

**Embassy of India
Kathmandu**

NOTICE INVITING BIDS

Embassy of India invites sealed and separate tenders under two bid systems (Technical & Financial Bid) from established/reputed agencies for **ANNUAL MAINTENANCE WORKS FOR THE BAGGAGE SCANNER, BOOM BARRIER, TYRE KILLER, BOLLARD, UVSS AND M.S AUTOMATIC SLIDING GATE SYSTEM IN THE EMBASSY OF INDIA, KATHMANDU** for a period of one (1) year, extendable on year to year basis for another two years on same price and subject to mutual agreement.

2. The last date of receipt of offer in sealed envelope is on or before **07.07.2022 up to 1700 Hrs.** Tender documents are available on our website www.indembkathmandu.gov.in and www.eprocure.gov.in. Details can also be collected from Second Secretary (Estt & Proj), Tel 01-4411851, e-mail: estt.kathmandu@mea.gov.in
3. The bids shall remain valid for 180 days from the date of opening of technical bids. Any future clarification and /or corrigendum(s) shall be communicated through '**Tender Notice**' section on the Embassy website www.indembkathmandu.gov.in.
4. The Embassy of India reserves the right to reject/cancel any or all bids without assigning any reason.

Kat/Estt/882/01/2022 dtd. 16.06.2022

Sd/-
Head of Chancery

**ANNUAL MAINTENANCE WORKS FOR THE BAGGAGE SCANNER, BOOM BARRIER,
TYRE KILLER, BOLLARD, UVSS AND M.S AUTOMATIC SLIDING GATE SYSTEM IN THE
EMBASSY OF INDIA COMPLEX AT KATHMANDU, NEPAL**

FORM OF TENDER

To,
The Head of Chancery,
Embassy of India,
Kathmandu

Sub: ANNUAL MAINTENANCE WORKS FOR THE BAGGAGE SCANNER, BOOM BARRIER,
TYRE KILLER, BOLLARD, UVSS, M.S AUTOMATIC SLIDING GATE SYSTEM IN THE
EMBASSY OF INDIA COMPLEX AT KATHMANDU, NEPAL

Dear Sir,

1. We have read and examined the following documents relating to the ANNUAL MAINTENANCE WORKS FOR THE BAGGAGE SCANNER, BOOM BARRIER, TYRE KILLER, BOLLARD, UVSS, M.S AUTOMATIC SLIDING GATE SYSTEM IN THE EMBASSY OF INDIA COMPLEX AT KATHMANDU, NEPAL, visited the project site and verified the existing conditions as they relate to the Tender submitted herein:
 - Condition of Contract
 - Special Maintenance Condition
 - Schedule of Quantities to be Executed
 - Bill of Quantities
2. We hereby tender for the execution of maintenance works referred to in the aforesaid documents upon the terms and conditions contained or referred to therein and in accordance with, in all respects, the condition of contract & scope of work, special condition and schedule of quantities and quantities at the rates contained in the bill of quantities and within the period of completion as stipulated.
3. If our Tender is accepted, we undertake to commence the work within 7 (seven) days of your order to commence.
4. We agree to maintain and deliver the whole of the works comprised in the Contract within twelve months, calculated from the seventh day from the date of issue of the Letter of Intent by you. We also agree that within this period of twelve months, we will maintain and handover this work to you in a sequential manner with perfect running condition, as required by you.
5. Till a formal Agreement is prepared and executed, the Tender, together with your written acceptance thereof, shall constitute a binding Contract between us. We shall be present in your Office at the pre-determined time and complete all the formalities related to the documents, before the site is handed over to us for execution of works.
6. We confirm that after acceptance of our Tender, we shall sign the Agreement/Contract documents within 15 (fifteen) days of the issuance of the Letter of Intent. Expenses for the execution of the Contract Document including the cost of stamp papers, duty (if any) and other fees/ levies, etc. required to be paid shall be borne by us.
7. We acknowledge and accept that you are not responsible for and shall not defray any expenses incurred by us in visiting the site or in submitting this Tender.
8. We acknowledge and accept that you have unfettered right to reject any or all the Tenders, or to accept any Tender received by you, at your sole discretion, without assigning any reason whatsoever therefore.

9. We acknowledge and accept all liabilities to pay all taxes, VAT and levies on material, labour, fuel, contract tax, education/ staff/ labour welfare cess, royalty, duties, service tax etc. in force or likely to be levied during the currency of the Contract and you shall not entertain any claim whatsoever in that respect. The rates quoted by us are all inclusive, firm and final.
10. We promise to indemnify (through Indemnity Bond on non-judicial stamp paper) and keep you indemnified in respect of all taxes, duties, etc. and all other costs & expenses to be borne & paid by us under the Contract and pay for any permits/ clearances required for the works.
11. We will undertake full responsibility of maintenance works and furnish Guarantee for the works carried out by us.
12. We confirm that our payment for the works is acceptable to us in Nepalese Rupees (NRs) (or if decided by you, in Indian currency).
13. I/ we have carefully followed the general instructions and read the detailed condition of contract & scope of works and have clearly understood all the Conditions of Contract, and I/ we hereby unconditionally accept the Tender conditions of the Tender Documents in their entirety for the above work.

Date

Signature of Contractor
or Authorised Representative

INSTRUCTIONS TO TENDERERS

Mode of Submission of Tenders

1. The Tender for the work shall be submitted by the Tenderer in a sealed envelope marked as 'ANNUAL MAINTENANCE WORKS FOR THE BAGGAGE SCANNER, BOOM BARRIER, UVSS, TYRE KILLER, BOLLARD AND M.S AUTOMATIC SLIDING GATE SYSTEM IN THE EMBASSY OF INDIA COMPLEX AT KATHMANDU, NEPAL'. The Tenderer should also superscribe on top of the envelope the name, address & contact details of his Firm. The envelope should be dispatched by registered post or delivered by hand so as to reach the following address not later than **07th July, 2022** upto **1700 hrs.:**

**Head of Chancery,
Embassy of India,
P. O. Box No. 292, 336, Kapurdhara Marg,
Kathamandu, Nepal**

2. This sealed envelope shall contain the tender bid in two separately sealed & superscribed covers, namely 'Technical Bid' and 'Financial Bid', alongwith the name of the Firm on each envelope.

Cover No. 1 – Technical Bid, shall contain :

- a. Covering letter
- b. Unconditional acceptance to the Tender conditions in its entirety
- c. Requisite documents for pre-qualification
- d. Tender documents, containing condition of contract, maintenance condition and each page of the document duly signed and stamped by the Tenderer
- e. Earnest Money Deposit (EMD) for an amount of Nrs. 70,000/-.
- f. Declaration that the agency has not been blacklisted by any organization either in Nepal or India and it pays wages to its employees not less than minimum wages as fixed by the Government of Nepal.

