

**EMBASSY OF INDIA**  
**KATHMANDU**

**TENDER ENQUIRY : MPB/ADM/287/06**

Sealed tenders under two bid systems (Technical & Financial) are invited directly from reputed and experienced bidders for procurement of IT Hardware Equipment (Server Computer) for PPO Pokhara as per specification enclosed.

**For Further Information, please visit**

[www.indembkathmandu.gov.in](http://www.indembkathmandu.gov.in) and [www.eprocure.gov.in](http://www.eprocure.gov.in)

Assistant Military Attache (P)  
Military Pension Branch

Phone: 014001787 Fax: 014413034  
Email: [amap.kathmandu@mea.gov.in](mailto:amap.kathmandu@mea.gov.in)

**REQUEST FOR PROPOSAL****EMBASSY OF INDIA  
MILITARY PENSION BRANCH  
KATHMANDU, NEPAL****Invitation of Bids for Supply of IT Hardware Equipment (Server Computer) for  
Pension Paying Office, Pokhara, Nepal****Request for Proposal (RFP) No. MPB/ADM/287/06 Dated 24 Jan 2024**

1. Bids in sealed cover are invited for supply of items listed in Part III of this RFP. 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.
2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below :-
  - (a) Bids/queries to be addressed to: Military Pension Branch, Eol, Kathmandu
  - (b) Postal address for sending the Bids: Military Pension Branch, Eol, Kathmandu
  - (c) Name/designation of the contact personnel: Major NS Kunwar, AMA (P)
  - (d) Telephone numbers of the contact personnel: 014001787.
  - (e) E-mail ids of contact personnel: [amap.kathmandu@mea.gov.in](mailto:amap.kathmandu@mea.gov.in)
  - (f) Fax number: 014413034
3. This RFP is divided into Six 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 items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
  - (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 Format for Price Bids.
  - (f) Part VI – Checklist of documents required for Technical and Financial Bids.
4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any quantity and 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**

**1. Last date and time for depositing the Bids: 1100 hrs 05 Feb 2024**

The sealed Bids both technical and Commercial (separate envelope) should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.

**2. Manner of depositing the Bids:** Sealed Bids should be dropped in the Tender Box in two separate parts, i.e. Technical and Commercial. Technical and Commercial offers will be submitted in separate envelopes marked “Technical Offer” and “Commercial Offer” respectively at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery / non-receipt of Bid documents. Bids sent by FAX or E-mail will not be considered.

**3. Time and date for opening of Technical Bids: 1130 hrs 05 Feb 2024.** 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.

**4. Location of the Tender Box: Embassy of India, Military Pension Branch, Kathmandu, Nepal.** Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.

**5. Place of opening of the Bids:** 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.

**6. Two-Bid system:** 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 compliant/suitable after Technical evaluation is done by the Buyer.

**7. Forwarding of Bids:** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like PAN number, VAT number, Company Registration number, Tax clearance certificate and complete postal & e-mail address of their office.

**8. 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 05 (Five) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.

**9. Pre-Bid Meeting :** A prospective bidder who requires clarification regarding the contents of the bidding documents shall attend a pre-bid meeting which will be held on 29 Jan 2024 at 1200 hrs at the office of Military Pension Branch.

**10. 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 may be sent by fax but it should be followed by a signed confirmation copy to be dropped at the above address and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after 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.

**11. Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for 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.

**12. Rejection of Bids:** Any offer received incomplete or ambiguous is likely to be rejected at the discretion of the Buyer without recourse to further clarifications. The Buyer also reserves the right to seek clarification with one or more Vendors, if considered necessary and also also not accept any offer at all in case they are not reasonable prices. 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.

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

**14. Validity of Bids:** The Bids should remain valid for a minimum of 120 days from the last date of submission of the Bids.

**15. Earnest Money Deposit:** Bidders are required to submit **Earnest Money Deposit (EMD) of 3% of their total cost along with their Technical Bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt or a Bank Guarantee** from any of the public sector banks or a private sector bank authorized to conduct government business as per rule laid down by Government of Nepal. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. 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.

**16. Determination of L-1:** L-1 will be determined on the item wise basic cost + duties & taxes.

**17.** The format for the acceptance to the terms and conditions for the procurement are attached as **Appendix A**. These will be signed by the authorized company representative and stamped with the company stamp.

**18.** You are requested to send your best offer in the office of the undersigned before last date & time of submission of bids. Any offer received after this may be rejected at the discretion of the Buyer.

