nehru Road, Longacres, Lusaka	1.5	180
2	India House premises at 33, Twin Palm Road, Lusaka	0.8	120
3	Residence at 35, Joseph Mwilwa Road, Lusaka	0.5	60
4	Residence at 97, Makishi Road, Lusaka	0.5	60

2. The bidding companies/firms should have the following requirements:

- (i) Having a registration in Zambia,
- (ii) Local representation in Lusaka, Zambia
- (iii) Having minimum of 5 years' experience in gardening services

3. The scope of work includes: maintenance and upkeep of the gardens, flower bed preparation, removal of old dead plants, clearing of weeds, providing and sowing of new seedlings (seasonal and perennial both) and different types of cutting including earth work, providing, spreading, mixing of manure and fertilizers and levelling etc, to prepare and maintain flowers and plant pots with flowers and plants, procuring and spraying of insecticides, pesticides, weedicides on the plants as and when required, removing the waste, pruning/cutting of the trees in the premises, fumigation to prevent insects/mosquitoes in the garden & connected houses and disposal of wastage by pruning, disposal of old leaves/uprooted plants. The bidders, in their bids must mention all the details viz. wages of gardeners, type and cost of plants, seeds, manure etc. The contract shall be initially valid for a period of one year from the date of award. However, it may be extended for a further period of two years (total period not exceeding three years) on year to year basis, subject to the conditions that the service provider has provided satisfactory services and the rates of service and terms and conditions remain same.

4. Documentary evidence of the above qualifications may be submitted along with sealed bids.

5. Enquiry, if any, may please be sent on the mail admn.lusaka@mea.gov.in & hoc.lusaka@mea.gov.in. Enquiries shall be entertained only till 29 August 2022.

6. Site inspection relating to the work can be done on any working day till 29 August 2022 with prior appointment [Tel: +260-211-253066].

7. Interested parties may send their bids/quotations in sealed envelopes to the Head of Chancery, High Commission of India, No.1, Pandit Nehru Road, Longacres, Lusaka, by 29 August 2022 1700

hrs superscribed “Bid for Comprehensive Garden Maintenance Services at High Commission of India, Lusaka” on the cover. The bids received would be opened at 1700 hrs on 29 July 2022, by a Committee of Officers. Interested parties are welcome to send a representative for opening of the bids in the office of the Head of Chancery, High Commission of India, Lusaka.

8. The High Commission of India, Lusaka reserves the right to reject any bid at any stage of the bidding process without assigning any reasons whatsoever.

Section-2: Scope of Work:

Scope of work for Comprehensive Garden Maintenance Services should be defined by providing the details in respect of the total Landscaping area, ensuring the following;

Total area of the Lawn / Landscaping requiring maintenance.

Services required

- Watering of plants, as required
- Flower bed preparation by uprooting the old dead plants, providing and sowing of new seedlings (seasonal and perennial both)
- Different types of cutting including earth work and providing, spreading, mixing of manure & fertilizers and leveling etc.
- To prepare and maintain flowers and plant pots with flowers and plants
- Provide and use fertilizers and manure, as and when required.
- The bidders, in their bids must mention all the details viz. wages of gardeners, type and cost of plants, seeds, manure etc.
- pruning/cutting of the trees in the premises and disposal of wastage by pruning, disposal of old leaves/uprooted plants

Note : 1. Mission may review the above and if need be may add / subtract items in this scope.

High Commission of India
Lusaka

No. LUS/ADM/872/08/2021

5 August 2022

NOTICE INVITING TENDER

High Commission of India, Lusaka invites Tender in Two Bid System from registered and authorized firms/ agencies for Comprehensive Garden Maintenance Services of gardens at following properties of High Commission of India, Lusaka:

Sl. No.	Property details	Garden Area (Acres)	Man Hours required per month
1	Chancery premises at 1, Pandit Nehru Road, Longacres, Lusaka	1.5	180
2	India House premises at 33, Twin Palm Road, Lusaka	0.8	120
3	Residence at 35, Joseph Mwilwa Road, Lusaka	0.5	60
4	Residence at 97, Makishi Road, Lusaka	0.5	60

2. The tender documents can be downloaded free of cost from the websites (<https://www.hcizambia.gov.in/>) from 5 August 2022 10:00 hrs to 29 August 2022 1700 hrs.

3. The interested service providers/firms have to submit the tenders in Two Bid System {i.e (i) Technical Bid and (ii) Financial Bid}. Tenders are to be submitted to High Commission of India, No.1, Pandit Nehru Road, Lusaka. All the necessary documents including those in support of eligibility criteria etc. (except the Financial Bid) are to be submitted along with the Technical bid in a sealed envelope. The Financial Bid will be submitted in a separate sealed envelope. No tender documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances.

