INVITATION BIDS FOR PROCUREMENT OF INTERFACE ADAPTERS & TESTING TOOLS

LIMITED TENDER ENQUIRY

M/S _____

_____

As per approved vendor list on LTE basis

(RFP) No 42/SMIG/PR/IAT DATED 04 DEC 18

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

2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below –

(a) Bids/queries to be addressed to	:	**The Director General, WESEE Ministry of Defence, Govt. of India, Wing 1, WB-5, RK Puram, New Delhi – 66.**
(b) Postal address for sending the Bids	:	**Same as above**
(c) Name/designation of the contact personnel:		**Cdr D Hari Krishna, Sr. Systems Manager**
(d)Telephone numbers of the contact personnel:		**011-26175213, 26172086**
(e) Fax number	:	**011-26175213**
(f) E-mail id of contact personnel	:	hodsmig-wesee-navy@nic.in

(Note: e-mail is not considered means of official correspondence)

3. 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 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 like terms, performance guarantees, and guarantees against warranty services etc.

(e) **Part V** – The fifth part of the RFP defines the criteria for evaluation and acceptance of commercial proposal.

4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also Reserves the right to withdraw the RFP, should it become necessary at any stage.

Part I – General information

1. **Last date and time for depositing the Bids:** **19 Dec 18 (Wednesday), at 1200 hrs.** The sealed Bids **(single Bid Commercial)** 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 Bids (original ink signed) should be either dropped in the Tender Box marked as "**WESEE TENDER BOX**" or sent by registered post at the address given above so as to reach by the 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**: **19 Dec 18 (Wednesday) at 1500 Hrs.** (If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).

4. **Location of the Tender Box:** **Ground Floor, West Block-5, RK Puram, New Delhi-66.** Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.

5. **Place of opening of the Bids**: **Logistic Office, WESEE, West Block-5, RK Puram, New Delhi-66**. The Bidders May depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.

6. **Type of Tender and Bid**: This is a **Limited Tender Enquiry** basis and no unsolicited bids will be accepted/ entertained by this office in accordance with GFR 2017. This procurement is on **Limited 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. **Forwarding of Bid**: Bid should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.

8. **Clarification regarding contents of the RFP**: A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14 (fourteen) 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.

9. **Modification and Withdrawal of Bid**: 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's forfeiture of bid security.

10. **Clarification regarding contents of the Bids**: During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request 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.

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

12. **Unwillingness to quote**: Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.

13. **Validity of Bid**: The Bids should remain valid till **120** Days from the last date of submission of the Bid.

14. **Earnest Money Deposit**: Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs. 50,000/-**. 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 public sector banks or 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 be valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. However, EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Scale 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**: Schedule of Requirements are mentioned below;

SL No.	Item	Description	Qty
(a)	Rugged Data Processing Unit	**Data Processing Unit: 64 Bit Machine,** Intel Core i7, Window 7 Professional, 14.0" and above LCD size, **Type-Semi Rugged GETAC (Model-S410), 1 PCMCIA slot Type-II**, 4GB DDR3,SATA HDD 500GB, External DVD RW, 4 USB ports USB 3.0x3, USB 2.0x1, 1 LAN Port (RJ-45) standard, HDMI,VGA, RS-232 Port, Power AC adapter, Carry Bag	01
(b)	MIL-1553-B PCMCIA CARD with connector cable	Single Function, Dual Channel**, RPCC-D1553, ABACO Make, MIL-1553 PCMCIA** card driver software with connector cable with one end PCMCIA connector and other end four BJ-75 (tri axial Female) connectors for PCMCIA interface	02
(c)	USB 3.0 to Ethernet Adapter	Anker, AK-A7611011	03
(d)	Crimping Tool	ASTRO Tool M22520/2-01	01
		ASTRO Positioner M22520/2-07	01
		ASTRO Positioner M22520/2-09	01
		ASTRO Positioner M22520/2-10	01

2. **Technical Details**: -Technical Details are mentioned at Para 1 above.

3. **Delivery Period**. Delivery period for Supply of "*Services and Deliverable*" would be **10 weeks** from the date of signing of Supply Order. Please note that Supply Order can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

4. **Consignee Details**:- **The Director General, WESEE**
Ministry of Defence, Govt. of India,
Wing 1, WB-5, RK Puram,
New Delhi – 66.

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 favor or disfavor 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 offers 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 favor 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 firm 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.

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, 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. **Cancellation of order**: 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 material is delayed for causes not attributable to Force Majeure for more than 02 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 months provided Force Majeure clause is included in contract.

(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 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. Failure to do so may result in rejection of Bid submitted by the Bidder.

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

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

1. **Performance Guarantee**: The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private 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 on MoD website and can be provided on request).

2. **Option Clause**. - Not Applicable in this Case –

3. **Repeat Order Clause**. - Not Applicable in this Case –

4. **Payment Terms for Indigenous 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 on 100% payment on delivery and acceptance by the user. **100% payment on delivery and acceptance by WESEE (subject to submission of Performance Bank Guarantee)**

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

6. **Paying Authority**: The CDA (Navy/CG), 1st floor, West Block-V, RK Puram, New Delhi-110066. The payment of bills will be made through CDA (Navy/CG), 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 stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores 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/organization including the Buyer or any Department 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, they 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.

(b) The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract – "We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/organization including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case May be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract except for quantity of stores categories under sub-clauses (a),(b) and (c) of sub-Para (ii) above details of which are given below - .....".