**19.** Please ensure that this is your best and final offer.

**Note :** Vendors will submit their technical and commercial bids on the original tender document (including its appendices and annexure). Photocopies will not be accepted.

## Part II – Essential Details of Server Computer

1. **List of Requirements** – List of Server Computer required by this office is as under:-

<u>S.No</u>	<u>Items</u>	<u>Qty</u>
(a)	Server Computer	01 Nos

2. **Technical Details:** The server must have high performance computing CPU support, with large local storage capacity and general purpose platform which is ready to run any workload in datacentre. The minimum specification is given below:-

<b>Item</b>	<b>Minimum acceptable specs</b>	
Server Computer	Model	
	Brand	
	Form Factor	2U Rack Mount with Rack Mount Kits and Cable Management Arms
	Chipset	Intel C620 Series
	CPU	(3 <sup>rd</sup> Generation Intel® Xeon® Processor scalable Family) Intel Xeon Silver 4310 2.1G, 12C/24T, 10.4GT/s, 18M Cache, Turbo, HT (120W) DDR4-2666, No Additional Processor required
	Processor Socket	2 (Two)
	TMP	Trusted Platform Module 2.0 V3
	Disk Management	PERC H755 SAS Front
	Drive Bays	16 x 2.5" Ready Hot-plug Drive Bays
	Storage Drives	3 x 1.2 TB 10K RPM SAS 12GBPS 2.5" Hotplug HDD
	Memory	Supports DDR4 Intel Optance Persistent Memory 200 Series up to 3200MT/s 2 x 32GB DDR4 RDIMM, 3200MT/s, Dual Rank
	I/O Ports	IDRAC/VGA/USB/Serial/Network
	Power Supply	Dual, Hot-plug, PSU (1+1), 800W, Mixed Mode
	Remote Management	15G iDRAC9 Enterprise, integrated Dell Remote Access Controller, Enterprise
	Network Ports	Minimum Dual Port with 1GB Network Ports
Software RAID	OS RAID / S150	
NVMe	Up to 24 Drives	

3. **Two-Bid System** - Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. **The Bidders are advised to submit the compliance statement in the following format in their company letter head along with Technical Bid.**

Item	Minimum acceptable specs		Specification of item offered (To be filled by the bidders)		Compliance to required specification (Yes/No)	Remarks
			Make / Model			
Server Computer			Make / Model			
	Model		Model			
	Brand		Brand			
	Form Factor	2U Rack Mount with Rack Mount Kits and Cable Management Arms	Form Factor			
	Chipset	Intel C620 Series	Chipset			
	CPU	(3 <sup>rd</sup> Generation Intel® Xeon® Processor scalable Family) Intel Xeon Silver 4310 2.1G, 12C/24T, 10.4GT/s, 18M Cache, Turbo, HT (120W) DDR4-2666, No Additional Processor required	CPU			
	Processor Socket	2 (Two)	Processor Socket			
	TMP	Trusted Platform Module 2.0 V3	TMP			
	Disk Management	PERC H755 SAS Front	Disk Management			
	Drive Bays	16 x 2.5" Ready Hot-plug Drive Bays	Drive Bays			
Storage Drives	3 x 1.2 TB 10K RPM SAS 12GBPS 2.5" Hot-plug HDD	Storage Drives				

Item	Minimum acceptable specs		Specification of item offered (To be filled by the bidders)		Compliance to required specification (Yes/No)	Remarks
	Memory	Supports DDR4 Intel Optance Persistent Memory 200 Series up to 3200MT/s 2 x 32GB DDR4 RDIMM, 3200MT/s, Dual Rank	Memory			
	I/O Ports	IDRAC/VGA/USB/Serial/Network	I/O Ports			
	Power Supply	Dual, Hot-plug, PSU (1+1), 800W, Mixed Mode	Power Supply			
	Remote Management	15G iDRAC9 Enterprise, integrated Dell Remote Access Controller, Enterprise	Remote Management			
	Network Ports	Minimum Dual Port with 1GB Network Ports	Network Ports			
	Software RAID	OS RAID / S150	Software RAID			
	NVMe	Up to 24 Drivs	NVMe			
	Warranty		Warranty			

4. **Delivery Period** - Delivery period for supply of items would be two week from the effective date of contract. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer.

### **Part III – Standard Conditions of RFP**

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).
4. **Penalty for use of Undue influence:** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
5. **Agents / Agency Commission:** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees,



commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

6. **Access to Books of Accounts:** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

7. **Non-disclosure of Contract documents:** Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. **Liquidated Damages:** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

9. **Termination of Contract:** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases :-

(a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than (one month) after the scheduled date of delivery.

