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Headquarters 1 Signal Training Ce

:-004/NO 1 CTTB/EL/IT(SW)/2014-15/

Nov 2014

Vendor concerned

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- ited for supply of mentioned title, id the bid being d Headquarters 1 Signal 7 as buyer, is interested ir over are invited for supple the above mentioned cover to avoid the bid be sover a se the
- contact ren below: s and are giv

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Combany's Seal and Date

Signature of the Authorised Signatory

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- Instruction and open and Nis matior as
- he items/service Specifications, ails of the schnical details , Techr ess S
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2014	RFP made available to the responders
2014	Deadline for collecting RFP from HQ 1 STC/Website
2014	Pre-bid meeting.
2014	Last date for receiving Tenders

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PARTI- GENERAL INFORMATION

- date **4.** due t date and time for depositing the Bids: 1400 hrs on so both technical and commercial, should be deposited/r he responsibility to ensure this lies with the Bidder.
- an or an or an or Ö be delay 00 1 ST date eith nner of Depositing the Bids.

 Realed Bids should be an above so as to reach tenders will not be considered. No responsibility will be ta the been specifically called for by these months.
- bids: following points will be strictly adhered to while filling up tl
- equire in all are r filling The complete document including the appendices mitted by the vendor only after signing on all pages & ils.
- g Ö bottom Additior nnexur accepte the ompany. at vided Only the enclosed formats (Appendices A, B and jinal will be used (retyped formats/documents will affix their company's stamp in the space prohibited, duly signed by the authorized signatory of the ets, duly authenticated, may be attached to elucidate spett, if any.
- not inclusive term duct ns olum ntior an C The costs to be indicated should be the landed cost of the laxes, levies, freight etc. The cost of each item should be massic Cost, Taxes, Levies, Octroi and Total cost in separate mns are not applicable 0% can be written). In case any and to be properly filled, the quotation will be treated a tation and is likely to be rejected.
- closing for a minimum of 180 days from The offer will be er
- Cial Technical offer, commercial offers and EMD will be subrelopes marked 'TECHNICAL OFFER for UPGRADATO-TWARE AT 1 STC', 'COMMERCIAL OFFER for UPGRADAT-TWARE AT 1 STC', 'COMMERCIAL OFFER for UPGRADATON OF EKLA 1 STC' and 'EMD for UPGRADATON OF EKLA 1 STC' respectively. Guidelines/formats for technical and coched as Appendix A and Appendix B respectively.
- while any giver disclose ntiality / agents or a = M The Vendor will ensure confidentiality of the project and varion, explicit or tacit, gained by them or their representativacting with the persons of the No 1 CTTB, HQ 1 ST esentative of the Vendor will sign the 'Certificate of Conference of the Company Seal duly affixed.
 - at ejected Incomplete/incorrect/ambiguous tenders will be liable retion of the Comdt 1 STC.
- and iven **Jdix** ntativ are requested to indicate your acceptance of the above of as given in the succeeding paragraphs as per format attactance certificate will be signed by the authorised company ith the company stamp and submitted along with the tec **D**.

- crite to this offer clearly indicating caragraphs. The condition and cants. ted to respond to succeeding paraging on all applicant requested to an in the succe are binding on are
- due to Bids l on a closed holiday any other day/t s declared a clostime or on any i Gids is see that same t e for opening of the Bids is working day at the same the due date for Opening of the the next working day a the Buyer.
- Bids those der Ba g tre Training Centropped in the w : HQ 1 Signal Traini opened. Bids dropped Box Will be ation of the Tender End in the tender box version invalid.
- $\frac{\omega}{S}$ Bidder 7 S quote Bidder ing G he ses the ne Bids: HQ 1 Signal Training Cerves, duly authorized in writing, to attend the sand important commercial/technical clane presence of the representatives of all to non-presence of your representative. Bids s, duly f Opening of the Bids eir representatives, duly and time. Rates and is read out in the prese postponed due to nor their ot be date date
 - Bids. ano echnical echnical above one Tech Bids __ ealed em only will be followed, a envelops and both bids seale on the time and date mentione timated after acceptance of the fimated after acceptance. whose The Buyer. **10-Bid System**. Two-bid system only will be ial Bjds will be sealed in separate envelops and bot Technical Bid would be opened on the time and date the Commercial Bid will be intimated after acceptal Bids of only those firms will be opened, who suitable after Technical evaluation is done by the Bustiable after Technical evaluation is done by the Bustiable after Technical evaluation.
- their number address under ST nr Bidders r VAT/(0 be forwarded by Estails like TIN number and complete postal 'arding of Bids.

