

EMBASSY OF INDIA, PENSION PAYING OFFICE, DHARAN

**INVITATION OF BIDS FOR PROCUREMENT AND INSTALLATION OF 02 X SETS OF
COMPACTORS AT PENSION PAYING OFFICE, DHARAN**

REQUEST FOR PROPOSAL (RFP) NO WO/ 04/ Accts OF DATED 18 NOV 2024

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

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

- | | | |
|-----|---|---|
| (a) | Bids/Queries to be addressed to | : Officer-in-Charge
Embassy of India
Pension Paying Office
Dharan, Nepal |
| (b) | Name/designation of the contact personnel | : Major Bharat Kanojiya,
AMA (P) & Officer-in-Charge |
| (c) | Telephone number of contact personnel | : 025-570297
025-535040 |
| (d) | Email address | : amap.dharan@mea.gov.in |

3. Tender Document can be collected from Embassy of India, Pension Paying Office, Dharan from the date of publication of this Tender Notice from 1000 hours to 1700 hours or download from Indian Embassy's website. Please subscribe 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), 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.
- (f) **Part VI –** Checklist of essential documents required for Technical & Financial Bids.

5. This RFP is being issued with no financial commitment and the outworker 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:** The sealed Bid (both Technical and Financial) to be submitted in two separate sealed envelope, duly marked as '**Technical Bid**' and '**Financial Bid**'. The responsibility to ensure this lies with the Bidder. The last date and time of submission of bid is **upto 1700 hrs of 09 Dec 2024**.
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:** **Opening of Technical Bids will be conducted at the office of PPO Dharan at 1200hrs on 10 Dec 2024 and date of opening of Financial Bids will be intimated after finalization of Technical Board.** The firm 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).
4. **Location of the Tender Box:** The tender box will be available at main office of Officer-in Charge, Embassy of India, Pension Paying Office, Dharan. 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.**
5. **Place of Opening of the Bids:** The Bids will be opened at 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.
6. **Two Bid System:** Each bidder shall submitted one Technical & one Financial Bid in two separate envelope 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 Commercial Bid will be intimated after acceptance of Technical Bids are found compliant/ suitable after Technical evaluation is done by of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer.
7. **Forwarding of Bids:** Bids should be forwarded by Bidders under their original memo/letter pad inter alia furnishing details like TIN number, VAT/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, and other relevant papers and original EMD** must be enclosed in the seated tender
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 late than 05 (five) days prior to the date of opening of the Bids.

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 maybe 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) **NRs 1,20,000.00 (Nepalese Rupees one lakh twenty thousand only)** along with their Technical Bid. 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 or account payee cheque. EMD is to remain valid for a period of **45 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.

15. The format for the acceptance to the terms and conditions for the procurement are attached as **Appendix A**. These will be signed by the authorized company representative and stamped with the company stamp.

16. You are requested to send your best offer in the office of the undersigned before last date & time of submission of bids. Any offer received after this may be rejected at the discretion of the Buyer.

17. Please ensure that this is your best and final offer.

Note Vendors will submit their technical and commercial bids on the original tender documents (including its appendices and annexure). Photocopies will not be accepted.

**PART II- ESSENTIAL DETAILS FOR PROCUREMENT AND INSTALLATION OF 02 X SETS OF
COMPACTORS AT PENSION PAYING OFFICE, DHARAN**

1. **Schedule of Requirement:** Requirement for procurement and installation of 02 x Sets of Compactors are as under:-

S/No	Details of item required	Specification of items offered	Compliance to RFP Specification whether Yes/No
(i)	Make & Model	Make /Model : _____ Centralized Locking- 3 Bay drive type with Boltless Shelves	
(ii)	Dimensions	S.F – 1 unit (2710 mm W x 475mm D x 2100 mm H) – 02 Nos	
		D.M – 1 unit (2710 mm W x 900mm D x 2100 mm H) – 08 Nos	
		S.M – 1 unit (2710 mm W x 475mm D x 2100 mm H) – 02 Nos	
(iii)	Legend	S.F – Single fixed S.M Single Moving D.M – Double Moving H – Height W – Width D - Depth	
(iv)	Storage Capacity	80 Kgs load bearing capacity per shelf. Total No of Box File – 3,000 No of Box Files 0.8 MM Thickness Superstructure. 3.15 MM Trolley. Powder Coated Surface.	
(v)	Warranty	5 Years	

Note: Diagram/ Layout plan of compactor is enclosed at Appendix-B.

2. **Delivery Period.** Delivery period for supply of items would be **4 (Four) weeks** 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.
3. **Terms for Delivery and Transportation.** The place of delivery shall be **Embassy of India, Pension Paying Office, Dharan**. The CIP terms of delivery will be applied both for domestic as well as imported supplies.
4. **Consignee details:** **Officer-in-Charge
Pension Paying Office
Embassy of India
Dharan, Nepal**
5. **Post Warranty Assistance:** Two free site inspection/ visit of the system would be carried out by the vendor.
6. AMC of the compactors for five years after expiry of 5 years warranty period.
7. Functional trials will be conducted by the seller, once compactors & documents thereon are placed completely. Fitness of the compactors as deemed will be determined by the consignee after functional trials.

