

**EMBASSY OF INDIA
KATHMANDU
(Defence Wing)**

**NOTICE INVITING
TENDER**

Embassy of India, Kathmandu invites tenders through email from NIC empaneled Indian Vendors/IT Company who have worked with Govt of India organization and have developed, hosted and maintained Web Applications of GoI's Ministries/Department, for development of "**Mobile Friendly Web Application**" and "**Integrated IT Hardware Equipment**" for followings:-

Development of Mobile Friendly Web Application includes designing, development of dashboard and relevant pages accessible to NDG Pensioners. The Web Application so developed will provide information regarding monthly entitlements of pension and grievances of NDG Pensioners related to various branches ie Pension, Welfare, Record and ECHS of Defence Wing.

2. The quotation should include maximum corporate discount. Interested parties are requested to Contact Military Pension Branch, Embassy of India Kathmandu through email amap.kathmandu@mea.gov.in.
3. The last date of receipt of offer through email is on or before 06 Aug 2024 1700 hrs (Kathmandu Time).
4. The Embassy of India reserves the right to reject/cancel any or all bids without assigning any reason.

No. MPB/Adm/287 Dated 16 Jul 2024

Sd/- XXX
Assistant Military Attaché (Pension)

REQUEST FOR PROPOSAL**MILITARY PENSION BRANCH, DEFENCE WING, EMBASSY OF INDIA, KATHMANDU**
INVITATION OF BIDS FOR DEVELOPMENT OF "MOBILE FRIENDLY WEB APPLICATION"
AND SUPPLY OF INTEGRATED IT HARDWARE EQUIPMENT FOR
MILITARY PENSION BRANCH KATHMANDU PENSION PAYING OFFICE POKHRA AND
DHARAN**Request for Proposal (RFP) No. MPB/Adm/287 Dated 16 Jul 2024**

1. Bids are invited through email for development of "Mobile Friendly Web Application" and "Supply of Integrated IT Hardware equipment" with features listed in Part II of this RFP.
2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below –
 - (a) Bids/queries to be forwarded to Military Pension Branch, Embassy of India, Kathmandu's email amap.kathmandu@mea.gov.in.
 - (b) Name/designation of the contact personnel: Major NS Kunwar, AMA (P).
 - (c) Telephone numbers of the contact personnel: +977-1-4001787.
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 and quantity thereof at any stage for proper utilization of fund and maximum satisfaction of the user. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

Yours faithfully,

(NS Kunwar)
Major
AMA(P)
For Defence Attaché

Part I – General information

- 1. Last date and time for depositing the Bids. (06 Aug 2024, 1700 hrs).** Prospective bidders may send their bids (Technical & Financial) through email on email ID amap.kathmandu@mea.gov.in Financial Quotation must be password protected. Bids, having non-password protected financial quotation will not be accepted. Both the bids ie Technical and Financial should reach by email before the due date and time. The responsibility to ensure this lies with the Bidder.
- 2. Manner of sending the Bids.** Bids should be sent to the given mail ID in two separate parts, i.e. Technical and Financial. Technical and Financial offers will be submitted in separate mail subjected as “Technical Offer” and “Commercial Offer” respectively on email ID amap.kathmandu@mea.gov.in so as to reach by the due date and time. Commercial Offer should be password protected. Late tenders will not be considered. No responsibility will be taken for non-delivery/non-receipt of Bid documents. Bids sent by FAX will not be considered.
- 3. Time and date for opening of Bids. (07 Aug 2024, 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. Place of opening of the Bids.** The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Or representatives can be joined through **Video Call**. 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.
- 5. Two-Bid system.** Only the Technical Bid will be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after finalization of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer.
- 6. Forwarding of Bids.** Bids should be forwarded by Bidders along with cover letter on their original memo / letter pad inter alia furnishing details like PAN number, GST number, Company Registration number, Tax clearance certificate, Non-convictional Certificate, Recent Comparative order 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 14 (fourteen) 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 email and such 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. Pre-Bid meeting.** A prospective bidder, requiring a clarification on the Tender document shall notify Military Pension Branch, Embassy of India, Kathmandu via email to amap.kathmandu@mea.gov.in before seek clarification end date i.e **23 Jul 2024**. Military Pension Branch, Embassy of India Kathmandu will conduct the Pre-bid Meeting on **24 Jul 2024** virtually to address the submitted queries.

11. **Rejection of Bids.** Any offer received incomplete or ambiguous is likely to be rejected at the discretion of the Buyer without recourse to further clarifications. The Buyer also reserves the right to seek clarification with one or more Vendors, if considered necessary and also not accept any offer at all in case they are not reasonable prices. 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.
12. **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.
13. **Validity of Bids.** The Bids should remain valid for a minimum of **180 days** from the last date of submission of the Bids.
14. **Earnest Money Deposit.** **Bidders are required to submit Earnest Money Deposit (EMD) of INR 1,00,000/- along with their bids. The EMD may be submitted in the form of Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per rule laid down by Government of India.** EMD is to remain valid for a period of forty-five days beyond the final bid validity period i.e 225 days. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid 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 amend, impairs or derogates from the tender in any respect within the validity period of their tender. **The bidder must submit EMD along with the Technical Bid via email.**
15. **Steps for development of application:**
- (a) The VDI for the said application alongwith the screenshots (For content vetting) be forwarded to DDGIT for post development vetting by the stakeholders.
 - (b) Whitelisting Cert shall be issued by DDGIT, HQ DGIS post approval by the stake holders. No payment will be made to vendor until the whitelisting certificate is obtained.
 - (c) Deployment of the application.
 - (d) Payment to the vendor.
16. **Determination of L-1.** L-1 will be determined on the total of basic cost + all duties & taxes.
17. The format for the acceptance to the terms and conditions for the procurement are attached as **Appendix A**. These will be signed by the authorized company representative and stamped with the company stamp.
18. **Confidentiality of the project.** Vendor shall ensure confidentiality of the project and shall not disclose any information gained by the vendor or his representative / agents, while interacting with the personnel of this Embassy or any document prepared in connection with the project or any document received by vendor or any study carried by the vendor directly or indirectly, to any person or company or institution or press etc. All representative of vendor who are associated with the project shall sign a confidentiality certificate, countersigned by an authorized signatory of the vendor with company seal duly affixed as per **Appendix B** attached. This shall be handed over by the vendor prior to commencement of the project.
19. Please ensure that this is your best and final offer.

**Part II – Essential Details of "Mobile Friendly Web Application"
and "Integrated IT Hardware Equipmnets"**

1. Development of "Mobile Friendly Web Application".

(a) Defence Wing, Military pension Branch and Pension Paying Offices at PPO Pokhara and Dharan deals with disbursement of pension, Collection of Annual Life Certificate and grievance redressal. In addition, Record Office, Welfare Branch and ECHS Branch deals with documentation, welfare activities and medical facilities for Nepal Domiciled Gorkha (NDG) pensioner

(b) Development of Mobile Friendly Web Application includes designing, development of dashboard and relevant pages accessible to NDG Pensioners. The Web Application so developed will provide information regarding monthly entitlements of pension and grievances related to various branches ie Welfare, Record, ECHS of Defence Wing.

(c) Application should be opened after typing link in address bar or clicking address. It should consist login credential. Validation should be restricted with registered mobile number or email address at database server. After login, it should show the dashboard whose layout should be more attractive, user friendly and practical. Home page should consist the following features

(i) Home page prior to login. User should be able to login by using their login credential i.e. username and password.

(ii) Registration. User should be able to register as a new user pensioner in roll, pensioner not in roll and NOK.

(iii) Forgotten password. User should be able to retrieve forgotten password using registered phone number and OTP.

(iv) Activate account. User should be able activate disabled account after receiving OTP.

(v) Contact Us. User should be able to get contact information of offices eg telephone number and emails.

(vi) Download Forms. Pensioner should be able to download various forms and applications.

(vii) About Us. User should be able to get latest information about offices.

(viii) Useful Links. Pensioner should be able to re-direct to various important links.

(ix) Home page after login. Pensioner should be able to re-direct to home page after successful login.

(x) Offices. Pensioner should be able to select offices.

(xi) Tasks. Pensioner should be able to select different task.

(xii) Grievance Portal. Pensioner should be able to submit grievance, get response to it and notify when grievance is replied.

(xiii) Registration of admin users: Registration of offices of Defence Wing as admin user and restrictions on data access to concerned offices as per requirement.

(xiv). Control Pannel

(aa) Centralized web portal for management of User Registration Request.

(ab) Approval of app User.

(ac) Lock and Unlock of app Users.

2. Details software specification is as per Appendix 'C'

(a) **Schedule of Requirements for Development of Web Application**– List of services required is as follows:-

Phase	Development
Phase I	Requirement Analysis
	Application Design
	API & Application Development
	API Integration
	Preparation of VDI for the said application alongwith the screenshots and forwarding to DDGIT for post development vetting
Phase II	Testing
	UAT
	Documentation
Phase III	Training at Kathmandu, Pokhara and Dharan to required Staffs at each location) & Go Live

(b) **Technical Details.**

Ser No	Item	Specifications
(i)	Web Pages	Programming Language-ASP.NET C#/JavaScript
		Content – Dynamic
		Login Facility
		Hosting – Secured Network
		Security
		Accessibility – Through standard browsers (Chrome, Firefox and Safari)
		Browser Add-Ons – Not to be used
(ii)	Web Application	Programming Language –ASP.NET C#/JavaScript
		Type – User Based Data Interface Application
		CMS Platform / templates – Not allowed (Only Custom Coding to be done)
		Role Base Access Control System
		Tracking of User activity (Logs) and Auto POP-UP for every log
		Session Time out feature
		Error logging for Audit Trial
		Encryption facility for data :- SAG approved encryption algorithms to be used
		Security Protocols :- Security from SQL Injection, XSS, Session Hijacking, Parameter manipulation, Path disclosure to be As per army protocols needs to be embedded
		Precompiled software snippets / Functions downloaded from Internet – Not allowed
Failed Login lockout feature		
(iii)	Database	Database Platform – Licensed Microsoft MsSQL
		Integration with BI tools for analysis by Admin
		Provisioning of hooks and system calls for scaling up and expansion and integration with developing middleware software for data to push/push from/to existing PPO System Software.
		Back up – Daily
		Security control restricting the type / format of files permitted to be uploaded

(iv)	AMC & Technical Support	Direct support – 1 year
		Testing and Evaluation – Physical presence at Kathmandu, Pokhara and Dharan is mandatory during this period.
		Training – On supply of software, vendor should provide training of minimum one week for 15 x staffs in respect of software being developed to the satisfaction of concerned beneficiaries at the premises of offices at Kathmandu, Pokhara and Dharan.
		AMC : For Three Years excluding one year direct support to provide upgrades and patches & fixing of errors after complete handover of software.

3. Procurement of Integrated IT Hardware Equipment.

(a) Schedule of Requirements for Integrated IT Hardware Equipment. – List of IT Hardware Equipment required is as follows :

S/No	Item	Quantity
(i)	Server alongwith genuine Windows Server and SQL Server (version 2019 or above)	1
(ii)	Desktop Computer alongwith genuine windows 11	3
(iii)	Firewall 100 Fortigate along with Unified Threat Protection for 1 Yr	1
(iv)	Firewall 40 Fortigate alongwith Unified Treat Protection for 1 Yr	2

(b) Technical Details.

