

Online Invitation of Bids

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Government of India  
 Ministry of Defence  
 Defence Research & Development Organisation  
 Instruments Research & Development  
 Establishment  
 Raipur Road, Dehradun – 248 008.

Dated: 14 .10.2024

Tender / Request for Proposal (RFP) Reference No.12901ME2425R168

Invitation of Online Bids for Supply of “Development of Electro-Optical Soldier System (EOSS)” on Open Tender (Two Bid) Bidding Mode.

Due Date: 18/11/2024

Due Time: 1000 Hrs

Opening Date: 19/11/2024

Opening Time: 1000 Hrs

Online Bids are invited for supply of items listed in Part V of this RFP as per ~~Single/~~ **Two Bid System**. The online bid (both techno-commercial and price bid) should be uploaded by the bidder before the due date and time.

- The address and contact numbers for sending documents ( viz. EMD (Bid Security), Tender Fee, Earnest Money for Integrity Pact and signed Integrity Pact document (if applicable) /Technical Brochure if any) other than techno-commercial and financial bid being submitted in electronic mode or seeking clarifications regarding this RFP are given below:

- |   |  |
|---|--|
| a) Queries to be addressed to                 | : <b>The Director,</b>                                 |
| b) Postal address                             | : <b>I.R.D.E., Raipur Road, Dehradun – 248 008.</b>    |
| c) Name & designation of the contact Officer  | : Giriraj Prasad, JD(MM)                               |
| d) Telephone number(s) of the contact Officer | : <b>+91-135-2782368/2784513/2784511</b>               |
| e) Fax number(s)                              | : <b>+91-135-2787128/161</b>                           |
| f) Vendor Grievances Redressal                | : Swati Verma, Scientist 'F', <b>+91-135-2782128</b>   |
| g) e-mail ID of contact officer               | : <a href="mailto:mmg.irde@gov.in">mmg.irde@gov.in</a> |

- This RFP is divided into 06 parts as follows:

- Part I (A)** contains **General Information and Instructions for the Bidders** about the RFP such as the time, online submission and opening of Bidder and uploaded in cover 1.
  - Part II (A)** contains Standard Terms and Conditions of RFP, which will form part of the Contract/Supply order (herein after referred as the Contract) with the successful Bidder(s).
  - Part II (B)** contains instructions for online submission of Bids. The terms and conditions of **Part II (A)** and **Part II (B)** which are to be followed for each RFP issued by DRDO are available under Standard Document on Defproc -Portal and DRDO website ([www.drdo.org](http://www.drdo.org))
  - Part II (C)** contains Restrictions on Public Procurement from certain countries.
  - Part III** contains Special Terms and Conditions applicable to this RFP and which will also form part of the Contract with the successful Bidder(s).
  - Part IV** contains **Vendor Qualification Criteria**.
  - Part V** contains **Details of the store (s)/Service(s) Required** e.g. Technical Specifications, Delivery Period, Mode of Delivery, Consignee details etc.
  - Part VI contains Format of Price Bid. Price bid needs to be filled and uploaded as per Supplied Format only.
- 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 instant procurement 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.
  - You may contact The Director (Lab Name), (Address) 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,

**(AK Dhoundiyal)**

Stores Officer

For Director

For & on behalf of President of India

**Part I(A) – General Information and Instructions**

**1.Pre-bid Conference: (Applicable/~~Not Applicable~~)** A Pre-bid meeting will be held at **1100** hrs on **05/11/2024** at IRDE to answer any queries or to clarify doubts regarding submission of proposals. Bidders or their authorized representatives (duly authorised in writing) are invited to attend. This event will not be postponed due to non-presence of your representative. **(Contact Person: Mr. Rajesh Kumar, Scientist 'F', Contact No.: 01352782498, Email Id: rkinsa.irde@gov.in)**

**2. Last Date and Time for Uploading the Bids:** On **18/11/2024** at **1000 Hrs.** The online Bids (both Techno-Commercial and Price bid, in case of two bids system) should be uploaded by the due date and time. The responsibility to ensure this lies with the Bidder.

**3. Location of the Tender Box:** At IRDE main Gate Office. (for receipt of documents such as EMD (Bid Security), Tender Fee, Earnest Money for Integrity Pact and signed Integrity Pact document (if applicable) / Technical Brochure, catalogues if any, other than techno-commercial and financial bids being submitted in electronic mode).

**4. Manner of Uploading the Online Bids:** Bids (both Techno-Commercial and Price bid, in case of two bids system) is required to be submitted online on portal <https://defproc.gov.in> Bids sent by Post/FAX or e-mail will not be considered.

**5. Time and Date for Opening of Bids: Bids will be opened online** on **19/11/2024** at **1000 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 only.**

**7. Marking of Bids:** Envelope containing documents such as EMC, Tender Fee, Earnest Money for Integrity Pact and signed Integrity Pact document (if applicable) / Technical Brochure, if any, must be clearly marked with tender Reference No. and Date of Opening.

**8. Procedure for Submission of Bid:** Bids would be submitted as per standard online e- procurement procedure for ~~Single Bid~~/Two bid System. The original tender fee, EMD instrument (if applicable), Earnest Money for Integrity Pact and signed Integrity Pact document (if applicable) / Technical Brochure, if any should be sent in an envelope duly marked with tender reference no. and addressed to Director, or before **“Bid submission end date and time”**.

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

**10. Clarification Regarding Contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications 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 and would be posted on the website.

**11. Indian firms need to quote only in Indian Rupees.** Bidders must submit Quotation pertaining to themselves only. An Indian firm can quote in FE on behalf of their OEM only if they are either a 100% subsidiary of the OEM or an Indian Agent of the foreign OEM in accordance with their agency agreement. The firms claiming to be:

- a) A 100% subsidiary would be required to produce documentary evidence in support of their claim along with their Techno-Commercial bid failing which their bid would be disqualified.
- b) An Agent of foreign OEM, for submitting the offer on behalf of OEM, would be required to produce a copy of the Agency Agreement with the principals and a copy of registration/enlistment with DRDO/Ministry of Defence as an Indian Agent, if registered/enlisted, along with the Techno-Commercial bid, failing which the bid would be disqualified. It would be mandatory for an Indian Agent to get registered/ enlisted with DRDO/Ministry of Defence as an Indian Agent of OEM prior to evaluation of their Price bid, failing which their bid also would be disqualified.

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

**13. Modification and Withdrawal of Bids:** If a bidder intent to modify or withdraw his Bid after online submission, it can be done through selection of appropriate option available on the Defproc Portal.

