



**No. Kat/Estt/871/02/2024**

**Embassy of India,  
Kathmandu  
Establishment Wing**

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Kathmandu, dated 17<sup>th</sup> December 2024

### **NOTICE INVITING TENDER**

Embassy of India, Kathmandu invites sealed tenders under two bid system from registered and authorized firms/service agencies for 'Annual operation and Comprehensive Maintenance Contract for swimming pool (including all equipment) and providing required manpower for swimming pool and gymnasium situated at chancery cum residential complex, Embassy of India, Kathmandu, 336, Kapurdhara Marg, Kathmandu.

2. The tender document can be downloaded from the website <https://www.indembkathmandu.gov.in>, and <https://www.eporcure.gov.in> from 18<sup>th</sup> December 2024 (0900 hrs) onwards. Please note that any corrigendum/addendum in the above tender document, if required, will be hosted in the website of the Embassy of India, Kathmandu, i.e. <https://www.indembkathmandu.gov.in>.

3. The interested firms/service agencies should submit the bids in two separate sealed covers, super scribed as "Technical Bid" and "Financial Bid". Both sealed covers should be put in a single envelope super scribed as "Tender No. Kat/Estt/871/02/2024 for AMC for Swimming Pool" addressed to Head of Chancery, Embassy of India, Kathmandu. Please note that tender document will not be accepted after expiry of stipulated date and time for the purpose (07<sup>th</sup> January 2025 up to 1500 hrs) under any circumstances.

4. The Earnest Money Deposit (EMD) of NPR 1,80,000.00 (Nepali Rupees One Lakh Eighty Thousand Only) in the form of Account Payee Demand Draft/Pay Order drawn in favor of "Embassy of India, Kathmandu" is required to be submitted along with tender bids.

5. The Technical Bids will be opened on 07<sup>th</sup> January 2025 at 1600 hrs by a Committee authorized by the Competent Authority of the Embassy. The financial bids of only those bidders, whose Technical Bids are found responsive, shall be opened by the Committee authorized for the purpose. The pre-bid site visit may be conducted on 26.12.2024 between 1500 hrs to 1700 hrs. For any queries, please write to [estt.kathmandu@mea.gov.in](mailto:estt.kathmandu@mea.gov.in).

6. The Competent Authority reserves the right to reject any or all the bids or cancel the tender, without assigning any reason and the decision of the competent authority of the Ministry shall be final and binding.

(Narayan Singh)  
Head of Chancery  
Email: [hoc.kathmandu@mea.gov.in](mailto:hoc.kathmandu@mea.gov.in)

## **LETTER OF BID**

Dated....., 2024

To  
The First Secretary (Head of Chancery),  
Embassy of India, Kathmandu,  
336, Kapurdhara Marg,  
Kathmandu, Nepal

Ref: Invitation for Bid No. Kat/Estt/871/02/2024 dated 17.12.2024

We, the undersigned, declare that:

We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders,

We offer to execute in conformity with the Bidding Documents for AMC for the Swimming Pool at the chancery cum residential complex of the Embassy of India, Kathmandu.

Our bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and shall remain binding upon us and maybe accepted at any time before the expiry of the period.

If our bid is accepted, we commit to submit a Performance Security Deposit in accordance with the Bidding Documents.

We also declare that the Government of India or any other Government body has not declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.

We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,

Authorized Signatory

(Authorized person shall attach a copy of Authorization for signing on behalf of Bidding company)

Full Name and Designation

(To be printed on Bidder's letterhead)

## **IMPORTANT DATES PERTAINING TO THE TENDER**

<b>Events</b>	<b>Date</b>
Notice Inviting Tender	17.12.2024
Starting date for tender submission	18.12.2024 (0900 hrs onwards)
Pre-bid Site visit	26.12.2024 (Between 1500 hrs to 1700 hrs)
Last date for Tender submission	07.01.2025 (up to 1500 hrs)
Opening of Technical Bids	07.01.2025 (at 1600 hrs)
Opening of Financial Bids (of only those who qualify in the minimum eligibility criteria	Date to be intimated later

### **1. GENERAL INSTRUCTIONS**

1.1 For the Bidding / Tender Document Purposes, the Embassy of India, Kathmandu shall be referred to as 'Client' and the Bidder/Successful Bidder shall be referred to as 'Contractor' and / or 'Bidder' or interchangeably.

1.2 The tender documents can be downloaded from the websites of <https://www.indembkathmandu.gov.in> and <https://www.eprocure.gov.in> from onwards. The last date for submission of bids is 07.01.2025 (up to 1500 hrs).

