

**Tender For “Supply, Installation, Testing & Commissioning of hybrid EPABX having IP based features in the Embassy of India, Kathmandu**

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Important dates relating to the tender are as follows:

<b>S. No.</b>	<b>Particulars</b>	<b>Date</b>
i.	Bid Document Download start date	24.10.2018 (1130 hrs)
ii.	Clarification Start Date	24.10.2018 (1130 hrs)
iii.	Clarification End Date	09.11.2018 (1130 hrs)
iv.	Bid Submission Start Date	25.10.2018 (1130 hrs)
v.	Bid Submission End Date	14.11.2018 (1130 hrs)
vi.	Technical Bids Opening Date	14.11.2018 (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:** Supply, Installation, Testing and Commissioning of hybrid EPABX having IP based features in the Embassy of India, Kathmandu.

Dear Sir,

In response to your Tender Notice No. \_\_\_\_\_ Dated \_\_\_\_\_ for the above mentioned contract, I/We, a Private/Public Ltd Company / Partnership / Sole Proprietor submit the bids with the following particulars:

<b>S. No.</b>	<b>Description</b>	<b>Particulars</b>
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 Supply, Installation, Testing and Commissioning of IP Telephone Exchange 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 Supply, Installation, Testing and Commissioning of IP Telephone Exchange in the Embassy of India, Kathmandu.

2. The last date of receipt of offer in sealed envelope is on or before **14<sup>th</sup> November, 2018** up to 11:30 hrs. Tender documents are available on our website *www.indianembassy.org.np* and *www.eprocure.gov.in*. Details can also be collected from Attache(Estt & Proj), Tel 01-4411851.
3. The quotation shall remain valid for 120 days from the date of opening of Technical Bid. 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.

Sd/-  
Head of Chancery

### **Scope of work:**

#### **Supply, Installation, Testing and Commissioning of hybrid EPABX system having IP based features in the Embassy of India, Kathmandu. Detailed specifications are as under:**

1. Bidder shall provide one EPABX, with following specifications. System shall be installed at the premises of Embassy of India, Kathmandu. Bidder shall provide all system/equipment described in this specification. Bidder shall also mention year of the introduction of the system in Technical Bid.

- (a) The EPABX System shall be equipped with 350 Extn. Lines. The system shall be expandable up to 500 lines in the future. The bidder shall state the maximum expandability (No. Of ports) in the proposed system.
- (b) The EPABX shall be equipped with empty slot to add more module to increase capacity to another 150 lines. Bidder shall provide fully wired exchange for 500 lines up to MDF.
- (c) The EPABX System shall be based on hybrid system, with IP based features.
- (d) Bidder shall connect 16 trunk line with Existing exchange.
- (e) The EPABX shall be able to handle analogue/digital trunk interface as per National/International Standard.
- (f) The EPABX shall support National/International Standards interfaces for terminals/PC.
- (g) EPABX shall be able to provide simultaneous voice/data transmission conforming to ISDN.
- (h) The EPABX shall have integrated voice mail system with storage capacity.
- (i) The digital telephone set shall be able to connect to the exchange by two normal wires. Separate power feeding shall not be used.
- (j) The EPABX shall have the facilities to connect computer facsimile, multifunctional telephones & paging system through suitable interface common to all such devices.
- (k) The cabinet design shall provide for adequate ventilallation to dissipate heat due to energy loss.
- (l) The EPABX system can be any of the brands/makes viz. Alacatel, Panasonic and NEC, provided they have authorized service center and supplier of spare parts in Nepal.

## **2. Features**

### **2.1 System Features:**

- (a) Extension to extension dialing: It shall be possible to establish internal calls automatically by dialing any No. without assistance of the attendant.
- (b) Direct outward dialing: It shall be possible to establish external calls automatically by dialing any No. without assistance of the attendant(subject to class of service).
- (c) Provision of DID & DISA: It shall have facility for direct inward dialing and direct inward station access.

