

Tel: 26104679

WESEE
Ministry of Defence
West Block-5, Wing-I,
R K Puram,
New Delhi 110 066

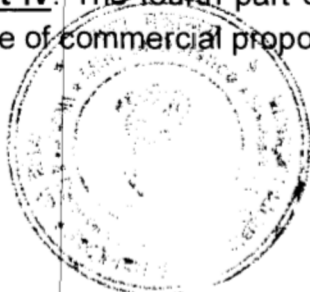
Ref No.: AAK/192/CICS/Procurement/DDS

15th Mar 18

M/s RealTime TechSolutions Pvt Ltd,
No. 59, III Floor, 4th Main, 18th Cross,
Malleshwaram
Bangalore - 560055.

**REQUEST FOR PROPOSAL : RENEWAL OF SOFTWARE SUBSCRIPTION AND
PRODUCT SUPPORT OF OPENSPLICE DDS MIDDLEWARE SUITE
FOR FIXED VERSION 6.6.4**

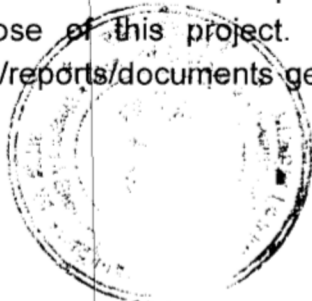
1. It is intended to renew software subscription and product support of OpenSplice DDS Middleware Suite for fixed version 6.6.4 for one year. You are requested to submit a commercial proposal as per the guidelines enumerated in this "Request for Proposal (RFP)" which comprises of four parts as explained in succeeding paragraphs.
2. Brief description of the salient requirements of each of the four parts have been enumerated below: -
 - (a) **Part I.** The first part consists of the general requirements, quantity required, scope of work, delivery schedule, warranty/guarantee conditions, service life, product support etc. It also includes procedure and schedule for submission of the commercial proposal.
 - (b) **Part II.** The second part of the RFP incorporates the aspects of Statement of Technical Requirements (SOTR).
 - (c) **Part III.** The third part of the RFP consists of the commercial aspects of the procurement like payment terms, performance guarantees, and guarantees against warranty services etc., to be performed by the Seller. It also includes standard contract clauses with special contractual terms, if any.
 - (d) **Part IV.** The fourth part of the RFP defines the criteria for evaluation and acceptance of commercial proposal.



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PART I: GENERAL REQUIREMENTS

3. **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'.
4. **Deliverables.** This Request for Proposal (RFP) seeks a Commercial bid for supply of items as brought out at Appendix 'A'.
5. **Delivery Schedule.** The delivery period for delivery of requisite documents and/or license, if any, to enable software subscription and product support of OpenSplice DDS Middleware Suite for fixed version 6.6.4 would be 04 (four) weeks from the effective date of supply order. The software subscription and product support shall start from the date of Supply Order or delivery of requisite documents and/or license to enable software subscription and product support whichever is later.
6. **Product Support.** The Seller shall provide product support in terms of time bound resolution of issues, bugs and/or observation raised by Buyer during the support period.
7. **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



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for any other purpose or revealed to any other person or party not directly involved in the project either in writing, or otherwise.

8. **Type of Tender and Bids:** This is a **Single Tender Enquiry** and no unsolicited bids will be accepted/entertained by this office in accordance with GFR 2017. This procurement is on **Single Bid Tender** basis where both the technical and commercial details, along with other information, as sought are to be submitted together in a single sealed cover by the bidder.

PART II: TECHNICAL PARAMETERS

9. **Statement of Technical Parameters.** The broad technical qualification 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.

10. **Price Bid.** The price bid should be forwarded in a sealed envelope (the envelope should clearly marked this letter number and subject). The bids are to be submitted at the following address by **1300 hrs on 04 Apr 18.**

The Director General
(for Project Director, DSP – 08)
WESEE, Min of Defence
West Block-5, Ground Floor, Wing-I,
R K Puram
New Delhi – 110 066

PART III: COMMERCIAL TERMS & CONDITIONS

11. The commercial proposal should be firm and fixed and should be valid for at least 06 months from the date of submission of proposal.
12. You are requested to take into account the payment terms given at Appendix 'C' while formulating your commercial proposal.
13. To assist the Seller in making the commercial proposal and to ensure that all aspects are covered, a suggested format is placed at Appendix 'D'.
14. **Standard Clauses of Contract.** The Government of India desires that all actions regarding procurement of any equipment be totally transparent and carried out as per established procedures. You are therefore required to accept our standard clauses regarding agents/agency commission, penalty for use of undue influence, access to books of accounts, arbitration and laws which would be incorporated in the Contract. The text of these clauses is at Appendix 'E'.
15. **Option Clause.** The option clause is placed at Appendix 'F'.

PART IV: TECHNO COMMERCIAL PROPOSAL ACCEPTANCE CRITERIA

16. **Compliance Statement.** A compliance statement needs to be furnished by you indicating acceptance or otherwise of all the terms and conditions and the technical and quality criteria indicated in the RFP.
17. **Opening of Price Bid.** The sealed envelopes containing the price bids shall be opened at **1500 hrs on 04 Apr 18** at WESEE. (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 Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative. The price bid will be opened by the Tender Purchase Committee (TPC).
18. **Clarification regarding contents of the Bids.** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained
19. **Evaluation Criteria.** The submitted bids will be evaluated by the Tender Purchase Committee. The criteria for evaluation are listed at Appendix 'G'.
20. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection. Conditional tenders will be rejected.
21. This RFP is being issued with no financial commitment and this office reserves the right to change or vary any part thereof or withdraw the RFP at any stage, should it be so necessary.
22. Request acknowledge receipt.



Yours sincerely,

(P K Singhal)
Scientist 'D'
Sr Systems Manager
for Director General

Appendices: As above

LIST OF APPENDICES

- A - Scope of Work and List of Deliverables.
- B - Statement of Technical Requirement (SOTR)
- C - Payment Terms.
- D - Format for Commercial Proposal.
- E - Standard Clauses of Contract (SCOC).
- F - Option Clause.
- G - Criteria for evaluation of Commercial Proposal



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Appendix A

(Refers Para 3 of GoI, MoD letter No. AAK/192/CICS/Procurement/DDS dated Mar 18)

SCOPE OF WORK

1. The Seller shall be responsible for renewal of software subscription and product support of OpenSplice DDS Middleware Suite for fixed version 6.6.4 for one year from the date of Supply Order (Details are placed at Para 6) or delivery of requisite documents and/or license to Buyer to enable software subscription and product support, whichever is later.

2. During the period of support, the seller shall also support the development team at WESEE in the aspects of compilation of the developed software code, porting the same from the host computer systems to the target platforms, debugging the code, tuning of code for optimizing the performance, deployment configuration of OpenSplice DDS on target, usage of the DDS development and debugging tools provided as part of the OpenSplice DDS Middleware Suite. The Seller would be responsible to ensure seamless migration, transition, deployment and integration of DDS in Buyer's environment, whenever required during support period.

3. Seller shall ensure continued technical support for the OpenSplice DDS Middleware Suite at WESEE throughout the period of subscription. It 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 support. The seller shall depute OEM reps to WESEE to resolve any difficulties faced by the development team in installation, usage, deployment, integration of the Open Splice DDS middleware Suite as and when reported by the buyer, if necessary, during the period of subscription.

4. Seller shall provide documentation including user, technical and deployment manuals for all the deliverables listed below. 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. The Seller shall also share best practices in usage and deployment of tools.

5. Whenever required, the seller shall provide 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. List of Deliverables. The Seller shall be responsible for renewal of software subscription and product support of OpenSplice DDS Middleware Suite for fixed version 6.6.4 comprising of the following: -

<u>S.No</u>	<u>Description</u>	<u>Quantity</u>
(a)	3 X OpenSplice DDS Bundle licenses (inclusive of all DCPS and DLRL profiles)	01 No.
(b)	3 X OpenSplice Power Tools Productivity Bundle licenses (All Power Tools including Information, Application and Deployment Modelers)	01 No.
(c)	3 X Cross Development Licenses for VxWorks	01 No.
(d)	1 X OpenSplice DDS Tuner license	01 No.
(e)	OpenSplice DBMS Connect Service license	01 No.
(f)	Opensplice DDS Tester license	01 No.
(g)	Visit of Subject Matter Expert from OEM per year during support period	05 days
(h)	Deputation of M/s RTTS rep at WESEE	As and when required.
(j)	Conduct of Training sessions at WESEE	02 Sessions (05 day each)

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Appendix B

(Refers to Para 8 of GoI, MoD letter No. AAK/192/CICS/Procurement/DDS dated Mar 18)

STATEMENT OF TECHNICAL REQUIREMENTS

1. Subscription. The subscription must be valid for a period of one year from the date of Supply Order or delivery of requisite documents and/or license to Buyer to enable software subscription and product support, whichever is later. The seller would be responsible to ensure seamless deployment and integration with other CASE tools. Any training required during these processes shall be undertaken by the seller at no additional cost. Necessary user/technical manuals shall also be provided as part of the abovementioned process.
2. 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.
3. The seller shall intimate the buyer atleast 06 months prior to obsolescence/end of life 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 would bring in Subject Matter Experts (SMEs) from the OEM to assist the WESEE development team as part of the technical product support as mentioned in Appendix 'A'.



Appendix C

(Refers to Para 11 of GoI, MoD letter No. AAK/192/CICS/Procurement/DDS dated Mar 18)

PAYMENT TERMS

1. **Terms of Delivery and Payment:** The goods will be consigned to the Director General, WESEE, New Delhi.
2. **Payment:** All payments will be made by the office of Dy Controller of Defence Accounts (Navy), Project Seabird, New Delhi. The payment of bills will be made 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
 - (d) CRVs in duplicate.
 - (e) User Acceptance.
 - (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, Octroi receipt, etc as applicable.
 - (g) Exemption certificate for Excise duty / Customs duty, if applicable.
 - (h) Guarantee / Warranty certificate.
 - (j) Xerox copy of Performance Bank guarantee
 - (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).
3. Payment will be made on **quarterly basis** on completion of each quarter on acceptance by user and issue of satisfactory performance certificate by buyer. No advance payment shall be made.
4. 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. No advance payment(s) will be made



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5. **Performance Bond:** A Performance of 10% of value of the Supply Order would be required to be furnished by the Seller in the form of a Bank Guarantee from a first class scheduled Indian bank. Details of the bank are to be furnished in the commercial bid. The Performance Bond should be valid for a period until three months from the date of expiry of subscription and should be furnished within 30 days of signing the contract.



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Appendix D

(Refers to Para 12 of GoI, MoD letter No. AAK/192/CICS/Procurement/DDS dated Mar 18)

FORMAT OF COMMERCIAL PROPOSAL

1. **Commercial Proposal 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:

	Item	Unit price	Qty	Total
(i)	A			
(ii)	B			
(iii)	C			
(iv)	Total of Basic Price			

(b) Installation / Commissioning charges

(c) Training

(d) Is GST extra?

(e) If yes, then mention the following:

(i) Total value on which GST is leviable:

(ii) Rate of GST:

(iii) Total value of GST leviable:

(iv) HSN Number on which GST leviable:

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

(g) Grand Total:

Note. Break up price should also be indicated.

2. **Validity of quote.** The prices should be firm and fixed and be valid for at least 06 months from date of submission.

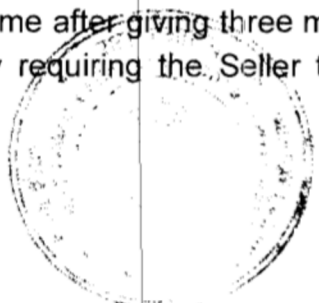


Appendix E

(Refers to Para 13 of Gol, MoD letter No. AAK/192/CICS/Procurement/DDS dated Mar 18)

GENERAL CONDITIONS OF CONTRACT

1. **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.
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. **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.
4. **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.
5. **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.
6. **Termination.** 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



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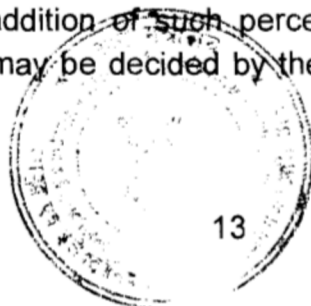
services or work mentioned herein. In which case the Seller shall have no claim against the Buyer by reason of such termination, except that the Buyer shall pay to the Seller all amounts due to the Seller on account of work already completed by the time of issue of termination letter, but the Buyer shall 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.

7. 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.

8. **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.

9. 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.

10. 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 to 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.



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11. **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.

12. **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.

13. **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.

14. **Time, Delay, Extension and Liquidated Damages.** Time shall be the essence of the Contract. However, if the delivery (including goods, licenses, documents, bonds/ Guarantees, trials, installation, training etc. as specified in contract) is delayed due to reasons of Force Majeure, non availability of any items of Stores required to be supplied by the Buyer, or any other cause which in the absolute discretion of the Buyer is beyond the Seller's control, then in any such case the Buyer may in his sole discretion make fair and reasonable extension in the completion dates of the delivery of individual items or group of items for which separate delivery dates are mentioned in the Contract. No claim in respect of compensation or otherwise, arising as a result of extensions, shall be admitted. If the delay in execution is for causes other than those mentioned above, Buyer may in its absolute discretion allow such additional time as it considers justified or cancel the Contract. In the event of extension of time, the Buyer shall be entitled to recover at its discretion from the Seller by way of penalty of Liquidated Damages at ½ % (Half percent) per week or part thereof, of the total value of the items in arrears subject to a ceiling of 10% of the total value of the Contract whether any loss is suffered by the Buyer on account of such delay or not.

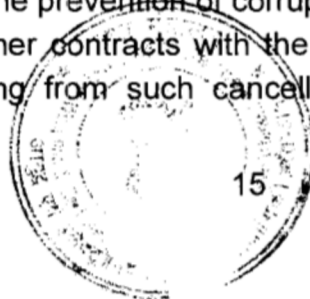


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15. **Arbitration.** Disputes during the currency of the Contract shall, in the first instance, be settled by mutual discussions and negotiations. The results of such resolution of dispute shall be incorporated as an amendment to the Contract, failing 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 110 066, 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.

16. **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.

17. **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 offence by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 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



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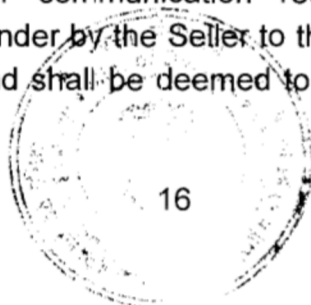
nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller.

18. 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.

19. **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.

20. **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.

21. **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



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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:-

Government of India,
Ministry of Defence
WESEE
West Block -5, Wing No. 1
R K Puram, New Delhi-110 066

22. 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.



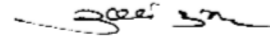
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Appendix F

(Refers to Para 14 of GoI, MoD letter No. AAK/192/CICS/Procurement/DDS dated Mar 18)

OPTION CLAUSE

1. **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.



Appendix G

(Refers to Para 18 of GoI, MoD letter No. AAK/192/CICS /Procurement /DDS dated Mar 18)

CRITERIA FOR EVALUATION

1. The criteria for evaluation of bids will be as follows:-

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

(b) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given above. All taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.

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



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

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

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



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