1.3 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.

1.4 The bidder shall submit the copy of the authorization letter / Power of Attorney as the proof of authorization for signing on behalf of the Bidder.

1.5 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount or any other requirements stipulated in the tender documents are liable to be rejected.

1.6 The Parties to the Contract/Agreement shall be the successful bidder (to whom the work has been awarded) and the Client, Embassy of India, Kathmandu.

1.7 For all purposes of the contract including arbitration thereunder, the address of the bidder mentioned in the bid shall be final unless the bidder notifies any change of address by a separate letter handed over personally/courier or by email to the Embassy of India, Kathmandu. The bidder shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner.

### **2. SCOPE OF WORK, SCHEDULE OF REQUIREMENTS, SPECIFICATIONS AND ALLIED DETAILS**

#### **2.1 Specifications**

Size of swimming pool -	Length	: 66 feet
	Breadth	: 32 Feet
	Depth	: 2 feet – 3.28 feet – 5 feet

## 2.2 Scope of AMC

- i) Cleaning, maintenance and ensuring safety measures of swimming pool & related equipment.
- ii) Providing supervisor, life guards (trained and certified), cleaning and security staff
- iii) The tenderer has to submit fortnightly report of the work executed by him.
- iv) The tenderer has to maintain all the required Registers, Visitors books, etc. and same shall be submitted for checking to the representative of the Client (Embassy of India, Kathmandu).

## 2.3 General Terms and Conditions

- i) The work will involve providing skilled personnel for swimming pool every day from 6 am to 8 pm in shifts including Fridays, Saturdays and Holidays however Monday will be weekly off for these personnel. The minimum manpower needed is as follows:-

No.	Description of Manpower/Designation	Number of persons
1	Lifeguard	02
2	Pool Attendant	01
3	Gym Trainer	01

- ii) The manpower provided should be well versed in operating and maintaining the swimming pool and related equipment (motor, pumps, filter plants etc.).
- iii) All the floating dirt should be removed from the swimming pool at least twice daily or more if required.
- iv) Suction sweeper bottom cleaner should be operated daily to remove settled dirt from pool floor for maintaining cleanliness and hygiene in swimming pool.
- v) Water levels should be maintained at appropriate levels at all times in pool.
- vi) Backwashing of the filters to be carried out as per the requirements.
- vii) Water samples should be taken and tested for residual chlorine and pH parameter and Chlorination treatment with other chemical dosing treatment will be administrated as per water parameters. This should be done at least on weekly basis or more if required.
- viii) After dosing, the parameters should be rechecked and a record of residual chlorine and pH should be maintained in the log book.
- ix) The record of day to day operations and maintenance along with the availability of chlorine and other chemicals should be recorded in the log book so as to maintain proper stock of material. The chlorine and other chemicals provided should adhere to required international standards.
- x) If water is found untreated at any time, a penalty of NRs. 5,000/- will be charged per day.
- xi) No child labour should be employed.
- xii) The AMC contractor will clean the premises and surrounding areas at least once daily, or more if required, in order to keep swimming pool in perfect hygienic condition.
- xiii) All employees have to wear neat and clean uniform and have to maintain perfect discipline while on duty as well as within the Embassy premises.
- xiv) The contractor shall provide all cleaning materials and equipment required for maintaining the pool and will hand over all furniture, fixtures and electrical installation, equipment etc. entrusted to him in good condition at the end of the contract period.
- xv) The AMC contractor shall compensate the Embassy of India, Kathmandu for any damage or loss if found to such properties with the replacement value as decided by Embassy of India, Kathmandu either in cash or DD in favour of the Head of Chancery, Embassy of

