

Development and Supply of Engine Starting Sequence and Controlled Power Relay Assemblies of 1400 hp Engine

Bid / RFP Reference No:

Part I – General Information and Instructions

1. Pre- bid Conference:

A pre-bid meeting will be held at **1000** hrs on **13 May 2024** at **CVRDE, AVADI, CHENNAI** to answer any queries or to clarify doubts regarding submission of proposals / Quotation. Bidders or their authorized representatives (duly authorised in writing) are invited to attend. This event will not be postponed due to non-presence of your representative.

2. Place of Opening of the Bids: **CVRDE, Avadi, Chennai – 600 054.**

The Bidders may depute their representatives, duly authorized in writing, to attend the Technical bid opening on the due date and time. Such authorized representatives should also carry their acknowledgement (generated through e-procurement module) as a proof for their online bid submission. Technical bid opening date will not be postponed due to non-presence of your representative.

3. **Technical Bid:** Along with the Technical bid, the following **applicable** documents are to be furnished by the bidder:-

- i. Scanned Copy of documents like EMD / Proof of registration with DRDO/ MOD/ DGS & D / NSIC etc., and ECS details
- ii. Signed and scanned copy of Tender Acceptance Letter, Price bid undertaking.
- iii. ~~Scanned Copy of Proforma for End User Certificate for Export License.~~
- iv. Scanned copy of Technical Literature / Catalogue & Brochures
- v. Scanned copy of PAN details / GST registration certificate.
- vi. Any other scanned copy or hard copy of documents as mentioned in the RFP / Appendix-A.

4. **Clarification Regarding Contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the Bids. Copies of the query and clarifications by the purchaser will be sent to all prospective bidders who have received the bidding documents from the lab and would be posted on the website in case of advertised tender enquiry.

5. Indian firms need to quote only in Indian Rupees. ~~An Indian firm can quote in FE on behalf of their OEM only if they are either a 100% subsidiary of the OEM or an Indian Agent of the foreign OEM in accordance with their agency agreement. The firms claiming to be:~~

~~a) A 100% subsidiary would be required to produce documentary evidence in support of their claim along with their Techno-Commercial bid failing which their bid would be disqualified.~~

~~b) An agent of foreign OEM, for submitting the offer on behalf of OEM, would be required to produce a copy of their agency agreement with their principals and a copy of registration/enlistment with DRDO/Ministry of Defence/ DGS&D as an Indian agent, if registered/enlisted, along with their Techno-Commercial bid, failing which their bid would be disqualified. It would be mandatory for an Indian agent to get registered/ enlisted with DRDO/ Ministry of Defence/ DGS&D as an Indian agent of OEM prior to evaluation of their Price bid, failing which their bid also would be disqualified.~~

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

7. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his Bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax, however, it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the specified period of bid validity. **As per the provisions given in the e-procurement module, the modifications and withdrawal of bids may be followed.**

8. Earnest Money Deposit: Bidders are required to submit a Bid Security Declaration in the enclosed format. The Bid will be considered invalid if Bid Security Declaration is not submitted.

9. Clarification Regarding Contents of the Bids: During evaluation of bids, the Buyer may, at his discretion, ask the bidder for clarification on his Bid. The request for clarification will be given in writing. No clarification on the initiative of the bidder will be entertained after opening of bid.

10. 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. Non-compliance of applicable General Information will disqualify your Bid.

11. Unwillingness to Quote: Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the bid, failing which the defaulting bidder may be de-registered for the range of items in this RFP, as per the policy in vogue.

12. Bidders must submit Quotation pertaining to themselves only except in cases covered under Para 11 above.

13. Bids of debarred / blacklisted firms will not be considered for evaluation.

Part II – Standard Terms and Conditions

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

1. **Effective Date of the Contract:** In case of placement of a supply order, one month from the date of supply order would be deemed as effective date (or) as agreed by both the parties. This one month includes intimation about the readiness of the order along with a copy of the order to the successful bidder, submission of Performance cum Warranty Bond (or) applicable Indemnity Bond for PSU and order acceptance letter by the successful bidder. In case a contract is to be signed by both the parties, the Contract shall come into effect on the date of signatures of both the parties on the Contract (Effective Date) or as agreed by both the parties. The deliveries and supplies and performance of the services shall commence from the effective date of the Contract
2. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India and shall be governed by and interpreted in accordance with the laws of the Republic of India.
3. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to product or performance, which cannot be settled amicably, shall be resolved by arbitration in accordance with the following applicable provision:
 - a) For Central and State PSEs: The case of arbitration shall be referred to the Department of Public Enterprises for the appointment of sole arbitrator by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause.
 - b) For Defence PSUs: The case of arbitration shall be referred to the Secretary Defence (R&D) for the appointment of arbitrator(s) and proceedings.
 - c) For other Firms: Any dispute, disagreement or question arising out of or relating to the Contract or relating to product or performance, which cannot be settled amicably, shall be resolved by arbitration in accordance with either of the following provisions:

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

Or

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

Or

“The case of arbitration may be conducted in accordance with the rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules in India. However, the arbitration proceedings shall be conducted in India under Indian Arbitration and Conciliation Act, 1996.”
4. **Penalty for Use of Undue influence:** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract or any other contract with the Government of India for showing or forbearing to show favour or disfavour to any

person in relation to the Contract or any other contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or anyone employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offence 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, 1988 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/ employee of the Buyer or to any other person in a position to influence any officer/ employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. Agents / Agency Commission:

The Seller confirms and declares to the Buyer that the Seller has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above (i) Prime Lending Rate of State Bank of India for Indian bidders, and (ii) London Inter Bank Offered Rate (LIBOR) for the foreign bidders. The applicable rates on the date of opening of bid shall be considered for this. The Buyer will also have the right to recover any such amount from any contracts in vogue with the Government of India.

Or

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

- a) Details of all Agents will be disclosed at the time of submission of offers and within two weeks of engagement of an Agent at any subsequent stage of procurement.
- b) The Seller is required to disclose termination of the agreement with the Agent, within two weeks of the agreement having been terminated.

c) Buyer /MoD reserves the right to inform the Seller at any stage that the Agent so engaged is not acceptable whereupon it would be incumbent on the Seller either to interact with Buyer / MoD directly or engage another Agent. The decision of Buyer / MoD on rejection of the Agent shall be final and be effective immediately.

d) All payments made to the Agent 12 months prior to tender submission would be disclosed at the time of tender submission and thereafter an annual report of payments would be submitted during the procurement process or upon demand of the Buyer / MoD.

e) The Agent will not be engaged to manipulate or in any way to recommend to any functionaries of the Govt of India, whether officially or unofficially, the award of the contract to the Seller or to indulge in corrupt and unethical practices.

f) The contract with the Agent will not be a conditional contract wherein payment made or penalty levied is based, directly or indirectly, on success or failure of the award of the contract.

g) On demand, the Seller shall provide necessary information/inspection of the relevant financial documents/ information, including a copy of the contract(s) and details of payment terms between the Seller and the Agent engaged by him.

h) If the equipment being offered by the Seller has been supplied /contracted with any organization, public/ private in India, the details of the same may be furnished in the technical as well as commercial offers. The Sellers are required to give a written undertaking that they have not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid to any other Ministry/ Department of the Government of India and if the similar system has been supplied at a lower price, then the details regarding the cost, time of supply and quantities be included as part of the commercial offer. In case of non disclosure, if it is found at any stage that the similar system or subsystem was supplied by the Seller to any other Ministry/Department of the Government of India at a lower price, then that very price, will be applicable to the present case and with due allowance for elapsed time, the difference in the cost would be refunded to the Buyer, if the contract has already been concluded.

Following details are also to be submitted in the Techno-Commercial bid:

- i) Name of the Agent
 - ii) Agency Agreement between the Seller and the agent giving details of their contractual obligation
 - iii) PAN Number, name and address of bankers in India and abroad in respect of Indian agent
 - iv) The nature and scope of services to be rendered by the agent and
 - v) Percentage of agency commission payable to the agent
6. **Access to Books of Accounts:** In case it is found to the satisfaction of the Buyer that the Bidder/Seller has violated the provisions of use of undue influence and / or employment of agent to obtain the Contract, the Bidder/Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information/Books of Accounts.
7. **Non-disclosure of Contract Documents:** Except with the written consent of the Buyer/ Seller, other party shall not disclose the Contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
8. **Handling of Classified Information by Indian Licensed Defence Industry:** Any classified document/ information/ equipment being shared with Indian Licensed Defence Industries will be protected/ handled to prevent unauthorized access as per provisions of Chapter 5 of Security Manual for Indian Licensed Defence Industries issued by MoD (Department of Defence Production).

9. **Withholding of Payment:** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc. as specified in the Contract, the Buyer may, at his discretion, withhold any payment until the completion of the Contract.
10. **Liquidated Damages:**
- “The Buyer may deduct from the Seller, liquidated damages / penalty at the rate of 0.25% per week or part thereof, of the basic cost of the delayed stores, which the Seller has failed to deliver/ carry out within the period, as agreed, in the contract. LD can also be levied on the Seller on the basic cost of the stores supplied done partially within the scope of the order/ contract that could not be put to use due to late delivery / execution of the remaining stores. The maximum quantum of LD would be 10% of the total cost of contract value (excluding taxes & duties).”
11. **Termination of Contract:** The Buyer shall have the right to terminate the Contract in part or in full in any of the following cases :-
- The store/service is not received/rendered as per the contracted schedule(s) and the same has not been extended by the Buyer.
 - The delivery of store/service is delayed due to causes of Force Majeure by more than 6 months provided Force Majeure clause is included in the contract and the delivery period has not been extended by the Buyer.
 - The Seller is declared bankrupt or becomes insolvent.
 - The Buyer has noticed that the Seller has violated the provisions of Para 4 and/or Para 5 above to obtain the Contract.
 - As per decision of the Arbitration Tribunal.
12. **Notices:** Any notice required or permitted by the Contract shall be written in English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/ airmail, addressed to the last known address of the party to whom it is sent.
13. **Transfer and Sub-letting:** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the Contract or any part thereof without written consent of the Buyer.
14. **Use of Patents and other Industrial Property Rights:** The prices stated in the Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other Industrial Property Rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies or any or all the rights mentioned above.
15. **Amendments:** No provision of the Contract shall be changed or modified in any way (including this provision) either in whole or in part except when both the parties are in written agreement for amending the Contract.
16. **Taxes and Duties**
- In respect of Foreign Bidders:** **Not Applicable**
 - In respect of Indigenous Bidders**
 - General**
 - Bidders must indicate separately the relevant GST likely to be paid in connection with delivery of completed goods specified in RFP. In absence of this, the total cost quoted by them in their bids will be taken into account in the ranking of bids.

- Any changes in levies, GST levied by Central/ State/ Local governments ~~such as excise duty, VAT, Service tax, Octroi/entry tax, etc~~ on final product upward as a result of any statutory variation taking place within contract period shall be allowed reimbursement by the Buyer, to the extent of actual quantum of such duty/ tax paid by the Seller. Similarly, in case of downward revision in any such duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc., if any, obtained by the Seller. Section 64-A of Sales of Goods Act will be relevant in this situation.
- Levies, GST levied by Central/ State/ Local governments ~~such as excise duty, VAT, Service tax, Octroi/entry tax, etc~~ on final product will be paid by the Buyer on actuals, based on relevant documentary evidence, wherever applicable. Taxes and duties on input items will not be paid by Buyer and they may not be indicated separately in the bids. Bidders are required to include the same in the pricing of their product.
- TDS as per Income Tax Rules will be deducted and a certificate to that effect will be issued by the Buyer.

b) Customs Duty

- Custom Duty Exemption Certificate (CDEC) will not be provided for imported items.

17. Denial Clause - "Variations in the rates of statutory levies within the original delivery schedule will be allowed if taxes are explicitly mentioned in the contract/ supply order and delivery has not been made till the revision of the statutory levies. Buyer reserves the right not to reimburse the enhancement of cost due to increase in statutory levies beyond the original delivery period of the supply order/ contract even if such extension is granted without imposition of LD."

18. Pre-Integrity Pact Clause: Not Applicable

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

Part III – Special Terms and Conditions

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

1. **Apportionment of Quantity: Not Applicable**
2. **Performance Security Bond: Not Applicable**
3. **Option Clause: Applicable**

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 and conditions of the Contract. This will be applicable within the currency of the Contract. It will be entirely the discretion of the Buyer to exercise this option or not.

4. **Repeat Order Clause: Applicable**

The Contract will have a Repeat Order Clause, wherein the Buyer can order up to 50% quantity of the original contracted quantity under the Contract within twelve months from the date of supply/successful completion of this contract. The Repeat Order will have rates on not exceeding basis while the terms and conditions will remain unchanged. It will be entirely the discretion of the Buyer to exercise the Repeat order or not.

5. **Tolerance Clause: Not Applicable**

6. **Purchase Preference Clause:**

Purchase preference will be granted to the nominated agencies for the specified quantity as per the policy of Govt. of India in vogue.

7. **Transfer of Technology (ToT): Not Applicable**

8. **Permissible Time Frame for Submission of Bills:** To claim payment (part or full), the Seller shall submit the bill(s) along with the relevant documents within **30 / 45** days from the completion of the activity/supply.

9. **Payment Terms:**

- a) **For Indigenous Seller:**

The payment will be made as per the following terms: -

| Payment terms | Activities to be completed | % of Payment with relevant taxes | Time |
|----------------------|--|---|----------------|
| Milestone - I | Preparation of preliminary layouts, design calculations & analysis, sizing, carryout mechanical & electrical interface requirements, schematics, BOM & PDR, detail test plan for development test, qualification test and acceptance test. | 10% with taxes | T0 + 3 months |
| Milestone - II | Development of prototype, development testing, CDR and delivery of prototype (1 no. for each type of relay). | 20% with taxes | T0 + 7 months |
| Milestone - III | Development of QT unit, successful completion of QT testing and delivery of QT units (1 no. for each type of relay). | 30% with taxes | T0 + 11 months |

| | | | |
|---------------|--|----------------|----------------|
| Final payment | Realisation of AT units and completion of acceptance testing of AT units (9 nos for each type of relay) and delivery of all reports and documents. | 40% with taxes | T0 + 15 months |
|---------------|--|----------------|----------------|

Note:

- LD as applicable will be imposed for any delay in completion of milestone activities.
- Review meetings will be conducted whenever deemed necessary to monitor the progress of the work.

b) **For Foreign Seller: Not Applicable**

10. **Advance Payments:** **Not Applicable**

11. **Part Supply and Pro – rata Payment:** Pro-rata payment: **Not applicable.**

Part Supply : Applicable (4 part supplies are permissible; 1 prototype, 1 QT, & 9 AT units in 4 supplies)

12. **Mode of Payment:**

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

b) **For Foreign Seller:** **Not Applicable**

13. **Documents to be Furnished for Claiming Payment**

i) **Indigenous Sellers:**

The payment of bills will be made on submission of the following documents by the Seller to the Buyer:

- a) Ink-signed copy of Contingent Bill.
- b) Ink-signed copy of Commercial Invoice / Seller's Bill.
- c) ~~Bank Guarantee for Advance, if applicable.~~
- d) Guarantee/ Warranty Certificate.
- e) Details for electronic payment viz. Bank name, Branch name and address, Account Number, IFS Code, MICR Number (if these details are not already incorporated in the Contract).
- f) Original copy of the Contract and amendments thereon, if any.
- g) Income Tax PAN No along with the Xerox copy of the PAN card
- h) Copy of GST registration certificate
- i) Self certification from the Seller that the GST received under the contract would be deposited to the concerned taxation authority. In this regard, extant Government orders will be applicable as communicated by DRDO HQ.
- j) Material Test Certificate/Certificate of Conformance from OEM if applicable.
- k) Any other document/ certificate that may be provided for in the Contract.

ii) **Foreign Sellers:** **Not Applicable**

14. **Exchange Rate Variation (ERV) Clause:** **Not Applicable**

15. **Force Majeure Clause:**

- i) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations, if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operations, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

- ii) In such circumstances the time stipulated for the performance of an obligation under the Contract is extended correspondingly for the period of time commensurate with actions or circumstances and their consequences.
- iii) The party for which it becomes impossible to meet obligations under the Contract due to Force Majeure conditions, is to notify in written form to the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from their commencement.
- iv) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be considered as sufficient proof of commencement and cessation of the above circumstances.
- v) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the Contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

16. Buy-Back: Not Applicable

17. Export License: The Bidder is required to furnish full details and formats of End Use Certificate required for obtaining export clearance from the country of origin. This information will be submitted along with Techno-Commercial bid. In the absence of such information, it would be deemed that no document is required from the Buyer for export clearance from the country of origin.

18. Free Issue of Material (FIM): Not Applicable

19. Terms of Delivery

- **For Foreign Bidder: Not Applicable**
- **For Indigenous Bidder:** The delivery of goods shall be on F.O.R (**CVRDE, Avadi, Chennai-54**) basis.

20. Packing and Marking Instructions:

- a) The Seller shall provide packing and preservation of the equipment and spares/goods contracted so as to ensure their safety against damage in the conditions of land, sea and air transportation, transshipment, storage and weather hazards during transportation, subject to proper cargo handling. The Seller shall ensure that the stores are packed in containers, which are made sufficiently strong. The packing cases should have provisions for lifting by crane/fork lift truck. Tags with proper 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) A label in English shall be pasted on the carton indicating the under mentioned details of the item contained in the carton. The cartons shall then be packed in packing cases as required.
 - 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 English language as follows:-
 - i) Contract No. _____
 - ii) Consignee _____
 - iii) Port / airport of destination _____

- iv) Ultimate consignee _____
 - v) Package No. _____
 - vi) Gross/net weight _____
 - vii) Overall dimensions/volume _____
 - viii) 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 damage or deterioration during transportation by land, air or sea. In such case the Buyer shall finalize the marking with the Seller.

21. Inspection Instructions:

- i) Raw material inspection: **Not Applicable**
- ii) Part inspection: **”**
- iii) Stage/Subsystem inspection: **”**
- iv) Pre Delivery Inspection: **Applicable**
- v) Factory Acceptance Test: **”**
- vi) Post Delivery inspection on receipt of store: **”**
- vii) **Inspection Authority:** The Inspection will be carried out by a representative of the Lab/Estt duly nominated by the Director, CVRDE.

22. Franking Clause:

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

23. Claims:

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

24. Warranty:

The Seller will declare that the goods, stores articles sold/supplied shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specifications and particulars contained/mentioned in the contract. The Seller will guarantee that the said goods/stores/articles would continue to conform to the description and quality for a period of, **12 months** from the date of acceptance / installation of the said goods stores/articles. If during the aforesaid period of **12 months**, the said goods / stores are discovered not to conform to the description and quality aforesaid, not giving satisfactory performance or have deteriorated, the Buyer shall be entitled to call upon the Seller to rectify the goods/stores/articles or such portion thereof as is found to be defective by the Buyer within a reasonable period without any financial implication on the Buyer.

24.1 Warranty of the Equipment would be extended by such duration of downtime. Record of the down time would be maintained by user in logbook

24.2. If the defective Part/Subsystem/System needs to be taken by the SELLER to their premises to rectify defective Goods, SELLER shall provide a Bank Guarantee of the equipment amount to the BUYER to cover for the time taken to rectify the defective Goods.

If the defective Part/Subsystem/System needs to be replaced. The time taken to process and submit the Bank Guarantee shall not be added to the downtime provided such time does not exceed seven 7 days.

- 24.3.** 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 or any other reason attributable to the BUYER, during the Warranty period, at the cost mutually agreed to between the BUYER and the SELLER. The SELLER shall intimate the assignable cause of the failures.
- 24.4.** SELLER hereby 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 30% of the Warranty period.
- 24.5.** SELLER shall associate Technical Personnel of Maintenance Agency and QA Of BUYER during warranty repair and shall also provide the details of complete defects, reasons and remedial actions for defects.
- 24.6.** If a particular equipment/goods fails frequently and/or, the cumulative Down time exceeds 30% of the warranty period, the complete equipment shall be replaced free of cost by the SELLER within a stipulated period of 45 days of receipt of the notification from the BUYER duly modified/upgraded through design improvement in all equipment supplied/yet to be supplied and Engineering Support Package (ESP) supplied and yet to be supplied. Warranty of the Replaced Equipment would start from the date of acceptance after JRI by the BUYER/date of installation and commissioning.
- 24.7.** In case the complete delivery of ESP is delayed beyond the period stipulated in this Contract, then SELLER undertakes that the warranty period for the Goods/stores shall be extended to that extent.
- 24.8. Warranty Bond** for an amount of 5 percent of the contract value should be submitted by the seller as soon as the warranty clock start (i.e from the date of acceptance of stores). In case of Indian bidder, Warranty Bonds may be accepted in the form of Fixed Deposit Receipt or a Bank Guarantee. For foreign bidders, It may be accepted in the form of Bank Guarantee or Stand-by Letter of Credit. It should remain valid for a period of sixty days beyond the date of completion of all warranty obligations. Warranty Bond would be returned to the Seller on successful completion of warranty obligations, under the contract

25. Product Support:

The Seller agrees to provide Product Support for the stores, assemblies/sub-assemblies, fitment items, Spares and consumables, Special Maintenance Tools (SMT)/Special Test Equipments (STE) for a minimum period of **15** years excluding **01** year of warranty period after the delivery.

26. Annual Maintenance Contract (AMC) Clause: Not Applicable

27. Price Variation (PV) Clause: Not Applicable

28. Intellectual Property Rights (IPR):

The Intellectual Property Rights (IPR), developed under this Contract, will be the sole property of DRDO, Govt. of India. The holding rights of IPR will rest with Chairman, DRDO and DRDO will have marching rights on IPR.

PART IV- Industrial Partner Evaluation Criteria: -

| Sl. No. | Criteria | Compiled/ Not Compiled | Remarks |
|---------|--|---------------------------|--|
| 1. | Registered Indian Vendors Only. | | |
| 2. | Experience in design and development of relays for defence / aerospace applications. | | The firm should have atleast one order / executed or currently processing. |
| 3. | Should have minimum facilities (test facilities, etc.) to carry out the work. | | Supporting document to be submitted. |
| 4. | IPR should be with Director, CVRDE. | | |
| 5. | Acceptance of DcPP guidelines. | | |
| 6. | The vendor shall attend the pre-bid meeting before submitting their bid. | | It is mandatory to attend the pre-bid meeting to participate in tender. |

Note:

- The technical evaluation committee will scrutinise all the bids received and vendors may be called for a meeting to present their capabilities and strengths. The vendors who are not presenting will not be considered for further processing. CVRDE reps will visit the vendor's premises if deemed necessary to access their potential.
- Relevant supporting documents shall be submitted along with the tender.
- Vendors previously blacklisted on any grounds by any of the departments of Govt. of India or having any negative remarks will not be considered.
- The vendor shall submit macro level approach plan for the development of relays design details and configurations.
- The development partner shall depute one engineer at CVRDE to provide technical support until the project completion (15 months).

Part V – Essential Details of Items Required

1. **Schedule of Requirements:** List of Items / Services required are as follows:-

| Sl. No. | Name / Description of Item(s) / Service(s) | Qty |
|---------|--|--------|
| 1. | Development of Engine Starting Sequence and Controlled Power Relay Assemblies – details as per Appendix-A of Doc. No. CV/8.4/ELE/LAB/RFP/NO-20 | 1 Job |
| 2. | Supply of Engine Starting Sequence and Controlled Power Relay Assemblies – details as per Appendix-B of Doc. No. CV/8.4/ELE/LAB/RFP/NO-20 | |
| 2a. | Start repeat relay | 10 Nos |
| 2b. | Start interlock relay | 10 Nos |
| 2c. | Shutdown relay | 10 Nos |
| 3. | Qualification Testing of Engine Starting Sequence and Controlled Power Relay Assemblies – details as per Appendix-C of Doc. No. CV/8.4/ELE/LAB/RFP/NO-20 | 1 Job |
| 4. | Acceptance Testing of Engine Starting Sequence and Controlled Power Relay Assemblies (9 nos for each relay) – details as per Appendix-D of Doc. No. CV/8.4/ELE/LAB/RFP/NO-20 | 7 Job |

For NRE cost Refer Doc. No. CV/8.4/ELE/LAB/RFP/NO-20 (section XII of Appendix-A)

- a) **Technical Details:** Refer Doc. No. CV/8.4/ELE/LAB/RFP/NO-20
 - b) **Specifications/Drawings:** Refer Doc. No. CV/8.4/ELE/LAB/RFP/NO-20
 - c) Requirement of training/on-the-job training: **Not Applicable**
 - d) Requirement of installation/commissioning: **Not Applicable**
 - e) Full Inspection details as per provisions made in Para 21 of Part III of the RFP
 - f) Requirement of Technical Documentation: **Refer Doc. No. CV/8.4/ELE/LAB/RFP/NO-20**
 - g) Nature of assistance required after completion of warranty as per provisions made in Para 24 of Part III of the RFP: **Applicable**
 - h) Requirement of pre-site inspection: **Not Applicable**
 - i) Any other details, as considered necessary: **Nil**
2. Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. Bidders are advised to submit compliance statement for the technical parameters separately in the following format along with the Techno-Commercial Bid. Vendors are also requested to submit the enclosed **Appendix Z**.

| Para of RFP specifications (item-wise) | Specifications of item offered | Compliance to RFP specifications – whether Yes / No | Remarks (In case of non-compliance, deviation from RFP to be specified in unambiguous terms. In case of compliance, catalogue/brochure reference, if available, to be indicated) |
|--|--------------------------------|---|---|
| | | | |

3. **Delivery Period:** Expected Delivery period for supply of items/rendering of services would be **15 months** from the Effective Date of the Contract. Please note that the Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period with/ without LD clause will be at the sole discretion of the Buyer.

The list of major activities along with timeline is as follows:

Note: T0 – Effective date of contract (refer Part II, Sl. No. 1).

| Activity | PDC |
|--|----------------|
| Release of S.O. to the firm | T0 |
| Preliminary design review (PDR) | T0 + 3 months |
| Start of manufacturing and development testing of Prototype for each type of relay | T0 + 4 months |
| Completion of development testing | T0 + 6 months |
| Critical design review (CDR) | T0 + 7 months |
| Completion of modified design documents, etc. (based on development test results) | T0 + 7 months |
| Start of development of QT unit (1 no.) for each type of relay | T0 + 8 months |
| Start of qualification testing on QT unit (1 no.) for each type of relay | T0 + 9 months |
| Completion of qualification testing on QT unit (1 no.) for each type of relay | T0 + 11 months |
| Realisation of AT units (9 nos each type of relay) | T0 + 13 months |
| Completion of acceptance testing on AT units and supply of technical documents and reports | T0 + 15 months |

4. **INCOTERMS for Delivery and Transportation (for Foreign Bidders only):** **Not Applicable**

5. Consignee details:

- Name: The Director
- Address: CVRDE, Avadi, Chennai-600 054, Tamil Nadu
- Contact details:

(i) For Technical Queries: - Contact Person

Shri. JAISHANKAR C, Sc 'F', Phone No. 044–2636 4175,

E-mail: jaishankar.c.cvrde@gov.in

Shri. GOVINDASWAMY D, Sc 'F', Phone No. 044–2636 4165,

E-mail: govind.cvrde@gov.in

(ii) For Commercial Queries :- Contact Person

Shri. Dr. VARADARAJAN E, Sc 'F', Phone No. 044 – 2636 4010,

E-mail: varadarajan.e.cvrde@gov.in

Part VI – Evaluation Criteria of Bids

1. **Evaluation and Acceptance Process:** The bid will be considered and selected based on instructions contained in Part I of the RFP for further evaluation of bids as per sequence given below:
 - i) **Techno-Commercial Bid Evaluation:** Bids will be evaluated based on vendor qualification requirement as per Part IV of RFP, if applicable, and bids of the qualified bidders will be considered for further evaluation as mentioned in Part V of the RFP.
 - ii) **Price Bid Evaluation:** The Price bid of those bidders whose Techno-Commercial bid (if applicable) has been accepted will be opened and comparative statement will be prepared. The best acceptable bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Part VII of the RFP **(Lot wise)**.
2. **Procedure for Cost Comparison:** The basis for comparison of cost in different situations would be as follows:
 - a) If competition is only among Indian bidders, the financial implication should be considered on the basis of FOR prices at destination, **including** the GST levied by Central / State / Local government ~~such as excise duty, VAT, service Tax, octroi / entry tax etc.,~~ on final product payable by the DRDO Lab/Estt after availing various benefits of exemptions from taxes/duties as applicable to DRDO.
 - ~~b) 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.~~
 - ~~c) If competition is among foreign bidders, the basis for comparison should be the landed price at the destination (designated port) in accordance with Para 19 of Part III of the RFP.~~
 - ~~d) If competition is amongst Indian and foreign bidders, the CIP/CIF cost quoted by the foreign bidders would be the basis for comparison with the basic cost (FOR) offered by Indian bidders, after off loading the applicable taxes and levies. The term Indian bidders would also include DPSUs and Indian Ordnance Factories.~~
 - ~~e) The Buyer reserves the right to evaluate the offers received by adopting Discounted Cash Flow (DCF) method with a discounting rate in consonance with the existing Government borrowing rate. DCF method would be used for evaluation of bids in the following cases:
 - i) ~~To compare different payment terms, including advance payments and progressive stage payments so as to bring them to a common denomination for determining lowest bidder.~~
 - ii) ~~To deal with cases where entering into AMC for period in excess of one year is a part of the contract for evaluation of the bid.~~~~
 - ~~f) **Net Present Value (NPV):** NPV method is a variant of DCF method which may be used for evaluation of tenders. The NPV of a contract is equal to the sum of the present values of all the cash flows associated with it. When choosing among the various bids, the bid with the lowest NPV will be selected. The following formula may be used for calculating NPV of a bid:~~

$$NPV = \sum_{t=0}^N \frac{A_t}{(1+i)^t}$$

Where

- A_t : Expected cash flow at time t
 t : Time of expected cash flow
 N : Total period
 i : Discount rate

- ~~g) Discount rate to be used under the method is to be the Prime Lending Rate of State Bank of India on the Date of Opening of Price Bids.~~
 - h) 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 accordingly.
 - i) If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
3. The best acceptable bid will be considered further for placement of the Contract after price negotiation as decided by the Buyer.

Part VII – Price Bid Format

Price bid to be uploaded as per the prescribed format (i.e BoQ_xxxx.xls) provided in the GeM Portal

| Sl. No. | Name / Description of Item(s) / Service(s) | Qty | Unit Cost | Rate |
|---------|--|--------|--------------|------|
| 1. | Development of Engine Starting Sequence and Controlled Power Relay Assemblies – details as per Appendix-A of Doc. No. CV/8.4/ELE/LAB/RFP/NO-20 | 1 Job | | |
| 2. | Supply of Engine Starting Sequence and Controlled Power Relay Assemblies – details as per Appendix-B of Doc. No. CV/8.4/ELE/LAB/RFP/NO-20 | | | |
| 2a. | Start repeat relay | 10 Nos | | |
| 2b. | Start interlock relay | 10 Nos | | |
| 2c. | Shutdown relay | 10 Nos | | |
| 3. | Qualification Testing of Engine Starting Sequence and Controlled Power Relay Assemblies – details as per Appendix-C of Doc. No. CV/8.4/ELE/LAB/RFP/NO-20 | 1 Job | | |
| 4. | Acceptance Testing of Engine Starting Sequence and Controlled Power Relay Assemblies (9 nos for each relay) – details as per Appendix-D of Doc. No. CV/8.4/ELE/LAB/RFP/NO-20 | 7 Job | | |
| | | | GST @ 18% | |
| | | | Total Amount | |

COMPLIANCE SHEET
Part I: Technical Specification

| Sl. No. | Name / Description of Item(s) / Service(s) | Qty | Complied /Not Complied |
|---------|--|--------|---------------------------|
| 1. | Development of Engine Starting Sequence and Controlled Power Relay Assemblies – details as per Appendix-A of Doc. No. CV/8.4/ELE/LAB/RFP/NO-20 | 1 Job | |
| 2. | Supply of Engine Starting Sequence and Controlled Power Relay Assemblies – details as per Appendix-B of Doc. No. CV/8.4/ELE/LAB/RFP/NO-20 | | |
| 2a. | Start repeat relay | 10 Nos | |
| 2b. | Start interlock relay | 10 Nos | |
| 2c. | Shutdown relay | 10 Nos | |
| 3. | Qualification Testing of Engine Starting Sequence and Controlled Power Relay Assemblies – details as per Appendix-C of Doc. No. CV/8.4/ELE/LAB/RFP/NO-20 | 1 Job | |
| 4. | Acceptance Testing of Engine Starting Sequence and Controlled Power Relay Assemblies (9 nos for each relay) – details as per Appendix-D of Doc. No. CV/8.4/ELE/LAB/RFP/NO-20 | 7 Job | |

Part II: Techno-Commercial Terms

| Sl. No. | Description of the item | Complied/Not Complied |
|---------|---|--------------------------|
| 1 | Validity of bid - 180 days from the last date of submission of bids. | |
| 2 | Performance Security Bond: Not Applicable | |
| 3 | Payment terms: as per Sl. No. 9 (a) of Part III of the RFP. | |
| 4 | Warranty period: 12 months from the date of acceptance. Warranty Bond: As per part III 24.8 of RFP (5% of contract value) | |
| 5 | LD Clause as per Sl. No. 10 of Part II of the RFP. | |
| 6 | Registration status <ul style="list-style-type: none"> If you are registered firm, Please mention the registration details, also attach a copy of the registration certificate | |
| 7 | Delivery period – Within 15 months from the effective date. | |
| 8 | Acceptance of General Terms and conditions as per Part II of RFP | |
| 9 | Acceptance of Special Terms and Conditions as per Part III of RFP | |

(Authorized Signatory)
Seal

Please note that duly filled in Appendix 'Z' signed by Authorized signatory with seal to be enclosed along with technical bid.

TENDER ACCEPTANCE LETTER

(To be submitted on Bidders Letter Head)

Appendix 'Y'

To

**The Director
CVRDE
AVADI
Chennai - 600 054**

Sub: Undertaking / Acceptance of Terms & Conditions of Tender.

Tender Ref No:

Name of the Tender:

Dear Sir,

1. I / We have downloaded / obtained the tender documents (s) for the above mentioned "Tender / Job" from the website (s) namely: _____ as per your advertisement, given in the above-mentioned website (s).
2. I / We hereby declare that I / We have read the entire terms and conditions of the tender document (including all documents i.e., annexure (s), schedule (s)) which form part of the contract agreement and I / we shall abide by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the entire terms & conditions of the tender document(s) / corrigendum(s).
5. I / We do hereby declare that our Firm / company has not been blacklisted / debarred by any Govt. Department / Public sector undertaking.
6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)