

Reply should be addressed to
The Director General

Ministry of Defence
WESEE, West Block-V
RK Puram
New Delhi - 1100 66

To,

M/s

.....
As per approved list of vendors for LTE
.....

CAIO/834/Consultancy for Frontend

31 Jul 18

REQUEST FOR PROPOSAL (RFP)
Invitation of Bid for for Engagement of Consultancy Services for Frontend
Software for Combat Management System

LIMITED TENDER ENQUIRY

Request for Proposal (RFP) No. 19 dated 31 Jul 18

5. Single Bid (Techno-Commercial bid) in sealed cover is invited for hiring of consultancy services listed to meet the scope of work specified in Part II of this RFP. Please super-scribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.

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

(a) Bids/queries to be addressed to:-

Director General, WESEE
(Kind Attn: Capt Arshdeep Ahluwalia)

(b) Postal address for sending the Bids:-

Director General
(Kind Attn: Capt Arshdeep Ahluwalia)
WESEE, West Block V
RK Puram, New Delhi 110066

(c) Name/designation of the contact personnel: Capt Arshdeep Ahluwalia

(d) Telephone numbers of the contact personnel: 011-26190819 (Mon-Fri;
0900 – 1730 hrs)

(e) E-mail id of contact personnel: hodcaio-wesee-navy@nic.in

(f) Fax number: 011-26101143/ 26104686

7. This RFP is divided into five Parts as follows:-

- (a) **Part I** – The first part contains General Information and instructions for the bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.
- (b) **Part II** – The second part consists of details of the items, technical specifications, delivery period, consignee details etc.
- (c) **Part III** – The third part contains standard conditions of RFP such as liquidated damages (LD), duties, taxes etc.
- (d) **Part IV** – The fourth part of the RFP consists of the commercial aspects of the procurement like payment terms, performance guarantees, and guarantees against warranty services etc., to be performed by the seller.
- (e) **Part V** – The fifth part of the RFP defines the criteria for evaluation and acceptance of commercial proposal.

Part I – General information

1. **Last date and time for depositing the Bids: By 1430 hr on 15 Aug 18**

The sealed Techno-Commercial Bid should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.

2. **Manner of depositing the Bids:** Sealed Techno-Commercial Bids should be either dropped in the Tender Box marked as **WESEE TENDER BOX** at the address given above so as to reach by due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/ non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).

3. **Time and date for opening of Bids: 1500 hr on 15 Aug 18 (Wednesday)**

(If due to any exigency, the due date for opening of the Bid is declared a closed holiday, the Bid will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).

4. **Location of the Tender Box:** Ground Floor, West Block 5, RK Puram, New Delhi. Only those Bids that are found in the WESEE tender box will be opened. Bid dropped in the wrong Tender Box will be rendered invalid.

5. **Place of opening of the Bids:** WESEE, Ground Floor, West Block V, RK Puram, New Delhi. The Bidder may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial / technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.

6. **Type of Tender and Bid.** This is a Limited Tender Enquiry and no unsolicited bids will be accepted/ entertained by this office in accordance with GFR 2017. This procurement is on Single Bid Tender basis where both the technical and commercial details, along with other information, as sought are to be submitted together in a single sealed cover by the bidder.

7. **Pre-Bid Conference.** A pre-bid conference is planned at WESEE Annexe, 6th Floor, MTNL Building, Bhikaji Cama Place, Delhi 110066 at 1430 hrs. on 10 Aug 18. All bidders are to attend this conference for clarifying issues and clearing doubts, if any, about the specifications or any allied technical details of the services being procured.

8. **Forwarding of Bid:** **Single Bid Commercial Offer** should be forwarded by bidder under their original memo / letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with EFT account if applicable, etc. and complete postal & e-mail address of their office.

9. **Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than three (03) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.

10. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal

notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder forfeiture of bid security.

11. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

12. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

13. **Validity of Bids:** The Bids should remain **valid till 04 months** from the last date of submission of the Bids.

14. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) for an amount of **Rs. 1,00,000/- (Rupees One Lakh only)** along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request). EMD is to remain valid for a period of **forty-five days** beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.

Part II – Essential Details of Items/Services Required

1. **Schedule of Requirements.** Engagement of services of following consultant personnel for WESEE workshare related to Integrated Test Procedure(ITP) and Preliminary System Acceptance Trials(PSATs) for frontend software - GDM(Graphics Display Manager)and MMI (Man Machine Interface) modules of Combat Management System (CMS) Project :-

- (a) Subject Matter Expert (SME) with at least 10 yrs experience.
- (b) Senior Software Engineer (SSE) with at least 5 yrs experience.
- (c) Software Engineer (SE) with at least 2 yrs experience.

