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**EMBASSY OF INDIA, KATHMANDU**  
**P.O. BOX NO. 292,**  
**336, KAPURDHARA MARG, KATHMANDU, NEPAL**

Tel Phone No.-01-4413347

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NAME OF WORK                      Contract for :- Wall-to-Wall Carpeting in three rooms of India House with an area around 2,000 sq ft (Subject to actual measurement after the work is done)

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**-Sd/-**  
**Abhishek Dubey**  
**Head of Chancery**

Signature & name with Address of Bidder/Contractor

**BRIEF DETAIL OF WORK**

1. Name of Work : Wall-to-Wall Carpeting in three rooms of India House with an area around 2,000 sq ft (Subject to actual measurement after the work is done)
2. Estimated Cost : NRs.10,00,000.00 (Nepali Rupees Ten Lakh)  
(Subject to Revision)
3. Cost of Tender Document/ Applying : NIL
4. Earnest Money Deposit : NRs 50,000.00  
(Mandatory)

-Sd/-  
Abhishek Dubey  
Head of Chancery

Signature & name with Address of Bidder/Contractor

## **NOTICE INVITING TENDER**

Embassy of India, Kathmandu invites tender/bids to Embassy of India, Kathmandu under two bids/cover system i.e. Technical Bid (Cover-1) and Financial bids (Cover-2) for Wall-to-Wall Carpeting in three rooms of area around 2,000 sq ft (Subject to actual measurement after the work is done) published through Central Public Procurement Portal of Government of India ([www.eprocure.gov.in](http://www.eprocure.gov.in)).

S. No.	E-tender Notice	Description	Tender Fee/cost (Non-refundable)	Earnest Money Deposit (EMD) (Nepali Rupees)	Work Estimated Cost (NRs)	Period of Tender/ Contract
1.	Wall-to-Wall Carpeting in three rooms of India House with an area around 2000 sq ft (Subject to actual measurement after the work is done)	Building Repair	NIL	50,000.00	10,00,000.00	Period during F.Y. 2017-18.

The schedule of Dates for E-tendering is as follow:-

Sl. No.	Activity	Date & Time
1.	Publishing date of E-Tender	04.10.2017
2.	Document Download start date	05.10.2017 at 1000 hrs
3.	Document Download end date	29.10.2017 at 1200 hrs
4.	Bid submission start date (Cover -1 & 2)	30.10.2017 at 1100 hrs
5.	Bid submission end date (Cover -1 & 2)	31.10.2017 at 1700 hrs
6.	Bid opening date (Cover - 1)	03.11.2017 at 1100 hrs

-Sd/-  
Abhishek Dubey  
Head of Chancery

Signature & name with Address of Bidder/Contractor

**INFORMATION AND INSTRUCTION  
FOR CONTRACTOR FOR E – TENDERING**

1.	The Tenderer/Bidder is bound by all terms and condition of this tender and any violation may invite forfeiture of his Earnest Money Deposit (EMD).
2.	No conditional tenders/bids will be accepted.
3.	<p>Each bidder shall have to submit copies of following documents with duly filled in financial bid document/proforma:-</p> <ul style="list-style-type: none"><li>(a) Last two years Income Tax Returns/balance Sheet.</li><li>(b) Latest Bank Statement of one year upto 31.03.2017.</li><li>(c) Experience Certificate last three years 2014-15, 2015-16 and 2016-17 i.e. only those contractors who have satisfactorily executed three similar works with any Govt. Deptts./Govt. Undertaking/Hotels/any reputed organizations during above period/three F.Ys of value not less than 25% or two similar works of value not less than 50% or one similar work of value not less than 75% of the bid value are eligible to participate in the tendering.</li><li>(d) Copy of PAN Card</li><li>(e) Address Proof of Bidder/Tenderer.</li><li>(f) VAT Registration Certificate and No Due Certificate.</li><li>(g) Firm Registration Certificate.</li><li>(h) Details of contractual dispute with any department/organisation or Arbitration proceedings or Court case/other litigations if any initiated or pending.</li><li>(i) Copy of receipt/deposit of EMD in the form of RTGS/NEFT/Bank Guarantee.</li><li>(j) Certificate/Undertaking by the Tenderer/Contrator.</li><li>(k) Declaration by the Tenderer/Contractor.</li></ul>

NOTE : - I. The bidder/tenderer are advised in their own interest to directly submit clear and legible documents only. The documents to be submitted for the technical bid should be prefereably in colour. The documents which are not legible are liable to be rejected at the discretion of the technical evaluation committee. The sole responsibility of such rejection would be of the tenderer and no representation/correspondence on this ground would be entertained.

