

**NOTICE INVITING TENDER FOR SELECTING CONTRACTOR  
FOR AMC FOR OPERATION AND MAINTENANCE OF ELECTRIC  
EQUIPMENTS/TRANSFORMERS AND 06 DG SETS AT SUB-STATION I & II AT THE  
EMBASSY OF INDIA**

The President of India acting through the Embassy of India in Kathmandu, Nepal requests proposals in sealed envelopes from appropriately qualified and adequately experienced Contractors for "AMC for operation and maintenance of electrical equipments/electrical panels and 06 nos. DG sets at Sub-station I & II at the 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 26.07.2024. 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 JE(civil), mob. No.-9818034332, email: [jecivil.kathmandu@mea.gov.in](mailto:jecivil.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 Annual Maintenance and Operation of Electric Sub-Station Equipment and D G Sets at Sub-Station-I & II at Embassy of India, Kathmandu.

**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: 12 Month**

**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 JE(Civil) at email: [jecivil.kathmandu@mea.gov.in](mailto:jecivil.kathmandu@mea.gov.in)

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

(i) EMD : **In Sealed Envelope 01**

(ii) Technical Bid: **In Sealed Envelope 02**, 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.

- (iii) **Technical bids of only those bidders will be opened who have submitted the EMD, and**
- (iv) Financial Bid: **In Sealed Envelope 03**, the bid should be as per the format given in this tender.

The last date of submission of sealed bids is 1500 hrs on 26.07.2024 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 26.07.2024 in the Embassy of India, Kathmandu, Nepal. All pages of the submission document must be signed by authorized signatory.

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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 : Earnest Money Deposit (EMD) (Section –VII)

Document I – S- VI : Undertaking for adherence to Code of Integrity (Section- VIII)

*\* 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 (Section-V)

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 “AMC for operation and maintenance of electrical equipments/transformers and 06 nos. DG sets at Sub-station I & II at the 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, EMD (Earnest Money Deposit).
<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 26.07.2024 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 26.04.2024 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 26.07.2024 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:

**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. 35,77,200/- including VAT or (ii) two similar works of value of NRs. 22,35,750/- each including VAT or (iii) three similar works of value of NRs.17,88,600/- each including VAT.

“Similar works shall mean carrying out maintenance of any electrical substation work of voltage level 11KV or above and having an individual transformer minimum capacity of 800 KVA. “

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

**Bank Solvency:** Certificate of Solvency for NRs 17,88,600/- certified by bank. The certificate should not be older than six months.

**Annual Turnover:** The average annual turnover of the tenderer should be equal to NRs 13,41,450/- including VAT during the immediate last three consecutive financial years.

**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:** Any defect arising in the equipment or its operation attributable to the agency during the AMC period shall be rectified by the agency at its own cost. This defect liability does not include the failure of equipment that is not attributable to the wrong operation/handling by the contractor. The decision of the Embassy in this regard shall be final and binding on the contractor.

**8. Performance Security:** 3% of the contract value shall be submitted in the form of a Bank Guarantee valid for a period of sixty days beyond the date of the completion of all the contractual obligations of the contractor under the contract and discharged after completion of work. 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 for better understanding of the equipment and its operations. No cost for any 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.

**11. Completion:** The Period of Completion for the whole of the works 12 month shall be calculated from the date of commencement of works.

**12. Termination of Contract:**

Without prejudice to any other remedy under this contract, the Embassy 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 contract within the time period(s) specified in the contract, or any extension granted thereof;
  - b) failure to obey instructions in relation to the works stipulated in the scope of this contract;
  - c) failure to supply the technicians/ labour /Engineer/Services as proposed in the scope of work;
  - d) failure to solve the problem arising in the Sub Station/DG Sets in 24 hours;

- 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;

If the contract is terminated in whole or in part, the Embassy may take following actions against the contractor:

- a) Forfeiture of the performance security;
- b) Forfeiture of the Retention Money 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 fulfil the contract to the extent not terminated.

**13. Retention Money:** 5% of contract amount of each bill for payment shall be deducted as Retention Money. This retention money shall be released on record of practical completion and successful handing over of the Electric sub-station-I & II and 6 DG sets in good condition to the Embassy by the Contractor.

**14. Arbitration:**

If any dispute, difference or question at any time arises between the Embassy and the Contractor in respect of the agreement signed which cannot be settled mutually or in case of termination, shall be referred to arbitration.

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.

