



सत्यमेव जयते

Tender for Gardening services at Embassy of India, Athens Greece

TENDER NO. ATH/ADM/872/01/2023

Dated: 29/09/2023

Last date for submission of bid: 29/10/2023

{Embassy of India, 3, Kleanthous Street, Athens 10674}

No. ATH/ADM/872/01/2023
Embassy of India,
Athens

NOTICE INVITING TENDER

Embassy of India, Athens invites sealed quotations from eligible (registered and authorized) firms/agencies for providing Gardening services at 3, Kleanthous Street, Athens 10674, as per details given in the tender documents.

2. The interested firms/service agencies should submit the bids in two separate sealed covers, superscribed as “Technical Bid” and “Financial Bid”. Both sealed covers should be put in a separate single envelope superscribed as “Tender No. ATH/ADMN/872/01/2023 for Gardening services at Embassy of India, Athens and addressed to – **Head of Chancery, 3, Kleanthous Street, Athens 10674 (See Annexure 1 for format)**. The tender document will also be available for download on the Embassy’s website – <https://www.Indiaingreece.gov.in/>,
3. The refundable **Earnest Money Deposit (EMD)** of **Euro 1000.00** in the form of Bank Guarantee drawn in favour of “Embassy of India, Athens” is required to be submitted separately along with the envelope with the tender bids. Bids not accompanied by the EMD will not be accepted by the Embassy. The Earnest Money Deposit shall be refunded upon conclusion of the bidding process and appointment of the successful Bidder by the Embassy.
4. The Technical Bids will be opened on **30/10/2023 at 1500 Hrs.** by the *Technical Evaluation Committee (TEC) constituted by the Embassy of India*. The financial bids of only those bidders, whose Technical Bids are found responsive, shall be opened subsequently **on 30/10/2023 at 1600 Hrs.** by the Committee authorized for this purpose.
5. Bidders may conduct pre-bid site survey (i.e. at 3, Kleanthous Street, Athens 10674) any time between 30/09/2023 (only during working days from 0830 Hrs to 1700 Hrs.) to 29/10/2023 with prior appointment. Requests for appointment may be made to Head of

Chancery, Embassy of India, Athens at: +30 210 7215070, Mobile - +30-6936103443 or through e-mail to: hoc.athens@mea.gov.in.

6. If a Bidder qualifies in the Technical Bid but quotes Nil charges/consideration in the Financial Bid, the bid submitted shall be deemed as Technically unresponsive and will not be considered thereafter.
7. A successful Bidder will have to commit to provide a refundable Performance Security Deposit of **Euro 2000.00** that shall be valid for the period of the contract that shall be signed, and shall lapse upon the conclusion of the term of the contract.
8. The Embassy of India, Athens reserves the right to reject any or all of the bids or cancel the tender, without assigning any reason and the decision shall be final and binding.

Athens

29/09/2023

DATES TO REMEMBER

Events	Date
Notice Inviting Tender	29/09/2023
Starting date of Tender submission	29/09/2023
Site visit	29/09/2023
Last date of Tender Submission	29/10/2023 at 1700 hrs.
Opening of Technical Bids	30/10/2023 at 1500 hrs.
Opening of Financial Bids (of only those who qualify in the minimum eligibility criteria)	30/10/2023 at 1600 hrs.

1. GENERAL INSTRUCTIONS

- 1.1 For the purpose of the Tender Document the Embassy of India, Athens shall be referred to as "Client" and the Bidder shall be referred to as the Contractor, both terms to mean equal and the same, and to be used interchangeably.

- 1.2 The tender document can be downloaded from the website of <http://www.eprocure.gov.in> or Embassy of India's website <https://www.indiaingreece.gov.in/> from 29/09/2023 onwards.
- 1.3 While all efforts have been made to avoid errors in the drafting of the tender document and its annexures, the Bidder is advised to check the same carefully. No claims arising on account of any errors detected in the tender documents or annexures shall be entertained.
- 1.4 The Bidder shall submit the copy of the authorization letter/power of attorney as proof of authorization for signing on behalf of the Bidding company/agency at the time of submitting the Technical Bid document to the Embassy. In other words, the letter of authorization or power of attorney or any other document may be placed in the envelope of the Technical Bid as one of the supporting documents.
- 1.5 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from conditions or stipulations specified in the bid documents or not meeting the minimum eligibility criteria or Technical Bids not accompanied by EMD of the requisite amount/format or deviation from any other requirement specified in the tender document is liable to rejection of the bid at any stage of the bidding process.
- 1.6 The parties to the Contract/Agreement to be signed (See **Annexure 2**) shall be the successful Bidder/Contractor (to whom the work has been awarded) and the Client i.e. Embassy of India, Athens.
- 1.7 For all purposes of the Contract including arbitration there under the address of the bidder as mentioned in the initial bid document shall be treated as final unless the Bidder notifies any change of address by a separate letter handed over personally/courier to the Mission and duly acknowledged. The bidder shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner.
-

1.8 The bidder should visit the site to assess the quantum of work involved before submitting the tender. Once the tender is submitted it will be presumed that the bidder has seen and understood the complete work involved.

