

MILITARY PENSION BRANCH
EMBASSY OF INDIA
KATHMANDU
LAINCHOUR, PO BOX NO.292
Tel: 4001787, Fax: 4413034

NOTICE INVITING TENDER

Sealed tender documents/quotations are invited directly from reputed bidders for procurement and installation of 26 x Compactors at Record Office and Welfare Office (Defence Wing), Embassy of India, Kathmandu. The last date of receipt of offer in sealed envelope is on or before 30 Dec 2020 upto 1500 hrs.

The Notice alongwith instructions for Bidder/Request for proposal (RFP) is also available on website (www.indembkathmandu.gov.in). Standard Bidding Document can also be collected from Military Pension Branch, Embassy of India, Kathmandu.

For Further Information, please Visit
www.indembkathmandu.gov.in and www.eprocure.gov.in
or Contact

Assistant Military Attache(P) Phone: 014001787 Fax: 014413034
Military Pension Branch Email: amap.kathmandu@mea.gov.in

REQUEST FOR PROPOSAL

Website : www.indembkathmandu.gov.in
Email : amap.kathmandu@mea.gov.in
Tele : 00977-1-4001787

Military Pension Branch
Defence Wing
Embassy of India
Kathmandu (Nepal)

MPB/ADM/256

Dec 2020

INVITATION OF BIDS FOR PROCUREMENT AND INSTALLATION OF 26 X COMPACTORS AT RECORD OFFICE AND WELFARE OFFICE INDIAN EMBASSY, KATHMANDU (NEPAL)

1. Bids in sealed cover are invited for supply of items listed in **Part II** of this RFP. Please super scribe 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 clarifications regarding this RFP are given below: -

- | | | | |
|-----|--|---|--|
| (a) | Bids/queries to be addressed to | : | Military Pension Branch
Embassy of India,
Kathmandu. |
| (b) | Postal address for sending the Bids | : | Embassy of India,
Post Box No. 292
Kapurdhara Marg
Kathmandu. |
| (c) | Name/designation of the contact personnel | : | Major DR Nimbalkar,
Asst Military Attache (Pension). |
| (b) | Telephone numbers of the contact personnel | : | 00977-01-4001787 |
| (c) | E-mail IDs of contact personnel | : | amap.kathmandu@mea.gov.in |
| (d) | Fax number | : | 00977-01-4413034. |

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.
5. The vendors are requested to forward a receipt of the RFP immediately.
6. **Please also enclose the following alongwith Tenders.**
 - (a) Copy of Supply Orders received by your firm from any Government agency.
 - (b) Copy of OEM/authorized dealership certificate.
 - (c) Details of Income tax paid by your firm.
 - (d) Correct Address of the firm.
 - (e) E-mail ID of the firm.
 - (f) Telephone Number of the firm.
 - (g) Certificate in case the firm is manufacturing the equipment.
 - (h) VAT, TIN, Registration and PAN Number.
 - (j) Any other related details with the supply of equipment.
7. The cost to be indicated for items should be landed cost, i.e. inclusive of all taxes, levies, freight etc. Octroi exemption certificate will be issued, if applicable.
8. The total cost will be clearly indicated in figures and words. Incomplete bid will be rejected.
9. You have to submit your technical bid and commercial bids on the original tender document (including its Appendices). Photocopy will not be accepted.
10. This RFP is not transferable.

Yours faithfully,

Enclosures : RFP and Commercial Bid.

PART I – GENERAL INFORMATION

1. **Last date and time for depositing the Bids** : 1500 hrs on 30 Dec 2020. Both the bids should be submitted in the separate sealed envelopes showing the word “**TECH BIDS AND COMMERCIAL BIDS ON THE TOP OF THE ENVELOPES**”. The responsibility to ensure this lies with the Bidder.
2. **Manner of depositing the Bids**. Sealed Bids should either be dropped in the Tender Box at **AMA(P)** office marked as **Tender Box** 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**. The Technical Bid and EMD will be opened on **04 Jan 2020 at 1500 hrs**. The date and time of opening of commercial bids will be intimated later by the Buyer (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**. **Office of the AMA(P), Embassy of India, Kathmandu**. 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**. **Office of the AMA(P), Military Pension Branch, Embassy of India, Kathmandu**. The Bidders may depute their representatives, duly authorized in writing to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.
6. **Two-Bid system**. Only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance 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.
7. **Forwarding of Bids**. Bids should be forwarded by Bidders under their original memo/letter pad inter alia furnishing details like TAN number/VAT/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.
8. **Clarification regarding contents of the RFP**. Prospective bidder is suggested to make site visits for evaluating the scope of work. Bill of material etc. 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.
9. **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.

