



**TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF 50 mbps  
INTERNET LEASED CONNECTIVITY AT EMBASSY OF INDIA PREMISES AT  
KATHMANDU (NEPAL)**

**No: Kat/Adm/872/6/2017**

**ESTABLISHMENT SECTION,  
EMBASSY OF INDIA  
KAPURDHARA MARG  
KATHMANDU, NEPAL  
+977-1-4411851  
[estt.kathmandu@mea.gov.in](mailto:estt.kathmandu@mea.gov.in)**

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**Embassy of India  
Kathmandu**

**NOTICE INVITING BIDS**

Embassy of India invites sealed and separate tenders under two bid systems (Technical & Financial Bid) from established/reputed agencies for Supply, Installation & Commissioning of "50 mbps Internet Leased Line Connectivity" through fiber optical cable at the Embassy of India premises for a period of one (1) year, extendable on year to year basis for another two years on same price and subject to mutual agreement.

2. The last date of receipt of offer in sealed envelope is on or before 29 October, 2018 up to 1200 hrs. Tender documents are available on our website [www.indianembassy.org.np](http://www.indianembassy.org.np) and [www.eprocure.gov.in](http://www.eprocure.gov.in). Details can also be collected from Attache(Estt & Proj), Tel 01-4411851.

3. The bids shall remain valid for 120 days from the date of opening of technical bids. Any future clarification and /or corrigendum(s) shall be communicated through '**Tender Notice**' section on the Embassy website <http://www.indianembassy.org.np>

4. The Embassy of India reserves the right to reject/cancel any or all bids without assigning any reason.

**Kat/Estt/872/06/2017 dt 09 October, 2018**

Sd/-  
Head of Chancery

**Bidder details**

a)	Name/Address of Agency including PIN Code	
b)	Registrations Details with date	
c)	Owner's Name	
d)	Income Tax Pan No.	
e)	Service Tax Registration No.	
f)	Telephone No. Off.	
	Res.	
	Mobile	
g)	Residential Address	
h)	Annual turnover for last three financial year	
i)	List of Major Corporate Clients	
j)	Performance Report, If any	
k)	Any Other Information/ Documents which may help In assessing Bidder's abilities	

**Bidder's signature with stamp**

## **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 agency must have at least two international renowned upstream providers.
- 1.2 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.
- 1.3 The firm / agency have adequate bandwidth at the backup to provide the desired bandwidth in Embassy. Supporting document must be enclosed with technical bid.
- 1.4 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.
- 1.5 The Institute 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 on part of each tenderer to fully informed/acquainted/familiarized itself 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 may 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:**

3.1 Quoted rates must be valid for a period of 120 days from the date of opening of Technical Bids. However, the tenderer shall have no objection to extend it, if required.

3.2 The overall offer for the assignment and tenderer(s) quoted price shall remain unchanged during the period of validity. There should be no alteration later after submission of bids.

### **4. Earnest Money Deposit**

4.1 (i) Each Technical Bid must be accompanied with an Earnest Money Deposit (EMD) of Nrs. 48,000/- (Nepali Rupees Forty eight thousand only) or in equivalent Indian Rupees in the form of a Bank Guarantee/Demand Draft only, drawn on any Nationalized/Scheduled Bank in favour of Embassy of India, Kathmandu.

(ii) The Bank Guarantee/DD should be valid for a period of 120 days from the date of opening of Technical Bids.

(iii) The BG/DD should be payable at Kathmandu only.

(iv) EMD must be attached with Technical Bid only, without which the tenders shall not be considered for opening of financial bid.

### **4.2 Earnest money will be forfeited:**

(i) If the bidder withdraws his bid during the period of bid validity.

(ii) In case of the successful bidder, if the bidder fails to sign the contract.

### **4.3 Refund of Earnest Money Deposit (EMD):**

(i) Refund of EMD to the unsuccessful bidders shall be made after expiry of the bid validity and latest on or before 30<sup>th</sup> day after signing of the contract.

(ii) EMD of successful bidder shall be refunded after award of the contract and deposit of Performance Security @ 5% of the total contract value in the form of Bank Guarantee/DD (in the name of Embassy of India, Kathmandu). The Performance Security should be valid till 60 days beyond the contract period. After successful completion of all contractual obligations, the Performance Security (without any interest) shall be refunded.

### **5. Installation & Commissioning:**

After finalization of the tender, a Letter of Intent (LOI) shall be issued to the successful bidder. The bidder shall sign the formal agreement within one week from the date of issue of LOI. After signing the contract agreement, the agency shall commence the execution of work. All the aspects of safe delivery, installation, commissioning and uplink of the connectivity shall be the exclusive responsibility of the Service Provider.

**6. Payment Terms & Conditions:**

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

**7. Contract Period:**

The contract period for providing the Internet Leased Line Connectivity to Embassy would be initially for one year , extendable on year to year basis for another two years at the same price and subject to mutual agreement.

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.

**8. 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.

**9. Financial Bid:**

The rates should be quoted in Nepalese Rupees (NPR) inclusive of the essential charges on FOR at destination site basis in the prescribe format (**Annexure - I**) 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.

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

**10. Tender Evaluation:**

The Embassy will evaluate the entire tenders, strictly on the basis of the terms & conditions incorporated in the tender inquiry 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 inquiry 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 compliance with tender inquiry document, Embassy may seek the clarification within the specified target time and if the tenderer fails to reply/or not agree/ 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.

**11. 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").

**12. Commencement of Contract:**

The Service Provider shall commence the work within four weeks from the date of signing the contract agreement.

**13. Service Provider Obligations:**

13.1 The Service Provider shall be responsible for providing 50 Mbps leased line internet connectivity at Embassy of India, Kathmandu premises all the time throughout the contract period. If Embassy requests for enhanced bandwidth during the period of contract, the same shall be arranged by the Service provider on mutually agreeable rates.

13.2 The Service Provider shall deploy one dedicated qualified technical personnel at the Embassy premise to ensure un-interrupted transmission of internet connectivity during the office hours (0845 to 1745 hours). If any replacement of parts is required, the vendor shall arrange the same without delay.

13.3. The Service Provider shall be responsible for commissioning and configuring of hardware and uplink of connectivity.

13.4. The Service Provider would ensure that the local loop provisioning does not violate any regulations as laid by Government of India and Nepal in respect of such links networks. Service Provider shall responsible for making all the payments towards the local loop charges / rentals / WPC charges etc.

13.5. 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.

13.6 The Vendor shall pay all his taxes/duties regularly to the local government. Any unrefunded VAT amount due to negligence on the part of the vendor, the same shall be recovered from next bill.

13.7 The vendor shall provide dedicated IPs on the requirement of Embassy to provide separate dedicated internet connections in various buildings of the Embassy.

13.8 The vendor shall comply to the local wages rules and other rules, regulations and notifications as prescribed by the GoN, relevant to this tender.

13.9 The vendor shall ensure that any information/data which may come to the knowledge and/or possession of the company or any of the personnel of the company including those deployed with the customer, for execution of the Annual Maintenance Contract, are not disclosed under any circumstances.

13.10 The vendor shall furnish full details, as may be required, of all personnel deployed for the execution of Annual Maintenance Contract to the Embassy of India, Kathmandu, to facilitate background checks. He/She may further undertake to immediately intimate the Embassy of any information that may come to the knowledge of 'The Contractor', which may have a security implication.

#### **14. Penalty :**

The agency shall ensure un-interrupted transmission of internet line throughout the contract period. If any breakdown occurs, the same shall be rectified within a reasonable time period. A penalty @  $\frac{1}{2}$  % of the total contract value per day shall be imposed in case the problem persists beyond a period of 3 days from the day of breakdown.

#### **15. 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.

#### **16. 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.



**17. 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.

**18. Clarification:**

The prospective tenderer(s) requiring any clarification regarding the tender document are requested to contact Establishment Section (Phone: +977-1-4411851 and email id: 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 account in preparing their bid, the Embassy may, at its discretion extend the deadline for the submission of Tender.

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**Other Terms & Conditions**

1. It is advised to make a site visit and assess the requirements before submitting Bids.
2. Technical Bids shall include EMD, company profile, address of the company, point of contacts, clients details and other information which are relevant to assess the suitability of the company. A copy of all tender documents duly signed & stamped will be attached to the Technical Bid.
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 address to:

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

5. Important dates relating to the tender are as follows:

S. No.	Particulars	Date
i.	Document submission - start date	09.10.2018 (1130 hrs)
ii.	Document submission – last date	29.10.2018 (1300 hrs)
iii.	Technical Bids opening date	29.10.2018 (1530 hrs)
iv.	Financial Bid opening date	30.10.2018 (1130 hrs)

6. Sealed tender should reach the Embassy before the last date of submission. Tender(s) received beyond the last date of submission will be rejected. No tender will be entertained by E-mail or FAX.
7. 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 Embassy's website under Tender Notice Section.
8. Agencies may send their authorized representative at the time of opening of Technical & Financial Bids on the above mentioned dates. For any clarification, agencies may contact Shri Praveen Kumar, Attache (Estt & Proj) at +977-1-4411851 and [estt.kathmandu@mea.gov.in](mailto:estt.kathmandu@mea.gov.in)

9. The financial bid(s) of only those tenderer(s) will be opened, who qualifies in technical evaluation.

10. 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.

**Prequalification/Evaluation/Exclusion Criteria:**

Sl	Particulars	Details
1	<b>Experience</b>	(a) The company/contractor should have minimum five years' experience in the field  (b) Preference will be given to those company/contractor which has experience in working with Diplomatic Missions/Govt. Departments/ reputed Hotels etc. Proof of the experience from that organization needs to be attached
2	<b>Registration No.</b>	The company/contractor should have a valid Registration Number either in India and/or Nepal
3	<b>Turnover</b>	The contractor should have a minimum turnover of NRs. 25 crores per year or equivalent in Indian Rupees
4	<b>Corporate clients</b>	The contractor should have a minimum 5 reputed clients to whom they are providing their services (satisfaction certificate from clients is essential)
5	<b>International Upstream providers</b>	The contractor should have minimum two international upstream providers
6	<b>VAT</b>	Certificate that company/contractor pays VAT regularly and their VAT dues are cleared either in India and/or Nepal

**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 contractor which scores more evaluation marks in the technical bids.

**Scope of work**

The Service Provider shall provide 50 mbps Internet Leased Line Connectivity through fiber optical cable to the Embassy of India, Kathmandu at all time (24x7x365).

The agency shall depute a dedicated engineer as support staff in the Embassy to rectify any problem and in order to ensure uninterrupted transmission of internet in various offices of the Embassy during the office hours (0845 to 1745 hrs).

## Financial Bid

<i>Rates are on monthly basis</i>					
<b>S. No.</b>	<b>Particulars</b>	<b>Charges in NPR</b>	<b>VAT in NPR</b>	<b>Other applicable taxes as per local laws (in NPR)</b>	<b>Total monthly charges in NPR</b>
i	Total charges for providing of 50 mbps leased internet line with one qualified technical staff				
<b><i>Final rate in words</i></b>					
<b><i>Other charges, if any including VAT (please specify)</i></b>					

Note:-

1. Rates for any additional /optional features to be mentioned clearly and separately.
2. Price must 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 Documents and confirm to abide by the same.
4. No other charges would be payable by the Embassy.

**Signature of Authorized Person & Seal**











