

भारत सरकार, रक्षा मंत्रालय  
रक्षा अनुसंधान तथा विकास संगठन  
गैस टरबाइन अनुसंधान स्थापन  
सी.वी.रामन नगर  
पत्र पेटी सं. 9302, बेंगलूरु - 560093



Government of India, Ministry of Defence  
Defence Research & Development Organization

**GAS TURBINE RESEARCH ESTABLISHMENT**

C.V. Raman Nagar  
Post Box No. 9302, Bengaluru - 560 093

संदर्भ सं. Ref No:

GTRE/25ATT006/CMS-II



दिनांक Date : 21st May 2024

Invitation for Online bids for “**Services for Development of Add-on Modules for Web based Manufacturing process control, configuration Control and Reporting Software.**”

Tender / Request for Proposal (RFP) Reference No. **GTRE/25ATT006/CMS-II**

To,

M/s.

1. Online bids are invited for supply of items listed in Part V of this RFP as per **Two Bid System**. The offline bids (both Techno-commercial & Price bid) should be submitted by the bidder before the due date and time.
2. The address and contact numbers for sending documents (viz. EMD(Bid Security), Earnest Money for Integrity Pact and signed integrity pact document (if applicable) / Technical brochure if any) other than techno-commercial and financial bids being submitted through online mode or seeking clarifications regarding this RFP are given below:
  - a) Queries to be addressed to: Director, GTRE
  - b) Postal address for sending the EMD/Tender fee: P.B. No. 9302, C.V. Raman Nagar, B'lore - 93
  - c) Name & designation of the contact Officer: Shri Deepak H M, SSO-II
  - d) Telephone number(s) of the contact Officer: 080-25040272/268
  - e) Fax number(s): 080-25241507
  - f) E-mail ID of contact Officer: [mmgppc.gtre@gov.in](mailto:mmgppc.gtre@gov.in)
3. This RFP is divided into VI parts as follows:
  - i) **Part I** contains **General Information and Instructions for the Bidders** about the RFP such as date & time for offline submission of tender, opening of tender, validity period of bids etc.
  - ii) **Part II** contains **Standard Terms and Conditions of RFP**, which will form part of the Contract/ Supply Order (herein after referred as the Contract) with the successful Bidder(s).
  - iii) **Part III** contains **Special Terms and Conditions** applicable to this RFP and which will also form part of the Contract with the successful Bidder(s).
  - iv) **Part IV** Contains **Vendor Qualification Criteria**.

- v) **Part V** contains **Details of the Store(s)/Service(s) Required** e.g. Technical Specifications, Delivery Period, Mode of Delivery, Consignee details etc.
- vi) **Part VI** contains **Format of Price Bid**. Price bid needs to be filled in provided format and submitted as per supplied format only.
4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof or foreclose the procurement case at any stage. The Buyer also reserves the right to disqualify any vendor, should it be necessary, at any stage on grounds of National Security.
5. You may contact The Director Gas Turbine Research Establishment, Bangalore for any grievance related to bidding condition, bidding process and/or rejection of bid. With regard to bidding condition, this shall be done in writing at least seven days in advance of the stipulated date of submission of bid.

Yours sincerely,



For Director  
For & on behalf of President of India

## **Part I—General Information and Instructions**

**1 Pre-bid Conference:** N/A

**2. Last Date and Time for submission of the Bids:** On 11<sup>th</sup> Jun 2024 upto 1300 Hrs. The online Bids (both Techno-Commercial and Price bid, in case of two bids system) should be submitted by the due date and time. The responsibility to ensure this lies with the Bidder.

**3. Location of the Tender Box:** Online submission only.

**4. Manner of Depositing the Bids:** Online submission through defproc portal.

**5. Time and Date for Opening of Bids:** Bids will be opened on 12<sup>th</sup> Jun 2024 at 1300 Hrs. If due to any exigency, the due date for opening of the bids is declared a closed holiday, the bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer.

**6. Place of Opening of the Bids:** Bids will be opened online.

**7. Procedure for Submission of Bid:**

**Two Bid System:** As per standard online e-procurement procedure system.

**Marking of Bids:** Bids must be clearly marked with Tender Reference No., Date of opening and Type of bid (Techno-commercial / Price bid).