The Arbitration will have its sittings in Embassy of India, Kathmandu

**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:** Sub-Contracting in any form is not allowed. However, the Contractor can engage the experts for specific requirements in operations of Water treatment plant with the approval of the Embassy.

**17.** The successful Tenderer shall be overall responsible for this work and shall indemnify the Embassy against any claims/demand by any person or authority in respect of this work.

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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**Section-I**

**1. INSTRUCTION TO BIDDERS**

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	:	Earnest Money Deposit (EMD)
Section- VIII	:	Format of Undertaking for adherence to Code of Integrity.

**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.

**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.

**Earnest Money Deposit–**

The bidder shall submit a Demand draft or Banker's cheque or Bank Guarantee (as per attached format) amounting to NRs. 89,500/- or in equivalent Indian Rupees in the attached format drawn Nationalized/Scheduled/Commercial Bank in favour of Embassy of India.

The format of Bank Guarantee is prescribed in Section-VII of the Bid document.

**Demand draft or Banker's/Manager's cheque or Bank Guarantee** should be valid for 180 days from the date of opening of Technical Bids.

**Refund of Earnest Money Deposit (EMD)**

Refund of EMD (without any interest) to the unsuccessful bidders shall be made after expiry of the final bid validity and latest on or before 30<sup>th</sup> days after the declaration of the result of first stage i.e. Technical Evaluation.

EMD of successful bidder shall be refunded (without any interest) after the submission of Performance security of 3% of the contract value in the form of a Demand draft / Banker's cheque/ Manager's cheque / Bank Guarantee only (as per attached format), drawn on any Nationalized/Scheduled/Commercial Bank in favour of **Embassy of India, Kathmandu**.

In case the successful bidder shows his inability and do not submit the Performance Security as stipulated above, his bid will be summarily rejected and the entire EMD amount shall be forfeited by the Embassy and the contractor will not have any claim on the forfeited amount whatsoever. In such situation, the



contractor shall be barred from participating in the retender of the work.

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.

Bidders are required to quote prices in the financial bid Performa annexed with the Bid document.

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

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

**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.

### **Tender and Schedule of Quantities**

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

**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.

### **Errors and Rectification:**

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

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.

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

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;

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;

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 1.10.3.1 and 1.10.3.2 above.

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.

**Submission of bids:** Bidders shall submit their bid in a large sealed envelope super-scribed with "**AMC for operation and maintenance of electrical equipments /**



**transformers and 06 nos. DG sets at Sub-station I & II at the Embassy of India, Kathmandu, Nepal.”** which shall have following three sealed envelopes inside:

- Envelope 01:** Should contain the EMD as per Section-VII. This envelope is to be super-scribed as “**EMD**”.
- Envelope 02:** Should contain the documents mentioned in Section-I to Section-IV. This envelope should be super-scribed as “**Technical Bid**”.
- Envelope 03:** Should contain the documents mentioned in Section-V and Section-VI. This envelope should be super-scribed as “**Financial Bid**”.

The last date of submission of sealed bids is 1500 hrs on 26.07.2024 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)

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.

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.

**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.

**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.

**Clarification:** Any further information or clarification which the Tenderer may require in order to complete his bid, may contact Sh. Uday Kumar Singh, Junior Engineer (Civil), Embassy of India, P.O. Box NO.292, 336, Kapurdhara Marg, Kathmandu, Nepal- 44600, Telephone No.: +977-9818034332; email- [jeelect.kathmandu@mea.gov.in](mailto:jeelect.kathmandu@mea.gov.in) / [jecivil.kathmandu@mea.gov.in](mailto:jecivil.kathmandu@mea.gov.in).

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

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

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

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.

If there is evidence of collusion between Bidders.

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

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

**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.

**Compliance with Tender Document** - - Bidder shall be deemed to have read carefully all the Tender Documents, Specifications and Scope of Work, etc. and visited site. The quoted price are inclusive of all cost and charges and complete in all respect to make the Annual maintenance Contract (AMC) functional as per the standard and to the entire satisfaction of the Embassy of India, Kathmandu.

**No escalation of price:** Price escalation, in rates due to any reason whatsoever is not payable in this work.

**Payments:** - AMC Payment will be made on a quarterly basis only after submission of monthly/weekly reports on checklist, the attendance register of the manpower provided and other services provided under the scope of tender. The Contractor shall get these reports and registers verified by the Embassy before the submission of Bill. In case the contractor fails to get these reports and registers verified by the Embassy, he shall be assumed to have opted for no payment against these relevant items.

