



भारतीय राजदूतावास  
काठमांडू, नेपाल  
Embassy of India  
Kathmandu, Nepal

**TENDER FOR**

**INVITING SEALED QUOTATION**

**FOR**

**SUPPLY OF VARIOUS ITEMS FOR CUSTOMIZED EMERGENCY KIT AT**

**EMBASSY OF INDIA, KATHMANDU**

**Establishment Section  
Embassy of India, Kathmandu  
Tel – 01-4411851  
email – [estt.kathmandu@mea.gov.in](mailto:estt.kathmandu@mea.gov.in)**

**Tender for Supply of various items for customized emergency kit at Embassy of India, Kathmandu**

**LIST OF DOCUMENTS IN THE TENDER FORM**

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Important dates relating to the tender are as follows:

| <b>S. No.</b> | <b>Particulars</b>               | <b>Date</b>           |
|---------------|----------------------------------|-----------------------|
| i.            | Bid Document Download start date | 10.04.2023            |
| ii.           | Clarification Start Date         | 10.04.2023            |
| iii.          | Clarification End Date           | 01.05.2023            |
| iv.           | Bid Submission Start Date        | 10.04.2023            |
| v.            | Bid Submission End Date          | 01.05.2023            |
| vi.           | Technical Bids Opening Date      | 02.05.2023            |
| vii.          | Financial Bid Opening Date       | To be intimated later |

**APPLICATION LETTER  
(Specimen)**

To

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

**Subject: Supply of various items for customized emergency kit at Embassy of India, Kathmandu**

Dear Sir,

In response to your Tender Notice No. Kat/Estt/551/01/2023 dated April 10, 2023 for the above mentioned contract, I/We, a Private/Public Ltd Company / Partnership / Sole Proprietor submit the bids with the following particulars:

| <b>S. No.</b> | <b>Description</b>  | <b>Particulars</b> |
|---------------|---|--------------------|
| 1             | Name 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)<br>(b) email<br>(c) Mobile No.<br>(d) Website address, if any                              |                    |
| 6             | Address of branches , if any  |                    |
| 7             | Name and address of proprietor /executive director of the company<br>(a) Mobile No.<br>(b) email                      |                    |
| 8             | (a) Name & designation of authorized signatory<br>(b) Address for communication<br>(c) Contact details (Mobile, email |                    |

|       |  |  |
|-------|--|--|
|       | etc)   |  |
| 9     | Annual Turnover for last three financial years                                   |  |
| (i)   |  |  |
| (ii)  |  |  |
| (iii) |  |  |
| 10    | List of major clients with satisfaction certificate                              |  |
| (i)   |  |  |
| (ii)  |  |  |
| (iii) |  |  |
| (iv)  |  |  |
| (v)   |  |  |
| 10    | Any other information or document which may help in assessing bidder's abilities |  |

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 Supply of various items for customized emergency kit at Embassy of India, Kathmandu', 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.

Thanking you,

Yours faithfully

(Bidder's name & signature with stamp)

**Embassy of India  
Kathmandu**

**NOTICE INVITING BIDS**

Embassy of India invites sealed quotations from reputed, experienced and registered suppliers/agencies for **Supply of various items for customized emergency kit at Embassy of India, Kathmandu.**

2. Sealed quotations addressed to "Head of Chancery" may be sent by post or delivered by hand on or before **May 01 , 2023 up to 1500 hrs.** Related documents are available on our website [www.indembkathmandu.gov.in](http://www.indembkathmandu.gov.in) and [www.eprocure.gov.in](http://www.eprocure.gov.in). Details can also be collected from Second Secretary (Estt), Tel 01-4411851.
3. The quotation shall remain valid for 120 days from the date of opening of Technical Bid. Any future clarification and /or corrigendum(s) shall be communicated through '**Tender Notice**' section on the Embassy website [www.indembkathmandu.gov.in](http://www.indembkathmandu.gov.in)
4. The Embassy of India reserves the right to reject/cancel any or all bids without assigning any reason thereto.

