



**Tender for Annual Maintenance Contract for
hiring of 35 gardeners (1 skilled + 34 semi-skilled) for maintenance of
gardens at Embassy of India, premises**

**TENDER NO. Kat/Estt/867/02/2023
Dated: 29.11.2023**

Last date for submission of bid: 19.12.2023

**Embassy of India, Kathmandu
Kapurdhara Marg, Lainchour,
Kathmandu-44600**

File No.Kat/Estt/867/02/2023
Embassy of India
Kathmandu

NOTICE INVITING TENDER

Embassy of India, Kathmandu invites Tender under two bid system from registered and authorized firms/agencies for hiring of 35 gardeners (1 skilled + 34 semi-skilled) for maintenance of gardens at premises of Embassy of India, Kathmandu, Kapurdhara Marg, Lainchour, Kathmandu-44600 as per details given in the tender documents.

2. The interested firms/service agencies should submit the bids in two separate sealed covers, superscribed as “Technical Bid” and “Financial Bid”. Both sealed covers should be put in a separate single envelope superscribed as “Tender No. Kat/Estt/867/02/2023 for AMC for hiring of 35 gardeners (1 skilled + 34 semi-skilled) for maintenance of gardens” and addressed to “Embassy of India, Kathmandu, Kapurdhara Marg, Lainchour, Kathmandu-44600”. Please note that tender document will not be accepted after the expiry of stipulated date and time for the purpose under any circumstances.

3. The Earnest Money Deposit (EMD) of **NPRs. 2,25,000.00** or equivalent in the form of Account Payee Demand Draft/Bank Guarantee/Pay Order drawn in favour of “Embassy of India, Kathmandu” is required to be submitted along with tender bids.

4. The Technical Bids will be opened on 20.12.2023 by a Committee authorized by the Competent Authority of the Embassy of India, Kathmandu. The financial bids of only those bidders, whose Technical Bids are found responsive, shall be opened by the Committee authorized for the purpose. The pre-bid site visit may be conducted on during office hours on prior appointment basis to assess the job requirement / quantum of work involved. For any queries, please write to Head of Chancery, Embassy of India, Kathmandu.

5. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.

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

LETTER OF BID

Dated: _____

To,
The Head of Chancery
Embassy of India,
Kathmandu

Ref: Invitation for Bid No. _____ dated _____.

We, the undersigned, declare that:

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

2. We offer to execute in conformity with the Bidding Documents for AMC for hiring of 35 gardeners (1 skilled + 34 semi-skilled) for maintenance of gardens at Embassy of India, Kathmandu.

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

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

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

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

Yours sincerely,
Authorized Signatory

(Authorized person shall attach a copy of Authorization for signing on behalf of Bidding Company)
Full Name and Designation
(To be printed on Bidder's letterhead)

DATES TO REMEMBER

<u>Events</u>	<u>Date</u>
Notice Inviting Tender	29.11.2023
Starting date of Tender submission	29.11.2023
Site visit	29.11.2023 Onwards
Last date of Tender Submission	19.12.2023, 1700 Hrs
Opening of Technical Bids	20.12.2023, 1100 Hrs
Opening of Financial Bids (of only those who qualify in the minimum eligibility criteria)	To be intimated later

1. GENERAL INSTRUCTIONS

- 1.1 For the Bidding / Tender Document Purposes, the Embassy of India, Kathmandu shall be referred to as 'Client' and the Bidder/Successful Bidder shall be referred to 'Contractor and / or Bidder or interchangeably.
- 1.2 The tender document can be downloaded from the websites of <http://www.eprocure.gov.in>, <https://www.indembkathmandu.gov.in> from 29.11.2023 onwards. The last date of submission of bids is 19.12.2023 (1700 Hrs).
- 1.3 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 1.4 The bidder shall submit the copy of the authorization letter / Power of Attorney as the proof of authorization for signing on behalf of the Bidder.
- 1.5 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied by EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are liable to be rejected.
- 1.6 The Parties to the Contract/Agreement shall be the successful bidder (to whom the work has been awarded) and the Client, Embassy of India, Kathmandu.
- 1.7 For all purposes of the contract including arbitration thereunder, the address of the bidder mentioned in the bid shall be final unless the bidder notifies any change of address by a

separate letter handed over personally/courier or by email to the estt.kathmandu@mea.gov.in. The bidder shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner.