4. The Technical Bids will be opened on 29 July 2022 at 1000 hrs by the Committee authorized by the Competent Authority of the Mission. The Financial Bids of only those bidders, whose Technical Bids are accepted, shall be opened by the Committee. The pre-bid site visit for all probable bidders may be conducted between 1000 hrs to 1100 hrs from 5 August 2022 to 29 August 2022 on prior appointment basis to assess the job requirement / quantum of work involved.

5. The Competent Authority reserves the right to reject any or all the bids without assigning any reason and shall be final and binding.

(Sudipta Roy)
(Head of Chancery)

TECHNICAL PROPOSAL SUBMISSION FORM

Dated

To,

Mr. Sudipta Roy
Head of Chancery
High Commission of India
1, Pandit Nehru Road
Lusaka

Letter of Bid

Ref: Invitation for Bid No. LUS/ADM/872/08/2021 dated 5 August 2022

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including any Addendum issued in accordance with Instructions to Bidders.
2. We, in conformity with the Bidding Documents offer to provide Comprehensive Garden Maintenance Services for High Commission of India, Lusaka as per the scope of work defined in this tender.
3. Our bid shall be valid for a period of 120 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 M/s(Name of the bidder) has not been declared ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature by any Govt. agency of the Country.
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,

Authorised Signatory

(Authorised 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

Crucial dates and time for the above tender would be as under:

S. No.	Events	Date	Time
1.	Notice Inviting Tender	5 August 2022	1000 Hrs
2.	Starting Date for site visit	5 August 2022	1000 Hrs – 1100 hrs
3.	Last Date for site visit	29 August 2022	
4.	Starting Date for submission of bids	5 August 2022	1000 Hrs
5.	Last Date for submission of bids	29 August 2022	1700 Hrs
6.	Opening of Technical Bids	29 August 2022	1700 Hrs
7.	Opening of Financial Bids (Only Technically qualified Bidders) Bid stage)	29 August 2022	

Section-1

INSTRUCTIONS TO THE BIDDERS

1. GENERAL INSTRUCTIONS

1.1 High Commission of India, Lusaka invites tender for Comprehensive Garden Maintenance Services for following properties of High Commission of India, Lusaka with areas and man hours requirement:

Sl. No.	Property details	Garden Area (Acres)	Man Hours required per month
1	Chancery premises at 1, Pandit Nehru Road, Longacres, Lusaka	1.5	180
2	India House premises at 33, Twin Palm Road, Lusaka	0.8	120
3	Residence at 35, Joseph Mwilwa Road, Lusaka	0.5	60
4	Residence at 97, Makishi Road, Lusaka	0.5	60

1.2 The details of terms and conditions, schedule of work/specifications and format for technical and financial bid are available in the tender document. The bidders are instructed to go through tender form thoroughly before quoting their rates. The tender documents can be obtained from <https://www.hcizambia.gov.in>.

1.3 The tender submission is liable to be rejected if complete information is not given therein.

1.4 All bidders and/or their representatives, if they so desire, may be present at the opening of the tender (Technical Bid) by the mission at the time and date as specified in the Schedule. Bids received after stipulated date & time shall be not be entertained.

1.5 Price quoted should be in Euro and should be inclusive of all charges. In no case any enhancement in approved rate will be entertained during the currency period for which this tender is being considered.

1.6 The bids shall be submitted in two envelopes i.e. Technical Bids should be sealed in a separate cover while Financial Bids be sealed in other cover and superscribed as "Garden Maintenance Contract at High Commission of India, Lusaka". Format for the technical and financial bids are enclosed in the tender documents.

1.7 The bidders shall give full information with reference to the projects in-hand and shall facilitate inspection of the works executed by them and shall give full assistance and information as may be required in connection with this tender.

1.8 The bidders while submitting their bids, shall enclose self attested Photostat copies of experience, trade license essential for carrying out the activities under reference and all/ any other documents that is needed in support of permission from the Competent Authority for carrying out the activities may be submitted in the Technical bids.

2. MINIMUM ELIGIBILITY CRITERIA

2.1 The following shall be the minimum eligibility criteria for selection of bidders at Technical Bid stage of the bidding process:-

(a) Legally Valid Entity: The Bidder/Bidding Firm shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the relevant Act or a firm having trade license granted by City Corporation to do business in Lusaka, Zambia. The proof for supporting the legal validity of the Bidder/Bidding Firm shall be attached with the bid.

