

# **EMBASSY OF INDIA**

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DEFENCE WING, RECORD OFFICE INDIAN  
EMBASSY, KATHMANDU, NEPAL

## **STANDARD BIDDING DOCUMENT**

### **FOR**

SUPPLY, DELIVERY & INSTALLATION OF RACK SERVER,  
NETWORK ATTACHED STORAGE, PCs, AND OVERHEAD  
SCANNER FOR RECORD OFFICE INDIAN EMBASSY  
(DEFENCE WING)

NAME OF COMPANY/FIRM .....

ADDRESS.....

SIGNATURE.....

FIRM'S SEAL.....

## **INSTRUCTIONS TO BIDDER / REQUEST FOR PROPOSAL (RFP)**

1. Bids in sealed cover are invited for supply of items listed in **Part II** of this RFP. Please super scribe the above mentioned title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.

2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below : -

(a) Bids/queries to be addressed to, **AMA(R), Record Office Indian Embassy, Kathmandu.**

(b) Postal address for sending the Bids:-

**AMA(R)  
Record Office Indian Embassy  
Embassy of India  
Kathmandu (Nepal)**

(c) Name/designation of the contact personnel : Maj Kalam Singh, AMA(R).

(d) Telephone numbers of the contact personnel : 00977-01-4429567

(e) E-mail IDs of contact personnel : [roie.kathmandu@mea.gov.in](mailto:roie.kathmandu@mea.gov.in)

(f) Fax number : 00977-01-4429567.

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 : 1200h on 07 Nov 2017** (Four weeks from issue of RFP) (Date to be mentioned in terms of DDMMYYYY). The sealed Bids (both technical and Commercial) should be deposited/ reach by the due date and time. The responsibility to ensure this lies with the Bidder.

2. **Manner of depositing the Bids.** Sealed Bids should be either dropped in the Tender Box at **AMA(R)** office marked as **Tender Box** or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).
3. **Time and date for opening of Bids.** The Technical Bid and EMD will be opened on 08 Nov 2017 at 1300hrs. The date and time of opening of commercial bids will be intimated later by the Buyer (if due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).
4. **Location of the Tender Box.** **Office of the AMA(R), Record Office Indian Embassy, Kathmandu.** Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.
5. **Place of opening of the Bids.** **Office of the AMA(R), Record Office Indian Embassy, Kathmandu.** The Bidders may depute their representatives, duly authorized in writing to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.
6. **Two-Bid system.** Only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer.
7. **Forwarding of Bids.** Bids should be forwarded by Bidders under their original memo/letter pad inter alia furnishing details like TAN number/VAT/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.
8. **Clarification regarding contents of the RFP.** Prospective bidder is suggested to make site visits for evaluating the scope of work. Bill of material etc. A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.
9. **Modification and Withdrawal of Bids.** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.
10. **Clarification regarding contents of the Bids.** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
11. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

12. **Unwillingness to quote.** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.
13. **Validity of Bids.** The Bids should remain valid till **180** days from the last date of submission of the Bids.
14. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) **Rs 40,000/-** (IC) 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 as per Form DPM-16 (Available in MoD website and can be provided on request). 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. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g DGS&D), National Small industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender.
15. **Determination of L1.** Item-wise L-1 will be determined on basic cost and AMC cost.
16. **Placing of Supply Order.** Item-wise supply order will be placed either on single L-1 vendor or multiple L-1 vendor as instant proposal is not an integrated project.

### **Part II – Essential Details of Items / Services required**

1. **Technical and commercial** offers will be submitted on **Specific format** enclosed as **Appendix 'A'** and **Appendix 'B'** with this RFP in **separate envelopes** marked "**Technical Offer**" and "**Commercial Offer**" respectively. EMD will be enclosed in separate envelope and will not be enclosed with Technical Bid and Commercial Bid.
2. **Delivery Period.** Delivery period for supply of items would be **16 (Sixteen) weeks** from the date of signatures of both the parties on the Supply Order. 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.
3. **Installation/Commissioning/Completion** of the Project would be done within **30 (Thirty weeks)** from date of Supply Order.
4. **Consignee details.** AMA (R), Record Office Indian Embassy.

### **Part III - Standard Conditions of RFP**

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

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

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

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

4. **Penalty for use of Undue influence.** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt 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, not has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage, it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the seller will be liable of refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

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

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

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

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

(a) The delivery/installation of the Project is delayed for causes not attributable to Force Majeure for more than **(6 weeks)** after the scheduled date of delivery/installation.

(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 **(Six months)** provided Force Majeure Clause is included in contract.

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

(e) As per decision of the Arbitration Tribunal.

(f) The vendor will give a certificate to the effect that no Chinese origin equipment/modules/components are being supplied/used in the manufacture of the equipment supplied. A detailed account of components/modules/software's/ROMs/PROMs being used will be given by the vendor to safeguard this aspect. The ATP board/members are at liberty to seek all possible technical assistance to verify that the products are not been manufactures/shipped from china.