**Kat/Estt/551/01/2023 dated April 10, 2023**

Sd/-  
Head of Chancery

### Scope of work:

#### Supply of various items for customized emergency kit at Embassy of India, Kathmandu

2. The details of the items are as follows:

| S. No. | Item                                       | Family Kit<br>(No. of items) | Individual kit<br>(No. of items) | Remarks  |
|--------|--|------------------------------|----------------------------------|--|
| 1      | Safety Vest with Reflective Yellow Stripe  | 04                           | 01                               | Total Qty required:<br>580<br>(128X4 + 68X1)       |
| 2      | Hard Hat                                   | 04                           | 01                               | Total Qty required:<br>580<br>(128X4 + 68X1)       |
| 3      | Pry/ Crow Bar (2 Ft)                       | 01                           | 01                               | Total Qty required:<br>196<br>(128X1 + 68X1)       |
| 4      | Multi-function Army Knife                  | 01                           | 01                               | Total Qty required:<br>196<br>(128X1 + 68X1)       |
| 5      | Leather Palm Work Gloves                   | 02 (Pair)                    | 01 Pair                          | Total Qty required:<br>324 pairs<br>(128X2 + 68X1) |
| 6      | Aluminum Alloy Emergency Whistle           | 04                           | 01                               | Total Qty required:<br>580<br>(128X4 + 68X1)       |
| 7      | LED flashlight                             | 02                           | 01                               | Total Qty required:<br>324<br>(128X2 + 68X1)       |
| 8      | Emergency Candles                          | 04                           | 01                               | Total Qty required<br>580<br>(128X4 + 68X1)        |
| 9      | Waterproof matches                         | 02                           | 01                               | Total Qty required:<br>324<br>(128X2 + 68X1)       |
| 10     | Roll Duct Tape                             | 01                           | 01                               | Total Qty required:<br>196<br>(128X1 + 68X1)       |
| 11     | Kit bag (mentioning <b>EMERGENCY KIT</b> ) | 01                           | 01                               | Total Qty required:<br>196<br>(128X1 + 68X1)       |
|        | <b>Total nos. of kit</b>                   | <b>128</b>                   | <b>68</b>                        |  |

**Note:**

- i. The samples of each item must be provided with the bid documents.
- ii. The kit bag is required for containing the items of Family kit & Individual kit. The bag size must be as per the items mentioned above in the kit (Family / individual). **EMERGENCY KIT** should be mentioned with clear visibility and sufficient font size on the Kit bag.

## **INSTRUCTIONS TO TENDERER**

Tender should be submitted in two parts, Part-I (Technical Bid) & Part-II (Financial Bid). Envelope of Part-I should be superscribed as "Technical Bid for **Supply of various items for customized emergency kit at Embassy of India, Kathmandu**" and Envelope of Part- II should be superscribed as "Financial Bid for **Supply of various items for customized emergency kit at Embassy of India, Kathmandu**"

### **1. Eligibility Criteria:**

| Sl | Particulars                                    | Details   |
|----|--|---|
| 1  | <b>Experience for supply</b>                   | (a) The company/contractor should have experience for supply of similar kind of items for minimum three years.<br><br>(b) Preference will be given to those company/contractor which has experience in working with Diplomatic Missions/Govt. Departments/ reputed Hotels/private organization etc. |
| 2  | <b>Registration No.</b>                        | The company/contractor should have a valid Registration Number either in India and/or Nepal. Copy of the same must be attached with the Technical Bid.  |
| 3  | <b>Turnover</b>                                | The contractor should have a minimum average turnover of Nrs. 10 lakh per year or equivalent in Indian Rupees during the last three financial year.   |
| 4  | <b>VAT/ Taxes</b>                              | Certificate that company/contractor pays VAT/ Taxes regularly and their VAT/ Tax dues are cleared either in India and/or Nepal for the last financial year.   |
| 5  | <b>Declaration for non blacklisted company</b> | The bidder shall give a declaration that it is not blacklisted by any of the government organizations in Nepal or in India.   |

**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 contractor which scores more evaluation marks in the technical bids.

### **2. Local Conditions:**

It shall be the responsibility on part of each tenderer to fully informed/acquainted/familiarized itself with local conditions and factors, which may have any effect on the execution of services to be rendered under the contract. All tenderer(s) intending to bid may visit and make themselves thoroughly acquainted with the local site conditions.



The Embassy shall presume that the tenderer has understood and agreed that all the relevant factors have been kept in view while submitting the bid. No financial adjustment arising thereof shall be permitted by Embassy, on the basis of any non-clarity of information about local conditions being pleaded by the tenderer. Further, no claim for financial adjustment being made by the contract awarded on these tender document will be entertained by the Embassy.

### **3. Validity of bids:**

3.1 Quoted rates must be valid for a period of 120 days from the date of opening of Technical Bids. However, the tenderer should have no objection to extend it, if required by the Embassy.

3.2 The overall offer for the assignment and tenderer(s) quoted price shall remain unchanged during the period of validity. There should be no alteration later after submission of bids.

### **4. Payment Terms & Conditions:**

The payment shall be released to the contractor after successful supply of the product at the site and submission of tax invoice, after ensuring desired quality and specifications of the articles. Payments to the supplier will be made within a reasonable period through cross cheque. No advance payment shall be made to the agency.

