

REQUEST FOR PROPOSAL

**INVITATION OF BIDS FOR OUTSOURCING
OF SERVICES OF SECURITY GUARDS AT
25 X DISTRICT SOLDIER BOARDS IN NEPAL**

**EMBASSY OF INDIA, DEFENCE WING
WELFARE BRANCH, KATHMANDU (NEPAL)**

REQUEST FOR PROPOSAL

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Request for Proposal (RFP) No NBGSB/115/H Dated ____ Aug 2024

1. Embassy of India, Defence Wing, Welfare Branch, Katmandu (Nepal) invites bids/proposal in sealed cover from approved and eligible Security Service Companies for supply of the **01 Security Guard** each to our **25 District Soldier Boards** in **Taplejung, Ilam, Tehrathum, Dharan, Bhojpur, Diktel, Okhaldhunga, Bharatpur, Gorkha, Turture, Besisahar, Pokhara, Waling, Palpa, Baglung, Butwal, Gulmi, Dang, Kohalpur, Tikapur, Surkhet, Baitadi, Beni, Sandikharka** and **Mahendranagar** for period of one year from **01 Apr 2025 to 31 Mar 2026**.

2. The address and contact numbers for collecting tender form and sending Bids or seeking clarification regarding this RFP are given below:-

- | | | |
|---|---|---|
| (a) Bids/Queries to be addressed to | : | Welfare Branch
Defence Wing
Embassy of India
Lekhnath Marg, Thamel
Kathmandu, Nepal |
| (b) Name/designation of the contact personnel | : | AMA (W), Embassy of India,
Kathmandu |
| (c) Telephone number of contact personnel | : | +977-1-4518064 &
+977-4-4513785 |
| (d) Email address | : | welfare.kathmandu@mea.gov.in |

3. Tender Document can be bought from the Welfare Branch, Defence Wing, Embassy of India @ **NRs 400/- each** (non-refundable) from the date of publication of this Tender Notice from **1000 hours to 1730 hours**. Please super scribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.

4. This RFP is divided into five parts as follows:-

- (a) **Part I.** Contains General Information and instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, validity period of tenders, etc.
- (b) **Part II.** Contains essential details of the services required.
- (c) **Part III.** Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
- (d) **Part IV.** Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.

- (e) **Part V.** Contains Evaluation Criteria and Price Bid Issues.

5. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

PART I - GENERAL INFORMATION AND INSTRUCTIONS FOR THE BIDDERS

6. **Last Date and Time for Depositing the Bids.** The sealed Bid (both Technical & Commercial) to be submitted in two separate sealed Envelopes duly marked 'Technical Bid' & 'Financial Bid'. The responsibility to ensure this lies with the Bidder. The sale of tenders start from **06 Aug 2024** and last date & time of submission of Bids is upto **1730 hours** of **27 Aug 2024**.

7. **Manner of Depositing the Bids.** Sealed Bids should be dropped in the Tender Box at the address given above so as to reach by due date and time. Late tenders will not be considered. No responsibility will be taken for delay or no-delivery/ no-receipt of Bid documents. **Bids sent by Fax or E-mail will not be considered.**

8. **Time and Date for Opening of Bids.** Opening of Technical Bid will be held at **1100 hours** on **28 Aug 2024** and Financial Bid **once the Technical Board approved by the BoO**. The firms which qualify technical bids as per norms of RFP will be allowed to participate in commercial bid (If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).

9. **Location of the Tender Box.** Welfare Branch, Defence Wing, Embassy of India, Kathmandu. Only those Bids that are found in the tender box will be opened. **Bids dropped in the wrong Tender Box / handed over to any individual at this office will be rendered invalid.**

10. **Place of Opening of the Bids.** Welfare Branch, Defence Wing, Embassy of India, Kathmandu. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative. Firstly technical bids will be opened in presence of vendors & those who qualify the technical bid, their financial bids shall be opened.

11. **Two Bid System.** Each bidder shall submit **only one Technical & one Financial bid in two separate envelopes duly marked on top specifying which financial/technical bid**. Only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found complaint/suitable after Technical evaluation is done by the Buyer. Format and documents required for submission of Technical Bid & Financial Bid are attached as per **Annexure I & II** respectively (**All participating firms must adhere to the format**).

