



**TENDER DOCUMENT FOR ANNUAL MAINTENANCE CONTRACT FOR REPAIRING,
SERVICING AND MAINTENANCE OF 120 COMPUTER & PERIPHERALS, INSTALLED AT
EMBASSY OF INDIA PREMISES AT KATHMANDU (NEPAL)**

No: Kat/Adm/872/6/2017 (Pt-I)

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

LIST OF DOCUMENTS IN THE TENDER FORM

S. No.	Items	Page No.
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Important dates relating to the tender are as follows:

S. No.	Particulars	Date
i.	Bid Document Download start date	04.02.2019 (1200 hrs)
ii.	Clarification Start Date	04.02.2019 (1200 hrs)
iii.	Clarification End Date	25.02.2019 (1230 hrs)
iv.	Bid Submission Start Date	04.02.2019 (1230 hrs)
v.	Bid Submission End Date	25.02.2019 (1300 hrs)
vi.	Technical Bids Opening Date	25.02.2019 (1530 hrs)
vii.	Financial Bid Opening Date	Will be decided

**APPLICATION LETTER
(Specimen)**

To

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

Subject: Annual Maintenance Contract (AMC) for 120 computers and related peripherals, installed in the Embassy of India, Kathmandu.

Dear Sir,

In response to your Tender Notice No. Kat/Adm/872/06/2017 (Pt-I) dated 04 February, 2019 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 with satisfaction certificate	
(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 repair, servicing & maintenance of 120 computer & peripherals, installed at Embassy of India, Kathmandu. The contract shall initially be for a period of one (1) year which can be further extended for another two years on year to year basis upon requirement and mutual consent.

2. The last date of receipt of offer in sealed envelope is on or before February 25, 2019 up to 1300 hrs. Tender documents are available on our website www.indembkathmandu.gov.in and www.eprocure.gov.in. Details can also be collected from Attache(Estt & Proj), Tel 01-4411851.

3. The bids shall remain valid for 120 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 <http://www.indianembassy.org.np>

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

Kat/Estt/872/06/2017 (Pt-I) dt. 04 February, 2019

Sd/-
Head of Chancery

1. General Scope of Work:-

- i. The Annual Maintenance Contract (AMC) shall cover the maintenance of 120 computers and related peripherals, installed in various offices of the Embassy. This will include maintenance and troubleshooting of Linux/Windows/Mac based computers and related peripherals. The number of equipments may vary during the contract period since older/dysfunctional equipment continue to be disposed-off and new equipment purchased by the Embassy.
- ii. The contract includes maintenance of software and hardware. The software maintenance include, but is not limited to, troubleshooting, re-configuration, re-formatting and re-installation of operating systems (Windows, Linux, Mac, etc); servers; browsers; email clients; office software; virtual machines; antivirus; data retrieval and installation/configuration / removal of any other software approved by the Embassy. It also includes identification and removal of malware, that are not detected by anti-virus software from the computer system.
- iii. The contractor shall provide two (02) engineers/technicians on all working days from 0900 hrs to 1730 hrs. The engineers/technicians shall have minimum qualification of 2/3-year diploma/degree in computer/IT/ICT/Electronics Engineering with minimum two years of experience in maintenance/repair of IT equipment, software trouble-shooting etc. All tools required for maintenance shall be made available by the contractor at the Embassy.
- iv. The engineers/technicians 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 anon-working day, and shall sign the attendance register everyday kept at the Embassy. All the engineers/technicians deployed by the contractor shall be under the control and supervision of Head of Chancery, Embassy of India, Kathmandu hereinafter referred to as the Coordinator or any other person authorized by the Embassy.
- v. The engineers/technicians shall work under the instruction of the coordinator or any person authorized by the Embassy and shall submit complaint sheets to such person for each complaint attended by them. The complaint sheet shall clearly define the nature of complaint, location of office and time taken for rectification of a complaint. The engineers are also required to get the complaint sheets signed by the respective end users, who shall rate quality and promptness of service.
- vi. The engineers/technicians should be equipped with Mobile phones to ensure their availability.
- vii. A complaint shall be attended to within one hour and in exceptional cases within two hours. As far as possible, the repairs shall be carried out on-site itself. The equipment shall have to be repaired in-house and in no case shall it be taken out of the building without prior written authorization of the coordinator. Hard-Disks shall not be taken out of the Embassy's building under any circumstances.
- viii. The Contract shall include rectification of all Software/Hardware problems. The engineers shall have to ensure that all calls are attended within one hour and the maximum

time for repair of any system shall be up to two working days in cases of major breakdown. Non compliance of this time schedule on more than three occasions may invite imposition of penalty on the discretion of coordinator.