- 1.8 The bidders are required to visit the site to assess the quantum of work involved before submitting the tender. Once the tender is submitted, it will be presumed that the bidder has seen and understood the complete work involved.

2. Scope of Work:

The agency shall deploy thirty four semi skilled gardeners and one skilled supervisor at the premises of the Embassy. They will work from 0800 hrs to 1700 hrs for six days a week. The scope of work to be attended to will include:

- General service, cleaning, maintenance and development of gardens in the Embassy premises.
- Maintenance of existing trees, plants (pine trees, camellia, Rose plants), flowers etc.
- Watering of plants, flowers, lawn mowing, trimming of plants/hedges, removal of creepers from plants/trees, weeding etc, cleaning of dead leaves from gardens/lawns, landscaping of green area.
- Pouring of proper manure, spray of pesticides/chemicals on the plants/trees.
- Collection and disposal of dead leaves from the lawn/garden at designated place.
- Germination of seasonal plants/flowers from seeds in the kitchen garden/designated places and planting them in the Embassy complex.
- Keeping/changing of flower pots especially in front of Chancery, India House, DCM's bungalow, Main gate and KV gate etc.
- Maintenance of gardens/lawns at India House, DCM's bungalow, RG bungalows, other residential and office buildings in the Embassy' s premises.
- Any other related work assigned from time to time by the Embassy.

Note :

1. Sincere efforts have been done to define the scope of work to the extent possible. However, it may vary to some extent as per actual requirement. The contractor will work as per direction of the coordinator.
2. The contractor shall provide minimum two set of good quality uniforms, identity cards & headgear to all its workers. The workers without uniform, head gear & identity card shall not be permitted to work in the Embassy premises.

3. MINIMUM ELIGIBILITY CRITERIA

Pre-Qualification/Evaluation/Exclusion Criteria

Sl	Particulars	Details
1	Experience	(a) The company/ contractor should have minimum five years experience in the field of garden maintenance services in reputed organizations like Diplomatic Missions/ Government Departments/ reputed Hotels/ Hospitals etc. (b) Copy of work order for completed work/ongoing work issued by the concerned authority can be accepted in support of the experience. (c) Copy of performance certificate, if any, should also be attached.
2	PAN No./Registration No.	The contractor should have a valid PAN number and or Registration Number of the agency. Documentary proof is to be attached.
3	Minimum Wages	The contractor will provide Certificate/undertaking that he will pay not less than minimum wages fixed by GoN
4	Turnover	The contractor should have average minimum turnover of NRs. One crore or more per year during last three financial years (VAT clearance certificate may be attached)
5	VAT	Certificate that the agency pays VAT regularly and their VAT dues are cleared (Vat clearance certificate for the last three financial years may be attached)
NOTE : Unprecedented situation : If after opening of financial bids it is found that there are more than one lowest bidders, in that case preference will be given to those contractors which scores more evaluation marks in the technical bids		
The agencies must meet all aforementioned eligibility criteria for opening of their financial bids.		

4. EARNEST MONEY DEPOSIT

- 4.1** The Earnest Money Deposit of **NPRs. 2,25,000/-** or equivalent in the form of account Payee Demand Draft/Bank Guarantee/ Pay Order issued by any reputed Bank drawn in favour of “Embassy of India, Kathmandu” has to be submitted along with the bid. The validity of the Demand Draft/Pay Order must be up to 6 (six) months from the last date for submission of bids.
- 4.2** No request for transfer of any previous deposit of Earnest Money Deposit or Performance Security Deposit or adjustment against any pending bill held by the Client in respect of any previous work shall be entertained.

