

Embassy of India
Kathmandu

NOTICE INVITING BIDS

Sealed tender documents/quotations are hereby invited directly from reputed bidders/agencies for supply of Motorcycles to Defence Wing, Welfare Branch, Embassy of India, Kathmandu. The last date of receipt of offer in sealed envelope is on or before 10 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 (MC)

28 Jan 2019

To,

**INVITATION OF BIDS FOR SUPPLY OF MOTORCYCLE
REQUEST FOR PROPOSAL (RFP) NO WO/357/ACCTS (MC) DATED 28 JAN 2019**

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,

Sd/-x-x-x-x-x
(S B Munnolli)
Major
AMA(W)
EOI, Kathmandu

PART I – GENERAL INFORMATION

- 1. Last date and time for depositing the Bids : 10 Feb 2019.** The sealed Bids (both technical and Commercial) 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 either dropped in the Tender Box marked as “**BID FOR MOTORCYCLE**” or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non delivery/non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).
- 3. Time and date for opening of Bids : 11 Feb 2019 (1100 hrs).** If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer.
- 4. Location of the Tender Box :** Defence Wing, Welfare Branch, Embassy of India, Kathmandu (Nepal). Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.
- 5. Place of opening of the Bids :** Defence Wing, Welfare Branch, Embassy of India, Kathmandu (Nepal). The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.
- 6. 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.
- 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 05 (five) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.
- 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 may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

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 for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
10. **Rejection of Bids** : Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
11. **Unwillingness to quote** : Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.
12. **Validity of Bids** : The Bids should remain valid till **(180 Days)** from the last date of submission of the Bids.
13. **Earnest Money Deposit** : Bidders are required to submit Earnest Money Deposit **(EMD)** for the cost of **Rupees One Lac (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.
14. **Duty Free Import** : Since the motorcycles are being procured for the Embassy of India, Defence Wing, there is an exemption of import duties on the motorcycle. Therefore the bidder should be able to provide the motorcycles at duty free rates. Necessary letter from the Embassy of India shall be provided to the successful bidder.

PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. **Schedule of Requirements** – List of items / services required is as follows:

Name/Type of item/services/description of stores Qty required
MOTORCYCLE, QTY - 12 Nos

2. **Technical Details** :

- (a) Technical details with technical parameters :-

Ser No	Feature	Specifications/Details
(i)	Engine Type	4-Stroke
(ii)	Displacement	Minimum 150 CC equivalent
(iii)	Starting	Kick & Self start
(iv)	No of Gears	05 Speed
(v)	Brake Front	Disc
(vi)	Wheels Type	Alloy
(vii)	Standard Warranty	Minimum 02 Years

- (b) Requirement of Technical documentation - **Standard documents accompanying the Vehicle i.e Detailed User Manual, Warranty Certificate, etc.**

- (c) Nature of assistance required after completion of warranty - **Service and Spares support.**

3. **Delivery Period** : Delivery period for supply of items would be 30 days from the effective date of contract. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

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

PART III – STANDARD CONDITIONS OF RFP

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

1. **Law** : The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract** : The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration** : All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration.
4. **Penalty for use of Undue influence** : The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offence by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1988 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
5. **Agents / Agency Commission** : The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction

of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

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

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

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

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

(a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than (6 months) 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 (9 months) provided Force Majeure clause is included in contract.

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

(e) As per decision of the Arbitration Tribunal.

10. **Notices** : Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by mail.

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

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

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

14. **Taxes and Duties**

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

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

(i) **General**

(aa) Bidders must indicate separately the relevant Taxes/Duties likely to be paid in connection with delivery of completed goods specified in RFP. In absence of this, the total cost quoted by them in their bids will be taken into account in the ranking of bids.

(ab) If Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of any Duty/Tax, it should be brought out clearly. In such cases, relevant certificate will be issued by the buyer later to enable the seller to obtain exemptions from taxation authorities.

