

**NOTICE INVITING TENDER FOR SELECTING CONTRACTOR FOR THE WORK OF
“PROVIDING AND FIXING POLY CARBONATE SHEET ON THE NEW M.S. FRAMED
STRUCTURE OF TERRACE GARDEN AND PAINTING OF ALL M.S. STRUCTURE OF
GARDEN WITH SYNTHETIC ENAMEL PAINT OVER A COAT OF PRIMER IN INDIA
HOUSE OF THE EMBASSY OF INDIA, KATHMANDU”.**

The President of India acting through the Head of Chancery, Embassy of India, Kathmandu, Nepal requests proposals in sealed envelopes from appropriately qualified and adequately experienced Contractors for **“Providing and fixing of poly carbonate sheet on the new M.S. framed structure of terrace garden and painting of M.S. structures of all the gardens with synthetic enamel paint over a coat of primer in India House of the Embassy of India, Kathmandu”**. The proposal duly completed in prescribed format as per Notice Inviting Tender (NIT) must reach the office of Head of Chancery, Embassy of India, Kathmandu, Nepal, on or before 1500 hrs on 29.05.2023. The detailed tender document along with its annexure may be downloaded from Central Procurement Portal at www.eprocure.gov.in and also the official website of the Embassy of India, Kathmandu at www.indembkathmandu.gov.in and may be collected physically from JE (civil), Mob. No.-9818034332, email: jecivil.kathmandu@mea.gov.in. Bidders are advised to keep visiting the above mentioned website from time to time (till the deadline for bid submission) for any updates in respect of the bid document, if any. Failure to do so shall not absolve the applicant of his liabilities to submit the applications complete in all respect including updates thereof, if any. Incomplete applications may be liable for rejection.

2. The objective of this Notice Inviting Tender is to select an appropriately qualified and adequately experienced Contractor by the Embassy of India, Kathmandu, Nepal for the work **“Providing and fixing of poly carbonate sheet on the new M.S. framed structure of terrace garden and painting of M.S. structures of all the gardens with synthetic enamel paint over a coat of primer in India House of the Embassy of India, Kathmandu”** at Embassy of India, Kathmandu.

3. Location and description of Property:

Embassy of India,
P.O. Box NO.292,
336, Kapurdhara Marg,
Kathmandu, Nepal-44600

4. Scope of Work:

Attached at Section IV

5. Period of Completion: 30 days

Site visit: Physical visit to the site is advisable to have a general idea about the extent of works required and the amount of involvement by the Contractor. Interested firms can visit the site from 1000 hrs to 1500 hrs after prior appointment with Head of Chancery, Embassy of India, P.O. Box NO.292, 336, Kapurdhara Marg, Kathmandu, Nepal-44600; email-hoc.kathmandu@mea.gov.in with a copy to JE(Civil) at email: jecivil.kathmandu@mea.gov.in

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

- (i) **EMD & Technical Bid** shall be submitted **in two separate sealed envelopes** and shall contain 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
- (ii) **Financial Bid** shall be submitted in a **third separate sealed envelope**. The Bid should be in the format given in this tender.

The last date of submission of sealed bids is 1500 hrs on 29.05.2023 in the office of Head of Chancery, Embassy of India, P.O. Box NO.292, 336, Kapurdhara Marg, Kathmandu, Nepal-44600, email- hoc.kathmandu@mea.gov.in. Technical bids will be opened on 1600 hrs on 29.05.2023 in the Embassy of India, Kathmandu, Nepal. All pages of the submission document must be signed by authorised signatory.

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HOUSE OF THE EMBASSY OF INDIA, KATHMANDU”.**

Tender Documents

Tender Contents

A. Technical Bid Documents:

Document I : Invitation to Tender

Document I – S-I : Instruction to Bidders (Section-I)

Document I – S-II : Introduction and Credentials of Bidder (Section-II)*

Document I – S-III : Terms and Conditions of contract (Section-III)

Document I – S-IV : Scope of Work (Section-IV)

Document I – S- V : Standard formats for Earnest Money Deposit (EMD)/Guarantee, etc.
(Section-VII)

Document I – S- VI : Undertaking for adherence to Code of Integrity (Section- VIII)

** Section-II - Documents about the credential of the bidder, resources, company brochures, construction methodology, experience, management techniques, and any other information about bidder – These documents are to be supplied and attached by the bidder.*

B. Financial Bid Documents:

Document II : Schedule of Quantity/Items/Bill of Quantities (SOQ) for quoting rates – Bidder is to provide rate in SOQ. (Section-V)

Document III : Form of Tender, Financial bid letter (Section-VI)

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Invitation to Tender

1. The President of India acting through the Head of Chancery, Embassy of India, Kathmandu, invites the item Rate Tender for the work **“Providing and fixing of poly carbonate sheet on the new M.S. framed structure of terrace garden and painting of M.S. structures of all the gardens with synthetic enamel paint over a coat of primer in India House of the Embassy of India, Kathmandu** . The Price / Amount tender shall be on the basis of following tender documents:

Technical Bid Document:	
Document – I	Press Notice, Invitation to Tender, Instructions to Bidders, Scope of Work , Eligibility Criteria, Conditions of contract And Earnest Money Deposit(EMD).
Financial Bid Document:	
Document- II	Form of Tender.
Document- III	Schedule of Items (Rates and total price to be quoted on this by bidder).