Cover No. 2 – Financial Bid, shall contain :

- a. Bill of Quantities (rates & amount duly filled-in) and each page of the document duly signed & stamped by the Tenderer

3. The Employer reserves the right to accept/ reject any or all the Tenders without assigning any reason and does not bind itself to accept the lowest tender. Extension of time shall not be allowed for submission of the Tender.

4. Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing Addenda/Corrigenda. Any Addendum or Corrigendum thus issued shall be part of the Bidding Documents and shall be communicated to all the Tenderer. The Tenderer shall acknowledge receipt of each addendum in writing to the Employer. To give Tenderer reasonable time in which to take an addendum in preparing their bids, the Employer may extend as necessary the deadline for submission of bids.

5. Each and every page of the Tender document must be signed by the Tenderer or his authorized representative holding Power of Attorney and provided with the seal of the Company or Firm and the same shall be binding on the Tenderer. No blank space will be left in the Tender nor will alterations be made. Any Tender with any of the documents not signed and stamped with seal as above may be rejected.

6. Tenderers should quote their rates both in figures and in words in indelible ink. All entries should be filled up in English. Any Tender in which there is overwriting or erasure is liable to be rejected. All corrections should be attested by the Tenderer with his dated initials as many times as the corrections occur.

7. The Tenderer should note that no unauthorised alterations shall be made in the Tender documents and, if any such alterations are made or if an incomplete Tender is submitted, such Tender shall be liable to rejection.

8. If on check, there are differences between the amount quoted by the Tenderer in words and in figures or in the amount worked out by him, the following procedure shall be followed :

- a) When there is a difference between the rates in figures and in words, the rates which correspond with the amount worked out by the Tenderer shall be followed
- b) When the amount of an item is not worked out by the Tenderer or it does not correspond with the rate written either in figures or in words, then the rate quoted by the Tenderer in words shall be taken as correct.
- c) When the rates quoted by the Tenderer in figures and in words tally but the amount is not worked out correctly, the rate quoted by the Tenderer will be taken as correct and not the amount.

9. This is a fixed cost lump sum Tender and no escalation shall be permissible. Tenderers must carefully examine all the Tender documents containing the Notice Inviting Tender, General/ Special Conditions of Contract, schedule of quantities to be executed, Bill of Quantities etc. as well as study all the Site Condition, before quoting for this Tender.

The rates quoted by the Tenderers shall be inclusive of all transportation costs, all admissible taxes, levies, service tax & VAT, etc. and nothing extra shall be paid over and above his accepted quoted amount. The terms of payment indicated by the Bidder are subject to negotiation, if his Bid is accepted

10. The bid shall be valid and open for acceptance of the Competent Authority of Embassy for a period of 180 days from the date of opening of the tenders and no request for any variation in quoted rates and withdrawal of tender on any ground by successful bidder shall be entertained.

11. Before submitting the Tender, the Tenderer shall visit the site at his own cost and ascertain the status of site and satisfy himself as to the nature of the existing roads or other means of access, communication, the site condition of the work, the area/buildings available for taking up maintenance works for already installed all allied security equipments & their accessories and the facilities for obtaining any special articles called for in the Contract Document and shall have obtained generally his own information on all matters affecting the commencement, continuation and progress of the Works. No extra charge made in consequence of any misunderstanding or incorrect information of any of these points, or on the grounds of insufficient description, will be allowed.

12. The Tenderers must obtain for themselves, on their own responsibility and at their own expense, all the information which may be necessary, including risks, contingencies and other circumstances to enable them to fill the proper rates in the Tender and for entering into a Contract, and must examine the site, scope of works and general/ special conditions, schedule of quantities to be executed at site and inspect the site and nature of the work and all matters pertaining thereto before submitting the Tender. They can also get any clarifications required from the Embassy, before Tendering, by contacting them at the office, Embassy of India at Kathmandu, during working hours with prior appointment.

13. No claim for extra payment on the grounds of not having full specifications, or not understanding the site or misunderstanding any of the conditions of Contract and instructions to Tenderers will be entertained. The decision of the Employer in all these matters will be final and binding on the Contractor once the Contract is awarded.

14. Tenderers should make their own arrangement for the source of materials as well as the materials to be transported from India/ abroad, and satisfy themselves with the availability of materials of required quality and quantity.

15. The Tenderer is deemed to have examined the laws of Nepal and the fulfillment of the various statutory enactments under the same pertaining to his labour and establishment. He will

indemnify the Employer from any liability arising out of the same during the execution stage upto expiry of the maintenance period.

16. Quotation received late (including postal delay)/ in open condition not meeting the tender conditions/incomplete in any respect are liable to be rejected.

17. Prior intimation shall be given by those agencies whose near relatives are working in the Embassy. They shall also intimate the names of persons who are working with them in any capacity or subsequently employed by them and who are near relatives of any employee of the Embassy of India. Any violation of this condition which comes to the Notice of the Embassy of India after the contract is awarded will entitle the Embassy of India to treat the contractor as having committed a breach of contract and to exercise all the rights and remedies available to the Embassy of India, Kathmandu on account thereof.

18. The Employer does not bind himself to accept the lowest or any Tender and reserves the right to reject any or all Tenders without assigning any reason whatsoever or to accept the whole or any part of the Tender and the Tenderer shall be bound to perform the same at his quoted rates.

19. Earnest Money Deposit:

19.1 (i) Each Technical Bid must be accompanied with an Earnest Money Deposit (EMD) of Nrs. 70,000/- (Nepali Rupees Seventy thousand only) or in equivalent Indian Rupees in the form of a Bank Guarantee/Demand Draft only, drawn on any Nationalized/Scheduled Bank in favour of Embassy of India, Kathmandu.

(ii) The Bank Guarantee/DD should be valid for a minimum period of 90 days from the date of opening of Technical Bids.

(iii) The BG/DD should be payable at Kathmandu only.

(iv) EMD must be attached with Technical Bid only, without which the tenders shall not be considered for opening of financial bid.

19.2 Earnest money will be forfeited:

(i) If the bidder withdraws his bid during the period of bid validity.

(ii) In case of the successful bidder, if the bidder fails to sign the contract.

19.3 Refund of Earnest Money Deposit (EMD):

(i) Refund of EMD to the unsuccessful bidders shall be made (without any interest) after expiry of the bid validity and latest on or before 30th day after signing of the contract.

(ii) EMD of successful bidder shall be refunded after award of the contract and deposit of Performance Security @ 5% of the total contract value in the form of Bank Guarantee/DD (in the name of Embassy of India, Kathmandu). The Performance Security shall be deposited on or before signing of the contract agreement. It should be valid till 60 days beyond the contract period. After successful completion of all contractual obligations, the Performance Security (without any interest) shall be refunded.

(iii) Any recovery can be made either from the bills of the contractor or performance security.

