

**NOTICE INVITING TENDER FOR SELECTING CONTRACTOR  
FOR SUPPLY AND INSTALLATION OF 03 OUTDOOR AIR CONDITIONING UNITS OF  
DAIKIN BRAND VRV X AT EMBASSY OF INDIA, KATHMANDU**

The President of India acting through the Embassy of India in Kathmandu, Nepal requests proposals in single stage two bid system in sealed envelopes from appropriately qualified and adequately experienced Contractors for "Supply and installation of 03 outdoor Air conditioning units Daikin VRV X (02 of 18 HP and 01 of 08 HP) at Embassy of India, Kathmandu, Nepal". The proposal duly completed in prescribed format as per Notice Inviting Tender (NIT) must reach office of Head of Chancery, Embassy of India, Kathmandu, Nepal, **on or before 1500 hrs on 17.06.2022**. The detailed tender document along with its annexure may be downloaded from Central Procurement Portal [www.eprocure.gov.in](http://www.eprocure.gov.in) and also the official website of the Embassy of India, Kathmandu at [www.indembkathmandu.gov.in](http://www.indembkathmandu.gov.in) and may be collected from SS (Estt), Tel. No.-+977-1-4411851, email: [estt.kathmandu@mea.gov.in](mailto:estt.kathmandu@mea.gov.in). Bidders are advised to keep visiting the above mentioned website from time to time (till the deadline for bid submission) for any updates in respect of the bid document, if any. Failure to do so shall not absolve the applicant of his liabilities to submit the applications complete in all respect including updates thereof, if any. Incomplete applications may be liable for rejection.

**2.** The objective of this Notice Inviting Tender is to select an appropriately qualified and adequately experienced Contractor by the Embassy of India, Kathmandu, Nepal for supply and installation of 03 outdoor AC units Daikin VRV X (02 of 18 HP and 01 of 08 HP) at Embassy of India, Kathmandu, Nepal.

**3. Location and description of Property:**

Embassy of India,  
P.O. Box NO.292,  
336, Kapurdhara Marg,  
Kathmandu, Nepal-44600

**4. Scope of Work:**  
Attached at Section IV

**5. Period of Completion:** 90 days

**Site visit:** Physical visit to the site is advisable to have a general idea about the extent of works required and the amount of involvement by the Contractor. Interested firms can visit the site from 1000 hrs to 1500 hrs after prior appointment with Head of Chancery, Embassy of India, P.O. Box NO.292, 336, Kapurdhara Marg, Kathmandu, Nepal-44600; email- [hoc.kathmandu@mea.gov.in](mailto:hoc.kathmandu@mea.gov.in) with a copy to SS (Estt) at email: [estt.kathmandu@mea.gov.in](mailto:estt.kathmandu@mea.gov.in)

**6. Submission:** The proposals (bids) should be submitted in single stage two-bid system comprising of :

**6.1. Earnest Money Deposit**

6.1.1 Each Technical Bid must be accompanied with an Earnest Money Deposit (EMD) of Nrs. 100000/- (Nepali Rupees One lakh 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.

6.1.2 The Bank Guarantee/DD should be valid for a period of 180 days from the date of opening of Technical Bids.

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

(iv) EMD must be contained in separate Envelope, without which the tender shall not be considered for opening of financial bid.

6.1.2 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.

6.1.3 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 30<sup>th</sup> day after awarding of the contract.

(ii) EMD of successful bidder shall be refunded after award of the contract and deposit of Performance Security @ 3% of the total contract value in the form of Bank Guarantee/DD (in the name of Embassy of India, Kathmandu).

6.2 Technical Bid, containing the documents establishing the technical eligibility of the applicant and other documents required for establishing sound financial condition, as per terms & conditions of this tender, Technical bids of only those bidders will be opened who have submitted the EMD, and

6.3 Financial Bid, which should be as per the format given in this tender.

The last date of submission of sealed bids is 1500 hrs on 17.06.2022 in the office of Head of Chancery, Embassy of India, P.O. Box NO.292, 336, Kapurdhara Marg, Kathmandu, Nepal-44600, email- [hoc.kathmandu@mea.gov.in](mailto:hoc.kathmandu@mea.gov.in). Technical bids will be opened on 1600 hrs on 17.06.2022 in the Embassy of India, Kathmandu, Nepal. All pages of the submission document must be signed by authorised signatory.

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INSTALLATION OF 03 OUTDOOR AC UNITS OF DAIKIN BRAND VRV X AT  
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**Tender Documents**

Tender Contents

**A. Technical Bid Documents:**

- Document I : Invitation to Tender
- Document I – S-I : Instruction to Bidders (Section-I)
- Document I – S-II : Introduction and Credentials of Bidder (Section-II)\*
- Document I – S-III : Terms and Conditions of contract (Section-III)
- Document I – S-IV : Scope of Work (Section-IV)
- Document I – S- V : Undertaking for adherence to Code of Integrity (Section- VII)

*\* Section-II - Documents about the credential of the bidder, resources, company brochures, construction methodology, experience, management techniques, and any other information about bidder – These documents are to be supplied and attached by the bidder.*

**B. Financial Bid Documents:**

- Document II : Schedule of Quantity/Items/Bill of Quantities (BOQ) for quoting rates – Bidder is to provide rate for supplying/ commissioning of outdoor AC units
- Document III : Form of Tender, Financial bid letter (Section-VI)

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**Invitation to Tender**

**1.** The President of India acting through the Embassy of India in Kathmandu invites Fixed Price Tender for Supply and installation of 03 outdoor AC units Daikin VRV X brand at Embassy of India, Kathmandu, Nepal. The Fixed Price / Amount tender shall be on the basis of following tender documents:

<b>Technical Bid Document:</b>	
Document – I	Press Notice, Invitation to Tender, Instructions to Bidders, Scope of Work , Eligibility Criteria, Conditions of contract including EMD.
<b>Financial Bid Document:</b>	
Document- II	Form of Tender.
Document- III	Schedule of Items (Rate and total fixed price to be quoted on this by bidder).

