

WESEE, West Block 5, RK Puram, New Delhi
Invitation of Bids for Procurement of Office Furniture and Electrical
Appliances for SDR Lab
Limited Tender Enquiry

To,

As per approved vendor List for LTE

Request for Proposal (RFP) No. 03 dated 16 Apr 18

1. Bids in sealed cover are invited for supply of item 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
(Kind Attn: Lt Cdr Aniruddh Pandey)
WESEE
West Block 5
RK Puram
New Delhi 110 066

(b) Postal address for sending the Bids :-

Director General
(Kind Attn: Lt Cdr Aniruddh Pandey)
WESEE
West Block 5
RK Puram
New Delhi 110 066

(c) Name/designation of the contact personnel: Lt Cdr Aniruddh Pandey

(d) Telephone numbers of the contact personnel: 011-26190814/15
(Mon-Fri; 0900 – 1730 hrs)

(e) E-mail id of contact personnel: **ssm.wesee@navy.gov.in**

(Note: e-mail is not considered as means of official correspondence)

(f) Fax number: 011-26172097




Pranod Tiwari
(Pranod Tiwari)
Scientist 'C'
Senior Systems Manager
WESEE, Ministry of Defence
New Delhi-110066

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

- (a) **Part I.** The first part 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.** The second part consists of details of items, technical specifications, delivery period, consignee details etc.
- (c) **Part III.** The third part contains standard conditions of RFP such as Liquidated Damages (LD), duties, taxes etc.
- (d) **Part IV.** The fourth 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.
- (e) **Part V.** The fifth part of the RFP defines the criteria for evaluation and acceptance of commercial proposal.

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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Part I – General information

1. **Last date and time for depositing the Bids:** 02 May 18, 1430 hrs (Wednesday). The sealed Bid should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidders.
2. **Manner of depositing the Bid:** Sealed Bid should be dropped in the Tender Box marked as **WESEE TENDER BOX** at the address given above so as to reach by due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/ non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).
3. **Time and date for opening of Bid:** 02 May 18 (Wednesday), 1500 hrs (Wednesday) (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).
4. **Location of the Tender Box:** Ground Floor, West Block 5, RK Puram, New Delhi. Only Bids that are found in the WESEE tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.
5. **Place of opening of the Bid:** WESEE, Ground Floor, West Block 5, RK Puram, New Delhi. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.
6. **Type of Tender and Bid.** 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 details, along with other information, as sought are to be submitted together in a single sealed cover by the bidder.
7. **Forwarding of Bid:** Bid should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with EFT 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 bids. A withdrawal notice may be sent by fax but it should be followed by a signed



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confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder forfeiture of bid security.

10. **Clarification regarding contents of the Bid:** During evaluation and comparison of bid, the Buyer may, at its discretion, ask the bidders 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:** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be de-listed for the given range of items as mentioned in this RFP.

13. **Validity of Bids:** The Commercial Bids should remain valid till 04 months from the last date of submission of the Bids.

14. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) for amount of Rs 50,000/- (Rupees Fifty Thousand only). 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 bidders 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 bidders 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 those Bidders who are 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.

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Senior Systems Manager
Ministry of Defence



Part II – Essential Details of Item/Services Required

1. **Schedule of Requirements.** – Following items will be required to be procured towards enhancement and upgradation in the SDR Lab of Networking group in WESEE.:-

Ser	Item	Qty
(a)	Modular Workstation (Providing Modular workstation of size 5'x5' with 45 mm partition panel of 1200 mm height on both sides. Modular workstation of size 5'x2' with 45 mm partition panel of 1200 mm height on both sides with side panel. Panel shall have fabric and /or writing board, 2 wire managers, 25 mm thick work surface, 3 drawer units.)	7
(b)	Providing of full height wooden customized cabin with front open and furniture (Creating of full height front open cabin size 8' x 7' 6" with wooden customized partition of 100 mm thick partition panel. Cabin shall have executive table of 5' x 2'6" as main desk and 3' x 1' 6" as ERU and pedestal)	1
(c)	Providing of Conference Room and Conference Table (Providing of conference room size 12' x 8' with conference / discussion table size 5' 5" x 2' 6" with 25 mm pre-laminated top and 18 mm pre laminated board legs. Same shall have provision of wire holes for wires to pass from bottom to top)	1
(d)	Sound proof glass room for Integration Lab (Providing of sound resistant glass room size 35' x 12' with 8' height 10 mm toughened glass fixed on aluminum channel grouted on to floor and necessary fitting fixtures of stainless steel. Same room shall have 2 doors of 3' width x 7' height and shall have lock, handle and floor spring.)	590 sq. ft.
(e)	Electrical Work (Providing of Switch sockets on all workstations and cabins as per details mentioned:- (i) 33 Switch and sockets of 15A and 66 of 5A switch sockets workstations. (ii) 6 15A and 12 5A switch sockets on senior workstations. (iii) 4 15A and 5 5A switch sockets on computer desks. (iv) 4 15A and 8 5A switch sockets in executive cabin. (v) 20 15A and 30 5A switch sockets in sound resistant room (Integration Lab). (vi) Electrical wire as required. (vii) Concealing of wires from ceiling.)	1
(f)	Workstations (Providing of 07 modular workstations, Workstations shall be of 45mm thick partitions in front and 25mm thick worktop. Size of each workstation shall be 3'x2'. All partitions shall consist of 02 raceways.)	7
(g)	False Ceiling Repairing (1525 sq ft.) (Repairing and leveling of existing false ceiling and providing new tiles wherever required.)	1
	Floor Tile Repairing (600 sq ft.) (Repairing of existing tiles with patchwork wherever required.)	1
(j)	Glass films (Providing of translucent films on glass for work privacy.)	590 sq. ft.



(k)	Signage on entry door (Providing of Signage 2' 6" x 2' 6" on entry door as per design)	1
(l)	Door (Replacement of existing door with single leaf wooden door 7' x3' with all hardware and locks.	1
(m)	Wall Paneling (Providing of wall paneling on walls 1120 sq foot)	1120 sq. ft.
(n)	Storage Lockers (8' x 8' x 1' 6" with storage lockers with multiple locking compartments to store misc. items for individual use)	154 sq. ft.
(p)	Dismantling and re-installing (Dismantling and disposal of existing fittings and Wood work, etc. as per site requirement and Disposal of scrap by tempo if required, Re-installation and dismantling of existing workstations, Dismantling of electrical and LAN fittings, Dismantling of False ceiling.)	1
(q)	Work Table (Worktable of 5'x2' with 25 mm pre-laminated particle board of 25 mm top and 18 mm base.)	8
(r)	Shelves and Sleeves (Shelves and sleeves as per design with 18 mm thick pre-laminated board.)	10
(s)	Pantry Almira 8' x 2' x 8' (Pantry cabinet with shelves and drawers to safely keep utensils and electronics appliances, made of pre-laminated board of 18 mm)	1
(t)	Supply and Fixing of vertical roller blind	450 sq. ft.
(u)	Buy Back of Old Goods:- (i) 16 wooden partitions (full height partition with sound resistance including door with SS fitting locks and door closers). (ii) 01 Server Rack (iii) 06 Pedestal Fans (iv) 10 Chairs	

2. **Scope of Work.** The details of work involved towards enhancement and upgradation of Networking Group Lab are mentioned in the succeeding paragraphs. The plan for upgradation to be undertaken is placed at Appendix 'A'.

3. The consolidated scope of work is mentioned in the table below:-

(a) **Officers Cubicle.** Procurement and fitment of seven modular workstations with accessories for seven officers and one full height wooden customized cabin with furniture for one senior officer.

(b) **Work Stations.** Procurement of seven modular workstations with accessories for engineers.

(c) **Conference Room.** One conference room partition with conference room table.

(d) **Sound Proof Room.** Procurement and fitment of sound proof glass with accessories for Integration Test Lab (ITL).

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- (e) **Electrical Work.** Procurement and fitment of 67 switch and sockets of 15A and 121 switch and sockets of 5A including complete wiring and securing of wiring.
- (f) **False Ceiling and Floor repairs.** Replacement and fitment of damaged false ceiling (approx area 1525 sq.ft and floor ceiling 600ft).
- (g) **Glass Films.** Procurement and fitment of 590 sq ft. Glass films.
- (h) **Signage.** Procurement and fitment of signage on entry door size 2'6" x2'6" inches.
- (i) **Doors.** Procurement of single leaf wooden door 7' x 3'.
- (j) **Wall paneling.** Procurement and fitment of wall paneling over 1120 sq ft wall.
- (k) **Storage Locker.** Procurement of storage lockers covering area 154 sq ft.
- (l) **Work Table.** Procurement and fitment of eight work tables for engineers and testing requirement.
- (m) **Shelves and Sleeves.** Procurement and fitment of ten shelves and sleeves for Integration Testing Lab (ITL).
- (n) **Pantry Almira.** Procurement and fitment of Pantry Almira for stowage of cups, plates and microwave.
- (p) **Providing of Window Vertical Blinds.** Supply of 450 Sq ft of roller blinds to cover windows.

4. **Single-Bid System:** Bidder is required to furnish **clause by clause compliance of all clauses of all parts of the RFP** bringing out clearly the deviations from the RFP. The Bidder is advised to submit the compliance statement in the following format along with Bid:-

Para of RFP	Compliance to RFP clause – whether Yes / No	In case of non-compliance, deviation from RFP to be specified in unambiguous terms

5. **Delivery Period:** Delivery period for supply of item would be **within ten weeks** of signing of supply order. Please note that the Buyer can cancel the tender unilaterally in case, item is not received within the delivery period. Extension of delivery period will be at the sole discretion of the Buyer, with applicability of Liquidated Damages (LD) clause.



6. Consignee details:

Director General
(Kind Attn: HOD (Networking))
WESEE, West Block 5
RK Puram
New Delhi 110066

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Part III – Standard Conditions of RFP

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below. Failure to do so may result in rejection of 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/Supply order:** The contract/supply order shall come into effect on the date of its acknowledgement by the seller 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/supply order.

3. **Arbitration:** All disputes or differences arising out of or in connection with this tender shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the tender or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).

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 tender or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present tender or any other tender with the Government of India for showing or forbearing to show favor or disfavor to any person in relation to the present tender or any other tender 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 tender and all or any other tender 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 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 tender 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



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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 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 LIBOR 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.

8. **Liquidated Damages:** In the event of the Seller's failure to deliver the products/complete the work within period mentioned in this RFP, the BUYER may deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the quoted price of the item for each week thereof subject to a maximum value of 10%.

9. **Cancellation of order:** The Buyer shall have the right to cancel the order in any of the following cases:-


(a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than 01 (one) month after the scheduled date of delivery.

(b) The Seller is declared bankrupt or becomes insolvent.

(c) The delivery of material is delayed due to causes of Force Majeure by more than 06 (six) months.

(d) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this tender and paid any commission to such individual/company etc.

(e) As per decision of the Arbitration Tribunal.


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10. **Notices:** Any correspondence/clarification required or 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. **Patents and other Industrial Property Rights:** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

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 (Will be applicable as per extant rules)**

(a) **General**

(i) If Bidder desires to ask for excise duty or Sales Tax / VAT 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 is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entreated after the opening of tenders.

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

(iv) If a Bidder is exempted from payment of any duty/tax up to any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said



duty/tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

(v) Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be 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.

(b) **Customs Duty**

(i) For 'imported stores offered against forward delivery', the Bidder shall quote prices thereof exclusive of customs duty. The Bidder shall specify separately the C.I.F. prices and total amount of customs duty payable. They will also indicate correctly the rate of customs duty applicable along with Indian Customs Tariff Number. Customs duty as actually paid will be reimbursed on production of necessary documents i.e. (i) Triplicate copy of the bill of entry; (ii) copy of bill of lading; (iii) a copy of foreign principal's invoice. However, if the Bidder imports the stores in question against his own commercial quota Import Licenses, he will also be required to submit in addition the triplicate copy of bills of entry etc. a certificate from his Internal Auditor on the bill itself, to the effect that the following items/quantity in the bill of entry related to the stores imported against Defence Buyer contract number.....dated.....

(ii) Subsequent to the reimbursement of customs duty, the Bidder will submit to the concerned Payment Authority a certificate to the effect that he has not obtained any refund of customs duty subsequent to the payment of duty to the Customs authority by him. In addition, he shall also submit to the Paying Authority concerned a certificate immediately after a period of three months from the date of payment of the duty to customs authorities to the effect that he has not applied for refund of the customs duty subsequent to the payment of duty to the customs authorities by him.

(iii) In case the Bidder obtains any refund of customs duty, subsequently to the payment of the same by him to the customs authorities and reimbursement of the customs duty to him by the Payment Authority, he should forthwith furnish the details of the refund obtained and afford full credit of the same to the Buyer.


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(c) **Excise Duty**

(i) Where the excise duty is payable on advalorem basis, the Bidder should submit along with the tender, the relevant form and the Manufacturer's price list showing the actual assessable value of the stores as approved by the Excise authorities.

(ii) Bidders should note that in case any refund of excise duty is granted to them by Excise authorities in respect of Stores supplied under the contract, they will pass on the credit to the Buyer immediately along with a certificate that the credit so passed on relates to the Excise Duty, originally paid for the stores supplied under the contract. In case of their failure to do so, within 10 days of the issue of the excise duty refund orders to them by the Excise Authorities the Buyer would be empowered to deduct a sum equivalent to the amount refunded by the Excise Authorities without any further reference to them from any of their outstanding bills against the contract or any other pending Government Contract and that no disputes on this account would be raised by them.

(iii) The Seller is also required to furnish to the Paying Authority the following certificates:

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

- Certificate as to whether refunds have been obtained or applied for by them or not in the preceding financial year after the annual Audit of their accounts also indicating details of such refunds/applications, if any.

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

- An undertaking to the effect that in case it is detected by the Government that any refund from Excise Authority was obtained by the Seller after obtaining reimbursement from the Paying Authority, and if the same is not immediately refunded by the Seller to the Paying Authority giving details and particulars of the transactions, Paying Authority will have full authority to recover such amounts from the Seller's outstanding bills against that particular contract or any other pending Government contracts and that no dispute on this account would be raised by the Seller.

- Unless otherwise specifically agreed to in terms of the contract, the Buyer shall not be liable for any claim on account of fresh imposition and/or increase of Excise Duty on raw materials and/or components



used directly in the manufacture of the contracted stores taking place during the pendency of the contract.

(d) **Sales Tax / VAT**

(i) If it is desired by the Bidder to ask for Sales tax / VAT to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of sales tax and no liability of sales tax will be developed upon the Buyer.

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

(e) **Octroi Duty & Local Taxes**

(i) Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorised officer. Seller should ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.

(ii) In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or bylaws/ notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

Forward

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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. Failure to do so may result in rejection of Bid submitted by the Bidder.

Note : This is a Limited Tender Enquiry and no unsolicited bids will be accepted/ entertained by this office in accordance with GFR 2017.

1. **Performance Guarantee:** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the quoted price within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).

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 upto 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 upto 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 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. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). **The 100% payment will be made after delivery of the item and acceptance by the user subject to submission of the documents mentioned in Para 7 below.**

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



7. **Paying Authority:** The payment of bills will be made through CDA (Navy) 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
- (d) CRVs in duplicate.
- (e) Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.
- (f) Exemption certificate for Excise duty / Customs duty, if applicable.
- (g) Bank guarantee for advance, if any.
- (h) Guarantee / Warranty certificate.
- (i) Performance Bank guarantee / Indemnity bond where applicable.
- (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.
- (m) User Acceptance certificate.
- (n) Xerox copy of PBG.

8. **Fall clause:** The following Fall clause will form part of the tender placed on successful Bidder:-

- (a) The price charged for the item/goods under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the item/goods or offer to sell item/goods of identical description to any persons/ Organization including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking of 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 present contract is completed.
- (b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell the items to any person/organization including the Buyer or any Deptt, 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, he shall

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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 items of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:-

- (i) Exports by the Seller.
- (ii) Sale of goods as original product at price 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.

9. **Risk & Expense clause:**

(a) Should the item not be delivered within the time or times specified in this RFP, or if defective delivery is made in respect of the item, 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 supply order, to declare the tender as cancelled either wholly or to the extent of such default.

(b) Should item not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's establishment, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the tender wholly or to the extent of such default.

(c) In case of 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 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.

10. **Force Majeure clause:**

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



other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

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

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

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

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 06 (six) months, either party hereto reserves the right to terminate the order 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. **Buy Back Offer.** Buyer is interested to trade the existing old goods while purchasing the new ones. Bidders may formulate and submit their tenders accordingly. Interested Bidders can inspect the old goods to be traded through this transaction. Buyer reserves its right to trade or not to trade the old goods while purchasing the new ones and the Bidders are to frame their bids accordingly covering both the options. Details for buy-back offer are as under :-

a. Details of Items for buy-back scheme :-

S.No.	Item Description	Qty
(i)	Wooden partitions (full height partition with sound resistance including door with SS fitting locks and door closers).	16
(ii)	Server Rack	01
(iii)	Pedestal Fans	06
(iv)	Chairs	10

b. Place for inspection of old goods/items :-

- (i) Address : WESEE, West Block 5, RK Puram
New Delhi 110 066
- (ii) Name/designation of the contact personnel : Lt Cdr Aniruddh Pandey
Senior System Manager
- (iii) Telephone numbers of the contact personnel : 011-26194508
Fax number: 011-26172097
- (iv) E-mail id of contact personnel: ssm.wesee@navy.gov.in


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- c. Timings for Inspection – All weekdays between 0930 hrs to 1630 hrs.
- d. Last date for inspection – 1 day before the last date of submission of bids.
- e. Period of handing over old items to successful bidder – Within 15 days of placement of order.
- f. Handling charges and transportation expenses to take out the old items will be on account of the successful bidder.

12. **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.

13. **Transportation:** The following Transportation clause will form part of the contract placed on successful bidder:-

(a) **CIF/CIP:** The stores shall be delivered CIF/CIP to WESEE. Seller will bear the costs and freight necessary to bring the items to WESEE. The seller has to procure Road Transport insurance against the Buyer's risk of loss or any damage to items during the transportation to the Buyer. The Seller will contract for insurance and pay the insurance premium. No partshipment and trans-shipment of hardware/software would be permitted. In case it becomes inevitable to do so, the seller shall not arrange part-shipment and/or transshipment without the express/prior written consent of the Buyer.

14. **Quality:** The quality of the items delivered according to the present Contract shall correspond to standards or specifications enumerated as per RFP and shall also include therein modification as suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the stores to be supplied under this Contract shall be new and shall incorporate all the latest improvements and modifications.

15. **Quality Assurance:** The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.

16. **Inspection:** The inspection will be carried out by the Buyer at Buyer premises. The mode of inspection will be User Inspection.

17. **Franking clause:** The following Franking clause will form part of the contract placed on successful Bidder:-

(a) **Franking Clause in the case of Acceptance of Goods:** "The fact that the goods 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 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:** "The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract."

18. **Claims:** The following claims clause will form part of the contract placed on successful Bidder:-

(a) The claims may be presented either: (i) on quantity of the product, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing, or (ii) on quality of the product, where quality does not correspond to the quality mentioned in the contract.

(b) The quantity claims for deficiency of quantity shall be presented within 45 days of completion of acceptance of goods. The quantity claim shall be submitted to the Seller as per Form DPM-22 (Available in MoD website and can be given on request).

(c) The quality claims for defects or deficiencies in quality noticed during the acceptance shall be presented within 45 days of completion of acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 45 days after expiry of the guarantee period. The quality claims shall be submitted to the Seller as per Form DPM-23 (Available in MoD website and can be given on request).

(d) The description and quantity of the stores are to be furnished to the Seller along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will settle the claims within 45 days from the date of the receipt of the claim at the Seller's office, subject to acceptance of the claim by the Seller. In case no response is received during this period the claim will be deemed to have been accepted.


(e) The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location under Seller's arrangement.

(f) Claims may also be settled by reduction of cost of goods under claim from bonds submitted by the Seller or payment of claim amount by Seller through demand draft drawn on an Indian Bank, in favour of Principal Controller/Controller of Defence Accounts concerned.

(g) The quality claims will be raised solely by the Buyer and without any certification/countersignature by the Seller's representative.

19. **Warranty:**

(a) The supplied items/work shall carry a warranty of **12 months** from the date of acceptance of item or date of commissioning, whichever is later. The


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item supplied under the supply order and each component used in the item should be free from all types of defects/failures.

(b) The Seller shall warrant that the item supplied conform to technical specifications prescribed and shall perform according to the said Technical Specifications in this RFP.

(c) If within the period of warranty, the item reported by the Buyer to have failed to perform as per the specifications, the Seller shall either replace or rectify the same free of charge, maximum within 05 days of notification of such defect received by the Seller. Warranty of the product would be extended by such duration of downtime. Record of the down time would be maintained by user in log book. The seller also undertakes to diagnose, test, adjust and replace the product arising due to accidents by neglect or misuse by the operator or damage due to the transportation of the product during the warranty period, at the cost mutually agreed to between the buyer and the seller.


(d) Seller shall warrant that necessary service and repair back up during the warranty period of the product shall be provided by the Seller and he will ensure that the downtime is not more than 05 days of the warranty period.

(e) Seller shall associate technical personnel of Maintenance agency and Quality Assurance Agency of the Buyer during warranty repair and shall also provide the details of complete defects, reasons and remedial actions for defects.

(f) If the product fails frequently and the cumulative down time exceeds 50% of the warranty period, the complete product shall be replaced free of cost by the Seller within a stipulated period of 15 days of receipt of the notification from the Buyer. Warranty of the replaced product would start from the date of acceptance after Joint Receipt Inspection by the Buyer/date of installation and commissioning.

20. **Product Support:** The Seller shall provide product support in terms of maintenance activities and repairs free of cost during the warranty period at Buyer premises.




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Part V – Evaluation Criteria & Price Bid issues

1. **Evaluation Criteria:** The broad guidelines 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.

(b) 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.

(c) If there is 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.

(d) The Lowest Acceptable Bid will be considered further for placement of 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.

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

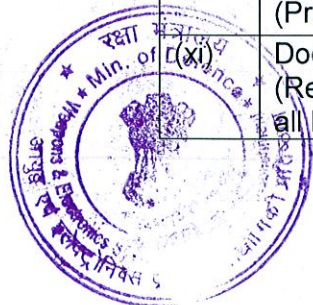
(a) Basic cost of the items:-

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Ser	Item	Qty
(i)	Modular Workstation (Modular workstation of size 5'x5' with 45 mm partition panel of 1200 mm height on both front sides. Modular workstation of size 5'x2' with 45 mm partition panel of 1200 mm height on both sides with side panel. Panel shall have fabric and /or writing board, 2 wire managers, 25 mm thick work surface, 3 drawer units.)	7
(ii)	Providing of full height wooden customized cabin with front open and furniture (Creating of full height front open cabin size 8' x 7' 6" with wooden customized partition of 100 mm thick partition panel. Cabin shall have executive table of 5' x 2'6" as main desk and 3' x 1' 6" as ERU and pedestal)	1
(iii)	Providing of Conference Room and Conference Table (Providing of conference room size 12' x 8' with conference / discussion table size 5' 5" x 2' 6" with 25 mm pre-laminated top and 18 mm pre laminated board legs. Same shall have provision of wire holes for wires to pass from bottom to top)	1
(iv)	Sound proof glass room for Integration Lab (Providing of sound resistant glass room size 35' x 12' with 8' height 10 mm toughened glass fixed on aluminum channel grouted on to floor and necessary fitting fixtures of stainless steel. Same room shall have 2 doors of 3' width x 7' height and shall have lock, handle and floor spring.)	590 sq. ft.
(v)	Electrical Work (Providing of Switch sockets on all workstations and cabins as per details mentioned:- (aa) 33 Switch and sockets of 15A and 66 of 5A switch sockets workstations. (ab) 6 15A and 12 5A switch sockets on senior workstations. (ac) 4 15A and 5 5A switch sockets on computer desks. (ad) 4 15A and 8 5A switch sockets in executive cabin. (ae) 20 15A and 30 5A switch sockets in sound resistant room (Integration Lab). (af) Electrical wire as required. (ag) Concealing of wires from ceiling.)	1
(vi)	Workstations (Providing of 07 modular workstations, Workstations shall be of 45mm thick partitions in front and 25mm thick worktop. Size of each workstation shall be 3'x2'. All partitions shall consist of 02 raceways.)	7
(vii)	False Ceiling Repairing (1525 sq ft.) (Repairing and leveling of existing false ceiling and providing new tiles wherever required.)	1
(viii)	Floor Tile Repairing (600 sq ft.) (Repairing of existing tiles with patchwork wherever required.)	1
(ix)	Glass films (Providing of translucent films on glass for work privacy.)	590 sq. ft.
(x)	Signage on entry door (Providing of Signage 2' 6" x 2' 6" on entry door as per design)	1
(xi)	Door (Replacement of existing door with single leaf wooden door 7' x3' with all hardware and locks.	1



(xii)	Wall Paneling (Providing of wall paneling on walls 1120 sq foot)	1120 sq. ft.
(xiii)	Storage Lockers (8' x 8' x 1' 6" with storage lockers with multiple locking compartments to store misc. items for individual use)	154 sq. ft.
(xiv)	Dismantling and re-installing (Dismantling and disposal of existing fittings and Wood work, etc. as per site requirement and Disposal of scrap by tempo if required, Re-installation and dismantling of existing workstations, Dismantling of electrical and LAN fittings, Dismantling of False ceiling.)	1
(xv)	Work Table (Worktable of 5'x2' with 25 mm pre-laminated particle board of 25 mm top and 18 mm base.)	8
(xvi)	Shelves and Sleeves (Shelves and sleeves as per design with 18 mm thick pre-laminated board.)	10
(xvii)	Pantry Almira 8' x 2' x 8' (Pantry cabinet with shelves and drawers to safely keep utensils and electronics appliances, made of pre-laminated board of 18 mm)	1
(xviii)	Supply and Fixing of vertical roller blind	450 sq. ft.
(xix)	Buy Back of Old Goods:- (aa) 16 wooden partitions (full height partition with sound resistance including door with SS fitting locks and door closers). (ab) 01 Server Rack (ac) 06 Pedestal Fans (ad) 10 Chairs	

- (b) Accessories.
(c) Commissioning charges
(d) Any other item
(e) Is Excise Duty extra? (will be applicable as per extant rules).

(f) If yes, mention the following:-

- (i) Total value of items on which Excise Duty is leviable:
(ii) Rate of Excise duty (item-wise if different ED is applicable):
(iii) Surcharge on Excise duty, if applicable?
(iv) Total value of excise duty payable:

(g) Is Excise Duty Exemption (EDE) required: (will be applicable as per extant rules).

If yes, then mention and enclose the following:

- (i) Excise notification number under which EDE can be given:
(h) Is VAT extra? (will be applicable as per extant rules).

If yes, then mention the following:

- (i) Total value on which VAT is leviable:
(ii) Rate of VAT:

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- (iii) Total value of VAT leviable:
- (j) Is Service Tax extra? (will be applicable as per extant rules).
- If yes, then mention the following:
- (i) Total value of Services on which Service Tax is leviable:
- (ii) Rate of Service Tax leviable:
- (iii) Total value of Service Tax leviable:
- (k) Is Custom Duty Exemption (CDE) required: (will be applicable as per extant rules).

If yes, then mention the following:

- (i) Custom notification number under which CDE can be given (Enclose a copy):
- (ii) CIF value of stores to be imported:
- (iii) Rate of Customs Duty payable:
- (iv) Total amount of Customs Duty payable:
- (l) Octroi / Entry taxes: (will be applicable as per extant rules).
- (m) Any other Taxes / Duties / Overheads / Other costs: (will be applicable as per extant rules).
- (n) Grand Total:



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PLAN FOR UPGRADATION
OF NETWORKING GROUP (SDR LAB)

APPENDIX 'A'



Sl.No.	Colour	Description	RFP Reference
1		Existing Anti Static Tables of dimension 4'*2'	Part II, Para 1, Sl (p)
2		Existing Modular Workstation of dimension 3'*2'	Part II, Para 1, Sl (p)
3		Wall Paneling	Part II, Para 1, Sl (m)
4		Optimiser Rack	NA
5		Area for Pantry Almirah	Part II, Para 1, Sl (s)
6		Conference Table	Part II, Para 1, Sl (c)
7		Conference Room	Part II, Para 1, Sl (c)
8		Area for Storage Locker	Part II, Para 1, Sl (n)
9		Modular Workstation	Part II, Para 1, Sl (a)
10		Modular Workstation of dimension 3'*2'	Part II, Para 1, Sl (f)
11		Pillars	NA
12		Sound Proof Glass Room Communication Lab	Part II, Para 1, Sl (d)
13		Wooden Door	Part II, Para 1, Sl (l)

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