



TENDER FOR
ANNUAL RATE CONTRACT
FOR
SUPPLY OF CHEMICALS USED FOR OPERATION OF 03 WATER TREATMENT
PLANTS AND 04 WATER BODIES AT EMBASSY OF INDIA, KATHMANDU

No: Kat/Proj/872/02/2015

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

Tender for "Annual Rate Contract for supply of chemicals used for 03 Water Treatment Plant and 04 Water bodies at Embassy of India, Kathmandu."

LIST OF DOCUMENTS IN THE TENDER FORM

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Important dates relating to the tender are as follows:

S. No.	Particulars	Date
i.	Bid Document Download start date	19.07.2024
ii.	Clarification Start Date	19.07.2024
iii.	Clarification End Date	09.08.2024
iv.	Bid Submission Start Date	19.07.2024
v.	Bid Submission End Date	09.08.2024
vi.	Bids Opening Date	09.08.2024

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	
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**

NOTICE INVITING BIDS

Embassy of India, Kathmandu invites sealed quotations from established/reputed agencies under two bid system (Technical & Financial Bid) for annual rate contract for supply of chemicals used for 03 Water Treatment Plant and 04 Water bodies at Embassy of India Kathmandu.

2. The last date for receipt of offer in sealed envelope is on or before, 09 August, 2024 up to 1500 hrs. The bids received will be opened on the same date i.e. 09 August, 2024 at 1600 hrs. Tender documents are available on our website www.indembkathmandu.gov.in under Tender Notice Section and www.eprocure.gov.in. Details can also be collected from Attache (Proj & Main.) through email at estt.kathmandu@mea.gov.in or Tel 01-4411851.

3. The Embassy of India reserves the right to reject/cancel any or all bids without assigning any reason.

Kat/Proj/872/02/2015 dated 18 August, 2024

Sd/-
Head of Chancery

INSTRUCTIONS TO TENDERER

Tender should be submitted in sealed envelope and it should be superscribed as "Tender for annual rate contract for supply of chemicals used for 03 Water Treatment Plant and 04 Water bodies at Embassy of India, Kathmandu (Nepal)". This sealed envelope shall contain the tender bid in two separately sealed & superscribed covers, namely 'Technical Bid' and 'Financial Bid', alongwith the name of the Firm on each envelope. **Bidders must mention their complete contact details on envelope.**

1. Eligibility Criteria:

- 1.1 Interested bidders may please ensure pre-qualification details before submitting their bids.
- 1.2 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.
- 1.3 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.
- 1.4 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 documents will be entertained by the Embassy.

3. Validity:

- 2.1 Quoted rates must be valid for a period not less than 120 days from the date of opening of Technical Bids. However, the tenderer shall have no objection to extend it, if required. *Bids with less validity will not be considered.*
- 2.2 The overall offer for the assignment and tenderer(s) quoted price shall remain unchanged during the period of validity. There should be no alteration later after submission of bids.

4. Commencement of work:

After finalization of the tender, a letter will be issued to the successful bidder who shall sign the contract 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 at the agreed rates mentioned in the agreement with immediate effect.

5. Payment Terms & Conditions:

The payment shall be released to the contractor after successful supply 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. No advance payment shall be made to the agency.

6. Contract Period:

6.1 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.

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

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

7. 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.

8. Financial Bid:

The rates should be quoted in Nepalese Rupees (NPR) in the prescribed format **(Annexure – I) only otherwise it will not be considered.**

9. Tender Evaluation:

9.1 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.

9.2 The Financial Bid shall be evaluated on the basis of unit price quoted by all contractors.

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

10. Award of Contract:

(i) A comprehensive list **(List-1)** of all the chemicals with the lowest price quoted by L1 of each respective item will be prepared and accordingly, all the bidders will be offered for supply of chemical on lowest rates as per List-1.

(ii) Rate Contract will be signed with the bidders in respect of those chemical for which they will accept the offer from **List -1.**

(iii) Preference for procurement of chemical will be given to those bidders who will be originally L1 for respective items at the time of financial bid opening.

11. Delivery and completion period:

Time is essence for any contract. The Contractor shall ensure delivery of the articles within 2 working days from the day of receiving purchase order on mail/telephone. In exigencies but not in usual practice, the delivery time can be relaxed upto one week. It shall be the sole responsibility of the contractor to deliver the product within stipulated time period. Regular non compliance of time schedule may endanger the contract and invite penalty.

12. Supplier's Obligations:

12.1 The suppliers shall ensure that stock of allocated item(s) is available with them and they are supplied on demand within 2 days of the order.

12.2 The suppliers shall also ensure quality of the products. They will also ensure that original products as per required specification are supplied.

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

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

13.2 During the contract period, if the contractor fails to supply products under his/her contract on more than three occasions; the Embassy reserves the right to withhold all payments due to him/her and debar from any future business with the Embassy

13.3 This is also applicable in case if substandard quality products or spurious/duplicate products are supplied.

14. 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 of the contract 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.

