



TENDER FOR

INVITING SEALED QUOTATION

FOR

SOLID WASTE MANAGEMENT SERVICES AT EMBASSY OF INDIA, KATHMANDU

No: Kat/Estt/872/03/2022

Establishment Section
Embassy of India, Kathmandu
Tel – 01-4411851
email – estt.kathmandu@mea.gov.in

Tender for Solid Waste Management Services at Embassy of India, Kathmandu

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Important dates relating to the tender are as follows:

S. No.	Particulars	Date
i.	Bid Document Download start date	28.09.2022 1700 Hrs
ii.	Clarification Start Date	29.09.2022 1000 Hrs
iii.	Clarification End Date	13.10.2022 1500 Hrs
iv.	Bid Submission Start Date	29.09.2022 1200 Hrs
v.	Bid Submission End Date	13.10.2022 1700 Hrs
vi.	Technical Bids Opening Date	14.10.2022 1000 Hrs
vii.	Financial Bid Opening Date	To be intimated later

**APPLICATION LETTER
(Specimen)**

To

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

Subject: Solid Waste Mamangement Services at Embassy of India, Kathmandu

Dear Sir,

In response to your Tender Notice No. Kat/Estt/872/03/2022 dated September 28, 2022 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 waste management services at 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 quotations from reputed, experienced and registered suppliers/agencies for **Solid waste mamangement services at Embassy of India, Kathmandu.**

2. Sealed quotations addressed to "Head of Chancery" may be sent by post or delivered by hand on or before **October 13, 2022 up to 1500 hrs.** Related documents are available on our website www.indembkathmandu.gov.in and www.eprocure.gov.in. Details can also be collected from Second Secretary (Estt), Tel 01-4411851.

3. The quotation shall remain valid for 120 days from the date of opening of Technical Bid. 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 thereto.

Kat/Estt/872/03/2022 dated September 28, 2022

Sd/-
Head of Chancery

Scope of work:

The tender document is floated for Solid Waste Management Services at Embassy of India, Kathmandu. The General scope of work is as follows:

-The agency 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 as good professional practice and to the satisfaction of the EMBASSY.

-The agency shall train the concerned EMBASSY staff to practice the source segregation at the place.

-The agency 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 odour is generated and other pollutants are minimized causing minimal impact in the surrounding environment and around the premises.

-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.

-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 the agency must have background check of employees.

-The agency 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.

- The workers engaged by the agency will be their employees and the Embassy 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 campus.

-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.

INSTRUCTIONS TO TENDERER

Tender should be submitted in two parts, Part-I (Technical Bid) & Part-II (Financial Bid). Envelope of Part-I should be superscribed as "Technical Bid for waste management services at Embassy of India, Kathmandu" and Envelope of Part- II should be superscribed as "Financial Bid for waste management services at Embassy of India, Kathmandu"

1. Eligibility Criteria:

Sl	Particulars	Details
1	Experience	(a) The company/contractor should have minimum three years' experience in the field. (b) Preference will be given to those company/contractor which has experience in working with Diplomatic Missions/Govt. Departments/ reputed Hotels/private organization etc.
2	Registration No.	The company/contractor should have a valid Registration Number either in India and/or Nepal. Copy of the same must be attached with the Technical Bid.
3	Turnover	The contractor should have a minimum turnover of NRs. 5 lakh per year or equivalent in Indian Rupees during the last three financial year.
4	VAT	Certificate that company/contractor pays VAT regularly and their VAT dues are cleared either in India and/or Nepal for the last financial year.
5	Declaration for 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.

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 contractor which scores more evaluation marks in the technical bids.

2. 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.

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 document will be entertained by the Embassy.

3. Earnest Money Deposit

3.1 (i) Each Technical Bid must be accompanied with an Earnest Money Deposit (EMD) of Nrs. 38,000/- (Nepali Rupees thirty thousand only) or in equivalent Indian Rupees in the form of a Bank Guarantee/Demand Draft only, drawn on any Nationalized/Scheduled Bank in favour of Embassy of India, Kathmandu.

(ii) The Bank Guarantee/DD should be valid for a period of 120 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.

3.2 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.

3.3 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.

4. Validity of bids:

4.1 Quoted rates must be valid for a period of 120 days from the date of opening of Technical Bids. However, the tenderer should have no objection to extend it, if required by the Embassy.

4.2 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.

