

#### **TENDER FOR**

#### **FOR**

## HIRING OF 12 SEMI SKILLED LABOURS FOR MAINTENANCE AND UPKEEP OF DIFFERENT PREMISES OF PENSION PAYING OFFICES(PPOs) AT KATHMANDU, POKHARA AND DHARAN (NEPAL)

No: MPB/Estt/96 dt 26 Jul 2024

Defence Wing
Embassy of India,
Kathmandu Tel – 01-4001787
email – amap.kathmandu@mea.gov.in

Page 1 of 17

Tender for "Outsourcing of Conservancy Services" for hiring of 12 semi skilled labours for maintenance and upkeep of different premises of Pension Paying Offices (PPOs) at Kathmandu, Pokhara and Dharan.

#### **LIST OF DOCUMENTS IN THE TENDER FORM**

Sr. No	Items	Page No
1.	Cover page	1
2.	List of documents and important dates	2
3.	Bidders' details	3
4.	Notice inviting tender	4
5.	Instructions to Tenderers	5-9
6.	Other relevant Information, terms and conditions of contract	10
7.	Prequalification/Evaluation/Exclusion criteria	11
8.	Scope of work	12
9.	Compliance Report	13
10.	Draft Agreement	14-15
11.	Financial Bid Format (Annexure I)	16
12.	Bifurcated details monthly wages of worker (Annexure I A)	17

Important dates relating to the tender are as follows:

S. No.	Particulars	Date
i.	Bid Document Download start date	28.07.2024 (1600 hrs)
ii.	Clarification Start Date	29.07.2024 (1600 hrs)
iii.	Clarification End Date	08.08.2024 (1700 hrs)
iv.	Pre-bid meeting	05.08.2024 (1200 hrs)
V.	Bid Submission Start Date	09.08.2024 (1200 hrs)
vi.	Bid Submission End Date	15.08.2024 (1700 hrs)
vii.	Technical Bids Opening Date	16.08.2024 (1100 hrs)
viii.	Financial Bid Opening Date	21.08.2024 (1200 hrs)

#### **Bidder details**

a)	Name of the agency	
b)	Address of the agency	
c)	Registration's details with date	
d)	VAT Registration No.	
e)	Owner's Name	
	Mobile No.	
	Email Id	
f)	Details of authorized contact person	
	Telephone No. Office	
	Mobile No.	
	Email Id	
g)	Annual turnover for last three financial year	
	FY 2080-81	
	FY 2079-80	
	FY 2078-79	
h)	List of major clients for similar services	
i)	Performance Report, If any	
j)	Any other information/ documents which may help in assessing bidder's abilities	

Bidder's signature with stamp

# Embassy of India Kathmandu Defence Wing NOTICE INVITING BIDS

- 1. Embassy of India, Defence Wing, Kathmandu invites sealed and separate tenders under two bid system (Technical and Financial Bid) from established/reputed agencies for hiring of 12 semi skilled labours for maintenance and upkeep of different premises of Pension Paying Offices(PPOs) at Kathmandu, Pokhara and Dharan under Annual Contract.
- The last date for receipt of offer in sealed envelope is on or before, 15 Aug 2024 up to 1700 hrs. Tender documents are available on our website <a href="www.indembkathmandu.gov.in">www.indembkathmandu.gov.in</a> under Tender Notice Section and <a href="www.eprocure.gov.in">www.eprocure.gov.in</a>. Details can also be collected from MPB through email at <a href="map.kathmandu@mea.gov.in">amap.kathmandu@mea.gov.in</a> or Tel 01-4001787.
- 3 The bids shall remain valid for 180 days from the date of opening of technical bids. Any future clarification and /or corrigendum(s) shall be communicated through **'Tender Notice'** section on the Embassy website <a href="http://www.indembkathmandu.gov.in">http://www.indembkathmandu.gov.in</a>
- 4. The Embassy of India reserves the right to reject/cancel any or all bids without assigning any reason.