**8. Forwarding of Bids:** Bids should be submitted by Bidders through online only, under the firm's memo / letter pad inter alia furnishing details like GSTIN number, Bank address, ECS, PAN Card, Cheque slip with NEFT Account if applicable, etc. and complete postal and email address of firm's office failing which the bid would not be considered.

**9. 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 at least 07 (Seven) days prior to the date of opening of the Bids. Copies of the query and clarifications by the purchaser will be sent to all prospective bidders who received the bidding document from the lab.

**10. Indian firms need to quote only in Indian Rupees.** Bidders must submit Quotation pertaining to themselves only.

**11. Validity of Bids:** The Bids should remain valid for 180 days from the last date of submission of Bids.

**12. Modification and Withdrawal of Bids:** A bidder may re-submit or withdraw their bids prior to deadline prescribed for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the specified period of bid validity.

### 13. Earnest Money Deposit (Bid Security):

Bidders are required to submit Earnest Money Deposit (EMD), in favour of The Director Gas Turbine Research Establishment, Bangalore in the currency of their quote for amount of **₹1,25,000/-** or equivalent along with their bids. The copy of EMD shall be uploaded along with Techno-commercial bid and the hardcopy of the same should reach this Establishment by post with clearly mentioned "Tender Ref. No. & Date" on the envelop, not later than 10 days from the date of opening of the techno-commercial bids, otherwise, your quotation may be treated as rejected. The EMD may be submitted by Indigenous bidder in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee.

**EMD is not required to be submitted by those Bidders who are registered with National Small Industries Corporation (NSIC), MSME, 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**

14. **Clarification Regarding Contents of the Bids:** During evaluation of the bids, the Buyer may, at his discretion, ask the bidders for clarification(s) on the Bid(s). The request for clarification will be given in writing. No clarification on the initiative of the bidder will be entertained after opening of bid.
15. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post- tender correction may invoke summary rejection with forfeiture of EMD. Conditional bids will be rejected. Non-compliance of applicable General Information will disqualify the Bid.
16. **Unwillingness to Quote:** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be de-registered for the range of items in this RFP, as per the policy in vogue.
17. Bids of debarred/blacklisted firms will not be considered for evaluation.
18. **Price Bid to be uploaded in cover 2 as per BoQ attached.**
19. **The Director, GTRE / The Government reserves the right to cancel the procurement process at any stage and accept or reject any bid, fully or partially, without assigning any reason.**

## **Part II – Standard Terms and Conditions of RFP**

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.

1. **Effective Date of the Contract:** In case of placement of a supply order, the date of acceptance of the Supply Order would be deemed as effective date or as agreed by both the parties. The firm should check the supply order and convey acceptance of the same within seven days of its receipt. If such an acceptance or communication conveying firm's objection to certain parts of the supply order is not received within the stipulated period, the supply order will be deemed to have been fully accepted by the firm. In case a contract is to be signed by both the parties, the Contract shall come into effect on the date of signatures of both the parties on the Contract (Effective Date) or as agreed during negotiations. The performance of the Contract shall commence from the Effective Date of the Contract/Supply Order.
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 any one of the following provisions:

**Option 3(a): For Defence PSUs:** The case of arbitration shall be referred to the Secretary Defence (R&D) for the appointment of arbitrator(s) and proceedings.

**Option 3(b) : For Central Public Sector Enterprises (CPSEs):** In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) and DRDO, such disputes of difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRC) as per provisions of Department of Public Enterprises OM No. 4(1)/2013-DPE (GM)/FTS-1835 dated 22-05-2018.

**Option 3(c): Other Bidder may opt anyone of the following option:**

The case of arbitration may be referred to respective CFA or a person appointed by him who will be sole arbitrator and the proceedings shall be conducted in accordance with procedure of Indian Arbitration and Conciliation Act, 1996.

OR

The case of arbitration may be referred to International Centre for Alternative Dispute Resolution (ICADR) for the appointment of arbitrator and proceedings shall be conducted in accordance with procedure of Indian Arbitration and Conciliation Act, 1996.

