



भारत सरकार, रक्षा मंत्रालय
Government of India, Ministry of Defence
रक्षा अनुसंधान एवं विकास संगठन
Defence Research and Development Organisation

रक्षा उड्डयानिकी अनुसंधानसंस्थापन
DEFENCE AVIONICS RESEARCH ESTABLISHMENT

पोस्ट बॉक्स सं. 9366, सी.वी. रामन नगर,
बेंगलूरु –560093

P.B. No. 9366, C V Raman Nagar,
Bengaluru – 560093

दूरभाष/Phone : +91 8025047500

फैक्स/Fax : +91 80 2534 7717

E mail: mmg@dare.drdo.in

Ref No: - 6100/DARE/LPD/LP REV/18-19

Dated:- 22 Jun 2018

Online Invitation of Bids for “MICROSOFT PROJECT PROFESSIONAL 2016 SERVER SOFTWARE AND CAL LICENSE”

Tender / Request for Proposal (RFP) Reference No. 6100/DARE/LPD/LP REV/18-19

To

1. Online bids are invited for supply of items listed in Part V of this RFP as per **Single Bid System**. The online bids (both Techno-commercial & Price bid) should be uploaded by the bidder before the due date and time. The documents to be downloaded from **CPPP** site <http://eprocure.gov.in/eprocure/app>.
2. The address and contact numbers for sending EMD/Tender Fee or seeking clarifications regarding this RFP are given below:
 - a) Queries to be addressed to: Director, DARE
 - b) Postal address for sending the EMD/Tender fee: **P.B. No. 9366, C.V. Raman Nagar, Bangalore –560 093**
 - c) Name & designation of the contact Officer: S.Sagaya Raju,SO
 - d) Telephone number(s) of the contact Office: 080-25047500
 - e) Fax number(s): 080-25347717
 - f) E-mail ID of contact Officer: mmg@dare.drdo.in
3. This RFP is divided into VII parts as follows:
 - i) **Part I** contains **General Information and Instructions for the Bidders** about the RFP such as date & time for online submission of tender, opening of tenders, validity period of tender etc.

- ii) **Part II** contains **Standard Terms and Conditions of RFP**, which will form part of the Contract/ Supply Order (herein after referred as the Contract) with the successful Bidder(s).
 - iii) **Part III** contains **Special Terms and Conditions** applicable to this RFP and which will also form part of the Contract with the successful Bidder(s).
 - iv) **Part IV** Contains **Vendor Qualification Criteria**.
 - v) **Part V** contains **Details of the Store(s)/Service(s) Required** e.g. Technical Specifications, Delivery Period, Mode of Delivery, Consignee details etc.
 - vi) **Part VI** contains **Evaluation Criteria of Bids**.
 - vii) **Part VII** contains **Format of Price Bid**. Price bid needs to be printed on one side of paper only.
4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof or foreclose the procurement case at any stage. The Buyer also reserves the right to disqualify any vendor, should it be necessary, at any stage on grounds of National Security.
5. You may contact The Director Defence Avionics Research Establishment, Bangalore for any grievance related to bidding condition, bidding process and/or rejection of bid. With regard to bidding condition, this shall be done in writing at least seven days in advance of the stipulated date of submission of bid.

Yours sincerely,

Sd/-

S Sagaya Raju SO
For Director
For & on behalf of President of India

Part I (A) – General Information and Instructions

1. **Pre-bid Conference:** N/A
2. **Last Date and Time for submission of online bids:** On **12th July 2018 up to 1400 Hrs.**
The Vendor should submit the bids (both techno-commercial & price bids) before due date & time. The responsibility to ensure this lies with the bidders.
3. **Location of the Tender Box:** Online submission only.
4. **Manner of Depositing the Bids:** Online submission only.
5. **Time and Date for Opening of Bids:** On **13th July 2018 at 1430 Hrs.**
If due to any exigency, the due date for opening of the bids is declared a closed holiday, the bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer.
6. **Place of Opening of the Bids:** Bids will be opened online.
7. **Marking of Bids:** N/A
8. **Procedure for Submission of Bid:**
 - a) **Single Bid System:** As per standard online e-procurement procedure system.
9. **Forwarding of Bids –** Bids should be submitted by bidders through online only, under their original memo/letter pad inter alia furnishing details like TIN,VAT/CST number, Bank address with EFT account if applicable etc. and complete postal and e-mail addresses, Telephone No. & FAX No. of their office failing which the bid would not be considered.
10. **Clarification Regarding Contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the Bids..
11. **Validity of Bids:** The Bids should remain **valid for 90 days from** the last date of submission of the bids.
12. **Modification and Withdrawal of Bids:** A bidder may re-submit or withdraw their bids prior to deadline prescribed for submission of bids.. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the specified period of bid validity.
13. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD), in favour of The Director Defence Avionics Research Establishment, Bangalore in the currency of their quote for amount of **Rs. 24,000/-** or equivalent along with their bids. Foreign bidders to submit EMD in their currency equivalent to EMD. The copy of EMD shall be uploaded along with Techno-commercial bid and the hardcopy of the same should reach this Establishment by post with clearly mentioned **“Tender Ref.” No. & “Due Date”** on the envelop, not later than 10 days from the date of opening of the techno-commercial bids, otherwise, your quotation will be treated as rejected. The EMD may be submitted by Indigenous bidder in the form of an Account Payee Demand

Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee. In case of foreign bidder, EMD is to be submitted in the form of appropriate Bank Guarantee from a first class bank of international repute. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them, without any interest whatsoever, at the earliest after expiry of the final bid validity and latest on or before the thirtieth day after the award of the Contract. EMD of the successful bidder would be returned without any interest whatsoever after the receipt of Security Deposit from them as called for in the Contract. **EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organizations, National Small Industries Corporation (NSIC), Departments of MoD, and other DRDO labs as per the policy of Government of India in vogue. Such bidders would be required to furnish the relevant documents in their Techno Commercial bid in support of the claim.**

The EMD will be forfeited if the Bidder withdraws, amends, impairs or derogates from the tender in any respect within the validity period of their tender.

14. **Clarification Regarding Contents of the Bids:** During evaluation of 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.
15. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected. Non-compliance of applicable General Information will disqualify your Bid.
16. **Unwillingness to Quote:** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be de-registered for the range of items in this RFP, as per the policy in vogue.
17. Bidders must submit Quotation pertaining to themselves only except in cases covered under Para 11 above.
18. Bids of debarred/blacklisted firms will not be considered for evaluation. In this connection the bidders must submit a self-declaration certificate as per the format attached herewith.

Part I (B)- Instruction for Online Bid Submission

1. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital signature Certificates. 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.
2. More information useful for submitting online bids on the CPP Portal may be obtained at <https://eprocure.gov.in/eprocure/app>.

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 Enrollment" on the CPP Portal which is free of charge.
2. As part of the enrollment 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 enrollment, 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 to others which may lead to misuse.
6. Bidders then log 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 Help-desk.

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 contents 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 in 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” 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 lead to 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, not later than 10 days from the date of opening of the techno-commercial bid. 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. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 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.

- 1) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 2) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 3) Upon the successful and timely submission of bids (i.e. 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.
- 4) 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.

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 CPP Portal Helpdesk.

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, the date of the Supply Order would be deemed as effective date. In case a contract is to be signed by both the parties, the Contract shall come into effect on the date of signatures of both the parties on the Contract (Effective Date) or as agreed during negotiations. The 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 either of the following provisions:

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

Or

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

Or

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

4. **Penalty for Use of Undue influence:** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract or any other contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or anyone employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift,

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

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

Or

The Seller confirms and declares in the Techno-Commercial bid that they have engaged an agent, individual or firm, for promotion of their product. In such case, following details are to be submitted in the Techno-Commercial bid:

- a) Name of the Agent
 - b) Agency Agreement between the seller and the agent giving details of their contractual obligation.
 - c) PAN Number, name and address of bankers in India and abroad in respect of Indian agent
 - d) The nature of services to be rendered by the agent and
 - e) Percentage of Commission payable to the agent
6. **Access to Books of Accounts:** In case it is found to the satisfaction of the Buyer that the Bidder/Seller has violated the provisions of Para 4 and/or Para 5 above to obtain the Contract, the Bidder/Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial 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. **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.

9. **Liquidated Damages:** LD to be charged shall be 0.5% per week or part thereof, of the basic cost (excluding taxes & duties on final product) of the delayed service which the seller has failed to deliver within the period for delivery in the contract subject to maximum of 10% of the total order value (excluding taxes & duties on final product).
10. **Termination of Contract:** The Buyer shall have the right to terminate the Contract in part or in full in any of the following cases:-
 - i) The store is not received/rendered as per the contracted schedule(s) and the same has not been extended by the Buyer.
 - ii) The delivery of the store is delayed for causes not attributable to Force Majeure for more than 06 months after the scheduled date of delivery and the delivery period has not been extended by the Buyer.
 - iii) The Seller is declared bankrupt or becomes insolvent.
 - iv) The Buyer has noticed that the Seller has violated the provisions of Para 4 and/or Para 5 above to obtain the Contract.
 - v) As per decision of the Arbitration Tribunal.
11. **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.
12. **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.
13. **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.
14. **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.
15. **Taxes and Duties**
 - i) **In respect of Foreign Bidders:** NA
 - ii) **In respect of Indigenous Bidders:**
 - a) **General**
 - If the quoted prices exclude Excise Duty or Central Sales Tax / VAT / Service Tax or any other Statutory Duties/Taxes, the same must be specifically stated

with applicable rates. In the absence of same, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

