

Request for Proposal for Procurement of 9.6 kbps Dual Channel RF Modems
with accessories and enclosure suitable for 1U Rack
Single Tender Enquiry

To,
As per approved vendor for STE

NW/117/9.6 modem

22 Feb 18

Request for Proposal (RFP) No. 62
dated 22 Feb 18

1. Bids in sealed cover are invited for supply of item listed in Part II of this RFP. Please super-scribe the above mentioned title, RFP number and date of opening of the Bids on the sealed cover to avoid the bid being declared invalid.

2. The address and contact numbers for sending bids or seeking clarifications regarding this RFP are given below :-

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

Director General
(Kind Attn: Cdr Lalit Dhingra, Sr System Manager)
WESEE
West Block 5, RK Puram
New Delhi 110066

(b) Postal address for sending the Proposal:-

Director General
(Kind Attn: Cdr Lalit Dhingra, Sr System Manager)
WESEE
West Block 5, RK Puram
New Delhi 110066

(c) Name/designation of the contact personnel: Cdr Lalit Dhingra, Sr System Manager

(d) Telephone numbers of the contact personnel: 011-26190815/814 (Mon-Fri; 0900 – 1730 hrs)

(e) 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

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

- (a) **Part I.** The first part contains General information and instructions for the bidders about the RFP such as the time, place of submission and opening of tenders, validity period of tenders, etc.
- (b) **Part II.** The second part consists of details of items, technical specifications, delivery period, consignee details etc.
- (c) **Part III.** The third part contains standard conditions of RFP such as Liquidated Damages (LD), duties, taxes etc.
- (d) **Part IV.** The fourth part of the RFP consists of the commercial aspects of the procurement like payment terms, performance guarantees, and guarantees against warranty services etc., to be performed by the Seller.
- (e) **Part V.** The fifth part of the RFP defines the criteria for evaluation and acceptance of commercial proposal.

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



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Part I – General information

1. **Last date and time for depositing the Bids:** 1430 hrs, 07 Mar 18 (Wednesday).

The sealed bid should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidders.

2. **Manner of depositing the Bids:** Sealed Bid 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:** 1500 hrs, 07 Mar 18 (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:** 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 **Single 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:** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, VAT/CST/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 7 (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



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by the Buyer prior to deadline prescribed* for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

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

11. **Rejection of 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. **Validity of Bids:** The Technical and Commercial Bids should remain valid till 04 months from the last date of submission of the Bids.

13. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) for amount of Rs 11,000/- (Rupees Eleven Thousand only). The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's cheque or Bank Guarantee from any public sector banks or private sector bank authorized to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request). EMD is to be valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. However, EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Scale Industries Corporation (NSIC) or any department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender.

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Part II – Essential Details of Item/Services Required

1. **Name of the Item** :- There is a requirement of procuring two 9.6 Kbps Dual Channel RF modems with accessories and enclosure suitable for 1U Rack as mentioned below:-

SNo.	Item Name	Quantity
(a)	9.6 Kbps Dual Channel RF Modem for Link II System (Part No 4805 244 201 94) with accessories (on per modem basis) as mentioned at SI (b) and (c) below and enclosure suitable for 1U Rack.	02
(b)	Executable software for Linux RHEL 6.0 with Kernel 2.6.32/Fedora 8.0 with Kernel 2.6.32 on DVD	01
(c)	(i) Wide Band Interface Cable	02
	(ii) Test Reports	01
	(iii) User Manual	01
	(iv) Technical Manual	01
	(v) Warranty Certificate	01
	(vi) Certificate of Conformance	01

2. **Single-Bid System**. Bidder is required to furnish **clause by clause compliance of RFP** bringing out clearly the deviations from RFP, if any. The Bidder is advised to submit the compliance statement in the following format along with Commercial Bid:-

Para of RFP	Compliance to RFP clause whether Yes / No	In case of non-compliance, deviation from RFP to be specified in unambiguous terms

3. **Delivery Period**. Delivery period for supply of items would be **within 16 weeks** of signing of Supply Order. Please note that the Buyer can cancel the tender unilaterally in case, item is not received within the delivery period. Extension of delivery period will be at the sole discretion of the Buyer, with applicability of Liquidated Damages (LD) clause.

4. **Consignee details:**

Director General
(Kind attn: HOD (Networking))
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 Special Conditions of the Request for Proposal (RFP) mentioned below. Failure to do so may result in rejection of 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, 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 this tender shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the tender 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 tender or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present tender or any other tender with the Government of India for showing or forbearing to show favour or disfavor to any person in relation to the present tender or any other tender 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 tender and all or any other tender 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 tender 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 deliver the product within delivery period mentioned in this RFP, the BUYER may deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the quoted price of the item for each week thereof subject to a maximum value of 10%.

9. **Cancellation of order:** The Buyer shall have the right to cancel the order in any of the following cases:-

(a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than 02 (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 provided Force Majeure clause is included in RFP.



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

(e) As per decision of the Arbitration Tribunal.

10. **Notices:** Any correspondence/clarification required or 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** (Will be provided as per extant rules)

(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 entrained after the opening of tenders.

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If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum

of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.

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

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

(b) **Customs Duty (Will be provided as per extant rules)**

(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. (i) Triplicate copy of the bill of entry; (ii) copy of bill of lading; (iii) a copy of foreign principal's invoice. However, if the Bidder imports the stores in question against his own commercial quota Import Licences, 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 Defence Buyer contract number..... dated.....

(ii) 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.

(iii) 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

(i) Where the excise duty is payable on advalorem 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:

- 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.

- 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.

- 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.

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- 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.

- 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) **Sales Tax / VAT**

(i) If it is desired by the Bidder to ask for Sales tax / VAT 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 sales tax and no liability of sales tax 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 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.

(e) **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 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. Wherever required, they 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 bylaws/ 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.

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

Note : This is a Single 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 quoted price 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. **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 in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.
3. **Repeat Order Clause:** The contract will have a Repeat Order Clause, wherein the Buyer can order upto 50% quantity of the items under the present contract within six months from the date of supply/successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.
4. **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 tolerance limit.
5. **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 7 below.



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

7. **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) CRVs in duplicate.
- (e) 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.
- (f) Exemption certificate for Excise duty / Customs duty, if applicable.
- (g) Bank guarantee for advance, if any.
- (h) Guarantee / Warranty certificate.
- (j) Performance Bank guarantee / Indemnity bond where applicable.
- (k) 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).
- (l) Any other document / certificate that may be provided for in the Supply Order.
- (m) User Acceptance certificate.
- (n) Xerox copy of PBG.

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

- (a) The price charged for the hardware supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the hardware or offer to sell hardware 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 of performance of all supply Orders placed during the currency of the contract is completed.

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(b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such hardware to any person/organization 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 hardware 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 hardware as original equipment at price lower than the prices charged for normal replacement.
- (iii) Sale of hardware such as drugs, which have expiry dates.
- (iv) Sale of hardware 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 item not be delivered within the time or times specified in this RFP, or if defective delivery is made in respect of the item, 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 supply order, to declare the tender as cancelled either wholly or to the extent of such default.

(b) Should item not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's establishment, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the tender wholly or to the extent of such default.

(c) In case of 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 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.



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 tender is extended correspondingly for the period of time of action of these circumstances and their consequences.

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

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

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 06 (six) months, either party hereto reserves the right to terminate the order 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. **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. All technical literature and drawings of the Modem 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. This will, however not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques alongwith necessary tools as a result of upgradations/alterations will be provided to the Buyer free of cost within 30 days of affecting such upgradation/alterations.

12. **OEM Certificate:** In case the Bidder is not the OEM of the hardware, the bidder should attach the supporting documents as an authorized dealer/Valid partner certificate from the OEM authorizing the firm to undertake supply of above items.

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13. **Earliest Acceptable Year of Manufacture:** The item should be of latest manufacture i.e. not manufactured before (2017), conform to current production standard and should have 100% defined life at the time of delivery. Deviations, if any, should be clearly brought out by the vendor in the technical proposal.

14. **Transportation:** The following Transportation clause 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 hardware to WESEE. The seller has to procure Road Transport insurance against the Buyer's risk of loss or any damage to hardware during the transportation to the Buyer. The Seller will contract for insurance and pay the insurance premium. No part-shipment and trans-shipment of hardware would be permitted. In case it becomes inevitable to do so, the seller shall not arrange part-shipment and/or trans-shipment without the express/prior written consent of the Buyer.

15. **Air lift:** The following Airlift clause will form part of the contract placed on successful Bidder - Should the Buyer intend to airlift all or some of the hardware, the Seller shall pack the hardware accordingly on receipt of an intimation to that effect from the Buyer. Such deliveries will be agreed upon well in advance and paid for as may be mutually agreed.

16. **Packing and Marking:** The following Packing and Marking clause will form part of the contract placed on successful Bidder :-

(a) The Seller shall provide packing and preservation of the equipment and spares/goods contracted so as to ensure their safety against damage in the conditions of land, sea and air transportation, trans-shipment, storage and weather hazards during transportation, subject to proper cargo handling.

(b) The packing of the equipment and spares/goods shall conform to the requirements of specifications and standards in force in the territory of the Seller's country.

(c) The Seller shall mark each package with in the English language as follows:-

- i. Supply order No. -----
- ii. Consignee -----
- iii. Ultimate consignee -----
- iv. SELLER -----

(d) Should any special equipment be returned to the Seller by the Buyer, the latter shall provide normal packing, which protects the equipment and spares/goods from the damage of deterioration during transportation by land, air or sea. In this case the Buyer shall finalize the marking with the Seller.

17. **Quality:** The quality of the hardware delivered according to the present Contract shall correspond to the technical conditions and standards valid for the



deliveries of the same hardware for in Seller's country or specifications enumerated as per RFP and shall also include therein modification to the hardware suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the stores to be supplied under this Contract shall be new i.e. not manufactured before (2016), and shall incorporate all the latest improvements and modifications.

18. **Quality Assurance:** Seller would provide the Standard Acceptance Test Procedure (ATP) within 60 days of the date of contract duly ratified by the buyer. Buyer reserves the right to modify the ATP. Seller would be required to provide all test facilities at his premises for acceptance and inspection by Buyer. The details in this regard will be coordinated during the negotiation of the contract. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.

19. **Inspection Authority:** The inspection will be carried out by Buyer. The mode of inspection will be departmental User Inspection.

20. **Certificate of conformance:** The bidder is required to give "Certificate of conformance" of the item issued by OEM. The firm is required to prove the technical specifications stipulated in the RFP at the user premises also. Non compliance of specifications will result in termination of order.

21. **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."

22. **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 hardware, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing, or (b) on quality of the hardware, 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 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).

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(c) The quality claims for defects or deficiencies in quality noticed during the acceptance shall be presented within 45 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) 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.

23. Warranty:

(a) The supplied item shall carry a warranty of **12 months** from the date of acceptance of item or date of commissioning, whichever is later. The item supplied under the supply order and each component used in the item should be free from all types of defects/failures.

(b) The Seller shall warrant that the item supplied conform to technical specifications prescribed and shall perform according to the said Technical Specifications in this RFP.

(c) If within the period of warranty, the item reported by the Buyer to have failed to perform as per the specifications, the Seller shall either replace or rectify the same free of charge, maximum **within 15 days** of notification of such defect received by the Seller. Warranty of the equipment would be extended by such duration. Record of the down time would be maintained by user in log book.

(d) Seller shall warrant that necessary service and repair back up during the warranty period of the equipment shall be provided by the Seller and he will ensure that the downtime is not more than three days of the warranty period.



(e) Seller shall associate technical personnel of Maintenance agency and Quality Assurance Agency of the Buyer during warranty repair and shall also provide the details of complete defects, reasons and remedial actions for defects.

(f) If the product fails frequently and the cumulative down time exceeds 50% of the warranty period, the complete equipment shall be replaced free of cost by the Seller within a stipulated period of 30 days of receipt of the notification from the Buyer. Warranty of the replaced equipment would start from the date of acceptance after Joint Receipt Inspection by the Buyer/date of installation and commissioning.

24. **Product Support.** The Seller shall provide product support in terms of maintenance activities, rectification of bugs/deficiencies and repairs free of cost during the warranty period.

25. **Technical Documentation.** All necessary documentation (Technical and Operators manual) for operating the product has to be provided by the bidder.

26. **Price Variation (PV) Clause.** The techno commercial offer must be firm and valid at least 04 months from the date of opening of tender.

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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 Bid forwarded by the Bidders will be evaluated by the Buyer with reference to the Technical characteristics of the equipment as mentioned in the RFP. The Bids of only those Bidders will be considered whose Bids are technically compliant.

(c) The Bidders are required to spell out the rates of Customs duty, Excise duty, VAT, Service Tax, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty / Excise Duty / VAT is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be 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 duty upto any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of Customs duty / Excise Duty / VAT, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes 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 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 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.



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

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

S.No.	Item	Unit Price	Qty	Total
(a)	9.6 Kbps Dual Channel RF Modem for Link II System (Part No 4805 244 201 94) with accessories (on per modem basis) as mentioned at SI (b) and (c) below and enclosure suitable for 1U Rack.		02	
(b)	Executable software for Linux RHEL 6.0 with Kernel 2.6.32/Fedora 8.0 with Kernel 2.6.32 on DVD		01	
(c)	(i) Wide Band Interface Cable		02	
	(ii) Test Reports		01	
	(iii) User Manual		01	
	(iv) Technical Manual		01	
	(v) Warranty Certificate		01	
	(vi) Certificate of Conformance		01	

- (b) Accessories
(c) Commissioning charges
(d) Any other item
(e) Is Excise Duty extra?
(f) If yes, mention the following:-
(i) Total value of items on which Excise Duty is leviable:
(ii) Rate of Excise duty (item-wise if different ED is applicable):
(iii) Surcharge on Excise duty, if applicable?
(iv) Total value of excise duty payable:
(g) Is Excise Duty Exemption (EDE) required:

If yes, then mention and enclose the following:

- (i) Excise notification number under which EDE can be given:

Is VAT extra?

If yes, then mention the following:

- (i) Total value on which VAT is livable:
(ii) Rate of VAT:
(iii) Total value of VAT livable:

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- (i) Is Service Tax extra?
If yes, then mention the following:
(i) Total value of Services on which Service Tax is livable:
(ii) Rate of Service Tax livable:
(iii) Total value of Service Tax livable:
- (j) Is Custom Duty Exemption (CDE) required:
(Will be provided as per extant rule)
If yes, then mention the following:
(i) Custom notification number under which CDE can be given
(Enclose a copy):
(ii) CIF value of stores to be imported:
(iii) Rate of Customs Duty payable:
(iv) Total amount of Customs Duty payable:
- (k) Octroi / Entry taxes:
- (l) Any other Taxes / Duties / Overheads / Other costs:
- (m) Grand Total:

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