



**TENDER DOCUMENT OF ANNUAL CONTRACT FOR SOLID WASTE MANAGEMENT AT
EMBASSY OF INDIA, KATHMANDU (NEPAL)**

No: Kat/Estt/872/03/2022

**ESTABLISHMENT SECTION,
EMBASSY OF INDIA
KAPURDHARA MARG
KATHMANDU, NEPAL
+977-1-4411851
estt.kathmandu@mea.gov.in**

LIST OF DOCUMENTS IN THE TENDER FORM

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Important dates relating to the tender are as follows:

S. No.	Particulars	Date
i.	Bid Document Download start date	08.07.2025
ii.	Clarification Start Date	08.07.2025
iii.	Clarification End Date	30.07.2025
iv.	Bid Submission Start Date	08.07.2025
v.	Bid Submission End Date	30.07.2025
vi.	Technical Bids Opening Date	30.07.2025
vii.	Financial Bid Opening Date	Will be intimated later

**APPLICATION LETTER
(Specimen)**

To

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

Subject: Annual Contract for solid waste management at Embassy of India, Kathmandu (Nepal).

Dear Sir,

In response to your Tender Notice No. Kat/Estt/872/03/2022 dated July 08, 2025 for the above mentioned contract, I/We, a Private/Public Ltd Company / Partnership / Sole Proprietor submit the bids with the following particulars:

S. No.	Description	Particulars
1	Name of the Firm	
2	Year of establishment	
3	Registration No with a copy of registration certificate	
4	Registered Postal Address	
5	(a) Telephone No. (office) (b) email (c) Mobile No. (d) Website address, if any	
6	Address of branches , if any	
7	Name and address of proprietor executive director of the company (a) Mobile No. (b) email	
8	(a) Name & designation of authorized signatory (b) Address for communication (c) Contact details (Mobile, email etc)	
9	Annual Turnover for last three financial years	

(i)		
(ii)		
(iii)		
10	List of major clients with satisfaction certificate	
(i)		
(ii)		
(iii)		
(iv)		
(v)		
10	Any other information or document which may help in assessing bidder's abilities	

Having acquired the requisite information related to the subject work after site inspection and examining the form of contract, nature, quantum of work as affecting the tender invited by on behalf of the Embassy of India, Kathmandu; I/We, the undersigned hereby offer for the above work in the Embassy of India, Kathmandu, strictly in accordance with the terms and conditions as indicated by you in the said document. I/We have read the tender conditions thoroughly and agree to them.

Thanking you,

Yours faithfully

(Bidder's name & signature with stamp)

**Embassy of India
Kathmandu**

NOTICE INVITING BIDS

Embassy of India invites sealed and separate tenders under two bid systems (Technical & Financial Bid) from established/reputed agencies for Annual Contract for solid waste management at Embassy of India, Kathmandu (Nepal). The contract shall initially be for a period of one (1) year which can be further extended for another two years on year to year basis upon requirement and mutual consent, at the same terms, conditions & charges.

2. The last date of receipt of offer in sealed envelope is on or before 30 July, 2025 up to 1500 hrs. Tender documents are available on our website www.indembkathmandu.gov.in and www.eprocure.gov.in. Details can also be collected from ASO (Estt), Tel +977-01-4411851.
3. The bids shall remain valid for 120 days from the date of opening of technical bids. Any future clarification and/or corrigendum(s) shall be communicated through '**Tender Notice**' section on the Embassy website www.indembkathmandu.gov.in
4. The Embassy of India reserves the right to reject/cancel any or all bids without assigning any reason.

