

Joh/Estt./872/02/2024
Consulate General of India
Johannesburg

E-NOTICE: Tender invitation for annual maintenance contract for upkeep of gardens and ground maintenance at the Consulate General of India, Johannesburg and at the India House.

Tender No : Joh/Estt./872/02/2024

Dated: 13.04.2026

Important Dates	
Published date	16.04.2026
Bid document download start date	16.04.2026
Bid submission start date	16.04.2026
Pre-Bid site visit	21.04.2026-13.05.2026
Bid submission end date	20.05.2026
Date of Technical Bid opening	29.05.2026

The bids shall be submitted through [cpp- e publish \(https://eprocure.gov.in\)](https://eprocure.gov.in), the Consulate's website only (<https://www.cgijoburg.gov.in/tenders/>) and Ministry of External Affairs Website (<https://www.mea.gov.in>).




(Harish Kumar)
Acting Consul General
Email:- hoc.jburg@mea.gov.in

1. **Tender Notice:**

The Consulate General of India, Johannesburg invites Tender under two bid system from registered and authorized firms/agencies for providing Gardening services at the Chancery Complex which is located at **01 Eton Road, Parktown, Johannesburg** and at India House which is located at **35 8th Avenue, Houghton Estate, Houghton, Johannesburg**.

2. The tender document can be downloaded from the websites <https://www.cgijoburg.gov.in/tenders/>, <https://www.eprocure.gov.in> and <https://www.mea.gov.in> from 15.04.2026. Please note that any corrigendum/addendum in the above tender document, if required, will be hosted on the above mentioned websites.

3. 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 single enveloped superscribed as **“Tender No. Joh/Estt./872/02/2024 for “AMC for providing Gardening services at the Consulate General of India, Johannesburg and at India House”**.

Bidders are requested to go through the terms & conditions contained in the bid document. Bidders are also required to deposit **Earnest Money Deposit (EMD) of ZAR 16,500/- (Sixteen Thousand Fifteen thousand ZAR only)** in the form of **“Pay Order/Demand Draft or Bank Guarantee from any Scheduled bank of South Africa”** in favour of **“Head of Chancery, Consulate General of India, Johannesburg”**. **Bids received without EMD will not be considered and rejected summarily. EMD of all unsuccessful bidders shall be refunded within 30 days of declaration of technical bids result. No interest shall be payable for EMDs. The EMD will be forfeited on account of one or more of the following reasons:**

- i. The bidder withdraws his bid during the period of bid validity;
- ii. In case of a successful bidder, the selected bidder fails to sign the agreement in time or furnish performance guarantee;
- iii. Furnishing of any wrong information.

4. **Both the sealed covers, along with EMD should be placed in the main sealed envelope and should then be dropped at the Reception of the Consulate General of India, Johannesburg** at the address given above or via email on the email ID ie. hoc.jburg@mea.gov.in . Please note that tender document will not be accepted after the expiry of stipulated date and time for the purpose (18.05.2026) under any circumstances.

5. The Technical Bids will be opened on 26.05.2026 by a Committee authorized by the Competent Authority of the Consulate General of India, Johannesburg. The financial bids of only those bidders, whose Technical Bids are found responsive, shall be opened by the Committee authorized for the purpose.

6. The pre-bid site visit may be conducted from 20.04.2026-11.05.2026.

7. For any queries, please write to hoc.jburg@mea.gov.in and ga.jburg@mea.gov.in.

8. The Competent Authority reserves the right to reject any or all the bids or cancel the tender, without assigning any reason and the decision of the competent authority of the Ministry shall be final and binding.

9. The successful bidder is required to submit **5% of annual contract amount as Performance Guarantee** before the commencement order is given and **within 15 days of signing the final contract**. The EMD of the successful bidder may be adjusted in the Performance Guarantee by depositing the difference in amount of Performance Guarantee or alternatively EMD could be refunded by taking a fresh guarantee. The guarantee shall remain valid during the tenure of contract period and **additional 60 days**. The Guarantee will be forfeited :

i. When the terms and conditions of the contract are breached.

ii. When the service provider fails to comply with minimum service levels agreed upon.

iii. Failure of the service provider to comply with statutory requirements shall constitute sufficient ground for annulment of the award and forfeiture of service guarantee. Notice with reasonable time will be given to service provider in case of forfeiture of performance guarantee. The guarantee money shall be valid for additional 60 days and shall be refunded after successful completion of contract period provided there is no breach of contract. No interest shall be paid on the Performance/Service Guarantee.