2. **Scope of Work:**

2.1. The Mission intends to sign a contract of **Two Year validity**, extendable for a further period of one year at the same terms and conditions with mutual consent, for provision of on-site Gardening Services including those specified in the section on the scope of work required to be undertaken.

2.2 The contractor will be required to provide gardening services at the chancery building. Gardening services **should include but will not be limited to** regular cutting of grass; edging of sidewalks, driveways and curbs, trimming of grass around trees, shrubs, cultivated areas, sprinkler heads, valves, fences, building, poles and structures, prevention of growth of weeds into lawn and landscapes, pruning of shrubs, hedges, bushes, vines, ground cover, flowers, etc.; regular watering of plants, lawns, shrubs, trees at regular intervals, administration of appropriate fertilizers and compost for proper growth of plants and trees; pest control; removal and disposal of debris viz., dead plants, flowers, shrubs, paper, trash, etc.

2.3 The contractor will be required to provide gardening services to ensure adequate personnel for maintaining garden services at the chancery building. For a detailed elaboration of the Client's expected scope of work, may see at Annexure-5.

2.4 Purchase and supply of all required gardening material/equipment for providing gardening services at the premises. All material/equipment should be of good quality. The Contractor will prepare and maintain a Grounds Maintenance Plan which will show the method, frequencies, and dates of grass cutting, hedging, trimming, weeding, and turf repair, etc.

3. **MINIMUM ELIGIBILITY CRITERIA FOR FIRMS DESIROUS OF SUBMITTING BIDS**

3.1 Well established firms/agencies with a minimum of 5 years of experience in the field of providing gardening services for Diplomatic Missions/International Organizations/Multinational Companies and/or prominent Greek companies may apply, with a proven record of providing quality gardening services.

3.2 Firms must provide proof of registration with local authorities, and/or regulator, and/or Government authorities as a registered gardening services Contractor.

3.3 The interested firms/agencies should be able to provide at least two User Satisfaction certificates from other organizations or other proof of customer satisfaction.

3.4 The interest firms/agencies will be required to show proof of the scale of existing operations of gardening services provided including, but not limited to, business turnover and number of permanent personnel being employed .

4. EARNEST MONEY DEPOSIT

4.1 At the time of submitting a bid the Bidder will have to provide an Earnest Money Deposit (EMD) (refundable) of **Euro 1000.00** through a Bank Guarantee issued by any reputed Bank, drawn in favour of Embassy of India, Athens. The Bank Guarantee will be valid till 120 days from the last date of submission of bids. The EMD / Bank Guarantee must be handed over along with the Envelope containing the Technical and Financial Bids. Bids without the accompanying Earnest Money Deposit will not be accepted.

4.2 No request for transfer of any previous deposit of EMD or Performance Security Deposit or adjustment against any pending bill held by the Client in respect of any previous work shall be entertained.

4.3 Bidders shall not be permitted to withdraw their offers or modify the terms and conditions thereof after submission of their bids. In case the bidder fails to observe and comply with these stipulations, or backs out after quoting the rates the Earnest Money Deposit shall be forfeited.

- 4.4 The bids without Earnest Money Deposit (EMD) will be summarily rejected.
- 4.5 No claim shall lie against the Client in respect of erosion of value or interest on the amount of EMD.
- 4.6 The EMD 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.