8. **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 stores 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.

9. **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 06 (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.

10. **Specification**: The following Specification clause will form part of the contract placed on successful Bidder - The Seller guarantees to meet the specifications as per Part-II of 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 up gradation/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 up gradation/alterations will be provided to the Buyer free of cost within 30 days of affecting such up gradation/alterations.

11. **OEM Certificate**: In case the Bidder is not the OEM, the agreement certificate with the OEM for sourcing the spares shall be mandatory. However, where OEMs do not exist, minor aggregates and spares can be sourced from authorized vendors subject to quality certification.

12. **Quality**: The quality of the stores delivered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in Seller's country or specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the stores to be supplied under this Contract shall be new i.e. not manufactured before **(**Year of Contract**),** and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past if any. The Seller shall supply an interchangeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

13. **Quality Assurance**: - Acceptance/ Rejection of components/ accessories on the basis of quality, lies on the sole discretion of WESEE, WB-5, RK Puram, New Delhi-66. **Any ambiguities relating to the quality of product/ specific standards required, are to be clarified with this office prior to the submission of bids**.

14. **Inspection Authority**: The Inspection will be carried out by a representative of **WESEE, WB-5, RK Puram, New Delhi-66**. The mode of Inspection will be Departmental Inspection / User Inspection.

15. **Franking clause**: The following Franking clause will form part of the contract placed on bidder:-

(a) Franking clause in the case of acceptance of goods/services – "The fact that the goods/services 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 / services 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/services – "The fact that the goods /services have been inspected after the delivery period an rejected by the Inspecting officer will not bind the Buyer in any manner. The goods/services are being rejected without prejudice to the rights to the Buyer under the terms and conditions of the contract."

16. **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 shown in the Packing List/Insufficiency in packing.

(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 JRI and 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 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 earliest but not later than 45 days after expiry of the guarantee period. 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) The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location under Seller's arrangement.

(f) Claims May also be settled by reduction of cost of goods under claim from bonds submitted by the Seller or payment of claim amount by Seller through demand draft drawn on an Indian Bank, in favor of Principal Controller/Controller of Defense Accounts concerned.

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

17. **Warranty** The following Warranty will form part of the contract placed on the successful Bidder –

(a) Except as otherwise provided in the invitation tender, the Seller hereby declares that the goods, stores articles sold/supplied to the Buyer under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/mentioned in contract. The Seller hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a minimum period of 12 months from the date of delivery of the said goods stores/articles to the Buyer, if during the aforesaid period the said goods/stores/articles be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated, and the decision of the Buyer in that behalf shall be final and binding on the Seller and the Buyer shall be entitled to call upon the Seller to rectify the goods/stores/articles or such portion thereof as is found to be defective by the Buyer within a reasonable period, or such specified period as May be allowed by the Buyer in his discretion on application made thereof by the Seller, and in such an event, the above period shall apply to the goods/stores/articles rectified from the date of rectification mentioned in warranty thereof, otherwise the Seller shall pay to the Buyer such compensation as May arise by reason of the breach of the warranty therein contained.

(b) Guarantee that they will supply spare parts, if and when required on agreed basis for an agreed price. The agreed basis could be and including but without any limitation an agreed discount on the published catalogue or an agreed percentage of profit on the landed cost.

(c) Warranty to the effect that before going out of production for the spare parts they will give adequate advance notice to the Buyer of the equipment so that the latter May undertake the balance of the lifetime requirements.

(d) Warranty to the affect that they will make available the blue prints of drawings of the spares if and when required in connection with the main equipment.

18. **Product Support**: -NA-

19. **Technical Documentation**: All necessary documentation (Technical and User manual) for using the product has to be provided by the bidder.

V – Evaluation Criteria & Price Bid issues

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

(a) Only those Bid will be evaluated which is found to be fulfilling all the eligibility and qualifying requirements of the RFP technically and commercially.

(b) 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. The consideration of taxes and duties in evaluation process will be as follows:

(i) In cases where only indigenous Bidders are competing, 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 Bid.

(ii) In cases where both foreign and indigenous Bidders are competing, following criteria would be followed –

(aa) In case of foreign Bidders, the basic cost (CIF) quoted by them would be the basis for the purpose of comparison of various tenders.

(ab) In case of indigenous Bidders, excise duty on fully formed equipment would be offloaded.

(iii) Sales tax and other local levies, i.e. octroi, entry tax etc would be ignored in case of indigenous Bidders.

(c) The Bidders are required to spell out the rates of Customs duty, Excise duty, VAT, Service Tax, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty / Excise Duty / 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 entrained 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 Customs duty / Excise Duty / 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.

(d) In import cases, all the foreign quotes will be brought to a common denomination in Indian Rupees by adopting the exchange rate as BC Selling rate of the State Bank of India on the date of the opening of Price Bid.

(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 L1 would be decided based on overall total price. 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. The bidder is required to quote for all the items listed in RFP. Partial quotes are not acceptable and would be disqualified.

(g) Any other criteria as applicable to suit a particular case.

2. **Price Bid Format**:

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

Ser	Description	Qty	Unit Price	Total Price
1				
2				
3				
4				
5				
			Total	
			GST Amount	
			Total Amount With GST	

(a) Mention the following –

(i) No Custom Duty Exemption (CDE) will be provided by WESEE.

(ii) Any other Taxes / Duties / Overheads / Other costs:

(iii) Grand Total:

(D Hari Krishna)
Commander
Sr. Systems Manager
for Director General