

**REQUEST FOR PROPOSAL
HEADQUARTERS, WESTERN NAVAL COMMAND(NAVY)
COMMAND IT OFFICE
BALLARD PIER NEAR TIGER GATE, NAVAL DOCKYARD
MUMBAI-23**

**INVITATION OF BIDS FOR PROCUREMENT OF PERSONAL
COMPUTERS PRIOR TO SURVEY**

**Request For proposal (RFP) No
MG/3092/Desktop Dated 04 Oct 16**

1. Bids in sealed cover are invited for supply of items 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:

**The Flag Officer Commanding-in-Chief
(for Command IT Officer)
Headquarters Western Naval Command
Ballard Pier, Near Tiger Gate
Naval Dockyard, Mumbai
Maharashtra - 400001**

(b) Postal address for sending the Bids:

**The Flag Officer Commanding-in-Chief
(for Command IT Officer)
Headquarters Western Naval Command
Ballard Pier, Near Tiger Gate
Naval Dockyard, Mumbai
Maharashtra - 400001**

(c) Name/designation of the contact personnel: **Lt Cdr Jaideep Singh Mer,
SO (IT)**

(d) Telephone numbers of the contact personnel:**022-22752195, 22621977**

(e) E-mail ids of the contact personnel: **wnccto-navy@nic.in**

(f) Fax number:**022-22751214**

3. This RFP is divided into five Parts as follows:
- (a) Part I – Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.
 - (b) Part II – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
 - (c) Part III – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
 - (d) Part IV – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
 - (e) Part V – Contains Evaluation Criteria and Format for Price Bids.
4. **Pre-Bid Vendor Meeting.** A pre-bid conference will be held at the office of the Command IT Officer on **1100 hrs** at **20 Oct 16**. Issues pertaining to the tender, specifications and any other queries sought by vendors will be discussed in detail to avoid any ambiguity. In order to obtain the requisite security clearance, the vendors are to forward the following information with regard to the participants (maximum 01 representative per firm).
- (a) Name, Age, Address and Contact Nos.
 - (b) Any other information relevant to the subject.
5. 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.

Sdxx
(Jaideep Singh Mer)
Lt Cdr
Staff Officer (IT)

Part-I General information

1. **Last date and time for depositing the Bids 1200Hrs on 03 Nov 16.** The sealed Bids should be handed over/deposited in tender box to reach by the due date and time. The responsibility to ensure this lies with the Bidder.

2. **Manner of depositing the Bids.** Sealed Bids should be either dropped in the Tender Box at Tiger Gate, Naval Dockyard or sent by registered post at the address given above so as to reach by the due date. 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.

3. **Location of the Tender Box.**

Tiger Gate

Naval Dockyard

Mumbai – 400001

(Tender box marked as' **Tender Box for HQWNC/CITO**)

4. **Time and date for opening of Bids 1500Hrs on 03 Nov 16**(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 day/time, as intimated by the buyer).

5. **Place of opening of the Bids.** The place of opening the bid will be Command IT Office, Headquarters Western Naval Command, Ballard Pier, Near Tiger Gate, Naval Dockyard, Mumbai 400001. The Bidders who wish to attend the bid opening are to intimate the name, age of representatives by email to wnccto-navy@nic.in latest by **02 Nov 16**, failing which the reps will not be allowed. A maximum of one representative is allowed per firm. Rates and commercial/ technical clauses quoted by all the Bidders will be read out in the presence of all Bidders.

6. **Two-Bid system:** Only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids by CFA. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer.

7. **Forwarding of Bids.** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number ,VAT/CST number, Bank address with NEFT Account if applicable, etc. and complete postal & e-mail address of their office. The 'T' bid should conform to the following: -

(a) **EMD is to be enclosed.**

(b) The firm must possess ISO 9001 certification.

(c) The firm must be registered with the Service Tax Department and they must submit the latest Service Tax Clearance Certificate.

(d) All the firms participating in the Tender must submit a list of their owners/partners etc. along with their contact telephone numbers and a Certificate of Undertaking to the effect that the firm is neither blacklisted by any Government Department nor any criminal case is registered against the firm.