CONDITIONS OF CONTRACT

General and Scope of Works

The scope of work shall include ANNUAL MAINTENANCE WORKS FOR THE BAGGAGE SCANNER, BOOM BARRIER, TYRE KILLER, UVSS, BOLLARD AND M.S AUTOMATIC SLIDING GATE SYSTEM IN THE EMBASSY OF INDIA COMPLEX AT KATHMANDU, NEPAL and all allied equipments & accessories etc. including supply & installation of spare parts when & where required and valid for one year from the date of Commencement of work.

- 1.1 The Contractor is required to follow the latest relevant standards. All work shall be done as per sound engineering practice and as directed by the Employer.
- 1.2 The agency has to attend the periodic maintenance of the equipments & accessories etc.
- 1.3 The Contracting Agency is responsible for Maintenance, Cleaning and Repairs. The Contracting Agency shall maintain all these Installations in perfect working order.
- 1.4 Under this Contract, the Contracting Agency will be liable to provide qualified trained technician / License Holder Mechanical/computer/electrical technician with required formal qualifications to attend the job.
- 1.5 The Contracting Agency is responsible for informing the Embassy well in advance for carrying out specialized repair/maintenance/periodic preventive maintenance and all other types of repairs.

1.6 General Condition of the maintenance :

- a) The Contracting Agency will attend regularly all complaint lodged / indicated in the Complaint Register after registration of the complaint. The Agency has to immediately complete such works as per requirement of the Embassy for security reasons.
- b) Replacement of all Defective Components and keep proper records for the same.
- c) Arrange periodic maintenance .
- d) Maintain proper record of the complaints received, complaints attended with the date and time of attending the complaints, spares replaced and User remarks.
- e) Maintenance of records of the works done and due.
- f) Furnish routine / periodic records about Maintenance, Condition of the Equipment and inform to the Officer in-charge about the corrective / preventive steps other than those covered under routine maintenance.
- g) Co-ordinate and arrange for any Service Agency for specialized jobs such as overhauling of equipment or any other job requiring involvement of any particular Specialized Agency.
- h) The Contracting Agency shall keep sufficient spares/consumables in ready stock as and when required for carrying out maintenance / repair works.
- i) The Contracting Agency shall have to abide by and observe the Rules/Regulations and safety measure in force with regard to repair and maintenance of equipments and installations systems covered under this award and the Contracting Agency shall be responsible for the same.
- j) The Contracting Agency shall keep the Embassy indemnified from any penalties or litigation arising due to non-compliance of any rule/regulations in discharge of the responsibilities.
- k) The Contracting Agency shall be responsible for any damage / loss caused to the property of the Indian Embassy or any third party due to failure in discharging its responsibilities under this Contract. Negligence of the Agency shall make good all such damages / losses to the fullest satisfaction of the Embassy so affected.

- l) During the period of Contract, the Contracting Agency will be responsible for proper and consistent functioning of all items, equipments
- m) The Contracting Agency has to use all products / materials/spares as per already installed make OR as approved by the Employer.
- n) All Tools, Tackles, Stair, Tester, Testing Kit, etc., shall be arranged by the Agency at its own expense.
- o) Maintenance service will include up keeping and tightness of all Fittings perfect working condition.
- p) Cleaning of equipments/ Fittings/Fixtures at least once a month.
- q) On completion of the Contract, the Contracting Agency will have to hand over all the equipments and Installations in perfect running condition.
- r) if the equipments & accessories broken/damaged in the time of maintenance due to carelessness, the Agency should replace such equipments & accessories, with own cost & risk.

1.7 The Contractor shall make his own transportation arrangements for all the required materials to site of works, as well as disposal of any waste material, complete to the satisfaction of the Employer.

1.8 The maintenance work has been categorized in two parts:

- a. **Repairs:** Contractor Agency has to immediately attend repair works in urgent basis and have to make functional soonest possible. Repairs work shall be attended on an urgent basis which can be repaired within the Embassy Complex.
- b. **Replacement of spare parts:** Contractor has to store all allied spare parts so that maintenance work shall be immediately carried out and equipment be made functional. Replacement of spare parts should be attended in urgent basis which can be repaired within the Embassy Complex.

1.9 Supply of spare parts :- The Contracting Agency have to supply & install all spare parts. The contracting Agency shall submit the bills against consumable items after replacement of consumable spare except installation charge (material charge only), in which, the Embassy shall pay to the Contractor. In case import of third country spare-parts from India, the Embassy shall facilitate the exemption of custom duties from MOFA, as the spare-parts are to be utilized for Indian Embassy. However, in such cases, the Contracting Agency should get the invoice of spare-parts in the name of Embassy of India, Kathmandu.

2. Site, Storage, Services and staff Camp

- 2.1 The Contractor shall visit the site and satisfy himself regarding the space available for his works, and storage of various materials & equipment, etc. All additional spaces required by the Contractor shall be arranged by him at his own cost.
- 2.2 The Contractors staff shall maintain the site in a clean, orderly and deodorized condition.

3. Completion Period

- 3.1 The Maintenance Contract will be for one year (12 months) period. However, the performance will be evaluated after every three months of Award of Contract. If performance is unsatisfactory, the Contract will be terminated after giving one month's notice. The Contract period after successful completion of one year can be extended on year to year basis but the total contract period will not be more than three years, OR as decided by the Employer.
- 3.2 The Contractor shall take utmost care to ensure that the normal functioning of the Embassy is not disturbed at any stage.

4. Contractor's Supervision and Manpower

4.1 The Contractor shall deploy qualified Engineers/technicians at the site of works. These Engineers/ technicians shall be educated/ capable to understand and well known for the maintenance work for security system.

4.2 The Contracting Agency will provide the following manpower.

(a) General Shift - 8.00 a.m. to 6.00 p.m.

Skilled Technician cum Supervisor – 01
Skilled Engineer/Technician - 01

(b) Other Shifts – As required by the Employer for urgent complaint, if any.

4.3 The Contracting Agency will ensure that the experience / qualifications of the deputed staff are as under:-

A) Technician cum Supervisor – Requisite Diploma with working experience of minimum 03 years.

B) Technician relating to the security equipments - I.T.I. / license holder with 02 years working experience in the relevant field.

5. Co-ordination

5.1 The Contractor shall fully co-operate with all the Agencies/staffs appointed by the Employer so that there is no conflict, in behavior or in progress of work whatsoever at site.

6. Communication to be in Writing & Service of Correspondence

6.1 All references, communications, correspondence made to the Employer shall be in writing and no reference, communication or complaint which is not in writing shall be recognized.

6.2 All correspondence/ notices to be given to the Employer under the terms of the Contract shall be served, by sending through registered post or hand delivering the same at the Employer's address.