12. **Forwarding of Bids.** Bids should be forwarded by Bidders under their original memo/letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office. Copies of **firm registration certificate, VAT/PAN registration certificate of the security service provider, bank guarantee and other relevant papers** must be enclosed in the sealed tender.

13. **Clarification Regarding Contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 3 (three) days prior to the date of opening of the Bids.

14. **Modification and Withdrawal of Bids.** A Bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice should reach the purchaser not later than the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

15. **Clarification Regarding Contents of The Bids.** During evaluation and comparison of bids, the Employer may, at its discretion, ask the bidder for clarification of his bid. The request of clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

16. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. **Conditional tenders will be rejected.**

17. **Unwillingness to Quote.** Bidders unwilling to quote should ensure that intimation to his effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder maybe delisted for the given range of items as mentioned in this RFP.

18. **Validity of Bids.** The Bids should remain valid till **180 days** from the last date of submission of the Bids.

19. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) which shall be equivalent to NRs 1,00,000.00 alongwith their bids. The EMD may be submitted in the form of a Bank Guarantee from any of the public sector Banks or a private sector Bank authorized to conduct government business. EMD is to remain valid for a period of at least six months. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender. Any bidder who has not submitted EMD, their bid will be rejected out rightly.

PART II - ESSENTIAL DETAILS OF ITEMS/SERVICE REQUIRED

Scope of Work.

20. Security Guards (**ex-servicemen of Indian Armed Forces/ Para Military Forces**) are required to be deployed for **12 hours night duty** i.e. from **1800 hours to 0600 hours**. The guard is required to be deployed in uniform provided by security service provider. The guard will be performing his duties under the command and control of Secretary, District Soldiers Board.

21. The Security Guard employed and his security service provider is responsible to protect government property from theft, violence or any type of incident.
22. The security guard is responsible to forward weekly security report to his employer i.e. security service provider and the same report will be compiled and send to Welfare Branch, Embassy of India by security service provider on monthly bases.
23. The security guard will report daily to Secretary District Soldiers Board. Any untoward incident will be reported to the security provider firm & Secretary, District Soldier Board by the guard immediately.
24. Police & CDO verification certificates giving out address & background of all the security guards employed at various DSBs will have to be submitted by Security Service provider to Welfare Branch, Defence Wing, Embassy of India (In case of other than ex-servicemen of Indian Armed Forces).
25. The agency, during leave shall provide additional security guard as reliever to perform the duties in absence/during leave of Security Guard.
26. The agency shall provide proper uniform, consisting of full pants, shirt, cap, lanyard with whistle, belt, shoes, badges, torch lights etc. to the security guards and shall ensure that their turnout is smart in all respect.
27. The agency shall be responsible for the discipline of the security personnel employed by them as per conduct rules and regulations.
28. The agency shall provide extra security guards and gunmen if desired by this office, during the period of this agreement at the rates already agreed in this contract. Subject to the provisions contained herein to safeguard the documents, appliances, fitting materials and property of the entire Intellectual Property Office Building by posting its men in such manner and at such points as maybe necessary. In addition to providing security to the property of Intellectual Property Office Building, the services include patrolling of the required area at all times during night.
29. Only able bodies, physically fit, well-trained disciplined and honest personnel shall be appointed for duty. Persons so deployed shall not be above 60 years. They shall perform their duties to the satisfaction of the office. The firm shall give details of the guards employed duly certifying their age and residential address. Change of guards will be intimated in writing to this office.
30. The security guard shall be vigilant so that no person shall carry away any articles belonging to the offices housed in Intellectual Property Office Building out of its building, and on finding such events, he immediately inform the concerned officer-in-charge and act in accordance with the instructions given by him/her from time to time.
31. Senior Officer of the Agency should visit and check the Security staff periodically in different shifts and monitor their performance.
32. The Agency shall accept the responsibility for all acts or omission of its employees in relation to assets directly handed over and personally guarded by the security staff. In cases of any theft/pilferage of any property belonging to the Offices, housed in Intellectual Property Office Building, the concerned officer-in-charge will immediately register complaints with the police and inform Security Agency for immediate follow up investigation. It will be the responsibility of the Security Agency to pursue the matter with the police with the assistance of the concerned officers in the Departments.