(b) The Seller is declared bankrupt or becomes insolvent.

(c) The delivery of material is delayed due to causes of Force Majeure by more than (one month) provided Force Majeure clause is included in contract.

(d) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

(e) As per decision of the Arbitration Tribunal.

10. **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by registered prepaid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Sub-letting:** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

12. **Patents and other Industrial Property Rights:** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

13. **Amendments:** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14. **Taxes and Duties**

(a) **In respect of Foreign Bidders:** All taxes, duties, levies and charges which are to be paid for the delivery of goods, including advance samples, shall be paid by the parties under the present contract in their respective countries.

(b) **In respect of Indigenous bidders**

(i) **General**

(aa). If Bidder desires to ask for excise duty or Sales Tax / VAT extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

(ab) If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entrained after the opening of tenders.

(ac) If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.

(ad) If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

(ae) Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

**ii) Customs Duty**

(aa) For imported stores offered against forward delivery, the Bidder shall quote prices thereof exclusive of customs duty. The Bidder shall specify separately the C.I.F. prices and total amount of customs duty payable. They will also indicate correctly the rate of customs duty applicable along with Indian Customs Tariff Number. Customs duty as actually paid will be reimbursed on production of necessary documents i.e. (i) Triplicate copy of the bill of entry; (ii) copy of bill of lading; (iii) a copy of foreign principal's invoice. However, if the Bidder imports the stores in question against his own commercial quota Import Licences, he will also be required to submit in addition the triplicate copy of bills of entry etc. a certificate from his Internal Auditor on the bill itself, to the effect that the following items/quantity in the bill of entry related to the stores imported against Defence Buyer.

(ab) Subsequent to the reimbursement of customs duty, the Bidder will submit to the concerned Payment Authority a certificate to the effect that he has not obtained any refund of customs duty subsequent to the payment of duty to the Customs authority by him. In addition, he shall also submit to the Paying Authority concerned a certificate immediately after a period of three months from the date of payment of the duty to customs authorities to the effect that he has not applied for refund of the customs duty subsequent to the payment of duty to the customs authorities by him.

(ac) In case the Bidder obtains any refund of customs duty, subsequently to the payment of the same by him to the customs authorities and reimbursement of the customs duty to him by the Payment Authority, he should forthwith furnish the details of the refund obtained and afford full credit of the same to the Buyer.

**iii) Excise Duty**

(aa) Where the excise duty is payable on advalorem basis, the Bidder should submit along with the tender, the relevant form and the Manufacturer's price list showing the actual assessable value of the stores as approved by the Excise authorities.

(ab) Bidders should note that in case any refund of excise duty is granted to them by Excise authorities in respect of Stores supplied under the contract, they will pass on the credit to the Buyer immediately along with a certificate that the credit so passed on relates to the Excise Duty, originally paid for the stores supplied under the contract. In case of their failure to do so, within 10 days of the issue of the excise

duty refund orders to them by the Excise Authorities the Buyer would be empowered to deduct a sum equivalent to the amount refunded by the Excise Authorities without any further reference to them from any of their outstanding bills against the contract or any other pending Government Contract and that no disputes on this account would be raised by them.

(ac) The Seller is also required to furnish to the Paying Authority the following certificates:

(aaa) Certificate with each bill to the effect that no refund has been obtained in respect of the reimbursement of excise duty made to the Seller during three months immediately preceding the date of the claim covered by the relevant bill.

(bbb) Certificate as to whether refunds have been obtained or applied for by them or not in the preceding financial year after the annual Audit of their accounts also indicating details of such refunds/applications, if any.

(ccc) A certificate along with the final payment bills of the Seller to the effect whether or not they have any pending appeal/protest for refund or partial refund of excise duties already reimbursed to the Seller by the Government pending with the Excise authorities and if so, the nature, the amount involved, and the position of such appeals.

(ddd) An undertaking to the effect that in case it is detected by the Government that any refund from Excise Authority was obtained by the Seller after obtaining reimbursement from the Paying Authority, and if the same is not immediately refunded by the Seller to the Paying Authority giving details and particulars of the transactions, Paying Authority will have full authority to recover such amounts from the Seller's outstanding bills against that particular contract or any other pending Government contracts and that no dispute on this account would be raised by the Seller.

