

Request for Proposal

Procurement of Backup Software License for 3 years
with standard capacity of 1TB

Limited Tender Enquiry

To,

As per approved vendor for LTE

NW/117/Backupsoftware

30 May 19

Request for Proposal (RFP) No. 08
dated 30 May 19

1. Bid in sealed cover is invited for supply of items listed in Part II of this RFP. Please superscribe the abovementioned Title, RFP number and date of opening of the Bid on the sealed cover to avoid the Bid being declared invalid.
2. The address and contact numbers for sending Bid or seeking clarifications regarding this RFP are given below:-

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

Director General
(Kind Attn: Lieutenant Commander Aniruddh Pandey)
WESEE
West Block 5, RK Puram
New Delhi 110 066

(b) Postal address for sending the Bids :-

Director General
(Kind Attn: Lieutenant Commander Aniruddh Pandey)
WESEE
West Block 5, RK Puram
New Delhi 110 066

(c) Name/designation of the contact personnel: Lieutenant Commander Aniruddh Pandey, System Manager

(d) Telephone numbers of the contact personnel: 011-26190814/15
(Mon-Fri; 0900 – 1730 hrs)

E-mail id of contact personnel: ssm.wesee@navy.gov.in

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



(f) Fax number: 011-26172097

3. This RFP is divided into five Parts as follows:

(a) **Part I** – Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.

(b) **Part II** – 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 Conditions 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 till placement of order. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.



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Scientist 'D'
Sr. Systems Manager
WESEE, Ministry of Defence

Part II - Bidding Documents

Part I – General information

1. **Last date and time for depositing the Bids:** 19 Jun 2019 by 1430 Hrs.
The sealed Bids should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.
2. **Manner of depositing the Bids:** Sealed Techno-Commercial Bids should be either dropped in the Tender Box marked as **WESEE TENDER BOX** or sent by registered post at the address given above so as to reach by due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/ non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).
3. **Time and date for opening of Bids:** 19 Jun 2019 at 1500 Hrs (Wednesday)
(If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).
4. **Location of the Tender Box:** WESEE, Ground Floor, West Block 5, RK Puram, New Delhi. Only those Bids that are found in the WESEE tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.
5. **Place of opening of the Bids:** WESEE, Ground Floor, West Block 5, RK Puram, New Delhi. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial / technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.
6. **Type of Tender and Bid:** This is a Limited Tender Enquiry and no unsolicited bids will be accepted/ entertained by this office in accordance with GFR 2017. This procurement is on Single Bid basis where both the technical and commercial details, along with other information, as sought are to be submitted together in a single sealed cover by the bidder.
7. **Forwarding of Bids:** Single bid Techno-commercial offer should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, VAT/CST number, GST 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 bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be



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

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

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

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

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

14. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) for amount of Rs 16000/- (Rupees **Sixteen Thousand** only) along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request). EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them 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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Sr. Systems Manager
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Part II – Essential Details of Items/Services Required

1. Schedule of Requirements – Procurement of following:-

<u>S No.</u>	<u>Item Description</u>	<u>Qty</u>
(a)	Backup Software License for 03 years with standard capacity of 1TB. <u>The scope of work also includes Migration of old Data to new backup System.</u>	01

2. The scope of work and deliverables are enumerated in the succeeding paragraphs.

3. **Scope of work.** Procurement of Backup Software License for 3 years with standard capacity of 1TB alongwith Data Migration Software. The license will enable sustenance of extant comprehensive '***Data Back-Up and Recovery System***' for the group. The scope of work includes restoration of the existing backed up data in readable format using the procured Backup Software, onsite installation and commissioning of the Backup Software and subsequently training for the buyer.

4. **Deliverables.** As mentioned at Para 1 above.

5. **Delivery Period.** The period for execution of work for deliverables at Para 1 would be **02 weeks** from placement of work order.

6. **Single-Bid System** – Bidders are required to furnish **clause by clause compliance of all specifications bringing out clearly the deviations from specifications as well as for all clauses of all Parts of the RFP**, if any. The Bidders are advised to submit the compliance statement in the following format as part of Techno-Commercial Bid :-

<u>Para of RFP Specification/ clause</u>	<u>Compliance to RFP specification/ clause – whether Yes / No</u>	<u>In case of noncompliance, deviation from RFP to be specified in unambiguous terms.</u>

7. **Consignee details** –

Director General
(Kind Attn: Lieutenant Commander Aniruddh Pandey)
WESEE
West Block 5, RK Puram
New Delhi 110066



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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.

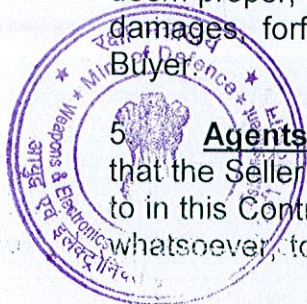
1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. **Effective Date of the Contract/Supply Order :** The contract/supply order shall come into effect on the date of its acknowledgement by the seller and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

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

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

5. **Agents / Agency Commission:** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of



India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or vendor in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

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

7. **Non-disclosure of Contract documents:** Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

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

9. **Termination of Contract:** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases :-

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

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

(c) The delivery of material is delayed due to causes of Force Majeure by **more than 06 (six) months.**

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

(e) As per decision of the Arbitration Tribunal.