7. Discrepancies

7.1 All the Contract Documents are complementary to each other and are intended to include or imply all items required for the proper execution and completion of work. What is required by any one shall be as binding as if required by all. In the event there is a discrepancy between the Schedule of Quantities subsequent to the opening of the Tender, and during execution of works, the same shall be brought to the notice of the Employer, whose decision shall be binding on the Contractor.

7.2 The several documents forming part of the Contract are to be taken as mutually explanatory. If there are varying or conflicting provisions made in any one document forming part of the Contract, the Employer shall be the deciding authority with regard to the intention of the document.

8. Security

8.1 The Contractor shall issue identification passes to all his staff, which shall be got scrutinized and stamped by the Employer, for security reasons. For these passes, required for admission of his staff into the site, the Contractor shall furnish to the Employer two photographs of each of his staff and their particulars, and produce satisfactory evidence as to their identity and bonafides for their record. The passes, each of which shall contain the name, photograph & identification number of the staff, shall be returned by the Contractor on demand of the Employer and in any case, on the

completion of the works. In case Police verification for any or all staff is required by the Employer, it shall be got done by the Contractor at his own cost.

8.2 Any person employed by the Contractor in the capacity of his staff member, whose attitude and conduct is found unsuitable to the interest of work and general discipline within the premises of work, shall be prevented access into the site by the Employer and this shall be complied with immediately.

8.3 The Contractor shall furnish full details, as may be required, of all personnel deployed for the execution of Annual Maintenance Contract to the Embassy of India, Kathmandu, to facilitate background checks. He/She may further undertake to immediately intimate the Embassy of any information that may come to the knowledge of 'The Contractor', which may have a security implication.

9. Rates

9.1 This being a Lump-sum tender offer, the Contractor shall quote a firm amount for the total job in quarterly basis of a year.

9.2 Amounts quoted for this Contract shall include the cost of all materials, staffs, profit and other overhead expenses together with all applicable taxes, service tax, Vat etc. but excluding cost of spare parts.

The cost shall also include supervision charges in Kathmandu, including to & fro airfares, lodging & boarding, conveyance, translation and other incidental expenses in respect of his supervisory staff deputed at site from outside Nepal. The amount quoted shall be firm, final and binding.

9.3 No escalation shall be paid towards increases in the prices of foreign currency, security material, spares parts, staffs, petrol/ diesel & lubricants, increase and/ or fresh levy of duties, taxes etc. during currency of the Contract.

10. Mode of Payments

10.1 The payments shall be released quarterly of a year as following:

a) The Contracting Agency shall submit their bills in quarterly basis as per contracting amount. The Embassy shall pay such quarterly bills after necessary deduction, if required, as per Contract Agreement. Tax Deduction at Source as per the Government Rules will be applicable from time to time.

b) The Contracting Agency will have to ensure that the payment of due wages to the persons deployed by the Contracting Agency for this purpose before 10th of every month and this should be ensured by the Contracting Agency irrespective of the fact that the Embassy has made the payment to the Contracting Agency or not and whatsoever other reasons.

11. Payments

11.1 In case the Contractor supplies sub-standard security materials, spare parts, accessories, etc. which is not acceptable, the same shall be rejected and the Contractor shall re-do/ replace the same at his own cost as per approved by the Employer.

11.2 The Employer may withhold the whole or any part of the payment due to the Contractor to the extent necessary to protect the Employer from laws on account of any breach of the Contractor's obligation under the Contract. When the cause for withholding is rectified/ taken care of, such amount as then due and owing shall be paid or credited to the Contractor.

12. Taxes and Duties:

- 12.1 It will be the responsibility of the Contractor to indicate the various taxes to be deducted, as applicable for the works, while submitting his Interim and Final Bills. All penalties, interests, charges, etc. if levied by the Government/ Authorities on account of any misrepresentation/ ignorance regarding such taxes to be deducted from his bills, shall be borne by the Contractor.
- 12.2 The contractor shall pay all his taxes/duties regularly to the local government. Any unrefunded VAT amount due to negligence on the part of the contractor will be recovered from his subsequent bills or performance security.

13. Permits & Indemnification and Miscellaneous Expenses

- 13.1 The Contractor shall obtain and pay for all permits and miscellaneous expenses required for the works. The Contractor shall follow the Safety Code and Model Rules for the protection of health & safety of staff/ labour as prescribed by the Local Authorities.
- 13.2 The Contractor shall be responsible for all injuries/ damages to persons, animals, things, trees, properties, plant & machinery, roads, streets, footpaths, service lines, etc. which may arise due to his neglect or that by any of his Sub-contractors, employees, labour whether such injury or damage arises from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this Contract, within or outside the site. The Contractor shall indemnify the Employer and hold him harmless in respect of all or any expenses arising from such injury or damage to person and property and also in respect of any claim made under any Acts of Governments of Nepal. The Contractor shall reinstate all damages of any/ every sort mentioned in this clause so as to deliver the whole Contract works complete and perfect in every respect and so as to make good or otherwise specified, all claims including that for damages to the property of the third party.
- 13.4 The Contractor shall indemnify the Employer against all claims which may be made upon the Employer under the Payment of Wages Act, Minimum Wages Act, and Employer's Liability Act, Workmen's Compensation Act or any other statute in force during the currency of this Contract.
- 13.5 The Contractor shall bear all losses, expenses, compensation, liabilities, etc., financial and/ or legal, consequent to any/ all damages done to the public/ private/ government roads and properties outside the site while transporting materials to the site.

14. Penalty and Grounds for Withholding Payments

- 14.1 The Employer may withhold the whole or part of any payment due to the Contractor to the extent necessary to protect the Employer from loss on account of any breach of the Contractor's obligations under the Contract. When the cause for withholding is rectified, such amount as then due and owing shall be paid or credited to the Contractor.
- 14.2 The Employer shall recover penalty charges in following case, if any:
 - a) The contractor shall ensure that preventive maintenance are carried out to obviate any major break down. If a major break down occurs, the same shall be rectified within 2 days. Prior permission shall be taken in writing if the contractor is not able to restore the machine within this time frame otherwise he shall be liable for penalty @ NRs.500/- per day per machine which shall be deducted from subsequent bill of the contractor.

15. Force Majeure

- 15.1 In the event of Force Majeure i.e. unforeseeable events such as war, floods, earthquake, fire, explosion, riots, civil disorder and other adverse weather conditions etc. which are beyond the reasonable control of the Parties, cannot be prevented or overcome and which prevent either Party from meeting their obligations under this Contract, the

Contractual obligations as far as affected by such event shall be suspended for as long as the Force Majeure continues provided that the other Party is notified within two weeks after occurrence of the Force Majeure. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder. In the event of Force Majeure, either Party shall be entitled to prolongation of this Contract equal to the delay caused by such Force Majeure. The Contractor shall be granted necessary extension of time to cover the delay as caused by Force Majeure and compensated for any financial repercussions by the Employer. The amount of such compensation shall be decided by the Employer, whose decision in this matter shall be final and binding on the Contractor.

