



EMBASSY OF INDIA

BC Presidential Plaza, 9th Floor, 62A
Kosmonavtov Street, Astana, Kazakhstan
Tel: (951) 391219, 243972, 388412
Fax: (951)254086,250164, 388414
Email: hoc.astana@mea.gov.in

No. 0204/CALL Lab/DDF/IATT

20 July 26

NOTICE INVITING TENDER (NIT)

Subject: ESTABLISHMENT OF COMPUTER AIDED LANGUAGE LEARNING LAB AT NATIONAL DEFENCE UNIVERSITY, ASTANA, KAZAKHSTAN

The Embassy of India, Kazakhstan invites Technical and Financial Bids from authorised dealers/ contractors, reputed, experienced and financially sound companies, firms ("The Vendor") for **Establishment of Computer Aided Language Learning Lab at National Defence University, Astana, Kazakhstan.**

1. The representatives of interested vendors may submit their proposals / rate quotations.
2. Tender documents can be downloaded from the Embassy's website: <https://embassyofindia.gov.in/> CPP Portal: www.eprocure.gov.in. Details can also be collected from Attache (Administration), Tel + 7 7172-925 700 or admn.astana@mea.gov.in.

2.1.	Date of publishing NIT	:	20.07.2026
2.2.	Pre-Bid Meet	:	27.07.2026
2.3.	Last date of submission of Tender	:	10.08.2026 (1500 Hrs)
2.4.	Opening of Technical Bid	:	14.08.2026 (1100 Hrs)
2.5.	Opening of Financial Bid	:	17.08.2026 (1100 Hrs)

3. Technical and Financial Bid must be submitted separately in a sealed envelope clearly superscribed **"TECHNICAL BID FOR ESTABLISHMENT OF COMPUTER AIDED LANGUAGE LEARNING LAB AT NATIONAL DEFENCE UNIVERSITY, ASTANA, KAZAKHSTAN"** and **"FINANCIAL BID FOR ESTABLISHMENT OF COMPUTER AIDED LANGUAGE LEARNING LAB AT NATIONAL DEFENCE UNIVERSITY, ASTANA, KAZAKHSTAN"** along with all relevant documents addressed to the "Head of Chancery, Embassy of India, BC Presidential Plaza 9th Floor 62A Kosmonavtov street, Astana, Kazakhstan.". Financial Bid submitted in a separate sealed envelope would be opened in respect of only those Bidders, whose Technical Bids have been found meeting the required specifications at the Technical Bid evaluation stage. A bid sent through Fax or mail will not be accepted.

4. For any queries/ clarifications, e-mail may be sent to:
hoc.astana@mea.gov.in or **admn.astana@mea.gov.in**.

5. **Earnest Money Deposit (EMD).**

5.1. Each Technical Bid shall be accompanied by an Earnest Money Deposit (EMD) of USD 1000 (US Dollar One Thousand Only only).

5.2. EMD must be deposited in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public or private sector banks in favour of "**Head of Chancery, Embassy of India, Astana**" on or before the last date of submission of bids.

5.3. EMD is to remain valid for a period of 45 days beyond the final bid validity period.

5.4. EMD must be attached with Technical Bid only, without which the bid shall stand rejected.

5.5. Any bidder eligible for EMD exemption as per the latest GOI rules should enclose EMD Exemption self-certification along with all supporting documents and relevant authority under which they seek exemption. The same will be verified at TEC stage.

5.6. The EMD amount will not fetch any interest.

5.7. The EMD should be payable at Astana only.

5.8. Earnest money will be forfeited:

5.5.1. The EMD will be liable to be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect during the period between the deadline for submission of bids and expiry of the bid validity period.

5.5.2. In case of the successful bidder, if the bidder fails to sign the contract.

6. **Refund of Earnest Money Deposit (EMD).**

6.1. Refund of EMD to the unsuccessful bidders shall be made after signing of the contract with successful bidder.

6.2. EMD of successful bidder shall be refunded after award of the contract and deposit of Performance Guarantee @ 5% of the total contract value.

7. **Performance Guarantee (PG).**

7.1. The successful bidder shall be obliged to deposit an amount equivalent to 5% of the value of the contract in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public or private sector banks in favour of "**Head of Chancery, Embassy of India, Astana**".

- 7.2. Successful bidder will deposit PG within 10 working days of award of contract.
- 7.3. The PG shall remain valid for a period of 60 days beyond the completion of all contractual obligations of the bidder including the Warranty Period and Annual Maintenance Period (if any).
- 7.4. After successful completion of all contractual obligations, the PPG (without any interest) shall be refunded within 30 days.
- 7.5. The Contractor is liable to replace/ repair any defect of the work/ supply free of cost, if detected within the contractual period, failing which the PG will be forfeited. If the performance of the service provider is not found satisfactory, the PG shall be forfeited.
8. The Embassy of India, Astana reserves the right to reject any or all the bids without assigning any reason. The decision of the Embassy shall be final and binding.
9. The bidder or his authorised representative, who wish to be present, may attend the bid opening on the date and time specified.
10. The work shall be offered to the lowest bidding party.

(Arvind)
Head of Chancery
Embassy of India, Astana

Letter for Submission of Tender

Dated_____,2026

To
Head of Chancery,
Embassy of India,
BC Presidential Plaza, 9th Floor, 62A
Kosmonavtov Street, Astana, Kazakhstan

Ref: **ESTABLISHMENT OF COMPUTER AIDED LANGUAGE LEARNING LAB AT
NATIONAL DEFENCE UNIVERSITY, ASTANA, KAZAKHSTAN**

Dear Sir,

Having examined the tender document relating to **Establishment of Computer Aided Language Learning Lab at National Defence University, Astana, Kazakhstan**, we hereby submit our offer for the supply of the proposed items in accordance with terms and conditions and confirm our acceptance to execute the order within the time period specified in the tender document, at the rates quoted by us in the accompanying Technical & Financial Bid.