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

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

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

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

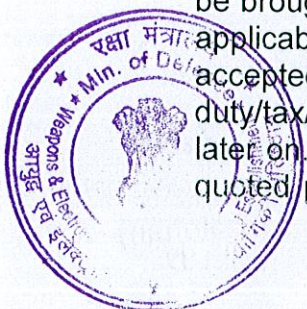
14. **Taxes and Duties (Applicable as per extant rules)**

(a) If Bidder desires to ask for Duty/Tax/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.

(b) If reimbursement of any Duty/Tax/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 duty/tax/GST will be entreated after the opening of tenders.

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

(d) If a Bidder is exempted from payment of any duty/tax/GST 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/GST, it should be brought out clearly. Stipulations like, the said duty/tax/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/tax/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/tax/GST which is



normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

(e) Any change in any duty/tax/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/tax/GST paid by the supplier. Similarly, in case of downward revision in any duty/tax/GST, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all relief's, exemptions, rebates, concession etc. if any obtained by the Seller.



(Handwritten signature)

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WESEE, Ministry of Defence

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.

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

1. **Performance Guarantee:** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).

2. **Payment Terms for Sellers.** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). **The 100% payment will be made after delivery of the item and acceptance by the user subject to submission of the documents mentioned in Para 4 below.**

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

4. **Paying Authority:** The payment of bills will be made through CDA (N/CG) on submission of the following documents by the Seller to the Paying Authority along with the bill:

- (a) Ink-signed copy of contingent bill / Seller's bill.
- (b) Ink-signed copy of Commercial invoice / Seller's bill.
- (c) Copy of Supply Order/Contract.
- (d) CRVs in duplicate.
- (e) Exemption certificate for Excise duty / Customs duty, if applicable.
- (f) Guarantee / Warranty certificate.

(g) Performance Bank guarantee / Indemnity bond where applicable.

(h) 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).



- (i) Any other document / certificate that may be provided for in the Supply Order / Contract.
- (k) Satisfactory Performance Assessment of Backup Software License for 03 years with standard capacity of 1TB.
- (l) Xerox copy of PBG.

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

(a) The price charged for the Backup Software License for 3 years with standard capacity of 1TB, supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the goods or offer to sell goods of identical description to any persons/ Organization including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.

(b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/ organization including the Buyer or any Dept. 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 seller 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.

6. **Risk & Expense clause:**

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

(b) Should the software or any installment thereof not perform in accordance with the specifications / parameters provided by the SELLER during



the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

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

(i) Such default.

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

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

7. **Force Majeure clause:**

(i) 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.

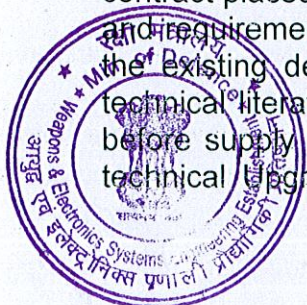
(ii) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(iii) 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.

(iv) 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.

(v) If the impossibility of complete or partial performance of an obligation lasts for more than 06 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

8. **Specification:** The following Specification clause will form part of the contract placed on successful Bidder – The Seller guarantees to meet the specifications and requirements as given in Part II of this RFP and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer. All technical literature and drawings shall be amended as the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical upgradation/ alterations in the design, drawings and specifications due to



change in manufacturing procedures, indigenization or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques along with necessary tools as a result of Upgradation /alterations will be provided to the Buyer free of cost within 30 (Thirty) days of affecting such Upgradation /alterations.

9. **OEM Certificate:** Nil.

10. **Buyer Furnished Equipment:** Nil.

11. **Transportation:** The following Transportation clause if applicable will form part of the contract placed on successful bidder:-

(a) **CIF/CIP:** The stores shall be delivered CIF/CIP to WESEE. Seller will bear the costs and freight necessary to bring the software to WESEE. The seller has to procure Road Transport insurance against the Buyer's risk of loss or any damage to software during the transportation to the Buyer. The Seller will contract for insurance and pay the insurance premium.

12. **Quality:** The quality of the software delivered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in Buyer indicated location or specifications enumerated as per RFP and shall also include therein modification to the software suggested by the Buyer. Such modifications will be mutually agreed to. The Seller is required to confirm that the software to be supplied under this Contract shall be new and shall incorporate all the latest improvements and modifications thereto.

13. **Inspection Authority:** The Inspection will be carried out by the Buyers representatives at Buyer premises. The mode of Inspection will be User Inspection.

14. **Joint Receipt Inspection:** Not applicable.

15. **Franking clause:** The following Franking clause will form part of the contract placed on successful Bidder –

(a) **Franking Clause in the case of Acceptance of Goods.** “The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the contract”.

