

## Part I – General Information

1. **Last date and time for depositing the Bids.** 18 Sep 19 at 1200 Hrs. The sealed bid should be deposited by the due date and time. The responsibility to ensure this lies with the bidder.
2. **Manner of depositing the Bids.** Single bid system shall be followed. Sealed techno commercial bid in an envelope 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 bids along with supplementary 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.** Bids will be opened at 1500 Hrs on 18 Sep 19. 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 customer. The time and date for the PNC would be intimated subsequent to evaluation of bids.
4. **Location of the Tender Box.** Tender Box is located at Reception Gate of West Block V, RK Puram, and New Delhi - 110066. Only those bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box / Letter Box will be rendered invalid.
5. **Place of opening of the bids.** Bids will be opened at Logistic Office, WESEE, West Block –V, RK Puram, and New Delhi – 110066. The bidders may depute their representatives, duly authorised 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 bidders.
7. **Forwarding of Bids.** The Techno commercial bid should be forwarded by bidders under their original memo/ letter pad inter alia furnishing details like TIN number, GST number, bank address with NEFT account if applicable, etc and contact nos, 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 customer in writing about the clarifications sought not later than 04 (four) 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 Bids.** A bidder may modify or withdraw his

bid after submission provided that the written notice of modification or withdrawal is received by the customer 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 contractor 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 customer 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 WESEE before the due date and time of opening of the bid, failing which the ***defaulting bidder may be delisted*** for the given scope of work as mentioned in Part II of this RFP.

13. **Validity of bids.** The bid should remain valid till 90 days from the last date of submission of the bids and threats quoted therein shall be valid for the entire contract period.

14. **Earnest Money Deposit (EMD).** Bidders are required to submit ***Earnest Money Deposit (EMD) for amount of Rs 2,000/- (Rupees Two Thousand Only)*** along with the bid. 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 authorised to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request). EMD should be made in favour of 'The Director General, WESEE' and 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.***

15. **Certificate by Vendor.** It is mandatory for the bidder to fill up the compliance matrix at Appendix 'A' to this RFP and ***submit the same along with the Techno commercial bid.***

**---END OF PART I---**

## **Part II – Essential Details of Items/Services Required**

1. **Schedule of Requirements.** The organisation wishes to avail Consultancy service for 02 days for CMMI Version 2.0.

2. **Scope of Work.** The scope of work would include facilitation/ training sessions and workshops for 15 personnel. The workshops/ trainings shall cover the following :-

- (a) Key Features of CMMI Dev and Ser V2.0
- (b) Differences between CMMI Dev/ Ser V1.3 & CMMI Dev/ Ser V2.0
- (c) Value and Intent of CMMI V2.0
- (d) Ensuring Quality through CMMI V2.0
- (e) Agile Based Project Management Practices with CMMI V2.0
- (f) Practices in CMMI V2.0
- (g) Governance and Performance Management with CMMI V2.0
- (h) Implementation Infrastructure using CMMI V2.0
- (j) Process Change Management in CMMI V2.0
- (k) CMMI Dev V2.0 applicability to WESEE and transition requirements

3. The vendor is required to provide one licence for downloading CMMI literatures relevant to Dev V2.0 from CMMI Institute website. The licence shall be a perpetual licence valid for lifetime.

4. **Vendor Qualification Criteria.** It is mandatory for the vendor to fill up the compliance matrix at Appendix 'A' to this RFP and ***submit the same along with the Techno commercial bid.***

5. **Consignee details.**

The Director General, WESEE,  
West Block V, RK Puram,  
New Delhi – 110066

**---End of Part II--**

### **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 from the date of related Work/ Supply Order issued by DG, WESEE and shall remain valid until the completion of the obligations of both the parties (Buyer and Service Provider/ Supplier/ OEM) under the contract. The deliveries, supplies, installation, commissioning and performance of the product and services, as relevant 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/ Service Provider/ Contractor 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 for bearing 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 Service Provider/ Contractor/ Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller/ Service Provider/ Contractor) or the commission of any offers by the Service Provider/ Contractor/ 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/ Service Provider/ Contractor and recover from the Seller/ Service Provider/ Contractor 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/ Service Provider/ Contractor. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Service Provider/ Contractor/ 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/ Service Provider/ Contractor 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/ Service Provider/ Contractor confirms and declares to the Buyer that the Seller/ Service Provider/ Contractor has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede,

facilitate or in any way to recommend to the Govt. of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller/ Service Provider/ Contractor; 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 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 Service Provider/ Contractor/ 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/ Service Provider/ Contractor will be liable to refund that amount to the Buyer. The Service Provider/ Contractor/ 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/ Service Provider/ Contractor 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 LIBR 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/ Service Provider/ Contractor 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/ Service Provider/ Contractor, 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 Service Provider's/ Contractor's/ Seller's failure to submit the Bonds, Guarantees and Documents, activate the intended licenses and/ or services and conduct trials etc. whichever is relevant as specified in the contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SERVICE PROVIDER/ CONTRACTOR/ 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/ services/ licenses. Any failure attributable to Force Majeure shall be brought to the notice of the Buyer in accordance with Force Majeure clause as detailed at Para 06 of 'Part IV - Special Conditions of RFP'.

09. **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 material/services is delayed for causes not attributable to Force Majeure for more than 01 month after the scheduled date of delivery.
- (b) The Service Provider/ Supplier is declared bankrupt or becomes insolvent.
- (c) The delivery of material/services is delayed due to causes of Force Majeure by more than 01 month provided Force Majeure clause is included in contract.
- (d) The Buyer has noticed that the Service Provider/ Supplier/ Seller has utilised 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/ Service Provider/ Contractor 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 Service Provider/ Contractor/ 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 Service Provider/ Contractor/ 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**

(a) **General.**

(i) If Bidder desires to ask for customs duty, excise duty or Sales Tax / VAT, GST extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

(ii) If reimbursement of any Duty/Tax 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 duty/tax will be entertained after the opening of tenders.

(iii) If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.

(iv) If a Bidder is exempted from payment of any duty/tax up to any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should

be brought out clearly. Stipulations like, the said duty/tax 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 such duty/tax 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 such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other bidders.

(v) Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Service Provider/ Contractor/ Seller. All such adjustments shall include all relief's, exemptions, rebates, concession etc. if any obtained by the Service Provider/ Contractor/ Seller.

(b) **Sales Tax / VAT/ Service Tax/ GST.**

(i) If it is desired by the Bidder to ask for Sales tax / VAT/ GST/ Service Tax etc to be paid as extra, the same must be specifically stated in the bids. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of sales tax and no liability of sales tax or any other levies as applicable will be developed upon the Buyer.

(ii) On the Bids quoting sales tax extra, the rate and the nature of Sales Tax applicable at the time of supply should be shown separately. Sales tax will be paid to the Seller/ Service Provider/ Contractor at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax and the same is payable as per the terms of the contract.

**-End of Part III-**

## 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.

### 1. Payment Terms for Indigenous Sellers:

(a) **General.** 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.

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

(c) **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/ contract period. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).

(d) **Payment Terms.** 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). 100% payment will be made on delivery and acceptance by the user.

(e) **Paying Authority.** Controller of Defence Accounts (Navy/CG), West Block-5, Wing1, RK Puram, New Delhi - 110066. The payment of bills will be made through CDA (Navy/CG), New Delhi on submission of the following documents by the Service Provider/ Contractor/ 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
- (iv) Bank guarantee for advance, if any
- (v) Work Satisfaction certificate by the buyer .
- (vi) Guarantee / Warranty certificate.
- (vii) Performance Bank guarantee / Indemnity bond where applicable.
- (viii) DP extension letter with CFA's sanction, where required under delegation of powers, indicating whether extension is with/ without LD.
- (ix) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
- (x) Any other document /certificate that may be provided for in the Supply Order/ Contract.
- (xi) User Acceptance.
- (xii) Xerox copy of PBG.



## (xiii) GST Challan

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/ services 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 contract. It will be entirely the discretion of the Buyer to exercise this option or not.

3. **Repeat Order Clause.** The contract will have a Repeat Order Clause, wherein the Buyer can order upto 50% quantity/ services of the items under the present contract within six months from the date of supply/ successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.

4. **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/ Service Provider/ Contractor shall in no event exceed the lowest prices at which the Seller/ Service Provider/ Contractor sells the stores/ services or offer to sell stores/ services of identical description to any persons/ Organisation 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/ Service Provider/ Contractor reduces the sale price, sells or offer to sell such stores to any person/organisation 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, 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 Service Provider/ Contractor/ Seller .
- (ii) Sale of goods as original equipment at price lower than 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. departments, including their undertakings excluding joint sector companies and/or private parties & bodies.

(c) The Seller/ Service Provider/ Contractor 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/organisation 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”.

5. **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/ Service Provider/ Contractor 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/ Service Provider/ Contractor 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/ Service Provider/ Contractor 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 thereunder.

(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/ Service Provider/ Contractor. Such recoveries shall not exceed actual cost of the value of the contract.”

6. **Force Majeure clause.**

(a) Neither party shall bear responsibility for the complete or partial non-performance 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.

7. **Specification.** The following Specification clause will form part of the contract placed on successful Bidder - The Service Provider/ Contractor/ 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, where applicable. All technical literature and drawings shall be amended as the modifications by the Seller/ Service Provider/ Contractor before supply to the Buyer. The Seller/ Service Provider/ Contractor, in consultation with the Buyer, may carry out technical upgradation/ alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenisation 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 days of affecting such upgradation/alterations.

