



**INVITING SEALED QUOTATION FOR RECONSTRUCTION OF LAWN TENNIS  
COURT WORKS AT INDIA HOUSE OF EMABSSY OF INDIA, KATHMANDU**

**No: KAT/PROJ/862/01/2021**

**Establishment Section  
Embassy of India, Kathmandu  
Tel – 01-411851**

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## **1. PRESS NOTICE**

### **INVITATION FOR RECONSTRUCTION OF LAWN TENNIS COURT AT INDIA HOUSE OF EMBASSY OF INDIA, KATHMANDU**

#### **GENERAL INFORMATION**

The Head of Chancery, Embassy of India Kathmandu, for and on behalf of the President of India, invites sealed lump sum tenders for reconstruction of lawn tennis court along with all allied work situated at the India House, Embassy of India, Kathmandu.

1.1 Accordingly, proposals are invited from reputed contractors based in Nepal and or India for reconstruction of lawn tennis court along with all allied work situated at the India House, Embassy of India, Kathmandu. The Contractors should have at least seven years' experience in execution and construction of tennis court works in India and/or in Nepal. They should have satisfactorily completed three similar works costing not less than NRs. 04.40 million each or two similar works costing not less than NRs. 06.60 million each or one similar work costing not less than NRs. 08.80 million during the last seven years ending March 2026. They should also have had average financial annual turnover of NRs. 1.5 million for tennis court works during the last three financial years.

#### **TENDER PROCEDURE**

1. The Bidders should submit the proposals in two parts
  - (a) Technical Bid in a sealed envelope
  - (b) Financial Bid in a sealed envelope
2. Technical Bid should contain all such details as mentioned in the bid document
3. Financial Bid should contain the financial bid for re-construction of lawn tennis court along with all allied work situated s, all transportation costs, all admissible taxes & levies etc.
4. These two Bids should be submitted in separate sealed and super scribed envelopes
5. Both the sealed envelopes should then be sealed in a third outer envelope marked as TENDER FOR RECONSTRUCTION OF LAWN TENNIS COURT ALONG WITH ALL ALLIED WORK SITUATED AT THE INDIA HOUSE, EMBASSY OF INDIA, KATHMANDU, NEPAL The Firm should also super scribe on the top of the outer envelope the name address & contact details of the firm.
6. A complete set of bid documents may be obtained personally by interested eligible bidders on CPP Portal and website of Indian Embassy.
7. All tenders should be addressed and submitted to the Head of Chancery, Embassy of India, 336 Kapurdhara Marg, Kathmandu, Nepal.

8. The last date of submission of bid is 03<sup>rd</sup> June 2026 upto 1500 hrs. The date of submission shall be final and no requests for extension in the date will be entertained. Tender can be submitted by hand or by post. If the tender is sent by post, the Embassy will not be responsible for delay/ loss in postal transit.
9. The Technical Bid shall be opened in the office of the Head of Chancery, Embassy of India, Kathmandu on 03<sup>rd</sup> June 2026 at 1600 hrs before the duly constituted committee. The bidder or his authorized representative may remain present during the opening of such bid
10. On the date of opening, only the envelope containing the Technical Bid will be opened. Financial Bid shall be opened subsequently only of those tenderers, whose technical bid qualifies as per the norms prescribed in the tender document. The date and time of opening of Financial Bid shall be separately informed to the qualified tenderers.
11. Tenders received after due date & time shall not be accepted.
12. The Embassy of India reserves the right to reject any all tenders, wholly or in part, without assigning any reason whatsoever.

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

## 2. NOTICE INVITING TENDER

To

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

Sub: Reconstruction of lawn tennis court along with all allied work situated at the India House, Embassy of India, Kathmandu.

Sealed lump-sum tenders in the prescribed form are hereby invited for and on behalf of THE PRESIDENT OF INDIA through the Head of Chancery, Embassy of India, Kathmandu, for the work of reconstruction of lawn tennis court along with all allied work situated at the India House, Embassy of India, Kathmandu.

No.	Particulars	Details
1.	Name of the work	Reconstruction of lawn tennis court along with all allied work situated at the India House, Embassy of India, Kathmandu.
2.	Earnest Money Deposit	NPR 2,20,000.00 (Nepalese Rupees Two Lakhs Twenty Thousand Only) in the form of a demand draft or bank guarantee in favor of Embassy of India, Kathmandu.
3.	Validity of Offer	180 days from the date of submission of tender bid
4.	Date of commencement	Seven days from the date of Award of Work
5.	Time for Completion	Four months from the date of commencement
6.	Tender to be addressed to	The Head of Chancery, Embassy of India, Kathmandu
7.	Last Date of Submission	03 <sup>rd</sup> June 2026 (up to 1500 hrs)
8.	Date of Opening of Tender (Technical Bid)	03 <sup>rd</sup> June 2026 (up to 1600 hrs)
9.	Security Deposit	05% of the Bill amount
10.	Liquidated Damages	Upto 0.5% of the Contract value per week of delay, subject to a maximum of 10% of the Contract value
11.	Defects Liability Period	12 (twelve) months from the date of completion
12.	Performance Guarantee	5% of the Contract Value in the form of a Bank Guarantee within 15 days from the issue of the Letter of Acceptance
13.	Currency	Indian Rupees/Nepali Rupees

## **2. Mode of Submission of Tenders**

The Tender for the work shall be submitted by the Tenderer in a sealed envelope marked as RECONSTRUCTION OF LAWN TENNIS COURT ALONG WITH ALL ALLIED WORK SITUATED AT THE INDIA HOUSE, EMBASSY OF INDIA, KATHMANDU". The Tenderer should also super scribe on top of the envelope the name, address & contact details of his firm.

This sealed envelope shall contain the tender bid in two separately sealed & super scribed covers, namely 'Technical Bid' and 'Financial Bid', along with the name of the Firm on each envelope.

A. Cover No. 1- Technical Bid shall contain:

- a. Covering letter
- b. Demand Draft / Bank Guarantee towards "Earnest Money Deposit"
- c. Unconditional acceptance to the Tender conditions in its entirety, as per the "Acceptance Letter"
- d. Requisite documents for pre-qualification

B. Cover No. 2 - Financial Bid shall contain:

- a. Tender Document, containing Conditions, Specifications, Schedule of Quantities (rates & amounts duly filled-in) and each page of the document duly signed & stamped by the Tenderer
- b. Tender Drawings, duly signed and stamped by the Tenderer

At the stipulated time of opening of the Tender, "Cover No. 1" shall only be opened. The offers from those Tenderers who are unable to unconditionally accept the Tender conditions and who fail to deposit the required Earnest Money will be rejected.

Tenderers, who unconditionally accept the Tender conditions, deposit the required Earnest Money and fulfill the pre-qualification requirement, shall only be considered for the work and "Cover No. 2" containing the Tender quotation for the work from such Tenderers only shall be opened, the date & time for which shall be intimated to the qualified Tenderers subsequently.

Once the Tenderer has given an unconditional acceptance to the Tender conditions in its entirety, he is not permitted to put any remark(s)/ condition(s) (except unconditional rebate in price, if any) in/ along with the Tender enclosed in "Cover No. 2".

In case the above-mentioned condition is found violated after opening "Cover No. 2", the Tender shall be summarily rejected and the Employer, without prejudice to any other right or remedy, shall forfeit the full said Earnest Money absolutely.

### **3. Earnest Money Deposit**

The Tender shall be accompanied by the Earnest Money Deposit (E.M.D.) of an amount of NPR 220000/- (Nepalese Rupees Two Lakhs Twenty Thousand Only), submitted in the form of a Bank Draft, in the name of 'The Embassy of India, Kathmandu', payable at Kathmandu. The E.M.D. shall be valid for a minimum period of 180 (One Hundred & Eighty) days from the date of submission of Tender.

The Tender, not accompanied by the requisite E.M.D., will be summarily rejected. For the selected Contractor, on acceptance of his Tender, the E.M.D. will be converted into a part of the Security Deposit. No interest shall be paid on the said deposit.

The Employer shall without prejudice or any other right or remedy, be at liberty to forfeit the whole of the Earnest Money Deposit if the Contractor fails to commence the work specified in the NIT (along with the changes in the scope, if any), in the prescribed time or abandon the work before the completion.

4. The Employer reserves the right to accept/ reject any or all the tenders without assigning any reason and are not bind to accept the lowest tender.

5. Extension of time shall not be allowed for submission of the Tender.

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

**Head of Chancery  
Embassy of India Kathmandu**

### **3. FORM OF TENDER**

**To,**

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

Sub: Reconstruction of lawn tennis court along with all allied work situated at the India House, Embassy of India, Kathmandu.

Dear Sir,

We have read and examined the following documents relating to the reconstruction of lawn tennis court along with all allied work situated at the India House, Embassy of India, Kathmandu, Nepal. We have also visited the project site and verified the existing conditions as they relate to the Tender submitted herein:

- Conditions of Contract
- Specifications
- Schedule of Quantities
- Tender Drawings

2. We hereby tender for the execution of the works referred to in the aforesaid documents upon the terms and conditions contained or referred to therein and in accordance with, in all respects, the specifications and designs, drawings and other relevant details, quantities at the rates contained in the schedule of quantities and within the period of completion as stipulated.

