

REQUEST FOR PROPOSAL

WELFARE BRANCH EMBASSY OF INDIA KATHMANDU

INVITATION OF BIDS FOR CONSTRUCTION OF WESTERN BOUNDARY WALL (PHASE-I) AT BHARATIYA GORKHA SAINIK NIWAS

Request for Proposal (RFP) NoWO/357/BGSN/Accts Dated 04 Sep 2017

1. Bids in sealed cover are invited for construction of western boundary wall at Bharatiya Gorkha Sainik Niwas (BGSN) 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. **Pre Bid Meeting.** All interested bidders are required to visit the BGSN complex on 18 Sep 2017 at 1400 hrs for pre-bid meeting to understand the requirement and scope of work before submission of tender documents.

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

- | | |
|---|---|
| (a) Bids/Queries to be addressed to | : Welfare Branch
Defence Wing
Embassy of India
Post Box No.292
Kathmandu, Nepal |
| (b) Name/designation of the contact personnel | : AMA(W),
Embassy of India,
Kathmandu |
| (c) Telephone number of contact personnel | :014412597 |
| (d) Fax number | :014412597 |
| (e) Email address | welfare.kathmandu@mea.gov.in |

4. This RFP is divided into five Parts as follows:-

(a) **Part I-** Contains General Information and instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, validity period of tenders, etc.

(b) **Part II-** Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.

(c) **Part III-** Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.

(d) **Part IV-** Contains Standard Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.

(e) **Part V** – Contains Evaluation Criteria and Format for Price Bids.

5. This RFP is being issued with no financial commitment and the out worker Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

PART I- GENERAL INFORMATION AND INSTRUCTIONS FOR THE BIDDERS

1. **Last date and time for depositing the Bids:** **25 Sep 2017** by **1430 hrs**. The sealed Bid should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.
2. **Manner of depositing the Bids:** Sealed Bids should be deposited in a Tender Box at the address given above so as to reach by due date and time. Late tenders will not be considered. No responsibility will be taken for delay or no-delivery, no-receipt of Bid documents. Bids sent by Fax or E-mail will not be considered.
3. **Time and date for opening of Bids:** **1500hrs** on **25 Sep 2017** (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:** Welfare Branch, Defence Wing, Embassy of India, Kathmandu. Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.
5. **Place of Opening of the Bids:** Welfare Branch, Defence Wing, Embassy of India, Kathmandu. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.
6. **Single Bid System:** Each bidder shall submit only one Bid (Technical & Financial).
7. **Forwarding of Bids:** Bids should be forwarded by Bidders under their original memo/letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.
8. **Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the Bids. Copies of the query and clarification by the Buyer 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 should reach the purchaser not later than the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

10. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request of clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
11. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
12. **Unwillingness to quote:** Bidders unwilling to quote should ensure that intimation to his effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.
13. **Validity of Bids:** The Bids should remain valid till 180 days from the last date of submission of the Bids.
14. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **NRs 54,000/-** along with their bids. The EMD may be submitted in the form of a Bank Guarantee from any of the public sector Banks or a private sector Bank authorized to conduct government business. EMD is to remain valid for a period of forty five days after the submission of bid. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.

PART II- ESSENTIAL DETAILS OF THE ITEMS REQUIRED

1. **Schedule of Requirements & Technical Specifications:** Schedule of requirements (Bill of Quantity) for Construction of Western Boundary Wall (Phase-I) at Bharatiya Gorkha Sainik Niwas (BGSN) is enclosed as per appendix.

2. **Delivery Period:** Completion of Western Boundary Wall (Phase-I) at Gorkha Sainik Niwas (BGSN) would be 60 days from the date of issue of Supply order/Contract. Please note that contract can be cancelled unilaterally by the Buyer in case items are not received within the contract delivery period. Extension of contracted delivery period will be at the sale discretion of the Buyer.