8. **OEM Certificate.** Not applicable.

9. **Quality.** The quality of the product and services delivered according to the RFP and relevant Work/ Supply Order when issued shall correspond to the technical conditions and standards valid for the deliveries of the same product and services for specifications enumerated as per RFP. The Service Provider/ Supplier shall stand guarantee for quality of product and services during the lifecycle of the product, supplied/ offered against the contract, for its performance and capability mentioned by the Service Provider/ Supplier in their quotation or as published/ claimed by the product OEM in their catalogue/ Website etc. as on date of issue of this RFP.

10. **Quality Assurance.** Seller/ Service Provider/ Contractor would provide the standard Acceptance Test Procedure (ATP). Buyer reserves the right to modify the ATP.

11. **Inspection Authority.** The Inspection will be carried out by WESEE. The mode of Inspection will be Departmental Inspection / User Inspection / Joint Inspection / Self-certification.

12. **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 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.”

**-End of Part IV-**

## **PART V – EVALUATION CRITERIA & PRICE BID ISSUES**

1. **Evaluation Criteria.** The broad guidelines for evaluation of bid 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 Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. 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 Bids.
  - (c) The Bidders are required to spell out the rates of Customs duty, Excise duty, VAT, Service Tax, 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 Customs duty / Excise Duty / VAT/ GST 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 entreated 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/ GST 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/ GST, 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, GST and VAT also.
  - (d) 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.
  - (e) 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 Buyer will have the right to award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.
  - (f) Any other criteria as applicable to suit a particular case.
2. **Price Bid Format.** The Price Bid Format is placed at Appendix 'B' and Bidders are required to fill this up in the required format.

**-End of Part V-**

Appendix 'A'  
(Refer to RFP 16 Dated 26 Aug 19)

**RFP COMPLIANCE MATRIX BY THE VENDOR**  
**(It is mandatory to submit this compliance matrix, failing which the Customer reserves the right to reject the bid submitted)**

<u>S No.</u>	<u>Check off list /Clause</u>	<u>Compliance (Supporting Documents/ Remarks)</u>	<u>Yes/ No</u>
1	RFP No, Title and Date of opening of bids mentioned at bid envelop		
2	Techno commercial bid is as per format mentioned at Para 2 of Part V of RFP		
3	Para 7 Part I of RFP. Documentary proof of GST registration, TIN No or any other registration by any government organisation mandatory for executing the contract should be enclosed.	Self-attested documentary proof attached	
4	Para 14 part I of RFP- EMD for an amount of <b>Rs 2,000/-</b> value enclosed	Documentary proof in form of BG, FD, and DD etc. attached with Technical Bid.	
5	Acceptance to all specifications Essential Details of Items/Services required as per Part II of RFP.	Please specify variations if any clearly in the bid.	
6	Acceptance of Standard Conditions of RFP mentioned at Part III of RFP	Standard Conditions of RFP as per DPM 09 have been read and understood in all aspects, and acceptable, and there is no objection to including the same in the Work order/ Contract Agreement.	
7	Acceptance of Special Conditions of RFP mentioned at Part IV of RFP	Special Conditions of RFP as per DPM 09 have been read and understood in all aspects, and acceptable, and there is no objection to including the same in the Work order/ Contract Agreement.	

Office Stamp

---End of Appendix 'A'---

Signature of Bidder

Appendix 'B'  
(Refer to RFP 16 Dated 26 Aug 19)

**TECHNO COMMERCIAL BID**  
**FOR CONSULTANCY SERVICE**  
**FOR 02 DAYS FOR CMMI VERSION 2.0**

(In response to RFP no 16 dated 26 Aug 19)

1. **Rates of items.**

S. No.	Details	Rate	Amount
(a)	Consultancy for 02 days CMMI version 2.0 for 15 personnel		
(b)	License for document with Validity (Permanent)		

Details as per Part I para 7 of RFP are also required to be mentioned along with the commercial bid.

2. **Any other taxes/duties/overheads/other costs**

- (a) Is GST extra? If Yes, then mention the following:
- (i) Total value on which GST is leviable and Rate of GST
  - (ii) Total value of GST leviable
- (b) Is Custom Duty Exemption (CDE) required
- (c) Any other Taxes / Duties / Overheads / Other costs
- (d) Warranty Period / Hardware Support/ Life Cycle
- (e) Delivery Period / Delivery Plan
- (g) Please indicate other costs that are part of this RFP that are not mentioned in the Basic Cost of Service

**Office Stamp**

**Signature of Bidder**

**---End of Appendix 'B'---**