(b) Registration: The Bidder/Bidding Firm must have VAT registration with the concerned authority. The proof in support of the same shall be attached with the bid documents.

(c) Experience: The Bidder shall have experience in gardening services for Embassies /High Commissions /Government Ministries /Departments /Public Sector Companies / reputed corporate organization /multinational companies.

The bidders shall have to provide all documentary proof in support of the above eligible criteria in the form of attested copies of certificates issued by the respective authority, copy of VAT registration certificate, Experience certificates for completed work / ongoing work issued by previous clients. Attested copy of manpower wages in respect of the previous four quarters may be attached with the bid documents.

3. VALIDITY OF BIDS

3.1 Bids shall remain valid and open for acceptance for a period of 120 days from the last date of submission of Bids.

3.2 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.

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

4. PREPARATION OF BIDS

4.1 Language: Bids and all accompanying documents shall be in English only.

4.2 Technical Bid: Technical Bid should be submitted as per the instructions given in this Tender Document along with all required information, documents in support of the minimum eligibility criteria, valid EMD of requisite amount as listed below;

S. No.	Document	Yes/No
1	Contact Details Form (Form-I)	
2	Certified copies of Registration/Incorporation particulars of Company/Firm from appropriate authorities	
3	Certified copies VAT registration	
4	Proof of minimum experience of completion of works of similar nature in any Foreign Embassies /High Commissions /Government Ministries /Departments /Public Sector Companies /reputed corporate organization/ multinational companies.	
5	Power of Attorney/Authorization for signing the bid documents.	
6	Attested copy of manpower wages roll	

4.3 Financial Bid: Bidder shall prepare the financial Bid in the Price Schedule as provided in the Tender Document. Then the Financial Bid shall be sent in a separate sealed envelope along with the bid documents.

5. SUBMISSION OF BIDS

5.1 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 Head of Chancery, High Commission of India, Lusaka. 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 what so ever.

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

ENVELOPE 'A' Tender Documents (Technical bid) ENVELOPE 'B' Financial Bid (Section-3)

Other enclosures as required in this tender.

The envelopes containing "A"& "B" of offers shall be duly superscribed with Name of Work and above Envelopes A and B to be put in another sealed envelope with the name of work written on top.

Technical bids (Envelope A) of successful bidders shall be opened immediately. Technical bids envelopes shall be opened in presence of bidders or their representatives. After evaluation of Technical Bids on site, a list of qualified bidders will be prepared by the Employer. Financial bid (Envelope 'B') shall be open thereafter.

5.2 No Bid shall be accepted after the specified date and time. However the Competent Authority in the High Commission of India, Lusaka, reserves right to extend the date / time for submission of bids, before opening of the Technical Bid.

6. BID OPENING PROCEDURE

6.1 The Technical Bids shall be opened in the office of Head of Chancery, High Commission of India, Lusaka on 14 March 2022 at 1000 Hrs before the Committee constituted by the Competent Authority of High Commission of India, Lusaka in the presence of such bidders, who may wish to be present themselves personally or through their representatives.

6.2 The Financial Bids of only those bidders, who qualify at Technical Bid stage, shall be opened by the Committee authorized for the purpose.

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

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

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

6.6 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 Opening 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.

6.7 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.

7. CLARIFICATION ON TECHNICAL BID EVALUATION.

7.1 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.

7.2 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.

7.3 Client also reserves the right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 2.2.

8 VALIDITY OF CONTRACT

The contract, if awarded, shall be valid for a period of ONE YEAR (01 year), extended annually on year to year basis, for further 02 years [maximum tenure 03 years from the date of start of work initially] 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, High Commission of India, Lusaka 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 black listing etc. solely at the discretion of the competent authority in Mission.

9 PAYMENTS

9.1 After award of work, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to agency appointed for the job on completion of this tendering process.

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

9.3 The Agency shall be paid on a monthly basis for the services rendered in the preceding month. The billing cycle will be the 1st of every month to the last day of the month. The Agency shall submit correct invoice in terms of services provided within 10 days of the succeeding month.

9.4 All payments shall be made in Zambian Kwacha by means of cheque or bank transfer.

9.5 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 Agency, and the amount so deducted shall be deemed to be a payment made to the Agency.

9.6 The payment to the workers in accordance to minimum wages prescribed by the Government of Republic of Zambia along with the statutory compliance Bonus is sole responsibility of the agency. In case of revision in minimum wages by the Government of Republic of Zambia, the same would be absorbed by the agency. Claim for any other escalation shall not be entertained by the Mission.