**Recovery/Penalty for not providing the Service:** - In case the contractor fails to provide a quoted service to the Embassy, in addition to the non-payment for the service, a recovery @ of 25% of the quoted rate for the service calculated on pro rata basis shall be made from the due payment of the contractor. The total penalty shall be limited to 10% of the tendered cost of the work.

**Adherence to Code of Integrity:** - The prospective bidders/contractor shall submit an undertaking (mentioned in Section-VIII) 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.

### **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 EMD;
- 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.

**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 Earnest Money Deposit(EMD) or/any of the preceding statutory documents was not submitted with the tender.

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**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.

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**Section-III**

**1 Terms and Conditions of Contract**

1.1 The Quoted price shall form the basis of payment to the contractor, as per the terms and conditions mentioned in this document

1.2 **Quoted price shall be exclusive of VAT.** The quoted price should be all inclusive of the services to be provided but excluding VAT.

1.3 Period of completion for the work is 12 months.

1.4 **Liquidated damages** shall be governed by the recovery/penalty provision mentioned at Article 1.22 of Section-I.

1.5 **Defects liability period:** Any defect arising in the equipments or its operation during the AMC period shall be rectified by the agency at its own cost. In addition (if required) the Embassy may forfeit any other dues of the Contractor to make good the damages caused to any equipment/machines by the contractor. This defect liability does not include the failure of equipment that is not attributable to the wrong operation/handling by the contractor. The decision of the Embassy in this regard shall be final and binding on the contractor.

1.6 On the Completion of work, the contractor shall ensure handing over to the Embassy all the equipment and machines operated/maintained by him in running/operating condition. Any damage hindering the operation of the equipment/machines which is under the scope of this contract shall be rectified by the contractor before such handover. The decision of the Embassy in this regard shall be final and binding on the contractor.

1.7 The tenderer shall guarantee among other things, the following:- a. Quality, strength and performance of the materials used; b. Good and prompt service c. Good workmanship.

**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.

**1.7.1 Payments:** - AMC Payment will be made on a quarterly basis only after submission of monthly/weekly reports on checklist, the attendance register of the manpower provided and other services provided under the scope of tender. The Contractor shall get these reports and registers verified by the Embassy before the submission of Bill. In case the contractor fails to get these reports and registers verified by the Embassy, he shall be assumed to have opted for no payment against these relevant items.

**1.7.2 Recovery/Penalty for not providing the Service:** -In case the contractor fails to provide a quoted service to the Embassy, in addition to the non-payment for

the service, a recovery @ of 25% of the quoted rate for the service calculated on pro rata basis shall be made from the due payment of the contractor. The total penalty shall be limited to 10% of the tendered cost of the work.

- 1.8** Price escalation, in rates due to any reason whatsoever shall not be applicable.
- 1.9 Specification:** The operations and other items in the scope of work shall be as per the manufacturer specifications for the equipment. The sub-station and DG set shall be operated in the manner that complies with the standards mentioned in latest version of Indian standards and industry standards.
- 1.10 Non-completion of work:** In case of non-completion of work for reasons attributable to the contractor, the Embassy of India shall be at liberty to forfeit the retention money, performance guarantee. In addition the Embassy may forfeit any other dues of the Contractor to make good the damages caused to any equipment/machines by the contractor along with imposing penalty under the penal provision of the tender for not providing the agreed services.
- 1.11 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.
- 1.12** On completion of work, Contractor shall handover all the equipments and tools in working condition to the Embassy. The Final Bill of work shall be paid only on completion of work and the handing over as mentioned above.
- 1.13 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 contract. The validity of the contract can be extended by a period of another 12 months at the same rates, terms and condition, on mutual consent of the Embassy and the contractor.
- 1.14 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.
- 1.15** Work shall be carried out as per CPWD General specification wherever applicable. Safety procedure as indicated in CPWD specification of Electrical works, D.G. Sets, etc. as amended upto date shall be followed.
- 1.16** The rates quoted shall be inclusive of wages of Electrician / E&M Operator / Wireman/ Khallasi i/c relievers, cleaning material, uniform and all taxes and duties etc. as applicable.
- 1.17** The contractor shall take all precautions for safety of the workmen. If any accident/ mis-happening occur, the Embassy shall not be responsible for the same. If any compensation is to be paid to the victim, the Contractor shall pay the



same and no claim in this account shall be entertained by the Embassy.

**1.18** All the cleaning material i.e. soap, duster etc shall be arranged by the contractor at his own cost for cleaning of all installations. If cleaning of installation is not found satisfactory at any time, a recovery of NRs. 500/- per occasion noticed shall be made from the bill of contractor.

