

Tel: 26182568

WESEE
Ministry of Defence
West Block-V, Wing - 1
R K Puram
New Delhi - 110 066

Ref No.: AAK/192/CICS/Simulator

26 Mar 19

To,

(As per approved vendors on LTE basis)

**INVITATION OF BID FOR DEVELOPMENT OF SIMULATORS/ EMULATORS
ON LIMITED TENDER ENQUIRY**

**Request for Proposal (RFP) No. AAK/192/CICS/Simulator
Dated 26 Mar 19**

1. Bids under **Single bid systems** (Techno-Commercial) in a sealed cover is invited for **Development of Simulators/ Emulators**. 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:-

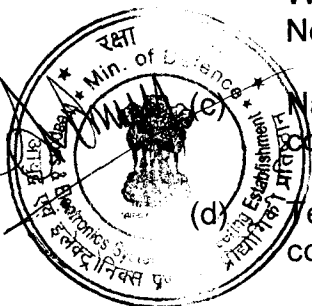
Director General
(Kind Attn: Cdr AK Pandey)
WESEE, Ministry of Defence
West Block – V, RK Puram
New Delhi – 110066

(b) Postal address for sending the Bids:-

Director General
(Kind Attn: Cdr AK Pandey)
WESEE, Ministry of Defence
West Block – V, RK Puram
New Delhi – 110066

Name/Designation of the : Cdr AK Pandey
contact personnel

(d) Telephone No. of the : 011- 26182568
contact personnel (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** – 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.

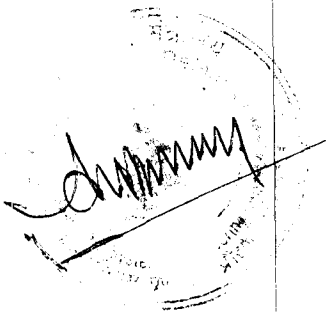
(b) **Part II** – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.


(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 and 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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(AK Pandey)
Commander
Senior Systems Manager
for Director General, WESEE.

PART I: GENERAL INFORMATIONS

1. **Last date and time for depositing the Bids.** **18 Apr 19, 1430 hrs (Wednesday).** The sealed bid(s) (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 Bidder(s).

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. **Pre-Bid Meeting** The technical details of the Development of Simulator/ Emulator will be discussed and furnished with authorised representatives of the bidders (LTE firms) during the pre-bid meeting against **Non-Disclosure Agreement** during the pre-bid meeting on **03 Apr 19 at 1500 hrs** at WESEE.

4. **Time and date for opening of Bids.** **18 Apr 2019 (Wednesday), 1500 hrs.** (If due to any exigency, the due date for opening of the bid is declared a closed holiday, bids will be opened on the next working day at the same time or on any other day/time, as intimated by the BUYER).

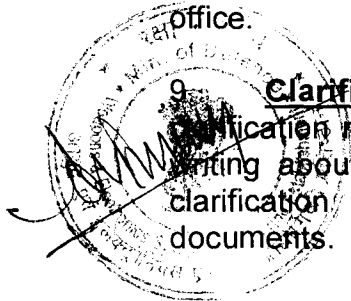
5. **Location of the Tender Box.** WESEE, Ground Floor, West Block-V, RK Puram, New Delhi. Sealed bids should be dropped in the Tender Box marked as WESEE kept near the reception office at main entrance of West Block-V. Only those bids that are found in tender box will be opened. Bids dropped in the wrong tender box will be rendered invalid.

6. **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 event will not be postponed due to non-presence of your representative.

7. **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 a sealed covers as per **Part II of RFP.** The same will be opened on the date mentioned above.

8. **Forwarding of Bid.** Bids should be forwarded by Bidders under their original memo/ letter pad inter alia furnishing details like TIN No., PAN and GST number, Bank address with NEFT Account details, etc and complete postal & e-mail address of their office.

9. **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 prior pre bid meeting. Copies of the query and clarification shall be sent to all prospective bidders who have received the bidding documents.



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

11. **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.

12. **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.

13. **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.

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

15. **Earnest Money Deposit.** All the completed tender documents should be submitted along with Earnest Money Deposit (EMD) for an amount of **Rs. 75,000/-** (Rupees **Seventy Five Thousand** 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. **Scope of Work:** There is a requirement to develop emulators for four systems designated as A,B, C and D. The broad scope of work and development overview for the emulators is provided in subsequent paragraphs.

2. **Simulator/ Emulators Requirements.**

(a) Software based simulators/ emulators shall independently mimic external interface of systems A, B, C and D for interaction with other systems by exchange of defined signals / messages.

(b) Simulators/ Emulators should communicate through Data Network on Ethernet and should use TCP/IP protocol. Details about IP addresses, port numbers, subnet masks and Gateways will be provided later.

(c) Initial set of default values should be incorporated in the emulators. At the same time, user should be able to easily specify individual preferences. However, a 'rest' option should be available, enabling redefinition of original default values.

(d) **Broad description of Messages.** Broad description of messages of all the four emulators is given in tabular form as follows:-

Emulator	No. of Tx Messages	No. of Rx Messages	Message Size	Periodicity	Handling of GUI Required
System A	05 (M1 to M5)	06 (R1)	M1= 400 Bytes M2= 400 Bytes M3= 400 Bytes M4= 400 Bytes M5= 400 Bytes R1= 40 Bytes R2= 40 Bytes R3= 40 Bytes R4= 40 Bytes R5= 40 Bytes R6= 200 Bytes	Periodic Event based Event based Event based Periodic Periodic Periodic Periodic Periodic Event based	Yes
System B	03 (M1)	02 (R1 to R6)	M1= 40 Bytes M2= 200 Bytes M3= 200 Bytes R1= 40 Bytes R2= 200 Bytes	Periodic Event based Event based Event based Event based	Yes
System C	05 (M1 to M5)	05 (R1 to R5)	M1= 40 Bytes M2= 200 Bytes M3= 200 Bytes M4= 200 Bytes M5= 200 Bytes R1= 40 Bytes R2= 200 Bytes R3= 200 Bytes R4= 200 Bytes R5= 200 Bytes	Periodic Event based Event based Event based Event based Periodic Event based Event based Event based Event based	Yes

Emulator	No. of Tx Messages	No. of Rx Messages	Message Size	Periodicity	Handling of GUI Required
System D	06 (M1 to M6)	07 (R1 to R5)	M1= 300 Bytes M2= 300 Bytes M3= 300 Bytes M4= 300 Bytes M5= 300 Bytes M6= 300 Bytes R1= 500 Bytes R2= 300 Bytes R3= 300 Bytes R4= 300 Bytes R5= 300 Bytes R6= 300 Bytes R7= 300 Bytes	Event based Event based Event based Event based Event based Event based Periodic Event based Event based Event based Event based Event based Event based	Yes

3. Graphical User Interface (GUI)

(a) The emulators are required to have suitable Graphical User Interface for better interpretation and appreciation of transacted information.

(b) User Interface for all emulators should be designed and organized hierarchically with disclosing of information in progressive fashion. That is, information about a task, an object or behaviour should be presented first at a high level of abstraction. More detail should be presented after the user indicates interest.

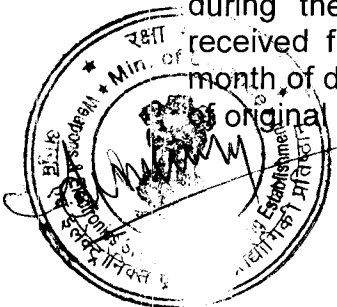
(c) Emulators' user interface should present and acquire information in a consistent fashion. All visual information should be organized and maintained consistently throughout all screen displays.

4. Development & Testing Methodology.

(a) Development of emulators should be undertaken in three phases, namely, Design, Coding, Testing and Integration. Design process should be used to translate the software requirement into a form that can be implemented in code. In this phase, various implementation options may be identified for optimum and maintainable design. Coding phase should produce executable software that reflects software design. Testing and Integration phase would be used to operate the software and verify its compliance with its requirements and to integrate code units to generate executable object code.

(b) Standard algorithms should be identified and readily used, wherever available.

(c) Development of emulators of Systems A, B, C and D may involve more than one iteration for accommodating minor changes in requirements that might emerge during the process of development based on change proposals/ clarifications received from concerned OEMs. However, requirements will be frozen before 01 month of delivery of the emulators. Further, these changes will be not more that 30% of original requirements.