3. Earnest Money Deposit & Validity of Offer

We hereby tender the E.M.D. of NPR 220000/- (Nepalese Rupees Two Lakhs Twenty Thousand Only), which will bear no interest, valid for a period of 180 (One Hundred & Eighty) days from the date of submission of the Tender. We also agree to keep the validity of our offer for a period of 180 (One Hundred & Eight) days from the date of submission of the Tender. It shall remain binding upon us as may be accepted by you at any time before the expiration of this period.

If our Tender is accepted, we undertake to commence the works within 7 (seven) days of your order to commence. We also agree that the above-mentioned E.M.D. may be forfeited by you in the event of our failure to abide by any of the terms set out in this paragraph (or failure to commence the work within 7 days from the issue of the letter of order to commence work).

If our Tender is accepted, we undertake to furnish the prescribed performance guarantee within 15 (fifteen) days from the date of issue of Letter of Acceptance/ Intent by you. We

further undertake that if we fail to provide the said performance guarantee within the prescribed period, you shall be at the liberty to forfeit our E.M.D. absolutely.

We also undertake that if we withdraw our Bid during the period of bid validity specified in the tender, you shall be at the liberty to forfeit our E.M.D. absolutely.

4. We agree to complete and deliver the whole of the works comprised in the Contract within four months, calculated from the seventh day from the date of issue of the Letter of Intent by you. We also agree that within this period of four months, we will complete and handover this work to you in a sequential manner, as required by you.

5. Till a formal Agreement is prepared and executed, the Tender, together with your written acceptance thereof, shall constitute a binding Contract between us. We shall be present in your Office at the pre-determined time and complete all the formalities related to the documents, before the site is handed over to us for execution of works.

6. We confirm that after acceptance of our Tender, we shall sign the Agreement/ Contract documents within 15 (fifteen) days of the issuance of the Letter of Intent. Expenses for the execution of the Contract Document including the cost of stamp papers, duty (if any) and other fees/ levies, etc. required to be paid shall be borne by us.

7. We acknowledge and accept that you are not responsible for and shall not defray any expenses incurred by us in visiting the site or in submitting this Tender.

8. We acknowledge and accept that you have unfettered right to reject any or all the Tenders, or to accept any Tender received by you, at your sole discretion, without assigning any reason whatsoever therefor.

9. We acknowledge and accept all liabilities to pay all taxes, VAT and levies on material, labor, fuel, works contract tax, education/ staff/ labor welfare cess, royalty, duties, etc. in force or likely to be levied during the currency of the Contract (including the extended period, if any) and Maintenance Period/ Defects Liability Period, and you shall not entertain any claim whatsoever in that respect. The rates quoted by us are all inclusive, firm and final.

10. We promise to indemnify (through Indemnity Bond on non-judicial stamp paper) and keep you indemnified in respect of all taxes, duties, etc. and all other costs & expenses to be borne & paid by us under the Contract and pay for any permits/ clearances required for the works. We will also take out Comprehensive All-risk Policy (including Third Party) and Insurances under the Workmen's Compensation Act in respect of any claim, if any, against you arising out of the performance of this Contract or otherwise/ whatsoever upto the completion of the Defects Liability Period.

11. We will undertake full responsibility of the works and furnish Guarantee for the works carried out by us.

12. We confirm that our payment for the works is acceptable to us in Nepalese Currency (or if decided by you, in Indian currency).

13. We further hereby agree to abide by all the terms and conditions of the Contract Agreement.

Signature of Contractor  
Or Authorized Representative

Date:

#### **4. ACCEPTANCE LETTER**

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

Sub: ACCEPTANCE OF THE TENDER CONDITIONS – reg.

Sir,

The Tender document for execution of "Reconstruction of lawn tennis court along with all allied work situated at the India House, Embassy of India, Kathmandu." has been obtained by me/ us from CPP Portal or Indian Embassy website.

I/ we have carefully followed the general instructions and read the detailed specifications, schedule of quantities & drawings and have clearly understood all the Conditions of Contract, and I/ we hereby unconditionally accept the Tender conditions of the Tender Documents in their entirety for the above work.

The contents of the Tender Documents have been noted and I/ we confirm that after unconditionally accepting the tender conditions, in their entirety, it is not permissible to put any remark(s)/ condition(s) (except unconditional rebate on price, if any) in the Tender. In case this provision of the Tender is found violated, I/ we agree that the Tender submitted by me/ us shall be summarily rejected and the Embassy of India shall, without prejudice to any other right or remedy, forfeit the full said Earnest Money absolutely.

The required Earnest Money for this work is enclosed herewith.

Yours faithfully,

(Signature of the Tenderer)

With rubber stamp

Date

## 5. ARTICLES OF AGREEMENT

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 2026 between the President of India, represented by the Head of Chancery, Embassy of India, Kathmandu (hereinafter called the Employer) of the one part and \_\_\_\_\_

represented by its Sole Proprietor Partner/Managing Director (hereinafter called the Contractor) of the other part.

WHEREAS the Employer is desirous that certain works should be executed viz: Reconstruction of lawn tennis court along with all allied work situated at the India House, Embassy of India, Kathmandu., for the Republic of India and has accepted a Lump-sum Tender by the Contractor as summarized in the "Schedule of Quantities for Reconstruction of lawn tennis court along with all allied work.

NOW THIS AGREEMENT WITNESSETH as follows:

1.0 In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

### 2. Definitions

2.1 The "EMPLOYER" is THE PRESIDENT OF INDIA represented through the Head of Chancery, Embassy of India, Kathmandu.

2.2 The "CONTRACTOR" is the successful Tenderer on whom a Work order or a Letter of Intent has been issued by the Employer and the legal successors in title to such person, but not (except with consent of the Employer) any assignee of such person.

2.3 The Employer is mentioned as Head of Chancery in this Agreement. The Project Management Consultant shall act as the Employer's representative, and shall have authority to act on behalf of the Employer with respect to all matters pertaining to the Work, Contractor's performance, General & Technical Specifications, Drawings and Schedule of Quantities. The above referenced is treated throughout the Contract as if each were of the singular and masculine gender.

2.4 The "SITE" is the site of the Contract works i.e. India House at the Embassy of India Complex at Kathmandu, Nepal.

2.5 The term "SUB-CONTRACTOR/ SUPPLIER", as employed herein, includes those having a direct Contract with the Contractor for any part/ piece-meal work and it includes one who furnishes materials according to specifications of the Work. Anyone doing work on a piece-rate basis shall be deemed a Sub-Contractor/ Supplier. The Contractor shall be responsible to the Employer for the work performed by its Sub- Contractors/ Suppliers to the same extent as it would be, if the work was performed by the Contractor itself.

2.6 The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

a. Notice Inviting Tender

b. The Original Tender offer submitted by the Contractor

- i. Conditions of Contract
- ii. Specifications
- iii. Schedule of Quantities
- iv. Tender Drawings

c. Subsequent correspondence exchanged between the Employer and the Contractor up to the date of issuance of the Letter of Intent by the Employer

d. The Letter of Intent issued by the Employer to the Contractor, vide letter no. \_\_\_\_\_ dated \_\_\_\_\_.

3. 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, complete and maintain the works till the completion of the Defects Liability Period, in conformity with all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the works the Contract price at the times in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have hereunder set their respective hands and seals on the day, month and year referred to above.

Signed by duly authorized Signatory for and on behalf of the PRESIDENT OF INDIA

Signed by duly authorized Signatory for and on behalf of the CONTRACTOR

Witness

Witness

## **5. INSTRUCTIONS TO TENDERERS**

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

2. The Tenderers shall submit the Tender along with the documents/ information as follows

A. Cover No. 1- Technical Bid shall contain:

- a. Covering letter
- b. Demand Draft towards "Earnest Money Deposit
- c. Unconditional acceptance to the Tender conditions in its entirety, as per the "Acceptance Letter"
- d. Requisite documents for pre-qualification

B. Cover No. 2 - Financial Bid shall contain:

- a. Tender Document, containing Conditions, Specifications, Schedule of Quantities (rates & amounts duly filled-in) and each page of the document duly signed & stamped by the Tenderer
- b. Tender Drawings, duly signed and stamped by the Tenderer

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

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

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

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

c) When the rates quoted by the Tenderer in figures and in words tally but the amount is not worked out correctly, the rate quoted by the Tenderer will be taken as correct and not the amount.

4. This is a fixed cost lump sum Tender and no escalation shall be permissible. Tenderers must carefully examine all the Tender documents containing the Notice Inviting Tender, Conditions of Contract, Specifications, etc. as well as study all the Tender drawings, before quoting for this Tender. The rates quoted by the Tenderers shall be inclusive of all the costs towards dismantling of existing ground, construction of civil, plumbing & electrical works and transportation, levies, VAT, taxes, duties, etc. applicable for the works to be carried out in Kathmandu.

