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- time stipulated for the is extended correspondiand their consequences. ract resent contr circumstanc circum the pr these (
- t becomes impossible to meet oblive conditions, is to notify in written for of the above circumstances immays from the moment of their begin cessation of (Ten) days Force Majeure g and cessation
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- ase and Final release ald be required to provide buyer. The details in otract. The item should having d Accepta standard and at Appendix Ila ber The intract. The intract. The intract. provide the tartion by Buy release V the AT contract), if the non-perf Flood, Fire, Earth Quak blockade, Acts or Action the parties control that hat he parties control that he parties control that he per time of action of these of time of action of these of of the beginning and cecase not later than 10 (T case not later than 6 (six) moof of commencement to party of the irreling to release to the software for in Seller's conclusion of the period of shall correspond to the technic same software for in Seller's conclusion within 10 days of release reserves the right to modify the his premises for acceptance a coordinated during the negotic manufacture, conforming to the premise of delivery. The form

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- <u>e</u> (a) Franking Clause in the case of Acceptance of Goods goods have been inspected after the delivery period and passed Officer will not have the effect of keeping the contract alive. The passed without prejudice to the rights of the Buyer under the ben passed without prejudice to the rights of the divery period and rejected Officer will not bind the Buyer in any manner. The goods are bein prejudice to the rights of the Buyer in any manner. The goods are bein prejudice to the rights of the Buyer in any manner. The goods are bein prejudice to the rights of the Buyer in any manner. The goods are bein prejudice to the rights of the Buyer in any manner. The goods are bein prejudice to the rights of the Buyer in any manner. The goods are bein prejudice to the rights of the Buyer in any manner.
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 (b) The quantity claims for defects or deficiencies in quantity of the quantity does not correspond to the stores, where quality does no quality mentioned in the contract.
 (c) The quantity claims for defects or deficiencies in quantity bein or for Seller as submitted to the Seller as per Form DPM-22 (Available in MoD vigiven on request).
 (c) The quality claims for defects or deficiencies in quantity defines shall be presented for defects or deficiencies in quantity claims shall be presented for defects or deficiencies in quantity defines shall be presented for defects or deficiencies in quantity claims shall be presented for defects or deficiencies in quantity claims shall be enclosed to the presented of the claims (d) The description and quantity of the stores are to be furn decounted shall be enclosed to the presented of the claim shall claims within 45 days from the date of the receipt of the receipt of the claims within 45 days from the date of the receipt of the decined by the Seller or payment of claim amount demand draft drawn on an Indian Bank, in favour of Principanys Seal and Date.
 (g) The quali
- <u>C</u>

- and pac anty. The vendor will provide free maintenance and shall be successful negotiation of maintenance support ie CUSTOMER representative and the vendor. Trance certificate would be deemed to be the date ince. The support during warranty period will include:
- a) Analysis and bug fixing when notified.
- Enhancement/modification,
- c) Provisioning patches.
- wailability within reasonany problem.
- application itions during Warranty.
- Any failure in the Software or a module thereof should num period of 48 hours of lodging complaint.
- If the software is down beyond 48 hours, penalty at the software only) per day will be charged or recoverntee held toward warranty/ATS at the time of billing.
- ellectual Proprietary Rights. The vendor will be required to give proposed development and customisation would in no manner all Proprietary Rights (IPR) of any software and that the Incisionsible towards any legal fallout at a later stage. The customing subsequent versions would become a proprietary it is final acceptance of the software after testing. Indian army resany number of copies for distribution, modify code / use the committee of the documentation, and training mainly which will be used by the vendor during the training phase

85. System Maintenance.

- Reliability Guarantee. The vendor would maintain a 24-ho all working days once any fault is intimated. If the user discove cepted software that prevents the user from performing in accommentation provided by the vendor, the user shall notify the ould provide analysis of the error as well as carry out sample rundules. The vendor would also provide an updated version of the accompantity as the original versions and shall be accompancementation, both hard copies as well as on line.
- Renewal Option. The vendor will ensure maintainability of seven years after the free warranty period of twelve right Maintenance contract / Warranty or provide/develop re is to be given to the user on terms and conditions to be