2. The last date of submission of sealed bids is 1500 hrs on 29.05.2023 in the office of Head of Chancery, Embassy of India, P.O. Box NO.292, 336, Kapurdhara Marg, Kathmandu, Nepal-44600, email- hoc.kathmandu@mea.gov.in. Any Tender received after this date and time will not be considered.

3. Technical bids will be opened on 1600 hrs on 29.05.2023 in the Embassy of India, Kathmandu. Applicants may send their representative to be present during opening of bids after obtaining prior permission from the Embassy of India, Kathmandu.

4. Only those bidders who qualify in technical evaluation criteria will be eligible for opening of financial bids. Date of opening of the financial bids will be intimated to the technically qualified bidders separately.

5. The Bid shall remain valid for a period of One Hundred twenty (120) days from the date of opening of technical bid or till any extended period beyond 120 days, with the consent of both the parties.

6. Eligibility Criteria:

6.1 Similar work: The Tenderer must have satisfactorily completed in the last seven years calculated from the date of completion of work to the previous day of last date of submission of bid (i) One similar work of value of NRs. 9,56,000/- or (ii) Two similar works of value of NRs. 5,97,500/- each or (iii) Three similar works of value of Nrs. 4,78,000/- each.

Similar works shall means **“Civil Construction Work”**

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple interest rate of 7% per annum, calculated from the date of completion of work to the previous day of last date of submission of bid

6.2 Bank Solvency: Certificate of Solvency for NRs 4,78,000/- certified by a commercial bank. The certificate should not be older than six months.

6.3 Annual Turnover: The average annual turnover of the tenderer should be at least equal to NRs 3,58,500/- during the immediate last three consecutive financial years.

6.4 Profit-Loss: The tenderer should not have suffered loss in the immediate previous financial year.

7. Defects Liability Period: Defects Liability period will be twelve months from date of actual completion of the project.

8. Performance Security: 3% of the contract value shall be submitted to the Embassy in the form of a Bank Guarantee valid for a period of sixty days beyond the date of the completion of all the contractual obligations of the contractor under the contract and discharged after completion of work. Bank Guarantee shall be deposited within 10 days of issue of Letter of acceptance. Letter of award of work shall be issued and the signing of Contract will take place on receipt of performance security. In case the selected bidder fails to submit the performance security within the stipulated period or withdraws its bid after issuance of letter of acceptance, the EMD submitted by the bidder shall stand forfeited and shall be absolutely at the disposal of the Embassy.
(Format of Performance Security is attached).

9. Financial quote & variations: Contractor shall quote in the Format provided in Section V of the bid document. Before submission of bid the contractor is advised to visit the site for better understanding of the work required. The payment to the contractor shall be based on the measurement of actual quantities. The Contractor shall submit the measurement and get the quantities verified by the Embassy before raising the bill. Any quantity which has not been verified before the Bill submission shall not be paid. The decision of the Embassy in regard to actual quantities shall be final and binding on the contractor.

10. Commencement: Commencement of the works shall be effected within Ten (10) days from the date of issue of Letter of Acceptance or handing over the site, whichever is later. Such 10 days period being defined as the mobilization period.

11. Completion: The Period of Completion for the whole of the works 30 days shall be calculated from the date of commencement of works.

12. Termination of Contract:

Without prejudice to any other remedy under this contract, the Embassy may after giving notice of 10 days, terminate the contract in whole or in part, if:

- i) the contractor has seriously or repeatedly breached the contract, including but not limited to:
 - a) failure to complete the work within the time period(s) specified in the contract, or any extension thereof granted;
 - b) failure to obey instructions in relation to his progress or defective work, material or plant;

- c) failure to supply sufficient and suitable constructional plant, temporary works, labour and material as proposed in the scope of work;
- d) substantial suspension of work for more than the 10 days without authority from the engineer and failure to proceed with the work within 3 days of receipt of notice from the engineer;
- ii) the contractor has committed fraud;
- iii) the contractor fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted;
- iv) If the contract is terminated in whole or in part, the Embassy may take following actions against the contractor:
 - a) Forfeiture of the performance security;
 - b) Forfeiture of the Security Deposit recovered from the payments already made to the contractor.
 - c) Any other action mentioned elsewhere in this document.
 - d) However, in case of partial termination, the contractor shall continue to fulfil the contract to the extent not terminated.

