



**TENDER DOCUMENT FOR ANNUAL MAINTENANCE CONTRACT FOR OPERATION,
REPAIRING, SERVICING AND MAINTENANCE OF EPABX SYSTEM AND TELEPHONE LINES IN
THE PREMISES OF EMBASSY OF INDIA, KATHMANDU (NEPAL)**

No: Kat/Adm/868/01/2023

**ESTABLISHMENT SECTION,
EMBASSY OF INDIA
KAPURDHARA MARG
KATHMANDU, NEPAL
+977-1-4411851
estt.kathmandu@mea.gov.in**

LIST OF DOCUMENTS IN THE TENDER FORM

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Important dates relating to the tender are as follows:

S. No.	Particulars	Date
i.	Bid Document Download start date	29.06.2023
ii.	Clarification Start Date	29.06.2023
iii.	Clarification End Date	19.07.2023
iv.	Bid Submission Start Date	29.06.2023
v.	Bid Submission End Date	19.07.2023
vi.	Technical Bids Opening Date	20.07.2023
vii.	Financial Bid Opening Date	Will be communicated

**APPLICATION LETTER
(Specimen)**

To

**Head of Chancery
Embassy of India
Kapurdhara Marg,
Kathmandu, Nepal**

Subject: Annual Maintenance Contract (AMC) for operation, repair, servicing and maintenance of EPABX system and telephone lines in the premises of Embassy of India, Kathmandu.

Dear Sir,

In response to your Tender Notice No. Kat/Adm/868/01/2023 dated 29 June, 2023 for the above mentioned contract, I/We, a Private/Public Ltd Company / Partnership / Sole Proprietor submit the bids with the following particulars:

S. No.	Description	Particulars
1	Name of the Firm	
2	Year of establishment	
3	Registration No with a copy of registration certificate	
4	Registered Postal Address	
5	(a) Telephone No. (office) (b) email (c) Mobile No. (d) Website address, if any	
6	Address of branches , if any	
7	Name and address of proprietor executive director of the company (a) Mobile No. (b) email	
8	(a) Name & designation of authorized signatory (b) Address for communication	

	(c) Contact details (Mobile, email etc)	
9	Annual Turnover for last three financial years	
(i)		
(ii)		
(iii)		
10	List of major clients	
(i)		
(ii)		
(iii)		
(iv)		
(v)		
10	Any other information or document which may help in assessing bidder's abilities	

Having acquired the requisite information related to the subject work after site inspection and examining the form of contract, nature, quantum of work as affecting the tender invited by on behalf of the Embassy of India, Kathmandu; I/We, the undersigned hereby offer for the above work in the Embassy of India, Kathmandu, strictly in accordance with the terms and conditions as indicated by you in the said document. I/We have read the tender conditions thoroughly and agree to them.

Thanking you,

Yours faithfully

(Bidder's name & signature with stamp)

**Embassy of India
Kathmandu**

NOTICE INVITING BIDS

Embassy of India invites sealed and separate tenders under two bid systems (Technical & Financial Bid) from established/reputed agencies for Annual Maintenance Contract for operation, repair, servicing & maintenance of EPABX system and telephone lines, installed at Embassy of India, Kathmandu. The contract shall initially be for a period of one (1) year which can be further extended for two more years on year to year basis upon requirement and mutual consent, at the same terms, conditions & charges.

2. The last date of receipt of offer in sealed envelope is on or before 19 July, 2023 up to 1700 hrs. Tender documents are available on our website www.indembkathmandu.gov.in and www.eprocure.gov.in. Details can also be collected from Establishment Section, Tel 01-4411851.