- (d) Direct outwards Station Access(DOSA):Any Extn. Can access the trunk lines of the system through personal pass code to make outward calls from outside. All DOSA calls remain in account of that particular Extn.
- (e) System should have full Automated Attendance System with minimum 5 trees.
- (f) Direct Station Selection (DSS): Just pressing a single key the operator or Extn. can directly call an Extn. or access the trunk line without hassles of pressing 3 digits.
- (g) Multi Level Voice DISA: When ordered as an extra feature/card, this will enable the systems to provide auto attendant service to outside callers to directly access the desired extension by surpassing the operator. The caller should be step wise guided by multi-level voice message.
- (h) Access to Exchange Network: It shall be possible for an extension to get access to public network with or without the attendant in such cases. Facility shall exist for the attendant to either dial the required No or to merely extend the junction to the extension and permit the subscriber to dial the number.
- (i) Privacy of call: Full privacy of conversation shall be available on all calls whether established directly or by the attendant. A warning tone of a specified frequency shall be applied when trunk offering facility is exercised by the attendant on an extension use.
- (j) Class of service: It shall be possible to allow an extension control over the telephone usage by providing him suitable class of service.
- (k) The coding technique to be used is ALAW/CODEC per channel.
- (l) System should have provision for Automatic Last No. Redial up to 20 times on Junction Line.
- (m) During night, when the board is shut, external lines should be linked to any pre-defined extensions.
- (n) Provisions for connecting recorded voice/answering to make available extensions to an incoming call without the help of operator.
- (o) Flexible Numbering Scheme: System should have provision for Flexible Numbering plan up to four digits for extensions.
- (p) EPABX shall SIP ready and shall provide subscriber ports/LAN Interface for switched computer data connectivity for 36 Subscribers using V 24/equivalent Interface Digital phone.
- (q) Universal Port Configuration: All ports of the system should be identical to facilitate flexible configuration of the system as per user needs.
- (r) Discriminate Ringing: The system should support multiple no of consoles for EPABX Systems.
- (s) Mixed Station Dialing: To support all the features irrespective of type of telephone instruments i.e. DTMF or DECADIC.
- (t) Versatile ASMDR the system should support ASMDR, which is a call accounting application that can record & print up to at least 3500 calls without dedicated printer.

- (u) Power Failure Transfer: In the case of Power Failure, all P & T/Co lines become available on the pre-set Extensions.
- (v) Programmable Class of service the system should support programmable class of service for P&T (STD/ISD/Local) dialing as per need.
- (w) Calling Line Identification (CLIP): The incoming calling No.is displayed on Key/Analog Phone even if the call is transferred by the operator, it is compatible to DTMF (Optional).

## **2.2 Extension Features:**

- (a) Automatic Call Back: Facility shall exist for an extension user on encountering a busy signal on a called extension,to invoke the automatic call back feature by dialing a code before hanging up. When both the calling and called parties are free, the call should be automatically put through on no answer the call may be disconnected after a specified period. (This facility should be available throughout the network if more than one EPABX are interconnected in a Private Network).
- (b) Call Forwarding: An extensions with this class of service shall be able to transfer all incoming calls, temporarily to another pre-selected extension. Such requests shall be registered by dialing a code followed by the extension .

No facility shall also exist for cancellation of a request registered earlier. This facility should be available throughout the network if more than one EPABX are inter- connected in a private network.

- (c) Consultation Hold: An extension engaged on an external call (incoming or outgoing) shall be able to hold the call while making internal call for private consultation. The external subscriber shall not overhear such consultation. There must be facility of music during hold condition.
- (d) Brokers Call: An extension engaged on an external call (incoming or outgoing) shall be able to hold the call while making another call than alternate between the two. The other party shall not over hear such consultation. There must be facility of music during hold condition. This facility should be available throughout the network if more than one EPABX are interconnected in a private network.
- (e) Automatic Call Transfer: It shall be possible for an extension user to transfer incoming calls to another extension with or without help of the attendant. This facility should be available throughout the network if more than one EPABX are interconnected in a private network.
- (f) Executive/Secretary: A combination of call forwarding,consultation & hold to provide for executive to selectively answer calls. This facility should be available throughout the network if more than one EPABXs are interconnected in a private network.
- (g) Executive Over Ride:There must be facility offering priority to 5 Min. extensions to over ride on going conversations.This facility should be available throughout the network if more than one EPABXs are interconnected in a private network.
- (h) Access to Paging: Extensions and attendant shall have dial access to a loudspeaker or any other type of paging system where such a system exists.
- (i) Conference Call: It shall be possible for an extension user(up to a maximum number of 6 to talk to each other at the same time on a conference circuit. One of the extension user or

by the attendant may set up the conference call. This facility should be available throughout the network if more than one EPABXs are interconnected in a private network.

