

Embassy of India
Kathmandu

NOTICE INVITING BIDS

Sealed tender documents/quotations are hereby invited directly from reputed bidders/agencies for supply of Laptops to Defence Wing, Welfare Branch, Embassy of India, Kathmandu. The last date of receipt of offer in sealed envelope is on or before 17 Feb 2019 upto 1430hrs. The details of motorcycle specifications is available on website www.indianembassy.org.np and www.eprocure.gov.in or can also be obtained from Defence Wing, Welfare Branch, Embassy of India, Kathmandu on working days or contact on 01-4418064 during working hours.

Assistant Military Attache (Welfare)
Welfare Branch
Embassy of India, Kathmandu(Nepal)

REGD BY POST

Tele : 00977-01-4418064
Fax : 00977-01-4412597
Email : welfare.kathmandu@mea.gov.in

Embassy of India
Defence Wing
Welfare Branch
Kathmandu (Nepal)

WO/357/Accts (LP)

Feb 2019

To,

**REQUEST FOR PROPOSAL FOR PROCUREMENT OF IT HARDWARE FOR
EMBASSY OF INDIA, KATHMANDU(NEPAL)**

Sir,

1. Bids in sealed cover are invited for supply of items listed in Part III of this RFP. Please superscribe 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 clarification regarding this RFP are given below:-

- (a) Bids/Queries to be addressed to : Defence Wing, Welfare Branch
Embassy of India, Kathmandu
Post Box No.292
Kathmandu, Nepal
- (b) Postal address for sending the Bids : Defence Wing, Welfare Branch
Embassy of India, Kathmandu
Post Box No.292
Kathmandu, Nepal
- (c) Name/designation of the contact personnel : AMA(W), Embassy of
India, Kathmandu
- (d) Telephone number of contact personnel : 01-4418064
- (e) Fax number : 01-4412597
- (f) Email address : welfare.kathmandu@mea.gov.in

3. This RFP is divided into five Parts as follows:

- (a) **Part I** – Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.

(b) **Part II** – Contains essential details of the 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.

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

Yours faithfully,

(S B Munnolli)
Major
AMA(W)
EOI, Kathmandu

PART I- GENERAL INFORMATION

1. **Last date and time for depositing the Bids : 17 Feb 2019.** The sealed Bids 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 deposited in a Tender Box at the address given above so as to reach by due date and time. Late tenders will not be considered. No responsibility will be taken for delay or non-delivery non-receipt of Bid documents. Bids sent by Fax or E-mail will not be considered (unless they have been specifically called for by these modes due to urgency).
3. **Time and date for opening of Bids : 11:00 hrs on 18 Feb 2019 :** 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. **Place of Opening of the Bids : Welfare Branch, Embassy of India, Kathmandu.** The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representative of all the Bidders. This event will not be postponed due to non presence of your representative.
5. **Single Bid :** The Techno-Commercial Bid will be opened on the time and date mentioned above. Commercial Part of only those firms will be evaluated whose Technical Parts is found complaint/suitable after Technical compliance evaluation.
6. **Forwarding of Bids :** Bids should be forwarded by Bidders under their original memo/letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office. **The complete documents are required to be submitted by the vendor only after signing on all pages & filling in all relevant details.**
7. **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 10 (ten) 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.
8. **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 sent by post 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 maybe 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.

9. **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 of clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
10. **Rejection of Bids** : Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection of the bid. Conditional tenders will be rejected.
11. **Unwillingness to quote** : Bidders unwilling to quote should ensure that intimation to his effect reaches before the due date and time of opening of the Bids, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.
12. **Validity of Bids** : The Bids should remain valid till **180 days** from the date of opening of tender.
13. **Earnest Money Deposit** : Bidders are required to submit Earnest Money Deposit **(EMD)** for the cost of **Rupees 50,000.00 Thousand (in NRs)** alongwith their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business. EMD is to remain valid for a period of forty-five days beyond the final bid validity and latest on or before the 30th day after the award of the contract. The Bids 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.