We further confirm that: -

- (a) I/We have successfully executed orders of similar nature and we have sufficient experience and financial strength in handling orders of this value.
- (b) I/We have sufficient qualified manpower and necessary materials and after sales support to execute the order efficiently in the specified time schedule.
- (c) The quoted rates shall be valid not less than 180 days from the date of opening of quotation.
- (d) I/We further confirm that all chapters of the tender documents have been read, understood and signed and there is no deviation/discrepancy.
- (e) I/We agree to accept the extension order up to 100% quantity within three months of the issue of the order.

Signature of the Bidder with Stamp and Date

**EMBASSY OF INDIA
ASTANA**

No. 0204/CALL Lab/DDF/IATT

July 2026

1. General.

1.1. Sealed tender is invited from registered Company/ Contractors/ Firms/Specialized agency by Embassy of India, Astana with **Technical and Financial bids** for **"ESTABLISHMENT OF COMPUTER AIDED LANGUAGE LEARNING LAB AT NATIONAL DEFENCE UNIVERSITY, ASTANA, KAZAKHSTAN"** with minimum warranty of one year and Annual Maintenance Contract for a period of three years including offline upgradation of software at NDU, Astana, Kazakhstan.

1.2. Technical and Financial Bid must be submitted separately in a sealed envelope clearly superscribed **"TECHNICAL BID FOR ESTABLISHMENT OF COMPUTER AIDED LANGUAGE LEARNING LAB AT NATIONAL DEFENCE UNIVERSITY, ASTANA, KAZAKHSTAN"** and **"FINANCIAL BID FOR PURCHASE AND INSTALLATION OF COMPUTER AIDED LANGUAGE LEARNING LAB AT NATIONAL DEFENCE UNIVERSITY, ASTANA, KAZAKHSTAN"** along with all relevant documents addressed to the "Head of Chancery, Embassy of India, 545-547, Merchant Street, Astana, Kazakhstan".

1.3. Financial Bid submitted in a separate sealed envelope would be opened in respect of only those Bidders, whose Technical Bids have been found meeting the required specifications at the Technical Bid evaluation stage. A bid sent through Fax or e-mail will not be accepted.

1.4. All items of instrument shall be completed in all respects and any instrument not covered in the specification but essential for proper installation, operation and maintenance of the instrument shall be included by the vendor in his offer and the reasons for such inclusion shall be clearly stated.

2. Scope of Work. The scope of work includes setting up the **COMPUTER AIDED LANGUAGE LEARNING LAB AT NATIONAL DEFENCE UNIVERSITY, ASTANA, KAZAKHSTAN** in accordance with the design & specifications given in **Annexure I**. It also includes the provision of repair and maintenance support for the three years under Annual Maintenance Contract post the completion of warranty period of one year for each equipment. The warranty of each equipment will be deemed to have started on the date of completion of installation of project on site and acceptance by the buyer.

3. Qualifying Criteria.

3.1. The reputation, capacity and credibility shall be evaluated before finalizing the bid and signing of contract with the Company. The Company should have adequate experience in providing and installing electronic equipment in the past and must provide the following documents as a part of the bid:-

3.1.1. Detailed profile including available technical expertise and the past experience of executing similar types of projects to Government of India establishments/ Indian Mission/ other foreign Government organisations/ establishments.

3.1.2. Details of the financial background of the company.

3.1.3. Copies of the contracts executed with GoI establishments/ Indian missions/ other governmental agencies/ Other Foreign diplomatic missions, if any, in the past.

3.2. The company should be registered with relevant Government Authorities as required under the local rules and regulations for tax and other purposes.

4. Instructions to Bidders.

4.1. **Clarification regarding contents of the NIT.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall send an email to **da.astana@mea.gov.in** and **admn.astana@mea.gov.in** about the clarifications sought, **not later than 14 (fourteen) days** prior to the date of opening of the Bids. Pre-bid meeting will be organized at Embassy of India, Astana on the specified date (27 July 2026) for seeking clarifications/ discussion on the project. Pre bid meeting, however, would be within the overall time frame assigned for bid submission including the aforementioned timeframe of seeking clarification.

4.2. Bidders are required to fill in all the details asked for Technical Bid document (Annexure-1) and Financial Bid document (Annexure-II).

4.3. All pages of the tender document should bear the signature and seal of the authorized representative of the applicant.

4.4. Copies of credentials/documents are to be annexed with the tender document with self-attestation by the Applicant with official seal.

4.5. The bidder shall also mention the supply process in detail.

4.6. Validity of the tender should be for minimum period of **180 days** from the date of opening of bids.

4.7. The Embassy shall not take any responsibility for the delay, loss or non-receipt of quotations/documents not submitted directly to the office of the undersigned.

4.8. Corrections, if any, must be attested. All rates shall be indicated in both figures and words. Where there is difference between rates quoted in figures and words, the rates quoted in words will prevail.

4.9. The tender document is liable to rejection in the event of non-adherence to the terms and conditions mentioned therein.

4.10. **Rejection of Bids.** Canvassing by the bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. The bids may also be rejected due to incorporation of any false information and furnishing fake or truncated documents.

5. Two-Bid Tendering System and Bid Submission Requirements.

5.1. Tender should be submitted in two parts, Part-I (Technical Bid) & Part-II (Financial Bid) in following manner: -

5.1.1. The first sealed cover superscribed as **"Tender for Establishment of Computer Aided Language Learning Lab At National Defence University, Astana, Kazakhstan", Defence Wing, Embassy of India, Astana, Part-I Technical Bid**". All relevant documents along with signed and stamped copy of this tender document shall be enclosed with the Technical Bid only. Refer Annexure I.

5.1.2. The second sealed cover superscribed as **"Tender for Establishment of Computer Aided Language Learning Lab At National Defence University, Astana, Kazakhstan", Defence Wing, Embassy of India, Astana, Part-II Financial Bid**". Only the financial quote should be put inside this envelope. Refer Annexure II.