**1.19** The contractor shall furnish name & contract number of the persons, who should be contacted during emergency.

**1.20** All T&P including any special T&P shall be arranged by contractor & nothing extra shall be paid on account of the same.

**1.21** The contractor shall prepare a Sub Head wise "Fortnightly / Monthly" duty chart/ duty roaster with name and duty hours stated therein. The same shall be submitted to the JE –in- charge at least seven days in advance.

**1.22** In case of any damage to existing equipment/ system/ panels etc during maintenance, the same will have to be made good by the contractor at his cost. Failure to which the same shall be made good by the department at risk and cost of the contractor and suitable recovery will be made from the contractor bill as decided by the Embassy.

**1.23** Before the start of contract, the contractor is bound to submit the following details along with supporting papers of the workers proposed Sub Head wise to be engaged by him. After receipt of confirmation of their suitability from the JE-In-charge or his authorized representative, they shall be deployed on duty.

- (a) Name & Postal Address with ID Proof
- (b) Photograph with specimen signature
- (c) Qualification and experience

Before start of work, the agency has to take the approval of detail of workers & has to take over the site from J.E. in charge of site.

**1.24** The Embassy reserves the right to ask the contractor to remove of any staff without assigning any reason whatsoever. Decision of the Embassy shall be final and binding on the contractor.

**1.25** The contractor / Firm is advised to visit the site of work before quoting the rates, in order to ascertain the quantum of work, site condition and location of work.

**1.26** It shall be entirely the responsibility of the contractor to ensure that no unlawful act is done by his staffs while on duty. In case any theft/ loss of property takes place due to the negligence or carelessness of his staffs, the contractor will be held responsible and shall make good the same.

**1.27** Any other minor addition / alternation in the existing installation shall be covered in the scope of the work and operation & maintenance of the same shall be included in scope of this agreement. Nothing extra will be paid on this account.

**1.28** The contractor shall takeover all E&M inventories from the JE-in -charge before starting of the work and also handover above inventories in good conditions after the completion of work to JE/AE or next agencies.

**1.30** The contractor shall make his own arrangement of tools for maintenance of Sub Station/ Electrical Installations equipments & following T&P shall always be available at the site of work by the contractor:-

- (a) Tong tester, Test lamp

- (b) Gloves – 2 Sets.
- (c) First Aid Box
- (d) Crimping Tool Kit
- (e) Megar (5 KV HT and 500 volt LT)
- (f) Spanner Set.
- (g) Screw Driver set
- (h) LN Keys set
- (i) Earth Tester
- (j) Blower
- (k) Hammer, Drill Machine & Spade
- (m) Every wireman/ operator should have pliers, screw driver of different size, tester & test lamp for day to day maintenance work.

**Before start of contract these T&P items must be kept in a lockable box, if same is not available at site, then a recovery for the same @ Rs. 100/- per day shall be deduct from the contractor's bill maximum upto Rs.1000/- per month.**

Conformity with statutory acts, rules, standards and codes all electrical works shall be carried out in accordance with the provisions of various Acts of Government of Nepal(GoN).

**Safety codes and labour Regulations:** - (a) In respect of all labour employed directly or indirectly on the work for the performance of the contractor's part of work, the contractor at his own expense, will arrange for safety provisions as per various Acts of GoN. Failure to provide such safety requirement would make the tenderer liable for penalty for NRs. 200/- for each violation. In addition, the Embassy shall be at liberty to make arrangements and provide facilities as aforesaid and recover the cost from the contractor. (b) The contractor shall provide necessary barriers, warning signals and other safety measures while executing the work or wherever necessary so as to arising accidents. He shall also indemnity Embassy against claims for compensation arising out of negligence in this respect. Contractor shall be liable, in accordance with GoN law and Regulations for any accidents occurred due to any cause. The Embassy shall not be responsible for any accidents occurred or damaged incurred or claims arising there from during the execution of work. The contractor 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 contractor due to the above provisions thereof.