PART II- ESSENTIAL DETAILS OF THE ITEMS/SERVICES REQUIRED

1. **Schedule of Requirements & Technical Specifications** : Delivery and installation of IT Hardware Items with following specifications :-

Name of Items	Qty	Minimum Acceptable Specification as per Tender
Laptop	10	Display : 14" inch Anti-Glare LED Backlit Processor : Intel Core i5-7200U Processor Memory : Minimum 4 GB DDR42400MHz Disc Drives : Hard Disc 1TB (5400RPM) Battery : 4-Cell Motherboard : Intel (R) Express Chipset Ports : USB Ports, SD Card Reader (SD, SDHC, SDXC) Operating System : Free DoS Network : Integrated 10/100/1000 Gigabit Ethernet, WiFi, Blue-tooth Warranty : Minimum 2 Years

2. **Deliverables** : Following deliverables will be delivered by the vendor as per the schedule given at para 5 below :-

- (a) IT Hardware equipments as per para 1 above.
- (b) Installation.
- (c) Acceptance Testing Report.
- (d) Operation/ Maintenance.
- (e) User Manual.
- (f) Guarantee/ Warranty Certificate.

3. Bidders are required to furnish clause by clause compliance of specification bringing out clearly the deviation from specification, if any. The bidders are advised to submit the compliance statement in the following format alongwith commercial bids. Techno-commercial bid is att as Appx C :-

Para of RFP specifications item-wise	Specifications of items offered	Compliance to RFP specification Yes/No	In case of no-compliance, deviation from RFP to be specified in unambiguous terms

4. **Confidentiality of the project** : Vendor shall ensure confidentiality of the project and shall not disclose any information gained by the vendor or his representative/agents, while interacting with the personnel of this Embassy or any document prepared in connection with the project or any document received by vendor or any study carried by the vendor directly or indirectly, to any person or company or institution or press etc. All representative of vendor who are associated with the project shall sign a confidentiality Certificate, countersigned by an authorized signatory of the vendor with company seal duly affixed as per appendix 'A' attached. This shall be handed over by the vendor prior to commencement of the project.

5. **Delivery and Implementation Schedule** : IT Hardware will be delivered free of cost at consignees premises i.e Welfare Branch, Embassy of India, Kathmandu including installation and testing within 30 days from the date of issue of confirmed order.

4. **Consignee details** :

S/No	Consignee	Address
(a)	Defence Wing, Welfare Branch Embassy of India, Kathmandu	Defence Wing, Welfare Branch Embassy of India, Kathmandu Post Box No.292 Kathmandu, Nepal

CONFIDENTIALITY CERTIFICATE

It is certified that the Company or any representative of the Company or agents authorized by them will not disclose any information gained by them or their representatives or agents while interacting with the persons of Embassy of India or any documents prepared in connection with the project or any documents received by them or any study carried out by them, directly or indirectly to any person or company or institution or press. Confidentiality Certificate signed by all the representative of the company associated with the project duly Countersigned by authorized signatory of the company is enclosed herewith.

Company Seal

(Authorized signatory of company)

PART III- STANDARD CONDITIONS OF RFP

The Bidder is required to give confirmation of their acceptance of the Standard Condition 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 Government of India for showing or forbearing to show favor or disfavor 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 India 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 recovery 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 **either the original manufacturer or certified OEM** 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 alongwith interest at the rate of 10% 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 of 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 document** : 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, 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. **Consequential Damages** : Consequential damages of 10% of cost of proj over and above LD can be levied to the vendor in case the delivery of goods is delayed beyond one month of the time frame stipulated in the supply order.

10. **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 service 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.

11. **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 FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

12. **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.

13. **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.

14. **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.

15. **Taxes and Duties.**

(a) **General.**

(i) 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.

(ii) 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 entertained after the opening of tenders.

(iii) If a Bidder choose 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 ignoring of such offers summarily.

(iv) If a Bidder is exempted from payment of any duty/tax up to 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 requirements, 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.

(v) 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 relief, exemptions, rebates, concessions etc, if any obtained by the Seller.

(b) **Customs Duty:** NA being foreign country.

(c) **Excise Duty:** NA being foreign country.

(d) **Sales Tax/VAT:**

(i) 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.

(ii) 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.

