

**11 FIELD SUB GROUP**  
**CARE OF 56 ARMY POST OFFICE, PIN – 918211**

**INVITATION OF BIDS FOR “PROCUREMENT OF 30 X SOLAR HYBRID INVERTOR FOR ISOLATED ELECTRONIC WARFARE DETACHMENTS IN 15 CORPS Z”**  
**OUT OF TELE ADM GRANT FOR THE FY 2020-21**

**REQUEST FOR PROPOSAL (RFP) NO PC-1690/COMN/SOLAR INVERTOR/11FSG/ 2020-21/ DATED 23 JUL 2020 TO BE OPENED ON ‘P’ day + 22**

1. The Bids under **Advertised Tender Enquiry (TWO BID SYS)** are invited by the **11 Field Sub Group** for and on behalf of the President of India for supply of items listed in Part-II of this RFP. The tender reference number is PC-1690/Comn/Solar Invertor/11EWB/20-21/ dated 23 Jul 2020 and can be viewed at [www.eprocure.gov.in](http://www.eprocure.gov.in).

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            | - | Project Officer,<br>11 Field Sub Group<br>PIN- 918211, C/o 56 APO   |
| (b) | Postal address for sending the docus       | - | 11 Field Sub Group<br>PIN- 918211,<br>C/o 56 APO                    |
| (c) | Name/designation of the contact personnel  | - | Project Officer,<br>11 Field Sub Group<br>PIN-918211,<br>C/o 56 APO |
| (d) | Telephone numbers of the contact personnel | - | 0194-2701979  |
| (e) | E-mail id of contact personnel             | - | varhra.379p@nic.in  |

3. This RFP is divided into five Parts as per DPM 2009.

(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. **Placement of Order** - The Purchase Order will be placed on successful conclusion of negotiations on L1 firm.

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.

Sd/- xx xx xx xx xx  
(Varun Mishra)  
Lt Col  
Project Officer  
For and on behalf of the  
President of India

**Enclosures:** (As above)

**Distribution:-**

IFA, HQ 15 Corps

HQ 1 Sig Gp  
PIN-917901  
C/o 56 APO

HQ Northern Command (Signals)  
PIN-908545  
C/o 56 APO

PCDA (Northern Command)  
Narwal Pain, Satwari  
Jammu-180003

File Copy

- for information please.

## **PART I - GENERAL INFORMATION**

1. **Critical Dates.** The critical dates with respect to the Tender ref PC-1690/Comn/Solar Invertor/11 FSG/20-21/ dt 23 Jul 2020 are as follows:-

<b>CRITICAL DATE SHEET</b>			
<b>Ser No</b>	<b>Item</b>	<b>Date</b>	<b>Time</b>
(a)	Issued Date	'P' day	1200 hrs
(b)	Clarification Start Date	'P' day	1200 hrs
(c)	Pre bid meeting	'P' + 14	1200 hrs
(d)	Bid Submission Start	'P' day	1200 hrs
(e)	Clarification End Date	'P' + 15	1700 hrs
(f)	Bid Submission End	'P' + 21	1700 hrs
(g)	Bid Opening	'P' + 22	1200 hrs

2. **Manner of Depositing the Bids.** The bids will be submitted in the following manner:-

(a) The following documents **in original** shall be submitted physically by post or by hand at the address given in Para 2 of the covering letter prior to the last date of submission of bids. The non-receipt of physical document shall render non-acceptance of the technical bids.

(i) **EMD or proof of exemption certificate.**

(ii) **DD of Tender fee.** The **crossed demand draft of Rs 100/- (Rupees Two Hundred Fifty only)** should be payable to Station Commander, Station Headquarter 31 Sub Area should be valid for minimum **three months**. Any firm claiming exemption should encl proof of the same.

(iii) OEM authorization and ISO certificate of the equipment

(iv) Tender Conditions Acceptance Certificate on firm letterhead. (Format is attached at **Appendix A** to this RFP)

(b) **Cover - I.** The following documents shall be submitted. Cover-I will contain the Technical Bids consisting of following documents **will be considered for eligibility criteria of firm** :-

(i) Proof of valid company/ firm registration/ renewal of registration certificate.

(ii) **Copy of PAN card No of firm should be mandatory.** In case of proprietorship firm have a single owner, PAN of the individual owner may be submitted alongwith documentary proof of proprietorship firm owner by shri \_\_\_\_\_.

(iii) Proof of GST/ TIN regd No.

(iv) Bank solvency certificate of credit worthiness.

(v) EMD or the exemption certificate.

(vi) **Tender Conditions Acceptance Certificate.** The bidder shall certify for acceptance of all the tender conditions of the RFP and furnish a certificate as per **Appendix A**. The certificate duly signed shall be submitted. If the certificate is signed by legally authorised signatory, a copy of the authorization letter be enclosed

(vii) DD of Tender fee.

(viii) Tender documents duly attested by the bidder with signature and stamp, **failing which the tender will be rejected.**

(ix) The tech bids must not be modified by the bidder, else the bid submitted **liable to be rejected.**

(x) Clause by clause compliance of specifications bringing out clearly the deviations from specification (if any) mentioned in Para 2, Part-II of the RFP.

(xi) The bidder must specify the eqpt make/ model and word compiled or not compiled shall be written against every para/ sub para of Para 2, Part-II of RFP.

(xii) Technical data sheet of the equipment.

(xiii) Last three years balance sheet duly certified by chartered accountant.

(xiv) Average of annual turnover atleast Rs 40.00 lakhs in last three years duly certified by Charter Accountant.

(xv) Last three years IT return of the firm.

(xvi) GST clearance certificate indicating the amount if GST paid in current fin years.

(xvii) NEFT/ ECS form.

(xviii) ISO certification of firm.

(xix) Non disclosure agreement in original non judicial paper (Format attached at Appx B)

(xx) Proof of execution of at-least two supply order of equivalent or supply orders of 50% of quantity within last 2 years, preferably with Army/defence/other Govt agencies.

(xxi) Any other details as consider necessary.

(c) **Cover – II.** Commercial bid packet will be submitted as Cover-II and will consist of following:-

(i) Commercial bid in the form of “**BOQ**” (Bill of Quantities).

(ii) “Additional Charges/ discounts” containing details of items with financial implications on the bid. The format of the same is attached at **Appx C.**

3. **Time and Date of Opening of Bids.** **1200 hrs on ‘P’ day + 22** (If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time as intimated by the Buyer).

4. **Place of Opening of the Bids.** **11 Field Sub Group, PIN – 918211, Care of 56 Army Post Office.** The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time, if they so desire. This event will not be postponed due to non-presence of your representative.

5. **Two-Bid System (Technical and Commercial).**

(a) The Technical Bids shall be opened as per critical date sheet mentioned in this tender document.

(b) The Commercial Bids of only those Bidders whose Technical bids meet all the stipulated (Technical) requirements shall be opened. The date of opening will be intimated to the Bidders through e-mail/Post.

(c) **The offers (Technical and Commercial) will be opened by separate committees and if firm so desires, may depute their representatives, duly authorized in writing, to be present at the time of opening of tenders. Further negotiations will be made only with the lowest bidder (L1) as determined by the Tender Purchase Committee.**

6. **Forwarding of Bids.**

(a) The documents specified in para 2 of Part-I will be physically by post or by hand. The physical receipt of these documents is mandatory. The technical bids shall not be accepted if these documents are not received prior to bid opening.

(b) **The TECHNICAL BID and the COMMERCIAL BID should be submitted by the bidder duly signed by the legal owner of the firm or the person authorized by him to do so.**

(c) **Prospective bidders may carry out the site recce of the stations for implementation of the project prior to submission of bids, if they desire so.**

7. **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. **A meeting regarding clarification of the content of the RFP will be held on 1200h at 11 Field Sub Group on 15<sup>th</sup> day of issue of RFP to resolve all queries**, if received. No queries will be entertained subsequent to closure of clarification end date. Copies of the query and clarification by the purchaser will be submitted as corrigendum for all prospective bidders who have received the bidding documents.

8. **Modification and Withdrawal of Bids.** A Bidder may modify or withdraw his bid after submission 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 post prior to 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.

9. **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.

10. **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**. Tender documents should be attested properly by the bidder with signature and stamp, failing which the tender **will be rejected**.
11. **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 from the list of empanelled vendors with HQ Northern Command (Signals) for the given range of items as mentioned in this RFP.
12. **Validity of Bids.** The Bids should remain valid up to **six months (180 days)** from the last date of submission of bids.
13. **Turnkey project.** This will be a turnkey project and no piece meal orders for individual item will be placed. The vendor is expected to provide all accessories required for the project to make the project functional and usable without any additional cost to the user.
14. **Earnest Money Deposit.** Bidders are required to submit EMD for amount of **Rs 60,000/- (Rupees sixty thousand only)** in favour of the **Station Commander, Station Headquarter 31 Sub Area along with their bids**. The EMD will be submitted in the form of an Account Payee Demand Draft, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorised to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd). 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 after expiry of the final bid validity and latest on or before the 30<sup>th</sup> 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 like DGS & D, National Small Industries Corporation (NSIC) or any Department of MoD **for similar range of the products/ items**. 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 as follows:-

<b>Ser No</b>	<b>Item</b>	<b>A/U</b>	<b>Qty</b>
(a)	Hybrid Solar Invertor	Nos	30
(b)	Solar Panel 100W-12 Volts	Set	30
(c)	12 V 75 AH Battery	Nos	60

2. **Technical Details.** Technical specification/compliance of the required items is as per **Appendix D.**

3. **Delivery schedule.** Delivery period for supply of items will commence from the date of contract which would include the time for delivery of stores, inspection of stores and preparation of CRV. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the **sole discretion of the Buyer with applicability of LD clause.** The time frame for delivery of the stores and equipment is given below:-

- (a) Delivery of stores within 60 days at Srinagar.
- (b) Acceptance testing within 30 days after successful delivery of stores.
- (c) In case the firm anticipates delay in supply due to any unforeseen reason(s), the firm within 10 (ten) days will bring it to the notice of the purchaser who after ascertaining the reason(s) as valid and beyond firm's control may give extension of time.
- (d) However, purchaser reserves the right to recover from the firm liquidated damages and not by way of penalty, a sum of 0.5% of the price of any stores, for delay of every week or part thereof, subject to a maximum of 10% of undelivered goods, which the firm has failed to deliver within the stipulated period.
- (e) In case the firm further fails to deliver the stores within stipulated period, the supply order may be cancelled and acceptance of late supplies refused, at the sole risk and cost of the supplier. The decision of the purchaser to purchase the material at the risk and cost of the supplier shall be final and binding.

4. **Inspection.**

- (a) 100% stores will be subject to physical inspection by a Board of Officers detailed by the purchaser to ascertain that they conform to the samples/ specifications as laid down in the supply order. Authorized Representative of the firms will be present during inspection. In case the stores are not found to be conforming to the laid down samples/specifications, the authorized representative of the firm will be intimated by the checking Board of officers. The defective stores will be removed and replaced by the stores of correct specifications by the supplier at his own expense within a period of 15 days of inspection.
- (b) The firm would be required to provide the Standard Acceptance Test Procedure (ATP), which the Board of Officers would have the right to modify.
- (c) The item should be of latest manufacture conforming to the current production standard having 100% defined life at the time of delivery.

5. **Acceptance Testing.** After successful delivery of the complete stores, the same will be subjected to Acceptance Test Procedure to test individual component and successful integration of components. The acceptance test will be coordinated and supervised by **Commanding Officer, 11 Field Sub Group** will issue an Acceptance Test Certificate on successful completion of acceptance testing. **The warranty period of the complete system will commence with effect from the date of issue of Acceptance Test Certificate.**

6. **User manual.** User manual (where OEM provides) at the scale of one manual per set will be provided at no additional cost.

7. **Incoterms / Terms of Delivery.** The seller shall be responsible for the safe delivery of the store at the consignee's end transit, damage if any shall be promptly attached end by him.

8. **Consignee details.** The consignee for the contract is as under: -

**Commanding Officer  
11 Field Sub Group  
PIN – 918211  
C/o 56 APO  
Badami Bagh Cantt, Srinagar**



### **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.** Normally the contract shall come into effect on the date of acknowledgement of receipt of the contract. The Supply Order shall remain valid until the completion of the obligations of the parties under the Supply Order. The delivery and supplies and performance of the services shall commence from the date of the contract.
3. **Arbitration.** All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The dispute or difference arising between the parties thereto, pertaining to this agreement, will be discussed and sorted out with the **Station Commander, Station HQ 31 Sub Area**, and authorized nominee of vendor. Only exceptional cases which are not resolved after mutual discussion and if mutual disagreement persists, will be referred to the Arbitrator to be nominated by the **Chief Signal Officer, HQ Northern Command**. The venue of such Arbitration shall be at Signal Branch HQ Eastern Command. The award of the sole Arbitrator will be binding on both parties. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).
4. **Penalty for use of Undue influence.** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
5. **Agents / Agency Commission.** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or If at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person,

party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

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

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

8. **Liquidated Damages (LD).** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores/ 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) The delivery of the material is delayed for causes not attributable to Force Majeure for more than (2 months) after the scheduled date of delivery.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The delivery of material is delayed due to causes of Force Majeure by more than (six month) provided Force Majeure clause is included in contract.
- (d) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration Tribunal.

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

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

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

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

14. **Taxes and Duties.** All taxes will be replaced by a single tax termed as Goods and Service tax (GST). Any dispensation will be decided by Army on case to case basis.

(a) **General.**

(i) If Bidder desires to ask for excise duty or GST extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

(ii) If Bidder is exempted from payment of duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by them upto the limit of exemption which they may have. If any concession is available in regard to rate/quantum of duty/tax, it should be brought out clearly.

(iii) Any change in duty/tax by the Central/ State/ local governments on final products upward as a result of any statutory variation within contract period shall be allowed reimbursement by the Buyer to the extent of actual quantum of such duty/tax enhanced. Similarly, in case of downward revision of such duty/tax, same shall be reimbursed to the Buyer by the Seller.

(b) **Customs Duty.** No custom duty exemption certificate (CDEC) will be provided by buyer. Cost of custom duty (if applicable) may be specified in BOQ.

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

## **PART –IV SPECIAL CONDITION 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 Bank Guarantee.** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. The bank guarantee will be made in favour of **Station Commander, Station Headquarters 31 Sub Area** and it should be valid up to **60 days** beyond the date of warranty. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request). The Bank Guarantee will be returned to the supplier on successful completion of all his obligations under the contract. **In case the execution of the contract is delayed beyond the contract period and the purchaser, with or without LD, grants extension to delivery period, the supplier must get the BG revalidated**, if not valid already. The Performance Bank Guarantee/Bank Draft submitted as Earnest Money Deposit will only be returned to the firm on receipt of this Performance Bank Guarantee.

2. **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 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 50% plus/minus increase or decrease the quantity of the required goods upto that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

5. **Payment Terms.** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). The payment will be made as per the following terms, on production of the requisite documents:-

- (a) **First 60%** of the total cost of the project shall be released after complying with following conditions:-
- (i) Delivery of complete stores.
  - (ii) Board proceedings (IAFD-931) confirming inspection and acceptance of stores.
  - (iii) Preparation of CRV.
  - (iv) Submission of Performance Bank Guarantee for a sum of 10% of the total cost of the project valid for 38 months beyond the date of ATP.

- (v) Submission of photocopy of ECS mandate form and PAN Card.
  - (vi) Submission of GST cert for the amount claimed in the commercial bid (If GST is claimed in the financial bid).
- (b) **Second 40%** of the total project cost will be paid after complying with following conditions:-
- (i) Receipt of Acceptance Test Certificate jointly signed by the representative of vendor and user.
  - (ii) Satisfactory Performance Certificate of the complete system signed by Commanding Officer unit after 15 days from the date of completion of ATP.
  - (iii) **Receipt of documentary proof of payment of tax/duties (Custom duty, Excise duty, GST, Octroi and other charges etc).**
- (d) Cases where GST is charged, the firm will quote his GST registration number and endorse the following certificate on the bill.

“Certified that the goods, on which Goods and Services Tax had been charged, have not been exempted under the Goods Service Tax Act or the rules made there under. The charges levied on account of GST on the goods supplied are correct under the provisions of the Act or the rules made there under”.

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

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

7. **Paying Authority :- PCDA (Northern Command), Narwal Pain, Satwari, Jammu.** The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill :-

- (a) Copy of Supply Order/ Contract and copy of IFA concurrence with U.O number where required under delegation of powers.
- (b) Copy of CRVs.
- (c) Ink signed copy of contingent bill.
- (d) Ink-signed copy of Contractor bill.
- (c) Ink-signed copy of invoice bill.
- (e) Delivery Challan, documents/proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.
- (f) Guarantee/ Warranty certificate.
- (g) Performance Bank Guarantee/ Indemnity bond where applicable.
- (h) 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).
- (j) Submission of GST cert (If GST is claimed in the financial bid) and photocopy of PAN Card.
- (k) Copy CFA sanction for DP extension and copy IFA concurrence with U.O number where required under delegation of powers indicating whether extension is with or without LD.

8. **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 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, he shall forthwith notify such reduction or sale or offer of sale to the Purchase/Contracting Authority 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 (i), (ii) (iii) and (iv) of sub-para (b) above details of which are given below - .....”.

9. **Risk & Expense Clause.**

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

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

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

(i) Such default.

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

(d) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER.

10. **Force Majeure Clause.**

(a) Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

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

(d) 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.

11. **Electronic Clearance System (ECS).** ECS authorisation cum banker's certification form attached at **Appx E** is required to be filled and authorised by the concerned bank. It is mandatory to submit ECS mandate with the Tender Enquiry.

12. **Specification.** The following Specification clause will form part of the contract placed on successful Bidder - The Seller guarantees to meet the specifications as per Part-II of RFP and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer Services as per modifications/requirements recommended after the Maintenance Evaluation Trials. All technical literature and drawings shall be amended as the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical 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 upgradation/alterations will be provided to the Buyer free of cost within 20 days of affecting such upgradation/alterations.

13. **OEM Certificate.** In case the Bidder is not the OEM, the agreement certificate with the OEM for sourcing the spares shall be mandatory. However, where OEMs do not exist, minor aggregates and spares can be sourced from authorized vendors subject to quality certification. A copy of OEM certificate to be included is as given below :-

“We M/s \_\_\_\_\_ (OEM) is hereby authorize M/s \_\_\_\_\_ (Vendor) to bid in ‘Project Name’ for ‘equipment name’. We certify that an agreement between M/s \_\_\_\_\_ (OEM) and M/s \_\_\_\_\_ (Vendor) is in place (Copy enclosed). We M/s \_\_\_\_\_ (OEM) hereby state that we will provide maintenance and repair cover for the project ‘Name of the Project’ for a duration of three years (warranty period) and thereafter for seven years (AMC period)”.

14. **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.

15. **Earliest Acceptable Year of Manufacture.** The items should be of the latest manufacture. OEM Quality / Life certificate will need to be enclosed with the Bill.

16. **Transportation.** The transportation risk will be borne by the successful bidder.

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

(a) The Seller shall provide packing and preservation of the equipment and spares/goods contracted so as to ensure their safety against damage in the conditions of land, sea and air transportation, transshipment, storage and weather hazards during transportation, subject to proper cargo handling. The Seller shall ensure that the stores are packed in containers, which are made sufficiently strong, and with seasoned wood. The packing cases should have hooks for lifting by crane/fork lift truck. Tags with proper marking shall be fastened to the special equipment, which cannot be packed.

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

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

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

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

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

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



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 (2019), 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 75 days of this date of contract. Buyer reserves the right to modify the ATP. Seller would be required to provide all test facilities at his premises for acceptance and inspection by Buyer. The details in this regard will be coordinated during the negotiation of the contract. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.

20. **Joint Receipt Inspection.** The Joint Receipt Inspection (JRI) will be held in the presence of board of officers detailed by 11 Field Sub Group, and vendor rep. The goods being procured in this contract will be considered to be delivered only after JRI is signed by both the parties.

21. **Inspection Authority.** The Inspection will be carried out by Board of Officers, 11 **Field Sub Group.** The mode of Inspection will be User Inspection.

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 will form part of the contract placed on successful Bidder: -

(a) The claims may be presented either:

(i) on quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing.

or

(ii) on quality of the stores, where quality does not correspond to the quality mentioned in the contract.

(b) The quantity claims for deficiency of quantity shall be presented within 45 days of completion of JRI and acceptance of goods. The quantity claim shall be submitted to the Seller as per Form DPM-22 (Available in MoD website and can be given on request).

(c) The quality claims for defects or deficiencies in quality noticed during the JRI shall be presented within 45 days of completion of JRI and acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 45 days after expiry of the guarantee period. The quality claims shall be submitted to the Seller as per Form DPM-23 (Available in MoD website and can be given on request).

(d) The description and quantity of the stores are to be furnished to the Seller along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will settle the claims within 45 days from the date of the receipt of the claim at the Seller's office, subject to acceptance of the claim by the Seller. In case no response is received during this period the claim will be deemed to have been accepted.

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

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

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

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

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

(b) The Seller warrants for a period of **36 Months** from the date of acceptance of stores by Acceptance Testing Board. 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 **72 hours** of notification of such defect received by the Seller. Spares required for warranty repairs shall be provided free of cost by the Seller. The Seller also undertakes a minimum of two Preventive Maintenance Service visits during a year to carry out diagnose, test, adjust, calibrate as may be required.

(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%** during the warranty period. Record of the down time would be maintained by the user in the logbook.

(e) If a particular equipment/goods fails frequently and/or, the cumulative down time **exceeds 2%** of the warranty period, the complete equipment/ system shall be replaced free of cost by the Seller within a stipulated period of **30 days** of receipt of the notification from the Buyer. Warranty of the replaced equipment would start from the date of acceptance after Joint Receipt Inspection by the Buyer/date of installation and commissioning.

(f) 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.

(g) In case the Seller refuses or fails to repair/ replace the equipment/system **within 72 hours** during the warranty period, penalty amounting to Rs 500/- per day per equipment/ system maximum upto 5% of the equipment/ system value shall be imposed out of Bank Guarantee held towards warranty. In addition any system / sub-system being down more than 7 days user has option to get it repaired from any suitable agency at risk and cost of the Contractor

(h) Any system or a sub-system level failing three times within a period of three months on displaying chronic faulty behavior or manufacturing defect or quality control problem will be totally replaced by the Contractor at his risk and cost within 30 days of being intimated

(j). The Seller will guarantee the shelf life of (10) years under the Indian tropical condition.

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

(a) The Seller agrees to provide Product Support for the stores, assemblies/subassemblies, fitment items and consumables, Special Maintenance Tools (SMT)/Special Test Equipments (STE) subcontracted from other agencies/ manufacturer by the Seller for a maximum period of 10 years including 03 years of warranty period after the ATP.

(b) The Seller agrees to undertake Maintenance Contract for a maximum period of Seven years after expiry of warranty.

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

(d) Any improvement/modification/up gradation being undertaken by the Seller or their sub suppliers on the stores/equipment being purchased under the Contract will be communicated by the Seller to the Buyer and, if required by the Buyer, these will be carried out by the Seller at Buyer's cost.

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

26. **Annual Maintenance Contract (AMC).** The vendor confirms that he will enter into comprehensive Annual Maintenance Contract (AMC) for the equipment (on Ser No 1, 2 & 3) procured under the Supply Order after expiry of the 36 months warranty period. The vendor is requested to quote rate of AMC alongwith the price bid in the respective column only. **Cost of AMC will be taken into account while determining L1 vendor.** However, the buyer reserves the right to enter into AMC with firm or otherwise on its own discretion based on performance of seller during warranty period. The AMC would encompass the following conditions :-

(a) The Seller would provide comprehensive AMC for a period of **Seven years**. The AMC services should cover the replacement/ repair of modules/ components and maintenance of equipment/ systems including move of engineer etc.

(b) **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 checkups and minor adjustments/tuning as may be required.

(c) **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.

- (d) **Minor Failure.** Any failure in the cards / sub system level will be minor fault. Maximum time for repair shall be 24 hours from the time of reporting the faults.
- (e) **Major Failure.** Any failure of the entire system will be major fault. Maximum time for repair shall be 48 hours from the time of reporting the faults.
- (f) **Response time.** The response time of the Seller should not exceed **24** hours from the time the breakdown intimation is provided by the Buyer.
- (g) **Penalty.** In case equipment/ system is down beyond 48 hrs, penalty of Rs 500/- per day per equipment/ system maximum upto 5% of the AMC value will be charged or recovered out of Bank Guarantee held towards the AMC. In case of any system/subsystem being down for more than seven working days, user has the option to get it repaired from any suitable agency at the risk and cost of vendor
- (h) The Seller agrees to provide 98% uptime for the complete system during the AMC period. Total down time would be calculated at the end of the year. This downtime does not include the duration of time when power failure and Force Majeure circumstances. Maximum downtime 04 days per year. If down time exceeds the permitted down time, LD @0.5% will be charged per day for delay period. *Also, unserviceability of the equipment/ system should not exceeds 02 days at one time.*
- (j) Maximum repair turnaround time for equipment/system would be **02** days. However, the spares should be maintained in a serviceable condition to avoid complete breakdown of the equipment/system.
- (k) **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.
- (l) 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.
- (m) The Buyer reserves the right to terminate the maintenance contract at any stage after giving a notice of 01 month, if the services rendered by the Seller are not satisfactory and the Seller is not able to maintain / repair the equipment / system as per contractual obligation. The Seller will not be entitled to claim any compensation against such termination. During termination of the contract, if any payment is due to the Seller towards the period during satisfactory services are provided in terms of the contract shall be payable by the affected party on pro-rata basis.
- (n) Payment of AMC will be made half yearly on the production of Satisfactory Performance Certificate.

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

(a) Vendor shall be duty bound to provide AMC cover for the period of **seven years, after expiry of warranty**, as specified in the supply order, if so desired by the user.

(b) The seller will furnish a **Maintenance Guarantee by way of Bank Guarantee** through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank, AXIS Bank Ltd or HDFC Bank Ltd) for a **sum equal to 10% of the AMC value** in favour of Station Commander, Station HQ 31 Sub Area **on yearly basis within 30 days from the date of signing of agreement. Maintenance Bank Guarantee will be valid till for atleast two months beyond the date of completion of AMC.** Risk and Expense maintenance as specified below shall be applicable during the AMC period. Payment documents for the previous period shall not be processed unless AMC agreement for the subsequent year is made. In addition PBG will be encashed in case of refusal of AMC cover for subsequent years.

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

## **PART -V: EVALUATION CRITERIA & PRICE BID ISSUES**

**“All Questions and comn of Part V of Tender Enquiry need to be answered and mentioned clearly and failure to do so may result in Disqualification and Rejection of Bid”**

1. **Evaluation Criteria.** The broad guidelines for evaluation of Bids will be as follows:
  - (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
  - (b) In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.
  - (c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. **The Bidders are required to quote basic rate and GST/ any other misc taxation in separate entities. In absence of this, the total quoted by them in their bids will be taken into account in the ranking of bids.**
  - (d) The Bidders are required to spell out the rates of Customs duty, Excise duty and GST 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/GST is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entrained after the opening of tenders. If Bidder chooses to quote 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 Bidder is exempted from payment of Customs duty / Excise Duty / GST 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/ GST, 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 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 GST also.
  - (e) The Lowest Acceptable Bid will be considered further for placement of contract/ Supply Order after complete clarification and price negotiations as decided by the Buyer.
  - (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 AMC value quoted by each bidder will form part of their respective bid and the total cost of the buyer inclusive of AMC would be the deciding factor for ranking of bids. However, it would be the discretion of the buyer whether to conclude the contract with AMC or without AMC.

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

**COMMERCIAL BID FOR THE PROJECT “PROCUREMENT OF 30 X SOLAR HYBRID INVERTOR FOR ISOLATED ELECTRONIC WARFARE DETACHMENTS IN 15 CORPS Z” OUT OF TELE ADM GRANT FOR THE FY 2020-21**

<b>Ser No</b>	<b>Name of item</b>	<b>A/U</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Total Cost</b>
(a)	Hybrid Solar Invertor	Nos	30		
(b)	Solar Panel 100W-12 Volts	Set	30		
(c)	12 V 75 AH Battery	Nos	60		
(d)	<b>Total Basic Cost</b>				
(e)	GST @ Rs				
(f)	<b>Total cost including GST</b>				
(g)	Installation / Commissioning charges including accessories (if any)				
(h)	AMC with spares @ Rs ____ per annum for 7 years on Ser No (d)				
(j)	<b>Total cost of the project including taxes and AMC for 7 years with spares</b>				

- Note**
- (i) Please confirm that the store offered by you is exactly as required under tender enquiry description specification/drawing.
  - (ii) In case there is any deviation the same shall be specifically stated.
  - (iii) **Determining of L1 bidder.** Total landed cost of all items/ equipments/ services and AMC under the proposal will be considered while deciding of L1 excluding taxes/ duties.

**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.

3. The corrigendum(s) issued from time to time by your department/ organizations 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. EMD and DD or proof of exemption as submitted in physical form as mentioned in para 2 of part I of RFP is the true copy of the documents is enclosed.

6. In case any provisions of this tender are found violated , your department/ organization 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 dept in satisfaction of this condition.

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



**NON-DISCLOSURE CERTIFICATE**

It is certified that the Company or any representative of the Company or Agents authorized by the Company will not disclose any information gained by them or their representative or Agents while executing the project "Procurement of 30 x Solar Hybrid Invertor for Isolated Electronic Warfare Detachments in 15 Corps Z" or any documents prepared in connection with the project or any documents received by them or any provision, specification, plan, design, pattern, sample or information thereof to study carried out by them directly or indirectly to any person or Company or press, any violation therein may be treated as a violation of Indian Official Secret Act 1923.

Date : (Authorized Signatory)  
Place : (Company Stamp & Signature)

**ADDITIONAL CHARGES/DISCOUNTS**

It is hereby certified that no Additional Charges Levied or Any Discounts Offered from the prices quoted in the enclosed BOQ, which will have financial implication on the bid value quoted by me.

OR

The following additional Charged Levied / Discounts Offered over and above the prices quoted in the BOQ which will have financial implication on the bid value quoted by me

- (i)
- (ii)
- (ii)

Signed by:

Date:

Official stamp:

**Notes:-**

- 1. Please strike out whichever is not applicable.**
- 2. The certificate will be signed by the owner of the firm or any person auth to do so on behalf of the owner.**
- 3. The certificate will be scanned, digitally signed and uploaded along with the BOQ in the Cover II containing File.**

**TECHNICAL SPECIFICATION**

**Technical literature and brochure must be attached along with the technical bids and all qualitative requirements must be highlighted and serial numbers mentioned in following tables must be serially annotated on relevant technical literature certifying the complied specification.**

**FORM FOR SUBMITTING TECHNICAL BID FOR THE PROJECT "PROCUREMENT OF 30 X SOLAR HYBRID INVERTOR FOR ISOLATED ELECTRONIC WARFARE DETACHMENTS IN 15 CORPS Z"**

Ser No	Feature	Technical Specifications	Compliance (Yes / No)	Offered Specification if deviation	Signature of Bidder for each QR
(1)	<b><u>SOLAR HYBRID INVERTORS</u></b>		Make _____ Model _____		
	(a) Capacity	Not less than 1100VA			
	(b) Wave type	Pure Sine Wave			
	(c) Voltage Window (UPS)	180V-260V			
	(d) Full battery recharge time	10-12 hrs			
	(e) Charge controller rating	30 Amp/ 12V (should be inbuilt)			
	(f) Battery backup support	Support min 12V upto 180 AHC CCA of 100-120amps at - 10°C			
	(g) Protection	Overload, deep discharge, short-circuit, battery low cut off			
	(h) Solar panel support	Not less than 200W			
	(j) Bty Charging	Should have display for mains, charging through mains, solar panel, load through battery, low battery indication and overload indication.			
	(k) <b><u>Additional features</u></b>				
	(i) Supported battery type	Tubular/ Flat/ SMF			
	(ii) Charging selection type	Fast Charging/ Normal Charging			
2.	<b><u>BATTERY</u></b>		Make _____ Model _____		
		02 x 12V 75AHC CCA of 100-120amps at - 10°C			
3.	<b><u>SOLAR PANEL</u></b>		Make _____ Model _____		
		<b>02 x 100W, 12V solar panel with connectors. Iron frame should be provided for easy installation on ground/roof top.</b>			

**MODEL ECS MANDATE FORMAT**

Customer's option to receive through e-payment (ECS/EFT/DIRECT/CREDIT RTGS/ NEFT /Other payment mechanism as approved by RBI.)

**Credit clearing Mechanism**

1. Customer's name :
2. Particulars of Bank Account :
  - (a) Bank Name :
  - (b) Branch :
  - (c) Address :
  - (d) Telephone Number :
  - (e) IFS Code :
  - (f) 9 Digit code number of Bank and Branch appearing on MICR cheque issued by Bank.
  - (g) Account Type (S.B Account/Current Account or Cash.
  - (h) Ledger Number :
  - (j) Ledger Folio Number :
  - (k) Account number as appearing on cheque Book.
3. Please attached a blank cancelled cheque, or photocopy of a cheque or front page of your saving bank serving bank passbook issued by your bank for verification of the above particulars.
4. Date of Effect.

I, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of in complete or correct information. I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under scheme.

Date (.....)  
Signature of customer

Certified that the particulars furnished above are correct as per our record.

### **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 e-procurement/e-tender portal is a prerequisite for e-tendering.
2. Bidder should do the enrolment in the e-procurement site using the “Click here to Enroll” 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.
3. Bidder need to login to the site through their user ID/ password chosen during enrolment /registration.
4. 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 e-token/Smart Card, should be registered.
5. The DSC that is registered only should be used by the bidder and should ensure safety of the same.
6. 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 e-token/Smartcard to access DSC.
7. 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.
8. From my tender folder, the bidder selects the tender to view all the details indicated.
9. 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.
10. 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.
11. Bidder should take into account the corrigendum published before submitting the bids online.
12. 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.
13. 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.

14. 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.

15. 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.

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

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

18. 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.

19. 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.

20. 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.**

21. 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.

22. 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.

23. After the bid submission (i.e. 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.

24. 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.

25. 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 viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.

26. 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 opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

27. 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.

28. 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.

29. 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 to contact over phone: 1800-233-7315 or send a mail over to – ccpp-nic@nic.in.

30. The undertaking to the effect that the terms and conditions stipulated in the tender docu are acceptable by the auth signatory of the bidders 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).**

