

**No. Abu/Admn/872/6/2023
Embassy of India
Abu Dhabi**

www.indembassyuae.gov.in

Date: 13.12.2023

Notice Inviting Tender for hiring of Gardner for maintenance of Garden Area in the Embassy Residence and Chancery area at Embassy of India, Abu Dhabi

**Tender No.: No. Abu/Admn/872/6/2023
Last date for submission of bids: 02.01.2024**

No. Abu/Admn/872/6/2023
Embassy of India,
Abu Dhabi

NOTICE INVITING TENDER

Embassy of India, Abu Dhabi invites Tender under two bid system from registered and authorized firms/ agencies for providing Gardening services at the Embassy Residence and Chancery area at Embassy of India, Abu Dhabi as per details given in the tender documents.

2. The tender documents can be downloaded from the websites <http://www.eprocure.gov.in> , <http://www.indembassyuae.gov.in> and www.mea.gov.in from 13.12.2023 to 02.01.2024.

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 Head of Chancery, Embassy of India, Abu Dhabi. 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 Earnest Money Deposit (EMD) of **AED 3000/- (Dirham Three Thousand only)** in the form of Cheque/Account Payee Demand Draft/Pay Order drawn in favour of “**Embassy of India, Abu Dhabi**” is required to be submitted along with tender bids. Bids shall not be considered in case the EMD is not submitted and would be rejected summarily.

5. The bidders if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the stipulated deadline, they will be suspended for a specified time period from being eligible to submit bids for contracts with the Embassy of India.

6. The Technical Bids will be opened on 03.01.2024 at 1500 hrs by the Committee authorized by the Competent Authority of **Embassy of India, Abu Dhabi**. The financial bids of only those bidders, whose Technical Bids are accepted, shall be opened by the Committee authorized for the purpose. The pre-bid site visit may be conducted from 13.12.2023 to 02.01.2024 from 1100 hrs to 1600 hrs on prior appointment basis to assess the job requirement / quantum of work involved (Ramesh Kumar Vij, Second Secretary, Mob:0569904236).

7. The Competent Authority reserves the right to reject any or all the bids without assigning any reason and the decision of the competent authority of the Mission shall be final and binding.

Sd/-
(Dhruv Mishra)
Head of Chancery

TECHNICAL PROPOSAL SUBMISSION FORM

LETTER OF BID

Dated:, 2023

To,
The Head of Chancery,
Embassy of India,
Plot No. 10, Sector W-59/02,
Diplomatic Area, Embassies District,
Abu Dhabi

Ref: Invitation for Bid No. Abu/Admn/872/6/2023 Dated: 13.12.2023

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 providing gardening services at the Embassy Residence and Chancery area at Embassy of India, Abu Dhabi.

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 may be 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,
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

Sl. No.	Events	Date
1	Notice Inviting Tender	13.12.2023
2	Site visit (with prior appointment)	13.12.2023 to 02.01.2024
3	Pre-bid meeting	26.12.2023
4	Last date of Tender Submission	02.01.2024
5	Opening of Technical Bids	03.01.2024

Section-1: INSTRUCTIONS TO THE BIDDERS

1. GENERAL INSTRUCTIONS

- 1.1 For the Bidding / Tender Document Purposes, the Embassy of India, Abu Dhabi, 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 documents can be downloaded from the websites <http://www.indembassyuae.gov.in>, <http://www.eprocure.gov.in> and www.mea.gov.in from 13.12.2023 onwards. The last date of submission of bids is 02.01.2024 till 1600 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 with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are liable to be rejected.
- 1.6 The bidding company may be a Limited / Private Limited/ Company registered under the relevant Acts. Bidding in the form of JV Consortium is not permitted.
- 1.7 Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority.
- 1.8 If the bidder withdraw or modify its bid during the period of validity, or if it is awarded the contract and it fail to sign the contract, or to submit a performance security before the stipulated deadline, it will be suspended for a specified time period from being eligible to submit bids for contracts with the Embassy of India, Abu Dhabi.
- 1.9 The parties to the Contract/Agreement shall be the successful bidder (to whom the work has been awarded) and the Client, Embassy of India, Abu Dhabi.
- 1.10 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 sent by registered post with acknowledgment due to the Embassy of India, Abu Dhabi. The bidder shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner.