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

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

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

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

14. **Taxes and Duties.**

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

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

(i) **General.**

(aa) **All Taxes and Duties Applicable in Nepal.** It is clarified that GST applicable to vendors in India only, and cannot be adopted as a mode of proc in Nepal by vendors of this country. All taxes and duties will be charged as applicable in Nepal.

(ii) **Customs Duty:-**

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

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

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

(iii) **Excise Duty.**

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

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

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

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

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

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

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

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



**Part IV – Special Conditions of RFP**

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

1. **Performance Guarantee:**

(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 (Nepal SBI, Everest Bank Ltd.) for a sum of equal to 10% of the contract value within 30 days of receipt of the confirmed order.** Performance Bank Guarantee should be valid upto 60 days beyond the date of warranty. The specimen of PBG is enclosed.

2. **Tolerance Clause.** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to **05%** plus/minus increase or decrease the quantity of the required goods up to that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

3. **Payment Terms of 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 at Form DPM-11 (Available in MoD website and can be given on request). Payment will be made as follows :-

(a) 40% on delivery of stores.

(b) 60% on acceptance of supplied items, successful installation and smooth functioning for 3 weeks.

4. **Advance Payments.** No advance payment(s) will be made.

5. **Paying Authority.**

(a) **Indigenous Sellers.** Payment will be made by **Embassy of India** out of information technology Budget Head Major Head 2076 Minor Head 110-H for the complete project. 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 Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.

(vii) Exemption certificate for Excise duty/ Customs duty, if applicable.

- (viii) Bank guarantee for advance, if any (3 years).
- (ix) Guarantee / Warranty certificate (1 + 2 years).
- (x) Performance Bank guarantee / Indemnity bond where applicable.
- (xi) DP extension letter with CFA's sanction.
- (xii) 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).
- (xiii) Any other document/ certificate that may be provided for in the
- (xiv) Supply Order / Contract.
- (xv) User Acceptance.
- (xvi) Xerox copy of PBG.

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

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

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

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

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

7. **Risk & Expense clause**

(a) Should the stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default. If the vendor fails to complete in full, all deliveries and installation of hardware and commercial software within the stipulated period, in accordance with the supply order, the vendor shall pay to the Customer – **AMA(R), Indian Embassy of India, Kathmandu** liquidated damages, at the rate of half percent (0.5%) of the value of undelivered goods for each complete week or part thereof, of delay up to a maximum of five percent (5%) of the total value of undelivered goods of the supply order. Thereafter the BUYER will have right to terminate the supply order in the case of such delay, and the buyer would have the option to buy the hardware, software from the market at the vendors risk and cost. The mode and method of such risk purchase would be at the total discretion of the Customer **AMA(R), Indian Embassy of India, Kathmandu**.

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

(c) In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-

(i) Such default.

(ii) If 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 manufacturer or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed 5% of the value of the contract.

(e) **Method of Payment of Liquidated Damages**. The amount charged as liquidated damages will be deducted by the Customer from the amount due for the payment to the Vendor. If the amount of such Liquidated Damages exceeds the payments due to the Vendor, the Vendor shall within 30 (thirty) days make payment to the Customer in FULL & FINAL settlement of claims, failing which the Bank Guarantee will be encashed to make good the amount exceeding the payments due to the vendor.

8. **Buy-Back offer**. Not Applicable.

9. **Specification**. The following Specification clause will form part of the contract placed on successful Bidder - The Seller guarantees to meet the specifications as per Part-II of RFP and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer Services as per modifications/ requirements recommended after the Maintenance Evaluation Trials. All technical literature and drawings shall be amended as the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical up-gradation/ alterations in the design, drawings and specifications due to change in manufacturing procedures indigenization or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment changes in technical details, drawings repair and maintenance techniques along with necessary tools as a result of upgradation/ alterations will be provided to the Buyer free of cost within 180 days of affecting such upgradation/ alterations.

10. **Force Majeure** Should any Force Majeure circumstances arise, each of the contracting party shall be excused for the non-fulfilment or for the delayed fulfilment of any of its contractual obligations, if the affected party within (30 days) of its occurrence informs the other party in writing. Force Majeure shall mean fires, floods, natural disasters or other acts, that are unanticipated or unforeseeable, and not brought about at the instance of the party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non-performance or delay in performance, such as war, turmoil, strikes, sabotage, explosions, quarantine restriction beyond the control of either party. A party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this Supply Order.
11. **OEM Certificate**. In case the Bidder is not the OEM, the agreement certificate with the OEM sourcing the spares shall be mandatory. However, where OEMs do not exist, minor aggregates and spares can be sourced from authorized vendors subject to quality certification.
12. **Export License**. The Bidders are to confirm that they have requisite export license from their Government and Authorization from the manufacturing plant, in case they are not the OEM, to export the military / non-military goods to India.
13. **Earliest Acceptable Year of Manufacture**. The equipment supplied should be of six months or maximum upto one year old vintage. Quality / Life certificate will need to be enclosed with the Bill.
14. **Buyer Furnished Equipment** : LAN Components, will be provided by the Buyer at his expense to the Seller.
15. **Transportation**: The stores shall be delivered at **Record Office Indian Embassy, Kathmandu** (Port of destination). Seller will bear the costs and freight necessary to bring the goods to the destination. Seller is also required to clear the goods for export. No part shipment of goods would be permitted.
16. **Air lift**: The following Airlift clause will form part of the contract placed on successful Bidder – Should the Buyer intend to airlift all or some of the stores, the Seller shall pack the stores accordingly on receipt of an intimation to the effect from the Buyer. Such deliveries will be agreed upon well in advance and paid for as may be mutually agreed.
17. **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 color.