**2.** The last date of submission of sealed bids is 1500 hrs on 17.06.2022 in the office of Head of Chancery, Embassy of India, P.O. Box NO.292, 336, Kapurdhara Marg, Kathmandu, Nepal-44600, email- [hoc.kathmandu@mea.gov.in](mailto:hoc.kathmandu@mea.gov.in). Technical bids will be opened on 1600 hrs on 17.06.2022 in the Embassy of India, Kathmandu. Any Tender received after this date and time will not be considered.

**3.** Technical bids will be opened on 1600 hrs on 17.06.2022 in the Embassy of India, Kathmandu. Applicants may send their representative to be present during opening of bids after obtaining prior permission from the Embassy of India, Kathmandu.

**4.** Only those bidders who qualify in technical evaluation criteria will be eligible for opening of financial bids. Date of opening of the financial bids will be intimated to the technically qualified bidders separately.

**5.** The Tender shall remain valid for a period of One Hundred Eighty (180) days from the date of opening of technical bid or till any extended period.

**6.** Eligibility Criteria:

**6.1 Similar work:** The Tenderer must have satisfactorily completed in the last seven years calculated from the date of completion of work to the previous day of last date of submission of bid (i) one similar work of value of NRs. 20,00,000/- or (ii) two similar works of value of NRs. 12,50,000/- each or (iii) three similar works of value of Nrs. 10,00,000/- each.

“Similar works shall mean successfully carrying out supply, installation, testing and commissioning of VRV type AC System. “

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple interest rate of 7% per annum, calculated from the date of completion of work to the previous day of last date of submission of bid

**6.2 Bank Solvency:** Certificate of Solvency for NRs 10,00,000/- certified by bank. The certificate should not be older than six months.

**6.3 Annual Turnover:** The annual turnover of the tenderer should be equal to NRs 10,00,000/- during the immediate last three consecutive financial years.

**6.4 Profit-Loss:** The tenderer should not have suffered loss in more than two financial years in the previous five financial years and must not have suffered loss in the immediate previous financial year.

**7. Defects Liability Period:** Defects Liability period will be twelve months from date of actual completion of the project.

**8. Performance Security:** 3% of the contract value shall be submitted in the form of a Bank Guarantee as performance security which should be remained in force till the defect liability period is over. Bank Guarantee shall be deposited within 15 days of issue of Letter of Intent. Letter of award of work shall be issued on receipt of performance guarantee. (Format of Performance Security is attached).

**9. Financial quote & variations:** Contractor shall quote his Fixed Price based on the enclosed Scope of Work. The Contractor shall note that the price quoted by him in the Schedule of Quantities (SOQ) shall be considered as the final quote for completing the scope of work defined in this document. Before submission of bid the contractor is advised to visit the site and ensure that his bid encompasses the items required for entire scope of the work. No variation shall be paid to the contractor for the defined scope of work.

**10. Commencement:** Commencement of the works shall be effected within Fifteen (15) days from the date of issue of Acceptance letter or Letter of Intent or handing over the site, whichever is later. Such 15 days period being defined as the mobilization period.

**11. Completion:** The Period of Completion for the whole of the works 90 days shall be calculated from the date of commencement of works.

**12. Termination of Contract:**

Without prejudice to any other remedy under this contract, the Mission may after giving notice of 10 days, terminate the contract in whole or in part, if:

- i) the contractor has seriously or repeatedly breached the contract, including but not limited to:
  - a) failure to complete the work within the time period(s) specified in the contract, or any extension thereof granted;
  - b) failure to obey instructions in relation to his progress or defective work, material or plant;
  - c) failure to supply sufficient and suitable constructional plant, temporary works, labour and material as proposed in the scope of work;
  - d) substantial suspension of work for more than the 10 days without authority from the engineer and failure to proceed with the work within 3 days of receipt of notice from the engineer;
- ii) the contractor has committed fraud;
- iii) the contractor fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted;
- iv) If the contract is terminated in whole or in part, the Mission may take following actions against the contractor:
  - a) Forfeiture of the performance security;
  - b) Forfeiture of the Security Deposit recovered from the payments already made to the contractor.

c) Any other action mentioned elsewhere in this document.

d) However, in case of partial termination, the contractor shall continue to fulfill the contract to the extent not terminated.

**13. Retention Money:** 5% of contract amount of each bill for payment shall be deducted. 50% of this retention money shall be released on record of practical completion and remaining 50% released at the end of Defect Liability period.

**14. Arbitration:**

**14.1** 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.

**14.2** 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.

**14.3** Seat of arbitration shall be New Delhi.

**15. Rejection:** Embassy of India, Kathmandu reserves the right to accept or reject proof of credentials at its sole discretion without having to furnish reasons thereof, to the applicants. Submission of false information/document shall render the bidder ineligible.

