

दूरभाष/TEL: 080 - 2524 0272/66

फैक्स/FAX:080 - 25241507



भारत सरकार/Govt. of India

रक्षा मंत्रालय/Ministry of Defence

रक्षा अनुसंधान तथा विकास संगठन

Defence Res. & Dev. Organization

गैस टरबाइन अनुसंधान स्थापन

Gas Turbine Research Establishment

पत्र पेटी सं. 9302 Post Box No. 9302

सी.वी.रामन नगर C.V. Raman Nagar

बेंगलूर/BANGALORE - 560 093

मिसिल सं./File No. GTRE/MMG/BMR2/2077/14

दिनांक/Date: 05 Dec 2014

Invitation of Bids for CCTV SYSTEMS

Tender / Request for Proposal (RFP) Reference No. **GTRE/MMG/BMR2/2077/14**

To

M/s

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1. Bids in sealed cover are invited for supply of items listed in Part V of this RFP as per Single / Two Bid System. Please superscribe the above mentioned Title, RFP reference number and date of opening of the Bids, as per Para 5 of Part I of the RFP, on the sealed cover to avoid the Bid being declared invalid.
2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below:

a)	Bids/queries to be addressed to	:	Director, GTRE
b)	Postal address for sending the Bids	:	C.V. Raman Nagar, Bangalore – 560 093, India
c)	Name & designation of the contact Officer	:	C. Harikrishnan, Sr. Stores Officer Gdr. I
d)	Telephone number(s) of the contact Officer	:	9180 2504 0272/266/269
e)	Fax number(s)	:	9180 2524 1507
f)	e-mail ID of contact Officer	:	mmgbm@gtre.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 the time, place of submission and opening of tenders, Validity period of tenders, 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 Director, GTRE reserves the right to change or vary any part thereof or foreclose the procurement case at any stage. The Director, GTRE also reserves the right to disqualify any vendor, should it be necessary, at any stage on grounds of National Security.
5. You may contact The Director Gas Turbine Research Establishment, C.V. Raman Nagar, Bangalore for any grievance related to bidding condition, bidding process and/or rejection of bid. With regard to bidding condition, this shall be done in writing at least seven days in advance of the stipulated date of submission of bid.

Yours sincerely,

(_____)

For Director
For & on behalf of President of India

Part I – General Information and Instructions

1. **Last Date and Time for Depositing the Bids: On 05 Jan 2015 at 1430 Hrs. (IST)**

The sealed Bid (both Techno-Commercial and Price bid, in case two bids are called for) should be deposited/ reach by the due date and time. The responsibility to ensure this lies with the Bidder.

2. **Location of the Tender Box: Security Gate at GTRE, CV Raman Nagar, Bangalore – 93, India**

Bidders may drop their bids in the tender box at the designated place.

3. **Manner of Depositing the Bids:** Sealed Bids should be either dropped in the Tender Box or sent by post at the address given, in the “Invitation of Bids”, so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered.

4. **Time and Date for Opening of Techno-commercial Bids: On 05 Jan 2015 at 1500 Hrs. (IST)**

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 Director, GTRE.

5. **Place of Opening of the Bids: MATERIAL MANAGEMENT GROUP BUILDING, GTRE, BANGALORE.**

The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Relevant parts and important commercial/ technical clauses quoted by all Bidders will be read out in the presence of the representatives of the participating Bidders. This event will not be postponed due to non presence of your representative.

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

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

Two Bid System: Bid shall be submitted in two parts i.e. Part I - Techno-Commercial bid and Part II – Price bid. Both the parts of the Bid shall be submitted in separate sealed envelopes superscribing “Techno-Commercial bid” or “Price bid”, as applicable, along with Tender Reference No. and put both the envelopes in a third sealed envelope superscribing Title of the RFP, Tender Reference No. and Date of Opening. Only the Techno-Commercial bids would be opened on the time and date mentioned above. Date of opening of the Price bids will be intimated after acceptance of the Techno-Commercial bids. The Price bid of the other Bidders, whose Techno- Commercial bid are found non-compliant, will be returned to the Bidders, in sealed and unopened condition as received

8. **Forwarding of Bids :** Bids should be forwarded by Bidders, 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 of their office failing which the bid would not be considered.

9. **Clarification Regarding Contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Director, GTRE 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.

10. 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.
11. **Validity of Bids:** The Bids should remain valid for **120 DAYS** from the last date of submission of the Bids.
12. **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 Director, GTRE 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.
13. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD), in favour of The Director GTRE and payable at Bangalore, India for an amount of **Rs.27,000/- along with their bids. Foreign bidders to submit EMD in their currency equivalent to Rs.40,000/. EMD shall be enclosed in the envelope containing the PRICE BID and the details of which like Draft/Pay Order Number, Date, Amount, Bank's name may be indicated in the techno-commercial bid.** 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. 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 (e.g. DGS&D), National Small Industries Corporation (NSIC), Departments of MoD, other DRDO labs and as per the policy of Government of India in vogue. Such bidders would be required to furnish the relevant documents in their Techno-Commercial bid in support of the claim. The EMD will be forfeited if the Bidder withdraws, amends, impairs or derogates from the tender in any respect within the validity period of their tender.
14. **Clarification Regarding Contents of the Bids:** During evaluation of bids, the Director, GTRE 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 10 above.
18. 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 Director, GTRE. 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 the following provision:

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.