- 1.33** The contractor or his staff shall not be allowed to stay at site of work i.e. in the Embassy Complex after duty hours.
- 1.34** In inventory in the schedule is for just to have an idea of quantum of work. However, this may differ from time to time. If any additional / alteration in the installed inventory is found / made after award of work then contractor shall be bound to maintain in the same within the quoted rates under same scope of work and term and conditions.
- 1.35** Contractor would be bound to execute such additional items which can be termed as logical, essential and necessary (even though not listed in schedule of work) for the effective execution of the work in totality, rates for such items of works shall be rationally analyzed/ derived and would be binding on the contractor.
- 1.36** The contractor shall submit proof for the genuineness of the materials supplied (if any), like copies of cash memos / bills/challan etc.
- 1.37** All the staff deputed by the contractor shall be responsibility of the contractor and Embassy will not entertain any Liabilities / responsibilities at any stage for staff deployed by the firm /contractor. All materials have to be got approved by the JE-in-charge before use at site.

- 1.38** All the minor items such as cotton waste, grease, old dhoti, Gland dori, soot, safeda, grease, petroleum jelly, PVC Tapes, stationary items/printed stationary like logbook etc. shall be arranged by the contractor for which nothing extra shall be paid.
- 1.39** Log book as per standard Performa will have to be filled in by the contractor's staff. The log books shall be kept in the sub-station which may be checked any time by JE-in charge, and higher officers.
- 1.40** All dismantle materials shall be returned back by the contractor to the department at the store of JE-in-charge otherwise necessary recovery shall be made, which will be final and binding at contractor

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**Section-IV**

**2 Scope of Work**

Operation & Maintenance of Sub-Station and Operation of DG Set

**1. Details of Equipments/Inventories**

**(A) Outdoor Switch Yard**

Double Pole Structure with gong operated switch, lightning arrestors, Fuses and Misc. items

**(B) Sub-Station- I**

- (i) 1 x 1000 KVA & 1 x 800KVA Transformers, HT panel, LT panel, capacitor panels and all other related accessories
- (ii) 2 x 325 KVA & 1 x 500 KVA D.G. Set with AMF and Distribution panel.

**(C) Sub-Station- II**

- (i) 2 x 1000 KVA Transformers, HT panel, LT panel, capacitor panels and all other related accessories
- (ii) 2 x 325 KVA & 1 x 500 KVA D.G. Set with AMF and Distribution panel.

**2. Details of Manpower to be deployed at site**

**(A) Sub-Station - I**

- (i) Wireman/Operator - 3 Nos in round the clock basis (1 No. in each shift) on all days including Sundays & Holidays.

**(B) Sub-Station - II**

- (i) Wireman/Operator - 3 Nos in round the clock (1 No. in each shift) on all days including Sundays & Holidays.

Shift timings can be changed as per the requirement at site and decision of the JE  
- in -charge

- (C) Electrical Engineer - 1Nos.** for supervising, monitoring and providing technical inputs related to various E&M services installed in the Embassy complex to the Wireman/Operators, operating the substations and DG sets. The normal working hours for the Engineer shall be 09:00 am to 05:30pm (0.5 hrs. lunch duration) on all working days of the Embassy. (In case of any Emergency he should be available on call 24x7 and shall reach the embassy within an hour to attend the situation.)

### 3. Qualification of deputed Manpower

- i) Operator should have valid Wireman License/electrical workman license/Electrician license issued by the competent authority for the appropriate class.
  - ii) **Electrical Engineer shall have diploma in electrical engineering with 05 years of experience in handling Electrical operations or graduate degree in electrical engineering with 03 years of experience in handling Electrical operations.**
4. The contractor will have to maintain all the installation/ equipments as stated proper working condition.
  5. The contractor will have to depute additional skilled labour as per need to attend a fault beyond the competency of the staff deployed for which nothing extra shall be paid.
  6. The contractor will have to maintain registers for all the checks and faults with date and time of all equipments at site and the firm has to arrange the log book within their quoted rates & nothing extra shall be paid on account of this. These registers will be checked by the JE-in-charge.
  7. The Minor material such as soap, duster, broom, old dhoti, cotton waste, fuse wire, PVC tape, Grease, M. oil, test lamp, torch etc. shall be arranged by the contractor within their quoted rates & nothing extra shall be paid on account of this.
  8. In case of minor repairs/ replace required such as nut bolt, fuse wire, connecting wire, distilled water, petroleum jelly, thimbles etc. the contractor shall arrange the same within quoted rate & nothing extra shall be paid on account of this. However major repairing not covered in the scope of work.
  11. In case of electrical supply failure, the contractor or his worker available on duty shall record in brief action taken in this regard with supply agency for the restoration of supply.
  12. In case of any problem arising in equipments/installations at site, the contractor has to arrange the Expert or any other assistance required as and when and as per need of site or as per the direction of JE-in-charge within the quoted amount for which nothing extra will be paid.