**16. Sub-contractors:** The Tenderer must submit with his offer a list of Sub-Contractors and Specialists names he proposes to use on the Works. Embassy of India, Kathmandu reserves the right to accept or reject any pre-approved sub-Contractor even after formal award of Contract and/or commencement of work with or without reason. The tenderer shall ensure that all such sub- contractors, if any, adhere to the terms and conditions of this tender and the contract.

**17.** The successful Tenderer shall be responsible for coordinating his work with various Sub-Contractors and other bid-pack Contractors employed on the Works coordinating his work between various trades, obtaining all the necessary information from sub-Contractors for the purpose of the overall programming of his works; supplying all the normal attendance to all sub-Contractors and assuming the overall responsibility for the aforesaid.

Address: Head of Chancery  
P.O. Box NO.292,  
336, Kapurdhara Marg,  
Kathmandu, Nepal-44600  
Email : hoc.kathmandu@mea.gov.in

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INSTALLATION OF 03 OUTDOOR AC UNITS OF DAIKIN BRAND VRV X AT  
EMBASSY OF INDIA, KATHMANDU.**

**Section-I**

**1. INSTRUCTION TO BIDDERS**

**1.1** The Bidding Documents comprise of:

Section-I	:	Instruction to bidders
Section-II	:	Introduction and Credentials of Bidder
Section -III	:	Terms and conditions of Contract
Section- IV	:	Scope of work
Section- V	:	Schedule of Quantity
Section - VI	:	Form of Bid
Section- VII	:	Format of Undertaking for adherence to Code of Integrity.

**1.2 Site visit:** Physical visit to the site is advisable to acquaint himself with the Site and to understand the scope of Work. The tenderer shall take entire responsibility in the interpretation of the report and of the site conditions. No consideration or compensation will be given for any alleged misunderstanding of the nature of the work to be executed.

**1.3 Cost of Tendering** – The Embassy of India, Kathmandu will not be responsible to compensate for any expense or losses which might have been incurred by the Tenderer in the preparation and submittal of his Tender/bid.

**1.4 Earnest Money Deposit–**

**1.4.1** The bidder shall submit an EMD .

**1.4.2** Failure to submit the EMD shall render the bidder ineligible to participate in tender and bids will be rejected.

**1.5 Fixed Price Tender** - This is a FIXED PRICE TENDER with extent of Work as indicated in scope of works.

**1.5.1** The bidder shall examine the scope of work and other Documents and all Addenda (if any) before submitting his Tender/Bid and shall become fully informed as to the extent, quality, type and character of operations involved in the Works.

**1.5.2** Bidders are required to quote fixed prices in the financial bid.

**1.5.3** The Fixed Price/amount must be quoted both in figures and in words in the financial bid and the currency must be Nepali Rupees only.

**1.5.4** In case of any discrepancy between figures or words, the amount quoted in words shall be taken to be correct for this tender.

**1.6 Validity of Bid** - The Bid shall remain valid for a period of 180 (One Hundred Eighty) days from the date of the opening of the bid or up to any mutually extended period.

**1.7 Tender and Schedule of Quantities**

**1.7.1** Schedule of Quantities is enclosed in the document. Bidders are requested to identify and quote the rates of individual items.

**1.7.2** Bidders shall satisfy themselves of the quantities mentioned in the Schedule of Quantities. These quantities shall be taken as guidance to assess the approximate quantum of work involved in the project.

**1.7.3** The bidder, prior to the submission of the tender, shall evaluate and ascertain quantities of the items in Schedule of Quantities as per the scope of the work, and site visit.

**1.7.4** It shall be the responsibility of the bidder to satisfy himself of the completeness of the documents for the scope of work and his own assessment of the work after site visit and as per the tentative scope of work mentioned in tender document.

**1.7.5** No extra cost shall be entertained and payable if any additional information or detail is provided later for carrying out the works as specified in the tender documents.

**1.8 Final Tender Price** - Decision on bid will be taken based on the final price quoted in the financial bid. Fixed Price/Total amount as quoted in the financial bid shall be the basis for deciding the tender quote and the L1 bidder.

**1.9 Errors and Rectification:**

**1.9.1** In case of any discrepancy between figures or words, the amount quoted in words shall be taken to be correct for this tender.

**1.9.2** Any error in the bid document shall be brought to the notice of the Embassy of India, Kathmandu. The interpretation of the Embassy in case of any error in the bid document will be communicated to the bidders/contractor, which shall be final and binding on them.

**1.9.3** During the evaluation of Price Bids, the tender evaluation committee shall correct arithmetical errors on the following basis:

**1.9.3.1** only for unit price Contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

**1.9.3.2** if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected;

**1.9.3.3** if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to 1.9.3.1 and 1.9.3.2 above.

**1.9.4** If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its EMD shall be forfeited.

**1.10 Submission of bids:** Bidders shall submit their bid in a large sealed envelope super-scribed with 'Supply and installation of 03 outdoor AC units of Daikin X brand' for Embassy of India, Kathmandu which shall have following three sealed envelopes inside:

**Envelope A:** Should contain the EMD. This envelope is to be super-scribed as "**EMD**".

**Envelope B:** Should contain the documents mentioned in Section-I to Section-IV. This envelope should be super-scribed as "**Technical Bid**".