16. Settlement of Disputes

- 16.1 The disputes and differences arising out of or in connection with the condition of contract, quantities, rates, etc. shall be referred to the Employer whose decision shall be final, conclusive and binding on the Parties here to and shall be without appeal.
- 16.2 All other disputes and differences of any kind whatsoever arising out of or in connection with the Contract or the carrying out of the work shall be referred to the Employer who shall state his decision in writing.

17. Arbitration

- 17.1 If any dispute, difference or question at any time arises between the Parties in respect of the meaning or interpretation of the terms and conditions of this Agreement or covering anything herein contained or arising out of this Agreement or the validity of the enforcement thereof which cannot be settled mutually, shall within 30 (thirty) 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, be referred to Arbitration. Within 30 (thirty) days of the said notice, one Arbitrator shall be appointed by each of the disputing Parties by notice in writing to the other. The two Arbitrators shall select an Umpire whose decision shall be final in case of difference of opinion between the two Arbitrators.
- 17.2 The Arbitration proceedings will be conducted in accordance with and be subject to the Arbitration and Conciliation Act, 1996 (of India) as amended from time to time and the decision of the Arbitrators as mentioned above shall be final and binding on the Parties.
- 17.3 The Arbitration will have its sittings at Delhi. The language to be used in the Arbitral proceedings will be English.
- 17.4 The Contractor shall continue to perform his duties as far as practicable with diligence notwithstanding the fact that a dispute has been referred to Arbitration or any dispute or difference has arisen. It is also the term of Agreement that if the Contractor does not make any demand for Arbitration in respect of any item in writing within 60 (sixty) days of receiving intimation from the Employer that the final bill is ready for payment, the claim of the Contractor will be deemed to have been waived and absolutely barred and the Employer shall be discharged and released of all liabilities under the Agreement in respect of these claims.

18. Termination of Contract

- 18.1 The Indian Embassy reserves the right to terminate the Contract on account of poor workmanship, failure to mobilized site, noncompliance of work, delay in maintenance work, violation of any Contract provision by Contracting Agency. In such cases, the Contracting Agency is liable to liquidated damages @ 10% of annual Contract value on the discretion of Head of Chancery.

(CONTRACTOR)

Scope of Work

1. The following works are to be attended by the Contracting Agency in a package:
 - a) Periodic physical & system maintenance/cleanliness
 - b) Periodic testing, cleanliness, maintenance of all equipments such as gates, baggage X-ray machine, boom barriers, tyre killer, UVSS, bollard, including electrical control panels
 - c) Periodic checking, testing & maintenance for radiation level of baggage X-ray machines
 - d) Maintaining of Log Book / Log Sheet.
 - e) Checking connection of wires for proper tightness / cleaning daily/monthly basis.
 - f) The Contracting Agency has to replace all the spare parts, equipments when required in maintenances as per already installed make etc. or as approved by the Employer.

2. **Preventive maintenance for two X-ray baggage scanners (XBIS System):-** In order to ensure operation & downtime of the system, a through checking of the hardware system will be undertaken by the Contractor regularly at the prescribed intervals. The following preventive maintenance work should carry-out in every 3 (three) months. The Contractor have to carry out the following checks during such preventive maintenance:
 - a) **Physical Check** – The Contractor have to check the machine for physical damage or unusual wear. Check & ensure that all panels are properly screwed and secured. Also require to check the radiation worthiness of the lead flaps.
 - b) **Mains Voltage** – The Contractor have to check for proper mains L-N voltage as well as that E-N voltage is not over 3V. Ensure stabilizer is in the circuit of the machine with Auto correction feature.
 - c) **Clean** – The Contractor have to open all service panels and remove accumulated dust and foreign objects as required. Also clean all cards, computers from inside & outside, clean the exterior of all panels.
 - d) **Conveyor** – The Contractor have to check conveyor belt for center alignment and tensions, adjust as necessary. Check conveyor drive motor for oil leaks, noise and excessive wear and maintain the services as required. Also check conveyor belt for signs of wear and damage and maintain as required. Check all rollers for wear, noise and accumulation of dirt and maintain as required.
 - e) **X-ray generator** – The Contractor have to check for signs for oil leakage and immediately repair the same, ensure that generator is properly clamped. Also require to check and record KV and mA as appropriate for system type. Check collimator and adjust as necessary. Check and correct Diode array response either through mechanical adjustment of X-ray generator or electronically.
 - f) **Sensor** – The Contractor require to check Opto sensor and reflectors for accumulation of dust, foreign matters and alignments, adjust and clean as required.
 - g) **Diode Array** – Check clamping and clean/maintain as appropriate. Also check for any light leakage and maintain the same.
 - h) **Connections** – Check and ensure that all P.C.B's connectors and cables are fully mated. Remove all dust.
 - i) **Electronics Check** – The Contractor have to carry out full electronic check in accordance with the manufacturer's recommendation as detailed in the appropriate section of the system handbook and record as required.
 - j) **Console/ Keyboard** – Check and clean, replace lamps, lens and covers as required.
 - k) **System and Image Quality** – The Contractor have to check the operation of all facilities and carry out CTP test. (Applicable to Multi Energy 500 series XBIS only)
 - l) **Radiation Level Test** – Check radiation level as per procedure. Ensure and maintain that radiation leak is below prescribed limits.

3. **Maintenance / Repair of M.S. automatic Sliding gate system (4 Nos), Tyre Killer (4 Nos), Bollard (1 No), Boom Barrier (3 Nos), baggage scanner system (2 Nos) and UVSS (02 Nos.)**

(CONTRACTOR)

Schedule of Items to be Executed by the contractor

Items of Work

The details of quantity and description/make have been indicated as below which the Contractor have to attend on regular basis for all the items, requires being operation:

SI No.	Description and Make	Qty.
1	Motorized Gates (FAAC) with accessories	04 Nos.
2	Tyre killer, microprocessor control panel & accessories	04 Nos.
3	Bollard (O & O)	01 No.
4	Boom Barrier (O & O), microprocessor control panel & accessories	03 Nos.
5.	Baggage X-ray scanner system (Rapiscan), LCD monitor, scintillator detectors & accessories	02 Nos.
6.	Under Vehicle Surveillance System (UVSS)	02 Nos.

Note : General Maintenance & repairs covers both internal and external wiring, external cabling, testing of power point, junction box whereas required for above work.