3. **Consignee details:**
**Welfare Branch
Embassy of India
Po Box No. 292
Kathmandu, Nepal**

PART III- STANDARD CONDITIONS OF RFP

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

1. **Law:** The contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of India.
2. **Effective Date of the Contract:** The contractor shall come into effect on the date of signature of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries, 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 work or performance which cannot be settled amicably, may be resolved through arbitration.
4. **Penalty for use of Undue influence:** The contractor 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 Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the contractor or any one employed by him or acting on his behalf (whether with or without the knowledge of the contractor) or the commission of any offers by the seller or any one employed by him or action on his behalf, as defined in Chapter IX of the India Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the contractor and recovery from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller toward any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the contractor 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 contractor 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 India 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 contractor; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The contractor 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 contractor will be liable to refund the amount to the Buyer. The contractor will also be debarred from entering into any supply be liable to refund the amount to the Buyer. The contractor will also be debarred from entering into any supply Contract with 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 par, without any entitlement 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 contractor has engaged an Agent of paid commission or influence any person to obtain the contract as described in clause relating to Agents/Agency commission and penalty for use of undue influence, the contractor, on a specific request of the Buyer, shall provide necessary information/inspection of the relevant financial documents/information.

7. **Non-disclosure of Contract document:** Except with the written consent of the Buyer/contractor, 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 contractor failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, BUYER may also deduct from the CONTRACTOR as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

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

- (a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than (15 days) after the scheduled date of delivery.
- (b) The contractor is declared bankrupt or becomes insolvent.
- (c) The Delivery of material is delayed due to causes of Force Majeure by more than (30 days) provided Force Majeure clause is included in contract.
- (d) The Buyer has noticed that the Seller has utilized the service of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration Tribunal.

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

11. **Transfer and Sub letting:** The contractor has no right to give, bargain, sell, asking 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 property Rights:** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other property rights. The seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs whether such claims arise in respect of manufacture or use. The contractor 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) **General.**

(i) If Bidder desires to ask for excise duty or Sales Tax/VAT extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

(ii) If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/Tax will be entertained after the opening of tenders.

(iii) If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.

(iv) If a Bidder is exempted from payment of any duty/tax up to any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes leviable later on. Will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with these requirements, their quote prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

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

(b) **Customs Duty:**

(i) 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 and total amount of customs duty payable. They will also indicate correctly the rate of customs duty applicable along with Indian Customs Tariff Number. Customs duty as actually paid will be reimbursed on production of necessary documents i.e (a) Triplicate copy of the bill of entry, (b) copy of bill of lading; (c) a copy of foreign principal's invoice. 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.

(ii) 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 to 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.

(iii) 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.

(c) **Excise Duty:**

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

(ii) 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 alongwith a certificate that the credit so passed on relates to the Excise Duty, originally paid for the stores supplied under the contract. Incase 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.

(iii) 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.

(ab) 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.

(ac) 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.

(ad) 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.

(iv) 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.

(d) **Sales Tax/VAT:**

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

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

(e) **Octroi Duty & Local Taxes:**

(i) Normally, materials to be supplied to Government Departments against government Contracts are exempted from levy of town, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorized officer. contractor should ensure that stores ordered against contracts placed by this office are exempted from levy of Town/Octroi Duty, Terminal Tax other local taxes and duties. Whether required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.

(ii) In case where the Municipality or other body insists upon payment of these duties or taxes the same should be paid by the contractor to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or by laws/notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

PART IV- SPECIAL CONDITIONS OF RFP

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

1. **Performance Guarantee:**

(a) **In case of indigenous Contractor:** The Bidder will be required to furnish a performance Guarantee by way of Bank Guarantee through a public sector bank or a private bank authorized to conduct government business (Any 'A' Class Bank) for a sum equal to 10% of the contract value within 30 days of signing of this contract. Bank Guarantee will be valid up to 60 days beyond the date of warranty.

OR

(b) **In case of Foreign Contractor:** The Seller will be required to furnish a Performance Guarantee by way of a Bank Guarantee from contractor's Bank through an internationally recognized first class Bank in favour of the Defence Attaché, Embassy of India, Kathmandu to be confirmed by public sector bank or a private bank authorized to conduct government business (Nepal SBI Bank Limited or Everest Bank Limited) equal to 10 (ten percent) of the total value of this contract i.e. for US \$..... (US Dollars (in words).....only). Performance Bank Guarantee should be valid upto 60 days beyond the date of warranty. The Performance Bank Guarantee shall be considered open upon receipt by the Buyer's Bank. In case any claims or any other contract obligations are outstanding, the contractor will extend the Performance Bank Guarantee as asked for by the Buyer till such time as the contractor settles all claims and completes all contract obligations. The Performance Bank Guarantee will be subject to encashment by the Buyer, in case the conditions regarding adherence to delivery schedule, settlement of claims and other provisions of the contract are not fulfilled by the contractor.