5. Before submitting the Tender, the Tenderer shall visit the site at his own cost and ascertain the status of site and satisfy himself as to the nature of the existing roads or other means of access, communication, the correct dimensions of the work, the area available for taking up works (reconstruction of tennis court) and the facilities for obtaining any special articles called for in the contract document and shall have obtained generally his own information on all matters affecting the commencement, continuation and progress of the Works. No extra charge made in consequence of any misunderstanding or incorrect information of any of these points, or on the grounds of insufficient description, will be allowed.

6. The Tenderers must obtain for themselves, on their own responsibility and at their own expense, all the information which may be necessary, including risks, contingencies and other circumstances to enable them to fill the proper rates in the Tender and for entering into a Contract, and must examine the drawings, specifications and conditions and inspect the site and nature of the work and all matters pertaining thereto before submitting the Tender.

7. No claim for extra payment on the grounds of not having full specifications, or not understanding the drawings or misunderstanding any of the conditions of Contract and instructions to Tenderers will be entertained.

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

9. The Tenderer is deemed to have examined the laws of Nepal and the fulfillment of the various statutory enactments under the same pertaining to his labor and establishment. He will indemnify the Employer from any liability arising out of the same during the execution stage up to expiry of the Defects Liability Period.

10. If the successful tenderer fails to sign the contract within the stipulated period for any reason, the E.M.D. will be forfeited, without prejudice to the Employer's right to re-issue the Tender or award it to any Tenderer considered suitable.

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

## **7. PRE-QUALIFICATION REQUIREMENTS**

The Head of Chancery, Embassy of India, Kathmandu, for and on behalf of the President of India, invites experienced Contractors based in India and/ or Nepal for execution of Reconstruction of lawn tennis court along with all allied work situated at the India House, Embassy of India, Kathmandu, Nepal, for which the pre-qualification requirements are given below:

- i. The Contractor should be based in India and/or Nepal
- ii. The Contractor should have at least seven years' experience in execution of Tennis Court works
- iii. The Contractor should have satisfactorily completed during the last seven years ending March 2026:
  - Three tennis court works costing not less than NRs. 04.40 million each, or
  - Two tennis court works costing not less than NRs.06.60 million each, or
  - One tennis court work costing not less than NRs. 08.80 million
- iv. The Contractor should have had an average annual turnover of NRs. 05.50 million for tennis court works during the last three financial years

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

1. Company Profile
2. Details, as per the enclosed Performa, regarding:
  - a. Organization
  - b. Registrations with various Authorities
  - c. List of similar tennis court works executed by the Contractor during the last three years ending March 2026, giving details as to their size, costs and details of Clients
  - d. List of similar tennis court works in-hand
  - e. A statement showing financial turnover for the last three financial years Certificates from the Clients
4. Name and address of the Bank from whom reference can be obtained
5. Solvency certificate from the Bank
6. Audited balance sheets and profit & loss statement for the last three financial years, duly authenticated by the Chartered Accountant
7. List of supervisors & staff, along with their experience, available with the Contractor

## **PERFORMA**

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1. Name and address of Applicant
2. Telephone No. / Telex No. / Fax No. / E-mail
3. Legal status of the Applicant (attach copies of original document defining the legal status)
  - a. A Proprietary Firm
  - b. A Partnership Firm
  - c. A Limited Company or Corporation
4. Particulars of registration with various Government bodies (attach attested photocopy)

S.No.	Organization/place of registration	Registration No

5. Name and Titles of Directors and officers with designation, to be concerned with this work.
6. Designation of individuals authorized to act for the organization.
7. Was the Applicant ever required to suspend work for a period of more than three months continuously after you commenced the execution of work? If so, give the name of the project and reason for not completing the work.
8. Has the Applicant ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment
9. Has the Applicant ever been debarred/ black listed for tendering in any organization at any time? If so, give details.
- 10 Has the Applicant ever been convicted by a court of law? If so give details.
- 11 Any other information considered necessary but not included above.

12 Similar tennis court works completed during the last three years ending March 2026:

S. No.	Title & Location of work	Size & Application of work	Value (in INR/ NPR)	Client	

13. Similar tennis court works in-hand

S. No.	Title & Location of work	Size & Application of work	Value (in INR/ NPR)	Client	

14. Annual Turnover for the last three years ending financial year 2025-26

Year	Turnover (in INR/NPR)

Contractor's Signature

## **8. CONDITIONS OF CONTRACT**

### **1. General**

1.1 The work in general shall be carried out as per the contract conditions, CPWD specifications & particular specifications, nomenclature of the items given in the BOQ and tender drawings.

1.2 For items not covered under paragraph 1.1 above, the work shall be done as per latest relevant international standards & codes of practice.

1.3 For items not covered by paragraph 1.1 & 1.2 above, the work shall be done as per sound engineering practice as directed by the Project Management Consultant and confirmed by the Employer, whose decision in this regard shall be final and binding on the Contractor.

1.4 The Contractor shall carry out and complete the said work in every respect in accordance with this Contract, under the directions of and to the satisfaction of the Engineer-in-Charge/ Consultant/ Employer.

1.5 The attached tender drawings indicate the scheme for works to be executed in respect of the tennis court. However, the Contractor is required to follow international standards & procedures for such works and shall submit detailed shop drawings for prior to starting execution. The Project Management Consultant may at his discretion, from time to time, issue further drawings and/ or written instructions, details, directions and explanations in regard to:

- i. The variation or modification of the design, quality or quantity of works or omission or substitution of any work
- ii. Any discrepancy in the drawings or between the schedule of quantities and/ or drawing and/ or specifications
- iii. The removal and/ or re-execution of any works executed by the Contractor
- iv. The dismissal from the works of any person employed there upon
- v. Amending and making good of any defects

1.6 The Contractor shall forthwith comply with and duly execute any work comprised in such Project Management Consultant's/ Engineer-in-Charge's instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representative upon the works by the Engineer-in Charge shall if involving a variation, be confirmed in writing by the Contractor within 14 days and if not dissented from in writing within a further 7 days by the Engineer-in-Charge, such shall be deemed to be the Engineer-in-Charge's instructions within the scope of the Contract.

1.7 The prospective bidders may undertake pre-bid meeting or site visit with the authorities of the Embassy on 25.06.2026 at 1500 hrs in the Embassy premises.

## **2. Site, Storage, Services and Labor Camp**

2.1 The Contractor shall visit the site and satisfy himself regarding the space available for his works, and storage of various materials & equipment, etc. All additional spaces required by the Contractor shall be arranged by him at his own cost.

2.2 Labor camps shall not be permitted within the site and his workmen shall maintain the site in a clean, orderly and deodorized condition.

2.3 After completion of the work, the Contractor shall, at his own cost promptly vacate the area.

2.4 The Contractor will not be permitted to make use of any space other than the working space allotted to him without the specific written permission of the Employer.

2.5 All the stores and materials required for the satisfactory completion of the work shall be arranged by the Contractor from his own sources/ open market, from Nepal/ India. The Contractor will store sufficient material, well in advance, for continuity in the progress of the works. No claim, whatsoever, shall be entertained by the Employer on account of delay in either procurement of these materials or non-availability of these materials in the market.

2.6 Storage of materials at the work site shall be at the Contractor's expense and risk. Any damage occurring to material due to any account including faulty storage or on account of negligence on his part or for any other reason, shall be the liability of the Contractor.

## **3. Completion Time of the Project**

3.1 Time is the essence of the Contract. The total completion period for execution of the Tennis Court works is four months. This includes the time required for dismantling of existing tennis court, execution of new concrete base, laying of cushioned synthetic/ acrylic surface, construction of toe walls, erection of fence, light poles & fixtures, net posts, etc., and all other allied works.

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

3.3 The completion period of four months shall include the time taken by the Contractor for transportation, obtaining necessary certificates/ clearances, etc. required for the works.

## **4. Guarantee**

4.1 The Contractor shall guarantee that all tennis court materials supplied & installed by him shall be free from defects.

4.2 The period of the guarantee for SBR rubber cushioned surface with 8 layer synthetic overlay system court material shall be 3 (three) years and 1 (one) year for the rest of the items/ materials, from the date of completion & handing over of tennis court. During the guarantee period, any material found to be defective shall be replaced free of charge and any shortcomings found in the tennis court shall be replaced/ rectified promptly, at no extra cost to the Employer. The Contractor shall provide the necessary personnel and tools for fulfilling the above guarantee.

## **5. Samples, Quality Assurance and Standard Workmanship**

5.1 After award of the Contract, the Contractor shall furnish samples (along with specifications) of all tennis court materials viz. synthetic overlay, fence, light fixtures, nets, roller, etc., to the Employer, with such promptness as to cause no delay in his work.

The approval of the samples by the Employee shall in no way relieve the Contractor from his obligations to provide a complete and satisfactory installation, as per intent and purpose as laid down in the specifications.

5.2 The Contractor shall ensure quality control measures on different aspects of execution including materials & workmanship.

5.3 The Employer has the right to supply any material but execution will be done by the Contractor and rates shall be suitably adjusted for all such items.