Kat/Estt/872/03/2022 dated 08 July, 2025

Sd/-
Head of Chancery

1. General Scope of Work:-

- (i) The agency shall collect segregated waste from households, canteen and designated collection points for office waste, re-segregate, remove, transport and dispose it, as per the best applicable environment friendly options, and shall be solely responsible to furnish all associated labor, vehicles, tools, equipment and storage containers as good professional practice and to the satisfaction of the Embassy.
- (ii) The agency shall train the concerned Embassy staff to practice the source segregation at the place.
- (iii) The agency shall use its own equipment and manpower if required to further process the solid waste at its facility.
- (iv) The waste management will be done in an environment friendly way so that minimum odor is generated and other pollutants are minimized causing minimal impact in the surrounding environment and around the premises.
- (v) The agency shall provide a dedicated team of adequate number of employees with adequate skill and training to conduct the services. The agency shall ensure them to have in proper uniform and observe all required safety measures while doing the job.
- (vi) The agency shall engage only those workers who are physically, mentally and medically fit for the assigned job. Before engaging them, it is expected that the agency must have background check of employees.
- (vii) The shall issue individual ID cards to its employees and submit police clearance certificate of all employees for smooth entry and exit. The Embassy however reserves the right to prohibit entry of any employee without assigning any specific reason.
- (viii) The workers engaged by the agency will be their employees and the Embassy will not, in any way, be responsible for any liability or compensation on account of accident, injury or death of workers while performing their work inside the Embassy campus.
- (ix) The waste collection from the households will be done six days in a week in the morning hours before 9 am except Saturday and other holidays as mutually agreed upon. The solid waste will be collected from other collection points on the same days.

2. Prequalification/Evaluation/Exclusion Criteria:

Sl	Particulars	Details
2.1	Experience	(a) The company/contractor should have minimum three years' experience in the field. (b) Preference will be given to the company/contractor which has experience in working with Diplomatic Missions/Govt. Departments/ reputed Hotels etc. Proof of the experience from that organization needs to be attached
2.2	Registration No.	The company/contractor should have a valid Registration Number either in India and/or Nepal. However, the agency should have office establishment in Nepal. Documentary proof needs to be attached.
2.3	Turnover	The contractor should have a minimum turnover of NPR 08 lakh per year or equivalent in Indian Rupees during the last two financial years.
2.4	Local Wages Rules	Declaration that company pays minimum wages to its employees in accordance with the local laws.
2.5	VAT	Certificate that company/contractor pays VAT regularly and their VAT dues are cleared either in India and/or Nepal
2.6	Declaration for being non-blacklisted company	The bidder shall give a declaration that it is not blacklisted by any of the government organizations in Nepal or in India.
2.7 The bid of any tenderer who has not complied with one or more of the conditions of eligibility criteria and / or fail to submit the required documents as required / or mentioned in tender document are liable to be summarily rejected.		
2.8 The Embassy reserves the right to reject any or all tenders, wholly or partly or close the tender at any stage prior to the award of contract without assigning any reason whatsoever.		
NOTE: Unprecedented situation: If after opening of financial bids it is found that there is more than one lowest bidder; in that case preference will be given to that contractor which scores more evaluation marks in the technical bids.		

3. Two Bid System:

3.1 Tender should be submitted in two parts, Part-I (Technical Bid) & Part-II (Financial Bid). Envelope of Part-I should be super scribed as "Annual Contract for solid waste management at Embassy of India, Kathmandu (Nepal)". All relevant documents along with signed and stamped copy of these tender documents shall be enclosed with the Technical Bid only. Envelope of Part-II should be super scribed as "Financial Bid for Annual Contract for solid waste management at Embassy of India, Kathmandu (Nepal)" and in this envelope, there should be only financial quote.

3.2 Bids should reach before due date of submission of bids. Telex/Facsimile, late or incomplete/conditional bids shall not be accepted.

3.3 Bids having financial quotes in the Technical Bid shall stand rejected.

3.4 The technical bids shall be opened on the appointed date and time. After scrutiny of technical bids, the Embassy shall shortlist the eligible bidders and informs them of the date and time of opening of the Financial Bids.

3.5 All documents submitted shall be numbered and self-attested with the seal of the bidder.

3.6 The rate quoted shall be net (including all taxes/duties) and no discount, free services/offers quotes shall be considered.

3.7 This tender is not transferable.

3.8 Consortium, Joint Venture, subletting, sub-contracting or hiring services of other entity for execution of the Services under this tender is not allowed.

3.9 Mere quoting the lowest rate shall not amount to commitment on the part of Embassy for award of contract.

3.10 In case the date of opening of tender is declared a holiday for unexpected reasons, the tender shall be opened same time on the next working day.