 Bids should be no / letter pad inter alia furnishing details ss with EFT Account if applicable, etc and
- 9 **(1)** tificate. <u>=</u> bidder purchaser notif D. S D en) Its A prospection documents ser than 14 (fourteen) ser than 14 (fourteen) solidating documents dix E. Arification Regarding Contents of the Bidding de clarification regarding the contents of the bidding de virting about the clarifications sought not later than 1-sening of the Bids. Copies of the query and clarificat prospective bidders who have received the bidding will be given as per format given in Appendix E.
- post and <u>b</u>iq for eceived nay his adli sent 0 of 1 de withdr this awa| 9 ission + dr adification and Withdrawal of Bids. A bidder may modify or wission provided that the written notice of modification or withdrayer prior to deadline prescribed for submission of bids. A withdray fax but it should be followed by a signed confirmation copy to signed confirmation should reach the purchaser not later than on of bids. No bid shall be modified after the deadline for submission of the period of bid validity specified. Withdrawal of a bid durin sidder's forfeiture of bid security.
- 7 is clarification lange in proclarification aluation buring the bidder for the bidder ho can bost-bid. No post-bid ication regarding contents of the Bids.

 of bids, the Buyer may, at its discretion, ask quest for clarification will be given in writinf the bid will be sought, offered or permitted. The bidder will be entertained.

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- ernet auth COL 5 its that ugno. Jue ensure not con eck thr surprise ch oftware i vendor to carryout (ix) The valent development or right to carryo The
 - (x) The application will safeguard against following:
- (aa) Buffer flow attacks.
- (ab) Bypassing authentication techniques.
- the Jts nponer All the com with 90% u hour bility Availat Working
- Otto 0 ale out candand proven and as and whe and and servers, and be should Ser as are, -Up, ing high-performance is hardware, software, d provide for Scale-Up Servers, Application 5 ance softw. Scale architecture 3h-performan he a high apable of delivering required that the hrchitecture should prevers, Database Se
- at No Reliability. The system should be fully tested bugs of minor, significant and critical nature. Te and no corruption/ loss of data is acceptable. 5 5 1 7
- reduir Aspects.
 Sare as follows echnical at 1 STC
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- rollir expiry expiry Flash Alarm. Flash timing alarm should be made avarare for attracting candidate's attention on start and expirilready logged in, and is not attending the assigned examto the candidate that exam has started with time roll should be provided 5 minutes and 1 minute before expiri
- non Username. Upgraded s
 wo or more persons with comme should only be hooked with s
 logged in and another user with the behavious logged in user should be s nted hen the previous logged in user should be intimated with highligh logged Multi Login with Common nit simultaneous login by two or sword. Last login candidate shom. If a candidate is already logge password try to login then the prexam and administrator should be
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- the vendor. Result Sheet. rmat required an
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- should Audit Logs. The upgraded version ate event logs for audit purpose.
- Feedback/suggestion icon/link fields such as Text Box and and the



- out how st should ho Jee /dummy e> <u>=</u> in practi bring o my test exar Dummy of the e) er car Jould k actice, exam. In the upgraded software practices should be generated with fixed questions so that intended user should be generated with fixed questions so that intended user sam. Report of the sam should be the examineer by be available to the environment by login giving the Army number of the available to the environment by login giving the Army number of be available to the environment by login giving the Army number of the standard by the examineer by login giving the Army number of the standard software.

 (b) Universal Time for Exam. Start and End time should be software. Hide/Show option of archive datafold provided for Squad, Paper, and Exam. Range filters for Squad. Paper should help administrator to search and find squad and epides should help administrator to search and find squad and epides should help administrator to search and find squad and epides should help administrator to search and find squad and epides should help administrator to search and find squad and epides should help administrator to search and find squad and epides should have to change the password on first login for extra density of Direct Test Examiner. The upgraded software should suppring any of Direct Test Examiner. The upgraded software blank pagaloglayed while login by examinee. Possible error in the nett inthinated.

