REQUEST FOR PROPOSAL (RFP) INVITATION OF BIDS FOR DEVELOPMENT OF LAB PROTOTYPES FOR CUSTOMIZED HARDWARE BASED BLACK BOXES

LIMITED TENDER ENQUIRY

M/s	
As per approved list of vendors for LTE	

ITW/R&D Prototype/216

To.

| 3 Sep 18

REQUEST FOR PROPOSAL (RFP) NO. 23 DATED 13 SEP 2018

- Bids in sealed cover (Techno-Commercial) are invited for "Development of Lab Prototypes for Customized Hardware Based Black Boxes". The 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.
- 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.

(For HOD (IT&IW))

West Block V, RK Puram,

New Delhi - 110066

(b) Postal address for sending the Bids

West Block V, RK Puram.

New Delhi-66

Name/designation of the contact personnel: (c)

Cdr Ritesh Wahi

SSM (IT&IW)

Telephone numbers of the contact personnel: 011 – 26104815 (d)

(e) Fax number: 011-26101143

- This RFP is divided into five Parts as detailed below and contains 17 pages. 3.
 - 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.
 - Part II Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.

- (c) Part III Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
- (d) Part IV Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
- (e) Part V Contains Evaluation Criteria and Format for Price Bids.
- 4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.



(Ritesh Wahi)
Commander
Senior System Manager (IT&IW)
for Director General

Part I - General Information

- 1. <u>Last date and time for depositing the Bids</u>: <u>03 Oct 18 at 1430 hrs</u>. The sealed Bids should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.
- 2. <u>Manner of depositing the Bids</u>: Sealed Bids <u>(Techno-Commercial)</u> 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. <u>Time and date for opening of Bids:</u> <u>Techno-Commercial</u> bids will be opened at <u>1500 Hrs on 03 Oct 18</u>. 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. <u>Location of the Tender Box</u>: 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. <u>Type of Tender and Bids</u>. This is a <u>Limited Tender Enquiry</u> and <u>no unsolicited bids will be accepted/ entertained by this office in accordance with GFR 2017</u>. This procurement is on <u>Single Bid</u> 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. <u>Forwarding of Bids</u>: 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. <u>Clarification regarding contents of the RFP</u>: 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 Communities of bid. No bid shall be modified after the deadline for submission of Bid. No

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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. <u>Clarification regarding contents of the Bids:</u> 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. <u>Rejection of Bids</u>: 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. <u>Unwillingness to quote</u>: 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. <u>Validity of Bids</u>: 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. 17,131/-. 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 30th 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. <u>Certificate by Vendor</u>. 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*.

---END OF PART I--

Part II - Essential Details of Items/Services required

1. Schedule of Requirements: The vendor is required to manufacture hardware based prototypes as per WESEE supplied PCB design (Gerber) files. The vendor may undertake minor modifications/ changes and further develop/ customize the WESEE design in consultation with WESEE for optimal placement/ alignment of components on PCB, replacement of obsolete/ obsolescent component in Bill of Material (BOM) without affecting functionality of the designed prototype. The PCB prototypes are required to be housed in suitably designed and manufactured metal Black Box enclosure by the vendor duly approved by WESEE.

Scope of Work and List of Deliverables

- 2. The Seller shall be responsible for Development of Lab Prototypes housed in Customized Hardware Based Black Boxes (as per Bill of Material (BOM) placed at *Appendix B & Appendix C* to this RFP), testing and delivery at WESEE. <u>Details of final deliverables would be as follows:</u>
 - (a) <u>Design/ Document deliverables</u>. Initial PCB design and placement file (Gerber) will be developed and handed over by WESEE. All subsequent design updates and component placement with suitable modification/ changes for manufacturing of PCB and correct alignment, as required, will be undertaken by the vendor. All such modified/ created design files (schematics, gerbers and associated files for manufacturing) will be handed over back to WESEE on completion. No such finalised or intermediate design file will be retained by the vendor in any form. The following finalised design documents are to be handed over to WESEE on completion:-
 - (i) Final design and placement file (Gerber) for PCB manufacturing.

(ii) Revised/ updated BOM for both STM32 and FPGA variants.

(iii) Schematic design of the PCB prototypes.

(iv) CAD design/ Schematics of the Black Box (Metallic enclosure).

(b) <u>Hardware Deliverables</u>. A total of 10 in number (05 each with STM32 controller and FPGA based hardware as tabulated below) lab prototypes manufactured using the WESEE supplied gerber files. The hardware Black Box is required to be powered using COTS external power supply module/ 12V 3A, AC-DC adapter.

SI. No.	Description	Qty. (Nos.)
(i)	Prototype Manufacturing and Assembly of STM32 MC Engine based Customized Hardware Black Box (as per Bill of Material placed at Appendix B)	05
(ii)	Prototype Manufacturing and Assembly of FPGA Engine based Customized Hardware Black Box (as per Bill of Material placed at Appendix C)	05

(c) <u>Hardware Test and Compliance Report</u>. The vendor is required to undertake physical and electrical testing of the lab prototypes. A compliance report comprising of details of placement of components which are in variance with WESEE supplied Gerber, resolution of heat dissipation issues, deviation in BOM due to component obsolescence issues, resolution of grounding/ mechanical issues for mounting of components, any mismatch of PCB legends/ designators for components, Design Rule Check (DRC), DFM (Design for Manufacturability) Check, details of Test Points with test parameters and acceptable values/ ranges is also required to be submitted.

(Ritesh Wahi)
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Sr. Systems Manager
WESEE, Ministry of Defence
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Pre-Bid Meeting

3. The specific details of development and implementation details will be discussed/furnished with authorised representatives of the bidders during the pre-bid meeting against Non-Disclosure Agreement.

4. Technical Details

- (a) Specifications/drawings, as applicable As mentioned in Para 2(a) and 2(b) of Part-II of this RFP
- (b) Technical details with technical parameters As mentioned in Para 2(a) and 2(b) of Part-II of this RFP
- (c) Requirement of Training / On-job training NA.
- (d) Requirement of installation / commissioning NA
- (e) Requirement of Acceptance Trials Testing at User Premises
- (f) Requirement of Technical Documentation As mentioned in Para 2(a) and 2(c) of Part-II of this RFP.
- (g) Nature of assistance required after completion of warranty Nil
- (h) Requirement of pre-site/equipment inspection NA

Delivery Period

5. Delivery period for supply of hardware would be **08 Weeks** from the date of signing of Supply Order. Please note that Supply Order can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

---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. <u>Law</u>. 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.
- 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

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 Court 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.
- 8. <u>Liquidated Damages</u>. 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. <u>Termination of Contract</u>. 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/services is delayed for causes not attributable to Force Majeure for more than 01 month after the scheduled date of delivery/completion.
 - (b) The Seller is declared bankrupt or becomes insolvent.
 - (c) The delivery of material/services is delayed due to causes of Force Majeure by more than 01month provided Force Majeure clause is included in contract.
 - (d) The Buyer has noticed that the Seller has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such

individual/company etc.

- (e) As per decision of the Arbitration Tribunal.
- 10. <u>Notices</u>. 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. <u>Transfer and Sub-letting</u>. 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. <u>Amendments</u>. 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. <u>Taxes and Duties</u>. 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

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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 entrained after the opening of tenders.

- (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.

- 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.
- 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
- 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.
- 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.
- 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:-

100% payment upon satisfactory performance certification by WESEE post testing of hardware, subject to submission of Bank Guarantee for 10% of the Order Value.

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

Ink-signed copy of contingent bill / Seller's bill. (a) (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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CRVs in duplicate. (d)

Inspection note. (e)

- Claim for statutory and other levies to be supported with requisite documents/ (f) proof of payment such as Excise duty challan, Customs duty clearance certificate, etc. as applicable.
- Exemption certificate for Excise duty / Customs duty, if applicable.

Guarantee / Warranty certificate. (i)

DP extension letter with CFA's sanction, where required under delegation of (j)

powers, indicating whether extension is with or without LD.

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).

Any other document / certificate that may be provided for in the Supply Order /

Contract.

User Acceptance. (n)

- Fall Clause. The following Fall clause will form part of the contract placed on successful Bidder -
 - The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or description to any identical offer to sell stores of Organization including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.
 - If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organization including the Buyer or any Dept., of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:--

Exports by the Seller.

(ii) Sale of goods as original equipment at price lower than lower than the prices charged for normal replacement.

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

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

The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract -"We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any



person/organization including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract except for quantity of stores categories under subclauses (a), (b) and (c) of sub-para (ii) above details of which are given below -

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 Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.
- (b) Should the stores or any installment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

(c) In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores 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 there under.
- (d) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed actual cost of the value of the contract."

10. Force Majeure clause.

- (a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as war, Military 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

(Ritesh Wahi) Commander

Sr. Systems Manager WESEE, Ministry of Defence New Demi-110066

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. Specification. The following Specification clause will form part of the contract placed on successful Bidder The Seller guarantees to meet the specifications as per Part-II of RFP and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer Services as per modifications/requirements (if any) recommended after the trials. All technical literature and drawings shall be amended as the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical upgradation/alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenization or obsolescence. This will, however, not in any way, adversely affect the end specifications of the system. Changes in technical details, drawings repair and maintenance techniques alongwith necessary tools as a result of upgradation/alterations will be provided to the Buyer free of cost within 30 days of affecting such upgardation/alterations.
- 12. **Quality**. The quality of the stores/services delivered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores/services for in specifications enumerated as per RFP and shall also include therein modification to the stores/services suggested by the Buyer. Such modifications will be mutually agreed to.
- 13. **Quality Assurance**. Seller would provide the standard Acceptance Test Procedure (ATP). Buyer reserves the right to modify the ATP.
- 14. <u>Inspection Authority</u>: The Inspection will be carried out by WESEE. The mode of Inspection will be Departmental Inspection / User Inspection / Joint Inspection / Self-certification. <u>The prototype will be accepted after successful testing at WESEE</u>.
- 15. **Franking clause**. The following Franking clause will form part of the contract placed on bidder:-
 - (a) Franking clause in the case of acceptance of goods/services "The fact that the goods/services have been inspected after the delivery period and passed by the Inspecting officer will not have the effect of keeping the contract alive. The goods / services are being passed without prejudice to the rights of the Buyer under the terms and conditions of the contract"
 - (b) Franking clause in the case of Rejection of goods/services "The fact that the goods /services have been inspected after the delivery period and rejected by the Inspecting officer will not bind the Buyer in any manner. The goods/services are being rejected without prejudice to the rights to the Buyer under the terms and

16. <u>Warranty:</u>The following Warranty will form part of the contract placed on the successful Bidder –

Except as otherwise provided in the invitation tender, the Seller hereby declares that the goods, stores, articles sold/supplied to the Buyer under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained / mentioned in contract. The Seller hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of 12 months from the date of delivery of the said goods stores/articles and that notwithstanding the fact that the Buyer may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of 12 months the said goods/stores/articles be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated, and the decision of the Buyer in that behalf shall be final and binding on the Seller and the Buyer shall be entitled to call upon the Seller to rectify the goods/stores/articles or such portion thereof as is found to be defective by the Buyer within a reasonable period, or such specified period as may be allowed by the Buyer in his discretion on application made thereof by the Seller, and in such an event, the above period shall apply to the goods/stores/articles rectified from the date of rectification mentioned in warranty thereof, otherwise the Seller shall pay to the Buyer such compensation as may arise by reason of the breach of the warranty therein contained.

- 17. Product Support: The product support clause will form part of the contract placed on the bidder-
 - (a) The Seller agrees to provide product support in the form of hardware and software defect ratification as and when required by the Buyer for a period of one year after the delivery of the system.
 - (b) Any improvement/modification/ up-gradation being undertaken by the Seller on the product being purchased under the Contract will be communicated by the Seller to the Buyer and, if required by the Buyer, these will be carried out by the Seller at Buyer's cost.

---END OF PART IV--

(Ritesh Wahi)
Commander
Sr. Systems Manager
WESEE, Ministry of Defence

New Delhi-110066

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Part V - Evaluation Criteria & Price Bid issues

- Evaluation Criteria The broad guidelines for evaluation of Bid will be as follows: 1.
 - 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.
 - 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 entrained after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs duty / 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.
 - Price Bid Format. The Price Bid Format is given below and Bidders are required to fill this up correctly with full details:
 - Basic cost of the item/items: (a)

S.	Description	Unit Price (Rs.)	Qty (Nos.)	Total Price (Rs.)
No. (I)	Prototype Manufacturing and Assembly of STM32 MC Engine based		05	
(11)	Customized Hardware Black Box Prototype Manufacturing and Assembly of FPGA Engine based Customized Hardware Black Box		05	

Total of Basic Price:

Is Taxes/GST extra? (b) If Yes, then mention the following:

Total value on which VAT/GST is leviable

(i) Rate of VAT/GST (ii)

(Ritesh Wahi) Total value of VAT/GST leviable: Commander (iii) Sr. Systems Manager (iii)
WESEE, Ministry of Defence

New Delhi-110066

- (iv) GSTIN Number:
- (c) Any other Taxes / Duties / Overheads / Other costs:
- (d) Grand Total:

---End of Part V--



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	Verbi
	RFP No, Title and Date of opening obids mentioned at bid envelop	f	Yes/No
02	Price Bid is as per format mentioned at Para 2 of Part V of RFP	t	
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.	proof attached	
04	Para 14 part I of RFP- EMD for amount of Rs. 17,131/- 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.	
7		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



Bill of Material (BOM) for 'Prototype Manufacturing & Assembly of STM32 MC Engine based Customized Hardware Black Box'

S.No	Description	Designator		DOX NUMBER OF STREET	AND TABLE AND TOWN
_	PCB 152 x 100 mm FR4 Double sided PTH, Green Masking, ENG Finish, PCB Thickness		Value	Comment	Footprint
٥	1.6 mm (Mother Board)				
۸	masking, ENG Finish, Thickness 1.6mm (Expansion board)				
w	12V 3A AC/DC Power Adapter with 2 Pin				
4	CR2032 Coin Cell Batton		12V 3A		
5	Capacitor	BTI	CROOS		
6	Polarized Capacitor (Podici)	C1, C23, C66, C84	CN2032	CR2032	
	Capacitor, Electrolytic Capacitor, Electrolytic	C2, C17, C45, C77	100uF/16V	0603	0603_Cap
	Capacitor		4	E C	CAP_ELEC_100uF/16V(5X11m
	Capacitor	C			m)
00	Polarized Capacitor (Radial)	C4	22uF	0805	
9	Capacitor		220uF/50V	Elec	CAP ELEC 220 FOR
	Cupucital	C5, C7, C8, C10, C11, C12, C13, C14, C15, C16	100nE		(8X11.5mm)
		C35, C36, C37, C38, C39, C41, C42, C46, C47, C49, C52, C54, C55, C56, C57, C59, C60, C67, C68, C69, C70, C71, C72, C73, C75, C76, C76, C76, C76, C76, C77, C77, C77		VOCO	0603_Cap
10 0	Capacitor	C80, C85, C86			
11 0	Capacitor	C6, C18, C53	10nF	0603	
	Capacitor	Cy Con Con	10uF	0805	0603 Cap
13 C	Capacitor	C31, C32, C43, C44, C50, C51, C72, C73, C31, C32, C43, C44, C50, C51, C72, C73, C74, C75, C75, C75, C75, C75, C75, C75, C75	4.7uF	0603	0805 CAP 3D
14 C	Capacitor	C87	27pF	0603	0603 Cap
	Capacitor	C33, C40, C48, C58, C74, C78	2715		
16 U	USB Connector Female/USB A/4-Position/Pinkle Conf.	C81, C82	47pF	0603	0603 Cap
17 A	Angle/Through hole	CONT, CON2, CON3	USB-AIHSW6	USB Connector Female	0603 Cap
	U0113210 of cream reserved	DI	SMATISCA		- ACTIONING!
	Schottky Diode	73	DIALUSI DEA	D-Littelfuse-SMAJ15CA-Schottky	TVS_LITTLEFUSE SMAJ30CA
		D2	SS34	\$531	
	Diode	D4	BAT54C	BAT54C	SS34_DO-214AB (SMC)
		D5 D6 D7 D8 D0		IN4148	SOT23 N
	pply Connector	J1	SMD LED Red	LEDI	DO-35
	upply FB 10A	LI	DC Jack	PWR2.5	LED SMD 1206
			36R@100MHz	36R@100MHz	DC Jack 3D
	1	L4.L5.16.17.18.19.110.111	4.7uH	Inductor	0603 Res
Tique	ystal Display, 4 Lines, 20 characters,	LCDI	600R@100MHz	600R@100MHz	IND 68uH SRN6045 Series
27 LEL			NHD-0420HIZ-FSW-	20x4 LCD, 3.3V	LCD 20X4 Nawbarra
28 Has		LD1, LD2	CA CA 11 22 A 2		III American
		PI, P3, P4, P5, P10		LED Dual	
	Header 7-Pin	2		Header 2	HDR1X7
		P6, P8, P12		Header 8	HDR1X8
		P7 P0 P11			TIKIXX
				Handa-7	



	69	68	67	00		65	_	04	+		63	62 C	61 C		00			59				58		57		56	55	54		53		52	51	50	49	48	47	46	45	44	7	42	43	41	40	39		38	37	36	35	34	33
Littlium I nionil Cloride battery	lithium This all Cell Battery	CR2032 Coin Call Battery holder	Chasis Mount1/2 AAA Batton, Holde	Mounting Screw M3	Criasis Mount Power Button with Red led	Charles	Cliasis mount Illuminated push button switch		dimension	thickness as per pcb			Crystal Oscillator		8Mb Advanced LPSRAM (1024k word x 8hir)		Fin DFN, Extended Temperature	1024Kbit, 400kHz, 5V, I2C Serial EEPROM &	interfaces & camera	HS/FS, Ethernet, 17 TIMS 3 ADC: 15	up to IMB Flash/192+4KB RAM TIED CTO	ARM Cortex-M4 32h MCII+EBII 2100	Protector, USB ESD Protector, USB ESD U7, U11, U15	Very low canacitance Esp	ULPI Low Pin Interface	Hi-Speed USB Host Davids Switch	Single Channel Power Distribution	800mA Low-Dropout incar Parties	Services Edick Regulator	EZBuck(TM) 3A Synchronous Buck B		Metal Shield	Push Button Switch	Semiconductor Resistor	Semiconductor Resistor	Semiconductor Resistor	Semiconductor Resistor	Semiconductor Resistor	Schilcolductor Resistor	Semicord Resistor	Semiconductor Resistor	Semiconductor Book	Commonductor Resistor	Semiconductor Resistor									
BAT2	RATT		M1,M2,M3,M4,M5,M6,M7.M8								Y2, Y4, Y5	YI, Y3		0.0	1112						U8, U10, U14		D U7, U11, U15		U6,	U3, U4, U5	U2		r UI		SHI	SI	R44	R41, R43, R45, R46	R27, R33, R48	R21, R29	K19, R34	K18, R35, R40, R42, R47	R17, R32	R17 P22	R14, K10, K31, K39	R13 R16 R21 T20	R12 R30	R5. R7 R70 R79 D76	R4	R25, R26, R36, R37	R3, R6, R8, R9 R10 R11 B15 B2	R2	RI	Q2	QI	P14, P15	DIA DIA
3.3V 3.6V 2400mAh		M3								12MHz	24MHz						AT24C1024R			31M32H407VGT6		USBLC6-2P6		USB3300	MIC2025			AOZ3013Pl	ramper Proofing	50x50 mm Shield/	SPUI Pushbutton	CONTR	JOOK	HUCI	MOI	12.UK, 1%		150	A 7K	47F	OE	560E	470E	100E		24, 10K		52.3K	BC847	200E			
									ZLIIAIZI	TIME	24MH ₂	100000	RILV0808ASB-5SI			Z4C1024				STM32F407VGT6		USBLC6-2P6		USB3300	MIC2025-1	LM1117MP-3 3		AOZ3013PI		Metal Shield	SW-PB	0603	0603	0603	0603	0603	0603	0603	0603	0603	0603	0603	0603	0603		0603	0603	0603	SOT-23	SMD	Header 10	Header 5	
								CIMIC ALOM SHALL	XTAI NON CATE	XTAL NON SMD						SOIC-8			LQFP100_M		S0123-6_M_m		QFN32_M	SOIC-8	S0T223 3D		SOIC-8 epad	0010		Pushbutton-4L	0003 Kes	0603 Res	0603 Res	0603 Res	0603 Res	0003 Res	0000 Res	0603 Res	0603 Res	0603 PG	0603 Bas	0603 Res	0603 Res		0603_Res	0603_Res	0603 Res	SOT23 N	POT TC33X-2	HDR1X10	HDR1X5		
<u>1</u>	0	-	u	,		-	4	w	2			-			1				3		3		2	2	-		-		-	_		4	3	2	2	5	2	_	4	2	5			14									

Bill Of Material for Prototype Manufacturing & Assembly of FPGA Engine based customized hardware Black Box

67 U	66	5 05	67		2 6				59 NTZ NTO-1/ KS	+		50	54	+	-	51			48	47		45	44	43	42	41	40	39	38	37	36	35	34	33	32
U8-9 U12-13	Y1	SB1	LED1	RIO	20 20	D3	R1 R6-7 D0	R37 R36 R73	RE RESTREAM NO. 17	X4 R8 R11 R3 /	R13-14	R24-26	83	K28-29 K31 K52-57 R65-66 R69	R63-64	R60	R34-35 R58-59	U7	R61-62	R23 R27	R15 R20-21	R18	R22	R19	J1	IC6	SW-SPDT1	Q1-6	U5	MH1-4	D1-4 D16	D5-11 D13-14	D17-18	15-6	LT-4
4	1	1	2	1	1	. 4	3	U -	22	4	2	S	1	12	2	1	4	1	2	2	ω	1	1	1	1	1	1	6	1	4	5	9	2	2	4
SN74LVC827A	SG8002JF		VS NRD8																						PWR_JACK	XCFO8P		BC847	MIC2025						
	Epson Tbyocom	Genric	Victory Electronics	Generic	Generic	Generic	Generic	Generic	Generic	Generic	Generic	Generic	Generic	Generic	Generic	Generic	Generic	Renesas Electronics America	Generic	Xilinx	SPDT Switch	NXP	MICREL	Generic	Generic	Generic	Generic	TE Connectivity	TE Connectivity						
SN74LVC827A	100MHz	OE	VS NRD8	7K5	7K4	5K4	4.7K	3K	330E	2K4	220E	200E	1K2	1K	10K	10E		R1LV	33K	1M	15E	150E	10K	30	PWR JACK	XCFO8P		BC847	MIC2025	Metallic Spacer	LED-Red	LED-green	LED-yellow	600R/200mA	4.7uH
SN74LVC827A 10-Bit Buffer/Driver With 3-State Outputs SSOP- 24	SMD crystal Oscillator	RES SMD 0603	Tricolour LED SMD	RES SMD 0621	RES SMD 0620	RES SMD 0619	RES SMD 0618	RES SMD 0617	RES SMD 0616	RES SMD 0615	RES SMD 0614	RES SMD 0613	RES SMD 0612	RES SMD 0611	RES SMID 0610	RES SMD 0609	RES SMD 0608	IC SRAM 44 TSOP	RES SMD 0608	RES SMD 0607	RES SMD 0606	RES SMD 0605	RES SMD 0604	RES SMD 0603	Power Jack/3 Pin/Through Hole 2 5 ID 5 5 OD	VOG48 - Package	Chasis Mount SPDT	\$0173	8-PIN SOIC	Threaded Metallic Spacer for M3	LED/Red/0805/SMD	LED/Green/0805/SMD	LED/Yellow/0805/SMD	Ferrite/Chip/6000hm/200mA/0805/SMD	Ferrite/Chip/6000hm/200mA/0805/SMD



128Mbit QSPI Memory SOIC-16	\$25FL128SAGMF	spanison	0 0	1	IC11	80
PCB 5x4mm 6 Layer,FR4, PTH, Green masking, ENG Finish, Thickness 1.6mm				13		79
2x7, 14 Pin, 2.54 mm Pitch Through hole, male Hadder	14 pin Male Headder	Generic	Xilinx JTAG Header	1	IC7	78
FTG-256 BGA	XC6SLX25-FTG256	Xilinx	Spartan	1	U1	1
Connector/Receptacle/USB Mini AB/5-Position/Right Angle/SMD	565790576	Molex	565790576	1	Jo	3 3
USB connector female/USB A/ 4 POS/Right Angle/TH	USB-A1HSW6	Moiex	OAACITY		5	36
50x50mm shield /temper proofing	00000000	NACIONAL CIRCLE OFFICE	IISR ATHSIME	<u>.</u>	USB1	75
Switch/rush/SrD1/0.2A/30V/Inrough Hole	36003500	Wurth Electronics	36003500	1	S2	74
Swift-h/birch/cBOT/0 O/TOV/Thank Hall	PN11SHSAD3OF	C&K Components		1	J2	/3
Push Button, SMD, 2-Pin				u	CIATO	73
DPDT ROCKER SWITCH, VERTICAL PCB MOUNT	3-Pin	C&K) ₋	BTN1-3	72
IC	STM32F417VET6	ST Microelectronics		4 1-	\$1	71
3X2-Pin Jumper, Through Hole	6- Pin Jumper	Genric		4 4	LI3	70
State Outputs				4	CN1	69
SN74LVCH8T245 With Configurable Level-Shifting, Voltage Translation, and 3-	SN74LVCH8T245	Texas Instruments	SN74LVCH8T245	2	OB UII	6
SN74LVCH8T245 8-BIT Dual-Supply Bus Transceiver						w N