## **6. Setting-out and Execution**

6.1 The Contractor shall be responsible for the correctness of the positions, levels & alignment of the entire plantation and for provision of all necessary instruments, appliances & labor in connection with the foregoing responsibilities

6.2 If, at any time during the execution of the works, any error appears in the positions, levels, dimensions or alignment of any part of the works, the Contractor, on being required to do so by the Employee shall, at his own cost, rectify such error to the satisfaction of the Employer & Engineer-in-Charge.

6.3 The checking of any setting-out or of any line or level by the Employee shall not in any way relieve the Contractor of his responsibility for the accuracy thereof.

## **7. Contractor's Supervision and Progress of Works**

7.1 The Contractor shall deploy qualified Supervisors at the site of works. These Supervisors shall be educated/ capable to read the working drawings and understand installation of tennis court components, so as to execute the works as per drawings & specifications.

7.2 The Contractor shall maintain his labor force and supervisory staff as required and as directed from time to time to provide highest standards of Tennis Court works.

7.3 The Contractor shall give all necessary personal superintendence whole time during the execution of the works, and as long thereafter as the Employer/Engineer-in-Charge may consider necessary until expiration of the Defects Liability Period.

7.4 The Contractor shall assume full responsibility for any delay in delivery of materials and not having completed the work in accordance with the agreed time schedule by him. Such excuses shall not form any criterion for extension of time, or any claims by the Contractor.

7.5 The record of labor at site would be logged at a register maintained by the Contractor. The Contractor shall also furnish monthly Progress Reports, giving an accurate record of the progress of the works.

## **8. Co-ordination**

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

## **9. Communication to be in Writing & Service of Correspondence**

9.1 All references, communications, correspondence made to the Employer and the Project Management Consultant/ Engineer-in-Charge shall be in writing and no reference, communication or complaint which is not in writing shall be recognized.

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

## **10. Discrepancies**

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

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

## **11. Water & Power Supply**

11.1 The Contractor shall be provided water & power as required for execution of works by the Mission, without any cost. However, any delay in works due to non-availability of water & power supply shall be on Contractor's account.

11.2 The Contractor shall ensure that he/ his workers do not waste any water & power. In case he wastes the same, the Employer shall be at liberty to levy penalty/ charges at the rates considered suitable.

11.3 The Contractor shall ensure that the existing water & power supply and communication lines in the functioning Embassy Complex are not disrupted/ damaged at any stage during the execution of works, failing which, he shall bear all losses towards rectification/ replacement of the same.

## **12. Security**

The Contractor shall issue identification passes to all his workers/ staff, which shall be got scrutinized and stamped by the Employer, for security reasons. For these passes, required for admission of his workers into the site, the Contractor shall furnish to the Employer two photographs of each of his workers/ staff and their particulars, and produce satisfactory evidence as to their identity and bonafides for their record. The passes, each of which shall contain the name, photograph & identification number of the worker/ staff, shall be returned by the Contractor on demand of the Employer and in any case, on the completion of the works. In case Police verification for any or all labor/ staff is required by the Employer, it shall be got done by the Contractor at his own cost.

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

## **13. Working Hours & Working Days**

13.1 No work shall be carried out at site by the Contractor on National Holidays, as applicable in the Embassy of India, Kathmandu, without written permission, to be obtained well in advance from the Employer and the Engineer-in-Charge.

13.2 The Contractor shall follow the prevalent working hours and holidays, as permitted under the local Labor Laws of Kathmandu, Nepal, enforced from time-to-time. In case the above working hours and days require changes as per the local Laws & Regulations, the Contractor shall inform the same in writing to the Employer & the Engineer-in-Charge- and obtain permission from them.

## **14. Rates**

14.1 This being a Lump-sum tender, the Contractor shall quote a firm amount for the total job.

14.2 Amounts quoted for this Contract shall include the cost of all materials, equipment, machinery, labor, packaging, loading, unloading, forwarding, port and allied charges, freight, transportation within India as well as in Nepal upto the site, insurances, profit and

other overhead expenses together with all taxes and duties, including bringing imported materials to India/ Nepal.

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

14.3 No escalation shall be paid towards increases in the prices of foreign currency, material, labor, petrol/ diesel & lubricants, increase and/ or fresh levy of duties, taxes etc. during currency of the Contract including the maintenance/ defects liability period.

## 15. Stages of Payments

15.1 The payments shall be released in the following stages

Stage	Item of Work (as per the General Scope of Work and% of the Total Contract the Schedule of Items)	% of the Total Contract Value
1.	On arrival of all materials at site	15%
2.	Upon dismantling of old surface, leveling and start of construction of concrete base	10%
3.	Completion of concrete base and start of synthetic surface over concrete base	20%
4.	Completion of synthetic surface	15%
5.	Complete installation of light fixtures	15%
6.	Complete installation of fence	15%
7.	Providing & installing net posts, nets, roller, etc. and completion of works in all respects	10%
	TOTAL	100%

15.2 Recoveries on account of security deposit, statutory dues and other amounts due to the Employer as per Contract, shall be made from the gross amounts payable in all the stages mentioned above.

15.3 All payments shall be made in Indian currency. The foreign exchange required during the currency of the Contract including the maintenance period shall be arranged by the Contractor himself. No compensation shall be paid by the Employer.

## 16. Payments

16.1 In case the Contractor does not execute the work as per CPWD specifications/ best international practices but the quality is within the acceptable limits, deductions would be made in his rates and part-rates shall be paid to the Contractor for such items.

16.2 In case the Contractor supplies sub-standard material which is not acceptable, the same shall be rejected and the Contractor shall re-do/replace the same at his own cost.

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

16.4 The decision of the Employer in 16.1, 16.2 & 16.3 above, shall be final & binding on the Contractor.

## **17. Income Tax and other Taxes**

17.1 Income Tax, Works Contract Tax and other taxes as applicable for the works will be deducted by the Employer from all the interim bills and the final bill of the Contractor, and remitted to the Government account.

17.2 It will be the responsibility of the Contractor to indicate the various taxes to be deducted, as applicable for the works, while submitting his Interim and Final Bills. All penalties, interests, charges, etc. if levied by the Government/ Authorities on account of any misrepresentation/ ignorance regarding such taxes to be deducted from his bills, shall be borne by the Contractor.

## **18. Variations**

18.1 The Employer may decide to change the scope of work at any stage thereby causing unlimited variations in the tendered quantities for which no claim from the Contractor will be entertained towards extra rates, etc. However, for such deviations executed at site, the Contractor shall be paid on pro-rata basis of tendered scope of works & specification.

18.2 The Employer shall have the power to add, reduce, omit or hold any work/ part of the work at any stage during execution, due to non-availability of a portion of the site or for any reason whatsoever. No compensation whatsoever shall be payable to the Contractor on this account.

18.3 The Employer shall have powers to make any alterations in, omissions from, additions to, or substitutions for, the original specifications, drawings, designs and instructions that may appear to him to be necessary during the progress of the work and the Contractor shall carry out the work in accordance with such instructions which may be given to him in writing, signed by the Engineer-in-Charge. Such alterations, omissions, additions or substitutions shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the original work. For any change in the specifications, rate adjustment, plus or minus, shall be made in the rate for which the Contractor shall take prior approval from the Employer before execution of works. For rates of such extra items, the Contractor shall furnish analysis of rates for approval from the Employer.

18.4 The Employer's decision in all matters including items related to the aesthetics aspects will be final and he shall have the authority for special inspection of the work whether or not such work is then completed.

## **19. Possession of Site**

19.1 In so far as the Contract may prescribe the extent of portions of the site of which the Contractor is to be given possession, the Employer, through the Engineer-in-Charge, shall give to the Contractor possession of the site to enable the Contractor to commence and proceed with the works.

19.2 The Employer shall have the right to use the tennis court before the work is accepted as finally completed, except only that the Engineer-in-Charge shall inspect those parts of the works to be occupied by the Employer and issue to the Contractor a List of Defects/ deficiencies outstanding, prior to occupation by the Employer. With this sole exception such occupation shall not relieve the Contractor of any of its obligations under the Contract.

## **20. Cleaning of Site**

20.1 The Contractor shall be entirely responsible for the prompt removal from the site of all surplus materials, spoils, and debris/ deleterious materials of whatever nature. This removal shall be carried out on a regular basis, and subject, if necessary, to the instructions of the Employer. The said instructions shall be binding upon the Contractor, but shall not relieve him of any of his obligations under the Contract. The Contractor shall be responsible for selection of the place of disposal which shall be legally authorized for that purpose. The Contractor shall defend, indemnify and hold harmless the Employer from any and all losses, damages, expenses, fines, etc. that the Contractor may incur if in violation of such requirement. The Contractor is deemed to have allowed for these associated costs in his Tendered rates.

20.2 The work of the Contractor will not be treated as complete unless he removes all the debris of the work from the site and hands over the site, clean in all respects.