Note :- II. The Embassy of India, Kathmandu reserves the right to relax any of the aforementioned conditions as deemed fit.

4.	Tender document indicating full details of the tender is available and shall be submitted directly to the Embassy of India, Kathmandu only. The bids will not be accepted in any other form. Bidders are advised to get themselves acquainted with the requirement for E-tendering at portal mentioned above.
5.	There is no fee to apply for the tender.
6.	Tender documents duly completed in all respects containing Technical Bid along with all the documents and Financial Bid (separately) to be submitted at the Reception of Embassy of India, Kathmandu mentioned above positively by. Each page of documents submitted should be signed by the tenderer or authorized representative of the Bidder/Tenderer.
7.	The bidders are required to furnish an earnest money deposit (EMD) of NRs 50,000/- in the form of Cheque/Demand Draft in favour of Embassy of India, Kathmandu payable at Kathmandu only. Non-submission of EMD shall lead to disqualification.
8.	Financial Bids of Technically Qualified Bidders only will be accepted,
9.	Purchase Committee/Board of Embassy of India, Kathmandu reserves itself the right to extend the date of receiving/opening of the bids.
10.	The acceptance/declaration of the Financial Bid shall be done only after the evaluation of Technical Bid in due course.
11.	Embassy of India, Kathmandu is not responsible for any link failure/internet problem etc in respect of submission/receipt of any documents or in submission of E-Bid. It is the responsibility of the Bidder to make sure that the required documents is submitted in time at the Reception of Embassy of India, Kathmandu and as per prescribed terms and conditions of the Tender Action/Bidding process.
12.	Embassy of India, Kathmandu reserve to itself the right to reject any tender/bid without assigning any reasons thereto.

-Sd/-  
Abhishek Dubey  
Head of Chancery

Signature of Bidder/Contractor

**MODE OF SUBMISSION OF TENDER**

1. The bidders are required to submit two bids separately i.e. **Technical Bid** and **Financial Bid** in the prescribed formats (i.e. attached with tender form) in the technical bid, the bidder will provide details about his experience in the field, the other organization for which he is providing such services, details regarding compliance of statutory laws etc. **The rates quoted should be inclusive of all taxes, Govt. duties etc. as applicable.** The bidders are required to submit copies of the documents claimed in technical bid. services provider will be short listed on the basis of their competency after scrutinising all the relevant papers.
2. Embassy of India, Kathmandu reserves the right to postpone and/or extend the date of receipt/opening of bids/tenders or to withdraw the same, without assigning any reasons thereof.
3. The cost of EMD should be deposited separately via Demand Draft/Cheque in favour of Embassy of India, Kathmandu payable in Kathmandu only.