**14. Earnest Money Deposit / Bid Security Declaration:** Bidders are required to upload the scanned copy of Earnest Money Deposit (EMD) instrument, in favour of **The Director, Instruments Research & Development Establishment, Raipur Road, Dehradun – 248 008**, in the currency of their quote for amount of **₹ 51,00,000/-** or equivalent along with their online bids. The EMD may be submitted by Indigenous bidder in the form of Fixed Deposit Receipt or Bank Guarantee only (**Note: If received by any other mean, the bidder will be rejected**). In case of foreign bidder, EMD is to be submitted in the form of appropriate Bank Guarantee from a first class bank

of international repute **in Indian Rupees only**. EMD is to remain valid for a period of forty-five days beyond the final bid validity period i.e 180 days from the opening of Techno-commercial Bid. EMD of the unsuccessful bidders will be returned to them, without any interest whatsoever, at the earliest after expiry of the final bid validity and latest on or before the thirtieth day after the award of the Contract. EMD of the successful bidder would be returned without any interest whatsoever after the receipt of Performance Security Bond from them as called for in the Contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organizations (e.g. DGS&D), National Small Industries Corporation (NSIC), Departments of MoD, other DRDO labs and as per the policy of Government of India in vogue. Such bidders would be required to furnish the relevant documents in their Techno-Commercial bid in support of the claim. The EMD will be forfeited if the Bidder withdraws amends, impairs or derogates from the tender in any respect within the validity period of their tender.

**OR**

Bidders are required to submit a Bid securing declaration accepting that if they withdraw 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 2 years from being eligible to submit bids for contracts with any of the procuring entities of DRDO

**15. 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 of the initiative of the bidder will be entertained after opening of bid.

**16. Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with suspension for a period up to 2 years. Conditional bids will be rejected. Non-compliance of applicable General Information will disqualify the Bid.

**17. 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.

**18.** Bids of debarred/blacklisted firms will not be considered for evolution.

**19. Document to be submitted with techno-commercial Bid:**

- a) Signed and Scanned copy of appropriate valid company registration certificate or partnership deed (if applicable), experience certificate as required, PAN No and Tender Acceptance Letter as per Part I (B).
- b) Signed and scanned copy of previous three years Income-tax/GSTIN/Affidavit of partnership firm. If not applicable kindly upload a pdf document indicating Not Applicable.
- c) Scanned copy of instrument used to provide tender fee and EMD or proof of registration with DRDO/MoD/NSIC etc. or bid security declaration.
- d) Signed and Scanned Copy of the Make and model of all the systems, sub systems and additional items as mentioned in the Techno Commercial Bid.
- e) Signed and Scanned Copy of legal Agency Agreement/100% Subsidiary Certificate/Registration as an Agent (if applicable). If not applicable kindly upload a pdf document indicating Not Applicable.
- f) Scanned Copy of Performa of End user Certificate for Export License (if applicable). If not applicable kindly upload a pdf document indicating Not Applicable.

**Note:** The original technical details such as Brochures, catalogues and write-ups if any should also be sent by post/courier in an envelope, addressed to The Director (I.R.D.E, Raipur Road, Dehradun positively on or before "Bid submission end date".

**20. Price Bid to be uploaded in Cover-2.**

Schedule of price bid in the form of BOQ\_XXX.xls.

**Part I (B) – Tender Acceptance Letter (e-Procurement )**  
**(To be filled by Bidder and uploaded in cover 1)**

**(To be given on Company Letter Head)**

To,

**The Director**  
 IRDE, Raipur Road  
 Dehradun – 248 008

Sub: **Acceptance of Terms & Conditions of Tender.**

Tender Reference No & ID: \_\_\_\_\_

Name of Tender/Work: \_\_\_\_\_

Dear Sir,

1. I/We have downloaded / obtained the tender document(s) for the above mentioned ‘Tender/Work’ from the web site(s) namely: \_\_\_\_\_ as per your advertisement, given in the above mentioned website(s).
2. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc.), (duly filled Compliance table attached) which will form part of the contract agreement and I/we shall abide hereby by the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organizations related to this tender too have also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our firm/company has not been blacklisted/debarred by any Govt. Department/Public Sector undertaking.
6. I / We certify that all information furnished by the our firm/company is true & correct and in the event that the information is found violated, then your department/organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.
7. I /We accept the “Bid Securing Declaration” terms of IRDE, regarding withdraw or modification of bids during the period of validity.

Yours Faithfully,  
 (Signature of the Bidder, with Official Seal)

**Compliance Table**

S.No.	Part of RFP	Compliance of Para/Sub Para of RFP (Yes/No)	Reasons for Compliance/Non-Compliance(if any)	Remark

## **Part II (A) – Standard Terms and Conditions**

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

**1. Effective Date of the contract:** The Contract shall come into effect from the date of LOI/supply order or on the date of signatures of both the parties on the Contract. The performance of the Contract 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 relation 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 (EPSEs):** 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 any one of the following options:** 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 as amended.

OR

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

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 as amended.

**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 the 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 as established at 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 refund all payments made by the Contract along with interstate 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 to 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 performing certain services on their behalf. The Seller is required to disclose full details of any such person, party, firm or institution engaged by them for marketing of their equipment in India, either on a country specific basis or as a part of a global or regional arrangement. These details should include the scope of work and responsibilities that have been entrusted with the said party in India. If there is non-involvement of any such party then the same also be communicated in the offers specifically. The information is to be submitted as per the format at **DRDO.SA.01**. Without prejudice to the obligations of the vendor as contained in various parts of this document, appointment of an Agent by vendors will be subjected to the following conditions:

- a) Details of all Agents will be disclosed at the time of submission of offers and within two weeks of engagement of an Agent at any subsequent stage of procurement.
- b) The Seller is required to disclose termination of the agreement with the Agent, within two weeks of the agreement having been terminated.
- c) Buyer / MoD reserves the right to inform the Seller at any stage that the Agent so engaged is not acceptable whereupon it would be incumbent on the Seller either to interact with Buyer / MoD directly or engage another Agent. The decision of Buyer / MoD on rejection of the Agent shall be final and be effective immediately.
- d) All payments made to the Agent 12 months prior to tender submission would be disclosed at the time of tender submission and thereafter an annual report of payments would be submitted during the procurement process or upon demand of the Buyer / MoD.
- e) The Agent will not be engaged to manipulate or in any way to recommend to any functionaries of the Govt of India, whether officially or unofficially, the award of the contract to the Seller or to indulge in corrupt and unethical practices.
- f) The contract with the Agent will not be a conditional contract wherein payment made or penalty levied is based, directly or indirectly, on success or failure of the award of the contract.
- g) On demand, the Seller shall provide necessary information/inspection of the relevant financial documents/information, including a copy of the contract(s) and details of payment terms between the Seller and the Agent engaged by him.
- h) If the equipment being offered by the Seller has been supplied /contracted with any organisation, public/private in India, the details of the same may be furnished in the technical as well as commercial offers. The Sellers are required to give a written undertaking that they have not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid to any other Ministry/Department of the Government of India and if the similar system has been supplied at a lower price, then the details regarding the cost, time of supply and quantities be included as part of the commercial offer. In case of non-disclosure, if it is found at any stage that the similar system or subsystem was supplied by the Seller to any other Ministry/Department of the Government of India at a lower price, then that very price, will be applicable to the present case and with due allowance for elapsed time, the difference in the cost would be refunded to the Buyer, if the contract has already been concluded.

In such case, following details are to be submitted in the Techno-Commercial bid:

- i) Name of the Agent
- ii) Agency Agreement between the seller and the Agent giving details of their contractual obligation
- iii) PAN Number, name and address of bankers in India and abroad in respect of Indian Agent
- iv) The nature of services to be rendered by the Agent and
- v) 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 document /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 issued by MoD (Department of Defence Production).