### 13. MAINTENANCE SCHEDULE FOR SUBSTATIONS:

The following activities are within the scope of work:

- a) Follow all safety procedure during maintenance activities.
- b) Only Authorised persons should be permitted to handle electrical equipment. Names of Authorised persons should be displayed in the main MV panel room when maintenance activities are performed, another person should accompany the one carrying out the tasks.
- c) ON LINE maintenance should not be undertaken in sub-stations. It must be ensured that supply lines concerned are isolated and proved isolated, considering also any likely back feeding. Caution boards should be displayed while doing maintenance works so as to avoid accidental switching on.

- d) Supplement this schedule with recommendations of manufacturers of the respective equipments. Proper record of every maintenance activity must be kept as per this Schedule of maintenance. Result of all tests must be also recorded therein. However, if there is any repair or replacement done, the same should be recorded in the History Book.
- e) Logging of instruments Instruments may be logged daily, only in attended substations. In the case of unattended substations, logging should be done every month or at shorter intervals as feasible. As far as possible logging may be done in peak loading time, so as to monitor the pattern of loading. Periods of power cuts and shut downs should be indicated in attached substations. Logging is needed for voltage (HV/MV/battery), current (HV, MV/battery), power (MD), temperature (max.) of oil, ambient temperature and pf (and frequency meter is already installed). Load on each outgoing feeder may be checked by clip on ammeter/tong tester, once in every quarter, preferable during peak seasons, so that redistribution, if any needed among the feeders could be further examined and effected.
- f) Observe for any abnormal noise, vibration, smell (usually due to overheating), excess temperature etc. if so, investigate the reason immediately. Radiators of transformers, LT bus bar chamber, and LT SFU/ FSUs and main LT cables (near terminations) may be touched externally to feel any undue heating. Apart from smell, the shine of PVC may reduce due to local heating. Compound may expand and come out of cable boxes due to local heating in compound filled cable terminators (usually old installations). Arcing contacts and main contacts should then be similarly examined. Do not use abrasive paper to clean the contacts, if there is any residue/ pitting. Check the architects to be intact, clean and without any obstructions. Mechanical linkages should be lubricated, wherever required. Test for free movements of all operations.
- h) In the case of electrically operated breakers, meggar test the motor/ solenoid and check for their free movement. Lubricate as necessary In the case of outdoor gang operated switch, free operation of the switch (and proper alignment of all the 3 phases) should be checked. Check that the HRC fuses are in position, and that safety interlock (with the front cover) is operational. Connections at bus bars, bus ducts and switchgear (including control wiring) should be checked. Tighten as required. Clean the supports and look for any possibilities of tracking on surface. Relays should be tested and setting checked. Relay coil insulation should be checked with LT meggar. Plug opening/ hole (if any) in switchboards, effectively. Meggar test the panel, and check the interior to be free from any foreign matter (like cotton waste/ flint, dislodged nuts/ washers/ cut tapes etc.) before energizing again.
- i) Check of safety items & others Check of safety items (insulating mat, caution boards, danger boards, first aid kit, fire protection items, Resuscitator (where provided), first aid chart etc.
- j) Check also whether telephone numbers of officers, supply agency (licensee), fire brigade and hospital are displayed on a painted board in MV panel room.
- k) Check that the correct schematic diagram of distribution is displayed in MV panel room. Test the earth resistance of each electrode (Preferably during summer); and also the integrity of earth connections. Where the substation building is single storied, inspect the roof and roof drain before monsoon, so as to avoid water stagnation.
- l) Check the cable ducts to be free from extraneous items (rubbish/ water) and that duct covers are intact.
- m) The staff shall clean the dry type transformers by blower once in every 3 months after taking shutdown. The tightening of cable terminations and bus trunking termination shall be checked once immediately after award of the



work and after every 6 months. The bus trunking from transformer to LT panel and other bus trunkings, all LT Panels, Other equipment shall be cleaned completely including tightening of all busbars, cable terminations once in 6 months.