(e) **Octroi Duty & Local Taxes:**

(i) 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 authorized officer. Seller should ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax 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.

(ii) 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 (Nepal SBI Bank Ltd or Everest Bank Ltd) 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.
2. **Option Clause** : The contract will have an Option Clause, wherein the Buyer can exercise an option to procure an **additional 50%** of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.
3. **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 & 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.
4. **Tolerance Clause** : To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to 25% plus/minus increase or decrease the quantity of the required goods upto that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.
5. **Payment Terms for Indigenous Sellers** : It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. The payment will be made as per the following terms, on production of the requisite documents 95% payment against inspection note, Proof of dispatch, duly supported by Xerox copy of the Bank Guarantee and against consignee (s) provisional receipt. Balance of 5% will be paid on receipt of items in good condition by consignee (s) alongwith user's certificate of complete installation and successful commissioning.
6. **Advance Payments** : No advance payment (s) will be made.

7. **Paying Authority** :

(a) Defence Wing, Welfare Branch, Embassy of India, Kathmandu. The payment of bills will be made on submission of the following documents by the seller to the Paying Authority along with the bill :-

- (i) Ink-signed copy of contingent bill/Seller's bill.
- (ii) Ink-signed copy of Commercial invoice/Seller's bill.
- (iii) Copy of Supply Order/Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
- (iv) CRVs in duplicate.
- (v) Inspection note.
- (vi) Claim for statutory and other levies to be supported with requisite documents/ proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.
- (vii) Exemption certificate for Excise duty/Customs duty, if applicable.
- (viii) Bank guarantee for advance, if any.
- (ix) Guarantee/Warranty certificate.
- (x) Performance Bank Guarantee / Indemnity bond where applicable.
- (xi) DP extension letter with CFA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.
- (xii) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
- (xiii) Any other document/certificate that may be provided for in the Supply Order/Contract.
- (xiv) User acceptance.
- (xv) Xerox copy of PBG.

(Note – From the above list, the documents that may be required depending upon the peculiarities of the procurement being undertaken, may be included in RPF)

8. **Fall Clause** :The following fall clause will form part of the contract placed on successful Bidder :-

(a) The price charged for the stores supplied under the contract by this Seller shall in no event exceed the lowest prices at which the seller sells the stores or offer to identical description to any person/organization including the purchase of any department of the Central Government or any Department of State Government or any statutory undertaking the central Government as the case may be during the period till performance of all Supply Orders placed during the currency of the rate contract completed.

(b) If any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/ organization 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, he shall forthwith notify such reduction or offer of sale to the Director general of Supplier & Disposals and the price payable under the sale or offer the sale shall stand correspondingly

Export by the Seller:-

(i) Sale of goods as original equipment at price lower than the prices charged for normal replacement.

(ii) Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or precious Rate Contract also under any previous contracts entered into with the Central or State Govt. Depts including their understanding excluding joint sector companies and or private parties and bodies.

9. **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 of 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 of 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 there under.

(d) Any excess of the purchase price, cost of manufacture, or values 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 40% of the value of the contract.

10. **Force Majeure clause:**

(a) Neither party shall bear responsibility for the complete or partial non-performance 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 result 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 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.

11. **Specification** : The following Specification clause will form part of the contract placed on successful Bidder - The seller guarantees to meet the specifications as given in **Part-II of RFP** and to incorporate the modification to the existing design configuration to meet the specific requirement of the Buyer Services as per modification/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, indigenization or obsolescence. This will however not in any way adversely affect the end specifications of the equipment changed in technical details, drawings repair and maintenance techniques alongwith necessary tools as a result of upgradation/alternations will be provided to the Buyer free of cost within (07) days of affecting such upgradation/alterations.

12. **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.

13. **Earliest Acceptable Year of Manufacture : 2018** : Quality/Life certificate will need to be enclosed with the Bill.