**Envelope C:** Should contain the documents mentioned in Section-V and Section-VI. This envelope should be super-scribed as "**Financial Bid**".

**1.10.1** The last date of submission of sealed bids is 1500 hrs on 17.06.2022 in the office of Head of Chancery, Embassy of India, 101, P.O. Box NO.292, 336, Kapurdhara Marg, Kathmandu, Nepal-44600; email- [hoc.kathmandu@mea.gov.in](mailto:hoc.kathmandu@mea.gov.in)

**1.10.2** The date and time for submission may be deferred by an official notification issued by the Embassy of India, Kathmandu to all Bidders. Tenders received after this date will not be considered.



**1.10.3** Any Bid received after date and time of submission will not be considered and will not be opened. Any such unopened Bid will be returned to respective bidder.

**1.11 Conditional Acceptance of the Tender** - The acceptance of the Tender shall be conditional and not finally binding upon the Embassy of India, Kathmandu. The Embassy of India, Kathmandu may withdraw the acceptance of the Tender without any notice or other formality and may enter into a new Agreement for the execution of the Works or any part of it.

**1.12—Amendments to Tender Document** - At any time prior to the date of opening of the tender, the Embassy of India, Kathmandu may issue an addendum in the Tender Document, deleting, varying or extending any item of this Tender Document. Any corrigendum/amendments shall be uploaded on the websites mentioned on the pg.1 of the document.—

**1.13 Clarification:** Any further information or clarification which the Tenderer may require in order to complete his bid, may contact Sh. Devendra Kumar, SS (Estt), Embassy of India, P.O. Box NO.292, 336, Kapurdhara Marg, Kathmandu, Nepal-44600, Telephone No.: +977-1-4411851; email- estt.kathmandu@mea.gov.in

**1.14** All information requested by and supplied to one bidder will be supplied to all bidders.

**1.15** Unless it is in formal manner described above, any representation or explanation to the Bidder shall not be considered valid or binding on the Embassy of India, Kathmandu as to the meaning of anything connected with the Tender Document.

**1.16 Disqualification of Tender** - Tenderer may be disqualified for any reason including but not limited to the following:

**1.16.1** If tenderer sets forth any conditions which are unacceptable to the Embassy of India, Kathmandu.

**1.16.2** If any tender is submitted under a name other than the name of the individual firm, partnership or corporation that was issued the Tender Document.

**1.16.3** If there is evidence of collusion between Bidders.

**1.16.4** If Tenderer sets forth any offer to conditionally discount, reduce or modify its tender.

**1.16.5** If Bid price is disclosed or become known before opening of Financial Bid.

**1.17 Compliance with Laws and Regulations and Pricing of Schedule of Quantities** -The attention of Bidders is drawn as to compliance with laws and regulations concerning safety and health, labour regulations, social insurance, labour taxes, tax deduction, import restrictions duties and levies, company's tax, input tax and output tax (VAT), etc.. All rates and sum inserted against items of works and in Form of Tender shall be exclusive of Value Added Tax.

**1.18 Compliance with Tender Document** - Bidder shall be deemed to have read carefully all the Tender Documents, Specifications and drawings, etc. and visited site. The quoted Fixed price are inclusive of all cost and charges and complete in all respect to make the project functional as per the standard and to the entire satisfaction of the Embassy of India, Kathmandu.

**1.19 No escalation of price** - Price escalation, in rates due to any reason such as change in foreign currency exchange rate, increase in prices of material, equipment & labour, fuel (petrol, diesel, gas, etc.), transport, electricity & water, levy of new taxes, hike in any tax rate, Cess or due to delay in completion, etc. shall not be applicable.

**1.20 Payments:** - The payment shall be released to the contractor after successful supply and installation of the product at the site and submission of tax invoice, after

ensuring desired quality and specifications of the articles. Payments to the supplier will be made within a reasonable period through cross cheque.

**1.20.1** All permissible deductions shall be effected during the settlement of Bills.

**1.21 Adherence to Code of Integrity:** - The prospective bidders/contractor shall submit an undertaking (mentioned in Section-VII) stating that during the process of bidding and during the execution of the resultant contract they shall abide by the code of integrity detailed below and that they understand that not following the above code will render them liable for actions against them as detailed in the code of integrity.

### **1.21.1 Code of Integrity**

The bidders/ contractors (including sub-contractors engaged by them) shall sign a declaration about abiding by the Code of Integrity detailed as under:

1. The bidders, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:
  - i) **“Corrupt practice”**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
  - ii) **“Fraudulent practice”**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
  - iii) **“Anti-competitive practice”**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the Embassy of India, Kathmandu, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
  - iv) **“Coercive practice”**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
  - v) **“Conflict of interest”**: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain; and
  - vi) **“Obstructive practice”**: materially impede the procuring entity’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the

investigation; or by impeding the procuring entity's rights of audit or access to information;

## 2. Obligations for Proactive Disclosures

- i) The bidders, contractors and consultants, are obliged to suo-moto proactively declares any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and
- ii) Any bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity;
- iii) Such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest will be evaluated and mitigation steps, if possible, shall be taken by the Embassy of India, Kathmandu.

## 3. Punitive Provisions

Without prejudice to and in addition to the rights of the Embassy of India, Kathmandu to other penal provisions as per the bid documents or contract, if the Embassy of India, Kathmandu comes to a conclusion that a (prospective) bidder/ contractor directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the Embassy of India, Kathmandu may take appropriate measures including one or more of the following:

### i) If the bids are under consideration in any procurement:

- a) Forfeiture or encashment of bid security;
- b) calling off of any pre-contract negotiations; and
- c) rejection and exclusion of the bidder from the procurement process.