OR



The case of arbitration may be conducted in accordance with the rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules in India. However, the arbitration proceedings shall be conducted in India under Indian Arbitration and Conciliation Act, -1996.

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 undue influence and/or employment of agent to obtain the Contract, the Bidder/Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information/Books of Accounts.

7. **Non-disclosure of Contract Documents:** Except with the written consent of the Buyer/Seller, other party shall not disclose the Contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. **Handling of Classified Information by Indian Licensed Defence Industry:** Any classified document/information/equipment being shared with Indian Licensed Defence Industries will be protected/handled to prevent unauthorized access as per provisions of chapter 5 of security manual for Indian Licensed Defence Industries

9. **Withholding of Payment:** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc. as specified in the Contract, the Buyer may, at his discretion, withhold any payment until the completion of the Contract.

10. **Liquidated Damages (LD):** The Buyer may deduct from the Seller, as agreed, liquidated damages at the rate of 0.5% per week/part thereof, of the basic cost of the delayed stores which the seller has failed to deliver within the period agreed for delivery in the contract. LD can also be levied on the seller on the basic cost of the stores supplied partially within the scope of the order/ contract that could not be put to use due to late delivery of the remaining stores. The maximum quantum of LD would be 10% of the total order value.

11. **Termination of Contract:** The Buyer shall have the right to terminate the Contract in part or in full in any of the following cases:-

a The store/service is not received/rendered as per the contracted schedule(s) and the same has not been extended by the Buyer.

OR

The delivery of the store/service is delayed for causes not attributable to Force Majeure for more than < 03 > months after the scheduled date of delivery and the delivery period has not been extended by the Buyer.

- b The delivery of store/service is delayed due to causes of Force Majeure by more than 06 months provided Force Majeure clause is included in the contract and the delivery period has not been extended by the Buyer.
  - c The Seller is declared bankrupt or becomes insolvent.
  - d The Buyer has noticed that the Seller has violated the provisions of Use of Undue Influence and/or Employment of Agent to obtain the Contract.
  - e As per decision of the Arbitration Tribunal.
12. **Notices:** Any notice required or permitted by the Contract shall be written in English language and may be delivered personally or may be sent by FAX/email or registered pre-paid mail/ airmail, addressed to the last known address of the party to whom it is sent.
13. **Transfer and Sub-letting:** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the Contract or any part thereof without written consent of the Buyer.
14. **Use of Patents and other Industrial Property Rights:** The prices stated in the Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other Industrial Property Rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies or any or all the rights mentioned above.
15. **Amendments:** No provision of the Contract/SO shall be changed or modified in any way (including this provision) either in whole or in part except when both the parties are in written agreement for amending the Contract/SO.
16. **Taxes and Duties**
- i **In respect of Indigenous Bidders**
    - A. **General**
      - a) Bidders must indicate separately the relevant taxes / duties as per prevalent rates for the delivery of completed goods specified in RFP. If a bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by them upto the limit of exemption which they may have. If any concession is available in regard to rate/quantum of any duty/tax, it should be brought out clearly. In such cases, relevant certificate will be issued by the buyer later to enable the seller to obtain exemption from taxation authorities.
      - b) Any changes in statutory levies, taxes and duties levied by central/state/local governments such as GST/Octroi/entry tax, etc on final product upward as a result of any statutory variation taking place within contract period shall be allowed reimbursement by



the Buyer, to the extent of actual quantum of such duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. If any, obtained by the seller. Section 64-A of sales of Goods Act will be relevant in this situation.

c) Levies, taxes and duties levied by Central/State/Local governments such as GST/Octroi/entry tax, etc on final product will be paid by the Buyer on actual, based on relevant documentary evidence, wherever applicable. Taxes and duties on input items will not be paid by Buyer and they may not be indicated separately in the bids. Bidders are required to include the same in the pricing of their product.

d TDS as per Income Tax Rules will be deducted and a certificate to that effect will be issued by the Buyer/ Buyer's paying authority.

