

Certified ISO 9001:2008 Laboratory

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: 0484-2424858 gdmm.npol@gov.in

सभी पत्रादि निदेशक, एन पी ओ एल को सम्बोधित किया जाए / All correspondence should be addressed to Director NPOL



FAX MESSAGE

भारत सरकार, रक्षा मंत्रालय Government of India, Ministry of Defence रक्षा अनुसंघान तथा विकास संगठन Defence Research & Development Organisation नौसेना भौतिक तथा समुद्रविज्ञान प्रयोगशाला Naval Physical & Oceanographic Laboratory तृक्काक्करा, कोच्चि – 682 021, भारत Thrikkakara, Kochi -682 021, India

ੋਂ./No. NPOL/24SOT106/LP

प्रस्ताव के लिए अनुरोध (आर एफ पी)/Request For Proposal (RFP) (आर एफ पी जारी करने वाले खरीददार का विवरण/ Particulars of the buyer issuing the RFP)

1	मद/सेवा की आपूर्ति हेतु बोली का आमंत्रण/ Invitation of Bids for Supply of item / Services	1. Development and Supply of Hex Copter for 20 kg payload (Qty- 1 Se	
2	आर एफ पी संख्या और दिनांक/ RFP Number and date	NPOL/24SOT106 /LP dated: 17/10/2023	

- डबल बिड सिस्टम के अनुसार आर एफ पी के <u>पार्ट 5 में सूचित मद/सेवा</u> की आपूर्ति हेतु ऑनलाइन बिड आमंत्रित की गई है/Online Bids are invited for <u>supply of items / service listed in Part -5</u> of this RFP as per Two -Bid System.
- 2. आर एफ पी से संबंधित स्पष्टीकरण हेतु पता एवं संपर्क संख्या निम्नलिखित है/ The address and contact numbers for seeking clarifications regarding this RFP are given below –

1	बिंडु और संबंधित प्रश्नों हेतु पत्रादि संबोधित किए जाएँ/ Bids and queries to be addressed to	DIRECTOR, NPOL
2	बिड्स भेजने हेतु डाक पता/Postal address for sending the bids:	THRIKKAKARA POST, KOCHI – 682 021, KERALA, INDIA
3	निविदा संबंधी सामान्य जानकारी हेतु संपर्क व्यक्ति का नाम व पदनाम/Name & designation of the contact person for tender related general information	Shri. MURALIKRISHNAN K.K, STORES OFFICER
4	संपर्क व्यक्ति की दूरभाष संख्या/Telephone numbers of the contact person	0484-2571324 / 0484- 2571326
5	संपर्क व्यक्ति की ई –मेल आई डी/E-mail ID of contact person	gdmm.npol@gov.in
6	जिस मद,सेवा हेतु निविदा आमंत्रित की गई है उससे संबंधित विशेष जानकारी हेतु संपर्क व्यक्ति/Contact person for specific information on item / services for which tender called	Shri. KRISHNAKUMAR.S, Sc-'E
7	संपर्क हेतु दूरभाष सं./Telephone number to contact	0484-2572232
8	फैक्स सं./Fax number	0484-2424858

3. इस आर एफ पी को निम्नानुसार सात भागों में विभाजित किया गया है/This RFP is divided into seven parts as follows:

पार्ट-1	। आर एफ पी के बारे में बिडर्स के लिए सामान्य जानकारी एवं निर्देशों जैसे कि निविदा जमा करने का स्थान, समय, ।
Part-1	निविदा खोलना, निविदाओं की वैधता की अवधि, ई एम डी आदि/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, EMD etc.
पार्ट-2	आर एफ पी की मानक शर्तें, जो सफल बिडर के साथ अनुबंध का भाग बन जाएगा । / Standard conditions of
Part-2	RFP, which will form part of the contract with the successful bidder
पार्ट-3	इस आर एफ पी पर लागू विशेष शर्तें जो सफल बिंडर के साथ अनुबंध का भाग बन जाएंगी।/Special conditions
Part-3	applicable to this RFP and which will also form part of the contract with the successful bidder

पार्ट-४	उद्योग भागीदार योग्यता मापदंड /Industry Partner qualification criteria	
Part-4		
पार्ट-5	आवश्यक मद/सेवा की जरूरी जानकारी जैसे तकनीकी विनिर्देश/कार्य का दायरा/ सुपुर्दगी की अवधि/ सुपुर्दगी	
Part-5	दिनांक, परेषिती का विवरण आदि/Essential details of the items/services required, such as technical	
	specification / scope of work, delivery period, mode of delivery, consignee details etc.	
पार्ट -6	निविदाओं के मूल्यांकन के लिए मापदंड / Evaluation criteria for the tenders	
Part-6	· · ·	
पार्ट – 7	प्राइस बिंड प्रारूप / Price Bid Format	
Part-7		
अनुलग्नक	ए – वाणिज्येक नियम और शर्ते (भारतीय उद्योग भागीदारों के लिए)	
	e A – COMMERCIAL TERMS AND CONDITIONS (For Indian Industry Partners)	
अनुलग्नक	बी/Annexure B – बैंक के विवरण हेतु प्रारूप/Format for Bank Details	
अनुलग्नक	सी /Annexure C – ई एम डी प्रस्तुत करने के लिए बैंक गारंटी प्रारूप/ Bank Guarantee Format for	
furnishin	g EMD	
अनुलग्नक डी/Annexure D – बिंड घोषणा प्रारूप/ Bid Declaration Format		
प्रारूप – र	व-घोषणा – स्थानीय सामग्री /Format – Self Declaration- Local Content	