3. The bids shall remain valid for 180 days from the date of opening of technical bids. Any future clarification and /or corrigendum(s) shall be communicated through '**Tender Notice**' section on the Embassy website www.indembkathmandu.gov.in

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

Kat/Estt/868/01/2023 dt. 19 July, 2023

Sd/-
Head of Chancery

1. General Scope of Work:-

The Annual Maintenance Contract (AMC) shall cover but not limited to:

- i. Smooth operation of EPABX system,
- ii. Repairing & maintenance of EPABX system, analog & digital telephone lines, NTL telephone lines etc;
- iii. Repairing & maintenance of all telephone instruments, installed in various offices and residences of Embassy officers/officials;
- iv. Repair & maintenance of entire telephone network of the Embassy including cabling & MDF etc.
- v. Laying of cables for new connections, if required.
- vi. Transfer of incoming calls to the respective Wing whenever required.
- vii. Coordination with Nepal Telecom for new connections & settlement of their bills etc.
- viii. Under the contract, the agency shall provide one dedicated technician who shall remain present during office hours in the Embassy on all working days and during holidays, whenever required.

2. Prequalification/Evaluation/Exclusion Criteria:

Sl	Particulars	Details
2.1	Experience	(a) The company/contractor should have minimum three years' experience in the field of operation and maintenance of communication system (b) Preference will be given to those company/contractor which has experience in working with Diplomatic Missions/Govt. Departments/ reputed Hotels etc.
2.2	Registration No.	The company/contractor should have a valid Registration Number either in India and/or Nepal. However, the agency should have office establishment in Nepal. Documentary proof needs to be attached.
2.3	Turnover	The contractor should have a minimum turnover of NPR 10 lakh per year or equivalent in Indian Rupees during last three financial years.
2.4	Local Wages Rules	Declaration that company pays minimum wages to its employees in accordance with the local laws.
2.5	VAT	Certificate that company/contractor pays VAT regularly and their VAT dues are cleared either in India and/or Nepal
2.6	The bid of any tenderer who has not complied with one or more of the conditions of eligibility criteria and / or fail to submit the required documents as required / or mentioned in tender document are liable to be summarily rejected.	
2.7	The Embassy reserves the right to reject any or all tenders, wholly or partly or close the tender	

at any stage prior to the award of contract without assigning any reason whatsoever.

NOTE: Unprecedented situation: If after opening of financial bids it is found that there are more than one lowest bidders, in that case preference will be given to those contractor which scores more evaluation marks in the technical bids.

3. General Terms & Conditions of Contract (GCC)

- i. The technician deployed shall be Indian or Nepali citizen only and shall be required to report on all working days at 0900 hrs, and if and when required on a non-working day, and shall sign the attendance register everyday. Both technician shall be under control and supervision of Head of Chancery, Embassy of India, Kathmandu hereinafter referred to as the Coordinator or any other person authorized by him.
- ii. The agency shall not change deployed technician without approval of the coordinator.
- iii. Before deployment of technician, the agency shall collect their background details and police clearance certificate without which they will not be permitted to enter the Embassy premises.
- iv. The agency shall ensure routine check and maintenance of EPABX system and accessories.
- v. The agency will do preventive maintenance to avoid any major breakdown.
- vi. The contractor shall ensure that technicians are present in appropriate attire and possess valid ID cards on all working days and when required on a non-working day. In case of technicians going on leave, alternate arrangements shall be made well in advance under prior intimation to the coordinator.
- vii. The AMC charges do not include cost of EPABX spares and software etc. Any other material/consumables for upkeep of communication system shall be provided by the Embassy.

4. Earnest Money Deposit

4.1 (i) Each Technical Bid must be accompanied with an Earnest Money Deposit (EMD) of Nrs. 35,000/- (Nepali Rupees thirty five thousands only) or in equivalent Indian Rupees in the form of a Bank Guarantee/Demand Draft only, drawn on any Nationalized/Scheduled Bank in favour of Embassy of India, Kathmandu.

(ii) The Bank Guarantee/DD should be valid for a period of 120 days from the date of opening of Technical Bids.

(iii) The BG/DD should be payable at Kathmandu only.

(iv) EMD must be contained in Envelope I along with Technical Bid only, without which the tender shall not be considered for opening of financial bid.

4.2 Earnest money will be forfeited:

(i) If the bidder withdraws his bid during the period of bid validity.

(ii) In case of the successful bidder, if the bidder fails to sign the contract.

4.3 Refund of Earnest Money Deposit (EMD):

(i) Refund of EMD to the unsuccessful bidders (without interest) shall be made after expiry of the bid validity and latest on or before 30th day after signing of the contract.