ix. The AMC charges do not include expenses on purchase of spare parts. Embassy shall provide the spare parts on recommendations of the engineer/technician.

x. Any other maintenance work to be undertaken related to the computers/peripherals.

xi. The Contractor shall carry out preventive maintenance of each machine once in every three months, in order to forestall any major failure of the same. The preventive maintenance shall include physical cleaning of the equipment (both from outside and inside after opening of the system/unit); system cleaning; software updates and system hardening as directed by the coordinator. A Preventive Maintenance Report shall be submitted to the coordinator every quarter. A penalty of NPR 50/- per equipment not attended to for preventive maintenance, shall be levied.

xii. The necessary support for maintaining malware free computer environment in the Embassy and help in upgrading the Software/Virus Detection Mechanism shall be provided by the contractor.

xiii. The contractor shall maintain Division-wise/Section-wise list of all the hardware as per Performa prescribed by the Embassy and update the same every quarter. Separate maintenance records for each hardware equipment shall be maintained.

xiv. The contractor shall ensure that the engineers/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 engineers/technicians going on leave, alternate arrangements shall be made well in advance under prior intimation to the coordinator.

2. Prequalification/Evaluation/Exclusion Criteria:

Sl	Particulars	Details
2.1	Experience	<p>(a) The company/contractor should have minimum three years' experience in the field of maintenance of IT software and hardware. Documentary proof from the client may be attached.</p> <p>(b) Preference will be given to those company/contractor which has experience in working with Diplomatic Missions/Govt. Departments/ reputed Hotels etc. Proof of the experience from that organization needs to be attached</p> <p>(c) The engineers/technicians to be deployed by the agency shall have minimum 2 years experience in maintenance/repair of IT equipment, software troubleshooting and internet cabling etc.</p>
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 15 lakh per year or equivalent in Indian Rupees during the 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
<p>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.</p> <p>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.</p> <p>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.</p>		

3. Two Bid System:

- 3.1 Tender should be submitted in two parts, Part-I (Technical Bid) & Part-II (Financial Bid). Envelope of Part-I should be superscribed as "Tender for Annual Maintenance Contract for repair, servicing and maintenance of 120 computers and peripherals, installed at Embassy of India, Kathmandu, Part-I Technical Bid". All relevant documents along with signed and stamped copy of this tender documents shall be enclosed with the Technical Bid only. Envelope of Part- II should be superscribed as "Tender for Annual Maintenance Contract for repair, servicing and maintenance of 120 computer & peripherals, installed at Embassy of India, Kathmandu, Part-II Financial Bid" and in this envelope, there should be only financial quote.
- 3.2 Bids should reach before due date of submission of bids. Telex/Facsimile, late or incomplete/conditional bids shall not be accepted.
- 3.3 Bids having financial quotes in the Technical Bid shall stand rejected.
- 3.4 The bids shall be valid for a minimum period of 120 days from the date of opening of technical bids. A bid for a shorter period shall stand rejected.
- 3.5 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.
- 3.6 The Embassy reserves the right to reduce or increase the number of equipment offered for maintenance contract during the currency of AMC.
- 3.7 All documents submitted shall be numbered and self-attested with the seal of th bidder.
- 3.8 The rate quoted shall be net (including all taxes/duties) and no discount, free services/offers quotes shall be considered.
- 3.9 This tender is not transferable.

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

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

3.12 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.

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

4. 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.

5. 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.

General Conditions of Contract (GCC)

6. The other terms and conditions:

- i. The contract shall be valid for a period of one year from the date of signing the contract agreement. The rate quoted shall remain in force for the full period of the contract. No demand for revision of rate on any account shall be entertained during the contract period.
- ii. The payment for services shall be made on quarterly basis, at the end of each quarter, on the basis on satisfactory report from the coordinator. The quality of service shall be evaluated on the basis of excellent service feedback from the users.
- iii. In case the contractor backs out midway without the explicit consent of the Embassy, he/she shall be liable for recovery at higher rates, vis-a-vis, those contracted with new agency, which may have to be incurred by this Embassy on maintenance of machines for the balance period of contract through alternative means. The above act of backing out shall automatically debar the contractor from any further dealings with this Embassy and the Performance Security amount shall stand forfeited.
- iv. The Contractor shall not change the engineers/technicians without prior written clearance from the Embassy. Further that the contractor shall provide a substitute for a deployed engineer, if he is absent on leave. Failure to do so may lead to

termination of the contract and / or imposition of penalties by the Embassy not exceeding 10% of the total value of the contract.

