

Tel: 26182568

WESEE
Ministry of Defence
West Block-V, Wing - 1
R K Puram
New Delhi - 110 066

SCS/192/TFCS/D&E Procurement

23 May 19

To,

(As per approved vendor list for LTE)

**REQUEST FOR TECHNICAL AND COMMERCIAL PROPOSAL
FOR PROCUREMENT OF DMFC FOR D&E MODEL SYSTEM**

Request for Proposal (RFP) No. 06 dated 22 May 19

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) Proposal/queries to be addressed to:-

Director General
WESEE
West Block 5, RK Puram
New Delhi 110066

(b) Postal address for sending the Proposal:-

Director General
WESEE
West Block 5, RK Puram
New Delhi 110066



(c) Name/designation of the contact personnel:

Cdr Vaishno AS Chauhan
Sr System Manager

(d) Telephone numbers of the contact personnel: 011-26182568

(e) e-mail id of contact personnel: suresh.sharma1@navy.gov.in
(Note: e-mail is not considered means of official correspondence)

(f) Fax number: 011-26182568/ 011-26101143

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 essential 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. which would form part of Contract with the successful Bidder.

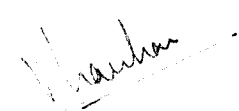
(d) **Part IV.** The fourth part of the RFP consists of the commercial aspects of the procurement like payment terms, performance guarantees, and guarantees against warranty services etc., to be performed by the SELLER.

(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 this office reserves the right to withdraw the RFP and change or vary any part thereof or foreclose the procurement case at any stage. This office also reserves the right to disqualify any vendor should it be so necessary at any stage on grounds of national security.

5. It is requested that the receipt of this RFP be acknowledged.

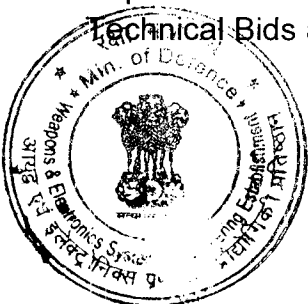
Yours sincerely,


(Vaishno AS Chauhan)
Commander
Senior Systems Manager
for Director General



Part I – General information

1. **Last date and time for depositing the Bids.** 1430 hrs, 26 Jun 19 (Wed). The sealed Bids should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidders.
2. **Manner of depositing the Bids.** Separately sealed Technical and Commercial Bids should be either dropped in the Tender Box marked as **WESEE TENDER BOX** or, sent by registered post at the address given above so as to reach by 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 Bids.** 1500 hrs, 26 Jun 19 (Wednesday). (If due to any exigency or 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 those 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 Bids.** WESEE, Ground Floor, West Block 5, RK Puram, New Delhi. The Bidders may depute their representatives, duly authorised in writing, to attend the opening of Bids on the due date and time. Rates and important commercial / technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.
6. **Type of Tender and Bid.** This is a **Limited Tender Enquiry (LTE)** and **no unsolicited bids will be accepted** by this office in accordance with GFR 2017. This enquiry is on Two Bid system. Only 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. The Technical Bid will be evaluated by a Technical Evaluation Committee (TEC) to confirm that the system being offered meets all essential parameters. The TEC will examine compliance of vendors as per the stated requirements of RFP. Commercial Bids of only those firms would be opened, whose Technical Bids are found complaint/ suitable during Technical evaluation.



7. **Two-Bid System.** Bidders are required to furnish **clause by clause compliance of specifications mentioned in RFP** as part of technical bid, bringing out clearly the deviations from RFP, if any in the format placed at **Appendix 'A'**. Bidders are also required to furnish data sheets of hardware being offered as part of technical bid.

8. **Forwarding of Bids.** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, VAT/CST/GST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.

9. **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 by **10 Jun 19**. A pre bid meeting if required will be scheduled at WESEE to clarify any queries w.r.t. the RFP. Copies of the query and clarification by the purchaser will be sent to all prospective Bidders who have received the bidding documents.

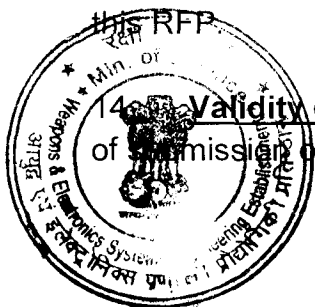
10. **Modification and Withdrawal of Bids.** A Bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the BUYER prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed 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's forfeiture of bid security.

11. **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 price or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the Bidder will be entertained.

12. **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.

13. **Unwillingness to quote.** Bidders unwilling to quote should ensure that intimation to this effect reaches before 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

14. **Validity of Bids.** The Bid should remain valid till 06 months from the last date of submission of the Bids.



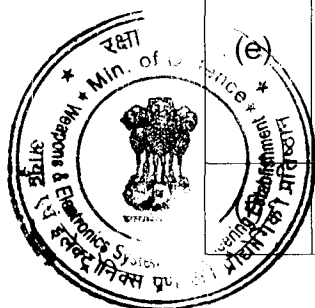
15. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs 1,00,000 /-(Rupees One Lakh only)**. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any public sector banks 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 Bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract.



Part II – Essential Details of Items/Services Required

1. **Schedule of Requirements.** The Dual Monitor Multi-function Console (DMFC) will comprise of two monitors vertically one above the other for man machine interface, built in 88 key back lit keyboard and track ball mounted on a foldable and lockable front desk. It will have provision to install under-mentioned items with AC Power supply, forced cooled with fan tray and Dual redundant power supply modules with input 230 V, 50 Hz single phase AC(Mains). The technical specifications of the components within the DMFC are as follows:-

Ser	Item	Technical Description	Qty
(a)	21" Rugged Display	Size : Minimum 21 " (4:3) Resolution: Atleast 1600 x 1200 with 256 colors Output : DVI/HDMI Type : TFT LCD/LED Displays should have night mode feature	02 Nos.
(b)	VME Chassis	6U Removable 5 slot VME Back plane based chassis with provision to install two SBC, one serial card, one Graphics card and one HDD	01 No.
(c)	Single Board Computer	XVR 16 Make Abaco: 5 th Generation, Intel® Core™ i7 processor, Intel QM87 Express Chipset, Quad-Core up to 2.4 GHz or higher. Form factor VME 6U 16GB or higher dual channel DDR3 SDRAM 2 PMC/XMC Mazzanine. Atleast 2 NIC ports in front of the card. 32GB or higher onboard memory SLC NAND Flash on a dedicated SATA NAND Flash module Ruggedization Level 1-5 Air, Conduction Cooled	02 Nos.
(d)	Graphics Card	XMC GA8 Make Abaco: High Performance Graphics Card. 2 GB or higher GDDR5 SDRAM, AMD/CoreAVI E8860 GPU Chipset. 8-lane PCI Express Gen 2.0 capable, 2 channels. Video Output DVI Ruggedization Level 1-5 Air, Conduction Cooled	01 No.
(e)	Serial Interface Card	Make Technobox: Full duplex RS422 Serial Interface card Number of Serial Ports : Eight RS422 Ports Physical Levels Supported : RS-232, RS-422/485	01 No.
	Hard Disk	256 GB or higher HDD connected to Processor Board with SATA Kit	01 No.



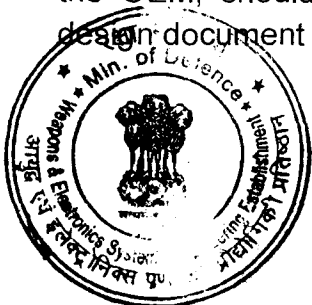
Ser	Item	Technical Description	Qty
(g)	Ethernet Switch	Fully managed Layer 3/ 08 port Ethernet switch with 10/100/1000 BaseT IPv6 switching/routing. Each switch to be connected to both the processor cards internally and to I/O port on the DMFC. Switches will not be connected to each other.	02 Nos.
(h)	Accessories and Input/ Output ports	All internal Connecting cables and accessories for Processor Boards and other daughter cards/HDD Industrial Grade interface terminations on top of DMFC:- 02 Ethernet connectors (hardwired to Ethernet Switches) 06 RS-422 Serial Connectors (Hardwired to Serial Card) 01 Main Power Supply I/O interface Terminations on front desk:- 02 USB hardwired to SBC internally from Front I/O's 01 Ethernet Port (Hard wired to one of the Ethernet switches) Power ON/Off switch	As Specified (01 Set)

2. The Supplier shall be responsible for delivery of hardware at WESEE, West Block-5, RK Puram, New Delhi-110066 as per BUYER specified requirements mentioned at Para 1 above.

3. The Bidders would be required to offer Loaner SBC cards in case the same is requested by the Buyer prior to placement of Supply Order. Post placement of Supply order, the Supplier shall associate with WESEE for proving of physical interfaces. Any modifications in the hardware configuration, if required, for satisfactory integration of the system units.

4. Supplier shall ensure continuous comprehensive support for the delivered segments during the period of warranty. He shall also provide hardware updates as and when required and necessary during this support period.

5. Supplier shall provide documentation including technical manuals for the delivered hardware. Any handouts/ documents/ supporting/ reference technical literature issued by the OEM, should also be provided by the Supplier. The supplier should submit the design document for approval to the BUYER.



6. **Environment Specifications.** The Hardware would be required to be compliant to following Environmental specifications and would be accepted on certificate of compliance from the vendor:-

Ser	Parameter	Value
(a)	High Temperatures	08 hours at +40 +/- 2 degrees
(b)	Low Temperatures	08 hours at +10 +/- 2 degrees
(c)	Damp Heat	08 hours at +35 +/- 2 degrees
(d)	Air Borne Emission Levels	not to exceed 70 dB(A) at 1m reference pressure $2 \times 10^{-5} \text{ N/m}^2$
(e)	Electromagnetic Environment	Compliance To FCC Class A Specifications Or Equivalent Commercial Standards
(f)	Ingress Protection Standards	Designed to IP 23

7. All electrical equipment should provide satisfactory operation in presence of electromagnetic emission prevalent in the vicinity of the equipment. The equipment should comply with MIL STD 461F or IEC 61000 series EMI/EMC standards/ any other commercial EMI/EMC standards for COTS/COTS based equipment.

8. **List of Deliverables.**

(a) **Main Equipment.** One DMFC including mating and Equipment end connectors.

(b) **Documentation for Hardware.** Following Hardware documents as per JSS-0251 (03 Hard copies and 03 soft copies):-

- (i) Factory Acceptance Test Document
- (ii) Binding Data Document
- (iii) Hardware Design Document
- (iv) Routine Maintenance and Repair Instructions
- (v) Part List and List of Spares

9. **Delivery Period.** Delivery period for supply of items would be **05 months** from the date of placement of Supply Order. Please note that the BUYER can cancel the tender unilaterally in case, item is not received within the contracted delivery period. Extension of delivery period will be at the sole discretion of the BUYER, with applicability of Liquidated Damages (LD) clause.

10. **Consignee details.**



Director General
WESER
 West Block 5
 RK Puram, New Delhi-110066

Part III – Standard Conditions of RFP

The Bidder is required to give confirmation of their acceptance of Standard Conditions of the Request for Proposal (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.

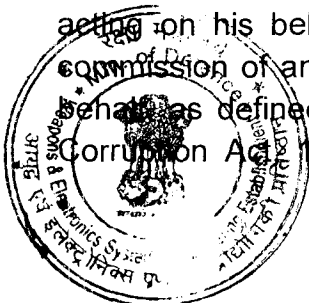
2. **Effective Date of the Contract.** The contract shall come into effect on the date of issue of Supply order (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries, supplies and performance of the services shall commence from the effective date of the contract.

3. **Arbitration.** All disputes or differences arising out of or in connection with 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. **Secrecy.** The SELLER shall ensure that all persons employed on any work in connection with this Contract have noted that the Indian Official Secrets Act, 1923 (XIX of 1923) applies to them and will continue to so apply even after the termination or expiry of the Contract. These conditions shall also apply to the Sub-contractor(s) of the SELLER, if any.

5. **Publicity.** The SELLER shall not permit or allow any information regarding the contracted work to be published in any Scientific, Engineering Journal or Newspaper, Periodicals and Publications without first obtaining the written consent of the BUYER.

6. **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 favour 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 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 tender imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the BUYER.

7. **Agents / Agency Commission.** The SELLER confirms and declares to the BUYER that the SELLER is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the 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 will 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.

8. **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.

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.



10. **Liquidated Damages.** In the event of the SELLER's failure to submit the Bonds, Guarantees and Documents and Supply the deliverables as specified in this contract for reasons attributable to the SELLER, 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 value for every week of delay or part thereof, subject to the maximum value of 10% of the contract value.**

11. **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 03 (Three) months provided Force Majeure clause is included in RFP.

(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.

(a) Unsatisfactory response of SELLER with respect to meeting scheduled milestones as agreed after placement of Supply order.

(b) When the SELLER fails to honour any part of the contract including failure to deliver the contracted stores/render services in time.

(c) When the SELLER is found to have made any false or fraudulent declaration or statement to get the contract or he is found to be indulging in unethical or unfair trade practices.

(d) When both parties mutually agree to terminate the contract.

(e) When the item offered by the SELLER repeatedly fails in the inspection and/or the SELLER is not in a position to either rectify the defects or offer items conforming to the contracted quality standards.

Any special circumstances, which must be recorded to justify the cancellation or termination of a contract.



12. **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 mail, addressed to the last known address of the party to whom it is sent.

13. **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.

14. **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.

15. **Taxes and Duties.** Taxes and duties will be payable at actuals as per extant rules. HSN code as per GST is to be mentioned by the Bidder.

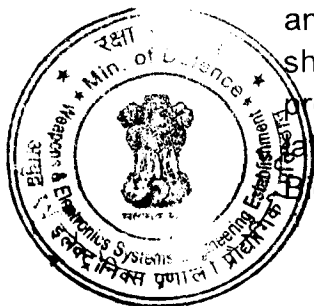
(a) **General**

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

(iii) If a Bidder chooses to quote a price inclusive of any duty/taxes 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 SELLER. 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) **Taxes**

(i) If it is desired by the Bidder to ask for Taxes 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 all taxes.

(ii) On the Bids quoting taxes extra, the rate and the nature of taxes applicable at the time of supply should be shown separately. Taxes will be reimbursed 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 taxes and the same is payable as per the terms of the contract.



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.)

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. **Tolerance Clause.** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, BUYER reserves the right to 50% plus/minus increase or decrease the quantity of the required goods up to that limit without any change in the terms & conditions and prices quoted by the SELLER. While awarding the contract, the quantity ordered can be increased or decreased by the BUYER within this tolerance limit.

3. **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 Cheque, 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 payment will be made as per the following terms subject to negotiations during CNC:-

(a) **1st Stage Payment.** 40% of total value of contract against acceptance of BDD and HDD documents of the Hardware placement of Supply orders by the SELLER for procurement of Hardware sub-components.

(b) **2nd Stage Payment.** 60% of the total contract value on delivery and acceptance of Hardware as per Supply Order at WESEE.

4. **Advance Payments.** No advance/ part payment(s) will be made.

5. **Paying Authority.** The payment of bills will be made through DCDA (Navy), New Delhi on submission of the following documents by the SELLER to the Paying Authority along with the bill:

(a) Ink-signed copy of contingent bill / SELLER's bill.

(b) Ink-signed copy of Commercial invoice / SELLER's bill.

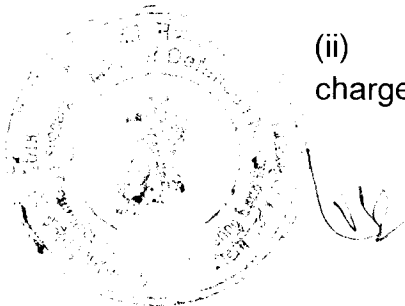
- (c) Copy of Supply Order
- (d) CRVs in duplicate.
- (e) Claim for statutory and other levies to be supported with requisite documents / proof of payment.
- (f) Exemption certificate for Excise duty / Customs duty, if applicable.
- (g) Bank guarantee for advance, if any.
- (h) Guarantee / Warranty certificate.
- (j) 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).
- (k) Any other document / certificate that may be provided for in the Supply Order.
- (l) User Acceptance certificate.
- (n) Xerox copy of PBG.

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

(a) The price charged for the items supplied under the contract by the SELLER shall in no event exceed the lowest prices at which the SELLER sells the items or offer to sell items 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 the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.

(b) If at any time, during the said period the SELLER reduces the sale price, sells or offer to sell such 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, the SELLER 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 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 items as original equipment at price lower than the prices charged for normal replacement.



(iii) Sale of items 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 item not be delivered within the time or times specified in this RFP, or if defective delivery is made in respect of the item and should the 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 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) 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 :-

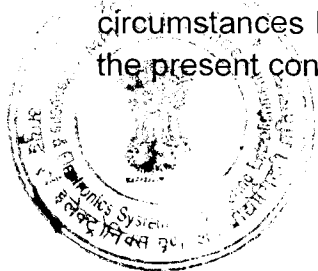
(i) Such default.

(ii) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.

(c) Any excess of purchase price, cost of manufacture, or value of any stores procured from any other Supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. **Such recoveries shall not exceed 5% (Five) of the value of the contract.**

8. **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.

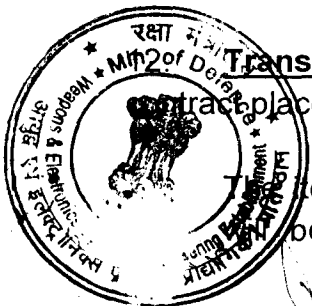
9. **Specification.** The following specification clause will form part of the contract placed on successful Bidder - The SELLER guarantees to meet the specifications as per Part-II of RFP and to incorporate the modifications to the existing design configuration to meet the specific requirement of the BUYER. All technical literature and drawings of the Modem shall be amended as per the modifications by the SELLER before supply to the BUYER. The SELLER in consultation with the BUYER may carry out technical up gradation/alterations in the design, drawings and specifications due to change in manufacturing procedures. This will, however not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques along with necessary tools as a result of up gradation/alterations will be provided to the BUYER free of cost within 30 days of affecting such up gradation/alterations.

10. **OEM Certificate.** In case the Bidder is not the OEM of the items, the Bidder should attach the supporting documents as an authorized dealer/Valid partner certificate from the OEM authorizing the firm to undertake supply of above items.

11. **Earliest Acceptable Year of Manufacturing.** 2019. Quality/ Life certificate will need to be enclosed with the bill.

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

Items shall be delivered to the Consignee at WESEE, New Delhi. SELLER bear all the costs and freight necessary for transportation of items to



Consignee. 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 part-shipment and trans-shipment of items would be permitted. In case it becomes inevitable to do so, the SELLER shall not arrange part-shipment and/or trans-shipment without the express/prior written consent of the BUYER.

13. **Packing and Marking.** The following Packing and Marking clause will form part of the contract placed on successful Bidder:-

(a) The SELLER shall provide packing and preservation of the equipment and spares/goods contracted so as to ensure their safety against damage in the conditions of land, sea and air transportation, trans-shipment, storage and weather hazards during transportation, subject to proper cargo handling.

(b) The packing of the equipment and spares/goods shall conform to the requirements of specifications and standards in force in the territory of the SELLER's country.

(c) The SELLER shall mark each package with in the English language as follows:-

- (i) Supply order No. -----
- (ii) Consignee -----
- (iii) Ultimate consignee -----
- (iv) SELLER -----

(d) Should any special equipment be returned to the SELLER by the BUYER, the latter shall provide normal packing, which protects the equipment and spares/goods from the damage of deterioration during transportation by land, air or sea. In this case the BUYER shall finalize the marking with the SELLER.

14. **Quality:** The quality of the items delivered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same items for in SELLER's country or specifications enumerated as per RFP and shall also include therein modification to the item 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



16. **Inspection Authority.** The inspection will be carried out by BUYER.

17. **Inspection.** Pre-Dispatch Inspection (factory Acceptance Test) would be conducted at SELLERs premises. The SELLER should offer the FATs and provision for necessary arrangements for switching ON and function inspection of the equipment. Joint Receipt Inspection(JRI) would be conducted at BUYERs premises post receipt of equipment. JRI will be scheduled and conducted by the BUYER within One(01) week of receipt of equipment. SELLER is to nominate its member for JRI. JRI will be followed by Acceptance Testing at the BUYERs premises. JRI proceedings and acceptance certificate shall be signed by the BUYERs representative and the same shall be binding on the SELLER. Copy of JRI proceedings and Acceptance Certificate shall be dispatched to the SELLER within 15 days of completion of JRI and Acceptance Test. In case of deficiencies in quality and quantity or defects, details of these shall be recorded in JRI proceedings; Acceptance Certificate shall not be issued and claims to be raised as per contract. In case of claims, Acceptance Certificate shall be issued by BUYER's representative after all claims raised during JRI are settled.

18. **Certificate of Conformance.** The Bidder is required to give "Certificate of conformance" of the item issued by OEM. The firm is required to prove the Technical specifications stipulated in the RFP at the BUYERS premises also. Non-compliance of specifications will result in termination of order.

19. **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."

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

(a) The claims may be presented either: on quantity of the items, where the quantity does not correspond to the quantity shown in the Packing Insufficiency in packing, or on quality of the items, 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.

21. **Warranty:**

(a) The supplied item shall carry a warranty of **12 months** from the date of acceptance of item by consignee. The item supplied under the supply order and each component used in the item should be free from all types of defects/failures at the time of acceptance and during the period of warranty.

(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 15 days** of notification of such defect received by the SELLER. Warranty of the equipment would be extended by the duration of downtime. Record of the down time would be maintained by user in log book.

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

(f) If the product fails frequently and the cumulative down time exceeds 50% of the warranty period, the complete equipment shall be replaced free of cost by the SELLER within a stipulated period of 30 days of receipt of the notification from the BUYER. Warranty of the replaced equipment would start from the date of acceptance after Joint Receipt Inspection by the BUYER/date of installation and commissioning.

22. **Product Support.** The SELLER shall provide product support in terms of maintenance activities, rectification of bugs/deficiencies and repairs free of cost during the warranty period.

23. **Technical Documentation.** All necessary documentation (for operating the product has to be provided by the Bidder.

24. **Price Variation (PV) Clause.** The technical and commercial offers must be firm and valid at least 06 months from the date of opening of tender.

25. **Product Support Package.** The following Product Support clause will form part of the contract placed on successful Bidder:-

(a) The SELLER agrees to provide Product Support for the stores, assemblies/subassemblies, fitment items and consumables, Special Maintenance Tools(SMT)/Special Test Equipment (STE) subcontracted from other agencies/manufacturer by the SELLER for a maximum period of 05 years including 01 years of warranty period after the delivery.

(b) In the event of any obsolescence during the above mentioned period of product support in respect of any component or sub-system, mutual consultation between the SELLER and BUYER will be undertaken to arrive at an acceptable solution including additional cost, if any.

Any improvement/modification/ up gradation being undertaken by the SELLER or their sub suppliers on the stores/equipment being purchased under



the Contract will be communicated by the SELLER to the BUYER and, if required by the BUYER, these will be carried out by the SELLER at BUYER's cost.

26. The firm is required to submit a 'Malicious Code Certificate' (only for Electronic items and Software) along with the bid. The format is placed at **Appendix 'B'**.



Part V – Evaluation Criteria & Price Bid issues

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

(a) The Bidder is required to furnish data sheets along with compliance sheet for all the individual items being offered as part of bid.

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

(c) The Bidder is required to spell out the rates of taxes and duties in unambiguous terms. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

(d) The Lowest Bid will be decided upon the Lowest price quoted (Inclusive of Taxes) by the particular Bidder as per Price Format given at Para 2 below.

(f) The Lowest Acceptable Bid will be considered further for placement of Supply Order after complete clarification and price negotiations as decided by the BUYER.

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:

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

(b) Taxes / Duties / Overheads / Other costs

(c) **Grand Total (inclusive of taxes):**

Note. Break up cost of Individual components of the DMFC should also be indicated.

3. **Validity of quote**. The prices should be firm and fixed and be valid for at least six months from date of opening of tender.



Appendix 'A'
 (Refer to Para 7 at Part I of WESEE letter No.
 SCS/192/ D&E Procurement dated 23 May 19)

COMPLIANCE TABLE FOR PROCUREMENT OF HARDWARE FOR TORPEDO FIRE CONTROL SYSTEM

RFP Para Reference	Requirement as per RFP	FC	PC	NC	Remarks
Part I - General requirements as per RFP					
1	Compliance to Date and Time for depositing Bids				
6	Compliance to Type of Tender and Bid				
7	Compliance to Furnishing of Data sheets for offered hardware				
14	Compliance to validity of Bids for 06 months from last date of submission				
15	Compliance to Submission of EMD				
Part II - Essential Details of Item/Services Required as per RFP					
1	Compliance to Schedule of Requirements				
2	Compliance to requirement of transportation and delivery to Consignee at WESEE, New Delhi				
3	Compliance to provision Loaner SBC cards prior to placement of Supply Order				
3	Compliance to participation of Seller for integration at WESEE, New Delhi				
6	Compliance to Environmental Specifications and acceptance of system on Certificate of Compliance from Seller				
7	Compliance to EMI/EMC Test Specifications				
9	Compliance to Delivery period of 04 months from placement of Supply Order				
Part III - Standard Conditions of RFP					
3	Compliance to standard clause of Arbitration				
9	Compliance to non-disclosure of Contract Documents				
10	Compliance to applicability of LD				



Part IV – Special Conditions of RFP

1	Compliance to Performance Bank Guarantee of 10% of the quoted price within 30 days of receipt of confirmed order			
2	Compliance to Tolerance Clause			
3	Compliance to Payment Terms for Sellers			
6	Compliance to Fall Clause			
7	Compliance to Risk & Expense Clause			
8	Compliance to Force Majeure Clause			
11	Compliance to Year of Manufacturing			
12	Compliance to Transportation requirements			
17	Compliance to requirement of Pre-Dispatch and Joint Receipt Inspection			
19	Compliance to Franking Clause			
22 & 23	Compliance to Warranty conditions and Product Support during Warranty			
25	Compliance to Price Variation Clause			
Part V – Evaluation Criteria and Price Bid Issues as per RFP				
1	Compliance to Evaluation Criteria			
2	Compliance to Validity of Quote			



Appendix 'B'

**(Refers to Para 26 of Part IV of WESEE RFP
SCS/192/ D&E Procurement dated 23 May19)**

CERTIFICATE – MALICIOUS CODE
(To be rendered on the Company's Letter head)

1. This is to certify that the Hardware and the Software being offered, as part of the Contract, does not contain embedded malicious code that would activate procedures to:-

(a) Inhibit the desired function of the equipment.

(b) Cause physical damage to the user or his equipment during the operational exploitation of the equipment.

2. The firm is liable in case physical damage caused due to activation of any such malicious code in embedded software.



(Signed)
Desig/ Name