



**Embassy of India,
Kathmandu (Nepal)**



TENDER NOTICE

1. Sealed tenders are invited separately for Technical and Financial Bids directly from authorized dealer for purchase of a three 30 (III) KVA (Water Cooled) Diesel Generator Set (As per specification given in Tender documents uploaded on Indian Embassy Website) for ECHS Polyclinics, Kathmandu, Pokhara and Dharan, The last date of submission of bid in a sealed envelope is on or before **04 April 2018 upto 1700 hrs**. The tender document is available on website www.indianembassy.org.np and www.eprocure.gov.in This document can also be collected from ECHS Branch, Embassy of India, Kathmandu (Nepal). Ph No 01-4001569 ext no 4325.

2. The tender document be deposited at the following address :-
Assistant Military Attaché (ECHS)
ECHS Branch
Embassy of India
Post Box No 292,
336 Kapurdhara Marg
Kathmandu (Nepal)

Tele: +977-1-4418648
E Mail: amaechs.kathmandu@mea.gov.in

ECHS Branch
Defence Wing
Embassy of India
Kathmandu (Nepal)

015/ECHS/Gen(NDG) (GENR)

14 Mar 2018

**Invitation of Bids for Supply of 30 (III) KVA (WATER COOLED) DG SET
Request for Proposal (RFP) No 015/ECHS/Gen(NDG) (GENR) dated 14 Mar 2018**

1. Bids in sealed cover are invited for supply of items listed in Part III 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:
 - (b) Postal address for sending the Bids:
 - (c) Name/designation of the contact personnel:
 - (d) Telephone numbers of the contact personnel:
 - (e) E-mail ids of contact personnel:
 - (f) Fax number:
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.

Part I – General information

- 1. Last date and time for depositing the Bids: 04 Apr 2018.** The sealed Bids (both technical and Commercial, in case two bids are called for) should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.
- 2. Manner of depositing the Bids:** Sealed Bids should be either dropped in the Tender Box marked as “**BID FOR 30 KVA DG SET**” 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: 05 Apr 2018 (1100 hrs)**(If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).
- 4. Location of the Tender Box: ECHS Branch, Defence Wing, Embassy of India, Kathmandu (Nepal)**

Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.
- 5. Place of opening of the Bids: ECHS Branch, Defence Wing, Embassy of India, Kathmandu (Nepal)**

The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.
- 6. Two Bid System:** In case of the 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 TIN number, VAT/CST/GST 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 **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 price 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) for amount of **INR 40,000/- (equivalent to NPR 64000)** along with their bids. The EMD in favour of **ECHS Branch, Defence Wing, Embassy of India, Kathmandu (Nepal)** 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 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.

Part II – Essential Details of Items/Services required

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

Name/Type of item/services/description of stores Qty required

Diesel Generator 30 (III) KVA, Water Cooled

2. **Technical Details:**

(a) Technical details with technical parameters :-

SI No.	Item	Specifications/Details
1.	ALTERNATOR	<p>(a) The Alternator shall be self-excited and self-regulated of specified KVA rating in three phase at 415 Volt, 50 Hz, 1500 RPM (as applicable) and 0.8 power factor and shall conform to IS: 13364(Part 2) /1992(reaffirmed 2003). The alternators shall be of brush less type with VG-1 Grade or better grade of voltage regulation.</p> <p>(b) The alternators shall be screen-protected drip proof with Minimum IP-21degree of protection as per IS:4691/85 (Reaffirmed 2004).The class of insulation of the Alternator would be 'H'. The rated voltage of Alternator will be 415 V for three phase.</p>
2.	DIESEL ENGINE (Turbo-charged):	<p>(a) The turbocharged Diesel Engine shall be water cooled, as specified, electric start developing required BHP at 1500 RPM with class A-2 or better governing to deliver specified continuous KVA output at 0.8 Power Factor Lag at NTP conditions. The Diesel engine should be capable of providing 10% overload for one hour in every 12 hours continuous running at full load. The turbocharged Diesel engine shall conform to IS:13018/1990 (reaffirmed 2005)AND IS: 10,000 series.</p> <p>The Turbocharged Diesel engine shall be complete with the following accessories:</p> <p>(i) Fuel tank with air breather, drain plug with capacity for 8 hours of continuous running at full load or 990 liters capacity, whichever is lesser.</p> <p>(ii) Engine instrument panel consisting of starting switch with key, lube oil temperature and pressure gauges, RPM indicator and hour meter with additional feature of auto start/remote start and auto stop.</p>