-Sd/-  
Abhishek Dubey  
Head of Chancery

Signature of Bidder/Contractor

**GENERAL TERMS AND CONDITIONS  
FOR TENDER ACTION AND EXECUTION OF CONTRACT**

1.	The scope of work and contract value may be increased or decreased as per decision/approval of the Committee and tenderer shall have no claim on that account.
2.	Tender will be submitted on prescribed format at the Reception of Embassy of India, Kathmandu, Kapurdhara Marg, Kathmandu (Nepal) alongwith Technical Bid (Cover-1) & Financial Bid (Cover – 2) with Cheque/Demand Draft for Earnest Money Deposit.
3.	<p>The contractors/firms who are enlisted/registered contractor of the Embassy of India, Kathmandu may tender provided they fulfill required eligibility criteria of work experience as given in condition No. 3 (c) of instructions sheet Page No. 4.</p> <p>The contractor /firm not enlisted with the Embassy of India, Kathmandu but is enlisted with any other Central/State Govt. Departments/C.P.W.D./MES/PWD/ Railways/Govt. Undertaking/local Government may be allowed to tender provided they are found eligible and also fulfill required eligibility criteria of work experience as given in condition No.3 (c) of instruction sheet Page No.4. Any other organisation fulfilling the eligibility criteria may also apply.</p>
4.	Embassy of India, Kathmandu will return/refund the earnest money in due course wherever applicable to all unsuccessful tenders on completion of Tender Process.
5.	The tenderers shall quote rates above or below the assessed item rates as shown in estimates.
6.	The submission of a tender by a tenderer implies that he has read this notice and conditions of contract and, has made himself aware of the scope of work, site condition and has read the schedule, specifications of the work to be done, and, of the conditions and other factors in the execution of work.
7.	Tender that contains any omission, erasure, unsigned alteration or condition shall be liable for rejection.
8.	The tender rates quoted must be written in both the figures and in words clearly. Conditional, incomplete and unsigned tender shall be rejected. All pages of tender documents shall be signed by the tenderers. In case of variation of rates written in figures and in words the lower of the two shall be considered.
9.	In the event of tender being submitted by a firm, it must be signed by each member thereof, in the even of the absence of any partner it must be signed on his behalf by a person holding a authority/power of attorney/authorize him to do so.
10.	The contractor must write their correct and complete address in tenders and arrange to take delivery of all letters. If any letter sent through registered post is received back undelivered it will be contractor's own responsibility and contractor shall be bound for action as required through the contents of such letter.
11.	Before tendering, the tenderer are advised to take into account fluctuation in the market rate and availability of materials in market. No claim shall be entertained on this account during acceptance of tender and currency of the contract.
12.	The Tender shall remain open for acceptance for a period of 120 days from the date specified for its submission and opening thereof.
13.	All concerned contractors/tenderers/bidders are informed that tender rates quoted now for current F.Y. 2017-18 may be considered valid, effective for onward period during next F.Y. 2018-19 as per decision of Embassy of India Kathmandu.
14.	The Embassy of India, Kathmandu will be the accepting authority of the tender here-in-after referred to as such for the purpose of this contract. The accepting authority does not bind itself to accept the lowest or any tender, or to give any reason for not doing so. It also reserves the right to accept counter offers or its option.
15.	After conclusion of tender action if the contractor fails to execute/to sign the agreement on non-judicial stamp paper within seven days from the receipt of the intimation, Head of Chancery. Embassy of India, Kathmandu shall be at liberty to forfeit the earnest money, security money as the case may be, besides other penal action against the contractor.

16.	Before commencing the work, the contractor shall submit for the approval of the Embassy of India, Kathmandu, the samples of each material which he intends to use and incorporate in the work. The contractor will offer all facilities to the Embassy of India, Kathmandu representatives or such person as may be authorized in this behalf to inspect the site at any time and also any store or workshop of the contractor where materials for the work are kept or stores are being prepared for use or to be incorporated in the work under the contract.
17.	The Contractor, agrees to remove from the site within 24 hours on being ordered in writing to do so by the Head of Chancery, Embassy of India, Kathmandu any materials, stores, implements, machine appliances etc. which have not been approved and found substandard, failing which the Head of Chancery, Embassy of India, Kathmandu shall remove the same at the risk and expense of the contractor and recover the cost of so doing from their sale by auction or by deduction in deposits/ due payments of contractor.
18.	The contractor is liable to carry out works strictly in accordance with specifications, and departmental instructions that in case of any variation he should obtain instructions in writing from the Head of Chancery, Embassy of India, Kathmandu, in the event of work being carried out below the specifications or poor workmanship the Head of Chancery, shall be at liberty to reject the same in whole or part at his discretion, and the contractor shall be liable to remove or rectify the same, as directed, at his risk and cost. The extent and amount of work may reduce or increase in respect of any work as per approval of Head of Chancery, Embassy of India, Kathmandu.
19.	In the event of the work remaining uncommenced/incomplete for more than 15 days from the date it was to be commenced/completed, the Head of Chancery will be at liberty to terminate or re-tender contract and to have the work commenced/completed by any other contractor at such rates as may be decided by the Committee or in any other way he may think fit and proper under the circumstances and the contractor shall be liable to make good all expenses that the Embassy of India, Kathmandu may have to incur in this behalf.
20.	Notwithstanding the provisions of the relevant clauses it shall be the absolute discretion of the Head of Chancery to grant an extension in time for commencement of the work, completion of work or clearance of site at the request of the contractor according to special circumstances of the case
21.	The contractor shall either himself supervise the execution of the work or shall appoint a competent agent for this purpose. If the Contractor fails to appoint a suitable agent on being, ordered to do so, the Head of Chancery, Embassy of India, Kathmandu shall have full power to suspend the Execution of the works until such date/period and the contractor shall be responsible for the delay so caused to the works. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself. The Contractor or his agent shall be in attendance at the site during all working hours and shall supervise the execution of the work.
22.	The Contractor shall deploy labour in sufficient number to maintain the progress of the work and maintain quality and workmanship of the degree required by the specifications and to the satisfaction of the Head of Chancery. The work shall be executed on all working days. in case the work is to be executed on Holidays and beyond the prescribed hours, intimation/permission to the effect Shall be given/obtained by the contractor from the CEO/Technical Staff.
23.	In case the Contractor fails to complete the work or clear the site within the stipulated time given in the work order he shall be liable to pay penalty up to the extent of 10% of the estimated value of the work order, at the discretion of the Head of Chancery, Embassy of India. Besides above minimum penalty of NRs. 500/- extending up to NRs. 5,000/- per day may be imposed upon the defaulting contractor for violation of Terms & Conditions at the discretion of the Head of Chancery, Embassy of India, Kathmandu and in case of continued violations of contractual norms and disregard to the Departmental Instructions the agency/contractor shall be liable to be punished and black listed by the Embassy of India, Kathmandu.
24.	The amount of penalty as calculated above may be adjusted or set off against any sum payable to the contractor under this or any other contract.
25.	The Contractor/Tenderer/Bidder will have to complete the entire work within the prescribed period from the date of issue of work order/work orders to him. In case the work is not completed in time or progress of work is not to the satisfaction of the Head of Chancery or the contract is terminated due to breach of any condition of agreement apart from forfeiting the security or any other payments due to the contractor from the Purchase Committee, the Head of Chancery shall be at liberty to get the work done through any other contractor/agency at the risk and cost of the defaulting contractor.