5. Payment Terms & Conditions:

Monthly payments will be made by the EMBASSY after satisfactory services and submission of tax invoice by the agency at the end of each month.

6. Tender Preparation Expenses:

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

7. Financial Bid:

The rates should be quoted in Nepalese Rupees (NPR) inclusive of all taxes/duties, transportation, installation and other charges, if any as per the **Annexure - I** with complete description failing which the same shall be liable for rejection.

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, it may be treated as unresponsive and it may be rejected.

8. Tender Evaluation:

8.1 The Embassy will evaluate the entire tenders, strictly on the basis of the predetermined inclusion/exclusion criteria, terms & conditions of the tender and terms & conditions as stipulated by the tenderer(s) in their tenders. During evaluation / scrutiny of the tenders, at any stage, if it is found that any of the tenderer(s)' terms and conditions are not in 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.

8.2 Financial Bid of only those bidders' shall be opened who qualify in technical bid evaluation stage.

8.3 The Embassy reserves the right to reject any or all bids without assigning any reason thereof.

9. Award of Contract:

After due evaluation of the financial bid(s), the Embassy will award the contract to the lowest evaluated responsive tenderer.

10. Contract period:

The contract period would initially be for one year, extendable on year to year basis for another two years at the same terms, conditions and charges and subject to satisfactory services and mutual consent.

The Embassy reserves the right to cancel the agreement with prior notice of one month with or without specifying any reason thereof.

The agreed price would be applicable throughout the contract period. No hike in price would be admissible during the period of contract.

11. 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.

12. Force Majeure:

Any delay due to Force Majeure will not be attributable to the bidder. Force Majeure events shall mean one or more of the following acts or events: Acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire or landslide; Radioactive contamination or ionizing radiation; Strikes or boycotts (other than those involving the Supplier or its employees / representatives or attributable to any act or omission of any of them) interrupting supplies and services of the Project for a period exceeding a continuous period of 7 (seven) days; An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents rendering of supplies or specified services by the Supplier for a period exceeding a continuous period of 7 (seven) days.

13. Arbitration:

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 on 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.

14. Jurisdiction:

The courts at New Delhi alone will have the jurisdiction to try any matter, dispute or reference between parties arising out of this tender / contract.

15. 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 to take the amendment into account and preparing their bid, the Embassy may, at its discretion extend the deadline for the submission of Tender.

General Terms & Conditions

1. The tenderer/bidder is bound by all terms and conditions of this Tender and any violation may invite forfeiture of his contract.
2. No conditional tenders shall be accepted.
3. Embassy of India, Kathmandu reserves the right to relax, modify any or all tender conditions.
4. There is no fee to apply for the tender. However, only serious and eligible agencies are welcome.
5. Each bidder shall submit only one bid.
6. Telex or Facsimile bids are not acceptable. Bids received late including postal delay in open condition not meeting the tender conditions/incomplete in any respect are liable to be rejected.
7. The bidder shall furnish a list of companies, organization including foreign companies in Nepal, Diplomatic Missions and reputed hotels with whom they have a professional relationship such as for waste management services.
8. The contractor shall not further sub-contract, the whole or any part of the contract, under any circumstances to a third party.
9. The contractor shall be solely responsible for any damage/loss of equipment, caused by the contractor or any of its representatives during execution of contract. The Embassy shall not be liable to compensate on this account.
10. It is the responsibility of the contractor to ensure that all local laws and regulations are followed.
11. It is expected that the bidders who wish to bid for this tender have highest standards of ethics.
12. Bidders are advised to visit the site and ascertain the requirement before submitting their bids. No variation in amount or any other conditions would be entertained post submission of the bids.
13. All bidders shall submit all tender documents with their signature and company's stamp along with the technical bid. In financial bid, there should be only rates of the items as per Annexure-I.
14. The rates should be inclusive of all taxes/duties and transportation charges.
15. The Embassy reserves the right to extend the date of receiving/opening of bids. All such details would be communicated on our website www.indembkathmandu.gov.in under the 'Tender Notice' Section.

Declaration by the Firm/Agency

This is to certify that 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:

Phone No (O):

email:

Date:

Financial Bid format

S. No.	Description	Price (in NPRs.)
(a)	Monthly charges for waste management service including workers, transport etc. excluding taxes	
(b)	Taxes (VAT etc.)	
(c)	Other charges, if any	
(d)	Total monthly charges including all taxes and other charges (a+b+c)	
(e)	Total annual charges (d X 12)	