5.1.3. Both the sealed covers should be placed in one main sealed envelope superscribed **"ESTABLISHMENT OF COMPUTER AIDED LANGUAGE LEARNING LAB AT NATIONAL DEFENCE UNIVERSITY, ASTANA, KAZAKHSTAN", Defence Wing, Embassy of India, Astana**. The envelope should be addressed to "Defence Attache, Embassy of India, 545-547, Merchant Street, Astana, Kazakhstan" and must reach on or before 1500 hours on 10 Aug 2026. The bids must be submitted physically or by courier/post at the aforesaid address so as to reach on or before the prescribed date and time. The Embassy will not be responsible for any postal/courier delay.

5.1.4. Bids should reach before due date of submission of bids. Bids received on email, late or incomplete/conditional bids shall not be accepted.

5.1.5. Bids having financial quotes in the Technical Bid shall stand rejected.

5.1.6. The bids shall be valid for a minimum period of **180 days** from the date of opening of technical bids. A bid for a shorter period shall stand rejected.

5.2. **No Price Information in Technical Bid.** The Technical Bid shall not contain any price, cost, commercial discount, financial offer or any price-related indication. If any price-related information is found in the Technical Bid, the purchaser may treat the bid as non-responsive and reject it.

5.3. **Technical Bid Contents**

- 5.3.1. Company profile and registration documents;
- 5.3.2. Similar project experience and client references;
- 5.3.3. Manufacturer/OEM authorization certificates, where applicable;
- 5.3.4. Detailed technical proposal and system architecture diagram;
- 5.3.4. Complete list of offered equipment with make, model and quantity;
- 5.3.5. Technical compliance sheet with reference pages in datasheets;
- 5.3.6. Unpriced BOQ without unit price, total price or financial information;
- 5.3.7. Warranty, AMC and support commitment;

5.4. **Financial Bid Contents**

- 5.4.1. Priced BOQ with unit prices and total prices;
- 5.4.2. Total cost of equipment supply;
- 5.4.3. Installation, integration, testing and commissioning charges;
- 5.4.4. Freight, transportation, insurance, taxes and duties;
- 5.4.5. Training and documentation charges;
- 5.4.6. One-year comprehensive warranty cost, if not included;
- 5.4.7. Three-year comprehensive AMC charges after warranty;
- 5.4.7. Any other charges required for complete turnkey operation.

5.5. **Bid Validity, Clarifications and Site Survey**

5.5.1. Bid validity should be minimum 180 days.

5.5.2. Bidders may seek clarifications before the deadline specified by the purchaser.

5.5.3. The bidder is strongly encouraged to conduct a site survey before submitting the bid. The Bidder will be required to submit a written request for same at least four days in advance for coordination of the site visit. Failure to conduct a site survey shall not relieve the bidder of responsibility to deliver a fully functional turnkey solution.

5.5.4. All deviations or assumptions shall be clearly declared in the Technical Bid.

6. **Evaluation of Bids.** A Tender Evaluation Committee (TEC) will open and evaluate the bids in following manner: -

6.1. The technical bids shall be opened first on the appointed date and time. After scrutiny of technical bids, the Embassy will shortlist the eligible bidders and inform them of the date and time of opening of the Financial Bids. A representative of the bidder may attend the bid opening meeting.

6.2. **Clarification Regarding Contents of the Bids.** During evaluation and comparison of the bids, the buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be communicated through email and the bidder will be required to respond within 24 hours. No change in prices or substance of the bid will be allowed at this stage.

6.3. Financial bids of only those bidders who qualify the technical parameters and found to be competent by the TEC to execute the work, will be opened on the date and time decided by the TEC, an intimation of which will be given to the bidders for participating in the financial bids opening meeting. Financial bids of the bidders who are found disqualified during Technical Evaluation will not be opened.

6.4. The lowest financial bid (L1) will be considered as successful bidder.

6.5. Mere quoting the lowest rate shall not amount to commitment on the part of Embassy for award of contract.

7. **Salient Dates.**

7.1.	Date of publishing NIT	:	20.07.2026
7.2.	Pre-Bid Meet	:	27.07.2026
7.3.	Last date of submission of Tender	:	10.08.2026 (1500 Hrs)
7.4.	Opening of Technical Bid	:	14.08.2026 (1100 Hrs)
7.5.	Opening of Financial Bid	:	17.08.2026 (1100 Hrs)

8. **Fee Schedule.**

8.1. Fee for purchase of Tender document. NIL

8.2. Earnest Money Deposit (EMD).

8.2.1. Each Technical Bid shall be accompanied by an Earnest Money Deposit (EMD) of USD 1000 (US Dollar Seven Hundred only).

8.2.2. EMD must be deposited in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public or private sector banks in favour of "**Head of Chancery, Embassy of India, Astana**" on or before the last date of submission of bids.

8.2.3. EMD is to remain valid for a period of 45 days beyond the final bid validity period.

8.2.4. EMD must be attached with Technical Bid only, without which the bid shall stand rejected.

8.2.5. Any bidder eligible for EMD exemption as per the latest GOI rules should enclose EMD Exemption self-certification along with all supporting documents and relevant authority under which they seek exemption. The same will be verified at TEC stage.

8.2.6. The EMD amount will not fetch any interest.

8.2.7. The EMD should be payable at Astana only.

8.2.8. Earnest money will be forfeited:

8.2.8.1. The EMD will be liable to be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect during the period between the deadline for submission of bids and expiry of the bid validity period.

8.2.8.2. In case of the successful bidder, if the bidder fails to sign the contract.

8.3. Refund of Earnest Money Deposit (EMD).

8.3.1. Refund of EMD to the unsuccessful bidders shall be made after signing of the contract with successful bidder.

8.3.2. EMD of successful bidder shall be refunded after award of the contract and deposit of Performance Guarantee @ 5% of the total contract value.