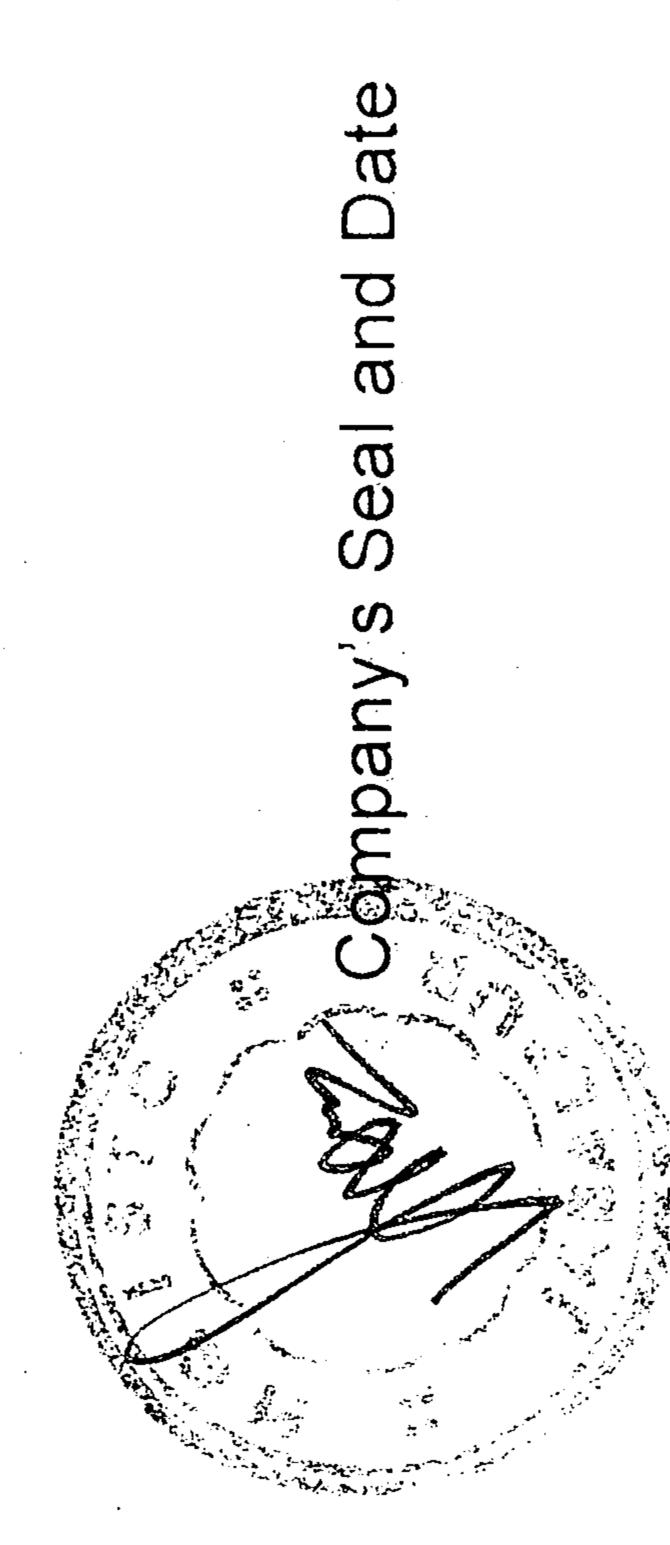
 (c) Authentication of Examiner. Every possible security measures should suppradation of displayed while login by examinee. Possible error in the nett inthinated.

 (d) Examination Instructions. With the upgradation of examination instructions should be displayed on the screen when examination instructions should be displayed on the screen when examination instructions should be displayed on the screen when examination instructions should be displayed on the software should have feathed and migration from the existing database.

 (d) Migration of Data. Upgraded software should have feathed and migration from the existing database.