10. **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.
11. **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.
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 till 180 days from the last date of submission of the Bids.
14. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) NRs 70,000/- along with 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 will be payable in the name of **Embassy of India**. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. 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 amends impairs or derogates from the tender in any respect within the validity period of their tender.
15. **Determination of L-1.** L-1 will be determined on the total of basic cost & AMC cost.

Part II – Essential Details of Items/Services required

1. Schedule of Requirements – 2 Bay drive type File Compactor (Optimizer) system total 26 units compactors (3 set) having following detailed specification:-

Sl. No.	Description	Qty
(i)	Single fixed (6.10' Height x 6.4' width x 1.5' depth)	03
(ii)	Double Moving (6.10' Height x 6.4' width x 3' depth)	10
(iii)	Single Moving (6.10' Height x 6.4' Width x 1.5' Depth)	03
(iv)	Rails Pair for movement of body	03
	One set (SF=1, DM=02, SM=1) and Two set (SF=1, DM=04, SM=1)	SF= Single Fixed DM = Double Moving SM = Single Moving
	Total 03 (Three sets)	

Note. All parts/components should be ISO certified.

2. Technical Details:

(a) Body.

- (i) The optimizer should be of rigid knock down construction made out of 0.8 gauge thick, CRCA Steel.
- (ii) Each unit should have 5 loading levels formed by 4 nos adjustable shelves.
- (iii) Body units should be bolted to undercarriage.

(b) Finish

- (i) The bodies including shelves should be given antirust surface treatment & powder coated with epoxy polyester powder.
- (ii) Anti rust surface treatment should be a 8 step treatment involving hot water rinse, knock of degreasing, degreasing, cold water rinse, phosphating, cold water rinse and passivation and dry off oven treatment.
- (iii) The final finish should consist of epoxy polyester powder coating of approved colour and shade with a dry film thickness of minimum 40 microns.
- (iv) The testing of paint should have been done for various physical and chemical properties.

(c) Shelf

- (i) Should be of 0.8 gauge thick CRCA steel conforming to IS:513 Gr. D.
- (ii) Minimum load bearing capacity should be 80Kg uniformly distributed per shelf.

(d) Centralised locking A Centralised locking arrangement should be provided through locking stiffener mounted onto back of single last unit so that it gets locked on channels when all the units are brought together.

3. Two-Bid System: In respect of Two-bid system, 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 following format alongwith Technical Bid-

Para of RFP Specifications item-wise	Specification of item offered	Compliance to RFP Specification , whether Yes/No	In case of non-compliance, deviation from RFP to be specified in un-ambiguous terms
1.	<u>Schedule of requirements</u> Single Static 2 Bay drive Type (SS1) Single 2 bay drive Type (SL1) Twin Mobile 2 bay drive Type (TM) Rails Pair for movement of body	Yes/No Yes/No Yes/No Yes/No	
2.(a)	<u>Technical details</u> <u>Body.</u> (i) The optimizer should be of rigid knock down construction made out of 0.8 gauge thick, CRCA Steel confirming to IS:513 Gr. D . (ii) Each unit should have 5 loading levels formed by 4 nos adjustable shelves. (iii) Body units should be bolted to undercarriage.	Yes/No Yes/No Yes/No	
(b).	<u>Finish</u> (i) The bodies including shelves should be given antirust surface treatment & powder coated with epoxy polyester powder. (ii) Anti rust surface treatment should be a 8 step treatment involving hot water rise, knock of degreasing, degreasing, cold water rise, phosphating, cold water rinse and passivation and dry off oven treatment. (iii) The final finish should consist of epoxy polyester powder coating of approved colour and shade with a dry film thickness of minimum 40 microns.	Yes/No Yes/No Yes/No	

(c)	<p>Shelf</p> <p>(i) Should be of 0.8 gauge thick CRCA steel conforming to IS:513 Gr. D.</p> <p>(ii) Min load bearing capacity should be 80Kg uniformly distributed per shelf.</p>	Yes/No	
(d)	<p>Under carriage</p> <p>The undercarriage should be a welded frame made of HR sheet atleast 3.15mm thick capable of taking the desired load.</p>	Yes/No	
(e)	<p>Centralised locking A Centralised locking arrangement is provided through locking stiffener mounted onto back of single last unit so that it gets locked on channels when all the units are brought together.</p>	Yes/No	

The Tender is liable to be rejected if the following documents are not found enclosed with the Tender bid : -

- 1) Demand Draft/Pay Order of NRs. 70,000/- toward Earnest Money drawn in favour of Defence Attache, Embassy of India, Kathmandu.
- 2) Authenticated copy of VAT.