## **21. Permits, Insurances & Indemnification and Miscellaneous Expenses**

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

21.2 The Contractor shall be responsible for all injuries/ damages to persons, animals, things, trees, properties, plant & machinery, roads, streets, footpaths, service lines, etc. which may arise due to his neglect or that by any of his Sub-contractors, employees, labor whether such injury or damage arises from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this Contract, within or outside the site. The Contractor shall indemnify the Employer and hold him harmless in respect of all or any expenses arising from such injury or damage to person and property and also in

respect of any claim made under any Acts of Governments of Nepal. The Contractor shall reinstate all damages of any/ every sort mentioned in this clause so as to deliver the whole Contract works complete and perfect in every respect and so as to make good or otherwise specified, all claims including that for damages to the property of the third party.

21.3 Insurance of works - Before commencing the execution of works, the Contractor shall insure the whole work for a sum equivalent to the Contract value and interest of the Employer against all risks, claims, proceedings, loss or damage costs and take a Contractors Comprehensive All Risk Policy from an approved Insurance Company in the joint names of the Employer and the Contractor against such risks and deposit the said policy along with the receipt for the payment of upto-date premium (in original) with the Employer. The validity of the policy shall be extended/ renewed till the expiry of the Defects Liability Period. The Insurance policy/ policies to be taken by the Contractor shall also cover his own labor/ staff deputed at site.

21.4 Third Party Insurance - Before start of work, the Contractor shall insure and indemnify and keep indemnified the Employer against all claims which may be made against the Employer by any member of the public, third party, statutory bodies, sub-contractor, supplier, labor, properties, roads and bridges, etc. adjoining/ outside the site, etc. in respect of anything which may arise in respect of the works and at his own expense arrange to effect, secure and maintain until the Defects Liability Period, a policy of insurance in the joint names of the Employer and the Contractor, from an approved Insurance Company against such risks, and deposit such insurance policy (in original) along with the receipt of payment of the premium with the Employer.

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

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

## **22. Grounds for Withholding Payments**

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

## **23. Suspension of Work**

The Contractor shall, on the written order of the Employer/Project Management Consultant suspend the progress of the works or any part thereof for such time or times and in such manner as the Employer/ Project Management Consultant may consider necessary and

shall, during such suspension, protect/ maintain properly the work, so far as is necessary in the opinion of the Employer. No compensation would be paid to the Contractor on this account.

#### **24. Security Deposit**

24.1 At the time of making any payment to the Contractor for the work done under the Contract, 05% Security Deposit shall be deducted from his bills, certified for the interim work done.

24.2 The Security Deposit shall be refunded to the Contractor after expiry of the Maintenance Period/ Defects Liability Period provided the Employer are satisfied that all defects have been rectified and there is no demand outstanding against the Contractor.

#### **25. Certificate of Virtual Completion**

25.1 When all the works are completed, the Contractor shall give notice of such completion to the Employer, along with the necessary documents including written guarantees, as required under the Contract.

25.2 Within 30 (thirty) days of receipt of such notice along with the required documents, the Employer/Project Management Consultant shall inspect the works and furnish to the Contractor a list of defects to be rectified or deficiencies for correction by the Contractor. After rectification of defects, the Employer shall issue a Virtual Completion Certificate, after which only the guarantee period shall commence.

#### **26. Extension of Time and Liquidated Damages**

26.1 If the Contractor fails to execute the works and clear the site on or before the time of completion, he shall, without prejudice to any other right to the Employer on account of such breach, pay compensation to the Employer, to the extent stipulated as liquidated damages, a sum at the rate of 0.5% (half per-cent) of the Contract value per week of delay up to a maximum of 10% (ten per-cent) of the Contract value.

26.2 If the execution of the work is delayed due to reasons beyond the control of the Contractor, such delay may entitle the Contractor to a reasonable extension of time to be decided by the Employer. However, these reasons should satisfy the Employer for granting extension and it shall not be automatic.

#### **27. Defects Liability Period**

27.1 The Defects Liability Period shall commence from the date of Virtual Completion issued by Employer. The duration of the Defects Liability Period shall be 12 (twelve) months after the date of completion. However, the guarantee for the materials installed for the tennis court works shall be for seven years.

27.2 The Contractor shall without any additional charge to the Employer, renew or replace any defective works at his own expense during the Defects Liability Period.

27.3 The Contractor shall attend to the complaints of the Employer, as & when received, and shall take steps to immediately correct any deficiencies that may exist during the guarantee period.

## **28. Performance Guarantee**

28.1 The Contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/ or without prejudice to any other provisions in the contract) within 15 days from the date of issue of the Letter of Intent/ Acceptance. This period can be further extended by the Employer for a period of 7 days, on written request of the Contractor stating the reason for delays in procuring the Bank Guarantee, to the satisfaction of the Employer. This Guarantee shall be in the form of Banker's Cheque/ Demand Draft/ Pay Order of any Scheduled Bank or Government Securities or Fixed Deposit Receipts/ Guarantee Bonds of any Scheduled Bank, in accordance with the proforma annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the Contractor to the Employer as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the Contractor and the Contractor shall forthwith on demand furnish additional security to the Employer to make good the deficit.

28.2 The Performance Guarantee shall be initially valid upto completion of the Defects Liability period plus 60 days beyond that in case the time for completion of work gets enlarged, the Contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the Employer, the performance guarantee shall be returned to the Contractor, without any interest

28.3 The Employer shall not make a claim, under the performance guarantee except for amounts to which the Employer is entitled under the contract (not withstanding and/ or without prejudice to any other provisions in the contract agreement) in the event of

a. Failure by the Contractor to extend the validity of the Performance Guarantee as described hereinabove, in which event the Employer may claim the full amount of the Performance Guarantee.

b. Failure by the Contractor to pay to the Employer any amount due, either as agreed by the Contractor or determined under any of the Clauses/ Conditions of the Agreement, within 30 days of the service of notice to this effect by Employer.

28.4 In the event of the contract being determined or rescinded under provision of any of the Clause/ condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Employer.

## **29. Safety Procedures**

29.1 The Contractor shall incorporate in his operation the requirements of all the 'Safety Codes' issued by the CPWD and the local Authorities. All necessary personal safety equipment & first aid facilities shall be kept available for the use of the personnel employed on the Site and maintained in good condition by the Contractor for immediate use.

29.2 No materials on the site of works shall be so stacked or placed by the Contractor which causes any danger or inconvenience to anyone.

29.3 All consequences, damages or losses arising by reasons of any violation of the safety requirement shall be met by the Contractor. The Contractor shall be bound to pay compensation to the persons for the injuries sustained or death owing to neglect of the safety precautions, should any claim proceedings be filed against the Employer. The Contractor hereby agrees to indemnify the Employer against the same.

## **30. Force Majeure**

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

## **31. Settlement of Disputes**

31.1 The disputes and differences arising out of or in connection with the design, drawings, specifications, quantities, rates, etc. shall be referred to the Employer whose decision shall be final, conclusive and binding on the Parties here to and shall be without appeal.

31.2 All other disputes and differences of any kind whatsoever arising out of or in connection with the Contract or the carrying out of the work shall be referred to the Employer who shall state his decision in writing.

## **32. Arbitration**

32.1 If any dispute, difference or question at any time arises between the Parties in respect of the meaning or interpretation of the terms and conditions of this Agreement or covering anything herein contained or arising out of this Agreement or the validity of the

enforcement thereof which cannot be settled mutually, shall within 30 (thirty) days (or such longer period as may be mutually agreed upon) from the date one Party informs the other in writing that such dispute or disputes or disagreement exists, be referred to Arbitration. Within 30 (thirty) days of the said notice, one Arbitrator shall be appointed by each of the disputing Parties by notice in writing to the other. The two Arbitrators shall select an Umpire whose decision shall be final in case of difference of opinion between the two Arbitrators.

32.2 The Arbitration proceedings will be conducted in accordance with and be subject to the Arbitration and Conciliation Act, 1996 (of India) as amended from time to time and the decision of the Arbitrators as mentioned above shall be final and binding on the Parties.

32.3 The Arbitration will have its sittings at Delhi. The language to be used in the Arbitral proceedings will be English.

32.4 The Contractor shall continue to perform his duties as far as practicable with diligence notwithstanding the fact that a dispute has been referred to Arbitration or any dispute or difference has arisen. It is also the term of Agreement that if the Contractor does not make any demand for Arbitration in respect of any item in writing within 60 (sixty) days of receiving intimation from the Employer that the final bill is ready for payment, the claim of the Contractor will be deemed to have been waived and absolutely barred and the Employer shall be discharged and released of all liabilities under the Agreement in respect of these claims.

## 9. PROFORMA FOR BANK GUARANTEE (PERFORMANCE)

To.

The Head of Chancery  
Embassy of India,  
336, Kapurdhara Marg, Kathmandu

Whereas the PRESIDENT OF INDIA through the Head of Chancery, Embassy of India, Kathmandu (hereinafter called "Employer" which expression shall include its successors and assigns) having awarded a work order/ contract/ supply order No. \_\_\_\_\_

Dated \_\_\_\_\_ (hereinafter called the contract) for execution of "Tennis Court works for the India House at the Embassy of India complex at Kathmandu, Nepal" to M/s \_\_\_\_\_ (hereinafter called the Contractor) at a total price of NPR \_\_\_\_\_ the subject to the terms and conditions contained

WHEREAS, the terms and conditions of the contract require the Contractor to furnish a bank guarantee for NPR \_\_\_\_\_ (Indian Rupees \_\_\_\_\_) being 5% (five per-cent only) of the total value of the contract for proper execution and due fulfillment of the terms and conditions contained in the contract.