14. **Quality** : The quality of the stores delivered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in Seller's country of specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the stores to be supplied under this Contract shall be new i.e. not manufactured before **(2018)**, and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past if any. The Seller shall supply an inter changeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

15. **Quality Assurance** : Seller would provide the Standard Acceptance Test Procedure (ATP) within **one month** of this date of contract. Buyer reserves the right to modify the ATP. Seller would be required to provide all test facilities **at buyer's premises** for acceptance and inspection by Buyer. The details in this regard will be coordinated during the negotiation of the contract. The item should be of the latest manufacture, conforming to the current production standard having 100% defined life at the time of delivery.

16. **Inspection Authority** : The Inspection will be carried out by PICG. The mode of inspection will be Departmental inspection / user inspection/ joint inspection.

17. **Franking clause** : The following Franking clause will form part of the contract placed on successful Bidder:-

(a) **Franking clause in the case of Acceptance of Goods** "The fact that the goods have been inspected after the delivery period and passed by the inspection Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the contract".

(b) **Franking clause in the case of Rejection of Goods** "The fact that the goods have been inspected after the delivery period and rejected by the inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and condition of the contract".

18. **Claims** : The following claims clause will form part of the contract placed on successful Bidder :-

(a) The claim may be presented either: (i) on quantity of the stores, where the quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficient in packing of (ii) on quality of the stores, where quality does not correspond to the quality mentioned in the contract.

(b) The quantity claims for deficiency of quantity shall be presented within 45 days of completion of JRI and acceptance of goods. The quantity claim shall be submitted to the seller as per Form DPM-22 (available in MoD website and can be given on request).

(c) The quality claims for defects or deficiencies in quality notice during the JRI shall be presented within 45 days of completion of JRI and acceptance of goods. Quality claims shall be presented for defect or deficiencies in quality noticed during warranty period earliest but not later than 45 days after expiry of the guarantee period.

(d) The description and quantity of the stores to be furnished to the seller along with concrete reason for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will settle the claims within 45 days from the date of the receipt of claim at the seller's office, subject to acceptance of the claim by the seller. In case no response is received during this period the claim will be deemed to have been accepted.

(e) The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location under seller's arrangement.

(f) Claims may also be settled by reduction of cost of goods under claim from bonds submitted by the seller or payment of claim amount by seller through demand draft drawn on Nepal SBI Bank Ltd.

(g) The quality claims will be raised solely by the Buyer and without any certification/countersignature by the seller's representative.

19. **Warranty.**

(a) The following Warranty will form part of the contract placed on the successful Bidder :-

(i) Except as otherwise provide in the invitation tender, the seller hereby declare 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 36 months from the date of delivery of the said goods stores/articles to the Buyer of 39 months from the date of shipment/dispatch from the Seller's works whichever is earlier and that notwithstanding that the Buyer may have inspected and/or approved the said goods/stores/article, if during the aforesaid period of 36/39 months the said goods/stores/articles be discovered no 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 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.

(b) Guarantee that they will supply spare parts, if and when required on agreed basis for an agreed price. The agreed basis could be and including but without any limitation on agreed discount on the published catalogue or an agreed percentage of profit on the landed cost.

(c) Warranty to the effect that before going out of production for the spare parts they will give adequate advance notice to the Buyer of the equipment so that the latter may undertake the balance of the lifetime requirements.

(d) Warranty to the affect that they will make available the blue prints of drawings of the spares if and when required in connection with the main equipment.

20. **Product Support** : The following product Support clause will form part of the contract placed on successful Bidder:-

(a) The Seller agrees to undertake Maintenance Contract for a period of 36 (thirty six) months, extendable till the complete Engineering Support Package is provided by the Seller after the expiry of warranty.

(b) In the event of any obsolescence during the above mentioned period of product support in respect of any component or sub-system, mutual consultation between the Seller and Buyer will be undertaken to arrive at an acceptance solution including additional cost, if any.

(c) Any improvement/modification upgradation being undertaken by the seller of their sub supplies on the stores/equipment being purchased under the Contract will be communicated by the Seller to the Buyer and, if required by the buyer, these will be carried out by the Seller at Buyer's cost.

(d) The Seller agrees to provide an Engineering Support Package as modified after confirmatory Maintenance Evaluation Trail (METs). The Seller agreed to undertake the repair and maintenance of the equipment, SMTs/STEs test set up, assemblies/sub assemblies and stores supplied under this contract for a period of 6 (six) years as maintenance contract as specified or provision of complete Engineering Support Package to the Buyer whichever is late, as per terms and conditions mutually agreed between the Seller and the Buyer.

