

108 MOUNTAIN BRIGADE SIGNAL COMPANY
CARE OF 99 ARMY POST OFFICE, PIN – 908108

REQUEST FOR PROPOSAL (RFP)

INVITATION OF BIDS FOR “PROCUREMENT OF STANDBY 01 X 10 KVA ONLINE UPS FOR KOSHISH, COMN COMPLEX AND OPS ROOM , 01 X 10 KVA ONLINE UPS FOR 300 LINE EPABX EXCH AND 01 X 5.5 KVA ONLINE UPS FOR KU BAND SATELLITE TERMINAL INSTALLED AT CAMPBELL BAY FOR HQ 108 MTN BDE”

REQUEST FOR PROPOSAL (RFP) NO 801/UPS/SIGS/2019 dt 14 AUG 2019

1. The Bids are invited by the 108 MtnBde Sig Coy on behalf of the President of India for supply of items listed in Part II of this RFP. The tender reference number is **801/UPS/SIGS/2019** and can be viewed / downloaded from the website www.eprocure.gov.in.

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

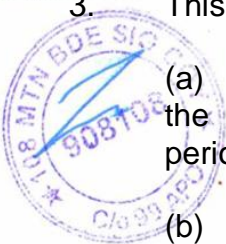
- | | | | |
|-----|--|---|---|
| (a) | Bids/queries to be addressed to | - | Officer Commanding
108 Mtn Bde Sig Coy
PIN-908108
c/o 99 APO |
| (b) | Postal address for sending the Bids | - | 108 MtnBde Sig Coy
PIN-908108
c/o 99 APO |
| (c) | Name/designation of the Point of Contact | - | Lt Col Anupam Dixit
Officer Commanding
108 MtnBde Sig Coy
PIN-908108
c/o 99 APO |
| (d) | Telephone numbers of Point of Contact | - | 03192-286212 (Extn – 3010) |
| (e) | E-mail ids of Point of Contact | - | anuxit.691x@nic.in |
| (f) | Fax Number | - | 03192-286037 |

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.

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(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 Purchase Order**- The Purchase Order will be placed on successful conclusion of negotiations with the 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.



(Anupam Dixit)
Lt Col
Officer Commanding

Enclosures: As above.

PART I - GENERAL INFORMATION

1. **Critical Dates.** The critical dates with respect to the Tender under ref i.e. Tender No **801/UPS/SIGS/2019** are as given below:-

<u>CRITICAL DATESHEET</u>			
<u>Ser</u>	<u>Item</u>	<u>Date</u>	<u>Time</u>
(a)	Published Date	'P' Day	1700 hrs
(b)	Bid Document Download	'P' + 1 Day	1700 hrs
(c)	Date from which Clarification can be sought	'P' + 1 Day	1700 hrs
(d)	Pre-bid Meeting	'P' + 4 Day	1100 hrs
(e)	Earliest Date of Bid Submission	'P' + 4Day	0900 hrs
(f)	Last Date of seeking Clarification on the RFP	'P' + 5 Day	1700 hrs
(g)	Last Date of Bid Submission	'P' + 13 Day	1700 hrs
(h)	Bid Opening Date	'P' + 14Day	1200 hrs
Note: 'P' is the date of publication of the tender			

Submission of the Bids

2. The bids will be submitted in the following manner:-

(a) The following documents shall be submitted **physically** by post or by hand at the address given in Paragraph 2 of the covering letter prior to the last date of submission of bids.

- (i) Earnest Money Deposit (**EMD**) as applicable or a valid **Certificate of Exemption of Earnest Money Deposit (EMD)** as applicable.
- (ii) Tender Conditions Acceptance Certificate. Format for the same is attached as **Appendix 'A'** (to this RFP).
- (iii) Downloaded tender documents duly stamped and signed (Other than Price bid)

Online submission

(b) **Cover-I.** It contains the **Technical Bids** which consist of the following documents (to be submitted online):-

- (i) Valid proof of Company/firm Registration, including certificate of renewal of registration wherever applicable.
- (ii) PAN No, CST/VAT/TIN/Regn. (to be scanned and uploaded), Copy of GSTIN certificate.
- (iii) Bank certificate of credit worthiness. (To be scanned and uploaded on www.eprocure.gov.in).



(iv) Certificate of acceptance of terms and conditions of RFP on firms letter head. (To be scanned and uploaded on www.eprocure.gov.in).

(v) Scanned copy of Earnest Money Deposit (EMD) documents if applicable or the exemption certificate along with BG Certificate (To be scanned and uploaded on www.eprocure.gov.in).

(vi) **Tender Conditions Acceptance Certificate.** The bidder shall certify for acceptance of all the tender conditions of the online RFP and furnish a certificate as per **Appendix 'A'** to the RFP. The certificate duly signed shall be scanned and uploaded on www.eprocure.gov.in. In case of any deviations, the bid shall be rejected. If the certificate is signed by legally authorised signatory, a copy of the authorization letter must be enclosed. It will also be scanned and uploaded on www.eprocure.gov.in.

(vii) DD for Tender fee to be scanned and uploaded on www.eprocure.gov.in.

(viii) Clause by clause compliance of specifications should be mentioned in Paragraph 2 of Part II of the RFP. Relevant certifications should be mentioned wherever applicable.

(ix) **Technical Data Sheet of Equipment.** Technical specifications form will be filled, signed, stamped, scanned and uploaded on www.eprocure.gov.in. The format and specifications are given in **Appendix 'D'** to this bid documents.

(x) OEM authorization certificate.

(xi) Any other details, as considered necessary by the vendor/firm and relevant to the project may also be enclosed.

(xii) Commercial bids will be submitted in the form of "**BOQ**" (Bill of Quantities).

(xiii) Scanned copy of "Additional Charges/ Discounts" clearly bringing out the details of items with **Financial implications** on the bid. The format of the same is attached as **Appendix "B"** to the RFP.

(xiv) Certificate to the effect if the firm is the authorized vendor for the Make/Model/Brand being quoted.

(xv) Certificate regarding years of experience in executing these type of projects

(c). **Cover – II.** Cover - II will contain the Commercial bids and will consist of the following documents which will be submitted online:-

(i) Commercial bids will be submitted in the form of "**BOQ**" (Bill of Quantities) attached as **Appx 'E'** of the RFP.

(ii) Scanned copy of "Additional Charges / Discounts" clearly bringing out the details of items with **Financial implications** on the bid. The format of the same is attached as **Appx "B"** to the RFP.



(iii) **L1 bidder will be decided based on of the basic cost of the project excl all taxes.**

3. **Instruction for online bid submission** 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 attached as **Appendix 'C'**.

4. **Forwarding Of Bids.**

(a) The documents specified in Para 2(a), Part I of this tender will be physically dropped in the sealed tender box. 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) **Online submission.** The **COMMERCIAL** Bid shall be submitted through "Online" website www.eprocure.gov.in. Non submission of bids through online will not be accepted.

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

(d) 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 attached as **Appendix 'C'**. (Ref Page 16)

5 **Place of Opening of the Bids.** **108 Mtn Bde Sig Coy, PIN-908108, c/o 99 APO.**

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 representatives of the bidding vendors/firms.

6 **Pre Bid Meeting.**

(a) **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.

(b) A Pre-bid meeting will be held on **P + 4 Day at 1200h at 108 Mtn Bde Sig Coy, PIN-908108, c/o 99 APO** i.e on the 10th day of issue of RFP to resolve all queries, No queries will be entertained after closure of Pre-bid meeting.

(c) Copies of the query and clarification by the purchaser will be uploaded as corrigendum for all prospective bidders who have received the bidding documents.

7. **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 an ink signed confirmation copy to be sent by

post. All 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.

8. **Clarification Regarding Contents of The Bids.** The detailed instructions for bidders are as **Appendix "C"** During evaluation and comparison of bids, the Buyer may, at his discretion, ask the bidder for clarification of bids submitted by him. 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.

9. **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.

10. **Validity of Bids.** The Bids should remain valid for a minimum period of **(120 days)** from the last date of submission of bids.

11. **Turn Key Project.** This project will be treated as 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.

12. **Earnest Money Deposit.** The Earnest Money Deposit (EMD) should be in separate envelope. Bidders are required to submit EMD for amount of **Rs 60,000/- (Rupees Sixty thousand only)** in favour of **CDA, HQ IDS, New Delhi** 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 Authorized to conduct government business (e.g. ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd etc.) as per Form DPM-13 of DPM 2009 is attached at **Appendix 'E'**. EMD is to remain valid for a period of **120 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 Bank Guarantee (PBG) 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 or MoD itself. The EMD will be forfeited if the Bidder withdraws or amends/impairs or derogates from the tender in any respect within the validity period of their Bid.

13. **Filling of the Tender Set.** The tender is to be filled online and to be uploaded on the CPP Portal and action for tender fee to be taken as per paragraph 2(a)(ii) Part-I of RFP.

14. **Eligibility Criteria.**

- (a) A Vendor or seller as defined in Paragraph 1.4.21 of DPM 2009 who is registered for this item or similar range of products/goods with Central Purchase Organization or DGQA would be eligible to bid. Registration of the firm must be valid on the date of opening of technical bids.



(b) An unregistered firm/vendor may also participate in tender process if it can supply the product as per technical specifications and meets the laid down technical parameters detailed in the RFP. However, in all such cases it would be mandatory on the part of the vendor to give the following additional documents for assessing the capability of the firm to execute the project:-

(i) Copy of minimum three supply order to any Govt Agency/Org to procurement of items as per the BOQ and services provided there in.

(ii) Average annual financial turnover of min Rs 25 Lakhs. CA audited balance sheets of last three financial years to be provided.

(iii) Certificate regarding minimum five years of experience in executing such projects.

(iv) OEM certificates for back end support for minimum five years from the date of bid submission.

(v) Certificate to the affect if the firm is the authorized vendor of an OEM.

(c) This capability verification will, however, not amount to automatic registration of the firm by the registering authority.



PART - II**ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED**

1. **Schedule of Requirements.** List of items / services required is as follows:-

Ser No	Name of item	A/U	Qty	Make & Model	Rate	Total
1	2	3	4	5	6	7
1	Supply, Installation, testing & Commissioning of minimum 10 KVA On-Line UPS System with 2 hrs power backup with SMF battery bank (Five years comprehensive warranty)	Nos	01			
2	Supply, Installation, testing & Commissioning of minimum 10 KVA On-Line UPS System without battery bank (Five years comprehensive warranty on UPS)	Nos	01			
	Supply, Installation, testing & Commissioning of minimum 5.5 KVA On-Line UPS System with 2 hrs power backup with SMF battery bank (Five years comprehensive warranty)	Nos	01			

2. **Technical Details.** Technical specification/compliance of the required items is as per **Appendix 'D'**. To be mentioned in Paragraph 2(b) of Part I of this RFP.

3. **Commercial Details.** Commercial details of the required items is as per **Appendix 'E'**. To be mentioned in Para 2(b) of Part I of this RFP. The same has to be downloaded from the website (<https://eprocure.gov.in/eprocure/app>). As BOQ_cmp)E1.xls file and uploaded after filling the bid.

4. **Technical Evaluation Committee (TEC) Meeting.** NA

5. Commercial offer will be opened only for those firms, whose Technical Offer have been accepted after technical evaluation.

6. The offers (Technical and Commercial) will be opened by separate committees and if firm desires, may depute their representatives, duly authorised 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.

7. **Acceptance Testing.** The services will be subjected to detailed acceptance testing. If requirements are not met during this 30 days period of acceptance testing the contract will be deemed as cancelled at no cost to the buyer. The customer would issue an Acceptance Certificate on successful completion of acceptance testing.

8. **Delivery Period.** The items will be delivered and commissioned within **four weeks** of issue of supply order. Please note Contract can be cancelled unilaterally by the

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Buyer in case the circuit is not established during the period . Extension of duration will be at the sole discretion of the Buyer, with applicability if LD clause.

9. **INCOTERMS for Delivery and Transportation.** Delivery of items will be at **Port Blair** at complete risk of expense of the vendor. Hence, INCOTERMS for delivery and transportation is Not applicable.

10. **Consignee details.** The complete items/stores will be delivered within stipulated period by the seller at location mentioned below :-

The Officer Commanding
108 Mountain Brigade Signal Company
Birchgunj, Port Blair (Andaman)



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 signatures of both the parties on the contract except when some other Effective Date is mutually agreed to and specifically indicated/provided in the contract. The delivery 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 at issuing HQ. 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 offence by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and 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 **801/UPS/SIGS/2019**



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 of stores/goods and conduct of trials, 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. These liquidated damages rates will also be applicable during warranty and AMC period.

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:-

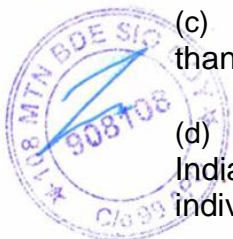
(a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than (one month) after the scheduled date of delivery.

(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) 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.

Taxes and Duties.

14. All taxes as applicable will be reflected separately. Any dispensation will be decided by Army on case to case basis.

(a) **General.**

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

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

(iii) If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.

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



any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes liveable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

(v) Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

(b) **Customs Duty.**

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

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

(iii) In case the Bidder obtains any refund of customs duty, subsequently to the payment of the same by him to the customs authorities and reimbursement of the customs duty to him by the



Payment Authority, he should forthwith furnish the details of the refund obtained and afford full credit of the same to the Buyer.

(c) **Excise Duty.**

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

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

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

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

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

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

(ad) An undertaking to the effect that in case it is detected by the Government that any refund from Excise Authority was obtained by the Seller after obtaining reimbursement from the Paying Authority, and if the same is not immediately refunded by the Seller to the Paying Authority giving details and particulars of the transactions, Paying Authority will have full authority to recover such amounts from the Seller's outstanding bills against that particular contract or any other



pending Government contracts and that no dispute on this account would be raised by the Seller.

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

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

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

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

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

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

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



PART –IV SPECIAL 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 authorised to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).

2. **Option Clause.** **Not Applicable.**

3. **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.

4. **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. The payment shall be made as under: -

- (a) 90% on delivery and completion of Acceptance of the buyer.
- (b) 10% on completion of warranty period.

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

6. **Paying Authority.** The bills of the complete items should be prepared in favour of Officer Commanding, 108 MtnBde Sig Coy, PIN-908108, c/o 99 APO as per IAFA-68, revenue stamp duly affixed in triplicate and should be forwarded to 108MtnBde Sig Coy, PIN-908108 , c/o 99 APO. JCDA, Port Blair will be the payment auth for the project. The payment of bills will be made on submission of the following documents by the Seller to the Authority issuing supply order along with the bill: -

- (a) Ink-signed copy of contingent bill / Seller's bill.
- (b) Ink-signed copy of Commercial invoice / Seller's bill.
- (c) Supply order
- (d) Joint inspection note/opening Bd.



- (e) 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.
- (f) Exemption certificate for Excise duty / Customs duty, if applicable.
- (g) Guarantee/Warranty certificate.
- (h) Performance Bank guarantee / Indemnity bond where applicable.
- (j) 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).
- (k) Any other document/certificate that may be provided for in the Supply Order/Contract.
- (l) User Acceptance.
- (m) PBG.

(Note - From the above list, the documents that may be required depending upon the peculiarities of the procurement being undertaken, may be included in RFP).

7. **Fall Clause.** The following Fall clause will form part of the contract placed on successful Bidder: -

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

(b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/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 -”.

8. **Risk & Expense Clause.**

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

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

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

(i) Such default.

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

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



9. **Force Majeure Clause.**

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

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

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

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

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

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

11. **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.

12. **OEM Certificate.** In case the Seller is not the OEM, the agreement certificate with the OEMfor sourcing the spares shall be mandatory. However, where OEMs do not exist,

minor aggregates and spares can be sourced from authorized vendors subject to quality certification.

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

14. **Earliest Acceptable Year of Manufacture.** OEM Quality/ Life certificate will need to be enclosed with the bill.

15. **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 Supply Order shall be new i.e. not manufactured before (Year of Supply Order), 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.

16. **Quality Assurance.** After the contract is finalized, the Seller would be required to provide the Standard Acceptance Test Procedure (ATP). 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 item should be of the latest manufacture, conforming to the current production standard and having 100 defined life at the time of delivery.

17. **Inspection Authority.** The Inspection will be carried out by Board of Officers detailed by CFA. The mode of inspection will be Departmental Inspection/User Inspection/Joint Inspection/Self Certification.

18. **Warranty Clause**

(a) The Vendor warrants that goods supplied under this contract Conform to technical specifications prescribed and shall perform according to the said Technical Specifications.

(b) The Vendor warrants for a period of **05 Years** from the date of acceptance of stores by joint inspection team or date of installation and commissioning which ever is later (as applicable on case to case basis), that the goods/stores supplied under this contract and each component used in the manufacture there of shall be free from all types of defects/ failures. The warranty is to be extended at **108 Mountain Brigade Signal Company Brichgunj.**

(c) If within the period of warranty, the goods are reported by the buyer to have failed to perform as per the specifications, the vendor either shall replace or rectify the same free of charge, maximum within **03** days of notification of such defect received by the vendor, 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. Record of the down time would be maintained by user in log book. Spares required for warranty repairs shall be



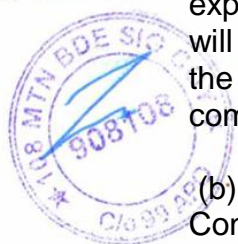
provided free of cost by vendor. The vendor also undertakes to diagnose, test, adjust, calibrate and repair / replace the goods / equipment arising due to accidents by neglect or misuse by the operator during the warranty period, at the cost mutually agreed to between the buyer and the vendor. The vendor shall intimate the assignable cause of the failures.

- (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 uptime is more than 99% for the entire system and part there of the warranty period.
- (e) The vendor shall be obliged to attend the complaint on site within two hours of lodging of the fault report or intimation received from users.
- (f) The vendor required to repair/rectify the defective items at his own cost within 48 hours of lodging the complaint.
- (g) 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.
- (h) If a particular equipment/goods fails frequently and/or, the cumulative down time exceeds 3% of the warranty period, the complete equipment shall be replaced free of cost by the Seller within a stipulated period of 10 days of receipt of the notification from the Buyer. Warranty of the replaced equipment would start from the date of installation and commissioning.
- (j) If the circumstances emerged to send the items to mainland for fault rectification, vendor shall provide with alternate replacement within 48 hours.
- (k) The vendor shall carry out servicing of the items on monthly basis and certificate in this regarding to be obtained from the consignee address for routine/ preventive maintenance.
- (m) In case of the complete delivery, installation and acceptance testing of any goods and services as per the supply order is delayed beyond the period stipulated in this contract, then the vendor undertakes that the warranty period for the goods/ stores/services shall be extended to that extent.

19. **Annual Maintenance Contract.** The Seller would provide comprehensive AMC for a period of 3 years after completion of 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, terms and conditions are given below:-

(a) **Commencement of Annual Maintenance Contract.** If the customer decides to exercise the option to enter into Annual Maintenance Contract upon expiry of the free warranty period, the agreement for Annual Maintenance Contract will be signed with the appropriate authority at least one month prior to the expiry of the free warranty period. The AMC rates will be specified by the seller in commercial bid.

(b) **Renewal of Annual Maintenance Contract.** The Annual Maintenance Contract will be renewed **every year 12 calendar months** from its commencement at the option of the customer. If the customer decides to exercise the option to renew the Annual Maintenance Contract on expiry of the previous year's Annual



Maintenance Contract, the agreement for the renewed Annual Maintenance Contract will be signed with the appropriate authority two weeks prior to the expiry of the previous year's Annual Maintenance Contract, failing which the preceding half yearly payment will be with held.

(c) **Payment Terms.** Payment due from the Customer under this contract shall be paid in arrears towards the end of the corresponding yearly period in single installment subject to satisfactory completion of the maintenance. The invoice along with the pre-receipted bill will be forwarded by the vendor to the customer immediately after expiry of yearly AMC period.

(d) **Performance Bank Guarantee.** An amount equal to 10 % of the cost of the Annual Maintenance Contract shall remain under bank guarantee till the expiry of the AMC period as performance bank guarantee. The vendor shall furnish a performance bank guarantee from a Public Sector Bank equal to the value of the contract within 15 days of signing of the Annual Maintenance Contract.

(e) **Maintenance Service Availability.** The vendor's engineers will be available on call on all days of the week including Sundays and holidays without any extra charges.

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

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

(h) **Risk and Expense Maintenance:** It will be undertaken by the user in the even 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 the case risk maintenance is resorted to, the supplier is liable to pay the amount spent by the government, if any in obtaining the said services through a fresh contract i.e the defaulting supplier has to bear the cost incurred on maintenance services. Factors like method of recovering such amount will be considered by the user while taking a decision to invoke the provisions of risk maintenance.

20. In case of termination of contract, the Contractor will hand over the system in full functional state. If the vendor fails to handover the complete system in fully functional state at the time of termination of contract, the Customer shall have the right to get the system repaired by any third party at the expense of the Contractor and recover the cost from bank guarantee. The vendor shall also be responsible to provide spares during the entire life cycle of the cable even in case of termination of Annual Maintenance Contract.

21. The Annual Maintenance Contract shall include both preventive and corrective maintenance to be carried out by the vendor. The vendor will furnish a schedule for preventive maintenance, acceptance to the customer.

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

(a) The Seller agrees to provide Product Support for the stores, assemblies/subassemblies, fitment items and consumables, Special Maintenance Tools (SMT)/ Special Test Equipments (STE) subcontracted from other agencies/ manufacturer by the Seller for a maximum period of 36 Months **(03 Years)** after the delivery of equipment and software as per the scope of work.

(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/ 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.

(d) The above said warranty to be extended to Brichgunj and items required warranty support are mentioned in Appendix "D"



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) In case where only Indian Bidders are competing, L1 bidder will be determined by excluding levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service Tax, Octroi/entry tax, etc on final product, as quoted by bidders.

(d) 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 also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

2. **Price Bid Format.** The Price Bid Format is given below and Bidders are required to fill this up correctly with full details, as required under Part II of RFP (The format indicated below is only as an illustration. This format should be filled up with items/ requirements as mentioned in Part –II of RFP):-

(a)	Item (s) - Item	Unit price	Qty	Total
	(i) A			
	(ii) B			
	(iii) C			
	(iv) Total price of item(s)			
(b)	Accessories			
(c)	Installation / Commissioning			
(d)	Taining			
(e)	Technical Literature			
(f)	Tools			
(g)	AMC			
(h)	Any Other requirement			

Note: Determination of L1 will be done based on total of basic prices (not including levies, taxes and duties levied by Central/Stae/Local governments such as excise duty,

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VAT, service tax, Octroi/entry tax. Etc on final product) of all items / requirements as mentioned above.

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

- (a) Is Excise Duty extra?
- (b) If yes, mention the following –
 - (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.
- (c) Is Excise Duty Exemption (EDE) required?
- (d) If yes, then mention and enclose the following:
 - (i) Excise notification number under which EDE can be given:
- (e) Is VAT extra?
- (f) If yes, then mention the following:-
 - (i) Total value on which VAT is leviable:
 - (ii) Rate of VAT:
 - (iii) Total value of VAT leviable:
- (g) Is Service Tax extra?
- (h) If yes, then mention the following:-
 - (i) Total value of Services on which Service Tax is leviable
 - (ii) Rate of Service Tax leviable:
- (j) Is Custom Duty Exemption (CDE) required?
- (k) 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:
- (l) Octroi / Entry taxes:
- (m) Any other Taxes / Duties / Overheads / Other costs:



CERTIFICATE

1. It is certified that the company as laid in the paragraphs above and anywhere else in the proposal and in its appendices accepts all the terms and conditions and we will abide by them. It is further certified that any additional cost incurred to complete the turnkey project will be borne by us.

2. It is certified that our firm has not been banned or delisted by any Govt or Quasi Govt agency or PSU.

Company Seal

Place : _____

(Authorised Signature of Vendor/OEM/Company)

Date : _____



Appendix 'A'
(Ref Paragraph 2(a)(iii) & (b)(iv), of
Part I of RFP)

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).

1. 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.

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

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

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

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



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

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Appendix 'B'
(Ref Para 2(c)(ii) of Part I of RFP)

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.

The certificate will be scanned, digitally signed and uploaded along with the BOQ in the Cover II containing File.



Appendix 'C'
(Ref Para 8 of Part I of RFP)

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 eToken/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.
5. Bidder logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the eToken/Smartcard to access DSC.
6. In case of limited tender the regd dealers/ the bidders invited to participate in the tender will receive a notification through e-mail wrt to tender and after log in the bidder selects the tender and moves it to "my tenders". In case of open tenders the bidder selects the tender which he/she is interested in by using the search option & then moves it to the "my tenders" folder.
7. From my tender folder, the bidder selects the tender to view all the details indicated.
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 be viewable by unauthorised 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 authorised 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 contact over phone: 1-800-233-7315 or send a mail over to – cPPP-nic@nic.in.
30. All the pages of Technical Bid and unfilled commercial should have been duly signed by the bidder/auth rep and hard copy will be submitted in the office of TIA.
31. 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.



Appendix'E'

(Ref Para 12 of Part I of RFP)

FORM DPM-13

EMD BANK GUARANTEE FORMAT

Whereas (hereinafter called the "Bidder") has submitted their offer dated.....for the supply of (here in after called the "Bid") against the Buyer's Request for proposal No..... know all men by these presents that weof having our registered office at are bound unto (here in after called the "Buyer") in the sum offor which payment will and truly to be made to the said Buyer, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this..... day of20.....

The conditions of obligations are –

- (1) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.
- (2) If the Bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity.
 - (a) If the Bidder fails to furnish the Performance Security for the due performance of the contract.
 - (b) Fails or refuses to accept/execute the contract. We undertake to pay the Buyer up to the above amount upon receipt of its first written demand, without the Buyer having to substantiate its demand, provided that in its demand the Buyer will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorised officer of the Bank)
Name and designation of the officer Seal, name & address of the Bank and address of the Branch



Appendix 'F'
(Ref Para 10, Part IV of RFP)

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. Particular's 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 attacheda blank cancelled cheque, or photocopy of a cheque or front page of your saving bank serving bank passbook issued by your ban 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.



Appendix 'E'

(Ref Para 3, Part II of RFP)

PRICE BID

Ser N o	Name of item	Qty	Make & Model	Basic Rate (Per Qty)	Total Amount	Any other Taxes (GST)	Total amount Without Tax(GST)	Total amount with Tax (GST)
1	2	3	4	5	6	7	8	9
1.	Supply, Installation, testing & Commissioning of minimum 10 KVA On-Line UPS System with 2 hrs power backup with SMF battery bank (five years comprehensive warranty on UPS)	01						
2	Supply, Installation, testing & Commissioning of minimum 10 KVA On-Line UPS System without battery bank (five years comprehensive warranty on UPS)	01						
3.	Supply, Installation, testing & Commissioning of minimum 5.5 KVA On-Line UPS System with 2 hrs power backup with SMF battery bank (five years comprehensive warranty on UPS)	01						



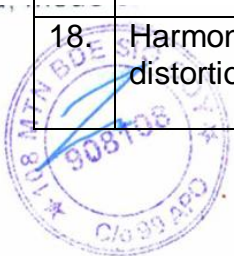
Appendix –‘D’

(Ref Para 3, Part II of RFP)

TECHNICAL SPECIFICATIONS

10 KVA Online Ups With Minimum 2 Hrs Power Backup				
Ser No	Parameters	Minimum Technical specifications	Make & Model	Compliance (Yes/No)
1.	Design of the UPS	The design of the UPS should be fully microprocessor based high grade IGBTs based on true sine-wave pulse width modulation (SPWM) design, true On-Line configuration or higher version with latest technology		
2.	Input	It should support :- Voltage-208VAC/220VAC/230VAC Voltage Range -165~285VAC		
3.	Input Frequency Range	40 Hz to 55 Hz @ 50 Hz system		
4.	Efficiency	(a) AC Mode-87 % or better (b) DC Mode – 91 % or better		
5.	Output	(a) Nominal voltage to be ranging from 208VAC/220VAC/230VAC (b) Voltage regulation to be minimum +/- 1%		
6.	Total Harmonic Distortion	(a) <3% for linear load (b) <5% for non-linear load		
7.	Wave form (output)	Pure True sine wave or better		
8.	Overload capacity should be as follows	Minimum of (a) 110% for 10 minutes (b) >130% for 10 seconds or better		
9.	Operating temperature	0 to 50 ⁰ C or better		
10.	UPS working on batteries preferably to indicate	(a) Present load level (b) Bty level (c) AC Mode (d) Bty Mode (e) Bypass Mode (f) Fault Indications		

10 KVA Online Ups With Minimum 2 Hrs Power Backup (contd...)					
Ser No	Parameters	Minimum specifications	Technical	Make Model &	Compliance (Yes/No)
11.	Relative humidity	0 -95% at noncondensing.			
12.	Noise level	<50 dBA @ 1 meter			
13.	UPS will provide Alarm like	Bty Mode : sounding to indicate Low Bty : sounding every second Overload : Sounding minimum twice to indicate Fault : Continuous sound			
14.	Battery set	(a) Complete with self-standing high durable Minimum tubular with suitable rack to house battery			
		(b) The battery should be a reputed brand having latest ISO brand			
		(c) Boost voltage Min 224 VDC			
		(d) Float voltage Min 217.6 VDC			
		(e) Battery life- Minimum 3 years			
		(f) Bty statistics of minimum 100 AH x 16 Bty to be provided			
15.	Generator input	UPS system should have inherent capability of accepting input from generator set.			
17.	Current crust ratio	Minimum 3:1 or better			
18.	Harmonic distortion	(a) AC –DC Zero (b) Invertor-Bypass : Zero (c) Bypass – invertor : < 5 ms (min)			



10 KVA Online Ups With Minimum 2 Hrs Power Backup (contd...)					
Ser No	Parameters	Minimum specifications	Technical	Make & Model	Compliance (Yes/No)
19.	Power cabling	(a) Adequate power cabling to be provided (b) Should be done with 4 Sq mm cables of ISI make (c) Copper wire to be provided			
20.	Warranty	5 Years comprehensive warranty for both UPS and Bty.			



5.5 KVA Online Ups With Minimum 2 Hrs Power Backup				
Ser No	Parameters	Minimum Technical specifications	Make & Model	Compliance (Yes/No)
1.	Design of the UPS	The design of the UPS should be fully microprocessor based high grade IGBTs based on true sine-wave pulse width modulation (SPWM) design, true On-Line configuration or higher version with latest technology		
2.	Input	It should support :- Voltage-208VAC/220VAC/230VAC Voltage Range - 165~285VAC		
3.	Input Frequency Range	40 Hz to 55 Hz @ 50 Hz system		
4.	Efficiency	(a) AC Mode-87 % or better (b) DC Mode – 91 % or better		
5.	Output	(a) Nominal voltage to be ranging from 208VAC/220VAC/230VAC (b) Voltage regulation to be minimum +/- 1%		
6.	Total Harmonic Distortion	(a) <3% for linear load (b) <5% for non-linear load		
7.	Wave form (output)	Pure True sine wave or better		
8.	Overload capacity should be as follows	Minimum of (a)110% for 10 minutes (b) >130% for10 seconds or better		
9.	Operating temperature	0 to 50 ⁰ C or better		
10.	UPS working on batteries preferably to indicate	(a) Present load level (b) Bty level (c) AC Mode (d) Bty Mode (e) Bypass Mode (f) Fault Indications		
11.	Relative humidity	0 -95% at noncondensing.		
12.	Noise level	<50 dBA @ 1 meter		

5.5 KVA Online Ups With Minimum 2 Hrs Power Backup (contd...)					
Ser No	Parameters	Minimum specifications	Technical	Make Model &	Compliance (Yes/No)
13.	UPS will provide Alarm like	Bty Mode : sounding to indicate Low Bty : sounding every second Overload : Sounding minimum twice to indicate Fault : Continuous sound			
14.	Battery set	(a) Complete with self-standing high durable Minimum tubular with suitable rack to house battery			
		(b) The battery should be a reputed brand having latest ISO brand			
		(c) Boost voltage Min 224 VDC			
		(d) Float voltage Min 217.6 VDC			
		(e) Battery life- Minimum 3 years			
		(f) Bty statistics of minimum 64 AH x 16 Bty to be provided			
15.	Generator input	UPS system should have inherent capability of accepting input from generator set.			
16.	Current crust ratio	Minimum 3:1 or better			
17.	Harmonic distortion	(a) AC –DC Zero (b) Invertor-Bypass : Zero (c) Bypass – invertor : < 5 ms (min)			



5.5 KVA Online Ups With Minimum 2 Hrs Power Backup (contd...)

18.	Power cabling	(a) Adequate cabling to be provided (b) Should be done with 4 Sq mm cables of ISI make (c) Copper wire to be provided		
20.	Warranty	5 Years comprehensive warranty for both UPS and Bty.		

