

SHOPPING FOR GOODS

REQUEST FOR QUOTATION (RFQG)

Project Title: **Grant 0252-NEP: Capital Market and Infrastructure Capacity Support Project**
Source of Funding: **ADB**
Contract Ref: **MOF- CM&ICSP-RFQG -NCB-04/075-76**

Date of Issue of Request: **14th June, 2019**

To: _____

Sir/Madam:

1. The Ministry of Finance hereby requests you to submit price quotation(s) for the supply of the following items:
- a) **Antivirus License**
 - b) **Secure Sockets Layer (SSL) license**
 - c) **Databack up Solution System**

Note: The details Specification are in Annex I.

If you, however, have been associated with the firm that prepared the design, and specifications of the contract that is subject of this procurement, you shall be disqualified.

To assist you in the preparation of your price quotation we enclose the necessary technical specifications and required quantities.

2. You must quote for all the items under this request. Price quotations will be evaluated for all the items together and contract awarded to the firm offering the lowest evaluated total cost of all the items.
3. You shall submit one original of the Price Quotation with the Form of Quotation, and clearly marked "Original". In addition, you shall also submit one copy marked as "COPY". In case of any discrepancy between the Original and Copy, the original shall prevail. Your quotation in the attached format should be signed, sealed in an envelope and addressed to and delivered to the following address:

Purchaser's Address : Ministry of Finance, Singha Durbar Kathmandu
Telephone : 01-4211361, 01-4211301
Fax : 01-421164
Email: : procurement@mof.gov.np

4. Your quotation in duplicate and written in **English** language, should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information in **English** language for each item quoted, including names and addresses of firms providing after-sales service facilities in **any country**.
5. The deadline for receipt of your quotation (s) by the Purchaser at the address indicated in Paragraph 3 is:
23rd June, 2019 (10 days within issue of request) Time: 12:00 PM
6. You shall submit only **one set of quotations** for the above items. Your quotation must be typed or written in indelible ink and shall be signed by you or your authorized representative. Without a signature in your Form of Quotation, your quotation will not be considered further.
7. Your quotation(s) should be submitted as per the following instructions and in accordance with the attached form of Contract. The attached Terms and Conditions of Supply is an integral part of the Contract.
- (i) **PRICES:** The prices should be quoted for supply and delivery to **Ministry of Finance, Singha**

Durbar Kathmandu. Prices shall be quoted in the currency of the Purchaser.

(ii) EVALUATION OF QUOTATIONS: Offers determined to be substantially responsive to the technical specifications will be evaluated by comparison of their prices. An offer is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in this Request for Quotation, and it will not be considered further. The Purchaser will evaluate and compare only the quotations determined to be substantially responsive. In evaluating the quotations, the Purchaser will adjust for any arithmetical errors as follows:

- (a) where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and
- (c) if a Supplier refuses to accept the correction, his quotation will be rejected.

In addition to the quoted price, the evaluated price shall include all necessary Taxes i.e. Custom, Excise & Value Added Tax (VAT) in Nepal.

(iii) AWARD OF PURCHASE ORDER. The award will be made to the bidder offering the lowest evaluated price and that meets the required standards of technical and financial capabilities. The successful bidder will sign a Contract as per attached form of contract and terms and conditions of supply.

(iv) VALIDITY OF THE OFFER: Your quotation(s) should be valid for a period of **thirty (30)** days from the deadline for receipt of quotation(s) indicated in Paragraph 5 of this Request for Quotation.

(v) If you withdraw your quotation during the validity period and/or refuse to accept the award of a contract when and if awarded, then you will be excluded from the list of suppliers for the project for two years.

8. Further information can be obtained from:

Procurement Unit, Ministry of Finance
Ministry of Finance, Singha Durbar Kathmandu
Telephone: 01-4211361, 014211301
Fax: 01-4211164
E-mail: procurement@mof.gov.np

9. The bidder whose quotation has been accepted will be notified of the award of contract through the Letter of Acceptance issued by the Purchaser within **15** days from the date of submission of quotation.

10. The Purchaser intends to apply funds from the Asian Development Bank (ADB) for eligible payments under the Purchase Order resulting from this RFQ.

11. Under ADB's Anticorruption Policy bidders shall observe the highest standard of ethics during the procurement and execution of such contracts. ADB will reject a proposal for award, and will impose sanctions on parties involved, if it determines that the bidder recommended for award or any other party, has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, the Contract. At the time of submission of your quotation, you should not be in ADB's sanctions list.

12. Please Confirm by fax/e-mail the receipt of this request and whether or not you will submit the price quotation(s).

Sincerely,

Procurement Unit
Ministry of Finance



FORM OF QUOTATION (To be filled by Bidder)

To: _____ (Purchaser's Name)
 _____ (Purchaser's Address)

We offer to execute the _____ (name and number of Contract) in accordance with the Conditions of Contract accompanying this Quotation for the Contract Price of _____ (amount in words and numbers) _____ (name of currency). We propose to complete the delivery of Goods described in the Contract within the following Delivery Time from the Date of Signing of the Contract.

Prices and Schedules for Supply

S.N	Item ID	Description	Units	Quantity	Unit Price	Unit Total Price(Quantity * Unit Price)
1	Antivirus License	Server Version	Set	50 users		
2	Secure SocketsLayer License	Secure Sockets Layer License	Set	2		
3	Databack up Solution System	Enterprise grade Data Backup Software for Data Center	Set	1		
					Sub Total	
					VAT 13%	
					Grand Total	
In word:						

Note: In addition, the quoted price from the bidders should contains all necessary Taxes i.e. Custom, Excise & Value Added Tax (VAT) in Nepal.

This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Offer and Warranty conditions imposed by the Request for Quotation document and the Terms and Conditions of Supply, respectively.

We have not been associated with the firm that prepared the design and specifications of the contract that is subject of this request for quotation.

We are not in the ADB sanctions list.





Authorized Signature: _____

Name and Title of Signatory _____

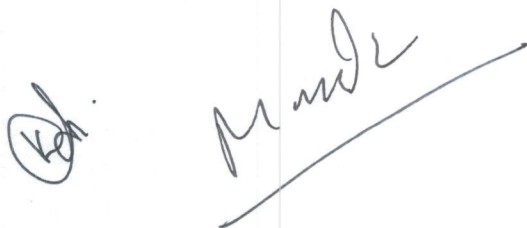
Name of Supplier: _____

Address : _____

Phone Number : _____

Fax Number, if any _____

Email address (optional) _____

The image shows two handwritten signatures. The first is a small, circular mark containing the letters 'KH'. The second is a larger, more stylized signature that appears to read 'M. M. D.' followed by a long horizontal line.

FORM OF CONTRACT

(AT TIME OF CONTRACT)

THIS AGREEMENT number *MOF-CM&ICSP-RFQG-04/075-76* made on between *Capital Market and Infrastructure Capacity Support Project* (hereinafter called "the Purchaser") on the one part and (hereinafter called "the Supplier") on the other part.

WHEREAS the Purchaser has requested for quotation for (description of goods) to be supplied by Supplier, viz. Contract *MOF-CM&ICSP-RFQG-04/075-76*, (hereinafter called "Contract") and has accepted the Quotation by the Supplier for the supply of goods under Contract at the sum of (.....) hereinafter called "the Contract Price".

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

4. The following documents shall be deemed to form and be read and construed as part of this agreement, viz:
 - c) Form of Quotation; Terms and Conditions of Supply, Technical Specifications;
 - d) Addendum (if applicable);
5. Taking into account payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby concludes an Agreement with the Purchaser to execute and complete the supply of goods under the Contract and remedy any defects therein in conformity with the provisions of the Contract.
6. The Purchaser hereby covenants to pay, in consideration of the acceptance of Contract, supply and delivery of the goods and remedying of defects therein, the Contract Price in accordance with Payment Conditions prescribed by the Contract.


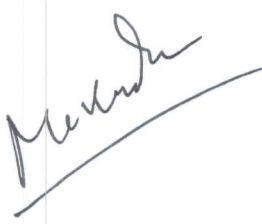
IN WITNESS whereof the parties hereto have executed the Contract under the laws of (country of Purchaser) on the date indicated above.

Signature and seal of the Purchaser:
For and on behalf of

Signature and seal of the Supplier:
For and on behalf of

Name of Authorized Representative

Name of Authorized Representative

TERMS AND CONDITIONS OF SUPPLY

Project Name: **Grant 0252-NEP: Capital Market and Infrastructure Capacity Support Project** Purchaser:
Ministry of Finance

2. Schedules for Supply

S.N	Item ID	Description	Units	Quantity	Delivery Time
1	Antivirus	Server versions	Set	50 users	10 Days
2	Secure Sockets Layer License	Secure Sockets Layer License	Set	2	
3	Databack up Solution System	Enterprise grade Data Backup Software for Data Center	Set	1	

2. Fixed Price: The prices indicated in the Form of Quotation are firm and fixed and not subject to any adjustment during contract performance.
3. Delivery Schedule: The delivery should be completed as per above schedule but not exceeding **10 days** from the date of signing of contract.
4. Insurance: The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. The insurance shall be in an amount equal to 110 percent of the value of the Goods on "All risks" basis.
5. Applicable Law: The Contract shall be interpreted in accordance with the laws of the Purchaser's country.
6. Resolution of Disputes: The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled in accordance with the provisions of rules of the Purchaser's country.
7. Delivery and Documents: Upon delivery, the Supplier shall provide the following documents to the Purchaser:
 - (iv) copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount;
 - (v) manufacturer's or supplier's warranty certificate; and
 - (vi) certificate of origin.

If goods are coming by courier, supplier shall also provide prior to delivery, copies of documents that will enable Purchaser to receive the goods. The above documents shall be received by the Purchaser at least one week before arrival of the goods and, if not received, the Supplier shall be responsible for any consequent expenses.
8. Payment: Payment of the contract price shall be made in the following manner:
 - a) 100% upon receipt by the Purchaser of the delivered goods on site in accordance with the contract and upon acceptance of the delivered goods by the Purchaser.
9. Warranty: Goods offered should be covered by manufacturer's warranty for at least 12 months from the




date of delivery to the Purchaser.

10. Defects: All defects will be corrected by the Supplier without any cost to the Purchaser within 30 day from the date of notice by Purchaser. The name and address of service facility where the defects are to be corrected by the supplier within the warranty period are:

Facility _____

Address _____

11. Force Majeure: The supplier shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an events beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but not restricted to, act of Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

12. Required Technical Specifications:

(ii) Specific details and technical standards

Note: For the details Specification refer to Annex I.

Supplier confirms compliance with above specifications.

13. Failure to Perform: The Purchaser may cancel the Agreement if the Supplier fails to deliver the Goods, in accordance with the above terms and conditions, in spite of a 14-day notice given by the Purchaser, without incurring any liability to the Supplier.

NAME OF SUPPLIER: _____

Authorized Signature : _____

Place: _____

Date : _____

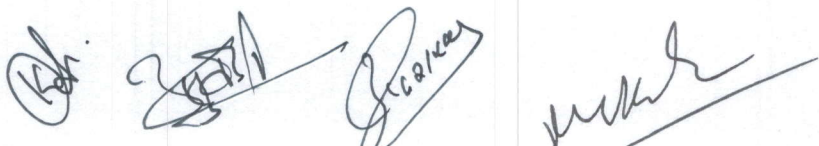
Annex I

1. Technical Specifications for Backup, Antivirus and SSL license

Backup

Context : CISCO Server, EMC storage, EMC Data and Hyper V platform (Amar sir Please insert detail data)

1. The proposed Backup Solution shall be available on various OS platforms such as Windows and UNIX platforms and be capable of supporting SAN based backup using client footprint instead of media server footprint from various platforms including IBM AIX, HP-UX, Linux, Solaris and Windows.
2. Proposed backup solution shall have same GUI across heterogeneous platform to ensure easy administration.
3. The proposed Backup Solution shall support tape Mirroring running concurrently with primary backup.
4. The proposed backup solution must support standalone tape drive and should not be license feature.
5. The proposed Backup Solution supports the capability to write up to 32 data streams to a single tape device or multiple tape devices in parallel from multiple clients to leverage the throughput of the Drives using Multiplexing technology.
6. The proposed backup solution shall allow creating tape clone facility after the backup process which can have different retention policy than first backup set.
7. The proposed Backup Solution has in-built calendar based scheduling system and supports Clustering the Backup Server on Windows, Linux and UNIX.
8. The backup software must use an open format (TAR) for writing backup data to tapes, so that native OS tools can also be used to recover in case the backup application is not available. It will also allow the data backup from one Unix platform to be restored on another platform.
9. The proposed Backup Solution has in-built media management and supports cross platform Device & Media sharing in SAN environment. It provides a centralized scratched pool thus ensuring backups never fail for media.
10. Backup software must support open file backup for Windows & Linux/Unix environment.
11. Backup Software is able to rebuild the Backup Database/Catalog from tapes in the event of catalog loss/corruption.
12. The proposed Backup Solution must support online backup for different type of databases; including Informix, DB2, Oracle, MS SQL, Sybase, MySql, Postges etc.
13. Backup solution shall support Block level incremental backup of Oracle.
14. Backup software shall also support Microsoft Share point Portal server
15. The backup solution must provide file backup, Bare Metal restore, deduplication, encryption, database online backup, etc with single agent. Multiple agents/clients should not be installed in server to achieve above features.
16. The Proposed backup solution shall provide granularity of single file restore.



17. The Proposed backup solution shall be designed in such a fashion so that every client/server in a SAN can share the robotic.
18. Backup solution must support LAN free backups of clients by using the client footprint. There should not be any need of installing or configuring clients as Media servers/ Storage Server on the client which takes more server resources for backups.
19. Backup Solution shall be able to copy data across firewall.
20. Backup Solution must support SAP backup with BRtool integration for backend Oracle & MAXDB data base.
21. Backup Solution shall support automatic skipping of backup during holidays.
22. Backup solution must have option of immediate recovery/restoration of Virtual machine directly from backed up disk destination.
23. Backup solution must have integration with Vcentre for virtual machine backup reporting.
24. Backup software must support single pass backup in vSphere; it means single backup should be sufficient to restore the whole VMDK image or single file.
25. Backup Solution must support fast/accelerate backup where unchanged blocks should not be scanned in both virtual environment (ESX) and physical environment running heterogeneous platform (Linux & Windows) for flat file backup.
26. Backup solution must have inbuilt data replication feature independent of hardware for creating multiple copy at different locations with different retention.
27. Backup solution must have deduplication feature which can be used with any supported disk hardware.
28. Backup solution must support client, media and target level deduplication. Client deduplication must have database intelligence on MS SQL, Oracle, DB2 and furthermore on all databases as per OEM backup supportability guide
29. Backup solution shall not have any special disk (SSD) requirement for Deduplication
30. Backup solution must have integration with System Center Virtual Machine Manager (SCVMM) for Hyper-V virtual machine recovery.
31. Proposed backup solution must support ESX backup in non-windows environment, even without the need of windows backup server. There should not be any limitation from media server on supporting number of ESX/virtual guest host per media server
32. Backup software must have inbuilt backup image replication feature for creating multiple copy at different locations for DC-DR requirements and should be configurable through single parent policy.
33. Backup Solution must have Auto protected VM option within ESX.

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34. Backup solution must have network resilience feature with WAN optimization; which can be used for remote site backup in case of low bandwidth. It should not be at extra cost and must be without the need of specific vendor hardware.
35. Backup software must have fast backup option to reduce backup window in virtual & non virtual environment. It should not be at additional cost and support all major platforms like Windows, Linux & Unix.
36. Backup solution to support Bare Metal Restore to help P2P, P2V, V2V conversion.
37. Instant VM recovery for VMWARE vSphere VM to reduce downtime in case of failed VM restoration from Backup.
38. Single patch upgrade for backup software, backup appliance, file system, security updates
39. Backup solution to support Cloud storage as Backup Target. Viz Amazon S3, Google Neardrive.
40. Backup solution to leverage OST (Open Storage Technology) supported storage features during backup.
41. It should support intelligent policy for VMWARE and HyperV VMs (Discovery and Load Balancing)
42. The products shall belong to the leader's quadrant in the Gartner Magic Quadrant.

Secure Sockets Layer

Background:

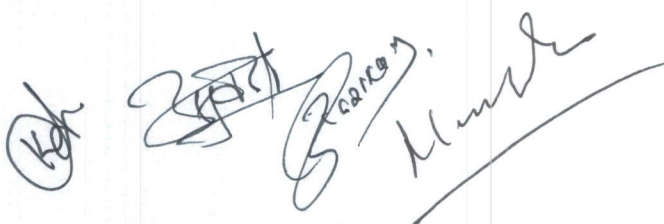
SSL (Secure Sockets Layer) is a standard security protocol for establishing encrypted links between a web server and a browser in an online communication.

The usage of SSL technology ensures that all data transmitted between the web server and browser remains encrypted.

An SSL certificate is necessary to create SSL connection. You would need to give all details about the identity of your website and your company as and when you choose to activate SSL on your web server. Following this, two cryptographic keys are created - a Private Key and a Public Key.

SSL/TLS Certificate

SSL or TLS (Transport Layer Security) certificates are data files that bind a cryptographic key to the details of an organization. When SSL/TLS certificate is installed on a web server, it enables a secure connection between the web server and the browser that connects to it.

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Technical Specification of SSL:

S.N.	Recommended SSL	Support website eg.	Example of website that it may support	Remarks
1	Wild Card Certificate	*.pdmo.gov.np *.doms.gov.np	<i>Note: It supports all sub domain of pdmo in future if required by pdmo.</i>	1.All the public IP and intenal IP must be resolved in virtual directory 2.Supports IIS Server, LAMP, WAMP, Cpanel, Apache, TomCAT, Wordpress and almost all web application servers

Antivirus

SN	Description of Items	Required Specification	Bidders Offered
1	Brand/Model	Should be specified by the bidder	
2	Country of Origin	Should be specified by the bidder	
3	Version	Server Version	
4	Users	50 Users or more	



5	Features	<p>To view or modify system access rights when connecting to the remote server via administration console from local user account, the following conditions should be met;</p> <p>---local user account should be created on the computer with administration console;</p> <p>--password for local user account should coincide with password of local user account on the protected server;</p> <p>---local user account should be part of the Administrators group on the computer with administration console. "</p>	
		<p>When the "Object deleted" and "Object disinfected" events are published on Administration Server during performance of on-demand scan tasks, the events miss the field containing the account should to start the corresponding task.</p>	
		<p>If Administration Server scans the updates received from the source prior to their distribution, then the application database updates should be for Windows Servers Enterprise Edition, the application modules are not checked for consistency of received updates.</p>	
		<p>scalability and performance settings:erver load by changing the maximum number of processes used by Anti-Virus tasks. While tan increased number of processes improves the antivirus tasks should be performance application fault-safety and increases the server load.</p>	
6	Warranty	1 Years Supports Service Warranty	

