

REQUEST FOR PROPOSAL

PROCUREMENT & SUPPLY OF AMENITIES
FOR VARIOUS DISTRICT SOLDIER BOARDs (DSBs)
IN NEPAL

EMBASSY OF INDIA, DEFENCE WING
WELFARE BRANCH, KATHMANDU (NEPAL)

REQUEST FOR PROPOSAL

DEFENCE WING WELFARE BRANCH EMBASSY OF INDIA, KATHMANDU

INVITATION OF BIDS FOR PROCUREMENT & SUPPLY OF AMENITIES FOR VARIOUS DISTRICT SOLDIER BOARDs (DSBs) IN NEPAL

Request for Proposal (RFP) No NBGSB/167/A dated 10 Mar 2023.

1. Embassy of India, Defence Wing, Welfare Branch, Kathmandu (Nepal) invites proposals from eligible and qualified firms/ vendors for procurement & supply of amenities for various District Soldier Boards (DSBs) in Nepal. The details of amenities and locations are given in Part II of this RFP.

2. The address and contact numbers for collecting tender form, sending of Bids for seeking clarifications regarding this RFP are given below -

- (a) Bids/Queries to be addressed to : Welfare Branch
Defence Wing
Embassy of India, Kathmandu
Bharatiya Gorkha Sainik Niwas
(Opposite to Saraswoti Multiple Campus)
Lekhnath Marg, Kathmandu
- (b) Name/designation of the contact personnel : AMA (Welfare), Embassy of India
Kathmandu, Nepal
- (c) Telephone number : +977-1-4418064
- (d) Email address : welfare.kathmandu@mea.gov.in

3. Tender Document can be collected from the Welfare Branch, Defence Wing, Embassy of India from the date of publication of this Tender Notice from **1000 hours** to **1700 hours** or downloaded from Indian Embassy's website. Please superscribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.

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 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.

5. 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 AND INSTRUCTIONS FOR THE BIDDERS

6. **Last date and time for depositing the Bids.** The sealed Bids (both Technical and Commercial) to be submitted in two separate sealed envelopes, duly marked as ‘**Technical Bid and Financial Bid**’. The responsibility to ensure this lies with the bidder. **The distribution of tenders start from 14 Mar 2023 and last date and time of submission of bids is up to 1230 hrs of 24 Mar 2023.**

7. **Manner of depositing the Bids.** Sealed Bids should be dropped in the Tender Box marked as Technical Bid and Financial Bid at the address given above so as to reach by due time. Late tenders will not be considered. No responsibility will be taken for delay or non-delivery/ non-receipt of Bid documents. **Bids sent by FAX or e-mail will not be considered.**

8. **Time and date for opening of Bids.** **Opening of Technical Bids will be held at 1430 hrs on 24 Mar 2023 and opening of Financial Bids will be held at 1430 hrs on 27 Mar 2023.** The firms/ vendors which qualify technical bids as per norms of RFP will be allowed to participate in financial bid. (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).

9. **Location of the Tender Box.** The tender box will be available at above mentioned address/ location. Only those Bids that are found in the tender box will be opened. **Bids dropped in the wrong Tender Box left at office/ handed over to any individual will be rendered invalid.**

10. **Place of opening of the Bids.** The Bids will be opened at the above mentioned address (place). 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. Firstly technical bids will be opened in presence of vendors and those who qualify the technical bid, their financial bids shall be opened.

11. **Two-Bid system.** Each bidder shall submit **only one Technical & one Financial bid in two separate envelopes duly marked on top specifying which financial/technical bid.** 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.