3.11 The Embassy reserves the right to reject one or all of the bids without assigning any reason.

4. Earnest Money Deposit

(i) Each Technical bid must be accompanied with an Earnest Money Deposit (EMD) of NRs. 50,000/- (Nepali Rupees Fifty Thousand Only) or in equivalent Indian Rupees in the form of a Bank Guarantee/Demand Draft only, drawn on any nationalized/scheduled bank in favor of Embassy of India, Kathmandu.

(ii) The Bank Guarantee/DD should be valid for 180 days from the date of opening of technical bids.

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

(iv) EMD must be contained in envelope I along with technical bid only, without which the tender shall not be considered for opening of financial bid.

4.2 Earnest money will be forfeited:

(i) If the bidder withdraws his bid during the period of bid validity.

(ii) In case of the successful bidder, if the bidder fails to sign the contract.

4.3 Refund of Earnest Money Deposit (EMD):

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

(ii) EMD of successful bidder shall be refunded after award of the contract and deposit of performance security @ 5% of the total contract value in the form of Bank Guarantee/DD (in the name of Embassy of India, Kathmandu). The performance security should be valid till 60 days beyond the contract period. After successful completion of all contractual obligations, the performance security (without any interest) shall be refunded.

5. Extension of last date at the discretion of the Embassy: The Embassy may in its discretion extend the last date for submission of the bids and such extension shall be binding on all the Bidders. Addendum/Corrigendum, if any in this regard, will be published on the Embassy's website www.indembkathmandu.gov.in under the Tender Notice Section and on CPP Portal.

6. Opening of bids: The bids shall be opened at the stipulated dates. All prospective bidders may send their authorized representatives at the time of opening of bids. Their details may be conveyed in advance for smooth entry.

General Conditions of Contract (GCC)

7. The other terms and conditions:

- i. The Bidders shall abide by and comply with the Labor Laws, Minimum Wages Rules and other rules & regulations relevant to this contract.
- ii. If any damage/loss of property is caused by the contractor or any of its representatives, an amount equivalent to the loss, so caused, shall be recovered from the monthly payment made to the contractor. The decision of Head of Chancery shall be final and binding in this regard.
- iii. The selected bidder shall be required to sign a contract agreement (Annexure-II) within a week from the date of award of the contract by the Embassy.

8. Local Conditions:

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

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

10. Validity of bids:

- 10.1 Quoted rates must be valid for a period of 120 days from the date of opening of Technical Bids. However, the tenderer shall have no objection to extend it, if required.
- 10.2 The overall offer for the assignment and tenderer(s) quoted price shall remain unchanged during the period of validity. There should be no alteration later after submission of bids.

11. Contract Period:

The initial period contract shall be for one year from the date of signing of the contract. The rate quoted shall remain in force for the full period of contract. No demand for revision of rate on any account shall be entertained during the contract period. The period of contract can be extended for another 2 years, one year at a time, at the same rate, terms and conditions after completion of contract period based on the performance of the service provider and if mutually agreed by both the parties in writing.

12. Amendment of Bidding Documents:

- i. At any time prior to the deadline for submission of bids, the Embassy may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the bid documents

- ii. Embassy at its discretion may extend the deadline for the submission of bids.

13. Corrupt or Fraudulent Practices:

- i. It is expected that the bidders who wish to bid for this tender have highest standards of ethics.
- ii. Embassy shall reject bid if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract.
- iii. Embassy may declare a bidder ineligible, either indefinitely or for a stated duration, if it at any time determines that the bidder has engaged in corrupt and fraudulent practices during the execution of contract.

14. Tender Preparation Expenses:

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

15. Payment Terms & Conditions:

Annual charges shall be paid on monthly basis after submission of tax invoice at the end of each month. While making payment, quality of the services rendered shall be evaluated on the basis of feedback of users.

16. Financial Bid:

The rates should be quoted in Nepalese Rupees (NPR) inclusive of all taxes/duties in the prescribed format (**Annexure - I**) with complete description.