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 Abu Dhabi. The proof for supporting the legal validity of the Bidder/Bidding Firm shall be attached with the bid.
- (b) The firm should have relevant license like labour license, etc. for the purpose of taking up horticulture/gardening work in Abu Dhabi
- (c) 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.
- (d) The firm must have a certificate of incorporation.
- (e) Experience: The prospective bidder must have qualified and experienced personnel in horticulture to undertake the gardening work professionally. The prospective bidder must be able to deploy one dedicated Horticulturist at the site with minimum qualification of Diploma/Degree in Agriculture/Horticulture or equivalent and three years experience of same field. Proof of personnel with qualification and experience to be furnished. The Bidder should have experience of providing horticulture/gardening services to Embassies /High Commissions/ Government Ministries /Departments /Public Sector Companies /5-star hotels/reputed corporate organization /multinational companies, during the last three years.
- (f) Firm must be equipped with requisite machine/tools to carry out the work.

2.2 Attested copies of documents issued by respective authorities, supporting the Minimum Eligibility Criteria mentioned at 2.1 (a) to (d), must be submitted along with the technical bid. Attested copy of manpower wages roll in support of available manpower in respect of the previous four quarters shall also be attached with the bid documents.

3. EARNEST MONEY DEPOSIT

3.1 The Earnest Money Deposit of **AED 3000/- (Dirham Three Thousand only)** in the form of account Cheque/Payee Demand Draft/Pay Order issued by any reputed Bank drawn in favour of Embassy of India, Abu Dhabi has to be submitted along-with the bid. The validity of the Demand Draft/Pay Order must be up to 6 (six) months.

- 3.2 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.
- 3.3 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.
- 3.4 The bids without Earnest Money Deposit shall be summarily rejected.
- 3.5 If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.
- 3.6 No claim shall lie against the Mission 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.
- 3.7 The bid security may be forfeited:
 - (i) If the bidder withdraws his bid during the period of validity of the bids specified by the bidder in the bid form; or
 - (ii) In case of successful bidder, if the bidder
 - (a) fails to sign the contract in accordance with the terms of the tender document;
 - (b) fails to furnish required Performance Security Deposit in accordance with the terms of Tender Documents within the time frame specified by the client; or
 - (c) Fails or refuses to honour his own quoted prices for the services or part thereof.

4. **VALIDITY OF BIDS**

- 4.1 Bids shall remain valid and open for acceptance for a period of 60 days from the last date of submission of Bids.
- 4.2 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.
- 4.3 The client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.
- 4.4 PRE-BID MEETING/SITE VISIT: A pre-bid meeting will be held on 26.12.2023 at 1000hrs in the Conference Room of Head of Chancery. Bidders may also undertake site visit for visualization and better understanding of the quantum of work as per the time mentioned after fixing a prior appointment.

5. **PREPARATION OF BIDS**

- 5.1 Language: Bids and all accompanying documents shall be in English only.
- 5.2 **Technical Bid**: Technical Bid should be prepared as per the instructions given in the Tender Documents along with all required information, documents in support of the minimum eligibility criteria, valid EMD of requisite amount. 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. Earnest Money Deposit of AED 3000/-.
- d. All attested supporting document in proof of having fully adhered to minimum eligibility criteria as referred in Section-2 above shall be attached with the technical bid.

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

6. SUBMISSION OF BIDS

6.1 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, Plot No. 10, Sector W-59/02, Diplomatic Area, Embassies District, Abu Dhabi by 02.01.2024 at 1600 hours. 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 with one set copy as described below:

ENVELOPE 'A'	Earnest Money Deposit (EMD)
ENVELOPE 'B'	Tender Documents (Technical bid)
ENVELOPE 'C'	Financial Bid (Section-3)

Other enclosures as required in this tender.

