



TENDER FOR

INVITING SEALED QUOTATION

FOR

PROCUREMENT OF ADDITIONAL CHEMICALS FOR AMMONIA PLANT OPERATION

IN WTP AT EMBASSY OF INDIA, KATHMANDU.

No: Kat/Proj/872/02/2015

**Establishment Section
Embassy of India, Kathmandu
Tel – 01-4411851
email – estt.kathmandu@mea.gov.in**

Tender for Procurement of additional chemicals for Ammonia Plant operation in WTP 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:

S. No.	Particulars	Date
i.	Bid Document Download start date	14.07.2023 1000 Hrs
ii.	Clarification Start Date	14.07.2023 1100 Hrs
iii.	Clarification End Date	04.08.2023 1500 Hrs
iv.	Bid Submission Start Date	14.07.2023 1200 Hrs
v.	Bid Submission End Date	04.08.2023 1500 Hrs
vi.	Technical Bid Opening Date	04.08.2023 1600 Hrs
vii.	Financial Bid Opening Date	To be intimated later

**APPLICATION LETTER
(Specimen)**

To

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

Subject: Procurement of additional chemicals for Ammonia Plant operation in WTP at Embassy of India, Kathmandu.

Dear Sir,

In response to your Tender Notice No. **Kat/Proj/872/02/2015** dated July.14, 2023 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 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) email (c) Mobile No. (d) Website address, if any	
6	Address of branches , if any	
7	Name and address of proprietor /executive director of the company (a) Mobile No. (b) email	
8	(a) Name & designation of authorized signatory (b) Address for communication (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 additional chemicals for Ammonia Plant operation in WTP 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 and experienced suppliers/agencies for **Procurement of additional chemicals for Ammonia Plant operation in WTP 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 **August 04, 2023 up to 1500 hrs.** Related documents are available on our website www.indembkathmandu.gov.in and www.eprocure.gov.in. Details can also be collected from Junior Engineer(Civil), 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
4. The Embassy of India reserves the right to reject/cancel any or all bids without assigning any reason thereto.

Kat/Proj/872/02/2015 dated July 14, 2023

Sd/-
Head of Chancery

Scope of work:

Procurement of additional chemicals for Ammonia Plant operation in WTP at Embassy of India, Kathmandu as per specifications mentioned below:

S. No.	Description of item	Specifications	Total requirement
1.	HCL	HCL of minimum 30 percent concentration shall be supplied in sealed container.	73000 ltr.
2.	NaOH (Caustic Soda)	NaOH (Sodium Hydroxide/Caustic Soda) should be packed in sealed bags on which specification should be mentioned.	2737.50 Kg

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 Procurement of additional chemicals for Ammonia Plant operation in WTP at Embassy of India, Kathmandu" and Envelope of Part- II should be superscribed as "Financial Bid for Procurement of additional chemicals for Ammonia Plant operation in WTP at Embassy of India, Kathmandu".

1. Eligibility Criteria:

Sl	Particulars	Details
1	Experience	(a) The company/contractor should have minimum three years' experience in the field. (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	Registration No.	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	Turnover	The contractor should have a minimum average turnover of NRs. 10.66 lakh or equivalent in Indian Rupees during the last three financial year.
4	VAT	Certificate that company/contractor pays VAT/GST regularly and their VAT/GST dues are cleared either in India and/or Nepal for the last financial year.
5	Declaration for non blacklisted company	The bidder shall give a declaration that it is not blacklisted by any of the government organizations in Nepal or in India.
6	EMD	Each bid must be accompanied with an Earnest Money Deposit(EMD) of NRs. 71,050/- or equivalent Indian Rupees in the form of a Demand draft or Banker's cheque or Bank Guarantee drawn Nationalized/Scheduled/Commercial Bank in favour of Embassy of India.

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 The quotation shall remain valid for 120 days from the date of opening of Technical Bid. However, the tenderer should have no objection to extend it, if required by the Embassy. In case the successful bidder fails to submit the performance guarantee and sign the agreement within the stipulated period mentioned elsewhere in the document, his EMD submitted for the bid is liable for forfeiting.

3.2 Once the work is awarded at the quoted rate the overall offer for the assignment and tenderer(s) quoted price shall remain fixed during the period of validity of contract. There should be no alteration later after submission of bids till the completion of work. No escalation in quoted price of the defined scope is payable.

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. Guarantee: The contractor shall furnish guarantee for genuineness of the quality of material . In case, any substandard material 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.

7. Financial Bid:

The rates should be quoted in Nepalese Rupees (NPR) inclusive of all taxes/duties, transportation 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.

8. The Bank guarantee submitted as EMD shall remain valid for a period of 180 days from the date of opening of bids and shall be payable at Kathmandu only.

9. Earnest Money will be forfeited for following reasons :-

- 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.

10. Refund of EMD :-

i) Refund of EMD to the unsuccessful bidders (Without interest) shall be made after expiry of the bid validity period and latest on or before 30th day from the date of award of contract.

ii) EMD of successful bidder shall be refunded after award of the contract and deposit of Performance Security.

11. Performance Security :

The successful bidder shall deposit Performance Security @ 3% of the total value in the form a Demand draft or Banker's cheque or Bank Guarantee drawn Nationalized/Scheduled/Commercial Bank in favour of "Embassy of India, Kathmandu" at the time of signing of contract. The Performance Security should be valid till 60 days beyond the completion period of validity of contract. After successful completion of all contractual obligations, the Performance Security should (Without Interest) shall be refunded.

12. Tender Evaluation:

12.1 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.

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

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

13. Award of Contract:

After due evaluation of the financial bid(s), the Embassy will award the contract to the lowest evaluated responsive tenderer.

14. Delivery and completion period:

Time is the essence for this contract. The period for supply of material is 12 month. The Contractor shall ensure delivery of the one-twelve of the total quantity of chemicals mentioned in Schedule of quantity or the quantity as requested by JE-in-charge, in each month within the first week on start of a month. 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.

11. Supplier's Obligations:

11.1 The contractor shall ensure that stock of product is available with the supplier and the Contractor shall ensure delivery of the chemicals for the first month within 07 working days from the day of receiving purchase order.

11.2 The contractor shall ensure that the suppliers certify the quality of the products as per the requirements mentioned elsewhere in the tender document. He shall also ensure that the quality materials only are supplied.

12. 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. The penal action for non performance of the obligation by the contractor including forfeiture of performance guarantee and security deposits/retention money deducted shall be initiated, in addition to all other action mentioned elsewhere in the document.

13. 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.

14. 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.

15. 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.

16. Clarification:

The prospective tenderer(s) requiring any clarification regarding the tender document are requested to contact Junior Engineer(Civil) (Phone: +977-1-4411851 and email id: jecivil.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.

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 supplied materials, 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 taxes/duties and 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. Payment should be on monthly basis. Chemicals procured may be verified by the Embassy, before use of those, for establishing the value of payments. The Contractor shall get these quantities verified by the Mission before claiming their actual use. In case the contractor fails to get the quantity verified by the Mission, he shall be assumed to have opted for no payment against these items.
16. 5% of contract amount of each bill for payment shall be deducted as Retention Money. This retention money shall be released on record of practical completion and successful delivery of whole quantity of chemicals in good condition to the Mission by the Contractor.
17. 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 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

Name of Work:- Procurement of additional chemicals for Ammonia Plant operation in WTP at Embassy of India, Kathmandu.

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)
A.	WTP OPERATION WORKS				
1	CHEMICALS				
1.1	Supply of HCL in sealed container having minimum 30 percent concentration.	73000	Ltr.		
2	Supply of NaoH (Sodium Hydroxide/Caustic Soda) packed in sealed bags on which specification should be mentioned.	2737.5	Kg		
	Total				
	Add VAT @13%				
	Grand Total				
	Say NRs				