4. Delivery Period – Delivery period for supply of items would be 06 weeks from the effective date of Supply Order. Please note that Supply Order can be cancelled unilaterally by the Buyer in case items are not received within the Supply Ordered delivery period. Extension of Supply Ordered delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

5. Terms for Delivery and Transportation The Place of delivery shall be Embassy of India, Kathmandu. The CIP terms of delivery will be applied both for domestic as well as imported supplies.

6. Consignee details – Record Office India Embassy and Welfare Office, Thamel.

7. Training. The personnel of this office are already qualified in handling of equipment.

8. Post Warranty Assistance. Two free site inspection/visit of the system would be carried out by the vendor.

9. AMC of the compactors for five years after warranty period.

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 the interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract.** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration.** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7. DMP-8 and DMP-9 (Available in MoD website and can be provided on request).
4. **Penalty for use of Undue influence.** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the 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 or 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, not 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 of 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 and 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/installation of the Project is delayed for causes not attributable to Force Majeure for more than **(One month)** after the scheduled date of delivery/installation.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The supply of equipment/stores is delayed due to cause of Force Majeure by more than **(One months)** provided Force Majeure Clause is included in contract.
- (d) 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.
- (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 FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Sub-letting.** The Seller has no right to give bargain, sell, assign or sublet or otherwise dispose off 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.

Taxes and Duties.

14. If Bidder desires to ask for excise duty or Sales Tax/VAT/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.

15. If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty / tax so include 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.

16. If a Bidders 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. Stipulation like the said duty/tax was presently not applicable but the same will be charged if it becomes livable 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.

17. Any charge 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.

Customs Duty

18. 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 of 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.

- (a) Triplicate copy of the bill of entry.
- (b) Copy of bill of lading.
- (c) A copy of foreign principal's invoice.

19. 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..... dated.....

20. 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 of 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.

21. 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.

Excise Duty

22. 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.

23. 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 along with 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.

24. The Seller is also required to furnish to the Paying Authority the following certificates:-

(a) 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.

(b) 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.

(c) 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.

(d) 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.

25. 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.

Sales Tax/VAT/GST

26. If it is desired by the Bidder to ask for Sales tax /VAT/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.

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

Octroi Duty & Local Taxes

28. Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty. Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorized officer. Seller should ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty/ Octroi Duty, Terminal Tax 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.

29. 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 relevant act or bylaws/notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

PART IV – SPECIAL CONDITIONS OF RFP

BIDDER IF 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 of equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid upto 60 days beyond the date of warranty.

2 **Payment Terms for Sellers.** 100% payment on delivery and acceptance by the User. It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. The payment bills will be made on submission of the following documents by the Seller to the Paying Authority alongwith the bills:-

- (a) Ink-signed copy of contingent bill / Seller's bill.
- (b) Ink-signed copy of Commercial invoice / Seller's bill.
- (c) Copy of Supply Order/Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
- (d) CRVs in duplicate.
- (e) Inspection note.
- (f) 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.
- (g) Exemption certificate for Excise duty/ Customs duty, if applicable.
- (h) Guarantee / Warranty certificate.
- (j) Performance Bank guarantee / Indemnity bond where applicable.
- (k) DP extension letter with CFA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.
- (l) 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).
- (m) Any other document/ certificate that may be provided for the Supply Order / Contract.
- (n) User Acceptance.
- (o) Xerox copy of PBG.

3. **Advance Payments.** No advance payments (s) will be made.
4. **Paying Authority.** Embassy of India, Kathmandu.
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 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/organization 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/ organization including the Buyer or any Deptt, of Central Govt or any Department of the State Government or any Statutory undertaking of the Central or State Government as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or 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.
 - (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/organization 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.
6. **Risk & Expense clause.** 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.

7. 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:-

(a) Such default.

(b) If the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.

8. 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 5% of the value of the contract.

9. **Buy-Back offer** – Not Applicable.

10. **Force Majeure** Should any Force Majeure circumstances arise, each of the contracting party shall be excused for the non-fulfillment or for the delayed fulfillment of any of its contractual obligations, if the affected party within (30 days) of its occurrence informs the other party in writing. Force Majeure shall mean fires, floods, natural disasters or other acts, that are unanticipated or unforeseeable, and not brought about at the instance of the party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non-performance or delay in performance, such as war, turmoil, strikes, sabotage, explosions, quarantine restriction beyond the control of either party. A party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this Supply Order.

11. **Earliest Acceptable Year of manufacture.** Quality/Life certificate will need to be enclosed with the Bill.

12. **Specification.** The Seller guarantees to meet the specifications as per Part-II of RFP.

13. **OEM Certificate.** In case the Bidder is not the OEM, the agreement certificate with the OEM 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.

14. **Packing and Marking.** 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.

15. **Inspection Authority.** The inspection will be carried out by consignee Acceptance Board. The mode of Inspection will be user Inspection/Acceptance Testing Procedure. The seller would be required to provide all test facilities at his premise at his own cost for acceptance and inspection by Buyer.

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

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

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

17. **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 45 days of completion of JRI an acceptance of goods. The quantity claims shall be submitted to the Seller as per Form DPM-22(Available in MoD website and can be given on request).

(c) The quality claims for defects or deficiencies in quality noticed during the JRI shall be presented within 45 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 no later than 45 days after expiry of the guarantee period. The quality claims shall be submitted to the Seller as per Form DPM-23(Available in MoD website and can be given on request).

(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 45 days from the date of 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.

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

(a) The Seller warrants that the goods supplied under the contract conform to technical specifications prescribed and shall perform according to the technical specifications.

(b) The Seller warrants for a period of 5 years from the date of acceptance of stores by Joint Receipt Inspection or date of installation and commissioning, whichever is later, that the goods/stores supplied under the contract and each component used in the manufacture thereof shall be free from all types of defects/failures.

(c) If within the period of warranty, the goods are reported by the Buyer to have failed to perform as per the specifications the Seller shall either replace or rectify the same free of charge, within a maximum period of 10 days excluding Sunday & National holidays of notification of such defect received by the Seller, provided that the goods are used and maintained by the Buyer as per instructions contained in the Operating Manual.

(d) Warranty of the equipment would be extended by such duration of downtime. Record of the down time would be maintained by the user in the logbook. Spares required for warranty repairs shall be provided free of cost by the Seller. The Seller also undertakes to diagnose, test, adjust, calibrate and repair/replace the goods/equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the Buyer and the Seller. However, the onus is to be on seller to bear the cost of damage during transport of equipments supplied once for the project rather than mutual payment between buyer & seller.

(e) The Seller also warrants that necessary service and repair back up during the warranty period of the equipment shall be provided by the Seller and he will ensure that the downtime is **within 5% of the warranty period.**

(f) The Seller shall associate technical personnel of the Maintenance agency and Quality Assurance Agency of the Buyer during warranty repair and shall also provide the details of complete defects, reasons and remedial actions for defects.

(g) If particular equipment/goods fails frequently and/or the cumulative down time exceed 5% of the warranty period, the complete equipment shall be replaced free of cost by the Seller within a stipulated period of **Seven days** of receipt of the notification from the Buyer. Warranty of the replaced equipment would start from the date of acceptance after Joint Receipt Inspection by the Buyer/date of installation and commissioning. In case the complete delivery of Engineering Support Package is delayed beyond the period stipulated in this contract, the Seller undertakes that the warranty period for the goods/stores shall be extended to that extent.

(h) The Seller will guarantee the shelf life of **07 years** under the Nepal tropical condition and given below :-

- | | | | |
|-------|---------------------|---|------------------------|
| (i) | Minimum temperature | - | (-) 15 ⁰ C. |
| (ii) | Maximum temperature | - | 50 ⁰ C. |
| (iii) | Average Humidity | - | 90%. |

19. **Annual Maintenance Contract (AMC) Clause.** The Seller would provide comprehensive AMC for a period of 05 years after warranty period. The AMC services should cover the repair and maintenance of all the equipment and systems purchased under the present Contract. The Buyer Furnished Equipment which is not covered under the purview of the AMC should be separately listed by the Seller. The AMC services would be provided in two distinct ways:

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

(b) **Breakdown maintenance Service.** In case of any breakdown of the equipment/system, on receiving a call from the Buyer, the Seller is to provide maintenance service to make the equipment/system serviceable.

(c) **Response Time.** The response time of the Seller should not exceed 48 hours from the time the breakdown intimation is provided by the Buyer.

(d) Serviceability of 95% per year is to be ensured. This amounts to total maximum downtime of approximately 15 days per year. Also unavailability should not exceed 05 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, LD would be applicable for the delayed period.

(e) Maximum repair turnaround time for equipment/system would be 05 days. However, the spares should be maintained in a serviceable condition to avoid complete breakdown of the equipment/system.

(f) **Technical Documentation.** All necessary changes in the documentation (Technical and Operators manual) for changes carried out on hardware and software of the equipment will be provided.

(g) During the AMC period, the Seller shall carry out all necessary servicing/repairs to the equipments/system under AMC at the current location of the equipment/system. Prior permission of the Buyer would be required in case certain components/sub systems are to be shifted out of location. On such occasions, before taking over the goods or components, the Seller will give suitable bank guarantee to the Buyer to cover the estimated current value of item being taken.

(h) The Buyer reserves its right to terminate the maintenance contract at any time without assigning any reason after giving a notice of two months. 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 contract, the same would be paid to it as per the contract terms.

20. Buyer reserves its right regarding entering into maintenance contract or otherwise.

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 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 attached as commercial bids. The consideration of taxes and duties in evaluation process will be as follows:-
 - (i) The Bidders are required to spell out the rates of Customs duty, Excise duty, VAT, Service Tax, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty/ Excise Duty / VAT is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entreated after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs duty / Excise Duty / VAT duty upto and value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate / quantum of Customs duty / Excise Duty / VAT, it should be brought out clearly. Stipulations like excise duty was presently not applicable but the same will be charged if it becomes livable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and VAT also.
 - (d) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
 - (e) The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer 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.
2. **Price Bid Format.** Price bid format as commercial bid and Bid form are required to fill up this correctly with full details.

**COMMERCIAL BID FOR PROCUREMENT AND INSTALLATION OF COMPACTORS AT
RECORD OFFICE AND WELFARE OFFICE, INDIAN EMBASSY, KATHMANDU (NEPAL) FOR
THE FINANCIAL YEAR 2020-21**

(a). **Price Bid Format.** The price Bid Format is given below and bidders are requested to fill this up correctly with full details:-

1	2	3	4	5	6	7	8	9	10	11	12	13
S er N o	Equipment Nomenclature	A/ U	Mak e and Mo del	Uni t Pri ce (In Rs)	Excis e Duty (spec ify rate & amou nt) (In Rs)	Cust om Duty (spec ify rate & amou nt) (In Rs)	VAT (rate and amou nt) (In Rs)	Any other Taxe s, Levie s, dutie s and Octro i, servi ce tax etc (Plea se speci fy rate & amou nt) (In Rs)	Ba sic Co st (in Rs)	Total Unit cost including all taxes and duties (5+6+7+8+ 9+10) (In Rs)	Qt y	Tota l cost of eqp t incl all taxe s & duti es (In Rs)
1.	Compactors	N OS										
2.	Installation/Commis sioning charges	LS										
3.	AMC	LS										
Grand Total (In words and figures)												

Date

Place :
(Authorised Signatory of Company)

(b) Bid Form

**TECHNICAL BID FORM FOR PROCUREMENT OF
MANUAL FILE COMPACTOR (OPTIMIZER) SYSTEM**

1.	Tender to be addressed to.	The President of India
2.	Tender to be submitted to	Military Pension Branch, Embassy of India, Kathmandu
3.	Closing date and time for receipt of Tenders.	1500 hrs on <u>30-12-2020</u>
4.	Time, date & place of opening of Tender	1500 hrs on <u>04-01-2020</u> in the office of Assistant Military Attache, Embassy of India, Kathmandu (Nepal)
5.	Earnest Money deposited	NRs. 70,000/- (NRs. seventy thousand only) DD/Banker's Cheque No. _____ Dated _____ Issuing Bank _____
6.	Conditions of contract contained in the Invitation to Tender and Instructions to the Tenderers, Notice Inviting Tender and as contained in draft Agreement.	ACCEPTED
7.	Bank solvency certificate (issued not earlier than 01 Jul 2020)	Attached / Not attached
9.	Authenticated copy of PAN	Enclosed / Not enclosed
11.	Tender Bid valid for acceptance up to 04 months from the date of opening of the commercial bid.	Accepted / Not Accepted
12.	Whether compliance statement as per Para 3 of Part II enclosed	Enclosed / Not enclosed

Signature of Tenderer _____

Name in Block letters _

Capacity in which signed _

Stamp of the Firm

Date