13. Retention Money: 5% of contract amount of each bill for payment shall be deducted. 50% of this retention money would be released on successful completion of the contract and balance 50% of Retention money could be released after the completion of Defect Liability period.

14. Arbitration:

- 14.1** If any dispute, difference or question at any time arises between the Embassy and the Contractor in respect of the agreement signed which cannot be settled mutually or in case of termination, shall be referred to arbitration.
- 14.2** The arbitration proceedings will be conducted in accordance with and be subject to the UNCITRAL (United Nations commission on International Trade Laws) Arbitration Rules, as amended from time to time and the decision of the arbitrators as mentioned above shall be final and binding on the parties.
- 14.3** The Arbitration will have its sittings in Embassy of India, Kathmandu

15. Rejection: Embassy of India, Kathmandu reserves the right to accept or reject proof of credentials at its sole discretion without having to furnish reasons thereof, to the applicants. Submission of false information/document shall render the bidder ineligible. The Embassy of India, Kathmandu, shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.

16. Sub-contractors: Sub-Contracting in any form is not allowed.

Address:	Head of Chancery P.O. Box NO.292, 336, Kapurdhara Marg, Kathmandu, Nepal-44600
Email :	hoc.kathmandu@mea.gov.in

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Section-I

1. INSTRUCTION TO BIDDERS

1.1 The Bidding Documents comprises of:

Section-I	:	Instruction to bidders
Section-II	:	Introduction and Credentials of Bidder
Section -III	:	Terms and conditions of Contract
Section- IV	:	Scope of work
Section- V	:	Schedule of Quantity
Section - VI	:	Form of Bid
Section-VII	:	Standard formats for Bank Guarantee
Section- VIII	:	Format of Undertaking for adherence to Code of Integrity.

1.2 Site visit: Physical visit to the site is advisable to acquaint himself with the Site and to understand the scope of Work. The tenderer shall take entire responsibility in the interpretation of the site conditions. No consideration or compensation will be given for any alleged misunderstanding of the nature of the work to be executed.

1.3 Cost of Tendering – The Embassy of India, Kathmandu will not be responsible to compensate for any expense or losses which might have been incurred by the Tenderer in the preparation and submittal of his Tender/bid.

1.4 Earnest Money Deposit–

1.4.1 The bidder shall submit a Demand draft or Banker's cheque or Bank Guarantee (as per attached format) amounting to NRs. 23,900/- or in equivalent Indian Rupees in the attached format drawn Nationalized/Scheduled/Commercial Bank in favour of Embassy of India, Kathmandu.

1.4.2 The format of Bank Guarantee is prescribed in Section-VII of the Bid document.

1.4.3 Demand draft or Banker's cheque or Bank Guarantee should be valid for 120 days from the date of opening of Technical Bids.

1.5 Refund of Earnest Money Deposit (EMD)

1.5.1 Refund of EMD (without any interest) to the unsuccessful bidders shall be made after expiry of the final bid validity and latest on or before 30th days after the declaration of the result of first stage i.e. Technical Evaluation .

1.5.2 EMD of successful bidder shall be refunded (without any interest) after the submission of Performance security of 3% of the contract value in the form of a Bank Guarantee only(as per attached format), drawn from any Nationalized/Scheduled/Commercial Bank in favour of Embassy of India, Kathmandu.

- 1.5.3** In case the successful bidder shows his inability and do not submits the Performance Security as stipulated above, the entire EMD amount shall be forfeited by the Embassy and the contractor will not have any claim on the forfeited amount whatsoever.
- 1.6** The bidder shall examine the scope of work and other Documents and all Addenda (if any) before submitting his Tender/Bid and shall become fully informed as to the extent, quality, type and character of operations involved in the Works.
- 1.6.1** Bidders are required to quote prices in the financial bid Proforma annexed with the Bid document.
- 1.6.2** The Total Price/amount must be quoted both in figures and in words in the financial bid and the currency must be Nepali Rupees only.
- 1.6.3** In case of any discrepancy between figures or words, the Total amount quoted in words shall be taken to be correct for this tender.
- 1.7** **Validity of Bid** - The Bid shall remain valid for a period of One Hundred Twenty (120) days from the date of opening of technical bid or till any extended period beyond 120 days, with the consent of both the parties
- 1.8** **Tender and Schedule of Quantities**
- 1.8.1** Schedule of Quantities is enclosed in the document. Bidders are requested to identify and quote the rates of individual items.
- 1.8.2** The bidder, prior to the submission of the tender, shall evaluate and ascertain quantities of the items in Schedule of Quantities as per the scope of the work, and site visit.
- 1.8.3** It shall be the responsibility of the bidder to satisfy himself of the completeness of the documents for the scope of work and his own assessment of the work after site visit and as per the tentative scope of work mentioned in tender document.
- 1.9** **Final Tender Price** - Decision on bid will be taken based on the final price quoted in the financial bid. Price/Total amount as quoted in the financial bid shall be the basis for deciding the tender quote and the L1 bidder.
- 1.10** **Errors and Rectification:**
- 1.10.1** In case of any discrepancy between figures or words, the amount quoted in words shall be taken to be correct for this tender.
- 1.10.2** Any error in the bid document shall be brought to the notice of the Embassy of India, Kathmandu. The interpretation of the Embassy in case of any error in the bid document will be communicated to the bidders/contractor, which shall be final and binding on them.
- 1.10.3** During the evaluation of Price Bids, the tender evaluation committee shall correct arithmetical errors on the following basis:
- 1.10.3.1** only for unit price Contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- 1.10.3.2** if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected;