		<p>(iii) Safety control to shut down the engine in the event of overspeed, low lube oil pressure and high engine water temperature.</p> <p>(iv) Exhaust silencer residential type.</p> <p>(v) 12 V or 24 V starting system complete charging alternator or dynamo and cutout.</p> <p>(f) Lead Acid, semi-maintenance free or sealed maintenance free batteries of suitable ratings with connecting cables shall be provided. The batteries shall conform to relevant IS Specn. Only, the following make of batteries shall be accepted- Exide, Tata Green, Amron, Amco, Tudor, Cummins- Pulselite, Prestolite and Standard Furukuwa.</p> <p>(vi) Anti-Vibration mountings for complete DG set in case of flexible coupling and for turbocharged engine in case of direct coupling.</p> <p>(vii) The fuel level should be indicated with the help of fuel gauge meter.</p> <p>(viii) There should be provision for filling the fuel from outside (as in case of automobiles) with locking arrangement.</p>
3.	AMF CONTROL PANEL	<p>(a) Automatic mains failure (AMF) control panel, shall be able to start up the DG set and transfer the load on to the DG set on mains failure without requiring any human intervention. Similarly on restoration of mains supply, it shall be able to transfer the load to mains supply and switch off the DG set automatically.</p> <p>(b) The AMF panel shall be an enclosure with the IP-53 degree of protection conforming to IS/IEC 60947(Pt-1)/2007, fabricated from minimum 1.5 mm thick steel sheet duly pre-treated and aesthetically finished.</p> <p>(c) The AMF Control Panel shall have the following Instruments :-</p> <p>(i) Microprocessor based relay with composite meter for digital display of</p>

		<p>(aa) Generator voltage /AC Mains voltage.</p> <p>(ab) Generator Current.</p> <p>(ac) Power Factor.</p> <p>(ad) Frequency (for 15 KVA & above)</p> <p>(ae) Energy (for 15 KVA & above)</p> <p>(af) Three attempts engine start/ engine cranking relay.</p> <p>(ag) On -delay timer for load change over</p> <p>(ah) On-delay timer for engine shut off</p> <p>(aj) Over current relay.</p> <p>(ii) Mode selector switch for setting the panel on any one position such as off or auto or manual or test.</p> <p>(iii) Engine On-Off switch (Push button type).</p> <p>(iv) MCCB of suitable rating shall be provided.</p> <p>(v) Rectangular aluminum bus bars (one number for each phase, neutral and Earthing terminal) of adequate ratings duly colour coded with heat shrinkable PVC sleeves.</p> <p>(vi) Two contactors of suitable rating (one for DG set & one for AC mains) with over load relay.</p> <p>(vii) Under-voltage relay for mains.</p> <p>(viii) Battery charger complete with voltage regulator, float or booster selector switch, on-off switch, voltmeter and ammeter for charging the battery from mains. This will be in addition to the battery charging alternator fitted on the engine.</p> <p>(ix) Instrument & Control Fuses.</p> <p>(x) Five number indicating lamps to indicate 'mains ON', 'load on mains', 'set running', and load on set and battery charger on.</p>
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		<p>(xi) Audio visual alarm for 'Low lubricating oil pressure', 'High water temperature' (for water cooled), 'High cylinder head temperature' (for air cooled), 'Start failure' and 'DG over load'.</p> <p>(xii) Any other switch, instrument, relay or contactor etc. essential for smooth and trouble free functioning of DG set with AMF panel. (To be specified by the tenderers in their offer with complete details of the item).</p>
4.	Supplier shall furnish complete & satisfactory TTC for engines, alternators complete with enclosure to be used by them for EACH rating of DG sets clearly indicating make, model and ratings of the DG sets tested at the time of registration and pre-despatch inspection.	
5.	<p>The TTC of three phase alternators shall cover 'unbalanced load test' as per cl.24 of IS:13364 (part-1 or part-2)/1992 as applicable. Either of the following types of TTC shall be acceptable:</p> <p>(a) Type Test Certificate issued by recognized Government Lab.</p> <p>(b) Type Test Certificate issued by recognized Government Lab irrespective of whether engines and alternators were tested at firm's lab or some other lab, but witnessed by Government representative.</p> <p>(c) Type Test Certificate issued by BIS, irrespective of engines and alternators were tested at firm's lab or some other lab, but witnessed by BIS/ Government representative.</p> <p>(d) Type Test Certificate issued by DQA on basis of test conducted at manufacturer's lab in presence of DQA officers.</p>	
6.	The testing of diesel generating sets, for all ratings, shall be done at 0.8 PF lag.	
7.	Testing shall be done at continuous power output for each rating.	
8.	Necessary gauge/meters shall be fitted to indicate (a) the quantity of fuel left in the fuel tank, and (b) hours of DG set operation.	
9.	DG Sets shall be provided with integrated accoustic enclosure which shall conform to latest norms of Central Pollution Control Board (CPCB).	
10.	The accoustic enclosure offered shall conform to the drawings type approved by Govt lab, for conformity to noise norms. This aspect shall also be verified at the time of inspection.	
11.	DG sets shall meet the requirements of Environmental(Protection) Rules 1986 as laid down by Min. of Environment & Forests read with GSR 371 (E) dated 17.5.2002, GSR 520(E)dated 01.7.2003, No.448 (E) dated 12.07.2004, GSR 771(E) dated 11.12.2013& GSR 232 (E) dated 31.03.2014,Gazette Notification No. 167 dated. 31.03.2014 and Gazette Notification No. 578 dated. 11.11.2014. in respect of noise and emission	

