

Tel: 26182568

WESEE
Ministry of Defence
West Block V, Wing No. 1
R K Puram
New Delhi 110 066

Ref No.: SCS/192/S5/IBM/Procurement

26 Sep 18

As per Approved Vendor List

**INVITATION OF BID FOR PROCUREMENT OF IBM RTC WORKGROUPS STARTER
PACK & TRADE-UP OF DNG & RTC LICENSES TO IBM CLM LICENSES
ON LIMITED TENDER ENQUIRY**

1. Bids under **Single bid systems** (Techno-Commercial) in a sealed cover is invited for procurement of IBM RTC workgroups starter pack and trade-up of existing DNG & RTC licenses to IBM CLM licenses for use at WESEE from authorized vendors. Schedule of Requirements etc. are **listed in Part II of this RFP**. Please highlight the above mentioned Title, Tender Enquiry number and date of opening of the Bids on the sealed covers to avoid the Bid being declared invalid.

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

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

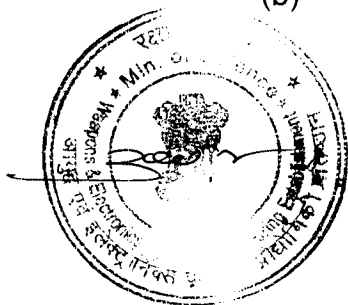
Director General
(Kind Attn: PK Singhal)
WESEE, MoD
West Block – V
RK Puram, New Delhi – 110066

(b) Postal address for sending the Bids:-

Director General
(Kind Attn: PK Singhal)
WESEE, MoD
West Block – V
RK Puram
New Delhi – 110066

(c) Name/Designation of the
contact personnel

: PK Singhal, Sc 'E'
DDG



- (d) Telephone No. of the contact personnel : 011- 26182568
(Mon – Fri: 0900 - 1730 hrs)
- (e) E-mail ID of the contact personnel: weseehodscs@navy.gov.in
(Note: e-mail is not considered as means of official correspondence)
- (f) Fax Number : 011- 26101143

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

- (a) **Part I.** This part contains General Information and Instructions for the Bidders such as the time, place of submission and opening of tenders, validity period of tenders, etc.
- (b) **Part II.** This part contains details of the items/services required, technical specifications, delivery period, consignee details etc.
- (c) **Part III.** This part contains Standard Conditions of RFP such as Liquidated Damages (LD), duties, taxes etc.
- (d) **Part IV** This part contains of the RFP consists of the commercial aspects of the procurements/services like payment terms, performance guarantees and guarantee against warranty servicers etc, to be performed by the Seller.
- (e) **Part V.** This part of the RFP defines the criteria for evaluation and acceptance of commercial proposal.

PART I: GENERAL INFORMATIONS

1. **Last date and time for depositing the Bids.** **17 Oct 2018, 1430 hrs (Wednesday).** The sealed bid (Techno-Commercial Proposal) in accordance with **Part II of this RFP** should be deposited/reach in single sealed envelope (the envelope should clearly state Techno-Commercial bid, this letter No. and the purpose) by the due date and time. The responsibility to ensure this lies with the Bidders.

2. **Manner of depositing the Bids.** Sealed bids should be dropped in the Tender Box marked as '**WESEE TENDER BOX**' 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.** **17 Oct 2018 (Wednesday), 1500hrs.** (If due to any exigency, the due date for opening of the bid is declared a closed holiday, then it will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).

4. **Location of the Tender Box.** WESEE, Ground Floor, West Block-V, RK Puram, New Delhi. Sealed bids should be dropped in the Tender Box marked as WESEE kept near the reception office at main entrance of West Block-V. Only those bids that are found in 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-V, 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 technical /commercial clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This even will not be postponed due to non-presence of your representative.

6. **Type of Tender and Bid.** This is a **Limited Tender Enquiry under Single Bid system** and **no unsolicited bids will be accepted/entertained by this office in accordance with GFR 2017.** The Bids must be submitted by the bidder under **Single Bid system** i.e. Techno-Commercial Bid to be submitted in separate sealed covers as per **Part II of RFP.** The same will be opened on the date mentioned above.

7. **Forwarding of Bid.** Bid should be forwarded by Bidders under their original memo/ letter pad inter alia furnishing details like PAN and GST numbers, Bank address with NEFT Account details, 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. Copies of the query and clarification shall be sent to all prospective bidders receive the bidding documents.

9. **Modification and Withdrawal of Bid.** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified.

10. **Clarification regarding contents of the Bid.** 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 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.** **Bidders unwilling to quote should ensure that intimation to this effect** reaches before the due date and time of opening of the Bid,

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

13. **Validity of Bids.** The Bids should remain valid for a period of **180 days** from the last date of submission of the Bids.

14. **Earnest Money Deposit.** All the completed tender documents should be submitted along with Earnest Money Deposit (EMD) for an amount of Rs. 59,700/- (Rupees Fifty Nine Thousand Seven Hundred only) by way of demand draft in favour of Director General, WESEE, payable at Delhi. The EMD draft shall be placed with the bid. On opening of commercial quotes, earnest money will be returned to all except the L1 firm (which will be arrived at by a board of officers by way of screening the submitted Techno-Commercial bids). No interest will be paid on the amount of earnest money held by Indian Navy in the context of the project. EMD would stand forfeited if successful tenderer withdraws amends, impairs and derogates from the tender within the validity period of different phases of the related project. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself.

PART II: ESSENTIAL DETAILS OF ITEMS / SERVICES REQUIRED

1. **Area of Responsibilities.** The broad scope of work and list of deliverables is enumerated at Appendix 'A'. The Seller will be responsible for the supply of the entire deliverables as brought out in Appendix 'A'.

2. **Deliverables.** This Request for Proposal (RFP) seeks a commercial bid for supply of items as brought out at Appendix 'A'. The deliverables will also include onsite technical product support at the Buyer's premises by the OEM on usage of the CASE tool by the development team at WESEE, if required.

3. **Statement of Technical Parameters.** The broad technical requirement of subscription is placed at Appendix 'B'. The Seller shall give an undertaking stating the conformance to the specified technical parameters giving reference to this document.

4. **Delivery Schedule.** Delivery period for supply of deliverables (renewal of subscriptions) would be 01 (one) week from the issue of Supply Order. The software subscription and product support shall start from the expiry of present subscription or date of Supply Order or delivery of requisite documents and/or license to enable software subscription and product support whichever is later. Please note that contract can be cancelled unilaterally by the Buyer in case deliverables 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. **Product Support.** The Seller shall provide product support in terms of maintenance activities, updates/upgrades, bug fixing and repairs free of cost during the period of subscription. The Seller shall also provide onsite technical product support at the Buyer's premises by the OEM on usage of the CASE tool by the development team at WESEE.

6. **Patent Rights Security, Ownership Rights and Non-Disclosure.**

(a) The Seller has to confirm that there are no infringements of any Patent Rights in accordance with the laws prevailing in their respective countries. Buyer shall hold all Intellectual Property Rights (IPR), ownership and copyrights on all the software developed for this project. In addition, Buyer shall hold all IPR, ownership and copyrights on this document and any other document, data and information, supplied in response to this RFP.

(b) This document is classified as 'COMMERCIAL CONFIDENTIAL'. No part of this document is to be copied or reproduced either in part or as a whole nor are its contents to be disclosed to a third party.

(c) The Seller shall ensure that all persons employed by them on any work in connection with this RFP have been notified that the Indian Official Secrets Act, 1923 applies to them and will continue to so apply even after the submission of the proposal, technical and price negotiations. These conditions shall also apply to the sub-Seller(s) of the Sellers.

(d) The information, data and documents provided by Buyer to the Seller during the submission of the proposal and price negotiations is solely provided for the purpose of this project. The information obtained from Buyer and the proposals/ reports/ documents generated by the Seller are not to be used by them for any other purpose or revealed to any other person or party not directly involved in the project either in writing, or otherwise.

PART III: STANDARD CLAUSES OF CONTRACT

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 Republic of India.