10 Other Conditions, Force Majeure & Penalty Clause

10.1 The workers so provided should be on the roll of the Agency and their antecedents should be pre-verified by the Police authorities. A copy of the verification of each worker shall be submitted to the Mission before deployment for work at High Commission of India properties.

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

10.3 The Agency should submit precise profile of its key clients along with details of services provided.

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

10.5 In case the Agency fails in adhering to the daily Maintenance Services and Mission requires to make alternative arrangements for the same, then Agency would reimburse the cost of such arrangements.

10.6 The Agency would be fully responsible for all acts of omission or negligence, dishonesty or misconduct of its employees for work at Mission's premises. The Agency would indemnify Mission 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. Mission would not be liable to pay any damages or compensation to such workers or to any third party.

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

10.8 The Mission 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 Mission in this regard shall be final and binding on all.

10.9 Quotation should be valid for four months (120 days) which would be opened by the authorized officers in the presence of representatives of the firms present at the time of opening of the tenders. The client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

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

10.11 The Mission may, by written notice sent to Agency, terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Mission's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.

10.12 The bidder must use modern equipments, latest technical expertise for Comprehensive Garden Maintenance Services, as has been defined in brief scope of work. Machinery, equipment, implements, material and consumables proposed to be used should be clearly indicated. List of equipments owned by the company may also be furnished with the bid.

10.13 The employees of the Agency deployed at Mission's premises should have bank accounts and the company should be ready to provide proof of payment of salary to each employee through these bank accounts. The Agency will have to ensure compliance of all mandatory labour laws/regulations laid down by Local Govt. This will include payment of minimum wages and other benefits like bonus, leave, cost of uniform etc to bidder's each employee will solely be the liability of the bidder only.

10.14 Any wrong or misleading information will lead to disqualification.

10.15 The bidder shall deploy adequate manpower as indicated, machinery and resources to ensure completion of work as per stipulated operational timings. No over timing shall be allowed to the Agency in this regard.

10.16 Should any new areas of work not envisaged as being part of this tender document are added, the prices for the new areas of work shall be mutually agreed upon between the Client and the bidder based on the actual rate analysis or as per the prevailing rates as agreed in this tender document.

10.17 Additional staff required other than specified shall be obtained on pro-rate basis.

10.18 Mission reserves the right to remove any person found unfit.

10.19 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 premises as stated in the eligibility criteria.

Section-2: Scope of Work:

Scope of work for Comprehensive Garden Maintenance Services should be defined by providing the details in respect of the total Landscaping area, ensuring the following;

Total area of the Lawn / Landscaping requiring maintenance. Services required

- Watering of plants, as required
- Flower bed preparation by uprooting the old dead plants, providing and sowing of new seedlings (seasonal and perennial both)
- Different types of cutting including earth work and providing, spreading, mixing of manure & fertilizers and leveling etc.
- To prepare and maintain flowers and plant pots with flowers and plants
- Provide and use fertilizers and manure, as and when required.
- The bidders, in their bids must mention all the details viz. wages of gardeners, type and cost of plants, seeds, manure etc.
- pruning/cutting of the trees in the premises and disposal of wastage by pruning, disposal of old leaves/uprooted plants

Note : 1. Mission may review the above and if need be may add / subtract items in this scope.

Section-3: Financial Bid

No. LUS/ADM/872/08/2021
High Commission of India, Lusaka

FINANCIAL BID

S. No.	Category	Minimum number of work force required	Number of workforce quoted by Bidder	Price per worker/supervisor/manager/material & equipment per month	Total price
(a)	(b)	(c)	(d)	(e)	(d)x(e)
1	Labour charges for all garden maintenance works as defined in Scope of Work	1			
2	Cost of material(Seeds, plants, flower-bulbs, fertilizers, manure etc.	(Lump Sum)			
3	VAT/Other taxes	(as applicable)			
		Total (1+2+3)			

Annual costing for the above items (Monthly value X 12) =

- (i) Payments shall be made by the Client as per the terms and conditions of the Tender Documents,
- (ii) Prices shall be valid for a period of one year.
- (iii) The quoted consolidated monthly amount prices shall be inclusive of all charges and taxes. It shall also include cost of training and uniform etc.

Note:

1. Pricing break up for each of the above mentioned components must be given separately.
2. Separate break ups are necessarily to be submitted for each part of the financial bid. If required, a separate sheet may be attached along with this Summary Sheet mentioning the break up for each type of service. However, the bids shall be decided on the basis of lumpsum cost of all the services (i.e. manpower, consumables, machinery, pest control, plantation etc.).
3. All the cost heads shall be inclusive of all applicable taxes as per Government Legislation. The amount quoted should constitute the landed cost of hiring an external agency towards Comprehensive Garden Maintenance Services in High Commission of India, Lusaka for a period of Twelve Months. All rates shall be quoted for the corrected value into clear Zambian Kwacha.