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. SELLER IN THE CONTRACT) AS SELECTED BY THE BUYER. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID SUBMITTED BY THE BIDDER

1. **Law:** The contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by 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 and supplies and performance of the services shall commence from the effective date of the contract.

3. **Arbitration:** All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the contract or relating to work or performance. Which will cannot be settled amicably, may be resaved 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 of any other contract with Government of India for showing or forbearing to show favor or disfavor 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 contactor) 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 of 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. **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.

6. **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.

7. **Liquidated damages:** In the event of the contractor failure to submit the Bonds, Guarantees and Documents, supply the store/goods and conduct trials, installation of equipments, 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.

8. **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 work is delayed for causes not attributable to Force Majeure for more than (30 days) after the scheduled date.
- (b) The contractor is declared bankrupt or becomes insolvent.
- (c) The completion of work 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.

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

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

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

12. **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.

12. **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 choose 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 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 this 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 Eller, 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 Manufacturer'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 along with a certificate that the credit so passed on relates to the Excise Duty, originally paid for the stores supplied under the contract. In case of their failure to do so, within 10 days of the issue of the excise duty refund orders to them by the Excise Authorities the Buyer would be empowered to deduct a sum equivalent to the amount refunded by the Excise Authorities without any further reference to them from any of their outstanding bills against the contract or any other pending Government Contract and that no disputes on this account would be raised by them.

(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 insist 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. SELLER IN THE CONTRACT) AS SELECTED BY THE BUYER, FAILURE TO DO SO MAY RESULT IN REJECTION OF BID SUBMITTED BY THE BIDDER.

1. **Performance Guarantee:** 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 (Nepal SBI Bank Ltd or Everest Bank Ltd) 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:-** -NA-

2. **Option Clause:** -NA-

3. **Tolerance Clause:** -NA-

4. **Payment Terms for Indigenous Sellers:** The 100% payment will be made on delivery and acceptance by the user.

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

6. **Risk & Expense Clause:** 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 Sell 30 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.

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

(a) Such default.

(b) If the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.

8. Any excess of the the purchase price cost of manufacturer or valve 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 exceeded 10% of the valve of the contract.

9. **Force Majeure:** Should any Force Majeure circumstances arise, each of the contracting party shall be excused for the non-fulfillment or for the dlayed fulfillment of any of its contractual obligations, if the afftected party within (30 days) of ths occurrence informs the other party in writing. Force Majeure shall mean fires, floods, natural disasters or other acts, that are unanticipated or unforeseeable, and not brought about at the instance of the party claiming to be

affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non-performance or delay in performance, such as war, turmoil, strikes, sabotage, explosions, quarantine restriction beyond the control of either party. A party claiming Force Majeure shall exercise reasonable diligence to seek obligations under the Supply Order.

10. **Specification:** The Seller guarantees to meet the specification as per Part-II of RFP.
11. **OEM Certificate:** In case the Bidder is not the OEM, the agreement certificate with the OEM sourcing the spares shall be mandatory. However, where OEMs do not exist, minor aggregates and spares can be sourced from authorized vendors subject to quality certification.
12. **Warranty:** The following Warranty will form part of the contract placed on the successful Bidder:-
 - (i) The Seller warrants that the goods supplied or work carried out 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 5 years 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 10 days excluding Sunday & National holidays of notification of such defect received by the Seller.
 - (iv) Warranty of the equipment would be extended by such duration of downtime. Record of the down time would be maintained by the user in the logbook. Spares required for warranty repairs shall be provide free of cost by the Seller. The Seller also undertakes to diagnose, test, adjust, calibrate and repair/ replace the goods/ equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the Buyer and the Seller. However, the onus is to be on seller to bear the cost of damage during transport of equipments supplied once for the project rather that mutual payment between buyer & seller.
 - (v) The Seller will also warrant that necessary service and repair back up during the warranty period of the equipment shall be provide by the Seller and he will ensure that the downtime is within 5% of the warranty period.
 - (vi) The Seller shall associate technical personnel of the Maintenance agency and Quality Assurance Agency of the Buyer during warranty repair and shall also provide the details of complete defects, reasons and remedial actions for defects.

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

(viii) The Seller will guarantee the shelf life of **05 years** under the Nepal tropical condition.

(ix) Buyer reserves its right regarding entering into maintenance contract or otherwise.

