Headquarters
Boarder Roads Organization
Delhi Cantt - 110010
Tele No : 011 - 25686864
Fax No : 011 - 25684632

30 Jul 2013

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REQUEST FOR PROPOSAL
(HEADQUARTERS BORDER ROADS ORGANIZATION)

INVITATION OF BIDS FOR VHF RADIO SETS FOR SECURITY AT HQ DGBR OUT OF INTERCOM GRANT FOR THE FY 2013-14

REQUEST FOR PROPOSAL (RFP) NO 10422/Quotation/DGBR/07/Coord 'E' DATED 30 Jul 2013.

1. Bids in sealed cover are invited for supply of items listed in Part II of this RFP. Please superscribe 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	:	HQ DGBR SEEMA SADAK BHAWAN RING ROAD, NARAINA DELHI CANTT – 110010
(b)	Postal address for sending the Bids	:	HQ DGBR SEEMA SADAK BHAWAN RING ROAD, NARAINA DELHI CANTT – 110010
(c)	Name/designation of the contact personnel	:	Col RS Ghanwat Dir Signals
(d)	Telephone numbers of the contact personnel	:	011 - 25686864
(e)	E-mail ids of contact personnel	:	
(f)	Fax number	:	011 - 25684632

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.

Yours faithfully,

( )
Lt Col
JD COORD
for DGBR

PART I – GENERAL INFORMATION

1. **Last date and time for depositing the Bids.** **21 Aug 2013 at 1300h**. The sealed Bids (both Part-I (Technical) and Part-II (Commercial)) should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.

2. **Time and date for opening of Bids**. **21 Aug 2013 at 1500h** (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).

3. **Manner of depositing the Bids.** The bids will be submitted duly sealed in one packet. This packet will contain two separate sealed envelopes as per following format with relevant information on top of each envelope: -

(a) **Part - I (Technical)**. Should have the endorsement on the sealed cover as **"Technical bid for VHF RADIO SETS FOR SECURITY AT HQ DGBR vide RFP Number 10422/Quotation/DGBR/07/Coord 'E' dated 30 Jul 2013 at HQ DGBR"**. Should contain all the technical details including make/model and manufacturer of the item along with technical literature and as per details given at Para 2 of Part II of RFP. In addition to the above, bidders are also required to furnish compliance to the Special Conditions of the RFP with the Technical Bids.

(b) **Part–II (Financial)**. Should have the endorsement on the sealed cover as **"Financial Bid for VHF RADIO SETS FOR SECURITY AT HQ DGBR vide RFP Number 10422/Quotation/DGBR/07/Coord 'E' dated 30 Jul 2013 at HQ DGBR"**. Should contain the prices quoting item wise both essential and optional items and important spares if recommended.

(c) **Address on Quotations and Mode of Delivery**. Both Part-I and Part-II of the bids will be placed in separate cover duly pasted and sealed separately. Name and address of the vendor should be superscribed on the envelope and addressed to "**DIR SIGS**, **HQ DGBR, SEEMA SADAK BHAWAN, RING ROAD, NARAINA, NEW DELHI - 110010**". In case the quotations are received without seal and not in two parts, they are liable to be rejected. Sealed bids should be either dropped in the 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 document. No change in bids will be accepted after receipt in this Headquarters.

4. **Location of the Tender Box**. **Room no 229, E2 Signals, Seema Sadak Bhawan, Ring Road, Naraina, New Delhi - 110010**. 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**. **Room no 229, E2 Signals, Seema Sadak Bhawan, Ring Road, Naraina, New Delhi - 110010**. 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.** Only the Technical Bid would be opened on the time and date mentioned above by the Technical Evaluation Committee (TEC). 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, etc and complete postal, e-mail address and Telephone Numbers of their office.

8. **Clarification regarding contents of the Tender Enquiry.** 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 **180 days** 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 20000/- (Rupees Twenty Thousand 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 payable to any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-13 (Available in MoD website and can be provided on request). EMD is to remain valid for a period of forty five days beyond final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.

PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. **Schedule of Requirements**. List of Items/services required are as follows :-

SER NO	ITEMS/STORES	A/U	QTY	REMARKS
1.	Digital VHF Base Radio (50 W)	Nos	2	
2.	Digital VHF Hand Held Radio (5W)	Nos	5	
3.	Digital VHF Repeater (50W)	Nos	1	
4.	Power Supply Unit for Base Radio	Nos	2	
5.	Power Supply Unit for Repeater	Nos	1	
6.	RF Cable	Mtr	30	
7.	G.P. Antenna	Nos	2	
8.	Whip Antenna	Nos	5	

2. **Technical Details**. Technical details with technical parameters with specification for the project are as under. Bidders are required to furnish clause by clause compliance of specifications bringing our clearly the deviations from specifications, if any in unambiguous terms :-

Ser No	Nomenclature of Item	Specification of item offered	Make & Model	Compliance to RFP specifications Yes/No	In case of non-compliance deviation from RFP to be specified in unambiguous terms
DIGITAL VHF BASE RADIO					
1.	**General specification**				
(a)	Freq Range	UHF 1:400-470MHz; UHF 2:450-520MHz; UHF 3:350-400MHz; VHF : 136-174MHZ			
(b)	Channel Capacity	1024			
(c)	Zone Capacity	64			
(d)	Channel Spacing	25/20/12.5 kHz			
(e)	Operating Voltage	13.6V ± 15%			
(f)	Battery	2000mAh(Li-ion)Ni-MH-1500mah/2000mah/2200mah/2500mah			
(g)	Freq Stability	± 1ppm			
(h)	Antenna Impedence	50 Ohm			
(j)	Duty Cycle	100%			
(k)	Font Case	PC			
(l)	LCD Display	220 x 176 pixel, 2.0 inch, 4 row			
2.	**Transmitter Specifications**				
(a)	RF Power Output	Low power UHF1 (400-470MHz); 5-25W; UHF2 (450-520MHz): 5-25W; UHF3 (350-400MHz): 5-25W; VHF (16-174MHz); 5-25W HIGH POWER UHF1 (400-470MHz); 5-45W; UHF2 (450-520MHz): 5-45W; UHF3 (350-400MHz): 5-45W; VHF (16-174MHz); 5-50W			
(b)	FM Modulation	11KOF3E@12.5kHz ; 14OF3E@20kHz ; 16KOF3E@25kHz			
(c)	4FSK Digital Modulation	12.5kHz Data Only: 7K6OFXD ; 12.5kHz Data & Voice: 7K6OFXW			
(d)	Modulation limiting	± 2.5kHz@12.5kHz ± 4.0kHz@20kHz ± 5.0kHz@25kHz			
(e)	FM Hums & Noise	40 dB@12.5kHz 43 dB@20kHz 45 dB@25kHz			
(f)	Adjacent Channel Power	60 dB @ 12.5 kHz ; 70 dB @ 20/25 kHz			

(g)	Audio Response	+1 -- -3dB			
(h)	Audio Distortion	< 3%			
(j)	Digital Vocoder Type	AMBE ++ or SELP			
(k)	Digital Protocol	ETSI-TS102 361-1, 2 & 3			
3.	**Transmitter Specification**				
(a)	Sensitivity	Analog : 0.3uV(12dB SINAD); 0.22uV(Typical)(12.5dB sinad) ; 0.4Uv(20Db sinad) Digital : 0.3uV/BER 5%			
(b)	Selectivity	TIA 603: 65dB@12.5kHz/75dB@20/25kHz ETSI: 60dB@12.5kHz/70dB@25/20kHz			
(c)	Intermodulation	TIA 603: 75dB@12.5/20/25kHZ ETSI: 70dB@12.5/20/25kHZ			
(d)	Spurious Response System	TIA 603: 75dB@12.5/20/25kHZ ETSI: 70dB@12.5/20/25kHZ			
(e)	Blocking	TIA 603 - 90dB ETSI - 84dB			
(f)	S/N	-40dB@12.5kHz; -43dB@20kHz; -45dB@2.5kHz			
(g)	Rated Audio Distortion	< 3%			
(h)	Audio Response	+1-- -3dB			
(j)	Conducted Spurious Emission	< -57 dBm			
4.	**Environmental Specifications**				
(a)	Operation Temperature	-30deg C -- +60deg C			
(b)	Storage Temperature	-40deg C -- +85deg C			
(c)	MIL Standard	Meets MIL-STD 810 C/D/E/F/G standard			
(d)	Dust & Water Instrusion	Meets IP54 Standards			
(e)	Humidity	Meets Per MIL-STD 810 C/D/E/F/G standard			
(f)	Shock & Vibration	Meets Per MIL-STD 810 C/D/E/F/G standard			
DIGITAL VHF HAND HELD RADIO					
1.	**General specification**				
(a)	Freq Range	UHF 1:400-470MHz; UHF 2:450-520MHz; UHF 3:350-400MHz; VHF : 136-174MHZ			
(b)	Channel Capacity	1024			
(c)	Zone Capacity	64			
(d)	Channel Spacing	25/20/12.5 kHz			
(e)	Operating Voltage	7.4V (Rated)			
(f)	Battery	2000mAh(Li-ion)Ni-MH-1500mah/2000mah/2200mah/2500mah			
(g)	Freq Stability	± 1ppm			
(h)	Antenna Impedence	50 Ohm			
(j)	Duty Cycle	100%			
(k)	Font Case	PC			
(l)	LCD Display	168 x 128 pixel, 1.8 inch, 4 row			
2.	**Transmitter Specifications**				
(a)	RF Power Output	UHF1/UHF3 High power : 4W UHF1/UHF3 Low power : 1W VHF High Power : 5W VHF Low Power : 1W			
(b)	FM Modulation	11KOF3E@12.5kHz ; 14OF3E@20kHz ; 16KOF3E@25kHz			
(c)	4FSK Digital Modulation	12.5kHz Data Only: 7K6OFXD ; 12.5kHz Data & Voice: 7K6OFXW			

(d)	Modulation limiting	+ 2.5kHz@12.5kHz + 4.0kHz@20kHz + 5.0kHz@25kHz			
(e)	FM Hums & Noise	40 dB@12.5kHz 43 dB@20kHz 45 dB@25kHz			
(f)	Adjacent Channel Power	60 dB @ 12.5 kHz ; 70 dB @ 20/25 kHz			
(g)	Audio Response	+1 -- -3dB			
(h)	Audio Distortion	< 3%			
(j)	Digital Vocoder Type	AMBE ++ or SELP			
(k)	Digital Protocol	ETSI-TS102 361-1, 2 & 3			
3.	**Transmitter Specification**				
(a)	Sensitivity	Analog : 0.3uV(12dB SINAD); 0.22uV(Typical)(12.5dB sinad) ; 0.4Uv(20Db sinad) Digital : 0.3uV/BER 5%			
(b)	Selectivity	TIA 603: 60dB@12.5kHz/70dB@20/25kHz ETSI: 60dB@12.5kHz/70dB@25/20kHz			
(c)	Intermodulatio n	TIA 603: 70dB@12.5/20/25kHZ ETSI: 65dB@12.5/20/25kHZ			
(d)	Spurious Response System	TIA 603: 70dB@12.5/20/25kHZ ETSI: 70dB@12.5/20/25kHZ			
(e)	Blocking	TIA 603 - 80dB ETSI - 84dB			
(f)	S/N	-40dB@12.5kHz; -43dB@20kHz; -45dB@2.5kHz			
(g)	Rated Audio Distortion	< 3%			
(h)	Audio Response	+1-- -3dB			
(j)	Conducted Spurious Emission	< -57 dBm			
4.	**Environmental Specifications**				
(a)	Operation Temperature	-30deg C -- +60deg C			
(b)	Storage Temperature	-40deg C -- +85deg C			
(c)	MIL Standard	Meets MIL-STD 810 C/D/E/F/G standard			
(d)	Dust & Water Instrusion	Meets IP67 Standards			
(e)	Humidity	Meets Per MIL-STD 810 C/D/E/F/G standard			
(f)	Shock & Vibration	Meets Per MIL-STD 810 C/D/E/F/G standard			
DIGITAL VHF REPEATER					
1.	**General specification**				
(a)	Freq Range	UHF 1:400-470MHz; UHF 2:450-520MHz; UHF 3:350-400MHz; VHF : 136-174MHZ			
(b)	Channel Capacity	16			
(c)	Zone Capacity	-			
(d)	Channel Spacing	25/20/12.5 kHz			
(e)	Operating Voltage	13.6V + 15%			
(f)	Battery	2000mAh(Li-ion)Ni-MH-1500mah/2000mah/2200mah/2500mah			
(g)	Freq Stability	+ 1ppm			
(h)	Antenna Impedence	50 Ohm			
(j)	Duty Cycle	100%			
(k)	Font Case	-			
(l)	LCD Display	220 x 176 pixel, 2.0 inch, 4 row			
2.	**Transmitter Specifications**				
(a)	RF Power	5 – 50W (adjustable)			

	Output				
(b)	FM Modulation	11KOF3E@12.5kHz ; 14OF3E@20kHz ; 16KOF3E@25kHz			
(c)	4FSK Digital Modulation	12.5kHz Data Only: 7K6OFXD ; 12.5kHz Data & Voice: 7K6OFXW			
(d)	Modulation limiting	+ 2.5kHz@12.5kHz + 4.0kHz@20kHz + 5.0kHz@25kHz			
(e)	FM Hums & Noise	40 dB@12.5kHz 43 dB@20kHz 45 dB@25kHz			
(f)	Adjacent Channel Power	60 dB @ 12.5 kHz ; 70 dB @ 20/25 kHz			
(g)	Audio Response	+1 -- -3dB			
(h)	Audio Distortion	< 3%			
(j)	Digital Vocoder Type	AMBE ++ or SELP			
(k)	Digital Protocol	ETSI-TS102 361-1, 2 & 3			
3.	**Transmitter Specification**				
(a)	Sensitivity	Analog : 0.3uV(12dB SINAD); 0.22uV(Typical)(12.5dB sinad) ; 0.4Uv(20Db sinad) Digital : 0.3uV/BER 5%			
(b)	Selectivity	TIA 603: 60dB@12.5kHz/70dB@20/25kHz ETSI: 60dB@12.5kHz/70dB@25/20kHz			
(c)	Intermodulatio n	TIA 603: 70dB@12.5/20/25kHZ ETSI: 65dB@12.5/20/25kHZ			
(d)	Spurious Response System	TIA 603: 80dB@12.5/20/25kHZ ETSI: 80dB@12.5/20/25kHZ			
(e)	Blocking	TIA 603 - 90dB ETSI - 90dB			
(f)	S/N	-40dB@12.5kHz; -43dB@20kHz; -45dB@2.5kHz			
(g)	Rated Audio Distortion	< 3%			
(h)	Audio Response	+1-- -3dB			
(j)	Conducted Spurious Emission	< -57 dBm			
4.	**Environmental Specifications**				
(a)	Operation Temperature	-30deg C -- +60deg C			
(b)	Storage Temperature	-40deg C -- +85deg C			
(c)	MIL Standard	-			
(d)	Dust & Water Instrusion	-			
(e)	Humidity	-			
(f)	Shock & Vibration	-			
POWER SUPPLY					
(a)		Rapid-rate Charger			
(b)		Vehicle Power Adapter (Output: 12V)			
(c)		Switching Power Adapter			
(d)		Multi-unit Rapid-rate Charger			
(e)		Battery Optimizing system			
		Six Unit Switching Power			
RF CABLE - RG 213					
(a)	Impedance	50 Ω			
(b)	Capacitance	98 pF/M			
(c)	Conductor	Strand Bare Copper Wire (7/0.752 mm)			
(d)	Shield Coverage	96%			
(e)	Minimum Bend Radius	42 mm			
(f)	Material	Strand Bare Copper Wire			

GP ANTENNA – 6.5 dB					
(a)	Frequency range	477MHz			
(b)	Gain	6.5-7dBi			
(c)	Cable	RG58 5m			
(d)	Connector	UHF Plug			
WHIP ANTENNA – 03dB					
(a)	Gain	3dB			
(b)	Input Impedence	50 Ohm			
(c)	Polarization	Vertical			
(d)	Max Power	50 W			

PLEASE NOTE :- ALL DETAILS IN PARAGRAPHS 2 ABOVE ARE MANDATORY. BIDS RECEIVED WITH INCOMPLETE DETAILS WILL BE SUMMARILY REJECTED AND NOT CALLED FOR TPC. RESPONSIBILITY FOR THE SAME WILL REST WITH THE BIDDER.

3. Technical Evaluation:-

(a) Comments must be offered on each QR mentioned above. No QR should be left blank. Make & Model of the equipments must be shown against each.

(b) The above points are not exhaustive. All points considered essential should be listed here. Additional points/facilities available are required to be highlighted and may also be included

(c) Technical literature will be made available in full.

(d) Vendors will not only endorse remarks like complied against the QR's asked, but will also specify how the same will be achieved by him.

(e) Part-I of the quotations will be evaluated by Tech Evaluation Committee for technical evaluation and evaluation of documents.

(f) The item will be tested and trial evaluated after delivery before final acceptance.

(g) 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.

(h) The commercial bids of only those vendors will be opened whose technical bids are found to be complete in all respects by the TEC and whose item/merchandise offered conform to the specifications as laid out by the purchaser in the GSQR and any such document. The said commercial bids will be evaluated by Tender Purchase Committee which shall be constituted by Headquarters DGBR. Tender purchase committee will recommend the vendor whose offer is commercially acceptable, henceforth referred to as the L1 vendor. The decision of the purchaser will be final in this respect.

(j) The L1 tender shall be considered further for placement of Contract/Supply Order after complete clarifications and price negotiations, if considered necessary, by the competent authority.

(k) The terms and conditions as mentioned in tender enquiry letter referred to above have been carefully read by me/us and are accepted by the company and we will abide by them

Date :

(Authorized Signatory)
(Company Stamp & Signature)

Place :

4. **<u>Packing Materials.</u>** All packing cases, container, packing and other similar materials shall be supplied free of cost by the firm and shall not be returned unless otherwise specifically agreed upon.

5. **<u>User manual.</u>** User manual (where OEM provides) at the scale of one manual per set will be provided at no additional cost.

6. **<u>Deliveries and Implementation Schedule</u>.** Delivery period for supply of items will commence from the effective date of contract which would include the time for delivery of stores, inspection of stores and preparation of CRV. 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.** The contract shall come into effect from the date of acknowledgement of receipt of Supply Order or the eighth day of issue of supply order, whichever is earlier. This date will be treated as effective date of the contract. The time frame for delivery of the stores and equipment is given below.:-

(a) Delivery of stores within 30 (Thirty) days at Seema Sadak Bhawan, Ring Road, Naraina, Delhi Cantt New Delhi – 110010.

(b) Execution of work/Installation within 15 (Fifteen) days after complete delivery of stores.

(c) Training and Acceptance testing within 15 (Fifteen) days after successful execution/installation at Seema Sadak Bhawan, Ring Road, Naraina, Delhi Cantt – 110010.

(d) The firm should commence the supply of all items/stores imdt on receipt of Supply Order and it should be completed within **30 days** from the effective date of the contract. In case the firm anticipates delay in supply due to any unforeseen reason(s), the firm within 10 (ten) days will bring it to the notice of the purchaser who after ascertaining the reason(s) as valid and beyond firm's control may give extension of time.

(e) However, purchaser reserves the right to recover from the firm liquidated damages and not by way of penalty, a sum of 0.5% of the price of any stores, for delay of every week or part there of, subject to a maximum of 10% of undelivered goods, which the firm has failed to deliver within the stipulated period.

(f) In case the firm further fails to deliver the stores within stipulated period, the supply order may be cancelled and acceptance of late supplies refused, at the sole risk and cost of the supplier. The decision of the purchaser to purchase the material at the risk and cost of the supplier shall be final and binding.

7. **<u>Consignee Details</u> :**

Director Signals
E2 Signals
HQ DGBR
Ring Road, Naraina
Delhi Cantt - 110010

8. **<u>Inspection</u>**.

(a) 100% stores will be subject to physical inspection by a Board of Offrs detailed by the purchaser to ascertain that they conform to the samples/ specifications as laid down in the supply order. Authorized Representative of the firms will be present during inspection. In case the stores are not found to be conforming to the laid down samples/specifications, the authorized representative of the firm will be intimated by the checking Board of officers *in situ* with a copy of such intimation to Chairman TPC. The defective stores will be removed and replaced by the stores of correct specifications by the supplier at his own expense within a period of 15 days of inspection. In case of any dispute, decision of the purchaser will be final and binding.

(b) The firm would be required to provide the Standard Acceptance Test Procedure (ATP), which the Board of Officers would have the right to modify.

(c) The item should be of latest manufacture conforming to the current production standard having 100% defined life at the time of delivery.

9. **Installation and Configuration**. After completion of delivery of complete consignment, **15 days** from the date of preparation of Certified Receipt Voucher (CRV) will be given to the supplier for installation, configuration and Acceptance Test Procedure (ATP).

10. **Acceptance Test**. After successful installation of the complete stores, the same will be subjected to Acceptance Test Procedure to test individual component and successful integration of components. The acceptance test will be coordinated and supervised by Director Signals, Seema Sadak Bhawan, Ring Road, Naraina, Delhi Cantt – 110010. He will issue an Acceptance Test Certificate on successful completion of acceptance testing. **The warranty period of the complete equipment will commence with effect from the date of issue of Acceptance Test Certificate.**

11. **Trial Cum Training During the Acceptance Testing**. Vendor will have to undertake a detailed trial cum training at E2 Signals section, Seema Sadak Bhawan, Ring Road, Naraina, Delhi Cantt – 110010 for a duration of three consecutive days for a batch of three personnel.

12. **Software Updates.** Vendor will guarantee provision of all software updates, depending upon the option to be exercised by the user, for a period of five years after expiry of warranty period on chargeable basis. However, if the upgrade is provided free by the O.E.M, the same will be passed on to the user free of cost.

PART III – STANDARD CONDITIONS OF RFP

The Bidder is required to give confirmation of their acceptance of the Standard 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 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 from the date of acknowledgement of receipt of Supply Order or the eighth day of issue of supply order, whichever is earlier. The contract shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services will 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 dispute or difference arising between the parties thereto, pertaining to this agreement, will be discussed and sorted out with the **Addl Dir Gen Border Road, HQ DGBR** and authorized nominee of vendor. Only exceptional cases which are not resolved after mutual discussion and if mutual disagreement persists, will be referred to the Arbitrator to be nominated by the **DGBR, HQ DGBR.** The venue of such Arbitration shall be at TP DTE HQ DGBR. The award of the sole Arbitrator will be binding on both parties. 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 two days after the scheduled date of delivery.

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

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

11. **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.

12. **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 entrained 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) **Customs Duty :–**

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

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

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

(c) **Excise Duty :-**

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

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

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

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

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

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

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

(ad) Unless otherwise specifically agreed to in terms of the contract, the Buyer shall not be liable for any claim on account of fresh imposition and/or increase of Excise Duty on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.

(d) **Sales Tax / VAT :-**

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

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

(e) **<u>Octroi Duty & Local Taxes</u> :-**

(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 by-laws/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, IDBI Bank or HDFC Bank Ltd.) for a sum equal to **10%** of the contract value within **30 days** of receipt of the confirmed order. The bank guarantee will be made in favour of **DGBR, Headquarters DGBR** and it 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). The Bank Guarantee will be returned to the supplier on successful completion of all his obligations under the contract. In case the execution of the contract is delayed beyond the contract period and the purchaser, with or without LD, grants extension to delivery period, the supplier must get the BG revalidated, if not valid already. The Performance Bank Guarantee/Bank Draft submitted as Earnest Money Deposit will only be returned to the firm on receipt of this Performance Bank Guarantee.

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). The payment will be made as per the following terms, on production of the requisite documents :-

(a) First 70% of the total cost of the project shall be released after complying with following conditions:-

(i) Delivery of complete stores.
(ii) Board proceedings (IAFD-931), confirming inspection and acceptance of stores by Board of Officers.
(iii) Preparation of CRV.
(iv) Submission of Performance Bank Guarantee for a sum of 10% of the total cost of the project.
(iv) Submission of photocopy of ECS mandate form and PAN Card
(v) Submission of Sales Tax cert for the amount claimed in the commercial bid (If sales tax is claimed in the financial bid)

(b) Second 20 % of the total project cost will be paid after complying with following conditions :-

(i) Satisfactory installation of the complete system

(ii) Receipt of Installation and Acceptance Test Certificate jointly signed by the representatives of Army and Vendor.

(c) Balance 10 % of the total project cost will be paid after 30 days of acceptance test subject to certification of satisfactory performance of the complete system by Sig Sec, HQ DGBR.

(d) Cases where Sales Tax/VAT is charged, the firm will quote his sales Tax/ VAT registration number and endorse the following certificate on the bill.

"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 there 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 there under".

(e) The payment of all taxes/duties (Custom duty, Central Sales Tax, Excise duty, VAT other charges etc) will be paid on receipt of documentary proof.

(f) No Insurance charges will be paid by the Department.

4. **Custom Duty Exemption Certificate**. Custom Duty levied is exempted under current rules and regulations in force for Government and general imports including Defence. **Custom Duty Exemption, if required will be provided by the Army for which requisition will be submitted by the firm after receipt of supply order.**

5. **Advance payments.** No advance payment (s) will be made.

6. **Paying Authority** :-

(a) **PCDA, HQ DGBR, Nariana, New Delhi 110010**. The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill :-

(i) Ink-signed copy of Contractor bill.

(ii) Ink-signed copy of invoice bill.

(iii) Delivery Challan, 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.

(iv) Guarantee / Warranty certificate.

(v) Performance Bank Guarantee.

(vi) 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).

(vii) Submission of sales tax cert (If sales tax is claimed in the financial bid) and photocopy of PAN Card

7. **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, he shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:-

(i) Exports by the Seller.

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

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

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

(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 - ....".

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.

9. **Force Majeure clause.**

(a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military 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 06 (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 Tender Enquiry 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, indigenization 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 alongwith 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.** Following will be provided by the bidder failing which the bid will tend to be rejected:-

(a) All bidders who are not OEMs of the equipment they are offering, shall produce ink signed certificates from the respective OEMs, giving reference of this Tender Enquiry, authorizing the bidder to offer their equipment and a commitment to provide maintenance support during the warranty period and during the period of the AMC (if entered into with the bidder by the buyer).

(b) OEM certificate stating that in case the authorized dealer/ distributor fails to repair/ maintenance the equipment during the warranty/ AMC, the responsibility for maintenance of the equipment provided would then be taken over by the OEM.

(c) The complete contact details of the OEM (Name and designation of contact person, postal address, e mail ID and telephone & FAX numbers) will be furnished and the buyer may at his discretion verify the authorization from the OEM, failure of which may result in the bidder being black listed and / or barred from participating for any future tender of this Headquarters.

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

13. **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."

14. **Warranty**. The items supplied against the contract shall be under a warranty against defective design, material, workmanship, performance for a period of **36 months** from the date of signing of ATP. The vendor will ensure during the warranty period that all the supplied stores continue to function as per the parameters mentioned in technical specification. During warranty period, maintenance of all stores including replacement and repair/fault rectification shall be undertaken by the vendor, who will be responsible for the maintenance/preventive maintenance of the complete system. Any malfunctioning or defective items shall be replaced by the vendor free of cost at consignee's site as early as possible, under the following conditions:-

(a) Any failure in the system of a subsystem thereof should be rectified within a maximum period of 48 hours of lodging a complaint including loading the operating software if required.

(b) If the system is down beyond 48 hours, penalty at the rate of Rs. 500/- (Rupees five hundred only) per day per system will be charged or recovered out of the Bank Guarantee held towards warranty. In case of any system/subsystem being down for more than seven working days, user has the option to get it repaired from any suitable agency at the risk and cost of vendor.

(c) Any system failing at subsystem level three times within a period of three months or displaying chronic faulty behaviour or manufacturing defects or quality control problems will be totally replaced by the vendor at his risk and cost within 30 days of being intimated.

15. **Annual Maintenance Contract (AMC).** 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 **Seven** years. The AMC services should cover the repair and maintenance of all the equipment and systems purchased under the present Contract. The 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 the operating base to carry out functional check ups and minor adjustments/tuning as may be required.

(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 equipment/system serviceable.

(b) **Response time**. The response time of the Seller should not exceed **24** hours from the time the breakdown intimation is provided by the Buyer.

(c) Serviceability of **99%** per year is to be ensured. This amounts to total maximum downtime of **04** days per year. Also unserviceability should not exceed **02** 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 **02** 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.

(f) During the AMC period, the Seller shall carry out all necessary servicing/repairs to the equipment/system under AMC at the current location of the equipment/system. Prior permission of the Buyer would be required in case certain components/sub systems are to be shifted out of location. On such occasions, before taking over the goods or components, the Seller will give suitable bank guarantee to the Buyer to cover the estimated current value of item being taken.

(g) The Buyer reserves its right to terminate the maintenance contract at any time without assigning any reason after giving a notice of **01** 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.

(h) Bank Guarantee of 10% of the AMC value will be provided for the duration of AMC period.

(j) Payment of AMC will be made half yearly on the production of Satisfactory Performance Certificate.

16. **Risk and Expense Clause for AMC.**

(a) Vendor shall be duty bound to provide AMC cover for the period of **seven years, from the date of signing of Acceptance Test Report**, as specified in the supply order, if so desired by the user.

(b) **The seller will furnish a Maintenance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank, AXIS Bank Ltd or HDFC Bank Ltd) for a sum equal to 10% of the AMC value on yearly basis before the commencement date of AMC. Maintenance Bank Guarantee will be valid till for atleast two months beyond the date of completion of AMC.** Risk and Expense maintenance as specified below shall be applicable during the AMC period. Payment documents for the previous period shall not be processed unless AMC agreement for the subsequent year is made. In addition PBG will be encashed in case of refusal of AMC cover for subsequent years.

(c) **Risk and Expense Maintenance**. It will be undertaken by the user in the event supplier fails to honour the contracted obligations within the stipulated period as specified in AMC. The supplier shall be issued with proper notice before resorting to risk maintenance. In case risk maintenance is resorted to, the supplier is liable to pay the amount spent by the Government, if any in obtaining the said services through a fresh contract i.e the defaulting supplier has to bear the cost incurred on maintenance services. Factors like method of recovering such amount will be considered by the user while taking a decision to invoke the provisions of risk maintenance

17. Special Conditions. Registered bidders (DGS&D, DGQA, NSIC,OFB or any other central registration authority) must enclose a duly authenticated copy of proof of registration. It is mandatory for Unregistered bidders to fulfill the following special conditions for their Tender to be considered :-

(a) The following documents duly authenticated will be submitted along with your technical bid :-

(i) Trade License/manufacturing license

(ii) Permanent Sale Tax regn No.

(iii) Sale Tax clearance certificate indicating the amount of sales tax paid in last three Financial Years.

(iv) Technical Brochure from the OEM .

(v) Copy of PAN.

(vi) IT Clearance Certificate duly certified by your chartered accountant.

(b) Proof of execution of at-least one Institutional supply order of equivalent or higher quantity or 2 supply orders of 50% of quantity within last 2 years, preferably with Army/defence/other Govt. purchaser, if held.

(c) Proof of ISO certification if held.

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 Bidders are required to spell out the rates of Customs duty, Excise duty, VAT, Service Tax, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty / Excise Duty / VAT is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entrained after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs duty / Excise Duty / VAT duty upto any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of Customs duty / Excise Duty / VAT, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes livable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and VAT also.

(d) 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.

(e) 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.

2. The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given 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 (Excluding AMC) would be the deciding factor for ranking of Bids :-

Ser No	Particulars of Items	A/U	Qty	Unit Price	Total
1.	Digital VHF Base Radio (50 W)	Nos	2		
2.	Digital VHF Hand Held Radio (5W)	Nos	5		
3.	Digital VHF Repeater (50W)	Nos	1		
4.	Power Supply Unit for Base Radio	Nos	2		
5.	Power Supply Unit for Repeater	Nos	1		
6.	RF Cable	Mtr	30		
7.	G.P. Antenna	Nos	2		
8.	Whip Antenna	Nos	5		
(n)	**Total Cost of Basic Equipments**				
(o)	Sales Tax (if any)				
(p)	Installation/Commissioning Charges (If any)				
(q)	Service Tax (if any)				
(r)	Freight Charges (if any)				
(s)	VAT (if any)				
(t)	Other Taxes (if any)				
(u)	**Total Project cost including all taxes less custom duty**				
(v)	Amount of Custom Duty payable (if any)				
(w)	**Total project cost including all taxes and custom duty**				
(x)	Rate of AMC offered per year with amount **(Items not covered under AMC (If any) will be categorically mentioned by the Bidder)**				

<u>Note</u>

1. Unit price should be excluding all Government duties. Duties/Taxes etc should be specified separately giving the current rate as applicable

2. Installation/Commissioning charges should be mentioned separately. It can not be clubbed together with Basic Cost of equipments.

3. AMC charges will not be included for calculating the LI bidder. The AMC will however be negotiated during Price Negotiations.

4. In case of cables, price to be quoted for 100m and will be paid on actual usage.

(Signature of Tenderer)

Date ……………………..

PLEASE SPECIFY THE FOLLOWING

ALL COLUMNS ARE TO BE FILLED OTHERWISE THE OFFER IS LIABLE TO BE REJECTED

1.	Discount, if offered (Answer in YES/NO)	
2.	Indicate the amount of discount	
3.	Is Excise Duty is extra? (Answer in YES/NO)	
4.	If Excise Duty is extra, indicate the extent/current rate of Excise duty leviable for item.	
5.	Surcharges on Excise duty	
6.	Is Sales Tax is extra? (Answer in YES/NO)	
7.	If Sales Tax is extra, indicate the rate against the Concessional Form	
8.	**Is Customs Duty Exemption Certificate (CDE) required? (Answer in YES/NO) If CDE is required indicate and enclose the notification under which CDE can be issued.**	
9.	If CDE is required indicate **CIF** value of stores to be imported.	
10.	If CDE is required indicate the Customs Duty payable.	
11.	Is your company exempted from payment of Sales Tax and Excise Duty? (Answer in Yes/No)	
12.	Any other duty/levy	
13.	Details of EMD	
14.	Acceptance of Performance Bank Guarantee on confirmation of order	
Note: the tenderers are required to spell out the rates of Customs duty, Excise duty, sales tax, in unambiguous terms, otherwise their offers will be loaded with the maximum rates of duties and taxes for the duties and taxes for the purpose of comparison of prices.		

(______________________)
(Signature of Tenderer)

Dated…………………