2. **Secrecy.** The Seller shall ensure that all persons employed on any work in connection with this Contract have noted that the Indian Official Secrets Act, 1923 (XIX of 1923) applies to them and will continue to so apply even after the termination or expiry of the Contract. These conditions shall also apply to the Sub-contractor(s) of the Seller, if any.

3. **Effective Date of the Contract.** The contract shall come into effect on the date of signing of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of contract.

4. **Arbitration.** Disputes during the currency of the Contract shall, in the first instance, be settled by mutual discussions and negotiations. The results of such resolution of dispute shall be incorporated as an amendment to the Contract, failing which the Parties can resort to Arbitration. Any question, dispute or difference arising under the Contract except as to any matter, the decision whereof is specially provided for in this Contract shall be referred to the sole arbitration of the Director General WESEE, New Delhi, or in case of his being unable or unwilling to act as Arbitrator, to some other person appointed by him. It will not be valid objection that the Arbitrator is a Government servant and that he had to deal with the matters to which the Contract related or that in the course of his duties as a Government servant he had expressed views on all or any of the matters, disputes or differences. The award of the Arbitrator shall be final and binding on the Parties. The Arbitrator shall be entitled to extend the time of award by consent of the Parties from time to time. The venue of Arbitration and the expenses of Arbitration will be in the discretion of the Arbitrator. Subject as aforesaid, the Arbitration and Conciliation Act 1996, and the rules made there under and any statutory modification being in force shall be deemed to apply to the Arbitration Proceedings under this condition. Performance under this Contract shall, however, continue during Arbitration Proceedings and no payment due to or payable by the Parties hereto shall be withheld unless any such payment is or forms a part of the subject matter of Arbitration Proceedings.

5. **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 Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government. 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, 1947 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.

6. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favor in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem 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.

7. **Agents/Agency Commission.** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores 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 event be liable to refund all payments made by the Buyer in terms of the Contract alongwith 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.

8. **Access to the Books of Account.** 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.

9. **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.

10. **Liquidated Damages (LD).** In the event of the SELLER's failure to submit the Bonds, Bank Guarantees and Documents or supply the transports as per schedule 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 services for every week of delay or part of a week during the month, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores/services.

11. **Termination of Contract.** Notwithstanding any provisions contained herein, the Buyer may at any time after giving three months written Notice, terminate the Contract in whole or in part by requiring the Seller to discontinue the performance of any or all of the services or work mentioned herein. In which case the Seller shall have no claim against the Buyer by reason of such termination, except that the Buyer shall pay to the Seller all amounts due to the Seller on account of work already completed by the time of issue of termination letter, but the Buyer shall not be liable to pay any bonus, damage or other claims of the Seller for loss of expected profit on, or interest in, the incomplete portion of the work and services.

12. **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.

13. **Transfer and Subletting of Contract.** The Seller shall not sublet, transfer or assign the Contract or any part thereof without the written permission of the Buyer. In the event of the Seller contravening this condition, the Buyer shall be entitled to place the Contract elsewhere on the Seller's account at his Risk and Expense and the Seller shall be liable for any loss or damage which the Buyer may sustain as a consequence of or arising out of such replacing of the Contract. The grant of permission in such cases will not absolve or affect the obligations of the Seller under this Contract.

14. **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.

15. **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.

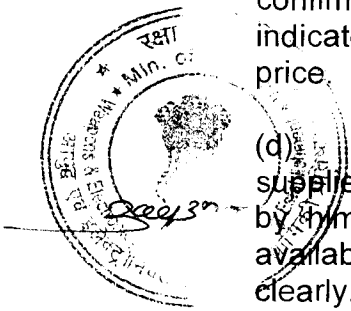
16. **Taxes and Duties.**

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

(b) If re-imburement 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 entertained after the opening of tenders.

(c) 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.

(d) 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 upto the limit of exemption which he may have, if any concession available in regard to rate/quantum of any duty/tax, it should be brought out clearly. Stipulation 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 the other bidders.

(e) Any change in 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 re-imbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

PART IV – SPECIAL CONDITIONS OF RFP

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

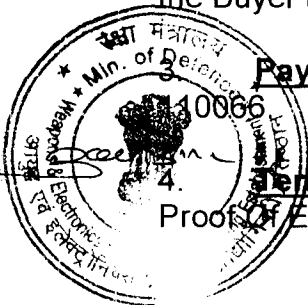
Note: - This is a **Limited Tender Enquiry under Single Bid System** and **no unsolicited bids will be accepted/ entertained by this office in accordance with GFR 2017**

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 **estimated annual contract value** within 30 days of signing of this contract. Performance Bond will be valid up to 90 days beyond the date of completion of the contract.

2. **Option Clause.** The contract will have an Option Clause, wherein the Buyer can exercise an option to procure/renew 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.

Paying Authority. The CDA(Navy/CG), West Block-V, RK Puram, New Delhi –

Terms of Delivery and Payment. Payment shall be made on submission of Proof of Entitlement (POE) from Seller. No advance payment(s) will be made.



5. **Payment Terms.** The payment will be made through CDA(Navy/CG), New Delhi on submission of the following documents by the Seller:-

- (a) Ink signed copy of Contingent Bill/Seller's Bill.
- (b) Ink signed copy of commercial invoice/Seller's Bill.
- (c) Supply Order /Contract
- (d) CRV in duplicate
- (e) User Acceptance / Satisfactory Performance Certificate.
- (f) Guarantee / Warrantee Certificate
- (g) Details of Electronic payment viz. Account holder's name, Bank and Branch Name & address, Account type, Account Number, IFSC Code, MICR Code.
- (h) Any other documents/certificate that may be provided for in the Supply Order/contract.
- (j) Copy of Performance Bank Guarantee

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

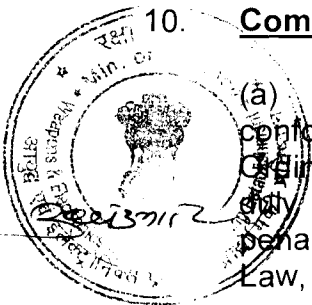
7. It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/NEFT mechanism instead of payment through cheque, wherever feasible. 100% payment will be made on delivery and acceptance by the USER, on production of the requisite documents.

8. **Fall Clause.** The price charged for the stores / services to be supplied under the contract by the Contractor shall in no event exceed the lowest prices at which the contractor sells the services or offer to sell services 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. In the event of such a fall the supplier forthwith will notify such reduction or sale or offer of sale and the price payable under the contract for the services shall stand correspondingly reduced.

9. **Publicity.** The Seller shall not permit or allow any information regarding the contracted work to be published in any Scientific, Engineering Journal or Newspaper, Periodicals and Publications without first obtaining the written consent of the Buyer.

10. **Compliance with Statutory and other Regulations.**

- (a) The Seller shall in all matters arising in the performance of the Contract, conform at their own expense, with the provisions of all Central or State Statutes, Ordinances or Laws and the Rules, Regulations or Bye-laws of any local or other duly constituted authority and shall keep the Buyer indemnified against all penalties and liabilities of every kind for breach of any such Statute, Ordinance, Law, Rule, Regulation Or Bye-law.



(b) The Seller shall give all Notice and pay all Fees and Taxes required to be given or paid under any Central or State Statutes, Ordinances or other Laws and Rules, Regulations or Bye-laws of any local or other duly constituted Authority in relation to the services under this Contract.

11. **Recovery of Dues.** Whenever under the Contract any sum of money is **payable** by the Seller, the same will be deducted from any sum then due or which at any time thereafter may become due to the Seller under this or any other Contract with the Buyer.