### **5. Tender Preparation Expenses:**

All costs incurred by the contractors in the preparation of the tender, presentation and of negotiating the contract including the site visits etc. will be borne by the contractors themselves and in no case will be reimbursable by the Embassy.

**6. Submission:** The proposals (bids) should be submitted in single stage two-bid system comprising of :

#### **6.1. Earnest Money Deposit**

6.1.1 Each Technical Bid must be accompanied with an Earnest Money Deposit (EMD) of Nrs. 25,000/- (Nepali Rupees Twenty five thousands 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.

6.1.2 The Bank Guarantee/DD should be valid for a period of 180 days from the date of opening of Technical Bids.

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

(iv) EMD must be contained in separate Envelope, without which the tender shall not be considered for opening of financial bid.

6.1.2 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.

6.1.3 Refund of Earnest Money Deposit (EMD):

- (i) Refund of EMD to the unsuccessful bidders (without interest) shall be made after expiry of the bid validity and latest on or before 30<sup>th</sup> day after awarding of the contract.
- (ii) EMD of successful bidder shall be refunded after award of the contract and suppl of the items.

6.2 Technical Bid, containing the documents establishing the technical eligibility of the applicant and other documents required for establishing sound financial condition, as per terms & conditions of this tender, Technical bids of only those bidders will be opened who have submitted the EMD, and

6.3 Financial Bid, which should be as per the format given in this tender.

**7. Guarantee:** The contractor shall furnish guarantee for genuineness of the product i.e. the product supplied should be of original make only. In case, any substandard article is supplied, the Embassy shall reserves the right to withhold all the payments due to the contractor and may debar him/her from any future business with the Embassy.

## **8. Financial Bid:**

The rates should be quoted in Nepalese Rupees (NPR) inclusive of all taxes/duties, transportation, installation and other charges, if any as per the **Annexure - I** with complete description failing which the same shall be liable for rejection.

NB: If any of the conditions mentioned in the tender inquiry document are altered/changed/ modified / add any new condition, which are not compliance with tender inquiry document, by tenderer in their proposal, it may be treated as unresponsive and it may be rejected.

## **9. Tender Evaluation:**

9.1 The Embassy will evaluate the entire tenders, strictly on the basis of the predetermined inclusion/exclusion criteria, terms & conditions of the tender and terms & conditions as stipulated by the tenderer(s) in their tenders. During evaluation / scrutiny of the tenders, at any stage, if it is found that any of the tenderer(s)' terms and conditions are not in compliance with tender inquiry document, Embassy may seek the clarification within the specified target time and if the tenderer fails to reply/or not

agree/ accept the terms and conditions, their tender will be treated as unresponsive and it is liable for rejection.

9.2 The samples of each item must be provided by the bidders with the technical bids.

9.3 The suitable samples will be selected by committee after examination.

9.4. After evaluation/ examination of the eligibility criteria and the samples, the bidders will be qualified for opening of financial bids for those items which shall be selected by the committee.

9.5. The contract for supply of items will be awarded (item wise) to the lowest responsive bidders of the respective item.

9.6 Financial Bid of only those bidders' shall be opened who qualify in technical bid evaluation stage.

9.7 The Embassy reserves the right to reject any or all bids without assigning any reason thereof.

#### **10. Award of Contract:**

After due evaluation of the financial bid(s), the Embassy will award the contract item wise to the lowest evaluated responsive bidder for respective item.

#### **11. Delivery and completion period:**

Time is essence for any contract. The Contractor shall ensure delivery and installation of the articles within 30 working days from the day of receiving purchase order on mail/telephone. In exigencies but not in usual practice, the delivery time can be relaxed upto one week. It shall be the sole responsibility of the contractor to deliver the product within stipulated time period. Non compliance of time schedule may endanger the contract and invite penalty.

#### **12. Supplier's Obligations:**

12.1 The suppliers shall ensure that stock of product is available with them and the Contractor shall ensure delivery and installation of the articles within 30 working days from the day of receiving purchase order

12.2 The suppliers shall also ensure quality of the products. They will also ensure that original make products only are supplied.

### **13. Penalty :**

During the contract period, if the contractor fails to supply products under his/her contract; the Embassy reserves the right to withhold all payments due to him/her and debar from any future business with the Embassy. This is also applicable in case if substandard quality products or spurious/duplicate articles are supplied.