(e) The seller shall mark each package with indelible paint in the English language as follows:-

- (i) EXPORT
- (ii) Contract No .....
- (iii) Consignee .....
- (iv) Port / airport of destination .....
- (v) Ultimate consignee .....
- (vi) SELLER .....
- (vii) Package No .....
- (viii) Gross/net weight .....
- (ix) Overall dimensions/volume .....
- (x) The Seller's marking.

(f) 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.

18. **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 thereon modification to the stores suggested by the Buyer. Such modification 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.

19. **Quality Assurance.** Seller would provide the Standard Acceptance Test Procedure (ATP) within 10 weeks 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.

20. **Inspection Authority.** The inspection will be carried out by Board of Officers/Ordered on behalf of the Defence Attache, Indian Embassy Kathmandu. The mode of Inspection will be departmental Inspection/User Inspection/Joint Inspection/Self-certification.

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

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

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

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

(a) The claims may be presented either: (a) on quantity of the stores, where the quantity does not correspond to the quantity shown in the packing list/Insufficiency in packing, or (b) on quality of the stores, where quality does not correspond to the quality mentioned in the contract.

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

(c) The quality claims for defects or deficiencies in quality noticed during the JRI shall be presented within 45 days of completion of JRI and acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 45 days after expiry of the guarantee period. The quality claims shall be submitted to the Seller as per Form DPM-23(Available in MoD website and can be given on request).

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

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

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

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

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

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

(b) The Seller warrants for a period of 36 months from the date of acceptance of stores by Joint Receipt Inspection or date of installation and commissioning, whichever is later, that the goods/stores supplied under the contract and each component used in the manufacture thereof shall be free from all types of defects/failures.

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

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

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

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

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

(h) The Seller will guarantee the shelf life of **08 years** under the Nepal tropical condition.

24. **Requirement of installation/commissioning.**

(a) Delivery of items shall be completed within **16 (sixteen) weeks** from the date of signatures of both parties on the Supply Order at Record Office Indian Embassy, Kathmandu (Nepal).

(b) Installation, Configuration, integration including acceptance testing shall be completed with **30 (Thirty) weeks** from the date of supply order.

25. **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 **08 years** including 3 years of warranty period after the delivery of Equipment.

(b) The Seller agrees to undertake Maintenance Contract for a maximum period of **60 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 of 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 **05 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.

(f) Suitable and applicable upgrades would be provided by the seller for all software and embedded code during the powered of support.

26. **Annual Maintenance Contract (AMC) Clause.** The following AMC clause will form part of the contract placed on successful Bidder:-

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

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

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

(b) **Response Time.** The response time of the Seller should not exceed 04 hours from the time the breakdown intimation is provided by the Buyer. The successful vendor shall depute minimum one Service Engg at Record Office Indian Embassy, Kathmandu for three years from the date of acceptance of stores should be capable of splicing termination crimping, punching, laying etc from 9 am to 5 pm (6 days a week).

(c) Serviceability of 95% per year is to be ensured. This amounts to total maximum downtime of approximately 10 days per year. Also unserviceability should not exceed 02 days at one time required spares to attain 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 at the rate of Rs. 250/- (Rupees two hundred fifty only) per day system thereafter will be charged or recovered out of the Bank Guarantee held towards warranty.

(d) Maximum repair turnaround time for equipment/system would be **7 days**. However, the spares should be maintained in a serviceable condition to avoid complete breakdown of the equipment/system.



- (e) Technical Documentation: All necessary changes in the documentation (Technical and Operators manual) for changes carried out on hardware and software of the equipment will be provided.
- (f) During the AMC period, the Seller shall carry out all necessary servicing/repairs to the equipments/system under AMC at the current location of the equipment/system. Prior permission of the Buyer would be required in case certain components/sub systems are to be shifted out of location. On such occasions, before taking over the goods or components, the Seller will give suitable bank guarantee to the Buyer to cover the estimated current value of item being taken.
- (g) The Buyer reserves its right to terminate the maintenance contract at any time without assigning any reason after giving a notice of **3 weeks**. The Seller will not be entitled to claim any compensation against such termination. However, while terminating the contract if any payment is due to the Seller for maintenance services already performed in terms of contract, the same would be paid to it as per the contract terms.
27. Bidders must submit a copy of all orders secured from government agencies/ reputed organizations in the recent past (up to 12 months) along with their commercial bid.
28. Please give details of past experience in similar projects (Att SOs/Certificate).