5. **Software Coding & Standards.**

- (a) C++ and Qt Framework should be used for development of emulators of Systems A, B, C and D on Windows 7 or higher versions of Operating System.
- (b) Object-oriented methodologies should be used for development of emulators.
- (c) Aspects of software like stack usage, fixed point arithmetic overflow and resolution, resource contention, exception handling etc. to be considered during coding of emulators
- (d) Well defined coding rules and guidelines, such as MISRA-C:2012 rules should be used.

6. **Acceptance Criteria.** Criteria for acceptance of emulators of Systems A, B, C and D are listed as follows:-

- (a) Full functional and interface requirements of emulators of Systems A, B, C and D are met as per Acceptance Test Case Documents.
- (b) Emulators of System-A and System-B are successfully integrated and exchange data as per the interface protocols provided / furnished during Pre-bid meeting.
- (c) Emulators of System-C and System-D are successfully integrated and exchange data as per the interface protocols provided / furnished during Pre-bid meeting.
- (d) List of deliverables, as indicated in Para 7 below, are to be handed over to WESEE.

7. **Deliverables.** Following is the list of deliverables:-

S.NO.	Item	Delivery Medium (Hard/Soft Copy)
(a)	Executable codes of System A, B, C and D emulators	Soft Copy on DVD
(b)	Source codes of System A, B, C and emulators	
(c)	Acceptance Test Cases documents for system A, B, C and D emulators	(i) Hard Copy (ii) Soft Copy of DVD
(d)	User Manuals for system A, B, C and D emulators	

8. **Pre-Bid Meeting** The technical details of the Development of Simulator/ Emulator will be discussed and furnished with authorized representatives of the bidders (LTE firms) during the pre-bid meeting against Non-Disclosure Agreement during the pre-bid meeting on **03 Apr 19 at 1500 hrs** at WESEE.

9. **Notes.**

- (a) Emulators developed will be the sole property of WESEE post acceptance. Intellectual property rights of the emulator will rest with WESEE. The company will not have any IPR claims over the developed emulators
- (b) The bidder / supplier will not share any details of the emulator with any other
- (c) Any query/ clarifications are to be forwarded prior pre bid meeting



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. Contractor 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 CONTRACTOR 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 CONTRACTOR, 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.** All disputes or differences arising out of or in connection with the Contract shall be in the first instance settled by bilateral 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 CONTRACTOR 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 CONTRACTOR or any one employed by him or acting on his behalf (whether with or without the knowledge of the CONTRACTOR) or the commission of any offers by the CONTRACTOR or anyone employed by him or acting on his behalf, as

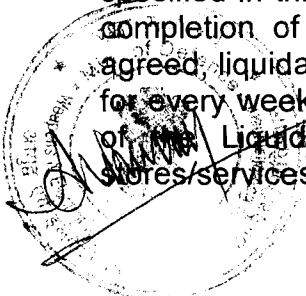
defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall entitle the BUYER to cancel the contract and all or any other contracts with the CONTRACTOR and recover from the CONTRACTOR the amount of any 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 CONTRACTOR. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the CONTRACTOR 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 CONTRACTOR 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.

6. **Agents/Agency Commission.** The CONTRACTOR confirms and declares to the BUYER that the CONTRACTOR 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 CONTRACTOR; 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR will be liable to refund that amount to the BUYER. The CONTRACTOR 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 CONTRACTOR who shall in such 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.

7. **Access to the Books of Account.** In case it is found to the satisfaction of the BUYER that the CONTRACTOR 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 CONTRACTOR, on a specific request of the BUYER shall provide necessary information/inspection of the relevant financial documents/ information.

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

9. **Liquidated Damages (LD).** In the event of the CONTRACTOR'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 CONTRACTOR 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.



10. **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 01 (One) month after the scheduled date of delivery.
- (b) The Contractor is declared bankrupt or becomes insolvent.
- (c) The delivery of material is delayed due to causes of Force Majeure by more than 01 (One) month provided Force Majeure clause is included in contract.
- (d) The Buyer has noticed that the Contractor 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.

11. **Termination of a Concluded Contract.** A contract may be terminated in the following circumstances:-

- (a) When the supplier fails to honour any part of the contract including failure to deliver the contracted stores/render services in time.
- (b) When the contractor is found to have made any false or fraudulent declaration or statement to get the contract or he is found to be indulging in unethical or unfair trade practices.
- (c) When both parties mutually agree to terminate the contract.
- (d) When the item offered by the supplier repeatedly fails in the inspection and/or the supplier is not in a position to either rectify the defects or offer items conforming to the contracted quality standards.
- (e) Any special circumstances, which must be recorded to justify the cancellation or termination of a contract.

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 CONTRACTOR shall not sublet, transfer or assign the Contract or any part thereof without the written permission of the BUYER. In the event of the CONTRACTOR contravening this condition, the BUYER shall be entitled to place the Contract elsewhere on the CONTRACTOR's account at his Risk and Expense and the CONTRACTOR 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 CONTRACTOR 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 Contractor 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 Contractor 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) **General**

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

(ii) If re-imbusement of any 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 duty/tax will be entertained after the opening of tenders.

(iii) If a Bidder chooses to quote a price inclusive of any duty/GST and does not confirm inclusive of such duty/GST 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/GST up to any value of supplies from them, he should clearly state that no such duty/GST 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/GST, it should be brought out clearly. Stipulation like, the said duty/GST was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/GST will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/GST which is normally applicable on the item in question for the purpose of comparing their prices with the other bidders.

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

(b) **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 Contractor is also required to furnish to the Paying Authority the following certificates:-

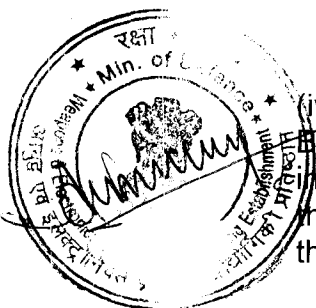
(aa) Certificate with each bill to the effect that no refund has been obtained in respect of the reimbursement of excise duty made to the Contractor during three months immediately preceding the date of the claim covered by the relevant bill.

(bb) 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.

(cc) A certificate along with the final payment bills of the Contractor to the effect whether or not they have any pending appeal/protest for refund or partial refund of excise duties already reimbursed to the Contractor by the Government pending with the Excise authorities and if so, the nature, the amount involved, and the position of such appeals.

(dd) An undertaking to the effect that in case it is detected by the Government that any refund from Excise Authority was obtained by the Contractor after obtaining reimbursement from the Paying Authority, and if the same is not immediately refunded by the Contractor to the Paying Authority giving details and particulars of the transactions, Paying Authority will have full authority to recover such amounts from the Contractor'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 Contractor.

(iv) 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.



(c) **Goods & Services Tax**

(i) If it is desired by the Bidder to ask for GST 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 GST and no liability of GST will be developed upon the Buyer.

(ii) On the Bids quoting GST extra, the rate and the nature of GST duly indicating HSN Code applicable at the time of supply should be shown separately. GST will be paid to the Contractor at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to GST and the same is payable as per the terms of the contract.



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. CONTRACTOR 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 contract value within 30 days of signing of this contract. Performance Bond will be valid up to 60 days beyond the date of completion of the contract. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request). The Performance Bank Guarantee shall be considered open upon receipt by the Buyer's Bank. In case any claims or any other contract obligations are outstanding, the Contractor will extend the Performance Bank Guarantee as asked for by the Buyer till such time as the Contractor settles all claims and completes all contract obligations. The Performance Bank Guarantee will be subject to encashment by the Buyer, in case the conditions regarding adherence to delivery schedule, settlement of claims and other provisions of the contract are not fulfilled by the Contractor.

2. **Option Clause.** - Not Applicable in this Case.

3. **Repeat Order Clause.** - Not Applicable in this Case.

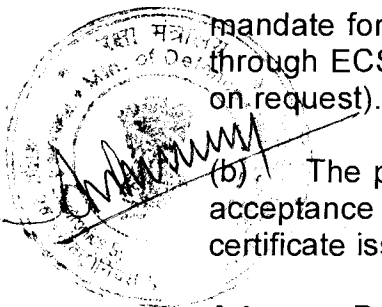
4. **Tolerance Clause.** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to 5% plus/minus increase or decrease the quantity of the required goods upto that limit without any change in the terms & conditions and prices quoted by the Contractor. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

5. **Payment Terms and Conditions.**

(a) 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 Cheque. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is given at Form DPM-11 (Available in MoD website and can be given on request).

(b) The payment will be made on installation and successful testing against user acceptance and production of requisite documents against satisfactory performance certificate issued by WESEE.

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



7. **Paying Authority**. The CDA(Navy/CG), West Block-V, RK Puram, New Delhi – 110066. The payment will be made on submission of the following documents by the CONTRACTOR to the Paying Authority along with the bill:-

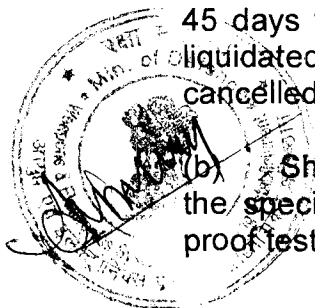
- (a) Ink-signed copy of contingent bill / Contractor's bill.
- (b) Ink-signed copy of Commercial invoice / Contractor's bill.
- (c) Copy of Supply Order/Contract with U.O. No. and date of IFA's concurrence, where required under delegation of powers.
- (d) CRV
- (e) Claim for statutory and other levies 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) 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.
- (g) 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).
- (h) Any other document / certificate that may be provided for in the work Order / Contract.
- (j) User Acceptance and Satisfactory Performance Certificate.
- (k) Xerox copy of PBG.

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. **Risk & Expense clause:-**

(a) Should the stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Contractor 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 or any installment thereof not perform in accordance with the specifications / parameters provided by the CONTRACTOR during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without



prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

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

(i) Such default.

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

10. **Force Majeure.**

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

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

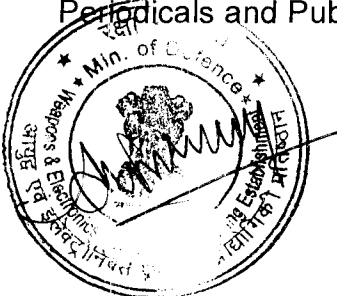
(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their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

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

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

11. **Inspection Authority.** The Inspection will be carried out by The Director General, WESEE, Government of India, Ministry of Defence, West Block -V, Wing No. 1, RK Puram, New Delhi-110 066.

12. **Publicity.** The CONTRACTOR 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.



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

(a) The CONTRACTOR 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 CONTRACTOR 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.

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

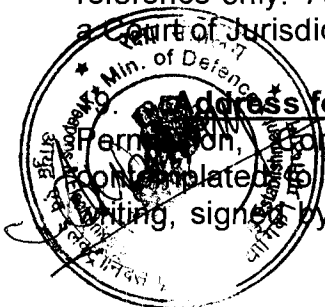
15. Provided that if any time, there is any change in the constitution of the CONTRACTOR's Company, the BUYER shall have the right to terminate the Contract forthwith. The CONTRACTOR shall not be entitled to any compensation on this account but will be paid all amounts due to the CONTRACTOR on account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

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 CONTRACTOR'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. **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.

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 CONTRACTOR to the BUYER shall be in writing, signed by or on behalf of the CONTRACTOR 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 CONTRACTOR in writing:-

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

20. Any Notice, Request, Requirements, Approval, Permission, Consent or other communication required, authorized, permitted or contemplated to be given hereunder by the BUYER to the CONTRACTOR 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 CONTRACTOR or to any other place which the CONTRACTOR may specify by notice to the BUYER in writing.



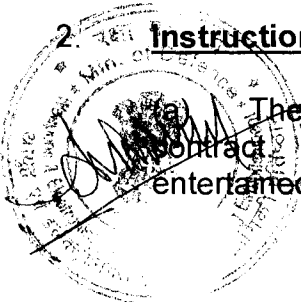
PART V: EVALUATION CRITERIA AND PRICE BID ISSUES

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. The price-bids shall be submitted in separate sealed envelope.
- (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 entreated after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs duty / 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.
- (e) The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.
- (f) Any other criteria as applicable to suit a particular case.

2. Instructions for Filling up Price-Bid

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:

Item/ Activity	Unit price	Total
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- (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. AAK/192/CICS/ SIMULATOR DATED 26 MAR 2019'