10. 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.

11. 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.

12. The Tender shall be neatly arranged, plain and intelligible. **Each page of the Tender should be signed**. It should not contain any terms and conditions, printed or otherwise, which are not applicable to the Tender. The conditional tender will be summarily rejected. In any case, none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of tender issued by the Consulate.

13. Any bid received by the Consulate after the deadline for submission of bids will be rejected and not be considered and may be returned unopened to the bidder.

14. **Bids shall be valid for 180 days from the date of its publishing**. A bid valid for a shorter period shall stand rejected. CGI, Johannesburg may ask for the bidder's consent to extend the period of validity. Such request and the response shall be made in writing only. The bidder is free not to accept such request without forfeiting the EMD. A bidder agreeing to the request for extension will not be permitted to modify his tender.

15. Prior to the expiration of the period of bid validity, the Consulate will issue letter of Intent by email to the successful bidder that it is proposed to accept his bid. Upon the receipt of acceptance letter from successful bidders and furnishing of Performance Guarantee, the letter of award of work will be issued and Contract will be signed by the Consulate. EMD will be refunded to unsuccessful bidders at the earliest and latest within 30 days of declaration of technical bids result. **The successful bidder, on award of contract, must send the contract/acceptance in writing, within 14 days of award of contract; otherwise, the Contract will be cancelled and new tender will be floated.**
16. The contract shall be valid for **02 years from the date of signing of agreement** subject to satisfactory performance of the service provider. This period may be **extended for a further period of one (1) year** at the sole discretion of the Consulate on the **existing rate, terms & conditions** and with the written consent of the selected agency. The payment towards complete upkeep of green area, plants and trees of the Chancery complex and the India House will be made on monthly basis at the end of the last working day of the month on submission of invoice by the company.
17. No variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the parties i.e. authorized representative of the selected service provider and the Consulate General of India, Johannesburg.
18. The Service provider shall pay the expenses of applicable duties for execution of agreement.
19. The contractor shall not further sub-contract, the whole or any part of the contract, under any circumstances to a third party.
- 20. Non-Disclosure Agreement:** The selected bidder shall submit a Non-Disclosure Agreement (NDA) after signing the agreement to the effect that the bidder and the personnel deployed by the bidder shall not disclose any information/data which they may obtain/acquire while providing services to the Consulate.
21. The Service Provider shall be responsible for coordinating with concerned local authorities and compliance of all local laws & rules in carrying out the contracted work.
- 22. No request for revision/increase of approved rates during the currency of the AMC will be entertained. No other charges like transportation fare etc will be payable for providing the services.**
23. 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 by EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are liable to be rejected.
24. The Consulate reserves the right to amend any of the terms and conditions contained in the Tender Document or reject any or all applications/offers without giving any notice or assigning any reason thereof. The decision of the Consulate General of India, Johannesburg in this regard will be final and binding upon the bidders.

2. **Broad Scope of work:** The work would broadly include:

2.1 LAWN CARE

2.1.1 GRASS CUTTING: Regular grass cutting to be undertaken. The Contractor will be responsible for all equipment and fuels needed to complete this task.

2.1.2 EDGING: The Contractor shall edge all sidewalks, driveways, and curbs each time the adjacent grass is cut.

2.1.3 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.

2.1.4 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 Consulate for all applications of weed killers.

2.1.5 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.

2.2 PRUNING

2.2.1 The Contractor shall maintain trees, shrubs, hedges, bushes, vines, ground cover and flowers.

2.2.2 The Contractor shall maintain a Grounds Maintenance Plan which shall, inter-alia, show the method, frequencies, and dates of pruning.

2.2.3 The Contractor shall prune all shrubs, bushes, ground cover, and trees to:

- direct and encourage plant growth in directions desired;
- remove dead and unsightly growth, and;
- maintain a neat and attractive appearance.

2.2.4 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.