1.10.3.3 if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to 1.10.3.1 and 1.10.3.2 above.

1.10.4 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security shall be forfeited.

1.11 Submission of bids: Bidders shall submit their bid in a large sealed envelope super-scribed with “**Providing and fixing of poly carbonate sheet on the new M.S. framed structure of terrace garden and painting of M.S. structures of all the gardens with synthetic enamel paint over a coat of primer in India House of the Embassy of India, Kathmandu**”, which shall have following three sealed envelopes inside:

Envelope A: Should contain the EMD as per Section-VII. This envelope is to be super-scribed as “**EMD**”.

Envelope B: Should contain the documents mentioned in Section-I to Section-IV. This envelope should be super-scribed as “**Technical Bid**”.

Envelope C: Should contain the documents mentioned in Section-V and Section-VI. This envelope should be super-scribed as “**Financial Bid**”.

1.11.1 The last date of submission of sealed bids is 1500 hrs on 29.05.2023 in the office of Head of Chancery, Embassy of India, 101, P.O. Box NO.292, 336, Kapurdhara Marg, Kathmandu, Nepal-44600; email- hoc.kathmandu@mea.gov.in

1.11.2 The date and time for submission may be deferred by an official notification issued by the Embassy of India, Kathmandu to all Bidders. Tenders received after this date and time will not be considered.

1.11.3 Any Bid received after the last date and time of submission will not be considered and will not be opened. Any such unopened Bid will be returned to the respective bidder.

1.12 Conditional Acceptance of the Tender - The acceptance of the Tender shall be conditional and not finally binding upon the Embassy of India, Kathmandu. The Embassy of India, Kathmandu may withdraw the acceptance of the Tender without any notice or other formality and may enter into a new Agreement for the execution of the Works or any part of it.

1.13 Amendments to Tender Document - At any time prior to the date of opening of the tender, the Embassy of India, Kathmandu may issue an addendum in the Tender Document, deleting, varying or extending any item of this Tender Document. Any corrigendum/amendments shall be uploaded on the websites mentioned on the pg.1 of the document.–

1.14 Clarification: Any further information or clarification which the Tenderer may require in order to complete his bid, may contact Sh. Uday Kumar Singh, Junior Engineer (Civil), Embassy of India, P.O. Box NO.292, 336, Kapurdhara Marg, Kathmandu, Nepal-44600, Telephone No.: +977-9818034332; email- jeelect.kathmandu@mea.gov.in / jecivil.kathmandu@mea.gov.in.

1.15 All information requested by and supplied to one bidder will be supplied to all bidders.

1.16 Unless it is in formal manner, as described above, any representation or explanation to the Bidder shall not be considered valid or binding on the Embassy of India, Kathmandu.

1.17 Disqualification of Tender - Tenderer may be disqualified for any reason including but not limited to the following:

1.17.1 If tenderer sets forth any conditions which are unacceptable to the Embassy of India, Kathmandu.

1.17.2 If any tender is submitted under a name other than the name of the individual firm, partnership or corporation that was issued the Tender Document.

1.17.3 If there is evidence of collusion between Bidders.

1.17.4 If Tenderer sets forth any offer to conditionally discount, reduce or modify its tender.

1.17.5 If Bid price is disclosed or become known before opening of Financial Bid.

1.18 Compliance with Laws and Regulations and Pricing of Schedule of Quantities -The attention of Bidders is drawn as to compliance with laws and regulations concerning safety and health, labour regulations, social insurance, labour taxes, tax deduction, import restrictions duties and levies, company's tax, input tax and output tax etc. All rates and sum inserted against items of works and in Form of Tender shall be exclusive of Value Added Tax. The VAT shall be added separately in the relevant row provided in the Form of Tender.

1.19 Compliance with Tender Document - Bidder shall be deemed to have read carefully all the Tender Documents, Specifications and drawings, etc. and visited site. The quoted price are inclusive of all cost and charges and complete in all respect to make the project functional as per the standard and to the entire satisfaction of the Embassy of India, Kathmandu.

1.20 No escalation of price - Price escalation, in rates due to any reasons whatsoever, shall not be applicable and payable.