5. **VALIDITY OF BIDS**

- 5.1 Bids shall remain valid and open for acceptance for a period of 120 days from the last date of submission of Bids.
- 5.2 In case, client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- 5.3 Interested firms/service providing agencies may visit the site for visualization and better understanding of the quantum of work after fixing a prior appointment which
-

can be requested from Head of Chancery, Embassy of India, Athens at: +30 210 7215070, Mob- +30-6936103443 or through e-mail at hoc.athens@mea.gov.in

6 **PREPARATION OF BIDS**

- 6.1 **Language:** Bids and all accompanying documents shall be in **English**. The Technical as well as the Financial bids should be submitted in two sets – one original and one copy.
- 6.2 **Earnest Money Deposit:** Earnest Money Deposit of **Euro 1000.00** in the form of Bank Guarantee to be submitted separately but along with the Envelope containing the Bid Documents (i.e. Technical Bid and Financial Bid).
- 6.3 **Technical Bid:** Technical Bid should be submitted in a Sealed Envelope superscribed “Technical Bid-*company’s name*”. The Technical Bid document should be prepared in such a manner that clearly demonstrates ability to fulfil the Scope of Work specified by the Client, as also demonstrate proof of the Bidder having satisfied the Minimum Eligibility Criteria as specified. The Technical Bid envelope should contain:
- a. Technical Bid Submission Form duly signed and printed on Company's letterhead showing response to the required Scope of Work and having met Minimum Eligibility Criteria.
 - b. All supporting documents in proof of having fully adhered to minimum eligibility criteria as referred above.
 - c. Contact details of the authorized signatory of the Technical Bid.
 - d. Power of Attorney, letter or any other document clarifying status of signatory of the Bid document.
- 6.4 **Financial Bid:** Bidder shall prepare the Financial Bid in the format provided in the Tender Document (**Annexure 3**). Financial Bid shall be put in a separate sealed envelope superscribed as “**Financial Bid – companies name**”.
-

7. SUBMISSION OF BIDS

- 7.1 The Bidding firms have to submit the tenders in two bid system i.e through a (i) Technical Bid and (ii) Financial Bid document that is put in a single envelope addressed to **Head of Chancery, Embassy of India, Athens No. 3 Kleanthous Street, 10674 Athens**. Please note that the Technical Bid must contain documents and supporting evidence to show that the Bidder is in a position to respond to the Scope of Work and meets the Minimum Eligibility Criteria. No Bid document will be accepted after the stipulated date.
- 7.2 However, the Embassy of India reserves the right to extend the date and time for submission of bids before the opening of the Technical Bids.

8. BID OPENING PROCEDURE

- 8.1 The Technical Bids shall be opened at 1500 hrs. on 30/10/2023 at the **Chancery of the Embassy of India Athens, No. 3 Kleanthous Street, 10674 Athens** in the presence of bidders or their representatives and the constituted Tender Evaluation Committee (TEC).
- 8.2 Technical Bids can be declared as valid or invalid based on preliminary scrutiny by the Committee at the time of opening of the Technical Bid. However, the Committee may also make such a determination at a subsequent time before the opening of the Financial Bid .
- 8.3 Absence of bidder or their representative shall not impair the legality of the opening of the Technical Bid.
- 8.4 While the date of the opening of Financial Bid shall be communicated to the short-listed candidates in advance, presence of the representatives of the company shall not be required.

9. CLARIFICATION ON TECHNICAL BID EVALUATION.

- 9.1 The Technical Bids shall be evaluated based on the available documents submitted by the bidder, as also the assessment of the Committee. To assist in the evaluation of a Bid 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 and will not serve as an amendment to the original Bid. The client's request for clarification and the response shall be in writing.
- 9.2 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.

10. PERFORMANCE SECURITY (PS):

- 10.1 A successful bidder will be informed that its bid has been accepted through a Letter of Award to be issued by the Embassy of India (see **Annexure 4**).
- 10.2 The successful bidder has to deposit a Performance Security of **Euro 2000.00** in favour of "**Embassy of India, Athens**", Address: **No. 3 Kleanthous Street, 10674 Athens** in the form of Bank Guarantee within fifteen days of the acceptance of the Letter of Award. Performance Security should remain valid for a period of thirty days (30 days) beyond the date of completion of all contractual obligations of the Contractor.
- 10.3 The Performance Security will be forfeited in the event of any breach or negligence or non-observance of any terms and conditions of the contract or for unsatisfactory performance of the contract.
- 10.4 If the Contractor fails to provide the necessary Performance Security within fifteen days of the acceptance of the Letter of Award, such a failure shall constitute a breach of contract and the Client shall be free to make other arrangements. The Contractor will also forfeit the EMD.
-

10.5 On due performance and completion of the contract in all respects, the Performance Security will be returned to the Contractor without any interest and upon presentation of a “No Demand Certificate” by the Contractor.

11. VALIDITY OF CONTRACT

11.1 A successful bidder/Contractor shall enter into a contract valid for TWO YEARS (02 YEARS). The contract may be extended for an additional year by mutual consent on the same terms and conditions including rates/charges etc. **(Annexure 2)**.