33. The security guards provided by the agency to the department are in case found to be indulging in any undesirable or unfair activities in the premises of the office, the agency will solely be responsible for all the consequences apart from the liberty of department to lodge complaints before appropriate authorities.

Payment Terms

34. The 100% monthly payment will be made after completion of one month duty. Ink signed copy of bill is required to be submitted after completion of every month.

35. No advance payment will be made.

PART III - STANDARD CONDITIONS OF RFP

36. The tenders are invited under two bid system i.e. Technical Bid and Financial Bid. The interested Agencies are advised to submit **two separate sealed envelopes super-scribing "Technical Bid" and "Financial Bid"** for providing manpower (Security Guard) to perform unskilled jobs in the office of the Welfare Branch, Defence Wing, Embassy of India. Both sealed envelopes should be kept in a third large sealed envelope super-scribing **"Tender for providing security guard"** and be submitted in the office of Welfare Branch, Defence Wing, Embassy of India.

37. The Earnest Money Deposit (EMD) equivalent to NRs 1,00,000.00 refundable (without interest), should necessarily be accompanied with the Technical Bid of the Company/Firm/Agency in the form of Demand Draft/Pay Order from any bank valid for a period of six months. **Bids not accompanied by Earnest Money Deposit of the requisite amount with proper validity will be summarily rejected.**

38. The successful Tenderer will have to deposit a Performance Security Deposit @ 10% of Bid amount within 15 days of the receipt of the formal order. The Performance Security Deposit will be furnished in the form of Bank Guarantee.

39. The Performance Security Deposit should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the contractor.

40. Bids sent through Fax/Mail/Conditions shall not be considered and will be out rightly rejected at the very first instance.

41. All entries in the tender form should be legible and filled clearly. If the space for furnishing of information is insufficient, a separate sheet may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. However, the cuttings, if any, in the Technical Bid Application must be signed by the person authorized to sign the tender bids.

42. The envelope containing Technical Bid shall be opened first on the scheduled date and time, in Welfare Branch, Defence Wing, Embassy of India in the presence of the representatives of the Company/Firm/Agency, if any, who wish to be present on the spot at that time. The Technical Bids shall be evaluated by a Tender Committee. Financial Bids of technically qualified, eligible bidders, meeting all the requisite criteria only shall be opened on a date and place to be notified later in presence of technically qualified contractors or their authorized representatives.

43. The bidder shall quote the Technical and Financial Bids as per the format enclosed at **Annexure I and II.**

44. This office shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by service providing Company/Firm/Agency during the course of their performing the functions/duties or for payment towards any compensation.

PART IV - SPECIAL CONDITIONS OF RFP

General

45. The tenderer shall abide by the details furnished by it to this office, while submitting the tender or at any subsequent stage. A tender acceptance letter as per **Annexure III** to be submitted by the Bidder while submitting the tender documents. In case of any of the documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of contract, making the tenderer liable for legal action besides the termination/cancellation of contract, legal action for damages at the sole discretion of the Welfare Branch, Defence Wing, Embassy of India and in such eventuality, the Earnest Money Deposit shall be liable to be forfeited.

46. The contracting Company/Firm, Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without prior written consent of this office.

47. Financial bids of only those tenderers who are declared qualified technically shall be evaluated by the Technical Evaluation Committee.

48. The Welfare Branch, Defence Wing, Embassy of India, reserves the right to terminate the contract at one month's notice under normal circumstances and terminate without notice if the firm fails to meet any of the terms and conditions.

49. The contracting Agency shall ensure that the manpower deployed at 25 x District Soldiers Board conforms to the eligibility conditions of age, educational qualification and any other qualification as specified in the contract.

50. The contracting Company/Firm/Agency shall furnish the following documents in respect of the persons who will be deployed by it in the office of the Welfare Branch, Defence Wing, Embassy of India before the commencement of work :-

- (a) List of persons shortlisted by Company/Firm/Agency for deployment.
- (b) Bio-data of the person with photograph affixed.
- (c) Character certificate from a gazette Officer of the Central/State Government.
- (d) Certificate of verification of antecedents of persons by local police authority.