### ii) If a contract has already been awarded:

- a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
- b) Forfeiture or encashment of any other security or bond relating to the procurement;
- c) Recovery of payments including advance payments, if any, made by the procuring entity along with interest thereon at the prevailing rate.

### iii) Provisions in addition to above:

- a) Removal from the list of enlisted contractors and banning/ debarment of the bidder from participation in future procurements of the procuring entity for a period not less than one year;
- b) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

## 1.22 Embassy of India, Kathmandu's right to waive

The Embassy of India, Kathmandu reserves the right to waive any deficiency in any tender where such waiver is in the interest of the Embassy of India, Kathmandu except that no proposal will be accepted if the Bid Securing Declaration or/any of the preceding statutory documents was not submitted with the tender.

## **Section-II**

### **2 Introduction and Credentials of Bidder**

**(To be submitted by the bidder)**

**Note:** This shall be submitted by the bidder. This should be a brief introduction, background, company details, credentials, VAT & other registration and past performance of the bidder. They may attach any other documents such as company profile, company brochures, achievement of the company etc.

## Section-III

### 3 Terms and Conditions of Contract

3.1 Quoted price is final fixed price inclusive of all taxes/duties except VAT. Item/quantity indicated in the scope of work/schedule of quantity is tentative and some variation during execution may take place. Nothing extra is payable for such variation.

**3.2 Quoted price shall be exclusive of VAT.** The quoted price should include lump sum charges for Labour/transportation and civil/electric works required/ necessary, if any, for complete installation.

3.2.1 Period of completion for the work is 90 Days.

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

**3.3 Liquidated damages** shall be levied on Contractor for delay in completion if it is ascertained that contractor is responsible for delay. The rate of liquidated damages shall be calculated @ 0.5% per week limited to maximum of 10% of the Tendered Cost or actual cost of the project. This shall be computed on per week basis.

**3.4 Defects liability period** shall be as per Warranty Period of the equipment and 365 days from the completion of the project. Contractor shall be bound to remove/ rectify / replace any defects / defective work which is noticed during defects liability period at his own risk and cost. Contractor is bound to rectify/replace the defective item of work or workmanship which may come to notice during defects liability period or within the Defects Liability Period. In case of non-compliance of removal/rectification/ replacement of defective item of work or workmanship, the Embassy of India, Kathmandu shall be at liberty to forfeit full or part of his retention money and/or performance guarantee and/or any other money or guarantee of the Contractor available with the Embassy of India, Kathmandu.

3.5 The tenderer shall guarantee among other things, the following:- a. Quality, strength and performance of the materials used; b. Follow up service, if required.; c. Good workmanship.

3.6 For the aforesaid work all the prospective bidders that the items of the schedule of quantity if required to be imported from India, its Custom duty free import shall be facilitated by the Embassy, on submission of requisite documents (Master list) by the Contractor.

**3.7 Commencement date of work** shall be counted from the 15 days of Issue of Letter of Acceptance of Letter of Award or from the date of handing over of site whichever is later.

**3.8 Payments:** - The payment shall be released to the contractor after successful supply and installation of the product at the site and submission of tax invoice, after ensuring desired quality and specifications of the articles. Payments to the supplier will be made within a reasonable period through cross cheque.

3.8.1 All permissible deductions shall be effected during the settlement of Bills.

3.9 No escalation on rates due to delay in works shall be admissible.

**3.10 Specification:** The item of work/material used in the work shall be complying with the specifications mentioned in Section IV "Scope of Work". The material used/or workmanship should be of equivalent or higher standard than the existing standard.

**3.11 Non-completion of work:** In case of non-completion of work within stipulated time or within approved extended time, the Embassy of India shall be at liberty to

confiscate the retention money, performance guarantee and any other dues of the Contractor.

**3.12 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.

3.13 On completion of work, Contractor shall submit all equipment manuals, guarantee cards, specifications etc. The Final Bill of work shall be paid only on completion of work and depositing all documents as above.

**3.14 Validity of the Contract:** This Contract shall become effective and valid from the execution date of signing of the Contract by both the parties. The contract shall remain valid till the successful completion of the work including the liabilities under DLP.

**3.15 Additional Work:** Embassy of India, Kathmandu shall not allow any claims for additional work performed by contractor unless the additional work is authorized by Embassy of India, Kathmandu in writing prior to the performance of the additional work or the incurrance of additional expenses. Any additional work authorized by Embassy of India, Kathmandu shall be compensated at a rate mutually agreed to by the parties. All types of work required to be carried out for fulfilling the obligation of the contract as per the scope of work shall not amount to any additional work.