#### **PART V – EVALUATION CRITERIA & PRICE BID ISSUES**

1. **Evaluation Criteria.** The broad guidelines for evaluation of Bids will be as follows:
- (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP both technically and commercially.
- (b) In respect of Two-Bid system, the technical Bids system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.
- (c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Appx `B`.
- (i) Item-wise Final cost including AMC and Spares cost if any will be the deciding factor for deciding L1 bidder.
- (d) The Bidders are required to spell out the rates of Customs duty, Excise duty, Goods Service Tax, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty/ Excise Duty as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entrained after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs duty / Excise Duty upto and value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate / quantum of

Customs duty / Excise Duty, it should be brought out clearly. Stipulations like excise duty was presently not applicable but the same will be charged if it becomes livable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty.

(e) 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.

(f) 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.

(g) The Buyer reserves the right to evaluate the offers received by using Discounted Cash Flow method at a discounting rate of 5 – 10%. 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.

(h) 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.

2. **Price Bid Format.** Price bid format is attached as Appendix B as commercial bid and bidders are required to fill up this correctly with full details.

**TECHNICAL BID****TECHNICAL BID FOR PROCUREMENT OF IT EQPTS FOR DIGITISATION OF PENSIONERS RECORD/DATA OF RECORD OFFICE INDIAN EMBASSY, KATHMANDU : INFORMATION TECHNOLOGY PROJECT FOR THE FY 2017-18**

**Note** :- Provide complete details of brand, make, models & Part Nos, of all items. Failure to provide such details will render Bid invalid. Technical Details / specification sheets / data sheets / brochures for all items will be provided. The data sheets, brochure sheet, spec sheet shall be verified from the Web. Manipulated or amended datasheets / spec sheet shall not be accepted. Deviation Statement will be provided alongwith the Bid for each item of specifications for all items.

**Essential Details of Items / Services required**

1. The project as a whole and its component items should be compatible with the existing hardware and software installed. Bidder must make a visit to the site to ascertain all compatibility issues (including power aspects) before submitting bids. The bidder should have preferably demonstrated effective domain knowledge of various aspects of development / installation of hardware and software as required in the project. The bidder preferably should have either completed similar project in the past or have a project in use with similar requirements as those of the development / installation of hardware and software as required in the project. Proof of same to be submitted alongwith technical bid.
2. **Experience.** Vendor should be financially strong to undertake such kind of Project. Vendor should have minimum average annual turnover of Rs 35 lakh in the preceding three financial years and above, and should have been a profitable company for last 3 years. The vendor has furnished last two years audited balance sheet to establish the financial soundness of the company as proof of financial credentials. Annual reports of the vendor or parent are available for review on request.
3. **Two-Bid System.** Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. The Bidders are advised to submit the compliance statement in the following format alongwith Technical Bids :-

5. **Technical Details.****ITEM NO. 1 –Rack Server Make and Model**

Requirements/Items/Software/Process/ Functionality with specifications (Specify make, model and version where applicable. Do not specify more than one make model for any category)		Compliance to RFP specification whether Yes / No (Also mention reference of page / para no of technical literature / brochure / any other document attached for evaluation )	In case of noncompliance, deviation from RFP to be specified in unambiguous terms
CPU	Intel® Xeon® E5-2600 Series or higher with 20MB Cache (8 core, 1.7 GHz, 85W) or higher		
Memory	Minimum 32 GB DDR4 2400 MHz LRDIMM or above		
DIMM slots	Capable to support 24 DIMM slot or more and scalable upto minimum 1TB memory		
HDD	2 x 1TB SAS 7.2K or above		
Disk Controller	Smart Array P440ar Controller or more with RAID supporting 0,1,5 & 10		
Optical Drive	Internal/External/Virtual DVD Drive support		
Ethernet Interface	Ethernet Gigabit (1Gb) 4-ports Adapter		
PCI slots	Upto 2 x PCI Express, with minimum 1 (16x full height), 1 (half-length slot)		
I/O ports	2 USB 3.0, 2 USB 2.0 ports, 1 VGA, 1 serial		
Form Factor	Rack with maximum 2U		
Power Supply	Support for Hot swappable and Redundant Power Supply and Fan		
Operating System	Microsoft Windows Server 2012 Standard Edition or latest		

**ITEM NO . 2 – Network Attached Storage – Make and Model**

<b>Requirements/Items /software/Process/Functionality with specifications(Specify make, model and version where applicable. Do not specify more than one make model for any category)</b>		<b>Compliance to RFP specification whether Yes/No (Also mention reference of page/ para no of technical literature/brochure/any other documents attached for evaluation)</b>	<b>In case of noncompliance, deviation from RFP to be specified in unambiguous terms</b>
Capacity	Minimum 6 TB or above		
HDD Bays	Minimum 4 x Hot swap bays		
HDD Interface	SATA		
Memory	Minimum 2GB DDR3 or above		
Net Work	2 x Gigabit Ethernet or later		
Chasis	2U Rack mount		
RAID	RAID 0, 1, 5		
CPU	Min 1.6GHz or above		
Ports	4 USB 3.0; 1 HDMI or more		

