

REQUEST FOR PROPOSAL (RFP)
INVITATION OF BIDS FOR PROCUREMENT OF
HARDWARE FOR NC SIMULATOR
LIMITED TENDER ENQUIRY

To,

M/s

As per approved vendor list on LTE Basis

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REQUEST FOR PROPOSAL NO. 37 /SMIG/PR/NC-SIGMA 40XP SIM
DATED 14 NOV 17

1. Single Commercial Bids in sealed cover are invited for supply of items listed in Part II of this RFP. The procurement will be an agreement between the purchaser and the supplier for the scope of the work and deliverables as 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 of bid 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 : **Director General, WESEE,
(for HoD(SMIG))
West Block -5, Wing 1
RK Puram, New Delhi – 66.**
- (b) Postal address for sending the Bids : **Same as above**
- (c) Name/designation of the contact personnel: **Sh. Naveen P Shrivastava,
Sc`D`**
- (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** Contain 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.

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(b) **Part II** Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.

(c) **Part III** Contains Standard Condition of RFP, which will form part of the Contract with the successful Bidder.

(d) **Part IV** Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.

(e) **Part V** Contains Evaluation Criteria and Format for Price Bids.

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.


(Naveen P. Shrivastava)
Sc 'D'
Sr. System Manager
for DG, WESEE

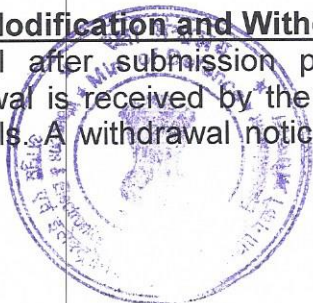




PART I – GENERAL INFORMATION

1. **Last date and time for depositing the bids.** **05 Dec 2017 at 1400 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 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.** The proposals would be opened on **05 Dec 2017 at 1500 hrs.** (If due to any exigency, the due date for opening of the proposals is declared a closed holiday, the proposals 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.** Adjacent to Reception, West Block-5, RK Puram, New Delhi-66. Only those proposals that are found in the tender box will be opened. Proposals dropped in the wrong Tender Box will be rendered invalid.
5. **Place of opening of the bids.** Logistics 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 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 **Single Bid Tender** basis where both 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.** Proposals should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, GST/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 07 (seven) 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 proposal after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of proposals. A withdrawal notice may be sent by fax but it should be followed by a

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

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

11. **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.

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 Proposal, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.

13. **Validity of Bids.** The proposals should remain valid till **60** Days from the last date of submission of the proposals.

14. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs. 25,500/- (Rupees Twenty Five Thousand Five Hundred Only)** along with their bids. 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. 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.

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PART II- ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

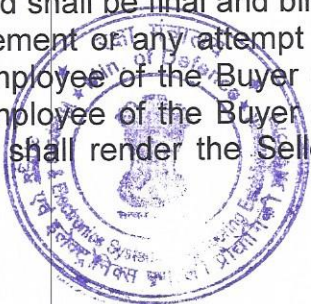
1. **Schedule of Requirements.** The list of deliverables and technical details are placed at **Appendix 'A'**.
2. **Delivery Schedule.** Delivery period for the product would be within **12 weeks** from the date of signing of Supply Order. Please note that Supply Order can be cancelled unilaterally 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.

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 date of the Supply Order would be deemed as effective date. The deliveries and supplies and performance of the services shall commence from the effective date of the Supply Order.
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.
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 offenses 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, 1988 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

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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. **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 is delayed for causes not attributable to Force Majeure for more than one month after the scheduled date of delivery.



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- (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 two (02) 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.

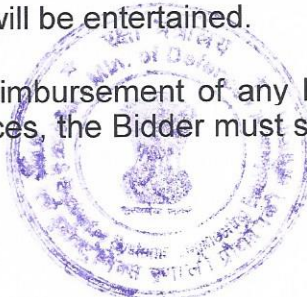
14. **Taxes and Duties.** As applicable, payable at actuals. Copy of HSN code to be provided. In respect of Foreign Bidders, all taxes, duties, levies and charges which are to be paid for the delivery of goods, including advance samples, shall be paid by the parties under the present contract in their respective countries. In respect of Indigenous bidders.

(a) **General**

(i) If Bidder desires to ask for excise duty or 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/GST is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any

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such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such Duty/GST will be entrained after the opening of tenders.

(iii) If a Bidder chooses to quote a price inclusive of any duty/GST and does not confirm inclusive of such duty/GST so included is firm and final, he should clearly indicate the rate of such duty/GST and quantum of such duty/GST 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/GST upto any value of supplies from them, he should clearly state that no such Duty/GST 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/GST, it should be brought out clearly. Stipulations like, the said Duty/GST 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/GST 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/GST 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/GST 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/GST paid by the supplier. Similarly, in case of downward revision in any Duty/GST, the actual quantum of reduction of such Duty/GST shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

(b) **Customs Duty**

(i) For imported stores offered against forward delivery, the Bidder shall quote prices thereof exclusive of customs duty. The Bidder shall specify separately the C.I.F. prices and total amount of customs duty payable. They will also indicate correctly the rate of customs duty applicable along with Indian Customs Tariff Number. Customs duty as actually paid will be reimbursed on production of necessary documents i.e.