## Section-IV

### 4 Scope of Work

Supply, Installation, testing and commissioning of 03 (three) outdoor AC units **DAIKIN VRV X** brand (02 units of 18 HP and one unit of 08 HP) as per technical specifications mentioned below:

<b>VRV X (Heat Pump) Outdoor units</b>				
<b>Quantity required</b>			<b>02 (two)</b>	<b>01 (one)</b>
Model			RXYQ18ARY6	RXYQ8ARY6
Power Supply			3-phase, 380-415 V, 50 Hz	3-phase, 380-415 V, 50 Hz
Cooling capacity	Btu/h		1,71,000	76,400
	kW		50.0	22.4
Heating Capacity	Btu/h		1,91,000	85,300
	kW		56.0	25.0
Capacity Control		%	10-100	20-100
Compressor	Type		Hermetically Sealed Scroll type	Hermetically Sealed Scroll typ
	No.of compressor		2	1
Airflow rate		Cubic meter/minute	257	178
Dimensions		mm	1657x 1240x 765	1657x 930x 765
Machine weight		Kg	285	180
Sound level		dB(A)	61	56
Operation range	Cooling	Degree CDB	-5 ~ 49	-5 ~ 49
	Heating	Degree CDB	-20~ 15.5	-20~ 15.5
Refrigerant	Type		R410A	R410A
	Charge	Kg	11.8	7.0
Piping connections	Liquid	mm	15.9 Dia	9.5 Dia
	Gas	mm	28.6 Dia	19.1 Dia

4.1. The successful tenderer should furnish well in advance three copies of detailed instructions and manuals of manufacturers for AC units regarding installation, adjustments operation and maintenance including preventive maintenance & trouble shooting together with all relevant data sheets, spare parts catalogue etc. all in triplicate for the approval of competent authority. The agency shall procure the equipment only on approval of the competent authority of Embassy of India

#### 4.2. Inspection and Testing

The AC units shall be offered for initial inspection at manufacturer's works. The contractor will intimate the date of testing of equipment at the manufacturer's works before dispatch. The Successful tenderer shall give advance notice of minimum two weeks regarding the dates proposed for such tests to the Mission's representative to facilitate his presence during testing. Equipment will be inspected at the manufacturer/Authorised dealer's premises, before dispatch to the site by the contractor if so desired by the Mission.

Copies of all documents of routine and type test certificates of the equipment, carried out at the manufacturers premises shall be furnished to the Mission.

After completion of the work in all respects the contractor shall offer the installation for testing and operation.

#### **4.3. COMPLIANCE WITH REGULATIONS AND APPLICABLE STANDARDS**

All works shall be carried out in accordance with the relevant regulation, both statutory and those specified by the Applicable Standards related to the works under this tender, for execution within the Mission premises.

#### **4.4. Indemnity:**

The Successful tenderer shall at all times indemnify the Mission consequent on this works contract. The successful tenderer shall be liable, in accordance with the Law and Regulations for any accident occurring due to any cause and the contractor shall be responsible for any accident or damage incurred or claims arising there from during the period of erection, construction and putting into operation the equipment and ancillary equipment under the supervision of the successful tenderer in so far as the latter is responsible. The Successful tenderer shall also provide all insurance including third party insurance as may be necessary to cover the risk. No extra payment would be made to the successful tenderer on account of the above.

#### **4.5. Erection Tools:**

No tools and tackles either for unloading or for shifting the equipment for erection purposes would be made available by the Mission. The successful tenderer shall make own arrangement for all these facilities.

#### **4.6. Mobilization Advance:**

Mobilization advance not exceeding 10% of the tendered value may be given, if requested by the contractor in writing within one month of the order to commence the work. Such advance shall be in two instalments of not more than 5% to be determined by the Mission at its sole discretion. The first instalment of such advance shall be released by the Mission to the contractor on a request made by the contractor to the Mission in this behalf. The second instalment shall be released by the Mission only after the contractor furnishes a proof of the satisfactory utilization of the earlier instalment to the entire satisfaction of the Mission. Mobilization expenditure mentioned herein shall not include the margin money and bank commission, and so on, paid by the contractor for procurement of BGs against performance security and mobilization advance.

Before any instalment of advance is released, the contractor shall submit an unconditional Bank Guarantee from the Bank for the amount equal to 110% of the amount of advance and valid for the period till recovery of advance.



This (Bank Guarantee from the Bank for the amount equal to 110% of the balance amount of advance) shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery.

This mobilization advance bear simple interest at the rate of 10% per annum and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by the deduction from the contractors bills commencing after first ten per-cent of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty per-cent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount up to the date of recovery of the instalment.

**4.7. Insurance and Storage:** All consignments are to be duly insured up to the destination from warehouse/manufacturing unit at the cost of the contractor. The insurance covers shall be valid till the equipment is handed over duly installed, tested and commissioned.

**4.8. Verification of Correctness of Equipment at destination:** The contractor shall have to produce all the relevant records to certify that the genuine equipment from the manufacturers has been supplied and erected.

**4.9. Interpreting Specifications:** In interpreting the specifications, the following order of decreasing importance shall be followed in case of contradictions :

- (a) Schedule of quantities
- (b) Technical specifications and additional conditions
- (c) Drawing (if any)
- (d) Relevant BIS or other international code in case BIS code is not available.

4.10 The successful bidder shall ensure that the working of offered VRV system outdoor units shall suit with the already installed cassette type indoor units and the whole system shall fulfil the intended purpose.

4.11 The VRV unit shall be capable of providing cooling in summer & monsoon and it shall also be capable of providing heating in winter. Each condensing unit shall incorporate only DC inverter driven variable speed hermetic scroll compressors.

4.12 All the compressors shall be inverter driven type and the controller shall vary the speed of the compressor or load/unload the compressor to meet the variations in the cooling / heating loads.