(ac) Any change in levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service Tax, Octroi/entry tax, etc on final product upward as a result of any statutory variation taking place within contract period shall be allowed reimbursement by the Buyer to the extent to the extent of actual quantum of such duty/tax paid by the Seller. Similarly, in case of downward revision in any such duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concessions etc, if any obtained by the Seller.

(ad) Taxes as levied by the Local Government such as VAT etc on final product will be paid by the Buyer on actual on final product will be paid by the Buyer on actual on relevant documentary evidence. Taxes (VAT etc) will not be paid by the Buyer and they may not be indicated separately in the bids, Bidders are required to include the same in the pricing of their product.

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

(ii) **Customs Duty.**

(aa) For imported stores, the Bidder shall **quote prices at Duty Free Rates (including handling charges, if any), as vehicles being procured for the Embassy** are provided with necessary customs duty relaxation by the concerned department of the local Government (i.e. Government of Nepal)

(iii) **VAT**

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

(ab) On the Bids quoting VAT extra, the rate and the nature of VAT applicable at the time of supply should be shown separately. VAT 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 VAT and the same is payable as per the terms of the contract.

15. **Pre-Integrity Pact Clause:** N/A.

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.**

(a) **Indigenous cases** : 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 in Nepal for a sum equal to 10% of the contract value within 20 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given at Appx 'A'.

(b) **Foreign cases** : The Seller will be required to furnish a Performance Guarantee by way of a Bank Guarantee from Seller's Bank through an internationally recognised first class Bank in favour of the Government of India, Ministry of Defence to be confirmed by public sector bank or a private sector bank authorized to undertake government transactions (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) equal to 10 (ten percent) of the total value of this contract i.e. for US \$ (US Dollars (in words) only). Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The Performance Bank Guarantee shall be considered open upon receipt by the Buyer's Bank. In case any claims or any other contract obligations are outstanding, the Seller will extend the Performance Bank Guarantee as asked for by the Buyer till such time as the Seller settles all claims and completes all contract obligations. The Performance Bank Guarantee will be subject to encashment by the Buyer, in case the conditions regarding adherence to delivery schedule, settlement of claims and other provisions of the contract are not fulfilled by the Seller. The specimen of PBG is given at Appx 'A'.

2. **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. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is given at Appx 'B'.

3. **Paying Authority.**

(a) **Defence Wing, Welfare Branch, Embassy of India, Kathmandu (Nepal).**

(b) **Indigenous Sellers : (Name and address, contact details).** The payment of bills will be made on submission of the following documents by the Seller to the Paying authority alongwith 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.
- (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) 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).
- (xii) Any other document / certificate that may be provided for in the Supply Order / Contract.
- (xiii) User Acceptance.
- (xiv) 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 RFP)

4. **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 the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons/Organisation including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.

(b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organisation including the Buyer or any Deptt, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to :-

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

(iii) Sale of goods such as drugs which have expiry dates.

(iv) 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 previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private parties and bodies.

(c) The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract – “We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/organisation including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract except for quantity of stores categories under sub-clauses (a),(b) and (c) of sub-para (ii) above details of which are given below -”.

5. Risk & Expense Clause.

(a) Should the stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

(b) Should the stores or any installment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

(c) In case of a material breach that was not remedied within 30 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 :-

(a) Such default.

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

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

6. 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 results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract

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

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

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

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

7. Specification : The following Specification clause will form part of the contract placed on successful Bidder - The Seller guarantees to meet the specifications as per Part-II of RFP and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer Services as per modifications/requirements recommended after the Maintenance Evaluation Trials. All technical literature and drawings shall be amended as the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical upgradation/alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenisation or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques alongwith necessary tools as a result of upgradation/alterations will be provided to the Buyer free of cost within 30 days of affecting such upgradation/alterations.

8. 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.

9. Export License : The Bidders are to confirm that they have requisite export license from their Government and Authorization from the manufacturing plant, in case they are not the OEM.