2. **Option Clause:** The contract will have an option Clause, wherein the Buyer can exercise an option to procure and additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.

3. **Repeat Order Clause:** The contract will have a Repeat Order Clause, wherein the Buyer and order upto 50% quantity of the items under the present contract within six months from the date of supply/Successful completion of this contract. The cost, term & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the repeat order or not.

4. **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 20% plus/minus increase or decrease the quantity of the required goods upto 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.

5. **Payment Terms for Indigenous Sellers:**

(a) The work being carried out in a foreign country, mobilization advance (i.e 10% of total contract value) will be paid at the time of signing of contract.

(b) The balance payment of the total contract value will be paid on completion of the said work and acceptance by the user.

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

7. **Paying Authority :**

(a) **Indigenous Sellers**(Name and address, contact details). Welfare Branch, Defence Attaché, Embassy of India, Kathmandu. The payment of bills will be made on submission of the following documents by the seller to the Payment Authority along with the bill:-

(i) Ink-signed copy of contingent bill/seller's bill.

(ii) Ink-signed copy of Commercial invoice/Seller's bill.

(iii) Copy of Supply Order/Contract with U.O number and date of IFA's concurrence, where required under delegation of powers.

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

(v) Guarantee/Warranty certificate.

(vi) Performance Bank Guarantee Indemnity bond where applicable.

(vii) Any other document/certificate that may be provided for in the Supply Order/Contract.

(viii) User acceptance.

(ix) Xerox copy of PBG.

(b) **Foreign Sellers** - (Name and address, contact details). Paid shipping documents are to be provided to the Bank by the Seller as proof of dispatch of goods as per contractual terms so that the Seller gets payment from LC. The Bank will forward these documents to the Buyer for getting the goods/stores released from the Port/Airport. Documents will include:-

(i) Clean on Board Airway Bill/Bill of Lading

(ii) Original Invoice

(iii) Packing List

(iv) Certificate of Origin from Seller's Chamber of Commerce, if any.

(v) Certificate of Quality and current manufacture from OEM.

(vi) Dangerous Cargo certificate, if any.

(vii) Insurance policy of 110% if CIF / CIP contract

(viii) Certificate of Conformity & Acceptance Test at PDI, if any.

(ix) Physio-sanitary / Fumigation Certificate, if any.

(x) Performance Bond / Warranty Certificate

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

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

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

(i) Exports by the Seller.

(ii) Work as original equipment at price lower than the prices charged for normal replacement.

(iii) Construction work as original equipment at price lower than lower than the prices charged for normal replacement.

(vi) Construction work at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the exiting or precious Rate Contract also under any previous contracts entered into with the Central or State Govt. Depts, including their undertaking excluding joint sector companies and /or private parties and bodies.

9. **Risk & Expense clause:**

(a) Should the construction of western boundary wall (Phase-I), BGSN, thereof not be completed within the time or times specified in the contract documents, or if defective delivery is made in respect of the construction of western boundary wall(Phase-I) at BGSN there of the shall after grating the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to the extent of such default.

(b) Should the construction of western boundary wall (Phase-I) at BGSN thereof not perform in accordance with the specifications/parameters provided by the contractor 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 bidder shall, having given the right of first refusal to the contractor be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-

(i) Such default.

(ii) In the event of the contract being wholly determined the balance of Construction of wall work there under.

(d) Any excess of the construction work, or values of any work procured from any other bidders as the case may over the contract price appropriate to such default or balance shall be recoverable from the contractor. Such recoveries shall not exceed 40% of the value of the contract.

10. **Force Majeure clause:**

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

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

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

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

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

11. **Specification:** The following Specification clause will form part of the contract placed on successful Bidder. The bidder guarantees to meet the specifications as per part-II of RFP and to incorporate the modification to the existing design configuration to meet the specific requirement of the Welfare Branch, Embassy of India as per modification/requirements recommended after the Maintenance Evaluation Trials. All technical literature and drawings shall be amended as the modifications by the bidder before work at Buyer. The bidder in consultation with the Buyer carries out technical up gradation/alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenization or obsolescence. This will however not in any way adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques along with necessary tools as a result of up gradation/alterations will be provided to the Buyer free of cost within (07) days of affecting such up gradation/alterations.