Pre-Qualification/Evaluation/Exclusion Criteria

Sl	Particulars	Details	Evaluation Marks
1	Experience	(a) The contractor should have experience of minimum three years in security system works including supply of spares and installation & maintenance of all allied security system. (b) Experience of working with Diplomatic Missions/Govt. Departments/reputed Hotels or any renowned private organization.	03 02
2	Registration No.	The contractor should have a valid Registration Number either in India and/or Nepal. Documentary proof is to be attached.	01
3	Minimum Wages	The contractor will provide Certificate/undertaking that he will pay not less than minimum wages fixed by GON/Gol.	01
4	Turnover	The contractor should have an average annual turnover of NRs. 15 lakhs in security system works including supply of spare and installation & maintenance of all allied security system	02
5	VAT	Certificate that Company/Contractor pays VAT regularly and their VAT dues are cleared either in India and/or Nepal	01
<p>NOTE : Unprecedented situation : If after opening of financial bids it is found that there are more than one lowest bidders, in that case preference will be given to those contractors which scores more evaluation marks in the technical bids</p> <p>Minimum 70% examination mark is required to shortlist the firms for opening of financial bids.</p>			

Accordingly, the Tenderer is required to submit the following documents:

1. Company Profile
2. Details, as per the enclosed proforma, regarding:
 - a. Organization
 - b. Registration with various Authorities
 - c. List of similar maintenance works of the security system executed by the contractor during the last three years, giving details as to their size, costs and details of Clients
 - d. A statement showing financial turnover for the last three financial years
3. Certificates from the Clients
4. Name and address of the Bank from whom reference can be obtained
5. List of supervisors & staff, alongwith their experience available with the Contractor

To

**Head of Chancery
Embassy of India
Kapurdhara Marg,
Kathmandu, Nepal**

Subject: Annual Maintenance Contract (AMC) for Servicing, repair and maintenance of Security gadgets installed in the Embassy of India Complex as per annexed list.

Dear Sir,

In response to your Notice for the above mentioned contract, I/We, a Private/Public Ltd Company / Partnership / Sole Proprietor submit the bids with the following particulars:

S. No.	Description	Particulars
1	Name and address of the Firm	
2	Year of establishment	
3	Registration No with a copy of registration certificate	
4	Registered Postal Address	
5	(a) Telephone No. (office) (b) Fax No. (c) Mobile No. (d) Website address, if any	
6	Address of branches , if any	
7	(a) Name and address of Directors, in case of company (b) Name and address of Sole Proprietor (c) Name and address of partners, in case of partnership firm	
8	(a) Name & designation of authorized signatory (b) Address for communication (c) Contact details (Mobile, email etc)	

9. Similar maintenance works including supply & installation of security system during the last three years

S.no.	Title & location of work	Size & Application of work	Value (in INR/NPR)	Client	Client certificate at page

10. Annual Turnover for the last three financial years

Year	Turnover (in INR/NPR)

11. Any other information considered necessary but not included above

Having acquired the requisite information related to the subject work after site inspection and examining the form of contract, nature, quantum of work as affecting the tender invited by on behalf of the Embassy of India, Kathmandu; I/We, the undersigned hereby offer for Annual Maintenance Contract (AMC) for Security gadgets installed in the Embassy of India Complex as per the Scheudle of Quantities strictly in accordance with the terms and conditions as indicated by you in the said document. I/We have read the tender conditions thoroughly and agree to them.

Contractor's signature

BILL OF QUANTITIES

Bill of Quantities for Annual Maintenance Works for Security System in the Embassy of India Complex, Kathmandu, Nepal

BILL OF QUANTITIES (BOQ)

S.No	Description of Work	Qty	Annual Charges(in Nrs.)
1	Annual Maintenance Work for M.S. Automatic Sliding Gate system, X-ray baggage scanner, Boom barrier, Tyre Killer, bollard, motors, electrical control panels, motors & its all accessories, general wiring & cabling, UVSS etc. installed at Embassy of India Complex as per frequencies/specifications given in Condition of Contract, Special Maintenance Conditions, Schedule of Quantities to be executed etc. all complete for 12 months.	As per Schedule of Quantities and required man-power	
	Taxes and duties		
	Any other charges		
	Total amount		

In words: Nepalese Rupees

Note:

1) Total amount should include work contract tax, service tax, VAT, and other costs due to packing, transportation, handling, insurance and installation etc.

COMPANY SEAL

Signature:

Name

Designation

Mobile No.

[Contractor]

Draft Agreement

This agreement is entered into between the Embassy of India, Kathmandu, hereinafter referred to as Employer and, hereinafter referred to as Contractor, on this day of for annual maintenance of security equipment installed in the Embassy of India complex. The terms and conditions of the agreement are as under:

The scope of work shall include ANNUAL MAINTENANCE WORKS FOR THE BAGGAGE SCANNERS, BOOM BARRIERS, BOLLARD, TYRE KILLERS, UVSS AND M.S AUTOMATIC SLIDING GATE SYSTEM IN THE EMBASSY OF INDIA COMPLEX AT KATHMANDU, NEPAL and all allied equipment & accessories etc. as per Schedule of Quantities mentioned in the Tender Documents including supply & installation of spare parts when & where required. The contract shall be valid for one year till All tender documents & conditions shall form part of this Agreement.

- 1.1 The Contractor is required to follow the latest relevant standards. All work shall be done as per sound engineering practice and as directed by Embassy of India, Kathmandu.
- 1.2 The Contractor has to attend the periodic maintenance of the equipment & accessories etc. A register shall be maintained by the Contractor in which all maintenance work will be registered. The register will be countersigned by the duty Security in-charge on each service/repairs. Copy of this register will be produced to the Embassy on the time of submission of invoice for payment or when desired by the Embassy.
- 1.6 The Contractor is responsible for Maintenance, Cleaning and Repairs. The Contractor shall maintain all these Installations in perfect working order.
- 1.7 Under this Contract, the Contractor will be liable to provide qualified trained technician / License Holder Mechanical/computer/electrical technician with required formal qualifications to attend the job.
- 1.8 The Contractor is responsible for informing the Embassy well in advance for carrying out specialized repair/maintenance/periodic preventive maintenance and all other types of repairs.

a. General Condition of the maintenance :

- g. The Contractor will attend regularly all complaint lodged / indicated in the Complaint Register After registration of the complaint, the Contractor has to immediately complete such works as per requirement of the Embassy for security reasons.
- h. Replacement of all Defective Components and keep proper records for the same.
- i. Arrange periodic maintenance.
- j. Maintain proper record of the complaints received, complaints attended with the date and time of attending the complaints, spares replaced and User remarks. The record should be countersigned by APWO (BOS) of the Embassy. Copy of this register will be produced along with invoice for payment.
- k. Maintenance of records of the works done and due.
- l. Furnish routine / periodic records about Maintenance, Condition of the Equipment and inform to the Officer in-charge about the corrective / preventive steps other than those covered under routine maintenance.
- m. Co-ordinate and arrange for any Service Agency for specialized jobs such as overhauling of equipment or any other job requiring involvement of any particular Specialized Agency.
- n. The Contractor shall keep sufficient spares/consumables in ready stock as and when required for carrying out maintenance / repair works.
- o. The Contractor shall have to abide by and observe the Rules/Regulations and safety measure in force with regard to repair and maintenance of equipment and

installations systems covered under this award and the Contractor shall be responsible for the same.