- n) Following work to be done once immediately after award of the work and after every 6 months for servicing, maintenance of HT, LT, Transformer within the scope of works of under various items. Nothing extra shall be paid.
- (i). Testing of IDMT relays shall be done & result shall be recorded for verification by Department.
  - (ii) Dismantling of assembly, arcing chamber contacts, cross bar assembly along with moving contacts, checking and de-carbonizing fixed contacts (finger) & current carrying part of Circuit Breaker trolley and insulator assembly.
  - (iii) Setting of fixed contacts for proper contacts pressure, cleaning and reassembling of contacts, arcing chamber, baffle pot, cross bar assembly with arcing contact.
  - (iv) Checking of Circuit Breaker insulator assembly and bushing i/c repairing with para plast compound/keffar cement etc as regd.
  - (v) Setting adjustment of contact travel and proper operation of circuit breaker.
  - (vi) Checking, servicing of mechanism operation for proper setting of auxiliary contacts operation.
  - (vii) Checking, making good of lowering and raising operation of trolley i/c lubrication of moving parts of HT panels, hoist shutter gear assembly, auxiliary contacts, main contacts etc.
  - (viii) Checking setting of arm movement of trolley in the housing i/c proper operation, closing of shutter gear etc as required.
  - (ix) Checking insulation resistance of trolley bushing with 5 KV meggar.
  - (x) Checking and making good of tripping system electrically, manually and making good ON/OFF indicating system.
- o) Proper record of every maintenance activity must be kept as per this Schedule of maintenance. Result of all tests must be also recorded therein.
- p) Check the level of oil in conservator tank. Arrange to top up with dry, tested oil, if necessary. Do not over fill beyond limit level so as to allow expansion of oil when warm. Oil should not split into the breather. Investigate the reason if the level changes too often.
- q) Examine the moving isolating contacts for pitting or sputtering. If so, examine the fixed contact as well. This problem may arise due to bad alignment of contacts. Sometimes, these may be hardened grease, this will require cleaning by suitable solvent and regreasing with approved type of grease.
- r) Mechanical linkages should be lubricated, wherever required. Test for free movement of all operations. In the case of electrically operated breakers, meggar test the motor/solenoid and check for their free movement Lubricate if necessary.
- s) Connections at bus bars, bus ducts and switch gear (including control wiring) should be checked. Tighten as required. Clean the supports and look for any possibilities of tracking on surface
- t) Relays should be tested and settings checked. Relay coil insulation should be checked with LT meggar.
- u) Check the trip battery performance from log book readings and charging system for satisfactory condition.
- v) Checking of bus bar assembly, front and rear after removing the insulation, cleaning, drying and tightening the nut-bolts i/c replacement of defective hardware, reinsulating the joints with proper compound and tape etc as regd.



## Annual maintenance of various makes of D.G. Sets

1. Contractor will arrange for following visit in equally spread manner in 12 months.
  - (i) Mechanical Expert visit.
  - (ii) Electrical Expert Visit. (12 Visit Equally Spread)
2. In addition to above visits, any no. of breakdown complaints are to be attended within four hrs. within the scope of work for which nothing extra shall be paid.
3. Service shall be available on 24hr. X 7 days basis.
4. Following check to be carried out during visit:-
  - (a) General checkup and preventing maintenance and fill up preventive checking schedule for each machine
  - (b) Checking of engine for smooth running, its unusual sound and colour of smoke from exhaust.
  - (c) Carrying out B & C check & setting valves tappets as and when required.
  - (d) Checking accessories drive. Turbo charges and crank shaft and play (whenever required.)
  - (e) Checking of battery terminal and cleaning of sulphation.
  - (f) Checking of throttle Control.
  - (g) Checking of alignment of engine and alternator (whenever required.)
  - (h) Checking of instrument on instrument panel.
  - (i) Checking of wiring system for loose connection.
  - (j) Proper maintenance of relays, contractors in control panel.
  - (k) Check for proper closing main Breaker (Relay/MCCB/ACB).
  - (l) Diagnosis of fault in engine and alternator and its rectification within the scope of this contract.
  - (m) Checking of rotating diodes assembly in brushless alternator.