- 4.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the government or will render the bidder ineligible to submit bids for contracts with the Embassy of India, Kathmandu.
- 4.4 The bids without Earnest Money Deposit will be summarily rejected.
- 4.5 No claim shall lie against the Client in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit i.e. no interest will be payable on EMD.
- 4.6 The bid security may be forfeited:
- (i) If the bidder withdraws his bid during the period of validity of the bids specified by the bidder in the bid form; or
 - (ii) In case of successful bidder, if the bidder:
 - (a) fails to sign the contract in accordance with the terms of the tender document;
 - (b) fails to furnish required Performance Security Deposit in accordance with the terms of Tender Documents within the time frame specified by the client; or
 - (c) Fails or refuses to honour his own quoted prices for the services or part thereof.

5. **VALIDITY OF BIDS**

- 5.1 Bids shall remain valid and open for acceptance for a period of 180 days from the last date of submission of Bids.
- 5.2 In case, client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- 5.3 The client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.
- 5.4 PRE-BID MEETING/SITE VISIT: Interested firms/service agencies may visit the site for visualization and better understanding of the quantum of work during 10:00 AM to 05:00 PM after fixing a prior appointment. The site address is Embassy of India, Kapurdhara Marg, Lainchour, Kathmandu. The bidders may also submit their queries by email on the aforementioned email ID..

6 **PREPARATION OF BIDS**

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

- 6.2 **Technical Bid:** Technical Bid should be prepared as per the instructions given in the Tender Documents along with all required information, documents in support of the minimum eligibility criteria. **All the documents comprising the Technical Bid shall be put in a separate sealed envelope superscribed as “Envelope A – Technical Bid”.** Documents comprising the Bid:
- a. Technical Bid Submission Form duly signed and printed on Company's letterhead.
 - b. Contact Details Form, duly filled and signed & stamped.
 - c. All attested supporting documents in proof of having fully adhered to minimum eligibility criteria as referred in Section-3 above.
- 6.3 **Earnest Money Deposit:** Earnest Money Deposit of NPRs. 2,25,000/- or equivalent in the form of account payee Demand Draft/ Bank Guarantee/ Pay Order to be submitted separately in a sealed envelope superscribed as **“Envelope B – Earnest Money Deposit”**.
- 6.4 **Financial Bid:** Bidder shall prepare the Financial Bid in the Price Schedule as provided in the Tender Document. Financial Bid shall be put in a separate sealed envelope superscribed as **“Envelope C- Financial Bid”**.

7. **SUBMISSION OF BIDS**

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

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

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

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

8. **BID OPENING PROCEDURE**

- 8.1 The Technical Bids (Envelope A) shall be opened at Embassy of India, Kathmandu in the presence of bidders or their representatives and the Tender Evaluation Committee constituted by the Competent Authority of the Embassy of India, Kathmandu. After evaluation of Technical Bids, a list of qualified bidders will be prepared by the Embassy of India, Kathmandu. The Financial bids (Envelope ‘C’) will be opened on a subsequent date, which will be intimated to the shortlisted bidders, by mail/phone.

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

9. CLARIFICATION ON TECHNICAL BID EVALUATION.

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

10. PERFORMANCE SECURITY (PS):

- 10.1 **The successful bidder has to deposit Performance Security which will be 5% of the total contract value** in favour of 'Embassy of India, Kathmandu' in form of Demand Draft / Pay Order/Bank Guarantee within fifteen days of the acceptance of the **Letter of Award (LoA)**. Performance Security should remain valid for a period of sixty (60) days beyond the date of completion of all contractual obligations of the **service provider (SP)**. In case, the contract

is further extended beyond the initial period, the Performance Security will have to be renewed accordingly by the Service Provider. No interest shall be paid on Performance Security.

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

11. VALIDITY OF CONTRACT

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

12. PAYMENTS

- 12.1 After award of work, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the SP towards the AMC.
- 12.2 The prices in the Price Schedule shall be inclusive of all applicable taxes as may be levied by the Government from time to time.
- 12.3 All payments shall be made by means of crossed cheques/ bank transfer.
- 12.4 The Client shall be entitled to deduct in accordance with applicable law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor.