12. **Forwarding of Bids.** Bids should be forwarded by Bidders under their original memo/ letter pad inter alia furnishing details like TIN number, VAT/PAN/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office. Copies of **firm registration certificate, VAT/PAN registration certificate of the firm, bank guarantee and other relevant papers** must be enclosed in the sealed tender.
13. **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 02 (two) days prior to the date of opening of the Bids.
14. **Modification and Withdrawal of Bids.** A bidder may modify or withdraw his/ her 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 of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.
15. **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.
16. **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.**
17. **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.
18. **Validity of Bids.** The Bids should remain valid till **180 days** from the last date of submission of the Bids.
19. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **NRs 50,000.00** (Nepalese Rupees fifty thousand only) along with their Bids. The EMD may be submitted in the form of a Bank Guarantee or A/C payee Cheque of Company of the public sector banks or a private sector bank authorized to conduct government business. EMD is to remain valid for a period of forty-five days beyond the final Bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful Bidder would be returned, without any interest whatsoever, after the receipt of **Performance Security** from them as called for in the contract. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender. Any bidder who has not submitted EMD, their bid will be rejected outrightly.

Part II – ESSENTIAL DETAILS OF AMENITIES REQUIRED

20. **Schedule of Requirements.** List of amenities required are as follows:

<u>S/No</u>	<u>DSB Location</u>	<u>Item Required</u>	<u>Unit</u>	<u>Quantity Required</u>
(a)	Butwal	Room Heater	Nos	01
		Cooler	Nos	01
		Pedestal Fan	Nos	02
		Inverter & Battery	Set	01
		Sofa Set (Five Seater)	Set	01
		Office Table	Nos	01
(b)	Bharatpur	Room Heater	Nos	02
		Inverter & Battery	Set	01
		Office Table	Nos	01
		Office Chair	Nos	01
(c)	Gulmi	Room Heater	Nos	01
		Pedestal Fan	Nos	02
		Inverter & Battery	Set	01
		Office Table	Nos	01
		Office Chair	Nos	01
(d)	Arghakhanchi	Room Heater	Nos	02
		Pedestal Fan	Nos	02
(e)	Dang	Room Heater	Nos	01
		Inverter & Battery	Set	01
(f)	Khoalpur	Room Heater	Nos	02
		Pedestal Fan	Nos	02
		Inverter & Battery	Set	01
		Sofa Set	Set	01
		Office Chair	Nos	01
(g)	Surkhet	Room Heater	Nos	01
		Cooler	Nos	01
		Pedestal Fan	Nos	02
		Inverter & Battery	Set	01
		Office Chair	Nos	01
(h)	Tikapur	Room Heater	Nos	01
		Cooler	Nos	01
		Pedestal Fan	Nos	01
		Inverter & Battery	Set	01
(j)	Mahendranagar	Room Heater	Nos	01
		Pedestal Fan	Nos	01
(k)	Baitadi	Room Heater	Nos	01
		Inverter & Battery	Set	01
		Office Table	Nos	01
		Office Chair	Nos	01

<u>S/No</u>	<u>DSB Location</u>	<u>Item Required</u>	<u>Unit</u>	<u>Quantity Required</u>
(l)	Pokhara	Room Heater	Nos	01
		Cooler	Nos	01
		Pedestal Fan	Nos	02
		Office Chair	Nos	01
(m)	Gorkha	Room Heater	Nos	02
		Pedestal Fan	Nos	02
		Inverter & Battery	Set	01
		Sofa Set	Set	01
		Office Chair	Nos	01
(n)	Besisahar	Room Heater	Nos	01
		Cooler	Nos	01
		Pedestal Fan	Nos	02
		Inverter & Battery	Set	01
		Sofa Set	Set	01
(o)	Turture	Room Heater	Nos	01
		Cooler	Nos	01
		Inverter & Battery	Set	01
		Office Table	Nos	01
		Office Chair	Nos	01
(p)	Baglung	Cooler	Nos	01
		Pedestal Fan	Nos	02
		Inverter & Battery	Set	01
		Sofa Set	Set	01
		Office Table	Nos	01
		Office Chair	Nos	01
(q)	Palpa	Pedestal Fan	Nos	01
		Inverter & Battery	Set	01
		Sofa Set	Set	01
(r)	Waling	Room Heater	Nos	02
		Cooler	Nos	01
		Pedestal Fan	Nos	01
		Inverter & Battery	Set	01
		Sofa Set	Set	01
(s)	Beni	Room Heater	Nos	01
		Cooler	Nos	01
		Pedestal Fan	Nos	02
(t)	Dharan	Room Heater	Nos	01
		Cooler	Nos	01
		Office Table	Nos	01
(u)	Ilam	Room Heater	Nos	01
		Pedestal Fan	Nos	02
		Inverter & Battery	Set	01
		Office Chair	Nos	01

<u>S/No</u>	<u>DSB Location</u>	<u>Item Required</u>	<u>Unit</u>	<u>Quantity Required</u>
(v)	Taplejung	Room Heater	Nos	01
		Pedestal Fan	Nos	02
		Inverter & Battery	Set	01
		Office Table	Nos	01
		Office Chair	Nos	01
(w)	Tehrathum	Pedestal Fan	Nos	02
		Inverter & Battery	Set	01
(x)	Bhojpur	Room Heater	Nos	01
		Pedestal Fan	Nos	02
		Inverter & Battery	Set	01
(y)	Diktel	Room Heater	Nos	01
		Pedestal Fan	Nos	02
		Inverter & Battery	Set	01
		Office Chair	Nos	01
(z)	Okhaldhunga	Room Heater	Nos	01
		Pedestal Fan	Nos	02
		Inverter & Battery	Set	01

Note. The items will be delivered at respective locations as mentioned above by the L-1 vendor

Summary & Specifications Required.

<u>S/No</u>	<u>Item</u>	<u>Minimum Specifications Required</u>	<u>Minimum Warranty Required</u>	<u>Brand Required</u>	<u>Unit</u>	<u>Total Quantity Required</u>
(i)	Heater	(a) 800 Watt & above (b) Dual Heating Rod (c) Cool Touch Handle	01 Year	Branded	Nos	27
(ii)	Cooler	(a) Capacity 60 Ltr & above (b) Blower 8"-12" & above (c) Trolley base, iron/steel body	-do-	-do-	Nos	10
(iii)	Pedestal Fan	(a) Wing size 16" & above (b) Power 50 Watt & above	02 Years	-do-	Nos	36
(iv)	Inverter & Battery	Inverter. (a) Shine wave (b) 12V battery (c) 1000VA power	01 Year	-do-	Set	20
		Battery. 02 x 150 AH (Indian Brand)	02 Years	-do-	Nos	40
(v)	Sofa Set	(a) 3+1+1 seats (2x2x2 ft per seat) (b) 'A' class designed sofa cloth & 'A' class ply & wood	-do-	-do-	Set	07

Note. No Chinese brand/made product will be accepted.

<u>S/ No</u>	<u>Item</u>	<u>Minimum Specifications Required</u>	<u>Minimum Warranty Required</u>	<u>Brand Required</u>	<u>Unit</u>	<u>Total Quantity Required</u>
(vi)	Office Table	(a) Modern design with cupboard attached (b) 4.5x2.5x2.5 ft ('A' graded ply with formica & double coated paint) (c) Solid and steady	-do-	-do-	Nos	08
(vii)	Office Chair	(a) Steel base with steel hydraulic (b) Adjustable height & back (c) Two layer of comfort foam with rubberized reigh	01 Year	-do-	Nos	12

Note: Format for technical parameter to be filled by the firm/ vendor is as under:-

<u>S/ No</u>	<u>Item</u>	<u>Minimum Specifications Offered</u>	<u>Brand/ Model Offered</u>	<u>Warranty</u>
(i)	Heater			
(ii)	Cooler			
(iii)	Pedestal Fan			
(iv)	Inverter & Battery			
(v)	Sofa Set (Five Seater)			
(vi)	Office Table			
(vii)	Office Chair			

21. **Delivery Period.** Delivery period for supply of amenities at respective locations would be 04 days from the effective date of contract. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

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.

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

23. **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.

24. **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.

25. **Penalty for use of Undue influence.** The Seller undertakes that he/ she has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf 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.

26. **Access to Books of Accounts.** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

27. **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.

28. **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.

29. **Termination of Contract.** The Buyer shall have right to terminate the 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 Seller 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 utilised the services of any Nepali/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration Tribunal.

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

31. **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.

32. **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 Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

33. **VAT/Any other taxes.**

- (a) If it is desired by the Bidder to ask for VAT/ any other taxes 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 all kind of taxes and no liability of taxes will be developed upon the Buyer.
- (b) On the bids quoting sales tax extra, 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 Seller at the rate at which it is liable to be assessed or has actually been assessed

provided the transaction of sale is legally liable to sales tax and the same is payable as per the terms of the contract.

(c) The bidder is required to deposit the VAT within a month from the date of receipt of payment as this office is required to process claim for VAT refund.

Part IV – SPECIAL CONDITIONS OF RFP

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

34. **Performance Guarantee.** The bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee or A/C Payee Cheque of Company through a public sector bank or a private sector bank authorized to conduct government business for a sum of equal to **10%** of the contract value within 30 days of receipt of the confirmed supply order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty.

35. **Payment Terms for Indigenous Sellers.** The **100% payment** will be made after complete delivery of items at respective locations in satisfactory level and acceptance by the user.

36. **Delivery Terms.** Complete delivery of items at respective locations in satisfactory level will be the responsibility of the firm/ vendor within the quoted price.

37. **Paying Authority.** The payment of bills will be made on submission of the following documents by the seller to the Paying Authority along with the bill:-

- (a) Ink-signed copy of contingent bill/seller's bill.
- (b) Ink-signed copy of Commercial invoice/Seller's bill.
- (c) Copy of supply order/work order.
- (d) Inspection note.
- (e) Guarantee/warranty certificate.

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

- (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.
- (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 as the case may be at a price lower than the price chargeable under the contract, the Seller shall forthwith notify such reduction and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced.

39. **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.

(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.

(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 40% of the value of the contract.

40. **Force Majeure clause.**

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

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

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

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

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

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

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

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

44. **Quality Assurance.** Seller would provide the Standard Acceptance Test Procedure (ATP) within 7 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.

45. **Inspection Authority.** The Inspection will be carried out by Defence Attaché/ AMA (Welfare). The mode of Inspection will be user inspection and satisfaction.

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

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

(b) The Seller warrants for a period of **minimum 12 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 45 days 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.

47. **Extra Charge**. Transportation, lodging and fooding will not be provided by the user.

Part V – EVALUATION CRITERIA & PRICE BID ISSUES

48. **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 technically Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.
- (c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows:-
- (i) In case where only indigenous Bidders are competing, all taxes and duties (including those for 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 case where both foreign and indigenous Bidders are competing, following criteria would be followed:-
1. In case of foreign bidders, the basic cost (CIF) quoted by them would be the basis for the purpose of comparison of various tenders.
 2. In case of indigenous Bidders, excise duty on fully formed equipment would be offloaded.
 3. Sales tax and other local levies, i.e. octroi, entry tax etc would be ignored in case of indigenous Bidder.
- (d) The Bidders are required to spell out the rates of Customs duty, Excise duty, 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 Customs duty/ Excise Duty. VAT is intended as extra, over the quoted prices, the Bidders 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 entertained 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/ VAT duty upto any value of suppliers 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/ VAT, it should be brought out

clearly. Stipulations like, excise duty 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 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 and VAT also.

(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. 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. The Buyer will have the right to award contracts to different Bidders for being overall lowest in particular items. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

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

PRICE BID

(To be given in Company Letter Head)

To,

Welfare Branch
Defence Wing
Embassy of India

Subject - Financial Proposal for procurement & supply of amenities for variation District Soldier Boards (DSBs) in Nepal.