51. In case, the person employed by the successful Company/Firm/Agency performs any act of omission/commission that amounts to misconduct/indiscipline/incompetence and security risks, the successful Company/Firm/Agency will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, if required by this Office immediately after being brought to their notice.

52. The service provider Company/Firm/Agency shall provide Identity cards carrying the photograph of the personnel and their information including their name, date of birth, designation and identification mark etc. and uniform to the employed personnel deployed in this Office.

53. The service provider shall ensure that any detail of office, operational process, technical know-how, security arrangements and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in this office.

54. The service provider shall ensure proper conduct of its personnel in office premises, maintain strict discipline in and around the office premises and enforce prohibition of consumption of alcoholic drinks, chewing pan, smoking, loitering without work etc or consuming any other intoxicant substance, food or drink during the working hours/being on duty to maintain discipline and office decorum.

55. The agency shall depute a co-ordinator, out of the deployed personnel, who would be responsible for immediate interaction with the Office of the Welfare Branch, Defence Wing, Embassy of India so that optimal services of the persons deployed by the Company/Firm/Agency could be availed without any disruption. However, Welfare Branch, Defence Wing, Embassy of India shall be fully competent and empowered to remove any indiscipline personnel/staff from its premises if his/her behavior is not up to the mark, immoral and/ or his/her presence is prejudicial/embarrassing to this Office.

56. The selected Company/Firm/Agency shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons. The delay by the Company/Firm/Agency in providing a substitute beyond two working days shall attract liquidated damages @ Rs. 800/- per day (per such case) on the service providing Company/Firm/Agency, besides deduction in payment on pro-data basis.

57. It will be the responsibility of the service providing Company/Firm/Agency to meet transportation, food, medical and any other requirements in respect of the persons deployed by it in this Office and this Office will have no liabilities in this regard.

58. For all intents and purposed, the services providing Company/Firm/Agency shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed in this office.

59. The service providing Company/Firm/Agency shall be solely responsible for the redressal of grievances/resolution of dispute relating to persons deployed. This Office shall, in no way, be responsible for settlement of such issues whatsoever as this Office shall have no privity of contract with the work force.

60. The persons deployed by the service providing Agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad-hoc, regular/confirmed employees of this Office during the period of contract or after expiry of the contract. That any issue of pay, perks statutory obligations, welfare schemes or monetary benefits/ internal arrangements of the employees, their personal insurance (if any) shall be looked after by the contracting Company/Firm/Agency and this Office has no interference or liability of any nature in any number.

61. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing Company/Firm/Agency shall not be entitled to and will have no claim, for any absorption nor for any relaxation for absorption in the regular/other capacity. In brief there shall be privity of contract between this office and the individuals/work force provided by the service provider/contracting Agency.

62. The contracting Agency should communicate above conditions to all the persons deployed in this office by the contracting Agency.

63. Payments shall be made only to the contracting Agency on monthly basis as per actual services. The contracting Agency has to raise invoice in the first week of the next month for the services rendered in the month. The **minimum wages rates must be required as per latest/revised order notified by the ministry of Labour & Employment and should be remitted directly into worker's bank account latest by 7th day of every month.**

64. Failure by the contractor to comply with any statutory requirements and /or the terms of the agreement during the period of contract will result in termination of the contract and subsequent disqualification from participation in any future tender of the department.

65. The firm is required to meet all the labour laws & regulations that are applicable. Any legal issues will be directly dealt between the firm and law of the land.

66. The agreement shall be valid for a period of one year from 01 Apr 2025 to 31 Mar 2026 unless otherwise terminated either by a written notice by the Welfare Branch, Embassy of India. The agreement may be extended on year to year basis for a further period of two years (up to a maximum total contract period of three years) with mutual agreement between both sides on same rates and terms and conditions subject to satisfactory service provided by the Contractors.

Fraud and Corrupt Practices

67. The applicant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, this office may reject any application without being liable in any manner whatsoever to the applicant if it determines that the applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. A declaration about fraud & corrupt practice by the Bidder to be enclosed with Bidding document as per format given in **Annexure IV** (attached).