26.	The Contractor shall indemnify the Embassy of India, Kathmandu or Third party' against all claims enforceable against the Embassy of India, Kathmandu or any Officer or servant of the Embassy of India, Kathmandu, in respect of injury or damage arising out of the execution of this contract to any person or property including all claims which may arise under the workman's Compensation Act or otherwise in consequence of the work in respect of any person employed by him on the work.
27.	The Contractor will not at any time cause or permit any nuisance on the site or do anything which shall cause un-necessary disturbance or inconvenience to the owners, tenants or occupiers of other properties near the site and to the public generally and will secure the efficient protection of all streets and water ways against pollution.
28.	Contractor shall be responsible for giving necessary notice/intimation to the general public about the works and to provide adequate safeguards and protection as may be required for public safety. The contractor shall observe all laws, bye-laws or regulations that may have any bearing on the execution of the work and shall be bound to bear the expenses of any action or law proceedings that may be brought by any persons for any offense committed by the contractor, his agents or workman against public safety or convenience and to pay any damages and cost which may be awarded on consequence.
29.	In case of any defacement or injury caused to any part of the Building or any road or any fence or enclosure or grass or cultivated land during the execution of this contract or if any damage is caused to any work or any imperfection becomes apparent in the work during the execution of this contract, the contractor shall make good the same or else the cost shall be deducted by the Head of Chancery from any sum that may be due to the contractor then or at any time there of under this or any other contract.
30.	All filth/wastage that may be accumulated on the site during the progress of the works shall be removed by the contractor at his own expenses to the entire satisfaction of the Head of Chancery, Embassy of India, Kathmandu.
31.	Materials of any kind obtained from working site shall remain the property of the Embassy of India, Kathmandu and shall be disposed off as the Head of Chancery directs.
32.	The contractor shall give reasonable notice in writing to the Head of Chancery, Embassy of India, Kathmandu, whenever any works are to be permanently covered or completed, whether by earth or by other means and in default of so doing, shall if required by the Head of Chancery, Embassy of India uncover such work at his own arrangement and expenses.
33.	The Head of Chancery, Embassy of India, Kathmandu and any other person duly authorized by the Head of Chancery may inspect and examine at any time any part of the Work, stores/materials intended to be used in or on the works and the contractor shall give such facilities as may be required to be given for such inspection and examination
34.	The Head of Chancery shall be free to require by him for the execution of the work under this contract, the contractor to carry out any deviation or variation in the works as may be considered necessary as decided and approved by the Committee/HOC. In case of deviation from the initial scope of work, the time for completion of the whole work may be extended, if necessary, by the HOC in the proportion which the extra work bears to the original contract work and the decision of the HOC shall be conclusive as to such proportion.
35.	In case of certain items of work not provided for in the original estimates the rates shall be determined as per prevailing norms and such Assessed rates incorporated in the Contract work shall be fixed by the Head of Chancery whose decision shall be final, conclusive and binding on all parties to the contract.
36.	If at any time after the commencement of the work the Board shall for any reason whatsoever not require the Whole work thereof, as specified in the tender, to be carried out the Head of Chancery shall give notice in writing of the fact to the Contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or any advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out. He shall be paid for the amount of the work actually executed on site and duly recorded in the Committee/Head of Chancery of Embassy of India, Kathmandu.
37.	No increase or alteration in the rates of percentage herein before accepted, agreed will be allowed to the contractor by the Embassy of India, Kathmadnu under any circumstances whatsoever.
38.	The Contractor shall have to make his own arrangements for the supply of water required by him fro the execution of the work under this contract. In case of water being provided by the Embassy of India, Kathmandu, the contractor shall be required to deposit the water charges.