- 12.5 The payment to the workers in accordance to minimum wages prescribed by the local Government along with the statutory compliance Bonus is sole responsibility of the Contractor. In case of revision in minimum wages by the local Government, the same would be absorbed by the service provider. Claim for any escalation shall not be entertained by the Client.
- 12.6 No request for revision/ increase of approved rates during the currency of the contract will be entertained.
- 12.7 No payment shall be made in advance nor will any loan from any bank or financial institution be recommended on the basis of the order of award of work.

13. Service Provider Obligations:

13.1 The agency shall deploy thirty four semi skilled gardeners and one skilled supervisor (in the ratio of 20 males and 15 females) to the premise of Embassy of India, Kathmandu.

13.2 Only those workers shall be deployed who are physically and mentally sound to carry out the assigned duties and have required exposure of the work.

13.3 The contractor shall verify background details of workers before deploying them in the Embassy premises. The agency shall also provide recent police clearance certificate of all workers for issuance of entry passes.

13.4 The contractor shall pay the monthly wages to the workers in accordance with the financial quotes before 10th day of each month irrespective of the fact whether payment to the agency by Embassy has been made or not.

13.5 The contractor shall pay all his taxes/duties regularly to the local government. Any unrefunded VAT amount due to negligence on the part of the contractor will be recovered from his subsequent bills or performance security.

13.6 The contractor shall comply to the local wages rules and other rules, regulations and notifications as prescribed by the GoN, relevant to this tender. All local laws and minimum wages may be considered by the agency before submitting financial bid. No request for enhancement of rates will be entertained after award of the work.

13.7 The contractor shall ensure that any information/data which may come to the knowledge and/or possession of the company or any of the personnel of the company including those deployed with the Embassy, for execution of the Annual Maintenance Contract, are not disclosed under any circumstances.

13.8 The contractor shall furnish full details, as may be required, of all personnel deployed for the execution of Annual Maintenance Contract to the Embassy of India, Kathmandu, to facilitate background checks. He/She may further undertake to immediately intimate the Embassy of any information that may come to the knowledge of 'The Contractor', which may have a security implication.

14. Safety Regulations:

14.1 During the execution of work, the contractor shall ensure that their personnel follow essential security measures to carry out the assigned job. In case of any unfortunate event, Embassy shall not be liable to pay any compensation to the agency or its employees.

14.2 During execution of work, it shall also be ensured that no damage, injury or loss is caused or is likely to be caused to any person or property, otherwise the agency shall be liable for compensation.

15. Status of the Contractor and its Staff

15.1 The contractor shall have the legal status of an independent contractor.

15.2 The notice inviting authority shall accept no liability for, nor any financial or other consequences arising from, sickness, injury, damages or death of the personnel of the contractor, of the staff members or of any sub-contractor or agent or of any person performing on their behalf any work under the present contract, nor for any damages which may arise by reason of the neglect or default of any of them.

15.3 The contractor shall indemnify and hold harmless the notice inviting authority in respect of any claim arising out by the contractor or its staff members negligent or unlawful performance under the present contract and brought against the notice inviting authority by any person for a liability as referred to in paragraphs 14.2 above, including their heirs and assigns, or by third parties.

16. Penalty : The Embassy reserves the right to impose penalty as deemed fit in following circumstances:

16.1 The contractor does not comply to the provisions of the agreement or consistently fails to maintain the quality of services.

16.2 The wages as per financial bids are not paid to workers by 10th day of each month.

16.3 The workers are replaced frequently without consulting the Embassy.

16.4 The penalty shall be recovered from the subsequent bill of the contractor or performance security deposited with the Embassy.

17. Other Conditions, Force Majeure & Penalty Clause

17.1 The workers so provided should be on the roll of the Company.

17.2 The bidder must have satisfactory arrangements for training of its workers. Confirmation in this regard is to be given.

17.3 The bidder should submit precise profile of its key clients alongwith details of services provided.

17.4 If any gardener is absent on a given day, the company will provide a substitute for him otherwise proportionate deductions will be made from the monthly payment.