68. Without prejudice to the rights of this Office Under Clause (i) herein above, if an applicant is found by this office to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such applicant shall not be eligible to participate in any tender issued by this Office during period of 2 (two) years from the date such Applicant is found by this Office to have directly or, indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as the case may be.

69. For the purpose of this clause 1, the following terms shall have meaning hereinafter respectively assigned to them:-

(a) "Corrupt practice" means

(i) The offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process or

(ii) Save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the letter of authorization (LOA) or after the execution of agreement, as the case may be, any person in respect of any matter relating to the project or the Letter Authorization or the agreement, who at any time has been or is a legal, financial or technical advisor of the Authority in relation to any matter concerning the project;

(b) “Fraudulent practice” means

A misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

(c) “Coercive Practice” means

Impairing or harming or threatening to impair or harm, directly or indirectly, any person or priority to influence to any person’s participation or action in the Bidding Process;

(d) “Undesirable practice” means

(i) Establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process ;or

(ii) Having a conflict of Interest; and

(e) “Restrictive practice” means

Forming a cartel or arriving at any understanding or arrangement among Applicant with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

Legal

70. The service provider shall be responsible for compliance of all statutory provisions relating to **minimum wages, Employees State Insurance, Employees Provident Fund and other Labor laws etc.** in respect of the persons deployed by it in this office as this office has no privity of contract with the employees.

71. The service provider shall maintain all statutory register under the applicable laws. The service provider shall produce the same, on demand, to the concerned authority of this office or any other authority under law.

72. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax Act, as amended from time to time and a certificate to this effect shall be provided to the Service Provider by this office.

73. In case, the tendering company/Firm/Agency fails to comply with any statutory/ taxation liability under appropriate law and as a result thereof this office is put to any loss/obligation, monetary or otherwise, this office will be entitled to get itself reimbursed out of the outstanding bills or the performance security deposit of the agency, to the extent of the loss or obligation in monetary terms.

Financial

74. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable (without interest), in the form of Demand Draft/ Pay Order drawn in favour of the “Welfare Branch, Defence Wing, Embassy of India” failing which the tender shall be rejected out highly.

75. The Earnest Money Deposit in respect of the Company/Firm/Agency, which does not qualify the Technical Bid (First Stage)/Financial Bid (Second competitive stage), shall be returned to it without any interest. Earnest Money Deposit of successful bidder shall be returned only after signing the contract and depositing the Performance Bank Guarantee. Further, if the Company/Firm/Agency fails to deploy manpower against the initial requirement within 15 days from date of placing the order, the Earnest Money deposit shall stand forfeited without giving any further notice to the Company/Firm/Agency.

76. The successful tender will have to deposit a Performance Security Deposit @ 10% of Bid amount at the time of placing the work order within 15 days of the receipt of the formal order. The performance security will be furnished in the form of the Account Payee Demand Draft or Bank Guarantee drawn in favor of Welfare Branch, Defence Wing, Embassy of India or Fixed Deposit Receipt (FDR) from a scheduled Bank made in the name of Service Provider Company/Firm/Agency buy hypothecated to Welfare Branch, Defence Wing, Embassy of India.

77. The Performance Security Deposit should remain valid for a period of 60 Days beyond the date of completion of all the contractual obligations of the supplier. This Office will not pay any interest on the Performance Security Deposit.

78. In case a breach of any terms and conditions stipulated in the contract, the Performance Security Deposit of the company/Firm/Agency will be liable to be forfeited by this office besides annulment of the contract.

79. The company/Firm/Agency shall raise the bill, in triplicate, along with attendance sheet to the office under whom the outsourced manpower has been deployed in the first week of the succeeding month.

80. The claims in bill regarding Employees State Insurance, Employees Provident Fund, Service Charges and Service Tax, etc. If any, should be necessarily accompanied with documentary proof pertaining to the concerned month's bill. A requisite portion of the bill whole of the bill amount shall be held up till the proof is furnished, at the discretion of this office.

81. All disputes arising out of this contract shall be subject to the jurisdiction of Courts of Kathmandu. However, no dispute shall be taken by either of the parties to the contract, to any court of law without first referring to an Arbitrator, who will be appointed by the o/o the Welfare Branch, Defence Wing, Embassy of India.