2. GDM and MMI modules have been developed by WESEE with assistance from local industry partners. The source code and associated binaries are sole property of this organization and under configuration management within WESEE premises. The CMS project has a total of approximately 700 functions, of which 400 functions entail interaction between the system and the operator through a Touch Input Device or Graphical Display. The GDM and MMI software modules facilitate these interactions. Other software modules that are part of the system design have been developed by WESEE and M/s TPSED. There is a requirement to undertake code walk-through and to make changes for new requirements as and when they are approved. The broad scope of work includes consultancy for several activities towards testing, debugging and delivery of the said modules as follows:-

SER	PROPOSED ACTIVITIES
(a)	Resolution of software defect identified
(b)	Software Code changes towards incorporation of Software Change Orders (SCOs)
(c)	Software Integration efforts at site when required.
(d)	Comparison of Interface Definition Language (IDL) between the modules and resolution of discrepancies
(e)	Incorporation of necessary code changes to cater to IDL mismatches and rectification of faults encountered during integration
(f)	Compilation of new code post closure of all fault reports.
(g)	Participation in architectural reviews.
(h)	Association during Integrated Test Procedure(ITP) and Preliminary System Acceptance Trials(PSATs)
(i)	Association during Setting to Work

3. **Provision of Consultancy Services.** The consultancy services would be required to be delivered in four cities –Delhi, Mumbai, Kochi and Bangalore in order to resolve software issues, manage project lifecycle risks and ensure adherence to project timelines. Considering the dynamic nature of software integration, testing and acceptance activities, the consultancy resources are proposed to be employed on as required basis and would therefore vary on a monthly basis. The consultancy would be solicited as follows:-

<u>Ser.</u>	<u>Location</u>	<u>Proposed Activities</u>
(a)	Mumbai	Internal testing of GDM and MMI on target hardware
(b)	B'lore	Fault Resolution and black-box testing Conduct of ITP and PSATs
(c)	Delhi	Verification of resolved bugs Architecture validation
(d)	Kochi	Setting to work

4. **Deliverables.** All models, artifacts and source code generated for GDM and MMI modules shall be the property of WESEE and shall be delivered to WESEE as part of deliverables under this contract on a monthly basis. The consultancy would be chargeable for SME/SSE/SE for blocks of 5 working days at four locations as follows :-

<u>Ser</u>	<u>Category</u>	<u>LOCATION</u>			
		<u>MUMBAI</u>	<u>DELHI</u>	<u>B'LORE</u>	<u>KOCHI</u>
(a)	SME				
(b)	SSE				
(c)	SE				

5. **Single – Bid System.** Bidders are required to furnish clause by clause compliance of RFP bringing out clearly the deviations from the RFP. The Bidder is advised to submit the compliance statement in the following format along with commercial bids :-

Para of RFP specifications item-wise	Specification offered, if applicable	Compliance to RFP specification – whether Yes / No	In case of noncompliance, deviation from RFP to be specified in unambiguous terms.

6. **Consignee Details:-**

The Director General
WESEE
West Block 5
RK Puram
New Delhi 110066

Part III – Standard Conditions of RFP

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

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

2. **Effective Date of the Contract.** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

3. **Arbitration.** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).

4. **Penalty for use of Undue influence.** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offence by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. **Agents / Agency Commission.** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to

any such individual or vendor in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

6. **Access to Books of Accounts.** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

7. **Non-disclosure of Contract documents.** Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party. Any part of the documents shared by WESEE towards development of the GDM-MMI under the scope of this RFP shall be under the NDA clause and subject to provisions under the Officials Secret Act 1923. The firm is required to ensure that all employees/ developers handling this development are sensitized about NDA and OSA clauses. The IPR and re-usability of the same would be the exclusive rights of WESEE.

8. **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 for reasons attributable to the SELLER, 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. **Termination of Contract.** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases :-

(a) The delivery of the software/ material is delayed for causes not attributable to either Force Majeure or for delays on the part of the BUYER for more than 02 (two) months after the scheduled date of delivery.

(b) The Seller is declared bankrupt or becomes insolvent.

(c) The delivery of material is delayed due to causes of Force Majeure by more than 04 (four) months.

(d) The Buyer has noticed that the Seller has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

(e) As per decision of the Arbitration Tribunal.

10. **Notices.** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

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

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

13. **Amendments.** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14. **Taxes and Duties.** As applicable payable at actuals. Copy of HSN code as per GST to provided.

Part IV – Special Conditions of RFP

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

The term 'Software' may be read as 'Services' in the remaining of the document for all the applicable paragraphs below.

Note: This is a Limited Tender Enquiry and no unsolicited bids will be accepted/entertained by this office in accordance with GFR 2017.

1. **Performance Guarantee.** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).
2. **Option Clause:** The contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the present contract. It will be entirely the discretion of the Buyer to exercise this option or not.
3. **Repeat Order Clause.** The contract will be have a Repeat Order Clause, wherein the Buyer can order upto 50% quantity of the items under the present contract within six months from the date of successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause at the time of responding to the present RFP. It will be entirely the discretion of the Buyer to place the Repeat order or not.
4. **Payment Terms for Sellers.** 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 through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). **The payment will be made as per actual usage of resources on a monthly basis based on satisfactory acceptance certificate from the concerned WESEE Project Manager.**
5. **Advance Payments.** No advance payment(s) will be made.
6. **Paying Authority.** The DCDA (Navy), Project Seabird, 1st floor, West Block-V, RKPuram, New Delhi-110066. The payment of bills will be made through DCDA (Navy), New Delhi-110066 on submission of the following documents by the Seller to the Paying Authority along with the bill:
 - (a) **Indigenous Sellers: (Name and address, contact details).** The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:

- (i) Ink-signed copy of contingent bill / Seller's bill.
- (ii) Ink-signed copy of Commercial invoice / Seller's bill.
- (iii) Copy of Supply Order/Contract with required under delegation of powers.
- (iv) CRVs in duplicate.
- (v) Inspection note.
- (vi) Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.
- (vii) Exemption certificate for Excise duty / Customs duty, if applicable.
- (viii) Bank guarantee for advance, if any.
- (ix) Guarantee / Warranty certificate.
- (x) Performance Bank guarantee / Indemnity bond where applicable.
- (xi) DP extension letter with required under delegation of powers, indicating whether extension is with or without LD.
- (xii) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code and a copy of cancelled cheque(if these details are not incorporated in supply order/contract).
- (xiii) Any other document / certificate that may be provided for in the Supply Order / Contract.
- (xiv) User Acceptance.
- (xv) Xerox copy of PBG.

(Note – From the above list, the documents that may be required depending upon the peculiarities of the procurement being undertaken, may be included in RFP)

7. **Fall clause.** The following fall clause will form part of the contract placed on successful Bidder:-

(a) The price charged for the software supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the goods or offer to sell goods of identical description to any persons/ Organization including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.

(b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organisation including the Buyer or any Deptt. of central Govt. or any Department of the State Government or any

Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:-

- (i) Exports by the Seller.
- (ii) Sale of goods as original equipment at price lower than the prices charged for normal replacement.
- (iii) Sale of goods such as drugs, which have expiry dates.
- (iv) Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private parties and bodies.

8. **Exchange Rate Variation**. This clause is not admissible.

9. **Patents, Trademark and Copyrights**. The Vendor is to assure that there is no infringement of any patent or intellectual property right occasioned by the supply of documents and connected materials which would form part of the supply of system being proposed. The Vendor is also to undertake to indemnify against all costs, expenses and claims of damages made by the Third Party arising from any alleged infringement of patent or industrial / intellectual property rights arising or resulting from use of the equipment in accordance with the Technical Specifications as set out. The software developed will be the property of the BUYER with all associated rights as applicable.

10. **Risk & Expense clause**.

(a) Should the stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

(b) Should the software or any installment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

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

- (i) Such default.

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

(d) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed 10 % of the value of the contract.

11. **Force Majeure clause.**

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

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

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

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

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

12. **Specification.** The following Specification clause will form part of the contract placed on successful Bidder - The Seller guarantees to meet the specifications and requirements as given in Part 2 of this RFP and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer Services as per modifications/requirements recommended after the Maintenance Evaluation Trials. All technical literature and drawings shall be amended as the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical Upgradation/alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenization or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques along with necessary tools as a result of Upgradation /alterations will be provided to the Buyer free of cost within 30 (Thirty) days of affecting such Upgradation /alterations.

13. **OEM Certificate.** In case the Bidder is not the OEM, the agreement certificate with the OEM for sourcing the services shall have to be mandatorily provided by the vendor/ Valid partner. The OEM/ Valid partner must also furnish certificate to this effect.

14. **Buyer Furnished Equipment.** Not Applicable.
15. **Transportation:** The following Transportation clause if applicable will form part of the contract placed on successful bidder:-
- (a) **CIF/CIP.** The stores shall be delivered CIF/CIP to WESEE. Seller will bear the costs and freight necessary to bring the software to WESEE. The seller has to procure Road Transport insurance against the Buyer's risk of loss or any damage to software during the transportation to the Buyer. The Seller will contract for insurance and pay the insurance premium.
16. **Quality.** The quality of the software delivered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in Buyer indicated location or specifications enumerated as per RFP and shall also include therein modification to the hardware suggested by the Buyer. Such modifications will be mutually agreed to. The Seller is required to confirm that the hardware to be supplied under this Contract shall be new and shall incorporate all the latest improvements and modifications thereto.
17. **Quality Assurance.** OEM Certificate for the expert consultants for requisite expertise deployed during course of the project.
18. **Inspection Authority.** The Inspection will be carried out by the Buyers representatives. The mode of Inspection will be User Inspection.
19. **Joint Receipt Inspection.** Not applicable.
20. **Franking clause.** The following Franking clause will form part of the contract placed on successful Bidder –
- (a) **Franking Clause in the case of Acceptance of Goods.** “The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the contract”.
- (b) **Franking Clause in the case of Rejection of Goods.** “The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract.”
21. **Claims.** The following Claims clause will form part of the contract placed on successful Bidder –
- (a) The claims may be presented either: (i) on quantity of the stores, where the quantity does not correspond to the quantity mentioned in the contract, or (ii) on quality of the stores, where quality does not correspond to the quality mentioned in the contract.
- (b) The quantity claims for deficiency of quantity shall be presented within 45 days of completion of acceptance of goods. The quantity claim shall be submitted to the Seller as per Form DPM-22 (Available in MoD website and can be given on request).