- India, Kathmandu. In case he fails to pay the amount decided by the EoI, the same will be recovered from the Security Deposit.
- xvi) Spare parts required for preventive maintenance, and in case of breakdown of any equipment/plant, will be provided by the Embassy. The Embassy shall also provide new equipment/plant in case the old equipment/plant is beyond repair. The firm/Agency shall submit to the Embassy a list of all spare parts for pumps, motors, clarifier, chlorination etc. as required for smooth functioning of the equipment/plants. The Contractor shall install the equipment and provide necessary skilled manpower for the above at its own cost under the AMC.
  - xvii) All spare parts and materials shall be genuine and of same make and type as installed wherever applicable and a minimum quantity of spares and materials for routine maintenance may be kept at site, at the cost of Embassy, to minimize time of maintenance. The firm/agency/contractor has to keep all equipment well maintained for the Plants so as to give proper output at all times.
  - xviii) Necessary tools etc. required for comprehensive maintenance of the pool and its plant/equipment shall be provided by the firm /agency /contractor.
  - xix) Proper care shall be taken to avoid major breakdown of the plants and equipment. In the event of any breakdown, on reporting, immediate steps should be taken to rectify the fault. Similarly, if any breakdown takes place due to negligence of firm/ agency/ contractor, the whole component has to be replaced/ rectified to bring it to the original condition immediately.
  - xx) The rates shall be quoted on yearly basis. The rates shall be all inclusive including taxes and duties etc.
  - xxi) Rate should be quoted in figure as well as in words as per ANNEXURE-1.
  - xxii) Embassy of India, Kathmandu reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason or to cancel the tender. The decision of Embassy of India, Kathmandu in this regard shall be final and binding on all.
  - xxii) The firm/agency/contractor shall fulfill the requirement of various law enforcing agencies/local authorities, such as Pollution Control Board, Directorate of Electricity Safety etc. by taking their approvals as and when required.
  - xxiii) The firm/ agency/ contractor will be responsible for the safety of their deputed staff during the performance of their duty at site.
  - xxiv) In case any of staff is not found up to the mark and not able to do work properly, he will have to be changed as per the instructions of Embassy of India, Kathmandu and immediately replaced by another qualified staff.
  - xxv) In case of any problem with the equipment, the firm/agency/contractor shall inform EoI, Kathmandu immediately.
  - xxvi) The firm/agency/contractor shall keep the equipment well maintained, neat and clean and adhere to the maintenance schedule of various equipment given in the respective manuals. Upon placement of work order they will prepare the maintenance schedule and discuss the same with the Embassy's deputed official for its implementation. This may be revised from time to time as per the requirement.
  - xxvii) Penalty: The firm shall rectify any breakdown within 24 hours failing which penalty for non-performance @0.5% per week of delay subject to a maximum of 10% of the contract price will be imposed and in the event of any damage to the property or life arising out of non-performance, contractor will be solely responsible.
  - xxviii) Levy/Taxes payable by contractor - Sales Tax/ VAT or any other tax in respect of this contract shall be payable by the contractor and EoI, Kathmandu shall not entertain any claim whatsoever in this respect.

- xxix) Senior engineers/management personnel of the agency/firm/contractor shall visit the site at least twice a month for inspection and if required, to meet the competent authority in the Embassy.
- xxx) The AMC shall include routine and preventive maintenance as also breakdown maintenance if and when required. Maintenance services shall be provided with 24 hour emergency call out service.
- xxxii) In case of requirement, a competent engineer shall be provided to investigate the fundamental cause of a fault. Temporary quick fix solution will not be accepted.
- xxxiii) The employer shall at his discretion, take action to recover all losses incurred arising from the failure of the contractor to perform the duties either wholly or in part as detailed in this section.
- xxxiv) The routine maintenance and periodical maintenance of all the equipment under the scope of this tender is to be done. Necessary preventive maintenance, breakdowns, if any, is to be attended throughout the day, all 7 days a week, with experienced and qualified personnel.
- xxxv) The routine operation of all equipment is to be done by the experienced and qualified personnel.

### **3. MINIMUM ELIGIBILITY CRITERIA**

3.1 The following shall be the minimum eligibility criteria for selection of bidders at technical bid stage of the bidding process:-

- (a) Legally Valid Entity: The Bidder/Bidding Firm shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the relevant Act or a firm having trade license granted by City Corporation to do business in Kathmandu. The proof for supporting the legal validity of the Bidder/Bidding Firm shall be attached with the bid.
- (b) Registration: The Bidder/Bidding Firm must have VAT registration with the concerned authority. The proof in support of the same shall be attached with the bid documents.
- (c) Experience: The Bidder shall have experience of undertaking AMC for Swimming Pools in Nepal for at least last one year.
- (d) Company profile and information regarding its key personnel: The bidding company shall also include in its bid, as per proforma at Annexure-5 to this document, details about the company and about its key personnel.

3.2 Documents supporting the Minimum Eligibility Criteria:

- (i) As proof of having fully adhered to the minimum eligibility criteria at 3.1 (a), attested copies of certificates issued by the respective authority should be attached with the bid documents.
- (ii) As proof of having fully adhered to minimum eligibility criteria at 3.1 (b), attested copy of VAT registration certificate should be attached with the bidding document.
- (iii) As proof of having fully adhered to minimum eligibility criteria at 3.1 (c), attested copies of experience certificates for completed work/ongoing work issued by the Foreign Embassies/High Commissions/Government Ministries/Departments/Public Sector Companies/

reputed corporate organizations/multinational companies/international clubs shall be attached with bid document.