(eee) Unless otherwise specifically agreed to in terms of the contract, the Buyer shall not be liable for any claim on account of fresh imposition and/or increase of Excise Duty on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.

**iv) Sales Tax / VAT**

(aa) If it is desired by the Bidder to ask for Sales tax / VAT to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of sales tax and no liability of sales tax will be developed upon the Buyer.

(ab) On the Bids quoting sales tax extra, the rate and the nature of Sales Tax applicable at the time of supply should be shown separately. Sales tax will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax and the same is payable as per the terms of the contract.

v) **Octroi Duty & Local Taxes**

(aa) Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorised officer. Seller should ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.

(ab) In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or bylaws/ notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

#### **Part IV – Special Conditions of RFP**

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. **Performance Guarantee:** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).
2. **Advance Payments:** No advance payment(s) will be made.
3. **Fall clause of a successful bidder:** The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons/Organisation including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed. b. If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organisation including the Buyer or any Deptt, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced.
4. **Risk & Expense clause:**
  - (a) Should the stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.
  - (b) Should the stores or any installment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.
  - (c) In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-

(i) Such default.

(ii) In the event of the contract being wholly determined the balance of the stores remaining to be delivered thereunder.

(d) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed 10 % of the value of the contract.”

## 5. **Force Majeure clause**

(a) Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

6. **Specification:** The following Specification clause will form part of the contract placed on successful Bidder - The Seller guarantees to meet the specifications as per Part-II of RFP and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer Services as per modifications/requirements recommended after the Maintenance Evaluation Trials. All technical literature and drawings shall be amended as the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical upgradation/alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenisation or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques alongwith necessary tools as a result of upgradation/alterations will be provided to the Buyer free of cost within **07 days** of affecting such upgradation/alterations.

7. **OEM Certificate:** In case the Bidder is not the OEM, the agreement certificate with the OEM for sourcing the spares shall be mandatory. However, where OEMs do not exist, minor aggregates and spares can be sourced from authorized vendors subject to quality certification.

8. **Export License:** The Bidders are to confirm that they have requisite export license from their Government and Authorization from the manufacturing plant, in case they are not the OEM, to export the military / non-military goods to India.

9. **Transportation:** The Seller will bear the cost and freight necessary to deliver the items to the location of installation where necessary.

10. **Warranty and Maintenance Backup:** Except and otherwise provided in the invitation tender, the Seller hereby declares that the goods, stores articles sold/supplied to the Buyer under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/mentioned in contract. The seller hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of 24 months from the date of delivery of the said goods/stores/articles to the Buyer or 36 months from the date of dispatch from the Seller's works whichever is earlier and that notwithstanding the fact that the Buyer may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of 24/36 months the said goods/stores/articles be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated, and the decision of the Buyer in that behalf shall be final and binding on the Seller and the Buyer shall be entitled to call upon the Seller to rectify the goods/stores/articles or such portion thereof as is found to be defective by the Buyer within a reasonable period, or such specified period as may be allowed by the Buyer in his discretion on application made thereof by the Seller, and in such an event, the above period shall apply to the goods/stores/articles rectified from the date of rectification mentioned in warranty thereof, otherwise the Seller shall pay to the Buyer such compensation as may arise by reason of the breach of the warranty therein contained.

(a) **Warranty:** You will undertake to provide **two years warranty** for the complete system commencing on the date of acceptance. During warranty you will repair/replace without any cost any equipment/part/accessory, which becomes defective except items of a consumables nature. During the warranty period all warranty benefits received by you from the OEMs, for any equipment pertaining to third parties will be passed on in toto to the Customer.

(b) **Conditions during Warranty:** The systems should fulfill the following conditions during warranty:-

(i) Any failure in the system or a subsystem thereof should be rectified within a maximum period of 48 hours of lodging a complaint.

(ii) If the system is down beyond 7 Days, penalty at the rate of Rs. 250/- IC (Rs two hundred and fifty only) per day per system will be charged or received out of the Bank Guarantee held toward warranty. In case of any system/sub system being down for more than seven working days, user has the option to get it repaired from any suitable agency at the risk and cost of vendor which will be deducted from the Bank Guarantee due to vendor.

(iii) Any system failing at subsystem level three times within a period of three months or displaying chronic faulty behavior or manufacturing defects or quality control problems will be totally replaced by the vendor at his risk and cost within 30 days of being intimated.



