

**THE DEFENCE SERVICES STAFF COLLEGE (DSSC), WELLINGTON – 643 231,
THE NILGIRIS, TAMIL NADU**



RFP NO: DSSC/SJWGS/453/2/2015-16/Wargaming dt 04 Jan 2016

**PROCUREMENT OF
SOFTWARE BASED JOINT WAR GAMING SYSTEM
FOR DSSC, WELLINGTON**

Tele: 0423-2233620 (Extn-2429)
 FAX: 0423-2232320
 College

REGISTERED
 Raksha Seva Staff College
 Defence Services Staff

Wellington - 643231
 Nilgiris (Tamil Nadu)

DSSC/ITRC/453/4/2015-16/Software

04 Jan 2016

(Concerned Vendor)

**INVITATION OF BIDS FOR PROCUREMENT OF
 SOFTWARE BASED JOINT WAR GAMING SYSTEM
 FOR DSSC, WELLINGTON**

RFP NO DSSC/SJWGS/453/2/2015-16/Wargaming dt 04 Jan 2016

1. Bids in sealed cover are invited for supply of items listed in Part II of this RFP. Please super scribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.

2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below –

- | | |
|--|--|
| (a) Bids/queries to be addressed to | : The Brigadier General Staff |
| (b) Postal address for sending the Bids | : ITRC
DSSC, Wellington,
Tamil Nadu – 643 231 |
| (c) Name/ designation of the contact personnel | : Lt Col Amod Puranik,
OIC, ITRC |
| (d) Telephone numbers of the contact personnel | : 0423- 2233620 (Extn – 2429) |
| (e) E-mail id of contact personnel | : oic-itrc-dssc@nic.in |
| (f) Fax number | : 0423 - 2232320 |

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.

Sd/- x x x x
(Amod Puranik)
Lt Col
OIC, ITRC
for Commandant

Encls: As above

PART I – GENERAL INFORMATION

1. **Last date and time for depositing the Bids.** The last date for depositing the bids will be **1300hrs on 09 Feb 2016**. The sealed Bids should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.

2. **Manner of depositing the Bids.** The bids can either dropped in the Tender Box or sent by registered post addressed to **“The Brigadier General Staff (For ITRC), The Defence Services Staff College, Wellington – 643 231”** so as to reach by the due date and time. The quotes are to be super scribed with your firms name, address and official seal and ink signed by an authorised representative of the Tenderer. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Technical Bid, Commercial Bid, EMD and Tender Feewill be submitted in **FOUR** separate sealed envelopes duly marked as follows:
 - (a) **Envelope 1.** **“Technical Offer For Procurement Software Based Joint War Gaming System For DSSC, Wellington”**. The Technical Bid should contain Pages of Appendix ‘A’ of this RFP **in original** alongwith additional sheets for clearly mentioning the compliance of other conditions mentioned in this RFP.

 - (b) **Envelope 2.** **“Commercial Offer For Procurement Software Based Joint War Gaming System For DSSC, Wellington”**.

 - (c) **Envelope 3.** **“EMD For Procurement Software Based Joint War Gaming System For DSSC, Wellington”** or **“EMD Waiver Certificate”**.

 - (d) **Envelope 4.** Tender Fee of Rs. 1000/- (Rupees One Thousand) marked **‘Tender Fee for Procurement Software Based Joint War Gaming System for DSSC, Wellington’**. The tender fee will be in the form of demand draft. The demand draft for cost of tender fee shall be drawn in favour of **“Commandant, DSSC”** payable at Wellington (Nilgiris), Tamil Nadu.

3. **Location of the Tender Box.** The tender box will be located at Information Technology Resource Centre (ITRC) office at DSSC Wellington. Only those Bids that are found in the tender box, will be opened.

4. **Time and Date for opening of Bids.** The **Technical bids** will be opened at **1130h on 10 Feb 2016** at DSSC, Wellington. (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). Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date & time. Important technical clauses quoted by all Bidders will be read out in the presence of representatives of all Bidders. The **Commercial bids** will be opened at DSSC, Wellington, the exact **date and time** which shall be **intimated later**. 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.

5. **Place for Opening of Bids.** The bids will be opened at **ITRC** at DSSC, Wellington. 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 and EMD will be opened at date & time mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer.
7. **Forwarding of Bids.** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with NEFT Account if applicable, etc and complete postal & e-mail address of their office.
8. **Clarification Regarding Contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than **14 (fourteen)** days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.
9. **Modification and Withdrawal of Bids.** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.
10. **Clarification regarding contents of the Bids.** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
11. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
12. **Unwillingness to quote.** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.
13. **Validity of Bids.** The Bids should remain valid till **120 days** from the last date of submission of the Bids.

14. **Earnest Money Deposit.** Bidders are required to submit in a separate envelope Earnest Money Deposit (EMD) for amount of **Rs. 16,00,000/- (Rupees Sixteen Lakhs only)** along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorised to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request) in the name of **COMMANDANT, DSSC, Wellington. EMD is to remain valid for a period of forty-five days beyond the final bid validity period.** EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD, MoD itself. **In case a bidder intends not submitting EMD on account of registrations as given above, certificate for the same should be enclosed in the envelope meant for EMD.** Vendors are also advised to clarify before bidding the agencies with whom their registration will be valid for non submission of EMDs. If EMD is not found enclosed in form and manner as specified or claims for non submission of EMD on account of registration as required are invalidated as decided by the buyer, the offer may be rejected similarly at the sole discretion of the buyer Responsibility on this account lies with the bidders. 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 ITEM REQUIRED

1. **Schedule of Requirements.** Scope of the project is Procurement of Software based Joint War Gaming System for DSSC, Wellington. List of items is at **Appendix 'A'**.
2. **Technical Details.** List of items required alongwith technical and other details is enclosed as **Appendix 'A'**.
3. **Two-Bid System.** Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. Bidders are advised to submit the compliance statement in the following format along with Technical Bid:-

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

4. **Delivery Period** - Delivery period for supply of items would be **12 Weeks** from the effective date of contract. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.
5. **Commercial Offer.** This should be as per **Appendix 'B'**.
6. **List of Documents.** Checklist of documents to be attached is at **Appendix 'C'**.
7. **Acceptance of Terms and Conditions.** Vendor will provide acceptance of Terms and Conditions as given at **Appendix 'D'**.
8. **Delivery and Acceptance.**
 - (a) Delivery of items shall be completed within **04 (Four)** weeks from the date of supply order at Defence Services Staff College, Wellington (TN).
 - (b) Installation / configuration of all software by the vendor will be completed within **02 (Two) weeks** from date of delivery of items at DSSC. On successful installation the system will be subjected to Acceptance Testing Procedure (ATP) to test the software & successful integration at the user premises.
9. **Acceptance Testing.** All items will be subjected to detailed acceptance testing procedure by a Board of Officers as per scope of work for the project. The details of the procedure will be worked out jointly by the vendor and the user. The specifications of the items should be in conformity with the details provided by the vendor and as per the given specifications. In case any item is found not as per laid down specifications and the consignment rejected, the vendor shall remove the item from user premises at his cost. The user will issue an **acceptance certificate** on successful completion of acceptance testing.

10. **Delivery Period.** Delivery period for supply of items would be as given in paragraph 7 above. 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.

11. **Consignee details:-**

The Commandant,
(Through OIC, ITRC),
Defence Service Staff College (DSSC),
Wellington (Nilgiris)– 643 231,
Tamil Nadu

PART III – STANDARD CONDITIONS OF RFP

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

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

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

3. **Arbitration.** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Form DPM-7, DPM-8 and DPM-9 (Available in MoD website & 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 disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability / penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. **Agents / Agency Commission.** The Seller confirms and declares to the Buyer that the Seller 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 & Documents, supply the stores/goods, 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. The total LD will not exceed 10% of the total value of goods / services delayed beyond the original date of delivery/completion of supplies/service indicated in the contract/supply order.

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 **one month** after the scheduled date of delivery.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The delivery of material is delayed due to causes of Force Majeure by more than **one month** from the cessation of Force Majeure condition included in contract.
- (d) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration Tribunal.

10. **Notices.** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

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

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

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

14. **Taxes and Duties.** All taxes and duties must be explicitly stated by the bidder in the boxes provided for the purpose in the Commercial Bid. These taxes and duties will be taken into consideration while deciding the lowest bidder.

(a) **In respect of Foreign Bidders.** All taxes, duties, levies and charges which are to be paid for the delivery of goods, including advance samples, shall be paid by the parties under the present contract in their respective countries.

(b) **In respect of Indigenous bidders.**

(i) **General.**

(aa) 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.

(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) **Excise Duty.**

(aa) 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.

(ab) 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.

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

(1) 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.

(2) 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.

(3) 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.

(4) 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.

(iv) **Sales Tax / VAT.**

(aa) **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.

(ab) 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.

(v) **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 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.**

(a) **Indigenous Cases.** The seller (on being awarded the project) 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 & can be provided on request).

(b) **Foreign Cases.** The Seller (on being awarded the project) will be required to furnish a Performance Guarantee by way of a Bank Guarantee from Seller's Bank through an internationally recognised first class Bank in favour of the Government of India, Ministry of Defence to be confirmed by public sector bank or a private sector bank authorized to undertake government transactions (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) equal to 10% (ten percent) of the total value of this contract i.e. for US \$ (US Dollars (in words) only). Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The Performance Bank Guarantee shall be considered open upon receipt by the Buyer's Bank. In case any claims or any other contract obligations are outstanding, the Seller will extend the Performance Bank Guarantee as asked for by the Buyer till such time as the Seller settles all claims and completes all contract obligations. The Performance Bank Guarantee 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 fulfilled by the Seller. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).

2. **Option Clause.** The contract will have an Option Clause, wherein the Buyer can exercise an option to procure 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 Bidder 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 upto 50% quantity of the items 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 Bidder 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 **10% 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.

5. **Payment Terms for Indigenous Sellers.** 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. 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) **25% Payment against Inspection note**, Proof of despatch, duly supported by Xerox copy of the Bank Guarantee of equivalent amount and against Consignee's provisional receipt. **Balance of 75%** will be paid on receipt of items in good condition by consignee(s) along with user's certificate of **complete Installation and successful commissioning** and user acceptance trials. The project cost will be paid by CDA, Chennai through "**National Electronic Financial Transaction (NEFT)**" on delivery AND final acceptance of the project at DSSC, Wellington.

(b) Bills/Invoices should be forwarded in triplicate duly indicating Bankers details, bank account number, IFSC code, MICR code and other relevant details for make payment through NEFT.

6. **Payment terms for Foreign Sellers.** The payment will be arranged through Letter of Credit from Reserve Bank of India/State bank of India/any other Public Sector bank Bank, as decided by the Buyer, to the Bank of the Foreign Seller. The Seller will give a notification within a specified period about the readiness of goods. Letter of Credit is to be opened by the Buyer within 45 days on receipt of notification of readiness 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. **25% Payment against Inspection note**, Proof of despatch, duly supported by Xerox copy of the Bank Guarantee of equivalent amount and against Consignee's provisional receipt. **Balance of 75%** will be paid on receipt of items in good condition by consignee(s) along with user's certificate of **complete Installation and successful commissioning** and user acceptance trials.

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

8. **Paying Authority.**

(a) **For Indigenous Sellers.** Payment will be done by **CDA, Chennai**. 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 contingent bill / Seller's bill.
- (ii) Ink-signed copy of Commercial invoice / Seller's bill.
- (iii) Copy of Supply Order/Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
- (iv) CRVs in duplicate.
- (v) Delivery certificate, acceptance certificate and installation certificate.

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

(b) **Foreign Sellers.** (Name and address, contact details). 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) Clean on Board Airway Bill/Bill of Landing
- (ii) Original Invoice
- (iii) Packing List
- (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% 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 clause will form part of the contract placed on successful Bidder:-

(a) The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons / organisation including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.

(b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/ organisation including the Buyer or any Deptt, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower

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

- (i) Exports by the Seller.
- (ii) Sale of goods as original equipment at price lower than the prices charged for normal replacement.
- (iii) Sale of goods 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 -.....”.

10. **Exchange Rate Variation Clause:**

(a) Detailed time schedule for procurement of imported material and their value at the FE rates adopted for the contract is to be furnished by the foreign Bidder as per the format given below:-

Year wise and major currency wise import content break up

Year	Total cost of material	FE content outflow (Equivalent in Rupees - crores)		
		Dollar denominated	Euro denominated	Other currencies denominated

(b) ERV will be payable/refundable depending upon movement of exchange rate with reference to exchange rate adopted for the valuation of the contract. Base exchange rate of each major currency used for calculating FE content of the contract

will be the BC Selling rate of the State Bank of India on the date of the opening of Price Bids.

(c) The base date for ERV would be contract date and variation on the base date will be given upto the midpoint manufacture unless Bidder indicates the time schedule within which material will be exported by them. Based on information given above, the cut off date/dates within the Delivery schedule for the imported material will be fixed for admissibility of ERV.

(d) ERV clause will not be applicable in case delivery periods for imported content are subsequently to be refixed /extended.

(e) The impact of notified Exchange Rate Variation shall be computed on an yearly basis for the outflow as mentioned by the vendor in their tender and shall be paid / refunded before the end of the financial year based on the certification of the Buyer.

11. **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 15 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 15 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-

(i) Such default.

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

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

12. **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 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.

13. **Specification.** The following Specification clause will form part of the contract placed on successful Bidder - The Seller guarantees to meet the specifications as per Part-II of RFP and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer Services as per modifications/requirements recommended during the Acceptance Trials. All technical literature and drawings shall be amended as the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical upgradation/alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenisation or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques alongwith necessary tools as a result of upgradation/alterations will be provided to the Buyer free of cost within thirty days of affecting such upgradation/alterations during the warranty period.

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

15. **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.

16. **Earliest Acceptable Year of Manufacture.** **2016.** Quality / Life certificate will need to be enclosed with the Bill.

17. **Transportation.** All the stores will be delivered at the consignee address. Seller will bear the costs and freight.

18. **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 **2016**, 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.

19. **Quality Assurance.** Seller would provide the Standard Acceptance Test Procedure (ATP) within 30 days of this date of contract. Buyer reserves the right to modify the ATP. Seller would be required to provide all test facilities for acceptance and inspection by Buyer. The details in this regard will be coordinated during the negotiation of the contract. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.

20. **Inspection Authority.** The inspection will be carried out by board of officers on behalf of the buyer. The mode of inspection will be Joint Inspection.

21. **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 90 days of installation of the software at the Buyer location. 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 software as per specifications in the contract and as per procedures and tests laid down by Buyer.

(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 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 despatched to the Seller within 30 days of completion of the JRI. In case of deficiencies in quantity and quality or defects, details of these

17. **Transportation.** All the stores will be delivered at the consignee address. Seller will 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.
22. **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."
23. **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 'opening board of officers' and acceptance of goods. The quantity claim shall be submitted to the Seller as per Form DPM-22 (Available in MoD website and can be given on request).
- (c) The quality claims for defects or deficiencies in quality noticed during the JRI shall be presented within 45 days of completion of JRI and acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 45 days after expiry of the guarantee period. The quality claims shall be submitted to the Seller as per Form DPM-23 (Available in MoD website and can be given on request).
- (d) The description and quantity of the stores are to be furnished to the Seller along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will settle the claims within 45 days from the date of the receipt of the claim at the Seller's office, subject to acceptance of the claim by the Seller. In case no response is received during this period the claim will be deemed to have been accepted.

(e) The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location under Seller's arrangement.

(f) Claims may also be settled by reduction of cost of goods under claim from bonds submitted by the Seller or payment of claim amount by Seller through demand draft drawn on an Indian Bank, in favour of Principal Controller/Controller of Defence Accounts concerned.

(g) The quality claims will be raised solely by the Buyer and without any certification/countersignature by the Seller's representative stationed in India.

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

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

(b) The Seller warrants for a period of 12 months from the date of acceptance of stores by Joint Receipt Inspection or date of installation and commissioning, whichever is later, that the goods/stores supplied under the contract and each component used in the manufacture thereof shall be free from all types of defects/failures.

(c) If within the period of warranty, the goods are reported by the Buyer to have failed to perform as per the specifications, the Seller shall either replace or rectify the same free of charge, within a maximum period of seven days of notification of such defect received by the Seller, provided that the goods are used and maintained by the Buyer as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration of downtime. Record of the down time would be maintained by the user in the logbook. Spares required for warranty repairs shall be provided free of cost by the Seller. The Seller also undertakes to diagnose, test, adjust, calibrate and repair/replace the goods/equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the Buyer and the Seller.

(d) The Seller also warrants that necessary service and repair back up during the warranty period of the equipment shall be provided by the Seller and he will ensure that the downtime is within 2 % of the warranty period.

(e) The Seller shall associate technical personnel of the Maintenance agency and Quality Assurance Agency of the Buyer during warranty repair and shall also provide the details of complete defects, reasons and remedial actions for defects.

(f) In case the complete delivery of Engineering Support Package is delayed beyond the period stipulated in this contract, the Seller undertakes that the warranty period for the goods/stores shall be extended to that extent.

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

- (a) The Seller agrees to provide Product Support for the software for a maximum period of **ten years** after installation and acceptance of the software.
- (b) In the event of any obsolescence during the above mentioned period of product support in respect of any component or sub-system, mutual consultation between the Seller and Buyer will be undertaken to arrive at an acceptable solution including additional cost, if any.
- (c) Any improvement/ modification/ upgradation being undertaken by the Seller or their sub suppliers on the software/stores/equipment being purchased under the Contract will be communicated by the Seller to the Buyer and, if required by the Buyer, these will be carried out by the Seller at Buyer's cost.

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

- (a) The Seller would provide comprehensive AMC for a period of 09 (nine) years after the one year warranty period. The AMC services should cover the repair and maintenance of all the equipment and systems purchased under the present Contract. The Buyer Furnished Equipment which is not covered under the purview of the AMC should be separately listed by the Seller. The AMC services would be provided in two distinct ways:-
 - (i) **Preventive Maintenance Service:** The Seller will provide a minimum of four Preventive Maintenance Service visits during a year to the operating base to carry out functional checks and minor modifications in the software as may be required. The date and time of such visits will be intimated in advance by the Buyer based on the training calendar of DSSC.
 - (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 98% per year is to be ensured. This amounts to total maximum downtime of 7 days per year. Also unserviceability should not exceed one day 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 two 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. Computer hard drives will not be taken from the user's location for repairs/ installation of the software.

(g) The Buyer reserves its right to terminate the maintenance contract at any time without assigning any reason after giving a notice of three months. The Seller will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the Seller for maintenance services already performed in terms of the contract, the same would be paid to it as per the contract terms.

PART V – EVALUATION CRITERIA & PRICE BID ISSUES

1. **Evaluation Criteria.** The broad guidelines for evaluation of Bids will be as follows.
 - (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
 - (b) The technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.
 - (c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows:
 - (i) In cases where only indigenous Bidders are competing, all taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.
 - (ii) In cases 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, i.e. octroi, entry tax etc would be ignored in case of indigenous Bidders.
 - (d) The Bidders are required to spell out the rates of Customs duty, Excise duty, VAT, Service Tax, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty / Excise Duty / VAT is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entreated 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 leviable later on, will not be accepted unless in such cases it is

clearly stated by a Bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and VAT also.

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

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

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

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

2. **Price Bid Format:** The Price Bid Format is attached at **Appendix 'B'**.
3. Copy of the Supply Order will also be forwarded to Income tax / Sales tax dept.
4. Please ensure that this is your best and final offer.

Yours faithfully,

Sd/- x x x x
(Amod Puranik)
Lt Col
OIC ITRC
For Commandant

Appendix 'A'

(Refer to Part II, para 2 at pg 7 of RFP No
DSSC/SJWGS/453/2/2015-16/Wargaming
dt 04 Jan 2016)

**DETAILED SPECIFICATIONS OF PROCUREMENT OF SOFTWARE BASED JOINT WAR
GAMING SYSTEM FOR DSSC, WELLINGTON**

Sr No	Technical Specifications	Complied Yes/No	In case of Noncompliance Deviation from specification be indicated in unambiguous terms
1.	Generate military conflict scenarios in joint services environment and simulate the same at operational level. It should be able to simulate conflict scenarios from the perspective of army, navy and air force including intelligence and logistics.		
2.	The system should have the capability of populating databases for creating various scenarios representing any location in the world. The database should include the exercise narrative, terrain, weapons, sensors, platforms, target systems and other entities required for simulation of conflict scenarios.		
3.	Facility to save various exercise scenarios in a centralised database and option to simulate the selected scenario.		
4.	Facility to represent upto ten different force sides and a Game Controller side.		
5.	The system should support a game area of 2000 nautical miles x 2000 nautical miles including the terrain data.		
6.	GIS compatibility with open-source geo-spatial vector data formats and ability to export/import data from such systems.		
7.	The system must be capable of generating results after simulation based on performance characteristics/ limitations pre-fed into the data base and probabilities, which should be user configurable. The simulation should take into account terrain, logistics, intelligence, weather in addition to the performance characteristics of the entities.		
8.	Facility to create army, navy and airforce platforms, weapon systems and sensors.		
9.	The system should support upto 500 players (250 computer terminals) connected on the existing DSSC Wide Area Network.		
10.	Facility to execute and visualise the simulation in real/ turbo-time.		
11.	Software should be accompanied by full documentation to include Simulation rule book, Operating Manual Technical		

	Manual and Game administrator manual		
12.	Facility to represent forces including their headquarters as per the organisational/ command and control structure of the Indian armed forces		
13.	The system should be supplied with pre-fed database of full-range of aircraft classes, ship-classes, sensor types and other military equipment which can be modified as per the user requirements. In addition, the software should have a built-in representative scenario for initial training.		
14.	Scheduler to process all models and rules as per the game time lines and ensure that all relevant functions have been carried out as per plans before presenting the outcome of the simulation cycle even when the game is run in turbo-time or during game-jump.		
15.	The vendor should provide on-site warranty for one year followed by ten years of product support as per the provisions of AMC		
16.	Training for initial set-up, game administration and technical administration of the software. This training is to include Introduction to the software, Introduction to Technical Control, System Manager Training and Training on Modelling Concepts.		
17.	User Training of upto 500 personnel every year as per the provisions of AMC		
18.	Facility for upgrade and real-time technical support.		

Note:-

- (a) These are the minimum specifications.
- (b) Provide certificate from the OEM / Distributor.

Appendix B

(Refer to Part II, para 4 at pg 7 of RFP No
DSSC/SJWGS/453/2/2015-16/Wargaming dt 04 Jan 2016)

COMMERCIAL BID FOR SOFTWARE BASED JOINT WAR GAMING SYSTEM FOR DSSC. WELLINGTON

Sr No	Item	A/U	Qty	Unit Price			Total Cost
				Basic Cost	Taxes	Total Unit Cost	
1.	Software Licence (to include one-year on-site warranty)	Nos	01				
2.	Installation and Initial on-site user training (for upto 500 personnel at DSSC, Wellington)	-	-				
3.	System Administrator Training	-	-				
Total							

2. Taxes & Levies.

Ser No	Item	In Figures	In Words
(a)	Is Excise Duty extra? If yes mention the following: YES / NO		
	(i) Total value of items on which Excise duty is leviable:		
	(ii) Rate of Excise duty(item-wise if different ED is applicable):		
	(iii) Surcharge on Excise duty, if applicable?		
	(iv) Total value of excise duty payable:		
(b)	Is Excise Duty Exemption (EDE) Required? YES / NO		
	If yes, then mention and enclose the Excise notification number which EDE can be given		
(c)	Is VAT extra ? YES / NO		
(d)	If yes, then mention the following :-		
	(i) Total value on which VAT leviable		
	(ii) Rate of VAT		
	(iii) Total value of VAT leviable		



(e)	Is Service Tax extra?	YES / NO	
(f)	If yes, then mention the following :-		
	(a) Total value of Services on which Service Tax is leviable		
	(b) Rate of Service Tax leviable		
	(c) Total value of Service Tax leviable		
(g)	Is Custom Duty Exemption(CDE) required :	YES / NO	
(h)	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		
(j)	Octroi/Entry taxes		
(k)	Any other Taxes / Duties / Overheads / Other costs		

NOTES

1. Indicate details of make and models of all equipment as given in technical bid.
 2. All columns should be filled in unambiguous terms. Failure to provide details may render bid invalid.
 3. Vendors may attach separate sheets to explain any entry on the bid.
 4. All pages to be signed with company seal.
 5. **Discounts applicable to the educational and training institutions will be availed, and passed on to the Buyer.**
 6. Cutting/overwriting must be signed. The bid will be treated as invalid if cutting /overwriting is not signed.
 7. Only follow the formats as given in the commercial bid. Failure to do so may render the bid invalid.
 8. All taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered for arriving at the lowest bidder. All values including those for which exemption certificate are required should be mentioned.
 9. Please fill in the details of all taxes and duties mentioned above with due care. All these taxes and duties must be explicitly stated by the bidder in the boxes provided for the purpose. These taxes and duties will be taken into consideration while deciding the lowest bidder. The matter of providing exemption will be discussed separately with the lowest bidder.
- Company Seal

Place :

(Authorised Signatory of Company)



Appendix 'C'

(Refers to Paragraph 5 of Part-II, pg 7 of
RFP No DSSC/SJWGS/453/2/2015-
16/Wargaming dt 04 Jan 2016)

CHECKLIST FOR SUBMISSION OF BIDS

Ser No	Document	Submitted Yes / No
1.	Detailed technical write-up highlighting the features of the system offered and / or Technical manuals.	
2.	Certificate as attached at <u>Appendix 'D'</u> for acceptance of terms and conditions (Standard and Special) of tender enquiry.	
3.	Certificate as attached at <u>Appendix 'E'</u> for Non Disclosure of Contract Documents	
4.	OEM certificates for items as attached at <u>Appendix 'F'</u> .	
5.	Last 3 (three) years income tax return	
6.	Audited Balance Sheet of Last 3 (Three) years.	
7.	PAN Number / Certificate.	
8.	Client list	
9.	Business Registration certificate	
10.	TIN number	
11.	Address of Commissioner of Sales Tax and Commissioner of Income Tax	
12.	EMD or EMD Exemption Certificate as per Paragraph 18 of Tender Enquiry	

Appendix 'D'

(Refers to Paragraph 6 of Part-II, pg 7 of
RFP No DSSC/SJWGS/453/2/2015-
16/Wargaming dt 04 Jan 2016)

**CERTIFICATE FOR ACCEPTANCE OF TERMS AND CONDITIONS OF TENDER
ENQUIRY FOR PROCUREMENT OF SOFTWARE BASED JOINT WAR GAMING
SYSTEM FOR DSSC, WELLINGTON**

1. It is certified that all the terms and conditions as given in this tender and its appendices are accepted by the company and we will abide by them. It is further certified that any cost incurred on additional software required to complete the integrated turnkey project would be borne by us.

2. **Validity.** The prices quoted in our Commercial Offer are valid up to
_____ (120 days from the date of closing of tender).

Company Seal

(Signature of Authorized Signatory
of Company)

Place: _____

Date: _____

Appendix 'E'

(Refers to Paragraph 7 of Part-III, pg 10 of
DSSC/SJWGS/453/2/2015-16/Wargaming
dt 04 Jan 2016)

NON DISCLOSURE OF CONTRACT DOCUMENTS

(Article 25 of DPM 2009)

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.

(Authorised signatory of Company)

Date :

Appendix 'F'

(Refers to Paragraph 14 of Part-IV, pg 21
of DSSC/SJWGS/453/2/2015-
16/Wargaming dt 04 Jan 2016)

OEM CERTIFICATE BY BIDDER

M/s _____(OEM), hereby commits that our
product/s quoted against Defence Services Staff College, Wellington RFP No.
DSSC/SJWGS/453/2/2015-16/Wargaming dt 04 Jan 2016 and quoted by M/s
_____(Bidder) will be supported for a period of minimum
TEN years.

Date : _____ (Authorised signatory of Bidder with seal)

Place

Date _____ (Sign & Seal of OEM)