- p. The Contractor shall keep the Embassy indemnified from any penalties or litigation arising due to non-compliance of any rule/regulations in discharge of the responsibilities.
 - k) The Contractor shall be responsible for any damage / loss caused to the property of the Indian Embassy or any third party due to failure in discharging its responsibilities under this Contract. Negligence of the Contractor shall make good all such damages / losses to the fullest satisfaction of the Embassy so affected.
 - c) During the period of Contract, the Contractor will be responsible for proper and consistent functioning of all items, equipment
 - d) The Contractor has to use all products / materials/spares as per already installed make OR as approved by the Employer.
 - e) All Tools, Tackles, Stair, Tester, Testing Kit, etc., shall be arranged by the Contractor at its own expense.
 - f) Maintenance service will include up keeping and tightness of all Fittings perfect working condition.
 - g) Cleaning of equipment/ Fittings/Fixtures at least once a month.
 - h) On completion of the Contract, the Contractor will have to hand over all the equipment and Installations in perfect running condition.
 - i) if the equipment & accessories broken/damaged in the time of maintenance due to carelessness, the Contractor should replace such equipment & accessories, with own cost & risk.
- a. The Contractor shall make his own transportation arrangements for all the required materials to site of works, as well as disposal of any waste material, complete to the satisfaction of the Employer.
 - b. The maintenance work has been categorized in three parts:
 - 3. **Repairs:** Contractor has to immediately attend repair works in urgent basis and have to make functional soonest possible. Repairs work shall be attended on an urgent basis which can be repaired within the Embassy Complex.
 - 4. **Replacement of spare parts:** Contractor has to store all allied spare parts so that maintenance work shall be immediately carried out functional. Replacement of spare parts should be attended in urgent basis which can be repaired within the Embassy Complex.
 - c. Supply of spare parts: - The Contractor have to supply & install all spare parts. The contractor shall submit the bills against consumable items after replacement of consumable spare parts except installation charge (material charge only), in which, the Embassy shall pay to the Contractor. The replacement of spare parts should be done in the presence of Security officer/APWO (BOS) of the Embassy.

2. Site, Storage, Services and staff Camp

- 2.1 The Contractor shall visit the site and satisfy himself regarding the space available for his works, and storage of various materials & equipment, etc. All additional spaces required by the Contractor shall be arranged by him at his own cost.
- 2.2 The Contractors staff shall maintain the site in a clean, orderly and deodorized condition.

3. Contract Period

- 3.1 This contract is valid for one year (12 months) period. However, the performance will be evaluated after every three months of award of Contract. If performance is unsatisfactory, the Contract will be terminated after giving one month's notice. The Contract period after successful completion of one year can be extended for another two years on yearly basis on same terms, conditions and charges and subject to satisfactory performance and mutual consent of both parties in writing.

3.2 The Contractor shall take utmost care to ensure that the normal functioning of the Embassy is not disturbed at any stage.

4. Contractor's Supervision and Manpower

4.1 The Contractor shall deploy qualified Supervisors/technicians at the site of works. These Supervisors/ technicians shall be educated/ capable to understand and well known for the maintenance work for security system.

4.2 The Contractor will provide the following manpower.

(a) General Shift - 8.00 a.m. to 6.00 p.m.

Skilled Technician/Engineer cum Supervisor – 01

Skilled Technician/Engineer – 01

(b) Other Shifts – As required by the Employer for urgent complaint, if any.

4.3 The Contractor will ensure that the experience / qualifications of the deputed staff are as under:-

A) Technician/Engineer cum Supervisor – Requisite diploma with working experience of minimum 03 years.

B) Technician/Engineer relating to the security equipments, including Baggage Scanner & software/hardware systems - I.T.I. / license holder with 02 years working experience in the relevant field.

5. Co-ordination

5.1 The Contractor shall fully co-operate with all the Agencies/staffs appointed by Embassy of India so that there is no conflict, in behavior or in progress of work whatsoever at site.

6. Communication to be in Writing & Service of Correspondence

6.1 All references, communications, correspondence made to Embassy of India shall be in writing in English language and no reference, communication or complaint which is not in writing shall be recognized.

6.2 All correspondence/ notices to be given to the Employer under the terms of the Contract shall be served, by sending through registered post or hand delivering the same at the Employer's address.

7. Discrepancies

7.1 All the Contract Documents are complementary to each other and are intended to include or imply all items required for the proper execution and completion of work. What is required by any one shall be as binding as if required by all. In the event there is a discrepancy between the Schedule of Quantities during execution of works, the same shall be brought to the notice of the Employer, whose decision shall be binding on the Contractor.

7.2 The several documents forming part of the Contract are to be taken as mutually explanatory. If there are varying or conflicting provisions made in any one document forming part of the Contract, the Employer shall be the deciding authority with regard to the intention of the document.

8. Security

8.1 The Contractor shall issue identification passes to all his staff, which shall be got scrutinized and stamped by the Employer, for security reasons. For these passes, required for admission of his staff into the site, the Contractor shall furnish to the Employer two photographs of each of his staff and their particulars, and produce satisfactory evidence as to their identity and bonafides for their record. The passes, each of which shall contain the name, photograph & identification number of the staff, shall be returned by the Contractor on demand of the Employer and in any case, on the

completion of the works. In case Police verification for any or all staff is required by the Employer, it shall be got done by the Contractor at his own cost.

- 8.2 Any person employed by the Contractor in the capacity of his staff member, whose attitude and conduct is found unsuitable to the interest of work and general discipline within the premises of work, shall be prevented access into the site by the Employer and this shall be complied with immediately.

9. Rates

- 9.1 The annual charges are **Nrs.** The contracting sum includes the installation charges of spares, cost of staffs, profit and other overhead expenses together with all applicable taxes, service tax and Vat etc. The cost shall also include supervision charges in Kathmandu, including to & fro airfares, lodging & boarding, conveyance, translation and other incidental expenses in respect of his supervisory staff deputed at site from outside Nepal. The total contractual inclusive of all such cost is firm, final and binding.
- 9.2 No escalation shall be paid towards increases in the prices of foreign currency, security material, staffs, petrol/ diesel & lubricants, increase and/ or fresh levy of duties, taxes etc. during currency of the Contract.

10. Mode of Payments

- a. The payments shall be released quarterly as per following schedule:
- c. The Contractor shall submit their bills on quarterly basis as per contracting amount of NPR). The Embassy shall pay such quarterly bills after necessary deduction, if required, as per Contract Agreement. Tax Deduction at Source as per the Government Rules will be applicable from time to time.
 - d. The payment shall be made only after getting satisfactory report from the Security Wing about service and maintenance as per contract.
 - e. The Contracting Agency will have to ensure that the payment of due wages to the persons deployed by the Contracting Agency for this purpose is made before 10th of every month and this should be ensured by the Contracting Agency irrespective of the fact that the Embassy has made the payment to the Contracting Agency or not and whatsoever other reasons.