82. The officer of the Welfare Branch, Defence Wing, Embassy of India reserves the right to withdraw/ relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

PART V - EVALUATION CRITERIA & PRICE BID ISSUES

83. **Evaluation Criteria.** The broad guidelines for evaluation of Bids will be as follows:-

(a) Only those Financial Bids will be evaluated which are technically qualified and found to be fulfilling all the eligibility and qualifying requirements of the RFP as per Technical Parameters.

(b) The Lowest acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

84. The bid document may be filled in English language and no alteration shall be made by the bidder in the bid document.

85. In the schedule of Price Format, the bidder shall clearly specify the unit rate for each column in figure and words using ink pen and shall specify the item-wise total amount correctly for total quantity using already specified unit price. The rates quoted must be including all taxes.

86. In case of discrepancy between unit rate specified in figure and words:-

(a) The rates written in words shall govern.

(b) The rate corresponding to the total amount for a given quantity will govern if amount is calculated.

(c) If no rate is filled for an item, then it is treated as NIL and contractor has to supply the mentioned quantity free of cost.

87. Each pages of the bid/tender document, the corrections, over writing in the rates, amounts, bid validity etc shall be duly signed by the bidder or their authorized representative to authenticate the same.

88. The quoted bid rates shall remain valid for period of 18 months from the date of opening of the tender or any reasonable extension demanded by Welfare Branch, Defence Wing, Embassy of India.

89. **Price Bid Format.** The Price Bid Format is given as per **Annexure V** and bidders are required to fill this up with full details.

Annexure-I**TECHNICAL BID**

(To be enclosed in separate sealed envelope with Technical Bid)

For providing manpower (25 x security guards) at 25 x District Soldiers Board located at different part of Nepal.

In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics as mentioned below:-

1. Name of tendering company/firm/agency (attach certificates of registration & profile).
2. Name of proprietor/director of company/firm/agency.
3. Full address of registered office with telephone number, fax & e-mail.
4. Banker of company/firm/agency with full address (attach certified copy of statement of A/C for the last three years.
5. PAN/GIR No.
6. Service Tax Registration No
7. VAT Registration No
8. Employee Provident Fund Registration No.
9. Declaration about fraud and corrupt practices (duly signed and attested as given in the tender document).
10. Copy of Income tax Return for last three years
11. Documents showing having completed one year of regular service worth Rs. 1 Crore in any reputed organization.
12. Details of the major similar contracts handled by the tendering Company/Firm/Agency on behalf of PSUs and Government Departments during the last three years.
13. Certificate stating that the agency is/has not been black listed Centre/State Government/PSU.
14. Certified document in support of financial turnover of the Company/Firm/Agency.
15. Customer's satisfaction certificate/Performance Certificate issued by at least one central Govt./State Govt/PSU or any other Govt Institute where Vendor has provided Services.

Declaration

1. I _____ Son/Daughter/wife of shri _____ proprietor/Director/ Authorized signatory of the Company/Firm/Agency, mentioned above, is competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide to them;
3. The information/documents furnished along with the above application are true and authentic to the best of knowledge and belief. I/We, am are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate under law.

Signature of authorized person
Full Name:
Seal
Date:
Place:

FINANCIAL BID

(To be enclosed in a separate sealed envelope with Financial Bid)

..... as Technical Bid

1. Name of the tendering Service Provider Company/Firm/Agency :

2. Details of Earnest Money Deposit : Amount : _____
D.D./P.O. No. _____ and Date : _____ Drawn on
_____ (Bank)

3. **THERE SHOULD BE ONLY ONE PRICE TO DECIDE THE OVERALL L-I VENDOR. HOWEVER THERE WOULD BE A DETAILED BREAK-UP OF REACHING THAT PRICE (inclusive of taxes like Service Tax, Cess, commission charges, administrative fees etc. These components will be clearly mentioned before arriving at the final bid price levied by the Government from time to time).**

(To be supported by 'Price Bid' as per specimen given in Annexure V)

Signature of authorized person
Full Name:
Seal:

Date : _____
Place: _____

Note No. 1:- The rates quoted by the tendering Company/Firm/Agency should be inclusive of all statutory/taxation liabilities in force at the time of entering into the contract.

Note No. 2 - The payment shall be made on conclusion of the calendar month only on the basis of duties performed by each person during the month.