- v. The Bidders shall abide by and comply with the Labour Laws, Minimum Wages Rules and other rules & regulations relevant to this contract.
- vi. If any damage / loss of equipment is caused by the contractor or any of his representatives, an amount equivalent to the loss, so caused, shall be recovered from the quarterly payment made to the contractor. The decision of Head of Chancery shall be final and binding in this regard.
- vii. At the time of completion of contract, it shall be duty of contractor to hand over all related software/drivers/maintenance records/register/inventories etc. to the coordinator. The payment for the last quarter shall be released, only after successful handing over, as specified above.
- viii. The contractor shall not further sub-contract, the whole or any part of the contract, under any circumstances to a third party.
- ix. The contractor shall be responsible for data recovery and data security in case of system failure and crashing of hard drive/disk/USB drive of any computer system and related peripherals under this maintenance contract. The contractor shall keep, in ready stock, appropriate software for the recovery of the data.
- x. The engineers/technicians shall not change the setting of any computer and related peripherals and shall not install any unauthorized software without seeking the prior permission of the user and coordinator.
- xi. If any dispute (s) arises with reference to any provision of the contract, the decision of the Head of Chancery shall be final and binding.
- xii. The Embassy reserves the right to terminate the contract in case, the contractor consistently fails to provide service upto satisfactory level or on security ground or with prior notice of one month.
- xiii. The selected bidder shall be required to sign an AMC Agreement (Annexure-II) within a week from the date of award of the contract by the Embassy.

7. 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 engineers/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.

iii. The agency shall provide Security Clearance Certificate of themselves, their employees who would be deployed in the Embassy & their details. The agency should also submit an undertaking regarding their background check details from criminal angle and integrity angle.

8. 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.

9. Validity of bids:

9.1 Quoted rates must be valid for a period of 120 days from the date of opening of Technical Bids. However, the tenderer shall have no objection to extend it, if required.

9.2 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.

10. Contract Period:

The initial period contract shall be for one year form the 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 for another 2 years, one year at a time, at the same rate, terms and conditions after completion of AMC period based on the performance of the service provider and if mutually agreed by both the parties in writing.

11. Earnest Money Deposit (EMD):

11.1 (i) Each Technical Bid shall be accompanied by an Earnest Money Deposit (EMD) of Nrs. 32,000/- (Nepali Rupees Thirty two thousand 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 minimum period of 180 days.

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

(iv) EMD must be attached with Technical Bid only, without which the bid shall stand rejected.

11.2 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.

11.3 Refund of Earnest Money Deposit (EMD):

- (i) Refund of EMD to the unsuccessful bidders 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 in the format attached at Annexure-III (in the name of Embassy of India, Kathmandu). The Performance Security should be valid upto 6 months beyond the contract period. After successful completion of all contractual obligations, the Performance Security (without any interest) shall be refunded.

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 Quarterly basis after submission of tax invoice, preferably one week in advance before end of each quarter. While making payment, quality of the services rendered shall be evaluated on the basis of feedback of users.

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:

- i. The Embassy will evaluate the entire tenders, strictly on the basis of the terms & conditions incorporated in the tender inquiry document and terms, conditions etc. as stipulated by the tenderer(s) in their tender to determine whether these are compliance in all respects, as specified in the tender inquiry document. During the evaluation / scrutiny of the tenders, at any stage, if it is found that any of the tenderer(s) terms and conditions are not compliance with tender inquiry document, Embassy may seek the clarification within the specified target time and if the tenderer fails to reply/or not agree/ accept the terms and conditions, their tender will be treated as unresponsive and it is liable for rejection.
- ii. The quoted rates should be realistic. Merely quoting the lowest rates does not entitle the bidder to get the contract.

18. Penalty :

- i. A Preventive Maintenance Report shall be submitted to the coordinator every quarter. A penalty of NPR 50/- per equipment not attended to under preventive maintenance, shall be levied.
- ii. The Contractor shall not change the engineers/technicians without prior written clearance from the Embassy. Further that the contractor shall provide a substitute for a deployed engineer, if required by the coordinator, within ten days of such requisition. Failure to do so may lead to termination of the contract and / or imposition of penalties by the Embassy not exceeding 10% of the total value of the contract.
- iii. The penalties, if any shall be recovered from quarterly payments/Performance Bank Guarantee.
- iv. The Embassy reserves the right to terminate the contract in case, the contractor consistently fails to provide service upto satisfactory level or on security ground or with prior notice of one month.

19. Force Majeure:

- i. Embassy may consider relaxing the penalty and delivery / 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 and the venue of arbitration shall be at New Delhi only. The resolution of the Arbitrator shall be final and binding on both the parties.
- 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.	Rate for AMC per annum per computer & related peripherals (inclusive of all taxes/duties in Nepali Rupees)	
6.	Total rate per annum for maintenance of 120 computers and related peripherals (inclusive of all taxes/duties in Nepali Rupees)	
7.	Total rates in words (per annum)	

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. 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:**

ANNUAL MAINTENANCE CONTRACT BETWEEN THE EMBASSY OF INDIA, KATHMANDU AND M/S..... FOR REPAIRING, SERVICING AND MAINTENANCE OF 120 COMPUTERS, LAPTOPS AND RELATED PERIPHERALS, INSTALLED AT EMBASSY OF INDIA PREMISES AT KATHMANDU (NEPAL).

SCOPE OF THE AGREEMENT

1. The Annual Maintenance Contract (AMC), signed between the President of India [represented by the Head of Chancery, Embassy of India, Kathmandu (hereinafter referred to as "The Customer")] and M/s (hereinafter referred to as "The Contractor") covers the maintenance of 120 computers/laptops and related peripherals, installed in the Embassy of India, Kathmandu. The number of equipment may vary during the contract period since older/dysfunctional equipment continue to be disposed- off and new equipment purchased by the Embassy.
2. The hardware are installed in various offices of the Embassy and residence of entitled officers of the Embassy within Kathmandu region of the country. The contract includes maintenance of hardware and software. The software maintenance include, but is not limited to, troubleshooting, re-configuration, re-formatting and re-installation of operating systems (Windows, Linux, Mac, etc); servers; browsers; email clients; office software; virtual machines; antivirus; data retrieval and installation/configuration / removal of any other software approved by the Embassy. It also includes identification and removal of malware, that are not detected by anti-virus software from the computer system.
3. The contractor shall provide two (02) engineers/technicians on all working days from 0900 hrs to 1730 hrs. The engineers/technicians shall have minimum qualification of 2/3-year diploma in computer/IT/ICT/Electronics Engineering with minimum two years of experience in maintenance/repair of IT equipment, software trouble-shooting etc. All tools required for maintenance shall be made available by the contractor at the Embassy.
4. The engineers/technicians 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 kept at the Embassy. All the engineers/technicians deployed by the contractor shall be under the control and supervision of Attache(Estt & Proj), Embassy of India, Kathmandu hereinafter referred to as the Coordinator or any other person authorized by the customer.
5. The engineers/technicians shall work under the instruction of the Coordinator or any person authorized by the customer and shall submit complaint sheets to such person for each complaint attended by them. The complaint sheet shall clearly define the

nature of complaint, location of office and time taken for rectification of a complaint. The engineers are also required to get the complaint sheets signed by the respective end users, who shall rate quality and promptness of service.

- 6.** The engineers/technicians shall be equipped with Mobile phones to ensure their availability.
- 7.** A complaint shall be attended to within one hour and in exceptional cases within two hours. As far as possible, the repairs shall be carried out on-site itself. The equipment shall have to be repaired in-house and in no case shall it be taken out of the building without prior written authorization of the coordinator. Hard-Disks shall not be taken out of the Embassy's building under any circumstances.
- 8.** The Contract shall include rectification of all Hardware and Software problems. The engineers shall have to ensure that all calls are attended within one hour and the maximum time for repair of any system shall be up to two working days in cases of major breakdown. Non compliance of this time schedule on more than three occasions in a quarter may invite imposition of penalty on the discretion of coordinator.
- 9.** The Contractor shall carry out preventive maintenance of each machine once in every three months, in order to forestall any major failure of the same. The preventive maintenance shall include physical cleaning of the equipment (both from outside and inside after opening of the system/unit); system cleaning; software updates and system hardening as directed by the coordinator. A Preventive Maintenance Report shall be submitted to the coordinator every quarter. A penalty of NPR 50/- per equipment not attended to under preventive maintenance, shall be levied.
- 10.** If any damage / loss of equipment is caused by the contractor or any of his representatives, an amount equivalent to the loss, so caused, shall be recovered from the quarterly payment made to the contractor. The decision of Head of Chancery shall be final and binding in this regard.
- 11.** The contractor shall be responsible for data recovery and data security in case of system failure and crashing of hard drive/disk/USB drive of any computer system and related peripherals under this maintenance contract. The contractor shall keep, in ready stock, appropriate software for the recovery of the data.
- 12.** The engineers/technicians shall not change the setting of any computer and related peripherals and shall not install any unauthorized software without seeking prior permission of the user and coordinator.
- 13.** The contractor shall maintain Division-wise/Section-wise list of all the hardware as per Performa prescribed by the Embassy and update the same every quarter. Separate maintenance records for each of the hardware equipment shall also be maintained.
- 14.** The contractor shall ensure that the engineers/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 engineers/technicians going on leave, alternate arrangements shall be made well in advance under prior intimation to the coordinator.

15. The Contractor shall not change the engineers/technicians without prior written clearance from the customer. Further that the contractor shall provide a substitute for a deployed engineer, if required by the coordinator, within ten days of such requisition. Failure to do so may lead to termination of the contract and / or imposition of penalties by the Embassy not exceeding 10% of the total value of the contract.
16. The payment for services shall be made on quarterly basis, at the end of each quarter, on the basis on satisfactory report from the coordinator. The quality of service shall be evaluated on the basis of excellent service feedback from the users.
17. The contract shall be valid for a period of one year from the date of signing the contract agreement. The rate quoted shall remain in force for the full period of the contract. No demand for revision of rate on any account shall be entertained during the contract period.
18. It is the responsibility of the contractor to ensure that all local laws and regulations are followed particularly with respect to payment of wages to its employees.
19. In case the contractor backs out midway without the explicit consent of the Embassy, he/she shall be liable for recovery at higher rates, vis-a-vis, those contracted with contractor, which may have to be incurred by this Embassy on maintenance of machines for the balance period of contract through alternative means. The above act of backing out shall automatically debar the contractor from any further dealings with this Embassy and the Performance Security amount shall stand forfeited.
20. At the time of completion of contract, it shall be duty of contractor to hand over all related software/drivers/maintenance records/register/inventories etc. to the coordinator. The payment of the last quarter shall be released, only after successful handing over, as specified above.
21. The contractor shall not further sub-contract, the whole or any part of the contract, under any circumstances to a third party.
22. The Contractor shall furnish Performance Bank Guarantee in the name of Embassy of India, Kathmandu for an amount of Nrs...../- @ 5% of the total bid value which shall be released without interest to the contractor on completion of all contractual obligations. Bank Guarantee may be invoked for the breach of the contract by the Contractor.
23. If any dispute (s) arises with reference to any provision of the contract, the decision of the Head of Chancery shall be final and binding.
24. The Embassy reserves the right to terminate the contract in case the contractor consistently fails to provide services upto the satisfactory level or on security ground or with a prior notice of one month.

DURATION OF AGREEMENT:

This maintenance contract shall be valid for a period of **ONE YEAR** starting from the date of signing of this contract. The AMC may be extended after expiry for another two years, one year at a time, on the same rates, terms and conditions, if agreed to by both the parties.

FORCE MAJEURE:

- i. The customer may consider relaxing the penalty and delivery / service requirements, as specified in this Agreement, 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.

JURISDICTION OF COURT:

All disputes, legal matters, court matters, if any, shall be subject to New Delhi (India) jurisdiction only.

PAYMENT:

The total annual maintenance charges shall be Nrs...../- (Nepali Rupees.....only) inclusive of all taxes. The charges shall be payable on quarterly basis in arrears after submission of tax invoice and satisfactory certification by the coordinators or person authorized by the customer. The penalty, if any, shall be deducted from the quarterly bill of the contractor or Performance Guarantee deposited with the customer.

For Customer:

Signature:

Name:

Designation: Head of Chancery

Seal of the officer of GOI:

For Contractor:

Signature of authorized person:

Name:

Designation:

Seal of the Company:

Signed on....Day of.....2018

Witness:

1.

2.