 (d) Migration of the software places and MAC Address of the mexamineer is attending the ex user ber
 - always be should or Exam. Start and End time all examinee in the upgraded software
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- should system Negative Marking Systemorated in the upgraded software
- e upgraded feature _____ 7 merit = =nade available the key aspect made 2, e +t-Facility rit in case of e candidates negative marki Decision of Merit i een two or more cannot The sum of neg



- rk on Local and other l et Explorer and the following e should net Explo ntails ie proposed upgradation of sof Vide Area Network (WAN) on li osed upgradation of software e
- ent, testing, implementation of Eklavya software as given in trequirements mentioned in pare developed in an incremental iter
- <u>=</u>

- (a) Design, development, testing, implementation, Maintenance of upgradation of Eklavya software as given in the project and technical requirements mentioned in para Upgradation of software will be developed in an incremental itera.

 (b) Case tools will be used for development of the Software didenal will be used for development of the Software didenal will be used for development of the Software didenal will be used for development of the Software didenal will be used for development of the software at No 1 C implement changes required (if any) as a result of the testing.

 (c) The front end of software will be web based and the back be MS SQL Server 2008/MS SQL Express or higher. It should be come a proprietary item of Indian will have the Intellectual Property Rights (IPR) of the software at format is given at Appendix G.

 (f) It should be possible for the software to be download installed on PCs having access to the Army Intranet with ease.

 (g) Software for development of upgradation of Eklavya softwover to Army before final payment.

 Performance. The database should be normalised to the require ee) in order to achieve a response time of min five seconds and should note to achieve a response time of min five seconds and should any reports.

 Testing.

 (a) Software will be developed at 1 Signal Training Centre., for upgradation of Eklavya software at 1 STC will be provided by the software has been fully developed and tested, further live testing shall be carried out.

 (b) Testing shall also include ease of installation, user friendling & security and coding methodology.

The implementation of the project 'Upgradation of Eklavya uld be carried out in a **phased** manner. This software would be tes Headquarters 1 Signal Training Centre, Jabalpur. The impleases, following incremental or spiral methodology of software case will culminate with the delivery of one build of the software and

Mould ly broken of the vision of te ses. This project can be broadly ent and control. Implementation the software, training, and proving the system at the user's site.

Seg	Activity	Time period	Total Time	Remarks
0	1	(Weeks)	(weeks)	
nce	ption Phase			
<u>a</u>	Presentation plans by project	2 week from	D+2 weeks	
		acceptance of Supply Order		
<u>Q</u>	System Study and study of the existing application software to finalise the scope and sign off	4 Weeks	D+6 weeks	
(C)	Defining, validating and base lining the architecture and test procedure	2 Weeks	D+8 weeks	
Dev				
<u>D</u>	Study and baseline the requirement for β version and sign off of base line documents.	2 week	D+10 weeks	
(D)		8 weeks	D+18 weeks	To be installed at No 1 CTTB lab at 1 STC for testing.
	Trial testing of software and rectification of bugs and problems as identified by users at all levels (administrator, Instructor, examiner at conducting centre and examinee)	4 weeks	D+22 weeks	
(g) Acc	- x	4 weeks	D+26 weeks	
	Final Acceptance Test Procedure (ATP) for CTTB, RTTB and Direct Test exam modules and issuing final acceptance certificate.	2 weeks	D+28 weeks	

- date ths from the date of final acceptance. The date only be deemed to be the date on which the opert during warranty is given at Appendix H.
- 34. The support during warranty period will include: -
- a) Analysis and bug fixing when notified.
- 3) System training.
- reasonab Availability within Ing any problem.

Company's Seal and Date

- nisation would in no manne of any software and that the lal fallout at a later stage. The lons would become a propriet tware after testing. Indian Armstribution, use/ modify the code ation, and training phase.

 If final source code for the software and product explained clearly.

 In any modification/changes in product explained clearly.