Annexure-III**TENDER ACCEPTANCE LETTER**
(To be given on Company Letter Head)

Date:

To,
Welfare Branch
Defence Wing
Embassy of India

Subject : Acceptance of Terms & Conditions of Tender

Tender Reference No _____Name of Tender/ Works

Sir,

1. I/we have obtained the Tender Documents from the above mentioned "Tender/work" from the Defence Wing, Welfare Branch, Embassy of India, Kathmandu namely:

as per your advertisement/website.

2. I/we hereby certify that I/we have read the entire terms and conditions of the tender documents (including all documents, which form part of the contract agreement) and I/we shall abide hereby by the terms/conditions/clauses contained therein.

3. The corrigendum issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letters.

4. I/we hereby unconditionally accept the tender conditions of above tender documents/corrigendum in its totality/entirety.

5. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Your faithfully,

Signature of the Bidder
Office Seal

DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES

We certify that in last three years, we have neither failed to perform on any contract, as evidenced by the imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have has any contract terminated by any public authority for breach on our part.

We declare that:-

(a) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Section-B of fraud and Corrupt Practices of the Terms and Conditions of the document, in respect of any tender or request proposal issued by the Agreement entered into with the Authority or Embassy of India.

(b) We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section-B of Fraud and Corrupt Practices of the Terms and Conditions of the document, no person acting for us or on our behalf has engaged or will engage in any corrupt practices, fraudulent practices, coercive practice, undesirable practice or restrictive practice.

(c) We certify that in regard to matters other than security and integrity of the country, we or any of our Associated have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the Project or which related to a grave offence that outrages the moral sense of the community.

(d) We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government of convicted by a Court of Law, we further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors/Managers/Employees.

(e) We certify that no penalty has ever been imposed in respect of services rendered by us in any organization/Ministry/Department.

Signature
Name & Designation:
Office Seal:
Date:

PRICE BID

(To be given in Company Letter Head)

To,
Welfare Branch
Defence Wing
Embassy of India

Subject - **Financial Proposal for Supply of Security Guards at 25x DSBs**

Sir,

Having examine the bid documents I/we offer to supply Security Guards for 25xDSBs of Welfare Branch, Defence Wing, Embassy of India, Kathmandu in accordance with the terms and conditions and scope of works accompanying this bid document for the price mentioned below:-

S/No	Description	Working hours 6PM to 6 AM (12 hours)	Cost/Rate per Guard/1 month without VAT	VAT amount @13%	Total Cost/per Guard/ per month	Total Cost per Guard for 25xDSBs/ per month

Above rates should be inclusive of all applicable taxes.

The details of breakdown of costing for Guards as mentioned below:-

S/No	Details	Total cost per 12 hours duty
(a)	Basic Salary (according to Local Labour Law)	
(b)	Dearness Allowance (If any)	
(c)	Overtime Allowance (If any)	
(d)	Saturday/Holiday	
(e)	Social Security Fund	
(f)	Gratuity Provisions	
(g)	Festival Allowance	
(h)	Public Holiday	
(j)	Dress Allowance	
(k)	Leave	
(l)	Insurance Cover (If any)	
(m)	Miscellaneous (If any)	
	Total	

Signature of Authorised Person
Name & Designation:
Office Seal:
Date:

SAMPLE OF ENVELOPE FOR TECHNICAL AND FINANCIAL BID DOCUMENT

TECHNICAL BID

**FOR PROVISIONING OF MAN POWER (25 X SECURITY GUARDS)
AT 25 X DISTRICT SOLDIER BOARD IN NEPAL**

TO,
WELFARE BRANCH
DEFENCE WING
EMASSY OF INDIA
LEKHNATH MARG (THAMEL)
KATHMANDU, NEPAL

FROM,

(Address of the Bidder)

FINANCIAL BID

**FOR PROVISIONING OF MAN POWER (25 X SECURITY GUARDS)
AT 25 X DISTRICT SOLDIER BOARD IN NEPAL**

TO,
WELFARE BRANCH
DEFENCE WING
EMASSY OF INDIA
LEKHNATH MARG (THAMEL)
KATHMANDU, NEPAL

FROM,

(Address of the Bidder)