21. **Service Level Agreement** : On placement of supply order, the successful vendor will furnish Services Level Agreement as per format given at **Appendix B** within 30 days of placing supply order. The terms and conditions of the Service Level Agreement will be binding to the vendor over and above those covered in the RFP/Supply order.

22. **Price Variation (PV) Clause**: Not Applicable since procurement being done on fixed price & applicable taxes.

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) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder including Basic cost, taxes and AMC cost as per the price format given at Appendix B. 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.**
 - (c) 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 entreated after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive or 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 become 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 in the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to the Customs duty and VAT also.
 - (d) 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.
 - (e) 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 a position to supply full quantity in stipulated time.
 - (f) Any other criteria as applicable to suit a particular case.
2. **Bid Format** :The techno-commercial bid format is given at **Appendix C**. Bidders are required to fill this up correctly with full details.

Appendix B

(Refers to Paragraph 22 of Part-IV of RFP)

SERVICE LEVEL AGREEMENT (SLA)

1. **Introduction.** The purpose of this service level agreement (SLA) is to state the relationship between the Service Provider (_____) and the End User org (EOI, Kathmandu). It specifies the services and commitments of the service provider and the expectations and obligations of the end-user org.

2. **Parties Involved.**

(a) Service Provider

(i) Point of contract (POC) names (s) :

(ii) Location :

(iii) Contact Nos :

(b) End-User org

(i) POC name : Asst Military Attaché (W)

(ii) Location : Defence Wing, Welfare Branch
PO Box No.292,
Kathmandu Nepal

(iii) Contact No : 01-4418064, 01-4412597

3. **Responsibilities of the Service Provider (_____).** Responsibilities of the service provider in support of this agreement are as follows :-

(a) Meeting response time associated with service related incidents.

(b) Appropriate notification to customer for all scheduled maintenance.

(c) Manned telephone support.

(d) Monitored email support.

(e) Planned or emergency on-site assistance.

(f) Monthly system health check including configuration errors, loading of application software (if applicable) etc.

4. **Responsibilities of End-User Org.** End-User responsibilities and / or requirements in support of this agreement include :-

(a) In case of fault, contact service provider POC first, if applicable.

(b) Provide the service Provider with a description of problem, it's priority and potential mission impact.

- (c) Assist the Service Provider during the fault isolation process.
- (d) Provide the Service Provider with access to eqpt/resources as needed.
- (e) Provide upon request equipment layout, network schematic etc, for fault isolation.
- (f) Co-ordinate with the Service Provider on any major configuration changes.

5. **Service Management.** This section provides relevant details on service availability, monitoring of in-scope services and related components.

(a) **Service Availability.** Cover parameters specific to the service covered in this agreement are as follows:-

- (i) Telephone Support : 0900 AM to 1700 PM (Mon-Fri)
- (ii) Email Support : Monitored 0900 AM to 1700PM (Mon-Fri)
e-mails received outside working hours will be acted upon on the next working day.
- (iii) On-site assistance : Guaranteed within 12 hrs.

(b) **Service Requests.** In support of the service outlined in the agreement the service provider will respond to service related incidents and/or requests submitted by the customer within the following time frames :-

- (i) 0 -12 hrs (during working hours) for issues classified as High priority.
- (ii) Within 48 hrs for issues classified as Medium priority.
- (iii) Within five working days for issues classified as Low priority.

6. **Complaint Escalation Procedure** The two parties agree to the following procedure in case the problem needs to be escalated i.e when the customer is unsatisfied with the service provided :-

S No	Escalation Level	To Whom	Contact No
(a)	1 st		
(b)	2 nd		
(c)	3 rd		

7. **Conclusion.** Parties agree that the terms of this agreement will be in effect for a period of three years (to be renewed annually). Service Level Agreement and procedures established herein have been agreed to by parties represented by the undersigned.

(Signature of Service Provider Representative)

(Signature of End-User Representative)

Company Seal

Place_____

Date_____