2.2.5 At no additional cost to the Consulate, 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.

2.3 REMOVAL OF DEBRIS: The Contractor shall remove foreign material, cuttings, grass, leaves, bark, limbs, dead vegetation, paper and bio-waste from the maintained areas including walkways within or adjacent to the area. The Contractor shall remove all debris and equipment from the work site before the end of each workday. Debris removal shall prevent unsightly accumulation. 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 bio waste.

2.4 WATERING:

2.4.1 The Contractor shall water lawns, flowers, shrubs, and trees to provide for moisture penetration to a depth of 7 centimeters. If natural precipitation is sufficient to fulfill this requirement, the Contractor may request the Consulate's permission to suspend watering to avoid too much water in the soil.

2.4.2 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.

2.4.3 The Contractor shall provide all hoses, portable sprinklers, and other similar irrigation equipment.

2.4.4 The Consulate shall furnish the supply of water.

2.5 FERTILIZER

2.5.1 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.

2.5.2 The Contractor shall present the method of application, fertilizer type, frequencies, and dates of fertilizing and liming in the Grounds Maintenance Plan.

2.5.3 The Contractor shall fertilize the lawn areas a minimum of two times per year/or as required under local conditions.

2.5.4 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.

2.5.5 The Contractor shall fertilize trees, shrubs, bushes, hedges and plants a minimum of once a year/or as required under local conditions.

2.6 PEST AND DISEASE CONTROL:

2.6.1 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 Competent Authority in the Consulate for all pesticides.

2.6.2 The Contractor shall present a plan for pest and disease control as a part of its Grounds Maintenance Plan.

2.7 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.

2.8 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.

2.9 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.

2.10 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 Competent Authority in the Consulate.

2.11 The Contractor **must deploy one dedicated Horticulturist** at the site who shall be responsible for on-site supervision of its workforce at all times.

2.12 The gardeners should be provided with **working uniforms** to be worn during the entire working time, i.e. from **0900 hours to 1600 hours (Monday to Friday or on working days only)** with lunch break from **1300 hours to 1330** hours.

2.13 The Contractor shall employ in consultation with the Consulate General of India, Johannesburg only those persons who are physically and medically fit and whose antecedents have been verified and cleared by the local police/Administration.

2.14 The Service Provider shall be responsible for supplying all materials required for the upkeep of gardens and ground maintenance at the Consulate General of India, Johannesburg, and India House. This shall include, but not be limited to, seeds, plants, fertilizers, pesticides, and necessary gardening implements. All materials shall be arranged and procured by the Service Provider on a need basis, ensuring timely availability to maintain the premises in optimal condition. The cost of such materials shall be included in the quoted rates, unless otherwise specified. For this purpose, The Service Provider shall assess requirements periodically (on quarterly basis) and submit requisitions for approval.

Upon approval, the Service Provider may procure the required materials.

The Service Provider shall ensure that all materials used are of good quality and suitable for horticultural purposes. Proper storage, handling, and usage of materials shall be the responsibility of the Service Provider.

3. MINIMUM ELIGIBILITY CRITERIA

3.1 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 Johannesburg. 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 Johannesburg.
 - (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. **Proof of the earlier issued work order and their completion certificate from different organizations must also be attached with the technical bids (previous 03 years).**
 - (f) Firm must be equipped with requisite machine/tools to carry out the work.
- 3.2** Attested copies of documents issued by respective authorities, supporting the Minimum Eligibility Criteria mentioned at 3.1 (a) to (e), must be submitted along with the technical bid. Attested copy of manpower wages roll in support of available manpower in respect of the **previous 02 years** shall also be attached with the bid documents.

4. Estimated tender value and Earnest Money Deposit (EMD):

- 4.1 Estimated tender value of the project will be **ZAR 5,50,000/- (excl. VAT)** for **02 years** for upkeep of gardens and ground maintenance at the Consulate General of India, Johannesburg and at the India House.
- 4.2 The Earnest Money Deposit of **ZAR 16,500/- (Sixteen thousand five hundred ZAR only)** {3% of estimated tender value} in the form of account Payee Demand Draft/Pay Order issued by any reputed Bank drawn in favour of “**Head of Chancery, Consulate General of India, Johannesburg**” has to be submitted along-with the bid. The validity of the Demand Draft/Pay Order must be up to 6 (six) months.
- 4.3 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 Ministry in respect of any previous work shall be entertained.
- 4.4 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.
- 4.5 No claim shall lie against the Consulate 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.