(b) **Franking Clause in the case of Rejection of Goods.** “The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract.”

16. **Claims:** The following Claims clause will form part of the contract placed on successful Bidder –

(a) The claims may be presented either: (i) on quantity of the stores, where the quantity does not correspond to the quantity mentioned in the contract, or (ii) on quality of the stores, where quality does not correspond to the quality mentioned in the contract.



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(b) The quantity claims for deficiency of quantity shall be presented within 45 days of completion of acceptance of goods. The quantity claim shall be submitted to the Seller as per Form DPM-22 (Available in MoD website and can be given on request).

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

(d) The description and quantity of the stores are to be furnished to the Seller along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will settle the claims within 45 days from the date of the receipt of the claim at the Seller's office, subject to acceptance of the claim by the Seller. In case no response is received during this period the claim will be deemed to have been accepted.

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

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

17. Warranty -

The following Warranty will form part of the contract placed on the successful Bidder:-

(a) Except as otherwise provided in the invitation tender, the Seller hereby declares that the software 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 software would continue to conform to the description and quality **aforsaid for a period as mentioned below** and that notwithstanding the fact that the Buyer may have inspected and/or approved the said software, if during the aforesaid period, the said software be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated, and the decision of the Buyer in that behalf shall be final and binding on the Seller and the Buyer shall be entitled to call upon the Seller to rectify the software 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 software 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:



<u>Ser</u>	<u>Item Description</u>	<u>Qty</u>	<u>Warranty</u>
(i)	Backup Software License for 3 years with standard capacity of 1TB . <u>The scope of work also includes Migration of old Data to new backup System.</u>	01	03 Years

(b) The warranty would include rectification of software bugs during this period.

(c) Serviceability of 99% per year is to be ensured. This amounts to total maximum downtime of 5 days during the warranty. Total down time would be calculated at the end of the year. If downtime exceeds permitted downtime, LD would be applicable for the delayed period. The downtime is the event that a major software bug reduces the system unusable. The downtime will be the time from reporting of the bug to its rectification and system being used again, provided access to the SELLER to the site is ensured as required.

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

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

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

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

19. **Acceptance Trials:** The Acceptance trials of licenses will be conducted at Buyer's premises.

20. **Annual Maintenance Contract (AMC) Clause:** Not applicable

21. **Technical Literature:** The details of technical literature to be supplied with the software should be listed as per the suggested format at Form DPM-18 (Available in MOD website and can be given on request). The user and maintainer manuals should be compliant with IETM3 level.

22. **List of Deliverables** The list of deliverables will be as indicated in Part II of RFP. The Contract shall be deemed complete only on acceptance of Backup Software License for 3 years with standard capacity of 1TB **as mentioned at Para 1, Part II of the RFP by WESEE.**



(Signature)
(Manmohan)
Scientist 'D'
Sr. Systems Manager
WESEE, Ministry of Defence

23. Price Variation (PV) Clause -- The contract will be treated as a fixed price contract.



Manmohan

(Manmohan)
Scientist 'D'
Sr. Systems Manager
WESEE, Ministry of Defence

Part V – Evaluation Criteria & Price Bid issues

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

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

(b) The Techno-Commercial Bids forwarded by the Bidder will be evaluated by the Buyer with reference to the technical characteristics of the scope of work as mentioned in the RFP. The compliance of Bids would be determined on the basis of the parameters specified in the RFP.

I The Bidder is 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 duty upto any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of Customs duty / Excise Duty / VAT/ GST, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes livable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and VAT also.

(d) 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.

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

(a) Basic cost of the item/items:-



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Scientist 'D'
Systems Manager
WESEE, Ministry of Defence

<u>S. No.</u>	<u>Item</u>	<u>Qty</u>	<u>Unit Price (Rs)</u>	<u>Total Price (Rs)</u>
(i)	Backup Software License for 3 years with standard capacity of 1TB . <u>The scope of work also includes Migration of old Data to new backup System.</u>	01		

- (b) Accessories
- (c) Commissioning charges
- (d) Any other item
- (e) Is GST/CGST extra? If Yes, then mention the following.
- (i) Total value on which GST/CGST is leviable and Rate of GST/CGST
- (ii) Total value of GST/CGST leviable
- (f) Is Service Tax extra? If yes, then mention the following:
- (i) Total value of Services on which Service Tax is leviable
- (ii) Rate of Service Tax leviable
- (iii) Total value of Service Tax leviable
- (g) Is Custom Duty Exemption (CDE) required (**Will be provided as per extant rule**)
- (h) Any other Taxes / Duties / Overheads / Other costs
- (j) Warranty Period / Hardware Support/ Life Cycle
- (k) Delivery Period / Delivery Plan
- (l) Any other Taxes / Duties / Overheads / Other costs:
- (m) Gran Total:



(Signature)
 (Manmohan)
 Scientist D
 Sr. Systems Manager
 WESEE, Ministry of Defence