**B. Customs Duty : N.A.**

**C. GST:** Bidders are required to indicate % of GST applicable for each item/services.

**D. Octroi Duty & Local Taxes:**

- Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of Town Duty, octroi duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such exemption only on production of such exemption certificate from any authorized officer. Seller should ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty, octroi duty, Terminal Tax or other local taxes and duties. Wherever required, firm should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.
- In case where the Municipality or other local body insists upon payment of these duties or taxes, the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges. After the issue of exemption certificate by the Buyer, the Seller may get the reimbursement from the local authority. In case of any difficulty, the receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or by-laws/notifications of the Municipality of the local body concerned to enable this office to take up the case for refund with the concerned bodies if admissible under the said acts or rules.

**17. 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.

**18. Pre-Integrity Pact Clause:** N/A

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

20. **Purchase Preference Policy:** N/A

21. **Liability Clause:**

a. Any damage caused to the property or suffered by the personnel of Buyer during the execution of Contract shall remain the liability of the Buyer. Such liability shall be fixed on Seller in case of grossly negligent act or omission on the part of Seller.

b. This provision is limited to the relations between the Parties. It is without prejudice to the rights and actions to which the victims of damage, or any Social Security Organizations could prevail themselves legally.

c. Either party would provide reasonable assistance to resolve the claim of other Party to mitigate loss or damage.

d. Neither, the Seller shall be liable to the Buyer, nor shall the Buyer be liable to the Seller for any immaterial, punitive, indirect, special, incidental, or consequential loss or damage. This will hold good irrespective of whether such liability is based or claimed to be based on any breach of a Party's obligation under the Contract, or any negligent act or omission of a Party, its employees, servants, appointed representatives, sub-contractor or professional consultants, or such liability arises otherwise out of or in connection with the Contract.

e. The Buyer shall not be liable for any compensation in any manner to the Seller for whatsoever reason.

f. The Seller shall be liable to the Buyer for any compensation in any manner for whatsoever reasons for a sum not exceeding value of the Contract.

22. **Risk and Expense Purchase:**

In case Seller fails to honor the contractual obligations within the stipulated delivery period and as amended, Buyer may procure the said contracted goods/services through a fresh supply order /contract and the defaulting Seller has to bear the excess cost incurred, if any.

23. ~~INCOTERMS for Delivery and Transportation (for Foreign Bidders only):~~

~~Unless otherwise specifically agreed to by the Buyer and the Seller and incorporated in the Contract, the applicable rules and regulations for transportation of goods from foreign countries will be as per the contemporary version of International Commercial Terms (INCOTERM 2010) evolved by International Chamber of Commerce, Paris.~~

24. **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 actuals.

**Total cost for Indian Bidders:**

- i All the cost of the deliverables (F.O.R. 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. Custom Duty on input materials will not be loaded in their total cost, if such duties are exempted under existing notifications.
- ii If there is any discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected accordingly.
- iii If there is any discrepancy between words and figures, the amount in words will prevail for calculation of price.
- iv The best acceptable bid will be considered further for placement of the contract after price negotiation as decided by the buyer.

### **Part III –Special Terms and Conditions**

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

1. **Apportionment of Quantity:** N.A

2. **Performance Security and Warranty Bond:**

**Indigenous Bidder:** The Seller may be required to furnish a Performance security cum warranty bond by way of Bank Guarantee / DD /FDR in favour of The Director, GTRE, Bengaluru, for a sum equal to 5% of the total Contract value(including taxes). The BG should be valid upto **60 days beyond the completion of all contractual obligations including warranty period**. The specimen of BG can be provided on request.

The Performance Security and Warranty bond will be forfeited by the Buyer, in case the conditions regarding adherence to delivery schedule and/or other provisions of the contract/SO are not fulfilled by the Seller.

**Foreign Bidder:** N.A.

3. **Option Clause:** N.A.

4. **Repeat Order Clause:** N.A

5. **Tolerance Clause:** N/A

6. **Purchase Preference Clause:** N.A

7. **Transfer of Technology (ToT):** N.A.

8. **Delivery Schedule:** The industry partner shall carry out the activities as mentioned in the scope of work and shall generate the deliverables as per the table below. The entire set of activities shall be completed with a span of 120 days. "T0" shall be the date of placement of Order by GTRE. The milestone – wise delivery schedule is mentioned below :

<b>Milestone</b>	<b>Deliverables</b>	<b>Duration</b>
Milestone 1	ACSN & NCR Management Module	T0 + 30 days
Milestone 2	Forging and Casting Management Module	T0 + 60 days
Milestone 3	SOP and Build Management Module	T0 + 90 days
Milestone 4	Document Management Module	T0 + 120 days



9. **Payment Terms:** Payment will be made through CDA (R&D) within 30 days of completion of each stage as mentioned below :

Stage	Vendor's responsibility	Payment
Stage 1	Completion of Milestone 1 & Milestone 2 activities	50% of the total order value
Stage 2	Completion of Milestone 3 & Milestone 4 activities	Balance payment (50%)

10. **Exchange Rate Variation (ERV) Clause:** N.A.

11. **Force Majeure Clause:**

- i) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations, if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operations, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
- ii) In such circumstances the time stipulated for the performance of an obligation under the Contract is extended correspondingly for the period of time commensurate with actions or circumstances and their consequences.
- iii) The party for which it becomes impossible to meet obligations under the Contract due to Force Majeure conditions, is to notify in written form to the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from their commencement.
- iv) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be considered as sufficient proof of commencement and cessation of the above circumstances.
- v) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the Contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

12. **Export License:** N.A.

13. **Free Issue of Material (FIM):** N/A

14. **Terms of Delivery**

- **For Indigenous Bidder:** The delivery of goods and services shall be on F.O.R. GTRE basis.

15. **Packing and Marking Instructions:** N/A

16. **Inspection Instructions:** N/A

## 17. Franking Clause:

- 1 **In Case of Acceptance of Store(s):** "The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the Contract".
- 2 **In Case of Rejection of Store(s):** "The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract."

## 18. Claims:

- i The quantity claims for deficiency of quantity and/ or the quality claims for defects or deficiencies in quality noticed during the inspection shall be presented within 45 days of completion of inspection.
- ii The Seller shall collect the defective or rejected goods from the location indicated by the Buyer and deliver the repaired or replaced goods at the same location, within mutually agreed period, under Seller's arrangement without any financial implication on the Buyer.

19. **Warranty:** The Industry Partner shall provide free updates / bug fixes on the software for a period of 01 year from the date of last milestone deliverables.

20. **Annual Maintenance Contract (AMC) Clause:** N/A

21. **Price Variation (PV) Clause:** Not acceptable.

22. **Intellectual Property Rights (IPR):** N/A

23. **Independent External Monitors (IEM):** N/A

24. **Evaluation and acceptance Criteria of Bids:** The bid will be considered and selected based on instructions contained in Part I and Part II of the RFP for further evaluation of bids as per sequence given below:

a) **Techno-Commercial Bid Evaluation:** Bids will be evaluated based on vendor qualification requirement as per Part IV of RFP, if applicable, and bids of the qualified bidders will be considered for further evaluation as mentioned in Part V of the RFP.

b) **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 VI of the RFP.

25. **Acceptance criteria:** The software modules and its associated documents submitted shall be reviewed and accepted by GTRE.

**26. Deliverables:**

- i. **Software deliverables** : Software modules along with the source code as per section 4.5 of Scope of work.
- ii. **Service deliverables**: As per section 4 of scope of work.
- iii. **Documents deliverables**: The Industry Partner shall provide the soft copies of all the documents mentioned below :
  - a. Requirement document
  - b. Design document
  - c. User manual
  - d. Test reports

**27. 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 07 days from the completion of the activity/supply (Lab should mention the no. of days and the activity from which the counting will start).

#### **PART IV-Vendor Qualification Criteria**

- 1 Only bidders who qualify as “LOCAL SUPPLIERS (either as class - I or class - II local suppliers)” as per Government of India order No. P-45021/2/2017-PP(BE-II) dated 04 Jun 2020 issued by Govt. of India, Ministry of Commerce and Industry, Department of Promotion of Industry and Internal Trade, New Delhi are eligible to participate in the tender. A certificate for meeting the above criteria to be provided by the vendor along with the technical bid.

- 2 **Restrictions on procurement from a bidder of a country which shares a land border with India:**

Certificate for Restrictions on procurement from a bidder of a country which shares a land border with India vide Government of India, MOF order No. F.No.6/18/2019-PPD, Dated 23rd July, 2020:

“We have read the clause regarding restrictions on Procurement from a bidder of a country which shares a land border with India; we certify that we (Seller Name M/s.....) are not from such a country or, if from such a country, has been registered with the competent authority. We hereby certify that we (Seller Name M/s.....) fulfills all requirements in this regard and are eligible to be considered for Procurement on GeM/Defproc. (Evidence of valid registration by the competent authority shall be attached, if applicable).

**Note:**

- **Bidder has to provide above mentioned clauses on company letter head.**
- **These clauses are mandatory for processing the bid further.**



### **Part V –Essential Details of Items/Services Required**

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

Sl. No.	Description of the items/services Items / Services	Qty. (In Nos.)
1	Services for Development of Add – on modules for Web based Manufacturing process control, configuration control and reporting software	01 job

**2. Technical Details:** As per scope of work attached.

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:

Para of RFP specification s (item-wise)	Specification s 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/ provide catalogue/technical brochure to support the claims of compliance.

4. **Delivery Period:** Expected Delivery Period for supply of items/rendering services would be **120 days** from the date of Contract / Please note that the Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period with/ without LD clause will be at the sole discretion of the Buyer.

**5 Consignee details:**

☐ Name: DIRECTOR

☐ Address: GAS TURBINE RESEARCH ESTABLISHMENT  
Government of India  
Ministry of Defence, R&D Organisation  
P.B. No. 9302, C.V. Raman Nagar,  
Bangalore-560 093, India

☐ **Contact Officer (commercial) : Shri Deepak H M, Sr. Stores Officer-II**

Contact details : +91 80 2504 0272  
FAX : +91 80 2524 1507  
E-mail : [mmgppc.gtre@gov.in](mailto:mmgppc.gtre@gov.in)

☐ **Contact Officer (Technical) : Smt. Lakshmi Vinod, Sc. 'F'**

Contact details : +91 80 2504 0823

**Part VI – Price Bid Format**

- As per BoQ attached

### COMMERCIAL TERMS AND CONDITIONS – GTRE

Firms are requested to indicate their acceptance for under mentioned  
Standard Commercial Terms & Conditions of GTRE.

Quotation No. \_\_\_\_\_ & Date \_\_\_\_\_

Tender No.: GTRE/25ATT006/CMS-II

Terms & Conditions		Confirmation of Vendors to GTRE Terms	Remarks
Currency	INR	Yes/No	
Terms of Delivery	F.O.R GTRE	Yes/No	
Payment Terms	Payment will be made through CDA (R&D) in two stages, within 30 days of completion of each stage. a. Stage 1 – 50% of the total order value upon completion of Milestone 1 & Milestone 2. b. Stage 2 – 50% of the total order value upon completion of Milestone 3 & Milestone 4.	Yes/No	
Inspection and acceptance criteria	As per Scope of Work.	Yes/No	
Delivery Period	Within 120 days from the date of order / contract	Yes/No	
Validity of Quotation	180 days from the date of opening of the tender	Yes/No	
Applicable Taxes	Indicate % of Tax	____ %	
EMD/ Bid Security Declaration	Please refer Sl. No. 13 of Part I(A) of tender documents	Furnished/ Not Furnished	
Performance Security cum warranty Bond	Performance security cum warranty bond in the form of FDR/Bank Guarantee / DD for the amount equal to 05% of the total contract value, valid till completion of supply and warranty period + 60 days extra.	Agreed/ Not Agreed	
Liquidated Damages (LD)	LD @ 0.5% per week/part of the basic cost, subject to maximum of 10% of the total order value for the delayed supply.	Agreed/ Not Agreed	
Warranty	The Industry Partner shall provide free updates / bug fixes on the software for a period of 01 year from the date of last milestone deliverables.	Agreed/ Not Agreed	
Vendor Classification Criteria	Class I or Class II vendor Certificate on company letter head as per Part IV of the tender documents	Class I or Class II	
Land Border Sharing Criteria	As per Sl. No. 2 of Part IV of the tender document	Yes/No	
Ordering Information [Order to be placed on]	(Indicate Name and Address of the firm)		
If any other Point			