	norms. The latest amendments to above GSRs shall be applicable as and when amended by Ministry of Environment and Forest. DG sets shall also meet all other statutory requirements as notified by Govt. from time to time.
12.	Supplier shall furnish following documents issued by a Govt authorized agency at the time of registration and pre-despatch inspection: <p>(a) Type approval certificate (TAC) for emission norms for EACH model/family of engine.</p> <p>(b) TAC from for noise level norms EACH model of DG set.</p> <p>(c) Type Test Certificate issued by BIS, irrespective of engines and alternators were tested at firm's lab or some other lab, but witnessed by BIS/ Government representative.</p>
13.	Scope of supply shall include supply and commissioning of the complete DG set at the consignee's end.
14.	A copy of formal agreement between the engine manufacturer and DG set supplier for continuous supply of engines, during the validity period of the rate contract, should be submitted to DGS&D at the time of registration and inspection, unless DG Set supplier themselves are not manufacturer of engines also.
15.	Tenderers shall furnish list of authorized service centers throughout the country with complete address, phone number, fax & email etc.
16.	DG set manufacturers shall provide a list of inventories being supplied with the DG sets, to enable the consignees to verify them, at the time of delivery. The inventory list shall be attached along with the Inspection Notes.
17.	Full load testing:- On full and final installation of the DG set, the DG set shall be put to testing as per IS 1600 of 1601-1960. Testing of DG set shall be done by rep of accepting officer of units for continuous running of 12 hrs in accordance with latest IS specification for testing of DG set with 10% over load for 1 hrs in between testing time. The supplier shall make all necessary arrangement for testing of load test, Amp meter, Voltmeter, DHPP, Engine Oil, Grease etc without any extra cost to Govt. Testing shall be done in presence of authorized representative of manufacturer and supplier. Test result shall be recorded and signed by rep of accepting officer, suppliers. The schedule of testing as under:- <p><u>Total 12 Hrs:-</u></p> <p>(a) 15 min - No Load</p> <p>(b) 01 Hrs - on 25% Load</p> <p>(c) 01 Hrs - on 50% Load</p> <p>(d) 01 Hrs - on 75% Load</p> <p>(e) 07 Hrs - on 100% Load</p> <p>(f) 01 Hrs - on 110% Load</p> <p>(g) 01 Hrs - on 100% Load</p>

	Note : Any improvements/changes due to technological development carried out as per IS or Acts and norms of the State to above Gen set/eqpt, these will be deemed to be included without any extra cost and intimate such changes to all concerned. Fuel required for testing of DG set should be arrange by supplier without any extra cost.
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(c) Requirement of training/ on-job training- **03 Hours training to 02 personnel of the consignee**'.