1.21 Payments: - The Payment shall be made as following:

1.21.1 INTERIM PAYMENT:

No payment shall be made for work, estimated to cost NRs. Five lac or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over NRs. Five lac the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements. JE-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. All the necessary statutory/mentioned deductions shall be made from the Bill before making its payment. In the event of the failure of the contractor to submit the bills, no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. As far as possible payment of the Bills shall be processed within 30 days of the receipt of Bill complete in all aspect. However, in case of any delay in payment of intermediate bills beyond 30 days of submission of bill by the contractor provided the bill submitted by the contractor found to be in order no claim of interest or damages shall be admissible for such delay. All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the JE-in-Charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Embassy under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract. All permissible deductions shall be effected during the settlement of Bills.

1.21.2 FINAL BILL PAYMENT:

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Embassy whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within the period of 60 days, the period being reckoned from the date of receipt of the bill complete in all respect by the Embassy. However, in case of any delay in payment of Final bill beyond 60 days of submission of bill by the contractor no claim of interest or damages shall be admissible for such delay. All permissible deductions shall be effected during the settlement of Bills.

1.22 Adherence to Code of Integrity: - The prospective bidders/contractor shall submit an undertaking (mentioned in Section-VIII) stating that during the process of bidding and during the execution of the resultant contract they shall abide by the code of integrity detailed below and that they understand that not following the above code will render them liable for actions against them as detailed in the code of integrity.

1.22.1 Code of Integrity

The bidders/ contractors (including sub-contractors engaged by them) shall sign a declaration about abiding by the Code of Integrity detailed as under:

1. The bidders, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:
 - i) **“Corrupt practice”**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
 - ii) **“Fraudulent practice”**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
 - iii) **“Anti-competitive practice”**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the Embassy of India, Kathmandu, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
 - iv) **“Coercive practice”**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
 - v) **“Conflict of interest”**: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from

the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain; and

- vi) **“Obstructive practice”**: materially impede the procuring entity’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the procuring entity’s rights of audit or access to information;

2. **Obligations for Proactive Disclosures**

- i) The bidders, contractors and consultants, are obliged to suo-moto proactively declares any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and
- ii) Any bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity;
- iii) Such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest will be evaluated and mitigation steps, if possible, shall be taken by the Embassy of India, Kathmandu.

3. **Punitive Provisions**

Without prejudice to and in addition to the rights of the Embassy of India, Kathmandu to other penal provisions as per the bid documents or contract, if the Embassy of India, Kathmandu comes to a conclusion that a (prospective) bidder/ contractor directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the Embassy of India, Kathmandu may take appropriate measures including one or more of the following:

i) If the bids are under consideration in any procurement:

- a) Forfeiture or encashment of bid security;
- b) calling off of any pre-contract negotiations; and
- c) rejection and exclusion of the bidder from the procurement process.

ii) If a contract has already been awarded:

- a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
- b) Forfeiture or encashment of any other security or bond relating to the procurement;
- c) Recovery of payments including advance payments, if any, made by the procuring entity along with interest thereon at the prevailing rate.

iii) Provisions in addition to above:

- a) Removal from the list of enlisted contractors and banning/ debarment of the bidder from participation in future procurements of the procuring entity for a period not less than one year;

b) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

1.23 Embassy of India, Kathmandu's right to waive

The Embassy of India, Kathmandu reserves the right to waive any deficiency in any tender where such waiver is in the interest of the Embassy of India, Kathmandu except that no proposal will be accepted if the Earnest Money Deposit (EMD) or/any of the preceding statutory documents was not submitted with the tender.

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Section-II

2 Introduction and Credentials of Bidder

(To be submitted by the bidder)

Note: This shall be submitted by the bidder. This should be a brief introduction, background, company details, credentials, VAT & other registration and past performance of the bidder. They may attach any other documents such as company profile, company brochures, achievement of the company etc.

**TENDER FOR SELECTING CONTRACTOR FOR THE WORK OF
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STRUCTURE OF TERRACE GARDEN AND PAINTING OF ALL M.S. STRUCTURE OF
GARDEN WITH SYNTHETIC ENAMEL PAINT OVER A COAT OF PRIMER IN INDIA
HOUSE OF THE EMBASSY OF INDIA, KATHMANDU”.**

Section-III

3 Terms and Conditions of Contract

3.1 The Quoted price shall form the basis of payment to the contractor, as per the terms and conditions mentioned in this document.

3.2 **Quoted price shall be exclusive of VAT** and VAT shall be added separately on the total quoted price.

3.3 Period of completion for the work is 30 Days.

3.4 **Liquidated damages** shall be levied on Contractor for delay in completion if it is ascertained that contractor is responsible for delay. The rate of liquidated damages shall be calculated @ 0.5% per week limited to maximum of 10% of the Tendered Cost of the project. This shall be computed on per week basis.

3.5 **Defects liability period** shall be for One year from the completion of the project. Contractor shall be bound to remove/ rectify / replace any defects / defective work which is noticed during defects liability period at his own risk and cost. Contractor is bound to rectify/replace the defective item of work or workmanship which may come to notice during defects liability period or within the Defects Liability Period. In case of non-compliance of removal/rectification/ replacement of defective item of work or workmanship, the Embassy of India, Kathmandu shall be at liberty to forfeit full or part of his retention money and/or performance guarantee and/or any other money or guarantee of the Contractor available with the Embassy of India, Kathmandu.

3.6 The tenderer shall guarantee among other things, the following:- a. Quality, strength and performance of the materials used; b. Follow up service, if required.; c. Good workmanship.

3.7 **Commencement date of work:** Commencement of the works shall be effected within Ten (10) days from the date of issue of Letter of Acceptance or handing over the site, whichever is later. Such 10 days period being defined as the mobilization period.

3.8 **Payments:** - The Payment shall be made as following:

3.8.1 **INTERIM PAYMENT:**

No payment shall be made for work, estimated to cost NRs. Five lac or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over NRs. Five lac the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements. JE-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. All the necessary

statutory/mentioned deductions shall be made from the Bill before making its payment. In the event of the failure of the contractor to submit the bills, no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. As far as possible payment of the Bills shall be processed within 30 days of the receipt of Bill complete in all aspect. However, in case of any delay in payment of intermediate bills beyond 30 days of submission of bill by the contractor provided the bill submitted by the contractor found to be in order no claim of interest or damages shall be admissible for such delay. All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the JE-in-Charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Embassy under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract. All permissible deductions shall be effected during the settlement of Bills.

3.8.2 FINAL BILL PAYMENT:

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Embassy whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within the period of 60 days, the period being reckoned from the date of receipt of the bill complete in all respect by the Embassy. However, in case of any delay in payment of Final bill beyond 60 days of submission of bill by the contractor no claim of interest or damages shall be admissible for such delay. All permissible deductions shall be effected during the settlement of Bills.

3.9 Price escalation, in rates due to any reasons whatsoever, shall not be applicable and payable.

3.10 **Specification:** The item of work/material used in the work shall be complying with the standard of quality like Indian Standard or equivalent. The material used/or workmanship should be of equivalent or higher standard than the existing standard. Sound engineering practice should be adopted in all items of work execution.

3.11 **Non-completion of work:** In case of non-completion of work within stipulated time or within approved extended time, the Embassy of India shall be at liberty to confiscate the retention money, performance guarantee and any other dues of the Contractor.

3.12 **Force Majeure and EoT clause:** In the event of force majeure i.e. unforeseeable events such as war, floods, earthquake etc beyond the reasonable control of the Parties to the contract 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 without any additional payment.

In Case of delay of work, the contractor shall apply for Extension of Time citing reasons and justification for delay. The Embassy may consider and extend the time period for completion of work without prejudice to the rights and actions mentioned elsewhere in the document. The decision of the Embassy on the period of justified and unjustified delay shall be final and binding on the Contractor. The embassy under its own right may take action under other clauses of this document for the period considered by it as period of unjustified delay.

3.13 Validity of the Contract: This Contract shall become effective and valid from the execution date of signing of the Contract by both the parties. The contract shall remain valid till the successful completion of the work including the liabilities under DLP.

3.14 Additional Work: Embassy of India, Kathmandu shall not allow any claims for additional work performed by contractor unless the additional work is authorized by Embassy of India, Kathmandu in writing prior to the performance of the additional work or the incurrance of additional expenses. Any additional work authorized by Embassy of India, Kathmandu shall be compensated at a rate mutually agreed to by the parties.

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HOUSE OF THE EMBASSY OF INDIA, KATHMANDU”.**

Section-IV

4 Scope of Work

The following scope of work is included in the items of work under this contract and nothing extra shall be payable on any of this account.

1. Providing & fixing 3 mm thick transparent poly carbonate sheet roofing up to any pitch, including fixing with polymer coated 'J' or 'L' hooks, bolts & nuts 8mm dia. G.I plain/bitumen washers all complete on existing M.S. Structure. The sheets shall be clear and smooth as specified.
2. Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade over a coat of red oxide primer on all M.S. structure of garden in India House.
3. Joint of polycarbonate sheet should be sealed properly with proper sealing compound.

Technical Specifications & additional conditions

1. **General Construction:**

3 mm thick clear poly carbonate sheet roofing should be fixed on existing M.S. Framed structure with polymer coated 'J' or 'L' hooks, bolts & nuts 8mm dia. G.I plain/bitumen washers complete.

2. Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade over a coat of red oxide primer on all M.S. structure of garden in India House.

3. **Completeness of Tender**

All sundry equipment, tools and items required for work shall be deemed to have been included in the tender irrespective of the fact whether such items are specifically mentioned in the tender documents or not.

4. **Storage and Custody of Materials**

No separate storage accommodation shall be provided. Watch and ward of the stores and their safe custody shall be the responsibility of the contractor till the final taking over of the installation by the Embassy.

5. **Care of The Building and Equipments**

Care shall be taken by the contractor while executing components of the work to avoid damage to the building or/and the equipments already installed there. The contractor shall be responsible for repairing all the damages and restoring the same to their original finish at his own cost. The contractor shall also remove at his own cost all unwanted and waste materials arising out of the work.

6. **Completion Period**

The completion period indicated in the tender documents is for the entire work of planning, designing, approval of drawings etc., arrangement of materials & equipment, delivery at site including transportation and handing over to the satisfaction of the Embassy.

7. **Water Supply:** Water supply shall be made available by the Embassy at one point in campus free of cost.

8. **Acceptable makes of Various Equipment:** The Acceptable makes can be used only with the prior approval of the JE-in-Charge. The decision of JE-in-Charge in this regard shall be final and binding.

9. **COMPLIANCE WITH REGULATIONS AND APPLICABLE STANDARDS**

All works shall be carried out in accordance with the relevant regulation, both statutory and those specified by the Applicable Standards related to the works under this tender, for execution within the Embassy premises.

10. **Indemnity:**

The Successful tenderer shall at all times indemnify the Embassy against any claims consequent to this works contract. The successful tenderer shall be liable,

in accordance with the Law and Regulations for any accident occurring due to any cause and the contractor shall be responsible for any accident or damage incurred or claims arising there from during the period of erection, construction and putting into operation the equipment and ancillary equipment under the supervision of the successful tenderer in so far as the latter is responsible. The Successful tenderer shall also ensure all insurance including third party insurance as may be necessary to cover the risk. No extra payment would be made to the successful tenderer on account of the above.

11. Erection Tools:

No tools and tackles either for unloading or for shifting the materials for the work would be made available by the Embassy. The successful tenderer shall make own arrangement for all these facilities.

12. Mobilization Advance:

No Mobilization advance is allowed.

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GARDEN WITH SYNTHETIC ENAMEL PAINT OVER A COAT OF PRIMER IN INDIA
HOUSE OF THE EMBASSY OF INDIA, KATHMANDU..”.**

Section-V

5 Schedule of Quantity (SOQ)

(To be submitted by the bidder)

S. No	Description of Item of the work	Qty.	Unit	Rate (in NRs.)	Amount (in NRs)
1	Providing & fixing poly-carbonate sheet roofing up to any pitch, including fixing with G.I screws complete but excluding the cost of purlins, rafters, trusses etc. The sheets shall be clear and smooth as specified.				
1.1	Flat poly-carbonate sheet of 3 mm thick	2200	Sqft		
2	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade over a coat of red oxide primer.	5900	Sqft		
	Total				
	Add VAT @13%				
	Grand Total				
	Say NRs				

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HOUSE OF THE EMBASSY OF INDIA, KATHMANDU..”.**

Section-VI

6 Form of Tender

(To be submitted by the bidder)

TO: Ambassador of India,
Embassy of India, Kathmandu

We have examined tender conditions for the above-named work and have inspected the site and general conditions under which the Works are to be carried out. We offer to execute and complete the Works and remedy any defects therein, in conformity with this Tender, for the price quoted in the template for schedule of quantity, exclusive of VAT.

If this offer is accepted, we will commence the Works as soon as is practicable and complete the Works in accordance with the above-named documents within the time for Completion.

We understand that you are not bound to accept the lowest or any tender you may receive.

Signature:

Name:

In the capacity of -----

Duly authorized to sign tenders for and on behalf of

Address:

Date:

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HOUSE OF THE EMBASSY OF INDIA, KATHMANDU.”.**

Section-VII

1. Bank Guarantee Proforma for EMD

Bank Guarantee No.....

Brief description of contract: ***“Providing and fixing of poly carbonate sheet on the new M.S. framed structure of terrace garden and painting of M.S. structures of all the gardens with synthetic enamel paint over a coat of primer in India House of the Embassy of India, Kathmandu”.***

Name and Address of Beneficiary: Embassy of India, Kathmandu, P.O. Box NO.292, 336, Kapurdhara Marg, Kathmandu, Nepal-44600.

Date:

Whereas M/s (Name of Contractor with address)_____ have submitted their tender for ***“Providing and fixing of poly carbonate sheet on the new M.S. framed structure of terrace garden and painting of M.S. structures of all the gardens with synthetic enamel paint over a coat of primer in India House of the Embassy of India, Kathmandu”*** and one of the tender conditions is for the M/s (Name of Contractor with address) _____ to submit a Bank Guarantee for Earnest Money Deposit amounting to **NPR 23,900/-**. In fulfilment of the tender conditions, we, (Name of Bank with address) _____ hereby irrevocably and unconditionally undertake to pay to you within three working days of receipt of your first written demand, without any demur whatsoever and without seeking any reasons, whatsoever, up to the maximum aggregate amount of **NPR 23,900/-**.

2. This guarantee is valid for a period of 180 (One hundred and eighty) Days and any claim and statement hereunder must be received at the above mentioned office before expiry. After expiry, this guarantee shall become null and void whether returned to us for cancellation or not and any claim or statement received after expiry shall be ineffective.

3. Notwithstanding anything to the contrary contained hereinabove, the maximum liability under this guarantee is restricted to **NPR 23,900/-**.

4. Notwithstanding anything to the contrary contained hereinabove, this guarantee is valid from (date of issue) _____ up to the (date after 180 days from date of issue) _____ and claims under this guarantee should be submitted not later than (date after 180 Days from date of issue)_____.

5. This guarantee may not, without our prior written consent, be transferred or assigned and this guarantee is limited to the payment of a sum of money.

6. This guarantee shall be governed and construed in accordance with the laws of the (Name of the Country)_____ and is governed by the United Rule for Demand Guarantee(URDG) (ICC Publication No.758) and shall be subject to exclusive Jurisdiction of the (Name of the Country) _____ Courts.

Date:
Name:

Place:
Signature:

No. Kat/Civil/872/06/2022
Embassy of India

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Section-VIII

Undertaking for code of Integrity

I hereby declare that I have received the Code of Integrity as detailed in page no-9-11 of tender document. It is my sole duty and responsibility to read and understand the Code, which is an integral part of my Terms and Conditions of Agreement. I shall conduct myself with complete integrity in the execution of my work. I undertake that I will abide by the Code. If for any reason(s) I do not comply with any of the requirements of the Code, I shall not cite ignorance or lack of understanding as my self-defence. I further agree that the Embassy of India, Kathmandu has the absolute right to take action due to any violation of the Code. I fully understand that the Embassy of India, Kathmandu has the absolute right to add, amend, review or delete any of the contents of the Code as and when necessary and that I shall also be liable to such additions, amendments, revisions and/or deletions.

.....

Signature

.....

Name of Agency/Firm (please print in capital letters)

.....

Office Address

.....

Contact No.

.....

Email id

.....

Date

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HOUSE OF THE EMBASSY OF INDIA, KATHMANDU..”.**

Bank Guarantee Proforma for Performance Security

Bank Guarantee No.....

Brief description of contract: ***“Providing and fixing of poly carbonate sheet on the new M.S. framed structure of terrace garden and painting of M.S. structures of all the gardens with synthetic enamel paint over a coat of primer in India House of the Embassy of India, Kathmandu”.***

Name and Address of Beneficiary: Embassy of India, Kathmandu, P.O. Box NO.292, 336, Kapurdhara Marg, Kathmandu, Nepal-44600.

Date:

Whereas M/s (**Name of Contractor with address**) have submitted their tender for : ***“Providing and fixing of poly carbonate sheet on the new M.S. framed structure of terrace garden and painting of M.S. structures of all the gardens with synthetic enamel paint over a coat of primer in India House of the Embassy of India, Kathmandu”***, and one of the tender conditions is for the M/s (**Name of Contractor with address**)_____ to submit a Bank Guarantee for Performance Security (3% of contract value) amounting to (***To be indicated in NPR and calculated as 3% of the tendered cost***). In fulfilment of the tender conditions, we, (**Name of Bank with address**) _____ hereby irrevocably and unconditionally undertake to pay to you within three working days of receipt of your first written demand, without any demur whatsoever and without seeking any reasons, whatsoever, up to the maximum aggregate amount of (***To be indicated in NPR and calculated as 3% of the tendered cost***)

2. This guarantee is valid for a period of **60 Days after the date of completion of work** and any claim and statement hereunder must be received at the above mentioned office before expiry. After expiry, this guarantee shall become null and void whether returned to us for cancellation or not and any claim or statement received after expiry shall be ineffective.

3. Notwithstanding anything to the contrary contained hereinabove, the maximum liability under this guarantee is restricted to (***To be indicated in NPR and calculated as 3% of the tendered cost***)

4. Notwithstanding anything to the contrary contained hereinabove, this guarantee is valid from (**date of issue**) _____ up to the (**date should be two months after the date of completion of work**) _____ and claims under this guarantee should be submitted not later than (**from date of expiry**)_____.

5. This guarantee may not, without our prior written consent, be transferred or assigned and this guarantee is limited to the payment of a sum of money.

6. This guarantee shall be governed and construed in accordance with the laws of the (**Name of the Country**) _____ and is governed by the United Rule for Demand Guarantee(URDG) (ICC Publication No.758) and shall be subject to exclusive Jurisdiction of the (**Name of the Country**) _____ Courts.

Date:
Name:

Place:
Signature: