



The Leprosy Mission Nepal
 Godawari 6, Lele, Lalitpur, Nepal
 Post Box No. 151, email: Anandaban@tlmnepal.org

COMPETITIVE BID (CB)

Bid Number:		*Bid Name	Network supply and service
Bid Contract No.	002	Department	Hospital

AGENCY'S CONTACT INFORMATION			
Name:	The Leprosy Mission Nepal	Phone:	01-6218398
Address:	Godawari 6, Lalitpur, Nepal	Email:	<anandaban@tlmnepal.org>

Instructions:

- Bids should be submitted in closed envelop with affixing LAHA CHHAP by clearly mentioning the contract number and goods or service categories indicating in the bid notice within the specified time and date.

In the following address

The Leprosy Mission Nepal

Administration Department of Country Office, Tutepani, Satdobato, Lalitpur 015050931

or,

Administration department of Anandaban hospital

Godawari 6 Lalitpur, 01-6218398

MAILING ADDRESS:	BID OPENING LOCATION:
The Leprosy Mission Nepal Country office, Tutepani, Satdobato, Lalitpur 015050931 or, Anandaban hospital Godawari 6 Lalitpur, 01-6218398	Country Office

VENDOR INFORMATION			
Company Name: _____			
Contact Name (type or print): _____		Title _____	
Address: _____			
Telephone Number: _____			Year of Registration _____
E-Mail Address: _____		Fax Number: _____	VAT/PA N Number: _____
Name of any five Key client regular supply 1) _____ 2) _____			
3) _____ 4) _____ 5) _____			
Business Designation (check one):	Individual [] Partnership []	Sole Proprietorship [] Corporation []	Public Service Corp [] Government/ Nonprofit []

BID FORMAT

Any statement in this document that contains the word “will”, “must” or “shall” means that compliance with the intent of the statement is mandatory, and failure by the bidder to satisfy that intent will cause the bid to be rejected.

All bid pricing must be for unit rate in Nepalese currency.

COST

All charges should be included on the Official Bid Price Sheet(s) which includes all associated costs (including transportation) for the goods or services being bid. The bid price should exclude other duties and sales taxes if any and should disclose in the footnote.

VALIDITY OF BID PRICE

Bid pricing should be valid for whole fiscal year except price increase/decrease substantially due to unavoidable circumstances of the case.

CONTRACT:

An annual contract for fiscal year shall be made with the vendors. Extension for maximum of 3 months could be made for unavoidable circumstances of the case. Goods shall be delivered on the basis of the valid purchase order. Similarly, annual agreement shall be made with second alternative vendors identified from this bidding process.

Required Documents

The following documents are submitted along with the price bid (Yes/No):

SN	Particular	Yes	No
a	Registration Certificate of organization with appropriate authority of Govt of Nepal		
b	Update Tax / VAT clearance Certificate of FY 2077/78		
c	Latest VAT/Tax return filing document for the current fiscal year		
d	Organization Profile		
e	Satisfactory past performance record from clients (to justify the experience)		
f	letter of permission from the appropriate authority of the Government (for dealing of the goods or services for the government as per relevant law)		
g	Sole distributor/ Dealership of goods or services		

Note: If yes, please provide the supporting documents accordingly

Note for un-availability (for justification):

- 1.
- 2.
- 3.
- 4.

SCOPE

Computer Networking

AWARD CRITERIA AND RESPONSIBILITY

Bids must meet or exceed all defined specifications. Bids must meet all terms and conditions of this Competitive Bid and the requirements of TLMN.

DELIVERY

All deliveries must be made during normal TLMN work hours and within the agreed upon number of days unless otherwise arranged and coordinated with the TLMN authority person. The vendor shall give the TLMN authority immediate notice of any anticipated delays or plant shutdowns that will affect the delivery requirement.

Loss or damage that occurs during transportation, prior to the order being received by the TLMN, is the vendor's responsibility. All orders should be properly packaged to prevent damage during transpiration.

PAYMENT AND INVOICE PROVISIONS

All invoices according to the bidding price shall be forwarded to the:

Anandaban Hospital

Payment will be made in accordance with applicable accounting procedures upon acceptance by the TLMN authority. Applicable TDS shall be deducted from invoicing price as per the Income Tax Act of nation. The TLMN may not be invoiced in advance of delivery and acceptance of any equipment, service or commodity. Payment will be made only after the contractor has successfully verified by the TLMN as to the goods and/or services purchased. Vendors should invoice the agency by an itemized list of charges. Purchase Order Number and/or Contract Number should be referenced on each invoice as applicable.

OFFICIAL BID PRICE AND TECHNICAL SPECIFICATION SHEET(Computer Networking)

Network Equipment and Cable requirement for The Leprosy Mission Nepal Anandaban Hospital (Tikabhairab/ Lele) and Patan Clinic (Talchikhel, Lalitpur).

S. No	Goods Specification	Est. Quantity	Unit	Unit price	Remarks	Delivery Date
1	Core Router	2	Set			30 days from the date of issuance of delivery order
2	Access Switch 24 Port	5	Set			
3	Access Switch 48 Port	2	Set			
4	Firewall	2	Set			
5	Network Cable,Rj45 connectors	1	Meter			
6	PVC Wire Cable Ducts	1	Meter			
7	Installing, commissioning, Documentation, configuration, Deployment and Training	For all above mention devices				
8	Total					
9	13% VAT					
10	Grand Total					

Technical Specification of Core Router

S.no	Features	Requirement	Remarks
1	Brand	To be Mentioned by Vendor	
2	Model	To be Mentioned by Vendor	
3	Device Type	Gigabit Ethernet security router with SFP	
4	Interfaces	WAN: 2-Port GE with 1 Port Combo SFP.	
		LAN : 8 x 10/100 /1000 fast Ethernet ports.	
		Management Console Port: 1 RJ-45	
		1xUSB port	
5	Manageable	Yes	
6	Memory	DRAM - 4GB or higher	
		Flash Memory 4GB or higher	
7	Capacity	IPsec VPN tunnels: 50 or higher	
		HTTPS,Telnet,SNMP,HTTP,SSH,CLI	

8	Management Protocol	Web Based GUI	
		Management of LAN Port	
9	Encryption Algorithm	DES, Triple DES, SSL, PKI, 128-bit AES, 192-bit AES, 256-bit AES	
10	Accessories	Necessary accessories like Power cord, patch cord etc. whatever required for installation, commissioning and operation of required access switch shall be supplied by bidder.	
11	Software Features	Routing Protocols and General Router Features	
		RIP V1 and RIPv2, L2TP, PAT, OSPF, BGP	
		802.1d Spanning Tree Protocol (STP), DHCP,	
		Access Control List (ACLs), Generic Routing Protocol (GRE)	
		Dynamic DNS Support	
		Support for 802.1q VLANs, Demilitarized Zone (DMZ)	
		Support for Multi Routing Protocol	
		Support for IPv6 Features	
		Layer 2 Tunneling Protocol (L2TP)	
		Layer 2 Tunneling Protocol Version 3 (L2TPv3)	
		Dynamic Host Configuration Protocol (DHCP) server, relay, and client	
		DNS Spoofing	
		IPv4 and IPv6 Multicast	
		Open Shortest Path First (OSPF)	
		Border Gateway Protocol (BGP)	
		Next Hop Resolution Protocol (NHRP)	
Bidirectional Forwarding Detection (BFD)			
12	Security Features	Secure Sockets Layer (SSL) VPN for secure remote access	
		Public Key Infrastructure (PKI) Support, IPSec Stateful Failover, Network Address Translation (NAT) Transparency	
		SSL VPN for Secure Remote Access, Point-to-Point Tunneling Protocol Passthrough, L2TP pass through	
		Hardware-accelerated DES, 3DES, AES 128, AES 192, and AES 256	
		NAT transparency	

		Tunnel-less Group Encrypted Transport VPN	
		IPsec over IPv6	
		Session Initiation Protocol (SIP) application-layer gateway	
		Advanced application inspection and control	
		Secure HTTP (HTTPS), FTP, and Telnet Authentication Proxy	
		Dynamic and static port security	
13	Switching Requirement	MAC Filtering	
		Switched Port Analyzer (SPAN)	
		Storm Control	
		Secure MAC Address	
		Minimum 14 802.1q VLANS	
		Internet Group Management Protocol Version 3 (IGMPv3)	
14	Additional Features	Stateful Packet Inspection, MAC address filtering	
		Content Filtering, Firewall protection , Class –Based Weighted Fair Queuing(CBWFQ), Weighted Random Early Detection(WRED), MPLS Support, NetFlow,WSMA,Syslog	
		Class Based Traffic Shaping (CBTS), Class Based Traffic Policing (CBTP), Class Based QoS MIB	
		Weighted Pair Queuing (WFQ), Class- Based WFQ, Low Latency Queuing	
15	Compliant Standards	IEEE 802.1Q , IEEE 802.1x , IEEE 802.1D, support IEEE 802.3af , IEEE 802.1Q , IEEE 802.3ah , ITU-T G.824 , ITU-T G.823	
16	Warranty	Minimum Three Years Warranty. (Warranty Assurance Letter must be submitted)	

Technical Specification of Access Switch

Particulars	Minimum Requirement	Remarks
Brand	To be Mentioned by Vendor	
Model	To be Mentioned by Vendor	
Form factor	Rack Mountable with Rack Mounting Kit	
10/100/1000 Ethernet ports	24 and 48 Ports or more as per the quantity mentioned above.	
Uplink Interfaces	2 GE optical SFP ports or more SFP Ports	
FlexStack-Plus and FlexStack-Extended capability	Must be supported.	
Maximum stacking number	8 or more	
Stack bandwidth	80G or more	
Forwarding Performance	70 Mpps or more	
Forwarding Bandwidth	100 Gbps or more	
Switching Bandwidth	200 Gbps ore more	
RAM	512MB or more	
Flash Memory	128MB or more	
Maximum active VLANs	1000 or more	
Maximum Ether Channel support	24 or more	
Manageable	Yes	
Bandwidth Provisioning	Must Support B/W Provisioning. Must be able to distribute B/W per port/ VLAN to different client/ Department	
CPU	Dual core or better	
MAC Address Table Size	16K or more	
Status Indicators	Per-port status: Link integrity, disabled, activity, speed, and full duplex System status: System, Stack link status, link duplex, and link speed	
Console ports	USB (Type-B), Ethernet (RJ-45)	
Stacking	There should be an option.	
Compliant Standards	IEEE 802.1D Spanning Tree Protocol	
	IEEE 802.1p CoS Prioritization	
	IEEE 802.1Q VLAN	
	IEEE 802.1s, IEEE 802.1w, IEEE 802.1X, IEEE 802.1ab (LLDP)	
	IEEE 802.3ad, IEEE 802.3af and IEEE 802.3at	
	Jumbo Frames	
	VLANS, Voice Vlan	
	VTPv2, CDPv2, PVST/PVST+, 802.1W/802.1S, Port Fast/Uplink Fast Scheduling, Priority Queuing, Weighted Tail Drop, DSCP transparency	
Network security	SSH, SSL and SCP	
	RADIUS and TACACS+	
	SNMPv3 crypto	
	802.1x Accounting / MIB, 802.1x w/ port security, 802.1x w/Voice VLAN, 802.1x Guest VLAN, 802.1x VLAN assignment, 802.1x MAC-Auth Bypass	
	BPDU/Root Guard	
	Port Security	
	Private VLAN Edge	
	Storm Control	
	Block unknown unicast and multicast	

	IGMP Snooping, IGMP Filter/Throttle	
Industry Standards	The proposed solution must be in the 'Leaders' Quadrant of the latest Gartner's Magic Quadrant for Wired and Wireless LAN	
Accessories	Necessary accessories like Power cord, patch cord etc. whatever required for installation, commissioning and operation of required access switch shall be supplied by bidder.	
Documentation	Manual or Brochures in English of proposed product must be submitted along with bid.	
Warranty	Minimum 3 years warranty. (Warranty Assurance Letter must be submitted)	

Technical Specification of Firewall

Particulars	Minimum Requirement	Remarks
Brand	To be Mentioned by Vendor	
Model	To be Mentioned by Vendor	
Interfaces	8 x 1 Gigabit Ethernet interface, 1 dedicated management port	
Manageable	Yes	
Serial Port	1 RJ-45 and Mini USB console	
Memory	4 GB or Higher	
Flash	8 GB or Higher	
Features	VLAN support, VPN support, firewall protection, Remote VPN, centralized management, Advance Malware Protection, Antivirus, Spam detection, Email Protection, Application Visibility and Control (AVC), DDos attack prevention, URL filtering, clustering technology	
Performances	Inspection throughput: at least 750 Mbps Multiprotocol firewall throughput: 300 Mbps or higher Connection rate: 5000 connections per second or higher Application control (AVC) throughput: 200 Mbps or higher Application control (AVC) and IPS throughput: 125 Mbps or higher VPN throughput (3DES/AES): 100 Mbps or higher Application control (AVC) or IPS sizing throughput: at least 90 Mbps	
VPN Peers	50 or higher	
VLANs	5/30 or more	
Number of URLs categorized	More than 280 million	
Maximum site-to-site and IPsec IKEv1 client VPN	10 or more	

Encryption Algorithm	At least Advanced Encryption Standard (AES), Rivest Cipher 4 (RC4), RC5, RC6, Data Encryption Standard (DES), Triple DES and Two fish or higher	
Number of remote access/SSL VPN (concurrent) users	At least 50 or more	
Accessories	Necessary accessories like Power cord, patch cord etc. whatever required for installation, commissioning and operation of required access switch shall be supplied by bidder.	
Subscription	At least 1 year license subscription of essential features for DC protection.	
Warranty	Minimum 3 years warranty. (Warranty Assurance Letter must be submitted)	

Technical Specification of Indoor and Outdoor Network Cabling

Particulars	Minimum Requirements	Remarks
Brand	To be Mentioned by Vendor	
Model	To be Mentioned by Vendor	
Electrical Performance	Certified channel performance in a 4-connector configuration up to 100 meters or higher and meets ANSI/TIA-568-C.2 Category 6 standard at swept frequencies up to 250MHz or higher	
PoE Compliance	Meets IEEE 802.3af and IEEE 802.3at for PoE applications	
Cable Jacket	Plenum – low smoke, flame-retardant PVC Riser – flame-retardant PVC	
Features	Third Party tested, Descending length cable markings, Tested beyond the standard: Cable should have characterized to 350 MHz, 100 MHz above the standard	
Supporting applications	Ethernet 10BASE-T, 100BASE-T (Fast Ethernet), 1000BASE-T (Gigabit Ethernet), 10GBASE-T (10 Gigabit Ethernet over limited distances as specified in the industry 10GBASE-T standards	
Minimum Bend Radius	4 x cable diameter	
Operating Voltage	Maximum 80V	
Minimum Transmission Speed	100m with 1 Gbps or higher, 37-55m with at least 10 Gbps	
Connector Type	RJ45 with boot plug cover	
Warranty	Minimum 3 years warranty. (Warranty Assurance Letter must be submitted)	

Note:

- The Installation of Network Equipment as well as Cable wiring (both indoor and outdoor) of all buildings specified in TLMN N/W Architecture to be done at Anandaban Hospital (Tikabhairab/ Lele) as well as in Patan Clinic (Talchikhel, Lalitpur).
- Installation, commissioning, configuration, deployment, and documentation as per TLM Nepal Network Architecture.
- Network Architecture and Implementation detail shall be shared only for the selected vendor.
- New equipment installation should not affect the day-to-day existing operation of internal servers from different departments, different branch offices. Existing Server Systems, Bio-metric System, APs etc. should work in new system as it was before.
- Bidder must present 1 IT Project Manager.
- Bidder must configure every Network Equipment only in presence of TLMN IT Officer.
- At least 7 days training for 1 Engineer to operate networking equipment by the vendor.
- Installation to Documentation with Training should be completed within 30 days after delivery of the order.
- All above mentioned features, Protocols, Capacity must be usable and not bound by any recurring cost license except for firewall.
- Vendor should include all necessary cables, connectors including RJ45, RJ45 Cable Connector Boot plug cover etc.
- Bidder must have experienced and well qualified technical manpower (engineers, Overseers & Technician) so that they could be able to provide technical support.
- Prompt support at any time on call in case of problems occurred through the warranty period.
- Guarantee/ warranty mentioned above in equipment list should be accordingly, otherwise must be minimum 3 years.
- Warranty letter of all products must provide in OEM letter head duly signed and original copy of document must be submitted by OEM for cross check verification, Submitted document is only treated as valid in tender process.
- In case of problem occurred within warranty period must be solved within 24 hours and prompt support at any time on emergency.
- The selected vendor should provide at least 1 year of Technical Support and Annual maintenance service.

Inspection and Test

A Technical Committee will be formed by TLM Nepal with appropriate number of experts in the related field. The committee will conduct all or some of the following activities to verify the compliance of the offered goods and service as per specifications.

- TLM Nepal shall have the right to inspect and or to test the Goods to confirm to the Technical Specification.
- Any inspected or tested goods after delivery fail to confirm with the specifications, TLM Nepal will reject the goods and the services, and the supplier shall replace it with the required specification at no cost within one month.

Terms and Conditions

GOVERNOR'S EXECUTIVE ORDER

Bidders should complete the Disclosure Forms issued with this competitive bid.

RECORD RETENTION

The Contractor shall be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting.

Financial and accounting records shall be made available, upon request, to the TLMNs' designee(s) at any time during the contract period and any extension thereof, and for two (2) years from expiration date and final payment on the contract or extension thereof.

RESERVATION

This CB does not commit the TLMN to award a contract(s), to pay costs incurred in the preparation of a bid in response to this request, or to procure or contract for commodities or services.

PRIME CONTRACTOR RESPONSIBILITY

The selected vendor will be required to assume prime contractor responsibility for the contract and will be the sole point of contact with regard to all mentioned commodities, services and support.

CONDITIONS OF CONTRACT

The successful bidder(s) shall at all times observe and comply with TLMN procurement manual, financial manual, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of the work. The successful bidder(s) shall indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the successful bidder.

STATEMENT OF LIABILITY

The TLMN will demonstrate reasonable care but shall not be liable in the event of loss, destruction, or theft of contractor-owned items to be delivered or to be used in the installation of deliverables. The vendor(s) is required to retain total liability until the deliverables have been accepted by the "authorized TLMN official." At no time will the TLMN be responsible for or accept liability for any vendor-owned items.

DELEGATION AND/OR ASSIGNMENT

The vendor shall not assign the contract in whole or in part or any payment arising there from without the prior written consent of the Agency Procurement Official. The vendor shall not delegate any duties under this contract to a subcontractor unless the Agency Procurement Official has given written consent to the delegation.

ACCEPTANCE STANDARDS

Inspection and acceptance/rejection of product(s) shall be made within 30 days of receipt. The agency shall have the option to return any product(s) within the 30 day timeframe for any reason. Bid must include a "total satisfaction" return policy for all products and shall not impose any liability on the TLMN for such returns.

PROCUREMENT FROM SECOND ALTERNATIVE VENDOR

Goods or services shall be procured from the alternative vendors (identified from the annual competitive bidding process) in the following conditions:

- a. If the selected vendor fail to deliver the prescribed goods or service in the prescribed timeframe
- b. If fail to deliver the prescribed quality of goods and such goods shall be returned back and immediately the Purchase Order shall be issued to the second alternative vendor.
- c. If it is found that the regulatory requirement has not been fulfilled and government has suspended the business.
- d. If there is real or apparent conflict of interest with the staffs of the TLM Nepal involve in the procurement process

Provided prior notification shall be provided along with reason on cancellation of the already issued purchase order. Similarly, if there is the genuine and beyond his/her control reason for being delayed it shall be considered by the competent authority in exceptional cases.

EXPERIENCES:

The applicant should have the experiences of at least of 2 years satisfactory services of supply of goods or services to similar natured various organizations.

STANDARD TERMS AND CONDITIONS

1. **GENERAL:** Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by The Leprosy Mission Nepal.
2. **ACCEPTANCE AND REJECTION:** The State reserves the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the TLMN.
3. **BID SUBMISSION:** Bids must be submitted to the TLMN on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid must be typed or printed in ink but should not be overwrite on the text. If it required, it should be clearly mentioned over or under it by striking out the text and sign it accordingly The signature must be in ink printed name. Each page should be signed and affix with the office seal. Unsigned or unprinted name bids will be disqualified. The person signing or name printed the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances. Any intended vendor could participate for more than one categories of the goods or services as mentioned in the bid notice, but bid document should be separately submitted in the prescribed form.
4. **PRICES:** Bid unit price in destination. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the bid invitation. Unless otherwise specified, the bid must be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the bid invitation.
5. **QUANTITIES:** Quantities stated in term contracts are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. TLMN may order more or less than the estimated quantity depends upon the actual consumption of the goods.
6. **BRAND NAME REFERENCES:** Any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The TLMN reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the TLMN may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.
7. **GUARANTY:** All items bid shall be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. **SAMPLES:** Samples or demonstrators, when requested, must be furnished free of expense to the TLMN. Each sample should be marked with the bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination, they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular supply. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.
10. **AMENDMENTS:** The bid cannot be altered or amended after the bid opening except as permitted by regulation.

11. **TAXES AND TRADE DISCOUNTS:** Do not include taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
12. **AWARD: Term Contract:** A contract award will be issued to the successful bidder. It results in a binding obligation without further action by either party. Transportation is authorized by the receipt of a purchase order from the ordering agency. A written TLMN purchase order authorizing supplier will be furnished to the successful bidder.
13. **LENGTH OF CONTRACT:** The contract will expire at last day of warranty.
14. **DELIVERY ON FIRM CONTRACTS:** The invitation for bid will show the number of days to place a commodity in the ordering agency's designated location under normal conditions with official purchase order firm. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The TLMN has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.
15. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the TLMN. Delivery shall be made during agency work hours only 8:30 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
16. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
17. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the Agency to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to TLMN valid reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.
18. **VARIATION IN QUANTITY:** TLMN assumes no liability for commodities produced, processed or shipped in excess of the amount specified on TLMN purchase order.
19. **INVOICING:** The contractor shall be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order, where itemized in the invitation for bid, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary TLMN. Invoices must be sent to the "Invoice To" point shown on the purchase order.
20. **PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the TLMN, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the Delivery point properly identifying what is being returned.
21. **PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the TLMN harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
22. **ASSIGNMENT:** Any contract entered into pursuant to this invitation for bid is not assignable nor the duties there under delegable by either party without the written consent of the other party of the contract.
23. **ZERO TOLERANCE POLICY:** TLM Nepal has adopted the policy of "Zero tolerance in fraud, terrorist financing, money laundering and corruption". If any vendor is found for involving in fraud, terrorist financing, money laundering and corruption the contract shall be immediately terminated.
24. **OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the TLMN have the right to pursue any other remedy permitted by law or in equity. However, nothing in any contract shall be deemed or construed as the TLMN's waiver of its right of sovereign immunity.
25. **LACK OF FUNDS:** The TLMN may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the TLMN. If the TLMN is unable to return the commodities in normal condition and contractor may file a claim with the TLMN. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.
26. **DISCRIMINATION:** In order to acquisition of suppliers, there is no any types of discrimination.

27. CONTINGENT FEE: TLMN will not charge any fees to this bidding form. The bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.

28. DISCLOSURE: Failure to make any disclosure required by TLMN, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

Declaration:

I confirm that I have read, understand and agree to the above policy and procedure to participate for the bidding procedure for the regular supply of goods and services.

Similarly, it is hereby declared that the information and documentation provided are true and correct to the best of my knowledge, if any information or document found false or incorrect, I am fully liable for the misconduct as per the law of land.

Signature:

Name (Key authorized person):

Title:

Date:

Address:

Office Seal:

Note: Every page should be signed along with office seal