**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:** The Buyer may deduct from the Seller, as agreed, liquidated damages at the rate of 0.25% per week/part thereof, of basic cost (excluding taxes and duties on final product) of the delayed stores which the seller has failed to deliver within the period agreed for delivery I the contract subject to maximum of 10% of the total order value (excluding taxes and duties on final product). In cases where partial delivery does not help in achieving the objective of the contract, LD shall also be levied on the total cost (excluding taxes and duties on final product) of the ordered quantity delivered by the vendor. This will also include the store(s) supplied within the delivery period.

**11. Termination of Contract:** The Buyer shall have the right to terminate the Contract I part or 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 month 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 Para 4 (Use of Undue Influence) and /or Para 5 (Employment of Agent) above 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 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 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.

#### **16. Taxes and Duties**

A. **In respect of Foreign Bidders:** All taxes, duties, levies and charges which are to be paid for the delivery of stores/services, including advance samples, shall be paid by the parties under the Contract in their respective countries. However, the corporate/individual income tax, if applicable, will continue to be paid by the concerned party/individual.

B. **In respect of Indigenous Bidders**

i) **General**

- a) If the quoted prices exclude GST/Local Tax or any other Statutory Duties/Taxes, the same must be specifically stated with applicable rates. In the absence of same, it will be presumed that the prices include all such charges and no claim for the same will be entertained.
- b) If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted

are firm and final and no claim on account of such duty/tax will be entertained after the opening of tenders.

- c) If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm that duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring any request for change of duty/tax at a later date due to any reason whatsoever.
- d) Any addition to duty/tax and change in any duty/tax upward/downward as a result of any statutory variation in duty/tax taking place within contract terms shall be allowed to the extent of actual quantum of such variation of duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc., if any, obtained by the Seller.
- e) 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.

ii) **Customs Duty: Custom duty exemption Certificate will not be issued by the Buyer for components/ raw material imported by the Bidder. Bidder shall quote amount inclusive of Custom Duty as applicable.**

iii) **GST**

- a) DRDO is a public funded research institution and has been given provision of concessional GST payment, under Notification No. 47/2017- Integrated Tax (Rate) dated 14 Nov 2017 & Notification No. 45/2017-Central Tax (Rate) dated 14 Nov 2017 as amended as per the description of stores and conditions thereon.
- b) The successful bidder would be issued Concessional GST Certificate, if applicable, by the Buyer under the said notification as decided during tender negotiation and to be issued to firm/Vendor before invoice raising for procurement of goods against the Contract.
- c) Bidders may note that Concessional GST Certificate would be issued only in favour of beneficiary of the Contract.
- d) Unless otherwise specifically agreed to in terms of the Contract, the Buyer shall not be liable for any claim on account of fresh imposition and/or increase of GST on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.
- e) Bidders are advised to specifically mention the rate of GST payable in spite of issuance of concessional GST certificate to facilitate correct evaluation of quotes. In the absence of such explicit declaration regarding % of tax rate, it would be deemed that quoted prices include applicable GST.

iv) **Local Taxes**

- a) Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of Town 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 authorised officer. Seller should ensure that stores ordered against contracts placed by this office are exempted from levy of Town 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.
- b) 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 exception 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. 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. organisation and that there is no enquiry going on by CBI/ED/any other Govt. agency against them.

**19. 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 15<sup>th</sup> June 2017 and as amended (for updated details please refer to [www.dipp.gov.in](http://www.dipp.gov.in)). Bidders shall furnish a certificate from their chartered accountant or cost auditor regarding %age of local content as prescribed policies governing Make in India initiative.

**20.** 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](http://www.dcmsme.gov.in)).

**21.** Documents to be furnished for Claiming Payment:

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

- i) Ink-signed copy of Contractor's Bill.
  - ii) Ink-signed copy of Commercial invoice/Seller's Bill.
  - iii) Bank Guarantee for Advance, if applicable.
  - iv) Guarantee/Warranty Certificate, if applicable.
  - v) Performance Warranty Bond/ 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) Copy of the Contract and amendments thereon, if any.
  - viii) Self-certification from the seller that the GST received under the contract would be deposited to the concerned taxation authority.
  - ix) Any other document/ Certificate that may be provided for in the Contract.
- (Note-Lab may specify any other documents required as per need)

~~b) **Foreign Sellers:** In case of payment through Letter of Credit (LC), paid shipping documents are to be provided to the Bank by the Seller as a proof of dispatch of goods as per contractual terms /LC conditions so that the Seller gets payment from LC. The Bank will forward these documents to the Buyer for getting the goods/stores released from the Port/Airport. However, where the mode of payment is DBT, the paid shipping documents are to be provided to the paying authority by the Buyer. Documents will include:~~

- ~~i) Clean On Board Airway Bill/Bill of lading~~
- ~~ii) Original Invoice~~
- ~~iii) Packing List~~
- ~~iv) Certificate of Origin from Seller's Chamber of Commerce, if any.~~
- ~~v) Certificate of Quality and year of manufacture from OEM.~~
- ~~vi) Dangerous Cargo Certificate, if applicable.~~
- ~~vii) Insurance Policy of 110% value in case of CIF/CIP contract.~~
- ~~viii) Certificate of Conformity and Acceptance Test at PDI/FAT, if any.~~
- ~~ix) Phytosanitary/Fumigation Certificate, if any.~~
- ~~x) Performance Warranty Bond/Warranty Certificate.~~
- ~~xi) Any other documents as provided for in the Contract.~~

**22. 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 contract alive. The

goods are being passed without prejudice to the rights of the Buyer 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 Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract.”

**23. Claims:**

- 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 Seller shall collect the defective or rejected goods from the location nominated 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.

**24. 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 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.

**25. Risk and Expense purchase:** In case Seller fails to honour 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.

**26. 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.~~

**27. Basis of 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. The basis for Comparison of Cost in different situations would be as follows:

- a) If the competition is only among Indian bidders, the financial comparison should be considered on the basis of FOR destination prices including statutory levies, taxes and duties payable on final product.
- b) ~~If the competition is among Indian and foreign bidders, the CIP/CIF cost quoted by the foreign bidders at destination port will be loaded with Customs Duty & GST (as applicable) and a charge @ 1% of the CIP/CIF cost to bring the consignment to the buyer premises would be the basis of comparison with the basic cost (FOR destination basis) offered by Indian bidders including statutory levies, taxes and duties payable on final product. If CIF/CIP price is not available, additional 10% of FCA/FOB cost over and above quoted FCA/FOB Cost to be loaded for comparison purpose only.~~
- e) ~~If competition is only among foreign bidders, the CIP/CIF cost quoted by the foreign bidders at destination port will be loaded with Customs Duty & GST (as applicable) and a charge @ 1% of the CIP/CIF cost to bring the consignment to the buyer premises would be the basis of comparison. If CIF/CIP price is not available, additional 10% of FCA/FOB cost over and above quoted FCA/FOB Cost to be loaded for comparison purpose only.~~