4.13 All the condensing units and indoor evaporating units shall be factory assembled and tested for pressure handling for the refrigerants as per specifications of the OEM. The entire refrigerant required to operate the system satisfactorily shall form part of the machines and nothing extra shall be payable on this account. Any additional refrigerant required to meet the requirements of piping lengths shall be added at site. Nothing extra shall be payable on this account. Additional refrigerant charge weight must be calculated based on the actual length of the refrigerant pipe work. The refrigerant charging process must be carried out with an appropriate charging station and under supervision. The

contractor shall submit the details as calculated by the OEM and also duly certified by them, for the approval and execution at site.

4.14 During brazing an inert gas such as nitrogen shall be continuously passed through the system to the extent possible at a rate sufficient to maintain an oxygen free environment to prevent the formation of copper oxide scale. The refrigerant piping shall be pressure tested at a pressure as recommended by OEM. The pressure shall be maintained on the system for a minimum of 12 hours. The system shall be evacuated when the surrounding ambient air is not less than 16 degrees centigrade. A minimum vacuum of 500 microns of HG shall be pulled on the system and maintained for 12 hours.

4.15 The capacity test of the unit shall be demonstrated after successful completion of the work. The units shall be put under trial run for 12 days and the performance shall be monitored. Any abnormalities shall be attended and again the trial run shall be carried out by the agency. The units shall be taken over and work is declared completed only after the successful completion of trial run and demonstration of capacity of the units.

**Section-V****5 Schedule of Quantity****(To be submitted by the bidder)**

S. No	Description of Item of the work	Qty.	Unit	Unit Rate (In Nrs.) excluding taxes	Total Amount(In Nrs)
1	Supply, Installation, Testing and Commissioning of Outdoor AC unit (Condensing unit) of Daikin make- VRV X (Heat Pump) - (model RXYQ18ARY6) on existing foundation including connecting the existing refrigerant pipe and electrical cases, new refrigerant charging, brazing, nitrogen filling, testing etc. complete as required. The scope of work also includes dismantling of existing unit & transferring the same to the desired location as per direction of the competent authority and making of new foundation as per OEM's recommendations if the existing foundation does not suit for new unit. The work shall be carried out as per terms and conditions.	2 No.	Each		model RXYQ8ARY6
2	Supply, Installation, Testing and Commissioning of Outdoor AC unit (Condensing unit) of Daikin make- VRV X (Heat Pump) - (model RXYQ8ARY6) on existing foundation including connecting the existing refrigerant pipe and electrical cases, new refrigerant charging, brazing, nitrogen filling, testing etc. complete as required. The scope of work also includes dismantling of existing unit & transferring the same to the desired location as per direction of the competent authority and making of new foundation as per OEM's recommendations if the existing foundation does not suit for new unit. The work shall be carried out as per terms and conditions.	1 No.	Each		
3.	<b>VAT, Taxes/ duties etc. (in Nrs.) @13%</b>				
4.	<b>Grant total</b>				

**Note:** Please refer to Section-I of the document

5.21 Schedule of Quantities should be enclosed by Bidders. Bidders are requested to identify and quote the rates of individual items. Irrespective of the details of item mentioned in the Schedule of Quantities, the bidder shall read the scope of work comprehensively and shall consider every component required for execution of the scope as inclusive in these items.

5.22 The bidder, prior to the submission of the tender, shall ascertain the items in Schedule of Quantities as per the scope of the work, and site visit.

5.23 It shall be the responsibility of the bidder to satisfy himself of the completeness of the documents for the scope of work and his own assessment of the work after site visit and as per the scope of work mentioned in tender document.

5.24 No extra cost shall be entertained and payable if any additional information or detail is provided later for carrying out the works as specified in the tender documents.

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

## Section-VI

### 6 Form of Tender

(To be submitted by the bidder)

TO: Head of Chancery,  
Embassy of India, Kathmandu

We have examined tender conditions for the above-named work and have inspected the site and general conditions under which the Works are to be carried out. We offer to execute and complete the Works and remedy any defects therein, in conformity with this Tender, for the fixed price quoted in the template for schedule of quantity, exclusive of VAT.

If this offer is accepted, we will commence the Works as soon as is practicable and complete the Works in accordance with the above-named documents within the time for Completion.

We understand that you are not bound to accept the lowest or any tender you may receive.

Signature:

Name:

In the capacity of -----

Duly authorized to sign tenders for and on behalf of

Address:

Date:

**Section-VII**

**Undertaking for code of Integrity**

I hereby declare that I have received the Code of Integrity as detailed in page no-9-11 of tender document. It is my sole duty and responsibility to read and understand the Code, which is an integral part of my Terms and Conditions of Agreement. I shall conduct myself with complete integrity in the execution of my work. I undertake that I will abide by the Code. If for any reason(s) I do not comply with any of the requirements of the Code, I shall not cite ignorance or lack of understanding as my self-defence. I further agree that the Embassy of India, Kathmandu has the absolute right to take action due to any violation of the Code. I fully understand that the Embassy of India, Kathmandu has the absolute right to add, amend, review or delete any of the contents of the Code as and when necessary and that I shall also be liable to such additions, amendments, revisions and/or deletions.

.....

Signature

.....

Name of Agency/Firm (please print in capital letters)

.....

Office Address

.....

Contact No.

.....

Email id

.....

Date

## Bank Guarantee Proforma for Performance Security

Bank Guarantee No.....