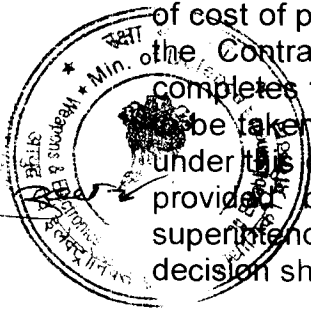
12. Provided that if any time, there is any change in the constitution of the Seller's Company, the Buyer shall have the right to terminate the Contract forthwith. The Seller shall not be entitled to any compensation on this account but will be paid all amounts due to the Seller on account of work already completed by the time of issue of termination letter, after adjustment of the sum of money, if any, payable by Seller to Buyer. However, the Buyer shall not be liable to pay any bonus, damage or other claims of the Seller for loss of expected profit on, or interest in, the incomplete portion of the work and services.

13. **Termination for Default.** Without prejudice to any other legal remedies available, either Party may unilaterally terminate this Contract in whole or in part, due to one Party's breach with regard to any of its material obligations under this Contract which remain uncorrected for three (3) months after a written request from the non-defaulting Party on asking the defaulting Party to remedy the same by the means of a Registered Letter with acknowledgement of receipt. Any such termination shall be notified by the non-defaulting party to the defaulting party by the sole means of a second registered letter with acknowledgement of receipt.

14. However, before the effective date of such termination, a conciliation meeting shall take place at the initiative of the non-defaulting Party. Should the Parties fail to reach an agreement during the meeting, the termination shall be effective at the date of notification of the failure to reach an agreement made by the non-defaulting Party to the defaulting Party.

15. In case the termination is sought by the Buyer due to reasons of either non-adherence to timely delivery or inability of Seller to ensure delivery, spares of specified quality/quantity or willful breach of Contract, the Buyer has the right to purchase the items by any means at the Seller's Risk and Expense provided always that in the event of cost of purchase as certified by the Buyer, which is final and binding being less than the Contract cost, the advantage shall accrue to the Buyer. In case, the Buyer completes the purchase under the provision of this clause, the cost of such completion shall be taken into account in determining the excess cost to be charged from the Seller under this clause shall include the cost of materials purchased and/or wages of Labour provided by the Government, with an addition of such percentage to cover superintendence and establishment charges, as may be decided by the Buyer, whose decision shall be final and binding.

16. **Contract Closure.** If at any time during the currency of this Contract, an order or decree of a competent Court be made or resolution passed for the winding up of the Seller's concern, the Buyer shall have the right to terminate the Contract by giving 15



days' Notice in writing but without prejudice to any right accrued to either Party due to such termination.

17. **Amendment or Waiver of the Provisions of the Contract.** No amendment or modification of this Contract shall be valid unless the same is made in writing by both the Parties and their Authorized Agents specifically stating the same to be an amendment or modification of this Contract. Failure for any reason whatsoever, to enforce any or all of the terms and conditions of this Contract shall not be deemed to operate as or constitute a waiver of the terms itself and such failure shall not be deemed to affect the rights of the Parties concerned for taking action, as provided under this Contract, against any breach of the provisions of this Contract.

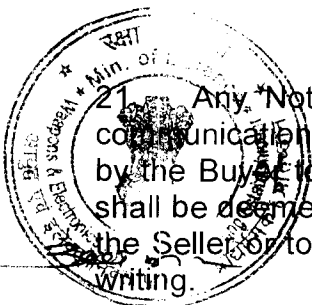
18. **Force Majeure.** If either of the Parties suffer delay in due execution of their contractual obligations due to the operation of one or more of the Force Majeure events such as but not limited to, acts of God, War, Flood, Earthquake, Strikes, Lockouts, Fire, Epidemics, Riot, Civil Commotions etc, the agreed time for the completion of respective obligations shall be extended by a period of time equal to the period of the delay occasioned by such events. On the occurrence and cessation of any such events, the Party affected thereby shall give Notice in writing to the other Party within 15 days of occurrence/cessation of the event concerned. If the Force Majeure conditions continue beyond 30 days, the Parties shall mutually decide about the future course of action.

19. **Jurisdiction.** The Contract shall be governed by and interpreted in all respects in accordance with Indian Law. In interpreting this Contract no regard shall be taken of the section headings, clause headings and schedule headings which are for convenience of reference only. All Suits arising out of the performance of this Contract shall be instituted in a Court of Jurisdiction located within the Municipal limits of Delhi and in no other Court.

20. **Address for Service of Notice.** Any Notice, Request, Requirements, Approval, Permission, Consent or other communication required, authorized, permitted or contemplated to be given hereunder by the Seller to the Buyer shall be in writing, signed by or on behalf of the Seller and shall be deemed to have been delivered, if mailed by Registered Mail or by Tele Fax to the Buyer at the following address or to any other place which the Buyer may specify by Notice to the Seller in writing:-

The Director General,
WESEE,
Ministry of Defence
West Block 5, Ground Floor, Wing I,
R K Puram, New Delhi-110 066

21. Any Notice, Request, Requirements, Approval, Permission, Consent or other communication required, authorized, permitted or contemplated to be given hereunder by the Buyer to the Seller shall be in writing, signed by or on behalf of the Buyer and shall be deemed to have been delivered, if mailed by Registered Mail or by Tele Fax to the Seller or to any other place which the Seller may specify by notice to the Buyer in writing.



PART V: EVALUATION CRITERIA AND PRICE BID ISSUES

1. Evaluation and Acceptance Process.

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

(b) The Lowest Bid will be decided upon the lowest price quoted by the Bidder to this tender enquiry/RFP.

(c) The Bidders are required to spell out the rates of Customs duty, Excise duty, GST, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty / GST is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entrained 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 / GST upto any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of Customs duty / GST, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and GST also.

(d) 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.

Instructions for Filling up Price-Bid

(a) The tenderer should satisfy himself with the terms and conditions of the contract. No claim on grounds of lack of knowledge, in any respect, shall be entertained.

(b) All additions and alterations made while filling the tender must be attested by initials of the tenderer. Overwriting of figures is not permitted. Failure to comply with either or both these conditions shall render the tender void.

(c) The tender form must be filled in English and all entries must be made by hand written in ink. All numerical be written in words and figures. If any of the documents is missing or unsigned, the tender will be liable to be rejected.

(d) Each page of the tender document is required to be signed by the bidder submitting the tender.

(e) The tender submitted on behalf of a partnership firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter the proposed contract. Otherwise, the tender is liable to be rejected.

(f) This organisation does not bind itself to accept the lowest, or any, or all the tenders and reserves to himself, the right to accept or reject any or all the tenders, either in whole or in part without assigning any reasons for doing so. Credibility, good services and vehicles in good operational conditions etc. will also be considered for award of contract.

3. **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:

	<u>Item/Activity</u>	<u>Unit price</u>	<u>Total</u>
(i)	A		
(ii)	B		
(iii)	C		
(iv)			

(b) Is GST extra ?

(c) If yes, mention the following:-

(i) Total value on which GST is leviable:

(ii) Rate of GST:

(iii) Total value of GST leviable:

(d) Any other Taxes / Duties / Overheads / Other costs:

(e) Grand Total:

4. **Acceptance of Terms & Conditions.** The tenderer shall clearly mention the following in their offer letter: -

'WE ACCEPT ALL THE TERMS AND CONDITIONS MENTIONED IN TENDER ENQUIRY NO SCS/192/S5/IBM/Procurement' dated 26 Sep 2018"



Please acknowledge receipt.

(PK Singhal)

Scientist 'E'

DDG

for Director General

Appendices: As above

Appendix 'A'

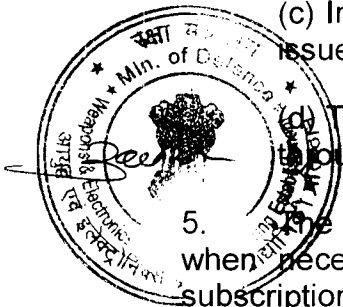
(Refers Para 2 of Part II to GoI, MoD letter No. SCS/192/S5/IBM/Procurement dated 26 Sep 18)

SCOPE OF WORK AND LIST OF DELIVERABLES

1. **Subscription.** The Seller shall be responsible for delivery of IBM RTC workgroups starter pack and trade-up of existing DNG & RTC licenses to IBM CLM licenses (details are placed at Para 9) from the expiry of present subscription or issue of Supply Order, whichever is later.
2. **Support** During the period of subscription, the Seller shall also support the development team at WESEE for IBM CASE tools in the following aspects:-
 - (a) Installation and Deployment of software,
 - (b) Usage of various software/ tools/ utilities provided as part of the IBM CASE tools,
 - (c) Integration with other CASE tools
 - (d) Upgradation, Migration and Transition of the subscribed CASE tools.
3. If necessary, the Seller shall depute OEM reps to resolve any difficulties faced by the development team at WESEE as and when reported by the Buyer.

Service Level Details

4. The SELLER shall be responsible for undertaking the following:-
 - (a) The Seller shall provide technical support over telecom and via e-mail also.
 - (b) **Response time.** The Seller and/or OEM will acknowledge the Problem Reports (queries/ observations/ request raised by Buyer) via e-mail and assign a qualified support engineer(s), to identify and resolve problem/issue within 24 Hours. In case, the problem/issue is not resolved within 48 Hours of reporting of issue, the problems/issues will be prioritized and escalated so that the appropriate resources are allocated towards their resolution.
 - (c) In case, the problem is still not resolved within one (01) week of reporting of issue, the rep from OEM shall be deputed to resolve the problem/issue.
 - (d) The Seller shall ensure continued technical support for the delivered software throughout the period of support.
5. The Seller shall also provide software updates and patches free of cost as and when necessary/ promulgated by the OEM of the software during the period of subscription. The Seller shall provide the updates, patches in a CD/DVD if it is not possible to download the same due to extant internet security policy at WESEE. The Buyer shall intimate the same to Seller and Seller provide the same on CD/DVD at no extra cost.



6. **Basic Training/Enablement** As part of support, the Seller shall also organize **two sessions of basic training** for deliverables. **Each training session shall be of 05 days** and shall be scheduled with mutual agreement between Buyer and Seller. The training shall include presentation, demo and problem solving exercises.

7. **Documentation** The Seller shall provide one hardbound copy of all documentation including user and technical manuals for all the deliverables listed below. The Seller shall provide all documentation is soft copy also. Any handouts/ documents/ supporting/ reference technical literature referred to by the OEM reps during the engagement of technical product support shall also be provided by the Seller at no additional cost. If required, necessary user/technical manuals referred during the migration process shall also be provided.

8. The expert training for subscribed CASE tools, if required, shall be contracted separately.

9. **List of Deliverables**

Sl. No.	Description	No. of Licenses
(a)	IBM RTC developer for workgroups starter pack of 10 authorized user perpetual license	01
(b)	IBM Rational CLM practitioner floating perpetual license trade up from DNG license	01
(c)	IBM Rational CLM practitioner floating perpetual license trade up from RTC license	02



Appendix 'B'

(Refers Para 3 of Part II to GoI, MoD letter No. SCS/192/S5/IBM/Procurement dated 26 Sep 18)

STATEMENT OF TECHNICAL REQUIREMENTS

1. The subscription must be valid for a period of 01 (one) year. The Seller shall ensure continued technical support for the delivered Software throughout the period of subscription.
2. The Seller shall intimate the Buyer about any product that attains end of life atleast 12 months prior to the same and assist the Buyer to smoothly migrate from the older version to the new version without any additional cost. The Seller would be responsible to ensure seamless migration, transition, deployment and integration with other CASE tools. Any training required during the migration process shall be undertaken by the Seller at no additional cost. Necessary user/technical manuals shall also be provided as part of the migration process.
3. The Seller shall intimate the Buyer atleast 03 months prior to obsolescence of any product for which support is being contracted for. It shall be the Seller's responsibility to ensure smooth migration to the newer product without any additional cost to the Buyer, during the period of support.
4. The Seller shall intimate the Buyer atleast three months prior to expiry of subscription and provide the Buyer with the necessary details to enable the process of renewal in time to avoid loss of product support due to expiry of renewal.
5. The seller would bring in Subject Matter Experts (SMEs) from the OEM to assist the WESEE development team as part of the technical product support, if required.