S/No	Item	Minimum Acceptable Specifications
(i)	Server alongwith genuine Windows Server and SQL Server	<ul style="list-style-type: none"> ❖ <u>Form Factor</u> : 2U Rack with 2.5”SAS HDD, Rack mount kit included ❖ <u>Chasis</u>: Chasis supports minimum 8 units of 2.5” Hard Drives, minimum 24 bays. ❖ <u>Processor</u> : 2*32 Core Intel Xenon Silver4210R (2.40GHz 13.75MB Cache) ❖ <u>Processor Socket</u> : 2 (Two) ❖ <u>RAID Card</u> : Flash PCIe 12Gb Adaptor ❖ <u>Memory</u> : 512 GB ❖ <u>Minimum RAM & Slots</u> : 2 TB using 24 slots ❖ OS Support : Should support latest OS and Hypervisor ❖ Storage : 4 x 1.6 TB ❖ Network Card : 2 x 10 GbE SFP+SR + PCIe Adapter with 10 BASE-LR SFP + Tranceivers 2 x 10m LC-LC Multimode Fiber Cable ❖ Power Supply : Hot Plug 750-Watt Redunant Power Supply ❖ Dual Port 16 Gbps FC HBA for SAN connectivity ❖ System Management : IPMI 2.0 compliant ❖ Warranty : 3-years. ❖ SQL Server : Standard/Enterprises Edition (version 2019 or above) ❖ Genuine Windows Server (version 2019 or above) ❖ MS Office (Version 2019 or above)

(ii)	Desktop Computer alongwith genuine windows 11	<ul style="list-style-type: none"> ❖ Processor : i5 12th Gen ❖ RAM : 8 GB ❖ Storage : 2 TB ❖ Graphics : Intel UHD Graphic 730 ❖ Integrated Lan : 1000 mpbs ❖ Genuine Win 11 Pro ❖ Monitor : 19-20" ❖ Keyboard & Mouse ❖ Warranty – 3 years
(iii)	Firewall 100 Fortigate along with Unified Threat Protection for 1 Yr	Firewall 100 Fortigate along with Unified Threat Protection for 1 Yr. Firewall/UTM Rack mounted with 8 or more interfaces, 1.5 Gbps or higher throughput, IPv6 ready and capable of 8 or more VPNs
(iv)	Firewall 40 Fortigate alongwith Unified Treat Protection for 1 Yr	Firewall 40 Fortigate along with Unified Treat Protection for 1 Yr. Firewall/UTM Rack mounted with 8 or more interfaces, 1.5 Gbps or higher throughput, IPv6 ready and capable of 8 or more VPNs

4. **Two-Bid System.** Bidders should be NIC empaneled Indian Vendors/IT Company who has worked with Govt of India organizations. **Bidders must be at least a CMMI 3 company or above.** Eligible Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. The Bidders are advised to submit the compliance statement in the format given at **Appendix C** along with Technical Bid.

5. **Delivery and implementation schedule for development of Mobile Friendly Web Application:** The details of the project implementation are as follows:-

Phase	Development	Time Period (Weeks)
Phase I	Requirement Analysis	02
	Application Design	06
	API & Application Development	
	API Integration	
	Preparation of VDI for the said application alongwith the screenshots and forwarding to DDGIT for post development vetting	01
Phase II	Testing	02
	UAT	01
	Documentation	
Phase III	Training (15 Staffs) & Go Live	01

- Please note that supply order can be cancelled unilaterally by the Buyer in case the service rendered is not meeting the requirement during the development phase or Post Development Phase. Extension of delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

6. **Delivery Period for Integrated IT Hardware Items:** - Delivery period for supply of items would be three week from the effective date of Supply Order (01X Desktop computer and Firewall 40 fortigates be delivered and configured to each Pension Paying Office at Pokhara and Dharan. Rest of items to be delivered and configured to Military Pension Branch, Kathmandu). Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received with in the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer.

7. **Consignee details :**

**Military Pension Branch
Embassy of India
Kathmandu, Nepal
Email : amap.kathmandu@mea.gov.in**

Part III – Standard Conditions of RFP

1. The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal (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 the Bid submitted by the Bidder.

(a) **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.

(b) **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.

(c) **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).

(d) **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 for bearing to do or for having done or for borne 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 for bearing 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 offers 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, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and 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.

(e) **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.

(f) **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.

(g) **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.

(h) **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.

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

(aa) The delivery of the material is delayed for causes not attributable to Force Majeure for more than (one month) after the scheduled date of delivery.

(ab) The Seller is declared bankrupt or becomes insolvent.

(ac) The delivery of material is delayed due to causes of Force Majeure by more than (one month) provided Force Majeure clause is included in contract.

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

(ae) As per decision of the Arbitration Tribunal.

(k) **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

(l) **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.

(m) **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.

(n). **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.

(o) **Taxes and Duties**

(i) **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.

(ii) **In respect of Indigenous bidders**

(aa). If Bidder desires to ask for excise duty or Sales Tax / GST extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

(ab) If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be trained after the opening of tenders.

(ac) If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.

(ad) If a 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 him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged fit becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

(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.

(iii) **Customs Duty –**

(aa) For imported stores offered against forward delivery, the Bidder shall quote prices thereof exclusive of customs duty. The Bidder shall specify separately the C.I.F. prices and total amount of customs duty payable. They will also indicate correctly the rate of customs duty applicable along with Indian Customs Tariff Number. Customs duty as actually paid will be reimbursed on production of necessary documents i.e. (i) Triplicate copy of the bill of entry; (ii) copy of bill of lading; (iii) a copy of foreign principal's invoice. However, if the Bidder imports the stores in question against his own commercial quota Import licenses, he will also be required to submit in addition the triplicate copy of bills of entry etc. a certificate from his Internal Auditor on the bill itself, to the effect that the following items/quantity in

the bill of entry related to the stores imported against Defence Buyer contract number and date.

(ab) Subsequent to the reimbursement of customs duty, the Bidder will submit to the concerned Payment Authority a certificate to the effect that he has not obtained any refund of customs duty subsequent to the payment of duty to the Customs authority by him. In addition, he shall also submit to the Paying Authority concerned a certificate immediately after a period of three months from the date of payment of the duty to customs authorities to the effect that he has not applied for refund of the customs duty subsequent to the payment of duty to the customs authorities by him.

(ac) In case the Bidder obtains any refund of customs duty, subsequently to the payment of the same by him to the customs authorities and reimbursement of the customs duty to him by the Payment Authority, he should forthwith furnish the details of the refund obtained and afford full credit of the same to the Buyer.

(iv) Excise Duty

(aa) Where the excise duty is payable on advalorem basis, the Bidder should submit along with the tender, the relevant form and the Manufacturer's price list showing the actual assessable value of the stores as approved by the Excise authorities.

(ab) Bidders should note that in case any refund of excise duty is granted to them by Excise authorities in respect of Stores supplied under the contract, they will pass on the credit to the Buyer immediately alongwith a certificate that the credit so passed on relates to the Excise Duty, originally paid for the stores supplied under the contract. In case of their failure to do so, within 10 days of the issue of the excise duty refund orders to them by the Excise Authorities the Buyer would be empowered to deduct a sum equivalent to the amount refunded by the Excise Authorities without any further reference to them from any of their outstanding bills against the contract or any other pending Government Contract and that no disputes on this account would be raised by them.

(ac) The Seller is also required to furnish to the Paying Authority the following certificates:

(aaa) Certificate with each bill to the effect that no refund has been obtained in respect of the reimbursement of excise duty made to the Seller during three months immediately preceding the date of the claim covered by the relevant bill.

(aab) Certificate as to whether refunds have been obtained or applied for by them or not in the preceding financial year after the annual Audit of their accounts also indicating details of such refunds/applications, if any.

(aac) A certificate along with the final payment bills of the Seller to the effect whether or not they have any pending appeal/protest for refund or partial refund of excise duties already reimbursed to the Seller by the Government pending with the Excise authorities and if so, the nature, the amount involved, and the position of such appeals.

(aad) An undertaking to the effect that in case it is detected by the Government that any refund from Excise Authority was obtained by the Seller after obtaining reimbursement from the Paying Authority, and if the same is not immediately refunded by the Seller to the Paying Authority giving details and particulars of the transactions, Paying Authority will have full authority to recover such amounts from the Seller's outstanding bills against that particular contract or any other pending Government contracts and that no dispute on this account would be raised by the Seller.

(ad). Unless otherwise specifically agreed to in terms of the contract, the Buyer shall not be liable for any claim on account of fresh imposition and/or increase of Excise Duty on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.

(v) Sales Tax / GST

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

(ab) On the Bids quoting sales tax extra, the rate and the nature of SalesTax applicable at the time of supply should be shown separately. Sales tax will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax and the same is payable as per the terms of the contract.

(vi) Octroi Duty & Local Taxes

(aa) Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorised officer. Seller should ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.

(ab) In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or by laws/notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

Part IV – Special Conditions of RFP

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

1. **Performance Guarantee.** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty.
2. **Advance Payments:**
 - (a) No advance payment(s) will be made.
 - (b) Payment(s) will be made only after obtaining Whitelisting Certificate from DDGIT and deployment of application.
 - (c) Payment(s) will be made only after successful delivery / installation and testing.
3. **Option Clause.** The contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional quantity of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.
4. **Tolerance Clause.** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to 10 % plus / minus increase or decrease the quantity / features of the required good/services upto that limit without any change in the terms & conditions and prices quoted by the seller. While awarding the contract, quantity / features ordered can be increased or decreased by the Buyer within this tolerance limit.
5. **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 Sellers 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 Seller 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 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.

6. **Risk & Expense clause:**

- (a) Should the stores or any installment thereof not be delivered within the time or time 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 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-
 - (i) Such default in the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.
 - (ii) 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 ____% of the value of the contract."

7. **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.

8. **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 up-gradation/alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenization or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques along with necessary tools as a result of up-gradation/alterations will be provided to the Buyer free of cost within **07 days** of affecting such up-gradation/alterations.

9. **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.

10. **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, to export the military / non-military goods to India.

11. **Transportation:** The Seller will bear the cost and freight necessary to deliver the items to the location of installation where necessary.

12. **Quality :** The quality of the application delivered according to the present contract shall correspond to the technical conditions and standards valid for the deliveries of the same APPLICATION for in seller's country of specifications enumerated as per RFP and shall also include therein modification to the APPLICATION suggested by the Buyer such modifications will be mutually agreed to. The seller confirms that the APPLICATION to be supplied by the seller in the past of any the seller shall supply and interchangeability certificate along with this contract shall be new i.e not manufactured before 2023 and shall incorporate all the latest improvements and modification thereto.

13. **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 having 100% defined life at the time of delivery.

14. **Inspection Authority:** The inspection will be carried out after forwarding the VDI of the said application alongwith the screenshots (For content vetting) to DDGIT for post development vetting by the stakeholders. Deployment of the application will be carried out only after receipt of Whitelisting Certificate issued by DDGIT.

15. **Warranty:**

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

(i) Except as otherwise provide in the invitation tender, the Seller hereby declares that the IT Application 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 continue to confirm to the description and quality aforesaid for a period of **60 months** from the date of Testing And Acceptance of the said application to the Buyer that the Buyer may have inspected and /or approved the said application, if during the aforesaid period of 60 months the said application be discovered not to confirm 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 application or such portion thereof as is found to be defective by the Buyer within a 48 hrs, or such specified as may be allowed by the Buyer in his discretion on application made thereof by the Seller, and in such an event, the above period shall apply to the application rectified from the date of rectification mentioned in warranty thereof, otherwise the seller shall pay to the Buyer compensations alien to cost of malfunction of that portion or complete portion as may arise by reason of the breach of the warranty therein contained.

(ii) Guarantee will cover unexpected application crash and any bug which will hamper the running of the APPLICATION. The necessary supply supports/updates at free of cost for the first year & at free ATS of remaining 60 months and at ATS cost thereafter.

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

(a) **The seller agrees to undertake free Technical Support Contract for a maximum period of 12 (Twelve) months**, extendable till the complete Technical Support Package is provided by the Seller after the expiry of warranty as per ATS.

(b) In the event of any obsolescence during the above mentioned period of technical 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.

(c) Any improvement /modification/ up-gradation being undertaken by the Seller of their sub suppliers on the application being purchased under the Contract will be communicated by the seller to the Buyer and, if required by the Buyer, these will be carried out by the Seller at Buyer's cost.

(d) The seller agrees to provide a Technical Support Package as modified after confirmatory Maintenance Evaluation Trail (METs). **The SELLER agrees to undertake the up-gradation/ modification support of the application supplied under this contract for a period of 3 (Three) years as technical support contract as specified or provision of complete Technical Support Package to the Buyer whichever is late, as per terms and conditions mutually agreed between the seller and the buyer**

(e) The seller agrees to provide a Technical Support to incorporate many months to cater for all changes/modifications in the application necessitated due to Policy changes / under requirements.

(f) The Seller agrees to provide a provision for providing data via DVD if required.

17. Security Audit of Application: The agency/vendor selected through this RFP will be responsible for the security audit of the Mobile Friendly Web Application by a CERT-In empaneled agency before launch of the application.

18. Cyber Security Measures: The following needs to be kept in mind while designing application security:-

(a) Security should be incorporated as part of application development and not as a separate add on module.

(b) Security of service accounts which are used as privilege accounts for assessing and processing of data.

(c) Security authorization granted to the application should be withdrawn once the process is over.

(d) Access control methods being implemented for the application.

(e) The application should adequately safeguard against :-

- (i) Buffer overflow attacks.
- (ii) Bypassing authentication techniques.
- (iii) Reverse Engineering attacks.
- (iv) Other vulnerabilities which have already exploited.

(f) Web Based Application. As per the minimum security requirement the 'OWASP -top - 10' and 'SANS/CWE – Top – 25' vulnerabilities should be addressed. Web application need to be tested before as well as after deployment and on case to case basis. PPO office will perform VAPT (Vulnerability Assessment and Penetration testing) on the basis of security and vulnerabilities policies, Bidder should fix entire issues shown by VAPT reports.

19. **Secure Transfer of Information** Information owners will ensure that the security classification of the information required to be transferred over a network confirms to the security classification of the network/media. No information will be transferred over any network/media if its security classification is higher than the security classification of network/media.

20. **Annual Technical Support (ATS) Clause:** The following ATS clause will form part of the contract placed on successful Bidder:-

(a) The Seller would provide comprehensive ATS for a period of thirty six months after expiry of free warranty period 12 months. The ATS services should cover the all technical support under the present contract. The ATS services would be provided in two distinct ways :-

(i) **Preventive Technical Support.** The Seller will provide minimum of four preventive Technical Support visits during a year to the operating base to carry out functional checkups and minor adjustment/tuning as may be required.

(ii) **Breakdown Technical Support.** In case of any breakdown of the application on receiving a call from the Buyer, the Seller is to provide technical support service to make the Mobile Friendly Web Application serviceable.

(b) **Response time:** The response time of the Seller should not exceed 24 (Twenty four) hours from the time the breakdown intimation is provided by the Buyer.

(c) Serviceability of 99% per year is to be ensured. This amounts to maximum downtime of 02 days per year. Also un-serviceability should not exceed **02** days at one time. Required spares to attain this serviceability may be stored at site by the Seller at his own cost. Total down time would be calculated at the end of the year. If downtime exceeds permitted downtime, 1%-LD would be applicable for the delayed period.

(d) Maximum support turnaround time for application would be **02** days.

(e) Technical Documentation: All necessary changes in the documentation (Technical and operators manual) for changes carried out on Application will be provided.

(f) During the ATS period, the Seller shall carry out all necessary technical support to the IT Application under ATS at the current location of the application. Prior permission of the Buyer would be required in case certain systems are to be shifted out of location. On such occasions, before taking over of application, the Seller will give suitable bank guarantee to the Buyer to cover the estimated current value of the application being taken.

(g) The Buyer reserves its right to terminate the support contract at any time without assigning any reason after giving a notice of one month. The Seller will not be entitled to claim any compensation against such termination. However, while terminating the contract. If any payment is due to the Seller for maintenance services already performed in terms of the contract, the same would be paid to it as per the contract terms.

21. **Warranty and Maintenance Backup (Integrated IT Hardware Equipment):** Except and 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 36 months** from the date of delivery of the said goods/stores/articles to the Buyer or 36 months from the date of dispatch 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 24/36 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.

(a) **Warranty:** You will undertake to provide **three years warranty** for the complete system commencing on the date of acceptance. During warranty you will repair/replace without any cost any equipment/part/accessory, which becomes defective except items of a consumables nature. During the warranty period all warranty benefits received by you from the OEMs, for any equipment pertaining to third parties will be passed on in toto to the Customer.

(b) **Conditions during Warranty:** The systems should fulfill the following conditions during warranty:-

(i) Any failure in the system or a subsystem thereof should be rectified within a maximum period of 48 hours of lodging a complaint.

(ii) If the system is down beyond 7 Days, penalty at the rate of Rs. 250/- IC (Rs two hundred and fifty only) per day per system will be charged or received out of the Bank Guarantee held toward warranty. In case of any system/sub system being down for more than seven working days, user has the option to get it repaired from any suitable agency at the risk and cost of vendor which will be deducted from the Bank Guarantee due to vendor.

(iii) Any system failing at subsystem level three times within a period of three months or displaying chronic faulty behavior or manufacturing defects or quality control problems will be totally replaced by the vendor at his risk and cost within 30 days of being intimated.

(c) **Spares and Consumables:** You will guarantee to provide 90% uptime for the system during the warranty. Methodology for calculation of downtime will be worked out jointly between the vendor and the user at the time of placing the order. In case of failure to maintain specified uptime the proportionate loss to the government will be made good by the vendor. Alternatively warranty may be extended by the duration for which the company has been unable to provide specified uptime. The discretion to exercise either of these options lies with the Customer. Bank guarantee submitted as performance guarantee will be extended accordingly in case of extension of warranty period.

22. **Repeat Order Clause:** The contract will have a Repeat Order Clause, wherein the Buyer can order upto 50% quantity of the items under the present contract within six months from the date of supply/successful completion of this contract, the cost, terms and conditions remaining the same. The bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.

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

Part V- Evaluation Criteria & format for Price Bids

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 Bidder will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical characteristics of the equipment as mentioned in 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 basic cost excluding all taxes as per Price Bid format given at **Appendix 'D'**.
 - (d) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words and figures, the amount in words will prevail for calculation of price.
 - (e) The Buyer reserves the right to evaluate the offers received by using Discounted Cash Flow method.
 - (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 a position to supply full quantity in stipulated time.
2. **Service Level Agreement (SLA).** On placement of supply order, the successful vendor will furnish **Service Level Agreement** as per format given at **Appendix 'E'** within 30 days of placing supply order. The terms and conditions of the Service Level Agreement will be binding to the vendor over and above those covered in the RFP/Supply order.
3. **Price Bid Format.** The price Bid Format is given at **Appendix 'D'**. Bidders are required to fill this up correctly with full details.

Appendix 'A'

(Refers to Para 17 of
Part-I of RFP)

CERTIFICATE ACCEPTING ALL TERMS AND CONDITIONS

1. Validity Prices are valid upto _____ (fill date). Minimum 180 days from the date of opening of tenders at Military Pension Branch, Embassy of India, Kathmandu.

CERTIFICATE

It is certified that all the terms and conditions as laid in the tender and its appendices are accepted by the company and will abide by them. It is further certified that any cost incurred on additional technical support required to complete the integrated project would be borne by us.

Company Seal

(Authorised Signatory of Company)

Place : _____

Date : _____

Appendix 'B'

(Refers to Para 18 of
Part-I of RFP)

CERTIFICATE FOR NON-DISCLOSURE OF CONTRACT

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

Company Seal

(Authorized signatory of company)

Appendix 'D'(Refers to Para 1(c) & 3
of Part-V of RFP)**PRICE BID FOR DEVELOPMENT OF MOBILE FRIENDLY
WEB APPLICATION****1. Tender No. MPB/Adm/297 dated ___ Jul 2024**

Date & Time to reach this office:	Date	time
Time and date of opening of Tenders		
Validity of Tender required till	180 days from the date of opening	

2. Details of items offered

Ser No.	Description	Unit Cost	Qty	Total Price
		In Indian Rupees		in Indian Rupees
(a)	Development of Mobile Friendly Web Application with Intellectual Property Right & addition of require feature during development and within a year after launch of application		1	
(b)	1 (One) year Direct Support excluding 3 (Three) year Annual Technical Support		3 yrs	
(c)	One time cost of security audit of Web Application		1	
G Total (1)				

*Unit price should be exclusive of all Government duties, Govt Duties/taxes etc should be specified below giving the current rate applicable.

Please Specify the following:-

(All columns are to be filled otherwise the offer is liable to be rejected)

S/No	Details	To be filled by the Firm
(a)	Is Excise duty/Tax extra ? (Answerer in Yes/No)	
	If Excise duty is extra, indicate the extent/current rate of Excise duty leviable for item	
(b)	Is VAT / GST extra ? (Answerer in Yes/No)	
	If Yes, indicate the rate and amount	% INR.
(c)	Is customs duty Exemption Certificate (CDE) required (Answerer in Yes/No) If CDE is required indicate and enclose the notification under which CDE can be issued.	
	If CDE is required indicate Cost Including Freight (CIF) value of stores to be imported	
	If CDE is required indicate the Customs Duty payable.	
(d)	Is your company exempted from payment of sales Tax and Excise Duty ? (Answerer in Yes/No)	
(e)	Any other duty/levy	
(f)	Details of EMD	
(g)	Acceptance of Performance Bank Guarantee on confirmation of order	
G Total (2)		

Note : The tenders are required to spell out the rates of Customs duty, Excise duty, VAT/GST (as applicable), in unambiguous terms, otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices.

Appendix 'D'

(Refers to Para 1(c) & 3
of Part-V of RFP)

PRICE BID**DEVELOPMENT /PROCUREMENT OF DEVELOPMENT OF MOBILE FRIENDLY WEB
APPLICATION**

Tender No. MPB/Adm/297 dated ____ Jul 2024

3. Total cost of project = G/Total (1) + G/Total (2)= INR _____

4. L1 will be determined at the total cost of project (Basic cost + 3 yrs of ATS) including all taxes.

Company Seal

(Authorized Signatory of Company)

Place :

Date :

Appendix 'D'(Refers to Para 1(c) & 3
of Part-V of RFP)**PRICE BID FOR INTEGRATED HARDWARE EQUIPMENTS****1. Tender No. MPB/Adm/297/**

Date & Time to reach this office:	Date time
Time and date of opening of Tenders	
Validity of Tender required till	180 days from the date of opening

2. Details of Items offered

(a)	Basic cost of the item/items					Remarks (*Make/Made and Model No. / MRP if available)
	Item	Unit Price	Qty	Total		
	(i)	Server alongwith genuine Windows Server and SQL Server (Version 2019 or above)		1		
	(ii)	Desktop Computer alongwith genuine windows 11		3		
	(iii)	Firewall 100 Fortigate along with Unified Threat Protection for 1 Yr		1		
	(iv)	Firewall 40 Fortigate alongwith Unified Treat Protection for 1 Yr		2		
(b)	Accessories					
(c)	Installation/Commissioning charges					
(d)	Training					
(e)	Technical Literature					
(f)	Tools					
(g)	Any other item					
(h)	Is Excise Duty extra?					
(i)	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:				
(j)	Is Excise Duty Exemption (EDE) required:					
(k)	If yes, then mention and enclose the following:					
	i.	Excise notification number under which EDE can be given:				
(l)	Is VAT / GST extra:					
(m)	If yes, then mention the following:					
	i.	Total value on which VAT / GST				

		is leviable:	
	ii.	Rate of VAT / GST:	
	iii.	Total value of VAT / GST leviable:	
(n)		Is Service Tax extra?	
(o)		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:	
(p)		Is Custom Duty Exemption (CDE) required:	
(q)		If yes, then mention the following:	
	i.	Custom notification number under which CDE can be given (Enclose a copy):	
	ii.	CIF value of store to be imported:	
	iii.	Rate of Customs Duty payable:	
	iv.	Total amount of Customs Duty payable:	
(r)		Octroi / Entry taxes:	
(s)		Any other Taxes / Duties / Overheads / Other costs:	
(t)		Grant Total:	

Company Seal

(Authorized Signatory of Company)

Place :

Date :

Appendix 'E'

(Refers to Para 2 of
Part-V of RFP)

SERVICE LEVEL AGREEMENT (SLA)

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

2. **Parties Involved.**

- | | | | |
|-----|------------------|--------------------------------|--|
| (a) | Service Provider | | |
| | (i) | Point of Contact (POC) name(s) | : |
| | (ii) | Location | : |
| | (iii) | Contact Nos | : |
| (b) | End-User org | : | Military Pension Branch,
EOI, Nepal |
| | (i) | POC name | : |
| | (ii) | Local Office | : |
| | (iii) | Contact No | : |
| | | | 014001787, 014413034 |

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

- (a) Meeting response time associated with service related incidents.
- (b) Appropriate notification to Customer for all scheduled maintenance.
- (c) Manned telephone support.
- (d) Monitored email support.
- (e) Planned or Emergency On-site assistance.
- (f) Monthly system health check including configuration errors, loading of application software (if applicable) etc.

SERVICE LEVEL AGREEMENT (SLA)

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

- (a) In case of fault, contact Service provider POC first, if available.
- (b) Provide the Service Provider with a description of problem, it's priority and potential mission impact.
- (c) Assist the Service provider during the fault isolation process.
- (d) Provide the Service provider with access to eqpt/resources as needed.
- (e) Provide upon request equipment layout, network schematic etc. for faults isolation.
- (f) Co-ordinate with the Service Provider on any major configuration changes.

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

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

- (i) Telephone support : 00900 AM to 1750 PM (Mon-Fri)
- (ii) Email Support : Monitored 0900 to 1750 PM (Mon-Fri)
- (iii) On-site assistance : Guaranteed within 12 hrs.

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

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

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

S No	Escalation Level	To Whom	Contact No
1.	1 st		
2.	2 nd		
3.	3 rd		

Appendix 'E'
(Refers to Para 2 of
Part-V of RFP)

SERVICE LEVEL AGREEMENT (SLA)

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

(Signature of Service Provider Representative)

(Signature of End-User representative)

Company Seal

Place.....

Date:.....

Appendix 'C'(Refers to Para 2 & 4
of Part-II of RFP)**MINIMUM ACCEPTABLE FEATURES FOR "MOBILE FRIENDLY WEB APPLICATION"**

	Minimum acceptable features for "Mobile Friendly Web Application"	Compliance to RFP specifications whether Yes/No	In case of no-Compliance, deviation from RFP to be specified in unambiguous terms
	App type	Type of App : Mobile Friendly Web Application	
	Data base connection	(a) <u>Mechanism to upload data</u> : Data from existing PDS of all PPOs located at Kathmandu, Pokhara & Dharan should be uploaded/downloaded developing middleware software and should be uploaded/downloaded connecting to main server for Mobile Friendly Web Application located at Kathmandu using VPN and firewall. Rest of offices should be able to upload/download using their admin user accounts.	
	Home page prior to Login For all (Common)	(a) <u>Home Page</u> : Following details should be included. <u>Login</u> User should be able to login by using their login credential i.e. username and password. <u>Registration</u> User should be able to register as a new user pensioner in roll, pensioner not in roll and NOK. <u>Forgotten password</u> User should be able to retrieve forgotten password using registered phone number and OTP. <u>Activate account</u> User should be able activate disabled account after receiving OTP. <u>Contact Us</u> User should be able to get contact information of offices eg telephone number and emails. <u>Download Forms</u> – Pensioner should be able to download various forms and applications. <u>About Us</u> – User should be able to get latest information about offices. <u>Useful Links</u> – Pensioner should be able to re-direct to various important links. Circulars : Pensioner should be able to view/download circulars updated by offices.	
	Home page after Login	(a) <u>Home Page</u> : Page should include following tabs :- <u>Offices</u> Pensioner should be able to select offices. <u>Tasks</u> Pensioner should be able to select different task. <u>Grievance Portal</u> Pensioner should be able to submit grievance, get response to it and notify when grievance is replied.	

MINIMUM ACCEPTABLE FEATURES FOR "MOBILE FRIENDLY WEB APPLICATION"

	Minimum acceptable features for "Mobile Friendly Web Application"	Compliance to RFP specifications whether Yes/No	In case of no-Compliance, deviation from RFP to be specified in unambiguous terms
Admin registration (Office registration)	(a) <u>Registration of admin users</u> : Registration of offices of Defence Wing as admin user and restrictions on data access to concerned offices as per requirement.		
User registration (Pensioner registration)	<p>(a) <u>Pensioner In-roll</u>: Pensioner should be able to register with their phone number registered in database (Present address mandatory). During registration user will be asked to create username and password for future login. Also provision for retrieving forgotten password to be included.</p> <p>(b) <u>Pensioner not in roll or case wherein phone number is not registered</u>: Pensioner should be able to register as "Not in roll pensioner" with details i.e. phone number, army no, PPO No, name, and present address. As and when data provided by user matches data available in our database user automatically converted to "In-roll pensioner".</p> <p>(c) <u>Next of Kin of pensioner</u>: Next of kin of pensioner should be able to register as "NOK" after death of pensioner for uploading death certificate of deceased pensioners.</p>		
Notifications to the Offices of Defence Wing	(a) <u>Notification to Offices of DefenceWing</u> :Details of notification sent by pensioner should be retrievable by concerned office.		
Mobile Application Features for MPB/PPOs	<p>The proposed mobile friendly web applicationshould incorporate functions pertaining to MPB/PPOs and should have features as mentioned below:-</p> <p>(a) <u>Payment Details</u> : Details of Basic Pension, Relief funds and other emoluments for previous five months can be seen by pensioner and downloaded in pdf format.</p> <p>(b) <u>Paymentrelated notification</u>: Various types of payment notificationsshould be receivable by the pensioner.</p> <p>(c) <u>Life Certificate (LC)</u>: Pensioner should be able to submit LC through biometric devices planned to be installed at 25 x DSBs in Nepal located at different locations across Nepal. App should also provide an option to submit LC on video call.</p> <p>(d) <u>Grievances</u> :Pensioner should be able to raise/lodge grievances and follow up those grievances for the status or reply and notify when grievance is replied.</p>		

MINIMUM ACCEPTABLE FEATURES FOR "MOBILE FRIENDLY WEB APPLICATION"

Minimum acceptable features for "Mobile Friendly Web Application"	Compliance to RFP specifications whether Yes/No	In case of no-Compliance, deviation from RFP to be specified in unambiguous terms
Mobile Application Features for MPB/PPOs	<p><u>(e) PPO Transfer:</u> Pensioner should be able to submit application to transfer pension account from one pension office to other within Nepal. PPOs should be able to transfer pension document in soft copy (all data) from one Office to other within Nepal.</p> <p><u>(f) Upload Document :</u> Pensioner should be able to upload different types of document as per requirement of all the offices of Defence Wing.</p> <p><u>(g) Appointment Request :</u> Pensioner should be able to request appointment for Interview, Scheduling of meeting for various purposes at any office of the Defence Wing.</p> <p><u>(h) Automatic notification / reminder notification:</u> Apps should automatically notify to concerned pensioner regarding due date for submission of life certificate, EFP due etc on the basis of available data in database and reminder notification if required. Apps should be able to send circular, alerts and message in bulk or individual wise. Offices should be able to give notification related to camp schedule also.</p> <p><u>(j) "Combo Generate Form"to fill data :</u> Pensioner should be provided a form in app with option in combo box to choose different task eg LTA, New Pension, LC, death notification, casualty (birth/death/marriage) etc.</p> <p><u>(k) Download:</u> Offices should be able to download data/document uploaded by pensioner in desired format i.e. pdf, excel & word.</p>	
Record Office	<p><u>(a) PPO Status:</u> New pensioners should be able to get information about the PPO Status.</p> <p><u>(b) Other than pension issue:</u> Pensioner should be able to get information other than Pension issues such as Other Than Pension payments, Army Group Insurance Claims etc.</p> <p><u>(c) Family Pension claim status:</u> Pensioner should be able to get information about their Family Pension claim status.</p> <p><u>(d) Part II Order status :</u> Pensioner should be able to get information about Part II Order status.</p>	
Welfare Branch	<u>(a) Welfare Scheme</u> – Pensioner should be able to get information and upload documents about various Welfare Scheme such as	

Minimum acceptable features for “Mobile Friendly Web Application”		Compliance to RFP specifications whether Yes/No	In case of no-Compliance, deviation from RFP to be specified in unambiguous terms
ECHS Branch	(a) Membership & Claims – Pensioner should be able to get information about the 64 KB ECHS Smart Card, Medical claim etc updated into the app by ECHS office.		
Control Panel	(a) Centralized web portal for management of User Registration Request. (b) Approval of app User. (c) Lock and Unlock of app Users.		
Support	The Seller should be provided the dedicated support to Buyer. If needed Seller should be assigned the dedicated staff at Buyer premises (Kathmandu, Pokhara & Dharan) until the requirement is accomplished. Regular support Should be provided via phone, email or if needed via premises visit.		
System Training	The Seller should be provided Free Training to required staffs at Kathmandu, Pokhara and Dharan. Company should be provided all the needed manual and system documentation during training session.		
Additional feature update/addition	The Seller should be able to add additional feature in Mobile Friendly Web Application within one year after the date of launch of application as per our requirement.		

MINIMUM ACCEPTABLE FEATURES FOR “INTEGRATED HARDWARE EQUIPMENT”

S/ No	Item	Minimum Acceptable Specifications	Compliance to RFP specifications whether Yes/No	In case of no-Compliance, deviation from RFP to be specified in unambiguous terms
(i)	Server alongwith genuine Windows Server and SQL Server	<ul style="list-style-type: none"> ❖ <u>Form Factor</u> : 2U Rack with 2.5”SAS HDD, Rack mount kit included ❖ <u>Chasis</u>: Chasis supports minimum 8 units of 2.5” Hard Drives, minimum 24 bays. ❖ <u>Processor</u> : 2*32 Core Intel Xenon Silver4210R (2.40GHz 13.75MB Cache) ❖ <u>Processor Socket</u> : 2 (Two) ❖ <u>RAID Card</u>: Flash PCIe 12Gb Adaptor ❖ <u>Memory</u> : 512 GB ❖ <u>Minimum RAM & Slots</u> : 2 TB using 24 slots ❖ OS Support : Should support latest OS and Hypervisor ❖ Storage : 4 x 1.6 TB ❖ Network Card : 2 x 10 GbE SFP +SR+ PCIe Adapter with 10 BASE-LR SFP + Traceivers 2 x 10m LC-LC Multimode Fiber Cable ❖ Power Supply : Hot Plug 750-Watt Redunant Power Supply ❖ System Management : IPMI 2.0 compliant ❖ Dual port 16 Gbps FC HBA for SAN connectivity ❖ Warranty : 3-years. ❖ SQI Server : Enterprises Edition (Version 2019 or above) 		

		<ul style="list-style-type: none"> ❖ Genuine Windows Server Edition (Version 2019 or above) ❖ MS Office-(version 2019 and above) 		
(ii)	Desktop Computer alongwith genuine windows 11	<ul style="list-style-type: none"> ❖ Processor : i5 12th Gen ❖ RAM : 8 GB ❖ Storage : 2 TB ❖ Graphics : Intel UHD Graphic 730 ❖ Integrated Lan : 1000 mpbs ❖ Genuine Win 11 Pro ❖ Monitor : 19-20" ❖ Keyboard & Mouse ❖ Warranty – 3 years 		
(iii)	Firewall 100 Fortigate along with Unified Threat Protection for 1 Yr	Firewall 100 Fortigate along with Unified Threat Protection for 1 Yr. Firewall/UTM Rack mounted with 8 or more interfaces, 1.5 Gbps or higher throughput, IPv6 ready and capable of 8 or more VPNs		
(iv)	Firewall 40 Fortigate alongwith Unified Treat Protection for 1 Yr	Firewall 40 Fortigate along with Unified Treat Protection for 1 Yr. Firewall/UTM Rack mounted with 8 or more interfaces, 1.5 Gbps or higher throughput, IPv6 ready and capable of 8 or more VPNs		

**Checklist of essential documents required for
Technical & Financial Bids**

CHECKLIST OF ESSENTIAL DOCUMENTS REQUIRED FOR TECHNICAL BIDS

Ser No	Technical Documents	YES/NO
(a)	RFP Form duly signed and stamped (Part 1 to 4) along with its appendix and annexure	
(b)	Company Registration Certificate	
(c)	Tax Clearance Certificate	
(d)	Non conviction Certificate	
(e)	Recent comparative order of the items supplied in an Govt / reputed institution and complete postal & email of their office.	
(f)	Bank Guarantee / Demand Draft	

CHECKLIST OF ESSENTIAL DOCUMENTS REQUIRED FOR FINANCIAL BIDS

Ser No	Financial Documents	YES/NO
(a)	RFP Form duly filled, signed and stamped (Part V) along with its appendix and annexure	