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

17. Tender Evaluation:

- i. The Embassy will evaluate the entire tenders, strictly on the basis of the terms & conditions incorporated in the tender inquiry document and terms, conditions etc. as stipulated by the tenderer(s) in their tender to determine whether these are compliance in all respects, as specified in the tender inquiry document. During the evaluation/scrutiny of the tenders, at any stage, if it is found that any of the tenderer(s) terms and conditions are not compliance with tender inquiry document, Embassy may seek the clarification within the specified target time and if the tenderer fails to reply/or not agree/ accept the terms and conditions, their tender will be treated as unresponsive and it is liable for rejection.
- ii. The quoted rates should be realistic. Merely quoting the lowest rates does not entitle the bidder to get the contract.
- iii. Financial bid of only those bidders shall be opened who qualify in technical bid evaluation stage. The Embassy reserves the right to reject any or all bids without assigning any reason thereof.

18. Penalty:

- i. The Embassy can impose penalty as deemed suitable if waste is not collected for two consecutive days at a time. However, it will not be applicable during mutually agreed holidays.

- ii. The penalties, if any shall be recovered from monthly payments/Performance Bank Guarantee.
- iii. The Embassy reserves the right to terminate the contract in case, the contractor consistently fails to provide service up to satisfactory level or on security ground or with prior notice of one month.

19. Governing Laws, Arbitration and Settlement of Disputes

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

20. Declaration by the Firm/Agency

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

Signature of authorized person with firm's seal

Name:

Address:

Telephone/email:

Date:

Financial Bid

1.	Name of the company	
2.	Address	
3.	Tel. No. Fax/E-mail address	
4.	Authorized Contact Person (with contact details)	
5.	Monthly charges for waste management service including workers, transport etc.	
6.	Taxes (VAT etc.)	
7.	Other charges, if any	
8.	Total monthly charges including all taxes and charges (5+6+7)	
7.	Total annual charges (8x12)	

Note:-

1. Rates for any additional / optional features to be mentioned clearly and separately.
2. Rates quoted shall be inclusive of all taxes/duties and final. No other charges shall be payable by the Embassy.
3. Price must be quoted in figures and in words. In case of discrepancy in the two, price quoted in words will be taken as valid.

I hereby certify that the information furnished above is full and correct to the best of our knowledge. We understand that in case any deviation is found in the above statement at any stage, the company shall be black-listed and shall not have any dealing with the Embassy.

(Signature of Authorized Person & Seal)

Name:

Date:

**ANNUAL CONTRACT BETWEEN THE EMBASSY OF INDIA, KATHMANDU AND
M/S.....FOR SOLID WASTE MANAGEMENT OF THE EMBASSY PREMISES**

SCOPE OF THE AGREEMENT

This agreement is signed on _____ October, 2025 for the terms and understanding between Embassy of India, Kathmandu (hereinafter referred to as customer) and BLUE WASTE TO VALUE (hereinafter referred to as contractor). Whereas the customer wants to retain the contractor to perform SOLID WASTE MANAGEMENT SERVICES described in this agreement. The customer hereby retains THE CONTRACTOR to perform the services contracted under this agreement initially for a period of one year from **01st November 2025 to 31st October 2026**.

1. SERVICES:

During the term of this agreement, the contractor shall collect segregated solid waste from households, canteen and designated collection points for office waste, re-segregate, remove, transport, and dispose it, as per best applicable environment friendly options, and shall be solely responsible to furnish all associated labor, vehicles, tools, equipment and storage containers in consistency with the agreement, considered as good professional practice and to the satisfaction of the customer. The contractor shall train the concerned Embassy staff to practice the source segregation at the place. The household members shall behave properly with the wasted collecting staff and wastages should be handed over properly during the collection time. The waste collecting staffs of the contractor are not bound to enter the gate/premises of households or offices for the waste collection. The household members shall bring the segregated dry & wet waste to their entry gate and give in hands of the waste collector. The storage area must contain two different areas for storage of wet and dry waste where the household waste collected will be brought by using the rickshaw. Proper source segregation from the Embassy is mandatory. In case of the waste being found without proper segregation from households and collection points, the contractor shall ask for the amount of re-segregations as mentioned in section 5 of this agreement (Fees and term of payment). However, this clause shall be invoked only after proper training of all stakeholders and a cooling period of one month.