#### MPB/ESTT/96 dated 26 Jul 2024

Sd/-x x x **AMA(P)** 

Page 4 of 17

#### **INSTRUCTIONS TO TENDERER**

Tender should be submitted in two parts, Part-I (Technical Bid) & Part-II (Financial Bid). Both the technical and financial bids shall be kept in separate envelopes superscribing as 'Technical Bid' and 'Financial Bid' on the respective covers. Thereafter, both these envelopes shall be sealed in a third bigger envelope and it should be superscribed as "Tender for hiring of 12 semi skilled labours for maintenance and upkeep of different premises of PPOs at Kathmandu, Pokhara and Dharan (Nepal)". **Bidders must mention their complete contact details on each envelope.** 

#### 1. Eligibility Criteria:

Interested bidders may please ensure pre-qualification details before submitting their bids.

The bid of any tenderer who has not complied with one or more of the conditions of eligibility criteria and / or fail to submit the required documents as required / or mentioned in tender document are liable to be summarily rejected.

The Embassy reserves the right to reject any or all tenders, wholly or partly or close the tender at any stage prior to the award of contract without assigning any reason whatsoever.

Conditional bids will not be considered.

#### 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. Validity:

Quoted rates must be valid for a period not less than 180 days from the date of opening of Technical Bids. However, the tenderer shall have no objection to extend it, if required. <u>Bids with less validity will not be considered.</u>

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.

#### 4. Earnest Money Deposit

- (i) Each Technical Bid must be accompanied with an Earnest Money Deposit (EMD) of NRs. 1,05,000/- (Nepali Rupees one lakh five 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. Rate of exchange may be taken as INR 1 = Nrs. 1.60 for conversion of EMD in Indian Rupees, if required.
- (ii) The Bank Guarantee/Demand Draft 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.

(i) 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.

#### **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.

#### 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 signing of the contract.
- (ii) EMD of successful bidder shall be refunded after award of the contract and deposit of Performance Security.

#### 5. Performance Security:

The successful bidder shall deposit Performance Security @ 10% of the total annual contract value in the form of Bank Guarantee/Demand Draft in the name of 'Embassy of India, Kathmandu' at the time of signing of contract agreement. 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.

#### 6. Commencement of work:

After finalization of the tender, a letter will be issued to the successful bidder who shall sign the formal agreement within one week from the date of issue of this letter. After signing of the contract agreement, the agency shall start executing the assigned work with immediate effect.

#### 7. Payment Terms & Conditions:

Payment shall be made on monthly basis after completion of the particular month and receipt of valid tax invoice and attendance records of workers from the contractor. The payment will be released on the basis of actual number of workers who attended the work during that particular month.

#### 8. 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.

#### 9. Tender Preparation Expenses:

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

#### 10. Financial Bid:

The rates should be quoted in Nepalese Rupees (NPR) inclusive of all taxes, service charges & duties in the prescribed format (Annexure – I) <u>only otherwise it will not be considered.</u> The total cost shall be exclusive of expenditure to be incurred on procurement of garden tools, implements, lawnmowers, seeds, pesticides etc which shall be provided by the PPOs.

#### 11. Tender Evaluation:

The Embassy will evaluate the entire tenders, strictly on the basis of the terms & conditions incorporated in the tender documents and requirement of the Embassy. Embassy may seek clarification which shall be replied by the bidder properly and timely. Just quoting the lowest amount does not entitle the agency to get the contract.

#### 12. Award of Contract:

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

#### 13. Service Provider Obligations:

The agency shall deploy total twelve semi skilled labours to the premise of PPOs at Kathmandu (Three), at Pokhara (Six) and at Dharan (Three).

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.

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

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

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.

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.

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 contract, are not disclosed under any circumstances.

The contractor shall furnish full details, as may be required, of all personnel deployed for the execution of 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:

- i. 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.
- ii. 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

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

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.

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:

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

The wages as per financial bids are not paid to workers by 10<sup>th</sup> day of each month.

The workers are replaced frequently without consulting the Embassy.

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

#### 17. 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; epidemic or pandemic; 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.

#### 18. 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 agency 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 consent of both parties. 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.

#### 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. Clarification:

The prospective tenderer(s) requiring any clarification regarding the tender document are requested to contact AMA(P) (Phone: +977-1-4001787 and email id: amap.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.

