

Invitation of Bids

Telephone - (91) (020) 27044000
(91) (020) 27044250

Fax - (91) (020) 27044009
(91) (020) 27044259

E-mail - mmg@rde.drdo.in



भारत सरकार, रक्षा मंत्रालय,
Government of India, Ministry of Defence,
रक्षा अनुसंधान तथा विकास स्थापन,
Defence Research & Development Organisation,
अनुसंधान तथा विकास स्थापन (इंजीनियर्स),
Research & Development Establishment (Engineers),
कलस, आलंदी रोड, दिघी पो.ओं., पुणे - 411015, भारत
Kalas, Alandi Road, Dighi P.O., Pune-411 015, INDIA

Date: 09.05.2017

Invitation of Bids for Automated Ultrasonic C-Scan Inspection System

Tender / Request for Proposal (RFP) Reference No. N0021 dt. 09.05.2017

Date & Time for Submission on or before:

05	07	2017	11:00 Hrs
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Date & Time of Opening:

06	07	2017	11:00 Hrs
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To

OPEN TENDER

- Online Bids through e-procurement method are invited for supply of item in Part V of this RFP as per **Two Bid** System.
- The address and contact numbers for seeking clarifications regarding this RFP are given below:
 - Queries to be addressed to: The Director, R&DE (E)
 - Postal address: Kalas, Alandi Road, P.O. Dighi, Pune-411015, India
 - Name & designation of the contact Officer: Dr Makarand Joshi, Sc G
 - Telephone number(s) of the contact Officer: 020-27044860
 - Fax number(s): 020-27044009
 - E-mail ID of contact Officer: mjoshi@rde.drdo.in
- This RFP is divided into Seven parts as follows:
 - Part I contains General Information and Instructions for the Bidders.
 - Part II contains Standard Terms and Conditions.
 - Part III contains Special Terms and Conditions applicable to this.
 - Part IV contains Vendor Qualification Criteria.
 - Part V contains Details of the Store(s)/Service(s) required.
 - Part VI contains Evaluation Criteria of Bids.
 - Part VII contains Price Bid Format.
- This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof or foreclose the procurement case at any stage. The Buyer also reserves the right to disqualify any vendor, should it be necessary, at any stage on grounds of National Security.
- You may contact The Director, Research & Development Establishment (Engineers), Kalas, Alandi Road, P.O. Dighi, Pune-411015 INDIA for any grievance related to bidding condition, bidding process and/or rejection of bid. With regard to bidding condition, this shall be done in writing at least seven days in advance of the stipulated date of submission of bid.

Yours sincerely,
SD/-
Sc 'F'

(NK Chaudhary)
For Director

For & on behalf of President of India

Part I – General Information and Instructions

Sr. No.	Clause Description	applicability
1	Pre-bid Conference: A pre-bid meeting will be held at 1030 hrs on 20/06/2017 at R&DE (E) to answer any queries or to clarify doubts regarding submission of proposals. Bidders or their authorized representatives (duly authorised in writing) are invited to attend. This event will not be postponed due to non-presence of your representative.	
2	Last Date and Time for Depositing the Bids: <u>On 05/07/2017 at 1100 Hrs</u>	
3	Manner of Depositing the Bids: <u>Bid should be submitted through e-procurement method on website www.eprocure.gov.in</u>. All the Bid related documents as per cover details should be uploaded on the e-procurement website prior to deadline prescribed for submission of bid.	
4	Time and Date for Opening of Bids: <u>On 06/07/2017 at 1100 Hrs</u>	
5	Place of Opening of the Bids: Research & Development Establishment (Engineers). The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Relevant parts and important commercial/ technical clauses quoted by all Bidders will be read out in the presence of the representatives of the participating Bidders. This event will not be postponed due to non-presence of your representative. 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. Only Techno-Commercial Bids will be opened. Price Bids will be opened on the date of CNC. CNC date will be intimated only to the vendors qualifying TCEC.	
6	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 03 (three) days prior to the date of opening of the Bids. Copies of the query and clarifications by the purchaser will be sent to all prospective bidders who have received the bidding documents from the Group and would be posted on the website in case of advertised tender enquiry. Any corrigendum will be published on website www.eprocure.gov.in only.	
7	Indian firms need to quote only in Indian Rupees. An Indian firm can quote in FE on behalf of their OEM only if they are either a 100% subsidiary of the OEM or an Indian Agent of the foreign OEM in accordance with their agency agreement. The firms claiming to be: I. A 100% subsidiary would be required to produce documentary evidence in support of their claim along with their Techno-Commercial bid failing which their bid would be disqualified. II. An agent of foreign OEM, for submitting the offer on behalf of OEM, would be required to produce a copy of their agency agreement with their principals and a copy of registration/enlistment with DRDO/Ministry of Defence/ DGS&D as an Indian agent, if registered/enlisted, along with their Techno-Commercial bid, failing which their bid would be disqualified. It would be mandatory for an Indian agent to get registered /enlisted with DRDO/Ministry of Defence/ DGS&D as an Indian agent of OEM prior to evaluation of their Price bid, failing which their bid also would be disqualified	
8	Validity of Bids: The Bids should remain valid for 180 days from the last date of submission of the Bids	
9	Modification and Withdrawal of Bids: A bidder may resubmit or withdraw his Bid after submission on website (www.eprocure.gov.in) prior to deadline prescribed 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 specified period of bid validity.	
10	Tender Fee and Earnest Money Deposit :- a) Tender Fee: In case the RFP are downloaded from the website by the bidder, it will not be charged. However, if the bidder wants it from the Lab/Estt, it will be supplied at rate of Rs. 500 /- in the form of an Account Payee Demand Draft which include postal charges. RFP will be supplied free of cost to MSEs registered with National Small-Scale Industries Corporation (NSIC) and other such agencies as decided by the Govt. Lab/Estt will not be	

	<p>responsible for any postal delay.</p> <p>b) Earnest Money Deposit (EMD) of Rs. 2500000/- Earnest Money Deposit is to be submitted by separate crossed Demand Draft drawn on a Nationalised or Scheduled Bank in favour of 'The Director, R&DE(Engrs)', payable at Pune.</p> <p>Foreign Bidder can submit EMD by way of Bank Guarantee (BG). This bank guarantee shall be submitted in the prescribed format (Annexure 'E') enclosed and shall be routed through 'State Bank of India, Pune Main Branch, Collector's Office Compound, Dr. B.R. Ambedkar Road, Pune – 411 001, Swift Code No. SBININBB238. Kindly note that Foreign Bank will issue their counter Guarantee in favour of 'State Bank of India, Pune Main Branch and State Bank of India, Pune will issue their guarantee favouring The President of India, through The Director, Research in favour of the "The Director, R&DE(E), Dighi, Pune". & Development Establishment (Engrs), Dighi, Pune – 411 015 against counter guarantee of foreign Bank. EMD BG should clearly indicate Tender Enquiry reference number. All foreign Bank Charges in seller's country shall be to seller's account and banking charges payable in India shall be to buyer's account.</p> <p>EMD will be returned for successful bidder after receipt of Performance cum Warranty Bond. Tender Fee and Earnest Money Deposit are not applicable to vendors registered with Central Purchase Organizations (DGS&D), NSIC, Departments of MoD, DRDO labs. Scanned copies of Demand Draft of Tender fee and Earnest Money Deposit or valid registration certificate are to be uploaded on e-procurement website along with tender as per cover details. Demand Drafts should be forwarded by post to this Establishment. The envelope containing the above documents should be submitted in sealed condition, clearly mention (a) Tender Enquiry reference number and date of submission of the Bids, (b) Tender Fee / Earnest Money Deposit (c) Kind Attn:- GD MMG prior to deadline prescribed for submission of bid. No Bid should be submitted without Tender Fee and Earnest Money Deposit. Tender Documents are not transferable. No responsibility will be taken by buyer for non-receipt of Demand Draft/Registration certificates. In case of foreign bidder, EMD will be accepted in INR only. EMD is to remain valid for a period of forty-five days beyond the final bid validity period.</p> <p>The EMD will be forfeited-</p> <p>a) If the Bidder withdraws, amends, impairs or derogates from the tender in any respect within the validity period of their tender.</p> <p>b) If the successful bidder fails to furnish required Performance cum Warranty Bond</p>	
11	Clarification Regarding Contents of the Bids: During evaluation of bids, the Buyer may, at his discretion, ask the bidder for clarification on his Bid. The request for clarification will be given in writing. No clarification on the initiative of the bidder will be entertained after opening of bid.	
12	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. Non-compliance of applicable General Information will disqualify your Bid	
13	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 de-registered for the range of items in this RFP, as per the policy in vogue.	
14	Bidders must submit Quotation pertaining to themselves only.	
15	Bids of debarred/blacklisted firms will not be considered for evaluation.	

Part II – Standard Terms and Conditions

The Bidder is required to give confirmation of their acceptance of the Standard Terms and Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

<u>Sr. No.</u>	<u>Clause Description</u>	<u>Applicability</u>
<u>1</u>	Effective Date of the Contract: In case of placement of a supply order, the date of the Supply Order would be deemed as effective date. In case a contract is to be signed by both the parties, the Contract shall come into effect on the date of signatures of both the parties on the Contract (Effective Date) or as agreed during negotiations. The deliveries and supplies and performance of the services shall commence from the effective date of the Contract.	
<u>2</u>	Law: The Contract shall be considered and made in accordance with the laws of the Republic of India and shall be governed by and interpreted in accordance with the laws of the Republic of India.	
<u>3</u>	<p>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 product or performance, which cannot be settled amicably, shall be resolved by arbitration in accordance with the following applicable provision:</p> <p>a) For Central and State PSEs: The case of arbitration shall be referred to the Department of Public Enterprises for the appointment of sole arbitrator by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause.</p> <p>b) For Defence PSUs: The case of arbitration shall be referred to the Secretary Defence (R&D) for the appointment of arbitrator(s) and proceedings.</p> <p>c) For other Firms: Any dispute, disagreement or question arising out of or relating to the Contract or relating to product or performance, which cannot be settled amicably, shall be resolved by arbitration in accordance with either of the following provisions: The case of arbitration may be referred to respective CFA or a person appointed by him who will be sole arbitrator and the proceedings shall be conducted in accordance with procedure of Indian Arbitration and Conciliation Act, 1996.”</p> <p style="text-align: center;">Or</p> <p>The case of arbitration may be referred to International Centre for Alternative Dispute Resolution (ICADR) for the appointment of arbitrator and proceedings shall be conducted in accordance with procedure of Indian Arbitration and Conciliation Act, 1996.</p> <p style="text-align: center;">Or</p> <p>The case of arbitration may be conducted in accordance with the rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules in India. However, the arbitration proceedings shall be conducted in India under Indian Arbitration and Conciliation Act, 1996.</p>	
<u>4</u>	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 Contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the 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 Contract or any other contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or anyone 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 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 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 (i) Prime Lending Rate of State Bank of India for Indian bidders, and (ii) London Inter Bank Offered Rate (LIBOR) for the foreign bidders. The applicable rates on the date of opening of bid shall be considered for this. The Buyer will also have the right to recover any such amount from any contracts in vogue with the Government of India.	
6	Access to Books of Accounts: In case it is found to the satisfaction of the Buyer that the Bidder/ Seller has violated the provisions of use of undue influence and/or employment of agent to obtain the Contract, the Bidder/ Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/ information/ Books of Accounts	
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	Handling of Classified Information by Indian Licensed Defence Industry: Any classified document/ information/ equipment being shared with Indian Licensed Defence Industries will be protected/ handled to prevent unauthorized access as per provisions of Chapter 5 of Security Manual for Indian Licensed Defence Industries issued by MoD (Department of Defence Production).	
9	Withholding of Payment: 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 the Contract, the Buyer may, at his discretion, withhold any payment until the completion of the Contract	
10	Liquidated Damages: The Buyer may deduct from the Seller, as agreed, liquidated damages at the rate of 0.5% per week or part thereof, of the basic cost of the delayed stores which the Seller has failed to deliver within the period agreed for delivery in the contract. LD can also be levied on the Seller on the basic cost of the stores supplied partially within the scope of the order/ contract that could not be put to use due to late delivery of the remaining stores. The maximum quantum of LD would be 10% of the total order value (excluding taxes & duties).	
11	Termination of Contract: The Buyer shall have the right to terminate the Contract in part or in full in any of the following cases:- a) The store/ service is not received/ rendered as per the contracted schedule(s) and the same has not been extended by the Buyer. Or The delivery of the store/service is delayed for causes not attributable to Force Majeure for more than 03 months after the scheduled date of delivery and the delivery period has not been extended by the Buyer.	

	<p>b) The delivery of store/service is delayed due to causes of Force Majeure by more than 03 months provided Force Majeure clause is included in the contract and the delivery period has not been extended by the Buyer.</p> <p>c) The Seller is declared bankrupt or becomes insolvent.</p> <p>d) The Buyer has noticed that the Seller has violated the provisions of use of undue influence and/ or employment of agent to obtain the Contract.</p> <p>e) As per decision of the Arbitration Tribunal.</p>	
12	Notices: Any notice required or permitted by the Contract shall be written in 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.	
13	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 Contract or any part thereof without written consent of the Buyer	
14	Use of Patents and other Industrial Property Rights: The prices stated in the Contract/ SO 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 or any or all the rights mentioned above.	
15	Amendments: No provision of the Contract/ SO shall be changed or modified in any way (including this provision) either in whole or in part except when both the parties are in written agreement for amending the Contract/ SO.	
16	<p>Taxes and Duties</p> <p>a) In respect of Foreign Bidders: All taxes, duties, levies and charges which are to be paid for the delivery of stores/services, including advance samples, shall be paid by the parties under the Contract in their respective countries. However, the corporate/ individual income tax, if applicable, will continue to be paid by the concerned party/ individual.</p> <p>b) In respect of Indigenous Bidders:</p> <p>(i) General</p> <ul style="list-style-type: none"> • Bidders must indicate separately the relevant taxes/ duties likely to be paid in connection with delivery of completed goods specified in RFP. In absence of this, the total cost quoted by them in their bids will be taken into account in the ranking of bids. • 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 them up to the limit of exemption which they may have. If any concession is available in regard to rate/ quantum of any Duty/ tax, it should be brought out clearly. In such cases, relevant certificate will be issued by the Buyer later to enable the Seller to obtain exemptions from taxation authorities. • Any changes in levies, taxes and duties levied by Central/ State/ Local governments such as excise duty, VAT, Service tax, Octroi/entry tax, etc on final product upward as a result of any statutory variation taking place within contract period shall be allowed reimbursement by the Buyer, to the extent of actual quantum of such duty/ tax paid by the Seller. Similarly, in case of downward revision in any such 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. Section 64-A of Sales of Goods Act will be relevant in this situation. • Levies, taxes and duties levied by Central/ State/ Local governments such as excise duty, VAT, Service tax, Octroi/ entry tax, etc on final product will be paid by the Buyer on actuals, based on relevant documentary evidence, wherever applicable. Taxes and duties on input items will not be paid by Buyer and they may not be indicated 	

	<p>separately in the bids. Bidders are required to include the same in the pricing of their product.</p> <ul style="list-style-type: none"> •TDS as per Income Tax Rules will be deducted and a certificate to that effect will be issued by the paying authority. <p>(ii) Excise Duty:</p> <ul style="list-style-type: none"> •DRDO is a public funded research institution and has been exempted from the payment of Excise Duty, as per the description of stores and conditions thereon, under Notification No. 64 /95 as amended and 10/97 as amended. • The successful bidder would be issued Excise Duty Exemption Certificate (EDEC) by this office under the said notification at the time of dispatch of finished material from the factory for goods manufactured against the Contract. •Bidders may note that EDEC would be issued ONLY in favour of beneficiary of the Contract unless otherwise specified in the SO/ Contract. •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. •CENVAT Excise Duty: Bidders are advised to specifically mention the rate of Excise Duty payable in spite of issuance of EDEC. In the absence of such explicit declaration, it would be deemed that quoted prices include applicable CENVAT Excise Duty. <p>(iii) Octroi Duty & Local Taxes:</p> <ul style="list-style-type: none"> •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. <p>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. After the issue of exemption certificate by the Buyer, the Seller may get the reimbursement from the local authority.</p> <ul style="list-style-type: none"> • R&DE (E) is exempted from the local body taxes. LBT registration No. PMC-LBT-018-0064887. 	
<u>17</u>	<p>Denial Clause: Variations in the rates of statutory levies within the original delivery schedule will be allowed if taxes are explicitly mentioned in the contract/ supply order and delivery has not been made till the revision of the statutory levies. Buyer reserves the right not to reimburse the enhancement of cost due to increase in statutory levies beyond the original delivery period of the supply order/ contract even if such extension is granted without imposition of LD.</p>	
<u>18</u>	<p>Undertaking from the Bidders: An undertaking will be obtained from the Bidder/firm/company/vendor that in the past they have never been banned/debarred for doing business dealings with Ministry of Defence/Govt. of India/ any other Govt. organisation and that there is no enquiry going on by CBI/ED/ any other Govt. agency against them.</p>	

Part III – Special Terms and Conditions

The Bidder is required to give confirmation of their acceptance of Special Terms and Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder

<u>Sr. No.</u>	<u>Clause Description</u>	<u>Applicability</u>
1	Apportionment of Quantity: NA	
2	<p>Performance cum Warranty Bond:</p> <p>a) Indigenous Bidder: The Seller may be required to furnish a Performance cum Warranty Bond by way of Bank Guarantee (BG), in favour of the “The Director, R&DE(E), Dighi, Pune”, for a sum equal to 10% of the Contract value (excluding taxes). The Bond submitted by way of Bank Guarantee (BG) should be valid up to 60 days beyond the date of completion of all contractual obligations, including warranty obligation. The specimen of bond can be provided on request.</p> <p>b) Foreign Bidder: The Seller may be required to furnish a Performance cum Warranty Bond by way of Bank Guarantee (BG) from Seller’s Bank through an internationally recognized first class bank, in favour of “The Director, R&DE(E), Dighi”, for a sum to 10% of the Contract value. The BG should be valid up to 60 days beyond the date of completion of all contractual obligations, including warranty obligation. The specimen of bond can be provided on request.</p> <p>The Performance cum Warranty Bond will be forfeited by the Buyer, in case the conditions regarding adherence to delivery schedule and/or other provisions of the Contract/ SO are not fulfilled by the Seller.</p>	
3	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 (rounded up to the next whole number) in accordance with the same terms and conditions of the Contract. This will be applicable within the currency of the Contract. It will be entirely the discretion of the Buyer to exercise this option or not	
4	Repeat Order Clause: The Contract will have a Repeat Order Clause, wherein the Buyer can order up to 50% quantity of the original contracted quantity (rounded up to the next whole number) under the Contract within six months from the date of completion of supply under the original Contract/ SO. The Repeat Order will have rates on not exceeding basis while the terms and conditions will remain unchanged. It will be entirely the discretion of the Buyer to exercise the Repeat order or not	
5	Tolerance Clause: NA	
6	Purchase Preference Clause: Purchase preference will be granted to the nominated agencies for the specified quantity as per the policy of Govt. of India in vogue	
7	Transfer of Technology (ToT): NA	
8	Permissible Time Frame for Submission of Bills: To claim payment (part or full), the Seller shall submit the bill(s) along with the relevant documents within 30 days from the completion of the activity/ supply.	
9	<p>Payment Terms</p> <p>a) The payment will be made as per the following terms, on production of the requisite documents:</p> <p>(i) In cases where installation is required and is covered in the scope of the order, 80% payment will be released on receipt of goods and balance will be paid after installation and commissioning.</p> <p>b) Advance Payments: No advance payment will be made.</p> <p>c) Part Supply and Pro Rata Payment : Part supply will not be acceptable.</p>	

	<p>d) Mode of Payment</p> <p>For Indigenous Sellers: It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details to facilitate payments through ECS/EFT mechanism instead of payment through cheque, wherever feasible.</p> <p>For Foreign Seller: The payment will be arranged through Letter of Credit from Reserve Bank of India/ State bank of India/ any other Public Sector Bank, as decided by the Buyer, to the Bank of the Foreign Seller as per mutually agreed terms and conditions. The Letter of Credit will preferably be opened with validity of 90 days from the date of its opening, on extendable basis by mutual consent of both the parties. Letter of Credit opening charges in India will be borne by the Buyer. However, the extension charges, if any, will be borne by the party responsible for the extension</p> <p>For the contract costing up to US \$ 100,000 (or equivalent) or the payment of Training/ Installation & Commissioning/ AMC charges, preferable mode of payment will be by Direct Bank Transfer (DBT). DBT payment will be made within 30 days of receipt of clean Bill of Lading/ AWB/ Proof of shipment and such other documents indicating completion of the contractual obligation on part of the Seller as provided for in the contract, but such payments will be subject to the deductions of such amounts as the Seller may be liable to pay under the agreed terms of the Contract</p>	
<p>10</p>	<p>Documents to be Furnished for Claiming Payment</p> <p>a) Indigenous Sellers: The payment of bills will be made on submission of the following documents by the Seller to the Buyer</p> <ol style="list-style-type: none"> i. Ink-signed copy of Contingent Bill. ii. Ink-signed copy of Commercial Invoice / Seller's Bill. iii. Bank Guarantee for Advance, if applicable. iv. Guarantee/ Warranty Certificate. v. Details for electronic payment viz. Bank name, Branch name and address, Account Number, IFS Code, MICR Number (if these details are not already incorporated in the Contract). (vi) Original copy of the Contract and amendments thereon, if any. vi. Self-certification from the Seller that the CST/ VAT received under the contract would be deposited to the concerned taxation authority. In this regard, extant Government orders will be applicable as communicated by DRDO HQ. vii. Any other document/ certificate that may be provided for in the Contract. <p>b) Foreign Sellers: In case of payment through Letter of Credit (LC), paid shipping documents are to be provided to the Bank by the Seller as a proof of dispatch of goods as per contractual terms/ LC conditions so that the Seller gets payment from LC. The Bank will forward these documents to the Buyer for getting the goods/ stores released from the Port/ Airport. However, where the mode of payment is DBT, the paid shipping documents are to be provided to the paying authority by the Buyer.</p> <p>Documents will include:</p> <ol style="list-style-type: none"> i. Clean on Board Airway Bill/Bill of Lading ii. Original Invoice iii. Packing List iv. Certificate of Origin from Seller's Chamber of Commerce, if any. v. Certificate of Quality and year of manufacture from OEM. vi. Dangerous Cargo Certificate, if applicable. vii. Insurance Policy of 110% value in case of CIF/ CIP contract (viii) Certificate of Conformity and Acceptance Test at PDI, if any. viii. Phyto-sanitary/ Fumigation Certificate, if any. ix. Any other documents as provided for in the Contract. 	

11	Exchange Rate Variation (ERV) Clause: NA	
12	<p>Force Majeure Clause:</p> <ul style="list-style-type: none"> i. Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations, 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 operations, 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. ii. In such circumstances the time stipulated for the performance of an obligation under the Contract is extended correspondingly for the period of time commensurate with actions or circumstances and their consequences. iii. The party for which it becomes impossible to meet obligations under the Contract due to Force Majeure conditions, is to notify in written form to the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from their commencement. iv. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be considered as sufficient proof of commencement and cessation of the above circumstances. v. If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the Contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received 	
13	Export License: The Bidder is required to furnish full details and formats of End Use Certificate required for obtaining export clearance from the country of origin. This information will be submitted along with Techno-Commercial bid. In the absence of such information, it would be deemed that no document is required from the Buyer for export clearance from the country of origin	
14	Buy Back : NA	
15	Free Issue of Material (FIM): NA	
16	<p>Terms of Delivery</p> <p>For Foreign Bidder: Foreign bidders are required to quote both on CIF/CIP (destination) and FCA/FOB (Gateway) basis. If CIP/CIF cost is not available, an additional 10% of FCA/FOB cost over and above quoted FCA/FOB cost will be loaded on their respective bid for comparison purposes.</p> <p>However, the Buyer may finalize any other term of delivery on the merit of case as per the INCOTERMS 2010 issued by International Chamber of Commerce (ICC).</p> <p>For Indigenous Bidder: The delivery of goods shall be on FOR R&DE(E), Pune.</p>	
17	<p>Packing and Marking Instruction</p> <ul style="list-style-type: none"> 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. The packing cases should have provisions 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) A label in english shall be pasted on the carton indicating the under mentioned details of the item contained in the carton. 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 	

	<p>full set of the packing lists shall be placed in case No.1 painted in a yellow colour.</p> <p>e) The Seller shall mark each package with indelible paint in english language as follows:-</p> <ol style="list-style-type: none"> i. Contract No. _____ ii. Consignee _____ iii. Port / airport of destination _____ iv. Ultimate consignee _____ v. Package No. _____ vi. Gross/net weight _____ vii. Overall dimensions/volume _____ viii. The Seller's marking _____ <p>f) If necessary, each package shall be marked with warning inscriptions: <Top>, <Do not turn over>, category of cargo etc.</p> <p>g) 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 damage or deterioration during transportation by land, air or sea. In such case the Buyer shall finalize the marking with the Seller.</p>	
<u>18</u>	<p>Inspection Instruction</p> <ol style="list-style-type: none"> i. Raw material inspection ii. Part inspection iii. Stage/Subsystem inspection iv. Pre-Delivery Inspection v. Factory Acceptance Test vi. Post Delivery inspection on receipt of store vii. Inspection Authority: The Inspection will be carried out by a representative duly nominated by the Director. 	
<u>19</u>	<p>Franking Clause: The fact that the stores have been inspected after the delivery period and accepted by the inspectorate does not bind the Buyer, unless at his discretion he agrees, to accept delivery thereof.</p> <ol style="list-style-type: none"> I. In Case of Acceptance of Store(s): "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. II. In Case of Rejection of Store(s): "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. 	
<u>20</u>	<p>Claims:</p> <ol style="list-style-type: none"> a) The quantity claims for deficiency of quantity and/ or the quality claims for defects or deficiencies in quality noticed during the inspection shall be presented within 45 days of completion of inspection. b) The Seller shall collect the defective or rejected goods from the location indicated by the Buyer and deliver the repaired or replaced goods at the same location, within mutually agreed period, under Seller's arrangement without any financial implication on the Buyer 	
<u>21</u>	<p>Warranty: The Seller will declare that the goods, stores articles sold/ supplied shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specifications and particulars contained/ mentioned in the contract. The Seller will guarantee that the said goods/ stores/ articles would continue to conform to the description and quality for a period of, 12 months from the date of acceptance/ installation of the said goods stores/ articles. If during the aforesaid period of 12 months, the said goods/ stores are discovered not to conform to the description and quality aforesaid, not giving satisfactory performance or have deteriorated, the Buyer shall be entitled to call upon the Seller to rectify the goods/ stores/ articles or such portion thereof as is found to be defective by the Buyer within a reasonable period without any financial implication on the Buyer.</p>	

	In cases of procurement of software, Seller shall issue/provide up-upgrades of the software free of cost during the warranty period	
22	<p>Product Support:</p> <p>a) The Seller agrees to provide product support for the stores, assemblies/ sub-assemblies, fitment items, spares and consumables, Special Maintenance Tools (SMT)/ Special Test Equipments (STE) for a minimum period of 20 years including 1 years of warranty period after the delivery.</p> <p>b) The Seller agrees to undertake a maintenance contract for a minimum period of 15 years/ months. The Seller is required to quote the price for both comprehensive and non-comprehensive maintenance of the equipment after the expiry of warranty period in the price bid.</p>	
23	<p>Annual Maintenance Contract (AMC) Clause:</p> <p>The Seller would provide a Comprehensive AMC for a period of <u>3</u> years. The AMC services should cover the repair and maintenance of all the equipment and systems purchased under the Contract and specify following:</p> <ol style="list-style-type: none"> i. Maximum repair turnaround time for equipment/system would be <u>90</u> days. ii. Required spares that may be stored at site by the Seller at their own cost to avoid complete breakdown of the equipment/system and to ensure serviceability. <p>a) The AMC services would be provided in two distinct ways:</p> <ol style="list-style-type: none"> i. Preventive Maintenance Service: The Seller will provide a minimum of <u>4</u> Preventive Maintenance Service visits during a year to the operating base to carry out functional checkups and minor adjustments/ tuning as may be required. ii. Breakdown Maintenance Service: In case of any breakdown of the equipment/system, on receiving a call from the Buyer, the Seller is to provide prompt maintenance service to make the equipment/ system serviceable. <p>b) Response Time: The response time of the Seller should not exceed <u>72</u> hours / days from the time breakdown intimation is provided by the Buyer.</p> <p>c) Serviceability of <u>95%</u> per year is to be ensured. This amounts to total maximum downtime of 15 days per year. Also un-serviceability should not exceed 15 days at any given time. Total down time would be calculated at the end of the year. If downtime exceeds permitted limit, LD/ Extension/ Termination may be considered as per merit of the case as decided by the Buyer.</p> <p>d) 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.</p> <p>e) 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 items being taken out of location.</p> <p>f) Period of AMC may be extended as per mutual agreement subject to satisfactory performance.</p> <p>g) The Buyer reserves the right to terminate the maintenance contract at any time without assigning any reason whatsoever, after giving a notice of one months. The Seller will not be entitled to claim any compensation against such termination. However, while terminating the Contract, if any payment is due to the Seller for maintenance services already performed in terms of the Contract, the same would be paid as per the Contract terms</p>	
24	Price Variation (PV) Clause: NA	

25	Intellectual Property Rights (IPR): The rights of Intellectual Property, developed under the Contract, will be either the property of Govt. of India or jointly owned by the Govt. of India and the Development Partner. The holding of rights of intellectual property will be decided by the Buyer based on the merits of the case. Even where IPR is jointly held, Govt. of India will have the marching rights on IPR, i.e., the Development Partner will have to give technical knowhow/design data for production of the item to the designated Production Agency nominated by Govt. of India. The Development Partner will, however, be entitled to license fee / royalty from designated agency as per agreed terms and conditions. The Development Partner will also be entitled to use these intellectual properties for their own purposes, which specifically excludes sale or licensing to any third party.	
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PART IV- Vendor Qualification Criteria

The broad criteria for qualifications of bidders should be in the following terms:

<u>Sr. No.</u>	<u>Clause Description</u>	<u>Aplicability</u>
1	Technical Capabilities : Expertise available in the critical areas to complete the task <ul style="list-style-type: none"> • Vendor should provide relevant documents mentioning expertise in developing such type of machine. • Vendors should provide details (with photograph) similar installation in India and worldwide along with two customer testimonials of similar type of machine installation done in past five years (2009 onwards). Preferably one testimonial should be from customer within India. 	
2	Manufacturing Facilities : Availability of Infrastructure required to carry out the activity <ul style="list-style-type: none"> • Vendor should give details regarding availability of required manpower and infrastructure to be utilized to carry out this development work for timely delivery of machine. In addition brief summary of the qualification of manpower working on this development. 	
3	Financial Capabilities : <ul style="list-style-type: none"> • Should have minimum financial resources to execute the order • Should submit solvency certificate from their bank • Capabilities to furnish bank guarantee • Numbers of such type of contracts executed in past. 	
4	Management Capabilities : <ul style="list-style-type: none"> • Documents mentioning availability of quality management systems, Quality Control System • Contracts or orders terminated before completion with reasons, if any • Any premature termination of job/supply order/contract for Ministry of Defence, Government of India • Any extension of delivery date given to delay in supply of equipment to any seller within country 	

Part V – Essential Details of Items/Services Required

Sr. No.	Clause Description	Applicability												
1	<p>Schedule of requirement: List of items / services required are as follows –</p> <table border="1" data-bbox="220 338 1305 477"> <thead> <tr> <th data-bbox="220 338 767 389">Name/Description of Item(s)/Service(s)</th> <th data-bbox="767 338 1305 389">Qty required</th> </tr> </thead> <tbody> <tr> <td data-bbox="220 389 767 477">AUTOMATED ULTRASONIC C-SCAN INSPECTION SYSTEM</td> <td data-bbox="767 389 1305 477">01 (ONE) NUMBER</td> </tr> </tbody> </table>	Name/Description of Item(s)/Service(s)	Qty required	AUTOMATED ULTRASONIC C-SCAN INSPECTION SYSTEM	01 (ONE) NUMBER									
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AUTOMATED ULTRASONIC C-SCAN INSPECTION SYSTEM	01 (ONE) NUMBER													
2	<p>Technical Details :</p> <ol style="list-style-type: none"> Specifications/Drawings: Specifications as per Annexure 'B' Technical details with technical parameters Requirement of training/on-the-job training Requirement of installation/commissioning Full Inspection details Requirement of Technical Documentation Nature of assistance required after completion of warranty Requirement of pre-site inspection Any other details, as considered necessary 													
3	<p>Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. Bidders are advised to submit compliance statement for the technical parameters separately in the following format along with the Techno-Commercial Bid:</p> <table border="1" data-bbox="212 1216 1265 1615"> <thead> <tr> <th data-bbox="212 1216 432 1507">Para of RFP specifications (item-wise)</th> <th data-bbox="432 1216 643 1507">Specifications of item offered</th> <th data-bbox="643 1216 884 1507">Compliance to RFP specifications - whether Yes / No</th> <th data-bbox="884 1216 1265 1507">Remarks (In case of non-compliance, deviation from RFP to be specified in unambiguous terms. In case of compliance, catalogue/brochure reference, if available, to be indicated)</th> </tr> </thead> <tbody> <tr> <td data-bbox="212 1507 432 1559"></td> <td data-bbox="432 1507 643 1559"></td> <td data-bbox="643 1507 884 1559"></td> <td data-bbox="884 1507 1265 1559"></td> </tr> <tr> <td data-bbox="212 1559 432 1615"></td> <td data-bbox="432 1559 643 1615"></td> <td data-bbox="643 1559 884 1615"></td> <td data-bbox="884 1559 1265 1615"></td> </tr> </tbody> </table> <p>For Commercially-Off-The-Shelf (COTS) items, it is mandatory to enclose catalogue/technical brochure to support the claims of compliance</p>	Para of RFP specifications (item-wise)	Specifications of item offered	Compliance to RFP specifications - whether Yes / No	Remarks (In case of non-compliance, deviation from RFP to be specified in unambiguous terms. In case of compliance, catalogue/brochure reference, if available, to be indicated)									
Para of RFP specifications (item-wise)	Specifications of item offered	Compliance to RFP specifications - whether Yes / No	Remarks (In case of non-compliance, deviation from RFP to be specified in unambiguous terms. In case of compliance, catalogue/brochure reference, if available, to be indicated)											
4	<p>Delivery Period: Expected Delivery Period for supply of items/rendering services would be <u>12 MONTHS</u> from the Effective Date of the Contract. Please note that the Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period with/ without LD clause will be at the sole discretion of the Buyer.</p>													
5	<p>INCOTERMS for Delivery and Transportation (for Foreign Bidders only): The Buyer may finalize any other term of delivery on the merit of case as per the INCOTERMS2010 issued by International Chamber of Commerce (ICC).</p>													

	Unless otherwise specifically agreed to by the Buyer and the Seller and incorporated in the Contract, the applicable rules and regulations for transportation of goods from foreign countries will be as per the contemporary version of International Commercial Terms (INCOTERM 2010) evolved by International Chamber of Commerce, Paris	
<u>6</u>	Consignee Details: <ul style="list-style-type: none">• Name: The Director, R&DE(E), Alandi Road, Dighi, Pune 411015• Contact details: 020-27044860,27044605• Fax No. 020-27044009	

Part VI – Evaluation Criteria of Bids		
<u>Sr. No.</u>	<u>Clause Description</u>	<u>Applicability</u>
<u>1</u>	<p>Evaluation and Acceptance Process : The bid will be considered and selected based on instructions contained in Part I of the RFP for further evaluation of bids as per sequence given below:</p> <p>I. Techno-Commercial Bid Evaluation: Bids will be evaluated based on vendor qualification requirement and bids of the qualified bidders will be considered for further evaluation</p> <p>II. Price Bid Evaluation: The Price bid of those bidders whose Techno-Commercial bid (if applicable) has been accepted will be opened and comparative statement will be prepared. The best acceptable bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Part VII of the RFP.</p>	
<u>2</u>	<p>Procedure for Cost Comparison: The financial bids of the qualified bidders will be compared on the basis of Cost to the State criterion i.e. evaluation and comparison of responsive bids shall be done on the prices of the goods offered and other charges such as Packing and Forwarding, Freight and Insurance, AMC, etc. as indicated in the financial offers but excluding statutory levies, taxes and duties such as Excise Duty, VAT, Service Tax, Octroi/Entry tax etc. on the final product, which are to be paid extra as per actual, wherever applicable. For Indian Bidders, the FOR destination cost excluding all statutory levies, taxes and duties payable on final product and for foreign bidders, quoted CIF/CIP plus installation & commissioning charges and training charges cost at specified port would be the basis for ranking of quotations</p>	
<u>3</u>	<p>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 shall prevail and the total price shall be corrected.</p>	
<u>4</u>	<p>If there is a discrepancy between words and figures, the amount specified in words shall prevail.</p>	
<u>5</u>	<p>The best acceptable bid will be considered further for placement of the Contract after price negotiation as decided by the Buyer.</p>	

Part VII

Price Bid as per given Format

Date:

ANNEXURE: C

STANDARD COMMERCIAL TERMS AND CONDITIONS (To be filled by Vendor with Sign & Stamp)
(Please respond to all queries and strike out whichever is not applicable)

Sr. No.	TERMS & CONDITION	R&DE (ENGRS) Commercial Terms	RESPONSE OF VENDOR M/S
1.	Delivery Terms	As per Sr. no. 16 of Part III	
2.	Packing/Forwarding/Transportation Charges/Transit Insurance	Charges if any, to be specified separately & not as inclusive	
3.	Mode of shipment	Please indicate	
4.	Denial Clause	As per Sr. no. 17 of Part II	
5.	Excise Duty %, if any	As per Sr. no. 16 (b : ii) of Part II	
6.	Percentage of VAT/CST	To be specified	
7.	(a) Erection, Installation & Commissioning, if applicable	Charges if any to be specified separately & not as inclusive	
	(b)% of Service Tax, if applicable	To be specified	
8.	Octroi Duty & Local Taxes	As per Sr. no. 16 (b : iii) of Part II	
9.	Delivery Schedule	As per Sr. no. 4 of Part V	
10.	Training, if required	Charges if any, to be specified	
11.	Guarantee/Warranty	As per Sr. no. 21 of Part III	
12.	Performance cum Warranty Bond	As per Sr. no. 2 of Part III	
13.	AMC after warranty period	required If yes, AMC cost in % of basic cost	
14.	Tender Fee & Earnest Money Deposit (EMD)	As per Sr. no. 10 of Part I	
15.	Registration No. with Govt. Dept. /DGS&D/Others DRDO/R&DE(E)	Please indicate Registration No. & Validity	
16.	Payment Terms	As per Sr. no. 9 of Part III	
17.	Liquidated Damages	As per Sr. no. 10 of Part II	
18.	Postal & e-mail address of the vendor	Please indicate	
19.	CST/VAT Registration Number	Please indicate	
20.	Service Tax Registration Number	Please indicate	
21.	Income Tax Pan Number	Please indicate	
22.	Validity of Quotation	As per Sr. no. 8 of Part I	
23.	Any other point relevant to the context	May be mentioned	
24.	Income Tax	Income-tax if applicable will be deducted at source & TDS certificate will be issued by the Paying Authority i.e. JCDA (R&D), Pune-21.	
25.	All other terms and condition	Accepted/not accepted If Not accepted please justify: -	
26.	Technical specification, Drawing and ATP	Accepted/not accepted If Not accepted please justify: -	
27.	Bidder/firm/company/vendor should certify that in the past they have never been banned/ debarred for doing business dealings with Ministry of defence/Govt. Of India/any other Govt. organisation and there is no enquiry going on by CBI/ED/any other Govt. organisation against them.		

Sign & Stamp of Vendor