(iv) As proof of having fully adhered to minimum eligibility criteria at 3.1 (d), copies of supporting documents for company profile/information about key personnel, including copy of National ID, may be provided along with Annexure-5 to this tender document.

#### **4. EARNEST MONEY DEPOSIT**

4.1 The Earnest Money Deposit of NPR 1,80,000.00 (Nepali Rupees One Lakh Eighty Thousand Only) in the form of account Payee Demand Draft/Pay Order issued by any reputed Bank drawn in favor of “Embassy of India, Kathmandu” has to be submitted along-with the bid. The validity of the Demand Draft/Pay Order must be up to six (6) months.

4.2 No request for transfer of any previous deposit of Earnest Money Deposit or Performance Security Deposit or adjustment against any pending bill held by the Embassy in respect of any previous work shall be entertained.

4.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the government or will render the bidder ineligible to submit bids for contracts with the Embassy of India, Kathmandu.

4.4 No claim shall lie against the Mission in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit i.e. no interest will be payable on EMD.

4.5 The bid security may be forfeited:

- (i) If the bidder withdraws his bid during the period of validity of the bids specified by the bidder in the bid form; or
- (ii) In case of successful bidder, if the bidder (a) fails to sign the contract in accordance with the terms of the tender document; (b) fails to furnish required Performance Security Deposit in accordance with the terms of Tender Documents within the time frame specified by the client; or (c) fails or refuses to honor his own quoted prices for the services or part thereof.

#### **5. VALIDITY OF BIDS**

5.1 Bids shall remain valid and open for acceptance for a period of 180 days from the last date of submission of Bids.

5.2 In case, client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.

5.3 The client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

5.4 Site Visit: Interested firms/service agencies may visit the site for visualization and better understanding of the quantum of work on 26.12.2024 between 1500 hrs to 1700 hrs after fixing a prior appointment through e-mail on [estt.kathmandu@mea.gov.in](mailto:estt.kathmandu@mea.gov.in). The site address is Embassy of India, Kathmandu, 336, Kapurdhara Marg, Kathmandu.

## 6. **PREPARATION OF BIDS**

6.1 Language: Bids and all accompanying documents shall be in English only. The technical as well as the financial bids should be submitted in two sets – one original and one copy.

6.2 **Technical Bid**: Technical Bid should be prepared as per the instructions given in the Tender Documents along with all required information, documents in support of the minimum eligibility criteria. **All the documents comprising the Technical Bid shall be put in a separate sealed envelope super scribed as “Envelope A – Technical Bid”.** Documents comprising the Bid:

- a. Technical Bid Submission Form duly signed and printed on Company's letterhead.
- b. Contact Details Form, duly filled and signed & stamped.
- c. All attested supporting documents in proof of having fully adhered to minimum eligibility criteria as referred in Section-3 above.

6.3 **Earnest Money Deposit**: Earnest Money Deposit of NPR 1,80,000.00 in the form of account payee Demand Draft or Pay Order to be submitted separately in a sealed envelope super scribed as **“Envelope B – Earnest Money Deposit”**.

6.4 **Financial Bid**: Bidder shall prepare the Financial Bid in the Price Schedule as provided in the Tender Document. Financial Bid shall be put in a separate sealed envelope super scribed as **“Envelope C- Financial Bid”**.

## 7. **SUBMISSION OF BIDS**

7.1 The Bidding firms have to submit the tenders in two bid system {i.e (i) Technical Bid and (ii) Financial Bid} in the prescribed proforma. Tenders are to be submitted to The First Secretary (Head of Chancery), 336, Kapurdhara Marg, Kathmandu, Nepal. All the documents in support of eligibility criteria etc. and other required documents are to be submitted along with the Tender Documents. No Tender Documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances whatsoever.

The tender shall be submitted in sealed envelopes as described below:

ENVELOPE ‘A’	Technical bid
ENVELOPE ‘B’	EMD (Demand Draft / Pay Order)
ENVELOPE ‘C’	Financial Bid

7.2 No Bid shall be accepted after the specified date and time. However, the Competent Authority in the Embassy reserves the right to extend the date / time for submission of bids, before opening of the Technical Bids.