(e) The firm should also have authorized service tie ups with principal manufacturers of products being supplied (names of these OEMs are to be provided).

(f) Duly completed compliance grid as per Enclosure 1.

Note:- Firm is to submit documentary proof of eligibility criteria viz. photocopies of registration certificates, proof of annual turnover, copies of orders or any other documentary evidence are to be provided. In absence of these documents, the tender will not be entertained

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 Seven (07) 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 email but it should be followed by assigned confirmatory 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's forfeiture of bid security.

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

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 delisted for the given range of items as mentioned in this RFP.

13. **Validity of Bids.** The Bids should remain valid till **180 days** from the tender opening date as above.

14. **Earnest Money Deposit.**Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs 1,90,000/-(Rupees One Lakhs Ninety Thousand Only)** in favour of PCDA (Navy), Mumbai along with their bids. 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 of the public sector banks or a 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 remain 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 bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. 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.

Part II – Essential Details of Items/Services required

1. **Schedule of Requirement** Procurement and installation of 100 personal computers with preloaded operating systems for HQWNC.

2. **List of Requirement** - The SELLER is required to supply personal computers with minimum required hardware configuration as mentioned below:-

ITEM	MINIMUM REQUIRED CONFIGURATION
PROCESSOR	INTEL CORE i5 (3rd Generation) 3220, 3.3GHZ, 3 MB CACHE OR HIGHER.
MOTHERBOARD	INTEL 6 SERIES OR BETTER.
MEMORY	4 GB 1333 MHZ DDR3 RAM WITH 16 GB EXPANDABILITY.
HARD DISK DRIVE	500 GB @ 7200 RPM OR HIGHER.
KEYBOARD	104 KEYS KEYBOARD (OEM).
MOUSE	USB OPTICAL MOUSE (OEM).
DVD DRIVE	8X DVD ROM OR HIGHER (OEM).
SPEAKER	IN BUILT
MONITOR	47 CM (18.5 INCH) LED/ TFT DIGITAL COLOUR MONITOR TCO- 05 CERTIFIED.
PORTS	6 USB PORTS INCLUDING 2 USP 3.0 PORTS (WITH AT LEAST 2 IN FRONT), 1 SERIAL, 1 PS/2 MOUSE AND 1 PS/2 KEYBOARD, AUDIO PORTS FOR EXTERNAL SPEAKERS MICROPHONE AND HEADPHONE IN FRONT.
CABINET	MINI TOWER
NETWORKING	10/100/1000 ON BOARD INTEGRATED NETWORK PORT WITH REMOTE BOOTING, SYSTEM INSTALLATION AND WAKE UP FACILITY.
BUS ARCHITECTURE	4 (PCI / PCI EXPRESS) OR MORE
POWER MANAGEMENT	SCREEN BLANKING, HARD DISK AND SYSTEM IDLE MODE IN POWER ON, SETUP PASSWORD, POWER SUPPLY SMPS SURGE PROTECTED.
WARRANTY	ONSITE WARRANTY FOR THREE YEARS.
OPERATING SYSTEM	WINDOWS 8.1 (64 BIT) PROFESSIONAL /BOSS LINUX PRELOADED WITH MEDIA AND DOCUMENTATION AND CERTIFICATE OF AUTHENTICITY.
OS CERTIFICATIONS	WINDOWS 8.1 (64 BIT) OS AND LINUX CERTIFICATION

3. The Scope of work for the contract is as follows:-

(a) The items to be supplied is as per para 2 above. Specification of the same should not be lower than these. Supply and installation of Personal Computers at HQWNC Command Post located inside Naval Dockyard, Mumbai.

- (b) Supply of total documentation of the installation and its set-up. This should include invoice, warranty certificate, drivers / Operating System CD(if provided by OEM) and manuals.
 - (c) Testing and commissioning of the systems.
 - (d) Impart training and instructions for a batch of operators on all operation and maintenance aspects.
4. The Vendor has to provision for **three (03) years comprehensive on-site warranty** and support for all the deliverables from the date of acceptance by the buyer. The terms and conditions of warranty and support phase have been amplified in the supply order.
5. The vendor shall be the prime Contractor for the above mentioned functions. Further necessary certifications as stated in the technical bid from OEM are required to be provided along with supply of items. All the certificates submitted should be signed only by the signatory who is authorized to sign on behalf of the firm.
6. The Bidders have to supply solution on turnkey basis involving all aspects of required components, including but not limiting to, “switching on” of computers along with comprehensive responsibility of Supply, Installation, Commission, Maintenance and Securing of Cables for the supplied equipment at HQWNC. Display Monitor, Optical Mouse, USB Key Board, Inbuilt Speakers and cables is also under consideration.
7. The system should have the requisite software and hardware interfaces to provide for computer connectivity to enable office requirements
8. **Testing and Trials.** The vendor should carry testing and trials of each desktop computer and handover the completion certificate to HQWNC/CITO within 02 months of placement of order. Once the user
09. **Warranty.** The seller hereby declares that the item supplied to buyer under this contract shall be the best quality and new in all respects. The seller hereby shall provide guarantee/warranty for a period of **36 months** from the date of commissioning.
13. **Documentation** Vendor will hand over two copies of following documents in to HQWNC/CITO, which will contain complete information about the technical specification of equipments:-
- (a) Authorisation letter from OEM.
 - (b) Original invoice with revenue stamp on it.
 - (c) Technical details of personal computers .
14. **Delivery Period** - Delivery period for supply, installation and commissioning of items would be within **45 days** from effective date of contract i.e. date of supply order. Please note that Contract can be cancelled unilaterally by the Buyer in case of items 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 and consequential damage.

15. **Compliance to Tender Enquiry** The Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. The Bidders are advised to submit the compliance statement along with the T-Bid. In case of non-compliance, deviation from RFP to be specified in unambiguous terms.

16. **Consignee Details** The Command IT Office, HQ WNC with Command IT Officer as the Contract Operating Officer.

PART III – Standard Conditions of RFP

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

1. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract.** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries, 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. 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 by bidding for the RFP, that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
5. **Agents/Agency Commission.** The Seller confirms and declares to the Buyer that the Seller has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of

India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering in to 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 submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the 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.

9. **Termination of Contract.** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:-

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

(b) The delivery of the material is delayed for causes of Force Majeure by more than (03 months) provided Force Majeure clause is included in contract.

(c) 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.

(f) As per decision of the Arbitration Tribunal

10. **Notices.** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or email 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 Contract or any part thereof.

12. **Patents and other Industrial Property Rights.** The prices stated in the bid 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**

(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 entertained after the opening of tenders.

(iii) If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of 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 reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

(b) 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.

(c) Octroi Duty & Local Taxes

(i) Normally, materials to be supplied to Government Departments against Government 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.

PART IV – Special Conditions of RFP

1. **Option Clause.** This contract has an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity of services in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. It will be entirely the discretion of the Buyer to exercise this option or not.
2. **Repeat Order Clause.** This contract has a Repeat Order Clause, wherein the Buyer can order upto 50% quantity of the items / services under the present contract within six months from the date of successful completion of this contract, cost, terms & conditions remaining the same. It will be entirely the discretion of Buyer to place the Repeat order or not.
3. **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/ services upto that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity/services ordered has been increased or decreased by the Buyer within this tolerance limit.
4. **Payment Terms.** 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). **No advance payment(s) will be made. 100% payment on delivery and acceptance by the user.**
5. **Paying Authority.** The payment of bills will be made by PCDA(Navy) within 30 days of submission of the following documents by the Seller to the Paying Authority along with the bill:
 - (a) Ink-signed copy of Commercial invoice / Seller's bill
 - (b) A work completion certificate/ User acceptance certificate from HQWNC/CITO
 - (c) Copy of Supply Order with U.O. number and date of IFA's concurrence, where required under delegation of powers.
 - (d) 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 contract).
6. **Fall clause.** The following Fall clause will form part of the contract placed on successful Bidder -
 - (a) 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 offers to sell stores of identical description to any person/ Organisation including the purchaser or any department of the Central Government or any department of State Government or any statutory undertaking the Central or State governments as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.
 - (b) If at any time, during the said period the Seller reduces the sale price, sells or offers to sell such stores to any person/organisation 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, he 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:-

(i) 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.

7. **Risk & Expense clause**

(a) Should the stores or any installment thereof not be delivered with the time or time specified in the contract documents, or if unsatisfactory delivery are made in respect of the services 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 one 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.

8. **Force Majeure.** Should any Force Majeure circumstances arise, each of the contracting party shall be excused for the non-fulfillment or for the delayed fulfillment of any of its contractual obligations, if the affected party within (15 days) of its occurrence informs the other party in writing. Force Majeure shall mean fires, floods, natural disasters or other acts, that are unanticipated or unforeseeable, and not brought about at the instance of the party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non-performance or delay in performance, such as war, turmoil, strikes, sabotage, explosions, quarantine restriction beyond the control of either party. A party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this contract.

9. **Specification.** The following Specification clause will form part of the contract placed on successful Bidder. The Seller guarantees to meet the specifications as per Part-II of RFP and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer Services as per modifications/requirements recommended after the Evaluation Trials. The SELLER, in

consultation with the BUYER, may carry out technical upgradation/ alterations in the design, and configuration due to change in implementation procedures in the production environment. This will, however, not in any way, adversely affect the end specifications.

10. **OEM Certificate.** In case the Bidder is not the OEM, the agreement certificate with the OEM for sourcing the spares shall be mandatory. However, where OEMs do not exist, minor aggregates and spares can be sourced from authorized vendors subject to quality certification.

11. **Quality.** The quality of the stores delivered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in Seller's country or specifications enumerated as per RFP and shall also include therein modification to the stores 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 i.e. not manufactured before **(Year of Contract)**, and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past if any. The Seller shall supply an interchangeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item

12. **Inspection Authority.** The Inspection will be carried out by HQWNC/CITO. The mode of Inspection will be User Inspection.

13. **Warranty Terms.**

(a) The Seller warrants that the goods supplied under the Contract conform to technical specifications prescribed and shall perform according to the said technical specifications.

(b) The Seller will provide three years free on site comprehensive warranty for the complete system (Including all consumables like lamps and dust filters), from the date of commissioning of the system at each location. During the warranty period, if any of the components of the system becomes unsupportable, during this period, it will be the Seller's responsibility to upgrade the component(s), integrate it with rest of the system, migrate existing data as required, and issue necessary change management documents.

(c) If within the period of warranty, the goods are 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, within a maximum period of 30 days of notification of such defect received by the Seller, provided that the goods are used and maintained by the Buyer as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration of downtime. Record of the down time would be maintained by the user in the logbook. All Spares and Consumables required for warranty repairs shall be provided free of cost by the Seller..

14. **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 order value within 30 days of signing of this contract. Performance Bank Guarantee will be valid up to 60 days beyond the date of warranty/services (as applicable). The specimen of PBG is given in Form DPM-15, (Available in MoD website and can be provided on request).

15. Acceptance of Tenders. CFA reserved the rights to accept or rejects any or all tenders without assigning any reasons whatsoever.

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, both technically and commercially.

b. In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.

c. The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below.

d. 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 entailed 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 up to 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 livable 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.

e. In import cases, all the foreign quotes will be brought to a common denomination in Indian Rupees by adopting the exchange rate as BC selling rate of the State Bank of India on the date of the opening of Price Bids.

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

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

h. Any other criteria as applicable to suit a particular case.

j. The L1 bidder will be determined by excluding levies, taxes and duties levied by Central/State/Local government such as excise duty, VAT, Service Tax, Octroi/entry tax, etc on final product, as quoted by bidders. In such cases, negotiation with L1 vendor will be done with reference to the lowest bid for those item (items). In case L1 vendor does not reduce his price reasonably for high value items(s), possibility of concluding a fresh contract by issuing a separate RFP for such item(s) will be considered keeping in view the operational requirements.

2. **Price Bid Format.** Bidders are to submit the bids as per the format for the commercial bid placed at Appendix 'C'.

Appendix 'A'
Refers Para 1(b) of Part V

FORMAT FOR SUBMISSION OF BIDS

1. The Bid should consist of the following documents in sequence:-

- (a) Index page indicating the bid contents with appropriate page numbers.
- (b) Compliance matrix for Vendor Evaluation Criteria stated at **Appendix B** along with the required supporting documents in the same sequence.
- (c) EMD or EMD exemption certificate as the case may be.
- (d) Any additional relevant document on Company Profile, Employee Profile etc.
- (e) Assumptions, Exclusions, Concessions, Deviations on the Standard and Special Condition of RFP as per format as follows

Para of RFP Specifications Item-wise	Specification of Item offered	Compliance to RFP specification - whether Yes / No	In case of non-compliance deviation from RFP to be specified

- (f) The Commercial Bid as per **Appendix 'C'**.

Note- Bids not submitted in accordance with above performa would be rejected.

VENDOR EVALUATION COMPLIANCE MATRIX

1. Contact Information

Bidding Company Name-	
Address	
Telephone Number	
e-mail address	

2. Vendor Evaluation Matrix: Vendors are to respond to the undermentioned format along with supporting documents

VENDOR EVALUATION COMPLIANCE MATRIX

S.No.	Para of tender Enquiry	CRITERIA	Compliance Status (Yes/No)	Reasons for Non-Compliance	Supporting Documents Required
1	Part –I	<u>General Information</u>			
2	07	Forwarding of Bids			
		(a) (b) (c) (d) (e) (f) (g) (h) (i)	As per tender enquiry		Supporting Documents Required
3	11	Right of Acceptance or Rejection of Tender			
4	13	Validity of Offer : 180 Days			
5	14	EMD deposit			EMD to be enclosed
6	Part II	<u>Essential Details of Items/ Services Required</u>			
7	01	Schedule of Requirements			Data Sheets
8	02-11	Buy Back, Warranty/Support, Delivery Period			
9	Part III	<u>Standard condition of tender enquiry</u>			
10	03	Arbitration			
11	04	Penalty for use of undue influence			
12	05	Agent/agency Commission			
13	08	Liquidated Damages			
14	10	Notices			
15	11	Transfer and Sub-Letting			
16	14	Taxes and Duties			
17	Part IV	<u>Special Conditions</u>			

18	04	Payment Terms			
19	05	Paying Authority			
20	06	Fall Clause			
S.N o.	Para of tender Enquiry	CRITERIA	Compliance Status (Yes/No)	Reasons for Non-Compliance	Supporting Documents Required
21	07	Risk & Expense clause			
22	08	Force Majeure			
23	11	Quality Assurance			
24	12	Inspection			
25	13	Warranty			
26	14	Performance Bank Guarantee			
27		The vendors are to furnish an undertaking that their firm has not been blacklisted by any Govt. organization on the date of issue of this RFP. In case, at any stage it is learnt that the undertaking furnished is false, action as deemed fit, will be taken against the vendor			Undertaking
28		The Vendor should enclose a tender specific authorization from the OEM(s)/manufacturers clearly stating his present status, the certificate also state that the OEM/manufacturer will take over the warranty in case ' the vendor fails to provide the same			Undertaking

Signature & Stamp of Firm

Note – In case necessary documentary proofs are not enclosed the firm would be rejected during Technical Evaluation.

Appendix 'C'
Refers Para 2 of Part V

FORMAT FOR COMMERCIAL BID

<u>S.no</u>	<u>Item</u>	<u>Den</u>	<u>Qty</u>	<u>Rate (INR)</u>	<u>Amount (INR)</u>
1	Desktop Computers with preloaded operating system	Nos.	100		
	Total				
	Taxes VAT/Service Taxes as applicable as per Govt Notification				
	Grand Total Amount				

- Note:- (a) Above mentioned cost is inclusive of warranty charges.
(b) No additions /alterations are permitted in the above mentioned format.
(c) The L1 bidder will be determined by excluding levies, taxes and duties levied by Central/State/Local government such as excise duty, VAT, Service Tax, Octroi/entry tax, etc on final product, as quoted by bidders.