17.5 In case the Service Provider fails in adhering to the daily requirements for garden maintenance at Embassy's premises, and Client has to make alternative arrangements for daily garden maintenance, then Service Provider would reimburse the cost of such arrangements.

17.6 Contractor would be fully responsible for all acts of omission or negligence, dishonesty or misconduct of its employees for work at Mission's/ Post's premises. Contractor would indemnify Client against any compensation/claim and damages etc. due to accident or injury to its employees or death due to accident or otherwise, which may arise out of and during the course of their duties. Client would not be liable to pay any damages or compensation to such cleaners or to any third party.

17.7 In case of any complaint, either as regards the nature of service or as regards the behaviors of gardener on duty or otherwise, Contractor would be intimated and would be required to take corrective measures promptly.

17.8 Client reserves the right to amend/withdraw any of the terms and conditions in the tender documents or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Client in this regard shall be final and binding on all.

17.9 Client reserves its right to revoke the contract at any time, if the services rendered are not found satisfactory during the period of the contract.

17.10 Client may, by written notice sent to contractor, terminate the contract, with a notice period of at least one month, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Client's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.

17.11 Any wrong or misleading information will lead to disqualification.

17.12 Client reserves the right to remove any person found unfit.

17.13 The bidder would be responsible for all mandatory compliance for social, safety and environmental issues related to the performance of the service provider in the Embassy's premises as stated in the eligibility criteria.

18. Arbitration:

18.1 If any dispute, difference or question at any time arises between the Mission and the Contractor in respect of the agreement signed which cannot be settled mutually or in case of termination, shall be referred to arbitration.

18.2 The arbitration proceedings will be conducted in accordance with and be subject to the UNCITRAL (United Nations commission on International Trade Laws) Arbitration Rules, as amended from time to time and the decision of the arbitrators as mentioned above shall be final and binding on the parties.

18.3 Seat of arbitration shall be New Delhi.

19. Jurisdiction:

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. Force Majeure and EoT clause: In the event of force majeure i.e. unforeseeable events such as war, floods, earthquake etc beyond the reasonable control of the Parties to the contract 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 without any additional payment.

21. Clarification:

The prospective tenderer(s) requiring any clarification regarding the tender document are requested to contact Establishment Section (Phone: +977-1-4411851 and email id: estt.kathmandu@mea.gov.in).

At any time prior to the deadline for submission of bids, the Embassy may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer(s), modify the tender document by amendment.

The amendment will be published on Embassy website. In order to afford prospective tenderer(s) reasonable time in which to take the amendment into account in preparing their bid, the Embassy may, at its discretion extend the deadline for the submission of Tender.

Annexure -1

Format for Submitting the Financial Bid

(To be submitted in a separate sealed cover superscribed as “Envelope C – Financial Bid”)

BID No. _____

Date:.....

To,

Embassy of India,
Kathmandu

FINANCIAL BID

Proforma to be filled up and submitted by the bidder (in English)

1.	Name of the Bidding Agency/ Company	
2.	Address of the Bidding Agency/ Company	
3.	Contact details of the Bidding Agency/ Company	

Break-up of the total cost:

Category	Total no. of gardeners	Total monthly wages per worker quoted by the bidder in Nrs.	Total monthly wages of total no. of workers in Nrs.
(1)	(2)	(3)	(4)
Skilled supervisor	01		
Semi-skilled gardener	34		
Total (A)	35	N.A.	
Agency and other charges (B)			Cost per month in Nrs.
Agency's service charges			
Other charges, if any (plz specify)			
Total of (B)			
Total monthly charges (A+B) = C			
Taxes (VAT etc. @ 13%)=D			
Grand total per month (C+D)=E			
Total cost per annum = E x 12			

{Any further break-up of monthly charges, if available}	
Total Amount (monthly) (inclusive of taxes)	

Total monthly charges for garden maintenance services: _____
(incl. taxes)

Total annual charges for garden maintenance services: _____
(incl. taxes)

Yours faithfully,

(Signature of Authorized Signatory)

Name:

Designation:

Company seal:

Annexure-2

Letter of Award

No.