We, the Bank, (hereinafter called the "Bank") do hereby unconditionally and irrevocably undertake to pay to Employer immediately on demand in writing and without protest/ or demur all moneys payable by the Contractor to Employer in connection with the works, inclusive of any loss, damages, charges, expenses and costs caused to or suffered by or which would be caused to or suffered by Employer by reason of any breach by the Contractor of any of the terms and conditions contained in the contract as specified in the notice of demand made by Employer to the bank. Any such demand made by Employer on the bank shall be conclusive evidence of the amount due and payable by the bank under this guarantee. However, the Bank's liability under this guarantee shall be limited to INR \_\_\_\_\_ in the aggregate and the bank hereby agrees to the following terms and conditions:-

i. This guarantee shall be a continuing guarantee and irrevocable for all claims of Employer as specified above and shall be valid during the period specified for the performance of the contract including the period of maintenance/ warranty i.e. up to \_\_\_\_\_ .

ii. We, the said bank further agree with Employer that Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations and liabilities hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of contract by the Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by Employer against the Contractor under the contract and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variations or extension being granted to the Contractor or for any forbearance, act or

omission on the part of Employer or any indulgence by Employer to the Contractor or by any such matter or thing whatsoever, which under the law relating to the sureties would, but for this provision, have effect of so relieving us.

iii. This guarantee/ undertaking shall be in addition to any other guarantee or security whatsoever Employer may now or at any time have in relation to the performance of the works and the Employer shall have full re-course to or enforce this security in performance to any other security or guarantee which the Employer may have or obtained and there shall be no forbearance on the part of the Employer in enforcing or requiring enforcement of any other security which shall have the effect of releasing the Bank from its full liability. It shall not be necessary for Employer to proceed against the said Contractor before proceeding against the Bank.

iv. This guarantee/ undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor, but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to Employer in terms thereof are paid by the Bank.

v. The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee and the obligations of the Bank in terms hereof, shall not be otherwise effected or suspended by reasons of any dispute or disputes having been raised by the Contractor (whether or not pending before any Arbitrator, Tribunal or Court) or any denial of liability by the Contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to Employer in terms hereof.

vi. We, the said Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of Employer in writing. Unless a claim is made in writing within 90 (90 days after the date of days from the date of expiry of this guarantee i.e. \_\_\_\_\_ expiry) we shall be relieved from all liabilities under this guarantee thereafter. Signed this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ .

For and on behalf of Bank

WITNESS

1.

2.

## **10. TENNIS COURT: TECHNICAL SPECIFICATIONS AND APPROVED MAKES**

### **Scope of Work**

The existing lawn tennis court at the India House is in unusable condition and unsuitable for safe play. The surface is uneven and has cracks all over it. The nets, fence & lights too are not in good condition. Hence, the Embassy of India has decided to dismantle the existing court and construct a new court through an Agency on turnkey basis. Accordingly, Agencies specializing in executing tennis courts are to be engaged who can execute the total work - concrete base, synthetic surface, lighting, fence, nets, etc., on the basis of tenders. The Contractor's scope of work includes all works related to:

- a. Execution of concrete base complete as per finish, size, specification, slope, etc.
- b. Execution of cushioned synthetic/ acrylic SBR surface
- c. Execution of brick toe walls finished with 20mm thick reddish brown granite (both sides & top), fence, light poles & fixtures, 1500mm wide 25mm thick flame finish granite pavement around the tennis court and other allied works, all as per the drawings & CPWD specifications
- d. Getting approval of all samples and materials from the Employer and Engineer-in-charge
- e. Transportation of materials from India/ abroad to the site at Kathmandu

The specifications for the various works are given under.

#### **1. Concrete Base**

Laying in position 125 mm thick concrete slab (as per drawings & CPWD specifications) over 50mm bedding sand to sub base, with 200 micron polythene membrane separator, taped at all joints. The concrete slab to be cast in two portions, with construction joint below the net line treated with bitumen impregnated fiber board conforming to IS: 1838 including cost of primer, sealing compound with polysulphide in expansion joints. The construction joint to have dowel bars in position as per specifications/ instructions of the Employer. The concrete should have minimum 20 MPA strength at 28 days and to have F82 (8mm bars at 200mm spacing) steel reinforcement, with 30mm cover to top of slab and located on bar chairs. The finish shall be grit finish. The concrete slab shall have 1% gradient in its shorter side towards the longer length, at the end of which there shall be a 9" wide drain.

#### **2. Brick Toe Walls**

Construction of toe walls in 9" brickwork (1:6), erected over RCC (M-20) base 2' below and 24" above ground, complete with cladding of 20mm thick reddish brown granite (both side & top) finish

### **3. Synthetic/ Acrylic Surface**

Providing and installing SBR rubber cushioned surface with 8 layer synthetic overlay system (Rebound Ace Grand Slam 8 or equivalent), complete with court markings and colours. The surface shall be non-porous system, seamless surface to be laid over concrete base. The synthetic overlay to be only of reputed American/Australian brands. All material to be 100% acrylic and no inferior asphalt emulsion or asphaltic concrete material shall be used. Surfacing materials shall not contain vinyl acrylics, ethylene glycol, asbestos, or mercury. All works related to Court Patch Binder, Acrylic Resurfacer and Colour Concentrate and Line Marking Paint shall be executed as per best international practice with superior products. The acrylic coatings shall be applied/ laid only when ambient temperature is fifty degrees (50°F) and rising, and the surface temperature is not in excess of one hundred forty degrees (140°F). The coating is not to be applied when rain is forecast or sudden drop of temperature is expected. Climatic conditions such as very cool evenings and high dew points dictate that work should be completed early in the day so the coatings can be exposed to enough warm sunlight to form a film before sunset. The opposite applies during times of high heat, low humidity and drying breezes: under these conditions, acrylic work is to be executed early in the morning. If the product seems to be drying too fast in hot weather, mist the concrete base with water to make the application easier. It should be ensured that each application is allowed to dry thoroughly prior to recoating.

### **4. Chain-link fence**

Providing and fixing 10' high Chain Link fence all around the court surface, to be fixed on the toe wall, with steel framework of 2" x 2" sections. The wire-mesh to be of 10 gauge Gl. All vertical steel pipes to be at least 50 NB, 12 gauge and horizontal pipes to be 40 NB, 14 gauges thick. The work to include two open able doors and all priming & painting of framework

### **5. Lights**

Providing and fixing lighting poles & fixtures, complete with wiring as under:

5.1 4 Poles-30' high 10 gauge MS poles, tapering (16' with 5" thickness, 8' with 4" and 6' with 3" pipe thickness), and 4' below ground. Each pole shall have 2' x 2' MS pipe framework atop it, to accommodate four lights each. The work shall include firmly grouting the poles in the base and primer & painting, xitanium 150W)

5.2 16 Lights-400 W metal hatide fixtures of Philips make, with Philips/ Osram lamps and chokes Four light fixtures shall be fixed on each pole, thereby having 16 lights on the court.

5.3 Wiring-Wiring to be between 2 pairs of poles on each side & from base to lights. The work to include one MCB 63 amp: 12 nos and 4 MCB Boxes, complete with control gear

## **6. Drain**

Providing 9" wide drain with 304-grade stainless steel grating all along one length of 120' of the court, to channel out the water from the court to be connected with the drainage system. The finish of the drain to be same synthetic/ acrylic paint as that of the court.

## **7. Net posts & Net**

Providing and installing 'Davis Cup Standard' 3'-6" high Net Posts & Nets, along with internal winding mechanisms (tighteners), etc. The net posts should have proper concrete footing (minimum 350mm dia and 600mm depth) and to be set in metal-pipe sleeves in the ground, instead of being permanently fixed to the court. The net shall have 760mm drop or full drop. Net Centre Strap shall be woven centre strap with suitable steel attachment set in concrete footing, central to net line.

## **8. Water pusher**

Providing imported (Made in USA) water pusher, in iron body powder coated with silver grey colour, high quality blades to ensure streakless removal of water without damaging the surface, 1.5m wide

## **9. Sponge Roller**

Providing imported (Made in USA) sponge roller, in Aluminium Alloy/ SS body. 1.5m wide

### **APPROVED MAKES/ APPLICATORS OF MATERIALS**

1. Cement	Ultra Tech, ACC, Guprat Ambu
2. White cement	Birla White, JX white
3. Steel	Panchakanya, Himal steel
4. Applicator for synthetic overlay international	M/s Sony Creations, M/s Syncotts
5. 8-layer SBR synthetic overlay	Rebound Aos (Australia), Sportmaster (USA)
6. LED Light fixtures, temps; cakes, etc.	Phillips, Thom, Osram
7. Paints	Asian Paints, Berger, ICI
8. Bitumen-impregnated board	Shaltex
9. Sealants	Dow Coming, Wacker, GE Bayer Silicones
10. Any other item	As approved by Employer

Where no specific make of material is specified in the Tender, any first class product of a reputed manufacturer shall be used provided it conforms to the requirements of the specifications/ drawings. The selection shall rest entirely with the Employee whose decision in this matter shall be final.