11.2 In case of breach of contract or in the event of not fulfilling statutory requirements the Client shall have the right to terminate the contract. Any breach of contract will automatically lead to forfeiture of the Performance Security amount.

12. CONTRACT / PAYMENTS

12.1 A successful bidder shall sign a Contract agreement with the Client clearly specifying services to be delivered and payment schedule. A price schedule shall be annexed to the Articles of the Contract. **(Annexure 2)**.

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

12.3 All payments shall be made in Euros by means of bank transfer.

12.4 The Client shall be entitled to deduct, in accordance with the applicable law, Income tax, withholding tax or any other deduction (as the case may be) from payments to the Contractor and the amount so deducted shall be deemed to be payments to the Contractor under the contract agreement.

12.5 Payments to workers employed by the Contractor in accordance to minimum wage laws or other statutory requirements, is the sole responsibility of the Contractor. Re-

vision of minimum wages by the local Government or any other change in statutory employment regulations imposed by the local Government shall not be a basis for any additional financial claims by the Contractor on the client or for a change in the agreed price schedule under the Contract.

12.6 No request for revision/ increase of approved rates during the currency of the contract will be entertained.

12.7 No payment shall be made in advance nor will any loan from any bank or financial institution be recommended on the basis of the order of Award of work.

13. **OTHER CONDITIONS, FORCE MAJEURE & PENALTY CLAUSE**

13.1 The workers so provided should be on the roll of the Company.

13.2 The bidder must have satisfactory arrangements for training of its workers.

13.3 The bidder should submit precise profile of its key clients along with details of services provided.

13.4 The Contractor (i.e. successful bidder) would be fully responsible for all acts of omission or negligence, dishonesty or misconduct of its employees for work at Mission's/ Post's premises. The Contractor would indemnify Client against any compensation/claim and damages etc. due to accident or injury to its employees or death due to accident or otherwise, which may arise out of and during the course of their duties. Client would not be liable to pay any damages or compensation to such gardener (s) or to any third party.

13.5 In case of any complaint, either as regards the nature of service or as regards the behavior of gardener(s) on duty or otherwise, Contractor would be intimated and would be required to take corrective measures promptly.

- 13.6 In the event of a serious breach of Contract the Client shall reserve its right to revoke the contract with immediate effect.
- 13.7 The bidder would be responsible for all mandatory compliance for social, safety and environmental issues related to the performance of the Contractor at the Embassy of India, Athens, as stated in the eligibility criteria.

LETTER OF BID

To,

**The Head of Chancery (HOC)
Embassy of India
3, Kleanthous Street
Athens 10674**

Ref: Invitation for Bid No. ATH/ADM/872/01/2023 for Annual Maintenance Contract for gardening services at Embassy of India, 3, Kleanthous Street, Athens 10674.

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 the services in conformity with the instructions contained therein in the Bidding Documents published by the Embassy of India, Athens.
 3. Our bid shall be valid for a period of **120 days** from the date fixed for the bid submission deadline of 29/10/2023 and shall remain binding upon us and will 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 for the duration of the contract.
 5. We also declare that the Government of India or any other Government body has not declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
-

6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,

Authorized Signatory

(Authorized person shall attach a copy of Authorization for signing on behalf of Bidding Company)

Full Name and Designation

(To be printed on Bidder's letterhead)

Contract Agreement

THIS AGREEMENT is made onbetween Embassy of India, Athens, 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 3, Kleanthous Street, Athens 10674,

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) on the other part, for providing gardening services at the Embassy of India, 3, Kleanthous Street, Athens 10674.

NOW THIS AGREEMENT WITNESSTH as follows:

WHEREAS the Client invited bids through open tender, vide Notice Inviting Tender No. ATH/ADM/872/01/2023 dated 29/09/2023 for gardening services at Embassy of India, 3, Kleanthous Street, Athens 10674.

AND WHEREAS the Contractor submitted his bid in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services to the Client

AND WHEREAS the Client has selected M/s as the successful bidder ("the Contractor") pursuant to the bidding process and negotiation of contract prices, awarded the Letter of Award (LoA) No., to the Contractor on.....for a total sum

of...../per month/quarter/semester for providing gardening services required at Embassy of India, 3, Kleanthous Street, Athens 10674.

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 at the monthly/quarterly charges of _____ inclusive of all applicable taxes for an initial period of two years from _____ to _____, extendable for further period of one year by mutual consent at the same rates and terms & conditions.