## 8. **BID OPENING PROCEDURE**

8.1 The Technical Bids (Envelope A) shall be opened in the of the Embassy of India, Kathmandu on 07.01.2025 at 1600 hrs in the presence of bidders or their representatives and the Tender Evaluation Committee constituted by the Competent Authority of the Embassy. After evaluation of Technical Bids, a list of qualified bidders will be prepared



by the Embassy. The Financial bids (Envelope 'C') will be opened on a subsequent date, which will be intimated to the shortlisted bidders, by mail/phone.

- 8.2 Bids shall be declared as valid or Invalid based on the preliminary scrutiny, i.e. on site verification of documents submitted by the bidders by the Tender Evaluation Committee. The financial bids will be opened on result of such scrutiny. However, in case any thing found false or forged in contrary to the documents submitted by the bidder, its bid will be rejected and suitable legal action may be taken.
- 8.3 The Financial Bids of only those bidders, who qualify at Technical Bid stage, shall be opened by the Committee authorized for the purpose. Those bidders, who qualify in the technical bid stage, will be intimated through mail/phone about the date for opening of the Financial Bids.
- 8.4 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, the time remaining unaltered.
- 8.5 A letter of authorization shall be submitted by the Bidder's representatives before opening of the Bids.
- 8.6 Absence of bidder or their representative shall not impair the legality of the opening procedures.
- 8.7 After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated to ensure that the bidder meets the minimum eligibility criteria as specified in the Tender Document.

## **9. CLARIFICATION ON TECHNICAL BID EVALUATION**

- 9.1 The Technical Bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the client shall not be considered. The client's request for clarification and the response shall be in writing.
- 9.2 If a bidder does not provide clarifications of its bid by the date and time set in the client's request for clarification, its bid may be rejected.
- 9.3 Client also reserves the right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 3.2.

## **10. PERFORMANCE SECURITY (PS):**

- 10.1 The successful bidder has to deposit Performance Security which will be a sum equivalent to 10% of the accepted contract value in favor of 'Embassy of India, Kathmandu, payable at Kathmandu in form of account payee Demand Draft/Bank Guarantee within fifteen days of the acceptance of the Letter of Award (LoA). Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the service provider (SP). In case, the contract is further extended beyond the initial period, the Performance Security will have to be renewed accordingly by the SP. No interest shall be paid on Performance Security.

- 10.2 The Performance Security will be forfeited by order of the Competent Authority in Mission in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, portion of the Performance Security, as may be deemed fit by the Mission sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of SP's bill has been received and examined.
- 10.3 If the Contractor fails to provide the Performance Security within fifteen days of the acceptance of LoA, such failure shall constitute a breach of the contract and the Mission shall be free to make other arrangements at the risk, cost and expense of the Contractor.
- 10.4 On due performance and completion of the contract in all respects, the Performance Security will be returned to the SP without any interest on presentation of an absolute 'No Demand Certificate' from the SP and upon return in good condition of any specifications, samples or other property belonging to the client, which may have been issued to the SP, for carrying out work stipulated in the contract.

## **11 VALIDITY OF CONTRACT**

The contract, if awarded, shall be valid for a period of ONE YEAR (01 year). The contract may be extended annually on year to year basis, for further 02 years [maximum tenure 03 years from the date of start of work initially] as per the contract signed on same terms and conditions and same rates, subject to satisfactory services provided by the vendor. In case of breach of contract or in the event of not fulfilling the minimum requirements/statutory requirements, the client shall have the right at any time to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the Contractor and initiating administrative actions for blacklisting etc. solely at the discretion of the competent authority in Mission.

## **12 PAYMENTS**

- 12.1 After award of work, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the SP towards the AMC.
- 12.2 The prices in the Price Schedule shall be inclusive of all applicable taxes as may be levied by the Government from time to time.
- 12.3 The Contractor shall be paid on a monthly basis for the services rendered in the preceding month. The billing cycle will be the 1st of every month to the last day of the month. The Contractor shall submit correct invoice in terms of quality and commercial aspects within 10 days of the succeeding month and payment shall be released within 30 days of submission of acceptable invoices.
- 12.4 All payments shall be made in Nepali Rupees (NPR) by means of bank transfer/cheque.
- 12.5 The Client shall be entitled to deduct in accordance with applicable law, Income Tax or withholding tax or other deductions (as the case may be), from any

payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor.

- 12.6 The payment to the workers in accordance to minimum wages prescribed by the Government of Nepal along with the statutory compliance Bonus is sole responsibility of the Contractor. In case of revision in minimum wages by the Government of Nepal, the same would be absorbed by the Mission. Claim for any other escalation shall not be entertained by the Mission.
- 12.7 No payment shall be made in advance nor will any loan from any bank or financial institution be recommended on the basis of the order of award of work.