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**Section-V**

**3 Schedule of Quantity**

S. No.	Description of Item	Qty.	Unit	Rate	Amount
1	Providing services of running operation and routine maintenance of Electric sub-station 'I' having 1 x 1000 KVA & 1X 630 KVA Transformers, HT panels, LT panels, capacitor panels and all other related accessories and 2x325 KVA & 1x 500 KVA D.G. Set with AMF and Distribution panel installed at Sub-Station 'I', Embassy of India, Kathmandu by deploying manpower on monthly basis, round the clock in 3 shifts (8hrs each) on all days including Sundays & Holidays as per scope of work, terms and conditions complete as required. <b>(a) Wireman/Operator - 3 Nos. per day</b>	12	Job-Month		
2	Providing services of running operation and routine maintenance of Electric sub-station 'II' having 2 x 1000 KVA Transformers, HT panels, LT panels, capacitor panels and all other related accessories and 2x325 KVA & 1 x 500 KVA D.G. Set with AMF and Distribution panel installed at Sub-Station 'II', Embassy of India, Kathmandu by deploying following manpower on monthly basis, in round the clock in 3 shifts (8hrs each) on all days including Sundays & Holidays as per scope of work, terms and conditions complete as required. <b>(a) Wireman/Operator - 3 Nos. per day</b>	12	Job-Month		
3	<b>(a) Electrical Engineer - 1Nos.</b> for supervising, monitoring and providing technical inputs to the <b>Wireman/Operator, operating the substations and DG sets. The normal working hours for the Engineer shall be 09:00 am to 05:30 pm (0.5 hrs. lunch duration) on all working days of the Embassy.</b> <b>(In case of any Emergency he should be available on call 24x7 and shall reach the embassy within an hour to attend the situation.)</b>	12	Job-month		
4	Annual Service & comprehensive maintenance of a) All the items operated at Substation 'I' & 'II' b) All the DG sets and its related panels	01	Job		

	<p>and accessories.</p> <p>c) All the HT &amp; LT panels, feeder pillars installed at various location in the embassy. <b>(may be verified by the bidder before quoting)</b></p>				
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**Note:** Please refer to Section-I of the document

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.

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.

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.

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.

Before bidding, the bidder is requested to verify the scope of work by visiting the site and shall submit all inclusive bids required for completing the scope of work. Nothing extra shall be paid to the contractor for any work specified in the scope.

All the parts requiring repair/refurbishing shall be done by the bidder and is to be considered in the bid, the purchase of major parts of the equipment etc. for repair is not part of the bid and shall be provided by the Embassy based on actual requirement.

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**Section-VI**

**4 Form of Tender**

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

TO: Ambassador of India in,  
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:

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**Section-VII**

**1. Bank Guarantee Proforma for EMD**

Bank Guarantee No.....

Brief description of contract: **“AMC for operation and maintenance of electrical equipments/transformers and 06 nos. DG sets at Sub-station I & II at the Embassy of India, Kathmandu, Nepal”.**

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 **“AMC for operation and maintenance of electrical equipments/transformers and 06 nos. DG sets at Sub-station I & II at the Embassy of India, Kathmandu, Nepal”** and one of the tender conditions is for the M/s (**Name of Contractor with address**)\_\_\_\_\_ to submit a Bank Guarantee for Earnest Money Deposit amounting to **NPR 89,500/-**. In fulfilment of the tender conditions, we, (**Name of Bank with address**)\_\_\_\_\_ hereby irrevocably and unconditionally undertake to pay to you within three working days of receipt of your first written demand, without any demur whatsoever and without seeking any reasons, whatsoever, up to the maximum aggregate amount of **NPR 89,500/-**.

2. This guarantee is valid for a period of 180 (One hundred and eighty) Days 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 **NPR 89,500/-**.

4. Notwithstanding anything to the contrary contained hereinabove, this guarantee is valid from (**date of issue**)\_\_\_\_\_ up to the (**date after 180 days from date of issue**) \_\_\_\_\_ and claims under this guarantee should be submitted not later than (**date after 180 Days from date of issue**)\_\_\_\_\_.

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 (**Name of the Country**)\_\_\_\_\_ and is governed by the United Rule for Demand Guarantee(URDG) (ICC Publication No.758) and shall be subject to exclusive Jurisdiction of the (**Name of the Country**)\_\_\_\_\_ Courts.

Date:  
Name:

Place:  
Signature:

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**Section-VIII**

**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

**TENDER FOR SELECTING CONTRACTOR  
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**Bank Guarantee Proforma for Performance Security**

Bank Guarantee No.....

Brief description of contract: **AMC for operation and maintenance of electrical equipments/transformers and 06 nos. DG sets at Sub-station I & II at the Embassy of India, Kathmandu, Nepal.**

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 : **AMC for operation and maintenance of electrical equipments/transformers and 06 nos. DG sets at Sub-station I & II at the Embassy of India, Kathmandu, Nepal**, 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 within three working days of receipt of your first written demand, without any demur whatsoever and without seeking any reasons, whatsoever, up to the maximum aggregate 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 (**Name of the Country**)\_\_\_\_\_and is governed by the United Rule for Demand Guarantee(URDG) (ICC Publication No.758) and shall be subject to exclusive Jurisdiction of the (**Name of the Country**)\_\_\_\_\_Courts.

Date:  
Name:

Place:  
Signature: