

REQUEST FOR PROPOSAL

(Directorate of Network Centric Operations, Integrated Headquarters Ministry of Defence (Navy), Room No. 5E, West Block IV, R.K.Puram Sector – I, New Delhi - 110066)

Invitation of Bid for Supply of Web Scrapping Application Service (WSAS)

Request for Proposal (RFP) No OC/5148/WSAS dated 06 Feb 19

1. Bid in sealed cover is invited for supply of items listed in Part II of this RFP. Please superscribe the above mentioned Title, RFP number and date of opening of the Bid on the sealed cover to avoid the Bid being declared invalid.

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

(a) Bids/queries to be addressed to:

**Commodore (NCO)
Directorate of Network Centric Operations**

(b) Postal address for sending the Bids:

**Directorate of Network Centric Operations
Room No.5E, West Block IV
RK Puram Sector - I
New Delhi - 110066**

(c) Name/designation of the contact personnel:

Lt Commander Samarveer Singh/ Lt Cdr (NCO)

(d) Telephone numbers of the contact personnel: **91-11-26172085**

(e) E-mail id of contact personnel: **dnco@navy.gov.in**

(f) Fax number: **91-11- 26172101**

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

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

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

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

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

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

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



(KM Ramakrishnan)
Cmde (NCO)

PART I – GENERAL INFORMATION

1. **Last date and time for depositing the Bid:**

07-03-2019

The sealed bids (both commercial and technical) should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.

2. **Manner of depositing the Bid.** Sealed Bids should be either dropped in the Tender Box marked as **FOR DNCO** or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non - delivery/ non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).

3. **Time and date for opening of Bid:-**

1100 H (IST) on 08-03-2019

(If due to any exigency, the due date for opening of the Bid 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:-**

West Block IV, RK Puram, Sector - I, New Delhi 110066

Only the Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.

5. **Place of opening of the Bid:-**

Room No. 5E, West Block IV, RK Puram, Sector – I, New Delhi 110066

The Bidder may depute his representatives, duly authorised in writing, to attend the opening of Bid 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 representatives of the Bidder. This event will not be postponed due to non-presence of your representative.

6. **Opening of Two Bid System.** The technical bids shall be opened as per date sheet mentioned in the tender document. The evaluation of technical bid along with requisite documents received in physical form as well as documents uploaded online by the tenderers will be carried out off-line by a board of officers. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer.
7. **Forwarding of Bid.** The Bid should be forwarded by the Bidder under his original memo / letter pad inter alia furnishing details like TIN number, GSTIN 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 14 (fourteen) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to the bidder.
9. **Modification and Withdrawal of Bid.** The bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.
10. **Clarification regarding contents of the Bid.** During evaluation and comparison of the bid, 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 Bid.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

12. **Unwillingness to quote.** In the event of the Bidder unwilling to quote, the Bidder 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.
13. **Validity of Bid.** The Bid should remain valid till **six (06) months** from the last date of submission of the Bid.
14. **Earnest Money Deposit.** The Bidder is required to submit Earnest Money Deposit (EMD) for amount of **INR 9000.00** of the total value of the bid along with his 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 of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request). EMD is to remain valid for a period of forty-five days beyond the final bid validity period. The Bid Security of the 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 for the same item/range of products/goods or services with the Central Purchase Organisation (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 SERVICES REQUIRED

1. **Schedule of Requirements**

The Integrated Headquarters of Ministry of Defence (Navy) herein referred to as IHQ of MoD (N) Government of India invites bid in a sealed cover for supply of items as under:-

Ser	Item	Qty	Remarks
(a)	Subscription of Web Scrapping Application Service	01	For one year.

2. **Technical Details.**

(a) **Specifications.** The complete aforesaid service is to be provided by the firm who shall be responsible for its execution and management as a single point solution provider and the sole prime contractor. The firm is to provide WSAS subscription that can be accessed through a standalone computer on the internet. **The firm should be able to provide the service for a period of one year with option to renew the contract annually.**

(b) **Technical Details with Parameters.**

(i) The Service is to undertake daily web- based monitoring of the internet to automatically scrape data on maritime events, incidents and accidents. These includes monitoring of text, audio and video files uploaded on the internet.

(ii) The WSAS should monitor social media platforms such as Twitter, Facebook and Instagram amongst others to monitor any feed on relevant maritime events put up by the users of these platforms.

(iii) The WSAS is to provide periodic timely updates on the maritime events that are being monitored to IFC-IOR over the internet. Report on topics of relevance, as indicated by IFC-IOR, is also to be generated and provided in editable PDF and/ or word document format over e-mail.

(iv) The WSAS should be accessible over the internet through a dedicated login username and password. Upon logging in, the

dedicated section should appear which should display feeds of various maritime events that are being tracked by the service.

(v) The WSAS should provide a Rich Site Summary (RSS) feed that is updated every three hours.

(vi) The WSAS should be able to capture and store various articles posted on a particular topic/ event every day, record its frequency and be able to prepare a timeline on the topic.

(vii) The service should employ artificial intelligence based entity identification for scrapping of relevant information and for preparing the summary of every article.

(viii) The service should have an option to integrate paid publications into the system, subject to *IN* subscribing those publications.

(ix) The WSAS should have the capability for online and offline storage of the articles and scrapped websites in an electronic format that are easily searchable.

(x) The service should be able to run on Linux OS based computers.

(c) **License.** The firm should provide license for using the service at IMAC, Gurugram. A minimum of two user license must be provided for simultaneous accessing of services on the internet by Indian Navy.

(d) **Training/On-Job Training.** The firm must be provide basic and advanced training for 40 personnel from the buyer's side for operations of the service. This training must be provided at the place of installation of service i.e. at Information Fusion Centre – Indian Ocean region (IFC-IOR), Gurugram.

(e) **Installation.** The firm will be responsible for on – site installation of the service at Information Fusion Centre – Indian Ocean region (IFC-IOR), Gurugram.

(f) **Technical Support.** The firm will be responsible for providing online and offline technical support towards administration and operation of the service. A team of technical experts should be available for providing on – site technical support as and when requested by the buyer.

(g) **Technical Documentation.** The firm must provide requisite technical documentation for operation and maintenance of the service.

(h) **Security.** The Seller is to ensure security and authentication of the data transmitted to IHQ MoD (N)/DNCO. In addition, a certificate of malicious code as per format at **Appendix A** is required to be submitted by the bidder.

(j) **Satisfaction of both Parties.** The 'Seller' is to provide the service as set forth in this RFP to the full and complete satisfaction of the customer, i.e. IHQ of MoD (Navy).

3. **Two Bid System.** Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviation from specification, if any. The bidders are advised to submit the compliance statement in the following format along with Technical Bid:-

Para of RFP specifications item-wise	Specification of item offered	Compliance to RFP specification – whether Yes / No	In case of noncompliance, deviation from RFP to be specified in unambiguous

4. **Delivery Period.** Delivery period for supply of items would be **One month** from the effective date of contract. Please note that Contract 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.

5. Unless otherwise specifically agreed to by the Buyer and the Seller and incorporated in the contract, the applicable rules & regulations for transportation of goods from foreign countries will be as per the contemporary version of International Commercial Terms (INCOTERMS) evolved by International Chamber of Commerce, Paris. Definition of Delivery Period is given below:-

(a) **Terms of Delivery.** INCOTERM **DDP** (New Delhi) – **Local Delivery at site**

(b) **Date of Delivery.** The date on which the delivery is made at the consignee's site mentioned in the contract.

6. **Consignee details.**

**Commodore (NCO)
Directorate of Net Centric Operations
Room 5E, Wing 5, West Block IV
RK Puram Sector I
New Delhi - 110066**

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 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 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 Form 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 discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

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

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

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

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

(a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than two (**02**) 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 (04 months) provided Force Majeure clause is included in contract.

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

(e) As per decision of the Arbitration Tribunal.

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

11. **Transfer and Sub-letting.** The Seller 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**

(a) In respect of Indigenous bidders:-

(i) **General**

(aa) Bidders must indicate separately the relevant Taxes/ Duties likely to be paid in connection with delivery of completed goods specified in RFP. In absence of this, the total cost quoted by them in their bids will be taken into account in the ranking of bids.

(ab) If a Bidder is exempted from payment of duty/ tax up to any value of supplies from them, he should clearly state that no such duty/ tax 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 any Duty/tax, it should be brought out clearly. In such cases, relevant certificate will be issued by the Buyer later to enable the Seller to obtain exemptions from taxation authorities.

(ac) Any levies, taxes and duties levied by Central/State/Local governments such as CGST/ SGST/ IGST etc on final product upward as a result of any statutory variation taking place within contract period shall be allowed reimbursement by the Buyer, to the extent of actual quantum of such duty/tax paid by the Seller. Similarly, in case of downward revision in any such 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. Section 64-A of Sales of Goods Act will be relevant in this situation.

(ad) Levies, taxes and duties levied by Central/State/Local governments such as CGST/ SGST/ IGST etc on final product will be paid by the Buyer on

actuals , based on relevant documentary evidence, Taxes and duties on input items will not be paid by Buyer and they may not be indicated separately in the bids. Bidders are required to include the same in the pricing of their product.

Part IV – Special Conditions of RFP

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

1. **Performance Guarantee.** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).
2. **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 put repeat order 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 10% plus/minus increase or decrease the quantity of the required goods up to 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.** It will be mandatory for the Bidder to indicate their bank account number 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 payment for Web Scrapping Application Service (WSAS) will be made as follows:-

(a) Payment will be made half yearly.

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

7. **Paying Authority.**

(a) The payment authority will be **CDA, New Delhi**. The payment of bills will be made on yearly basis, at the end of each year, on submission of the following documents by the Seller to the Paying Authority along with the bill:

(i) Ink-signed copy of contingent bill / Seller's bill.

(ii) Ink-signed copy of Commercial invoice / Seller's bill.

(iii) Copy of Supply Order/Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.

(iv) CRVs in duplicate.

(v) 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.

(vi) Exemption certificate for Excise duty / Customs duty, if applicable.

(vii) Bank guarantee for advance, if any.

(viii) Guarantee / Warranty certificate.

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

(x) DP extension letter with CFA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.

(xi) 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).

(xii) Any other document / certificate that may be provided for in the Supply Order / Contract.

(xiii) User Acceptance.

(xiv) Photocopy of PBG.

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

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

(b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organisation including the Buyer or any Department of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale or offer of sale to the Purchase/Contracting Authority and 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 a price lower than the prices charged for normal replacement.

(iii) Sale of goods such as drugs which have expiry dates.

(iv) Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private parties and bodies.

(c) The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against

the Rate contract – “We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/organisation including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract except for quantity of stores categories under sub-clauses (i),(ii) and (iii) of sub-para (ii) above details of which are given below -.....”.

9. **Risk & Expense Clause.**

(a) Should the stores/ services or any instalment 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 instalment 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 stores/ services or any instalment 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 or service 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/ services 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/ services 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.

10. **Force Majeure Clause.**

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

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

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

(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organisation 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 hitherto 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. **Specification.** The following specification clause will form part of the contract placed on successful Bidder:-

The Seller guarantees to meet the specifications as per Part-II of RFP and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer Services as per modifications/requirements recommended after the Evaluation Trials. All technical literature 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 and specifications due to change in procedures, indigenisation or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, and usage/ operating techniques along with necessary tools as a result of upgradation/alterations will be provided to the Buyer free of cost within (**30**) days of affecting such upgradation/alterations.

12. **OEM Certificate.** In case the Bidder is not the OEM, the agreement certificate with the OEM for sourcing the data shall be mandatory. However, where OEMs do not exist, minor aggregates and spares can be sourced from authorised vendors subject to quality certification.

13. **Quality.** The quality of the stores/ services provided according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores/ services for in Seller's country or specifications enumerated as per RFP and shall also include therein modification to the stores/ services suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the stores/ services/ data to be supplied under this Contract shall be new i.e. not manufactured before (Year of Contract), and shall incorporate all the latest improvements and modifications thereto and are backward integrated and interchangeable with same equipment/ service/data supplied by the Seller in the past if any. The Seller shall supply an interchangeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

14. **Inspection Authority.** The Inspection will be carried out by DNCO. The mode of Inspection will be User Inspection.

15. **Claims.** The following Claims clause will form part of the contract placed on the Bidder:-

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

Part V – Evaluation Criteria & Price Bid issues

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

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

(b) In respect of Two – Bid system, the technical bids forwarded by the bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment mentioned in the RFP. The compliance of the technical bids would be determined on the basis of parameters specified in the RFP. The price bids of only those bidders will be opened whose technical bids would clear the technical evaluation.

(c) The lowest bid will be decided upon the price quoted by the Bidder as per the Price Format given at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows:

(i) In cases where only Indian Bidders are competing, L-1 bidder will be determined by excluding levies, taxes and duties levied by Central/ State/Local governments such as CGST/ SGST/ IGST etc. on final product, as quoted by bidders.

(ii) In cases where both foreign and indigenous Bidders are competing, following criteria would be followed:-

(aa) In case of foreign Bidders, the basic cost (CIF) quoted by them would be the basis for the purpose of comparison of various tenders.

(ab) Sales tax and other local levies, i.e. octroi, entry tax etc would be ignored in case of indigenous Bidders.

(d) In import cases, all the foreign quotes will be brought to a common denomination in Indian Rupees by adopting the exchange rate as BC Selling rate of the State Bank of India on the date of the opening of Price Bids.

(e) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

(f) The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

2. **Price Bid Format (To be used for L-1 determination)**: The price Bid Format in general is given below and Bidders are required to fill this up correctly with full details, as required under Part-II of RFP (The format indicated below is only as an illustration. This formation should be filled up with items/requirements as mentioned in Part-II of RFP)

Basic price of –

Ser	Items	Unit Price	Qty	Total
(a)	A B C			
(b)	Training			
(c)	Technical Literature			
(d)	Any other requirement			

Note. 1. Determination of L-1 will be done based on total of basic price (not including levies, taxes and duties levied by Central/State/Local governments such as CGST/ SGST/ IGST etc. on final product) of all items / requirements as mentioned above.

3. **Additional information in Price Bid on Taxes and Duties (not in scope of L-1 determination)**

- (a) Is GST extra?
- (b) If yes, mention the following:-
 - (i) Total value of items on which GST is leviable:
 - (ii) Rate of GST (item-wise if different GST is applicable):

(iii) Surcharge on GST, if applicable?

(iv) Total value of GST payable:

4. Please acknowledge receipt.

Enclosure: -

Appendix A – Certificate of malicious code

Appendix 'A'

(Refers to Part II Para 2K)

CERTIFICATE ON MALICIOUS CODE

(This certificate is to be rendered on company's letterhead)

1. This is to certify that the service being offered as part of the contract does not contain any kind of malicious code that would activate procedures to:-

(a) Inhibit the desired and the designed function of the equipment/data.

(b) Cause physical damage to the user or his equipment/ data/ software during the operational exploitation of the equipment.

(c) Tap information regarding network, network users and information stored on the network that is classified and/or relating to National Security, thereby contravening Official Secrets Act 1923.

2. There are no Trojans, Viruses, Worms and Spywares or any malicious software on the service.

3. This firm is liable in case of physical damage, loss of information and those relating to copyright and Intellectual Property rights (IPRs), caused due to activation of any such malicious code in embedded / shipped service.

(Signed)

Date: - Designation

Place: - Name and address of firm

Company Seal

(Authorised Signatory)

Place: _____

Date: _____