8.4. Performance Guarantee (PG).

8.4.1. The successful bidder shall be obliged to deposit an amount equivalent to 5% of the value of the contract in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public or private sector banks in favour of "**Head of Chancery, Embassy of India, Astana**".

8.4.2. Successful bidder will deposit PG within 10 working days of award of contract.

8.4.3. The PG shall remain valid for a period of 60 days beyond the completion of all

contractual obligations of the bidder including the Warranty Period and Annual Maintenance Period (if any).

8.4.4. After successful completion of all contractual obligations, the PPG (without any interest) shall be refunded within 30 days.

8.4.5. The Contractor is liable to replace/ repair any defect of the work/ supply free of cost, if detected within the contractual period, failing which the PG will be forfeited. If the performance of the service provider is not found satisfactory, the PG shall be forfeited.

9. **General Terms and Conditions.**

9.1. The period of contract may be extended at the discretion of Embassy of India, Astana.

9.2. Invitation of tender document does not bind the Embassy to select any agency for the contract.

9.3. Embassy of India, Astana also reserves the right to accept or reject any or all the tenders and/or withdraw or cancel or suspend this notification without assigning any reasons.

9.4. In case any item is found to be damaged on receipt, replacement will be asked or recovery will be made after examining the loss/damage.

9.5. The contractor/agency shall be responsible for all packaging, shipment, custom clearance, installation, commissioning, training on site and statutory/ labour regulations as applicable.

9.6. In case of dispute the decisions of the Head of Chancery, Embassy of India, Astana shall be final.

9.7. Consortium, Joint Venture, subletting, sub-contracting or hiring services of other entity for execution of the Services under this tender is not allowed.

9.8. This tender is not transferable.

9.9. The Embassy is indemnified from all work of commission or omission.

9.10. Embassy of India, Astana also reserves the right to decrease/ increase the quantity of the items demanded as per the cost.

9.11. **Compliance with Laws and Regulations and Pricing of Schedule of Quantities.** The attention of Bidders is drawn as to compliance with laws and regulations concerning safety and health, labour regulations, social insurance, labour taxes, tax deduction, import restrictions duties and levies, company's tax, taxes (VAT), etc. **All rates and sum inserted against items of works and in Form of Tender shall be inclusive of all charges such as customs duties, freight, Value Added Tax and any other taxes as applicable.** In no circumstance will any extra payment be made for packaging, shipment, transport, handling, installation at site, training, food and accommodation etc.

9.12. **Compliance with Tender Document.** Bidder shall be deemed to have read carefully all the Tender Documents, Specifications and drawings, etc. and visited site.

The quoted Lump-sum Fixed price are inclusive of all cost and charges and complete in all respect to make the project functional as per the standard and to the entire satisfaction of the Embassy of India, Astana.

9.13. No Escalation of Price. Price escalation, in rates due to any reason such as change in foreign currency exchange rate, increase in prices of material, equipment & labour, fuel (petrol, diesel, gas, etc.), transport, electricity & water, levy of new taxes, hike in any tax rate, cess or due to delay in completion etc. shall not be applicable.

9.14. Disqualification of Tender - Tenderer may be disqualified for any reason including but not limited to the following: -

9.14.1. If tenderer sets forth any conditions which are unacceptable to the Embassy of India, Astana.

9.14.2. If any tender is submitted under a name other than the name of the individual firm, partnership or corporation that was issued the Tender Document.

9.14.3. If there is evidence of collusion among Bidders.

9.14.4. If Tenderer sets forth any offer to conditionally discount, reduce or modify its tender.

9.14.5. If Bid price is disclosed or become known before opening of Financial Bid.

9.15. Delivery Period. Delivery period for completion of project would be **90 days from the date of Supply Order** to include supply of items, fitment, testing, inspection, training and handing over. Please note that Contract can be cancelled unilaterally by the Buyer in case the work is not executed within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LO clause.

9.16. INCOTERMS for Delivery and Transportation. Local Delivery at site (National Defence University, Astana) delivered as duty paid.

9.17. Consignee Details. Head of Language Department, National Defence University, Astana, Kazakhstan.

9.18. Joint Receipt Inspection. The following Joint Receipt Inspection clause will form part of the contract placed on successful Bidder.

9.18.1. The Parties agree that the Joint Receipt Inspection (JRI) of the of delivered goods shall be conducted at National Defence University, Astana. JRI shall be **completed within 20 days of completion of fitment and testing by the vendor.** JRI will include:-

9.18.1.1. Quantitative checking to verify that the quantities of the delivered goods correspond to the quantities defined in this contract and the invoices.

9.18.1.2. Complete Fitment Trials (FT) of the stores/equipment as per specifications in the contract.

9.18.1.3. The vendor shall supply the hard and soft copy of Operation

and Maintenance manual in duplicate. All necessary literature giving complete technical details shall be provided. He should also provide the test certificates given by manufacturer.

9.18.2. JRI will be carried out by the Buyer's representative(s). The Seller may attend the JRI for the delivered goods as per the periodicity so specified. The Seller shall have the right not to attend the JRI.

9.19. Upon completion of each JRI, JRI proceedings and Acceptance Certificate will be signed by both the parties. In case the Seller's representative is not present, the JRI proceedings and Acceptance Certificate shall be signed by the Buyer's representative only and the same shall be binding on the Seller. **Copy of JRI proceedings and Acceptance Certificate shall be dispatched to the Seller within 15 days of completion of the JRI.** In case of deficiencies in quantity and quality or defects, details of these shall be recorded in the JRI proceedings, Acceptance Certificate shall not be issued and claims raised as per the Article on Claims in the contract. In case of claims, Acceptance Certificate shall be issued by Buyer's representative after all claims raised during JRI are settled. If the Buyer does not perform the JRI as mentioned above for reasons exclusively attributable to him, **the JRI at National Defence University, Astana** be deemed to have been performed and the stores/equipment fully accepted.