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

b) **Customs Duty:** NA (for Customs Notification No. 39/96 as amended)

c) **Excise Duty:** NA (for under Notification No. 64/95 as amended and 10/97 as amended)

- CENVAT Excise Duty: N/A

d) **Octroi Duty & Local Taxes/GST**

- 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.
- DARE is being public funded institution under the administrative control of the Department of Defence Research & Development of the Government of India and is entitled to avail concessional rate of GST @ 5% in terms of Government Notification No.47/2017 Integrated Tax (Rate) and notification No 45/2017 in terms of central tax (Rate) dated 14/11/2017 and FD 48 CSL 2017 Bangalore Dated 14/11/2017 issued by Karnataka Finance Secretariat.

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

Part III – Special Terms and Conditions

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

1. **Apportionment of Quantity: N/A**
2. **Performance cum Warranty Bond:**

The seller in case of Indian bidders may be required to furnish a performance cum warranty bond for an amount of 10% of order/contract value (excluding of taxes and duties) by way of Bank draft, Fixed Deposit receipt, Banker's cheque 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 contractual obligations, including warranty obligation. Performance cum Warranty Bond is returned to the Seller on successful completion of all its obligations, including warranty obligation, under the contract. In case the execution of the contract is delayed beyond the contracted period and the Buyer grants the extension of delivery period, with or without liquidated damages, the Seller must get the BG revalidated, if not already valid.

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

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

9. **Payment Terms:**

- a) **For Indigenous Seller:** 100% payment within 30 days by CDA (R&D) against receipt, inspection, installation and acceptance of stores at DARE.
- b) **For Foreign Seller:** NA.

NOTE: ALL BANK CHARGES OUTSIDE INDIA WILL BE STRICTLY TO SELLER ACCOUNT.

10. **Advance Payments:** No advance payment will be made.

Or

Interest free mobilization advance payment of ___% of the Contract value may be made, preferably in not less than two installments, against submission of Bank Guarantee, in favour of The Director (Lab Name), (Place), of 110% of advance payment (from first class bank of international repute in case of foreign seller) by the private firm or against submission of Indemnity Bond by the Govt. organizations/PSUs. In case of termination of the Contract due to default of the Seller, interest free mobilization advance would be deemed as interest bearing advance, compounded quarterly, at the rate of 2% above (i) Prime Lending Rate of State Bank of India for Indian seller, and (ii) LIBOR rate for the foreign seller. The rates as applicable on the date of receipt of advance will be considered for this.

11. **Part Supply and Pro rata Payment:** N/A

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:** NA

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) 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).
 - e) Original copy of the Contract and amendments thereon, if any.
 - f) Any other document/ certificate that may be provided for in the Contract.
- ii) **Foreign Sellers:** NA

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

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:** N/A

17. **Export License:** NA

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

19. **Terms of Delivery**

For Foreign Bidder:NA

For Indigenous Bidder:The delivery of goods/Execution of services shall be At DARE (destination) basis.

20. **Packing and Marking Instructions:** NA

21. **Inspection Instructions:** Required, as per enclosed scope of work

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: 01 year** from the date of acceptance of order.
25. **Product Support: N/A**
26. **Price Variation (PV) Clause:** Not acceptable.
27. **Delivery Schedule: 30 days** from the date of placement of LOI/order whichever is possible.
28. **Split order can be placed:** Not Applicable.
29. **Intellectual Property Rights (IPR):** Not Applicable.
30. **Training: NA**

**PART IV- Vendor Qualification Criteria:-
(As per scope of work Annexure I)**

Part V – Essential Details of Items/Services Required

1. **Schedule of Requirements:** List of item required is as follows: –

SL No.	Description	Quantity
01.	Microsoft project professional 2016 Server software Part No:H30-05613	01 Nos
02.	Microsoft project professional 2016 CAL License for client Part No:H21-03451	34 Nos

2. **Technical Details: As per Scope of Work attached**

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

Para of RFP specifications	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)

For Commercially-Off-The-Shelf (COTS) items, it is mandatory to enclose catalogue/technical brochure to support the claims of compliance.

4. **Delivery Period:** Expected Delivery Period for supply of items/rendering services would be **30 days from the date of placement of LOI/order whichever is possible**. Please note that the Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period with/ without LD clause will be at the sole discretion of the Buyer.
5. **INCOTERMS for Delivery and Transportation (for Foreign Bidders only):** Unless otherwise specifically agreed to by the Buyer and the Seller and incorporated in the Contract, the applicable rules and regulations for transportation of goods from foreign countries will be as per the contemporary version of International Commercial Terms (INCOTERM 2010) evolved by International Chamber of Commerce, Paris.

6. **Consignee details:**

Name: DIRECTOR

Address: DEFENCE AVIONICS RESEARCH ESTABLISHMENT
Government of India
Ministry of Defence, R&D Organisation
P.B. No. 9366, C.V. Raman Nagar,
Bangalore-560 093, India

Contact Officer (commercial): Shri S.Sagaya Raju SO

. Contact details : +91 80 2504 7500
. FAX : +91 80 25347717
. E-mail : mmg@dare.drdo.in

Contact Officer (Technical) : Smt Renuka Sheelwanth TO'B'

. Contact details : +91 80 2504 7500

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.

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, i.e., all inclusive cost viz. basic price plus taxes, freight, insurance etc. 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 Excise Duty, Custom Duty, Central Sales Tax (CST) / Value Added Tax (VAT) and other local 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:
Where

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

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

1. **Price Bid Format:** The Price Bid Format as given below is required to be filled by Bidders:
- i. Basic cost of the item/service:

Sl. No.	Item Description	Qty.	Unit Price	Total Basic
01.	Microsoft project professional 2016 Server software Part No:H30-05613	01 Nos		
02.	Microsoft project professional 2016 CAL License for client Part No:H21-03451	34 Nos		

- ii. Accessories
- iii. NRE
- iv. Installation / Commissioning charges
- v. Training
- vi. Technical literature/Documentation
- vii. Tools
- viii. Any other item
- ix. Quantum of discount, if offered
- x. Octroi / Entry taxes:
- xi. GST:
- xii. Grand Total:
- xiii. Comprehensive AMC cost
- xiv. Non- Comprehensive AMC cost
- xv. ToT Cost

TENDER NO. 6100/DARE/LPD/LP REV/18-19**COMMERCIAL TERMS AND CONDITIONS – DARE**

Firms are requested to indicate their acceptance for under mentioned

Standard Commercial Terms & Conditions of DARE.

Our Quotation No. _____ & Date _____

<u>Sl NO.</u>	<u>Commercial Terms</u>	<u>DARE Terms</u>	<u>Confirmation of vendors to DARE Terms</u>	
1.	Currency	Indian Currency	Yes/No	<input type="checkbox"/>
2.	Validity of quote	90 days from the date of opening of the tender	Yes/No	<input type="checkbox"/>
3.	Payment	100% payment within 30 days by CDA (R&D) against receipt, inspection, installation and acceptance of stores at DARE.	Yes/No	<input type="checkbox"/>
4.	Delivery Period	30 days from the date of placement of LOI/order whichever is possible	Yes / No	<input type="checkbox"/>
5.	Terms of delivery	F.O.R. DARE	Yes/No	<input type="checkbox"/>
6.	Inspection	At DARE, Bangalore	Yes/No	<input type="checkbox"/>
7.	Place of Delivery	At DARE, Bangalore	Yes/No	<input type="checkbox"/>
8.	GST	Indicate % of Tax [Refer Part –II Standard Terms and Conditions @ Sl.No 15(d) for GST concession certificate]	_____% Yes/No	<input type="checkbox"/>
9.	Warranty	01 year from the date of acceptance of order	Yes/No	<input type="checkbox"/>
10.	Installation and Commissioning	Required	Yes/No	<input type="checkbox"/>
11.	Performance cum Warranty bond	The seller may be required to furnish a performance cum warranty bond for an amount of 10% of order/contract value (excluding of taxes and duties) by way of Bank draft, Fixed Deposit receipt, Banker's cheque or a Bank Guarantee valid for a period of 60 days beyond the date of completion of all contractual obligations, including warranty obligation.	Agreed/ Not Agreed	<input type="checkbox"/>
12.	Liquidated Damage (LD)	LD @ 0.5% per week/part thereof, subject to maximum of 10% of the total order value for the delayed supply/service.	Agreed/ Not Agreed	<input type="checkbox"/>
13.	EMD / Registration Certificate	Please refer sl. no. 14 of Part I (A) of tender documents.	Furnished/ Not Furnished	<input type="checkbox"/>
14.	Ordering Information [Order to be placed on]	(Indicate Name and Address of the firm)		

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 WE of 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 of20.....

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 address of branch

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/ organizations 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/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract , without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Vigilance self-Declaration

File No.

Quotation No.

It is hereby certified that M/s (firm with full address) in the past have never been banned/Debarred for doing business dealings with any Departments/ Ministries of Government of India and that there is no enquiry going on by CBI/ED/any other Government agency against us.

Signature

With date & Seal of the firm

Vigilance Declaration: The above declaration may please be submitted duly signed and stamped under your letter head. Please note that your quotation will be rejected, if you fail to furnish the declaration along with your offer.