(d) Requirement of installation/commissioning - **All civil works required for installation and commissioning of the DG Set will be carried out by the Bidder.**

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

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

(g) Requirement of pre-site/equipment inspection- **Yes. Bidder may visit the consignee locations to ascertain the type of civil works required to be carried out for installation and commissioning of DG Sets.**

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 along with Technical Bid:

S No.	Vendor/ Sample	Essential QRs (Serially Listed)	Acceptable Range	Sample Reading	Within Range (Yes/No)	Technically Acceptable	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		Part II Para2(a)					
1		SI No. 1	As specified				
2		SI No. 2	As specified				
3		SI No. 3	As specified				
4		SI No. 4	As specified				
5		SI No. 5	As specified				
6		SI No. 6	As specified				
7		SI No. 7	As specified				
8		SI No. 8	As specified				
9		SI No. 9	As specified				
10		SI No. 10	As specified				
11		SI No. 11	As specified				
12		SI No. 12	As specified				
13		SI No. 13	As specified				
14		SI No. 14	As specified				
15		SI No. 15	As specified				
16		SI No. 16	As specified				
17		SI No. 17	As specified				

4. **Delivery Period:** Delivery period for supply of items would be 90 days from the effective date of contract. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

5. **Consignee details:**

SI No.	Consignee	Address
1	ECHS Polyclinic Kathmandu	ECHS Polyclinic Kathmandu, Nepal
2	ECHS Polyclinic Pokhara	ECHS Polyclinic Pokhara, Nepal
3	ECHS Polyclinic Dharan	ECHS Polyclinic Dharan, Nepal

Part III – Standard Conditions of RFP

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

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. **Effective Date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

3. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration.

4. **Penalty for use of Undue influence:** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offence by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. **Agents / Agency Commission:** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign

whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

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

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

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

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

(a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than (6 months) after the scheduled date of delivery.

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

(c) The delivery of material is delayed due to causes of Force Majeure by more than (9 months) provided Force Majeure clause is included in contract.

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

(e) As per decision of the Arbitration Tribunal.

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

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

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

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

14. **Taxes and Duties:**

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

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

(I) General

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

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

3. Any change in levies, taxes and duties levied by Central/State/Local governments such as GST, 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, rebates, concessions etc, if any obtained by the Seller.

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

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

(II) Customs Duty –

1. For imported stores, the Bidder shall quote prices at Duty Free Rates, as DG Set being procured for the Embassy are provided with necessary customs duty relaxation by the concerned department of the local Government (i.e Government of Nepal).

(iii) VAT

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

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

15. Pre -Integrity Pact Clause: An “Integrity Pact” would be signed between the Ministry of Defence/Buyer and the Bidder. This is a binding agreement between the Buyer and Bidders for specific contracts in which the Buyer promises that it will not accept bribes during the procurement process and Bidders promise that they will not offer bribes. Under this Pact, the Bidders for specific services or contracts agree with the Buyer to carry out the procurement in a specified manner. The Format of Pre-Integrity Clause will be as per Form DPM-10 (Available in MoD website, and can be provided on request). The essential elements of the Pact are as follows:

(a) A pact (contract) between the Government of India (Ministry of Defence) (the authority or the “principal”) and those companies submitting a tender for this specific activity (the “Bidder”);

- (b) An undertaking by the Principal that its officials will not demand or accept any bribes, gifts etc., with appropriate disciplinary or criminal sanctions in case of violation;
- (c) A statement by each Bidder that it has not paid, and will not pay, any bribes;
- (d) An undertaking by each Bidder to disclose all payments made in connection with the Contract in question to anybody (including agents and other middlemen as well as family members, etc., of officials); the disclosure would be made either at the time of submission of Bids or upon demand of the Principal, especially when a suspicion of a violation by that Bidder emerges;
- (e) The explicit acceptance by each Bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the winning Bidder until the contract has been fully executed.
- (f) Undertaking on behalf of a Bidding company will be made “in the name and on behalf of the company’s Chief Executive Officer”.
- (g) The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertakings:
 - i. Denial or loss of contracts;
 - ii. Forfeiture of the Bid security and performance bond;
 - iii. Liability for damages to the principal and the competing Bidders; and
 - iv. Debarment of the violator by the Principal for an appropriate period of time.
- (h) Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour and compliance program for the implementation of the code of conduct throughout the company.

Part IV – Special Conditions of RFP

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

1. Performance Guarantee:

(a) **Indigenous cases:** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business in Nepal for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given at **Appx 'A'**.

