

CONTRACT

For Annual Maintenance of Garden at the India House (Residence of the Ambassador of India in the Republic of Slovenia) at Cesta v Zgornji log 121, 1000 Ljubljana

between

The Embassy of India in the Republic of Slovenia, Železna cesta 16, 1000 Ljubljana (hereinafter referred to as "the Embassy")

AND

V.R.T. Stil Remškar & Stankić d.n.o., Cesta v Lipovce 20, 1358 Log pri Brezovic (hereinafter referred to as service provider)

I. SUBJECT OF THE AGREEMENT

Subject of this agreement is the annual maintenance of garden at the India House (Residence of the Ambassador of India to Republic of Slovenia). The scope and type of service to be provided by the service provider will be as per the offer (terms and conditions agreed upon between the service provider and the Embassy hereinafter in following document) and attached to this contract (**Annexure-I**).

II. Representatives

The authorized representative of the Embassy of India in the Republic of Slovenia, Ljubljana is **Mr. Raj Kumar, Head of Chancery**; the authorized representative of the service provider **V.R.T. Stil Remškar & Stankić d.n.o** is **Mrs. Mateja Remškar**.

III. CONTRACTUAL PERIOD

1. This contract is valid for a period of 02 years from 01 September 2022. The services will be examined after one year of contract for assessing the performance. If not found satisfactory, the same may be liable for termination. If found satisfactory, will be continued for next year. [maximum contract period being no more than 03 years from the date of start of work initially] on the basis of performance and periodic reviews as per the contract signed on same terms, conditions and rates, subject to satisfactory services provided by the service provider.
2. No demand for revision of rate on any account shall be entertained during the contract period.

IV. CONTRACTUAL PRICE

1. The contractual price agreed upon between the Embassy and the service provider on the basis of the offer made by the service provider, amounts to Euro 7,442.50 + VAT for the maintenance of the garden for 01 year.

2. The actual cost of garden maintenance will be calculated based on number of hours per visit for which the maintenance work was carried out as per the schedule agreed upon between the Embassy and the service provider in Annexure-II. However, total cost for the year will not exceed beyond Euro 7442.50 (excl. VAT)
3. All services which are not included in the offer will be conducted on the basis of agreement and with surcharge of daily prices. Before commencement of such services the contracting parties will conclude an annex to this contract or will reach an oral agreement with regards to the type and scope of service.

V. TYPE OF PAYMENT AND DEADLINE

1. The service provider shall be paid on a monthly basis for the services rendered in the preceding month on the basis of monthly calculations of actual costs based on number of hours and visit per month as per the agreed contract between the two parties. The service provider shall provide a work sheet duly signed by the designated Embassy personnel after each visit with the invoice for the preceding month.
2. The billing cycle will be the 1st of every month to the last day of the month. The Contractor shall submit correct invoice within 5 days of the succeeding month and payment shall be released within 15 days of submission of acceptable invoices subject to satisfactory performance during that period.
3. No payment shall be made in advance.
4. The payment will be electronically credited to the bank account of the service provider: SI56 1010 0005 1641 922, SWIFT code: BAKO SI2X.

VI. PERFORMANCE OF SERVICES

1. The service provider shall perform his/her services ensuring the quality and in accordance with valid technical regulations and standards, the offer agreed upon by the two parties and oral and written agreements with the Embassy.
2. All tools and equipment for garden maintenance as well as all material required for maintenance shall be guaranteed by the service provider.
3. The services shall be performed by workers (**Mateja Remškar, Maja Stankić and occasional student help**) who shall come to the site by the following vehicles (vans): **KIA LJ-M8 57, KIA LJ-12 PDP and Renault Kangoo LJ- KP 646.**
4. The service provider shall perform services on every Friday arriving between 09:00-10:00 AM. In case, due to some exigencies, the services could not be performed on Friday, each party will inform the other party atleast 02 days in advance to decide an alternate day/and date for performing the service.

VII. DEADLINE FOR THE PERFORMANCE OF SERVICES

The service provider ensures that, with appropriate weather conditions, the maintenance services will be performed regularly and in accordance with the standards and norms of maintenance services, as well as, all rules, laws, regulations and safety standards.

VIII. PERFORMANCE SECURITY

1. The service provider will deposit Performance Security amounting to Euro 454.00 in favour of the Embassy of India, Ljubljana (payable at Ljubljana) in form of Bank Guarantee/Fixed Deposit Receipt (FDR)/online payment in Embassy's Bank Account **SI56 2900 0007 0150 742** at the time of signing the contract.
2. Performance Security should remain valid for a period of **sixty days** beyond the date of completion of all contractual obligations of the service provider. In case, the contract is further extended beyond the initial period, the Performance Security will have to be renewed accordingly. No interest shall be paid on Performance Security.
3. The Performance Security will be forfeited by order of the Competent Authority in the Embassy in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance. On expiry of the contract, portion of the Performance Security, as may deemed fit by the Embassy sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained.
4. If the Contractor fails to provide the Performance Security at the time of signing of agreement, 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.
5. On due performance and completion of the contract in all respects, the Performance Security will be returned to the Service Provider without any interest on presentation of an absolute '**No Demand Certificate**' from the Service Provider.