Page 9 of 17

#### Other Relevant Information, Terms & Conditions

- 1. Technical Bids shall include following documents:
  - i Authority to sign bid on behalf of firm, if the bidder is a registered firm. In case of proprietor/ owner of the firm, a certificate of the proprietorship/ ownership from the competent authority may be submitted. In case of partnership firm, the partnership deed may be furnished and bid may be signed by all the partners of the firm. If only one partner or any other person signs the bid, the signing person must be duly authorized by all the remaining partners for signing the bid.
  - ii. Earnest money deposit.
  - iii. Proof of similar experience.
  - iv. Copy of registration certificate.
  - v. Proof of turnover for the last three financial years
  - vi. Compliance Report
  - vii. VAT clearance certificate, and
  - viii. Signed and stamped copy of the tender document.
  - ix. Other documents which are relevant to assess the suitability of the agency
- 2 Offer in the financial bid should be written in English and price should be written in both figures and words. The offer should be typed or written in ink pen or ball pen. Use of pencil will be ignored. All the pages of the Technical / Financial Bid shall be page numbered and all the relevant supporting documents as required must be enclosed.
- 3. Envelope of technical bid & financial bid should be separately sealed and then placed in a third envelope, to be sealed and superscribed with tender number, due date of submission and addressed to:

AMA(P) Embassy of India P.O. Box No. 292, 336, Kapurdhara Marg, Kathmandu Nepal

- **4.** Sealed tender should reach the Embassy before the last date of submission. Tender(s) received beyond the last date of submission will be rejected. **No tender will be entertained by email, Fax or Courier.**
- 5. Agencies may send their authorized representative at the time of opening of Technical & Financial Bids.
- 6. Sub contracting is not permissible under this contract.
- 7. All pages of the bids should be signed & stamped.
- 8. The financial bid(s) of only those tenderer(s) will be opened, who qualifies in technical evaluation.
- 9. Good quality Reflective Jacket to be issued to all conservancy staff.
- 10. The financial bids must be in the prescribed format only (Annexure-I).

#### Pre-Qualification/Evaluation/Exclusion Criteria

SI	Particulars	Details
1	Experience	(a) The contractor must have successfully completed one work of same nature of an annual value of Nrs. 50 lakh or two works of same
		nature of annual value of Nrs. 30 lakh each or three works of same
		nature of yearly value not less than Nrs. 25 lakh (or equivalent in Indian Rupees) each in any Government organization, Diplomatic Mission (Embassies/High Commissions or their field offices), Reputed hotels or any other recognized private institutions during the last four years.
		(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	The contractor should have a valid PAN number and or Registration
	No./Registration No.	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 a minimum turnover of NRs. 50 lakh 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)
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**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.

#### Scope of work

The agency shall deploy twelve semi skilled labours at the premises of the PPOs. 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 PPOs 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 PPOs complex.
- Keeping/changing of flower pots.
- Maintenance of gardens/lawns at PPOs premises.
- Any other related work assigned from time to time by the PPOs.

BIDDERS SIGNATURE WITH OFFICIAL SEAL/STAMP.

Page 12 of 17

#### **COMPLIANCE REPORT**

To, The AMA(P) Military Pension **Branch**, Defence Wing Embassy of India Kathmandu Sub: Regarding tender for hiring of 12 semi-skilled labours for maintenance and upkeep of gardens in the premises of Pension Paying Offices at, Kathmandu, Pokhara and Dharan (Nepal). Dear Sir, We have gone through and understood complete scope of work, terms and condition of the this tender. It is confirmed that we will abide by all instructions as stipulated in the tender document and agreement. We hereby declare that we, M/s.....not ineligible to participate in the bid; we have no conflict of interest in the proposed tendering proceedings; and have not been punished for a profession or business related offense. We also declare that we, M/s......have not been blacklisted or debarred by any government or reputed private agency in Nepal or in India. We also confirm that we will not pay less than the minimum wages as fixed by the Government of Nepal to our workers and the rates have been quoted accordingly. Place: Date:

Page 13 of 17

Signature of Bidder

Name:

#### DRAFT AGREEMENT

- 2. Under the contract, the agency shall deploy twelve semi- skilled labours at the premises of the PPOs. The working hours will be 0800 hrs to 1700 hrs on a six-day week basis with lunch break from 1300 hrs to 1400 hrs. Saturday will be the weekly off day for workers. However, workers who attend work on any holiday/Saturday on requirement, their weekly off will be on Sunday or subsequent working day. The working hours for the Nepali calendar months Mangsir to Magh (3 months) will be 0800 hrs to 1600 hrs.
- 3. The workers engaged by the contractor should have sufficient exposure to carry out the assigned work in professional manner. They should also be capable of operating lawn mower, brush cutter and hedge cutters etc.
- 4. The contractor shall engage only those workers who are physically, medically and mentally fit and whose antecedents have been verified by him. The workers will be employees of the Contractor and the Embassy will not, in any way, be responsible for any liability/compensation on account of accident, injury or death of worker (s) while performing their work inside the PPOs campus.
- 5. The contractor shall provide two sets of good quality uniforms, identity card and headgear to the workers without which they will not be permitted to work in the PPOs premises.
- 6. Apart from the weekly off, other festival leaves will be as agreed to by both parties but it will not exceed eight days in a year.
- 7. The contractor shall pay to the workers their monthly wages, bonus and other benefits as per his financial quote and it will, in no way, be less than the minimum wages as fixed by the Government of Nepal. The wages & allowances will be released by the contractor to its workers by 10<sup>th</sup> day of each month irrespective of the fact whether Embassy has released the payment to the contractor or not.

#### 8. Scope of work:

- > General service, cleaning, maintenance and development of gardens in the PPOs 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 form seeds in the kitchen garden/designated places and planting them in the PPOs complex.
- Keeping/changing of flower pots.
- Maintenance of gardens/lawns at PPOs premises.
- > Any other related work assigned from time to time by the Embassy.
- 9. The cleaning material, consumable items, seeds, plants, manure, pesticides, garden tools & implements and equipment such as lawn mowers, brush cutter etc. shall be provided by the PPOs.

10.	Contract period:
	The Embassy reserves the right to terminate the agreement with prior notice of one monthor immediately at any time with one month's payment, without assigning any reason.

#### 11. Payment:

The annual charges are Nrs.....including all taxes/duties which will be paid on monthly basis after completion of each month.

The monthly payment of NRs......would be released by the Embassy by second week of succeeding month after receipt of valid tax invoice and attendance sheet from the contractor. Payment will be released on the basis of actual number of workers who worked during that particular month.

The payment of group insurance charges will be released after production of relevant documentary proof.

#### 12. Penalty:

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

The contractor fails to comply to the provisions of the agreement or consistently unable to maintain the quality of services.

The wages as per financial bids are not paid to workers by 10<sup>th</sup> day of each month.

The workers are replaced frequently without consulting the Embassy.

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

#### 13. 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; epidemic or pandemic; 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.

14. All other terms & conditions as enumerated in the tender document form part of this agreement.

Authorized representative of contractor M/s ...... Kathmandu (Nepal) Asst Military Attaché(P) Embassy of India Kathmandu (Nepal)

#### FINANCIAL BID

### Subject: Hiring of 12 semi-skilled labours for upkeep and maintenance of the premises of PPOs at Kathmandu, Pokhara and Dharan (Nepal)

Name of the firm		
Details of representative details	authorized with contact	

Category	Total no. of worker	Total monthly wages per worker quoted by the bidder in Nrs.	
(1)	(2)	(3)	(4)
Semi-skilled labours	12		
Total (A)	12	N.A.	
Age	Cost per month in NRs.		
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#### Note:

- 1. Above rates are final and inclusive of all taxes/duties. The Embassy shall not be liable to pay any additional charge for providing of the enlisted services.
- 2. The monthly wages must not be less than minimum wages as fixed by Government of Nepal.
- 3. A separate sheet (Annexure IA) must be attached with the Finaincial Bidbifurcating the details of wages of the workers.

BIDDERS SIGNATURE WITH OFFICIAL SEAL/STAMP.

#### Annexure – I (A) (to be attached with the Financial Bid)

In this sheet, the bidder has to give the bifurcated details of wages which has been quoted in the Financial Bid.

BIDDERS SIGNATURE WITH OFFICIAL SEAL/STAMP.

Page 17 of 17