4.6 The bid security/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 in the tender documents; 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 180 days from the last date of submission of Bids.**
- 5.2 In case, Competent Authority in the Consulate 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 The Competent Authority in the Consulate may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

6. **PREPARATION OF BIDS:**

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

6.2 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 ZAR 16,500/-.**
- 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.

6.3 **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.

7. **SUBMISSION OF BIDS:**

7.1 The Bidding firms have to submit the tender documents under **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, Consulate General of India, Johannesburg** by **18.05.2026 (till 1700 hrs)** through email on **hoc.jburg@mea.gov.in** or through hardcopies to be submitted at the reception area of the Consulate. 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':- Earnest Money Deposit (EMD)

ENVELOPE 'B':- Technical Bid

ENVELOPE 'C':- Financial Bid

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 Competent Authority in the Consulate. Opening of financial bid (Envelope C) will be undertaken thereafter.

7.2 No Bid shall be accepted after **18.05.2026 (1700 hrs)**. However the Competent Authority in the Consulate, reserves right to extend the date / time for submission of bids, before opening of the Technical Bids.

8. BID OPENING PROCEDURE:

8.1 The Technical Bids shall be opened in the Head of Chancery's office on **26.05.2026 at 1100 hrs** before the Committee constituted by the Competent Authority of the Consulate General of India, Johannesburg.

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

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

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

8.5 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.

8.6 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.

8.7 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.

9. CLARIFICATION ON TECHNICAL BID EVALUATION:

9.1 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 Competent Authority in the Consulate 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

Consulate shall not be considered. The Competent Authority in the Consulate'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 tender document request for clarification, its bid may be rejected.
- 9.3 The Consulate 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.

10 PERFORMANCE SECURITY (PS):

10.1 The successful bidder has to deposit Performance Security which will be a sum **equivalent to 5% of the accepted contract value (per annum) for 02 years** in favour of **Head of Chancery, Consulate General of India, Johannesburg'**, payable at Johannesburg 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.

10.2 **The Performance Security will be forfeited by order of the Competent Authority in Consulate 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 deemed fit by the Consulate 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.

10.3 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 Ministry/Consulate shall be free to make other arrangements at the risk, cost and expense of the Contractor.

10.4 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 Consulate, which may have been issued to the SP, for carrying out work stipulated in the contract.

11 VALIDITY OF CONTRACT:

11.1 The contract, if awarded, shall be valid for a period of **Two Years (02 year)**. The contract may be extended annually for further **01 year [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, the Consulate 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 the Consulate.

11.2 If two or more bidders have offered the same rate, decision of Evaluation Committee will be final based on other parameters, as determined by the the Committee.

12 PAYMENTS:

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

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 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.

12.4 All payments shall be made in **ZAR (South African Currency)** by means of bank transfers.

12.5 The Consulate 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.

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

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 gardeners 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 Consulate before deployment for work at Chancery complex and at India House.

- 13.2 The bidder must have satisfactory arrangements for training of its workers. Confirmation in this regard is to be given.
- 13.3 The Company should submit precise profile of its key clients alongwith details of services provided.
- 13.4 The Contractor shall be fully responsible for all acts of omission or negligence, dishonesty or misconduct of its employees for work at Chancery premises and at India House. The Contractor would indemnify the Consulate 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. The consulate would not be liable to pay any damages or compensation to such gardeners or to any third party.
- 13.5 In case of any complaint, either as regards the nature of service or as regards the behaviour of gardeners on duty or otherwise, the Contractor would be intimated and would be required to take corrective measures promptly.
- 13.6 Consulate General of India, Johannesburg 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 Competent Authority in the Consulate in this regard shall be final and binding on all.
- 13.7 **Quotations should be valid for six months (180 days)** which would be opened by the authorized officers. The date, time and venue of opening of bids will be intimated to the companies.
- 13.8 The bidder must have modern equipment, 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 equipment owned by the company may also be furnished with the bid.
- 13.9 **The bidder will have to ensure compliance of all mandatory labour laws/regulations laid down by Govt. of South Africa. 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.**
- 13.10 Any wrong or misleading information will lead to disqualification.
- 13.11 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.
- 13.12 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 Competent Authority in the Consulate and the Contractor based on the actual rate analysis or as per the prevailing rates as agreed in this tender document.