### **13. Other Conditions, Force Majeure & Penalty Clause**

- 13.1 The AMC Contractor should not sublet the work to any other agencies.
- 13.2 The contract can be terminated by the Embassy of India, Kathmandu for unsatisfactory service after giving one month's notice to the contractor. The decision of EoI, Kathmandu shall be final in this regard. The EoI, Kathmandu may terminate the contract at any time, without assigning any reason and without giving any prior notice, if it so desires in their interest.
- 13.3 The contractor may at any time terminate the contract without assigning any reasons after giving three months' notice in writing. The Security Deposit will be forfeited, if the contractor chooses to terminate the contract without giving three months' notice.
- 13.4 On the expiry of the contract period, the contractor shall hand over all the articles given by the EoI, Kathmandu in good condition, which were entrusted to him.
- 13.5 The contractor should provide suitable uniforms as approved for his personnel at his cost, and Embassy shall have no responsibility or any obligation legal or otherwise in respect of the affairs of such staff and employees, including their appointment, conduct, discipline, termination, wages and terms and conditions of work, etc. which are the sole obligation of the contractor. The Contractor shall ensure that the staff employed by him is properly, cleanly and neatly dressed and shall be disciplined and polite to the guests at all times. He shall furnish fitness certificate issued by the Medical Officer periodically of the employees and their antecedent should be verified by the police authorities.
- 13.6 If any employee is absent on a given day, the company will provide a substitute for him otherwise proportionate deductions will be made from the monthly payment.
- 13.7 If the contractor or his employees found any belongings of the swimming pool users which is left by them inside the pool should be handed over to the Reception Desk of Embassy of India, Kathmandu immediately.
- 13.8 The contractor shall provide insurance to cover all the deaths or injury occurring during swimming to his employees. A copy of the insurance certificate shall be submitted to the Head of Chancery, Embassy of India, Kathmandu.

- 13.9 The contractor must have satisfactory arrangements for training of its workers. Confirmation in this regard is to be given.
- 13.10 The contractor should submit precise profile of its key clients along with details of services provided.
- 13.11 In case the contractor fails in adhering to the daily maintenance requirements, and Mission has to make alternative arrangements for the servicing/maintenance, then Service Provider would reimburse the cost of such arrangements.
- 13.12 The contractor would be fully responsible for all acts of omission or negligence, dishonesty or misconduct of its employees for work at Mission's premises. The contractor would indemnify Mission against any compensation/claim and damages etc. due to accident or injury to its employees or death due to accident or otherwise, which may arise out of and during the course of their duties. Mission would not be liable to pay any damages or compensation to such cleaners or to any third party.
- 13.13 In case of any complaint, either as regards the nature of service or as regards the behaviors of workers on duty or otherwise, the contractor would be intimated and would be required to take corrective measures promptly.
- 13.14 Embassy of India reserves the right to amend/withdraw any of the terms and conditions in the tender documents or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Embassy in this regard shall be final and binding on all.
- 13.15 The bidder must have modern equipment, latest technical expertise for maintenance of the swimming pool.
- 13.16 Any wrong or misleading information will lead to disqualification.
- 13.17 The bidder shall deploy adequate manpower, equipment and resources to ensure proper maintenance of the swimming pool.
- 13.18 Should any new areas of work not envisaged as being part of this tender document are added, the prices for the new areas of work shall be mutually agreed upon between the Client and the bidder based on the actual rate analysis or as per the prevailing rates as agreed in this tender document.
- 13.19 The bidder would be responsible for all mandatory compliance for social, safety and environmental issues related to the performance of the contractor in the Mission's premises as stated in the eligibility criteria.

**Format for Submitting the Financial Bid  
(To be submitted in a separate sealed cover marked as Envelope-C)**

BID No. **Kat/Estt/871/02/2024**

Date:.....

To,  
The First Secretary (Head of Chancery)  
Embassy of India,  
336, Kapurdhara Marg,  
Kathmandu, Nepal.

Dear Sir,

Sub: Financial Bid for Annual operation and Comprehensive Maintenance Contract for swimming pool (including all equipment) and providing required manpower for swimming pool and gymnasium situated at chancery cum residential complex, Embassy of India, Kathmandu, 336, Kapurdhara Marg, Kathmandu

I / We are submitting tender for Annual operation and Comprehensive Maintenance Contract for swimming pool (including all equipment) and providing required manpower for swimming pool and gymnasium situated at chancery cum residential complex, Embassy of India, Kathmandu, 336, Kapurdhara Marg, Kathmandu' against Tender Notice No. Kat/Estt/871/02/2024 dated **17.12.2024**.

