

Tele: 080- 28396801

AF Stn Chimney Hills  
Chikkabanawara PO  
Bangalore-90

58 SU/551/2/2/Sigs

28 Mar 14

As per distribution list

**INVITATION OF BIDS FOR PROCUREMENT OF TEST EQUIPMENT  
WITH ACCESSORIES FOR TESTING AIR FORCE OWNED UG CABLES  
AT AIR FORCE STATION CHIMNEY HILLS**

Dear Sir,

1. On behalf of President of India, I, Station Commander, Air Force Station Chimney Hills, Indian Air Force, Bangalore, invite you to the tender in sealed cover for Procurement of UG cable Test equipments with accessories for Air Force Station Chimney Hills, Indian Air Force, Bangalore as per schedule at Appendix 'A'.
2. Conditions which will govern the contract made are contained in the Appendices enclosed. Any special conditions attached to this invitation to tender will also form part of the conditions.
3. **Manner of submission of bids in two bid system:** The technical bid and the financial bid should be sealed by the bidder in separate covers duly super scribed and both these sealed covers are to be put in a bigger cover which should also be sealed and duly super scribed **should be dropped separately in the sealed tender box kept at Main Guard Room or by speed post addressed to Station Commander, Air force Station Chimney Hills, Indian Air Force, Bangalore-560090 on or before 22 Apr 14.** The technical bids are to be opened and evaluated in the first instance. At the second stage, financial bids of only the technically acceptable offers should be opened for further evaluation and ranking before awarding the contract.
4. If you are in a position to quote for supply and installation in accordance with the requirements stated at Appendices 'B', 'C', the same may be filled, signed and returned as mentioned above in para 3. You must also furnish with your tender all information called for as indicated in schedule contained at Appendix 'A'. The tender should be submitted as per the format indicated in Appendix 'A' part II for Technical and part V for Financial. General Instructions and terms and conditions are given at Appendix 'D'.
5. **You are requested to forward a certificate along with audited balance sheet on latest IT return. TIN number is to be mentioned in the quotation. You are also requested to ensure that amount mentioned in the quotation will not be changed till finalization of PNC.**

6. For any queries, contact Chief Technical Officer on the following telephone number during Office hours. 080-28396801 Extn: 345.

Yours sincerely

  
(SK Jha)  
Group Captain  
Station Commander

Annexure: As stated

**REQUEST FOR PROPOSAL**  
**(INDIAN AIR FORCE)**

**INVITATION OF BIDS FOR PROCUREMENT OF TEST EQUIPMENT**  
**WITH ACCESSORIES FOR TESTING AIR FORCE OWNED UG CABLES**  
**AT AIR FORCE STATION CHIMNEY HILLS**

**Request for Proposal (RFP) No 58 SU/551/2/2/Sigs Dated 28 Mar 14**

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 : **Station Commander**  
**Air Force Station Chimney Hills**

b. Postal address for sending the Bids : **Station Commander**  
**Air Force Station Chimney Hills**  
**Chikkabanawara post,**  
**Bangalore - 560090**

c. Name/designation of the contact personnel:  
**Wing Commander IJ Singh**  
**Chief Technical Officer**

d. Telephone numbers of the contact personnel:  
**080-28396801 Extn: 345**

e. E-mail ids of contact personnel: **Not Available**

f. Fax number: **080-28371204**

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. 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.

**PART-I****GENERAL INFORMATION****1. Last Date and Time for Depositing the Bids.****Date: 22 Apr 14****Time: 1430 hrs**

The sealed Bids (both technical and Commercial) should be deposited/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 marked as **TENDER FOR PROCUREMENT OF TEST EQUIPMENT WITH ACCESSORIES FOR TESTING AIR FORCE OWNED UG CABLES AT AIR FORCE STATION CHIMNEY HILLS** or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non delivery / non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered

**3. Time and Date for Opening of Bids.****Date: 23 Apr 14****Time: 1030 hrs**

(If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).

**4. Location of the Tender Box.****Main Guard Room  
Air Force Station Chimney Hills  
Chikkabanawara post,  
Bangalore - 560090**

Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.

**5. Place of opening of the Bids.****Chief Technical Officer's Office  
Air Force Station Chimney Hills  
Chikkabanawara post,  
Bangalore - 560090**

The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.

**6. Two-Bid System.** In case of the 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. 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 EFT Account if applicable, etc and complete postal & e-mail address of their office. **Technical bids to be signed stamped and complied by the vendor.**

8. **Clarification Regarding Contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.

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

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 06 Months from the last date of submission of the Bids.

14. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs. 47,500/-** (Rupees Forty Seven Thousand Five Hundred Only) 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 Contracted**

1. **Schedule of Requirements** – The list of items required is as follows:-

SL NO	DENOMINATIONS OF ITEMS/SERVICES	QUANTITY
01	Cable Fault Locator	01
02	Route Tracer	02
03	Tele Subscriber Line Tester	02
04	OTDR	01
05	Splicing Machine	01

2. **Technical Details.**

**Technical Specification**

**(i) Cable Fault Locator**

SL No	QUALITATIVE REQUIREMENT	FACILITIES	COMPLIED/ NOT COMPLIED
01	Fault Distance Range (in meters)	50m,100m,200m,800m,1600m,3000m & 6000m.	
02	Measurement Mode	Auto or Manual	
03	Fault Measurement Accuracy	±1% ± 1m	
04	Pulse Width	30nsec to 30msec	
05	Pulse Waveform	Square	
06	Pulse Amplitude	24V pp	
07	Cable Constant(VOP)range	50 to 150m/μs	
08	Measurement Dead Zone	1meter	
09	Auto Measurement Dead Zone	15meter	
10	Output impedance	50~150 Ohms	
11	Sampling Speed	500 MS/s	
12	Memory Location	Sufficient to store 20 Wave forms set-ups	
13	Serial Port for PC/Printer	RS 230C	
14	Gain Range Control	1:10	
15	Display Readout	Liquid Crystal Display 320 x 240 Pixel(Back lit)	
16	Alarm	Audible alarm in high voltage	
17	Weight	Light Weight	
18	Accessories	Operation /Service Manual, Mains Cable, Output cable, PC Software for Data Transfer, Serial cable (RS 232C) & Carrying case	
19	Environmental Spec.	Operation : 00° C to 50°C Storage : -10°C to 60°C	
20	Working Temperature	0°C to 55°C	



**(ii) Route Tracer**

SL No	QUALITATIVE REQUIREMENT	FACILITIES	COMPLIED/ NOT COMPLIED
01	Out Put	1-2-4-8 Watts selectable	
02	Output Frequencies	480 Hz-1450 Hz selectable	
03	Matching	Matching of the Output impedance of the connected cable is carried out in the range 0.5...1000 ohms	
04	Indication	Meter indication of relative transmitted power and charge condition of the accumulators.	
05	Current Supply	Mains-220-240 V + 10% AC 50 Hz or 12 V DC	
06	Operation Time	Main Supply no time limit	
07	Dimension	250(L) X120(H) X255(D)	
08	Weight	4.9 Kg	
09	CRT Display	8 X10 division, 68mm X 55 MM	
10	Sensitivity	45m V p-p produces one vertical division display	
11	Accessories	Two sets of test leads, one DC input jack, one carrying case and service manual	

**(iii) Telephone Subscriber Line Tester**

SL NO	QUALITATIVE REQUIREMENT	FACILITIES	COMPLIED/ NOT COMPLIED
01	Operating Voltage	- 44 to - 56 VDC	
02	Operating Current	0.5 Amp	
03	Loop Seizure Range	0 to 4000 Ohms	
04	Test Loop Length	0 to 1900 Ohms	
05	Idle Test Battery Resistance	500 Ohms	
06	Operating Temperature	0° C to 50°C	
07	Test	Automatic	
08	Testing Time	Automatically one by one all line parameter within 10seconds.	
09	New Line Test	800 c/s +/- 10% tone for both pair Identification.	
10	Display	Digital Display	

**(iv) Splicing Machine**

SL NO	QUALITATIVE REQUIREMENT	FACILITIES	COMPLIED/ NOT COMPLIED
01	Fiber type supported	SM (ITU-T G.652), MM (ITU-T G.651), DS (ITU-T G.653), NZ-DS (ITU-T G.655) EDF	
02	Cladding Diameter	100 to 150 µm	
03	Coating diameter	100 to 1000 µm	
04	Fiber cleaved length	8 ~ 22 mm (Standard)	
05	Splicing mode	Auto & Manual	
06	Average Fusion loss	0.02dB (SM), 0.01dB (MM), 0.04dB (DS), 0.04dB (NZDS)	

07	Return Loss	≥60dB	
08	Working Environment	-25 <sup>0</sup> C~ +50 <sup>0</sup> C (Temperature), 0 ~ 95% RH (non-Condensing), 0 ~ 5000m (altitude)	
09	Storage Environment	- 40 <sup>0</sup> C ~ +80 <sup>0</sup> C (Temperature), 0 ~ 95% RH (no condensation)	
10	Protection Sleeve Length	20mm, 40mm, 60mm	
11	Tension test	2.0N (Standard)	
12	Language	Chinese, English, French, Russian, Spanish, Korean etc..	
13	Data Interface	RS 232 Interface	
14	Storage capacity	8000 results	
15	Power supply	AC adaptor: 85 ~ 260 V input voltage, Internal battery: 12 V voltage, 10 Ah, upto 200 times of continuous splices and heats, DC input: 12V voltage	
<b>SPECIFICATIONS</b>			
01	The splicing Machine should adopt high- speed image processing technology and special precision positioning technology.		
02	Should automatically finish the whole process of fiber fusion in 9 seconds typically.		
03	Must have digital LCD monitor to displays all steps of fiber fusion clear at a glance.		
04	The Splicing Machine should be provided with following accessories.		
(a)	Fusion Splicer		
(b)	Internal Battery		
(c)	Charger		
(d)	AC Adapter with power cord		
(e)	Spare Electrodes(1 Pair)		
(f)	Cooling Tray		
(g)	Fiber Stripper		
(h)	Fiber cleaver		
(j)	User Manual		
(k)	Carry Case		
(l)	DC Power cord		
<b>FEATURES</b>			
01	Core to core fiber alignment system (PAS)		
02	8 seconds splicing time, 40 seconds tube-heat time.		
03	Turn-over display screen to use conveniently		
04	Simultaneous X and Y view (256 X magnification)		
05	Inner light to set fiber at night		
06	Auto check end face of fiber.		
07	Auto calculate splicing loss.		
08	Three power supply modes.		
09	Screen menu for simple operation.		
10	Auto calibration parameter		
11	Compact body and light in weight		
12	Concave weatherproof cover		

**(v) OTDR**

SL NO	QUALITATIVE REQUIREMENT	FACILITIES	COMPLIED/ NOT COMPLIED
01	Wavelength	1310±20/1550±20	
02	Maximum dynamic range	35/34 dB	
03	Event dead zone	1.6/1.6	
04	Attenuation dead zone (m)	4.5/5	
05	Distance (km)	Up to 419 KM	
06	Pulse width (ns)	8, 16, 40, 80, 160, 320, 640, 1280, 2560, 5120, 10240, 20480	
07	Linearity dB/dB	0.03	
08	Loss threshold (dB)	0.01	
09	Loss resolution (dB)	0.001	
10	Sampling Resolution dB	0.025 to 0.03	
11	Sampling Points	Up to 128000	
12	Distance uncertainty dm	^0.75+0.0025 – distance	
13	Measure time	User defined 60 min maximum %	
14	Typical real time refresh guaranteed	<0.4 Typical 0.3	
15	Stable source output power dm	-8	
16	Display	Touch screen CE color, 640 A – 480 TFT 203 mm ^ 8 in	
17	Interfaces	RS 232	
18	Storage	Compact flash cards	
19	Batteries	Rechargeable Li-Ion 8 h of operation	
20	Power supply	AC/DC adapter,	
21	Operating temperature	-5 <sup>0</sup> C to 50 <sup>0</sup> C	
22	Storage temperature	-40 <sup>0</sup> C to 70 <sup>0</sup> C	
23	Relative humidity	0% to 95% i ¼ % ^ non condensing i ¼ %	
<b>SPECIFICATIONS</b>			
01	The OTDR should have two-wavelength 1310 and 1550nm in one module.		
02	Can be used for testing all fiber applications from Telenet and WDM to MAN, FTTH and LAN network.		
03	Should be Light weight to carry in field Operation.		
04	OTDR must have configuration delivers twice-wavelength testing with a choice of wavelengths: 1310/1550 nm		
05	Test through high-port-count splotter-even 1X32 1.6m event dead zone: characterisation dynamic range of up to 35 dB		
06	Industry-leading attenuation dead zone starting at 4.5 m		
07	Four-time – shorter testing time for minimized testing costs market – leading linearity ±0.03dB/dB, for highly accurate event		
08	Light weight		
09	Should be fast and powerful		
10	One second power up time		
11	Fast acquisition processing and reporting.		
12	Data output/input:- instantaneous USB data transfer.		
13	Should have provision of following:-		

	<ul style="list-style-type: none"> <li>• Flexible connectivity.</li> <li>• File transfer and software upgrading through USB or compact flash.</li> <li>• Built for the outside engineering.</li> <li>• Waterproof outer shell, sealed joints, door panels for extra port protection.</li> <li>• Advanced TFT transfective display for great visibility under direct sunlight.</li> <li>• Tightened short keys and tracking knob extended service life of battery more than eight hours.</li> </ul>	
<b>OPERATION MODE</b>		
01	AUTO as well as Manual	
02	Should be able to create reports.	
03	Can make use of configurable report and batch printing, fast and reflectively create full specialty report.	
04	The result can be export as SB (standard binary).	
05	Saving OTDR record and loading OTDR results as SB.	
<b>Optical fiber cable report</b>		
	Create optical fiber report and get particular report	
01	Fiber event report display full event data in compact format.	
02	Fiber zone report:- scrutiny all fiber in the zone.	
03	Fault report: - Based on fault feedback of user threshold.	
<b>Batch printing</b>		
01	Can be chose three print mode, standard model, full size, multipage OTDR report compressed model	
02	One page report and more curves four, six or eight curves on one page	
03	In addition, add event statical report	

(d) **Requirement of Installation/Commissioning.** On site within 15 days from effective date of contract.

(e) **Nature of assistance required after completion of warranty.** AMC/ service support for 10 Years including warranty period.

(f) **Requirement of pre-site equipment inspection.** On site joint inspection.

3. **Two-Bid System.** In respect of two-bid system, Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. The technical bids will be evaluated by the TEC and recommendations of the TEC will be final and binding. The Bidders are advised to submit the compliance statement in the following format along with Technical Bid:

Para of RFP specifications item-wise	Specification of item offered	Compliance to RFP specification – whether Yes / No	In case of noncompliance, deviation from RFP to be specified in unambiguous terms

4. **Delivery Period.** Delivery period for supply of items would be **15 days** from the effective date of contract. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

Definition of Delivery Period is given below:–

**Terms of Delivery**

**Date of Delivery**

Local Delivery at Site

The date on which the delivery is made at consignee's site mentioned in the contract.

5. **Consignee Details.**

**Station Commander  
Air Force Station  
Chimney Hills  
Chikkabanawara Post  
Bangalore – 560090**

**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 and supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration.** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).
4. **Penalty for use of Undue Influence.** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the 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 disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition

of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. **Agents / Agency Commission.** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

6. **Access to Books of Accounts.** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information / inspection of the relevant financial documents/information.

7. **Non-disclosure of Contract Documents.** Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. **Liquidated Damages.** In the event of the Seller's failure to 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 **(03 months)** 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 months)** provided Force Majeure clause is included in contract.

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

(e) As per decision of the Arbitration Tribunal.

10. **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 registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Sub-letting.** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

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

13. **Amendments.** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14. **Taxes and Duties.**

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

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

## PART IV

### SPECIAL CONDITIONS OF RFP

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

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 contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. 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 upto that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

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 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).

(i) 100% payment will be made on delivery and acceptance by the user on production of requisite documents.

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

5. **Paying Authority.**

(a) **Indigenous Sellers.** The payment of bills will be made by **SAO, Air Force Station Chimney Hills Bangalore-90** on submission of the following documents by the Seller to the Paying Authority along with the bill:-

(i) Ink-signed copy of Commercial invoice / Seller's bill.

(ii) Copy of Supply Order/Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.

(iii) CRVs in duplicate.

- (iv) Inspection note.
- (v) Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.
- (vi) Exemption certificate for Excise duty / Customs duty, if applicable.
- (vii) Bank guarantee for advance, if any.
- (viii) Guarantee / Warranty certificate.
- (ix) Performance Bank guarantee / Indemnity bond where applicable.
- (x) DP extension letter with CFA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers indicating whether extension is with or without LD.
- (xi) 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).
- (xii) Confirmation certificate of training for independent operation by the users.
- (xiv) User Acceptance.
- (xv) Xerox copy of PBG.

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 offer to sell stores of identical description to any persons/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 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 stores to any person/organisation 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 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 the prices charged for normal replacement.
- (iii) 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.

(c) The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract – “We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/organisation including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract except for quantity of stores categories under sub-clauses (a),(b) and (c) of sub-para (ii) above details of which are given below - .....”.

7. **Exchange Rate Variation Clause.** Not applicable

8. **Risk & Expense Clause.**

(a) Should the stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

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

(c) In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-

(i) Such default.

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

(d) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed **10%** of the value of the contract.”

#### **9. 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 contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

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

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

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

**10. 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 Maintenance Evaluation Trials. All technical literature and drawings shall be amended as the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical upgradation/alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenisation or obsolescence. 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 upgradation/alterations will be provided to the Buyer free of cost within 30 days of affecting such upgradation/alterations.

**11. 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.

**12. Export License.** The Bidders are to confirm that they have requisite export license from their Government and Authorization from the manufacturing plant, in case they are not the OEM, to export the military / non-military goods to India.

**13. Earliest Acceptable Year of Manufacture 2013-14.** Quality/Life certificate will need to be enclosed with the Bill.

**14. Transportation.** Items should be delivered at Air Force Station Chimney Hills, Chikkabanawara (PO) Bangalore-560090

**15. 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, transshipment, storage and weather hazards during transportation, subject to proper cargo handling. The Seller shall ensure that the stores are packed in containers, which are made sufficiently strong, and with seasoned wood. The packing cases should have hooks for lifting by crane/fork lift truck. Tags with proper marking shall be fastened to the special equipment, which cannot be packed.

(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) Each spare, tool and accessory shall be packed in separate cartons. A label in English shall be pasted on the carton indicating the under mentioned details of the item contained in the carton. A tag in English with said information shall also be attached to six samples of the item. If quantity contracted is less than six then tag shall be affixed to complete quantity contracted of the item. The cartons shall then be packed in packing cases as required.

- (i) Part Number :
- (ii) Nomenclature :
- (iii) Contract annex number :
- (iv) Annex serial number :
- (v) Quantity contracted :

(d) One copy of the packing list in English shall be inserted in each cargo package, and the full set of the packing lists shall be placed in Case No.1 painted in a yellow colour.

(e) The Seller shall mark each package with indelible paint in the English language as follows:-

- (i) Contract No. -----
- (ii) Consignee -----
- (iii) Port / airport of destination -----
- (iv) Ultimate consignee -----
- (v) SELLER -----
- (vi) Package No. -----
- (vii) Gross/net weight : -----
- (viii) Overall dimensions/volume : -----
- (x) The Seller's marking.

(f) If necessary, each package shall be marked with warning inscriptions: <Top>, "Do not turn over", category of cargo etc.

(g) 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.

**16. Quality.** The quality of the stores delivered according to the present Contract shall correspond to the approved and accepted 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.

**17. Quality Assurance.** Seller would provide the Standard Acceptance Test Procedure (ATP) within **01** month of this date of contract. Buyer reserves the right to modify the ATP. Seller would be required to provide all test facilities at his premises for acceptance and inspection by Buyer. The details in this regard will be coordinated during the negotiation of the contract. The item should be of the latest



manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.

**18. Inspection Authority.** The inspection will be carried out by BOO detailed Air Force Station Chimney Hills, Chikkabanawara Post, Bangalore-560090. The mode of inspection will be Departmental Inspection /User Inspection/Joint Inspection/Self-certification.

**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: (a) on quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing, or (b) on quality of the stores, 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 JRI and 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 JRI shall be presented within 45 days of completion of JRI and 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 stationed in India.

## **21. Warranty.**

(a) The following Warranty will form part of the contract placed on the successful Bidder:—

(i) Except as otherwise provided in the invitation tender, the Seller hereby declares that the goods, stores articles sold/supplied to the Buyer under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/mentioned in contract. The Seller hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of 12 months from the date of delivery of the said goods stores/articles to the Buyer or 15 months from the date of shipment/despatch from the Seller's works whichever is earlier and that notwithstanding the fact that the Buyer may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of 12/15 months the said goods/stores/articles be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated, and the decision of the Buyer in that behalf shall be final and binding on the Seller and the Buyer shall be entitled to call upon the Seller to rectify the goods/stores/articles or such portion thereof as is found to be defective by the Buyer within a reasonable period, or such specified period as may be allowed by the Buyer in his discretion on application made thereof by the Seller, and in such an event, the above period shall apply to the goods/stores/articles rectified from the date of rectification mentioned in warranty thereof, otherwise the Seller shall pay to the Buyer such compensation as may arise by reason of the breach of the warranty therein contained.

(ii) Guarantee that they will supply spare parts, if and when required on agreed basis for an agreed price. The agreed basis could be and including but without any limitation an agreed discount on the published catalogue or an agreed percentage of profit on the landed cost.

(iii) Warranty to the effect that before going out of production for the spare parts they will give adequate advance notice to the Buyer of the equipment so that the latter may undertake the balance of the lifetime requirements.

(iv) Warranty to the effect that they will make available the blue prints of drawings of the spares if and when required in connection with the main equipment.

**22. Product Support.** 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 Equipments (STE) subcontracted from other agencies/ manufacturer by the Seller for a maximum period of 10 years including 01 years of warranty period after the commissioning of the System.

(b) The Seller agrees to undertake Maintenance Contract for a maximum period of 120 months, extendable till the complete Engineering Support Package is provided by the Seller.

(c) 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.

(d) 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.

(e) The Seller agrees to provide an Engineering Support Package as modified after confirmatory Maintenance Evaluation Trials (METs). The SELLER agrees to undertake the repair and maintenance of the equipment, SMTs/STEs test set up, assemblies/sub assemblies and stores supplied under this contract for a period of 10 years as maintenance contract as specified or provision of complete Engineering Support Package to the Buyer whichever is later, as per terms and conditions mutually agreed between the Seller and the Buyer.

**23. Annual Maintenance Contract (AMC) Clause.** The following AMC clause will form part of the contract placed on successful Bidder –

(a) The Seller would provide comprehensive AMC for a period of 10 years @ 5% of the total cost of the item per annum. The AMC services should cover the repair and maintenance of the systems purchased under the present Contract. The Buyer Furnished Equipment which is not covered under the purview of the AMC should be separately listed by the Seller. The AMC services would be provided in two distinct ways:

- (i) **Preventive Maintenance Service.** The Seller will provide a minimum of four Preventive Maintenance Service visits during a year to carry out functional check ups.
  - (ii) **Breakdown Maintenance Service.** In case of any breakdown of the equipment/system, on receiving a call from the Buyer, the Seller is to provide maintenance service to make the system serviceable.
- (b) **Response Time.** The response time of the Seller should not exceed 48 hours from the time the breakdown intimation is provided by the Buyer.
- (c) Serviceability of 90% per year is to be ensured. This amounts to total maximum downtime of approximately 30 days per year. Also unavailability should not exceed 10 days at one time. Required spares to attain this serviceability may be stored at site by the Seller at his own cost. Total down time would be calculated at the end of the year. If downtime exceeds permitted downtime, LD would be applicable for the delayed period.
- (d) Maximum repair turnaround time for equipment/system would be 10 days. However, the spares should be maintained in a serviceable condition to avoid complete breakdown of the equipment/system.
- (e) **Technical Documentation.** All necessary changes in the documentation (Technical and Operators manual) for changes carried out on hardware and software of the equipment will be provided.
- (g) The Buyer reserves its right to terminate the maintenance contract at any time without assigning any reason after giving a notice of 03 months. The Seller will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the Seller for maintenance services already performed in terms of the contract, the same would be paid to it as per the contract terms.

**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. All taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.

(d) The Bidders are required to spell out the rates of 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 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 entertained 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 VAT duty upto any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of VAT, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to VAT also.

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

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

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

SL NO	DENOMINATIONS OF ITEMS/SERVICES	QUANTITY	UNIT PRICE	AMOUNT
01	Cable Fault Locator	01		
02	Route Tracer	02		
03	Tele Subscriber Line Tester	02		
04	OTDR	01		
05	Splicing Machine	01		

- (b) Accessories (all accessories required)
- (c) Installation/commissioning charges
- (d) Training
- (e) Technical literature
- (f) Tools
- (g) AMC with spares
- (h) AMC without spares
- (j) Any other item
- (k) Is VAT extra
- (l) If Yes, then mention the following
  - (i) Total values on which VAT is leviable:
  - (ii) Rate of VAT
  - (iii) Total value of VAT leviable
- (m) Is Service Tax extra
- (n) If Yes , then mention the following:-
  - (i) Total value of Service on which service Tax is leviable:
  - (ii) Rate of VAT

- (iii) Total value of VAT leviable
- (o) Octroi/Entry taxes:
- (p) Any other Taxes/duties/Overheads/Other cost:
- (q) Grand Total:-
  - (i) Excluding AMC and Spares
  - (ii) Including AMC with spares
  - (iii) Including AMC without spares

### **Submission of Quotations**

1. The quotations will be submitted duly sealed as per following format with relevant information on the top of envelop.

- (a) **TECHNICAL BID**  
**“QUOTATION FOR TEST EQUIPMENT WITH ACCESSORIES FOR TESTING AIR FORCE OWNED UG CABLES AT AIR FORCE STATION CHIMNEY HILLS, INDIAN AIR FORCE, BANGALORE: PART 1 (TECHNICAL)”**

#### **Technical bid should contain the following:**

QR as per Appendix ‘A’ (Part II) duly completed and signed with company stamp.

Technical details from OEM from whom the equipment is procured

List of government and private users to whom the company has carried out similar projects and certificates from the users regarding their satisfaction.

Declaration certificates as mentioned in Appendix ‘D’ duly signed by the authorised company signatory.

Technical literature pertaining to the Equipment and accessories.

Warranty period for each of the products as per OEM and as per the vendor.

- (b) **FINANCIAL BID**  
 Will be opened after TEC **“QUOTATION FOR TEST EQUIPMENT WITH ACCESSORIES FOR TESTING AIR FORCE OWNED UG CABLES AT AIR FORCE STATION CHIMNEY HILLS, INDIAN AIR FORCE, BANGALORE: PART II (FINANCIAL)”** (for the items in Appendix ‘B’)

Financial bid should contain the complete financial aspects quoting item wise. The cost of items including installation is mentioned against each item. Total cost must be indicated.

### **Evaluation Criteria**

2. The broad guidelines for evaluation of offers will be as follows:-
  - (a) Only those offers shall be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the tender, both technically and commercially.
  - (b) The lowest 'Acceptable' tender shall be considered further for placement of contract/Supply order after complete clarification and price negotiations \_\_\_\_\_.
  - (c) Delivery within stipulated months of signing of contract shall be accepted. However, preference will be for shorter delivery period and loading will be done as per the prevailing rules.

### **Address of Quotation and mode of Delivery**

3. The quotation will be sealed and delivered at the address mentioned below on or before **22 Apr 14, 1430 Hrs.**

**Station Commander  
Air Force Station Chimney Hills  
Chikkabanawara post  
Bangalore – 560090  
Karnataka.**

Tenders sent by FAX will not be considered. The technical evaluation board will be convened at Air Force Station Chimney Hills, Indian Air Force, Bangalore. In case the quotations are received without seal, the bids will not be considered and will be rejected.



**FINANCIAL BID FOR PROJECT OF PROCUREMENT OF TEST EQUIPMENT  
WITH ACCESSORIES FOR TESTING AIR FORCE OWNED UG CABLES  
AT AIR FORCE STATION CHIMNEY HILLS**

1. Air Force Station Chimney Hills, Indian Air Force, Bangalore is procure under mentioned items.
2. You are requested to furnish firm quotations

SL N O	DENOMINATIONS OF ITEMS/SERVICES	QUANTITY
01	Cable Fault Locator	01
02	Route Tracer	02
03	Tele Subscriber Line Tester	02
04	OTDR	01
05	Splicing Machine	01

  
(SK Jha)  
Group Captain  
Station Commander  
Air Force Station Chimney Hills

Appendix 'C'  
(Refers to para 4 of  
58SU/551/2/2/Sigs  
dated 28 Mar 14

### **DECLARATIONS**

"I/We here by declare that I/We have read the instruction and terms and condition and terms and conditions of the tender as specified in the tender enquiry No. 58SU/551/2/2/Sigs dated 28 Mar 14 and agree to abide by the same by decision of the purchaser as per said terms and conditions"

Date:

Signature of Vendor

**GENERAL INSTRUCTION AND TERMS AND CONDITIONS FOR  
PROCUREMENT OF TEST EQUIPMENT  
WITH ACCESSORIES FOR TESTING AIR FORCE OWNED UG CABLES  
AT AIR FORCE STATION CHIMNEY HILLS**

1. The items should be supplied within **(15 days)** from the date of supply order issued by this unit. In case the firm anticipates delay in supply due to any unforeseen reason the firm at once will bring it to the notice of purchaser who after considering the reason, if found valid and beyond firms control may give extension of time as deemed necessary. However, purchaser reserves the right to recover from the firm liquidated damage charges/penalty, a sum of **0.5%** of the cost of the project, for delay of every 7 days or part thereof, subject of maximum of 10%, if the firm fails to complete within the stipulated period. In case of the project is not completed even after delayed period of 04 weeks, the supply order may be cancelled and acceptance of late supplies refused at the sole risk and cost of the supplier. In case the supply order is cancelled SP will pay back whole amount paid by the FP with 18% interest and penalty accrued. The decision of the purchaser of purchase of the material at the risk and cost of the supplier shall be final and binding.
2. The tendering firms are requested to quote and fixed rates in figures and words. There will be no cutting/overwriting in the tenders. Purchaser reserves the right to accept or reject such tenders where rates have quoted in figures only.
3. Tenders are required to keep their offers valid for a minimum of 180 days from the date of conduct of PNC.
4. Tendering firm will also quote the rate for AMC contract for 10 years (after warranty period) of the equipment which may take into account while concluding the contract. Terms and conditions of AMC will be intimated separately.
5. The equipments will be delivered at the site for testing, inspection and acceptance within 15 Days from the date of supply order.
6. All packing cases, container, packing and other similar material shall be supplied without any additional cost by the firm.

**INSPECTION**

7. All the stores required for carrying out the project will be subject to inspection to ascertain that they confirm to the specifications as laid down in the supply order by a BOO detailed by the unit receiving the stores. In case the stores ordered on receipt are not found to be confirming to the laid down specifications, the defective stores will be removed and replaced by the stores of the correct specifications by the supplier at his own expense with in a period of 05 days of inspection. In case of any dispute, decision of purchaser will be final and binding.

## **PAYMENT INSTRUCTIONS**

8.

(a) The payment shall be made by unit accounts, through account payee cheque/ECS/EFT directly to the supplier after receipt of certificate from the BOO detailed by the unit receiving the stores. 100% payment will be made on delivery and acceptance by the user on production of requisite documents.

(b) Prescribed pre-stamped, pre-receipted bills in duplicate will be submitted to the purchaser after fulfilling 8(a) above.

(c) A performance Bank Guarantee equal to 10% of the value of the order will be given in favour of **Air Force Public fund Account, Chimney Hills** to be executed on completion of the project and valid for 14 months. The payment will be made only on receipt of the Bank Guarantee.

(d) Sales Tax exemption will be availed against Form D. However, incases sales tax is charged, the firm will quote sales tax registration number and endorse the following certificate on the bill. The payment of tax will be admitted on documentary evidence only.

“Certified that the goods, on which sales tax had been charged, have not been exempted under the Sales Tax act/CSP or the rules made their under. The charges levied on account of sales tax on the goods supplied are correct under the provisions of the act or the rules made”

(e) The quote of the vendor must include all taxes, transportation charges, duties, Octroi, installation and all other expenses.

9. The price charged for executing the turn key project by the firm shall not exceed the lowest price at which the firm has under taken the similar projects to any other person/organisation. If at any stage the rates charged by the firm for the supplies made/installation are found to be on higher side, the purchaser reserves the right to cancel the supply order and will not be liable to pay any damage caused to the firm due to cancellation of supply order.

10. In case the tenders wish to furnish any additional information/particulars of the quotation condition e.g. those relating to taxes/duties or allowances of discount, rebates etc then the same should be included in the tender itself.

### **LAWS GOVERNING THE CONTRACT**

11. The contract shall be governed by the laws of India.
12. The marking of all stores supplied must comply with the requirement of the Indian Acts relating to trade and merchandise marks and of the rules under such Acts.
13. Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contracts shall be deemed to have been made at the place from which the supply order has been issued.

### **JURISDICTION OF COURT**

14. The court of the place from where the acceptance of the tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

### **RIGHT TO ACCEPTANCE OF OFFER**

15. The purchaser reserves his right partly or reject any offer without assigning any reason thereof. The purchaser does not pledge itself to accept the lowest or any tender and reserves to itself right of acceptance of the whole or any part of the tender or portion of the quantity offered and the tenderer shall supply and execute the same at the rate quoted. Tenderer is at liberty to tender for the whole or any portion or to state in the tender that the rate quoted shall apply only if the entire quantity is taken from him.
16. In respect of enquiries which call for procurement/installation of more than one item, the purchaser reserves the right to consider and accept the offer for any of the item in the enquiry, reserving the right to utilize offer for balance items at a later stage with in the validity of offer.

### **DECLARATION CERTIFICATE**

17. As per Appendix 'C' to this letter.
18. **Performance Guarantee:-** On issue of order the successful bidder will provide a performance guarantee in the form of a Bank Guarantee of 10% of the final cost of the project will be provided duly pledged in favour of the **Station Commander, Air Force Station Chimney Hills, Indian Air Force, Bangalore** the value of supply order. This Bank guarantee will be valid for a period of 14 months from the date of completion of the project and issue a acceptance certificate by the user unit.
19. **ARBITRATION:-** In the event of dispute or difference arising between the parties thereto, pertaining to this agreement the case will be discussed and sorted by the authorized nominee of the firm and the Station Commander, Air Force Chimney Hills, Indian Air Force, Bangalore, Karnataka. Only exceptional cases which are not resolved after mutual discussion if mutually disagreement persists will be referred to

the Station Commander, Air Force Station Chimney Hills. The venue of the sole arbitrator will be binding on both the parties.

20. **WARRANTY:-** The stores supplied will be under warranty for 12 months from the date of successful installation. During warranty period, any malfunctioning or defect in the items or installation not done as per specifications will be replaced by the vendor at the earliest without any extra payment.

21. **SPARES:** The vendor will confirm that the spares if any demanded by Station Commander, Air Force Station Chimney Hills, Indian Air Force, Bangalore will be supplied for the system for a minimum period of 09 Years after warranty.

22. **ANNUAL MAINTENANCE CONTRACT** The vendor will confirm that if so decided by the purchaser he will enter into comprehensive annual maintenance contract at a cost to be negotiated during the PNC but not exceeding 5% of the cost of the project. The AMC encompass cost of spares transportation material, man and services provided by the tenderer all inclusive for 09 years after warranty period of ONE YEAR. The supplier will also be required to negotiate the AMC terms and rates under the following conditions.

- (a) Maintenance during warranty is free of cost.
- (b) AMC will be for a period of 09 (NINE) years after the expiry of 01 (ONE) year warranty.
- (c) AMC will be comprehensive at neither a rate nor exceeding of 5% of the cost of project per annum.
- (d) Payment of AMC will be made annually at the end of the AMC year.
- (e) Charges for unserviceable parts will be debited from the AMC amount of the year.
- (f) AMC will be comprehensive which will include replacement and repair of cable, modules/sub assemblies/components or replacement of faulty items and move of engineers of the supplier.
- (g) No separate contract will be negotiated by the buyer for any brought out items supplied as part of contract. The supplier will be responsible for the maintenance of the complete system.

23. **UPTIME** An uptime of minimum 95% will be maintained during warranty period. For every 5% loss of uptime after minimum acceptance limit (i.e. 95%) during each calendar month, the warranty period will be automatically extended by TWO WEEKS. The detail of uptime calculation will be discussed during PNC.

24. **FAILURE TO ABIDE BY SUPPLY ORDER** Liquidated damages a sum of 0.5% of the cost of the project for delay of every 7 days or part thereof, subject to maximum of 10% will be debited from the payment schedule as given at Schedule III, if the firm fails to complete within the stipulated period. In case the project is not

completed even after the delayed period of 04 weeks, the supply order may be cancelled and acceptance of late supplies refused at the sole risk & cost of the supplier.

25. **QUALITATIVE REQUIREMENT** QR of the items will be as mentioned at Appendix 'B', however the vendor are free to subject any improvement with a view to incorporate the latest state of art technology and submit the information on the quotations itself with as asterisk mark for our information.

26. **LOCATION** Air Force Station Chimney Hills, Chikkabanawara post, Bangalore – 560090 is located at general area Bangalore.