- be negotiated at the time of sommercial terms for the ATS terms will however be fixy clauses, bug fixing and Decision of Project Advisory 20 rie vendor Sonclusion of t warranty clauses, 3 ATS. Decision of r the first seven years after the first seven years shall be sometimed their AT rolal offer for consideration. The warranty period. All the warranth his case.
- War %0 Bank Guarantee for ATS. A Bank Guarantee equalue of the ATS period will cover the entire ATS as perfork guarantee will be renewed every year and will be valuaths commencing at the commencement of the ATS ever
 - If the **CUSTOMER** decides the the free warranty period, the te authority one month prior to e to do so Performance Bank Commencement of ATS. If anter into ATS upon expiry of the signed with the appropriate a farranty period. In case of failure to the vendor will be encashed.
- Cid The ATS will be renewed every year (at the option of the user. If the **CU**senew the ATS on expiry of the previed ATS will be signed with the appropriate previous year's ATS. In case of sars ATS, submitted by the vendor will Renewal of ATS. The ATS vom its commencement at the optivation to renew the greement for the renewed ATS wouth prior to the expiry of the previous years ATS, so the for previous years ATS, so
- Vendor who deve age to facilitate pl PAC Clause
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PART V - EVALUATION CRITERIA & PRICE BID ISSUES

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- x, etc in unambiguous terms, otherwise their of an rates of duties and taxes for the purpose of color of Customs duty / Excise Duty / VAT is intended of Customs duty / Excise Duty / VAT is intended of Customs duty / Excise Duty / VAT is intended of the but will be entrained after the opening of the duties will be entrained after the opening of the aprice inclusive of any duty and does not conditioned in firm and final, he should clearly indicated not excise duty included in the price. Failure to confers summarily. If a Bidder is exempted xcise Duty / VAT duty upto any value of supplied that no excise duty will be charged by them they may have. If any concession is available that may have. If any concession is available that was presently not applicable but inness leviable later on, will not be accepted unlessly a Bidder that excise duty will not be charged pplicable later on. In respect of the Bidders who their quoted prices shall be loaded with the cormally applicable on the item in question for prices with other Bidders. The same logic applied. logic <u>-</u> nt, their quoted normally applic r prices with other Juty Juty Just leviable applicable let the street reserve norm such offers sur ity /Excise Duty / rly state that no nt of such duties of a quote a price so included is fill antum of excise hich they most of Customs if it becomes stated by a E mbursement of ed prices, the lation it will be procount of such count of such counts to quote a duty so include Bidders ice Tax, (ervice Tax, maximum quantum of such juirement, <u>ike</u> their omes ing continuty in wh antum also nich ed if Ser. arly bec duty a duty a ignorii custo custo should exemple same this re duty a duty a duty a duty a duty a
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- hy demonstrated ant of customized a should have eitheth similar requirements have preferably cts of development classification bidder preferably should be project in use with s bidder should had a property bid training. The bid past or have a property of the property of the property of the past or have a past or bidder of Vari The bic ledge of v eb based et in the pi

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 (h) Bidder's development & quality – process must confirm to r ISO 9000 (accredited by relevant agencies with proofs technical bid). Proof of the same to be submitted along with the technical bid). Proof of the same to be submitted along with the technical bid. Proof of the same to be submitted only for 20 copies of Balance Sheet, and Profit & Loss Account of FY 2012and 2012-2013 (may be audited or unaudited only for 20 cendosed with the Technical bid. Proof of the same to be submitted bid. Proof of the same to be submitted along with the technical bid.

 (i) The average annual turnover of the consortium should be during the last three financial years in IT related operations, a audited accounts. The prime bidder alone should have had a turnover of ₹ 70.0 Lacs during the last three financial bid.

 (k) The parent company of any subsidiary company, qualification on the technical strength of its parent, would have undertaking that its technical capabilities/resources would be subsidiary company as and when required.

 (ii) Applicants shall not be under a declaration of intelligibil fraudulent practices issued by the Government of India ("Gol") government of any other information shared ot for 2 subm
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- See to give a available <u>S</u> Jich лаvе
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Appendix (Refers to pa NO 1 CTTB/

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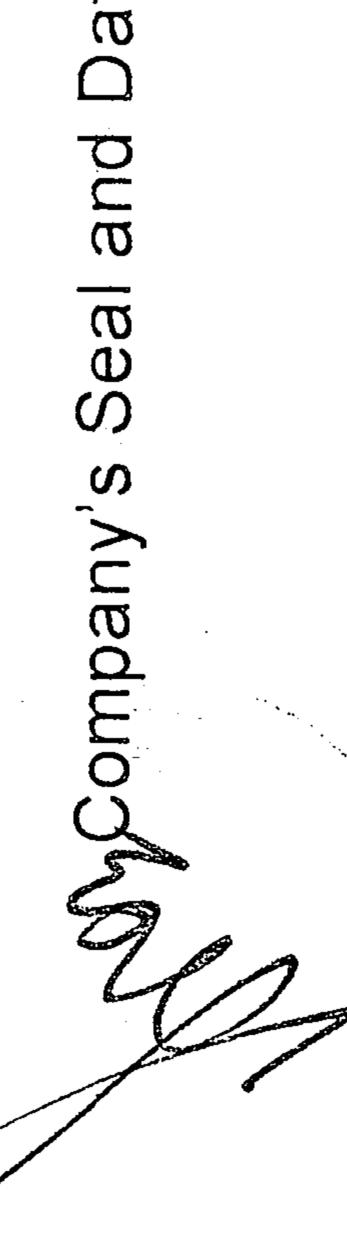
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Appendix C

(Refers to paragraph 8(f) of RFP No PC NO 1 CTTB/EL/IT(SW)/2014-15/ dt Nov 1

CONFIDENTIALITY CERTIFICAT

ny, its employees or any rewill not disclose any information interacting with the persons chian Army or through any downents received by them or any or company or institution or particular the company or institution or particular than the company or institution or institution or the company or institution or institution or institution or the company or institution is certified that the Company, its or agents authorized by them will necessives or agents, while interact any unit/branches of the Indian An with the project or any documents etly or indirectly to any person or co

Company Seal
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Appendix E

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(Refers to paragraph **16** of RFP No PC-U

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Company Seal

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Appendix F

(Refers to paragraph 28(c) of RFP No PC-004/ NO 1 CTTB/EL/IT(SW)/2014-15/ dt Nov 14)

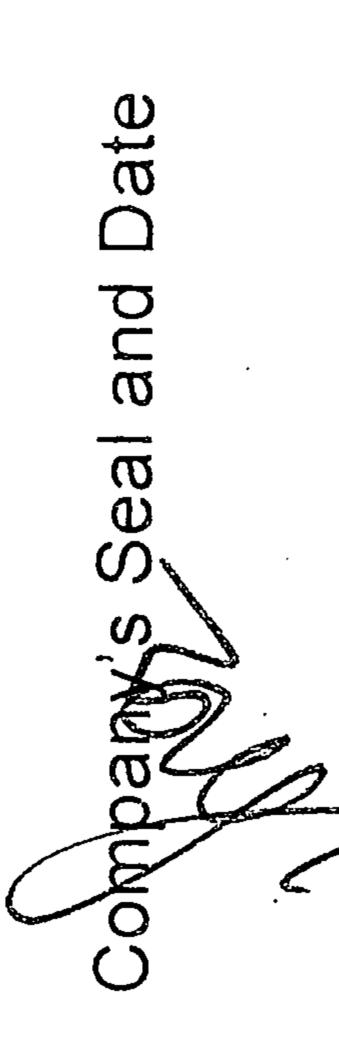
PROJECT DELIVERABLES

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(a)	Upgraded Eklavya Software on DVD		0
(Q)	Source Code and executable files on DVD	1	0
(C)	System study and finalized scope document	;	5
(d)	Joint test procedure document for ATP	•	
(e)	Training film on installation of software	3	5
(f)	Printed copy of Installation and User Manual	ļ	0
<u>(g</u>	Application training of the software		

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l, hereby declicarried out for upgradation of Eklavya software IPR, and that Indian Army shall not be held context. I also understand that all software, docfor upgradation of Eklavya software at 1 STC Indian Army after final acceptance by the HQ prepare any number of copies of upgradation or and freely use/ reproduce/ modify source code is documentation, and training material connected STC.	authorised signatory for M/s are that development and customization at 1 STC shall not constitute a violation of responsible for legal fallout, if any in this cumentation and support material produced shall become the exclusive property of the 1 STC. Indian Army reserves the right to fallavya software at 1 STC for distribution, in any other project. The same applies to all ed to upgradation of Eklavya software at 1
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Appendix H

(Refers to paragraph 33 of RFP No PC-004/ NO 1 CTTB/EL/IT(SW)/2014-15/ dt Nov 14

ROAD OUTLINE OF SUPPORT DURING WARRANTY

- (b) Will brovide
- Telephonic support for entire warranty period

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with the written consent of t	the Buyer/ Seller, other party, the contract or any provisic
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Annexure to Appendix K

(Refers to paragraph 11 of Appendix K. RFP No PC-004/NO 1 CTTB/EL/IT(SW.) 2014-15/ dt Nov 14)

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CERTIFICATE ON SUCCESSFUL COMPLETION O ACEEPTANCE TEST PROCEDURE (ATP)

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