

**REQUEST FOR PROPOSAL (RFP)**  
**INVITATION OF BIDS FOR ANNUAL MAINTENANCE CONTRACT (AMC) OF 400 IN**  
**NUMBERS CUSTOMISED APPLICATION BLACK BOXES**

**LIMITED TENDER ENQUIRY**

To,

M/s.....  
As per approved list of vendors for LTE  
.....

ITW/AMC-SECEM/216

23 Jul 18

**REQUEST FOR PROPOSAL (RFP) NO. 16 DATED 20 JUL 18**

1. Bids in sealed cover (**Techno-Commercial**) are invited for "Annual Maintenance Contract (AMC) of 400 in numbers Customized Application Black Boxes". The Consultancy Contract will be an agreement between the Customer/ Purchaser and the Bidder/ Supplier for the scope of the work as listed in Part II of this RFP. **Please super scribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.**

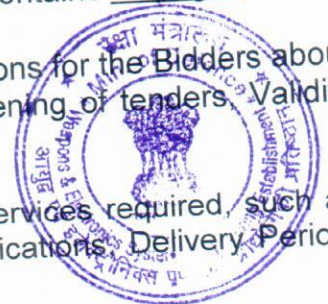
2. The address and contact numbers for sending bids or seeking clarifications regarding this RFP are given below -

- |   |   |   |
|---|---|---|
| (a) Bids/queries to be addressed to             | : | Director General WESEE,<br>(For HOD (IT&IW))<br>West Block V, RK Puram,<br>New Delhi - 110066 |
| (b) Postal address for sending the Bids         | : | West Block V, RK Puram,<br>New Delhi-66   |
| (c) Name/designation of the contact personnel:  |   | Cdr Surendra Sharma<br>SSM (IT&IW)  |
| (d) Telephone numbers of the contact personnel: |   | 011 - 26104673  |
| (e) Fax number:                                 |   | 011 - 26101143  |

3. This RFP is divided into five Parts as detailed below and contains 16 pages.

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

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



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Mode of Delivery and Consignee details.

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

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

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

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



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Senior System Manager (IT&IW)  
for Director General





## Part I – General Information

1. **Last date and time for depositing the Bids:** **08 Aug 18 at 1430 hrs.** The sealed Bids should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.
2. **Manner of depositing the Bids:** Sealed Bids (**Techno-Commercial**) should be either dropped in the Tender Box marked as **WESEE Tender Box** or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bids 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:** **Techno-Commercial** bids will be opened at **1500 Hrs on 08 Aug 18**. If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer. The time and date for the PNC would be intimated subsequent to evaluation of the Technical bids.
4. **Location of the Tender Box:** **Tender Box is located at Reception of West Block-V, RK Puram, New Delhi - 110066.** Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.
5. **Place of opening of the Bids:** Bids will be opened at **Logistic Office, WESEE, West Block-V, RK Puram, New Delhi – 110066.** The Bidder may depute their representative, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by Bidder will be read out in the presence of the representatives of the Bidder. This event will not be postponed due to non-presence of your representative.
6. **Type of Tender and Bids.** This is a **Limited Tender Enquiry** and no unsolicited bids will be accepted/ entertained by this office in accordance with GFR 2017. This procurement is on **Single Bid** basis where both the technical and commercial bids, along with other information, as sought are to be submitted together in a single sealed cover by the bidder.
7. **Forwarding of Bids:** Bids should be forwarded by the Bidder under his original memo / letter pad *inter alia* furnishing details like TIN number, GSTIN number, Bank address with NEFT Account if applicable, etc and complete postal & e-mail address of their office.
8. **Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.
9. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of Bid. 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 bid. No bid shall be modified after the deadline for submission of Bid. No



bid may be withdrawn in the interval between the deadline for submission of Bid and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

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


11. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

12. **Unwillingness to quote:** Bidder unwilling to quote should ensure that intimation to this effect reaches WESEE before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given scope of work as mentioned in Part II of this RFP.

13. **Validity of Bids:** The Bids should remain valid till **120** days from the last date of submission of the Bids and the rates quoted therein shall be valid for the entire contract period.

14. **Earnest Money Deposit:** Bidder is required to submit Earnest Money Deposit (EMD) for amount of Rs. 15,930/-. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's cheque or Bank Guarantee from any public sector banks or private sector bank authorized to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request). EMD is to be valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidder will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. However, EMD is not required to be submitted by Bidder who is registered with the Central Purchase Organization (e.g. DGS&D), National Small Scale Industries Corporation (NSIC) or any department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.

15. **Certificate by Vendor.** It is mandatory for the bidder to fill up the compliance matrix at Appendix 'A' to this RFP and **submit the same along with the Techno-Commercial bid.**

  
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**Part II – Essential Details of Items/Services required**

1. **Schedule of Requirements:** AMC for a period of one year of the 400 in number Customized Application Black Boxes comprising of following components :-

<b><u>Sl.</u></b>	<b><u>Components of Customized Application Black Boxes</u></b>	<b><u>Qty.</u></b>
(i)	<b><u>Embedded PC:</u></b> Intel Desktop Board D2800MT, Intel ATOM N2800 (1.80 GHz) - Dual Core, 2GB DDR2 SO-DIMM, 7 ports (4 at the front, 3 at rear), Mic. in and Line out, DC +12V, 170 x 170 mm	1
(ii)	<b><u>CD/DVDROM:</u></b> USB/ SATA DVD ROM Drive.	1
(iii)	<b><u>Storage:</u></b> SATA HDD 30 GB or above/ SSD 30 GB or above.	1
(iv)	<b><u>DC Power Supply (with 2pin round customized connector):</u></b> External adapter to power up all components of Black Box (230V/12V, 4A)	One Set
(v)	<b><u>LCD Display:</u></b> 16 X 2 Line Backlit with USB support	One
(vi)	<b><u>USB Port :</u></b> 01 USB Port exposed on front side	One
(vii)	<b><u>Switches :</u></b> Power on switch	One
(viii)	External Cables and Connectors(viz. power supplies)	One Set
(ix)	USB Extension Cable	One Set

2. **Schedule of Requirements.** The following shall be the broad requirements of the AMC for the 'Customized Application Black Boxes' mentioned at Para 1 above:-

(a) On-site and carry-in repair/replacement of defective 'Customized Application Black Boxes'. Spares provided by the contractor shall be genuine product of the OEM only. The AMC provider is to deal with the OEM independent of WESEE. It will be responsibility of the Contractor to keep the equipment operational at all times. Contractor will interalia provide routine maintenance services on regular basis.

(b) No machine/equipment/spare is to be declared BER/unserviceable by the Contractor during the period of the contract. Adequate stock of all components/ hardware devices used in the 'Customized Application Black Boxes' are to be maintained by the buyer at all times during AMC period.

(c) In case, any defective hardware device/ component of the 'Customized Application Black Boxes' is obsolete/ not available then equivalent/ higher configuration device/ component compatible with the system is required to be provisioned without delay.

(d) **Preventive Maintenance Service.** The seller will provide a minimum of four Service visits (one for each quarter), during a year to COMNETCEN, Delhi to undertake health audit and preventive maintenance of available 'Customized Application Black Boxes'.

(e) **Breakdown Maintenance Service.** In case of \*breakdown\* of the equipment/systems and upon receiving a call from the Buyer, the Seller is to provide maintenance service to make the 'Customized Application Black Boxes' serviceable by positioning maintenance/ service engineer with adequate spares at New Delhi.

  
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(f) **Response Time/ Down Time.** The response time/down time for repairs of the Seller should not exceed 7 working days from the time the breakdown intimation is provided by the Buyer. Required spares to attain this serviceability may be stored at site by the Seller at his own cost.

(g) **Extension of Contract Period.** The contract period will be extended by the number of days for which the defect was outstanding beyond 7 working days of reporting the defect. Total down time would be calculated at the end of each quarter. Working day will be reckoned from Monday to Friday, excluding central Govt./ National Holidays, but not restricted Holidays.

(h) **Contract Period.** The contractor will provide AMC Services from the date of issue of confirmed order / signing of contract for a period of 12 months. Further, the Contract can be cancelled unilaterally by the Customer in case AMC services are not received within the laid down response time for repairs.

(j) **Consignee details.** Director General, WESEE, West Block 5, RK Puram, New Delhi - 110066.

3. **Conditions Services for AMC.** The following conditions are to be adhered to by the AMC provider:-

(a) All hardware items to be inspected by vendor before commencement of AMC, which are deployed at various locations.

(b) Quarterly preventive routine maintenance visit of AMC service engineer so appointed for health audit of all 'Customized Application Black Boxes' available at New Delhi.

(c) All repairs/maintenance work is to be carried out onsite. No hardware is to be shifted outside the naval premises for repairs. In exceptional cases where hardware is shifted, prior permission from WESEE has to be sought and the transportation cost will be borne by the AMC provider.

(d) No hard-disks or any other type of storage media are to be taken in or out of Naval premises i.e. WESEE/ COMNETCEN, Delhi

4. **Technical Details:**

(a) Specifications/drawings, as applicable – NA

(b) Technical details with technical parameters – NA

(c) Requirement of Training / On-job training – NA.

(d) Requirement of installation / commissioning – NA

(e) Requirement of Factory Acceptance Trials (FAT), Harbor Acceptance Trials (HAT) and Sea Acceptance Trials (SAT) – NA

(f) Requirement of Technical Documentation – Compliance matrix at Appendix 'A' to be submitted with bids.

(g) Nature of assistance required after completion of warranty – Nil

  
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(h) Requirement of pre-site/equipment inspection – Vendors can inspect the 'Customized Application Black Boxes' to assess the state of Assets prior to submission of the bids.

---END OF PART II---




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### Part III – Standard Conditions of RFP

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

1. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract.** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration.** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. In case of arbitration with the firm and this establishment, the final decision would be of Director General WESEE, New Delhi.
4. **Penalty for use of Undue influence.** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or for bearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
5. **Agents / Agency Commission.** The seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate, or in any way to recommend to the Govt. of India or

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

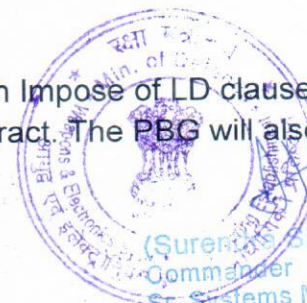
6. **Access to Books of Accounts.** In case it is found to the satisfaction of the buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller,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

7. **Non-disclosure of Contract documents.** Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party. Also, the seller shall bind each staff member associated with the implementation of the contract to confidentiality in respect of work carried out and other information regarding WESEE that they may acquire during their tenure of conduct of their work. **The agency shall give a certificate confirming that each of their employees chosen for these services has undertaken an oath of non-disclosure and secrecy.**

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

9. **Termination of Contract.** In case any complaint is received from users or the services are found to be unsatisfactory, the Buyer shall have the right to terminate this Contract in part or in full in any of the following cases :-

- |                          |  |
|--------------------------|--|
| (i) First Two Complaints | - Written Warning  |
| (ii) Third Complaint     | - Written Warning with Impose of LD clause                 |
| (iii) Fourth Complaint   | - Termination of Contract. The PBG will also be forfeited. |

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

11. **Transfer and Sub-letting.** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

12. **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.

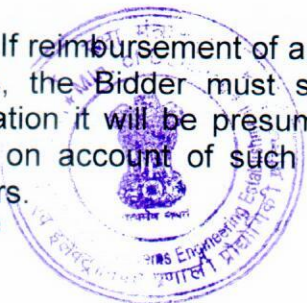
13. **Amendments.** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14. **Taxes and Duties.** As applicable, payable at actuals. Copy of HSN code as per GST to be provided.

(i) If Bidder desires to ask for Duty/Tax/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 reimbursement of any Duty/Tax/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/GST will be entertained after the opening of tenders.

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

(iv) If a Bidder is exempted from payment of any duty/tax/GST up to any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax/GST, it should be brought out clearly. Stipulations like, the said duty/tax/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/tax/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/tax/GST which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

(v) Any change in any duty/tax/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/tax/GST paid by the supplier. Similarly, in case of downward revision in any duty/tax/GST, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all relief's, exemptions, rebates, concession etc. if any obtained by the Seller.

**---END OF PART III---**



  
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## Part IV – Special Conditions of RFP

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

1. **Performance Guarantee.** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd., or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty.
2. **Option Clause.** The contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.
3. **Repeat Order Clause.** The contract will have a Repeat Order Clause, wherein the Buyer can order up to 50% quantity of the items under the present contract within six months from the date of supply/successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.
4. **Tolerance Clause.** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to 50% plus/minus increase or decrease the quantity of the required goods up to that limit without any change in the terms & conditions and prices quoted by the seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.
5. **Payment Terms for Indigenous Sellers:** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. The payment will be made as per the following terms, on production of the requisite documents:-  
  
***Payment on Quarterly Basis and upon Satisfactory performance/ service, subject to submission of bank guarantee.***
6. **Advance Payments:** No advance payment(s) will be made.
7. **Paying Authority.** The CDA(Navy/ CG), West Block 5, RK Puram, New Delhi-110066. The payment of bills will be made through CDA(Navy/ CG), New Delhi on submission of the following documents by the Seller to the Paying Authority along with the bill:
  - (a) Ink-signed copy of contingent bill / Seller's bill.
  - (b) Ink-signed copy of Commercial invoice / Seller's bill.
  - (c) Copy of Supply Order/Contract, where required under delegation of powers.

  
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- (d) CRVs in duplicate.
- (e) Inspection note.
- (f) Claim for statutory and other levies to be supported with requisite documents/ proof of payment such as Excise duty challan, Customs duty clearance certificate, etc. as applicable.
- (g) Exemption certificate for Excise duty / Customs duty, if applicable.
- (i) Guarantee / Warranty certificate.
- (j) DP extension letter with CFA's sanction, where required under delegation of powers, indicating whether extension is with or without LD.
- (k) Details for electronic payment viz. Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
- (l) Any other document / certificate that may be provided for in the Supply Order / Contract.
- (n) User Acceptance.

8. **Fall Clause.** In case of any stage during the contract period, it is found that you providing the services for contracted items at a lower rate to other organizations, you will be liable to offer the same rates to WESEE, RK Puram, New Delhi - 110066. In such case, if payment(s) has/ have already been made to you, you will be liable to reimburse extra amount so claimed.

9. **Specification.** The following Specification clause will form part of the contract placed on successful Bidder - The Seller guarantees to meet the specifications as per Part-II of RFP.

10. **Quality.** The quality of the services delivered according to this Contract shall correspond to the specifications enumerated as per Part II of this RFP.

11. **Inspection Authority.** The Inspection will be carried out by WESEE. The mode of Inspection will be Departmental Inspection / User Inspection / Joint Inspection / Self-certification.

12. **Price Variation (PV) Clause.** The commercial offer must be firm and valid at least 90 days from the date of opening of tender.

**---END OF PART IV---**

  
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**Part V – Evaluation Criteria & Price Bid issues**

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


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

(b) The Bidders are required to spell out the rates of Customs duty, Excise duty, Taxes, etc. in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty / Excise Duty / Taxes 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 / Excise Duty / Taxes duty upto any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of Customs duty / Excise Duty / Taxes, 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 other taxes also.

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

(a) Basic cost of the item/items:

S. No.	Description	Unit Price (Rs.)	Qty (Nos.)	Total Price (Rs.)
(I)	<p>AMC – Costing for On-Site Maintenance at Delhi Customized Embedded Box as per specifications mentioned below:-</p> <p>(i) <u>Embedded PC</u>: Intel Desktop Board D2800MT, Intel ATOM N2800 (1.80 GHz)- Dual Core, 2GB DDR2 SO-DIMM, 7 ports (4 at the front, 3 at rear), Mic. in and Line out, DC +12V, 170 x 170 mm</p> <p>(ii) <u>CD/DVDROM</u>: USB/ SATA DVD ROM Drive.</p> <p>(iii) <u>Storage</u>: SATA HDD 30 GB or above/ SSD 30 GB or above.</p> <p>(iv) <u>DC Power Supply</u> (with 2pin round customized connector): External adapter to</p>			

  
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 Commander  
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<p>power up all components of Black Box (230V/12V, 4A).</p> <p>(v) <u>LCD Display</u>: 16 X 2 Line Backlit with USB support.</p> <p>(vi) <u>USB Port</u> : 01 USB Port exposed on front side</p> <p>(vii) <u>Switches</u>: Power on switch.</p> <p>(viii) External Cables and Connectors (viz. power supplies). USB Extension Cable.</p>			
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Total of Basic Price:

- (b) Is Taxes/GST extra?  
If Yes, then mention the following:  
 (i) Total value on which VAT/GST is leviable  
 (ii) Rate of VAT/GST  
 (iii) Total value of VAT/GST leviable:  
 (iv) GSTIN Number:
- (c) Any other Taxes / Duties / Overheads / Other costs:
- (d) Grand Total:

**---End of Part V---**



*(Signature)*  
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**COMPLIANCE MATRIX BY THE VENDOR**

**(It is mandatory to submit this compliance matrix, failing which the Buyer reserves the right to reject the bid submitted)**

Ser. No	Check off list /Clause	Compliance	Yes/No
01	RFP No, Title and Date of opening of bids mentioned at bid envelop		
02	Price Bid is as per format mentioned at Para 2 of Part V of RFP		
03	Para 7 part I of RFP. Documentary proof of GSTIN registration, TIN No. or any other registration by any government organization mandatory for executing the contract should be enclosed.	Self-attested documentary proof attached	
04	Para 14 part I of RFP- EMD for amount of Rs. 15,930/- enclosed	Documentary proof in form of BG, FD, DD etc. attached	
05	Acceptance to all AMC specifications Essential Details of Items/Services required as per Part II of RFP.	Please specify variations if any clearly in the bid.	
06	Acceptance of Standard Conditions of RFP mentioned at Part III of RFP	Standard Conditions of RFP as per DPM-09 have been read and understood in all aspects, and acceptable, and there is no objection to including the same in the Contract Agreement.	
07	Acceptance of Special Conditions of RFP mentioned at Part IV of RFP	Special Conditions of RFP as per DPM-09 have been read and understood in all aspects, and acceptable, and there is no objection to including the same in the Contract Agreement.	

**Vendor/ Firm's Office Stamp**



**Signature of Bidder**

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