(c) **Spares and Consumables:** You will guarantee to provide 90% uptime for the system during the warranty. Methodology for calculation of downtime will be worked out jointly between the vendor and the user at the time of placing the order. In case of failure to maintain specified uptime the proportionate loss to the government will be made good by the vendor. Alternatively warranty may be extended by the duration for which the company has been unable to provide specified uptime. The discretion to exercise either of these options lies with the Customer. Bank guarantee submitted as performance guarantee will be extended accordingly in case of extension of warranty period.

11. **Repeat Order Clause:** The contract will have a Repeat Order Clause, wherein the Buyer can order upto 50% quantity of the items under the present contract within six months from the date of supply/successful completion of this contract, the cost, terms and conditions remaining the same. The bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.

## **Part V – Evaluation Criteria & Price Bid issues**

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

(a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.

(b) 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 of the equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.

(c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows:

(i) In cases where only indigenous Bidders are competing, all taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.

(ii) In cases where both foreign and indigenous Bidders are competing, following criteria would be followed.

(ii) In case of foreign Bidders, the basic cost (CIF) quoted by them would be the basis for the purpose of comparison of various tenders.

(iv) In case of indigenous Bidders, excise duty on fully formed equipment would be offloaded.

(v) Sales tax and other local levies, i.e. octroi, entry tax etc would be ignored in case of indigenous Bidders.

(d) The Bidders are required to spell out the rates of Customs duty, Excise duty, VAT, Service Tax, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty / Excise Duty / VAT is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entailed after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs duty / Excise Duty / VAT duty upto any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of Customs duty / Excise Duty / VAT, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the

item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and VAT also.

(e) In import cases, all the foreign quotes will be brought to a common denomination in Indian Rupees by adopting the exchange rate as BC Selling rate of the State Bank of India on the date of the opening of Price Bids.

(f) 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 will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

(g) 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.

(h) Any other criteria as applicable to suit a particular case.

2. **Price Bid Format:** The Price Bid Format is given below and Bidders are required to fill this up correctly with full details only if the technical specification is fully complied as per the requirement of this office:

<b>Basic cost of the item</b>				
<b>S/N</b>	<b>Item Name</b>	<b>Qty</b>	<b>Unit Price (In NRs)</b>	<b>Total (In NRs)</b>
(a)	Server Computer	01 Nos		
(b)	Accessories			
(c)	Installation/Commissioning Charges			
(d)	Training			
(e)	Technical Literature			
(f)	Tools			
(g)	Any other item			
(h)	Is Excise Duty Extra?			
(j)	Is VAT extra			
(k)	Is Service Tax extra?			
(l)	Is Custom Duty Exemption (CDE) required			
(m)	Octroi/ Entry taxes			
(n)	Any other Taxes/ Duties/ Overheads/ Other costs			
	<b>Grand Total including all taxes and duties</b>			

Company Seal

Date:

(Authorized Signatory of Company)

**Appendix A**

(Ref to Para 17 of Part-I of RFP)

**ACCEPTANCE TO TERMS AND CONDITIONS**  
**PROCUREMENT OF SERVER COMPUTER ITEM**

1. **Validity:** Prices are valid upto \_\_\_\_\_ (fill date). **(Minimun 120 days from the date of opening of tenders at Embassy of India, Military Pension Branch.**

**CERTIFICATE**

It is certified that all the terms and conditions as laid in the tender and its appendices are accepted by the company and we will abide by them. It is further certified that any cost incurred on additional hardware required to complete the integrated project would be borne by us.

Company Seal

(Authorised Signatory of Company)

Place: \_\_\_\_\_

Date: \_\_\_\_\_

## **Part VI – Checklist of essential documents required for Technical & Financial Bids**

### **1. CHECKLIST OF ESSENTIAL DOCUMENTS REQUIRED FOR TECHNICAL BIDS**

<b>Ser No</b>	<b>Technical Documents</b>	<b>YES/NO</b>
(a)	Bank Guarantee / Demand Draft	
(b)	RFP Form duly signed and stamped (Part 1 to 4) along with its appendix	
(c)	Company Registration Certificate	
(d)	Pan Registration Certificate	
(e)	Tax Clearance Certificate	
(f)	Non conviction Certificate	
(g)	Recent comparative order of the items supplied in an Govt / reputed institution and complete postal & email of their office.	

### **2. CHECKLIST OF ESSENTIAL DOCUMENTS REQUIRED FOR FINANCIAL BIDS**

<b>Ser No</b>	<b>Financial Documents</b>	<b>YES/NO</b>
(a)	RFP Form duly signed and stamped (Part V)	