- (j) Call Pick-Up: It shall be possible for an extension user to pick-up incoming calls of 6 to talk to each other at the same time on a conference circuit. One of the extension user or by the attendant may set up the conference call. This facility should be available throughout the network if more than one EPABXs are interconnected in a private network.
- (k) Call Re-Routing: It shall be possible for a call to be re-routed, without help of the attendant, to other pre-defined extensions when certain conditions when certain conditions apply. This facility should be available throughout the network if more than one EPABXs are interconnected in a private network.
- (l) Auto Call Disconnection: The system should facilitate to fix the time of call beyond which is will be automatically disconnected.
- (m) Dynamic STD Lock: The system should support that individual extension can lock outward dialing (STD/ISD/Local/Mobil) by a personal secret pass code to prevent misuse by others.
- (n) Pagine on Key Phone: The caller can activate speaker phone of the called extension to communicate in urgency in own voice when Extn. Is idle.
- (o) Call Name & Extension No on display (Internal CLI): Name as well as Extn. No. Of the caller is displayed on the key, Phone, facilitating to respond accordingly.
- (p) Background Music: The key phone user can enjoy the light background music channeled from system when voice DISA Card incorporated.
- (q) Auto-Answer/Auto-Off: Key phone can be programmed for auto answer after pre-set No. Of incoming rings. The key phone is automatically disconnected when caller disconnects.

### **2.3 Console Features:**

PC based attendant console with the following features:

- (a) The operator console should have soft/feather touch keys with easy to view display and busy lamp field for extensions. It will have easy handling facility for all internal & external call.
- (b) Answering an Incoming Call
- (c) Call queuing, call selection, Serial call and Call hold facility
- (d) Call Waiting Display
- (e) Setting Up External Calls
- (f) Trunk offering
- (g) Provision for Remote Supervisor Control



(h) Night Service

(i) Head Phone Connectivity

#### **2.4 Power Features:**

The battery and battery charger combination shall be such as to ensure continuity of DC supply to EPABX System at all times without even momentary interruption of service. The battery shall be sized to supply DC power to EPABX System for at least 10 hours during AC power supply failure in the system. The battery charger shall always be ON supplying DC power to EPABX System & at the same time charging the battery.

#### **2.5 Batteries:**

The battery shall be lead acid PLANTE Type positive plates as per IS-1652 for 2-3 hours back-up for 100% load. The plate shall be designed for maximum durability during service conditions including high rate of discharge and rapid fluctuation of load battery shall be mounted on wooden rack. Battery sizing calculation shall be as per IEEE Standard.

The bidder shall supply all types of accessories with each Battery set for maintenance and safety equipment for maintenance personal. Interconnecting power cables between battery charger, battery and the telephone exchange shall be heavyduty.

### **3. Earthing:**

The contractor shall do the needful to fix minimum 3 Ohm earthing at the exchange.

## **INSTRUCTIONS TO TENDERER**

Tender should be submitted in two parts, Part-I (Technical Bid) & Part-II (Financial Bid). Envelop of Part-I should be superscribed as "Tender for Supply, Installation, Testing & Commissioning of Hybrid EPABX having IP based features at the premises of Embassy of India, Kathmandu (Nepal), Part-I Technical Bid" and Envelop of Part- II should be superscribed as "Tender for Supply, Installation, Testing & Commissioning of Hybrid EPABX having IP based features at the premises of Embassy of India, Kathmandu (Nepal), Part-II Financial Bid".

### **1. Eligibility Criteria:**

Sl	Particulars	Details
1	<b>Experience</b>	(a) The company/contractor should have minimum five years' experience in the field. Preference will be given to those agencies which are original manufacturer of the equipment or authorized dealer of the product in the country. Documents regarding dealership shall be required to be attached with the Technical Bid.  (b) Preference will also be given to those company/contractor which has experience in working with Diplomatic Missions/Govt. Departments/ reputed Hotels etc. Satisfaction certificates from such organizations are essential.
2	<b>Registration No.</b>	The company/contractor should have a valid Registration Number either in India and/or Nepal
3	<b>Turnover</b>	The contractor should have a minimum turnover of NRs. 35 lakh per year or equivalent in Indian Rupees during the last three financial year.
4	<b>VAT</b>	Certificate that company/contractor pays VAT regularly and their VAT dues are cleared either in India and/or Nepal for the last financial year.
5	<b>Declaration for non blacklisted company</b>	The bidder shall give a declaration that it is not blacklisted by any of the government organizations in Nepal or in India.
6	<b>Maintenance &amp; Service Center</b>	The bidder shall attach details of its service centers or support staffs in Nepal only.
<p><b>NOTE:</b> 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>		

## 2. 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.

## 3. Validity:

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

3.2 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.