39.	<p>(a) The contractor shall employ workmen after verifying their antecedents and loyalty. The contractor shall on demand submit a list of his agent workmen and shall satisfy as to the bonafide of such people. He shall ensure that no person of doubtful antecedents and nationality is in any way associated with the work.</p> <p>(b) The Contractor shall issue identification passes to all his staff, which shall be got scrutinized and stamped by the Embassy for security reasons. For these passes, required for admission of his staff into the site, the contractor shall furnish to the Embassy two photographs of each of his 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, photographs &amp; identification number of the staff, shall be returned by the Contractor on demand of the Embassy and in any case, on the completion of the works. In case Police verification for any or all staff is required by the Embassy, it shall be got done by the Contractor at his own cost.</p> <p>(c) The workers engaged by the Contractor will be the employees of the Contractor and the Embassy will not, in any way, be responsible for any liability/compensation on account of accident, injury or death of worker while performing their work inside the Embassy Campus.</p>
40.	<p>In case contractor desires electricity from department he shall be charged for electricity energy consumed and shall have to pay the prescribed charges to Embassy of India, Kathmandu. The Embassy of India, Kathmandu do not guarantee the continuity of supply or breakdown in the system.</p>
41.	<p>The Contractor agrees to make necessary arrangements at his own cost for machinery, tools, equipment, materials and manpower required by him for the execution of the work and shall also supply without charge the requisite agency with the necessary means for setting out of work. and to count, weigh or measure any part of the work or materials. Failure to obtain any material on the part of the Contractor for any reason will not conform any right on him for demanding extension of time or to demand higher rates.</p>
42.	<p>The Contractor shall not sublet this Contract.</p>
43.	<p>All orders/notices to be given under contract shall be in writing or printed or mailed and if sent by registered post to the last known place of residence or of business of the Contractor shall be deemed to have been served on the date when in the ordinary Course of post it would have been delivered to him</p>
44.	<p>In case of any question arising relating to the meaning of the specifications, designs, drawings and also to the quality of work or materials used on the work the Head of Chancery, Embassy of India, Kathmandu shall be the sole deciding authority.</p>
45.	<p>The conditions contained in the tender document are part and parcel of the contract agreement and shall be binding upon the contractor.</p>
46.	<p>Without prejudice to any of the aforesaid remedies if the contractor becomes insolvent or makes any arrangement with his creditors, the Head of Chancery shall terminate the contract without compensation to the Contractor.</p>
47.	<p>The Contractor agrees that the contract shall not be terminable by the Contractor but the HOC reserves the right to do so on failure of the Contractor to carry out the work or works in accordance with the specifications and plan, and on committing any breach of any condition of this contract. In all cases any loss suffered by the Embassy of India, Kathmandu as a result to breach of any of the conditions of this contract, will be at the risk, and cost of the contractor.</p>
48.	<p>Whenever the contract is rescinded in accordance with any of the conditions of the contract, the Head of Chancery shall be at liberty to forfeit the whole or part of the security deposit to recover any penalty payable to the Embassy of India, Kathmandu by the contractor under the agreement.</p>
49.	<p>If it should transpire that any officer or any employee of the Embassy becomes directly or indirectly interested in the contract, or that the contractor is doing business conjointly with any other contractor, or is a partner in any other firm(s) on the Embassy of India, Kathmandu's list of approved contractors, the Head of Chancery shall rescind the contract and the security deposit of the contractor shall there upon be forfeited without prejudice to the Embassy's rights to recover any amount from him by which the cost of completing the work shall exceed the tendered cost.</p>
50.	<p>The contractor shall be required to provide appliances at site in order to enable the Head of Chancery or designated Official to conduct field tests to ensure that the quality is in accordance with prescribed specifications and nothing extra shall be paid on this account</p>
51.	<p>For completion of the work in time the contractor might be required to work in two shifts and no claims whatsoever shall be entertained on the account withstanding the fact that the contractor will have pay to the labourers and other staff engaged directly or indirectly for the work according to the provision of the labour regulation and the agreement entered upon/and or extra, amounts for any other reason.</p>
52.	<p>No repayment will be made to the contractor, for damage caused by rains, or other natural calamities during the execution of the work and no such claim on this account will be entertained.</p>