(ii) Triplicate copy of the bill of entry.

(iii) Copy of bill of loading.

(iv) A copy of foreign principal's invoice. However, if the Bidder imports the stores in question against his own commercial quota Import Licenses, he will also be required to submit in addition the triplicate copy of bills of entry etc. a certificate from his Internal Auditor on the bill itself, to the effect that the following items/quantity in the bill of entry related to the stores imported against Defense Buyer contract number..... Dated.....



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(v) Subsequent to the reimbursement of customs duty, the Bidder will submit to the concerned Payment Authority a certificate to the effect that he has not obtained any refund of customs duty subsequent to the payment of duty to the Customs authority by him. In addition, he shall also submit to the Paying Authority concerned a certificate immediately after a period of three months from the date of payment of the duty to customs authorities to the effect that he has not applied for refund of the customs duty subsequent to the payment of duty to the customs authorities by him.

(vi) In case the Bidder obtains any refund of customs duty, subsequently to the payment of the same by him to the customs authorities and reimbursement of the customs duty to him by the Payment Authority, he should forthwith furnish the details of the refund obtained and afford full credit of the same to the Buyer.

(c) **Excise Duty.**

Note : Excise Duty exception certificate will not be provided (refer MoF notification No. 23/2015 central excise).

(i) Where the excise duty is payable on advance basis, the Bidder should submit along with the tender, the relevant form and the Manufacturer's price list showing the actual assessable value of the stores as approved by the Excise authorities.

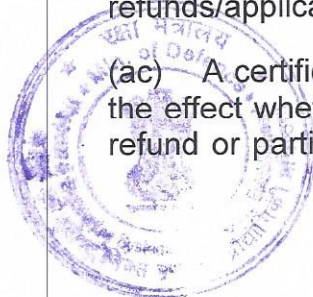
(ii) Bidders should note that in case any refund of excise duty is granted to them by Excise authorities in respect of Stores supplied under the contract, they will pass on the credit to the Buyer immediately along with a certificate that the credit so passed on relates to the Excise Duty, originally paid for the stores supplied under the contract. In case of their failure to do so, within 10 days of the issue of the excise duty refund orders to them by the Excise Authorities the Buyer would be empowered to deduct a sum equivalent to the amount refunded by the Excise Authorities without any further reference to them from any of their outstanding bills against the contract or any other pending Government Contract and that no disputes on this account would be raised by them.

(iii) The Seller is also required to furnish to the Paying Authority the following certificates:-

(aa) Certificate with each bill to the effect that no refund has been obtained in respect of the reimbursement of excise duty made to the Seller during three months immediately preceding the date of the claim covered by the relevant bill.

(ab) Certificate as to whether refunds have been obtained or applied for by them or not in the preceding financial year after the annual Audit of their accounts also indicating details of such refunds/applications, if any.

(ac) A certificate along with the final payment bills of the Seller to the effect whether or not they have any pending appeal/protest for refund or partial refund of excise duties already reimbursed to the



Seller by the Government pending with the Excise authorities and if so, the nature, the amount involved, and the position of such appeals.

(ad) An undertaking to the effect that in case it is detected by the Government that any refund from Excise Authority was obtained by the Seller after obtaining reimbursement from the Paying Authority, and if the same is not immediately refunded by the Seller to the Paying Authority giving details and particulars of the transactions, Paying Authority will have full authority to recover such amounts from the Seller's outstanding bills against that particular contract or any other pending Government contracts and that no dispute on this account would be raised by the Seller.

(iv) Unless otherwise specifically agreed to in terms of the contract, the Buyer shall not be liable for any claim on account of fresh imposition and/or increase of Excise Duty on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.

(d) **GST**

(i) If it is desired by the Bidder to ask for GST to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of GST and no liability of GST will be developed upon the Buyer.

(ii) On the Bids quoting GST extra, the rate and the nature of GST applicable at the time of supply should be shown separately. GST will be paid to the Seller 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 GST and the same is payable as per the terms of the contract.

(e) **Octroi Duty & Local Taxes**

(i) Seller should ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties.

(ii) In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges.

15. **Pre-Integrity Pact Clause.** An "Integrity Pact" would be signed between the Ministry of Defence/Buyer and the Bidder for purchases exceeding Rs.100 crores. This is a binding agreement between the Buyer and Bidders for specific contracts in which the Buyer promises that it will not accept bribes during the procurement process and Bidders promise that they will not offer bribes. Under this Pact, the Bidders for specific services or contracts agree with the Buyer to carry out the procurement in a specified manner. The Format of Pre-Integrity Clause will be as per Form DPM-10 (Available in MoD website, and can be provided on request). The essential elements of the Pact are as follows:-

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- (a) A pact (contract) between the Government of India (Ministry of Defense) (the authority or the "principal") and those companies submitting a tender for this specific activity (the "Bidder").
- (b) An undertaking by the Principal that its officials will not demand or accept any bribes, gifts etc., with appropriate disciplinary or criminal sanctions in case of violation.
- (c) A statement by each Bidder that it has not paid, and will not pay, any bribes.
- (d) An undertaking by each Bidder to disclose all payments made in connection with the Contract in question to anybody (including agents and other middlemen as well as family members, etc., of officials); the disclosure would be made either at the time of submission of Bids or upon demand of the Principal, especially when a suspicion of a violation by that Bidder emerges.
- (e) The explicit acceptance by each Bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the winning Bidder until the contract has been fully executed.
- (f) Undertaking on behalf of a Bidding company will be made "in the name and on behalf of the company's Chief Executive Officer".
- (g) The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertakings:
- (i) Denial or loss of contracts;
 - (ii) Forfeiture of the Bid security and performance bond;
 - (iii) Liability for damages to the principal and the competing Bidders; and
 - (iv) Debarment of the violator by the Principal for an appropriate period of time.
- (h) Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior and compliance program for the implementation of the code of conduct throughout the company.



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PART IV – SPECIAL CONDITIONS OF RFP

Note:- This is a LTE case and unsolicited bids shall not be accepted

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.
2. **Repeat Order Clause.** The contract will have a Repeat Order Clause, wherein the Buyer can order upto 50% of 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.
3. **Payment Terms for Indigenous Sellers.** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant epayment details so that payments could be made through ECS/NEFT mechanism instead of payment through cheques, wherever feasible. 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 Gurantee).**
4. **Advance Payments.** No advance payment(s) will be made.
5. **Paying Authority.** The JCDA (Navy) , Delhi – 110066

The payment of bills will be made through JCDA (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, contract 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 where 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 CFA's sanction, where 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 (if these details are not incorporated in supply order/contract).

(xiii) User Acceptance.

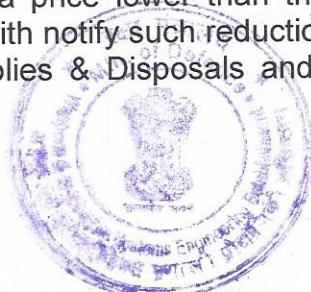
(xiv) Xerox copy of PBG.

(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)

6. **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.

(c) 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 up to 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 -”.

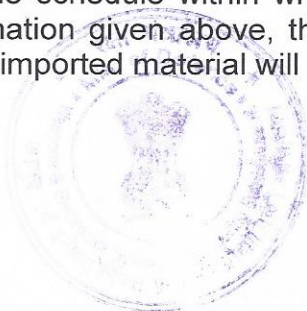
7. **Exchange Rate Variation Clause.**

(a) Detailed time schedule for procurement of imported material and their value at the FE rates adopted for the contract is to be furnished by the foreign Bidder as per the format given below Year wise and major currency wise import content break up Year, Total cost of material, FE content outflow (Equivalent in Rupees - crores), Dollar denominated, Euro denominated Other currencies denominated

(b) ERV will be payable/refundable depending upon movement of exchange rate with reference to exchange rate adopted for the valuation of the contract. Base exchange rate of each major currency used for calculating FE content of the contract will be the BC Selling rate of the State Bank of India on the date of the opening of Price Bids.

(c) The base date for ERV would be contract date and variation on the base date will be given up to the midpoint manufacture unless Bidder indicates the time schedule within which material will be exported by them. Based on information given above, the cutoff date/dates within the Delivery schedule for the imported material will be fixed for admissibility of ERV.

By



(d) ERV clause will not be applicable in case delivery periods for imported content are subsequently to be refixed /extended.

(e) The impact of notified Exchange Rate Variation shall be computed on an yearly basis for the outflow as mentioned by the vendor in their tender and shall be paid / refunded before the end of the financial year based on the certification of the Buyer.

8. **Risk & Expense clause.**

(a) Should the deliverables thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made, 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 deliverables thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests, 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.

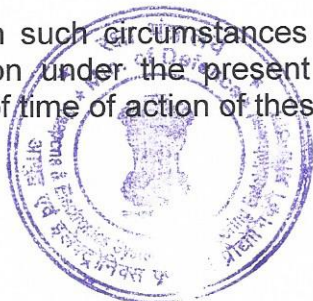
(d) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be over the contract price appropriate to such default or balance shall be recoverable from the SELLER.

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.

02/



(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.

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 the authorized vendors subject to quality certification.

12. **Quality.** 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.

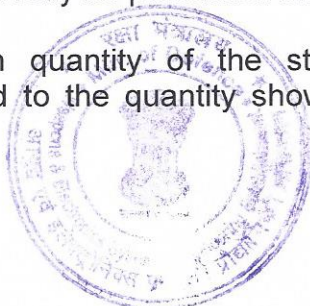
13. **Inspection Authority.** The Inspection will be carried out by a representative of the **WESEE, West Block-5, RK Puram, New Delhi-66**. The mode of Inspection will be Departmental Inspection / User Inspection.

14. **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.

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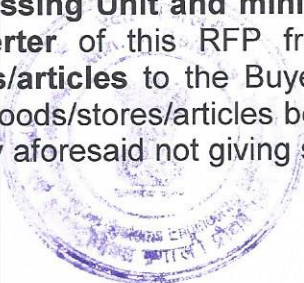


- (ii) On quality of the stores, where quality does not correspond to the quality mentioned in the contract.
- (iii) The quantity claims for deficiency of quantity shall be presented within 45 days of completion of JRI and acceptance of goods. The quantity claim shall be submitted to the Seller as per Form DPM-22 (Available in MoD website and can be given on request).
- (iv) 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).
- (v) 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.
- (vi) 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.
- (vii) 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.
- (viii) The quality claims will be raised solely by the Buyer and without any certification/countersignature by the Seller's representative stationed in India.

15. **Warranty.** The following Warranty will form part of the contract placed on 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 warranty period of Five years for Data Processing Unit and minimum One year for MIL 1553B card and RS422 converter** of this RFP from the **date of delivery of the said goods stores/articles** to the Buyer. If during the aforesaid period of warranty the said goods/stores/articles be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated, and

Buy



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.

16. **Product Support.** 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 stores, assemblies/subassemblies, fitment items and consumables, Special Maintenance Tools (SMT)/Special Test Equipments (STE) subcontracted from other agencies/ manufacturer by the Seller for a minimum period of five years including the agreed warranty period after the delivery of equipment.

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

(c) 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.

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



PART V – EVALUATION CRITERION & 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 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 Bids.

(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.

(ac) GST and other local levies, i.e. octroi etc would be ignored in case of indigenous Bidders.

(c) The Bidders are required to spell out the rates of Customs duty, Excise duty, 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 / 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 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 Customs duty / Excise Duty / GST up to 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 /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 and GST 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 Bids.

(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. 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.

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

2. **Price Bid Format.**


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

<u>S. No.</u>	<u>Description of items</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total</u>
1	Data Processing Unit (Semi Rugged Notebook (Getac): 1 PCMCIA Slot , 32 Bit Machine, Intel Core i7, Window 7 Professional, 14.0" and above LCD, 4GB DDR3, SATA HDD 500GB, DVD RW, 4 USB ports, 1 LAN Port (RJ-45) standard, VGA,RS-232 Port, Power adapter)	01		
2	EXCALIBUR MIL 1553 PCMCIA Card (Single function DUAL Channel,MIL-STD-1553B PCMCIA card, Single function card with DUAL Channel, Operating Temp 0-70°C,Industrial Grade, MIL-1553B PCMCIA card driver software with Cable for PCMCIA Card with one end PCMCIA Connector and other end four BJ-75 (Tri Axial Female) Connectors	01		
3	USB to RS-422 Converter & vice versa	04		
Total (in Rs.)				



(b) Mention the following -

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


(Naveen P Shrivastava)
Sc'D'
Sr. System Manager
for DG, WESEE





**TECHNICAL SPECIFICATIONS OF HARDWARE FOR
NC SIMULATOR**

<u>S.NO</u>	<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>
1	Data Processing Unit	Semi Rugged Notebook (Getac): 1 PCMCIA Slot, 32 Bit Machine, Intel Core i7, Window 7 Professional, 14.0" and above LCD, 4GB DDR3, SATA HDD 500GB, DVD RW, 4 USB ports, 1 LAN Port (RJ-45) standard, VGA,RS-232 Port, Power adapter	01
2	EXCALIBUR: MIL-1553 PCMCIA Card	Single function DUAL Channel MIL-STD-1553B PCMCIA card, Single function card with DUAL Channel, Operating Temp 0-70°C, Industrial Grade, MIL-1553B PCMCIA card driver software with Cable for PCMCIA Card with one end PCMCIA Connector and other end four BJ-75 (Tri Axial Female) Connectors	01
3	USB to RS-422 Converter	USB to RS-422 converter and vice versa.	04

WARRANTY: MIN FIVE YEARS FOR ITEM AT SL 1 AND MIN ONE YEAR FOR ITEMS AT SL 2&3)

ABJ