The envelopes containing "A", "B" & "C" of offers shall be duly superscribed with Name of Work and above Envelopes A, B, and C to be put in another sealed envelope with the name of work written on top. The envelope "A" containing EMD shall be opened first. Bidders who have submitted valid EMD as mentioned shall be considered successful for opening of Technical Bids. Technical bids (Envelope B) of successful bidders shall be opened immediately. After evaluation of Technical Bids on site, a list of qualified bidders will be prepared by the Client. Opening of financial bid (Envelope 'C') will be undertaken thereafter.

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

7. BID OPENING PROCEDURE

7.1 The Technical Bids shall be opened in the office of Head of Chancery, Embassy of India, Abu Dhabi on 03.01.2024 at 1500 hrs before the Committee constituted by the Competent Authority of the Embassy of India.

- 7.2 The Financial Bids of only those bidders, who qualify at Technical Bid stage, shall be opened by the Committee authorized for the purpose.
- 7.3 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.
- 7.4 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.
- 7.5 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, the time remaining unaltered.

8. CLARIFICATION ON TECHNICAL BID EVALUATION.

- 8.1 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.
- 8.2 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.
- 8.3 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.

9 PERFORMANCE SECURITY (PS):

- 9.1 The successful bidder has to deposit Performance Security which will be a sum equivalent to 5% of the accepted contract value in favour of Embassy of India, Abu Dhabi, payable at Abu Dhabi in form of Demand Draft / Pay Order, within fifteen days of the acceptance of the LoA. Performance Security should remain valid for a period of sixty 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.
- 9.2 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 non-acceptance 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 payments 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.

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

9.4 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.

10 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 black listing etc. solely at the discretion of the competent authority in Mission.

11 PAYMENTS

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

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

11.3 The Contractor 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 Contractor shall submit correct invoice in terms of quality and commercial aspects within 10 days of the succeeding month and payment shall be released within 30 days of submission of acceptable invoices.

11.4 All payments shall be made in AED by means of crossed cheques.

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

- 11.6 The payment to the workers in accordance to minimum wages prescribed by the Government of UAE along with the statutory compliance Bonus is sole responsibility of the SP. In case of revision in minimum wages by the Govt of UAE, the same would be absorbed by the Mission. Claim for any other escalation shall not be entertained by the Embassy.
- 11.7 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.

12 Other Conditions, Force Majeure & Penalty Clause

- 12.1 The gardeners/workers provided by the Contractor should be on the roll of the Company and their antecedents should be pre-verified by the Police authorities. A copy of the verification of each worker shall be submitted to the Embassy of India before deployment for work at the premises.
- 12.2 The bidder must have satisfactory arrangements for training of its workers. Confirmation in this regard is to be given.
- 12.3 The Company should submit precise profile of its key clients along with details of services provided.
- 12.4 If any gardener/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.
- 12.5 In case the Contractor fails in adhering to the daily gardening requirements at the premises, and Mission has to make alternative arrangements for gardening, then the Contractor would reimburse the cost of such arrangements.
- 12.6 The Contractor shall be fully responsible for all acts of omission or negligence, dishonesty or misconduct of its employees for work at the premises. The Contractor 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 gardeners/workers or to any third party.
- 12.7 In case of any complaint, either as regards the nature of service or as regards the behavior of gardeners/workers on duty or otherwise, the Contractor would be intimated and would be required to take corrective measures promptly.
- 12.8 Embassy of India 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 Embassy of India in this regard shall be final and binding on all.
- 12.9 Quotation should be valid for six months (180 days) which would be opened by the authorized officers of Embassy.

- 12.10 Embassy of India reserves its right to revoke the contract at any time, if the services rendered are not found satisfactory during the period of the contract.
- 12.11 The Embassy of India, by written notice sent to the Contractor, 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 Embassy's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.
- 12.12 The bidder must have modern equipments, latest technical expertise for maintenance of gardens, lawns and related facilities, as has been defined in brief scope of work in Section 2 of this document. 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.
- 12.13 The bidder will have to ensure compliance of all mandatory labour laws/regulations laid down by Govt. of UAE. 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.
- 12.14 Any wrong or misleading information will lead to disqualification.
- 12.15 The bidder shall deploy adequate manpower, machinery and resources to ensure completion of work as per stipulated operational timings. No over timing shall be allowed to the Contractor in this regard.
- 12.16 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 Contractor based on the actual rate analysis or as per the prevailing rates as agreed in this tender document.
- 12.17 Additional staff required other than specified shall be obtained on pro-rata basis.
- 12.18 Mission reserves the right to remove any person found unfit.
- 12.19 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 premises as stated in the eligibility criteria.
- 12.20 Transport for pick up and drop will be the responsibility of the company.
- 12.21 Only Gardener of Indian nationality or from friendly countries should be deployed. Embassy reserves the right to accept or reject any Gardener.

Section-2: Scope of Work:

1. Daily visit by gardener(s) for 2 hours each at Embassy Residence and Chancery respectively.
2. Cleaning the garden area and disposal of waste.
3. Trimming and pruning of plants as per seasonal demand and disposal of waste.
4. Daily watering of plants.
5. Compost and fertilizer application as required as per seasonal demand.
6. Manual weeding of the landscape and dispose waste.
7. Required tools for maintenance, including watering and cleaning .

Exclusions:

-Payment for purchase of seeds, plants, fertilizers, pesticides etc. is not included in the tender. It shall be done separately by the Embassy of India.

Section-3: Financial Bid

**No. Abu/Admn/872/6/2023
Embassy of India
Abu Dhabi**

FINANCIAL BID

S.No.	Manpower required	No. of hours per day	Rate per hour	VAT
1	Gardener(s)	4 hours		
		Total		

CHECK LIST**Annexure-I**

Sl. 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 of AED 3000/- as 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 5 year experience certificates issued by the Organizations / Government Department?	
7	Have you submitted the proof of authorization to sign on behalf of the bidder in the Technical Bid?	
8	Has your Technical Bid been prepared as per the requirements of the Tender?	
	FINANCIAL BID	
9	Has your financial Bid proposal duly filled in as per instructions?	
10	Have you quoted prices against each of the category, i.e. Manpower, agency fee, taxes, etc?	
11	Have you provided cost break ups for all components in the Financial bid?	
12	Have you attended pre-bid site visit/briefing?	
13	Have you enclosed the company profile?	

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: _____

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 I.D,

PARTICULAR DETAILS OF THE BIDDER'S REPRESENTATIVE

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

CONTRACT/AGREEMENT NO

DATED.....

THIS AGREEMENT is made on between Embassy of India

Abu Dhabi (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 **Embassy of India, Abu Dhabi**

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 services required at **Embassy Residence and Chancery area at Embassy of India, Abu Dhabi**" under Tender No. Abu/Admn/872/6/2023 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 Acceptance (LoA) No....., to the Contractor on.....for a total sum of.....[AED.....Only] for providing Gardening services required at **Embassy Residence and Chancery area at Embassy of India, Abu Dhabi**

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

AND WHEREAS the Contractor acknowledges that the Client shall enter into contracts with other contractors / parties for the gardening 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 services in the Client's premises, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.

AND WHEREAS the Contractor shall be responsible for payment of Service Tax with Central Excise and Taxation Department. The documentary proof of the same must be submitted within one month of payment of particular bill for the amount of Service Tax Charged in the said bill.

AND WHEREAS the Client and the Contractor agree as follows:

In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement. (This Agreement shall prevail over all other Contract documents) :-

The Letter of Acceptance (LoA) issued by the Client; Notice to Proceed (NTP) issued by the Client;
The complete Bid, as submitted by the Contractor; 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 UAE. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.

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

Signed on behalf of the Contractor

Signed on Behalf of
Embassy of India

(Authorised Signatory)

(Authorised Signatory)