(c) The quality claims for defects or deficiencies in quality noticed during the acceptance shall be presented within 15 days of completion of acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 45 days after expiry of the guarantee period¹. The quality claims shall be submitted to the Seller as per Form DPM-23 (Available in MoD website and can be given on request).

(d) 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.

(e) Upon receipt of the Fault Report, the Seller shall assess the time to rectify the defect and indicate the same to the BUYER. The repair/ defect mitigation will then be undertaken as per the timelines mutually agreed between the BUYER and the SELLER taking in due cognizance the number of defects to the mitigated prior to the next release of the software application. The BUYER reserves the right to undertake trials of the rectified software at OEM premises prior to its formal release for deployment.

(f) The quality claims will be raised solely by the Buyer and without any certification/countersignature by the Seller's representative.

22. **Warranty** – Not applicable

23. **Product Support**. The seller shall provide the product support free of cost during the warranty period. Any improvement/modification/up gradation being undertaken by the Seller or their sub suppliers on the stores/equipment being purchased under the Contract will be communicated by the Seller to the Buyer and, if required by the Buyer, these will be carried out by the Seller at Buyer's cost or as mutually agreed. The following Product Support clause will form part of the contract placed on successful Bidder –

(a) The Seller agrees to provide Product Support for the software for a maximum period of 5 years including 01 years of warranty period after the delivery of software.

(b) The Seller agrees to undertake Maintenance Contract under mutually agreed terms for a maximum period of 12 months, extendable as per mutually agreed terms.

(c) In the event of any obsolescence during the above mentioned period of product support in respect of the software, mutual consultation between the Seller and Buyer will be undertaken to arrive at an acceptable solution including additional cost, if any.

(d) Any improvement/modification/ up gradation being undertaken by the Seller or their sub suppliers on the software being purchased under the Contract will be communicated by the Seller to the Buyer and, if required by the Buyer, these will be carried out by the Seller at Buyer's cost.

(e) **Technical Documentation**: All necessary changes in the documentation (Technical and Operators manual) for changes carried out on software of the equipment will be provided.

24. **Acceptance Trials.** Not Applicable
25. **Annual Maintenance Contract (AMC) Clause.** not applicable
26. **Technical Literature.** The details of technical literature to be supplied with the software should be listed as per the suggested format at Form DPM-18 (Available in MoD website and can be given on request). This should be provided with both Technical and Commercial Proposals. The cost column may be left blank in the Technical Proposal. The user and maintainer manuals should be compliant with IETM3 level.
27. **List of Deliverables.** The list of deliverables will be as indicated in Part II of RFP. The supply shall be deemed complete only on receipt of deliverables by buyer and on signing of Satisfactory Performance Assessment Certificate by the buyer.
28. **Price Variation (PV) Clause.** The contract will be treated as a fixed price contract.

Part V – Evaluation Criteria & Price Bid issues

1. **Evaluation Criteria** - The broad guidelines for evaluation of Bids will be as follows:

(a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.

(b) The technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the Technical characteristics of the equipment as mentioned in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.

(c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. All taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.

(d) The Bidders are required to spell out the rates of VAT, GST, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of VAT is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entailed after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of VAT duty upto any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of Customs duty / Excise Duty / VAT, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and VAT also.

(e) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

(f) The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Buyer.

1. **Price Bid Format:**

The Price Bid Format is given below and Bidders are required to fill this up correctly with full details:

<u>Ser</u>	<u>Category</u>	<u>05 MAN DAY RATES</u>			
		<u>MUMBAI</u>	<u>DELHI</u>	<u>B'LORE</u>	<u>KOCHI</u>
(a)	SME				
(b)	SSE				
(c)	SE				

(a) Mention the following –

- (i) No Custom Duty Exemption (CDE) will be provided by WESEE.
- (ii) Any other Taxes / Duties / Overheads / Other costs:



(AS Ahluwalia)
Captain
DDG (CMS)
for DG, WESEE