53.	Except otherwise specified in the contract the Head of Chancery, Embassy of India, Kathmandu shall be the sole deciding authority on all question relating to the meaning of the specification, designs, drawings and instructions herein before mentioned and also to the quality of work or materials used in the work.
54.	There may be other agencies (contractors) or departmental workers such as for building work, road work, internal electrification etc. whose works also will be in the same area in which work covered by this contract: are to be carried out. The contractor is required to work in close cooperation with these agencies (contractors) and generally afford reasonable facilities and cooperation so that all such works run smoothly. The rates tendered by the contractor shall be deemed to included for all these factors.
55.	The work shall be paid for on the basis of actual work performed or materials supplied, as ascertained by measurement at the tendered rates. The measurements will be taken by Engineering Staff of Embassy of India, Kathmandu. The Contractor or his authorized agent is to be present when measurements are being taken and will sign the Measurement Book. If the Contractor objects to any measurements recorded the issue will be brought to the notice of the Head of Chancery for consideration and appropriate instructions in this regard.
56.	Income. Tax and GST and other taxes, fees, labour cess etc. as applicable on the gross amount of each bill/contract value shall be projected, deducted, recovered as per the prevailing rates and paid to the concerned department as per norms. If any further tax or levy is/has been/will be imposed by the Govt. the contractor shall be liable to pay the same also as per norms. Except otherwise specified in the contract the Head of Chancery, Embassy of India, Kathmandu shall be the sole deciding authority on all question relating to the applicability of Taxes/Fees etc for the contract.
57.	The Contractor shall submit the bills for all work executed in accordance with the terms of the estimates/contract.
58.	The Contractor shall be entitled and paid his dues under the contract after the completion of the work to the satisfaction of the Head of Chancery and as per availability of Funds with Embassy of India, Kathmandu. Contract Bill, Payment would however be subject to any adjustment/recovery which may become necessary as a result of audit or rechecking/review of Embassy of India, Kathmandu accounts by the Competent Authority.
59.	Any amount due to the Embassy of India, Kathmandu under any of the terms of this contract may be deducted from any sum or sums due to the Contractor under this contract or any other Contract with him and/or may be recovered from the Contractor as arrears of tax.
60.	That the Earnest money deposit (EMD) of the successful tenderer/bidder will be retained as per contract terms which as a whole shall form security for a minimum period of six month.
61.	Embassy of India, Kathmandu reserve all the rights of awarding/termination the contract without assigning any reason thereto.

-Sd/-  
Abhishek Dubey  
Head of Chancery

ACCEPTED (All Terms & Conditions given in Page No. 7 to Page No. 11)

Signature of Bidder/Contractor

Dated:

**PARTICULAR SPECIFICATIONS**

**Section I Special Requirements**

**Section II Particular specifications for materials, workmanship.**

**PARTICULAR SPECIFICATIONS**

**SECTION I**

**(SPECIAL REQUIREMENTS)**

1. SAMPLES:

The Contractor will submit samples of all the materials required for the execution of work if ordered by Head of Chancery, Embassy of India, Kathmandu before bringing bulk supplies at site. The approved samples shall be lodged with HOC as per requirement. If the contractor fails to do so and the unapproved sample is used in the construction same may be liable for rejection and payment be not made.