- d) ~~In import cases, all the foreign quotes will be brought to a common denomination in Indian Rupees by adopting the exchange rate as BC selling rate of the State Bank of India on the date of the opening of Price Bids.~~
- e) ~~The Buyer reserves the right to evaluate the offers received by adopting Discounted Cash Flow (DCF) method with a discounting rate in consonance with the existing Government borrowing rate. DCF method would be used for evaluation of bids in the following rate. DCF method be used for evolution of bids in the following rate. DCF method would be used for evaluation of bids in the following cases:~~
- i) ~~To compare different payment terms, including advance payment and progressive stage payments so as to bring them to a common denomination for determining lowest bidder.~~
- ii) ~~To deal with cases where cases where entering into AMC for period in excess of one year is a part of the contract evaluation of the bid.~~
- f) ~~**Net Present Value (NPV):** NPV method is a variant of DCF method which may be used for evaluation of tenders. The NPV is the sum of the present values of all the cash flows associated with it. When as bids, the bid with the lowest NPV will be selected. The following form~~
- $$NPV = \sum_{t=0}^N \frac{A_t}{(1+i)^t}$$
- ~~is NPV of a Bid:~~

Where

At : Expected cash flow at time t

t : Time of expected cash flow

N : Total period

i : Discount rate

- g) Discount rate to be used under the method is to be the Government borrowing rate on the Date of Opening of Price Bids.
- h) 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.
- i) If there is any discrepancy between words and figures, the amount in words will prevail for calculation of price.
- j) **The lowest acceptable bid** will be considered further for placement of the Contract / Supply Order after price negotiation as decided by the Buyer.

### **Part II (B) – Instructions for Online Bid Submission**

1. The bidders are required to submit soft copies of their bids electronically on the Defproc Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the Defproc Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Defproc Portal.
2. More information useful for submitting online bids on the Defproc Portal may be obtained at: <https://defproc.gov.in/nicgep/app>
3. **REGISTRATION**
  - a) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://defproc.gov.in/nicgep/app>) by clicking on the link “Online bidder Enrolment” on the Defproc Portal which is free of charge.
  - b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
  - c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the Defproc Portal.
  - d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate(Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.
  - e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
  - f) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.

### **4. SEARCHING FOR TENDER DOCUMENTS**

- a) There are various search options built in the Defproc Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the Defproc Portal.
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the Defproc Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

## 5. PREPARATION OF BIDS

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "MySpace" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## 6. SUBMISSION OF BIDS

- a) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The bidder has to digitally sign and upload the required bid document one by one as indicated in the tender document.
- c) Bidder has to select the payment option as offline" to pay the EMD (if applicable) and enter details of the instrument. Tender Fee can be paid through e-MRO portal of SBI or through offline mode.
- d) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed. The bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bid will be rejected.
- e) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for prefacing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- f) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys.
- g) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- h) Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- i) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### 7. ASSISTANCE TO BIDDERS

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

### **Part II (C) – Restrictions on Public Procurement from certain countries**

1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. **The Competent Authority for registration shall be the Registration Committee constituted by Department of Promotion of Industry and Internal Trade (DPIIT).**
2. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
3. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose *beneficial owner* is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
4. The *beneficial owner* for the purpose of (3) above will be as under:
  - a. In case of a company or Limited Liability Partnership, the beneficial owners the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.  
Explanation-
    - i. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
    - ii. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  - b. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical persons, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  - c. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  - d. Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  - e. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

5. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
6. **[Applicable only to Works contracts, including Turnkey contracts]**. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
7. **Compliance Certificate from the Bidders**. All participating bidders shall certify on their company's letter head that they/their Company comply with the clauses mentioned in Part II (C) Para 1 through 6 of the tender regarding restrictions on procurement from bidder of a country which shares a land border with India and on subcontracting to contractors from such countries. If at any subsequent stage, information given by the bidder found to be false, legal action would be initiated against them in accordance with law including immediate termination from the tendering process. **(Registration certificate with the Competent Authority shall be attached if applicable)**

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

#### **(Buyer to choose appropriate clause depending upon on the procurement case)**

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:** ~~(Applicable/ Not Applicable)~~ The Buyer reserves the right to apportion the quantity among \_\_\_\_\_ bidders in the ratio of \_\_\_\_\_ starting from Lowest Bidder (L1) and proceeding to Next Higher Bidder and so on subject to their consent to meet the L1's rates as well as terms and conditions, as negotiated. The bidders are requested to submit the price bid catering the need of apportioned quantity as well as total quantity, else the unit cost of the store(s) for total quantity will be considered for the apportioned quantity while evaluating the bid. *(Splitting of the quantity should be in favour of L1).*

**2. Performance Security Bond:** Performance Security Bond should be for an amount equal to **3%** of the contract value (inclusive of taxes and duties) in favour of the Director, IRDE, Dehradun, for safeguarding the Buyer's interest in all respects during the currency of the contract. The Bond should be valid up to 60 days beyond the scheduled date of delivery as per the terms of the contract. (To be submitted by the Seller within 01 months from the date of issue of the letter). In case the execution of the contract is delayed beyond the contracted period and the Buyer grants the extension of delivery period, with or without liquidated damages, the Seller must get the Bond revalidated, if not already valid

- a) **Indigenous Bidder:** The Performance security Bond will be accepted in form of ~~Banker's Cheque / Demand Draft (DD)~~/Fixed Deposit Receipt/Bank Guarantee. The specimen of BG is available on DRDO website.
- b) ~~Foreign Bidder:~~ The Performance security Bond will be accepted in form of ~~Bank Guarantee or Stand by Letter of Credit from an internationally recognised first class bank.~~ The specimen of BG is available on DRDO website.

**3. Warranty Bond:** To cover the Buyer's interest during warranty period, **warranty Bond** for an amount of **3%** of the contract value (inclusive of taxes and duties) would be obtained from the seller prior to return of performance security bond. Warranty bond should remain valid for a period of sixty days beyond the date of completion of all warranty obligations (To be submitted by the Seller within 01 months from the date of issue of the letter). Warranty bond would be returned to the Seller on successful completion of warranty obligations, under the contract.

- a) **Indigenous Bidder:** The **warranty Bond** will be accepted in form of ~~Banker's Cheque / Demand Draft (DD)~~/Fixed Deposit Receipt/Bank Guarantee.
- b) ~~Foreign Bidder:~~ The **warranty Bond** will be accepted in form of ~~Bank Guarantee or Stand by Letter of Credit from an internationally recognised first class bank.~~

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

**4. Option Clause:** ~~(Applicable/ Not Applicable)~~ The Contract will an Option Clause, wherein the Buyer can exercise an option to procure an option to procure an additional quantity up to 50% of the original contracted quantity (rounded up to the next whole number) in accordance with the same terms and conditions of the contract. This will applicable within the currency of the contract. It will be entirely the discretion of the Buyer to exercise this option or not.

