

REQUEST FOR PROPOSAL
(MGO PPO, IHQ of MoD, India)

INVITATION OF BIDS FOR SUPPLY OF 08 X SPARES OF ZU 23 MM TWIN GUN
AND 10 X SPARES OF 23MM SCHILKA GUN

Request for Proposal (RFP) No A/16930/IND/23MM TWIN GUN & 23MM SCHILKA
GUN/10(I)/OS-15 dt 17 APR 2018

1. The Online Bids under **Global Tender Enquiry (GTE)** (Two Bid System) are invited for supply of item listed in Part II of this RFP. Approved vendors also need to submit both the bids. The tender reference can be viewed and downloaded at <https://eprocure.gov.in/eprocure/app>.
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	DDG PPO, Room No. 214, D-1 Wing, Sena Bhawan, Integrated HQ of MoD(Army), New Delhi-110 011
(b)	Postal address for sending original documents (EMD, Tender fee specified in paragraph 3(a) of part – 1 of RFP)	DDG PPO, Room No. 214, D-1 Wing, Sena Bhawan, Integrated HQ of MoD(Army), New Delhi-110 011
(c)	Name/designation of the contact personnel	AMGO (SSA), MGO/PPO-5
(d)	Telephone numbers of the contact personnel	+ 91 11 23018626
(e)	E-mail ids of contact personnel	classic@nic.in
(f)	Fax number	+91 11 23793337

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. **Important Instructions.** Please note the following:-
 - (a) Your quotation must indicate unconditional acceptance of all terms and conditions of this RFP, failing which it is liable to be rejected. You may, however, indicate desired terms and conditions which may be accepted / rejected at the sole discretion of the buyer. Certificate with respect to unconditional acceptance must be put in Technical Bid as per format attached as **Appendix A.**
 - (b) As per RBI PAD, New Delhi ruling, Government Departments maintaining accounts with PAD, New Delhi are to switch over to electronic mode for making payment to vendors and others. Hence details will be submitted as per Para 3(b)(vii) of RFP Part I.
5. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

PART- I GENERAL INFORMATION

1. **Critical Dates.** The critical dates with respect to the Tender are as follows:-

S. No	Item	Date	Time
(a)	Published date	17 Apr 2018	1700h
(b)	Bid Document Download	17 Apr 2018	1700h
(c)	Clarification Start date	17 Apr 2018	1700h
(d)	Pre Bid meeting		If required.
(e)	Bid submission start	18 Apr 2018	1100h
(f)	Clarification End Date	28 May 2018	1700h
(g)	Bid Submission End	18 Jun 2018	1100h
(h)	Opening of Tender Box for Physical Verification of Documents	18 Jun 2018	1100h
(j)	Technical Bid Opening start (Online)	18 Jun 2018	1500h
(k)	Uploading of TEC Report	Will be intimated after Technical evaluation	

(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).

2. **Mode of Tender.** **Global Tender Enquiry (GTE) (TWO BID SYSTEM).**
3. **Manner of Depositing the Bids.** The bids will be submitted in the following manner:-

(a) **Physical Deposition.** The original of Earnest Money Deposit (EMD) instruments as per Para 16 of Part-I of RFP shall be submitted physically in the sealed condition in the Tender Box marked as **TENDER BOX, MGO/PPO at the location mentioned at Paragraph 4 below** prior to bid submission closing date in an envelope duly marked with Tender ID along with a covering letter under company letter head. Following are to be noted:-

- (i) In case EMD is exempted, necessary proof of exemption be submitted online.
- (ii) The above documents can also be sent by registered post at the address given above so as to reach by the due date and time.
- (iii) The documents deposited in any other tender box shall not be considered and will be rejected.
- (iv) If the documents are being sent through international/local courier service providers, the courier service provider may be advised to telephonically inform AMGO (SSA), MGO PPO-5 before depositing the bids in tender box to avoid rejection due to deposition of bid in wrong tender box.
- (v) In case of non receipt of Physical Documents, the online bids will be considered non compliant to RFP hence it will be rejected. No responsibility will be taken for postal delay or non delivery/ non-receipt.
- (vi) The envelope must have the tender reference written on it.

(b) **E-Bid Cover-I (ON LINE).** Cover I will contain the Technical Bids consisting of following scanned Documents converted in a single PDF file in following sequence :-

- (i) Proof of valid Registration/renewal of registration. The status of Bidder will be considered as existing on the date of Technical bid opening.
- (ii) PAN No, GSTIN Registration.

- (iii) **Tender Conditions Acceptance Certificate.** Unconditional acceptance of all the tender conditions of online RFP as per ‘**Appendix A**’ on Firm’s letter head alongwith photos/technical details of items being supplied be uploaded. If the Certificate is signed by legally authorised signatory, a copy of the authorisation letter be uploaded.
- (iv) EMD documents or the exemption certificate as applicable.
- (c) **E-Bid Cover-II (ON LINE).** Commercial bid packet consisting of “**BOQ**” (Bill of Quantities) in the Excel Sheet downloaded from the <https://eprocure.gov.in/eprocure/app> will be submitted online as Cover II.
- (d) Instructions for bidders to understand before filing the online bids are at **Appendix ‘C’**.
- (e) Besides the documents specified above for ‘On Line’ submission, in case the bidder submits any other document (like technical information) ‘on line’, hard copy of the same is also required as per instructions at Paragraph 3 (a) above.
4. **Time & date of Opening of Bids.** The online Bids submitted bidders will be opened online on 18 Jun 2018 at 1500h.
5. **Location of the Tender Box:** **Near Gate No.1, Sena Bhavan, Integrated HQ of MOD(Army), New Delhi-110 011.** Only those Physical documents that are found in the tender box will be opened. Documents dropped in the wrong Tender Box will be rendered invalid.
6. **Place of opening of the Bids:** **DDG/PPO, Room No. 214, D-1 Wing, Sena Bhavan, Integrated HQ of MOD(Army), New Delhi-110 011.**
7. **Two –Bid system**
- (a) The Technical Bids shall be opened as per critical date sheet mentioned in this tender document. Evaluation of technical Bid along with requisite documents received in physical form as well as documents uploaded online by the bidders will be carried out off line by Technical Evaluation Committee. The TEC will confirm that the items being offered meet the requirement asked for in the RFP and the offers comply to the RFP Terms and Conditions. The results of the final technical evaluation will be uploaded on the Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>).
- (b) The Commercial Bids of only those Bidders whose technical including trials bids meet all the stipulated (Technical) requirements shall be opened. The date of opening will be intimated to the Bidders through Central public Procurement Portal (<https://eprocure.gov.in/eprocure/app>).
8. **Forwarding of Bids** – Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like complete postal, e-mail address, Fax No & Telephone no of their office.
- (a) The documents specified in Para 3 (a) to be deposited physically as per instructions at Para 4 above. The physical receipt of these documents is mandatory.
- (b) The technical bids shall not be accepted if these documents are not received prior to bid opening. The **TECHNICAL** and **COMMERCIAL** bid will be submitted “**Online Only**”.
- (c) The **TECHNICAL BID and the COMMERCIAL BID should be submitted by the bidder duly digitally signed by the legal owner of the firm or the person authorized by him to do so. Instructions for Online Bid Submission** to the Bidders to submit the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app> are attached as **Appendix ‘B’**.
9. Commercial Bids will be opened only of those vendors offering items which are RFP complaint and whose items are found acceptable after technical evaluation as mentioned in above.

10. **Clarification regarding contents of the RFP.** A prospective bidder who requires clarification regarding the content of the bidding documents, shall notify to the Buyer in writing about the clarification sought not later than **14 days** prior to the date of opening of the Bids.
11. **Modification and Withdrawal of Bids.**
- (a) The Bidder may modify (resubmit) his bid after submission, as per the provisions available on the portal. No bid shall be modified after the deadline for submission of bids.
- (b) In order to promote wider participation and ease of bidding, no cost of tender document may be charged for the tender documents downloaded by the bidders.
- (c) No bid may be withdrawn in the interval between the deadline for submission of bids and expiry of the period of the specified bid validity. Withdrawal of a bid during this period will result in forfeiture of Bidder's Bid Security/ EMD.
12. **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.
13. **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.
14. **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.
15. **Validity of Bids.** The Bids should remain valid till **180 DAYS** from the last date of submission of the Bids.
16. **EMD.** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs 30,00,000/- (Rupees Thirty Lakhs Only)** in the name of 'The President of India' payable at New Delhi 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-13 (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 for the same item/range of product/goods or service 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 is placed at Appendix `B` of Draft RFP.

2. **Technical Details :-**

- (a) Specifications/drawings, as applicable – **will be shared on as required basis.**
- (b) Technical details with technical parameters - **will be shared on as required basis.**
- (c) Requirement of training/on-job training - **NIL**
- (d) Requirement of installation/commissioning – **NIL**
- (e) Requirement of Factory Acceptance Trails(FAT), Harbour Acceptance Trails(HAT) and Sea Acceptance Trials(SAT) - **NIL**
- (f) Requirement of Technical documentation - **As per RFP**
- (g) Nature of assistance required after completion of warranty - **NIL**
- (h) Requirement of pre-site/equipment inspection - **As per Part IV of RFP.**
- (j) Any other details, as considered necessary – **NIL**

3. **Delivery Period** - Delivery period for supply of items would be **within 180 days** from the effective date of contract as per mutual agreement. 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.

4. **INCOTERMS for Delivery.**

- (a) For Foreign Vendors: CIP New Delhi Airport.
- (b) For indigenous Vendor : COD Jabalpur

5. **Consignee details.**

(a) **Ultimate Consignee.**

Commandant,
Central Ordnance Depot
Jabalpur (Madhya Pradesh),
India.

(b) **Port Consignee.**

Commandant
COD Delhi Cantt,
New Delhi
INDIA

PART-III STANDARD CONDITIONS OF RFP

The Supplier 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 Supplier (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 Supplier.

1. **Law.** The Contract shall be considered and made in accordance with the laws of the Government of India. The contract shall be governed by and interpreted in accordance with the laws of the Government of India.

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

3. **Arbitration.** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Form DPM-07 (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 Government of India for showing or forbearing to show favour or dis-favour 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 offence 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 recovery 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 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/ammunition, 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 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/services.

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) When the supplier fails to honour any part of the contract including failure to deliver the contracted stores/render services in time.
- (b) Any special circumstances, which must be recorded to justify the cancellation or termination of a contract.
- (c) The delivery of the material is delayed for causes not attributable to Force Majeure for more than 06 (six) months after the scheduled date of delivery.
- (d) The Seller is declared bankrupt or becomes insolvent.
- (e) The delivery of material is delayed due to causes of force Majeure by more than 03 (three) months provided force Majeure clause is included in contract.
- (f) 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.
- (g) 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) **In case of Foreign Seller.** All taxes, duties, levies and charges which are to be paid for the delivery of goods after the contract, shall be paid by the parties under the present contract in their respective countries.

(b) **In case of Indigenous Seller.**

(i) **General.**

(aa). If Bidder desires to ask for Goods and Services Tax 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.

(ab). If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entreated after the opening of tenders.

(ac). 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.

(ad). 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.

(ae). 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.

(ii) **Customs Duty.**

(aa) 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.....

(ab). 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.

(ac). 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.

(iii) **Goods and Services Tax (GST).**

(aa) Where the GST 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.

(ab). Bidders should note that in case any refund of GST 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 GST, 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 GST 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.

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

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

(aab). 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.

(aac). 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 GST 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.

(aad). 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 GST on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.

(ae) If it is desired by the Bidder to ask for GST 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 GST and no liability of GST will be developed upon the Buyer.

(af) On the Bids quoting GST extra, the rate and the nature of GST alongwith HSN Code applicable at the time of supply should be shown separately. GST 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 GST and the same is payable as per the terms of the contract.

(iv) **Octroi Duty & Local Taxes.**

(aa) 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.

(ab). 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 CONDITION OF RFP

The Supplier 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 Supplier (i.e. Seller in the Contract) as selected by the Buyer, Failure to do so may result in rejection of Bid submitted by the Supplier.

1. **Performance Guarantee.**

(a) **Indigenous cases.** 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).

(b) **Foreign cases.** (Performance-cum-Warranty Bank Guarantee).

(i) The Seller will be required to furnish a Performance-cum-Warranty Bank Guarantee by way of a Bank Guarantee from the Seller's Bank through a bank of international repute equal to **ten percent (10%)** of the total value of the contract in contracting currency e.g. for US \$ (US Dollars only) within 30 days of signing of contract.

(ii) The Bank Guarantee will be in favour of the Govt of India, Ministry of Defence and shall be considered open upon receipt by the Buyer's Bank/Buyer. The specimen of PBG-cum-WBG is given in Form DPM-15 (Available in MoD website).

(iii) The acceptability of Bank Guarantee will be based on advice received from SBI, Foreign Division Branch. In case the advice of SBI is that the Bank Guarantee not being from a bank of international repute with satisfactory country rating and/or a confirmation of a reputed Indian bank if required to be obtained, then the guarantee will got confirmed (by the seller at his cost) by an Indian Public sector bank or a private sector bank duly authorised by RBI to conduct government business (ICICI Bank Ltd/Axis Bank Ltd/HDFC Bank Ltd).

(iv) The PBG-Cum-WBG shall remain valid upto 60 days beyond the warranty period of last consignment.

(v) In case of any claims or any other contractual obligation being outstanding, the Seller will extend the PBG-Cum-WBG as asked for by the Buyer till such time as the Seller settles all claims and completes all contractual obligation. The PBG-Cum-WBG will be subject to encashment by the Buyer, in case the conditions regarding adherence to delivery schedule, settlement of claims and other provisions of the contract are not be filled of the seller.

2. **Option Clause.** The contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Supplier is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.

3. **Repeat Order Clause.** The contract will have a Repeat Order Clause, wherein the Buyer can order up to 50% quantity of the terms under the present contract within six months from the date of

supply/successful completion of this contract, the cost, terms & conditions remaining the same. The Supplier is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.

4. **Tolerance Clause.** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to 25% plus/minus increase or decrease the quantity of the required goods up to that limit without any change in the terms and conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

5. **Payment Terms for Indigenous Sellers** - It will be mandatory for the Bidders to indicate their bank account numbers and other relevant 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). **Seventy Five percent (75%)** of the Payment will be made against Inspection note, Proof of despatch, duly supported by Xerox copy of the Bank Guarantee and against Consignee's provisional receipt. Balance of **Seventy Five percent (25%)** will be paid on receipt of items in good condition by consignee(s) along with user's certificate of complete Installation and successful commissioning.

6. **Payment terms for Foreign Sellers.** **Seventy Five percent (75%)** of the payment will be arranged through an irrevocable Letter of Credit from State Bank of India/Bank of Baroda/Canara Bank/Syndicate Bank New Delhi as decided by the Buyer, to the Bank of the Foreign Seller. The Seller will give a notification within 45 days from date of signing of contract about the readiness of goods for full consignment value. Letter of Credit is to be opened by the Buyer within 45 days of receipt of readiness of goods and PBG-cum-WBG from the firm. The Letter of Credit will be valid for 90 days from the date of its opening, on extendable basis by mutual consent of both the Seller and Buyer. **Balance Twenty Five percent (25%)** payment will be made by Direct Bank Transfer on successful completion of Joint Receipt Inspection (JRI) of the last consignment on submission of **Three Ink-signed invoices for the balance amount and one ink-signed copy of JRI report by the Seller.**

7. **Advance Payment:** No Advance payment(s) will be made.

8. **Payment Authority.**

Foreign Sellers . (PCDA HQ, 'G' Block, New Delhi-110 011). Paid shipping documents are to be provided to the Bank by the Seller as proof of dispatch of goods as per contractual terms so that the Seller gets payment from LC. The Bank will forward these documents to the Buyer for getting the goods/stores released from the Port/Airport. Documents will include:-

- (i) Full set of originals clean on Board Airway Bill/Bill of Landing.
- (ii) Invoice-I Original + 5 copies
- (iii) Packing List- 6 copies
- (iv) Certificate of Origin from Seller's Chamber of Commerce, if any.
- (v) Certificate of Quality and current manufacture from OEM.
- (vi) Dangerous Cargo certificate, if any.
- (vii) Insurance policy of 110% of stores value if CIF / CIP contract
- (viii) Certificate of Conformity & Acceptance Test at PDI, if any.
- (ix) Physio-sanitary / Fumigation Certificate, if any.
- (x) Performance Bond / Warranty Certificate.

9. **Fall clause.** The following fall clauses will form part of the contract placed on successful Supplier-

(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/Organization including the purchaser or any department of the Central Government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply orders placed during the currency of the rate contract is completed.

(b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organization including the Buyer or any Dept, of central Govt., or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract shall forthwith notify such reduction or sale or offer of sale to the Director General of Ordnance Services 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/organization 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 -”.

10. **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 organisation of the respective country shall be sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for 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.

11. **Specification.** The following Specification clause will form part of the contract placed on successful Supplier- 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 up gradation/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 along with necessary tools as a result of up gradation/alterations will be provided to the Buyer free of cost within 90 days of affecting such up gradation/alterations.

12. **OEM Certificate.** In case the Supplier 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.

13. **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.

14. **Earliest Acceptable Year of Manufacture.** **The items supplied must be unused and of latest manufacture. Vendor to provide life certificate for year of manufacture in E Bid Cover I.** Quality & Life certificate for the spares supplied will need to be enclosed with the Bill.

15. **Buyer Furnished Equipment.** The required equipments will be provided by the Buyer at his expense to the Seller to carry out fitment and functional trials as per requirements before acceptance of such items

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

(a) The stores shall be delivered at **CIP, New Delhi Airport.**

(b) The stores should be shipped preferably by Indian flag vessels or by vessels belonging to the Conference lines in which India is a member country. However, if an Indian flag vessel or vessel of Conference Lines is scheduled to arrive at the specified port of loading later than 15

days of readiness or on routes where Indian vessels/Conference Lines vessels do not ply etc. the seller may arrange for shipment of the cargo by alternative carrier with the prior written permission of the buyer.

(c) The date of issue of the Airway Bill / Bill of Lading shall be considered as the date of delivery.

(d) No part shipment of goods would be permitted. Trans-shipment of goods would not be permitted. In case it becomes inevitable to do so, the Seller shall not arrange part-shipments and/or transshipment without the express/prior written consent of the Buyer.

(e) The Seller can still utilize the services of the MoD, Govt of India Freight Forwarding Agent details for which will be provided by the Buyer.

(f) Seller will be required to communicate the following information invariably by telex/signed in case of import of Defence Stores being brought in commercial ships to Embarkation Head Quarters concerned 14 days in advance before the Ship sails the port of loading:-

- (i) Name of the Ship
- (ii) Port of Loading and name of Country.
- (iii) ETA at port of Discharge i.e. Mumbai, Kolkata, Chennai and Kochi.
- (iv) Number of Packages and weight.
- (v) Nomenclature and details of major equipment.
- (vi) Alongwith copy of Invoice, Packing List & Bill of Lading/Airway bill.
- (vii) or 03 days in advance before Air Craft departs from the airport of departure.
- (vi) Special instructions, if any stores of sensitive nature requiring special attention.

17. **Air Lift:** The following Airlift clause will form part of the contract placed on successful Bidder – Should the Buyer intend to airlift all or some of the stores, the Seller shall pack the stores accordingly on receipt of an intimation to that effect from the Buyer. Such deliveries will be agreed upon well in advance and paid for as may be mutually agreed.

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

(a) The Seller shall provide packing and preservation of the ammunition and 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 completed 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) Ultimate consignee
 - (iv) SELLER
 - (v) Package Number
 - (vi) Gross/Net weight
 - (vii) Overall dimensions/volume
 - (viii) 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 ammunition 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.

19. **Quality**. The quality of the spares/stores delivered accordingly to the present contract shall correspond to the technical conditions and standards / specifications enumerated as per RFP and shall also include therein modifications 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 some equipment supplied by the seller in the past if any. The seller shall supply an inter changeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item and also provide relevant drawing and specifications. The seller shall supply an performance guaranty certificate and literature on dismantling and assy procedure.

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

21. **Inspection Authority**. The inspection will be carried out 100% deliverables by representatives of the Seller. The mode of Inspection will be self-certification by the Seller at the time of dispatch that the GOODS have been successfully tested before dispatch followed by JRI at Buyer's premises.

22. **Pre-Dispatch Inspection**. The following Pre-dispatch Inspection clause will form part of the contract placed on successful Bidder:-

- (a) The Buyer`s representatives will carry out Pre-Dispatch Inspection (PDI) of the stores/equipment in order to check their compliance with specifications in accordance with its standard procedures. Upon successful completion of such PDI, the Seller and Buyer will issue and sign a Certificate of Conformity as per the specimen at Form DPM-21 (Available in MoD website and can be given on request).

(b) The Seller shall intimate the Buyer at least 60 days before the scheduled date of PDI. The time required for completing visa formalities by the Seller should not be included in this notice. The Buyer will send his authorized representative(s) to attend the PDI.

(c) The list of Buyer's representatives together with their particulars including name, title, date and place of birth, passport numbers including date of issue and date of expiry, address, etc. must be communicated by the Buyer at least 15 days in advance to apply for the necessary authorizations and clearances to be granted.

(d) The Buyer reserves the right not to attend the PDI or to request for postponement of the beginning of the PDI by a maximum of fifteen (15) days from the date fixed for such PDI in order to allow his representative(s) to attend such tests, in which cases he shall inform in writing the Seller within 15 days before the date of the beginning of the PDI. Should the Buyer request for such postponement, liquidated damages, if any, shall not apply. In case the Buyer informs the Seller within the period mentioned hereinabove that he cannot attend the PDI or in case the Buyer does not come at the postponed date requested by him for performance of the PDI as mentioned above, the Seller shall be entitled to carry out said tests alone as scheduled. The Certificate of Conformity and the Acceptance Test Report will be signed by the Seller's QA representative alone and such documents bearing the sole signature of the Seller's QA representative shall have the same value and effect as if they have been signed by both the parties. In case Buyer does not elect to attend the PDI, the Buyer shall intimate the Seller in writing that it does not wish to attend the PDI.

(e) The Seller shall provide all reasonable facilities, access and assistance to the Buyer's representative for safety and convenience in the performance of their duties in the Seller's country.

(f) All costs associated with the stay of the Buyer's Representative(s) in the country where the PDI is to be carried out, including travel expenses, boarding and lodging, accommodation, daily expenses, shall be borne by the Buyer.

(g) The Seller shall provide Acceptance Test Procedure to the Buyer along with technical bid which will be mutually agreed by both side i.e. buyer and seller.

23. **Joint Receipt Inspection.** The following Joint Receipt Inspection clause will form part of the contract placed on successful Bidder:—

(a) The Parties agree that the Joint Receipt Inspection (JRI) of delivered goods shall be conducted on arrival in India at location to be nominated by the Buyer. JRI shall be completed within 120 days (for armament/ammunition)/ 90 days (for other than armament/ammunition) of arrival of good at the Port Consignee. JRI will consist of:-

(i) Quantitative checking to verify that the quantities of the delivered goods correspond to the quantities defined in this contract and the invoices.

(ii) Complete functional checking of the stores/equipment as per specifications in the contract and as per procedures and tests laid down by Buyer.

(iii) ***Functional Trial along with check proof and firing will be carried out, if required.***

(b) JRI will be carried out by the Buyer's representative(s). The Buyer will invite the Seller with a prior notice of a minimum of fifteen (15) days to attend the JRI for the delivered goods. The Seller shall have the right not to attend the JRI. The bio data of the Seller's representative will need to be communicated fifteen (15) days prior to the despatch of goods to the Buyer for obtaining necessary security clearance in accordance with the rules applicable in the Buyer's country.

(c) Upon completion of each JRI, JRI proceedings and Acceptance Certificate will be signed by both the parties. In case the Seller's representative is not present, the JRI proceedings and Acceptance Certificate shall be signed by the Buyer's representative only and the same shall be binding on the Seller. Copy of JRI proceedings and Acceptance Certificate shall be dispatched to the Seller within 30 days of completion of the JRI. In case of deficiencies in quantity and quality or defects, details of these shall be recorded in the JRI proceedings, Acceptance Certificate shall not be issued and claims raised as per the Article on Claims in the contract. In case of claims, Acceptance Certificate shall be issued by Buyer's representative after all claims raised during JRI are settled. If the Buyer does not perform the JRI as mentioned above for reasons exclusively attributable to him, the JRI in India shall be deemed to have been performed and the stores/equipment fully accepted.

24. **Franking Clause** : The following Franking Clause will form part of the contract placed on successful Supplier:-

(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."

25. **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 claim for defects or deficiencies in quality noticed during the JRI shall be presented within 45 days of completion of JRI 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-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 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 on an Indian Bank, in favour of Principal Controller/Controller or 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.

26. **Warranty**. The following Warranty will form part of the contract placed on the successful Bidder:-

(a) 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 acceptance of stores in **JRI**. If during the aforesaid period of **12 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.

(b) 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 with any limitation an agreed discount on the published catalogue or an agreed percentage of profit on the landed cost.

(c) 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.

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

27. **Undertaking**. The SELLER gives an undertaking that all terms and conditions of the present Contract regarding terms of shipment, elimination of Claims during warranty period shall be fulfilled in due time and as per terms, stipulated in the present Contract. In the event the SELLER does not fulfill his performance obligations within the warranty period, the BUYER shall have the right to recover the payment of equal sum under any operative Contracts of the SELLER with the Ministry of Defence, Government of India, until accomplishment of obligations by the SELLER.

PART V – EVALUATION CRITERIA & PRICE BID ISSUES

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

(a) **Technical evaluation.**

(i) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP.

(ii) 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 (which would include the trial of one set of equipment) would be determined on the basis of the parameters specified in the RFP. The Commercial Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.

(c) **Commercial Evaluation.** The Price Bids of only those Bidders will be opened whose Qualifying Bids would clear the technical evaluation. The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the **BOQ**. The consideration of taxes and duties in evaluation process will be as follows:-

(i) L-1 bidder will be determined by excluding levies, taxes and duties levied by Central/State/Local governments such as GST, etc on final product, as quoted by bidders.

(ii) In case where both foreign and indigenous bidders are competing, following criteria would be followed:-

(aa) In case of foreign bidders, the basic cost (CIF) quoted by them would be the basis for the purpose of comparison of various tenders.

(ab) In case of indigenous bidders, excise duty on fully formed equipment would be offloaded.

(ac) Sales tax and other local levies, ie octroi tax etc would be ignored in case of indigenous bidders.

(d) All the foreign quotes will be brought to a common denomination in Indian Rupees by adopting the exchange rate as BC Selling rate of the State Bank of India on the date of the opening of Price Bids.

(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 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 (to be used for L-1 determination).** The Commercial bid format is provided as **BoQ.xls** along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this **BoQ.xls** as it is and quote their offer in the permitted column. A copy of the format is attached as **Appendix 'D'**.

Note. Determination of L-1 will be done bases on total of basic prices (not including levies, taxes and duties levied by Central/State/Local Governments such as GST, etc on final product) of all items/requirements as mentioned above.

3. **Additional information in Price Bid on Taxes and Duties (not in scope of L-1 determination) –**

- (a) Is GST extra?
- (b) If yes. Mention the following:-
 - (i) Total value of items on which GST is leviable.
 - (ii) Rate of GST (item-wise if different GST is applicable).
 - (iii) HSN Code.
 - (iv) Surcharge on GST, if applicable?
 - (v) Total value of GST payable.
- (c) Is GST Exemption (GSTe) required?
- (d) If yes, then mention and enclose the following:-
 - (i) Excise notification number under which GSTe can be given.
- (e) Is Custom Duty Exemption (CDE) required?
- (f) If yes, then mention the following :-
 - (i) Custom notification number under which CDE can be given (enclose a copy).
 - (ii) CIF value of stores to be imported.
 - (iii) Rate of Customs Duty payable.
 - (iv) Total amount of Customs Duty payable.
- (g) Any other Taxes/Duties.

AMGO(SSA)

TENDER CONDITIONS ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

SUB: ACCEPTANCE OF TERMS & CONDITIONS OF TENDER.

Tender Reference No : _____

Name of Tender/Work : -

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

_____ as per your advertisement, given in the above mentioned website(s).

2. I/We hereby certify that I/we have read entire terms and conditions of the tender documents from Page No ____ to ____ (including all documents like annexure(s), schedule(s), etc.,) which form part of the contract agreement and I/we shall abide hereby the terms/conditions/clauses contained therein. I have understood the requirement as per list of items attached at Appendix 'B' & am willing to provide the items contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisations too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. The Tech Bid and its enclosures as submitted in physical form as mentioned in para 7 of part I of RFP is the true copy of the documents uploaded on the Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>).

6. In case any provisions of this tender are found violated , your department/ organisation shall be at liberty to reject this tender/bid including the forfeiture of the full said Earnest Money Deposit absolutely and we shall not have any claim/right against deptt in satisfaction of this condition.

Yours Faithfully,
(Signature of the Bidder, with Official Seal)

LIST OF ITEMS REQD

Spares of ZU 23 MM Twin Gun

Srl No	Cat Part No.	Nomenclature	Qty Reqd	Remarks
1	M2/RUS/TWIN-ASSY-2	Receiver Assy RH Feed	48	
2	M2/RUS/TWIN-ASSY-2A	Receiver Assy LH Feed	48	
3	M2/RUS/TWIN-3-4	Feed Piece	17	
4	M2/RUS/TWIN-7-3	Trigger Runner Spring	18	
5	M2/RUS/TWIN-7-11	Latch Spring	19	
6	M2/RUS/TWIN-GOST-333-71-7306	Bearing 7306	14	
7	M2/RUS/TWIN-7-21	Rod Spring	18	
8	M2/RUS/TWIN-1-1	Barrel	25	

Spares of 23 MM Schilka Gun

Ser No	Cat Part No.	Nomenclature	Qty
1	Z3/SLK/BA2-032-062	MAGNETIC AMPLIFIER PANEL	07
2	Z3/SLK/TSA2-045-000	BLOCK T-28M1	04
3	Z3/SLK/TSA2-087-045	BLOCK T-54M	08
4	Z3/SLK/PB2-548-037 SP	UNIT AMPLIFIER T-39M	04
5	Z3/SLK/IA7-SB-01-036 SP	Y UNIT	04
6	Z3/SLK/IA7-SB-01-344 SP	FRP & KI UNIT	04
7	Z3/SLK/IA7-SB-01-34 SP	X UNIT	04
8	Z3/SLK/IA7-SB-01-42 SP	H UNIT	04
9	Z3/SLK/IA7-SB-01-78	Vy UNIT	04
10	Z3/SLK/IA7-SB-01-80 SP	Vh UNIT	04

INSTRUCTIONS TO THE BIDDERS

Instructions for Online Bid Submission Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app> are as follows

1. Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the eprocurement/etender portal is a prerequisite for e-tendering.

1. Bidder should do the enrolment in the eProcurement site using the “Click here to Enrol” option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid email_id. All the correspondence shall be made directly with the contractors/bidders through email_id provided.

2. Bidder need to login to the site through their user ID/ password chosen during enrolment /registration.

3. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/Smart Card, should be registered.

4. The DSC that is registered only should be used by the bidder and should ensure safety of the same.

5. Bidder logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the eToken/SmartCard to access DSC.

6. In case of limited tender the regd dealers/ the bidders invited to participate in the tender will receive a notification through e-mail wrt to tender and after log in the bidder selects the tender and moves it to “my tenders” . In case of open tenders the bidder selects the tender which he/she is interested in by using the search option & then moves it to the “my tenders” folder.

7. From my tender folder, the bidder selects the tender to view all the details indicated.

8. After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.

9. If there are any clarifications, this may be obtained online through the tender site, or through the contact details or during the pre -bid meeting if any or during the pre -bid meeting if any.

10. Bidder should take into account the corrigendum published before submitting the bids online.

11. It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.

12. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then sent along

with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.

13. Bidder, in advance, should get the bid documents ready to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with 100 dpi with black and white option. However of the file size is less than 1 MB the transaction uploading time will be very fast.

14. Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the instrument should be uploaded as part of the offer.

15. While submitting the bids online, the bidder must read the terms & conditions and accept the same to proceed further to submit the bid packets.

16. The bidder has to select the payment option as **offline** to pay the Tender FEE/ EMD as applicable and enter details of the instruments.

17. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. The submitted bid will not be acceptable if otherwise.

18. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders must note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

19. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected. The tech bid acceptance will be subject to physical receipt of specified docu at the time of tech bid opening. Further, the TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids physically by the bidders under any circumstances whatsoever.

20. If the price bid format is provided in a spread sheet file like BoQ_XXXX.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the bidder, else the bid submitted is liable to be rejected for this tender.

21. The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.

22. After the bid submission (ie after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.

23. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.

24. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.

25. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers or the procurement officer's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

26. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.

27. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.

28. For any queries regarding e-tendering process, the bidders are requested to contact TIA as provided in the tender document. The bidders for any further queries can also contact over phone: 1-800-233-7315 or send a mail over to – cphp-nic@nic.in.

29. The undertaking to the effect that the terms and conditions stipulated in the tender document are acceptable by the authorized signatory of the bidder's Regd firm will have to be submitted. The subject undertaking on a forwarding letter shall be uploaded on CPP portal during bidding by the bidders.

Note :- (Rate to be quoted online by bidder in BOQ Excel Sheet only).