#### **4. Earnest Money Deposit**

4.1 (i) Each Technical Bid must be accompanied with an Earnest Money Deposit (EMD) of Nrs. 40,000/- (Nepali Rupees Forty 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 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 attached 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 shall be made after expiry of the bid validity and latest on or before 30<sup>th</sup> 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 date of completion of all contractual obligations including warranty period. After successful completion of all contractual obligations including warranty period, the Performance Security (without any interest) shall be refunded.

#### **5. Installation & Commissioning:**

5.1 After finalization of the tender, a Letter of Intent (LOI) shall be issued to the successful bidder. The bidder shall sign the formal agreement within one week from the date of issue of LOI. After signing the contract agreement, the agency shall commence the execution of work. All the aspects of safe delivery, installation, commissioning and testing of the equipment shall be the exclusive responsibility of the Service Provider and shall be completed in all respects within 4 weeks from the date of signing of the contracts.

5.2 The Embassy reserves the right to recover any loss sustained due to delayed delivery by way of penalty. Failure to supply and installation of the system within the stipulated period shall entitle the Embassy for the imposition of penalty without assigning any reasons @  $\frac{1}{2}\%$  (half percent) of the total contract value per day subject to a maximum of 5% (Five percent) unless extension is obtained in writing

form the Embassy on valid ground before expiry of delivery period.

#### **6. Payment Terms & Conditions:**

The payment shall be released to the contractor after successful supply, installation, commissioning and testing of the equipment at the site after ensuring desired quality and specifications of the articles. No advance payment shall be made to the agency.

#### **7. Contract Period:**

The contract period for supply, installation, commissioning and testing of the equipment shall be four weeks from the date of signing of formal contract. However, the rates shall be valid for one year from the date of signing of the agreement.

#### **8. 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.

#### **9. Guarantee period:** The following warranty will form part of the contract placed on successful Bidder-

Except as otherwise provided in the invitation tender, the Supplier hereby declares that the goods, stores articles sold / supplied to the Embassy 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 contained in the contract. The Supplier hereby guarantees that the said goods/stores would continue to conform to the description and quality aforesaid for a period not less than 12 months from the date of commissioning and handing over of the equipment in running conditions and that notwithstanding the fact that the Embassy may have inspected and or approved the said goods, if during the aforesaid period, the said articles/goods be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated, and the decision of the Embassy in that behalf shall be final and binding on the Supplier and the Embassy shall be entitled to call upon the Supplier to rectify/replace the goods/stores/equipment or such portion thereof as is found to be defective by the Embassy within a reasonable period. It shall be the sole responsibility of the bidder for maintenance of manufacturing or any technical defects within warranty period from the date of installation, commissioning and handing over the system without any charge.

#### **10. Financial Bid:**

10.1 The rates should be quoted in Nepalese Rupees (NPR) inclusive of all taxes/duties, transportation, installation and other charges, if any as per the attached BOQ (**Annexure - I**) with complete description. Name of the manufacturer, part number must be indicated clearly in the proforma invoice / quotation failing which the same shall be liable for rejection.

10.2 The vendor must furnish itemized price list of spare parts (except to be replaced under warranty period) separately indicating quantity, unit rate & total rate required for one year operation of the main equipment and prime movers, if any. The quoted rates shall be valid for one year.

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.

## **11. Tender Evaluation:**

11.1 The Embassy will evaluate the entire tenders, strictly on the basis of the predetermined inclusion/exclusion criteria, terms & conditions of the tender and terms & conditions as stipulated by the tenderer(s) in their tenders. During evaluation / scrutiny of the tenders, at any stage, if it is found that any of the tenderer(s)' terms and conditions are not in 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.

11.2 Financial Bid of only those bidders' shall be opened who qualify in technical bid evaluation stage.

11.3 If the schedule of requirements contains more than one schedule, then offers for each schedule are to be evaluated and ranked separately, if it is in the benefit of the Embassy, order may be awarded accordingly.

11.4 If any discrepancy arises in unit price and total price, the unit price shall prevail and total price shall be amended accordingly.

11.5 The Embassy reserves the right to reject any or all bids without assigning any reason thereof.

## **12. Award of Contract:**

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

## **13. Delivery and completion period:**

The Contractor shall ensure delivery of the equipment and its installation, commissioning and testing within a period of 4 weeks from the date of award of the contract. No extension of time shall be given unless on a valid ground.

## **14. Supplier's Obligations:**

14.1 The supplier shall ensure that any information/data which may come to the knowledge and/or possession of the company or any of the personnel of the company including those deployed with the Embassy, for execution of the contract, are not disclosed under any circumstances.

14.2 The supplier shall furnish full details, as may be required, of all personnel deployed for the execution of contract to the Embassy of India, Kathmandu, to facilitate background checks. He/She may further undertake to immediately intimate the Embassy of any information that may come to the knowledge of 'The Contractor', which may have a security implication.

## **15. Penalty :**

During the warranty period, if due to manufacturing and or any other technical defects of the equipment supplied, the system is down and if it is not restored in working condition within a reasonable period, the supplier shall be liable for a penalty @ ½ % (half percent) of the total value of the item covered in order per day subject to a maximum of 5% (five percent) unless extension is obtained in writing from the office on valid ground. Such amount shall be recovered from the Performance Guarantee.

**16. Force Majeure:**

Any delay due to Force Majeure will not be attributable to the bidder. Force Majeure events shall mean one or more of the following acts or events: Acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire or landslide; Radioactive contamination or ionizing radiation; Strikes or boycotts (other than those involving the Supplier or its employees / representatives or attributable to any act or omission of any of them) interrupting supplies and services of the Project for a period exceeding a continuous period of 7 (seven) days; An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents rendering of supplies or specified services by the Supplier for a period exceeding a continuous period of 7 (seven) days.

**16. Arbitration:**

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 on 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.

**17. Jurisdiction:**

The courts at New Delhi alone will have the jurisdiction to try any matter, dispute or reference between parties arising out of this tender / contract.

**18. Clarification:**

The prospective tenderer(s) requiring any clarification regarding the tender document are requested to contact Establishment Section (Phone: +977-1-4411851 and email id: estt.kathmandu@mea.gov.in).

At any time prior to the deadline for submission of bids, the Embassy may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer(s), modify the tender document by amendment.

The amendment will be published on Embassy website. In order to afford prospective tenderer(s) reasonable time to take the amendment into account and preparing their bid, the Embassy may, at its discretion extend the deadline for the submission of Tender.

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## **General Terms & Conditions**

1. The tenderer/bidder is bound by all terms and conditions of this Tender and any violation may invite forfeiture of his contract.
2. No conditional tenders shall be accepted.
3. Embassy of India, Kathmandu reserves the right to relax, modify any or all tender conditions.
4. There is no fee to apply for the tender. However, no exemption is allowed for EMD and Performance Gurantee.
5. Each bidder shall submit only one bid.
6. Telex or Facsimile bids are not acceptable. Bids received late including postal delay in open condition not meeting the tender conditions/incomplete in any respect are liable to be rejected.
7. The bidder shall furnish a list of companies, organization including foreign companies in Nepal, Diplomatic Missions and reputed hotels with whom they have a professional relationship such as for supply of EPABX and maintenance thereof.
8. The contractor shall not further sub-contract, the whole or any part of the contract, under any circumstances to a third party.
9. The contractor shall be solely responsible for any damage/loss of equipment, caused by the contractor or any of its representatives during execution of contract. The Embassy shall not be liable to compensate on this account.
10. The Contractor shall carry out preventive maintenance of the equipment once in every three months during the period of warranty, in order to forestall any major failure of the same. The preventive maintenance shall include physical cleaning of the equipment (both form outside and inside). A preventive report shall be submitted to Head of Chancery.
11. It is the responsibility of the contractor to ensure that all local laws and regulations are followed.
12. At the time of completion of contract, it shall be duty of contractor to hand over all related details of the equipment, its parts and other details which relevant to further maintenance and commissioning of the system.
13. It is expected that the bidders who wish to bid for this tender have highest standards of ethics.
14. Bidders are advised to visit the site and ascertain the requirement before submitting their bids. No variation in amount or any other conditions would be entertained post submission of the bids.
15. All bidders shall submit all tender documents with their signature and company's stamp along with the technical bid. In financial bid, there should be only rates of the items as per BOQ.
16. The rates should be quoted both in numericals and words. If, any discrepany arises, rates quoted in words shall be final. If any discrepany arises in unit price and total price, the unit price shall prevail.
17. The overall quantity mentioned in BOQ can be increased/decreased before delivery of the equipment.
18. The Embassy reserves the right to extend the date of receiving/opening of bids. All such details would be communicated on our website [www.indianembassy.org.np](http://www.indianembassy.org.np) under the 'Tender Notice' Section.