### **14. Force Majeure:**

Any delay due to Force Majeure will not be attributable to the bidder. Force Majeure events shall mean one or more of the following acts or events: Acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire or landslide; Radioactive contamination or ionizing radiation; Strikes or boycotts (other than those involving the Supplier or its employees / representatives or attributable to any act or omission of any of them) interrupting supplies and services of the Project for a period exceeding a continuous period of 7 (seven) days; An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents rendering of supplies or specified services by the Supplier for a period exceeding a continuous period of 7 (seven) days.

### **15. Arbitration:**

In case of any dispute or difference arising out of or in connection with the tender conditions / order and Contract, the Embassy and the Supplier will address the dispute / difference on a mutual resolution and failing which, the matter shall be referred for arbitration to a sole Arbitrator to be appointed by the Embassy. The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at New Delhi only. The resolution of the Arbitrator shall be final and binding on both the parties.

### **16. Jurisdiction:**

The courts at New Delhi alone will have the jurisdiction to try any matter, dispute or reference between parties arising out of this tender / contract.

### **17. Clarification:**

The prospective tenderer(s) requiring any clarification regarding the tender document are requested to contact Establishment Section (Phone: +977-1-4411851 and email id: [estt.kathmandu@mea.gov.in](mailto:estt.kathmandu@mea.gov.in)).

At any time prior to the deadline for submission of bids, the Embassy may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer(s), modify the tender document by amendment.

**The amendment will be published on Embassy website. In order to afford prospective tenderer(s) reasonable time to take the amendment into account and preparing their bid, the Embassy may, at its discretion extend the deadline for the submission of Tender.**

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## General Terms & Conditions

1. The tenderer/bidder is bound by all terms and conditions of this Tender and any violation may invite forfeiture of his contract.
2. No conditional tenders shall be accepted.
3. Embassy of India, Kathmandu reserves the right to relax, modify any or all tender conditions.
4. There is no fee to apply for the tender. However, only serious and eligible agencies are welcome.
5. Each bidder shall submit only one bid.
6. Telex or Facsimile bids are not acceptable. Bids received late including postal delay in open condition not meeting the tender conditions/incomplete in any respect are liable to be rejected.
7. The bidder shall furnish a list of companies, organization including foreign companies in Nepal, Diplomatic Missions and reputed hotels with whom they have a professional relationship such as for supply and installation of Computers, Laptops and Printers.
8. The contractor shall not further sub-contract, the whole or any part of the contract, under any circumstances to a third party.
9. The contractor shall be solely responsible for any damage/loss of equipment, caused by the contractor or any of its representatives during execution of contract. The Embassy shall not be liable to compensate on this account.
10. It is the responsibility of the contractor to ensure that all local laws and regulations are followed.
11. It is expected that the bidders who wish to bid for this tender have highest standards of ethics.
12. Bidders are advised to visit the site and ascertain the requirement before submitting their bids. No variation in amount or any other conditions would be entertained post submission of the bids.
13. All bidders shall submit all tender documents with their signature and company's stamp along with the technical bid. In financial bid, there should be only rates of the items as per Annexure-I.
14. The rates should be inclusive of all other charges including transportation charges. The agency shall deliver the product at the site of the Embassy and no extra charges shall be paid on account of delivery charges.
15. The Embassy reserves the right to extend the date of receiving/opening of bids. All such details would be communicated on our website [www.indembkathmandu.gov.in](http://www.indembkathmandu.gov.in) under the 'Tender Notice' Section.

### **Declaration by the Firm/Agency**

This is to certify that we have not been debarred and blacklisted by any government agency or organization in Nepal or in India. Further, before signing this tender, It is certified that I/we have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Signature of authorized person with firm's seal

Name:

Address:

Phone No (O):

email:

Date:

## Financial Bid format

| S. No. | Item                                       | Unit    | Unit rate in NPRs.<br>(Excl. VAT) |
|--------|--|---------|-----------------------------------|
| 1      | Safety Vest with Reflective Yellow Stripe  | 01      |                                   |
| 2      | Hard Hat                                   | 01      |                                   |
| 3      | Pry/ Crow Bar (2 Ft)                       | 01      |                                   |
| 4      | Multi-function Army Knife                  | 01      |                                   |
| 5      | Leather Palm Work Gloves                   | 01 pair |                                   |
| 6      | Aluminum Alloy Emergency Whistle           | 01      |                                   |
| 7      | LED flashlight                             | 01      |                                   |
| 8      | Emergency Candles                          | 01      |                                   |
| 9      | Waterproof matches                         | 01      |                                   |
| 10     | Roll Duct Tape                             | 01      |                                   |
| 11     | Kit bag (Mentioning <b>EMERGENCY KIT</b> ) | 01      |                                   |