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

2. **Payment Terms for Indigenous Sellers** - It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is given at **Appx 'B'**.

3. Paying Authority:

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

(b) Indigenous Sellers: (Name and address, contact details). The payment of bills will be made on submission of the following documents by the Seller to the Paying authority 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.
- (iv). CRVs in duplicate.
- (v). Inspection note.
- (vi). Claim for statutory and other levies to be supported with requisite documents / proof of payment such as GST challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.
- (vii). Exemption certificate for GST / Customs duty, if applicable.
- (viii). Bank guarantee for advance, if any.
- (ix). Guarantee / Warranty certificate.
- (x). Performance Bank guarantee / Indemnity bond where applicable.
- (xi). Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
- (xii). Any other document / certificate that may be provided for in the Supply Order / Contract.
- (xii). User Acceptance.
- (xiv). Xerox copy of PBG.

4. **Fall clause** - The following fall clause will form part of the contract placed on successful Bidder –

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

(b). If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organisation including the Buyer or any Deptt, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction

of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:--

- (i). Exports by the Seller.
- (ii). Sale of goods as original equipment at price lower than the prices charged for normal replacement.
- (iii). Sale of goods such as drugs which have expiry dates.
- (iv). Sale of goods at lower price on or after the date of completion of sale/ placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private parties and bodies.

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

5. Risk & Expense clause –

1. 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.

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

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

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

6. Force Majeure clause

(a) Neither party shall bear responsibility for the complete or partial non performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non- performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract

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

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

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

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

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

8. **OEM Certificate:** In case the Bidder is not the OEM, the agreement certificate with the OEM for sourcing the spares shall be mandatory. However, where OEMs do not exist, minor aggregates and spares can be sourced from authorized vendors subject to quality certification.

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

10. **Earliest Acceptable Year of Manufacture:** 2017. Quality / Life certificate will need to be enclosed with the Bill.

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

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

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

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

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

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

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

during transportation by land, air or sea. In this case the Buyer shall finalize the marking with the Seller.

12. **Quality:** The quality of the stores delivered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in Seller's country or specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the stores to be supplied under this Contract shall be new i.e. not manufactured before (Year of Contract), and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past if any. The Seller shall supply an interchangeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

13. **Quality Assurance:** Seller would provide the Standard Acceptance Test Procedure (ATP) within one month of this date of contract. Buyer reserves the right to modify the ATP. Seller would be required to provide all test facilities at his premises for acceptance and inspection by Buyer. The details in this regard will be coordinated during the negotiation of the contract. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.

14. **Inspection Authority:** The Inspection will be carried out by Embassy of India, Kathmandu (Nepal). The mode of Inspection will be Joint Inspection.

15. **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 and acceptance of goods. The quantity claim shall be submitted to the Seller as given at **Appx 'C'**.

(c). The quality claims for defects or deficiencies in quality noticed during the JRI shall be presented within 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 not later than 45 days after expiry of the guarantee period. The quality claims shall be submitted to the Seller as given at **Appx 'D'**.

(d). The description and quantity of the stores are to be furnished to the Seller along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will settle the claims within 45 days from the date of the receipt of the claim at the Seller's office, subject to acceptance of the claim by the Seller. In case no response is received during this period the claim will be deemed to have been accepted.

(e). The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location under Seller's arrangement.

(f). Claims may also be settled by reduction of cost of goods under claim from bonds submitted by the Seller or payment of claim amount by Seller through demand draft drawn on an Indian Bank, in favour of Principal Controller/Controller of Defence Accounts concerned.

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

16. **Warranty –**

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

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

(ii). Guarantee that they will supply spare parts, if and when required on agreed basis for an agreed price. The agreed basis could be and including but without any limitation an agreed discount on the published catalogue or an agreed percentage of profit on the landed cost.

(iii). Warranty to the effect that before going out of production for the spare parts they will give adequate advance notice to the Buyer of the equipment so that the latter may undertake the balance of the lifetime requirements.

(iv). Warranty to the effect that they will make available the blue prints of drawings of the spares if and when required in connection with the main equipment.

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

(a). The Seller agrees to provide Product Support for the stores, Assemblies/ subassemblies, fitment items and consumables, Special Maintenance Tools(SMT)/ Special Test Equipments (STE) subcontracted from other agencies/ manufacturer by the Seller for a maximum period of 15 years including one year of warranty period after the delivery of the **30 KVA DG Set**.