Sir,

Having examine the bid documents I/we offer _____ of Welfare Branch, Defence Wing, Embassy of India, Kathmandu in accordance with the terms and conditions and scope of works accompanying this bid document for the price mentioned below:-

<u>S/ No</u>	<u>Item</u>	<u>Minimum Specifications Offered</u>	<u>Brand/ Model Offered</u>	<u>Quantity</u>	<u>Unit Price (In NPR)</u>	<u>Total Price (In NPR)</u>	<u>Warranty</u>
1.	Heater			27			
2.	Cooler			10			
3.	Pedestal Fan			36			
4.	Inverter & Battery			20			
5.	Sofa Set (Five Seater)			07			
6.	Office Table			08			
7.	Office Chair			12			

8. Technical literature must be included in technical bid alongwith EMD.

9. Any other items.

10. Is VAT extra? If yes, then mention the following:

(a) Total value on which VAT is leviable.

(b) Rate of VAT.

(c) Total value of VAT leviable.

11. Grand Total (complete project including all charges):

Signature of Authorised Person
Name & Designation:
Office Seal:
Date:

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Declaration

1. I _____ Son/Daughter/wife of shri _____ proprietor/Director/ Authorized signatory of the Company/Firm/Agency, mentioned above, is competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide to them;
3. The information/documents furnished along with the above application are true and authentic to the best of knowledge and belief. I/We, am are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate under law.

Signature of authorized person
Full Name:
Seal
Date:
Place:

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

Welfare Branch
Defence Wing
Embassy of India

Subject : Acceptance of Terms & Conditions of Tender

Tender Reference No _____

Name of Tender/ Works

Sir,

1. I/we have obtained the Tender Documents from the above mentioned "Tender/work" from the Defence Wing, Welfare Branch, Embassy of India, Kathmandu namely:

as per your advertisement/website.

2. I/we hereby certify that I/we have read the entire terms and conditions of the tender documents (including all documents, which form part of the contract agreement) and I/we shall abide hereby by the terms/conditions/clauses contained therein.

3. The corrigendum issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letters.

4. I/we hereby unconditionally accept the tender conditions of above tender documents/corrigendum in its totality/entirety.

5. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Your faithfully,

Signature of the Bidder
Office Seal

DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES

We certify that, we have neither failed to perform on any contract, as evidenced by the imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have has any contract terminated by any public authority for breach on our part.

We declare that:-

- (a) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Section-B of fraud and Corrupt Practices of the Terms and Conditions of the document, in respect of any tender or request proposal issued by the Agreement entered into with the Authority or Embassy of India.
- (b) We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section-B of Fraud and Corrupt Practices of the Terms and Conditions of the document, no person acting for us or on our behalf has engaged or will engage in any corrupt practices, fraudulent practices, coercive practice, undesirable practice or restrictive practice.
- (c) We certify that in regard to matters other than security and integrity of the country, we or any of our Associated have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the Project or which related to a grave offence that outrages the moral sense of the community.
- (d) We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government of convicted by a Court of Law, we further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors/Managers/Employees.
- (e) We certify that no penalty has ever been imposed in respect of services rendered by us in any organization/Ministry/Department.

Signature
Name & Designation:
Office Seal:
Date:

SAMPLE OF ENVELOPE FOR TECHNICAL AND FINANCIAL BID DOCUMENT

TECHNICAL BID

PROCUREMENT & SUPPLY OF AMENITIES FOR DISTRICT SOLDIER BOARDs (DSBs) IN NEPAL

TO,
WELFARE BRANCH
DEFENCE WING
EMASSY OF INDIA
LEKHNATH MARG (THAMEL)
KATHMANDU, NEPAL

The following documents are must be submitted

- (a) VAT/PAN Registration
- (b) EMD
- (c) Technical Literature
- (d) Other relevant documents

FROM,

FINANCIAL BID

PROCUREMENT & SUPPLY OF AMENITIES FOR DISTRICT SOLDIER BOARDs (DSBs) IN NEPAL

TO,
WELFARE BRANCH
DEFENCE WING
EMASSY OF INDIA
LEKHNATH MARG (THAMEL)
KATHMANDU, NEPAL

FROM,