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

11. **Packing and Marking** : The following Packing and Marking clause will form part of the contract placed on successful Bidder :-

(a) The Seller shall provide packing and preservation of the equipment and spares/goods contracted so as to ensure their safety against damage in the conditions of land, sea and air transportation, transshipment, storage and weather hazards during transportation, subject to proper cargo handling. The Seller shall ensure that the stores are packed in containers, which are made sufficiently strong, and with seasoned wood. The packing cases should have hooks for lifting by crane/fork lift truck. Tags with proper marking shall be fastened to the special equipment, which cannot be packed.

(b) The packing of the equipment and spares/goods shall conform to the requirements of specifications and standards in force in the territory of the Seller's country.

(c) Each spare, tool and accessory shall be packed in separate cartons. A label in English shall be pasted on the carton indicating the under mentioned details of the item contained in the carton. A tag in English with said information shall also be attached to six samples of the item. If quantity contracted is less than six then tag shall be affixed to complete quantity contracted of the item. The cartons shall then be packed in packing cases as required.

- (i) Part Number.
- (ii) Nomenclature.
- (iii) Contract annex number.
- (iv) Annex serial number.
- (iv) Quantity contracted.

(d) One copy of the packing list in English shall be inserted in each cargo package, and the full set of the packing lists shall be placed in Case No.1 painted in a yellow colour.

(e) If necessary, each package shall be marked with warning inscriptions: <Top>, "Do not turn over", category of cargo etc. g. Should any special equipment be returned to the Seller by the Buyer, the latter shall provide normal packing, which protects the equipment and spares/goods from the damage of deterioration during transportation by land, air or sea. In this case the Buyer shall finalize the marking with the Seller.

11. **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 or 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 (Year of Contract), 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 interchangeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

12. **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 his 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 and having 100% defined life at the time of delivery.

13. **Inspection Authority** : The Inspection will be carried out by Embassy of India, Nepal. The mode of Inspection will be Joint Inspection.

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

(a) The claims may be presented either: (a) on quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/ Insufficiency in packing, or (b) 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 30 days of completion of JRI and acceptance of goods. The quantity claim shall be submitted to the Seller as given at Appx 'C'.

(c) The quality claims for defects or deficiencies in quality noticed during the JRI shall be presented within 30 days of completion of JRI and acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 30 days after expiry of the guarantee period. The quality claims shall be submitted to the Seller as given at Appx 'D' .

(d) The description and quantity of the stores are to be furnished to the Seller along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will settle the claims within 30 days from the date of the receipt of the 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 an Indian Bank, in favour of Principal Controller/Controller of Defence Accounts concerned.

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

15. **Warranty.**

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

(i) Except as otherwise provided in the invitation tender, the Seller hereby declares that the goods, stores articles sold/supplied to the Buyer under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/mentioned in contract. The Seller hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of 12 months from the date of delivery of the said goods stores/articles to the Buyer or 15 months from the date of shipment/despatch from the Seller's works whichever is earlier and that notwithstanding the fact that the Buyer may have inspected and/or approved the said Goods/ stores/articles, if during the aforesaid period of 12/15 months the said Goods/ stores /articles be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated, and the decision of the Buyer in that behalf shall be final and binding on the Seller and the Buyer shall be entitled to call upon the Seller to rectify the goods/stores/articles or such portion thereof as is found to be defective by the Buyer within a reasonable period, or such specified period as may be allowed by the Buyer in his discretion on application made thereof by the Seller, and in such an event, the above period shall apply to the goods/stores/articles rectified from the date of rectification mentioned in warranty thereof, otherwise the Seller shall pay to the Buyer such compensation as may arise by reason of the breach of the warranty therein contained.

(ii) 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 an agreed discount on the published catalogue or an agreed percentage of profit on the landed cost.

(iii) 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.

(iv) 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.

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

(a) The Seller agrees to provide Product Support for the stores, Assemblies/subassemblies, fitment items and consumables, Special Maintenance Tools(SMT)/ Special Test Equipments (STE) subcontracted from other agencies/ manufacturer by the Seller for a maximum period of 15 years including one year of warranty period after the delivery of the **Motorcycle**.