CHECK LIST

S. No.	Particulars	YES/NO
1	Have you filled and submitted all forms (i) Technical bid, (ii) Financial bid, (iii) Contact detail form and (iv) Checklist?	
2	Have you read and understood various conditions of the Contract and shall abide by them?	
	TECHNICAL BID	
3	Have you enclosed the draft/pay order for EMD?	
4	Legal Valid Entity: Have you attached the certificate issued by competent authority?	
5	VAT Registration Certificate	
6	Experience: Have you attached the attested experience certificates issued by the Organizations / Government Departments?	
7	Have you submitted the proof of authorization to sign on behalf of the bidder in the Technical Bid?	
9	Have your Technical Bid been prepared as per the Requirements of the Tender?	
	FINANCIAL	
10	Have your financial Bid proposal duly filled in as per Instructions?	
11	Have you quoted prices against each of the category, i.e. Manpower, material & equipment?	
12	Have you provided cost break ups for all components in the Financial bid?	
13	Have you attended pre-bid site visit/briefing?	

Note :- The above must be filled, signed and submitted along with the bid.

Signature of the authorized signatory of the Tenderer with seal of the firm/company

Name:.....
 Mob No.
 Date:

Suggested minimum Machinery & Equipment for gardening services

S. No.	Machinery	Qty
1	Wheelbarrow	03
2	Trowel	03
3	Prune Shears	03
4	Lopper	03
5	Weeding knife	03
6	Garden hose	05
7	Fork (Digging, Manure and Spade)	03 each
8	Leaf rake	03
9	Shovel	03
10	Lawn mower	03

CONTACT DETAILS FORM

GENERAL DETAILS OF BIDDER

1. NAME OF THE COMPANY.....
2. NAME AND DESIGNATION OF AUTHORISED REPRESENTATIVE.....
3. COMMUNICATION ADDRESS
4. PHONE NO./MOBILE NO.
5. FAX / E-MAIL address

PARTICULAR DETAILS OF THE BIDDER'S REPRESENTATIVE

1. NAME OF THE CONTACT PERSON
2. DESIGNATION
3. PHONE No.
4. MOBILE No.
5. E-MAIL address

Contract Agreement

CONTRACT/AGREEMENT NO

DATED.....

THIS AGREEMENT is made onbetween High Commission of India, Lusaka (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 1, Pandit Nehru Road, Lusaka.

AND M/s..... having its registered office at..... (Hereinafter referred to as "the Agency") 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 5 August 2022 for providing Comprehensive Garden Maintenance Services required at following properties of High Commission of India, Lusaka under Tender No. LUS/ADM/872/08/2021 dated 5 August 2022:

Sl. No.	Property details	Garden Area (Acres)	Man Hours required per month
1	Chancery premises at 1, Pandit Nehru Road, Longacres, Lusaka	1.5	180
2	India House premises at 33, Twin Palm Road, Lusaka	0.8	120
3	Residence at 35, Joseph Mwilwa Road, Lusaka	0.5	60
4	Residence at 97, Makishi Road, Lusaka	0.5	60

AND WHEREAS the Agency 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 Agency") pursuant to the bidding process and negotiation of contract prices, awarded the Letter of Acceptance (LoA) No....., to the Agency on.....for a total sum of.....[Euro.....Only] for providing required by the Client.

AND WHEREAS the Client desires that the Comprehensive Garden Maintenance Services (as defined in the Bidding Document) be provided, performed, executed and completed by the Agency, and wishes to appoint the Agency for carrying out such services.

AND WHEREAS the Agency acknowledges that the Client shall enter into contracts with other contractors / parties for the housekeeping services of its premises in case it 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 Agency as parties of competent capacity and equal standing.

AND WHEREAS the Agency has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing housekeeping services in the

AND WHEREAS the terms and conditions of this Contract have been fully negotiated between the Client and the Agency as parties of competent capacity and equal standing.

AND WHEREAS the Agency 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 Agency shall be responsible for payment of VAT/other taxes. 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 Agency 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 Acceptance (LoA) issued by the Client; Notice to Proceed (NTP) issued by the Client; The complete Bid, as submitted by the Agency; 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.

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 Paris 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 Agency

Signed on Behalf of
High Commission of India, Lusaka

(Authorised Signatory)

(Authorised Signatory)