AND WHEREAS the Contractor acknowledges that the Client shall enter into contracts with other parties for gardening services of the said 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 desired services in the Client's said 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/value added taxes due on this transaction.

AND WHEREAS the Client and the Contractor agree as follows:

In this Agreement 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:

- The Letter of Award (LoA) issued by the Client;
- Letter of Acceptance by the Contractor;
- The complete Bid, as submitted by the Contractor;
- The Tender Document **No. ATH/ADM/872/01/2023 dated 29/09/2023**
- All other documents forming part of this Contract Agreement till date; (Performance Bank Guarantee, Bank Guarantee for EMD);
- Payment schedule as annexed to this Contract Agreement;
- Scope of work annexed to this Contract Agreement.

There shall be no mid-term escalation in the contract rate during the entire contract period. Claim for any escalation on account of minimum wages or any other statutory obligation on the company, or otherwise also, during the entire period of contract shall not be entertained by the Embassy of India, Athens.

The payment to the workers employed by the Contractor shall be in accordance to minimum wage and other statutory obligations prescribed by the Government of the Hellenic Republic from time to time, along with any other statutory payments, is the sole responsibility of the Contractor.

Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of the present Contract Agreement.

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

<p>Signed on behalf of the Contractor</p> <p>(Authorized Signatory)</p>	<p>Signed on Behalf of the Embassy of India, Athens</p> <p>Head of Chancery.</p>
--	---

Format for Submitting the Financial Bid

(To be submitted in a separate sealed cover superscribed Financial Bid – company's name)

Tender No. ATH/ADM/872/01/2023**To, Embassy of India, 3, Kleanthous Street, Athens 10674, GREECE****FINANCIAL BID**

1.	Name of the Bidding Agency/ Company with company registration number and tax number	
2.	Registered Address of the Bidding Agency/ Company	
3.	Branch offices (with address and contact) if any	
4.	Average Annual Turnover of the Company in the last 5 years	
5.	Total number of permanent employees of the company	
6.	Contact person and contact details of the designated representative of the Bidding firm/company	
7.	Nationality of staff to be deployed in the Indian Embassy premises.	

2. Break-up of the total cost:

No. of gardeners to be deployed in the said premises	
Wages of cleaners (monthly)	
Total Wages	
Taxes (if applicable)	
{Any further break-up of monthly charges, if available}	
Total Amount (monthly) (inclusive of taxes)	

3. Payment Schedule during the contract period.

The bidder may clearly specify schedule of payment during the period of the Contract. This may include the options of	
---	--

(i) equal monthly or (ii) equal quarterly payments. In certain cases payment on the basis of six monthly schedule may be negotiated by the Client, if found feasible.	
---	--

4. Total monthly/quarterly payment for gardening services for the period under contract: _____ (inclusive of all applicable taxes)

Yours faithfully,

(Signature of Authorized Signatory)

Name: Designation:

Company seal:

Letter of Award

Tender No. ATH/ADM/872/01/2023

To:

[Name of the successful bidder]

This is to notify you that your bid datedfor the execution of the Works for Annual Maintenance Contract for gardening services at Embassy of India, 3, Kleanthous Street, Athens 10674 for the Contract Price of *per month/quarter* as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by Embassy of India, Athens.

You are requested to proceed with the execution of the services on the basis that this Letter of Award, which shall constitute the formation of a Contract and shall become binding upon you signing the Contract Agreement within seven (7) days and furnishing a Performance Security within fifteen (15) days.

We attach the Contract Agreement for your perusal and signature.

Head of Chancery

Embassy of India, Athens

Date:

Place: Athens

Specifications for gardening services to be undertaken at Embassy of India, 3, Kleanthous Street, Athens, Greece

- **GRASS CUTTING:** Regular grass cutting to be undertaken. The Contractor will be responsible for all equipment and fuels needed to complete this task.
- **EDGING:** The Contractor shall edge all sidewalks, driveways, and curbs each time the adjacent grass is cut.
- **TRIMMING.:** The Contractor shall trim grass around trees, shrubs, cultivated areas, sprinkler heads, valves, fences, buildings, poles, and structures, so that grass height does not exceed the height of the adjacent grass.
- **WEEDING:** The Contractor shall weed the grounds and gardens on a continuous basis to prevent the growth of weeds into lawn and landscapes. The Contractor may use weed killing chemicals to prevent the growth of weeds to eliminate grass and weeds in the cracks and joints within or along sidewalks and curbs. The Contractor shall obtain approval of the Client for all applications of weed killers.
- The Contractor will prepare and maintain a Grounds Maintenance Plan which will show the method, frequencies, and dates of grass cutting, hedging, trimming, weeding, and turf repair, etc.
- **PRUNING:** The Contractor shall maintain trees, shrubs, hedges, bushes, vines, ground cover and flowers.
- The Contractor shall maintain a Grounds Maintenance Plan which shall, inter alia, show showing the method, frequencies, and dates of pruning of trees.

