

**NATIONAL INSTITUTE OF DEFENCE ESTATES MANAGEMENT, RAKSHA SAMPADA
BHAWAN, DELHI CANTT. – 110010.**

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**INVITATION OF E-BIDS FOR SUPPLY OF DUAL FREQUENCY GLOBAL
NAVIGATIONAL SATELLITE SYSTEM (GNSS) (DIFFERENTIAL GLOBAL
POSITIONING SYSTEM)**

No. DE/738/DGPS/NIDEM/2014

On behalf of the President of India, Director NIDEM, invites online tenders in two bids system (Technical Bid & Financial Bid) from manufacturers/suppliers for supply of below mentioned hardware and chemical items as per the details mentioned against each:-

Sr. No.	Description	Qty.
1.	DUAL FREQUENCY GNSS Receiver with in-built software and Software for data processing	82
2.	GNSS Antenna	82
3.	Antenna Cables along with Cable Caps	164
4.	Height Measuring Device	82
5.	Standard Battery Set(one set is of two battery)	82 Sets
6.	Charger (240V AC – 50Hz)	82
7.	Tribrach with optical plummet	82
8.	Tribrach adaptor	82
9.	Spare power cable with caps	82
10.	Operator manual for DUAL FREQUENCY GNSS	82
11.	Transport cases	82
12.	Telescopic Tripod	82
13.	Tripod Bag	82
14.	Standard Tool kit	82
15.	Carry case with shoulder strip for DUAL FREQUENCY GNSS	82
16.	GNSS processing software	82
17.	Controller	82

Note :

- i. All OEM accessories must be supplied.
 - ii. It is essential that both GNSS (DGPS) Receiver and Antenna should be separate units.
2. RFP is being published at CPPP website <https://eprocure.gov.in/eprocure/aap> A copy of the RFP may also be seen at DGDE website www.dgde.gov.in
3. Pre-bid conference will be held at the office of the Director, NIDEM, Raksha Sampada Bhawan, Ulaan Baatar Marg, Delhi Cantt 110010 on **26th March, 2015 at 11:00 Hrs.**
4. All details regarding the subject tender are available on our websites www.dgde.gov.in and <https://www.eprocure.gov.in>. Any change/modification in the Tender Enquiry will be intimated through above websites only. Bidders are therefore, requested to visit these websites regularly to keep themselves updated.

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5. Manual bids will not be accepted. For submission of e-bids on-line on CPPP Portal, bidders are required to get themselves registered with eprocure.gov.in website alongwith class III digital signature certificate issued by CCA under IT Act-2003. Foreign bidders are required to get themselves registered with <https://eprocure.gov.in/eprocure/aap> to participate in the bidding. A form is available in the above mentioned web-site at Sl. No. 13 to obtain Digital Signature Certificate (DSC).

6. Earnest money should reach to Director, NIDEM before end of date of bid submission, failing which offer will be liable for rejection. Bidders, however, have to attach scanned copies of earnest money alongwith their e-tender.

CRITICAL DATE SHEET

Date of Tender Published on www.eprocure.gov.in and in Newspapers	16 th March, 2015
Bid Document Download / Sale Start Date	17 th March, 2015
Pre bid meeting	26 th March, 2015 at 11.00 Hrs
Bid Submission Start Date	27 th March, 2015
Bid Document Download / Sale End Date	28 th April, 2015
Bid Submission End Date	29 th April, 2015 up to 1700 Hrs
Technical Bid Opening Date	30 th April, 2015 at 11:30 Hrs

REQUEST FOR PROPOSAL FORMAT

Designation and Address of the Officer inviting the tender on behalf of Directorate General Defence Estates	Director, National Institute of Defence Estates Management, Government of India, Ministry Of Defence, Raksha Sampada Bhawan, Ulaan Baatar Marg, Delhi Cantt-100 010
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INVITATION FOR GLOBAL E-BIDS FOR SUPPLY OF DUAL FREQUENCY GLOBAL NAVIGATIONAL SATELLITE SYSTEM (GNSS) (DIFFERENTIAL GLOBAL POSITIONING SYSTEM)

Request for Proposal (RPF) No DE/738/DGPS/NIDEM/2014 Dated 16th March, 2015

Tender documents may be downloaded from CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET as under.

1. The address and contact numbers for seeking clarifications regarding this RFP are given below -

a. Name/designation of the contact personnel:	Harish Prasad, Director, National Institute of Defence Estates Management, Government of India, Ministry Of Defence, Raksha Sampada Bhawan, Ulaan Baatar Marg, Delhi Cantt-100 010
b. Telephone numbers of the contact personnel:	011-25674991 & 011-25674992
c. e-mail ids of contact personnel:	dirnidem@gmail.com
d. Fax number:	011-25674993

2. This RFP is divided into five Parts as follows:

- a. Part I – Contains General Information and Instructions for the Bidders about the RFP such as the last date & time of bid, submission and opening of tenders, Validity period of tenders, etc.
- b. Part II – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.

- c. Part III – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
 - d. Part IV – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
 - e. Part V – Contains Evaluation Criteria and Format for Price Bids.
3. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

Part I – General information

CRITICAL DATE SHEET

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1. Bids (**technical and commercial**) shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Tenderer/Contractors are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>.

Not more than one tender shall be submitted by one contactor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

Tenderer who has downloaded the tender from the Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned.

2. **Place of opening of the Bids:** Bids will be opened in the Office of National Institute of Defence Estates Management, Government of India, Ministry Of Defence, Raksha Sampada Bhawan, Ulaan Baatar Marg, Delhi Cantt-100 010

The Bidders may depute their representatives, to attend the opening of Bids along with copy of bid submission acknowledgement receipt on the due date and time. This event will not be postponed due to non-presence of your representative.

3. Two-Bid system: In case of the Two-bid system, only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer.

4. Pre-Bid Conference and clarifications regarding contents of the RFP: A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 10 (ten) days prior to the date of opening of the Bids. **A pre-bid conference will be held with the interested bidders on 26th March, 2015 at 11.00 Hrs to discuss the queries raised and give clarifications.** Copies of the queries raised and clarifications given by the purchaser will be sent to all prospective bidders **who have raised queries or participated in pre-bid conference. The clarifications will also be uploaded on the web-site of DGDE <Website add> and CPPP portal viz <https://eprocure.gov.in/eprocure/app> by way of corrigendum.**

5. Modification and Withdrawal of Bids: A bidder may modify or withdraw his bid after submission till last date & time of bid submission.

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

7. Rejection of Bids: Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

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

9. Earnest Money Deposit:- Bidders are required to submit Earnest Money

Deposit (EMD) for amount of 16,00,000/- (Rupees Sixteen Lakh only) along with their bids. The EMD may be submitted in the form of an **Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee** from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-13 (**ANNEXURE – “A”**). EMD is to remain valid for a period of forty-five(45) days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security 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 Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates(DSC). The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app> .

DSC details for foreign bidders may be obtained from below link at serial no 14 (DSC for Foreign Bidders)

<http://eprocure.gov.in/eprocure/app?page=StandardBiddingDocuments&service=pag e>

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link **“Online bidder Enrolment”** on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) 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 CPP Portal.
- 4) 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 (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) 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.
- 6) 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.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP 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 CPP Portal.

- 2) 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 CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) 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.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) 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.
- 3) 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.
- 4) 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 "My Space" 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.

SUBMISSION OF BIDS

- 1) 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.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the

concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. The bids will have to be uploaded in pdf version only. Irrespective of the detailed break-up of various costs/ taxes, L1 vendor will be evaluated by the Finance Committee by manually examining the bids quoted in the pdf version which will be based on the Grand Total Landed Cost at the Consignee's place. In case of any difference in the interpretation on applicability of any tax or rate thereof, the computation will be done by loading all such costs/ rates as applicable and decided by the Finance Committee. It shall be the responsibility of the bidder to include all taxes/ duties/ rates/ cess etc. as payable to the competent authority in the detailed break up of bid. No extra cost (including any tax, duty, rate and cess etc) would be allowed to be included over and above the quoted price in the commercial bid after opening of tender under any circumstances.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) 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 openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) 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.
- 10) 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.
- 11) The bidder will also have to submit a Tender Acceptance Letter, duly signed and sealed by the authorized official on the letter head of the Company/ Firm, as per

Annexure 'L' attached, alongwith the original documents, as in clause (4) above and send to the concerned officer before last date of submission of bid.

ASSISTANCE TO BIDDERS

- 1) 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.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 Help Desk - Toll Free No. 1800 3070 2232 and Mobile Nos 91 7878007972 and 91 7878007973.

Part II – Essential Details of Items/Services required

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

TOTAL NUMBER OF DUAL FREQUENCY GNSS (DGPS) WITH SOFTWARE FOR DATA PROCESSING AND NECESSARY ACCEESSORIES: 41(Forty One) units (One unit comprises of one base and one rover).

<u>Description</u>	<u>Total Qty (in nos)</u>
(a) DUAL FREQUENCY GNSS Receiver with in-built software and Software for data processing	82
(b) GNSS Antenna	82
(c) Antenna Cables along with Cable Caps	164
(d) Height Measuring Device	82
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(k) Transport cases	82
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(m) Tripod Bag	82

(n) Standard Tool kit	82
(o) Carry case with shoulder strip for DUAL FREQUENCY GNSS	82
(p) GNSS processing software	82
(q) Controller	82

Note :

i. All OEM accessories must be supplied.

ii. It is essential that both GNSS (DGPS) Receiver and Antenna should be separate units.

2. Technical Details: The Technical details of the items and other requirements are at **APPENDIX - I.**

3. Two-Bid System - In respect of Two-bid system, Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. The Bidders are advised to submit the compliance statement in the following format along with Technical Bid –

Para of RFP specifications item-wise	Specification of item offered	Compliance to RFP specification – whether Yes / No	In case of non-compliance, deviation from RFP to be specified in unambiguous terms

4. Delivery Period - Delivery period for supply of items would be 08 weeks from the effective date of contract. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

5. INCOTERMS for Delivery and Transportation – (“E” / “F” / “C” / “D” Terms).

Unless otherwise specifically agreed to by the Buyer and the Seller and incorporated in the contract, the applicable rules & regulations for transportation of goods from foreign countries will be as per the contemporary version of International Commercial Terms (INCOTERMS) evolved by International Chamber of Commerce, Paris. Definition of Delivery Period is given below –

TERMS OF DELIVERY

- (a) Local Delivery at Site
- (b) Ex-works
- c) F.O.R Station of Dispatch
- d) By Post Parcel
- e) Dispatch by Air
- f) F.O.R. Destination
- g) C.I.P. Destination
- h) F.A.S. Port of Shipment

DATE OF DELIVERY

The date on which the delivery is made at the consignee's site mentioned in the contract.

The date the Seller delivers the goods to the Buyer at Seller's factory / premises.

The date on which the goods are placed by the Seller on rail with clear Rail Receipt.

The date of postal receipt.

The date of Air-way Bill.

the date on which the goods reach the destination railway station specified in the contract, unless otherwise stated.

The date on which the delivery is effected at the destination mentioned in the contract.

The date on which the Seller deliver the goods alongside the vessel at the specified port of shipment. This date is reflected in Bill of Lading.

i) F.O.B. Port of Shipment

The date on which the Seller deliversthe goods on vessel's board at the specified port of shipment. This date is reflected in Bill of Lading.

j) C.I.F. Port of Destination

The date on which the goods actually arrived at the Destination Port.

Note - The FAS, FOB & CIF terms of delivery are applicable for goods which are directly imported from foreign countries against the subject contract and not imported already by the Seller under its own arrangement.

The CIP terms of delivery may be applied both for domestic as well as imported supplies.

6. Consignee details - The Consignee details are at **APPENDIX- II.**

Part III – Standard Conditions of RFP

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law**: The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract**: The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration**: All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (**Annexure- “B”**, **Annexure-“C”** and **Annexure- “D”**, respectively.).
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 Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present 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 present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on

the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. **Agents / Agency Commission:** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.
6. **Agents/Technical Consultants/Authorised Vendors:** (Applicable in case of foreign vendors only) The vendor is required to give full details of any agents/ technical consultants/ authorised vendors that may have been appointed by them for marketing of this equipment in India. 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 may also be communicated in the offers specifically.
7. If the equipment being offered by the vendor has been supplied/contracted with any organization, public/private in India, the details of the same may be furnished in the technical as well as commercial offers. The vendors 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 vendor 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.

8. **Patent Rights:** The vendor has to confirm that there are no infringements of any Patent Rights in accordance with the laws prevailing in their respective countries.
9. **Access to Books of Accounts:** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.
10. **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.
11. **Liquidated Damages:** 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 this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.
12. **Termination of Contract:** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases :-
 - (a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than (01 month) after the scheduled date of delivery.
 - (b) The Seller is declared bankrupt or becomes insolvent.
 - (c) The delivery of material is delayed due to causes of Force Majeure by more than (01 months) provided Force Majeure clause is included in contract.
 - (d) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
 - (e) As per decision of the Arbitration Tribunal.

13. **Notices**: Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.
14. **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 present Contract or any part thereof.
15. **Patents and other Industrial Property Rights**: The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

16. **Amendments**: No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

17. **Taxes and Duties**

a) **In respect of Foreign Bidders:** All taxes, duties, levies and charges which are to be paid for the delivery of goods, including advance samples, shall be paid by the parties under the present contract in their respective countries.

b) **In respect of Indigenous bidders**

i) **General**

1. If Bidder desires to ask for excise duty or Sales Tax / VAT extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.
2. 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.
3. If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such 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 of such offers summarily.
4. If a Bidder is exempted from payment of any duty/tax up to any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax

which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

5. Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such 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.

ii) Customs Duty –

1. For imported stores offered against forward delivery, the Bidder shall quote prices thereof exclusive of customs duty. The Bidder shall specify separately the C.I.F. prices and total amount of customs duty payable. They will also indicate correctly the rate of customs duty applicable along with Indian Customs Tariff Number. Customs duty as actually paid will be reimbursed on production of necessary documents i.e. (i) Triplicate copy of the bill of entry; (ii) copy of bill of lading; (iii) a copy of foreign principal's invoice. However, if the Bidder imports the stores in question against his own commercial quota Import Licences, he will also be required to submit in addition the triplicate copy of bills of entry etc. a certificate from his Internal Auditor on the bill itself, to the effect that the following items/quantity in the bill of entry related to the stores imported against Defence Buyer contract number..... dated.....
2. Subsequent to the reimbursement of customs duty, the Bidder will submit to the concerned Payment Authority a certificate to the effect that he has not obtained any refund of customs duty subsequent to the payment of duty to the Customs authority by him. In addition, he shall also submit to the Paying Authority concerned a certificate immediately after a period of three months from the date of payment of the duty to customs authorities to the effect that he has not applied for refund of the customs duty subsequent to the payment of duty to the customs authorities by him.
3. In case the Bidder obtains any refund of customs duty, subsequently to the payment of the same by him to the customs authorities and reimbursement of the customs duty to him by the Payment Authority, he should forthwith furnish the details of the refund obtained and afford full credit of the same to the Buyer.

iii) Excise Duty

1. Where the excise duty is payable on ad-valorem basis, the Bidder should submit along with the tender, the relevant form and the Manufacturer's price list showing the actual assessable value of the stores as approved by the Excise authorities.
2. Bidders should note that in case any refund of excise duty is granted to them by Excise authorities in respect of Stores supplied under the contract, they will pass on the credit to the Buyer immediately along with a certificate that the credit so passed on relates to the Excise Duty, originally paid for the stores supplied under the contract. In case of their failure to do so, within 10 days of the issue of the excise duty refund orders to them by the Excise Authorities the Buyer would be empowered to deduct a sum equivalent to the amount refunded by the Excise Authorities without any further reference to them from any of their outstanding bills against the contract or any other pending Government Contract and that no disputes on this account would be raised by them.
3. The Seller is also required to furnish to the Paying Authority the following certificates:
 - (a) Certificate with each bill to the effect that no refund has been obtained in respect of the reimbursement of excise duty made to the Seller during three months immediately preceding the date of the claim covered by the relevant bill.
 - (b) Certificate as to whether refunds have been obtained or applied for by them or not in the preceding financial year after the annual Audit of their accounts also indicating details of such refunds/applications, if any.
 - (c) A certificate along with the final payment bills of the Seller to the effect whether or not they have any pending appeal/protest for refund or partial refund of excise duties already reimbursed to the Seller by the Government pending with the Excise authorities and if so, the nature, the amount involved, and the position of such appeals.
 - (d) An undertaking to the effect that in case it is detected by the Government that any refund from Excise Authority was obtained by the Seller after obtaining reimbursement from the Paying Authority, and if the same is not immediately refunded by the Seller to the Paying Authority giving details and particulars of the transactions, Paying Authority will have full authority to recover

such amounts from the Seller's outstanding bills against that particular contract or any other pending Government contracts and that no dispute on this account would be raised by the Seller.

4. 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 Excise Duty on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.

iv) Sales Tax / VAT

1. If it is desired by the Bidder to ask for Sales tax / VAT to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of sales tax and no liability of sales tax will be developed upon the Buyer.
2. On the Bids quoting sales tax extra, the rate and the nature of Sales Tax applicable at the time of supply should be shown separately. Sales tax will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax and the same is payable as per the terms of the contract.

v) Octroi Duty & Local Taxes

1. Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorised officer. Seller should ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.
2. 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. 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 him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

15. **Pre-Integrity Pact Clause**: An “Integrity Pact” would be signed between the Buyer and the Bidder for purchases exceeding Rs.100 crores. This is a binding agreement between the Buyer and Bidders for specific contracts in which the Buyer promises that it will not 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 Format of Pre-Integrity Clause will be as per Form DPM-10 (Available in MoD website, and can be provided on request). 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 those companies submitting a tender 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 sanctions in case of violation;
 - c. A statement by each Bidder that it has 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 a 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 a Bidding company will be made “in the name and on behalf of the company’s Chief Executive Officer”.
 - g. The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertakings:
 - i. Denial or loss of contracts;
 - ii. Forfeiture of the Bid security and performance 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).

Part IV – Special Conditions of RFP

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

1. Performance Guarantee:

- a. **Indigenous cases:** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee (PBG) should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form DPM-15 (**Annexure–“E”**).
 - b. **Foreign cases:** The Seller will be required to furnish a Performance Guarantee by way of a Bank Guarantee from Seller's Bank through an internationally recognised first class Bank in favour of the Government of India, Ministry of Defence to be confirmed by public sector bank or a private sector bank authorized to undertake government transactions (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) equal to 10(five percent) of the total value of this contract i.e. for US \$ (US Dollars (in words) only). Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The Performance Bank Guarantee shall be considered open upon receipt by the Buyer's Bank. In case any claims or any other contract obligations are outstanding, the Seller will extend the Performance Bank Guarantee as asked for by the Buyer till such time as the Seller settles all claims and completes all contract obligations. The Performance Bank Guarantee will be subject to encashment by the Buyer, in case the conditions regarding adherence to delivery schedule, settlement of claims and other provisions of the contract are not fulfilled by the Seller. The specimen of PBG is given in Form DPM-15 (**Annexure–“E”**).
2. **Option Clause:** The contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the

present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.

3. **Repeat Order Clause** – The contract will have a Repeat Order Clause, wherein the Buyer can order upto 50% quantity of the items under the present contract within six months from the date of supply/successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.
4. **Tolerance Clause** – 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 10 % plus/minus increase or decrease the quantity of the required goods upto that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.
5. **Payment Terms for Indigenous Sellers** - It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 ((**Annexure–“F”**)). The payment will be made as per the following terms, on production of the requisite documents:
 - a. 95% Payment against Inspection note, Proof of despatch, duly supported by Xerox copy of the Bank Guarantee and against Consignee's provisional receipt. Balance of 5% will be paid on receipt of items in good condition by consignee(s) along with user's certificate of complete Installation and successful commissioning.
6. **Payment terms for Foreign Sellers** – Payment equal to 90% of CIF/CIP Cost will be made to the Foreign Supplier through an Irrevocable Letter of Credit to be opened by the Purchaser through his Bankers, on presentation of document of air lifting of consignment, Manufacturer's Warranty / Guarantee and Test Certificates against a Bank Guarantee to be given in **Annexure “G”** for 100% of CIF/CIP Cost i.e before opening of LC, a **Bank Guarantee valid for 12 months** for the entire cost of the equipment will be obtained as security deposit from the supplier with the provision of further extension / revalidation. The advance payable will earn interest at the rate specified by the Bank. The remaining 10% payment will be released / made after inspection and acceptance of the DUAL FREQUENCY GNSS (DGPS)

WITH SOFTWARE FOR DATA PROCESSING by the ultimate consignee and completion of training to DGDE personnel imparted by the firm. The inspection would be made in the presence of the local Agents of the Foreign Supplier and a joint inspection report signed both by the Consignee and the Authorized vendor on behalf of the Foreign Supplier. Performance Security will be released after expiry of the mandatory warranty period. Bank Guarantee submitted by the Tenderer should be unconditional in all cases. An Agreement is also to be signed by the Authorized vendor on behalf of foreign supplier at their cost on non - judicial Stamp paper of Appropriate Value as per specimen at **ANNEXURE "G"**.

7. **Advance Payments**: No advance payment(s) will be made.

8. **Paying Authority**:

a. **In respect of Indigenous Sellers:**

Director General, Defence Estates
Raksha Sampada Bhawan
Ulaan Bataar Marg, Delhi Cantt-110 010.

Contact Details:

Shri K V Nagi Reddy, DDG (C&C)
Phone 011-25674979
E-mail ddgcantts-dgde@nic.in

The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:

- i. Ink-signed copy of contingent bill / Seller's bill.
- ii. Ink-signed copy of Commercial invoice / Seller's bill.
- iii. Copy of Supply Order/Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
- iv. CRVs in duplicate.
- v. Inspection note.
- vi. Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for

EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.

- vii. Exemption certificate for Excise duty / Customs duty, if applicable.
- viii. Bank guarantee for advance, if any.
- ix. Guarantee / Warranty certificate.
- x. Performance Bank guarantee / Indemnity bond where applicable.
- xi. DP extension letter with CFA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.
- xii. Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
- xiii. Any other document / certificate that may be provided for in the Supply Order / Contract.
- xiv. User Acceptance.
- xv. Xerox copy of PBG.

(Note – From the above list, the documents that may be required depending upon the peculiarities of the procurement being undertaken, may be included in RFP)

b. In respect of Foreign Sellers -

Director General, Defence Estates
Raksha Sampada Bhawan
Ulaan Bataar Marg, Delhi Cantt-110 010.

Contact Details:

Shri K V Nagi Reddy, DDG (C&C)
Phone 011-25674979
E-mail ddgcantts-dgde@nic.in

Paid shipping documents are to be provided to the Bank by the Seller as proof of dispatch of goods as per contractual terms 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. 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 current manufacture from OEM.
- vi. Dangerous Cargo certificate, if any.
- vii. Insurance policy of 110% if CIF / CIP contract
- viii. Certificate of Conformity & Acceptance Test at PDI, if any.
- ix. Physio-sanitary / Fumigation Certificate, if any.
- x. Performance Bond / Warranty Certificate

9. **Fall clause -** The following Fall clause will form part of the contract placed on successful Bidder –
- a. The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons/Organisation including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.
 - b. If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organisation including the Buyer or any Deptt, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:--
 - i. Exports by the Seller.

- ii. Sale of goods as original equipment at price lower than lower than the prices charged for normal replacement.
 - iii. Sale of goods such as drugs which have expiry dates.
 - iv. Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private parties and bodies.
- c. The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract – “We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/organisation including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract except for quantity of stores categories under sub-clauses (a),(b) and (c) of sub-para (ii) above details of which are given below -”.

10. Risk & Expense clause –

1. Should the stores or any instalment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any instalment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.
2. Should the stores or any instalment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER’s country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.
3. In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-

- a. Such default.
 - b. In the event of the contract being wholly determined the balance of the stores remaining to be delivered thereunder.
4. Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed 25 % of the value of the contract.”

11. Force Majeure clause

- a. Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), 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 operation, 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 present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
- c. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.
- d. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a 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.

- 12. Specification:** The following Specification clause will form part of the contract placed on successful Bidder - The Seller guarantees to meet the specifications as per Part-II of RFP and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer Services as per modifications/requirements recommended after the Maintenance Evaluation Trials. All technical literature and drawings shall be amended as the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical upgradation/alterations in the design, drawings and specifications

due to change in manufacturing procedures, indigenisation or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques along with necessary tools as a result of up-gradation/alterations will be provided to the Buyer free of cost within (15) days of affecting such up-gradation/alterations.

13. **OEM Certificate**: In case the Bidder is not the OEM, the agreement certificate with the OEM for sourcing the spares shall be mandatory. However, where OEMs do not exist, minor aggregates and spares can be sourced from authorized vendors subject to quality certification.
14. **Export License**: The Bidders are to confirm that they have requisite export license from their Government and Authorization from the manufacturing plant, in case they are not the OEM, to export the military / non-military goods to India.
15. **Earliest Acceptable Year of Manufacture-** _____ Quality/ Life certificate will need to be enclosed with the Bill.
16. **Transportation**: The following Transportation clause will form part of the contract placed on successful Bidder –
 - a. **CIF/CIP** – The stores shall be delivered CIF/CIP Delhi (Port of destination). Seller will bear the costs and freight necessary to bring the goods to the port of destination. The Seller also has to procure marine insurance against the Buyer's risk of loss of or damage to goods during the carriage. The Seller will contract for insurance and pay the insurance premium. Seller is also required to clear the goods for export. The stores shall be delivered to the Buyer by Indian ships only. The date of issue of the Bill of Lading shall be considered as the date of delivery. No part shipment of goods would be permitted. Trans-shipment of goods would not be permitted. In case it becomes inevitable to do so, the Seller shall not arrange part-shipments and/or transshipment without the express/prior written consent of the Buyer. The goods should be shipped by Indian vessels only. However, the Seller can still utilize the services of the MoD, Govt of India Freight Forwarding Agent details for which will be provided by the Buyer. Seller will be required to communicate the following information invariably by telex/signed in case of import of Defence Stores being brought in commercial ships to Embarkation Head Quarters concerned well in advance before the Ship sails the port of loading:
 - i. Name of the Ship
 - ii. Port of Loading and name of Country.

- iii. ETA at port of Discharge i.e. Bombay, Calcutta, Madras and Cochin.
- iv. Number of Packages and weight.
- v. Nomenclature and details of major equipment.
- vi. Special instructions, if any stores of sensitive nature requiring special attention.

OR

- b. **FOB/FAS** -- The stores shall be delivered FOB (as per INCOTERMS 2000, or latest version). The stores shall be delivered to the Buyer by Indian Ships only. In case of FOB/FAS contracts, shipping arrangements shall be made by the Shipping Co-ordination and Chartering Division/Shipping Co-ordination and Officer, Ministry of Surface Transport, New Delhi, India. Notice about the readiness of Cargo for shipment shall be given by the supplier from time to time at least eight weeks in advance for finalizing the shipping arrangement, through Fax/Telex and courier, to the Chief Controller of Chartering, Shipping Co-ordination Officer, Ministry of Surface Transport, Government of India, New Delhi. Within 3 (three) weeks of receipt of the advance notice, as above, the said Chief Controller of Chartering, Shipping Coordination Officer will advise the supplier, through Fax/Telex and courier when and on board what vessels, these goods or such part thereof are to be delivered. If the advice for shipping arrangement is not furnished to the Seller within 3 (three) weeks as aforesaid or if the vessel arranged is scheduled to arrive at the specified port of loading later than 15 (fifteen) days of the date of readiness of cargo, as aforesaid, the Seller may arrange for such transport on alternative carriers with the prior written consent of the Buyer. Where the Seller is required under the contract to deliver the goods on FOB/FAS basis and to arrange on behalf and at the expense of the Buyer for ocean transportation on Indian flag vessels or vessels of conference lines in which India is a member country, the Seller may arrange for such transportation on alternate carriers if the specified Indian flag vessels or conference vessels are not available to transport the goods within the time period(s) specified in the contract, with the prior written consent of the Buyer. Should the goods or any part thereof be not delivered on the nominated vessel (except in case where prior written consent of the Buyer was obtained), the Seller will be liable for all payments and expenses that the Buyer may incur or be put to, by reason of such non-delivery including dead and extra freight, demurrage of vessels and any other charges, whatsoever incurred by the Buyer. The date of issue of the Bill of Lading shall be considered as the date of delivery. No part shipment of goods would be permitted. Trans-shipment of goods would not be permitted. In case it becomes inevitable to do so, the Seller shall not arrange part-shipments and/or transshipment without the express/prior written consent of the Buyer. The Seller may contact Shipping Officer, Ministry of Surface Transport, Chartering Wing,

Transport Bhavan, Parliament Street, New Delhi-110011 (Telegraphic Address: TRANSCART, NEW DELHI-1, Telex "VAHAN" In 31-61157 OR 31-61158, Phone 2371 9480, Fax 2371 8614).

OR

- a. **FCA** - The delivery of the goods shall be FCA _____ Airport. The dispatch of goods shall be made by air to port consignee. The Buyer shall advise full details of its freight forwarder to the Seller no later than 60 days prior to the delivery of the first consignment otherwise the Seller may nominate the freight forwarder which shall be at the Buyer's expense. Any delay in advising or delay by the freight forwarder shall be at the responsibility of the Buyer. The date of issue of the Air Way Bill shall be considered as the date of delivery.
17. **Air lift**: The following Airlift clause will form part of the contract placed on successful Bidder - Should the Buyer intend to airlift all or some of the stores, the Seller shall pack the stores accordingly on receipt of an intimation to that effect from the Buyer. Such deliveries will be agreed upon well in advance and paid for as may be mutually agreed.
18. **Packing and Marking**: The following Packing and Marking clause will form part of the contract placed on successful Bidder –
- 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, and with seasoned wood. The packing cases should have hooks for lifting by crane/fork lift truck. Tags with proper marking 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. Each spare, tool and accessory shall be packed in separate cartons. A label in English shall be pasted on the carton indicating the under mentioned details of the item contained in the carton. A tag in English with said information shall also be attached to six samples of the item. If quantity contracted is less than six then tag shall be affixed to complete quantity contracted of the item. The cartons shall then be packed in packing cases as required.
- i. Part Number :
 - ii. Nomenclature :
 - iii. Contract annex number :
 - iv. Annex serial number :
 - v. 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 the English language as follows:-
 - i. EXPORT
 - ii. Contract No. -----
 - iii. Consignee -----
 - iv. Port / airport of destination -----
 - v. Ultimate consignee -----
 - vi. SELLER -----
 - vii. Package No. -----
 - viii. Gross/net weight : -----
 - ix. Overall dimensions/volume : -----
 - x. The Seller's marking.
- 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 the damage of deterioration during transportation by land, air or sea. In this case the Buyer shall finalize the marking with the Seller.
19. **Quality**: The quality of the stores delivered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in Seller's country or specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the stores to be supplied under this Contract shall be new i.e. not manufactured before (Year of Contract), and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past if any. The Seller shall supply an interchangeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.
20. **Quality Assurance**: Seller would provide the Standard Acceptance Test Procedure (ATP) within 01 month of this date of contract. Buyer reserves the right to modify the ATP. Seller would be required to provide all test facilities at his premises for acceptance and inspection by Buyer. The details in this regard will be coordinated during the negotiation of the contract. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.

21. **Demonstration Of Dual Frequency GNSS(DGPS):** The tenderer will arrange demonstration of DUAL FREQUENCY GNSS, in question, at National Institute of Defence Estates Management Government Of India, Ministry Of Defence, Raksha Sampada Bhawan, Ulaan Baatar Marg, Delhi Cantt-100 010 – (INDIA), free of cost, either directly or through authorized Authorized vendors / Dealers / Distributors, as the case may be, to verify whether the DUAL FREQUENCY GNSS WITH SOFTWARE FOR DATA PROCESSING meets the Technical requirement,/criteria as indicated in the technical specifications given in **Appendix-I** . Short listed tenderers will be required to demonstrate the DUAL FREQUENCY GNSS WITH SOFTWARE FOR DATA PROCESSING on **dates to be intimated while finalizing the acceptance of technical bids** to the **Technical Evaluation Committee**. No further extension of time will be entertained under any circumstances.
22. **Joint Receipt Inspection:** The following Joint Receipt Inspection clause will form part of the contract placed on successful Bidder –
- a. The Parties agree that the Joint Receipt Inspection (JRI) of delivered goods shall be conducted on arrival in India at location to be nominated by the Buyer, i.e. at NIDEM, Raksha Sampada Bhawan, Delhi Cantt. JRI will consist of-
 - i. Quantitative checking to verify that the quantities of the delivered goods correspond to the quantities defined in this contract and the invoices.
 - ii. Complete functional checking of the stores/equipment as per specifications in the contract and as per procedures and tests laid down by Buyer but functional checking of spares shall not be done.
 - iii. Check proof and firing, if required.
 - b. After All sets of equipments have been received at a central location i.e. at NIDEM, Raksha Sampada Bhawan, Delhi Cantt., the JRI will be carried out by teams of SDOs of the Department, nominated for this purpose by DG DE, in presence of the representatives of the supplier within a period of 7-10 days immediately after receipt of the equipment. After the proper physical examination and testing of equipments is done by the teams of SDOs, requisite certificates will be obtained from them and seen by the TEC. Thereafter, the supplier will be required to deliver the set of rover and base to each of the Consignees i.e. 41 DEOs/Independent ADEOs.
 - c. Preliminary inspection of the stores will be carried out by the supplier at the factory before dispatch. The final joint inspection will be carried out at the consignee's site after receipt of the consignment as mentioned above. In case of

defective supply due to latent manufacturing defects/ transit damage, the same has to be removed and replaced at the supplier's cost. **All the inland expenses including insurance are to be met by the supplier.**

23. **Franking clause** – The following Franking clause will form part of the contract placed on successful Bidder –
- a. **Franking Clause in the case of Acceptance of Goods** “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. **Franking Clause in the case of Rejection of Goods** “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.”
24. **Claims:** The following Claims clause will form part of the contract placed on successful Bidder –
- a. The claims may be presented either: (a) on quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing, or (b) on quality of the stores, where quality does not correspond to the quality mentioned in the contract.
 - b. The quantity claims for deficiency of quantity shall be presented within 45 days of completion of JRI and acceptance of goods. The quantity claim shall be submitted to the Seller as per Form DPM-22 (**ANNEXURE “H”**).
 - c. The quality claims for defects or deficiencies in quality noticed during the JRI shall be presented within 45 days of completion of JRI and acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 45 days after expiry of the guarantee period. The quality claims shall be submitted to the Seller as per Form DPM-23 (**ANNEXURE “I”**).
 - d. The description and quantity of the stores are to be furnished to the Seller along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will settle the claims within 45 days from the date of the receipt of the claim at the Seller's office, subject to acceptance of the claim by the Seller. In case no response is received during this period the claim will be deemed to have been accepted.
 - e. 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 under Seller's arrangement.

- f. Claims may also be settled by reduction of cost of goods under claim from bonds submitted by the Seller or payment of claim amount by Seller through demand draft drawn on an Indian Bank, in favour of Director, National Institute of Defence Estates Management.
- g. The quality claims will be raised solely by the Buyer and without any certification/countersignature by the Seller's representative stationed in India.

25. **Warranty** –

The following Warranty will form part of the contract placed on the successful Bidder –

- i. The Seller warrants that the goods supplied under the contract conform to technical specifications prescribed and shall perform according to the said technical specifications.
- ii. The Seller warrants for a period of 60 months from the date of acceptance of stores by Joint Receipt Inspection or date of installation and commissioning, whichever is later, that the goods/stores supplied under the contract and each component used in the manufacture thereof shall be free from all types of defects/failures.
- iii. If within the period of warranty, the goods are reported by the Buyer to have failed to perform as per the specifications, the Seller shall either replace or rectify the same free of charge, within a maximum period of 45 days of notification of such defect received by the Seller, provided that the goods are used and maintained by the Buyer as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration of downtime. Record of the down time would be maintained by the user in the logbook. Spares required for warranty repairs shall be provided free of cost by the Seller. The Seller also undertakes to diagnose, test, adjust, calibrate and repair/replace the goods/equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the Buyer and the Seller.
- iv. The Seller also warrants that necessary service and repair back up during the warranty period of the equipment shall be provided by the Seller and he will ensure that the downtime is within 15 days.
- v. The Seller shall associate technical personnel of the Maintenance agency and Quality Assurance Agency of the Buyer during warranty

repair and shall also provide the details of complete defects, reasons and remedial actions for defects.

- vi. If a particular equipment/goods fails frequently and/or, the cumulative down time exceeds 10 % of the warranty period, the complete equipment shall be replaced free of cost by the Seller within a stipulated period of 30 days of receipt of the notification from the Buyer. Warranty of the replaced equipment would start from the date of acceptance after Joint Receipt Inspection by the Buyer/date of installation and commissioning.
- vii. In case the complete delivery of Engineering Support Package is delayed beyond the period stipulated in this contract, the Seller undertakes that the warranty period for the goods/stores shall be extended to that extent.
- viii. The Seller will guarantee the shelf life of (10) years under the Indian tropical condition as given below:
 - 1. Minimum temperature - -
 - 2. Maximum temperature ---
 - 3. Average Humidity ---

26. **Product Support:** The following Product Support clause will form part of the contract placed on successful Bidder –

- a. The Seller agrees to provide Product Support for the stores, assemblies/subassemblies, fitment items and consumables, Special Maintenance Tools(SMT)/Special Test Equipments (STE) subcontracted from other agencies/ manufacturer by the Seller for a maximum period of 10 years including 5 years of warranty period after the delivery of _____(name of equipment).
- b. The Seller agrees to undertake Maintenance Contract for a maximum period of _____ months, extendable till the complete Engineering Support Package is provided by the Seller.
- c. In the event of any obsolescence during the above mentioned period of product support in respect of any component or sub-system, mutual consultation between the Seller and Buyer will be undertaken to arrive at an acceptable solution including additional cost, if any.
- d. Any improvement/modification/ up gradation being undertaken by the Seller or their sub suppliers on the stores/equipment being purchased under the Contract will be communicated by the Seller to the Buyer and, if required by the Buyer, these will be carried out by the Seller at Buyer's cost.

- e. The Seller agrees to provide an Engineering Support Package as modified after confirmatory Maintenance Evaluation Trials (METs). The SELLER agrees to undertake the repair and maintenance of the equipment, SMTs/STEs test set up, assemblies/sub assemblies and stores supplied under this contract for a period of _____ years as maintenance contract as specified or provision of complete Engineering Support Package to the Buyer whichever is later, as per terms and conditions mutually agreed between the Seller and the Buyer.
27. **Annual Maintenance Contract (AMC) Clause** - The following AMC clause will form part of the contract placed on successful Bidder -
- a. The Seller would provide comprehensive AMC for a period of ____years. The AMC services should cover the repair and maintenance of all the equipment and systems purchased under the present Contract. The Buyer Furnished Equipment which is not covered under the purview of the AMC should be separately listed by the Seller. The AMC services would be provided in two distinct ways:
 - i. **Preventive Maintenance Service:** The Seller will provide a minimum of four 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 maintenance service to make the equipment/system serviceable.
 - b. Response time: The response time of the Seller should not exceed _____hours from the time the breakdown intimation is provided by the Buyer.
 - c. Serviceability of _____ % per year is to be ensured. This amounts to total maximum downtime of _____ days per year. Also unserviceability should not exceed _____ days at one time. Required spares to attain this serviceability may be stored at site by the Seller at his own cost. Total down time would be calculated at the end of the year. If downtime exceeds permitted downtime, LD would be applicable for the delayed period.
 - d. Maximum repair turnaround time for equipment/system would be days. However, the spares should be maintained in a serviceable condition to avoid complete breakdown of the equipment/system.
 - 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 item being taken.
- g. The Buyer reserves its right to terminate the maintenance contract at any time without assigning any reason 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 to it as per the contract terms.

28. **Engineering Support Package (ESP) clause** - The following ESP clause will form part of the contract placed on successful Bidder –

- a. **Repair Philosophy:** The Engineering Support Philosophy shall conform to the repair philosophy as follows:
 - i. **Unit level repairs** - These are repairs carried out within the unit holding this equipment with tools generally held within the unit or supplied by the manufacturer with each equipment or as per scaling of 1:10 or any other scaling recommended by the manufacturer as per population held in the unit. These pertain to cleaning, lubrications, minor repairs and replacement of components and minor assemblies that can be carried out in field without any sophisticated tools or test equipment. For carrying out such repairs, the manufacturer is required to provide the following:-
 - 1. Table of Tools and Equipment (TOTE) with each equipment including operators manual.
 - 2. Scaling of special tools and spares as mentioned above including Maintenance manual.
 - ii. **Field Repairs** – These are repairs carried out in the field by technicians specially trained for this purpose and where the required special tools and spares have to be provided. These repairs comprise replacement of major assemblies and other components beyond the scope of unit level repairs. Normally a field work shop that carries out such repairs looks after three to four units holding the said equipment. The manufacturer is required to provide the following:-
 - 1. Quantity and specification of spares that need to be stocked for a population of _____ equipment.

2. Special Maintenance Tools and Test Equipment that need to be provided to each such field work shop. (The total number of such facilities would also have to be stated based on deployment pattern of the concerned equipment to carryout total costing).
- iii. **Base overhaul** - All repairs including repairs to components, subassemblies and overhaul of the complete equipment are carried out by this facility. Depending on the population of the equipment, one to five such facilities may be established in India for this purpose (The actual No would have to be stated for costing).The manufacturer is required to provide the following:-
1. All Special Maintenance Tools, jigs, fixtures and test equipment for carrying out repairs up to component level.
 2. Quantity and specification of spares, sub assemblies as per population expected to be maintained.
 3. Oils and lubricants necessary for overhaul.
 4. All necessary technical literature.
 5. Calibration facilities for test equipment.This level of repair defines stripping and rebuilding of equipment in a Base workshop.
- b. **Manufacturers Recommended List of Spares (MRLS).** - Based on the explanation given above, Bidders are requested to provide MRLS to sustain the equipment for a period of 05 years for various levels of repair. Bidders will be required to provide this with the Technical proposal.
- c. **Special Maintenance Tools and Test Equipment** - This is to be formulated in a similar manner as explained for MRLS. A suggested format is given at Form DPM-17 (**ANNEXURE – “J”**) and is to be included in both Technical and Commercial Proposals. The cost column may be left blank in the Technical Proposal.
- d. **Technical Literature** - The details of technical literature to be supplied with the system should be listed as per the suggested format at Form DPM-18 (**ANNEXURE – “K”**). This should be provided with both Technical and Commercial Proposals. The cost column may be left blank in the Technical Proposal.
- e. **Miscellaneous Aspects** (Applicable only when trials are required) - In cases where the equipment is required to undergo trials, the equipment will also be put through Maintenance Evaluation Test. Based on this evaluation and in consultation with the supplier, the MRLS may be refined.

During user trials it may be brought out that the equipment is acceptable subject to carrying out certain modifications / improvements.

- f. **Maintainability Evaluation Trials (MET).** This is carried with a view to facilitate provisioning of effective engineering support during life cycle of the equipment. This would involve stripping of the equipment and carrying out recommended tests and adjustments and establishing adequacy of maintenance tools, test equipment and technical literature. MET details will be given as per format given at Form DPM-20 (Available in MoD website and can be given on request). To facilitate this process the Bidder is required to provide the following :-
- i. Technical Literature.
 1. User Handbook/Operators Manual in English and Hindi.
 2. Design Specifications.
 3. Technical Manuals.
 - a. Part I Tech description, specifications, functioning of various systems.
 - b. Part II Inspection/Maintenance tasks repair procedures, materials used, fault diagnosis and use of Special Maintenance Tools (SMTs)/Special Test Equipment (STEs).
 - c. Part III Procedure for assembly/disassembly, repair up to component level, safety precautions.
 - d. Part IV Part list with drawing reference and List of SMTs/STEs Test Bench.
 4. Manufacturers Recommended List of Spares (MRLS).
 5. Illustrated Spare Parts List (ISPL) and along with the prices in the Commercial offer.
 6. Technical Manual on STE with drawing reference.
 7. Complete Equipment Schedule.
 8. Table of Tools & Equipment (TOTE) & carried spares.
 9. Rotable list, norms of consumption, mandatory/ non mandatory spares list for each system.
 - ii. One set of Gauges
 - iii. One set of Special Maintenance Tools (SMTs).
 - iv. One set of Special Test Equipment (STEs).
 - v. Servicing Schedule.
 - vi. Condemnation limits.
 - vii. Permissive repair schedule.
 - viii. Packing specifications /instructions.
 - ix. Design Specifications.
 - x. Any additional information suggested by the OEM.

29. Eligibility Criteria :- The tenderer/bidder must possess minimum eligibility criteria mentioned under to participate in the tender :-

- (a) Should possess minimum 5 years experience in the relevant field of marketing in DUAL FREQUENCY GNSS (DGPS) WITH SOFTWARE FOR DATA

PROCESSING in bulk quantity. In case of authorized vendor appointed by the foreign principal (OEM), the OEM should have supplied the DUAL FREQUENCY GNSS (DGPS) WITH SOFTWARE FOR DATA PROCESSING to Government of India offices/ PSUs in the past 5 years either directly or through their Authorized vendor.

- (b) Should have minimum turnover of Rs 10 Crores per annum. (Should be substantiated with I.T. returns and audited balance sheets).
- (c) Indian manufacturers should have got registered under the provisions of the Companies Act.
- (d) In respect of authorized vendors (Indian vendors) of the Foreign Principals/OEM who would like to furnish bids on behalf of the Foreign Principals/OEM, the following conditions shall apply and following particulars/documents be given-
 - (i) As per Rule 143 of GFR, 2005, it will be necessary for the Indian Authorised Vendors who desire to quote directly on behalf of their Foreign Principals or OEM, to get themselves enlisted with the Central Purchase Organization i.e. (DG S&D), under the Compulsory Establishment Scheme of the Department of Expenditure, Ministry of Finance. However, such enlistment is not equivalent to registration of suppliers as mentioned under Rule 142 of GFR, 2005. In case Authorized Vendor quotes for Foreign Principals/OEM, then Principals/OEM's original proforma invoice with the price bid should be submitted. In such a case, Compulsory Enlistment may not be necessary.
 - (ii) Authority letter from their Foreign Principals/OEM.
 - (iii) Warranty Certificate from their Foreign Principals/OEM.
 - (iv) Attested photocopy of the Agreement between the Foreign Principals/OEM and the Authorised Vendor for sale of foreign goods in India.
 - (v) Photocopy of latest Income Tax Certificate having Permanent Account Number.
 - (vi) Technical brochure/literature/catalogue of the Main Dual Frequency GNSS with software for Data Processing equipment quoted for.
 - (vii) Photocopies of supply orders from Central/State Govt/PSUs for supply of items.
- (e) Should have sold the similar product to any Government Organization/ PSU in bulk quantity.
- (f) Should have facility to organize after sales service support in India.

- (g) ISO Certification – The Indigenous bidders offering DUAL FREQUENCY GNSS (DGPS) WITH SOFTWARE FOR DATA PROCESSING should be an ISO Certified Company with Certified Service Centres in India.
- (h) The foreign suppliers (OEM/authorized vendor) offering Dual Frequency GNSS (DGPS) with Software for Data Processing should give a list of Authorized Service Centres in India for providing after sales service/support in respect of the product.
- The above mentioned **eligibility criteria details** must be asked in the following format after making necessary changes in the below form*

1. Name & Address including e-mail

ID and Telephone contact details of the Bidder/Concern.

- (i) Should possess minimum 5 years experience in the relevant field of marketing in DUAL FREQUENCY GNSS (DGPS) WITH SOFTWARE FOR DATA PROCESSING in bulk quantity. In case of authorized vendor appointed by the foreign principal (OEM), the OEM should have supplied the DUAL FREQUENCY GNSS (DGPS) WITH SOFTWARE FOR DATA PROCESSING to Government of India offices/ PSUs in the past 5 years either directly or through their authorized Authorized vendor.
- (j) Should have minimum turnover of Rs 10 Crores per annum. (Should be substantiated with I.T. returns and audited balance sheets).
- (k) Indian manufacturers should have got registered under the provisions of the Companies Act.
- (l) Please indicate the following particulars through supporting documents in respect of authorized vendors:
 - 1. The precise relationship between the foreign supplier/OEM and their authorized vendor.
 - 2. The mutual interest which the foreign supplier/OEM and the authorized vendor have in the business of each other.
 - 3. Authorized vendor's Permanent Income Tax Account Number. Also Photocopies of latest Income Tax Certificate issued by the IT authorities.
 - 4. Authority letter from their Foreign Principals/OEM.
 - 5. Warranty Certificate from their Foreign Principals/OEM.
 - 6. Technical brochure/literature/catalogue of the Main Dual Frequency GNSS with software for Data Processing equipment quoted for.

- (m) Should have sold the similar product to any Government Organization/ PSU in bulk quantity. Photocopies of supply orders from Central/State Govt/PSUs for supply of items should be enclosed.
- (n) ISO Certification – The Indigenous bidders offering DUAL FREQUENCY GNSS (DGPS) WITH SOFTWARE FOR DATA PROCESSING should be an ISO Certified Company with Certified Service Centres in India.
- (o) The foreign suppliers (OEM/authorized vendor) offering Dual Frequency GNSS (DGPS) with Software for Data Processing should give a list of Authorized Service Centres in India for providing after sales service/support in respect of the product.

Signature (with Stamp).....

Name.

Designation

Company

Seal.....

- 30.** This Tendering Process and Procurement is subject to the provisions of General Financial Rule 2005, Manual on Policies and Procedure for Purchase of Goods published by Ministry of Finance, Department of Expenditure, **Defence Procurement Manual, 2009 and related Guidelines issued by CVC. In case of any difference in the interpretation of any clause, the provisions of General Financial Rules, 2005 and Defence Procurement Manual, 2009 shall hold good.**

Part V – Evaluation Criteria & Price Bid issues

1. **Evaluation Criteria -** The broad guidelines for evaluation of Bids will be as follows:
 - a. Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
 - b. In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.
 - c. The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows:
 - i. In cases where only indigenous Bidders are competing, all taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.
 - ii. In cases where both foreign and indigenous Bidders are competing, following criteria would be followed –
 1. In case of foreign Bidders, the basic cost (CIF) quoted by them would be the basis for the purpose of comparison of various tenders.
 2. In case of indigenous Bidders, excise duty on fully formed equipment would be offloaded.
 3. Sales tax and other local levies, i.e. octroi, entry tax etc would be ignored in case of indigenous Bidders.
 - d. The Bidders are required to spell out the rates of Customs duty, Excise duty, VAT, Service Tax, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty / Excise Duty / VAT 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 duties will be entertained after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs duty / Excise Duty / VAT duty upto any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of Customs duty / Excise Duty / VAT, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and VAT also.

- e. 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.
- f. If there is a 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. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
- g. The Buyer reserves the right to evaluate the offers received by using Discounted Cash Flow method at a discounting rate of _____%. In case cash flow involves more than one currency, the same will be brought to a common denomination in Indian Rupees by adopting exchange rate as BC Selling rate of the State Bank of India on the date of the opening of Price Bids.
- h. The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

- i. Any other criteria as applicable to suit a particular case.
2. **Price Bid Format:** The Price Bid Format is given below and Bidders are required to fill this up correctly with full details:

- a. Basic cost of the item/items:

	Item	Unit price	Qty	Total
i.	A			
ii.	B			
iii.	C			
iv.	Total of Basic Price			

** Not specified clearly about above points A, B, C

- b. Accessories
- c. Installation / Commissioning charges
- d. Training
- e. Technical literature
- f. Tools
- g. AMC with spares
- h. AMC without spares
- i. Any other item
- j. Is Excise Duty extra?
- k. If yes, mention the following –
 - i. Total value of items on which Excise Duty is leviable:
 - ii. Rate of Excise duty (item-wise if different ED is applicable):
 - iii. Surcharge on Excise duty, if applicable?
 - iv. Total value of excise duty payable:
- l. Is Excise Duty Exemption (EDE) required:
- m. If yes, then mention and enclose the following:
 - i. Excise notification number under which EDE can be given:
- n. Is VAT extra?
- o. If yes, then mention the following:

- i. Total value on which VAT is leviable:
 - ii. Rate of VAT:
 - iii. Total value of VAT leviable:
- p. Is Service Tax extra?
- q. If yes, then mention the following:
 - i. Total value of Services on which Service Tax is leviable:
 - ii. Rate of Service Tax leviable:
 - iii. Total value of Service Tax leviable:
- r. Is Custom Duty Exemption (CDE) required:
- s. If yes, then mention the following:
 - i. Custom notification number under which CDE can be given(Enclose a copy):
 - ii. CIF value of stores to be imported:
 - iii. Rate of Customs Duty payable:
 - iv. Total amount of Customs Duty payable:
- t. Octroi / Entry taxes:
- u. Any other Taxes / Duties / Overheads / Other costs:
- v. Grand Total:
 - i. Excluding AMC and spares
 - ii. Including AMC with spares
 - iii. Including AMC without spares

APPENDIX –“I”

Technical Specifications of the Equipment Required

SI No.	Description	Specifications	
		BASE	ROVER
(A)	GNSS RECEIVER		
a.	Measuring modes	Static, Real time Kinematic	Static, Real time Kinematic
b.	Horizontal Accuracy	(i). 3mm ± 0.3 ppm (Static & Fast Static) or better in post processing (ii). 10mm ± 1 ppm or better in RTK	(i). 3mm ± 0.3 ppm (Static & Fast Static) or better in post processing (ii). 10mm ± 1 ppm or better in RTK
c.	Satellite Tracking	Minimum of 50 channels with SBAS capable. GPS: L1, L2, L2C GLONASS: L1, L2	Minimum of 50 channels with SBAS capable. GPS: L1, L2, L2C GLONASS: L1, L2
d.	Data collection interval	Selectable 1 to 60 seconds.	Selectable 1 to 60 seconds.
e.	Internal data recording capacity	2GB or better, optional recording on USB Port.	2GB or better, optional recording on USB Port.
f.	Power	Nominal 12V DC. Facility for connecting a minimum of two external batteries, with automatic swapping between power sources without affecting data recording.	Nominal 12V DC. Facility for connecting a minimum of two external batteries, with automatic swapping between power sources without affecting data recording.
g.	Operating Temperature Range	-10°C to 55°C or better	-10°C to 55°C or better
h.	User interface to	Display of battery percentage,	Display of battery percentage, Logging of

	enable	Logging of data	data
i.		Rugged, lightweight & waterproof.	Rugged, lightweight & waterproof.
j.	Firmware (Software)	Five (5) year firmware upgrades facility without additional cost.	Five (5) year firmware upgrades facility without additional cost.
(B)	GNSS ANTENNA		
a.	Dual Frequency Geodetic Antenna	<p>a. The antenna should be equipped with proper filtering devices to filter out the interfering signals, Any upgrades / updates should also be made available free of cost throughout the warranty period.</p> <p>b. Capable to achieve the desired accuracy as mentioned in SI. No. A (b) above,</p>	<p>a. The antenna should be equipped with proper filtering devices to filter out the interfering signals, Any upgrades / updates should also be made available free of cost throughout the warranty period.</p> <p>b. Capable to achieve the desired accuracy as mentioned in SI. No. A (b) above,</p>
b.	Antenna Cables	<p>Two (2) antenna cables to be provided for each receiver, one each of the following lengths:</p> <p>10-15 meter (minimum)</p> <p>1.5 -5 meter (approximate)</p>	<p>Two (2) antenna cables to be provided for each receiver, one each of the following lengths:</p> <p>10-15 meter (minimum)</p> <p>1.5 -5 meter (approximate)</p>
(C)	GNSS Receiver Accessories		
a.	Internal Battery Set and Charging Equipment	<p>a. Rechargeable battery with charger</p> <p>b. Additional Port for external battery connection.</p>	<p>a. Rechargeable battery with charger</p> <p>b. Additional Port for external battery connection.</p>

		c. Each battery to be capable of operating the receiver for at least 8 hours.	c. Each battery to be capable of operating the receiver for at least 8 hours.
b.	Tribrach and Adaptor	a. Tribrach with optical plummet b. Appropriate adaptor/carrier, to attach antenna to Tribrach.	a. Tribrach with optical plummet b. Appropriate adaptor/carrier, to attach antenna to Tribrach.
c.	Spare Power Cable	a. If a cable is required to connect the standard batteries to the receiver, a spare power cable is to be provided. b. To be professionally made, all joints sealed and caps provided for connectors.	a. If a cable is required to connect the standard batteries to the receiver, a spare power cable is to be provided. b. To be professionally made, all joints sealed and caps provided for connectors.
d.	Operator's Manual	Full set of original manuals.	Full set of original manuals.
e.	Transport Cases	a. Appropriate transport cases which can house all equipment except tripod. b. To be impact resistant and weatherproof	a. Appropriate transport cases which can house all equipment except tripod. b. To be impact resistant and weatherproof
f.	Tripod	Heavy duty lightweight Tripod with appropriate centering device & carrying bag.	Heavy duty lightweight Tripod with appropriate centering device & carrying bag.
(D)	CONTROLLER		
	a. Operating system	Windows mobile 6.0 or higher	Windows mobile 6.0 or higher
	b. Display	Colour, day light readable, touch screen with backlight illumination	Colour, day light readable, touch screen with backlight illumination
	c. Keyboard	Full alphanumeric hard QWERTY with colour graphic display with	Full alphanumeric hard QWERTY with colour graphic display with

		windows mobile platform	windows mobile platform
	d. Communication	Bluetooth, serial port, USB port, Wi Fi	Bluetooth, serial port, USB port, Wi Fi
(E)	SOFTWARE		
a.	Software	<p>a. Observation configuration software with Precision Time snapping Tool during the observation on all the versions of windows</p> <p>b. Data downloading software must be compatible on all the versions of windows</p> <p>c. Appropriate baseline processing software sufficient to achieve the desired accuracy as specified in Sl. No. A (b) above.</p> <p>d. Software must be capable of processing all types of satellite data in dual frequency mode.</p> <p>e. Must have full mission planning software to provide full information on, and plots of: Satellite visibility PDOP & GDOP Satellite azimuth & elevation.</p> <p>f. Automatic data processing on different measuring modes i.e. Static/Fast or Rapid Static Kinematics Stop & Go/Kinematics Continuous.</p>	<p>a. Observation configuration software with Precision Time snapping Tool during the observation on all the versions of windows</p> <p>b. Data downloading software must be compatible on all the versions of windows</p> <p>c. Appropriate baseline processing software sufficient to achieve the desired accuracy as specified in Sl. No. A (b) above.</p> <p>d. Software must be capable of processing all types of satellite data in dual frequency mode.</p> <p>e. Must have full mission planning software to provide full information on, and plots of: Satellite visibility PDOP & GDOP Satellite azimuth & elevation.</p> <p>f. Automatic data processing on different measuring modes i.e. Static/Fast or Rapid Static Kinematics Stop & Go/Kinematics Continuous.</p>

		<p>g. Non system specific, No software key & no LAN requirement for running of the software.</p> <p>h. Software should be interactive.</p> <p>i. Output of full statistical data with result to enable analysis of data quality.</p> <p>j. Capable of importing and exporting RINEX format data.</p> <p>k. Facility for creation and application of user defined ellipsoid.</p> <p>l. Processing software should have the capability to process raw data of different sampling time interval.</p> <p>m. One set of original software on CD</p> <p>n. Full set of software manuals.</p> <p>o. Upgrades /update /new version to be supported free of cost along with training, throughout the service life of the instrument.</p>	<p>g. Non system specific, No software key & no LAN requirement for running of the software.</p> <p>h. Software should be interactive.</p> <p>i. Output of full statistical data with result to enable analysis of data quality.</p> <p>j. Capable of importing and exporting RINEX format data.</p> <p>k. Facility for creation and application of user defined ellipsoid.</p> <p>l. Processing software should have the capability to process raw data of different sampling time interval.</p> <p>m. One set of original software on CD</p> <p>n. Full set of software manuals.</p> <p>o. Upgrades /update /new version to be supported free of cost along with training, throughout the service life of the instrument.</p>
b.	Training	<p>Training will have to be imparted to the staff of the each consignee DEO/ADEO at Command level in India for 3-5 people from each consignee office for 5 days by the supplier free of cost within 1 month from the date of purchase.</p>	<p>Training will have to be imparted to the staff of the each consignee DEO/ADEO office at at Command level in India for 3-5 people from each consignee office for 5 days by the supplier free of cost within 1 month from the date of purchase.</p>

c.	Technical evaluation	Instruments precision & accuracy of the results shall be checked against the standard baseline (about 10 km length).	Instruments precision & accuracy of the results shall be checked against the standard baseline (about 10 km length).
d.	Warranty & Maintenance Agreement	<p>a. Minimum five years warranty for GNSS.</p> <p>b. In case supplier fails to rectify the system within seven days from date of filling the complaint, alternate system should be provided as a standby by the supplier during the warranty period.</p>	<p>a. Minimum five years warranty for GNSS.</p> <p>b. In case supplier fails to rectify the system within seven days from date of filling the complaint, alternate system should be provided as a standby by the supplier during the warranty period.</p>

Important Notes:

1. Only reputed brand should be quoted
2. **ISO Certifications:** The Company offering DUAL FREQUENCY GNSS (DGPS) WITH SOFTWARE FOR DATA PROCESSING should be an ISO certified company with a certified service centre in India.
3. **Training:** Free on site (at Command level) and it should be provided **within one month** after supplying the equipment.
4. **Warranty:** Minimum 5 years for equipment and all accessories including batteries/charger, Warranty certificate for all individual item or equipment must be provided.
5. **Custom duty exemption certificate** will be provided to supplier by Director, NIDEM.
6. **Field testing** of the equipment is compulsory before technical acceptance by the Technical Evaluation Committee.
7. Vendors will demonstrate the Dual Frequency GNSS capability by conducting field trials to the satisfaction **Technical Evaluation Committee.**
8. While quoting price bid for DUAL FREQUENCY GNSS (DGPS)WITH SOFTWARE FOR DATA PROCESSING only single model that meets the technical specifications should be quoted by a vendor in a tender.

APPENDIX -II

Consignee list with details of Address for delivery of 41(Forty One) UNITS (One unit comprises of one base & one receiver) DUAL FREQUENCY GNSS WITH SOFTWARE FOR DATA PROCESSING (DGPS)for data processing

SI No.	Name of Consignee (DEO/ADEO Office)	Address of Consignee(DEO/ADEO Office)	Quantity GNSS
1	DEO Agra	Office of Defence Estates Officer, Agra Circle, 116, Taj Road, Agra Cantt, (UP)-282001. Phone: 0562-2225457 Fax: 0562-2227136 Email: deoagra@dgest.org	1(One) Unit
2	DEO Allahabad	Office of Defence Estates Officer, Allahabad Circle, 8, Ponappa Road, New Cantt Allahabad-211001. Phone: 0532-2421452, Fax: 0532-2421466 Email: deoallahabad@dgest.org	1(One) Unit
3	DEO Ahmedabad	Office of Defence Estates Officer, Ahmedabad Circle, Building No. 11-B, Near Golden Katar Canteen, Ahmedabad Cantt, Ahmedabad-380003. Phone: 079-22885721, Fax: 079-22861229 Email: deoahmedabad@dgest.org	1(One) Unit
4	DEO Ambala	Office of Defence Estates Officer, Ambala Circle, Near Capital Cinema, Ambala Cantt (Haryana)-133001. Phone: 0171-2602924, Fax: 0171-2601224 Email: deoambala@dgest.org	1(One) Unit
5	DEO Bangalore	Office of Defence Estates Officer, Karnataka & Goa Circle, K. Kamraj Road, Bangalore-560042. Phone: 080-25551599, Fax: 080-25544028 Email: deobangalore@dgest.org	1(One) Unit
6	DEO Bareilly	Office of Defence Estates Officer, Bareilly Circle, 53 Serpentine Road, Bareilly Cantt-243001. Phone: 0581-2421349, Fax: 0581-2420017 Email: deobareilly@dgest.org	1(One) Unit
7	DEO Bathinda	Office of Defence Estates Officer, Bathinda Circle, House No. 22482, Street No. 12, Dhadu Road, Bathinda City-150001. Phone: 0164-2240258, Fax: 2200013 Email: deobathinda@dgest.org	1(One) Unit

8	DEO Bhopal	Office of Defence Estates Officer, E7/844, Area Colony, Bhopal Circle, Bhopal-462016. Phone: 0755-2460215, Fax: 0755-2460216 Email: deobhopal@dggest.org	1(One) Unit
9	DEO Bhubaneswar	Office of Defence Estates Officer, Plot No. 163, Prachi Enclave, Chandrasekharpur, Bhubaneswar-751016. Phone: 0674-2300345, Fax: 0674-2300345, Email: deobhubaneswar@dggest.org	1(One) Unit
10	DEO Bikaner	Office of Defence Estates Officer, Bikaner Circle, 229 Sadul Ganj, Bikaner-334003. Phone: 0151-2543957, Fax: 0151-2546732 Email: deobikaner@dggest.org	1(One) Unit
11	DEO Chandigarh	Office of Defence Estates Officer, Chandigarh Circle, Kendriya Sadan, 5 th floor, Sector-9A, Chandigarh-160017. Phone: 0172-2741323, Fax: 0172-2748255 Email: deochandigarh@dggest.org	1(One) Unit
12	DEO Chennai	Office of Defence Estates Officer, Madras Circle, 307 Anna Salai, Teynampet, Chennai-600018. Phone: 044-24359707, Fax: 044-24359807 Email: deochennai@dggest.org	1(One) Unit
13	DEO Cochin	Office of Defence Estates Officer, Cochin, 39/62 49, Alappatt Cross Road, Ravi Puram, Cochin-682015. Phone: 0484-2357517, Fax: 0484-2356517 Email: deochochin@dggest.org	1(One) Unit
14	DEO Danapur	Office of Defence Estates Officer, (Jharkhand, Orrisa, Bihar Circle) Danapur Cantonment, Bihar-801503. Phone: 06115-223160, Fax: 06115-223248 Email: deodanapur@dggest.org	1(One) Unit
15	DEO Delhi	Office of Defence Estates Officer, Delhi Circle, Manekshaw Marg, Near Gopi Nath Bajzar, Delhi Cantt-110010. Phone: 011-25684006, Fax: 011-25684005 Email: deodelhi@dggest.org	1(One) Unit
16	DEO Guwahati	Office of Defence Estates Officer, Old Army School Building, Narangi Cantt. Satgaon, Guwahati-781027. Phone: 0361-2649911, Fax: 0361-2640167 Email: deoguwahati@dggest.org	1(One) Unit

17	DEO Jabalpur	Office of Defence Estates Officer, Jabalpur Circle, (Near Defence-Kalpana Cinema), Jabalpur Cantt. (MP)-482001. Phone: 0761-2627075, Fax: 0761-2600808 Email: deojabalpur@dggest.org	1(One) Unit
18	DEO Jaipur	Office of Defence Estates Officer, Jaipur Circle, P-21, Tulsi Marg, Bani Park, Jaipur-302016. Phone: 0141-2206467, Fax: 0141-2200241 Email: deojaipur@dggest.org	1(One) Unit
19	DEO Jalandhar	Office of Defence Estates Officer, Defence Estates Complex, Jindan Road, Opposite Cantt. Board, Jalandhar Cantt. Phone: 0181-2266611, Fax: 0181-2661432 Email: deojalandhar@dggest.org	1(One) Unit
20	DEO Jammu	Office of Defence Estates Officer, Defence Estates Complex, Narwal Pain, PO: Satwari, Jammu Cantt.-180003. Phone: 0191-2455543, Fax: 0191-2458166 Email: deojammu@dggest.org	1(One) Unit
21	DEO Jodhpur	Office of Defence Estates Officer, Jodhpur Circle, House No. 61, Umaid Club Road, Jodhpur-342006. Phone: 0291-2511366, Fax: 0291-2515658 Email: deojodhpur@dggest.org	1(One) Unit
22	DEO Jorhat	Office of Defence Estates Officer, Jorhat Circle, PO: Borbhetta, Nefabari Road, Jorhat-785005. Phone: 0376-2310538, Fax: 0376-2311005 Email: deojorhat@dggest.org	1(One) Unit
23	DEO Kolkata	Office of Defence Estates Officer, 6 th Floor, 13, Camac Street, Kolkata-700017. Phone: 033-22832875, Fax: 033-22832646 Email: deokolkata@dggest.org	1(One) Unit
24	DEO Leh	Office of Defence Estates Officer, Leh Circle, Leh, C/o HQ 14 Corps, c/56 APO, Jammu & Kashmir. Phone: 01982-251447, Fax: 01982-251447 Email: deoleh@dggest.org	1(One) Unit
25	DEO Lucknow	Office of Defence Estates Officer, Lucknow Circle, Lucknow Cantt. (UP) Phone: 0522-2480722, Fax: 0522-2482484 Email: deolucknow@dggest.org	1(One) Unit
26	DEO Meerut	Office of Defence Estates Officer, 29- J, Mail Road, Meerut Cantt, Meerut-250001. Phone: 0121-2652865, Fax: 0121-2667390 Email: deomeerut@dggest.org	1(One) Unit

27	DEO Mhow	Office of Defence Estates Officer, Mhow Circle, Telegraph Road, Mhow Cantt. Distt. Indore (M.P.) Phone: 07324-277271, Fax: 07314-226738 Email: deomhow@dgest.org	1(One) Unit
28	DEO Mumbai	Office of Defence Estates Officer, Mumbai Circle, Kolaba, Mumbai-400005. Phone: 022-22166301, Fax: 022-22153232 Email: deomumbai@dgest.org	1(One) Unit
29	DEO Goa	Office of Defence Estates Officer, Swamivivekanand Road, Near Police Traffic Cell, Panaji, Goa-403001. Phone: 0832-2227925, Fax: 0832-2227925 Email: deopanaji@dgest.org	1(One) Unit
30	DEO pathankot	Office of Defence Estates Officer, Pathankot Circle, Pathankot-145001. Phone: 0186-2340722, Fax: 0186-2340721 Email: deopathankot@dgest.org	1(One) Unit
31	DEO Pune	Office of Defence Estates Officer, 16, Rajendra Sinhji Road, Pune Cantt. Pune-411001. Phone: 020-26363184, Fax: 020-26335445 Email: deopune@dgest.org	1(One) Unit
32	DEO Secunderabad	Office of Defence Estates Officer, Andhra Pradesh Circle, Court Compound, S.P. Road, Secunderabad-500003. Phone: 040-27801250, Fax: 040-27800601 Email: deosecunderabad@dgest.org	1(One) Unit
33	DEO Siliguri	Office of Defence Estates Officer, Siliguri Circle, Sevoke Road, Opp Bazar Kolkata Mall, PO: Siliguri, Distt. Darjeeling-734001. Phone: 0353-2436418, Fax: 0353-2522514 Email: deosiliguri@dgest.org	1(One) Unit
34	DEO Srinagar	Office of Defence Estates Officer, Kashmir Circle, MJV House, House No. 348, Ward No. 3 Shivpora, PO: Batwara, Srinagar-190004 Phone: 0194-2467206, Fax: 0194-2467206 Email: deosrinagar@dgest.org	1(One) Unit
35	DEO Tezpur	Office of Defence Estates Officer, "AFI Bldg" Cole Park Road, Tezpur-784001 Phone: 03712-232824, Fax: 03712-233212 Email: deotezpur@dgest.org	1(One) Unit
36	DEO Udhampur	Office of Defence Estates Officer, Udhampur Circle, C/O HQrs NC, C/O 56 APO, Pin-908545. Phone: 01992-242182, Fax: 01992-242283 Email: deoudhampur@dgest.org	1(One) Unit

37	DEO Visakhapatnam	Office of Defence Estates Officer, D.No. 9-42-4, Balaji Nagar, Near Siripuram Junction, Visakhapatnam-530003. Phone: 0891-2704823, Fax: 0891-2513400 Email: deovizag@dggest.org	1(One) Unit
38	Assistant DEO Agartala	Office of Asstt. Defence Estates Officer, PO: Abhayanagar Agartala-799005. Phone: 0381-2307177, Fax: 0381-2307177 Email: deoagartala@dggest.org	1(One) Unit
39	Assistant DEO Baramula	Office of Asstt. Defence Estates Officer, Baramulla C/O 667 FPO, C/O 56 APO Phone: 01952-238075, Fax: 01952-238075 Email: deobaramulla@dggest.org	1(One) Unit
40	Assistant DEO Port Blair	Office of Asstt. Defence Estates Officer, C225/1, ATR Road, Bhatubasti, Port Blair-744105. Phone: 03192-251946, Fax: 03192-251909 Email: deoportblair@dggest.org	1(One) Unit
41	Assistant DEO Rajouri	Office of Asstt. Defence Estates Officer, Rajouri, C/O 56 APO Phone: 01962-261694, Fax: 01962-261694 Email: deorajouri@dggest.org	1(One) Unit

ANNEXURE – “A” (Form DPM-13)

EMD Bank Guarantee format

Whereas(hereinafter called the “Bidder”) has submitted their offer dated.....for the supply of(hereinafter called the “Bid”) against the Buyer’s Request for proposal No.

KNOW ALL MEN by these presents that WEof..... having

our registered office at are bound unto (hereinafter called the “Buyer) in the sum of.....for which payment will and truly to be made to the said Buyer, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this..... day of.....20.....

The conditions of obligations are–

(1) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.

(2) If the Bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity.

a) If the Bidder fails to furnish the Performance Security for the due performance of the contract.

b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Buyer up to the above amount upon receipt of its first written demand, without the Buyer having to substantiate its demand, provided that in its demand the Buyer will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....

(Signature of the authorized officer of the Bank) Name and designation of the officer

Seal, name & address of the Bank and address of the Branch

ANNEXURE – “B” (Form DPM-7)

Format of Arbitration Clause – Indigenous Private bidders

(i) All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof, should be settled by bilateral discussions.

(ii) Any dispute, disagreement or question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator.

(iii) Within sixty (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties.

(iv) The sole Arbitrator shall have its seat in New Delhi or such other place in India as may be mutually agreed to between the parties.

(v) The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only.

(vi) Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.

(vii) The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

(Note - In the event of the parties deciding to refer the dispute/s for adjudication to an Arbitral Tribunal then one arbitrator each will be appointed by each party and the case will be referred to the Indian Council of Arbitration (ICADR) for nomination of the third arbitrator. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the buyer and seller).

ANNEXURE – “C” (Form DPM-8)

Format of Arbitration Clause – Foreign bidders

(i) All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof, should be settled by bilateral discussions

(ii) Any dispute, disagreement or question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to the Arbitration Tribunal consisting of three arbitrators.

(iii) Within sixty (60) days of the receipt of the said notice, one arbitrator shall be nominated in writing by the SELLER and one arbitrator shall be nominated by the BUYER.

(iv) The third arbitrator, who shall not be a citizen or domicile of the country of either of the parties or of any other country unacceptable to any of the parties, the said arbitration shall be nominated by the parties within (90) days of the receipt of the notice mentioned above, failing which the third arbitrator may be nominated under the provisions of UNCITRAL by the International Chamber of Commerce, Paris at the request of either party. However the said nomination would be after consultation with both the parties and shall preclude any citizen or domicile of any country as mentioned above. The arbitrator nominated under this clause shall not be regarded nor act as an umpire.

(v) The Arbitration Tribunal shall have its seat in New Delhi or such other place in India as may be mutually agreed to between the parties.

(vi) The arbitration proceedings shall be conducted in India under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts or as may be mutually agreed between the parties.

(vii) The decision of the majority of the arbitrators shall be final and binding on the parties to the contract.

(viii) Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses of the third arbitrator shall be shared equally by the Seller and the Buyer, unless otherwise awarded by the Arbitration Tribunal.

(ix) In the event of a vacancy caused in the office of the arbitrators, the party which nominated such arbitrator shall be entitled to nominate another in his place and the arbitration proceedings shall continue from the stage they were left by the outgoing arbitrator.

(x) In the event of one of the parties failing to nominate its arbitrator within 60 days as above or if any of the parties does not nominate another arbitrator within 60 days of the place of arbitrator falling vacant, then the other party shall be entitled after due notice of at least 30 days to request the International Chamber of Commerce to nominate another arbitrator as above.

(xi) If the place of the third arbitrator falls vacant, his substitute shall be nominated according to the provisions herein above stipulated.

(xii) The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

(Note - The provisions with regard to appointment of an Arbitrator by the International Chamber of Commerce, Paris shall only be resorted to in cases of International Commercial Arbitration. Similarly, the UNCITRAL provisions will only apply with regard to appointment of Arbitrator, fixation of fees of the Arbitrator when it is a foreign arbitration. The procedure to be adopted during arbitration will be as provided in the Indian Arbitration & Conciliation Act, 1996.]

ANNEXURE – “D” (Form DPM-9)

Format of Arbitration Clause – CPSUs/DPSUs

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party to the Permanent Arbitration Machinery set up in the Department of Public Enterprises and that if the Department of Public Enterprises fails to settle the dispute, the same will be referred to the Committee constituted by the Cabinet Secretariat.

ANNEXURE “E”(Form DPM-15)

Performance Bank Guarantee Format

From:

Bank _____

To,

The President of India,
Directorate General
Defence Estates,
Ministry of Defence,
Government of India
New Delhi

Dear Sir,

Whereas you have entered into a contract No. _____ dated (hereinafter referred to as the said Contract) with M/s _____, hereinafter referred to as the “seller” for supply of goods as per Part-II of the said contract to the said seller and whereas the Seller has undertaken to produce a bank guarantee for (%) of total Contract value amounting to _____ to secure its obligations to the President of India. We the _____ bank hereby expressly, irrevocably and unreservedly undertake and guarantee as principal obligors on behalf of the seller that, in the event that the President of India declares to us that the goods have not been supplied according to the Contractual obligations under the aforementioned contract, we will pay you, on demand and without demur, all and any sum up to a maximum of _____ Rupees _____ only. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. We undertake to effect payment upon receipt of such written demand.

2. We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between you and the Seller, indulgence to the Seller by you, or by any alterations in the obligations of the Seller or by any forbearance whether as to payment, time performance or otherwise.

3. In no case shall the amount of this guarantee be increased.

4. This guarantee shall remain valid for months from the date of JRI acceptance of test consignment in India or until all the store, spares and documentation have been supplied according to the contractual obligations under the said contract.

6. Unless a demand or claim under this guarantee is made on us in writing or on before the aforesaid expiry date as provided in the above referred contract or unless this guarantee is extended by us, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.

7. This guarantee shall be a continuing guarantee and shall not be discharged by and change in the constitution of the Bank or in the constitution of M/s _____

ANNEXURE “F” (Form DPM-11)

Model ECS Mandate Format

Customer's option to receive payments through e-Payment (ECS/ EFT/ DIRECT CREDIT/ RTGS/ NEFT/ Other payment mechanism as approved by RBI.)

Credit Clearing Mechanism

1. Customer's name
2. Particulars of Bank Account –
 - a. Bank name
 - b. Branch name
 - c. Address
 - d. Telephone numbers
 - e. IFS code
 - f. 9 Digit code number of Bank and Branch appearing on MICR cheque issued by Bank
 - g. Account Type (S.B. Account / Current Account or Cash)
 - h. Ledger number
 - i. Ledger Folio number
 - j. Account number as appearing on Cheque Book
3. Please attach a blank cancelled cheque, or, photocopy of a cheque or front page of your savings bank passbook issued by your bank for verification of the above particulars.
4. Date of Effect

“I, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under scheme.”

Date - (.....)
Signature of Customer

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp: (.....)
Date:

Signature of the Authorized Official from the Bank

**FORMAT FOR BANK GUARANTEE FOR PAYMENT THROUGH
LETTER OF CREDIT**

From :

Bank _____

To

The President of India

Sir,

With reference to contract No. _____
_____ dated _____ concluded between the President of
India, hereinafter referred to as 'the Purchaser' and M/s
_____ hereinafter referred to as the "the contractor" for the development
and supply of _____ as detailed in the above
contract which contract is hereinafter referred to as "the Said Contract" and in
consideration of the Purchaser having agreed to make ~~an advance~~ payment
THROUGH Letter of Credit in accordance with the terms of the Said
Contract to the said contractor, we the
bank, hereinafter call 'the Bank' hereby irrevocably undertake and guarantee to you
that if the Said Contractor would fail to develop and supply the stores in accordance
with the terms of the Said Contract for any reason whatsoever or fail to perform the
Said Contract in any respect or should whole or part of the said on account payments
at any time become repayable to you for any reason whatsoever, we shall, on
demand and without demur pay to you all and any sum up to a maximum of
Rs. _____ (Rupees _____ only) paid **on the**
opening of Letter of Credit to the Said Contractor in
accordance with the provisions contained in Clause
_____ of the Said Contract.

2. We further agree that the Purchaser shall be the sole judge as to whether the contractor has failed to develop and deliver the stores in accordance with the terms of the Said Contract or has failed to perform the said contract in any respect or the whole or part of the ~~advance~~ payment made to Contractor has become repayable to the Purchaser and to the extent and monetary consequences thereof by the Purchaser.

3. We further hereby undertake to pay the amount due and payable under this Guarantee without any demur merely on a demand from the Purchaser stating the amount claimed. Any such demand made on the Bank shall be conclusive and binding upon us as regards the amounts due and payable by us under this Guarantee and without demur. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs (Rupees _____ only).

4. We further agree that the Guarantee herein contained shall remain in full force and effect for a period of 12 months from the date the last ~~advance~~ payment was made or for a period of 90 days from the date on which final delivery of the stores after development was made and accepted by the Purchaser whichever falls later unless the Purchaser in his sole discretion discharges the Guarantee earlier.

5. We further agree that any change in the constitution of the Bank or the constitution of the contractor shall not discharge our liability hereunder.

6. We further agree that the Purchaser shall have the fullest liberty without affecting in any way our obligations hereunder with or without our consent or knowledge to vary any of the terms and conditions of the Said Contract or to extend the time of development/delivery from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the contractor and either to forbear or enforce any of the terms and conditions relating to the Said Contract and we shall not be relieved from our liability by reason of any such variation or any indulgence or forbearance shown or any act or omission on the Purchaser or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so relieving us.

7. We lastly undertake not to revoke the Guarantee during the currency of the above said contract except with the prior consent of the Purchaser in writing.

Yours faithfully,
for _____ Bank
(Authorised Attorney)

Place : _____

Date : _____

Seal of the Bank

ANNEXURE “H” (Form DPM-22)

QUANTITY CLAIM FORMAT

Quantity Claim to the Contract Nodated
.....

Claim Protocol number

Laid down

For inter/tare storage

Commission, consisting of Chairmanand Members
..... having examined

the state of the delivered equipment ascertained as follows:-

1. The equipment was delivered by M/s against Bill of
Lading No of in the
quantity of one collie with the Marking Case No
.....

2. The obtained equipment is delivered under Contract
number..... Item Sr Number
Cost.....

3. The state of packing and seals on goods packages, correspondence of the
gross weight and the weight indicated in the way bills (packing lists) Nos of the
collies are to be pointed out Condition of the collie
..... Gross weight of the collie
..... Net weight of the collie

4. While unpacking the goods packages, the following discrepancy between the
shipping documents (packing lists as the packed equipment was
discovered/separately for the each package

5. Conclusion of the commission

6. The following documents confirming the justification of the complaint are
attached to the report (Packing list, photos of the damaged sports and others)

Chairman

Members

Place and date of issue

ANNEXURE “I” (Form DPM-23)

QUALITY CLAIM FORMAT

Quality Claim to the Contract Nodated

Claim Protocol number

Laid down on

Concerning (Name of the claimed equipment)

Commission Members

Chairman

The Commission has acquainted with the claimed equipment and made the following decision:--

1. Serial No
.....(equipment)

Production by the Made by the manufacturer

.....
(date of manufacture)

No of running hours With guarantee period of

(completed)

.....
(years, months)

From the beginning of operation, the product has been operating for
hours.

2. Indicate operation conditions of the equipment

.....
(State type of fuel and oil used during operation of the equipment)

3. Description of the defect

.....
(the date and circumstances under which the defect was ascertained, short description of the probable causes and probable consequences of the defect)

4. List of units (or their parts)

(defective equipment will remain in that organization store-room when it has been operating till arrival of the Seller's instruction)

5. Conclusion of the Commission

.....
.....
(on investigation the commission decided that the claimed equipment is not serviceable and that it must be subject to repair or must be replaced with a new equipment. The kind of repair and place where the repair should be carried out are to be stated).

The following parts are required for the repair of the equipment (or its parts)

The defect occurred within the guarantee period from the reason as follows

The costs of the repair of the equipment or its parts
.....
.....

The defect occurred within the guarantee period from the reason as follows.....

..... The costs of the repair will be debited to (..... manufacturer/owner.....)

To settle the claim, the Seller has to replace the equipment and dispatch the unit and other parts, indicate the parts and where the repair should be carried out (manufacturer's side), the manner of reimbursement of costs connected with the repair of the equipment, etc.

Supplementary data:

The equipment was handed over in accordance with the No on (date)

The following documents are enclosed to this claim protocol to support the justification of the claim (photos, samples, results of analysis, packing sheets, etc.)

Signature of the commission members

.....
.....

(ANNEXURE – “J”) Form DPM-17

Format for SMT/STE/TJ/Fixtures clause

COMPLETE LIST OF ACCOMPANIED ACCESSORIES/ USER REPLACEABLE PARTS/ EXPENDABLES, SPARES AND SMTs/STE/TJ FOR EQPT

1. Sub-assemblies for equipment

SI No	SI No of offer	Part No	Nomenclature	Schematic reference	No. per eqpt	Unit cost	Total cost	Remarks
Total								

2. Accessories along with equipment

SI No	SI No of offer	Part No	Nomenclature	Schematic reference	No. per eqpt	Unit cost	Total cost	Remarks
Total								

3. Optional items

SI No	SI No of offer	Part No	Nomenclature	Schematic reference	No. per eqpt	Unit cost	Total cost	Remarks
Total								

4. Spares

SI No	SI No of offer	Part No	Nomenclature	Schematic reference	No. per eqpt	Unit cost	Total cost	Remarks
Total								

5. Additional items required for completeness of spares and consumables

SI No	SI No of offer	Part No	Nomenclature	Schematic reference	No. per eqpt	Unit cost	Total cost	Remarks
Total								

6. List of SMTs/STEs/TJs

SI No	SI No of offer	Part No	Nomenclature	Schematic reference	No. per eqpt	Unit cost	Total cost	Remarks
Total								

Note - The Seller confirms for authenticity, completeness correctness of the data given in this Annexure.

ANNEXURE “K” (Form DPM-18)

Format for Technical Literature Clause

1. **Operator Course.** This course is designed to give the student the necessary knowledge to operate an Equipment ____effectively. It also covers unit maintenance procedures and procedures for unit level repair and replacement of parts.

Course Description & Materials

a. This course covers the theory, operation and proper sampling techniques. It will include hands on and visual presentations. Materials - Slide Show, User Guide.

b. This course allows the student to do practical exercises with an Equipment ____.
Materials - User Guide, Equipment ____ unit, Practical outline.

c. This time allows the student to ask any questions they have and review for the test. Materials - User Guide, Equipment ____ unit

d. Operator Test - The student takes the certification test. Materials - User Guide, Test paper.

2. **Trainer Course.** This course is designed to give the student an understanding of the Equipment ____ as well as first line maintenance techniques that will help the student to keep the (Equipment) ____working properly. In addition to that there will be a course on training others how to use the (Equipment) ____ by stressing the important issues using the (Equipment) _____. Following the course there will be a certification test which will then allow the student to train other users on the (Equipment) _____.

Course Description & Materials

a. This course covers the theory, operation and proper sampling techniques. It will include hands on and visual presentations. It will also include first line maintenance techniques used in the field. Materials - Slide Show, Supervisor Guide.

b. This course allows the student to do practical exercises with an (Equipment) _____. Materials - Supervisor Guide, (Equipment) ____ unit, Practical outline

c. This course cover the important issues in training other users on the (Equipment) _____. Materials - Trainer Guide, (Equipment) ____unit.

d. This course allows the students to practice training other users on the (Equipment) ____under supervision. Materials - Trainer Guide, Slide Show, (Equipment) ____ unit.

- e. Supervisor Test - The student takes the certification test. Materials - Supervisor Guide, Test paper Trainer Guide.

3. Field Repair Level Maintenance Training: This course is designed to give the student an understanding of the (Equipment) ____ as well as first line maintenance techniques that will the student to keep the (Equipment) working properly. Then the course will discuss the Mechanical/Automotive/Electronic/Armament portion of the (Equipment) _____. A break down of all components as well as the calibration procedure is taught. The student will then take apart and rebuild an (Equipment) ____ going over various points. Following the classes there will be a certification test which will allow the student to then do any repairs needed on the (Equipment) _____.

Course Description & Materials

- a. This course covers the theory, operation and proper sampling techniques. It will include hands on and visual presentations. It will also include first line maintenance techniques used in the field. Materials - Slide Show, Supervisor Guide.
- b. This course allows the student to do practical exercises with an (Equipment) _____. Materials - Supervisor Guide, (Equipment) _____ Practical outline.
- c. This course covers all the electronics in the (Equipment) _____. A look at all the PCBs in the unit and the procedure of analyzing samples. Materials – Technical Guide, (Equipment) _____ unit.
- d. This course discusses the troubleshooting techniques used for repairing an (Equipment) _____. Materials - Technical Guide, (Equipment) _____ unit.
- e. This course cover the proper procedure in calibrating and (Equipment) _____. Materials - Technical Guide, (Equipment) _____ unit.

4. Component level Maintenance Training. This course is designed to train students to undertake component level repair of all assemblies, subassemblies, modules, PCBs. etc.

5. Base Repair Maintenance Training. The syllabus for base repair maintenance training will be finalised during MET as per the requirement of the BUYER.

6. Technical Know-How. The SELLER shall provide the complete know how on the technology used , repair and maintenance of the equipment and shall not withhold such information during the conduct of the training. Maintenance philosophy will be discussed and suggested norms for major maintenance tasks will be provided by the SELLER.

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

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 .), which 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/ organisation 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 has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract , without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)