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) Overall lowest bidder will be selected incase multiple venders/firms quote the same rate/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 entrained 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 become 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 contract/ Supply Order after complete clarification and price negotiations as decided by thecontratee. The Buyer will have the right to award contracts to overall lowest bidder. 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

**PROCUREMENT AND INSTALLATION OF COMPACTORS AT PENSION PAYING OFFICE,
DHARAN**

Tender No. WO/ 04 /Accts Dated 18 Nov 2024

Validity of Tender required till	180 days from the date of opening
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1. Details of works offered

S/No	Description /Classification of Compactors	Quantity	Amount
(i)	<u>Compactor for Record Room-01 consists of :</u> 01 x Single Faced Fixed (SFF) (Width - 2710 mm, Depth - 475 mm, Height - 2100) 05 x Double Faced Moveable (DFM) (Width - 2710 mm, Depth - 900 mm, Height - 2100) 01 x Single Faced Moveable (SFM) (Width - 2710 mm, Depth - 475 mm, Height - 2100)	01 Set	
(ii)	<u>Compactor for Record Room-02 consists of :</u> compactor set consists : 01 x Single Faced Fixed (SFF) (Width - 2710 mm, Depth- 475 mm, Height - 2100) 03 x Double Faced Moveable (DFM) (Width - 2710 mm, Depth - 900 mm, Height - 2100) 01 x Single Faced Moveable (SFM) (Width - 2710 mm, Depth - 475 mm, Height - 2100)	01 Set	
(iii)	Transportation, Installation & all fitting charges of compactors at PPO Dharan	02 Set	
(iv)	Complete Annual Maintenance Contract (AMC) after expiry of warranty period i.e 5 years	5 years	
Total of price bid Ser No. 1			

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 livable 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 custom duty extra? (Answer in Yes/No)	
	If custom duty is extra, indicate the rate.	
(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:-	
	(i) Total Value on which VAT is livable	
	(ii) Rate of VAT	
	(iii) Total Value of VAT leviable.	
(f)	If any other taxes, levies, duties and Octroi, service tax etc (Please specify rate and amount)	
(g)	Details of EMD	
(h)	Acceptance of Performance Bank Guarantee on confirmation of order	
	Total of price bid Ser No. 2	

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

Company Seal
Date :

(Authorized Signatory of Company)

PART VI – Check list of essential documents required for Technical & Financial Bids

1. CHECK LIST OF ESSENTIAL DOCUMENTS REQUIRED FOR TECHNICAL BIDS

Ser No	Technical Documents	Yes/No
(a)	Bank Guarantee/Demand Draft	
(b)	RFP Form duly signed and stamped (Part 1 to 4) along with its appendix	
(c)	Company Registration Certificate	
(d)	Pan Registration Certificate	
(e)	Tax Clearance Certificate	
(f)	Non Convection Certificate	
(g)	Recent comparative order of the items supplied in an Govt/reputed institution and complete postal & email of their office	

2. CHECK LIST OF ESSENTIAL DOCUMENTS REQUIRED FOR FINANCIAL BIDS

Ser No	Financial Documents	Yes/No
(a)	RFP Form duly signed and stamped (Part V)	

ACCEPTANCE TO TERMS AND CONDITIONS

1. **Validity:** Prices are valid upto ____ (fill date). **(Minimum 180 days from the date of opening of tenders at Pension Paying Office, Embassy of India, Dharan).**

CERTIFICATE

It is certified that all the terms and conditions as laid in the tender/RFP No WO/04 /Accts dt 18 Nov 2024 and its appendices are accepted by the company and we will abide by them. It is further certified that any cost incurred on additional materials/equipments required to complete the intergrated project would be borne by us.

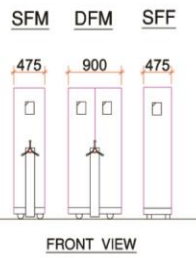
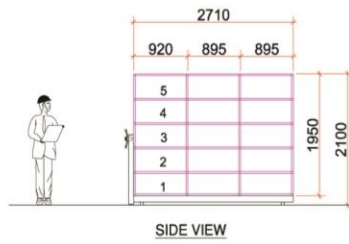
Company Seal

(Authorised Signatory of Company)

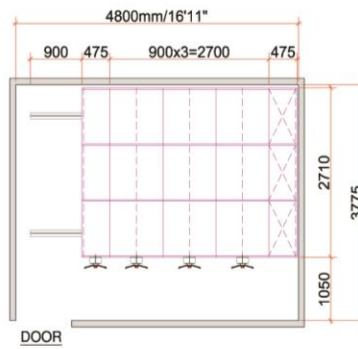
Place: _____

Date : _____

3 - BAY



RECORD ROOM- 1



RECORD ROOM- 2

RECORD ROOM- 1

DFM - 2710mm W x 900mm D x 2100mm H - 5 Nos.

SFM - 2710mm W x 475mm D x 2100mm H - 1 Nos.

SFF - 2710mm W x 475mm D x 2100mm H - 1 Nos.

RECORD ROOM- 2

DFM - 2710mm W x 900mm D x 2100mm H - 3 Nos.

SFM - 2710mm W x 475mm D x 2100mm H - 1 Nos.

SFF - 2710mm W x 475mm D x 2100mm H - 1 Nos.

PLAN OF LAYOUT OF COMPACTORS