

REQUEST FOR PROPOSAL (RFP)**(INVITATION OF ONLINE BIDS THROUGH E-PROCUREMENT)**

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Government of India
Ministry of Defence
Defence Research &
Development Organization
Defence Research &
Development Laboratory
Kanchanbagh P.O.
Hyderabad-500058
Date: 13-OCT-17

Request For Proposal (RFP) Reference No. 23/07P/16/0645/CMM-III

TO

Online Due Date : 30-NOV-17 Due Time : 10:00Hrs
Online Opening Date : 01-DEC-17 Opening Time : 10:30Hrs

Invitation of Bids for Supply of

Sl. No.	Description of Stores / Service	UM	Qty.
1	3 MEV LINAC BASED TOMOGRRAPHY SYSTEM	NO	1

- Online Bids are invited for supply of items listed in Part V of this RFP as per two Bid System.
- The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below:
 - Bids/queries to be addressed to : **The Director, DRDL**
 - Postal address for sending the Bids : **Kanchanbagh P.O., Hyderabad-500058**
 - Name and Designation of Contact Officer : **MP SUBRAMANIAN SC E**
 - Telephone number(s) of the contact Officer : **040-24583941**
 - Fax number(s) : **040-24583946**
 - e-mail ID of contact Officer : **subramanian@drdl.drdo.in**
 - e-mail Copy to be sent to : **head_cmm3@drdl.drdo.in**
- This RFP is divided into 7 parts as follows:
 - Part I(A)** 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.
 - Part I(B)** contains **Instructions for Online Bid Submission**
 - Part II(A)** Contains **Standard Terms and Conditions of RFP**, which will form part of the Contract/Supply Order (herein after referred as the Contract) with the successful Bidder(s).
 - Part II(B)** contains **Summary of DRDL Commercial Terms for Supplies**
 - Part III** Contains **Special Terms and Conditions** applicable to this RFP and which will also form part of the Contract with the successful Bidder(s).
 - Part IV** Contains **Vendor Qualification Criteria.**
 - Part V** Contains **Details of the Store(s)/Service(s) Required** e.g. Technical Specifications, Delivery Period, Mode of Delivery, Consignee details etc.
 - Part VI** Contains **Evaluation Criteria of Bids.**
 - Part VII** Contains **Format of Price Bid.** Price bid needs to be printed on one side of paper only.

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4. 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
5. You may contact The Director, DRDL, Kanchanbagh, Hyderabad-500058 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,


HEAD CMM-III
For Director
For & on behalf of president of India

PART-I(A) General Information and Instructions

- 1 **Pre-bidConference:** Not Applicable
- 2 **Last Date and Time for Uploading the Bids:** on 30-NOV-17 at 10:00Hrs. (TWO BID System)
- 3 **Location of the Tender Box:** At DRDL main gate only for dropping of original documents such as EMD (Bid Security), Tender Fee, Earnest Money for Integrity Pact and signed Integrity Pact documents (if applicable) /Technical Brochure, catalogues if any, where as technical and financial bids to be submitted in electronic mode only through CPP Portal.
- 4 **Manner of Uploading the Online Bids:** The online two bids (a) Techno-Commercial bid (b) Price bid, shall be filled seperately and uploaded by the due date and time online on CPP-portal (<https://eprocure.gov.in/eprocure/app>) only. Bids sent by FAX or e-mail will not be accepted. Manual Technical and Price bids will not be accepted. The responsibility to ensure this lies with the Bidder.
- 5 **Time and Date for Opening of Bids:** On 01-DEC-17 at 10:30Hrs.
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.
- 6 **Place of Opening of the Bids:** Bids will be opened online only at DRDL.
- 7 **Marking of Bids:** Envelope containing original documents such as EMD, Tender Fee, Earnest Money for Integrity Pact and signed Integrity Pact document (if applicable) / Technical Brochure, if any, must be clearly marked with Tender Reference No. and Date of opening.
- 8 **Procedure for Submission of Bid:** Bids would be submitted as per standard online e- procurement procedure as per Two bid System. Manual submission of original EMD / Technical Brochure, if any should be sent in an envelope duly marked with tender reference no. and addressed to Director, on or before "Bid submission end date and time". In case Original tender fee and EMD instrument (if applicable) are not received on or before "technical bid opening date and time", bid of such bidders will summarily be rejected.
- 9 **Forwarding Of Bids:** Technical and Price Bids should be submitted by Bidders online only , under their memo / letter pad inter alia furnishing details like TIN, GST number, Bank address with NEFT Account if applicable, etc. and complete postal and email address of their office failing which the bid would not be considered .
- 10 **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 07 (Seven) 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 received the bidding document from the lab and would be posted on the website.
- 11 **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:
 - 1 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.
 - 2 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.
- 12 **Validity of Bids:** The Bids should remain valid for 120 days from the last date of submission of online Bids.

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- 13 **Modification and Withdrawal of Bids:** If a bidder intends to modify or withdraw his Bid after online submission, it can be done through selection of appropriate option available on the CPP Portal.
- 14 The Government reserves the right to cancel the procurement process at any stage and accept or reject any bid, fully or partially, without assigning any reasons.
- 15 **Earnest Money Deposit (Bid Security):** Bidders are required to upload the scanned copy of Earnest Money Deposit (EMD) instrument, in favour of The Director (Lab Name), (Place), in the currency of their quote for amount of Rs. 40,00,000 or equivalent along with their online bids. The EMD may be submitted by Indigenous bidder in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee. In case of foreign bidder, EMD is to be submitted in the form of appropriate Bank Guarantee from a first class bank of international repute in only Indian Rupees. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them, without any interest whatsoever, at the earliest after expiry of the final bid validity and latest on or before the thirtieth day after the award of the Contract. EMD of the successful bidder would be returned without any interest whatsoever after the receipt of Performance Security Bond 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 Organizations (e.g. DGS&D), National Small Industries Corporation (NSIC), Departments of MoD, other DRDO labs and as per the policy of Government of India in vogue. Such bidders would be required to furnish the relevant documents in their Techno-Commercial bid in support of the claim. The EMD will be forfeited if the Bidder withdraws amends, impairs or derogates from the tender in any respect within the validity period of their tender.
- 16 **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.
- 17 **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 bids will be rejected. Non-compliance of applicable General Information will disqualify your Bid.
- 18 **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.
- 19 Bidders must submit Quotation pertaining to themselves only except in cases covered under Para 11 above.
- 20 Bids of debarred/blacklisted firms will not be considered for evaluation.
- 21 **Document to be submitted only online with Techno-commercial Bid::** The following documents are uploaded by the Bidder in Cover-1 along with Technical Bid as per the tender document:
 - 1 Signed and Scanned copy of appropriate valid company registration certificate or partnership deed (if applicable), experience certificate as per the tender notice, PAN No and Tender Acceptance Letter (Annexure A)
 - 2 Scanned copy of instrument used to provide Tender Fee and Earnest Money Deposit or Proof of Registration with DRDO/MOD/DGS&D/NSIC etc.
 - 3 Signed and Scanned Copy of the Make and model of all the systems, sub systems and additional items as mentioned in the technical bid.
 - 4 Signed and Scanned Copy of legal Agency Agreement/100% Subsidiary Certificate/Registration as an Agent (if applicable). If not applicable kindly upload a pdf document indicating Not Applicable.
 - 5 Scanned Copy of Proforma of End User Certificate for Export License (if applicable). If not applicable

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kindly upload a pdf document indicating Not Applicable.

6 Summary of DRDL Commercial Terms for supplies enclosed as Part II (b) shall be duly filled by the bidder and enclose along with Technical Bid.

7 Note:

1. The Original Tender Fees And EMD Instrument Along With Complete Technical Details Such As Brochures, Catalogues And Write-Ups If Any Should Also Be Sent By Post/Courier In An Envelope, Addressed To The Director DRDL, Hyderabad, Positively On Or Before "Bid submission end date".

2. In case original Tender Fees and EMD instrument (if applicable) are not received on or before "technical bid opening date and time", bid of such vendors will summarily be rejected.

22 **Price Bid to be uploaded only online in Cover-2.:** Price bid as per format at Part-VII. (price bid in .pdf)

OR

Schedule of price bid in the form of ~~BOQ~~ XXX.xls.

23 **Undertaking by the bidder:**

1 We submit the technical compliance statement point wise as per RFP covering all points.

2 We participate in TCEC meetings and we will clarify any technical or commercial points within 7 days from the date of TCEC. Otherwise we agree to the condition for not considering our technical bid for TCEC and CNC.

3 We agree to submit Performance cum Warranty Bond within 5 working days from the date of your intimation.

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PART-I(B) Instructions for Online Bid Submission

- 1 The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.
- 2 More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.
- 3 **REGISTRATION:**
 - 1 Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge
 - 2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
 - 3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
 - 4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.
 - 5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
 - 6 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.
- 4 **SEARCHING FOR TENDER DOCUMENTS:**
 - 1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
 - 2 Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
 - 3 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.
- 5 **PREPARATION OF BIDS:**
 - 1 Receipt of original EMD Tender fees. Technical details brochure at DRDL before due date for opening of bids. Technical bid or price bid along with scanned copies of EMD, Tender fee and Technical brochures online only.
 - 2 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
 - 3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be

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scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

- 4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

6 **SUBMISSION OF BIDS:**

- 1 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3 Bidder has to select the payment option as "offline" to pay the Tender Fee / EMD as applicable and enter details of the instrument.
- 4 Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD (Demand draft)/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 6 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. 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/bid openers public keys.
- 8 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9 Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

7 **ASSISTANCE TO BIDDERS:**

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- 1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

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PART-II(A) 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.

1 **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.

2 **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.

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 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.

OR

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.

OR

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.

OR

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.

OR

For Defence PSUs: The case of arbitration shall be referred to the Secretary Defence (R&D) for the appointment of arbitrator(s) and proceedings.

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 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

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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 tender 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.

OR

The Seller confirms and declares in the Techno-Commercial bid that they have engaged an agent, individual or firm, for promotion of their product. In such case, following details are to be submitted in the Techno-Commercial bid:

- a) Name of the Agent
 - b) Agency Agreement between the seller and the agent giving details of their contractual obligation
 - c) PAN Number, name and address of bankers in India and abroad in respect of Indian agent
 - d) The nature of services to be rendered by the agent and
 - e) Percentage of Commission payable to the agent
- 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 Para 4 and/or Para 5 above 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 **Withholding of Payment:** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents,

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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.

- 9 **Liquidated Damages:** The Buyer may deduct from the Seller, as agreed, liquidated damages at the rate of 0.5% per week/part thereof, of basic cost (excluding taxes and duties on final product) of the delayed stores which the seller has failed to deliver within the period agreed for delivery in the contract subject to maximum of 10% of the total order value (excluding taxes and duties on final product). In cases where partial delivery does not help in achieving the objective of the contract, LD shall also be levied on the total cost (excluding taxes and duties on final product) of the ordered quantity delivered by the vendor. This will also include the store(s) supplied within the delivery period.
- 10 **Termination of Contract:** The Buyer shall have the right to terminate the Contract in part or in full in any of the following cases
- 1 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 ___ months after the scheduled date of delivery and the delivery period has not been extended by the Buyer.
 - 2 The delivery of store/service is delayed due to causes of Force Majeure by more than ___ months provided Force Majeure clause is included in the contract and the delivery period has not been extended by the Buyer.
 - 3 The Seller is declared bankrupt or becomes insolvent.
 - 4 The Buyer has noticed that the Seller has violated the provisions of Para 4 (Use of Undue Influence) and/or Para 5 (Employment of Agent) above to obtain the Contract.
 - 5 As per decision of the Arbitration Tribunal.
- 11 **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/email or registered pre- paid mail/ airmail, addressed to the last known address of the party to whom it is sent.
- 12 **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.
- 13 **Use of Patents and other Industrial Property Rights:** The prices stated in the 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 or any or all the rights mentioned above.
- 14 **Amendments:** No provision of the Contract 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.
- 15 **Taxes and Duties:**
- 1 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.
- DRDO is a public funded research institution and has been exempted from the payment of Customs Duty, as per

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the description of stores and conditions thereon, under Customs Notification No. 51/96 as amended. (Applicable where INCOTERM is DDP (destination))

2 In respect of Indigenous Bidders

a) General

i) If the quoted prices exclude GST or any other Statutory Duties/Taxes, the same must be specifically stated with applicable rates. In the absence of same, 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 entertained after the opening of tenders.

iii) If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm that 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 any request for change of duty/tax at a later date due to any reason whatsoever.

iv) Any addition to duty/tax and change in any duty/tax upward/downward as a result of any statutory variation in duty/tax taking place within contract terms shall be allowed to the extent of actual quantum of such variation of 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.

v) TDS as per Income Tax Rules will be deducted and a certificate to that effect will be issued by the Buyer.

b) Customs Duty

In case of Third party import:

Custom duty exemption Certificate under 39/96 notification will not be issued by the Buyer. Bidder shall quote amount inclusive of Custom Duty as applicable.

In case of Direct import:

The successful bidder or their authorized rep / freight forwarder would be issued a Customs Duty Exemption Certificate (CDEC) under 51/96 notification at the time of import clearance for the goods being imported against the Contract. Bidder would be required to submit a copy of their order to principal along with principal's acceptance and proforma invoice at least four weeks in advance from the expected date of arrival of goods to this office for issuance of CDEC. However custom duty charges will be reimbursed to the contractor against submission of proforma invoice and submission of proof of payment to customs.

Bidder can clear the goods by their own or through their authorized freight forwarder / clearing agent (any Private or Govt agent).

(OR)

The Consignment will be cleared from customs dept by buyer (DRDL) through any authorized clearing agency having rate contract with buyer. The same maybe confirmed by contractor before the consignment reaches seaport or airport.

- 16 **Denial Clause:** Denial clause informs Seller that the Buyer reserves the right to admit additional payment due to upward revision of statutory levies beyond the original delivery schedule in case Seller fails to deliver the goods as per schedule.

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

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beyond the original delivery period of the supply order/contract even if such extension is granted without imposition of LD.

- 17 **Undertaking from the Bidders:** Bidder/firm/company/vendor will submit an undertaking that in the past they have never been banned / debarred for doing business dealings with Ministry of Defence/Govt. of India/any other Govt. organization and that there is no enquiry going on by CBI/ED/any other Govt. agency against them.

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PART-II(B) (TO BE SUBMITTED ALONG WITH TECHNICAL BID)
SUMMARY OF DRDL COMMERCIAL TERMS FOR SUPPLIES

SL. NO.	TERMS	DESCRIPTION	BIDDER REPLY
1	Performance cum Warranty Bond	5% to 10% of order value in form of Bank Guarantee to be given before release of order valid till 60 days beyond completion of warranty period.	
2	Payment Terms	100% of payment will be done by CDA after Inspection and acceptance of the stores at DRDL.	
3	Delivery Price	For Indian Bidders: F.O.R. DRDL, Hyderabad (inclusive of packing, forwarding, freight & transit insurance) For Foreign Bidders: CIP Hyderabad (inclusive of packing, forwarding, freight & transit insurance)	
4	GST	Indicate tax rate	
5	Delivery Period including Installation & Commissioning	Indicate in months/weeks	
6	Warranty		
7	Installation & Commissioning	Quote separately, if required	
8	Training	Quote separately, if required	
9	Validity of quotation	90 Days from the date of TEC	
10	Liquidated Damages	Will apply for delay in delivery @0.5% per week subject to maximum of 10% of order value	
11	Inspection	Stage inspection at works followed by final inspection at DRDL	
12	Income Tax	Will be deducted if applicable, as per IT act	
13	Free issue material	Applicable / Not applicable (Please indicate the list). The contractor shall submit FIM B.G for equivalent (100% FIM cost) before collecting FIM from DRDL	
14	Vendor Registration No. and Lab & Valid till	VR copy to be enclosed	
15	ECS details		
16	CPP Login ID		
17	EMD Details		
18	Tender fee details		

Undertaking:

1. The above terms and conditions are acceptable to us.
2. We M/s _____ hereby certify that we 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 us.
3. We submit the technical compliance statement point wise as per RFP covering all points.
4. We participate in TCEC meetings and we will clarify any technical or commercial points within 7 days from the date of TCEC. Otherwise we agree to the condition for not considering our technical bid for TCEC and CNC.
5. We agree to submit Performance cum Warranty Bond within 5 working days from the date of your intimation.

Signature :
Name :
Company Name
with Seal :

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.

- 1 **Apportionment of Quantity:** Not Applicable
- 2 **Performance cum Warranty Bond:** The Security Deposit will be forfeited by the Buyer, in case the conditions regarding adherence to delivery schedule and/or other provisions of the contract are not fulfilled by the Seller.
 - 2.1 **Indigenous Bidder:** The Seller may be required to furnish a Security Deposit by way of Cheque/Demand Draft (DD)/Bank Guarantee (BG), in favour of The Director, DRDL, Hyderabad, for a sum equal upto 10% of the Contract value. The BG should be valid upto 60 days beyond the scheduled date of delivery. The specimen of BG can be provided on request
 - 2.2 **Foreign Bidder:** The Seller may be required to furnish a Security Deposit by way of Bank Guarantee (BG) from Seller's Bank through an internationally recognized first class bank, in favour of The Director (Lab Name), (Place), for a sum equal upto 10% of the Contract value. The BG should be valid upto 60 days beyond the scheduled date of delivery. The specimen of BG can be provided on request
- 3 **Option Clause:** Not Applicable
- 4 **Repeat Order Clause:** Not Applicable
- 5 **Tolerance Clause:** Not Applicable
- 6 **Purchase Preference Clause:** Not Applicable
- 7 **Transfer of Technology (ToT):** Not Applicable
- 8 **Permissible Time Frame for Submission of Bills:** Not Applicable
- 9 **Payment Terms:**
 - 9.1 **For Indigenous Seller:** The payment will be made as per the following terms, on production of the requisite documents:
 - i) 90% payment within 30 days after receipt, acceptance and satisfactory installation of stores/equipment in good condition or the date of receipt of the bill whichever is later. Balance 10% payment will be released after completion of warranty/guarantee period. This can also be released on furnishing an irrevocable bank guarantee/DD in the prescribed format for the equivalent amount valid for the duration of such warranty/ guarantee, wherever applicable (in case warranty clause is applicable).

Or

100% payment on successful completion of services/delivery and acceptance of store (in case warranty clause is not applicable).
 - 9.2 **For Foreign Seller:** i) 90% payment within 30 days after receipt, acceptance and satisfactory installation of stores/equipment in good condition or after receipt of necessary documents warranted by delivery terms. Balance 10% payment will be released after completion of warranty/guarantee period. This can also be released on furnishing an irrevocable bank guarantee, from first class bank of international repute, for equivalent amount valid for the duration of such warranty/guarantee, wherever applicable.

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Or

100% payment on successful completion of services/delivery acceptance of store (in case warranty clause is not applicable).

10 **Advance Payments:** No advance payment will be made.

Or

Interest free mobilization advance payment of __% of the Contract value may be made, preferably in not less than two installments, against submission of Bank Guarantee, in favour of The Director, DRDL, Kanchanbagh, Hyderabad-500058, of 110% of advance payment (from first class bank of international repute in case of foreign seller) by the private firm or against submission of Indemnity Bond by the Govt. organizations/PSUs. In case of termination of the Contract due to default of the Seller, interest free mobilization advance would be deemed as interest bearing advance, compounded quarterly, at the rate of 2% above (i) Prime Lending Rate of State Bank of India for Indian seller, and (ii) LIBOR rate for the foreign seller. The rates as applicable on the date of receipt of advance will be considered for this.

11 **Part Supply and Pro rata Payment:**

12 **Mode of Payment:**

12.1 **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

12.2 **For Foreign Seller:** i) 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.

ii) For contract costing up to US \$ 100,000 (or equivalent), 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 as are 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

13 **Documents to be Furnished for Claiming Payment:**

13.1 **Indigenous Sellers:** The payment of bills will be made on submission of the following documents by the Seller to the Buyer:

a) Ink-signed copy of Contingent Bill.

b) Ink-signed copy of Commercial Invoice / Seller's Bill.

c) Bank Guarantee for Advance, if applicable.

d) Guarantee/ Warranty Certificate.

e) Performance Bank Guarantee/ Indemnity Bond, if applicable.

f) 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).

g) Original copy of the Contract and amendments thereon, if any.

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- h) Any other document/ certificate that may be provided for in the Contract.
(Note - Lab may specify any other documents required as per need)

13.2 **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. Documents will include:

- a) Clean on Board Airway Bill/Bill of Lading
- b) Original Invoice
- c) Packing List
- d) Certificate of Origin from Seller's Chamber of Commerce, if any.
- e) Certificate of Quality and year of manufacture from OEM.
- f) Dangerous Cargo Certificate, if applicable.
- g) Insurance Policy of 110% value in case of CIF/ CIP contract
- h) Certificate of Conformity and Acceptance Test at PDI, if any.
- i) Physio-sanitary/ Fumigation Certificate, if any.
- j) Performance Bond / Warranty Certificate.
- k) Any other documents as provided for in the Contract.

(Note - Lab may specify any other documents required as per need)

14 **Exchange Rate Variation (ERV) Clause:** This clause will be applicable only for Defence PSUs of Govt. of India in case the delivery period exceeds 12 Months from the

Effective Date of the Contract which involves import content (foreign exchange).

i) Detailed time schedule for procurement of imported material and their value at the FE rates adopted for the Contract is to be furnished by the Bidder as per the format given below.

Year Wise and Major Currency Wise Import Content Break up

Year	Total Cost of material	FE content outflow (Equivalent in crores)			
		\$	€	£	Others

ii) ERV will be payable/refundable depending upon movement of exchange rate with reference to exchange rate adopted for the valuation of the Contract. Base Exchange rate of each major currency used for calculating FE content of the Contract will be the SBI selling rate of the foreign exchange element on the date of the opening of Price Bids.

iii) The base date for ERV would be the Date of opening of Price Bid and variation on the base date will be given upto the midpoint of manufacture unless the Bidder indicates the time schedule within which

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material will be imported by them. Based on information given above, the cut-off date/dates within the Delivery schedule for the imported material will be fixed for admissibility of ERV.

iv) ERV clause will not be applicable under following circumstances:

a) Cases where delivery periods for imported content are subsequently to be refixed/extended except for reasons solely attributable to the Buyer or Force Majeure.

b) Cases where movement of exchange rate falls within the limit of $\pm 2\%$ of the reference exchange rate adopted for the valuation of the Contract

v) The impact of notified ERV shall be computed on a yearly basis for the outflow as mentioned by the Bidder in their tender and shall be paid / refunded before the end of the financial year based on certification by the Buyer.

15 **Force Majeure Clause:** 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.

16 **Buy-Back:** Not Applicable

17 **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.

18 **Free Issue of Material (FIM):** Not Applicable

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15 **Terms of Delivery:**

19.1 **For Foreign Bidder:** Foreign bidders are required to quote both on DDP, DRDL, Hyderabad 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. In case of sea transport, the seller shall quote the prices including transportation, insurance, handling upto DRDL, Hyderabad through any private or Govt. freight for which customs duty charges will be reimbursed by DRDL after Installation and commissioning of item.

19.2 **For Indigenous Bidder:** The delivery of goods shall be on FOR (destination) basis.

20 **Packing and Marking Instructions:** 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 full set of the packing lists shall be placed in Case No.1 painted in a yellow colour.

e) The Seller shall mark each package with indelible paint in English language as follows:

i) Contract No. _____

ii) Consignee _____

iii) Port / airport of destination _____

iv) Ultimate consignee _____

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v) Package No. _____

vi) Gross/net weight _____

vii) Overall dimensions/volume _____

viii) The Seller's marking _____

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

g) Should any special equipment be returned to the Seller by the Buyer, the latter shall provide normal packing, which protects the 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.

21 **Inspection Instructions:** 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 of the Lab/Estt duly nominated by the Director.

22 **Franking Clause:**

22.1 **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".

22.2 **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".

23 **Claims:** i) 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.

ii) The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and

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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.

- 24 **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.
- 25 **Product Support:** i) The Seller agrees to provide Product Support for the stores, assemblies/subassemblies, fitment items, Spares and consumables, Special Maintenance Tools (SMT)/Special Test Equipments (STE) for a minimum period of 10 years including one years of warranty period after the delivery.
- ii) The Seller agrees to undertake a Maintenance Contract for a minimum period of 1 years. 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.
- 26 **Annual Maintenance Contract (AMC) Clause:** i) The Seller would provide a Non- Comprehensive AMC for a period of years.

Or

The Seller would provide a Comprehensive AMC for a period of 1 years. The AMC services should cover the repair and maintenance of all the equipment and systems purchased under the Contract and specify following:

- a) Maximum repair turnaround time for equipment/system would be 5 days.
- b) 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.
- ii) The AMC services would be provided in two distinct ways:
- a) Preventive Maintenance Service: The Seller will provide a minimum of 2 Preventive Maintenance Service visits during a year to the operating base to carry out functional checkups and minor adjustments/ tuning as may be required.
- b) 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.

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iii) Response Time: The response time of the Seller should not exceed 12 hours / days from the time breakdown intimation is provided by the Buyer.

iv) Serviceability of % per year is to be ensured. This amounts to total maximum downtime of days per year. Also un-serviceability should not exceed 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.

v) 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.

vi) 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.

vii) The Buyer reserves its right to terminate the maintenance contract at any time without assigning any reason whatsoever, after giving a notice of 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.

27 **Price Variation (PV) Clause:** (applicable only if DP is more than 18 Months) - DGS&D Manual provides Standardised Price Variation Clauses. Any of those clauses could be considered for inclusion. A sample clause is indicated below) i) The formula for Price Variation should ordinarily include a fixed element, a material element and a labour element. The figures representing the material element and the labour element should reflect the corresponding proportion of input costs, while the fixed element may range from 10 to 25%. That portion of the price represented by the fixed element will not be subject to variation. The portions of the price represented by the material element and labour element will attract Price Variation. The formula for Price Variation will thus be :

$$P1 = P0 \{ F + a(M1/M0) + b(L1/L0) + \dots \} - P0$$

Where

P1 : Adjustment amount payable to the Seller (a minus figure will indicate a reduction in the Contract Price)

Po : Contract Price at the base level

F : Fixed element not subject to Price Variation

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a : Assigned percentage to the material element in the Contract Price

b : Assigned percentage to the labour element in the Contract Price

Lo : Wage indices at the base month and year

L1 : Wage indices at the month and year of calculation

Mo : Material indices at the base month and year

M1 : Material indices at the month and year of calculation

If more than one major item of material is involved, the material element can be broken up into two or three components such as Mx, My, Mz . Where price variation clause has to be provided for services (with insignificant inputs of materials) as for example, in getting Technical Assistance normally paid in the form of per diem rate, the price variation formula should have only two elements, viz. a high fixed element and a labour element. The fixed element can in such cases be 50% or more, depending on the mark-up by the supplier of the per diem rate vis-à-vis ½-vis the wage rates.

ii) Following conditions would be applicable to Price Adjustment -

a) Base date shall be due date of opening of price bids.

b) Date of adjustment shall be midpoint of manufacture.

c) No price increase is allowed beyond original Delivery Period unless the delay is attributable to the Buyer or Force Majeure.

d) Total adjustment will be subject to maximum ceiling of ____%.

e) No price adjustment shall be payable on the portion of the payment made as an advance payment made in the Contract to the Seller

- 28 **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 know-how/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

- 1 **Technical Capabilities:** Availability of expertise in Design, Fabrication, Assembly and Testing of Computed Tomography (CT) System with LINAC X-ray source, Flat Panel X-ray Detector, Multi-axes CNC Handling System, Design and Development of Human Machine Interface for CT Process.
- 2 **Manufacturing Facilities:** Availability of Infrastructure to design and build Mutli-axes handling system with high accurarcy and repeatability required for CT system.
- 3 **Financial Capabilities:** Should have minimum financial resources to execute the order.

Two Numbers of such type of contracts of this nature & size executed in past.

- 4 **Management Capabilities:** Availability of ISO 9000:2008 Quality Management System, Quality Control System to conduct the stagewise inspection procedures and Project Planning & execution meeting the delivery schedule. Ink signed Authorization letter from the OEM for CT system components.

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PART-V - Essential Details of Items/Services Required

1 **Schedule of Requirements:** List of items / services required are as follows:

1. LINAC X-ray source with dual energy 1MeV & 3MeV
2. 16 inch Flat Panel X-ray Detector
3. Multi-axes CNC Handling system
4. System Command & Control
5. Data Acquisition and 3D Image reconstruction software

Name/Description of Item(s)/Service(s)	Qty required
3 MEV LINAC BASED TOMOGRAPHY SYSTEM	1

2 **Technical Details:** (Lab shall enclose the details of under-mentioned, as applicable, as an Annexure 'B'. Lab needs to see the applicability of Non-Disclosure Agreement (NDA) and accordingly edit sub-para(a))

a) Specifications/Drawings: Specifications/Drawings will be made available to the interested bidders by the RFP issuing authority after signing of a NDA with the Buyer. Specifications/drawings supplied by this office are to be returned with the Techno-Commercial Bid.

b) Technical details with technical parameters

c) Requirement of training/on-the-job training

d) Requirement of installation/commissioning

e) Full Inspection details as per provisions made in Para 21 of Part III of the RFP

f) Requirement of Technical Documentation

g) Nature of assistance required after completion of warranty as per provisions made in Para 24 of Part III of the RFP

h) Requirement of pre-site inspection

i) Any other details, as considered necessary

3 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:

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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)

For Commercially-Off-The-Shelf (COTS) items, it is mandatory to enclose catalogue/technical brochure to support the claims of compliance.

- 4 **Delivery Period:** Expected Delivery Period for supply of items/rendering services would be 10 MONTHS 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.
- 5 **INCOTERMS for Delivery and Transportation (for Foreign Bidders only):** 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.
- 6 **Consignee details:** (The lab shall provide the consignee details)

Name: DIRECTOR, ~~DND~~ DRDL

Address: DRDL, KANCHANBAGH, HYDERABAD, INDIA

Contact details: 914024583941, 914024583946 (Fax)

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PART-VI - Evaluation Criteria of Bids

- 1 **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:
 - i) **Techno-Commercial Bid Evaluation:** Bids will be evaluated based on vendor qualification requirement as per Part IV of RFP, if applicable, and bids of the qualified bidders will be considered for further evaluation as mentioned in Part V of the RFP.
 - 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.
- 2 **Procedure for Cost Comparison:** The basis for comparison of cost in different situations would be as follows:
 - a) 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 actuals, 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 cost at destination part would be the basis for ranking of quotations.
 - b) In import cases, all the foreign quotes will be brought to a common denomination in Indian Rupees by adopting the exchange rate as BC selling rate of the State Bank of India on the date of the opening of Price Bids.
 - c) If competition is among foreign bidders, the basis for comparison should be the landed price at the destination (designated port) in accordance with Para 19 of Part-III of the RFP.
 - d) If competition is amongst Indian and foreign bidders, the CIP/CIF cost quoted by the foreign bidders would be the basis for comparison with the basic cost (FOR) offered by Indian bidders, after off loading the Excise Duty, Custom Duty, Central Sales Tax (CST) / Value Added Tax (VAT) and other local taxes and levies. The term Indian bidders would also include DPSUs and Indian Ordnance Factories.
 - e) The Buyer reserves the right to evaluate the offers received by adopting Discounted Cash Flow (DCF) method with a discounting rate in consonance with the existing Government borrowing rate. DCF method would be used for evaluation of bids in the following cases:
 - i) To compare different payment terms, including advance payments and progressive stage payments so as to bring them to a common denomination for determining lowest bidder.
 - ii) To deal with cases where entering into AMC for period in excess of one year is a part of the contract for evaluation of the bid.
 - f) **Net Present Value (NPV):** NPV method is a variant of DCF method which may be used for evaluation of tenders. The NPV of a contract is equal to the sum of the present values of all the cash flows associated with it. When choosing among the various bids, the bid with the lowest NPV will be selected. The following formula may be used for calculating NPV of a bid:

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Scientist 'E'

$$NPV = \sum_{t=1}^N \frac{A_t}{(1+i)^t}$$

Where

A_t : Expected cash flow at time t

t : Time of expected cash flow

N : Total period

i : Discount rate

- g) Discount rate to be used under the method is to be the Prime Lending Rate of State Bank of India on the Date of Opening of Price Bids.
 - h) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected accordingly.
 - i) If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
- 3 The best acceptable bid will be considered further for placement of the Contract after price negotiation as decided by the Buyer.

M. Anand

M.P. Subramanian
M.P. SUBRAMANIAN
Scientist 'E'

PART-VII - Price Bid Format

1 **Price Bid Format:** The Price Bid Format as given below is required to be filled by Bidders:

1 Basic cost of the item/items:

S.I No.	Description of Item	Unit Cost (Currency)	Qty	Total Cost (Currency)

* Total Cost in Figures and words should be mentioned without which bids will be rejected.

- 2 Accessories
- 3 NRE
- 4 Installation / Commissioning charges
- 5 Training
- 6 Technical literature/Documentation
- 7 Tools
- 8 Any other item
- 9 Quantum of discount, if offered
- 10 Is Excise Duty (ED) extra? If yes, then mention following –
 - a) Total value of items on which Excise Duty is leviable:
 - b) Rate of Excise duty (item-wise, if different ED is applicable):
 - c) Surcharge on Excise duty, if applicable?
 - d) Total value of excise duty payable:
- 11 Is Excise Duty Exemption (EDE) required:
- 12 Is VAT extra? If yes, then mention following:
 - a) Total value on which VAT is leviable:
 - b) Rate of VAT:
 - c) Total value of VAT leviable:
- 13 Is Service Tax extra? If yes, then mention following:
 - a) Total value of Services on which Service Tax is leviable:
 - b) Rate of Service Tax leviable:
 - c) Total value of Service Tax leviable:
- 14 Custom Duty
 - a) CIF value of stores to be imported:
 - b) Rate of Customs Duty payable:
 - c) Total amount of Customs Duty payable to customs:
- 15 Octroi / Entry taxes:
- 16 Any other Taxes / Duties / Overheads / Other costs:
- 17 Grand Total:
- 18 Comprehensive AMC cost
- 19 Non- Comprehensive AMC cost
- 20 ToT Cost

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TENDER ACCEPTANCE LETTER

(To be filled by Bidder and uploaded in cover 1)

Annexure - A

(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender/Work:

Dear Sir,

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

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

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which will form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organizations related to this tender too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our firm/company has not been blacklisted/debarred by any Govt. Department/Public Sector undertaking.
6. I / We certify that all information furnished by the our firm/company is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)