<b><u>ITEM NO . 3 – PCs – Make and Model</u></b>			
CPU	Intel Core i5 Sixth Gen Processor or later; 6MB Cache or higher		
Chipset	Intel Q67 or better on OEM Motherboard		
Bus Architecture	Minimum 4 PCI (PCI/PCI Express)		
Memory	Minimum 4GB or above		
HDD	Minimum 500 GB or above		
Monitor	18.5-inch LED Monitor		
Keyboard	104 keys		
Mouse	USB Interfaced		
Bays	3 Nos or above		
Ports	Minimum 6 USB ports, audio ports for microphone and headphone		
Cabinet	Tower		
DVD ROM Drive	8X or better DVD ROM Drive		
Networking Facility	10/100/1000 on board integrated Network Port		
Operating System	Windows 8.1 or later		

**ITEM NO . 4 – Overhead Scanner – Make and Model**

<b>Requirements/Items /software/Process/Functionality with specifications(Specify make, model and version where applicable. Do not specify more than one make model for any category)</b>		<b>Compliance to RFP specification whether Yes/No (Also mention reference of page/ para no of technical literature/brochure/any other documents attached for evaluation)</b>	<b>In case of noncompliance, deviation from RFP to be specified in unambiguous terms</b>
Type	Overhead		
Output resolution	2592 x 1944 pixels (5.0 MP) or above		
Interface	USB 2.0		
Output format	PDF, compact PDF, searchable PDF, JPG		
Captured Speed	Approx 1 second		
Operating Systems Support	Microsoft Windows XP/7/8 or above		
Captured Size	Upto A3 size		
Adjustable Height	A5/A4/A3		

**ITEMS NO 5 – Installation / Commissioning charges including Onsite Support Engg for Warranty Period (03 Yrs)/ AMC Period (05 Yrs after 03 Yrs of warranty period)**

<b>Requirements/Items/Software Process/Functionality with specifications (Specify make, model and version where applicable. Do not specify more than one make model for any category)</b>	<b>Compliance to RFP specification whether Yes/No (Also mention reference of page /para no of technical literature/brochure/any other document attached for evaluation)</b>	<b>In Case of non compliance, deviation from RFP to be specified in unambiguous terms</b>
The installation, Integration, Commissioning of all the equipments shall be sole responsibility of the vendor. Any other item required to make the project functional shall be the sole responsibility of the vendor. The bidder shall confirm in writing a support Engg for 3 (three ) year's during Warranty period and AMC period 5 (five) years.		

<b>Project Requirement &amp; Compliance</b>	<b>Compliance to RFP whether Yes/No</b>	<b>In case of non compliance deviation from RFP to be specified in unambiguous terms</b>
The OEM should be ISO 9001 or 14001 certified.		
The Bidder should have a local office in Kathmandu with Adequate spare for prompt after sales support. The confirmation/proof shall be verified by the TEC Board		
The integration of all the item's etc shall be the sole responsibility of the vendor, and any other item required to make the Project functional shall be borne by the vendor.		
Vendors shall be called for Demonstration / Presentation of the Proposal, Layout Diagram etc during technical evaluation		
Vendors are advised to submit OEM Authorization letters for this tender inquiry confirming support for 3 years during Warranty and subsequently for five more years under AMC		
Vendor should confirm to provide a Customer Support Engg Based at Record Office Indian Embassy, Kathmandu for three years and during AMC period.		



**NOTE**

- a) Specifying make and model/compliance/deviation for every item is mandatory in the technical bid. Details specified at other places may not be considered. No representation on this account will be entertained. Responsibility on this account lies entirely with the bidder.
- b) References of every supporting document in the bid are mandatory Highlight areas in supporting document, which indicate compliance/deviation to the technical specifications.
- c) Deviations should be brought out in unambiguous terms collaborating the effect of such deviations.

Company Seal

Date

Place

(Authorised Signatory of Company)

**Appx B**

(Ref Para 1 of Part II of RFP)

**COMMERCIAL BID FOR PROCUREMENT OF IT EQPTS FOR DIGITISATION OF PENSIONER RECORDS/DATA OF RECORD OFFICE  
INDIAN EMBASSY, KATHMANDU : INFORMATION TECHNOLOGY PROJECT FOR THE FINANCIAL YEAR 2017-18**

1. **Price Bid Format.** The price Bid Format is give below and bidders are requested to fills this up correctly with full details :-

Ser No	Equipment Nomenclature	A/U	Make and Model	Unit Price (In Rs)	Excise Duty (specify rate & amount) (In Rs)	Custom Duty (specify rate & amount) (In Rs)	VAT (rate and amount) (In Rs)	Any other Taxes, Levies, duties and Octroi, service tax etc(Please specify rate & amount) (In Rs)	Total Unit cost including all taxes and duties (e+f+g+h+i) (In Rs)	Qty	Total cost of eqpt incl all taxes & duties (In Rs)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)
1.	Rack Server	Nos								1	
2.	Network Attached Storage	Nos								2	
3.	PCs	Nos								2	
4.	Overhead scanner	Nos								3	
5.	Installation/Commissioning charges including Onsite Support Engg for Warranty period of 03 yrs & AMC period of 05 Yrs after Warranty period	LS									
6.	Training charges	LS									
7.	Any other item										
Grand Total (In words and figures)											

2. AMC Without Spares.

Ser No	Year of AMC Rate(%)	AMC Rate (%)	Amount (in rupees)	
			In Figure	In Words
(a)	(b)	(c)	(d)	(e)
(a)	First Year			
(b)	Second Year			
(c)	Third Year			
(d)	Forth Year			
(e)	Fifth Year			
Total Cost of AMC				

3. AMC With Spares (Attach list of spares that will be provided during AMC).

Ser No	Year of AMC Rate(%)	AMC Rate (%)	Amount (in rupees)	
			In Figure	In Words
(a)	(b)	(c)	(d)	(e)
(a)	First Year			
(b)	Second Year			
(c)	Third Year			
(d)	Forth Year			
(e)	Fifth Year			
Total Cost of AMC				

3. Total Cost

Ser No	Total cost	Amount (In rupees)	
		In Figure	In Words
(a)	Total cost of the equipment including all taxes and duties		
(b)	Total cost of AMC for period of 05(five) yrs after 03 (three) yrs of warranty period		
(c)	Total cost (3(a) + (b))		

NOTES.

1. Indicate details of make and models of all equipment as given in technical bid.
2. All columns should be filled in ambiguous terms. Failure to provide details may render bid invalid
3. Vendors may attach separate sheet to explain any entry on the bid
4. All pages to be signed with company seal.
5. Cutting/.overwriting must be signed the bid will be treated as invalid if cutting/overwriting is not signed.
6. Only follow the formats as given in the commercial bid. Failure to do so may render the bid invalid.
7. All taxes and duties (including those to which exemption certificates are issued) quoted by the Bidders will be considered.
8. The vendors are required to spell out the rates of customs duty. Excise duty, sales tax, in unambiguous terms, otherwise their offer will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. The project is a turnkey project, hence installation, integration, commissioning of the entire project shall be complete responsibility of the vendor. Any other item required to make the project functional shall be borne by the vendor. Vendors are requested to make site visit if required.

Company Seal

Date

Place :

(Authorised Signatory of Company)

**CERTIFICATE FOR ACCEPTANCE OF TERMS AND CONDITIONS OF  
RFP FOR DIGITISATION OF PENSIONERS RECORD/DATA RECORD OFFICE  
INDIAN EMBASSY, KATHMANDU**

1. It is certified that all the terms and conditions laid in the tender and its appendices are accepted by the company and we will abide by them. It is further certified that any cost incurred on additional hardware/ software/ accessories/ requisite media required to complete the integrated turnkey project would be borne by us.
  
2. **Validity.** The prices quoted in our Commercial Offer are valid upto \_\_\_\_\_ (**minimum 120 days from the date of opening of tender**).

Company Seal

(Signature of Authorized Signatory)

Place :

Date : 2017

**CONFIDENTIALITY CERTIFICATE**

It is certified that the Company or any representative of the Company or agents authorized by the will not disclose any information gained by them or their representatives or agents, while interacting with the persons of Record Office Indian Embassy, Kathmandu 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.

Company Seal  
(Signature of Authorized Signatory)

Place :

Date : 2017

**CERTIFICATE : SUCCESSFUL COMPLETION OF ACCEPTANCE TEST PROCEDURE  
(ATP) FOR AUTOMATION OF RECORD OFFICE INDIAN EMBASSY, KATHMANDU**

1. Certified that all the hardware, peripherals mentioned in the Supply Order No \_\_\_\_\_ dt \_\_\_\_\_ have been physically checked, tested as per the existing procedures mentioned in the above supply order. All the items are found to be correct and meet the specification mentioned in the supply order and acceptance testing has been successfully completed by board of officers on \_\_\_\_\_2017.
2. The system (Turnkey project) stands accepted with effect from \_\_\_\_\_ 2017.
3. Payment of \_\_\_\_%of the total project cost may please be released to the vendor in accordance with Para \_\_\_\_ of Supply Order.

File No :

(Signature of presiding officer, ATP Bd)

Date : 2017

**COUNTERSIGNED**

Station : ROIE, Kathmandu (Nepal)

Date :

**NON DISCLOSURE OF CONTRACT DOCUMENTS**

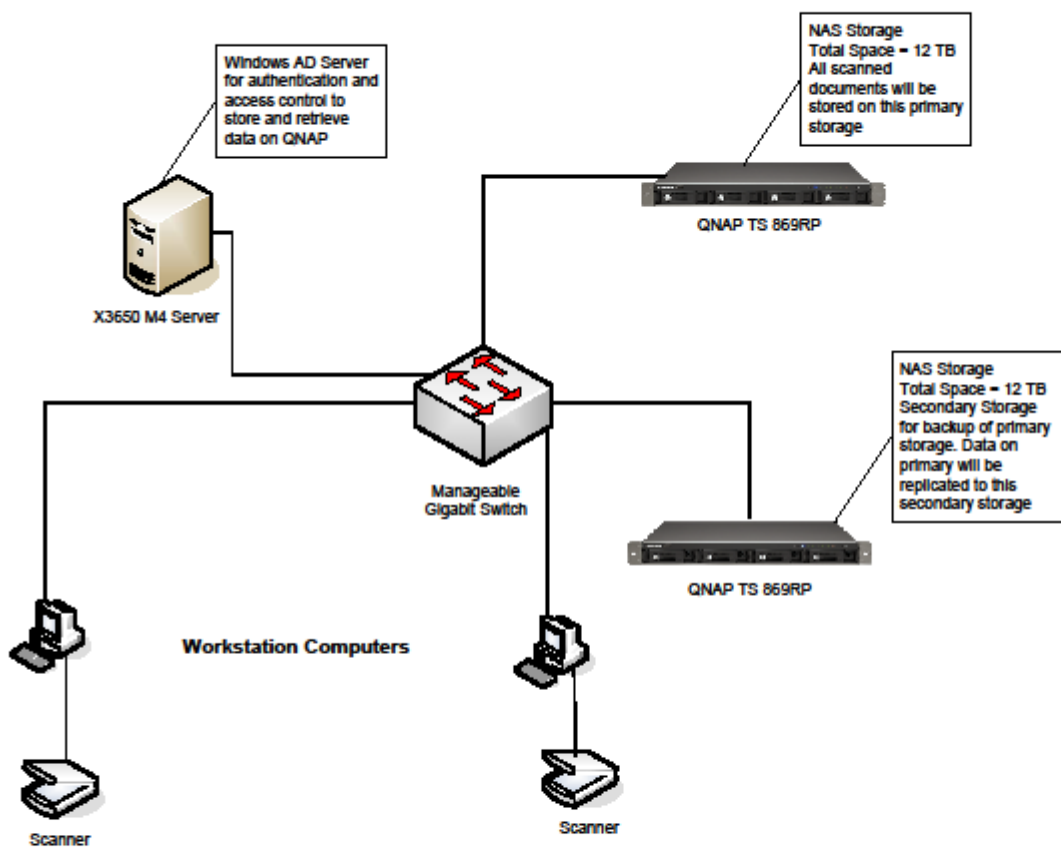
Except with the written consent of the BUYER/SELLER, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

Date :

(Authorised signatory of Company)

Place : \_\_\_\_\_





**Network Diagram of Proposed System**

**Format of Arbitration Clause – Indigenous Private bidders**

- (i) All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof, should be settled by bilateral discussions.
- (ii) Any dispute, disagreement or question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator.
- (iii) Within sixty (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties.
- (iv) The sole Arbitrator shall have its seat in New Delhi or such other place in India as may be mutually agreed to between the parties.
- (v) The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only.
- (vi) Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.
- (vii) The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

**(Note -** In the event of the parties deciding to refer the dispute/s for adjudication to an Arbitral Tribunal then one arbitrator each will be appointed by each party and the case will be referred to the Indian Council of Arbitration (ICADR) for nomination of the third arbitrator. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the buyer and seller).

## **Form DPM-8**

### **Format of Arbitration Clause – Foreign bidders**

- (i) All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof, should be settled by bilateral discussions.
- (ii) Any dispute, disagreement or question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to the Arbitration Tribunal consisting of three arbitrators.
- (iii) Within sixty (60) days of the receipt of the said notice, one arbitrator shall be nominated in writing by the SELLER and one arbitrator shall be nominated by the BUYER.
- (iv) The third arbitrator, who shall not be a citizen or domicile of the country of either of the parties or of any other country unacceptable to any of the parties, the said arbitration shall be nominated by the parties within (90) days of the receipt of the notice mentioned above, failing which the third arbitrator may be nominated under the provisions of UNCITRAL by the International Chamber of Commerce, Paris at the request of either party. However the said nomination would be after consultation with both the parties and shall preclude any citizen or domicile of any country as mentioned above. The arbitrator nominated under this clause shall not be regarded nor act as an umpire.
- (v) The Arbitration Tribunal shall have its seat in New Delhi or such other place in India as may be mutually agreed to between the parties.
- (vi) The arbitration proceedings shall be conducted in India under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts or as may be mutually agreed between the parties.
- (vii) The decision of the majority of the arbitrators shall be final and binding on the parties to the contract.
- (viii) Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses of the third arbitrator shall be shared equally by the Seller and the Buyer, unless otherwise awarded by the Arbitration Tribunal.
- (ix) In the event of a vacancy caused in the office of the arbitrators, the party which nominated such arbitrator shall be entitled to nominate another in his place and the arbitration proceedings shall continue from the stage they were left by the outgoing arbitrator.
- (x) In the event of one of the parties failing to nominate its arbitrator within 60 days as above or if any of the parties does not nominate another arbitrator within 60 days of the place of arbitrator falling vacant, then the other party shall be entitled after due notice of at least 30 days to request the International Chamber of Commerce to nominate another arbitrator as above.
- (xi) If the place of the third arbitrator falls vacant, his substitute shall be nominated according to the provisions herein above stipulated.