2. TESTS:

Materials and workmanship may be tested during and after incorporation in the work. The Head of Chancery shall be at liberty to have tests of samples of such materials/works of which he is not satisfied and send them to any testing laboratory. Upon the results of the test providing that unsatisfactory materials or workmanship were employed, the contractor shall remove the unsatisfactory work and have it redo to the entire satisfaction of the Head of Chancery. Contractor will be responsible for carrying out all the tests specified. The cost of material and transportation for all the tests will be borne by the contractor. In case the same is got carried out from other Govt/Govt approved agency, the cost of materials, transportation as well as testing charges will be borne by the contractor.

3. ATTENDANCE UPON THE DEPARTMENTAL LABOUR:

The contractor shall permit free access and generally afford facilities and usual conveniences to other agencies such as departmental workman to carry out work, if any, under separate arrangements. The contractor shall not be allowed by any extra payment on this account.

4. STORE & MATERIALS COLLECTED BY THE CONTRACTOR :

The contractor shall obtain the specified items direct from the manufacturers. He shall obtain other stores and materials of proprietary nature from the reputed firms or through their authorized agents only. The contractor shall ensure that the materials are packed in original sealed containers/packings bearing manufacturer's makings and brands etc. (except where the quantity required is a fraction of the smallest packing). Materials not complying with this requirement shall be rejected.

5. PRECAUTIONS :

The contractor shall use all due precautions for the safety of passengers by placing sufficient barriers and sign boards as per necessity.

6. WATCHING :

The contractor at all times shall be responsible for the proper light, watching, barriers and protection of all unfinished section, for the proper and convenient dumping of metalling material, etc. The contractor shall be accountable for any negligence or lapses in this regard.

7. DIVERSIONS AND ADDITIONAL ARRANGEMENTS :

The contractor shall be responsible for making and maintaining in good order at his own expenses any necessary arrangement. Expenditure incurred on account of arrangements is deemed to have been accounted for in the price quoted by the contractor.

8. CLEANING DOWN ETC: (APPLICABLE TO BUILDING WORK ONLY)

The contractor shall clean all floors, Electric wiring if besmeared, remove adhesive or point drops etc. carry out all other necessary item of work in connection therewith, leave the whole premises clean and tidy before handing over building and he shall have no claim on this account.

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**PARTICULAR SPECIFICATIONS**

**(SECTION II)**

**(DESCRIPTION WORKMANSHIP AND MATERIALS)**

Scope of Work:-

Sl. No.	Items	Details
1.	Details of Work	Wall-to-wall Carpeting in three rooms of India House with an area around 2,000 sq ft (Subject to actual measurement after the work is done)
2.	Material specification of floor covering carpet	<ul style="list-style-type: none"><li>➤ Pile Content:- 100 PP (Polyester Pile)</li><li>➤ Pile Weight:- 1500 grams.</li><li>➤ Total weight: 2100 grams.</li><li>➤ Pile Height:- 10 mm ( ± ).</li><li>➤ Stain Resistant.</li><li>➤ Suitable for semi-commercial and residential areas.</li><li>➤ Action Backing.</li><li>➤ Well branded/imported quality.</li></ul>
3.	Joints in floor covering carpet	No Joints (except unavoidable) between the carpets/covering floor
4.	Completion of work	One week from the date of awarding the job.
5.	Adhesive	Standard quality viz non-toxic, water resistant etc.
6.	Transportation	The contractor shall make his own transportation for all the required materials to the site of work as well as disposal of any waste material.
7.	Payment	The payment will be made only after completion of the work to the satisfaction of Embassy of India, Kathmandu.

Note – I :- Embassy reserves the right to terminate the contract in case the supplies made are of substandard quality at any time.

Note – II :- Embassy of India, Kathmandu reserves the right to reject any sealed quotation without assigning any reason thereto.

**APPROXIMATE ESTIMATE**

Sl. No.	Work Description	Estimated Cost
1.	Wall-to-Wall Carpeting in three rooms of India House with an area around 2,000 sq ft (Subject to actual measurement after the work is done)	<b>NRs 10,00,000.00</b> (Subject to revision at actual work done)

**UNDERTAKING / CERTIFICATE**

NAME OF WORK : — WALL-TO-WALL CARPETING IN THREE ROOMS OF INDIA HOUSE WITH AN AREA AROUND 2,000 SQ FT (SUBJECT TO ACTUAL MEASUREMENT AFTER THE WORK IS DONE)

1. I/We \_\_\_\_\_ Contractor/Proprietor/Director/Partner/authorized signatory of the Agency/Firm, mentioned above is competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender action and execution of contract and undertake to abide by them.
3. The information/documents furnished are true and authentic to the best of my knowledge and belief, I/we, am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of their tender at any stage besides liabilities towards prosecution under appropriate law.
4. I, do hereby declare that the our firm has neither been blacklisted/no criminal case pending against the firm by any of the Govt. Institute/Ministries/Departments/PSUs/ other organizations with which the firm had contracted of during the last three years nor has been penalized by such offices/organizations.