## **11. TENNIS COURT: SCHEDULE OF ITEMS TO BE EXECUTED BY THE CONTRACTOR**

### **I. Demolition & Site Clearance**

- Demolishing cement concrete (of any mix) manually/by mechanical means including disposal of material out of Embassy premises as per direction of Employer.
- Demolishing brick work (in cement mortar) manually/by mechanical means including stacking of serviceable material and disposal of unserviceable material outside Embassy premises as per direction of Employer.
- Demolishing and dismantling of existing chain link fencing and electrical light poles including stacking of serviceable material and disposal of unserviceable material outside Embassy premises slated with current latest standards/model.
- Demolition of existing Tennis Court, fencing, columns, and removal of player shelter.
- Disposal of excavated earth/Malba/C&D waste as per applicable norms. No extra payment shall be made on this account.

### **II. Earthwork & Ground Preparation**

- Earth work in excavation by mechanical means (Hydraulic excavator)/manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan) including dressing of sides and ramming of bottoms, lift up to 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m, for all kinds of soil.
- Supplying and filling in plinth with fine sand under floors including watering, ramming, consolidating and dressing complete.
- Ground preparation and chemical treatment as per approved design.

### **III. Concrete & Masonry Works**

- Providing and laying in position cement concrete of specified grade 1:4:8 (1 Cement: 4 coarse sand: 8 graded stone aggregate 40 mm nominal size), including the cost of centering and shuttering for all work up to plinth level.

- Providing and fixing in position 12mm thick bitumen impregnated fibre board conforming to IS:1838 including cost of primer, sealing compound in expansion joints.
- Providing and laying in position machine batched and machine mixed design mix M-25 grade cement concrete for reinforced cement concrete work, using cement content as per approved design mix, including pumping of concrete to site of laying including the cost of centering, shuttering, finishing and reinforcement, including admixtures as per IS:9103.
- Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundation and plinth in Cement mortar 1:6.
- Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in Cement mortar 1:6.
- Hard drawn steel wire for steel reinforcement in R.C.C. work including straightening, cutting, bending, placing in position and binding all complete up to plinth level.
- Design and construction of RCC protection work around the tennis court.

#### **IV. Surface Works**

- Laying of bitumen course (WBM, premix-BC, etc.) as per approved design.
- Providing and installing SBR rubber cushioned surface with 8-layer synthetic overlay system (Rebound Ace Grand Slam 8 or equivalent), complete with court markings and colours.
- Laying of 7-layer synthetic cushion surfacing as per international design standards.
- Providing and fixing mild steel dowel/tie bars including greasing etc. in concrete pavements as per drawing/details.
- Providing 25mm dia PVC pipe of approved make and pressure 6 kg/sq.cm in sheathing for dowel/tie bars in concrete pavements as per drawings/details.

#### **V. Finishing Works**

- Providing and fixing 18mm thick gang saw cut mirror polished granite for sills, facias, and similar works.
- 25 mm thick flame finish reddish brown granite stone slab flooring laid in approved pattern.

#### **VI. Fencing & Fixtures**

- Providing and fixing 10' high chain link fence all around the court surface (including two openable doors), fixed on toe wall, with steel framework of 2" x 2" sections, mesh of 2" x 2" 10 gauge GI, with all priming & painting.
- Providing and fixing GI chain link fencing (general court perimeter works).
- Providing & fixing 300 mm x 6 mm stainless steel "304" drain cover with frame, complete in all respects.
- Providing and fixing lighting poles & fixtures, complete with wiring (4 poles with 16 lights as specified).
- Providing and installing "Davis Cup Standard" net posts and nets, with concrete footings and winding mechanisms.
- Providing and fixing net posts for Lawn Tennis Court (general scope).
- Re-installation of player shelter.

**VII. Accessories & Tools**

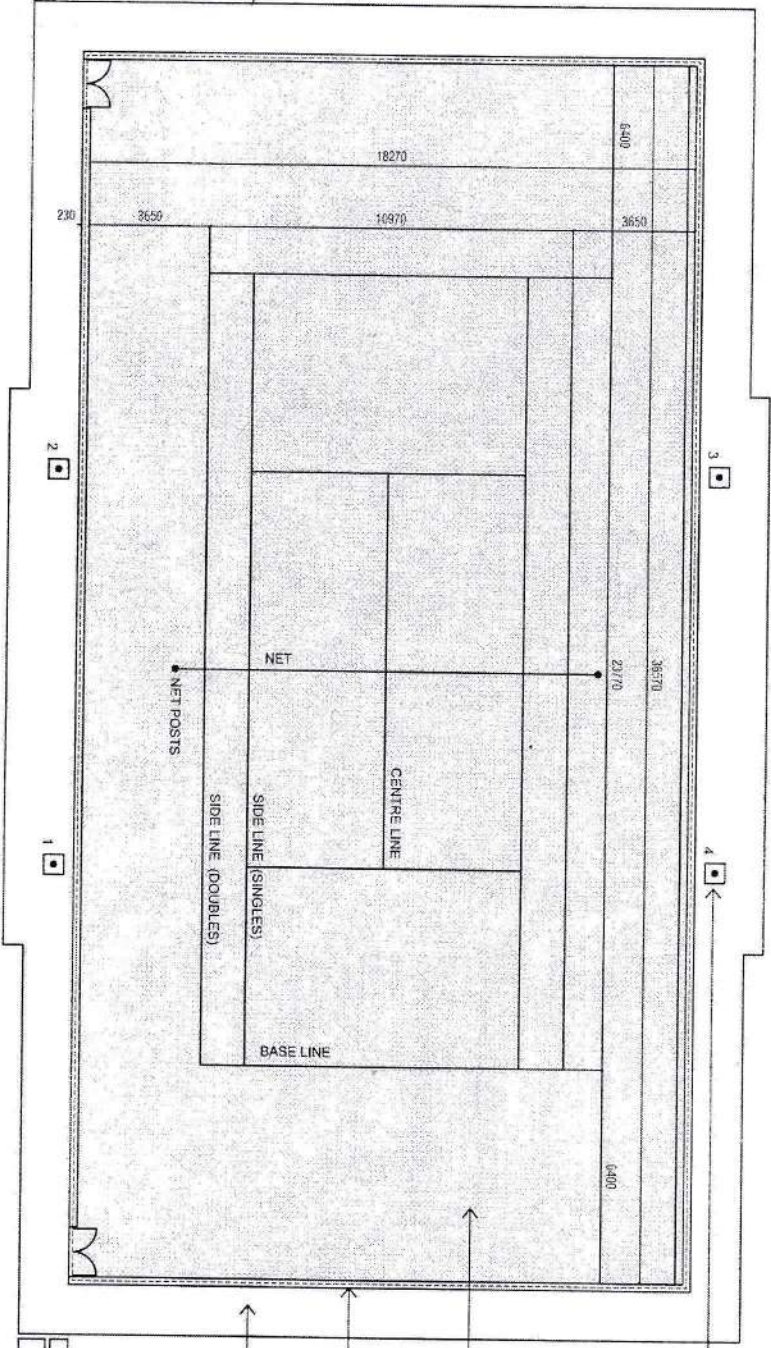
- Providing imported (Made in USA) water pusher, in iron body powder coated, 1.5m wide.
- Providing imported (Made in USA) sponge roller, in Aluminum Alloy/SS body, 1.5m wide.

**VIII. Final Cleaning**

- Cleaning & removal of all construction debris complete to the satisfaction of the Employer.