The Contractor shall regularly prune all shrubs, bushes, ground cover to:

- direct and encourage plant growth in directions desired
- remove dead and unsightly growth, and
- maintain a neat and attractive appearance.
- The Contractor shall prune according to the schedule in the Grounds Maintenance Plan to ensure that all heavy pruning is accomplished during the proper season according to best horticultural practice. The Contractor shall prune all hedges and shaped shrubs to maintain proper shape at all times.
- At no additional cost to the Government, the Contractor shall replace any tree, bush or shrub that is killed or rendered unusable for its intended purpose through negligent or irresponsible practices that are attributable to the Contractor.
- **REMOVAL OF DEBRIS:** The Contractor shall remove foreign material, cuttings, grass, leaves, bark, limbs, dead vegetation, paper, and trash from the maintained areas including

walkways within or adjacent to the area. The Contractor shall remove all debris and equipment from the work site. The Contractor shall promptly remove collected debris to an authorized disposal site. The Contractor is responsible for all expenses incurred in the collection and disposal of debris.

- **WATERING:** The Contractor shall water lawns, flowers, shrubs, and trees to provide for moisture penetration. If natural precipitation is sufficient to fulfill this requirement, the Contractor may request the Client's permission to suspend watering to avoid too much water in the soil.
- The Contractor shall present the method, frequencies, and dates of watering in a written schedule in the Grounds Maintenance Plan. The schedule shall take into account the kinds of vegetation, local soil conditions, and the seasonal variations in plant moisture requirements.
- The Contractor shall provide all hoses, portable sprinklers, and other similar irrigation equipment. The Client shall furnish the supply of water.
- **FERTILIZER:** The Contractor shall fertilize and lime the soil to promote proper health, growth, color, and appearance of cultivated vegetation, following proper horticultural practice for the types of vegetation, soil, weather conditions, and seasons of the year.
- The Contractor shall present the method of application, fertilizer type, frequencies, and dates of fertilizing and liming in the Grounds Maintenance Plan.
- The Contractor shall fertilize the lawn areas a minimum of two times per year/or as required under local conditions.
- The Contractor shall apply weed killer once a year /or as required under local conditions. If weed killer is not required, the Contractor shall request a waiver in writing from the COR.
- The Contractor shall fertilize trees, shrubs, bushes, hedges and plants a minimum of once a year/or as required under local conditions.
- **PEST AND PLANT-DISEASE CONTROL:** The Contractor shall maintain a program for controlling pests and plant disease so as to maintain flowers, shrubs, trees and other planted areas in a healthy and vigorous condition. The Contractor shall obtain approval of the Client for all pesticides.
- The Contractor shall present a plan for pest and disease control as a part of its Grounds Maintenance Plan.
- **HAZARDOUS AND TOXIC SUBSTANCES:** It is the Contractor's responsibility to ensure the safe handling, application, removal and environmentally sound disposal of all hazardous or potentially hazardous fertilizers, weed killers, and pest control products utilized in this requirement.
- The Contract shall safeguard the lawns, bushes, hedges, tress, etc, within the scope of this contract from cats, rats, mongooses, cockroaches, etc. by taking suitable remedial measures to ensure that the lawns, bushes, hedges, trees, etc. are not damaged by these creatures.
- The Contractor shall provide all necessary gardening supplies and equipment including rakes, lawn mowers, hoe, pitchfork, pruning sheers, fertilizers, insecticides, pesticides, etc.

and fertilizers to perform the work identified above. The Contractor will also provide ladders to access high trees for pruning/trimming.

- The Contractor shall put seasonal plants in the lawn areas in and around the complex/in new pots/ in the existing usable pots in the corridors/rooms of the Chancery building, as selected and instructed by the Client.
- The Contractor must deploy one dedicated gardener at the site who shall be responsible for on-site supervision of its workforce at all times.
- The gardeners/workers should be provided with working uniforms to be worn during the entire working time.
- The Contractor shall employ in consultation with the Embassy of India, Athens only those persons who are physically and medically fit and whose antecedents have been verified and cleared by the local police/Administration.