11. Payments

- 11.1 In case the Contractor supplies sub-standard security materials, spare parts, accessories, etc. which is not acceptable, the same shall be rejected and the Contractor shall re-do/ replace the same at his own cost as per approved by the Employer.
- 11.2 The Employer may withhold the whole or any part of the payment due to the Contractor to the extent necessary to protect the Employer from laws on account of any breach of the Contractor's obligation under the Contract. When the cause for withholding is rectified/ taken care of, such amount as then due and owing shall be paid or credited to the Contractor.

12. Income Tax and other Taxes

- 12.1 Income Tax, Works Contract Tax and other taxes as applicable for the works will be deducted by the Employer from all the interim bills and the final bill of the Contractor, and remitted to the Government account.
- 12.2 It will be the responsibility of the Contractor to indicate the various taxes to be deducted, as applicable for the works, while submitting his Interim and Final Bills. All penalties, interests, charges, etc. if levied by the Government/ Authorities on account of any misrepresentation/ ignorance regarding such taxes to be deducted from his bills, shall be borne by the Contractor.

12.3 The Contractor shall ensure timely clearance of his VAT dues. Any un-refunded VAT amount to the Employer due to negligence of the Contractor shall be deducted from his interim or final bills.

13. Permits & Indemnification and Miscellaneous Expenses

13.1 The Contractor shall obtain and pay for all permits and miscellaneous expenses required for the works. The Contractor shall follow the Safety Code and Model Rules for the protection of health & safety of staff/ labour as prescribed by the Local Authorities.

13.2 The Contractor shall be responsible for all injuries/ damages to persons, animals, things, trees, properties, plant & machinery, roads, streets, footpaths, service lines, etc. which may arise due to his neglect or that by any of his Sub-contractors, employees, labour whether such injury or damage arises from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this Contract, within or outside the site. The Contractor shall indemnify the Employer and hold him harmless in respect of all or any expenses arising from such injury or damage to person and property and also in respect of any claim made under any Acts of Governments of Nepal. The Contractor shall reinstate all damages of any/ every sort mentioned in this clause so as to deliver the whole Contract works complete and perfect in every respect and so as to make good or otherwise specified, all claims including that for damages to the property of the third party.

13.4 The Contractor shall indemnify the Employer against all claims which may be made upon the Employer under the Payment of Wages Act, Minimum Wages Act, and Employer's Liability Act, Workmen's Compensation Act or any other statute in force during the currency of this Contract.

13.5 The Contractor shall bear all losses, expenses, compensation, liabilities, etc., financial and/ or legal, consequent to any/ all damages done to the public/ private/ government roads and properties outside the site while transporting materials to the site.

14. Penalty and Grounds for Withholding Payments

14.1 The Employer may withhold the whole or part of any payment due to the Contractor to the extent necessary to protect the Employer from loss on account of any breach of the Contractor's obligations under the Contract. When the cause for withholding is rectified, such amount as then due and owing shall be paid or credited to the Contractor.

14.2 The contractor shall ensure that preventive maintenance are carried out to obviate any major break down. If a major break down occurs, the same shall be rectified within 2 days. Prior permission shall be taken in writing if the contractor is not able to restore the machine within this time frame otherwise he shall be liable for penalty @ Nrs. 500/- per day per machine which shall be deducted from subsequent bill of the contractor.

15. Handing/Taking over of equipment

Handing/taking over of the equipment will be done by Security Wing to/from Contractor and also be taken back from the contractor in proper running and working condition after completion of contract.

16. Force Majeure

16.1 In the event of Force Majeure i.e. unforeseeable events such as war, floods, earthquake, fire, explosion, riots, civil disorder and other adverse weather conditions etc. which are beyond the reasonable control of the Parties, cannot be prevented or overcome and which prevent either Party from meeting their obligations under this Contract, the Contractual obligations as far as affected by such event shall be suspended for as long as the Force Majeure continues provided that the other Party is notified within two weeks after occurrence of the Force Majeure. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder. In the event of Force Majeure, either Party shall be entitled to prolongation of this Contract equal to the delay caused by such Force Majeure. The Contractor shall be granted necessary extension of time to cover the delay as caused by Force Majeure and compensated for any financial

repercussions by the Employer. The amount of such compensation shall be decided by the Employer, whose decision in this matter shall be final and binding on the Contractor.

17. Settlement of Disputes

- 17.1 The disputes and differences arising out of or in connection with the condition of contract, quantities, rates, etc. shall be referred to the Employer whose decision shall be final, conclusive and binding on the Parties here to and shall be without appeal.
- 17.2 All other disputes and differences of any kind whatsoever arising out of or in connection with the Contract or the carrying out of the work shall be referred to the Employer who shall state his decision in writing.

18. Arbitration

- 18.1 If any dispute, difference or question at any time arises between the Parties in respect of the meaning or interpretation of the terms and conditions of this Agreement or covering anything herein contained or arising out of this Agreement or the validity of the enforcement thereof which cannot be settled mutually, shall within 30 (thirty) 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, be referred to Arbitration. Within 30 (thirty) days of the said notice, one Arbitrator shall be appointed by each of the disputing Parties by notice in writing to the other. The two Arbitrators shall select an Umpire whose decision shall be final in case of difference of opinion between the two Arbitrators.
- 18.2 The Arbitration proceedings will be conducted in accordance with and be subject to the Arbitration and Conciliation Act, 1996 (of India) as amended from time to time and the decision of the Arbitrators as mentioned above shall be final and binding on the Parties.
- 18.3 The Arbitration will have its sittings at Delhi. The language to be used in the Arbitral proceedings will be English.
- 18.4 The Contractor shall continue to perform his duties as far as practicable with diligence notwithstanding the fact that a dispute has been referred to Arbitration or any dispute or difference has arisen. It is also the term of Agreement that if the Contractor does not make any demand for Arbitration in respect of any item in writing within 60 (sixty) days of receiving intimation from the Employer that the final bill is ready for payment, the claim of the Contractor will be deemed to have been waived and absolutely barred and the Employer shall be discharged and released of all liabilities under the Agreement in respect of these claims.

19. Termination of Contract

- 19.1 The Indian Embassy reserves the right to terminate the Contract on account of poor workmanship, failure to mobilized site, noncompliance of work, delay in maintenance work, violation of any Contract provision by Contracting Agency. In such cases, the Contracting Agency is liable to liquidated damages 10% of annual Contract value, besides security deposit.

Contractor

**Embassy of India
Kathmandu**