15. 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.

16. 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.

17. Clarification:

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

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

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

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. Proof of similar experience of supplying chemicals.
 - iii. Copy of registration certificate.
 - iv. Proof of turnover for the last three financial years
 - v. Declaration by the Firm/ Agency
 - vi. VAT clearance certificate, and
 - vii. Signed and stamped copy of the tender document.
 - viii. 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 bid should be sealed and superscribed with tender number, due date of submission and addressed to:

Head of Chancery
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 e-mail or FAX.**

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 bids must be in the prescribed format only (Annexure-I).

Pre-Qualification/Evaluation/Exclusion Criteria

Sl	Particulars	Details
1	Experience	<p>(a) The company/ contractor should have minimum three years' experience. Documentary proof from minimum three clients should be attached.</p> <p>(b) Copy of work order for completed work issued by the concerned authority shall be accepted in support of the experience.</p> <p>(c) Preferences will be given to those company/ contractor which has experience in working with Diplomatic Missions/ Govt. Departments.</p>
2	PAN No./Registration No.	The contractor should have a valid PAN number and/ or Registration Number of the agency either in India and / or Nepal. Documentary proof is to be attached.
3	Turnover	The contractor should have a minimum average turnover of NRs. 25 lakh or more per year during last three financial years (Documentary proof should be attached)
4	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)
<p>NOTE : Unprecedented situation : If after opening of financial bids it is found that there are more than one lowest bidders for an item, then the agencies shall be called for submitting revised quote for that item (which shall be less than the original quote) in a sealed envelope. The process for tie break shall continue till the L-1 bidder for the item is identified.</p>		

General Terms & Conditions

1. The tenderer/bidder is bound by all terms and conditions of this Tender and any violation may invite forfeiture of his contract.
2. No conditional tenders shall be accepted.
3. Embassy of India, Kathmandu reserves the right to relax, modify any or all tender conditions.
4. There is no fee to apply for the tender. However, only serious and eligible agencies are welcome.
5. Each bidder shall submit only one bid.
6. Telex or Facsimile bids are not acceptable. Bids received late including postal delay in open condition not meeting the tender conditions/incomplete in any respect are liable to be rejected.
7. The bidder shall furnish a list of companies, organization including foreign companies in Nepal, Diplomatic Missions and reputed hotels with whom they have a professional relationship such as for supply of stationery items.
8. The contractor shall not further sub-contract, the whole or any part of the contract, under any circumstances to a third party.
9. The contractor shall be solely responsible for any damage/loss of items, caused by the contractor or any of its representatives during execution of contract. The Embassy shall not be liable to compensate on this account.
10. It is the responsibility of the contractor to ensure that all local laws and regulations are followed.
11. It is expected that the bidders who wish to bid for this tender have highest standards of ethics.
12. Bidders are advised to visit the site and ascertain the requirement before submitting their bids. No variation in amount or any other conditions would be entertained post submission of the bids.
13. All bidders shall submit all tender documents with their signature and company's stamp along with the technical bid. In financial bid, there should be only rates of the items as per BOQ.
14. The rates should be inclusive of all taxes/duties and transportation charges. The agency shall deliver the product at the site of the Embassy and no extra charges shall be paid on account of delivery charges.
15. Successful bidders will be required to supply chemicals in Embassy premises on credit and purely 'on need' basis without any guarantee for any minimum quantity. Hence, Embassy shall not be liable to procure any or all items/services included in list.
16. The Embassy shall try to order in bulk. However, the contractor shall have no objection to deliver a single item on order.
17. The contract will be awarded to more than one bidding firms in case no bidding firm quotes lowest rates for all the items.
18. The rates agreed upon should be valid for the duration of the contract. During the period of contract, no request for enhancement in prices shall be considered.
19. The Embassy reserves the right to extend the date of receiving/opening of bids. All such details would be communicated on our website www.indembkathmandu.gov.in under the 'Tender Notice' Section.

Scope of work

Annual Rate Contract for supply of chemicals as per attached list (Annexure – I) to the Embassy of India, Kathmandu for a period of one year, extendable on year-to-year basis for another two years on same terms, conditions, rates and subject to mutual consent.

Declaration by the Firm/ Agency

This is to certify that we have not been debarred and blacklisted by any government agency or organization in Nepal or in India. Further, before signing this tender, It is certified that I/we have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Signature of authorized person with firm's seal

Name:

Address:

Phone No (O):

email:

Date:

List of Chemicals

Schedule of Quantity

S. No.	Item's name	Quantity	Unit	Quoted price in NRs. (excluding VAT)
1	NaOH (Caustic Soda)	1	kg	
2	NaCl (Ordinary Salt)	1	kg	
3	Poly Aluminum Chloride (PAC)	1	kg	
4	Na ₂ CO ₃ (Soda Ash)	1	kg	
5	Sodium Hypochlorite (Liquid Bleach) minimum 10% Concentration of chlorine	1	litre	
6	HCL (30-33 % concentration)	1	litre	