2. EDUCATION AND COMPLIANCE:

2.1 The contractor shall conduct orientation sessions within the Embassy as per need in coordination with the customer and instruct the members (especially households, canteens, offices and gardening departments) about proper waste handling, bins placement and disposal requirements with emphasis on source segregation and proper transfer.

2.2 The contractor shall also place stickers/posters/flyers on and above the bins and other working areas for guidance. This will include information regarding the exact categories of waste to be disposed at the bins. Further, there will be also specific information on prohibited hazardous waste.

2.3 Based on the plan prepared by the contractor after conducting Bin Assessment, the customer shall procure bins of varying colors to be placed at different locations to assist with the source segregation. It will also coordinate and set up a timetable by which waste from the various locations need to be brought to the collection points for further handling by the contractor staff.

2.4 All the solid wastes kept at the collection points will be taken care of by the contractor. The contractor will deploy its staffs for the segregation of the waste at the waste storage area. The customer has to provide space for storage of dry and wet waste and its segregation. The customer will also provide a changing room for the contractor staff with access to the toilet and bathrooms. The customer cannot claim any transported materials collected from the collection points and storage area. The contractor will only communicate with authorized employees designated by the Embassy to ensure that proper waste management is practiced at the Embassy.

2.5 The contractor shall use its own equipment, vehicle and manpower for the proper management of the collected solid waste from the storage area. However, the customer shall ensure proper storage areas of segregated waste, a weighing machine to weigh the waste generated by Embassy for record keeping on a daily basis, and the required rickshaw shall be carried out by the contractor. The contractor shall also ensure to keep the storage area properly cleaned and well managed without any littering.

3. **PROCESSING AND RECYLING:**

The contractor shall use its own equipment and manpower if required to further process the solid waste at its facility. The waste management will be done in an environment friendly way so that minimum odor is generated and other pollutants are minimized causing minimal impact in the surrounding environment and around the premises.

4. **TRANSFER AND DISPOSAL:**

4.1 The contractor shall be solely responsible for transferring all the solid waste from the collection points and storage area to its Material Recovery Facility (MRF) for further processing. The service contract shall focus on maximum resources recovery and only the non-recyclables will be sent to the landfill (last option but not preferable).

4.2 The contractor shall send the wet waste for animal feeding directly from the Embassy or transfer it to its MRF as required. All the segregated dry waste will be transferred to the contractor's MRF. The waste collection from the households will be done six days in a week in the morning hours before 9 am except on Saturday and other holidays as mutually agreed upon. The solid waste will be collected from the other collection points six days in a week on the same days. The customer needs to arrange easy and quick access of vehicles, staffs and supervisors as per the information shared with them in advance.

5. **FEES AND TERMS OF PAYMENT:**

5.1 The customer shall pay to the contractor NRs._____ per month (Nepali Rupee_____Only) including VAT as service fees for the proper management of the solid waste generated within the Embassy and its premises.

5.2 Monthly payments will be made by the customer after submission of tax invoice by the contractor at the end of each month.

Note: If the customer does not practice source segregation in an appropriate manner, the contractor shall charge an additional fee for the additional managing costs that will be required for segregation as mutually agreed.

6. HAZARDOUS WASTE:

6.1 The contractor will not be responsible for the collection of hazardous waste and construction & demolition waste. Any discharge of hazardous waste observed by the contractor shall be reported to the customer and it shall be responsibility of the customer to promptly resolve safe management of said waste. In case, the customer requires THE CONTRACTOR to handle the construction & demolition waste, a separate amount will be charged by the contractor for managing the waste depending upon the type & quantity of the waste.

6.2 Hazardous Waste: means waste which is toxic, flammable, corrosive, radioactive, explosive or otherwise dangerous in accordance with definitions, established by the United States Environmental Protection Agency, and shall also include motor oil, diesel fuel, gasoline (petrol), paint, solvents, dry cell and vehicle batteries, pesticides, and infectious or otherwise hazardous medical wastes, metallic and/or oily sludge or, batteries, asbestos materials, pesticides, radioactive wastes, etc. the contractor will not be responsible to collect such hazardous waste.