**ENVELOPE-1 : TECHNICAL BID**  
**(In separate sealed Cover-I super-scribed as Technical Bid)**

**CONTENTS:**

1	Make & model of the equipment	
2	Year of introduction of the proposed equipment	
3	Make & model of the accessories	
4	Experience in the field of communication (attach copy)	
5	Proof of similar work in any government organization/reputed hotel/distinguished private organization etc (attach copy)	
6	Technical specifications of the product (attach a separate sheet for the same)	

It is declared that we are the original manufacturer or authorized distributor of the proposed make & model of the equipment. The proposed equipment does not include any spurious part. In case, any spurious item is found; the Embassy is authorized to hold the payment or impose penalty as deemed fit from me/us.

Signature of authorized person with Firm's Seal

Name of the authorized person

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



### **Declaration by the Firm/Agency**

This is to certify that I/We are original manufacture or authorized distributor of the proposed EPABX and its accessories. 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:

Phone No (O):

email:

Date:

**PERFORMA FOR BANK GUARANTEE**  
**(On Non-judicial paper of appropriate value)**

In consideration of the President of India (hereinafter called "the Government") having offered to accept the terms and conditions of the proposed agreement between.....(hereinafter called "the Contractor") and .....(hereinafter called "the client") for the .....(hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. .... (Rupees.....only) as a security/guarantee from the contractor (s) for completion of his/her obligations in accordance with the terms and conditions of the said agreement.

1. We.....(hereinafter referred to as the "Bank") hereby undertake to pay to the Government an amount not exceeding Rs..... (Rupees.....only) on demand by the Government.

2. We.....do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor (s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....only).

3. We, the said Bank, further undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor (s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this Guarantee being absolute and unequivocal. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment there under, and the contractor (s) shall have no claim against us for making such payment.

4. We.....further agree that the Guarantee herein contained shall remain in full force and effect during the period that shall be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Government certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor (s), and accordingly discharges this guarantee.

5. We.....further agree with the Government that the Government shall have the fullest liberty without our consent, and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor (s), and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from or liability by reason of any such variation or extension being granted to the said contractor (s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties shall, but for this provision, have effect of so relieving us.

6. This Guarantee shall not be discharged due to the change in the constitution of the Bank or the contractor (s).

7. We.....lastly undertake not to revoke this Guarantee except with the previous consent of the Government in writing.

8. This Guarantee shall be valid up to .....unless extended on demand by the Government.

Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. .... (Rupees.....only), and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this Guarantee all our liabilities under this Guarantee shall stand discharged.

Dated the .....day of .....For.....

(Indicate name of the Bank)

**ENVELOPE-2 : FINANCIAL BID (BOQ)**  
**(In separate sealed Cover-II super-scribed as Financial Bid)**

**CONTENTS:**

1	Name of the Company/Firm/Agency	
2	Name of authorized point of contact with contact details	

S. No.	Items	Unit rate including all taxes/duties & other relevant charges (Nrs.)	Quantity	Total rate including all taxes/duties (Nrs.)
i.	IP based Digital Hybrid EPABX system having 24 CO lines, 32 Digital and 300 Analog lines, expandable upto 500 ports		01	
ii.	Digital Key Phone Set (minimum 12 keys)		32	
iii.	Analog Key Phone Set		250	
iv.	300 Pair MDF with Krone Module		01	
v.	Battery for power back up for minimum 2-3 hours			
vi.	Additional Analogue line card		01	
vii.	Additional Digital Card		01	
viii.	Provision for minimum 3 Ω (Ohm) earthing		01	
<b>Total charges on supply, installation &amp; commissioning of above equipment (in Nrs.) (including all taxes/duties and other involved charges)</b>				
<b>Total charges in words:</b>				

Above rates include all taxes/duties/octroi, transportation, insurance charges, installation and commissioning charges of above equipments at the premise of Embassy of India, Kathmandu. The rates are in totality and no extra charges will be claimed on above supply & services.

Signature of authorized person with Firm's Seal:

Name of the authorized person:

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