(ii) EMD of successful bidder shall be refunded after award of the contract and deposit of Performance Security @ 5% of the total contract value in the form of Bank Guarantee/DD (in the name of Embassy of India, Kathmandu). The Performance Security should be valid till 60 days beyond the contract period. After successful completion of all contractual obligations, the Performance Security (without any interest) shall be refunded.

5. Two Bid System:

5.1 Tender should be submitted in two parts, Part-I (Technical Bid) & Part-II (Financial Bid). Envelope of Part-I should be superscribed as "Technical bid for Annual Maintenance Contract for operation, repair, servicing and maintenance of EPABX system and telephone lines in the premises of Embassy of India, Kathmandu". All relevant documents along with EMD and signed and stamped copy of this tender documents shall be enclosed with the Technical Bid only. Envelope of Part- II should be superscribed as "Financial Bid for Annual Maintenance Contract for operation, repair, servicing and maintenance of EPABX system and telephone lines in the premises of Embassy of India, Kathmandu" and in this envelope, there should be only financial quote.

5.2 Bids should reach before due date of submission of bids. Telex/Facsimile, late or incomplete/conditional bids shall not be accepted.

5.3 Bids having financial quotes in the Technical Bid shall stand rejected.

5.4 The technical bids shall be opened on the appointed date and time. After scrutiny of technical bids, the Embassy shall shortlist the eligible bidders and inform them of the date and time of opening of the Financial Bids.

5.5 All documents submitted shall be numbered and self-attested with the seal of the bidder.

5.6 The rate quoted shall be net (including all taxes/duties) and no discount, free services/offers quotes shall be considered.

5.7 This tender is not transferable.

5.8 Consortium, Joint Venture, subletting, sub-contracting or hiring services of other entity for execution of the Services under this tender is not allowed.

5.9 Mere quoting the lowest rate shall not amount to commitment on the part of Embassy for award of contract.

5.10 In case the date of opening of tender is declared a holiday for unexpected reasons, the tender shall be opened same time on the next working day.

5.11 The Embassy reserves the right to reject one or all of the bids without assigning any reason.

6. Extension of last date at the discretion of the Embassy: The Embassy, may in its discretion extend the last date for submission of the bids and such extension shall be binding on all the Bidders.

Addendum/Corrigendum, if any in this regard, will be published on the Embassy's website www.indembkathmandu.gov.in under the Tender Notice Section and on CPP Portal.

7. Opening of bids: The bids shall be opened at the stipulated dates. All prospective bidders may send their authorized representatives at the time of opening of bids. Their details may be conveyed in advance for smooth entry.

8. Non-Disclosure Agreement and Security Clearance:

i. The selected bidder shall submit a Non-Disclosure Agreement (NDA) after signing the agreement to the effect that the bidder and the personnel deployed by the bidder shall not disclose any information/data which they may obtain/acquire while providing services to the Embassy.

ii. All technicians deployed by the bidder shall require prior security clearance of the Embassy which shall have the right to reject any employee proposed to be deployed by service provider without assigning any reasons. The service provider shall furnish full details of these personnel as may be required to facilitate background checks.

9. Local Conditions:

It shall be the responsibility on part of each tenderer to fully informed/acquainted/familiarized itself with local conditions and factors, which may have any effect on the execution of services to be rendered under the contract. All tenderer(s) intending to bid may visit and make themselves thoroughly acquainted with the local site conditions.

The Embassy shall presume that the tenderer has understood and agreed that all the relevant factors have been kept in view while submitting the bid. No financial adjustment arising thereof shall be permitted by Embassy, on the basis of any non-clarity of information about local conditions being pleaded by the tenderer. Further, no claim for financial adjustment being made by the contract awarded on these tender document will be entertained by the Embassy.

10. Validity of bids:

10.1 Quoted rates must be valid for a period of 180 days from the date of opening of Technical Bids. However, the tenderer shall have no objection to extend it, if required. Bids with shorter validity period shall stand rejected.

10.2 The overall offer for the assignment and tenderer(s) quoted price shall remain unchanged during the period of validity. There should be no alteration later after submission of bids.