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

(c).In the event of any obsolescence during the above mentioned period of product support in respect of any component or sub-system, mutual consultation between the Seller and Buyer will be undertaken to arrive at an acceptable solution including additional cost, if any.

(d). Any improvement/modification/ up gradation being undertaken by the Seller or their sub suppliers on the stores/equipment being purchased under the Contract will be communicated by the Seller to the Buyer and, if required by the Buyer, these will be carried out by the Seller at Buyer's Cost.

(e). The Seller agrees to provide an Engineering Support Package as modified after confirmatory Maintenance Evaluation Trials (METs). The SELLER agrees to undertake the repair and maintenance of the equipment, SMTs/STEs test set up, assemblies/sub assemblies and stores supplied under this contract for a period of 15 years as maintenance contract as specified or provision of complete Engineering Support Package to the Buyer whichever is later, as per terms and conditions mutually agreed between the Seller and the Buyer.

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

PERFORMANCE BANK GUARANTEE FORMAT

From:
Bank _____

To,
ECHS Branch
Embassy of India
Kathmandu

Dear Sir,

Whereas you have entered into a contract No. _____ dated _____ (hereinafter referred to as the said Contract) with M/s _____, hereinafter referred to as the "seller" for supply of goods as per Part-II of the said contract to the said seller and whereas the Seller has undertaken to produce a bank guarantee for 10 %(Ten) of total Contract value amounting to _____ to secure its obligations to the President of India. We the _____ bank hereby expressly, irrevocably and unreservedly undertake and guarantee as principal obligors on behalf of the seller that, in the event that the President of India declares to us that the goods have not been supplied according to the Contractual obligations under the aforementioned contract, we will pay you, on demand and without demur, all and any sum up to a maximum of _____ Rupees _____ only. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. We undertake to effect payment upon receipt of such written demand.

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

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

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

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

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

MODEL ECS MANDATE FORMAT

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

Credit Clearing Mechanism

1. Customer's name

2. Particulars of Bank Account –
 - a. Bank name
 - b. Branch name
 - c. Address
 - d. Telephone numbers
 - e. IFS code
 - f. 9 Digit code number of Bank and Branch appearing on MICR cheque issued by Bank
 - g. Account Type (S.B. Account / Current Account or Cash)
 - h. Ledger number
 - j. Ledger Folio number
 - k. Account number as appearing on Cheque Book

3. Please attach a blank cancelled cheque, or, photocopy of a cheque or front page of your savings bank passbook issued by your bank for verification of the above particulars.

4. Date of Effect

“I, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under scheme.”

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

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

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

QUANTITY CLAIM FORMAT

Quantity Claim to the Contract Nodated
..... Claim Protocol number Laid
down
For inter/tare storage Commission, consisting of Chairmanand Members
..... having examined the
state of the delivered equipment ascertained as follows:-

1. The equipment was delivered by M/s against Bill of
Lading No of in the
quantity of one collie with the Marking Case No
.....

2. The obtained equipment is delivered under Contract
number..... Item Sr Number
Cost.....

3. The state of packing and seals on goods packages, correspondence of the gross
weight and the weight indicated in the way bills (packing lists) Nos of the collies are
to be pointed out Condition of the collie
..... Gross weight of the collie
..... Net weight of the collie

4. While unpacking the goods packages, the following discrepancy between the
shipping documents (packing lists as the packed equipment was
discovered/separately for the each package
.....
.....

5. Conclusion of the commission
.....
.....

6. The following documents confirming the justification of the complaint are attached
to the report (Packing list, photos of the damaged sports and others)
.....
.....

Chairman

Members

Place and date of issue

QUALITY CLAIM FORMAT

Quality Claim to the Contract Nodated
.....

Claim Protocol number

Laid down on

Concerning (Name of the claimed equipment) Commission Members

Chairman

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

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

Production by the Made by the manufacturer

.....
(date of manufacture)

No of running hours With guarantee period of
(completed)

..... (years, months)

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

2. Indicate operation conditions of the equipment

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

3. Description of the defect

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

4. List of units (or their parts) (defective equipment will remain in that organization store-room when it has been operating till arrival of the Seller's instruction)

5. Conclusion of the Commission

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

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

.....
.....

The defect occurred within the guarantee period from the reason as follows

.....
.....

The costs of the repair of the equipment or its parts

.....
.....

The defect occurred within the guarantee period from the reason as follows.....

.....
.....The costs of the repair will be debited to (..... manufacturer/owner.....)

To settle the claim, the Seller has to replace the equipment and dispatch the unit and other parts, indicate the parts and where the repair should be carried out (manufacturer's side), the manner of reimbursement of costs connected with the repair of the equipment, etc.

Supplementary data:

The equipment was handed over in accordance with the

No on (date)

.....
The following documents are enclosed to this claim protocol to support the justification of the claim (photos, samples, results of analysis, packing sheets, etc.)

Signature of the commission members

.....
.....

FORMAT FOR TECHNICAL LITERATURE CLAUSE

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

Course Description & Materials

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

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

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

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

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

Course Description & Materials

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

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

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

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

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

3. **Field Repair Level Maintenance Training:** This course is designed to give the student an understanding of the (Equipment) ___ as well as first line

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

Course Description & Materials

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

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

8. This course covers all the electronics in the (Equipment) _____. A look at all the PCBs in the unit and the procedure of analyzing samples. Materials - Technical Guide, (Equipment) _____ unit.

9. This course discusses the troubleshooting techniques used for repairing an (Equipment) _____. Materials - Technical Guide, (Equipment) _____ unit.

10. This course cover the proper procedure in calibrating and (Equipment) _____. Materials - Technical Guide, (Equipment) _____unit.

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

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

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

Format for Pre-Integrity Pact Clause

General

1. Whereas the PRESIDENT OF INDIA, represented by _____, hereinafter referred to as the Buyer and the first party, proposes to procure (Name of the Equipment), hereinafter referred to as Defence Stores, and M/s

_____, represented by, _____
(Designation which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignees), hereinafter referred to as the Bidder/Seller and the second party, is willing to offer/has offered the stores.

2. Whereas the Bidder is a private company/public company/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the Buyer is a Ministry of the Government of India performing its functions on behalf of the President of India.

Objectives

3. Now, therefore, the Buyer and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

3.1 Enabling the Buyer to obtain the desired defence stores at a competitive price in conformity with the defined specifications of the Services by avoiding the high cost and the distortionary impact of corruption on public procurement, and

3.2 Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Buyer will commit to prevent corruption, in any form, by their officials by following transparent procedures.

Commitments of the Buyer

4. The Buyer Commits itself to the following:-

4.1 The Buyer undertakes that no official of the Buyer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

4.2 The Buyer will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.

4.3 All the officials of the Buyer will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

5. In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Buyer with full and verifiable facts and the same is prima facie found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Buyer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.

Commitments of Bidders

6. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any precontract or postcontract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-

6.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

6.2 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.

6.3 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

6.4 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

6.5 The Bidder further confirms and declares to the Buyer that the Bidder is the original manufacturer/integrator/authorised government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Buyer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

6.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

6.7 The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier.

The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

6.8 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

6.9 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

7. Previous Transgression

7.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India, that could justify bidder's exclusion from the tender process.

7.2 If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

8. Earnest Money/Security Deposit

8.1. Every bidder, while submitting commercial bid, shall deposit an amount* _____ as Earnest Money/Security Deposit, with the buyer through any of the following instruments:-

(i) Bank Draft or a Pay Order in favour of the PCDA, New Delhi,

(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the Ministry of Defence, Government of India, represented on behalf of the President of India, on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the Buyer shall be treated as conclusive proof for payment. A model Bank guarantee format is enclosed.

(iii) Any other mode or through any other instrument (to be specified in the RFP). * At present, the amount of EMD/SD is Rs. 1 crore in cases where the cost as estimated by the Buyer is above Rs. 100 crore and up to Rs. 300 crore and Rs. 3 crore if above Rs. 300 crore.

8.2. The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of contractual obligations to complete satisfaction of both the bidder and the buyer, whichever is later. In case there are more than one bidder, the Earnest Money/Security Deposit shall be refunded by the buyer to those bidder(s) whose bid(s) does/do not qualify for negotiation by the Commercial Negotiation Committee (CNC), as constituted by the Buyer, immediately after a recommendation is made by the CNC on the bid(s) after an evaluation.