13.13 Additional staff required other than specified shall be obtained on pro-rata basis with the prior approval of the Competent Authority in the Consulate.

13.14 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 Consulate's premises and at India House.

13.15 The Consulate reserves the right to extend the last date and time for submission of the bids on its own discretion.

13.16 The bidding agency shall bear all costs associated with the preparation and submission of its bids and the Consulate General of India, Johannesburg will in no way be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. It is also clarified that no binding relationship will exist between any of the bidders and the staff working at the Consulate until execution of a contractual agreement.

13.17. Agencies applying for the tender will submit a certificate that the information submitted by them is correct and they will abide by any decision of the Ministry/Consulate. In case the information submitted by the agency is found to be false and/ or incorrect in any manner, the agency can be suspended and/or debarred for future tenders.

13.18 To assist in Technical evaluation, the Consulate reserves the right to call for any clarification from any/all bidding agencies during the evaluation of the bids. Such clarification should be submitted only in writing. However no other correspondence on bids will be entertained.

13.19 Participation in this bid will imply that the bidder has accepted all the terms and conditions and subsequent modifications, if any, of this bid document.

13.20 In all matters related to dispute relating to this tender, the decision of this office will be final and binding upon the agency.

13.21 ***No conditional Bid shall be allowed/accepted.***

14. **Penalty Clause:**

14.1 In case the Contractor fails in adhering to the daily gardening requirements at the Consulate's premises and at India House, and Consulate has to make alternative arrangements for gardening, then the Contractor would **reimburse the cost of such arrangements or deductions will be made from monthly invoice.**

14.2 **If any gardener is absent on a given day, the company will provide a substitute for him otherwise proportionate deductions will be made from the monthly payment. In case of inability of the Service provider to provide a suitable substitute/ organizational behavior, the Consulate reserves its right to impose monetary penalties as per following:**

- I. Unauthorized absences per day per worker: **ZAR 1000**
- ii. Consumption of Alcohol while on duty: **ZAR 2500** per instance and change of staff with immediate effect
- iii. Use of mobile phones while on duty: **ZAR 2000** per instance
- iv. Inappropriate or unbecoming behavior with Consulate's Officials: **ZAR 10000 and dismissal of gardener**
- v. Unauthorized use of Consulate and India House property: **ZAR 5000 per instance**
- vi. Failure to discharge duty properly/sleeping while on duty: **ZAR 2000 per instance;**

Note: The instances will be reported to the Service Provider through emails/writing. The penalties will be deducted from following monthly invoice. If there are more than 03 instances of organizational behavior then the agreement will be terminated by giving in writing a one month notice.

- 14.3 Consulate General of India, Johannesburg reserves its right to revoke the contract at any time, if the services rendered are not found 'satisfactory during the period of the contract.
 - 14.4 Consulate General of India, Johannesburg may, by written notice (**one month advance**) 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 Consulate's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.
 - 14.5 Any notice by one party to the other, pursuant to the Contract shall be sent by e-mail/letter and confirmed in writing to the address specified for that purpose in the Contract.
- 15. Settlement of Disputes and Arbitration:**
- 15.1 If any dispute or difference arises between the parties hereto as to the transmission, interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this agreement, which cannot be settled amicably between the parties within 30 days (or such longer period as may be mutually agreed upon) from the date one party informs the other in writing that such dispute or disputes or disagreement exists, shall be referred to be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. The award made in pursuance thereof shall be binding on the parties.
 - 15.2 The place of arbitration shall be at New Delhi.
 - 15.3 The Language to be used in the arbitral proceedings shall be English.

- 15.4 Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrator otherwise decides in the Award.
- 15.5. The provisions of this Clause shall not be frustrated, abrogated or become inoperative, notwithstanding this Agreement expires or ceases to exist or is terminated or revoked or declared unlawful.
- 15.6 Compliance with applicable local labour and other laws shall be the sole responsibility of the service provider.

16. FORCE MAJEURE:

- 16.1 The Consulate may consider relaxing the penalty and delivery requirements as specified in the tender document, if and to the extent the delay in performance or failure to perform its obligations under the contract is the result of Force Majeure.
- 16.2 Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor.
- 16.3 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the contract.
- 16.4 The affected Party shall also notify the other party of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of any cause constituting force majeure shall take such action as it reasonably considers being appropriate or necessary in the circumstances, including granting the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.
- 16.5 If the contractor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, the Embassy of India, City / Country shall have the right to suspend or terminate the Contract on the same terms and conditions with immediate effect. In any case, the Embassy shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of force majeure.