7. PERSONNEL:

7.1 The contractor shall provide a dedicated team of adequate number of employees with adequate skill and training to conduct the services. The contractor shall ensure them to have in proper uniform and observe all required safety measures while doing the job. The workers engaged by the contractor will be their employees and the customer will not, in any way, be responsible for any liability/compensation on account of accident, injury or death of workers while performing their work inside the Embassy premises.

7.2 The contractor shall engage only those workers who are physically, mentally and medically fit for the assigned job. Before engaging them, it is expected that the contractor must have background check of employees.

7.3 The contractor shall issue individual ID cards to its employees and submit police clearance certificate of all employees for smooth entry/exit. The Embassy however reserves the right to prohibit entry of any employee without assigning any specific reason.

8. ROLES AND RESPONSIBILITY OF THE CONTRACTOR:

- To ensure all solid waste is managed as per the Solid Waste Management Act 2011 and complies with Environment Friendly Local Governance Framework 2013.
- To encourage its staff to re-segregate the waste and divert them for maximum reuse and recycling and reduce the waste going to the landfill.
- To ensure data log is recorded and updated. The contractor shall provide the solid waste generation data to the customer on need basis.

9. **ROLES AND RESPONSIBILITY OF THE CUSTOMER:**

- To ensure that the contractor will be managing all the waste of the Embassy. The customer will not claim any kind of revenue from the waste material that is going for recycling or reuse, and that it will solely be utilized by the contractor.
- To ensure all waste is segregated at source. The customer shall encourage their concerned staffs for the maximum rate of source segregation and proper handover of the waste bin at households and collection points.
- To ensure that staff takes this exercise seriously and follow the best practices.
- To ensure that space is provided for the storage and segregation of wet and dry waste. The dry waste will be further segregated into various recyclables as required.
- To purchase the required bins which are to be installed within the households.

10. **REGISTRATION, PERMITS AND TAXES:**

The contractor shall pay the required tax and permits to transfer the waste of the Embassy to the landfill, if required. The customer will not be responsible for those registrations, permits and taxes payable for the proper waste management.

11. **COMMON SERVICE GOALS:**

Both parties agree that the common goal of this service is to minimize and avoid clandestine or forbidden disposal of solid waste. To accomplish this both parties have established the following service goals.

12. **SERVICE EXTENDABLE:**

12.1 Both the customer and the contractor shall evaluate the performance of the services undertaken during the period of this agreement. If both parties find the services are in line of the appropriate coordination, this agreement can be extended for two more years on yearly basis in mutual understanding.

12.2 The customer reserves the right to cancel this agreement with one month's prior notice if services are not found satisfactory.

13. **PENALTY:**

The Embassy can impose penalty as deemed suitable if waste is not collected for two consecutive days at a time. However, it will not be applicable during mutually agreed holidays.

14. FORCE MAJEURE:

14.1 The contractor shall not be required to perform the services required under this agreement if prevented from doing so by an Act of God, order or direction of government or local authorities, act of state enemies, obstacle from earlier waste collecting vendor, riots, strikes, and substantial destruction to the plant or equipment of any supplier, shortage of fuel or lubricants, or any other circumstances beyond their control. For purposes of this agreement, Act of God shall include causes arising from natural calamities such as earthquakes, floods and rain storms during which one inch or more of precipitation falls within one hour, or fires. The contractor shall notify the customer within 7 days of such occurrence. The contractor shall not be entitled to payment for services not performed due to force majeure, and shall not be deemed in breach or default of this agreement by reason of such non-performance.

14.2 This agreement constitutes and represents the entire agreement between the customer and the contractor with regard to the above mentioned agreements for the proper management of solid waste generated within Embassy and cancels and supersedes all prior arrangements, agreements or understandings if any, whether oral or written. No modification of any of the terms of agreement contained in this document shall be valid and binding unless signed by or on behalf of both the parties.

AGREED AND SIGNED BY

For Customer:

Signature:

Name:

Designation: Head of Chancery

Seal of the officer of GOI:

For Contractor:

Signature of authorized person:

Name:

Designation:

Seal of the Company:

Date of Agreement: