

**Embassy of India  
Kathmandu**

**Tender Notice**

**No.Kat/Estt/872/06/2017**

**Date: 04.07.2017**

Embassy of India, Kathmandu invites sealed tender(s) in two-bid format for Supply, Installation & Commissioning of the "15 Mbps Internet Leased Line connectivity " at the chancery as per the specification given in the schedule attached with the tender. The tender document can be downloaded from the embassy website at URL link: <http://www.indianembassy.org.np> or from Central Public Procurement Portal link: <http://www.eprocure.gov.in>.

2. The firm shall provide the 15 Mbps Internet Leased Line Connectivity in Embassy of India, initially for a period of one year and may be further extended, based on the requirement of Embassy on yearly basis (not more than two years), unless it will stand canceled on expiry of the contract or on written notice within 30 days.

3. Offer in the financial bid should be written in English and price should be written in both figures and words. The offer should be typed or written in ink pen or ball pen. Use of pencil will be ignored. All the pages of the Technical / Financial Bid shall be page numbered and all the relevant supporting documents as required must be enclosed.

4. Envelope of technical bid & financial bid should be individually sealed and then placed in a third envelope, to be sealed and superscribed with tender number, due date of submission and addressed to:

Head of Chancery  
Embassy of India  
P.O. Box No. 292, 336,  
Kapurdhara Marg,  
Kathmandu Nepal

5. Sealed tender should reach the Embassy, latest by **25<sup>th</sup> July, 2017** by 03:00 PM. Tender(s) received beyond the last date of submission will be rejected. No tender will be entertained by E-mail or FAX.

6. At any time prior to the deadline of submission of bid, the Embassy for any reason, whether at its own initiative or in response of a clarification requested by a prospective tenderer, modify the tender by amendment and it will be published on the website.

7. Technical bid(s) will be opened on 26<sup>th</sup> July, 2017 at 4:00 PM in the HOC's office, Embassy of India, Kathmandu in the presence of the tenderer(s) or their authorized representative(s), who are present at the scheduled date and time.

8. Date and time of the opening of the financial bid(s) will be decided after the technical bid(s) have been evaluated by the Embassy. The financial bid(s) of only those tenderer(s) will be opened, who qualifies the technical evaluation, on the specified date and time. The date, time & place of opening of the financial bid(s) will be intimated in due course of time.

9. In the event of the due date of receipt and opening of the tender being declared as a holiday for the Embassy, then due date of receipt / opening of the tender will be the next working day at the same time.

10. The tenderer are requested to read the tender document carefully and ensure to comply with all the instructions herein. Non-compliance of the instructions contained in this document may disqualify the tenderer from the tendering process.

11. The Embassy reserves the right to select certain items in single or multiple units and reject the others or all as mentioned in the schedule and to revise or alter the specifications before acceptance of any tender and accept or reject any or all tenders, wholly or partly or close the tender without assigning any reason whatsoever.

## **INSTRUCTIONS TO TENDERER**

Tender should be submitted in two parts, Part-I (Technical Bid) & Part-II (Financial Bid). Envelop of Part-I should be superscribed as "Tender for Providing the Internet Leased Line Connectivity, Part-I Technical Bid" and Envelop of Part- II should be superscribed as "Tender for Providing the Internet Leased Line Connectivity, Part-II Financial Bid".

### **1. Eligibility Criteria:**

The Agencies that fulfill the following requirements shall be eligible to apply:

1.1 The firm/agency must have a fully functional Customer Service Center(s) in this region, which is fully operational 24 X 365 days. List of Customer Service Center(s) must be enclosed with technical bid.

1.2 The firm/agency have adequate bandwidth at the backup to provide the desired bandwidth in Embassy. Supporting document must be enclosed with technical bid.

1.3 The bid of any tenderer who has not complied with one or more of the conditions of eligibility criteria and/ or fail to submit the required documents as required / or mentioned in tender document are liable to be summarily rejected.

1.4 The Embassy reserves the right to reject any or all tenders, wholly or partly or close the tender at any stage prior to the award of contract without assigning any reason whatsoever.

### **2. Local Conditions:**

It shall be the responsibility of each tenderer to fully inform/acquaint/familiarize himself with local conditions and factors, which may have any effect on the execution of services to be rendered under the contract. All tenderer(s) intending to bid shall visit and make themselves thoroughly acquainted with the local site conditions.

The Embassy shall presume that the tenderer has understood and agreed that all the relevant factors have been kept in view while submitting the bid. No financial adjustment arising thereof shall be permitted by Embassy, on the basis of any non-clarity of information about local conditions being pleaded by the tenderer. Further, no claim for financial adjustment being made by the contract awarded on these tender document will be entertained by the Embassy.

### **3. Validity:**

Quoted rates must be valid for a period of 180 days from the stipulated last date of submission of bid. The overall offer for the assignment and tenderer(s) quoted price shall remain unchanged during the period of validity.

#### **4. Installation & Commissioning:**

All the aspects of safe delivery, installation, commissioning and uplink of the connectivity shall be the exclusive responsibility of the Service Provider.

#### **5. Payment Terms & Conditions:**

Annual Recurring (bandwidth) charges shall be payable on Quarterly basis after the submission of monthly connectivity report at the end of the quarter (3 Months), for this the Service Provider will raise the bill at least two weeks in advance before the end the each quarter.

#### **6. Contract Period:**

The agreement shall be valid for a period of one year unless otherwise terminated earlier by a written notice by the Embassy. The Agreement may be extended on year to year basis for a further period of two years (up to a maximum total contract period of three years) OR as decided by the Embassy with mutual agreement between two side on same rates and terms and conditions subject to satisfactory services provided by the Contractors.

The agreed price would be applicable throughout the contract period. No hike in price would be admissible; however, if the prices are reduced on any account, benefit of the same should be passed on to Embassy.

#### **7. Tender Preparation Expenses:**

All costs incurred by the tenderer in the preparation of the tender, presentation and of negotiating the contract including the site visits etc. will be borne by the tenderer themselves and in no case will be reimbursable by the Embassy.

#### **8. Financial Bid:**

The rates should be quoted in Nepalese Rupees (NPR) inclusive of the essential charges at destination site basis in the prescribed format (**Annexure - B**) with complete description. Name of the manufacturer, part number must be indicated clearly in the proforma invoice / quotation failing which the same shall be liable for rejection.

If any of the conditions mentioned in the tender enquiry document are altered/changed/ modified / add any new condition, which are not in compliance with tender enquiry document, by tenderer in their proposal, which may be treated as unresponsive and it may be rejected.

#### **9. Tender Evaluation:**

The Embassy will evaluate the entire tenders, strictly on the basis of the terms & conditions incorporated in the tender enquiry document and terms, conditions etc. as stipulated by the tenderer(s) in their tender to determine whether these are compliance in all respects, as specified in the tender enquiry document. During the evaluation / scrutiny of the tenders, at any stage, if it is found that any of the tenderer(s) terms and conditions are not in compliance with tender enquiry document, Embassy may seek the clarification within the specified target time and if the tenderer fails to reply/or not agree/ not accept the terms and conditions, their tender will be treated as unresponsive and it is liable for rejection.

If the schedule of requirements contains more than one schedule, then offers for each schedule are to be evaluated and ranked separately, if it is in the benefit of the Embassy, order may be awarded accordingly.

**10. Evaluation of the proposals shall be done in two stages as:**

**(a) Stage - I (Technical Evaluation):** Technical evaluation of the proposals shall be done in two stages as:

**Sub-Stage - A (Essential pre-qualification criteria):**

1. Embassy will examine all the bid(s) to determine whether they qualify the essential pre-qualification criteria (as per **Annexure-A**), whether all the documents as mentioned / or required in the tender to be submitted with technical bid, has been submitted, whether all the documents are in prescribed format and has been properly signed & stamped and whether the bid are complete and generally in order.

2. Tender(s) who will not qualify Sub-Stage-A or conditional tender are to be treated as unresponsive and it may be rejected.

**(a) Sub-Stage I- B (Technical Specification):**

1) The Embassy will examine the detailed technical specification of the quoted part number/model, whether these are complying with the specification as mentioned in tender document.

2) The tender which is not compliance with the tender specifications will be summarily rejected.

3) After the evaluation of technical bid(s), a list of the tenderer(s) who qualify the technical evaluation (Sub-Stage- A & B) shall be made. Shortlisted tenderer(s) shall be informed for the date, time and place of opening of the financial bid(s) and they may depute their representative/s to attend the opening of the financial bid(s). The financial bid(s) of the only technically qualified tenderer(s) will be opened.

**(b) Stage - II (Financial Evaluation):** Financial bid(s) of the only technically qualified tenderer(s) will be opened for financial evaluation.

1) The financial bid(s) will be evaluated on the basis of the total cost as quoted.

2) If there is discrepancy between the unit price and total price (which is obtained by the multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly and same is to be conveyed to the tenderer with specified target time, if the tenderer does not agree with the observation of the Embassy, the tender is liable to be ignored.

**10. Award of Contract:**

After due evaluation of the financial bid(s), the Embassy will award the contract to the lowest evaluated responsive tenderer (hereinafter referred to as the "Service Provider").

**11. Commencement of Contract:**

The Service Provider shall commence the work from the date of receipt of acceptance of work order which shall be accepted by the Service Provider within not more than 10 days from the receipt of the work order or 15 days from the date of said order whichever is earlier.

**12. Service Provider Obligations:**

1. The Service Provider shall be responsible for providing the 15 Mbps leased line internet connectivity at Embassy of India, Kathmandu premises all the time throughout the contract period.
2. The Service Provider shall be responsible for Embassy for commissioning and configuring of hardware and uplink of connectivity.
3. The Service Provider would insure that the local loop provisioning does not violate any regulations as laid by Government of India in respect of such links networks. Service Provider shall be responsible for making all the payments towards the local loop charges / rentals / WPC charges etc.
4. The Service Provider will do preventive maintenance once a quarter for upkeep of the systems running. The schedule will have to be adhered to strictly by him.

**13. Service Level Guarantee:**

**A. The Service Provider shall provide the 15 Mbps Internet leased line connectivity at all the time (24X7X365) at offices of Embassy of India, Kathmandu.**

B. Network Availability (uptime): More than 99.50 % per month.

C. Reports for performance, monitoring / usage to be submitted by the ISP on monthly basis or as per requirement of the Embassy.

D. The response time for attending the faults will be 1 hour after they are reported to the ISP. The ISP will rectify the faults within 12 hours failing which; the vendor will arrange temporary replacements. The services shall be provided 24 X 7 days in a week.

**14. Force Majeure:**

Any delay due to Force Majeure will not be attributable to the bidder. Force Majeure events shall mean one or more of the following acts or events: Acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire or landslide; Radioactive contamination or ionizing radiation; Strikes or boycotts (other than those involving the Supplier or its employees/ representatives or attributable to any act or omission of any of them) interrupting supplies and services of the Project for a period exceeding a continuous period of 7 (seven) days; An

act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents rendering of supplies or specified services by the Supplier for a period exceeding a continuous period of 7 (seven) days.

**15. Arbitration:**

In case of any dispute or difference arising out of or in connection with the tender conditions / order and Contract, the Embassy and the Supplier will address the dispute / difference for a mutual resolution and failing which, the matter shall be referred for arbitration to a sole Arbitrator to be appointed by the Embassy. The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at New Delhi only. The resolution of the Arbitrator shall be final and binding on both the parties.

**16. Jurisdiction:**

The courts at New Delhi alone will have the jurisdiction to try any matter, dispute or reference between parties arising out of this tender / contract.

**17. Clarification:**

The prospective tenderer(s) requiring any clarification regarding the tender document are requested to contact Establishment Section (email id: [estt.kathmandu@mea.gov.in](mailto:estt.kathmandu@mea.gov.in)).

At any time prior to the deadline for submission of bids, the Embassy may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer(s), modify the tender document by amendment.

The amendment will be published on Embassy website. In order to afford prospective tenderer(s) reasonable time in which to take the amendment into which account in preparing their bid, the Embassy may, at its discretion extend the deadline for the submission of Tender.

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**Pre - Qualification/Evaluation/Exclusion Criteria**

Sl	Particulars	Details	Evaluation Marks
1	<b>Experience</b>	(a) The company/contractor should have at least Three years experience. (b) Preference will be given to those company/contractors which has experience in working with Diplomatic Missions/Govt. Departments/Hotels	04 01
2	<b>Registration No.</b>	The company/contractor should have a valid Registration Number either in India and/or Nepal	01
3	<b>Minimum Wages</b>	The contractor will provide Certificate/undertaking that he will pay not less than minimum wages fixed by GON	01
4	<b>Turnover</b>	The contractor should have a minimum turnover of IRs. 25 lakhs per year or equivalent in Nepalese Rupees	02
5	<b>VAT</b>	Certificate that company/contractor pays VAT regularly and their VAT dues are cleared either in India and/or Nepal	01

**NOTE:** Unprecedented situation: If after opening of financial bids it is found that there are more than one lowest bidders, in that case preference will be given to those contractors which scores more evaluation marks in the technical bids.  
Minimum 70% examination mark is required to shortlist the firms for opening of financial bids



**Embassy of India  
Kathmandu**

**Format for Financial Bid**

<b>S. No.</b>	<b>Particular</b>	<b>Price in NPR</b>
<b>Quarterly Recurring Charges</b>		
<b>I</b>	<b>15 Mbps Internet leased line</b>	
	Taxes (As applicable)	
	Sub Total	

Note:-

1. Rates for any additional /optional features to be mentioned clearly and separately.
2. The rates quoted are for at destination and should be in Nepalise rupees only. Price must to be quoted both in figures and in words. In case of a discrepancy in the two, price quoted in words will be taken as valid.
3. We have gone through the terms & conditions stipulated in the Tender Document and confirm to abide by the same.
4. No other charges would be payable by the Embassy.

Signature of Authorized Person  
& Seal

## **Scope of work**

- A. The Service Provider shall provide the 15 Mbps Internet leased line connectivity at all the time (24X7X365) at offices of Embassy of India, Kathmandu.
- B. Network Availability (uptime): More than 99.50 % per month.
- C. Reports for performance, monitoring / usage to be submitted by the ISP on monthly basis or as per requirement of the Embassy.
- D. The response time for attending the faults will be 1 hour after they are reported to the ISP. The ISP will rectify the faults within 12 hours failing which; the vendor will arrange temporary replacements. The services shall be provided 24 X 7 days in a week.
- E. The Service Provider would insure that the local loop provisioning does not violate any regulations as laid by Government of India in respect of such links networks. Service Provider shall be responsible for making all the payments towards the local loop charges / rentals / WPC charges etc.
- F. The Service Provider will do preventive maintenance once a quarter for upkeep of the systems running. The schedule will have to be adhered to strictly by
- G. The Service Provider shall commence the work from the date of receipt of acceptance of work order which shall be accepted by the Service Provider within not more than 10 days from the receipt of the work order or 15 days from the date of said order whichever is earlier