(Signature of Bidder/Contractor)

Date : \_\_\_\_\_

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

Place : \_\_\_\_\_

Seal:- \_\_\_\_\_

**DECLARATION BY THE TENDERER/CONTRACTOR**

1. I/We \_\_\_\_\_ hereby tender for the execution of repair work under Embassy of India, Kathmandu as per the terms and conditions of the tender action and contract.

2. I/We hereby agree to abide by and fulfill all the terms and conditions/provisions as annexed hereby and so far as applicable or in default thereof to forfeit and pay to the Embassy of India, Kathmandu sum of rupees mentioned in the said conditions without prejudice to the Embassy of India, Kathmandu's right to claim damages for breach of contract. The sum of NRs 50,000.00 (Nepali Rupees Fifty Thousand) deposited as Earnest Money is to be absolutely forfeited by the Board should this tender be accepted and if I/We default in executing the Contract Agreement within the specified time limit.

3. The Earnest Money will only be refunded to the unsuccessful tenderer in due course after finalization/approval of the tender of successful bidder by the Competent Authority.

(Signature of Bidder/Contractor)

Date : \_\_\_\_\_

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

Place : \_\_\_\_\_

Seal:- \_\_\_\_\_

**TECHNICAL BID DOCUMENT / PROFORMA**

Sl. No.	Required Documents	Description	Evaluation Mark	Enclosed (Yes/No)
1.	Experience	(a) The company/contractor should have minimum two year's experience.	04	
		(b) Preference will be given to those company/contractor which has experience in working with Diplomatic Mission/Govt. Departments/Hotels/any other reputed organization.	02	
2.	Registration Number	The company/contractor should have a valid Registration Number either in India and/or Nepal	01	
3.	Turnover	The contractor should have a minimum turnover of NRs 15 lakhs per year or equivalent	02	
4.	VAT	Certificate that company/contractor pays VAT regularly and their VAT dues are cleared either in India and/or Nepal	01	
5.	EMD	EMD of NRs. 50,000/- by Checque / Demand Draft in favour of Embassy of India, Kathmandu, payable at Kathmandu	Mandatory	
6.	PAN Card	Copy of PAN Card	Mandatory	
7.	Address Proof	Address Proof of the Bidder/Tenderer	Mandatory	
8.	Certificate/Undertaking by the Tenderer/Contractor		Mandatory	
9.	Declaration by the Tenderer/Contractor		Mandatory	

(Signature of Bidder/Contractor)

Date : \_\_\_\_\_

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

Place : \_\_\_\_\_

Seal:- \_\_\_\_\_

**FINANCIAL BID DOCUMENT / PROFORMA**

NAME OF WORK : — WALL-TO-WALL CARPETING IN THREE ROOMS OF INDIA HOUSE WITH AN AREA AROUND 2,000 SQ FT (SUBJECT TO ACTUAL MEASUREMENT AFTER THE WORK IS DONE)

I have examined and perused the documents given vide Tender Notice, Information and Instructions for tendering and General Conditions for tender Action and execution of Contract.

We agree to perform such service and execute such works upon the terms and conditions contained or referred to in the aforesaid documents and upon the conditions hereinafter contained as may be deemed and as are enumerated in the aforesaid Assessed item rates and agree to carry out such deviation as may be ordered by the Head of Chancery, Embassy of India, Kathmandu.

2. Details of quotes:-

- (a) Actual Estimated Area:-
- (b) Unit Rate:-
- (c) VAT/Govt Tax:-
- (d) Total Rate:-

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_ duly authorized to sign the tender for and on behalf of \_\_\_\_\_ (in BLOCK LETTER) dated: \_\_\_\_\_ Telephone No. \_\_\_\_\_ Address: \_\_\_\_\_

(Signature of Bidder/Contractor)

Date : \_\_\_\_\_ Full Name : \_\_\_\_\_

Place : \_\_\_\_\_ Seal:- \_\_\_\_\_