Brief description of contract: **Supply and installation of 03 outdoor AC units Daikin VRV X Brand at Embassy of India, Kathmandu.**

Name and Address of Beneficiary: Embassy of India, Kathmandu, P.O. Box NO.292, 336, Kapurdhara Marg, Kathmandu, Nepal-44600.

Date:

Whereas M/s (**Name of Contractor with address**) have submitted their tender for : **Supply and installation of 03 outdoor AC units Daikin VRV X Brand, Embassy of India, Kathmandu**, and one of the tender conditions is for the M/s (**Name of Contractor with address**) \_\_\_\_\_ to submit a Bank Guarantee for Performance Security (3% of contract value) amounting to (**To be indicated in NPR and calculated as 3% of the tendered cost**). In fulfilment of the tender conditions, we, (**Name of Bank with address**) \_\_\_\_\_ hereby irrevocably and unconditionally undertake to pay to you upon receipt of your first written demand, without any demur whatsoever and without seeking any reasons, whatsoever, the agreed amount of (**To be indicated in NPR and calculated as 3% of the tendered cost**)

2. This guarantee is valid for a period of **60 Days after the date of completion of work** and any claim and statement hereunder must be received at the above mentioned office before expiry. After expiry, this guarantee shall become null and void whether returned to us for cancellation or not and any claim or statement received after expiry shall be ineffective.

3. Notwithstanding anything to the contrary contained hereinabove, the maximum liability under this guarantee is restricted to (**To be indicated in NPR and calculated as 3% of the tendered cost**)

4. Notwithstanding anything to the contrary contained hereinabove, this guarantee is valid from (**date of issue**) \_\_\_\_\_ up to the (**date should be two months after the date of completion of work**) \_\_\_\_\_ and claims under this guarantee should be submitted not later than (**from date of expiry**)\_\_\_\_\_.

5. This guarantee may not, without our prior written consent, be transferred or assigned and this guarantee is limited to the payment of a sum of money.

6. This guarantee shall be governed and construed in accordance with the laws of the **India** and is governed by the United Rule for Demand Guarantee(URDG) (ICC Publication No.758) and shall be subject to exclusive Jurisdiction of the India Courts.

Date:  
Name:

Place:  
Signature:

**SUPPLY AND INSTALLATION OF 03 OUTDOOR AC UNITS OF  
DAIKIN BRAND VRV-X AT EMBASSY OF INDIA, KATHMANDU**

This agreement is made on ....., 2022 entered into between the President of India represented by the Embassy of India, Kathmandu (hereinafter called '**the Employer**') and "M/s .....", (hereinafter called '**the Contractor**').

This contract is being signed for supply, installation, testing and commissioning of 03 (three) outdoor AC units (DAIKIN VRV X) as per scope of work contained in Section-IV of the tender document

**THEREFORE, the Employer and the Contractor agree to the following terms and conditions:**

1. The Contractor will start the work with immediate effect upon signing of agreement and shall complete it satisfactorily in 60 days.
2. Defect liability period of Work shall be for one year after satisfactory completion of work. Any defect arising during the liability period shall be rectified by the contractor without any cost.
3. The contract shall be in force till the end of defect liability period from the date of signing of this agreement.
4. The rates mentioned in the financial bid ( .....) submitted by the Contractor shall be final and nothing extra, whatsoever, will be paid.
5. The Contractor shall not sub-let the contract or any part thereof for execution of any portion of work without the written consent of the Employer. The contractor shall ensure that all such sub- contractors, if any, adhere to the terms and conditions of this tender and the contract.
6. Extension of contract can take place based on genuine hindrances after mutual discussion and consent.
7. The Contractor shall carry out the work as per the **Scope of Work** and abide by clauses mentioned in **Terms and Conditions** (refer to tender documents).
8. The workers engaged by the Contractor will be the employees of the Contractor and the Employer will not, in any way, be responsible for any liability/compensation on account of accident, injury or death of workers while performing their work inside the Embassy premises. The contractor shall indemnify the Employer against any claim with regard to violation of any labour laws and claims thereof by any third party/ parties.

**9. Payment :**

Payment for the work will be done as per the quoted rate, and shall be made only after completion of satisfactory work.

The Performance Guarantee (3% of Contract value) submitted by the Contractor prior to signing of the agreement shall only be returned post defect liability period. The Performance Guarantee shall stand forfeited upon untimely termination of contract (i.e. before completion of work) or for non-satisfactory performance of the work or for breach of any terms and conditions of this contract or the tender document.



**10. Termination of Contract :**

The Employer has the right to terminate this contract. It will be terminated immediately following a formal notice issued to the Contractor upon violation of any of the clauses stated above or elsewhere in the tender document.

11. The disputes and difference arising out of or in connection with the condition of contract, quantities, rates, etc., shall be resolved in accordance with the arbitration clause contained in the tender document..

12. The Contractor shall not be liable for any delay or failure to perform of any of its obligations under or arising out of this contract, if the failure or delay results from any of the following:

Act of God, refusal of permissions or other Government Act and the like which renders it impossible or impracticable for the Contractor to fulfill its obligations under the contract or any other cause/circumstances of whatsoever nature beyond the Contractor's control.

13. The tender documents including corrigendum issued and bids submitted by contractor are integral part of the contract and shall binding on the Contractor.

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

Authorized Signatory of **the Employer** with official stamp:

(Signature)

Name and designation

Authorized Signatory of **the Contractor** with official stamp:

(Signature)