<p>TOTAL LUMP SUM AMOUNT FOR ITEM NOS. I TO VIII ABOVE =</p> <p>In words: Indian Rupees/ Nepali Rupees</p>
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THE EMBASSY OF INDIA KATHMANDU, NEPAL



FOUR 3000-HIGH GI POLES EACH HAVING 6 LIGHTS AS PER SPECIFICATIONS

CONCRETE BASE WITH SYNTHETIC CUSHIONED SURFACE AS PER SPECIFICATIONS

3000 HIGH GI CHAIN LINK JALI BOUNDARY OVER 600 MM HIGH TOE WALL AS PER SPEC.

FLAME-FINISHED GRANITE PAVING 1.2m WIDE

INDIA HOUSE COMPLEX

LAYOUT PLAN OF TENNIS COURT

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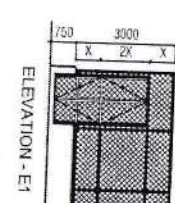
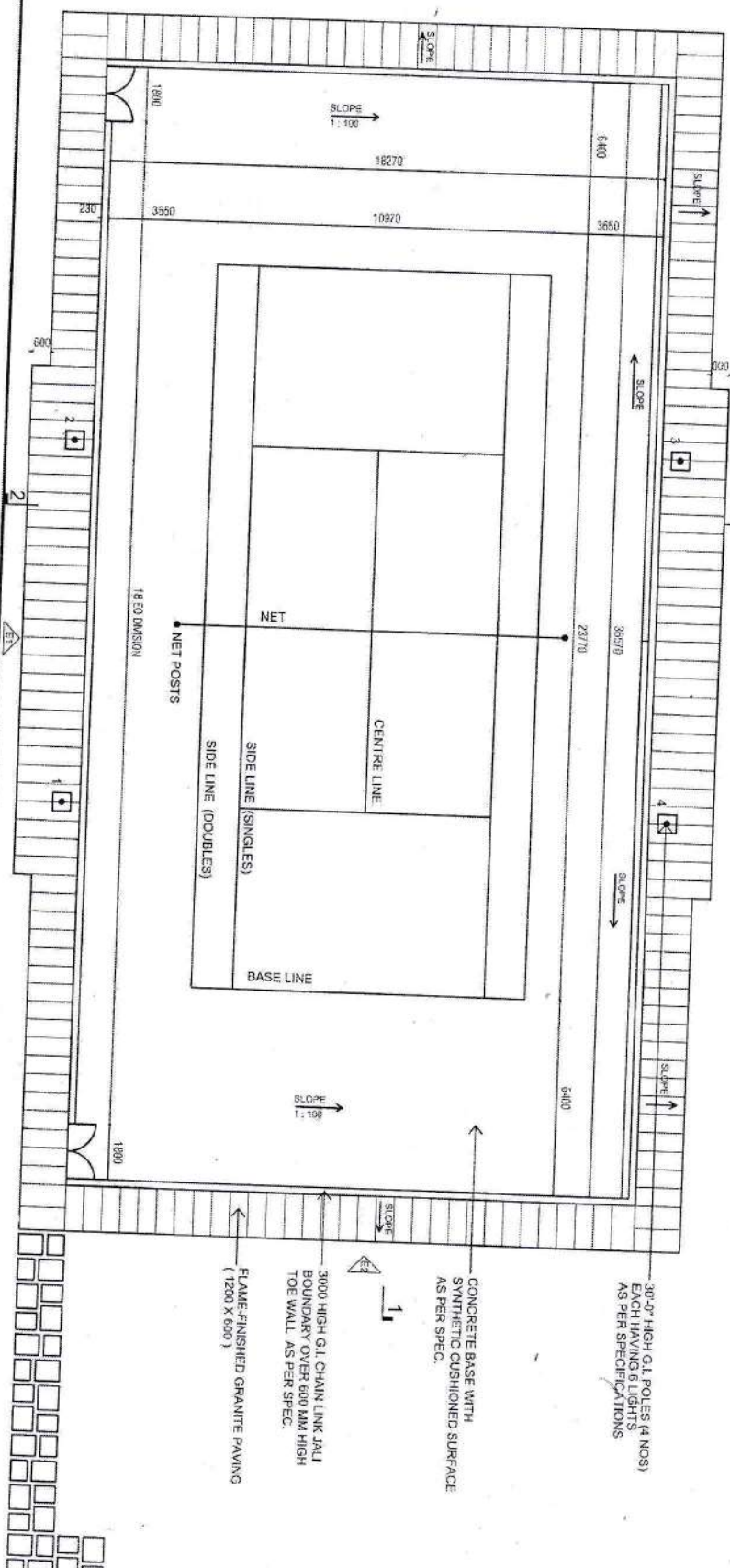
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THE EMBASSY OF INDIA KATHMANDU, NEPAL

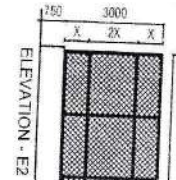
INDIA HOUSE COMPLEX  
TENNIS COURT - DETAILS

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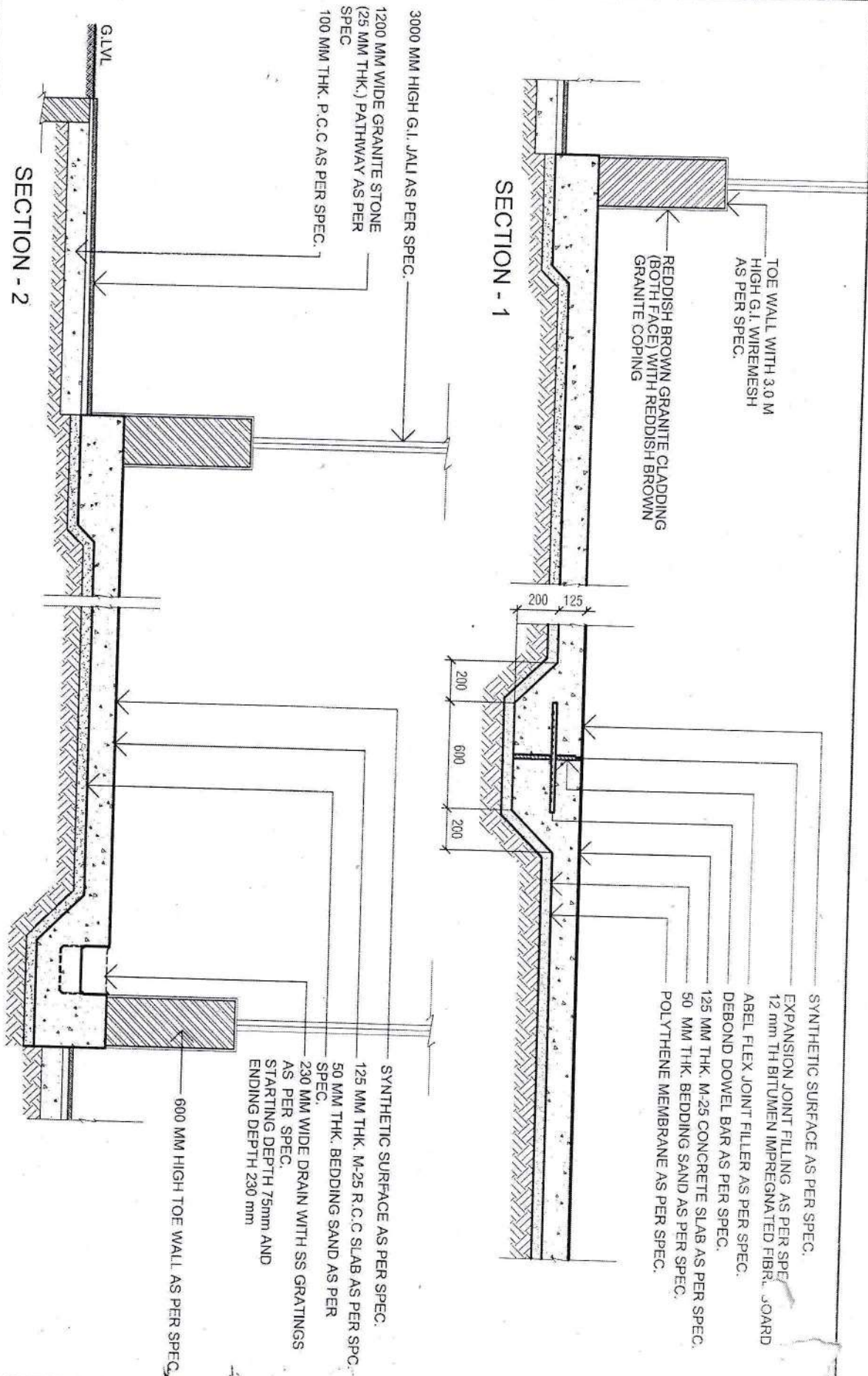


- HORIZONTAL 2"x2" STEEL SECTIONS AS PER SPEC.
- G.I. CHAIN LINK JALI AS PER SPEC.
- 2"x2" VERTICAL STEEL PIPES AS PER SPEC.
- 600 MM HIGH TOE WALL 230 MM THK.
- HORIZONTAL 2"x2" STEEL SECTIONS AS PER SPEC.
- G.I. CHAIN LINK JALI AS PER SPEC.
- 2"x2" VERTICAL STEEL PIPES AS PER SPEC.
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- HORIZONTAL 2"x2" STEEL SECTIONS AS PER SPEC.
- G.I. CHAIN LINK JALI AS PER SPEC.
- 2"x2" VERTICAL STEEL PIPES AS PER SPEC.
- 600 MM HIGH TOE WALL 230 MM THK.

- 30'-0" HIGH G.I. POLES (4 NOS) EACH HAVING 6 LIGHTS AS PER SPECIFICATIONS
- CONCRETE BASE WITH SYNTHETIC CUSHIONED SURFACE AS PER SPEC.
- 3000' HIGH G.I. CHAIN LINK JALI BOUNDARY OVER 600 MM HIGH TOE WALL AS PER SPEC.
- FLAME-FINISHED GRANITE PAVING (1200 X 600)



THE EMBASSY OF INDIA KATHMANDU, NEPAL

INDIA HOUSE COMPLEX  
SECTIONS THROUGH TENNIS COURT

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