8.3 In the case of successful bidder a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

8.4 The provisions regarding Sanctions for Violation in Integrity Pact include forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.

(d) No interest shall be payable by the Buyer to the Bidder(s) on Earnest Money/ Security Deposit for the period of its currency.

2 Company Code of Conduct

(d) Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

3 Sanctions for Violation

(c) Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Buyer to take all or any one of the following actions, wherever required:-

3. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.

4. The Earnest Money/Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason therefore. (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.

5. To recover all sums already paid by the Buyer, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from the Buyer in connection with any other contract for any other defence stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

6. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.

7. To cancel all or any other Contracts with the Bidder.

8. To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.

9. If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder.

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no

longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependant upon Government servant.

(viii) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Buyer, and if he does so, the Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Buyer resulting from such rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder. (xi) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Buyer with the Bidder, the same shall not be opened.

The decision of the Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the Bidder can approach the monitor(s) appointed for the purposes of this Pact.

11. Fall Clause

11.1 The Bidder undertakes that he has not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India and if it is found at any stage that the similar system or sub-system was supplied by the Bidder to any other Ministry/Department of the Government of India at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

11.2 The Bidder shall strive to accord the most favoured customer treatment to the Buyer in respect of all matters pertaining to the present case.

12. Independent Monitors

12.1 The Buyer has appointed Independent Monitors for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given)

12.2 As soon as the Monitor notices, or believes to notice, a violation of this Pact, he will so inform the Head of the Acquisition Wing of the Ministry of Defence, Government of India.

13. Examination of Books of Accounts

In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Buyer or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

14. Law and Place of Jurisdiction.

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Buyer i.e. New Delhi.

15. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

16. Validity

16.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the Buyer and the Bidder/Seller, whichever is later.

16.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

17. The Parties hereby sign this Integrity Pact at _____ on

BUYER

BIDDER

Witness

Witness

1.....

1.....

2.....

2.....

TERMS AND CONDITIONS FOR FINANCIAL 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 Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.
 - (c). The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows:
 - (i) In cases where only Indigenous Bidders are competing, L-1 bidder will be determined by excluding levies, taxes and duties levied by Central/State/ Local governments such as GST, VAT, Octroi/entry tax, etc on final product as quoted by bidders.
 - (i) In cases where both foreign and indigenous Bidders are competing, following criteria would be followed –
 1. In case of foreign Bidders, the basic cost (CIF) quoted by them would be the basis for the purpose of comparison of various tenders.
 2. In case of indigenous Bidders, taxes and duties on fully formed equipment would be offloaded.
 3. GST and other local levies, i.e. octroi, entry tax etc would be ignored in case of indigenous Bidders.
 - (d). In import cases, all the foreign quotes will be brought to a common denomination in Indian Rupees by adopting the exchange rate as BC Selling rate of the State Bank of India on the date of the opening of Price Bids.
 - (e). If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
 - (f). The Buyer reserves the right to evaluate the offers received by using Discounted Cash Flow method at a discounting rate of _____%. In case cash flow involves more than one currency, the same will be brought to a common denomination in Indian Rupees by adopting exchange rate as BC Selling rate of the State Bank of India on the date of the opening of Price Bids.

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

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

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

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

Item	Unit price	Qty	Total
i. 30 KVA DG Set		03	

ii. Total of Basic Price

(b). Accessories

(c). Installation / Commissioning charges

(d). Training

(e). Technical literature

(f). Tools

(g). AMC

(h). Any other requirement.

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

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

(a). Is GST extra?

(b). If yes, mention the following –

- (i). Total value of items on which GST is leviable:
- (ii). Rate of GST (item-wise if different GST is applicable):
- (iii). Total value of GST payable:

(c). Is VAT extra?

(d). If yes, then mention the following:

- i. Total value on which VAT is leviable:
- ii. Rate of VAT:
- ii. Total value of VAT leviable:

(e). Is Custom Duty Exemption (CDE) required:

(f). If yes, then mention the following:

- i. Custom notification number under which CDE can be given (Enclose a copy):
- ii. CIF value of stores to be imported:
- iii. Rate of Customs Duty payable:
- iv. Total amount of Customs Duty payable:

(g). Octroi / Entry taxes:

(h). Any other Taxes / Duties / Overheads / Other costs:

(j). Grand Total:

- i. Excluding AMC and spares