17. Liquidated damages and termination:

- 17.1 In case of quality of service provided by the contractor found wanting / inadequate, the competent authority may terminate the contract agreement after giving 15 days' notice. In that case the competent authority may forfeit the Performance Guarantee deposit.
- 17.2 In case of a material breach of any of the terms and conditions mentioned in the tender document, the competent authority will have the right to terminate the contract, cancel the work order without assigning any reason and nothing will

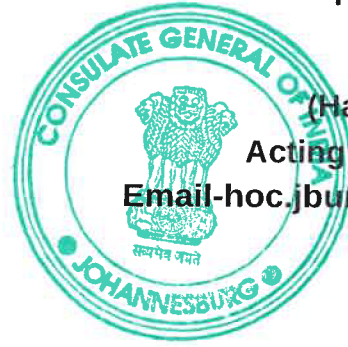
be payable by this Consulate in that event and the Performance security deposit may also be forfeited.

17.3 In case of breach of any of terms and conditions of the Contract and/or unsatisfactory services by the SP and/or the SP goes bankrupt and becomes insolvent, MEA/Consulate shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by MEA/Consulate and in that event security deposit in the form of performance Bank Guarantee shall be forfeited and in such event the SP is liable to be blacklisted by Ministry/Consulate.

18. Closure of Contract

While making the final payment to the contractor and before releasing the PBG, a "no claim certificate" shall be taken from the contractor as per the format given in the Annexure 21 of Manual for the Procurement of Goods, 2017 (**ANNEXURE III** of tender document below).

April 10, 2026



Harish Kumar

(Harish Kumar)

Acting Consul General

Email-hoc.jburg@mea.gov.in

Joh/Estt./872/02/2024
Consulate General of India,
Johannesburg

FINANCIAL BID

Sr. No.	Category	Minimum number of workforce required	Number of workforce quoted by Bidder	Price per worker/supervisor/manager/material & equipment per month	Total price
(a)	(b)	(c)	(d)	(e)	(d)*(e)
1.	Manpower including one Horticulturist	As required (including one qualified horticulturist on site)			
2.	Sundry Expenses/ Overheads	Lump Sum			
3.	Management Fees	Lump Sum			
4.	Service Tax/any other applicable taxes	Lump Sum			
TOTAL (1+2+3+4)					

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

- (i) Payments shall be made by the Consulate as per the terms and conditions of the Tender Documents,
- (ii) Prices shall be valid for a period of 02 years (will remain same if agreement further extended for 01 year). However, on revision of minimum wages, Contractor may request in writing for enhancement of minimum-wages accordingly to the Competent Authority in the Consulate, which shall be considered and agreed, if found reasonable by the Consulate,
- (iv) 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 cost break-ups are necessarily to be submitted for each part of the financial bid. A separate sheet may be attached along with this Summary Sheet mentioning the break up for each type of service. **The bid will be rejected if pricing for each type of requirements like Manpower, chemicals, consumables, machinery, equipment, pest control etc are not quoted separately.**
3. All the cost heads shall be inclusive of all applicable taxes as per Government Legislations. All rates shall be quoted for the corrected value into clear ZAR.
4. The Service Provider shall be responsible for supplying all materials required for the upkeep of gardens and ground maintenance at the Consulate General of India, Johannesburg, and India House. This shall include, but not be limited to, seeds, plants, fertilizers, pesticides, and necessary gardening implements. All materials shall be arranged and procured by the Service Provider on a need basis, ensuring timely availability to maintain the premises in optimal condition. The cost of such materials shall be included in the quoted rates, unless otherwise specified.

April 10, 2026



(Harish Kumar)

Acting Consul General

Annexure-I
CHECK LIST

Sr. 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 ZAR 16,500 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 experience certificates issued by the Organizations / Government Deptts?	
7	Have you submitted the proof of authorization to sign on behalf of the bidder in the Technical Bid?	
8	Have your Technical Bid been prepared as per the requirements of the Tender?	
	FINANCIAL BID	
9	Have 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?	

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. 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:.....