(xii) The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

**(Note -** The provisions with regard to appointment of an Arbitrator by the International Chamber of Commerce, Paris shall only be resorted to in cases of International Commercial Arbitration. Similarly, the UNCITRAL provisions will only apply with regard to appointment of Arbitrator, fixation of fees of the Arbitrator when it is a foreign arbitration. The procedure to be adopted during arbitration will be as provided in the Indian Arbitration & Conciliation Act, 1996.]

**Format of Arbitration Clause – CPSUs/DPSUs**

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party to the Permanent Arbitration Machinery set up in the Department of Public Enterprises and that if the Department of Public Enterprises fails to settle the dispute, the same will be referred to the Committee constituted by the Cabinet Secretariat.

**Model ECS Mandate Format**

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

**Credit Clearing Mechanism**

1. Customer's name

2. Particulars of Bank Account -

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

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

4. Date of Effect

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

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

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

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

Date:

Signature of the Authorized Official from the Bank

**Performance Bank Guarantee Format**

**From:**  
**Bank** \_\_\_\_\_

To,  
The President of India  
Ministry of Defence,  
Government of India  
New Delhi

Dear Sir,

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

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

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

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

6. 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.

7. 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 \_\_\_\_\_.

**FORMAT FOR BANK GUARANTEE FOR ADVANCE PAYMENT**

From :

Bank \_\_\_\_\_

To

The President of India

Sir,

With reference to contract No. \_\_\_\_\_ dated \_\_\_\_\_ concluded between the President of India, hereinafter referred to as 'the Purchaser' and M/s \_\_\_\_\_ hereinafter referred to as the "the contractor" for the development and supply of \_\_\_\_\_ as detailed in the above contract which contract is hereinafter referred to as "the Said Contract" and in consideration of the Purchaser having agreed to make an advance payment in accordance with the terms of the Said Contract to the said contractor, we the \_\_\_\_\_ bank, hereinafter call 'the Bank' hereby irrevocably undertake and guarantee to you that if the Said Contractor would fail to develop and supply the stores in accordance with the terms of the Said Contract for any reason whatsoever or fail to perform the Said Contract in any respect or should whole or part of the said on account payments at any time become repayable to you for any reason whatsoever, we shall, on demand and without demur pay to you all and any sum upto a maximum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) paid as advance to the Said Contractor in accordance with the provisions contained in Clause \_\_\_\_\_ of the Said Contract.

2. We further agree that the Purchaser shall be the sole judge as to whether the contractor has failed to develop and deliver the stores in accordance with the terms of the Said Contract or has failed to perform the said contract in any respect or the whole or part of the advance payment made to Contractor has become repayable to the Purchaser and to the extent and monetary consequences thereof by the Purchaser.

3. We further hereby undertake to pay the amount due and payable under this Guarantee without any demur merely on a demand from the Purchaser stating the amount claimed. Any such demand made on the Bank shall be conclusive and binding upon us as regards the amounts due and payable by us under this Guarantee and without demur. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

4. We further agree that the Guarantee herein contained shall remain in full force and effect for a period of 12 months from the date the last advance payment was made or for a period of 90 days from the date on which final delivery of the stores after development was made and accepted by the Purchaser whichever falls later unless the Purchaser in his sole discretion discharges the Guarantee earlier.

5. We further agree that any change in the constitution of the Bank or the constitution of the contractor shall not discharge our liability hereunder.



6. We further agree that the Purchaser shall have the fullest liberty without affecting in any way our obligations hereunder with or without our consent or knowledge to vary any of the terms and conditions of the Said Contract or to extend the time of development/delivery from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the contractor and either to forbear or enforce any of the terms and conditions relating to the Said Contract and we shall not be relieved from our liability by reason of any such variation or any indulgence or for bearance shown or any act or omission on the Purchaser or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so relieving us.

7. We lastly undertake not to revoke the Guarantee during the currency of the above said contract except with the prior consent of the Purchaser in writing.

Yours faithfully,  
for \_\_\_\_\_ Bank  
(Authorised Attorney)

Place : \_\_\_\_\_

Date : \_\_\_\_\_

Seal of the Bank

**QUANTITY CLAIM FORMAT**

Quantity Claim to the Contract No .....dated  
.....

Claim Protocol number .....  
Laid down

.....  
For inter/tare storage  
Commission, consisting of Chairman .....and 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 No .....dated

Claim Protocol number .....

Laid down on

Concerning (Name of the claimed equipment)

Commission Members .....

Chairman .....

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

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

Production by the ..... Made by the manufacturer .....  
(date of manufacture)

No of running hours ..... With guarantee period of .....  
(completed)  
.....  
(years, months)

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

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

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

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

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

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

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  
.....  
.....