 Idian Army. It must be undersedicated project. Entire software cannot be utilized for any ot Army (Comdt 1 STC). development and customise ual Property Rights (IPR) of a sponsible towards any legal of including subsequent version are final acceptance of the softwards apply to the documentation of the used by the vendor during the used by the vendor during the instructions for incorporating on into executable/installable paproprietary item of the Indian sealiable to the Army as a dedicate available to the Army and it can clearance from the Indian Arm proposed
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PART III - STANDARD CONDITIONS OF RFP

- of their acceptar below which v successful Bid o may result in SO is required to give confirmation of Request for Proposal mentioned of the Contract concluded with the ted by the Buyer. Failure to do so ected b Bidder Bidder of the
- _ d and made in accorda governed by and interp considered shall be go The Contract shall be cost of India. The contract sof the Republic of India.
- act. The contract shall come into e e contract (Effective Date) and shabf the parties under the contract. ervices shall commence from the e parties on considerance of the serv Con ctive Date of the of the of both the partiple of the oblique of the oblique of performance
- ration. All disputes or differences arising out of or in colail be settled by bilateral discussions. Any dispute, disagree of or relating to construction or pesttled amicably, may be resolved through arbitration. The sas per Forms DPM-7, DPM-8 and DPM-9 (Available in MoCon request). tration all be sof or re of or resettled
 - ot tue Influence. The Seller undertakes that directly or indirectly, any gift, consor inducement to any person in servicatracts or forbearing to do or for having contracts or forbearing to do or forbearing to the present Contract or any other ach of the aforesaid undertaking by the notation to the present Contract or any other ach of the aforesaid undertaking by the notation of the aforesaid undertaking by the notation of the seller or anyone employeapter IX of the Indian Penal Code, 1860 oner Act enacted for the prevention of contract and all or any other contracts with the any loss arising from such cancellation. If fect that a breach of the undertaking has seller. Giving or offering of any gift, broon behalf of the Seller towards any officer/emplaion to this or any other contract, shall rebuyer may deem proper, including by the Buyer. promised to give, directly or promised to give, directly or n, fees, brokerage or inducement procuring the Contracts or forbin procuring the Contracts or forbin the Government of India for any person in relation to the plant of India. Any breach of the afby him or acting on his behalf (he commission of any offers by the Act, 1986 or any other Act enact Stirled III Character Actena 36 or any other Actena 1 the contract and all or amount of any loss a inding on the Seller. G inding on the Seller. G ny such act on behalf of the person in a position ny other person in the penalty as the the contract, impathe amounts paid cancel the conti eller the amount s nominee to the al and binding on npt at arm at any g y other y favou
 - ents / Agency Commission. The Seller confirms and declares is the original manufacturer of the stores/provider of the serviract and has not engaged any individual or firm, whether er, to intercede, facilitate or in any way to recommend to the Go its functionaries, whether officially or unofficially, to the award; nor has any amount been paid, promised or intended to be or firm in respect of any such intercession, facilitation or Record

S (company s)

Company's Seal and Date

Signature of the Authorised Signatory

0 liable to he **\(\sigma** est __ يّ O 40 Уe right t of Ir nterir vholly along ve the dis a er agrees that if it is established at any time to the satisfaction of the sent declaration is in any way incorrect or if at a later stage it is dient that the Seller has engaged any such individual/firm, and paid or amount, gift, reward, fees, commission or consideration to such perstution, whether before or after the signing of this contract, the Seller at that amount to the Buyer. The Seller will also be debarred from early Contract with the Government of India for a minimum period of er will also have a right to consider cancellation of the Contract either out any entitlement or compensation to the Seller who shall in such argund all payments made by the Buyer in terms of the Contract along ate of 2% per annum above LIBOR rate. The Buyer will also have the such amount from any contracts concluded earlier with the Governments. Seller either fron

- shall 2 nts/information SOL commission the Buyer, s per any ction satisfactic nfluenced # atisfa quest <u>P</u> **ccess to Books of Accounts**. In case it is found to the sateller has engaged an Agent or paid commission or influe contract as described in clauses relating to Agents/Agfor use of undue influence, the Seller, on a specific requinecessary information/ inspection of the relevant financial de
 - oject vendor oecifica 1 conser 9 + writte Non-disclosure of Contract documents. Except with the wreselver, other party shall not disclose the contract or any provesign, pattern, sample or information thereof to any third parthat all military information and data available to him as a particularly of Comdt 1 STC and will not be disclosed sed by Comdt 1 STC. Failure to comply with this closure will man as per law. Non-disclosure agreement is attached as Append
- Week onds, trials, the . SE Jay at 1Ct Ver 9 ndu BU Φ submit nd con for Buyer The E Dar sum above the to Liquidated Damages. In the event of the Seller's failure to antees and Documents, supply the stores/goods/services ation of equipment, training, etc as specified in this contract, the tion, withhold any payment until the completion of the contracted from the SELLER as agreed, liquidated damages to the act price of the delayed/undelivered stores/services mentioned at any or part of a week, subject to the maximum value of the Liquida gher than 10% of the value of delayed stores.
- Ilquidate nall within ås Sh you E. The amount charge amount due to you, yell and final settlement of Payment of Liquidated Damages.
 be deducted by the customer from the a
 make payment to the customer in FULL
 bank guarantee if encashed. ethod (days) of the
- <u>S</u> 40 right shall have the rmination of Contract. The in full in any of the following
- attributable deliv date
- Maj acluded in Of (a) The delivery of the material/services is delayed for cause Force Majeure for more than three months after the scheduled (b)
 (b) The Seller is declared bankrupt or becomes insolvent.
 (c) The delivery of material/services is delayed due to cause by more than Six months provided Force Majeure clause is inclosed.
 (d) The Buyer has noticed that the Seller has utilised to the control of t caus ankrupt or become due to cauliservices is delayed due to caudided Force Majeure clause is in the Seller has utilised
- Vices ser the getting yer has The Buyer 1/Foreign agent i stual/company etc.
 As per decision (

- Les. Any notice required or permitted by the contract slyuage and may be delivered personally or may be sent il/airmail, addressed to the last known address of the part
- Ω · **Sub-letting**. The Seller has no right to give, baspose of the Contract or any part thereof, as well to advantage of the present Contract or any pait or advantage of the present Contract or any pain herwise dispose ake benefit or adv
- shall be deemed to include all amounts payable for the shall be deemed to include all amounts payable for the shall be deemed to include all amounts payable for the s. registered charges, trademarks and payments for any other seller shall indemnify the Buyer against all claims from a third unt of the infringement of any or all the rights mentioned hs, whether such claims arise in respect of manufacture or use and training aggregates irrespective of the fact of infringement of the fact of infringement of the rights mentioned a
- ndments. No provision of present Contract shall be chacluding this provision) either in whole or in part except a after the date of this Contract and signed on behalf of ssly states to amend the present Contract.

52. Taxes and Duties

(a) General

- ask for excise duty or Sales stated. In the absence of an prices include all such charges If Bidder desires to a must be specifically e presumed that the prewill be entertained. Bidder ust be same will be same
- freimbursement of any Duty/Tax is intended as the Bidder must specifically say so. In the alion it will be presumed that the prices quoted are naccount of such duty/tax will be entrained prices, the stipulation a claim on a tenders. -
- (iii) If a Bidder chooses to quote a price inclusive of an not confirm inclusive of such duty/tax so included is firm clearly indicate the rate of such duty/tax and quantuincluded in the price. Failure to do so may result in ign summarily.
- of supplies from them, he should clearly state that no succharged by him up to the limit of exemption which he reconcession is available in regard to rate/quantum of any [be brought out clearly. Stipulations like, the said duty/tax applicable but the same will be charged if it becomes levinot be accepted unless in such cases it is clearly stated such duty/tax will not be charged by him even if the applicable later on. In respect of the Bidders, who fail to requirement, their quoted prices shall be loaded with the duty/tax which is normally applicable on the item in questio of comparing their prices with other Bidders.

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- (v) Any change in any duty/tax upward/downward statutory variation in excise taking place within contra allowed to the extent of actual quantum of such duty/tax p Similarly, in case of downward revision in any duty/tax, the reduction of such duty/tax shall be reimbursed to the Buye such adjustments shall include all reliefs, exemptions, reetc. if any obtained by the Seller.
- applicable. Customs Du

Duty

- **+** he excise duty is payable on advalorer along with the tender, the relevantice list showing the actual assessable the Excise authorities. duty the (i) Where the should submit Manufacturer's p approved by as
 - by ally 7 <u>S</u> whorities in respect of Stores on the credit to the Buyer immet so passed on relates to the Exelect under the contract. In case is issue of the excise duty refunct the Buyer would be empower introfunded by the be empower he Excise Au their outstand it Contract an e amount refunded by the to them from any of the ther pending Government (Id be raised by them. (ii) Bidders should note that in to them by Excise authorities is contract, they will pass on the crecertificate that the credit so passe paid for the stores supplied under so, within 10 days of the issue of the Excise Authorities the Buyer equivalent to the amount refundefurther reference to them from a contract or any other pending Gov this account would be raised by the

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- ayir the furnish to (iii) follo
- p of that of precedent effect he immediately lant bill. the ţ The Seller is also required to sing certificates.

 (aa) Certificate with each bill obtained in respect of the reim Seller during three months in claim covered by the relevant be
- pplied o details obtain (ab) Certificate as to whether refunds have befor by them or not in the preceding financial Audit of their accounts also indicating refunds/applications, if any.
- final payment ve any pendil duties alreac with the Exc , and the posit he final have ar ate along with the finer or not they have been of excise concernment pending vernment pending vernment involved, and amount involved, and anount involved. (ac) A certificate a the effect whether c refund or partial ref Seller by the Govern so, the nature, the ar certificate st whether
- particulars
 by to recove
 that partic
 and that case Autho refunded (ad) An undertaking to the effect that in c Government that any refund from Excise A the Seller after obtaining reimbursement from and if the same is not immediately refunce Paying Authority giving details and particul Paying Authority will have full authority to reather Seller's outstanding bills against that p other pending Government contracts and account would be raised by the Seller. 2.

specifically agreed to in terms for any claim on account of freson raw materials and/or componintracted stores taking place dur

(d) Sales Tax //A

- he Bidder to ask for Sales tax specifically stated. In the ak II be presumed that the prices cand no liability of sales tax will
- ing sales tax extra, the rate and e of supply should be shown so the rate at which it is liable to provided the transaction of sale payable as per the terms of the

(e) Octroi Duty & Local Taxes

- Is to be supplied to Govern tracts are exempted from levy on other levies of local begulations at times, however, duction of such exemption can be exempted from levy of Towral taxes and duties. Wherever retificate from the Buyer, to avoid
- e Municipality or other local or taxes the same should be part and possible demurrage chart should be forwarded to the Ethe relevant act or bylaws/ body concerned to enable his econcerned bodies if admissible



CONDITIONS

the der is required to give confirmation of their acceptance of Sintioned below which will automatically be considered and with the successful Bidder (i.e. Seller in the Contract) as do so may result in rejection of Bid submitted by the Bidd

- ceipt private O S Performance Guarantee. The Bidder will be required to furthee by way of Bank Guarantee through a public sector bank authorized to conduct government business (ICICI Bank Ltd., Ax Ltd.) for a sum equal to 10% of the contract value within 30 dined order. Performance Bank Guarantee should be valid up to f warranty/ATS. The specimen of PBG is given in Form DPM-decand can be provided on request).
- O act an option Clause. The contract will have an Option Clause, an option to procure an additional 50% of the original ce with the same terms & conditions of the present e within the currency of contract. The Bidder is to confirm inclusion in the contract. It will be entirely the discretion on or not.
- ∞ cost, Clar act laus peat Order Clause. The contract will have a Repeat Ord

 order upto 50% quantity of the items under the pres

 om the date of supply/successful completion of this cont

 remaining the same. The Bidder is to confirm acceptant

 the discretion of the Buyer to place the Repeat order or n
- Seller by the 1 pt ent ds SE **+** duir erance Clause. To take care of any change in the reting from issue of RFP till placement of the contract, Buye /minus increase or decrease the quantity of the required by change in the terms & conditions and prices quoted the contract, the quantity ordered can be increased or decaplerance limit.
- made asible = ment Terms Sellers. It will be mandatory for the Bidders ambers and other relevant epayment details so that payr SS/EFT mechanism instead of payment through cheques, ie model mandate form prescribed by RBI to be subnayments through ECS is at Form DPM-1 I (Available in Notequest). The payment will be made Stage-wise as under
- as the format Terms. The total value of the project is divided in the format for commercial bids viz finallization of scope, delives, delivery of final software, final ATP and one month of extensive uyer. Payment will be released in instalments as follows:

 20% of the software development cost at the acceptance of the software development cost at the acceptance can be software development cost at the acceptance. 7
 - nalize
- ∞
- 20% 30% 10%
- at development phase. 20% of the software development cost at the acceptance 30% of the software development cost after the final ATP 10% of the software development cost after one month

- payment(s) will
- Authority along with the bill. gent bill / Seller's bill.
- nump ntract with U.O. nu delegation of powers. ontract
- Ce with supported with / challan, Customs duty EPF/ESIC contribution er levies to e duty t for E
- pplicable duty, if duty / Customs xcise
- any.
- ce, it a ificate.
- date g atir ee / Indemnity bond where applicable SFA's sanction, U.O. number and d nder delegation of powers, indicat powers, s sanction, delegation
 - ше payment viz Account holder's n scount type, Account number, IFSC orated in supply order/contract). ertificate that may be provided for i holder's n hor IFS

- placed contri part
- Seller ng the f state the Ö stores as) É ncludir the placed nent +-tmer the ___. nisation)epar over sells stores supplied under the corvest prices at which the Seller scription to any persons/Organishe Central government or any Edertaking the central or state gill performance of all supply Orscompleted. the col
- sells lower any such anc Statutor price price Buyer notif any sale Of thwith said period the Seller reduces the hy person/organisation including the partment of the State Government e Government as the case may be let the contract, the shall forthy to the Director general of Supplies act for the stores of such reduction spondingly reduced. The above

- the their npletioí contr pts, including private parties nnde par <u>S</u> previou conc date Depts as by the authorist as also under as also under State Govt.

 Companies and of goods at lower price of ent of the order of goods kare contracts as with the Central or sexcluding joint sector contracts. (iv) Sale of goods a sale/placement of the existing or previous Rentered into with the
 - stores state the than as , [] alon היישר ווכניים of the Central or state Government as e of bill/the date of completion of supplies against al e currency of the Rate Contract at price lower than ment under the contract except for quantity of stores (a),(b) and (c) of sub-Paragraph (ii) ahour (a) against description identic uthority t -"We suck tract and of description and rganisation the Paying Rate contra inder the contraction any person/orgard any person/orgard Government or any sing of the Central or a date of completion of the Rate Contraction of the he following certificate to the upplies made against the Ran In sale price of the stores of enment under the contract h by me/us to to Central Go V Undertaking ate of bill/the do he Seller shall furnish the followir h bill for payment for supplies me has been no reduction in sale pes supplied to the Government ut been offered/sold by me/us t with each bin.
 that there has been.
 the stores supplied to thichave not been offered/sold by purchaser or any department of Ce Government or any Statutory Undathe case may be up to the date of I supply orders placed during the cuthe price charged to the government of the price charged to the government of supply orders placed during the cuthe price charged to the government of the price charged to the stores or any install or times specified in the contract respect of the stores or any install seller 45 days to cure the breach, recover liquidated damages as a contract as cancelled either wholly of the specifications / parameters protests to be done in the BUYER's contract as cancelled either wholly of to the extent of such default.

 (c) In case of a material breac BUYER shall, having given the righ purchase, manufacture, or procure stores of the same or similar description of the extent of such default.

 (ii) Such default.

 (iii) In the event of the contract of the same or similar description of the store of the same or similar description.

- granting the the right nade declare <u>S</u> after ce to ce to deliver Q act, nt thereof not be deliveredents, or if defective de hereof, the Buyer shall the liberty, without prejudictly for breach of contracts extent of such default. y installment fract documerstallment the sach, be at lills a remedy bolly or to the e breach, sasar
- without .oof wholly With in accordance ng the check p liberty, v contract contri at the uring y installment thereof not personal provided by the SELLER R's country, the BUYER shall for breach of contract, to contract
- the at within rial breach that was not remedied win the right of first refusal to the SELLE procure from any other source as har description to make good:

 - balan he contract being wholly determir delivered there under
- alue the S (d) Any excess of the purchase price, cost of manufacturer stores procured from any other supplier as the case may be, over appropriate to such default or balance shall be recoverable from trecoveries shall not exceed 10% of the value of the contract."
 Force Majeure clause.
 (a) Neither party shall bear responsibility for the complete performance of any of its obligations (except for failure to pay hasbecome due on account of receipt of goods under the provisite. =

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and the second second management and the second second second second second second second second second second