IX. SAFETY IN PERFORMANCE OF MAINTENANCE

1. The service provider shall take care of his own safety measures. The service provider bears full liability for any damage or injury caused to or by an employee, or a person contracted by the service provider while performing the services.
2. The service provider shall in no way be burdened for any damage of the plants at the Residence garden caused by other workers and companies.

X. TERMINATION OF THE CONTRACT

1. The Embassy may, by 01 month written notice sent to the agency, terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Embassy's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.
2. The service provider may terminate the contract with a written notice of 02 months to Embassy specifying the reasons for termination. The agency would, however, may be requested by Embassy to carry out the work till the alternative arrangements are made by the Embassy and the agency would agree to the same.
3. The Embassy reserves its right to revoke the contract at any time, if the services rendered are not found satisfactory during the period of the contract.

XI. DISPUTE SETTLEMENT

1. The contracting parties will strive to settle any dispute by mutual consent. Disputes do not withhold the payment of non-disputably determined services by both parties. If any dispute or difference arises between the parties, the same be referred to arbitration in accordance with the Rules of Arbitration and Conciliation Act 1996 and the rules framed there under for the time being in force. The award made in pursuance thereof shall be binding on the parties.
 - a) The sole arbitrator shall be appointed by the mutual consent of both parties.
 - b) The venue of the Arbitration shall be at Delhi/ as per discretion of Embassy.
 - c) The language of arbitration proceedings will be English only.
 - d) Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrator otherwise decides in the Award.
 - e) The Courts at New Delhi shall have exclusive jurisdiction in all matters concerning this Agreement/tender including any matter related to or arising out of the arbitration proceedings or any Award made therein.
2. 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 Embassy of India, Ljubljana and/ or the Ministry of External Affairs, New Delhi.

XII. FORCE MAJEURE

1. Notwithstanding the provisions of contract, the Service Provider shall not be liable for forfeiture of its performance security, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
2. For purpose of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault of

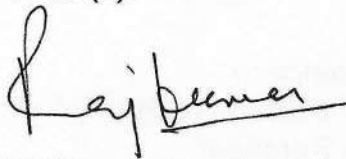
negligence and not foreseeable. Such events may include but are not restricted to acts of the Embassy either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

3. If a Force Majeure situation arises, the Service Provider shall promptly notify the authority in writing of such conditions and the cause thereof. Unless otherwise directed by the Ministry in writing the Service Provider shall continue to perform its obligations under the Agreement as far as is reasonably practical and shall seek all reasonable alternative means not prevented by the Force Majeure event.

XIII. PENALTY

1. The quality of service shall be evaluated on quarterly basis on the basis of scope of work agreed upon between the two parties as per Annexure I and II. A penalty @ 1 % of monthly payment shall be levied per week in case of delay in fulfilling obligations.
2. The penalties, if any shall be recovered from monthly payments/Performance Bank Guarantee.
3. The Embassy reserves the right to terminate the contract in case the contractor consistently fails to provide services upto satisfactory level.

This contract is concluded in two (2) identical copies, of which every contracting party keeps one (1).



Mr. Raj Kumar, Head of Chancery

The Embassy of India in the
Republic of Slovenia

RAJ KUMAR
First Secretary/HOC
Embassy of India
Ljubljana (Slovenia)

Ljubljana,

26/...9/...2022

V.R.T. STIL Remškar in Stankič d.o.o



Log, Cesta v Lipovce 27
1358 Log pri Brezovici

Ms. Mateja Remškar

Service provider:

V.R.T. Stil, Remškar&Stankič d.n.o.

Ljubljana,

.....2022

**Agreement Regarding Snow Removal
at the India House (Residence of the Ambassador of India in the Republic of
Slovenia) at Cesta v Zgornji log 121, 1000 Ljubljana**

1. AREA OF SNOW REMOVAL

Snow removal shall be performed by the service provider in the territory of Cesta v Zgornji Log 121.

2. PERIOD

The period of snow removal will be depending on the weather conditions.

3. PRICE

The price for snow removal is agreed on the basis of the offer, which is Euro 17.00 per hour for snow removing work (not including VAT) and Euro 80.00 per transportation of removed snow (not including VAT).

4. PERFORMANCE OF SERVICES

- (1) The service provider ensures that snow removal will be performed immediately after receiving the Embassy's request.
- (2) All tools and equipment for snow removal shall be guaranteed by the service provider.

Ljubljana,

**Service provider:
V.R.T. Stil, Remškar&Stankić d.n.o.
Ms. Mateja Remškar**