12. **Quality:** The quality of the stores delivered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in Seller's country or specification enumerated as per RFP and shall also include therein modification to the stores suggested by the Buyer.

13. **Quality Assurance:** Seller would provide the Standard Acceptance Test Procedure (ATP) within 07 days of this date of contract. Buyer reserves the right to modify the ATP. Seller would be required to provide all test facilities at his premises for acceptance and inspection by Buyer. The details in this regard will be coordinated during the negotiation of the contract. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.

14. **Inspection Authority:** The Inspection will be carried out by Defence Attaché/AMA (W). The mode of inspection will be user inspection.

15. **Pre-Dispatch Inspection.** The following Pre-dispatch Inspection clause will form part of the contract placed on successful Bidder:-

(a) The Buyer's representatives will carry out Pre-Dispatch Inspection (PDI) of the stores/equipment in order to check their compliance with specifications in accordance with its usual standard procedures.

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

(a) **Franking clause in the case of Acceptance of works** "The fact that the works have been inspected after the delivery period and passed by the inspection Officer will not have the effect of keeping the contract. The works are being passed without prejudice to the rights of the contractor under the terms and conditions of the contract".

(b) **Franking clause in the case of Rejection of works** "The fact that the works have been inspected after the delivery period and rejected by the inspecting Officer will not bind the contractor in any manner. The works are being rejected without prejudice to the rights of the contractor under the terms and condition of the contract".

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

(a) The claims may be presented either: (i) on quality of the works, where quality does not correspond to the quality mentioned in the contract.

(b) The quality of works for insufficiency of quality shall be presented within 45 days of completion of JRI and acceptance of works.

(c) The quality claims for defects or deficiencies in quality notice during the JRI shall be presented within 45 days of completion of JRI and acceptance of works. Quality claims shall be presented for defect or deficiencies in quality noticed during warranty period earliest but not later than 45 days after expiry of the guarantee period.

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

(e) The contractor shall accept the defective or rejected works from the location nominated by the Buyer and repair/maint works at the same location under contract arrangement.

(f) Claims may also be settled by reduction of cost for construction of western boundary wall (Phase-I) at BGSN under claim from bonds submitted by the contractor or payment of claim amount by contractor through account payee cheque drawn on any Bank in Nepal.

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

18. **Warranty:**

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

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

(ii) **The Seller warrants for a period of 24 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.

(iii) 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 45 days of notification of such defect received by the Seller.

(iv) 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.

19. **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 02 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 that 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 Sellers to provide maintenance service to make the equipment/system serviceable.

(b) During the AMC period, the Seller shall carry out all necessary servicing/repairs to the equipment/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.

(c) The Buyer reserves its right to terminate the maintenance contract at anytime without assigning any reason after giving a notice of 01 month. The Seller will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the Seller for maintenance services already performed in terms of the contract, the same would be paid to it as per the contract terms.

20. **Price Variation (PV) Clause.** The following conditions would be applicable to Price Adjustment:-

(a) Base dates shall be due dates of opening of price bids.

(b) Date of adjustment shall be midpoint of manufacture.

(c) No price increase is allowed beyond original DP unless the delay is attributable to the Buyer.

(d) No price adjustment shall be payable on the portion of contract price paid to the Seller as an advance payment.

21. **General Terms and Conditions.**

(a) The Seller will attend work place regularly for monitoring work.

(b) **Safety of Men.** The Seller is responsible to ensure adequate safety measures for labours, when employed on work, where human risk of health/injury is involved.

(c) **First Aid.** The Seller is liable to provide immediate first aid/Hospitalization in case of accident/sudden illness of labour employed in the work.

22. **Indemnity & Insurance.**

(a) **Indemnity.** The seller shall indemnify the customer against all claims for death or injury caused to any person, whether workman or not, while engaged in any process connected with the Seller's work or for dues of any kind whatsoever, and the Buyer shall not be bound to defend any claim.

(b) **Insurance.** The Seller responsibility of the Insurance cover of hired of workers.

Part V- Evaluation Criteria & Price Bids 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.