4. किसी वित्तीय प्रतिबद्धता के बिना आर एफ पी जारी किया जा रहा है और ग्राहक किसी भी स्तर पर उसके किसी भी भाग को बदलने का अधिकार रखता है। ग्राहक किसी भी स्तर पर भी आवश्यक होने पर आर एफ पी को वापस लेने का अधिकार भी रखता है।

This RFP is being issued with no financial commitment and the buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

5. बिड की शर्तें, बिड की प्रक्रिया या बिड की अस्वीकृति से संबंधित किसी भी शिकायत के लिए आप निदेशक से संपर्क कर सकते हैं। बिड की शर्तों के संबंध में यह बिड प्रस्तुत करने की निर्धारित तिथि से कम से कम सात दिन पहले लिखित रूप में किया जाना है। /

For any grievances related to bidding conditions, bidding process or rejection of bids, you may contact Director, NPOL. With regard to bidding conditions, this shall be done in writing at least seven days in advance of the stipulated date of submission of the bid.

NOTE: 1. Quotation Number and date should be clearly mentioned in your price bid.

2. Don't enclose/upload any unnecessary documents

सादर/Yours sincerely

Sd/-

मुरलीकृष्णन के के/MURALIKRISHNAN K.K भंडार अधिकारी/STORES OFFICER कृते निदेशक /For DIRECTOR. कृते और भारत के राष्ट्रपति की ओर से For & on behalf of President of India

(टिप्पणीः इस दस्तावेज़ के प्रावधानों की तथा विशेष शर्तों की कानूनी व्याख्या के लिए अंग्रेजी विवरण ही वैध माना जाएगा। Note: In case of dispute in respect of interpretation of these terms and conditions and special provisions, the English version shall stand valid)

Part I – General information

1. Last date and time for submitting the quotations (bids):

Date	Month	Year	Time
21	NOVEMBER	2023	1030 hours

The bids (both technical and commercial, in case two bids are called for) should be submitted ONLINE by the due date and time. The responsibility to ensure this lies with the bidder.

2. Manner of submitting the Bids:

Bids should be submitted ONLINE only at CPPP website <u>www.defproc.gov.in</u> before the due date and time. Late tenders will not be considered.

3. Time and date of opening of bids:

Date	Month	Year	Time
22	NOVEMBER	2023	1030 hours

(If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).

4. Place of opening of the Bids: NPOL, KOCHI

The Bidders may depute their representatives, duly authorized in writing, to attend the opening of bids on the due date and time. Important commercial/technical clauses quoted by all bidders will be read out in the presence of the representatives of all the bidders. This event will not be postponed due to non-presence of your representative.

5. Procedure for Submission of Bid:

- **a. Two Bid Systems:** Bid shall be submitted ONLINE in two parts i.e. Part I Techno-Commercial bid and Part II Price bid.. Only the Techno-Commercial bids would be opened on the time and date mentioned above. Date of opening of the Price bids will be intimated after acceptance of the Techno-Commercial bids.
- b. Single Bid System: Bid shall be submitted online and the bid would be opened on the time and date mentioned above.
- **c.** Forwarding of Bids Bids should be submitted by the bidders through ONLINE with details like TIN number, GST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.
- **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 14 (fourteen) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.
- 7. Indian firms need to quote only in Indian Rupees

8. Validity of Bids: The Bids should remain valid for following days from the due date of tender -

90 days	180 days

9. Modification and Withdrawal of Bids:

A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

Amount in figures	Amount in words	In favor of:-
80,000	Eighty Thousand Only	The Director, NPOL

10. Earnest Money Deposit: -

Bidders are required to submit Earnest Money Deposit (EMD) for the amount indicated above. The EMD should reach this Lab on or before the due date in a sealed envelope failing which the quotation will be rejected. Please super scribe the RFP No. & date of opening on the envelope and also mention "EMD inside". Copy of the EMD should be attached along with the bid. 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. EMD is to remain valid for a period of forty-five days beyond the final bid validity period or 225days from the date of opening whichever is later. 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 Warranty 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.

Bid Security Declaration in Lieu of EMD: Bidders may submit a Bid securing declaration, accepting that if they with draw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they may be suspended for the period **up to 2years** from being eligible to submit bids for contracts with any of the procuring entities of DRDO (Refer Annexure-C).

11. Clarification regarding contents of the Bids:

During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

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.

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 delisted for the given range of items as mentioned in this RFP.

14. Bids of debarred / black listed firm will not be considered for evaluation

15. Undertaking from the Bidders : Bidder/firm/company/Industry Partner 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.

(Signature of Industry Partner)

Name of authorized Signatory Company Name Address

Office Seal of Industry Partner with Stamp
Date

Part -2 – 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.

- 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 <u>Contract shall come into effect on the date of signatures of both the parties on the Contract (Effective Date) or as agreed during negotiations.</u> 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 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.

<u>Or</u>

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.

<u>Or</u>

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.

<u>Or</u>

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 incharge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause.

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 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, 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 (LD): The Buyer may deduct from the Seller, as agreed, liquidated damages at the rate of 0.5% per week/part thereof, of value of stores that could not be put to use due to late delivery subject to a maximum of 10% of the total Contract value. However for development contracts rate of LD would be 0.25% per week/part thereof, of value of stores that could not be put to use due to late delivery subject to a maximum of 10% of the total Contract value
- **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:
 - i) 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 **ONE** months after the scheduled date of delivery and the delivery period has not been extended by the Buyer.

- ii) The delivery of store/service is delayed due to causes of Force Majeure by more than <u>ONE</u> months provided Force Majeure clause is included in the contract and the delivery period has not been extended by the Buyer.
- iii) The Seller is declared bankrupt or becomes insolvent.
- iv) The Buyer has noticed that the Seller has violated the provisions of Para 4 and/or Para 5 above to obtain the Contract.
- v) 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 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

i) In respect of Indigenous Bidders

a) General

- If the quoted prices exclude GST, 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.
- If a Bidder chooses to quote a price inclusive of GST and does not confirm that tax so included is firm and final, he should clearly indicate the rate of such tax and quantum of

such tax included in the price. Failure to do so may result in ignoring any request for change of tax at a later date due to any reason whatsoever.

- Any addition to tax and change in tax upward/downward as a result of any statutory variation
 in tax taking place within contract terms shall be allowed to the extent of actual quantum of
 such variation of tax paid by the supplier. Similarly, in case of downward revision in any tax,
 the actual quantum of reduction of such 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.
- TDS as per Income Tax Rules will be deducted and a certificate to that effect will be issued by the Buyer.

b) Customs Duty

- Customs Duty Exemption Certificate will not be issued by the buyer. Bidder Shall quote amount inclusive of Customs Duty applicable.
- 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 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/Industry Partner 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.

18. Purchase Preference Policy

Make in India: This RFP complies with Public Procurement (Preference to Make in India), order 2017 by Department of Industrial Policy and Promotion, Ministry of Commerce and Industry Government of India issued vide letter No. P-45021/2/2017- B.E-II dated 15th June 2017 and as amended (for updated details please refer to www.dipp.gov.in).

19. Purchase preference to Micro and small enterprises (MSEs) will be given to MSEs as per provisions of Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 as amended (for details please refer www.dcmsme.gov.in).

(Signature of Industry Partner)

Name of authorized Signatory Company Name Address

Office Seal of Industry Partner with Stamp

Date

<u>PART -3</u>

SPECIAL TERMS AND CONDITIONS

Note: The Bidders are 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 supply order concluded with the successful Bidder (Contractor) as selected by NPOL, Kochi. Failure to do so may result in rejection of Bid submitted by the Bidder.

 Letter of Intent (LOI): The Industry Partner shall be intimated by a Letter of Intent (LOI) of NPOL about the acceptance of the offer of the Industry Partner by NPOL and asking for completion of necessary obligations from Industry Partner side such as submission of Performance cum warranty bond towards signing of a contract.

2. Performance cum Warranty Bond:

- a. The Industry Partner shall be required to furnish a Performance cum Warranty Bond by way of Banker's Cheque / Bank Guarantee (BG)/ Fixed Deposit Receipt (FDR), in favour of Director, NPOL, THRIKKAKARA P.O, KOCHI-682021 for a sum equal up to 03% of the Supply Order / Contract Value inclusive of all taxes and duties. The Bond submitted 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.
- **<u>b.</u>** In case the supply of items/work where warranty is not applicable, Industry Partner should provided a bank guarantee/Indemnity bond for Performance(Security)Deposit as per the prescribed format for <u>03%</u> order value covering two months beyond the delivery schedule/work completion.
- **<u>c.</u>** The Indemnity bond may be accepted only from Government Departments/DPSUs/PSUs in lieu of Bank Guarantee.

3. GeM unique ID

In case where the Industry Partner arrived/identified for placement of order/contract does not have **GeM seller ID** for the product/service offered, the Industry Partner shall register with GeM portal for the product/service offered and shall obtain a **unique GeM seller ID**, for placement of order by the Lab. This is applicable for all procurements where the order value is more than Rs. 25 Lakhs (Including all taxes and duties) except for orders concluded through global tenders.

- 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 under the Contract within six months from the date of supply/successful completion of this contract. 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. 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.
- **6. 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

PART -3

Special terms and conditions applicable

7. Payment Terms

For Indigenous Seller: The payment will be made as per the following terms, on production of the requisite documents:

100% payment within 30 days after receipt, acceptance and satisfactory completion/ installation of stores/equipment/service/job in good condition or the date of receipt of the bill whichever is later

8. Advance Payments:

No advance payment will be made.

9. Part Supply and Pro rata Payment

Not Applicable

<u>Or</u>	
Full supply may be accepted in maximum nos. o not be made for the part supplies of the stores(s) made.	f lots. However, Pro rata payment will
<u> </u>	
Full supply may be accepted in maximum nos. of as per the applicable payment terms for the part supply of t	of lots. <i>Pro rata</i> payment will be made the stores(s).

- **10.** <u>Mode of Payment:</u> Through ECS. 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 cheques, wherever feasible.
- 11. <u>Paying authority</u> Accounts Office (R&D), Thrikkakara, Koci-21, a sub-office of Office of CDA (R&D), Bengaluru, will be the paying authority of the contract.
- **12.** <u>Documents to be furnished for claiming payment</u>: The payment of bills will be made on submission of the following documents by the Industry Partner to the NPOL, Kochi:
 - i) Ink-signed copy of Invoice, ii) Ink-signed copy of Contractor's Bill, iii) Bank Guarantee for Advance, if applicable, iv) Guarantee/ Warranty Certificate, v) Performance Bank Guarantee/ Indemnity Bond, if applicable, vi) 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), vii) Original copy of the Contract and amendments thereon, if any, viii) Any other document/ certificate that may be provided for in the Contract, ix) Copy of PAN card
- **13.** Non-Disclosure Agreement (NDA): The firm should furnish an undertaking that any information that is available to the team members from NPOL will not be disclosed to any third party. NDA to be signed in the prescribed format, if desired by NPOL before execution of supply order.
- **14.** <u>Security</u>: Security rules of NPOL will be applicable to the Industry Partner and to the Industry Partner deployed manpower for execution of the contract.

PART -3

Special terms and conditions applicable

- **15.** Warranty: a) The seller, warrants that the goods supplied under the Contract conform to technical specifications prescribed and shall perform according to the said technical specifications.
- b) The seller, warrants for a period of 12 Months from the date of inspection and acceptance of stores or date of installation and commissioning whichever is later, that the goods/stores supplied under this Contract and each component used in the manufacture thereof shall be free from all types of defects/failure.
- c) If the defective part/subsystem/system needs to be taken by the seller to their premises to rectify the defect, seller shall provide a comprehensive (during transit & storage insurance for repair period) insurance cover of the equivalent amount and deliver the repaired or replaced goods at the NPOL location without any financial implications on the NPOL.
- d) In cases of procurement of software, seller shall issue/provide upgrades of the software free of cost during the warranty period.

16. Force Majeure Clause:

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

17. Franking Clause:

a) 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

PART -3

Special terms and conditions applicable

contract alive. The goods are being passed without prejudice to the rights of the NPOL, Kochi under the terms and conditions of the Contract".

- b) 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 NPOL, Kochi in any manner. The goods are being rejected without prejudice to the rights of the NPOL, Kochi
- c) Under the terms and conditions of the contract."

18. Claims

- 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 Contractor shall collect the defective or rejected goods from the location nominated by the NPOL, Kochi and deliver the repaired or replaced goods at the same location, within mutually agreed period, under Contractor's arrangement without any financial implication on the NPOL, Kochi.
- 19. <u>Intellectual Property Rights (IPR):</u> 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 NPOL, Kochi 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.
- **20. Terms of Delivery:** The delivery of goods shall be on FOR, NPOL Kochi basis/ Job is to be carried out at NPOL Kochi basis.

PART IV- Industry Partner Qualification Criteria

I. Only Industry Partners who qualify as "LOCAL SUPPLIERS (Either as Class -I or Class -II local suppliers)" as per the notification issued by Govt. of India, Ministry of Commerce & Industries, Dept. for Promotion of Industry & Internal Trade, vide Notification No. P- 45021/2/2017-PP (BE – II) dated 04th Jun 2020, will be eligible to participate in the Tender.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%.

'Local content' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

Verification of local content:

- a. The 'Class-I local supplier/Class-II local supplier' at the time of bidding shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a Industry Partner or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

- II. Industry Partners must comply the provisions of Ministry of Finance, Dept. of Expenditure notification F. No. 6/18/2019-PPD dated 23rd July 2020 with regards to restrictions under Rule 144 (xi). The following conditions must be complied with:
 - a. Any Industry Partner from a country which shares a land border with India will be eligible to bid only if the Industry Partner is registered with the competent authority as specified in the ibid notification of Dept. of Expenditure, Ministry of Finance.

- b. Registration should be valid at the time of the submission of the bids and at the time of acceptance of the bids.
- c. A certificate shall be submitted by the Industry Partner along with the Techno Commercial bid regarding compliance of above orders. If such certificates given by the Industry Partners whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with the law.

III.

a) Attending pre-bid meeting: Yes

IV. General terms

1. Pre bid meeting

A pre-bid meeting is arranged at 10:30 hrs on 07/11/2023 at NPOL, Thrikkakara PO, Kochi – 682021. Attending pre-bid meeting is mandatory and the firm(s) desirous of participating in the tendering process shall depute a maximum of 02 representatives to attend the pre-bid meeting on the scheduled time & date. The firms shall intimate

Shri Krishnakumar S, Scientist E, Mob: +91495709205, email: krishnakumars.npol@gov.in about the details of persons deputed for attending the pre-bid meeting at least 02 days prior to the date of pre-bid meeting. The bids of those firm (s) which attended the pre-bid meeting will ONLY be considered for further processing & evaluation towards conclusion of procurement and bid of those firms which didn't attend the pre-bid meeting will NOT be considered for further processing.

2. Qualification Criteria

The firm (s) should have successfully supplied at least one Unmanned Arial Vehicle (UAV) of pay load capacity more than 10 kg and flight endurance more than 15minutes to any organizations of Government of India/State Governments in India/ PSUs in last 5 year period of 2018 to 2023

The supplied components should have qualified Environmental Tests as per MIL-STD-810For successfully Type tested as per QCI norms. The supply order details of the same along with test certificate shall be enclosed with the tender for verification by NPOL.

Authorized Signatory Company Name Address -

Office Seal with Stamp Date

Part -5 -Essential Details of Items/Services Required

1. Schedule of Requirements:

Sl. No	Item Description	Qty
1.	Development and Supply of Hex Copter for 20 kg payload	1 Set.

2. Technical Details: As per Specification Appendix-A

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:

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/Contract Period:** Expected Delivery Period for supply of items/rendering services would be **4 Months** from the date of supply order / Contract effective date. 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.

Part -6- Evaluation Criteria of Bids

- 1. **Evaluation and Acceptance Process:** The bid will be considered and selected based on instructions contained in Part-1 of the RFP for further evaluation of bids as per sequence given below:
 - i) **Techno-Commercial Bid Evaluation**: Bids will be evaluated based on Industry Partner qualification requirement as per Part -4 of RFP, if applicable, and bids of the qualified bidders will be considered for further evaluation as mentioned in Part-5 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 -7 of the RFP.
- 2. Procedure for Cost Comparison: The comparison of the Bids would be done on the principle of the total cash outgo from Procuring Entity's pocket. The financial bids of the qualified bidders would be compared on the basis of total cost (FOR destination basis consignment to Buyer's premises) of the deliverables and services including statutory levies, taxes and duties on final product which are to be paid extra as per actual.
 - Total Cost for Indian bidders: All the cost of the deliverables (FOR destination basis

 consignment to Buyer's premises) and services including statutory levies, taxes and duties on final product which are to be paid extra as per actuals.
- 3. The best acceptable bid will be considered further for placement of the Contract after price negotiation as decided by the Buyer.

PART-7

PRICE BID FORMAT

QUOTATION No	Date:
QUOTATION No	Date:

Sl. No	Description of item/items/Service	Quantity	Unit cost	Total cost
1.	Development and Supply of Hex Copter for 20 kg payload	1 Set.		
Tota	l cost	•		
1.	Accessories cost, if any (give beak-up separately)			
2.	Non Recurring expenditure (if any)			
3.	Installation / Commissioning charges, if any			
4.	Training charges, if any			
5.	Technical literature cost, if any			
6.	Tools cost, if any			
7.	Any other cost			
8.	Quantum of discount, if offered (details of discount offered on unit rate of each item)			
9.	Tax Applicable			
10.	GRAND TOTAL			

Important Note: This is a general format of price bid. The columns which are applicable to the case are only to be filled. The columns which are not applicable may be stroked off or marked as N/A. In case of doubt, it is advised to clarify before filling the column as any wrong entry may lead to difficulty in arriving the lowest bidder. The price bid format /price in any other format shall not be attached/disclosed along with in any other documents of the tender

Technical Specification for Unmanned Aerial Systems (UAS)

Quantity: 01Set

	Delive	erables	Qty
UAS	1 Nos		
Ground Control Station (GCS)			1 Nos
Software	e for flight planning and	control	1 Nos
Carry C	ase		1 Nos
Extra Ba	atteries		2 Nos
Battery	Chargers		1 Set
	nd Accessories		1 Set
SI.No.	Particulars	Specification	
1.	UAV Type	Multi-rotor (6 rotor) /Fixed Wing wit (Vertical Takeoff & Landing) or Heli Foldable propeller carrier arms, into carrying handle, and special box fo	icopter type egrated
2.	Mission	Oceanographic Surveying and Map Professional Grade incl. LiDAR UAS shall support integration of musystems in interchangeable configu	ulti-sensor
3.	Landing & Takeoff	Vertical Take Off and Landing (VTC	
4.	Flying speed	Greater than or equal to 5 m/sec w	ith payload
5.	Endurance Time	1 Hour	
6.	Maximum payload weight	20kg	
7.	Payload details (Not in scope of supply)	LiDAR Sensor Head RGB Digital Camera	
8.	LiDAR Sensor Head Details (Not in scope of supply)	Tentative Dimension: 360 mm (L)X 285 mm(W)X200 mm Tentative weight: Less than 15 kg Mounting interface and exact dimen be shared after placement of order. Hex Copter shall have mounting intermatches with the LiDAR unit.	sion of unit shall

9.	RGB Digital Camera Details	Tentative weight: Less than 2 kg
	(Not in scope of supply)	
10.	Propulsion system	Electric Motor – Propulsion system
11.	Sensors required to be integrated in UAS	IMU - MPU9250, ICM20948 and/or ICM20648 Barometer - Two redundant MS5611 barometers GNSS
12.	GNSS	Horizontal positioning accuracy: Single point 2.5m SBAS 2m Navigation updated rate: minimum 8 Hz Velocity Accuracy: 0.05m/s Heading Accuracy:0.3 degrees
13.	Flight Controller	Autopilot system should be capable of handling autonomous operation of the system All necessary sensors inputs from IMU, barometer Gyro etc. for navigation and control of UAS shall be integrated into FCs
14.	Flight Height above Ground Level (AGL)	Above meansea Level for takeoff:1000m
15.	Battery Type	Li- Polymer Rechargeable batteries Capacity - 32000mAh Voltage - 22.2 V Weight – 3673g Quantity 2 Nos
16.	Emergency Recovery Mode	Ability to return back to launch pad or home position in case of communication failure, low battery/poweretc. Manual / Automatic deployment of landing Parachute
17.	Safety features	Strobe light, landing light, sound signals etc.
18.	Installation, testing and commissioning of the equipment	To be carried out by the manufacturer's expert at NPOL Specified location as per Test and Acceptance Procedure
19.	Ground Control Station (GCS)	Integrated remote controller, ground station and wireless digital transmission system designed to control the hex copter. RC Control, HD video and telemetry data to be transmitted to minimum distance of 20 km for controlling the air unit. The features for data transfer to SD card should be available in the control station. Maximum weight of GCS should be less than 1 kg. Maximum size should be less than 500 mm (L) X 300 mm (W) X 200 mm (H). Display 5.46 inch, 1080P, capacitive touch screen. Power

		supply 4950mAh Li-po battery, Charging micro USB
		5v 2A
20.	Flight planning & control software	A navigation software package that enables the user to plan and perform complex flight patterns for different surveying applications (Corridor and Area mapping) and should allow the combination of telemetry data with the recorded images/data. The software should feature the functions that enable to plan, fly and prepare the data for post processing for different applications. Package should include at least following features: • Flight Plan editor &monitoring • Managing Trajectories & creation of LAS files • Should permit use of 3D data for flight planning in hilly/rolling terrain. • Real time tracking and live data preview
21.	Data Link	Communication data link complying with Military grade/International standard(MIL-STD 810 F) and certification. Frequencies used should not interfere with other users allocates frequency spectrum
22.	Communication distance between GCS and HPUAV	Minimum 15km
23.	Operational Temperature	-20° to +50°C
24.	Standard Accessories	Rugged Transport box with foam, 1 Battery set (2 bats), Dual battery charger
25.	Training	Training Required: Minimum 01 Week training to 05 nos. people at NPOL specified Location
26.	Testing	As per the attached test and acceptance procedure
27.	General terms	 Pre bid meeting A pre-bid meeting is arranged at 10:30 hrs on 07/11/2023 at NPOL, Thrikkakara PO, Kochi 682021. Attending pre-bid meeting is mandatory and the firm(s) desirous of participating in the tendering process shall depute a maximum of 02 representatives to attend the pre-bid meeting on the scheduled time & date. The firms shall intimate Shri Krishnakumar S, Scientist E, Mob: +91495709205,

email: krishnakumars.npol@gov.in

about the details of persons deputed for attending the pre-bid meeting at least 02 days prior to the date of pre-bid meeting. The bids of those firm (s) which attended the pre-bid meeting will ONLY be considered for further processing & evaluation towards conclusion of procurement and bid of those firms which didn't attend the pre-bid meeting will NOT be considered for further processing.

2. Qualification Criteria

The firm (s) should have successfully supplied at least one Unmanned Arial Vehicle (UAV) of pay load capacity more than 10 kg and flight endurance more than 15minutes to any organizations of Government of India/State Governments in India/ PSUs in last 5 year period of 2018 to 2023

The supplied components should have qualified Environmental Tests as per MIL-STD-810For successfully Type tested as per QCI norms. The supply order details of the same along with test certificate shall be enclosed with the tender for verification by NPOL.

Test and Acceptance Procedure

The followingmajor tests need to be carried out by the vendor in the presence of NPOL authorized reps.

(a) Acceptance test report indicating successful completion of operational and functional tests of all critical components like propulsion system, electric motors, flight control system, ground station controller, safety system and battery bank to be submitted for verification to NPOL before integration.

The firm should interact with OEM/manufacturer to carryout performance test & submit test procedure & reports for above sub systems.

- (b) Performance evaluation at factory(FATs)
 - i. Physical Checks: General checks on dimensions and integration of payload and operator console and accessories
 - ii. Functional tests:
 - Flight test with dummy payload (dummy payload need to be arranged by the firm)
 - Verification of operational range and flight time
 - Checks for safety features
 - Checks for emergency recovery
 - Auto pilot operation
 - Tests for landing and take off
 - Wireless controller testing
 - Navigation and control tests
 - Tests for gimbal gyro system
 - Positioning system (GNSS) tests

These tests will be performed by team constituted by director NPOL. The scheme for testing will be prepared after placing order

- (c) Performance evaluation onboard or at NPOL specified site
 - Functional tests same tests mentioned above
- (d) Endurance tests
 - 50 cycles of operation with full payload, maximum speed and distance
- (e) Environmental tests as per MIL-STD-810F for all electrical and electronic sub components

Mechanical Shock

To determine the ability to withstand mechanical shocks from suddenly applied forces or an abrupt change in motion produced by handling, transportation or field operation.

Standard: MIL-STD-810F Method 516.5, Procedure I

Environment: 75 g 11 MS saw tooth shock, 3± shock/axis

Altitude

To observe low air pressure effects on either operational or non-operational design parameters.

Standard: MIL-STD-810F, Method 500.2, Procedure I & II

Environment: 40,000 ft. and 70,000 ft. operational

Humidity

A humidity test simulates the moisture-laden air found in tropical regions.

Standard: MIL-STD-810F, Method 507.4 Procedure I, Cycle I

Environment: 240 hours, 95% RH

Random Mechanical Vibration

To evaluate the construction, materials and mounting of the device for ruggedness.

Standard: MIL-STD-810F Method 514.5 and MIL-HDBK-344A

Environment: Vibration step from 21 - 41 g, overall level of 5.6 g rms for 4 hours per axis.

Temperature Humidity Bias

An operational test that evaluates the reliability of the device package in humid environments.

Standard: MIL-STD-810F, Method 507.3

Environment: 85°C, 85°/s RH, high line input voltage

Anti-Fungal

To determine if a material (or materials) will support the growth of specific fungi.

Standard: MIL-STD-S1OF, Method 508.4 Section U

Environment: Severe climate conditions

(f) Electromagnetic Interference(EMI) tests as per MIL-STD-461F for whole unit.

TENDER ACCEPTANCE LETTER (To be printed on Company's Letter Head)

Bid Ref No:	Dtd:
Т	The Director, Naval Physical and Oceanographic Laboratory, Thrikkakara P.O, Kochi – 682021
S	ub: Acceptance of Terms and Conditions of Tender.
Т	ender Reference No:
N	lame of Tender/Work:
D	Dear Sir,
1	. I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/Work' from the website(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 (Including all documents like annexure(s), schedule(s), Specifications etc.), which form part of the contract agreement and I/We shall abide hereby the terms/conditions/clauses contained therein.
3	. The corrigendum(s) issued from time to time by your department/organisation too have also been taken into consideration, while submitting this acceptance letters.
4	. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) corrigendum(s) in it's totality/entirely.
5	. I/We certify that all the relevant Taxes/Duties likely to be paid in connection with delivery of goods/services specified in RFP have been indicated separately. I/We understand that in absence of this, the total cost quoted by me/our firm will be taken into account in the ranking of Bids.
6	. I/We hereby declare that in the past I/We have never been banned/debarred for doing business dealings with Ministry of Defence/Govt. of India/ any other Government organisation and that there is no enquiry going on by CBI/ED/any other Govt. agency against me/us.
7	. I/We certify that all the information furnished by our Firm is true and correct and in event that the information is found to be incorrect/untrue or found violated, then your department/organisation 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 earned money deposit absolutely.
	Yours Faithfully,

(Signature of the Bidder, with Official Seal)

<u>Commercial terms & conditions</u> (Vendors should complete all the terms for the Item/ Service quoted)

RFP	(tender) No. and date	NPOL/	DD	MM	YYYY
Desc	ription of item / service				
Nam	e & address of the vendor				
No	Terms	Terms Applicable	Ren	narks if	any
1	GST (%) (Give item wise, if applicable)	% Extra/ Included/ Not applicable			
2	Packing charges (If extra, Proof required)	Not Applicable	% extra/Included/		
3	Forwarding charges (If extra, Proof required)	% extra/Included/ Not Applicable			
4	Freight charges (If extra, Proof required)	% extra/Included Free delivery at NPOL			
5	Other charges, if any (specify the details)	Nil /RsExtra against			
6	Delivery schedule / Contract period. (Please refer Part 5 of RFP)	Weeks/Months from the date of Contract.			
Number of Delivery Lots (Preference: Single Lot) Single Lot/Lots					
8	Liquidated Damages (LD) (0.5% per week or part there of subject to a maximum 10% of total basic value for delayed delivery)	Accepted (If not accepted quotation will not be considered)			
9	Tender Fee (No Tender fee for RFP documents downloaded from web site)	Not applicable/ Submitted DD NoDt			
10	Earnest Money Deposit (EMD) (Please refer Part 1 of RFP)	Not applicable / Submitted DD No/ BG No			
11	Performance Cum Warranty Bond (PCWB) clause. [Please refer Part-3 of RFP]	Accepted/Not Accepted			
12	Is authorised dealer of item demanded?	Yes / No (If yes, provide authorisation letter)			
13	Warranty period	Months/Year			
14	After sales service support available?	Available / Not available			
15	Training / demonstration charges (Free training to be provided)	Free / RsExtra / Not applicable			

ANNEXURE-A

16	Installation/Commissioning charges	Free / RsExtra / Not applicable	
17	Validity of offered bid - Single Bid-90 Days - Two Bids- 180 Days	date of Bid Opening	
18	Availability of testing / inspection facility at vendors' premise	Yes / No	
19	Make & model of the offered system	Make Model	
20	Minimum Order Quantity (MOQ) conditions, if any	Applicable / Not applicable Mention MOQ conditions, if any	
21	Any additional information material provided with the bid	Samples, drawings, brochure, test certificate etc, specify if any attachment.	
22	Requirement of any Free Issue of Materials (FIM), if any	Nil/Given Separately	
23	Payment Terms [Please refer Part 3 of RFP]	Accepted /Not Accepted	
24	Whether End User Certificate is required (if required, enclose the format)	Required/Not required	
25	Other points / clause if any		

Signature & Stamp

Vendor Name & Address

(Data to be submitted by Vendor in your letter head showing full address in duplicate and **Bank details should be mandatory attested by Bank Authority**)

The	e following mandatory Details may be furnished alo	ng with the quotation
SI No		a/Information Required
1.	Name of supplier	
2	Suppliers Name (As shown in the Bank Account)	
3	Supplier's Bank Account No	
4	Type of Account(SB/CC/CA)	
5	Name of the Bank & Address	
6	NEFT/IFSC Code of Bank	
7	MICR Code of Bank	
8	PAN Number	
9	GST Number	
10	Contact Telephone/Mobile No	
11	E-mail ID, if any	
	,	Signature of Proprietor
Date		
Seal		Name

Signature of Bank Authority

Seal of the Bank

BANK GUARANTEE FORMAT FOR FURNISHING EMD

Ref : Tender En	quiry No:	Dated	
(here		e "tenderer/Contra	•
for the supply		alled the "tender"	
KNOW ALL MEN by	these presents th	at WE	
of	having	our registered of	fice at
	lled the "Bank")	are bound unto	
Naval Physica	ıl & Oceanograpl	hic Laboratory,	(NPOL)
of President of the sum of be made to the its successors the Common Seal of	<pre>India(hereinafter for which e said purchaser, and assigns by th of the said Bank</pre>	<pre>rala India on be called the "Purch payment will and the Bank binds ese presents. Sea this</pre> ARE:	aser")in truly to itself, led with
Or derogates f		ithdraws oramends, n any respect wit	
	of his tender b	having been noti y the Purchaser du	
		ails to furnish performance of the	
b.Fails or refu	ses to execute the	contract.	
upon receipt of Purchaser having that in its demonstrated language of one or both the properties of th	its first writteng to substantia and the Purchase by it is due to it	r up to the above on demand, withou te its demand, pr r will note that owing to the occubitions, specifyin	t the ovided t the rrence
60 days after	the period of ct thereof should	ce up to and inc tender validity a reach the Bank not	nd any

(Signature of the Bank)

BID SECURITY DECLARATION

Date		Tender No
To (Insert co	omplete name	and address of the purchaser)
I/ We. The	undersigned, o	declare that:
I/We unders	stand that, acc	ording to your conditions, bids must be supported by a Bid Securing Declaration
I/We accept	that I/We may	y be disqualified from bidding for any procurement entity with DRDO for a period two years
from the dat	te of notificatio	on if I am /We are I a breach of any obligation under the bid conditions, because I/We
a)		wn/modified/amended, impairs or derogated from the tender, my/our Bid during the period or pecified in the form of Bid; or
b)	having been or refuse to e	notified of the acceptance of our Bid by the purchaser during the period of bid validity (I) fail execute the contract ,if required, or (ii) fail or refuse to furnish the Performance Security, in with the Instructions to Bidders.
I/We unders	stand this Bid S	Securing Declaration shall cease to be valid if I am/we are not the Successful Bidder, upon
	of (i) the receip f the validity of	t of your notification of the name of the successful Bidder; or (ii) thirty days after the f my/our Bid.
Signed: in the capac	city of	(insert signature of person whose name and capacity are shown) (insert legal capacity of person signing the Bid Securing Declaration)
Name:		(insert complete name of person signing he Bid Securing Declaration)
Duly authori	ized to sign the	e bid for an on behalf of (insert complete name of Bidder)
Dated on		day of (insert date of signing)
Corporate S	Seal (where ap	propriate)
(Note: In casthat submits	se of a Joint V s the bid)	enture, the Bid Securing Declaration must be in the name of all partners to the joint venture

Format – self declaration- local content (to be in the letter head of the firm)

То

Date

Director NPOL Thrikkakara
Self-declaration of local content
Item / Service:
It is declared that, the product (s)/service(s) offered against the RFP No(tender
number) dated has/have local content(% percentage) / local content
percentage range is between(%) and(%) and thus the firm is Class-I / Class-II / Non-
local vendor for the product/service, as per the notification issued by Govt. of India, Ministry of

Commerce & Industries, Dept. for Promotion of Industry & Internal Trade, vide Notification No.

Signature / Office seal

P-45021/2/2017-PP (BE – II) dated 04th Jun 2020.