**5. Repeat Order Clause: (Applicable/ Not Applicable)** ~~The Contract will have a Repeat Order Clause, wherein the Buyer can order for additional quantity up to a maximum of up to 50%, including order placed under option clause, of the originally contracted quantity (rounded up to the next whole number) within twelve months from the date of completion of supply under the original contract/SO. The Repeat Order will have rates on not exceeding basis (excluding taxes and duties) while the items and conditions will remain unchanged. It will be entirely the discretion of the Buyer to exercise the Repeat order or not.~~

**6. Tolerance Clause: (Applicable/ Not Applicable)** ~~To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to increase or decrease up to 25% of the tendered quantity of the required goods without any change in the terms and conditions and rates quoted by the Seller. While awarding the Contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.~~

**7. Transfer of Technology (ToT): (Applicable/ Not Applicable)** ~~Buyer is desirous of license production of (generic name of store(s) under ToT). Buyer reserves the right to negotiate ToT terms subsequently but the availability of ToT would be a pre-condition for any further procurements. If negotiations for ToT are not held as a part of the negotiations for stores(s), then subsequent and separate ToT negotiations would continue from the stodge where the store(s) has been selected. (In such cases, Labs/Estts. Would spell out the requirements and scope of ToT depending upon the depth of the technology which is required).~~

**8. Permissible Time Frame for Submission of Bills:** To claim payment (Part or full), the Seller shall submit the bills(s) along with the relevant documents within 15 days from the completion of the activity/supply (the counting of no. of days will start from completion of relevant milestone).

**9. Payment Terms:**

a) **For Indigenous Seller:** The payment will be made as per the following terms.

~~i) 100% payment within 30 days after receipt, satisfactory installation and acceptance of stores /equipment in good condition and submission of bills. (30 days will be counted from submission of bills).~~

**Or**

~~90% payment within 30 days after receipt, acceptance and satisfactory installation of stores/equipment in good condition or the date of receipt of the bill whichever is later. Balance 10% payment will be released after completion of warranty/guarantee period. This can also be released on furnishing an irrevocable bank guarantee/DD in the prescribed format for the equivalent amount valid for the duration of such warranty/Guarantee, wherever applicable (in case warranty clause is applicable)~~

**Or**

~~Stage-wise/pro rata payments as per the milestone/time described here. (Payment milestone/time shall be identified by the Lab and mentioned here.)~~

~~Milestone 1: (Submission of Detailed Design Documents) - 10%~~

~~Milestone 2: (Delivery of 01 Wheeled and 01 Tracked Electro Optical Soldier, CDU with complete set of Harness and battery) - 20%~~

~~Milestone 3: (Networking and evaluation of first 2 EO Soldiers) - 20%~~

~~Milestone 4: (Realization of 02 Tracked and 02 Wheeled units including spares) -20%~~

~~Milestone 5: (Networking and Integration of all EOSS units) - 30%~~

~~Milestone 5 payment will be done after clearance of ATP.~~

b) **For Foreign Seller: (Lab/Estt to select and give specific payment terms)**

~~90% payment within 30 days after receipt, acceptance and satisfactory installation of stores/equipment in good condition or after receipt of necessary documents warranted by delivery terms. Balance 10% payment will be released after completion of warranty/guarantee period. This can also be released on furnishing an irrevocable bank guarantee, from first class bank of international repute, for equivalent amount valid for the duration of such warrant/guarantee, wherever applicable~~

**OR**

~~100% payment within 30 days after receipt, satisfactory installation and acceptance of stores/equipment in good condition or after receipt of necessary documents warranted by delivery terms.~~

**OR**

~~Stage-wise/Pro rata payments as per the milestone/time described here. (Payment milestone/time shall be identified by the Lab and mentioned here.)~~



e) ~~Pro rata payment for the services rendered will be made as per the frequency described here.~~

10. **Advance Payments: (Applicable/ Not Applicable)**

No advance payment will be made.

**OR**

~~Interest free mobilization advance payment of — % of the Contract value (excluding GST) may be made, preferably in not less than two instalment, against submission of Bank Guarantee, in favour of the Director (Lab Name), (Place), of 110% of advance payment (from first class bank of international repute in case of foreign seller) by the firm (or against submission of Indemnity Bond by the Govt. Organisations/PSUs). In case of termination of the Contract/Extension of delivery period due to default of the Seller or where advance taken has not been/could not be used for the purpose of order execution, interest free mobilisation advance would be deemed as interest bearing advance, compounded quarterly, at the rate of 2% above (i) Prime Lending Rate/ MICR (Marginal Cost of Funds Based Lending Rate) of State Bank of India for Indian seller, and (ii) LIBOR/EURIBOR rate for the foreign seller. The rates as applicable on the date of receipt of advance will be considered for this.~~

11. **Part Supply and Pro rata Payment (Applicable/ Not Applicable)**

Part supply will be acceptable. Max number of Lot is 5.

**OR**

~~Full supply may be accepted in maximum — nos. of lots. However, Pro rata payment will not be made for the part supplies of the stores(s) made.~~

**OR**

Full supply may be accepted in maximum 05 nos. of lots. Pro rata payment will be made as per the applicable payment terms for the part supply of the stores(s).

Note: Taxes to be paid on Pro-Rata payment on deliverables. No taxes are paid at the time of advances & stage payment in Developmental Contract.

12. **Mode of Payment**

a) **For Indigenous Sellers:** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details to facilitate payments through ECS/NEFT mechanism instead of payment through cheque, wherever feasible.

b) ~~**For Foreign Seller:**~~

~~i) The payment will be arranged through letter of Credit from Reserve Bank of India/State bank of India/any other Public Sector Bank, as decided by the Buyer, to the Bank of the Foreign Seller as per mutually agreed terms and conditions. The Letter of Credit will preferably be opened with validity of 90 days from the date of its opening, on extendable basis by mutual consent of both the parties. Letter of Credit opening charges in India will be borne by the Buyer. However, the extension charges, if any, will be borne by the party responsible for the extension.~~

~~ii) For contract costing up to US \$ 1,00,000 (or equivalent), preferable mode of payment will be by Direct Bank Transfer (DBT). DBT payment will be made within 30 days of receipt of clean Bill of Lading / AWB /Proof of shipment and such other documents as are provided for in the contract, but such payments will be subject to the deductions of such amounts as the Seller may be liable to pay under the agreed terms of the Contract.~~

13. **Exchange Rate Variation (ERV) Clause:** ~~This clause will be applicable only in case the delivery period exceeds 12 months from the Effective Date of the Contract which involves import content (foreign exchange).~~

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

~~Year Wise and Major Currency Wise Import Content Break up~~

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

~~b) ERV will be payable/refundable depending upon movement of exchange rate with reference to exchange rate adopted for the valuation of the Contract. Base Exchange rate of each major currency~~



~~used for calculating FE content of the Contract will be the SBI selling rate of the foreign exchange element on the date of the opening of price Bids.~~

- c) The base date for ERV would be the Date of opening of Price Bid and variation on the base date will be given up to the midpoint of manufacture unless the bidder indicates the time schedule with which material will be imported by them. Based on information given above, the cut-off date/dates within the Delivery schedule for the imported material will be fixed for admissibility of ERV.
- d) ERV clause will not be applicable under following circumstances:
  - i) Cases where delivery periods for imported content are subsequently to be refixed/extended except for reasons solely attributable to the Buyer or Force Majeure.
  - ii) Cases where movement of exchange rate falls within the limit of  $\pm 2\%$  of the reference exchange rate adopted for the valuation of the Contract.
- e) The impact of notified ERV shall be computed on a yearly basis for the outflow as mentioned by the Bidder in their tender and shall be paid/ refunded before the end of the financial year based on certification by the Buyer.

**14. Force Majeure:** Force majeure clause allows a party to suspend or terminate the performance of its obligation when certain circumstances beyond their control arise, making performance inadvisable, commercially impracticable, illegal or impossible. The provision may state that the contract is temporarily suspended, or that it is terminated in the event of force majeure continues for a prescribed period of time. The standard text of this clause is as under:

- 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.

**15. Buy-Back :(~~Applicable/ Not Applicable~~).**~~The buyer is interested to trade the existing old goods while purchasing the new ones. Bidders may formulate and submit their bids accordingly. Interested Bidders can inspect the old goods to be traded through this transaction. The Buyer reserves the right to trade or not to trade and old goods while purchasing the new ones and the Bidders are to frame their bids accordingly covering the both the options. Details for but-back offer are as under:-~~

- a) ~~**Details of Items for Buy Back Scheme** — Make/Model, Specs, year of production/purchase, p~~  
~~Period of Warranty/AMC etc.~~
- b) ~~**Place for Inspection of Old Items** — Address Telephone, fax, e-mail, Contact personnel, etc.~~
- c) ~~**Timings for Inspection** — All working days between the times of 1030 hrs. to 1630hrs.~~
- d) ~~**Last Date for Inspection** — One day before the last date of submission of bids.~~
- e) ~~**Period of handing over of Old Items to Successful Bidder** — Within \_\_\_\_\_ days of \_\_\_\_\_~~  
~~(No. of days and condition to be specified by the lab).~~
- f) ~~Handling charges and transportation expenses to take out the old items will be on account of the successful Bidder.~~

**16. Export License: (~~Applicable/ Not Applicable~~)**~~The Bidder is required to furnish full details and formats of End Use Certificate required for obtaining export clearance from the country of origin. This information will be submitted along with Techno Commercial bid. In the absence of such information, it would be deemed that no document is required from the Buyer for export clearance from the country of origin.~~

**17. Free Issue of Material (FIM): (~~Applicable/ Not Applicable~~)** The list of FIM is given below: (Lab has to provide the list as per the format given below)

Sl. No.	Description of Store (s)	Qty.	Unit Cost	Total Cost

**Free issue of Material (FIM) as raw material:** ~~FIM is government property and will be secured through a Bank Guarantee. In cases where cost of FIM exceeds the order value, Seller will submit the BG for the order value and insurance cover is taken by the Buyer for the balance amount through Nationalized Insurance Agency or their subsidiaries in favour of the Director Lab/Estt. Indemnity Bond instead of Bank Guarantee may be accepted from PSUs and other Government organisations.~~

**OR**

**Stores issued as FIM for repair/ Maintenance etc.** ~~FIM is government property and will be secured through a comprehensive insurance cover taken by Lab/Estt from Nationalized insurance agency or their subsidiaries.~~

#### 18. Terms of Delivery

- a) ~~**For Foreign Bidder:** Foreign bidders are required to quote both on CIF/CIP (destination) and FCA/FOB (Gateway) basis. If CIP/CIF cost is not available, an additional 10% of FCA/FOB cost over and above quoted FCA/FOB cost will be loaded on their respective bid for comparison purposes.~~
- b) **For Indigenous Bidder:** The delivery of goods shall be on FOR I.R.D.E., Dehradun, Uttarakhand basis.

#### 19. Packing and Marking Instructions: **Applicable /Not Applicable**

- a) The Seller shall provide packing and preservation of the equipment and spares/goods contracted so as to ensure their safety against damage in the conditions of land, sea and air transportation, transshipment, storage and weather hazards during transportation, subject to proper cargo handling. The Seller shall ensure that the stores are packed in containers, which are made sufficiently strong. The packing cases should have provisions for lifting by crane/fork lift truck. Tags with proper making shall be fastened to the special equipment, which cannot be packed.
- b) The packing of the equipment and spares/goods shall conform to the requirements of specifications and standards in force in the territory of the Seller's country.
- c) A label in English shall be pasted on the carton indicating the under mentioned details of the item contained in the carton. The cartons shall then be packed in packing cases as required.
- Part Number:
  - Nomenclature:
  - Contract annexes number:
  - Annex serial number:
  - Quantity contracted:
- d) One copy of the packing list in English shall be inserted in each cargo package and the full set of the packing lists shall be placed in case No. 1 painted in a yellow colour.
- e) The Seller shall mark each package with indelible paint in English language as follows :
- Contract No \_\_\_\_\_
  - Consignee \_\_\_\_\_
  - Port/ airport of destination \_\_\_\_\_
  - Ultimate consignee \_\_\_\_\_
  - Package No \_\_\_\_\_
  - Gross/Net weight \_\_\_\_\_
  - Overall dimensions/volume \_\_\_\_\_
- f) If necessary, each package shall be marked with warning inscriptions :<Top>, <Do not turn over>, category of cargo etc.
- g) Should any special equipment be returned to the Seller by the Buyer, the latter shall provide normal packing, which protects the equipment and spares/goods from damage or deterioration during transportation by land, air or sea. In such case the Buyer shall finalize marking with the Seller.

- h) Any other special specific packing requirement to be specified clearly depending upon nature of the stores.

**20. Inspection Instructions:**

- a) Raw material inspection. ~~(Required)~~ / Not required)
- b) Part inspection. ~~(Required)~~ / Not required)
- c) Stage /Subsystem inspection. ~~(Required)~~ / Not required)
- d) Pre Delivery Inspection. ~~(Required)~~ / Not required)
- e) Factory acceptance test. ~~(Required)~~ / Not required)
- f) Post Delivery inspection on receipt of store. ~~(Required)~~ / Not required)
- g) **Inspection Authority:** The Inspection will be carried out by a representative of the Lab/Estt duly nominated by the Director.

**OR**

(The Lab shall choose clauses as applicable and provides detailed procedure for inspection for each of the clauses. Any other inspection instruction, if required, may be added.)

**21. Warranty: (Applicable/ Not Applicable)**

- a) The Seller will declare that the goods, stores articles sold/supplied shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specifications and particulars contained/mentioned in the contract. The Seller will guarantee that the said goods stores/articles would continue to conform to the description and quality for a period of, **24 months** from the date of acceptance/installation of the said goods stores/articles. If during the aforesaid period of 24 months, the said goods/stores are discovered not to conform to the description and quality aforesaid, not giving satisfactory performance of have deteriorated, the Buyer shall be entitled to call upon the Seller to rectify the goods/stores/articles or such portion thereof as is found to be defective by the Buyer within a reasonable period without any financial implication on the Buyer.
- b) If the defective part/subsystem/system needs to be taken by the Seller outside Buyer's premises to rectify the defect, Seller shall provide a comprehensive **(during transit & storage insurance for repair period)** insurance cover of the equivalent amount to the Buyer to cover for the time taken to rectify the defective goods and deliver the repaired or replaced goods at the same location without any financial implications on Buyer.
- c) In cases of procurement of software, seller shall issue/provide upgrades of the software free of cost during the warranty period.

**22. Product Support: (Applicable/ Not Applicable)**

- a) The Seller agrees to provide Product Support for the stores, assemblies/sub-assemblies, fitment items, Spares and consumables, Special Maintenance Tools (SMT)/Special Test Equipment (STE) for a minimum period of **5 years after the warranty period**.
- b) ~~The Seller agrees to undertake a Maintenance Contract for a minimum period of \_\_\_\_\_ years/months. The Seller is required to quote the price for both comprehensive and non-comprehensive maintenance of the equipment after the expiry of warranty period in the price bid.~~
- c) Besides mandatory period, the Seller would be bound to give at least two years notice to the Buyer prior to closing the production line so as the enable a life time but of spares before closure of the said production line.

**23. Annual Maintenance Contract (AMC) Clause: (Applicable/ Not Applicable)**

- a) ~~The Seller would provide a Non-Comprehensive AMC for a period of \_\_\_\_\_ years.~~

**OR**

~~The Seller would provide a comprehensive AMC for a period of \_\_\_\_\_ years. The AMC services should cover the repair and maintenance of all the equipment and systems purchases under the Contract and specify following~~

- ~~i) Maximum repair turnaround time for equipment/system would be \_\_\_\_\_ days.~~
- ~~ii) Required spares that may be stores at site by the Seller at their own cost to avoid complete breakdown of the equipment/system and to ensure serviceability.~~
- b) ~~The AMC services would be provided in two distinct ways:~~
  - ~~i) **Preventive Maintenance Service:** The Seller will provide a minimum of \_\_\_\_\_ Preventive Maintenance service visits during a year to the operating base to carry out functional check ups and minor adjustments/tuning as may be required.~~

- ii) ~~**Breakdown Maintenance Service:** In case of any breakdown of the equipment. System, on receiving a call from the Buyer, the Seller is to provide prompt maintenance service to make the equipment/system serviceable.~~
- e) ~~**Response Time:** The response time of the Seller should not exceed \_\_\_\_\_ hours/ days from the time breakdown intimation is provided by the Buyer.~~
- d) ~~Serviceability of \_\_\_\_\_ % per year is to be ensured. This amounts to total maximum downtime of \_\_\_\_\_ days per year. Also un-serviceability should not exceed \_\_\_\_\_ days at any given time. Total down time would be calculated at the end of the year. If down time would be calculated at the end of the year. If down time exceeds permitted limit, LD/Extension/Termination may be considered as per merit of the case as decided by the Buyer.~~
- e) ~~**Technical Documentation:** All necessary changes in the documentation (Technical and operators Manual) for changes carried out on hardware and software of the equipment will be provided.~~
- f) ~~During the AMC period, the Seller shall carry out all necessary servicing/repairs to the equipment/system under AMC at the current location of the equipment/system. Prior permission of the Buyer would be required in case certain components/sub systems are to be shifted out of location. On such occasions, before taking over the goods or components, the Seller will give suitable bank guarantee to the Buyer to cover the estimated current value of items being taken out of location.~~
- g) ~~Period of AMC may be extended as per mutual agreement subject to satisfactory performance.~~
- h) ~~The reserves its right to terminate the maintenance contract at any time without assigning any reason whatsoever, after giving a notice of \_\_\_\_\_ months. The seller will not be entitled to claim any compensation against such termination. However, while terminating the Contract, if any payment is due to the Seller for maintenance services already performed in terms of the Contract, the same would be paid as per the Contract terms.~~

**24. Price Variation (PV) Clause: (Applicable/ Not Applicable)(applicable only if DP is more than 18 months) - A sample PV clause is indicated below) -**

- a) ~~The formula for Price Variation should ordinarily include a fixed element, a material element and a labour element. The figures representing the material element and the labour element should reflect the corresponding proportion of input costs, while the fixed element may range from 10 to 25%. That portion of the price represented by the fixed element will not be subject to variation. The parties of the price represented by the material element and labour element will attract Price Variation. The formula for price variation will thus be:~~

$$P_1 = P_0 \{ F + a (M_1/M_0) + b (L_1/L_0) + \dots \} - P_0$$

Where

$P_1$  \_\_\_\_\_, Adjustment amount payable to the Seller (a minus figure will indicate a Reduction in the Contract Price)

$P_0$  \_\_\_\_\_, Contract Price at the base level

$F$  \_\_\_\_\_: Fixed element not subject to Price Variation

$a$  \_\_\_\_\_: Assigned percentage to the material element in the Contract Price

$b$  \_\_\_\_\_: Assigned percentage to the labour element in the Contract Price

$L_0$  \_\_\_\_\_, Wage indices at the base month and year

$L_1$  \_\_\_\_\_, Wage indices at the month and year of calculation

$M_0$  \_\_\_\_\_, Material indices at the base month and year

$M_1$  \_\_\_\_\_, Material indices at the month and year of calculation

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

- b) ~~Following conditions would be applicable to Price Adjustment -~~
  - i) ~~Base date shall be due date of opening of price bids.~~
  - ii) ~~Date of adjustment shall be midpoint of manufacture.~~
  - iii) ~~No price increase is allowed beyond original Delivery Period unless the delay is attributable to the Buyer or Force Majeure.~~
  - iv) ~~Total adjustment will be subject to maximum ceiling of \_\_\_\_\_ %~~
  - v) ~~No price adjustment shall be payable on the portion of the payment made as on advance payment made in the Contract to the Seller.~~

**25. Intellectual Property Righted (IPR): (Applicable/ Not Applicable).** The right of intellectual Property, developed under the Contract, will be the sole property of IRDE, DRDO, Govt, of India. The Development Partner will have to give technical know-how/design data including software and algorithms for production of the item to the designated Production Agency nominated by Govt. of India.

**26. Minimum Order Quantity:** Bidder may indicate the applicable minimum order quantity (MOQ) if the quantity demanded by the buyer is less than MOQ.

**27. Pre-Integrity Pact Clause: (Applicable)** An Integrity Pact would be applicable between the Ministry of Defence/Buyer and the Bidder and the Bidder shall be asked to deposit an amount of **3%** of the contract value, in the form of appropriate Bank Guarantee (From a first class bank of international repute confirmed by the State Bank of India in case of foreign seller). This Earnest Money would be submitted by the Bidder along with Integrity Pact (IP) (as per format at **Annexure 'A'**) in a separate envelope clearly marked as 'IP and Earnest Money'. This is a binding agreement between the Buyer and Bidders for specific contracts in which the Buyer promises not to accept bribes during the procurement process and Bidders promise that they will not offer bribes. Under this pact, the Bidders for specific services or contracts agree with the Buyer to carry out the procurement in a specified manner. The essential elements of the Pact are as follows:

- a) A pact (contract) between the Government of India (Ministry of Defence) (the authority or the "Principal") and firm submitting a bid for this specific activity (the "Bidder"):
- b) An undertaking by the Principal that its officials will not demand or accept any bribes, gifts etc, with appropriate disciplinary or criminal proceedings in case of violation:
- c) A statement by each bidder that they have not paid, and will not pay, any bribes:
- d) An undertaking by each Bidder to disclose all payments made in connection with the Contract in question to anybody (including Agents and other middlemen as well as family members, etc, of officials); the disclosure would be made either at the time of submission of Bids or upon demand of the Principal, especially when suspicion of a violation by that Bidder emerges;
- e) The explicit acceptance by each Bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the winning Bidder until the contract has been fully executed.
- f) Undertaking on behalf of Bidding company will be made in the name and on behalf of the company's Chief Executive Officer"
- g) Any or all of the following set of sanctions could be enforced for any violation by a Bidder of its commitments or undertakings:
  - i) Denial or loss of contracts;
  - ii) Forfeiture of the earnest Money. Bid Security, performance security bond and performance cum warranty bond;
  - iii) Liability for damages to the principal and the competing Bidders; and
  - iv) Debarment of the violator by the Principal for an appropriate period of time.
- h) Bidders are also advised to have a company code of conduct clearly rejecting the use of bribes and other unethical behaviour and compliance program for the implementation of the code of conduct throughout the company.
- i) The draft Pre-Contract Integrity Pact is attached as **Annexure 'C'**. The Bidders are required to sign the pact and submit it separately

**28. Independent External Monitors (IEM):** Particulars of IEMs appointed by MoD for this Pact in consultation with the Central Vigilance Commission are as under (applicable only when Pre-Integrity Pact Clause is applicable);

S. No	Name of IEM	e-mail id of IEM

**29. 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. (The Lab should mention the basis for evaluation of commercial bid i.e. whether ~~line wise or lot wise~~) -**LOTWISE**.

**30. Fall Clause:** All RC/PA will be governed by “Fall Clause”. The following Fall Clause will invariably form part of the agreement:

- a) The prices charged for the stores supplied under the agreement by the Seller shall be no event exceed the lowest price at which the Seller sells the items of identical description to any other person/organization during the period till performance of all supply orders placed during the currency of the agreement is completed.
- b) If, at any time, during the said period, the Seller reduces the sale price such stores or sells stores to any other person/organisation at a price lower than the price chargeable under the agreement, he shall forthwith notify such reduction or sale to the authority which has concluded the RC/PA; and the price payable under the agreement for the stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.
- c) However, the above stipulation will not apply to:
  - i) Export by the Contractor.
  - ii) Sale of stores as original equipment at prices lower than the prices charged for normal replacement.
  - iii) Sale of stores such as drugs, perishable goods which have expiry dates.

**31. Certificate in respect of Fall Clause:**

- a) While submitting his bills for the goods supplied against the Rate Contract/Price Agreement, the Contractor shall give the following certificate also:  
 “I/We certify that the stores of description identical to the stores supplied to the Government under the contract herein have not been offered/sold by me/us to any other person/ organisation up to the date of bill/the date of completion of supplies against supply orders placed during the currency of the RC/PA, at a price lower than the price charged to the Government under the contract”.
- b) If the Contractor sells any goods at lower than the contract price, except covered by any of the three exceptions indicated above as per Para 30(c) of this part, such sales have also to be disclosed in the aforesaid certificate to be given by the Contractor to the Government. The obligations of the Contractor in this regard will be limited with reference to the goods identical to the contracted goods sold or agreed to be sold during the currency of the contract.
- c) The successful bidder shall maintain stocks at the station and shall make deliveries against supply orders from such stocks within the specified period.

**32. Growth of Work (for Repair / Maintenance contracts):**

~~—The RFP has provision of ‘Growth of Work’ whereby exact requirements may undergo changes for certain contracts for Repair / Maintenance. During the execution of ensuing Contract / Supply Order, the successful bidder will be responsible for meeting the changed requirements. The changes in rates on account of the ‘Growth of Work’ would be on pro-rata basis and will be negotiated at the time of finalisation of Contract / Supply Order.~~

**33. Selection of Development cum Production Partner (DcPP(s)) / Production Agency (PA(s)):**  
**(Applicable/ Not Applicable)**

Clause for Development cum Production Partner (DcPP(s)) / Production Agency (PA(s)) as follows:

- a) The instant contract shall be for quantities required during the development stage. However, the winner of the bid would also be nominated as DcPP(s) / PA(s) subject to success in Technical trials.
- b) The instant contract shall be for quantities required during the development stage. However, the winner of the bid would also be nominated as DcPP(s) / PA(s) subject to success in Technical trials.
- c) In the production phase and thereafter, DcPP(s) / PA(s) shall be the Single Point of Contact (SPoC) and shall be responsible for supply, maintenance and support during entire life cycle of the system.
- d) The Supply chain of subsystems established during the development of system shall be continued by DcPP(s) / PA(s) during production phase. Any change in the supply chain shall be with the approval of DRDO

#### **PART IV – Vendor Qualification Criteria (Applicable/ ~~Not Applicable~~)**

1. Vendor should have experience of minimum 5 years in the design and development of remotely operated unmanned ground vehicles and stabilized Line of Sight (LOS) surveillance systems. Vendor shall furnish supply orders as proof along with bid documents. In case, vendor does not have expertise in all relevant fields and it has collaboration with some other firm for the same, Vendor shall furnish Letter of Agreement and documents related to experience of the partner firm.
2. Vendor should have minimum annual turnover of Rs 5.0 Cr in last financial year (year 2023-24).
3. NDA duly signed by firm should be submitted before conduct of pre bid meeting.
4. In the instant procurement, prior experience and turnover criteria will not be relaxed for startups (including MSEs) as this being a mandatory requirement.

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

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

Name/Description of Item(s)	Unit of Measure	Qty required
1. Development of Electro-Optical Soldier System (EOSS)	Set	1

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

- a) **Specifications/ Drawings:** Specifications/Drawings will be made available to the interested bidders by the RFP issuing authority after signing of a NDA with the Buyer. Specifications/Drawings supplied by this office are to be returned with Techno-Commercial Bid.
- b) Technical details with technical parameters: **Required/Not required**
- c) Requirement of training/on-the-job training: **Required, 03 days for 05 person**
- d) Requirement of installation/commissioning: **Required/Not required**
- e) Full inspection details as per provisions made in Para 20 of Part III of the RFP
- f) Requirement of Technical Documentation: **Required/Not required**
- g) Nature of assistance required after completion of warranty as per provisions made in Para 22 of Part III of the RFP
- h) Requirement of on-site inspection: **Required/Not required**
- i) Any other details, as considered necessary

3. Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. Bidders are advised to submit compliance statement for the technical parameters separately in the following format along the Techno-Commercial Bid:

Para of RFP specifications (item-wise)	Specifications of items 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 complete supply of items/rendering services would be **18 Months** from the Effective Date of the Contract /LOI. Milestone wise delivery schedule is as mentioned below:

Milestone No.	Milestone	Time (in months)
1	Submission of Detailed Design Document	T0+02
2	Delivery of 01 Wheeled and 01 Tracked EO Soldier, CDU with complete set of Harness and battery	T0+08
3	Networking and evaluation of first 2 EO Soldiers	T0+11
4	Realisation of 02 Wheeled and 02 Tracked units including spares	T0+16
5	Networking and Integration of all EOSS units	T0+18

Where T0 is Effective Date of the Contract /LOI

It is pertinent to mention that Delivery Period is very important part of the contract and requires to be strictly adhered to, because our further developments are dependent upon it. If delivery of stores is delayed or perceived to be delayed beyond the delivery period, the Seller shall intimate to the lab well in advance for the extension of delivery period with due justification. Extension of delivery period with/without LD clause will be at the sole discretion of the Buyer. 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 :(The lab shall provide the consignee details)**
- **Name: The Director, Instruments Research & Development Establishment,**
  - **Address: Raipur Road, Dehradun-248 008 (Uttarakhand)**
  - **Contact details: +91-135-2787004-7**

#### **Part VI - Price Bid Format**

**Price Bid (BOQ): To be filled as per the format attached and to be uploaded in Cover 2**