(b) The Seller agrees to undertake Maintenance Contract for a maximum period of 12 months, extendable till the complete Engineering Support Package is provided by the Seller.

(c) 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 acceptable solution including additional cost, if any.

(d) Any improvement/modification/ up gradation being undertaken by the Seller or their sub suppliers 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.

(e) The Seller agrees to provide an Engineering Support Package as modified after confirmatory Maintenance Evaluation Trials (METs). The SELLER agrees 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 15 years as maintenance contract as specified or provision of complete Engineering Support Package to the Buyer whichever is later, as per terms and conditions mutually agreed between the Seller and the Buyer.

(d) **Technical Literature** : The details of technical literature to be supplied with the system should be listed as per the suggested format is given at Appx ' E'. This should be provided with both Technical and Commercial Proposals. The cost column may be left blank in the Technical Proposal.

PART V – EVALUATION CRITERIA & PRICE BID ISSUES

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

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

(b) In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.

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

(i) In cases where only Indian Bidders are competing, L-1 bidder will be determined by excluding levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service tax, Octroi/entry tax, etc on final product as quoted by bidders.

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

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

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

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

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

(e) 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.

(f) The Lowest Acceptable Bid will be considered further for placement of contract /Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

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

2. **Price Bid Format (to be used for L-1 determination)** : The Price Bid Format in general is given below and bidders are required to fill this up correctly with full details, as required under Part II of RFP (The format indicated below is only as an illustration). This format should be filled up with items/requirements as mentioned in Part-II of RFP.

(a) **Basic cost of the item/items.**

Item	Unit price	Qty	Total
Motor Cycle (150 CC)		12	

(b) **Total of Basic Price.**

- (i) Accessories
- (ii) Installation / Commissioning charges
- (iii) Training
- (iv) Technical literature
- (v) Tools
- (vi) AMC
- (vii) Any other requirement.

Note. 1 Determination of L-1 will be done based on total of basic price (not including levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service tax, Octroi/entry tax, etc on final product) of all items/ requirements as mentioned above.

3. **Additional Information in Price Bid on Taxes and Duties (not in scope of L-1 determination).**

- (a) Is Excise Duty extra?
- (b) If yes, mention the following :-
 - (i) Total value of items on which Excise Duty is leviable.
 - (ii) Rate of Excise duty (item-wise if different ED is applicable).
 - (iii) Surcharge on Excise duty, if applicable?
 - (iv) Total value of excise duty payable.
- (c) Is Excise Duty Exemption (EDE) required.
- (d) If yes, then mention and enclose the following :-
 - (i) Excise notification number under which EDE can be given.

- (e) Is VAT extra?
- (f) If yes, then mention the following :-
 - (i) Total value on which VAT is leviable.
 - (ii) Rate of VAT.
 - (iii) Total value of VAT leviable.
- (g) Is Service Tax extra?
- (h) If yes, then mention the following :-
 - (i) Total value of Services on which Service Tax is leviable.
 - (ii) Rate of Service Tax leviable.
 - (iii) Total value of Service Tax leviable.
- (j) Is Custom Duty Exemption (CDE) required.
- (k) If yes, then mention the following:
 - (i) Custom notification number under which CDE can be given (Enclose a copy).
 - (ii) CIF value of stores to be imported.
 - (iii) Rate of Customs Duty payable.
 - (iv) Total amount of Customs Duty payable.
- (l) Octroi / Entry taxes.
- (m) Any other Taxes / Duties / Overheads / Other costs.
- (n) Grand Total.
 - (i) Excluding AMC and spares.

FORMAT FOR PERFORMANCE BANK GUARANTEE

To,

Defence Wing, Welfare Branch
Embassy of India
Kathmandu (Nepal)

Dear Sir,

WHEREAS you have entered into a contract No _____ dated _____ (hereinafter referred to as the said Contract) with M/s _____, hereinafter referred to as the "seller" for supply of goods as per Part- II of the said contract to the said seller and whereas the Seller has undertaken to produce a bank guarantee for (%) of total Contract value amounting to _____ to secure its obligations to the President of India. We the _____ bank hereby expressly, irrevocably and unreservedly undertake and guarantee as principal obligors on behalf of the seller that, in the event that the President of India declares to us that the goods have not been supplied according to the Contractual obligations under the aforementioned contract, we will pay you, on demand and without demur, all and any sum up to a maximum of _____ Rupees _____ only. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. We undertaken to effect payment upon receipt of such written demand.

2. We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between you and the Seller, indulgence to the Seller by you, or by any alterations in the obligations of the Seller or by any forbearance whether as to payment, time performance or otherwise.

3. In no case shall the amount of this guarantee be increased.

4. This guarantee shall remain valid for months from the date of JRI acceptance of test consignment in India or until all the store, spares and documentation have been supplied according to the contractual obligations under the said contract.

5. Unless a demand or claim under this guarantee is made on us in writing or on before the aforesaid expiry date as provided in the above referred contract or unless this guarantee is extended by us, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.

6. This guarantee shall be a continuing guarantee and shall not be discharged by and change in the constitution of the Bank or in the constitution of M/s

_____.

Model ECS Mandate Format

Customer's option to receive payments through e-Payment (ECS/ EFT/ DIRECT CREDIT/ RTGS/ NEFT/ Other payment mechanism as approved by RBI.)

Credit Clearing Mechanism

1. Customer's name
2. Particulars of Bank Account –
 - a. Bank name
 - b. Branch name
 - c. Address
 - d. Telephone numbers
 - e. IFS code
 - f. 9 Digit code number of Bank and Branch appearing on MICR cheque issued by Bank
 - g. Account Type (S.B. Account / Current Account or Cash)
 - h. Ledger number
 - i. Ledger Folio number
 - j. Account number as appearing on Cheque Book
3. Please attach a blank cancelled cheque, or, photocopy of a cheque or front page of your savings bank passbook issued by your bank for verification of the above particulars.
4. Date of Effect
"I, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under scheme."

Date - (.....)
Signature of Customer

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp: (.....)
Date:

Signature of the Authorized Official from the Bank

Appx 'C'

QUANTITY CLAIM FORMAT

Quantity Claim to the Contract Nodated
.....
Claim Protocol number
Laid down
.....
For inter/tare storage
Commission, consisting of Chairmanand Members
..... having examined
the state of the delivered equipment ascertained as follows:-
1. The equipment was delivered by M/s against Bill of
Lading No of in the
quantity of one collie with the Marking Case No
.....
2. The obtained equipment is delivered under Contract
number..... Item Sr Number
Cost.....
3. The state of packing and seals on goods packages, correspondence of the
gross weight and the weight indicated in the way bills (packing lists) Nos of the
collies are to be pointed out Condition of the collie
..... Gross weight of the collie
..... Net weight of the collie
4. While unpacking the goods packages, the following discrepancy between the
shipping documents (packing lists as the packed equipment was
discovered/separately for the each package
.....
5. Conclusion of the commission
.....
6. The following documents confirming the justification of the complaint are
attached to the report (Packing list, photos of the damaged sports and others)
.....
.....
Chairman
Members
Place and date of issue

Appx 'D'

QUALITY CLAIM FORMAT

Quality Claim to the Contract Nodated
.....

Claim Protocol number

Laid down on

Concerning (Name of the claimed equipment)

Commission Members

Chairman

The Commission has acquainted with the claimed equipment and made the following decision:--

1. Serial No
.....(equipment)

Production by the Made by the manufacturer

(date of manufacture)

No of running hours With guarantee period of

(completed)

(years, months)

From the beginning of operation, the product has been operating for
hours.

2. Indicate operation conditions of the equipment

(State type of fuel and oil used during operation of the equipment)

3. Description of the defect

(the date and circumstances under which the defect was ascertained, short description of the probable causes and probable consequences of the defect)

4. List of units (or their parts)

(defective equipment will remain in that organization store-room when it has been operating till arrival of the Seller's instruction)

5. Conclusion of the Commission

(on investigation the commission decided that the claimed equipment is not serviceable and that it must be subject to repair or must be replaced with a new equipment. The kind of repair and place where the repair should be carried out are to be stated).

The following parts are required for the repair of the equipment (or its parts)

.....
.....

Appx 'E'

Format for Technical Literature Clause

1. **Operator Course.** This course is designed to give the student the necessary knowledge to operate an Equipment ___ effectively. It also covers unit maintenance procedures and procedures for unit level repair and replacement of parts.

Course Description & Materials

a. This course covers the theory, operation and proper sampling techniques. It will include hands on and visual presentations. Materials - Slide Show, User Guide.

b. This course allows the student to do practical exercises with an Equipment _____.
Materials - User Guide, Equipment ___ unit, Practical outline.

c. This time allows the student to ask any questions they have and review for the test. Materials - User Guide, Equipment ___ unit

d. Operator Test - The student takes the certification test. Materials - User Guide, Test paper.

2. **Trainer Course.** This course is designed to give the student an understanding of the Equipment ___ as well as first line maintenance techniques that will help the student to keep the (Equipment) ___ working properly. In addition to that there will be a course on training others how to use the (Equipment) ___ by stressing the important issues using the (Equipment) _____. Following the course there will be a certification test which will then allow the student to train other users on the (Equipment) _____.

Course Description & Materials

a. This course covers the theory, operation and proper sampling techniques. It will include hands on and visual presentations. It will also include first line maintenance techniques used in the field. Materials - Slide Show, Supervisor Guide.

b. This course allows the student to do practical exercises with an (Equipment) _____. Materials - Supervisor Guide, (Equipment) ___unit, Practical outline

c. This course cover the important issues in training other users on the (Equipment) _____. Materials - Trainer Guide, (Equipment) ___unit.

d. This course allows the students to practice training other users on the (Equipment) ___ under supervision. Materials - Trainer Guide, Slide Show, (Equipment) ___ unit.

- e. Supervisor Test - The student takes the certification test. Materials - Supervisor Guide, Test paper Trainer Guide.

3. Field Repair Level Maintenance Training: This course is designed to give the student an understanding of the (Equipment) ___ as well as first line maintenance techniques that will the student to keep the (Equipment) ___ working properly. Then the course will discuss the Mechanical/Automotive/Electronic/Armament portion of the (Equipment) ___. A break down of all components as well as the calibration procedure is taught. The student will then take apart and rebuild an (Equipment) ___ going over various points. Following the classes there will be a certification test which will allow the student to then do any repairs needed on the (Equipment) ___.

Course Description & Materials

- a. This course covers the theory, operation and proper sampling techniques. It will include hands on and visual presentations. It will also include first line maintenance techniques used in the field. Materials - Slide Show, Supervisor Guide.
- b. This course allows the student to do practical exercises with an (Equipment) ___. Materials - Supervisor Guide, (Equipment) ___ unit, Practical outline.
- c. This course covers all the electronics in the (Equipment) ___. A look at all the PCBs in the unit and the procedure of analyzing samples. Materials - Technical Guide, (Equipment) ___ unit.
- d. This course discusses the troubleshooting techniques used for repairing an (Equipment) ___. Materials - Technical Guide, (Equipment) ___ unit.
- e. This course cover the proper procedure in calibrating and (Equipment) ___. Materials - Technical Guide, (Equipment) ___unit.

4. Component level Maintenance Training. This course is designed to train students to undertake component level repair of all assemblies, subassemblies, modules, PCBs. etc.

5. Base Repair Maintenance Training. The syllabus for base repair maintenance training will be finalised during MET as per the requirement of the BUYER.

6. Technical Know How. The SELLER shall provide the complete know how on the technology used , repair and maintenance of the equipment and shall not withhold such information during the conduct of the training. Maintenance philosophy will be discussed and suggested norms for major maintenance tasks will be provided by the SELLER.