Date:

To:

[Name of Contractor]

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

You are requested to proceed with the execution of the Works on the basis that this Letter of Award shall constitute the formation of a Contract, which shall become binding upon you signing the Contract Agreement within seven (7) days and furnishing a Performance Security within fifteen (15) days.

We attach the Contract Agreement for your perusal and signature.

Signed

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

Date:

Annexure-3
Contract Agreement

CONTRACT/AGREEMENT NO DATED.....

THIS AGREEMENT is made onbetween Embassy of India, Kathmandu (hereinafter referred to as "Client" which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose principal place of office is at Embassy of India, Kathmandu, Kapurdhara Marg, Lainchour, Kathmandu,

AND

M/s having its registered office at..... (Hereinafter referred to as "the Contractor") which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing manpower services to Client

NOW THIS AGREEMENT WITNESSTH as follows:

WHEREAS the Client invited bids through open tender, vide Notice Inviting Tender dated ___/___/_____ for "providing garden maintenance services at Embassy of India, Kathmandu under Tender No. _____ dated ___/___/_____.

AND WHEREAS the Contractor submitted his bid in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services to the Client

AND WHEREAS the Client has selected M/s.....as the successful bidder ("the Contractor") pursuant to the bidding process and negotiation of contract prices, awarded the Letter of Award (LoA) No, to the Contractor on.....for a total sum of.....[.....Only] for providing garden maintenance services required at Embassy of India, Kathmandu, Kapurdhara Marg, Lainchour, Kathmandu.

AND WHEREAS the Client desires that the garden maintenance services (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for carrying out such services at the monthly charges of _____ for an initial period of one year from_____to_____, extendable for further two years on yearly basis at the same rates and terms & conditions, subject to satisfactory performance by the Contractor

AND WHEREAS the Contractor acknowledges that the Client shall enter into contracts with other contractors / parties for the garden maintenance services of its premises in case the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard,

AND WHEREAS the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing.

AND WHEREAS the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing garden maintenance services in the Client's premises, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.

AND WHEREAS the Contractor shall be responsible for payment of Service Tax with Central Excise and Taxation Department. The documentary proof of the same must be submitted within one month of payment of particular bill for the amount of Service Tax Charged in the said bill

AND WHEREAS the Client and the Contractor agree as follows:

In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement. (This Agreement shall prevail over all other Contract documents) :-

The Letter of Award (LoA) issued by the Client;
Letter of Acceptance by the Contractor;
The complete Bid, as submitted by the Contractor;
The Tender Document No. _____ dated _____;
The Addenda, if any, issued by the Client;
Any other documents forming part of this Contract Agreement till date;
(Performance Bank Guarantee, Bank Guarantee);
Charges - Schedule annexed to this Article of Agreement;
Supplementary Agreements executed from time to time;
Scope of work.

There will be no mid-term escalation in the contract rate during the entire contract period. Claim for any escalation on account of minimum wages and any other statutory obligations, or otherwise also, during the entire period of the contract, shall not be entertained by the Embassy of India, Kathmandu. The payment to the workers in accordance to minimum wages prescribed by the Government of Nepal, along with other statutory payments, is the sole responsibility of the Contractor.

Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.

This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor

Signed on Behalf of Client

(Authorized Signatory)

(Authorized Signatory)

Annexure-4

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

To,
Embassy of India, Kathmandu

BANK GUARANTEES NO:

DATE:

Dear Sir(S)

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

The conditions of this order provide that the Contractor shall,

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

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

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

This undertaking guarantee shall be a continuing undertaking guarantee and shall remain valid and irrevocable for all claims of the Embassy and liabilities of the Contractor arising upto and until date.....

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

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

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

Notwithstanding anything contained herein:

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

Granted by the Bank

Yours faithfully,

For (Name of Bank)

SEAL OF THE BANK
Authorized Signatory

Annexure-5

CONTACT DETAILS FORM

Bidder's description format summary

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

DETAILS ABOUT KEY PERSONNEL OF THE BIDDING COMPANY

(With ID proof/supporting documents)

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