As part of the Bid, we hereby offer Figures.....(In Words.....) for providing AMC for the swimming pool of the Embassy of India, Kathmandu. The above is inclusive of all the applicable taxes; fees, as per regulations.

We have read these conditions carefully and will comply strictly. We agree to bind by this offer if we are selected as the preferred bidder.

If our bid is accepted, we commit to submit a Performance Security Deposit in accordance with the Bidding Documents.

We also declare that the Government of India or any other Government body has not declared us ineligible or black-listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature,

If any information or document submitted is found to be false / incorrect, Embassy can cancel my / our Tender and can take any action as deemed fit including termination of the contract, forfeiture of all dues including Earnest Money and blacklisting of my/our firm and all partners of the firm, etc..

For and on Behalf of:  
Signature (Authorized Signatory)

Designation:

### **Financial Bid**

<b>No.</b>	<b>Particulars</b>	<b>Total Price (in NRs.) per month</b>
1.	Lump sum cost for manpower, cleaning materials, chemicals etc. as per requirement laid down in the Tender document	
2.	<b>Taxes, if any*</b> <i>(percentage rate to be indicated)</i>	
<b>Total (1+2)</b>		

*\*To be quoted at the Government of Nepal prevailing rate and Government Notification to be attached.*

**Annual costing for the above items (Monthly value X 12) =.....**

Note: Above quoted price is complete in all respect, including applicable taxes as per technical specifications and terms & conditions mentioned in the bid document.

Yours faithfully,

(Signature of Authorized Signatory)

Name:\_\_\_\_\_

Designation:\_\_\_\_\_

Company Seal:\_\_\_\_\_

**Letter of Award**

No.:

To:

Date:

[Name of Contractor]

This is to notify you that your tender dated *[insert date]* for the execution of Works for *[name of project/contract]* for the contract price of NPR *[amount in figures and in words]*, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by *[name of Employer]*.

You are requested to convey your acceptance in writing, within three (3) days of receipt of this letter and proceed with the execution of the Works on the basis that this Letter of Award shall constitute the formation of a Contract, which shall become binding upon you signing the Contract Agreement within Seven (7) days and furnishing a Performance Security within fifteen (15) days. We attach the Contract Agreement for your perusal and signature.

Signed

Duly authorized to sign for and on  
behalf of [name of Procuring Entity]

Date:

**Agreement**

THIS AGREEMENT made the [day] day of [month] [year] between [name and address of Employer] (hereinafter called “the Employer”) of the one part and [name and address of Contractor] (hereinafter called “the Contractor”) of the other part:

WHEREAS the Employer invited Tenders for certain works, viz, [brief description of works] and has accepted a Tender by the Contractor for the execution of those works in the sum of NPR [Contract price in figures and in words] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The documents forming the Contract shall be interpreted in the following order of priority:

- a) The signed Contract Agreement;
- b) The Letter of Award by the Employer;
- c) The Letter of Acceptance by the Contractor;
- d) The completed Tender Submission Sheet as submitted by the Tenderer;
- e) Work Methodology;
- f) The priced Bill of Quantities as submitted by the Tenderer;
- g) Scope of Work; and
- h) Performance Guarantee

2. The Contract will be valid for a period of one year from to, which may be extended on yearly basis for a further period of two years (total period of three years) on same rates and same terms & conditions, subject to satisfactory services by the Contractor.

3. The Contract will be valid till completion of all the contractual obligations of the Contractor as per the Tender Document No. Kat/Estt/871/02/2024 dated \_\_\_\_\_.

4. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and to remedy any defects therein in conformity in all respects with the provisions of the Contract.

5. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Nepal on the day, month and year first written above.

For the Employer:

For the Contractor:

Signature

Name

Title

In the presence of

Name

Address



**PROFORMA OF BANK GUARANTEE**  
(On non-judicial paper of appropriate value)

To,

**The Head of Chancery  
Embassy of India  
Kathmandu, Nepal**

BANK GUARANTEE NO:

DATE:

Dear Sir(s)

This has reference to the Work Order No.\_\_\_\_\_ dated\_\_\_\_\_ having been placed by Embassy of India, Kathmandu with M/s (Name & Address of Contractor) for\_\_\_\_\_.

The conditions of this order provide that the Contractor shall,

- a. Arrange to carry out the services listed in the said order by the Client, as per details given in said order, and
- b. Arrange for the service support and provide the items to the Client on site as per the work order and bid documents.

M/s (Name of Contractor) has accepted the said work order with the terms and conditions stipulated therein and have agreed to issue the performance bank guarantee on their part, towards promises and assurance of their contractual obligations vide the work order No\_\_\_\_\_. M/s. (name of Contractor) holds a current account with us and has approached us and at their request and in consideration of the promises, we hereby furnish such guarantees as mentioned hereinafter.

Embassy of India, Kathmandu shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other undertaking of security in respect of the Contractor's obligations and /or liabilities under or in connection with the said contract or to vary the terms vis-a-vis the Contractor or the said contract or to grant time and or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices or the total contract value or to forebear from enforcement of all or any of the obligations of the Contractor under the said contract and/or the remedies of the EoI, Kathmandu under any security(ies) now, or hereafter held by the EoI, Kathmandu and no such dealing (s) with the Contractor or release or forbearance whatsoever shall have the effect of releasing the bank from its full liability of the EoI, Kathmandu hereunder or of prejudicing right of the EoI, Kathmandu against the bank.

This undertaking guarantee shall be a continuing undertaking guarantee and shall remain valid and irrevocable for all claims of the EoI, Kathmandu and liabilities of the Contractor arising up to and until date.....

Your right to recover the said sum of NPR\_\_\_\_\_ (Nepali Rupees\_\_\_\_\_ Only) from us in manner aforesaid will not be affected/or suspended by reason of the fact that any dispute or disputes have been raised the said M/s\_\_\_\_\_ and/or that any dispute or disputes are pending before any officer, tribunal or court or Arbitrator.

Our liability under this guarantee is restricted to NPR\_\_\_\_\_ (Nepali Rupees\_\_\_\_\_ Only). Our guarantee shall remain in force until unless a suit action to enforce a claim under guarantee is filed against us within six months from (which is date of expiry of guarantee) all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

We have power to issue this guarantee in your favor under Memorandum and Articles of Association of our Bank and the undersigned has full power to do under the power of Attorney dated\_\_\_\_\_.

Notwithstanding anything contained herein:

- 1 Our liability under this guarantee shall not exceed NPR.....(in words)
- 2 This bank guarantee shall be valid up to.....& unless a suit for action to enforce a claim under guarantee is filed against us within six months from the date of expiry of guarantee. All your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there after i.e. after six months from the date of expiry of this Bank guarantee.
- 3 We are liable to pay the guaranteed amount or any parts thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before .....
- 4 The Bank guarantee will expire on .....

Granted by the Bank

Yours faithfully,

For (Name of Bank)

SEAL OF THE BANK  
Authorized Signatory

**CONTACT DETAILS FORM****Bidder's description format summary**

Name of the Bidding firm	
Name of Partner(s) & Nationality	
Name of Authorized Signatory  Nationality  Passport No	
Email ID	
Telephone No.	
Fax No.	
Year of Incorporation	
Registration No.	
Service Tax No.	
Registered Office & Address	
Branch offices (With address and Contact details) if any	
Average Annual turnover in the last five financial years	
Total Staff strength with Nationality of Employees	
Total Technical staff percentage	
Nationality of Staff working in Company and to be deputed for work (National of India or friendly country)	

DETAILS ABOUT KEY PERSONNEL OF THE BIDDING COMPANY  
(With ID proof/supporting documents)

- 1.
- 2.
- 3.
- 4.
- 5.

## Bidder information

(More detailed information on the following aspect may be given in typed form)

### Business background

How many years has your firm been in business? How many years under its present business name?

Attach a current organizational chart and include the total number of employees in your firm in Nepal, by various locations.

Claims and Suits (Explain any “Yes” answers)

Has your firm, its subsidiaries or its parent companies, ever filed for bankruptcy?

Has your firm ever failed to complete work awarded to it?

Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your firm or its officers?

Has your firm filed any lawsuits or requested arbitration with regard to any contract(s) within the last five years?

### Financial Information

Please provide copies of your firm’s audited financial statements (income statement, balance sheet, cash flow statements) for the last 3 years.

How long has your company been providing the services outlined in this Tender? Please list contact names and phone number for three (3) companies with which you have entered into facilities/property management contracts, and include a brief description of the scope covered under each.

Please list your top five (5) customers and indicate what % of your business they represent.

Who are your bankers?

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