(b) The Lowest Bid will be decided upon the lowest price quoted by the Bidder as per the Price Format. The consideration of taxes and duties in evaluation process will be as follows:-

(i) In case where only indigenous Bidders are competing, all taxes and duties (including those which exemption certificates are issued) quoted by the Bidders will be considered. The Ultimate cost to the Buyer would be the deciding factor for ranking of Bids.

(ii) In cases where both foreign and indigenous Bidders are competing, following criteria would be followed:-

(aa) In case of foreign Bidders, the basic cost (CIF) quoted by them would be the basis for the purpose of comparison of various tenders.

(ab) In case of indigenous Bidders, excise duty on fully formed equipment would be offloaded.

(ac) Sales tax and other local levies, i.e. octroi, entry tax etc would be ignored in case of indigenous Bidders.

(c) The Bidders are required to spell out the rates of VAT, service Tax, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of VAT or any other applicable taxes is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entailed after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive or 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 VAT/any other applicable taxes upto any value of supplies from them, they should clearly state that no tax will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of VAT/any other applicable taxes, it should be brought out clearly. Stipulations like VAT 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 any duty/tax 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 in the item in question for the purpose of comparing their prices with other Bidders. The same logic applies VAT/any other applicable taxes also.

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

PRICE BID

Construction of Western Boundary Wall (Phase-I) at Bharatiya Gorkha Sainik Niwas

Tender No. WO/357/BGSN/Accts Dated 04 Sep 2017

Date & Time to reach this office:	1430hrs by 25 Sep 2017
Time and date of opening of Tenders	1500hrs on 25 Sep 2017
Validity of Tender required till	180 days from the date of opening

1. **Details of works offered:** As per appendix attach.

2. **Please Specify the following:-**

(All columns are to be filled otherwise the offer is liable to be rejected)

S/No	Details	To be filled by the Firm
(a)	Is Excise duty/Tax extra ? (Answerer in Yes/No)	
	If Excise duty is extra, indicate the extent/current rate of Excise duty leviable for item	
(b)	Is Sales Tax extra ? (Answerer in Yes/No)	
	If Sales Tax is extra, indicate the rate against the Concessional Form	
(c)	Is customs duty Exemption Certificate (CDE) required (Answerer in Yes/No) If CDE is required indicate and enclose the notification under which CDE can be issued.	
	If CDE is required indicate Cost Including Freight (CIF) value of stores to be imported	
	If CDE is required indicate the Customs Duty payable.	
(d)	Is your company exempted from payment of sales Tax and Excise Duty ? (Answerer in Yes/No)	
(e)	Is the VAT extra? (Answerer in Yes/No) If yes, Then mentioned the following:- (a) Total Value on which VAT is leviable (b) Rate of VAT (c) Total Value of VAT leviable.	
(g)	Any other duty/levy	
(h)	Details of EMD (if applicable)	
(j)	Acceptance of Performance Bank Guarantee on confirmation of order	

3. **Total landed cost of project (Price Bid Ser No 1 + Price Bid Ser No 2)=NRs_____**

(a) Preference to the tenders quoting FIRM & FIXED rates may be given if their offer is found to be meeting all technical QRs.

(b) Delivery/work to be carried out required : BGSN, Thamel, Kathmandu.

(c) Terms of Delivery : Local Delivery at site.

(d) Consignee : AMA(W), Welfare Branch,
Defence Wing, Embassy of
India, Kathmandu.

4. Inspection Authority : Defence Attaché

5. Inspection Officer : Defence Attaché/AMA(W).

Company Seal

(Authorized Signatory of Company)

Date :

Embassy of India
Kathmandu

NOTICE INVITING BIDS

Sealed tender documents/quotations are invited directly from reputed bidders for construction of Western Boundary Wall (Phase-I) of Bharatiya Gorkha Sainik Niwas (BGSN). The last date of receipt of offer in sealed envelope is on or before 25 Sep 2017 up to 1430hrs. The notice is also available on website www.indianembassy.org.np and www.eprocure.gov.in. Details can also be collected from Supervisor, BGSN (Welfare Branch), Embassy of India, Kathmandu from 05 Sep 2017 onwards between 09.00 AM to 5.00 PM for on site visit and obtaining detailed scope of work. Contact No is 01-4418064/4412597/9814210681.

Assistant Military Attaché (Welfare)
Welfare Branch
Embassy of India, Kathmandu (Nepal)