

Reply should be addressed to
the Director General

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

SMIG/PR/Desktop

05 Mar 18

To,

M/s

As per approved vendor list on LTE Basis

REQUEST FOR PROPOSAL (RFP)
INVITATION OF BIDS FOR PROCUREMENT OF IT HARDWARE

LIMITED TENDER ENQUIRY

Request for Proposal (RFP) No. (64) SMIG/PR/Desktop Dated 05 Mar 18

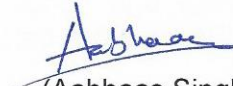
1. Bids in sealed cover are invited for supply of items listed in Part III of this RFP. Please superscribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.
2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below -
 - (a) Bids/queries to be addressed to: The Director General
WESEE
Ministry of Defence
West Block – V
RK Puram
New Delhi 110 066
 - (b) Postal address for sending Bids: The Director General
WESEE
Ministry of Defence
West Block – V
RK Puram
New Delhi 110 066
 - (c) Name/designation of the contact personnel: LtCdr Aabhaas Singhal,
SM(SMIG)
 - (d) Telephone numbers of the contact personnel: 011-26175213/26172086
 - (e) e-mail ids of contact personnel: hodsmig-wesee-navy@nic.in
 - (f) Fax number: 011-26175213



Aabhaas

3. This RFP is divided into five Parts as mentioned below and contains 14 pages.
- 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 Technical Requirements (SOTR), 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. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.




(Aabhaas Singhal)
Lieutenant Commander
System Manager
for Director General

Part I – General information

1. **Last date and time for depositing the Bids:** By 1430 Hr on 21 Mar 18. The sealed Bid should be deposited/ reach by the due date and time. The responsibility to ensure this lies with the Bidder.
2. **Manner of depositing the Bids.** Sealed Bid should be sent by registered post at the address given above so as to reach by the due date and time. The bids may also be dropped in the box marked '**WESEE TENDER BOX**' at West Block-5, RK Puram. Bids dropped in any other box such as 'MAIL BOX' would not be considered. 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.
3. **Location of the Tender.** The Commercial bid would be opened by a committee at 1500 Hr on 21 Mar 18 (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. **Place of opening of the Bids.** Office of Director General, WESEE. 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 the Bidder will be read out in the presence of the representative of the Bidders. This event will not be postponed due to non-presence of representatives.
5. **Type of Tender and Bid.** This is a Limited Tender Enquiry and no unsolicited bids will be accepted/entertained by this office in accordance with GFR 2017. This procurement is on Single Bid Tender basis where both the technical and commercial details, along with other information, as sought are to be submitted together in a single sealed cover by the bidder.
6. **Forwarding of Bids.** Bids should be forwarded by the Bidder under their original memo/ letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.
7. **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 at least 10 (ten) days prior to the date of opening of the Bids. A pre-bid meeting would be convened by WESEE in order to address these queries.
8. **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 forfeiture of bid security.
9. **Clarification regarding contents of the Bids.** During evaluation and comparison of bids, WESEE may 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.
10. **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.



11. **Unwillingness to quote.** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.
12. **Validity of Bids.** The Bids should remain valid for 90 days from the last date of submission of the Bids.
13. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) for an amount of Rs. **10,000/- (Rupees Ten Thousand Only)** along with the bid. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's cheque or Bank Guarantee from any public sector banks or private sector bank authorized to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request). EMD is to be valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.

Part II – Essential Details of Items/Services required

1. **Schedule of Requirements** – List of items / services required is as follows:

<u>Sl.</u>	<u>Product Description</u>	<u>Qty</u>
(a)	Workstation Tower Type Intel i7 6 th Generation, 16GB DDR3 RAM, 1TB SATA HDD, Slim DVDRW Drive, NVIDIA dual display 2GB graphics card, Wired Keyboard, Wired Mouse, 24" TFT high Resolution Monitor (Resolution 1920x1200 or better) with Dust Covers, CPU Dust Covers.	05

2. **Delivery Period:** Delivery period for supply of items would be **Two Weeks** after supply order has been placed. Please note that 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.

3. **INCOTERMS for Delivery and Transportation.** F.O.R Destination (Delhi).

4. **Consignee Details.**

The Director General
WESEE, Ministry of Defence
West Block – V
RK Puram
New Delhi 110 066



Part III – Standard Conditions of RFP

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

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract.** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration.** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-9 (Available in MoD website and can be provided on request).
4. **Penalty for use of Undue influence.** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offence by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
5. **Agents/ Agency Commission:** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or 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



[Handwritten signature]

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, 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 03 Weeks after the scheduled date of delivery.

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

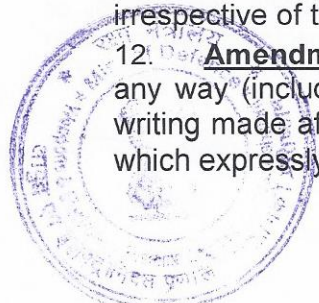
(c) The delivery of material is delayed due to causes of Force Majeure by more than 06 Weeks provided Force Majeure clause is included in contract.

(d) 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. **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 source code for the developed software modules will be the part of deliverables and the Buyer will have the sole ownership of the entire source code. 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.

12. **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.



13. **Taxes and Duties**

(a) **General**

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

(ii) If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entreated after the opening of tenders.

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

(iv) If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

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

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

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

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



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

(i) Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorized officer. Seller should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or 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. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or by-laws/notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

14. **Pre-Integrity Pact Clause:** An "Integrity Pact" would be signed between the 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:-

(a) A pact (contract) between the Government of India (Ministry of Defence) (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 Bidder that it has not paid, and will not pay, any bribes;

(d) An undertaking by 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 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;

(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.



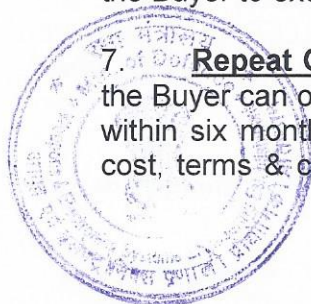
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Part IV – Special Conditions of RFP

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 LTE case and unsolicited bids shall not be accepted.**

1. **Performance Guarantee:** The Bidder will be required to furnish a Performance Guarantee in the form of Indemnity bond 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. **Tolerance Clause** – To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to 50% plus/minus increase or decrease the quantity of the required goods upto that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.
3. **Payment terms:** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). 100% payment on delivery and acceptance by the user.
4. **Advance Payments:** No advance payment(s) will be made.
5. **Paying Authority.** The payment of bills will be made through CDA (Navy) 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.
 - (d) 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).
 - (e) Any other document / certificate that may be provided for in the Supply Order / Contract.
 - (f) Satisfactory Performance Assessment of goods and services delivered.
6. **Option Clause.** The contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity/ services in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.
7. **Repeat Order Clause.** The contract will have a Repeat Order Clause, wherein the Buyer can order upto 50% quantity/ services of the items under the present contract within six months from the date of supply/ successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of



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this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.

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

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

(b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/ organisation including the Buyer or any Deptt. of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:-

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

9. **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.

10. **Force Majeure clause.**

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

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

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

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

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

11. **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.”

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

(a) The claims may be presented either: (a) on quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing, or (b) on quality of the stores, where quality does not correspond to the quality mentioned in the contract.

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



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

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

(e) The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location under Seller's arrangement.

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

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

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

(a) 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 contained in the contract.

(b) The seller hereby guarantees that the said goods/stores would continue to conform to the description and quality aforesaid for a period of 24 months from the date of delivery.

(c) Notwithstanding the fact that the Buyer may have inspected and/or approved the said goods, if during the aforesaid period of 24 months the said stores/articles be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated, and the decision of the Buyer in that behalf shall be final and binding on the Seller and the Buyer shall be entitled to call upon the Seller to rectify the goods/stores or such portion thereof as is found to be defective by the Buyer within 10 working days.

14. **Price variation clause.** This contract is a fixed price contract and no price variation will be accepted.



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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 Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. In cases where only indigenous Bidders are competing, all taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.
 - (c) The Bidders are required to spell out the rates of Customs duty, Excise duty, VAT, Service Tax, GST etc. in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty / Excise Duty / VAT/ GST is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be 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 / VAT/ GST upto any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of Customs duty / Excise Duty / VAT/ GST, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty, GST and VAT also.
 - (d) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
 - (d) The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.
 - (f) Any other criteria as applicable to suit a particular case.



Abhinav

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

<u>Sl.No</u>	<u>Description</u>	<u>Qty</u>	<u>Unit Price</u>	<u>GST</u>	<u>Total Price</u>
(i)					
(ii)					
(iii)					
(iv)					

(a) Mention the following :-

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



(Aabhaas Singhal)
Lt Commander
Systeme Manager
for DG, WESEE