11. Contract Period:

11.1 The initial period of contract shall be for one year from date of signing of the contract. The rate quoted shall remain in force for the full period of contract. No demand for revision of rate on any account shall be entertained during the contract period. The period of Annual Maintenance Contract

can be extended two more years, one year at a time, at the same rate, terms and conditions based on the performance of the service provider and if mutually agreed by both parties in writing.

11.2 The Embassy reserves the right to terminate the contract before its completion with one month prior notice if the contractor fails to render satisfactory services and immediately on security grounds.

12. Amendment of Bidding Documents:

- i. At any time prior to the deadline for submission of bids, the Embassy may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the bid documents
- ii. Embassy at its discretion may extend the deadline for the submission of bids.

13. Corrupt or Fraudulent Practices:

- i. It is expected that the bidders who wish to bid for this tender have highest standards of ethics.
- ii. Embassy shall reject bid if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract.
- iii. Embassy may declare a bidder ineligible, either indefinitely or for a stated duration, if it at any time determines that the bidder has engaged in corrupt and fraudulent practices during the execution of contract.

14. Tender Preparation Expenses:

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

15. Payment Terms & Conditions:

Annual charges shall be paid on monthly basis after submission of tax invoice, preferably one week in advance before end of each month. While making payment, quality of the services rendered shall be evaluated.

16. Financial Bid:

The rates should be quoted in Nepalese Rupees (NPR) inclusive of all taxes/duties in the prescribed format (**Annexure - I**) with complete description.

NB: If any of the conditions mentioned in the tender inquiry document are altered/changed/ modified / add any new condition, which are not compliance with tender inquiry document, by tenderer in their proposal, which may be treated as unresponsive and it may be rejected.

17. Tender Evaluation:

The Embassy will evaluate the entire tenders, strictly on the basis of the terms & conditions incorporated in the tender documents and requirement of the Embassy. Embassy may seek clarification which shall be replied by the bidder properly and timely.

18. Award of Contract:

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

19. Force Majeure:

- i. Embassy may consider relaxing the service requirements, as specified in this Tender Document, if and to the extent the delay in performance or failure to perform its obligations under the contract is the result of a 'Force Majeure'
- ii. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as natural disasters, act of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful bidders premises, etc.

20. Governing Laws, Arbitration and Settlement of Disputes:

- i. In case of any dispute or difference arising out of or in connection with the tender conditions / order and Contract, the Embassy and the Supplier will address the dispute / difference for a mutual resolution and failing which, the matter shall be referred for arbitration to a sole Arbitrator to be appointed by the Embassy. The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The resolution of the Arbitrator shall be final and binding on both the parties.
- ii. The courts at New Delhi alone will have the jurisdiction to try any matter, dispute or difference between parties arising out of this tender / contract.
- iii. In case of material breach of any of terms and conditions mentioned in the Tender Documents, the Competent Authority will have the right to terminate the contract, cancel the work order without assigning any reason and nothing will be payable by this Embassy.

21. Declaration by the Firm/Agency

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

Signature of authorized person with firm's seal

Name:

Address:

Telephone/email:

Date:

Financial Bid

1.	Name of the company	
2.	Address	
3.	Tel. No. Fax/E-mail address	
4.	Authorized Contact Person (with contact details)	
5.	Total rate per month (inclusive of all taxes/duties in Nepali Rupees) (A)	
6.	Total rates in words (per month)	
7.	Total annual charges (inclusive of all taxes/duties in Nepali Rupees) (A x 12)	
8.	Total charges in words (Annual)	

Note:-

1. Rates for any additional /optional features to be mentioned clearly and separately.
2. Rates quoted shall be inclusive of all taxes/duties and final. No other charges shall be payable by the Embassy.
3. Above rates do not include cost of spare parts.
4. Price must be quoted in figures and in words. In case of discrepancy in the two, price quoted in words will be taken as valid.

I hereby certify that the information furnished above is full and correct to the best of our knowledge. We understand that in case any deviation is found in the above statement at any stage, the company shall be black-listed and shall not have any dealing with the Embassy.

(Signature of Authorized Person & Seal)

Name:

Date: