

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

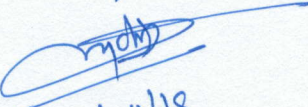
**TENDER ENQUIRY: MPB/PA/39**

Procurement of IT Software for Military Pension Branch, Embassy of India, Kathmandu.

Sealed and separate tenders are invited directly from reputed and experienced bidders for procurement of IT Software.

**For Further Information, please Visit  
[www.indembkathmandu.gov.in](http://www.indembkathmandu.gov.in) or Contact**

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

  
13/01/19

## REQUEST FOR PROPOSAL

### MILITARY PENSION BRANCH EMBASSY OF INDIA KATHMANDU

#### Invitation of Bids for procurement of IT Software for Military Pension Branch, Embassy of India, Kathmandu

Request for Proposal (RFP) No MPB/Adm/297/

Dated \_\_\_\_\_

1. Bids in sealed covers are invited for supply of items listed in Part V 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 clarification regarding this RFP are given below:-
  - (a) Bids/Queries to be addressed to : Defence Attaché  
Embassy of India  
Kathmandu
  - (b) Postal address for sending the Bids : Post Box No.292  
Kathmandu, Nepal
  - (c) Name/designation of the contact personnel : AMA(P), Embassy of India  
Kathmandu
  - (d) Telephone number of contact personnel : 0977-01-4001787
  - (e) Fax number : 0977-01-4413034
  - (f) Email ids of Contact Personnel : amap.kathmandu@mea.gov.in
3. This RFP is divided into five Parts as follows:-
  - (a) **Part I** Contains General Information and instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, validity period of tenders, etc.
  - (b) **Part II** Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
  - (c) **Part III** Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
  - (d) **Part IV** Contains Standard 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.

## **Part I- General Information and instructions for the Bidders**

1. **Last date and time for depositing the Bids:** 22 Dec 2019 by 1700 hrs. The sealed Bids (both Technical and commercial should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.
2. **Manner of depositing the Bids:** Sealed Bids should be deposited in a Tender Box at the address given above so as to reach by due date and time. Late tenders will not be considered. No responsibility will be taken for delay or no-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. **Location of the Tender Box:** Military Pension Branch

Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.

4. **Time and date for opening of Bids:** 1500 hrs on 23 Dec 2019. (If due to any exigency, the Bids are not opened on due date, 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).
5. **Place of Opening of the Bids:** 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 representative of all the Bidders. This event will not be postponed due to non presence of your representative.
6. **Two Bid system:** Being a Two-Bid system, only technical Bids would be opened on the time and date mentioned above. Date of opening of the Commercial Bids will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found complaint /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 TIN 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:** 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 days prior to the date of submission 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 and such signed confirmation should reach the purchaser not later than 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. No bid will be allowed for modification after expiring of submission date.

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 of 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 EMO. Conditional tenders will be rejected.

12. **Unwillingness to quote:** Bidders unwilling to quote should ensure that intimation to his effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder maybe delisted for the given range of items as mentioned in this RFP.

13. **Validity of Bids:** The Bids should remain valid till 120 days from last date of submission of bids.

14. **Earnest Money Deposit:**– Bidders are required to submit Earnest Money Deposit (EMD) for amount of Nepalese Rupees 1,40,000.00 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 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 30<sup>th</sup> 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.

## **Part II- Essential details of the items/service required.**

1. **Schedule of Requirements & Technical Specifications:** Delivery and installation of IT Software Items with following specifications:-

<b><u>Name of Items</u></b>	<b><u>Qty</u></b>	<b><u>Minimum Acceptable Specifications</u></b>
<b>Pension Disbursement Software with Intellectual Property Rights</b>	1	As per technical bid- Annexure 'A'

2. **Technical Details** As per Annexure 'A'

3. **Two-Bid-System:** The tendering process being Two-Bid System, Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specifications, if any. The Bidders are advised to submit the compliance statement in the following format along with technical Bid.-

<b>Para of RFP Specifications item-wise</b>	<b>Specification of item offered</b>	<b>Compliance to RFP specification wither Yes/No</b>	<b>In case of no-Compliance, deviation from RFP to be specified in unambiguous terms</b>

4. **DELIVERY AND IMPLEMENTATION SCHEDULE:** IT Software will be delivered free of cost at consignees premises i.e Military Pension Branch at Kathmandu and Pension Paying Offices at Pokhara & Dharan as follows:-

<b><u>Ser</u></b>	<b><u>Activity</u></b>	<b><u>Time Period (Weeks)</u></b>	<b><u>Total Time (Weeks)</u></b>	<b><u>Remarks</u></b>
<b><u>Ph-I</u></b>				
1.	Devp of appln SW	06	D + 6	
2.	Installation, review and testing of prototype	01	D + 7	
3.	Incorporation of changes and bug rectification	01	D + 8	
4.	ATP of Phase I	01	D + 9	
<b><u>Ph-II</u></b>				
1.	Installation of SW at Kathmandu, Pokhara and Dharan, Final testing and integration	01	D + 10	
2.	ATP of Phase II	01	D + 11	
<b><u>Ph-III</u></b>				
1	Training of 5 person centrally for 5 working days	01	D + 12	

6. **Consignee details:** **Military Pension Branch  
Embassy of India  
Po Box No. 292  
Kathmandu, Nepal**

## **Part III- Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.**

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

1. **Law:** The contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of India.
2. **Effective Date of the Contract:** The contract shall come into effect on the date of signature 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 will cannot be settled amicably, may be resaved through arbitration.
4. **Penalty for use of Undue influence:** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present contract of any other contract with Government of India for showing or forbearing to show favor or disfavor to any person in relation to the present Contract or any other 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 any one employed by him or action on his behalf, as defined in Chapter IX of the India 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 recovery 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 toward 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. **Access to Books of Accounts:** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent of paid commission or influence any person to obtain the contract as described in clause 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.
6. **Non-disclosure of Contract document:** 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.
7. **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, 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.
8. **Consequential Damages :-** Consequential Damages of 10% of cost of project over and above LD can be levied to the vendor in case the delivery of software is delayed beyond one month of the time frame stipulated in the supply order.
9. **Termination of Contract:** The Buyer shall have the right to terminate this contract in part or in full in any of the following cases:-
- (a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than (one month) after the scheduled date of delivery.
  - (b) The Seller is declared bankrupt or becomes insolvent.
  - (c) The Delivery of material is delayed due to causes of Force Majeure by more than (one month) provided Force Majeure clause is included in contract.
  - (d) The Buyer has noticed that the Seller has utilized the service 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, asking or sublet of otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party taken benefit or advantage of the present Contract or any part thereof.

12. **Patents and other 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 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 suppliers including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

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

14. **Taxes and Duties:**

(a) **General.**

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

(ii) 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 them upto the limit of exemption which they may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. In such cases, relevant certificate will be issued by the Buyer later to enable the Seller to obtain exemptions from taxation authorities.

(iii) Any changes in levies, taxes and duties levied by governments such as excise duty, VAT, Service tax, Octroi/entry tax etc on final product upward as a result of any statutory variation taking place within contract period shall be allowed reimbursement by the Buyer to the extent of actual quantum of such duty/tax paid by the Seller. Similarly in case of downward revision in any such duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebate, concession etc, if any, obtained by the seller. Section 64-A of Sales of Goods Act will be relevant in this situation.

(iv) Levies, taxes and duties levied by governments such as excise duty, VAT, Service tax, Octroi/entry tax, etc on final product will be paid by the Buyer on actual, based on relevant documentary evidence. Taxes and duties on input items will not be paid by Buyer and they may not be indicted separately in the bids. Bidders are required to include the same in the pricing of their product.



- (b) **Customs Duty:** NA being foreign country.
- (c) **Excise Duty:** NA being foreign country.
- (d) **Sales Tax/VAT:**
- (i) If it is desired by the Bidder to ask for Sales tax/VAT to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of sales tax and no liability of sales tax will be developed upon the Buyer.
- (ii) On the Bids quoting sales tax, 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.
- (e) **Octroi Duty & Local Taxes:**
- (i) Normally, materials to be supplied to Government Departments against government Contracts are exempted from levy of town, 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/Octroi Duty, Terminal Tax other local taxes and duties. Whether required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.
- (ii) In case where the Municipality or other body insist 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- Standard Conditions which will also form part of the contract with the successful Bidder**

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 resulting 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 for a sum equal to 10% of the contract value within 30 days of receipt of the confirmation order. Performance Bank Guarantee should be valid upto 60 days beyond the date of warranty.

2. **Payment Terms for Indigenous Sellers:** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism of payment through cheques, duly supported by Xerox copy of the Bank guarantee and against consignee(s) provisional receipt. The payment will be made as per the following terms:-

- (a) 30% on completing of development & construction of software.
- (b) 50% on successful testing & parallel run of software.
- (c) 20% on completion of successful training and final release.

3. **Payment terms for Foreign Sellers:**

(a) The payment will be arranged through Letter of Credit from Reserve Bank of India/State bank of India/any other Public Sector Bank, as decided by the Buyer, to the Bank of the Foreign Seller. The Seller will give a notification within a specified period about the readiness of goods. Letter of Credit is to be opened by the Buyer within \_\_\_\_\_ days on receipt of notification of readiness from the firm. The Letter of Credit will be valid for \_\_\_\_\_ days from the date of its opening, on extendable basis by mutual consent of both the Seller and Buyer.

OR

(b) If the value of the contract is up to US \$ 100,000, payments will be made by Direct Bank Transfer. DBT payment will be made within 30 days of receipt of clean Bill of Lading / AWB/Proof of shipment and such other documents as are provided for in the contract, but such payments will be subject to the deductions of such amounts as the Seller may be liable to pay under the agreed terms of the Contract.

OR

- (c) Stage-wise payments (To be defined as per complexity of case)
- (i) 30% on completing of development & construction of software.
  - (ii) 50% on successful testing & parallel run of software.
  - (iii) 20% on completion of successful training and final release.

OR

(d) Quarterly payments on submission of User clearance certificate in respect of AMC contracts.

4. **Advance Payments:** No advance payment (s) will be made.
5. **Paying Authority:** Defence Attaché, Embassy of India, Kathmandu. The payment of bills will be made on submission of the following documents by the seller to the Payment Authority along with the bill:-
- (i) Ink-signed copy of contingent bill/seller's bill.
  - (ii) Ink-signed copy of Commercial invoice/Seller's bill.
  - (iii) Copy of Supply Order/Contract with U.O number and date of IFA's concurrence, where required under delegation of powers.
  - (iv) CRVs in duplicate
  - (v) Claim for statutory and other levies to be supported with requisite documents/ proof of payment.
  - (vi) Exemption certificate for Excise duty/Customs duty, if applicable.
  - (vii) Guarantee/Warranty certificate.
  - (viii) Performance Bank Guarantee Indemnity bond where applicable.
  - (ix) 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,
  - (x) Any other document/certificate that may be provided for in the Supply Order/Contract.
  - (xi) User acceptance.
  - (xii) Xerox copy of PBG.
6. **Foreign Sellers** - (Name and address, contact details). Paid shipping documents are to be provided to the Bank by the Seller as proof of dispatch of goods as per contractual terms so that the Seller gets payment from LC. The Bank will forward these documents to the Buyer for getting the goods/stores released from the Port/Airport. Documents will include:
- (i) Clean on Board Airway Bill/Bill of Lading
  - (ii) Original Invoice
  - (iii) Packing List
  - (iv) Certificate of Origin from Seller's Chamber of Commerce, if any.
  - (v) Certificate of Quality and current manufacture from OEM.
  - (vi) Dangerous Cargo certificate, if any.
  - (vii) Insurance policy of 110% if CIF / CIP contract
  - (viii) Certificate of Conformity & Acceptance Test at PDI, if any.
  - (ix) Physio-sanitary / Fumigation Certificate, if any.
  - (x) Performance Bond / Warranty Certificate
7. **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 this Seller shall in no event exceed the lowest prices at which the seller sells the stores or offer to identical description to any persons/organization including the purchase of 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 completed.

(b) If 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 offer of sale to the Director general of Supplier & Disposals and the price payable under the sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:-  
Exports by the Seller:-

- (i) Sale of goods as original equipment at price lower than the prices charged for normal replacement.
- (ii) Sale of goods as original equipment at price lower than lower than the prices charged for normal replacement.
- (iii) 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 exiting or precious Rate Contract also under any previous contracts entered into with the Central or State Govt. Depts, including their undertaking excluding joint sector companies and /or private parties and bodies.

#### 8. **Exchange Rate Variation Clause:**

(a) Detailed time schedule for procurement of imported material and their value at the FE rates adopted for the contract is to be furnished by the foreign Bidder as per the format given below

##### **Year wise and major currency wise import content break up Year**

Year	Total Cost of Material	FE content outflow (Equivalent in Rupees - crores)

(b) ERV will be payable/refundable depending upon movement of exchange rate with reference to exchange rate adopted for the valuation of the contract. Base exchange rate of each major currency used for calculating FE content of the contract will be the BC Selling rate of the State Bank of India on the date of the opening of Price Bids.

(c) The base date for ERV would be contract date and variation on the base date will be given upto the midpoint manufacture unless Bidder indicates the time schedule within which material will be exported by them. Based on information given above, the cut off date/dates within the Delivery schedule for the imported material will be fixed for admissibility of ERV.

(d) ERV clause will not be applicable in case delivery periods for imported content are subsequently to be refixed /extended.

(e) The impact of notified Exchange Rate Variation shall be computed on an yearly basis for the outflow as mentioned by the vendor in their tender and shall be paid / refunded before the end of the financial year based on the certification of the Buyer.

9. **Risk & Expense clause:**

(a) Should the stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores of any installment there of the shall after grating 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 the extent of such default.

(b) Should the stores of 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 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.

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

(d) Any excess of the purchase price, cost of manufacture, or values of any stores procured from any other supplier as the case may over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed 40% of the value of the contract.

10. **Buy-Back offer** - Buyer will be hand over the old items and the agreed prices will be adjusted in the final payment to the Seller. It will be the responsibility of Seller to carry away the old items from the Buyer's premises within 15 days of signing of this contract. The expenditure on account of Handling charges and transportation expenses to carry away the old items will be borne by the Seller.

11. **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 non-performance result 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 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 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.

12. **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 modification to the existing design configuration to meet the specific requirement of the Buyer Services as per modification/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.

13. **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 certificate.

14. **Export License:** The Seller is 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.

15. **Earliest Acceptable Year of manufacture:** Quality/Life certificate will need to be enclosed with the bill.

16. **Quality:** The quality of the SW delivered according to the present contract shall correspond to the technical conditions and standards valid for the deliveries of the same SW for in seller's country of specifications enumerated as per RFP and shall also include therein modification to the SW suggested by the Buyer such modifications will be mutually agreed to. The seller confirms that the SW 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 2019 and shall incorporate all the latest improvements and modifications thereto.

17. **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.

18. **Inspection Authority:** The Inspection will be carried out by PICG. The mode of inspection will be Departmental inspection / user inspection/ joint inspection / self certification.

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

- (a) Franking clause in the case of Acceptance of SW "The fact that the SW have been inspected after the delivery period and passed by the inspection Officer will not have the effect of keeping the contract. The SW is 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 SW have been inspected after the delivery period and rejected by the inspecting Officer will not bind the Buyer in any manner. The SW is being rejected without prejudice to the rights of the Buyer under the terms and condition of the contract".

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

- (a) The claims may be presented either: (i) on quantity of the stores, where the quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing, of (ii) 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 and acceptance of goods. The quantity claim 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 notice during the JRI shall be presented within 45 days of completion of JRI and acceptance of goods. Quality claims shall be presented for defect or deficiencies in quality noticed during warranty period earliest but not later than 45 days after expiry of the guarantee period.
- (d) The description and quantity of the stores are to be furnished to the Seller along with concrete reason for making the claims. Copies o all the justifying documents shall be enclosed to the presented claim. The Seller will settle the claims within 45 days from the date of the receipt of 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 any Bank in Nepal.

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

21. **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 Software 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 IT Software would continue to conform to the description and quality aforesaid for a period of 60 months from the date of Testing And Acceptance of the said software to the Buyer that the Buyer may have inspected and/or approved the said software, if during the aforesaid period of 60 months the said software 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 software or such portion thereof as is found to be defective by the Buyer within a reasonable period, 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 software rectified from the date of rectification mentioned in warranty thereof, otherwise the Seller shall pay to the Buyer such compensation as may arise by reason of the breach of the warranty therein contained.

(ii) Guarantee that they will supply necessary supports/updates at free of cost during warranty period.

22. **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.

(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 software 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 upgradation/modification support of the software supplied under this contract for a period of 10(ten) 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 man months to cater for all changes/modifications in the software necessitated due to Policy changes/under requirements.

(f) The Seller agrees to provide a provision for providing data via DVD to the banks in case of Bank pensioners.

23. **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 accessing and processing of data.

(c) Security authorisation 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 been 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.

24. **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.

25. **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 forty eight months after expiry of warranty period. 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 a 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 software on receiving a call from the Buyer, the Seller is to provide technical support service to make the Pension Disbursement Software 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 total maximum downtime of 02 days per year. Also unavailability 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, LD would be applicable for the delayed period.
- (d) Maximum support turnaround time for software would be **02** days.
- (e) Technical Documentation: All necessary changes in the documentation (Technical and operators manual) for changes carried out on Software will be provided.
- (f) During the ATS period, the Seller shall carry out all necessary technical support to the IT Software under ATS at the current location of the software. 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 software, the Seller will give suitable bank guarantee to the Buyer to cover the estimated current value of the software 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.

26. **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 L1 Bidder will be decided on the basis of lowest basic cost excluding all Taxes. Price Bid format given at Appendix 'B'. The consideration of taxes and duties in evaluation process will be as follows:

(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 'F'** 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 'B'**. Bidders are required to fill this up correctly with full details.

**TECHNICAL BID FOR PROCUREMENT OF PENSION DISBURSEMENT SOFTWARE**

Pension Disbursement Software with Minimum acceptable specifications	Complaisance to RFP specifications whether Yes/No	In case of no-Compliance, deviation from RFP to be specified in unambiguous terms
Context of the Requirement	Development and roll out of Web based software for official use of Pension Paying Offices of Indian Embassy in Nepal to manage pensioner's records and pension payments.	
Description of Software	Pensioner's personnel and pension payment management system to record pensioner's information, NOK, and pension emoluments details. Generate digital payment vouchers and accounting of pension. Pensioner's identification using digital photograph, biometrics (facial, retina and finger print). Preparation of necessary reports and returns wrt pensioner's details, correspondences with PSAs. Monitoring of pending/follow-up tasks and accounting of pension.	
List and Description of expected outputs to be delivered	<p><b>Pensioners registration &amp; reports module</b> - To record the pensioner's information and pension emoluments of the pensioner's according to Original PPOs, Corrigendum PPOs &amp; Descriptive Roll, QR coding for verification of PPOs, Data capturing from .xml files, Scanning of pension related documents, generation of digital payment vouchers, history of pension payment and accounting, preparation of single digital voucher for daily payments and bulk digital vouchers for monthly payments, preparation of e-scrolls wrt payments and recoveries, Life Time Arrears (LTA) payment, recoveries and claim papers automation with reports generation, Other Than Pension (OTP) payment automation and report generation, Preparations of pension account for forwarding of reports to PSAs, provision of digital signature for forwarding reports and returns, Role based user access rights, three levels of authentication for all financial transactions, preparation of change statement, bulk revision of emoluments.</p> <p><b>Data merging module</b>- Merging of data including edited data for simultaneous running at PPOs and SPC locations.</p> <p><b>User rights control with Database backup and restore module.</b></p> <p><b>Identifications and verification of pensioners</b>- Multibiometric and able to support 50000 or above face templates with advanced face algorithm and multibiometric verification technology, high verification speed, one face template to be registered for one user only, able to detect whether the face is actual face or photo, enhancing the security level of verification.</p>	

	<p><b>Generation of pension forms/annexures</b> for Endorsement of Family Pension/ Ordinary Family Pension/pension claims etc.</p> <p><b>Customized reports generation</b> as per requirements of the pension paying offices for proactive approach and monthly monitoring.</p> <p><b>Security aspects in the Software</b> Incorporation of latest and necessary application security and cyber security measures.</p> <p><b>Additional features</b> as per PPOs requirement &amp; further system analysis.</p>		
Technology & Framework	Latest Web based application using ASP dot net core (open source) with C# as language. Client-angular with ASP.net core as platform.		
Database Engine	MS SQL with debugging of present database.		
Preference	-Experience of development of a similar Pension Disbursement Software -Company should be 10 years and more older.		

**PRICE BID****PROCUREMENT OF PENSION DISBURSEMENT SOFTWARE**

Tender No. MPB/Adm/297/

<b>Date &amp; Time to reach this office:</b>	<b>Date</b>	<b>time</b>
<b>Time and date of opening of Tenders</b>		
<b>Validity of Tender required till</b>	<b>180 days from the date of opening</b>	

## 1. Details of items offered

Ser No.	Description	Unit Cost		Qty	Total Price	
		in NRs	in IRs		in NRs*	in IRs*
(a)	Pension Disbursement Software			1		
(b)	Annual Technical Support (ATS) beyond warranty period					

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

## 2. 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 Sales Tax extra ? (Answerer in Yes/No)	
	If Sales Tax is extra, indicate the rate against the Concessional Form	
(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	
<p>Note : The tenders are required to spell out the rates of Customs duty, Excise duty, Sales tax, in unambiguous terms, otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices.</p>		

3. **Total landed cost of project (Ser No 1 + Ser No 2)=** IN NRs \_\_\_\_\_  
IN IRs \_\_\_\_\_
4. **L1 bidder will be determined at the lowest basic cost of project excluding all Taxes.**
1. Preference to the tenders quoting FIRM & FIXED rates may be given if their offer is found to be meeting all technical QRs.
2. DELIVERY REQUIRED :
3. TERMS OF DELIVERY : FOR Destination.
4. CONSIGNEE :
5. INSPECTION AUTHORITY :
6. AGNET INSPECTION AUTHORITY :
7. INSPECTION OFFICER :
8. Annual Technical Support
- (a) ATS per year as % of cost of Software \_\_\_\_\_%
- (b) ATS per year in Rupees Rs. \_\_\_\_\_
- (c) ATS for seven years in Rupees Rs \_\_\_\_\_
9. Grand Total  
(Grand Total of Product Cost at Ser No 1+  
ATS cost for Seven Years at Ser No 8 (c)) Rs \_\_\_\_\_

Company Seal  
Place :  
Date :

(Authorized Signatory of Company)

**CERTIFICATE ACCEPTING ALL TERMS AND CONDITIONS**

1. Validity Prices are valid upto \_\_\_\_\_ (fill date). (minimum 120 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 : \_\_\_\_\_



**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)**

**CERTIFICATE FOR SUCCESSFUL COMPLETION OF ATP**

1. Certified that the M/S \_\_\_\_\_, have completed the required task for procurement of IT Software required for Military Pension Branch, Embassy of India, Kathmandu as per the scope of work assigned to them and handed over the same to Military Pension Branch, Embassy of India, Nepal at \_\_\_\_\_ hours, on this \_\_\_\_\_ day of the month \_\_\_\_\_ in the year two thousand and \_\_\_\_\_.
  
2. The list of liabilities as on date is placed at annexure to this certificate.

\_\_\_\_\_  
COA/Rep for and on behalf of  
President of India

\_\_\_\_\_  
Rep of M/S \_\_\_\_\_

**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 : Defence Attaché, EOI, Nepal

(ii) Local Office : Embassy of India,  
Kathmandu, Nepal

(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.

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) (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 : 0900 hrs to 1730 hrs (Mon-Fri)
- (ii) Email Support : Monitored 0900 hrs to 1730 hrs (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 24 hrs for issues classified as **Medium** priority.
- (iii) Within 48 hrs 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 <sup>st</sup>		
2.	II <sup>nd</sup>		
3.	III <sup>rd</sup>		

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

\_\_\_\_\_  
(Signature of Service Provider Representative)

\_\_\_\_\_  
(Signature of End-User Representative)

**Company Seal**

Place.....  
Date:.....