9.20. **Installation and Commissioning (I&C).** The I&C will involve Functional Testing (FT) by user of the equipment in various specified conditions as per requirement. The trials of the equipment will be done at National Defence University, Astana. I&C will be conducted only pertaining to conditions where the equipment is most likely to be deployed. In case, equipment fielded requires any repairs/ modifications during the course of I&C, these repairs, modification and maintenance actions as requested by the vendor will be permitted. Towards this, Vendors shall ensure availability of requisite maintenance teams/ experts onsite during the conduct of I&C. Permission for equipment to move out of the I&C location for a defined period for such repairs or modifications can be permitted on a case-to-case basis, as per the discretion of Buyer.

9.21. **Claims.** The following Claims clause will form part of the contract placed on successful Bidder. The claims may be presented either: -

9.21.1. On quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/ Insufficiency in packing.

9.21.2. On quality of the stores, where quality does not correspond to the quality mentioned in the contract.

9.21.3. The quantity claims for deficiency of quantity shall be presented within **45 days** of completion of JRI and acceptance of goods.

9.21.4. The quality claims for defects or deficiencies in quality noticed during the JRI shall be presented within **45 days** of completion of JRI and acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period at the earliest but not later than 45 days after expiry of warranty period.

9.21.5. The description and quantity of the stores are to be furnished to the Seller along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will settle

the claims within **45 days** from the date of the receipt of the claim at the Seller's office, subject to acceptance of the claim by the Seller. In case no response is received during this period the claim will be deemed to have been accepted.

9.21.6. The Seller shall collect the defective or rejected goods from the consignee address and deliver the repaired or replaced goods at the same location under Seller's arrangement.

9.21.7. Claims may also be settled by reduction of costs of goods under claim from bonds submitted by the Seller or payment of claim amount by Seller through demand draft in favor of Head of Chancery, Embassy of India, Astana.

9.21.8. The quality claims will be raised solely by the Buyer and without any requirement of certification/countersignature by the Seller's representative.

9.22. **Liquidated Damages.** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The Buyer may also deduct from the Seller as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

9.23. **Defects liability period** shall be as per Warranty Period of the equipment and 365 days from the completion of the project. Contractor shall be bound to removal/ rectify / replace any defects / defective work which is noticed during defects liability period at his own risk and cost. Contractor is bound to rectify/replace the defective item of work or workmanship which may come to notice during defects liability period or within the Defects Liability Period. **In case of non-compliance of removal/rectification/ replacement of defective item of work or workmanship, the Embassy of India, Astana shall be at liberty to forfeit full or part of his retention money and/or performance guarantee and/or any other money or guarantee of the Contractor available with the Embassy of India, Astana.**

9.24. The tenderer shall guarantee among other things, the following:

9.24.1. Quality, strength and performance of the materials used,

9.24.2. Follow up service, if required,

9.24.3. Good workmanship.

9.25. **Settlement of Disputes and Arbitration.** All disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of the Embassy of India, Astana or any person nominated by him/her. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitrator shall be entitled to extend the time of arbitration proceedings with the consent of the parties.

9.26. **Disclaimer.** This Tender document is not an agreement and is neither an offer nor invitation by the Embassy to the prospective Bidders or any other person. The purpose of this Tender document is to provide interested parties with information that may be useful

to them in preparing their proposal pursuant to this RFP/NIT (the "Bid"). This Tender document includes statements, which reflect various assumptions and assessments arrived at by the Embassy in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Tender document may not be appropriate for all persons, and it is not possible for the Embassy and its employees to take into consideration the investment objectives, financial situation and particular needs of each party who reads or uses this Tender document. The assumptions, assessments, statements and information contained in this Tender document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender document and obtain independent advice from appropriate sources.

9.27. The Embassy may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender document.

9.28. The issue of this tender document does not imply that the Embassy is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and the Embassy reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

9.29. Further, all information/data/reports/pitches/data or other material submitted to the Embassy under this Tender document by the Applicant shall become the property of the Embassy. The Applicant hereby agrees that they shall not have any right claim, authority whatsoever over the submitted information/reports/pitches/data or other material to the Embassy. The Applicant further agrees and undertakes that the Embassy may use the aforesaid information/data/reports/pitches/data or other material at its sole discretion and the Applicant shall not have any objection whatsoever in the Embassy using the same.

9.30. The firm should not have been blacklisted by any Government organization.

9.31. Embassy of India, Astana shall not be liable for any cost incurred by the respondents in preparing responses to this tender or negotiations associated with award of a contract.

10. **Payment Terms & Mode of Payment.**

10.1. 100% payment shall be made upon completion of the work as defined in Para 2, "Scope of Work" of this document. The payment shall be released within **thirty (30)** working days from the date of the submission of invoice, post completion of work, to the paying authority i.e Embassy of India, Astana. No extra amount will be payable in any case.

10.2. The payment will be made only in USD through bank transfer for which it will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made.

10.3. **Non-completion of Work.** In case of non-completion of work within stipulated time or within approved extended time, **the Embassy of India shall be at liberty to confiscate the retention money, Performance Guarantee and any other dues of the Contractor.**

10.4. **Force Majeure and Extension of Time Clause.** In the event of force majeure i.e. unforeseeable events such as war, floods, earthquake etc beyond the reasonable control

of the Parties to the contract which prevent either party from meeting their obligations under this contract, the contractual obligations as far as affected by such event shall be suspended for as long as the force majeure continues provided that the other party is notified within two weeks after occurrence of the force majeure. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder. In the event of force majeure either party shall be entitled to prolongation of this Contract equal to the delay caused by such force majeure.

10.5. On completion of work, Contractor shall submit all equipment manuals, warranty/guarantee cards, specifications etc. The Final Bill of work shall be paid only on completion of work and depositing all documents as above.

10.6. **Additional Work.** Embassy of India, Astana, shall not allow any claims for additional work performed by contractor unless the additional work is authorized by Embassy of India, Astana in writing prior to the performance of the additional work or the incurrance of additional expenses. Any additional work authorized by Embassy of India, Astana shall be compensated at a rate mutually agreed to by the parties.

11. **Termination of Contract.**

11.1. The contract with the successful bidder may be terminated if bidder fails to perform its obligations specified in the contract agreement or if incase the service provided is found to be unsatisfactory.

11.2. If it appears that the contractor itself or through someone else used fraud or manipulation in its dealing with the contracting authority or in obtaining the contract.

11.3. If collusion, fraud, corruption or monopoly practices are found.

11.4. If the Tenderer becomes bankrupt or insolvent.

11.5. If the Contractor is not able to satisfactorily perform whole or part of the Contract as per contractual obligations.

TECHNICAL BID FOR ESTABLISHMENT OF COMPUTER AIDED LANGUAGE LEARNING LAB AT NATIONAL DEFENCE UNIVERSITY, ASTANA, KAZAKHSTAN

1. **Introduction.** Provision, supply, installation, and commissioning of all hardware, software, furniture, and networking infrastructure required for a fully functional CALL Lab **at KNDU, Astana**. Integration of English Language Learning software with Teacher-Student interaction functions. Demo class for training the faculty on smooth operation of the software. Providing after sales service and support during the warranty period.

2. **Scope of Work.** The vendor must provide items that are user-friendly, and future proof, tailored to the user's specifications, with a minimum warranty of 01 years on hardware and 05 years on software/support. The vendor shall supply, install on site, test and commission a complete demonstration including:

2.1. **Design and Planning.**

2.1.1. Conduct a site survey if required within 7 days of award to assess room layout and integration points.

2.1.2. Cater for offline upgradation of language software and troubleshooting.

2.2. **Supply & Equipment.**

2.2.1. Deliver and install complete operational CALL lab. Suggested technical requirement is as per Table in section 3.

2.2.2. Include all necessary accessories, such as mounts, cables (HDMI, Cat 6, USB), and power management units.

2.2.3. Equipment must be new and unused and all cost should include delivery and installation charges till its installation at Nation Defence University, Astana.

2.3. **Installation & Integration.**

2.3.1. Install and commission of CALL lab **at National Defence University, Astana**. Provide one inauguration plaque as per buyer's design of size 55'.

2.4. **Testing & Commissioning.**

2.4.1. Perform testing, including hardware functionality and software functionality/quality checks, tests and failover scenarios.

2.4.2. Train up to 4 end users on system operations including troubleshooting basics.

2.4.3. Provide user manuals and commissioning reports.

2.5. **Support & Maintenance.**

2.5.1. Offer 24/7 remote monitoring for the first 6 months.

2.5.2. Software licencing and upgradation for 5 years.

3. **Technical Requirements.** The following table outlines the minimum technical

specifications and required equipment. Proposals must meet or exceed these requirements.

<u>C</u> <u>a</u> <u>t</u> <u>e</u> <u>g</u> <u>o</u> <u>r</u> <u>y</u>	<u>I</u> <u>t</u> <u>e</u> <u>m</u>	<u>S</u> <u>p</u> <u>e</u> <u>c</u> <u>i</u> <u>f</u> <u>i</u> <u>c</u> <u>a</u> <u>t</u> <u>i</u> <u>o</u> <u>n</u> <u>/</u> <u>R</u> <u>e</u> <u>q</u> <u>u</u> <u>i</u> <u>r</u> <u>e</u> <u>m</u> <u>e</u> <u>n</u> <u>t</u>	<u>Q</u> <u>u</u> <u>a</u> <u>n</u> <u>t</u> <u>i</u> <u>t</u> <u>y</u>	<u>R</u> <u>e</u> <u>m</u> <u>a</u> <u>r</u> <u>k</u> <u>s</u>
L a n g u a g e s	Study 1200 - Multimedia interactive language lab with Sanako pronounce with default voice pack software	Lifetime licensing and 05 year software support. All software should be able to operate offline with provision of updating/upgradation.	1	
of tw ar e	English content from Sky Software House- level wise as per Common European Framework of Reference (CEFR)	Level wise as per CEFR	1	
	Pronunciation for all system		1	
	Active Listening in English IELTS for all systems		1	
	Tense Tester for systems		1	
	Read Up-speed UP for systems		1	
	Clarity English program	For 3 years as per CEFR	1	
H ar d w ar e	Sanako SLH 07 – Headset	With microphone	1	
	Trainee Desktop	All-in-one Gen 5/23.8" FHD/ Intel core i5 13 th Gen or higher 8 GB RAM or more 512 SSD or more Win 11 Pro	1	
	UPS	FSP FP 650 360W/battery 12 V 7 Ah or higher	1	
	IFPD	Interactive panel 75" display.	0	
N et w ork	Complete network for 11 computers	24 Port GIGABIT data switch 1 Nos - 24 Port jack panel back box with I/O &	0	

S ys te m		FP 6U loaded network rack 1M CAT6 patch cables		
E l e c t r i c a l w o r k	Electrical work for computers from UPS	With required MCB, Modular switches	1	
T a b l e s	Teacher Table	1395 x 708 mm, material industrial wood	1	
	Students Table	1200 x 480 x 1405 mm	1 0	
C h a i r s	Teacher Chair	High back executive chair with Arm rest, five prong with five castors, with tilt mechanism.	0 1	
	Student Chairs	High density cushion with fabric on the back side	1 0	
D i s p l a y i t e m s	5x4 ft display board	Displaying instructions of how to use the software	0 6	

4. Equivalent Technology / Functional Compliance Clause.

4.1. Notwithstanding the indicative technical specifications mentioned in this document, bidders may propose alternative, upgraded, optimized or functionally equivalent technologies, architectures, equipment models, standards or configurations, provided that the proposed solution meets or exceeds the operational intent, functional performance, reliability, interoperability, usability and overall quality requirements specified in this tender.

4.2. Where a bidder proposes deviation from any indicative specification, the bidder shall clearly:

- 4.2.1. Identify the deviation;
- 4.2.2. Provide technical justification;
- 4.2.3. Demonstrate functional equivalence or superiority;
- 4.2.4. Explain the operational advantages of the proposed approach;
- 4.2.5. Confirm full compatibility and integration with the complete system.

4.3. The purchaser reserves the right to accept technically superior or functionally equivalent solutions even where such solutions do not strictly conform to an indicative specification, provided the bidder satisfactorily demonstrates that the proposed solution achieves the intended operational outcomes without degradation of quality, functionality or performance.

4.4. Any proposed deviation shall not relieve the bidder of responsibility for delivering a fully integrated, operational and compliant turnkey solution.

5. Warranty, AMC and Support Requirements.

5.1. Warranty.

5.1.1. Minimum one (1) year comprehensive onsite warranty from the date of successful commissioning and acceptance.

5.1.2. Warranty shall cover all supplied equipment, software/licenses where applicable, accessories, integration work and workmanship.

5.1.3. Replacement or repair of defective components during warranty shall be included.

5.1.4. The bidder shall provide warranty certificates and support escalation contact details.

5.2. Annual Maintenance Contract (AMC).

5.2.1. Comprehensive AMC support for three (3) years after expiry of warranty.

5.2.2. Breakdown maintenance support and technical response mechanism.

5.2.3. Software/firmware updates where applicable and subject to compatibility.

5.2.4. Availability of spare parts and technical support for the proposed system.

6. Delivery and Installation.

6.1. The quoted cost shall include transportation, packing, forwarding, freight, insurance, delivery to NDU, Astana, installation, testing, commissioning and all incidental charges.

6.2. The bidder shall clearly indicate delivery and installation timelines in calendar days/

weeks.

6.3. The bidder shall coordinate installation activities with the purchaser to minimize disruption.

7. Bidder Responsibilities.

- 7.1. Verify site conditions before execution;
- 7.2. Ensure proper integration of all systems and components;
- 7.3. Provide a complete turnkey solution with no functional gaps;
- 7.4. Coordinate installation and testing activities with the purchaser;
- 7.5. Ensure timely completion of the project;
- 7.6. Rectify defects during warranty period;
- 7.7. Provide full documentation, training and handover support.

8. Technical Bid Submission Documents.

S No	Document Required	Mandatory / Desirable
1.	Covering letter for Technical Bid	Mandatory
2.	Details of Firm and Checklist (Refer Part A to Annexure I)	Mandatory
3.	Undertaking (Refer Part B to Annexure I)	Mandatory
4.	Company profile, registration and tax documents	Mandatory
5.	Power of attorney/authorization of signatory, where applicable	Mandatory/ where applicable
6.	Manufacturer/OEM authorization for major equipment, where applicable	Mandatory/ where applicable
7.	Similar project experience and completion certificates/references	Mandatory
8.	Detailed technical proposal and system architecture diagram	Mandatory
9.	Complete equipment list with make/model/quantity	Mandatory
10.	Datasheets/brochures for all major equipment	Mandatory
11.	Matrix for Technical Specifications (Refer Part C to the Annexure I)	Mandatory
12.	Installation, testing and commissioning methodology	Mandatory
13.	Warranty, AMC and support plan	Mandatory
14.	Any optional technical improvements or alternative design	Desirable

**TECHNICAL BID FOR ESTABLISHMENT OF COMPUTER AIDED LANGUAGE LEARNING
LAB AT NATIONAL DEFENCE UNIVERSITY, ASTANA, KAZAKHSTAN**

Subject: Technical Bid for Establishment of Computer Aided Language Learning Lab at National Defence University, Astana, Kazakhstan

PART A

DETAILS OF FIRM AND CHECKLIST

S No	Particulars	Details to be Filled by the Agency
1.	Name of the Tenderer	
2.	Registered office/business address of the agency	
3.	Name of Contact Person(s)	
4.	Address with telephone, Fax numbers, Email and name(s) of the contact person (s)	
5.	Year of Incorporation/Constitution of the Firm/Agency. (Attach copy of proof)	
6.	Whether the agency is/have been providing services to reputed customers like Embassies, UN Offices, NGOs, Multinational Companies etc. Give details. (Attach copy of Orders/proof)	
7.	Annual Turnover of the company for the past three years. Loss for the company in last three years if any.	
8.	Whether the firm is ready to accept payment through Bank Transfer. (Attach copy of Bank Details)	
9.	Whether the agency has deposited EMD of USD 1000 along with tender. (The EMD to be attached along with.)	
10.	The design/picture of the equipment to be supplied is to be attached with make/ model with manufacturer.	
11.	Any other information in support of the case	

SIMILAR PROJECT EXPERIENCE FORMAT

S No	Client / Organization	Project Description	Value	Year	Contact / reference	Completion proof attached Yes/No
1.						
2.						
3.						

BIDDER CHECKLIST

S No	Checklist item	Submitted Yes/No	Remarks
1	Technical Bid submitted separately		
2	Financial Bid submitted separately		
3	No prices included in Technical Bid		
4	Company registration documents attached		
5	OEM authorization attached where applicable		
6	Similar project experience attached		
7	Technical proposal and system architecture attached		
8	Datasheets for major equipment attached		
9	Technical compliance sheet completed		
10	Unpriced BOQ completed		
11	Warranty and AMC undertaking attached		
12	Financial Bid with priced BOQ completed		

Date:

**(Seal & Signature of the authorized
Company Representative)**

Place:

Name & Address:

**TECHNICAL BID FOR ESTABLISHMENT OF COMPUTER AIDED LANGUAGE LEARNING LAB AT
NATIONAL DEFENCE UNIVERSITY, ASTANA, KAZAKHSTAN**

PART B

"UNDERTAKING"

I/We _____

have fully understood the foregoing terms for supply of IT Equipment to Defence Wing Embassy of India Astana and having accepted the same, I/We have made my/our offer keeping in view of those terms. I/We do hereby declare that the entries made in the above form are true to the best of my/our knowledge and we shall be bound by the acts of my/our duly constituted attorney. I/We hereby understand that the submission of application does not guarantee for award of contract as service provider of Embassy of India, Astana. I/We further understand that in case of any information submitted by me/us are found to be incorrect either before or even after the contract, Embassy of India, Astana will have the right to summarily reject the application/cancel the contract at any time without assigning any reasons whatsoever.

It is hereby certified that **M/s**_____ (Name of the Company) is capable of providing and undertakes to provide above "Specifications and Quantity" at the time of supply, installation, testing and commissioning of **ESTABLISHMENT OF COMPUTER AIDED LANGUAGE LEARNING LAB AT NATIONAL DEFENCE UNIVERSITY, ASTANA, KAZAKHSTAN.**

Date:

**(Seal & Signature of the authorized
Company Representative)**

Place:

Name & Address:

**TECHNICAL BID FOR ESTABLISHMENT OF COMPUTER AIDED LANGUAGE LEARNING
LAB AT NATIONAL DEFENCE UNIVERSITY, ASTANA, KAZAKHSTAN**

**PART C
MATRIX FOR TECHNICAL SPECIFICATIONS**

S No	Product Description	Unit	Qty	Specifications	Whether the Company would be able to provide the given Specification and Quantity (Yes/ No)	If not, the nearest Specification that the Company can provide	Remarks (if any)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	Study 1200 - Multimedia interactive language lab with Sanako pronounce with default voice pack software	Nos	11	As given in Technical Specifications			
2.	English content	Nos	11				
3.	Pronunciation for all system	Nos	11				
4.	Active Listening in English IELTs	Nos	11				
5.	Tense Tester	Nos	11				
6.	Clarity English program	Nos	11				
7.	Sanako SLH 07 - Headset	Nos	11				
8.	Trainee desktop	Nos	11				
9.	UPS	Nos	11				
10.	IFPD : 75" display	Nos	01				
11.	Co mpl ete net wor k for	Nos	01				

	11 co mp ute rs						
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12.	Electrical work for computers from UPS	Nos	01	As given in Technical Specifications			
13.	Teachers Table	Nos	01				
14.	Students Table	Nos	10				
15.	Teacher Chair	Nos	01				
16.	Student Chairs	Nos	10				
17.	5x4 ft display board	Nos	06				
18.	Software Support for 5 years						

Date:**(Seal & Signature of the authorized
Company Representative)****Place:****Name & Address:**

Annexure II

**FINANCIAL BID FOR ESTABLISHMENT OF COMPUTER AIDED LANGUAGE
LEARNING LAB AT NATIONAL DEFENCE UNIVERSITY, ASTANA, KAZAKHSTAN**

**Subject: Quotation for Establishment of Computer Aided Language Learning Lab
at National Defence University, Astana, Kazakhstan**

PART A

S No	Particulars	Details to be filled by the Agency
1.	Name of the Tenderer	
2.	Registered office/business address of the Agency	
3.	Name of Contact Person(s)	
4.	Address with telephone, Fax numbers, Email and name(s) of the contact person (s)	

PART B

COST OF EQUIPMENT

S No	Product Description	Unit	Qty	Warranty (Months)	Rate per Unit (USD)	Total Cost (Rate x Qty) (USD)	Remarks (if any)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	Study 1200 - Multimedia interactive language lab with Sanako pronounce with default voice pack software	Nos	11				
2.	English content	Nos	11				
3.	Pronunciation for all system	Nos	11				
4.	Active Listening in English IELTs	Nos	11				
5.	Tense Tester	Nos	11				
6.	Clarity English program	Nos	11				
7.	Sanako SLH 07 - Headset	Nos	11				
8.	Trainee desktop -	Nos	11				
9.	UPS	Nos	11				

10.	IFPD : 75" display	Nos	01				
11.	Complete network for 11 computers	Nos	01				
12.	Electrical work for computers from UPS	Nos	01				
13.	Teachers Table	Nos	01				
14.	Students Table	Nos	10				
15.	Teacher Chair	Nos	01				
16.	Student Chairs	Nos	10				
17.	5x4 ft display board	Nos	06				
18.	Installation and Delivery charges if Any (Astana)						
19.	Software Support for 5 years						
Total (in Figures)							
Total (in Words)							

Rates quoted shall include supply, installation, testing, commissioning, freight, insurance, taxes, duties and all incidental charges required for a complete turnkey solution, unless specifically stated otherwise by the purchaser.

Note: Please read instructions carefully and incorporate all necessary details. For technical specifications of each item, please refer Annexure I of the Notice Inviting Tender.

Bidder Declaration. We hereby certify that:

1. I/We have carefully examined the tender document and understood the scope of work.
2. I/We agree to supply, install, test and commission the complete VTC system as per requirements.
3. The Technical Bid does not contain any price or financial information.
4. The quoted prices in the Financial Bid are inclusive of all applicable charges unless specifically stated.
5. I/We agree to provide warranty and AMC support as specified.
6. The proposed system shall be fully integrated and operational.
7. All equipment supplied shall be new and unused.
8. Any deviations from the tender requirements have been clearly declared in the Technical Bid.

It is confirmed that I/We have fully understood the terms for the tender of the Establishment of Computer Aided Language Learning Lab at National Defence University, Astana, Kazakhstan and are agreeable to me/us.

Date:

**(Seal & Signature of the authorized
Company Representative)**

Place:

Name & Address:

(Office Seal/Stamp)