4. **Penalty for Use of Undue influence:** The Contractor 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 Director, GTRE 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 Contractor or anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) or the commission of any offers by the Contractor 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 Director, GTRE to cancel the contract and all or any other contracts with the Contractor and recover from the Contractor the amount of any loss arising from such cancellation. A decision of the Director, GTRE or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Contractor. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Contractor towards any officer/employee of the Director, GTRE or to any other person in a position to influence any officer/employee of the Director, GTRE for showing any favour in relation to this or any other contract, shall render the Contractor to such liability/ penalty as the Director, GTRE 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 Director, GTRE.
5. **Agents / Agency Commission:** The Contractor confirms and declares to the Director, GTRE that the Contractor 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 Contractor; 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 Contractor agrees that if it is established at any time to the satisfaction of the Director, GTRE that the present declaration is in any way incorrect or if at a later stage it is discovered by the Director, GTRE that the Contractor 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 Contractor will be liable to refund that amount to the Director, GTRE. The Contractor will also be debarred from entering into any contract with the Government of India for a minimum period of five years. The Director, GTRE will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Contractor who shall in such an event be liable to refund all payments made by the Director, GTRE 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 Director, GTRE will also have the right to recover any such amount from any contracts in vogue with the Government of India.

6. **Access to Books of Accounts:** In case it is found to the satisfaction of the Director, GTRE that the Bidder/Contractor has violated the provisions of Para 4 and/or Para 5 above to obtain the Contract, the Bidder/Contractor, on a specific request of the Director, GTRE, 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 Director, GTRE/Contractor, 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 Contractor's failure to submit the Bonds, Guarantees and Documents, supply the stores / goods and conduct trials, installations of equipment, training, etc. as specified in the Contract, the Director, GTRE may, at his discretion, withhold any payment until the completion of the Contract.
9. **Liquidated Damages:** The Director, GTRE may deduct from the Contractor, as agreed, liquidated damages at the rate of 0.5% per week/part thereof, of value of stores that could not be put to use due to late delivery subject to a maximum of 5% of the total order value (inclusive of taxes and duty) of the Contract.
10. **Termination of Contract:** The Director, GTRE 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 Director, GTRE.
 - ii) The Contractor is declared bankrupt or becomes insolvent.
 - iii) The Director, GTRE has noticed that the Contractor has violated the provisions of Para 4 and/or Para 5 above to obtain the Contract.
 - iv) 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 Contractor 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 Director, GTRE.
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 Contractor shall indemnify the Director, GTRE 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 Contractor 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:** All taxes, duties, levies and charges which are to be paid for the delivery of stores/services, including advance samples, shall be paid by the parties under the Contract in their respective countries. However, the corporate/individual income tax, if applicable, will continue to be paid by the concerned party/individual. DRDO is a public funded research institution and has been exempted from the payment of Customs Duty, as per the description of stores and conditions thereon, under Customs Notification No. 51/96 as amended. (Applicable where INCOTERM is DDP (destination))
- 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 Director, GTRE by the Contractor. All such adjustments shall include all reliefs, exemptions, rebates, concession etc., if any, obtained by the Contractor.
 - TDS as per Income Tax Rules will be deducted and a certificate to that effect will be issued by the Director, GTRE.
- b) **Customs Duty**
- DRDO is a public funded research institution and has been exempted from the payment of Customs Duty, as per the description of stores and conditions thereon, under Customs Notification No. 39/96 as amended.
 - The successful bidder would be issued a Customs Duty Exemption Certificate (CDEC) under the said notification at the time of import clearance for the goods being imported against the Contract. Bidder would be required to submit a copy of their order to principal along with principal's acceptance and proforma invoice at least four weeks in advance from the expected date of arrival of goods to this office for issuance of CDEC.
 - Bidders may note that CDEC would be issued ONLY in favour of beneficiary of the Contract.

c) **Excise Duty**

- DRDO is a public funded research institution and has been exempted from the payment of Excise Duty, as per the description of stores and conditions thereon, under Notification No. 64/95 as amended and 10/97 as amended.
- The successful bidder would be issued Excise Duty Exemption Certificate (EDEC) by this office under the said notification at the time of dispatch of finished material from the factory for goods manufactured against the Contract.
- Bidders may note that EDEC would be issued ONLY in favour of beneficiary of the Contract.
- Unless otherwise specifically agreed to in terms of the Contract, the Director, GTRE shall not be liable for any claim on account of fresh imposition and/or increase of Excise Duty on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.
- **CENVAT Excise Duty:** Bidders are advised to specifically mention the rate of Excise Duty payable in spite of issuance of EDEC to facilitate correct evaluation of quotes. In the absence of such explicit declaration, it would be deemed that quoted prices include applicable CENVAT Excise Duty.

d) **Octroi Duty & Local Taxes**

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

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 Director, GTRE. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. Security Deposit

- i) **Indigenous Bidder:** The Contractor may be required to furnish a Security Deposit by way of Fixed Deposit (FD)/Demand Draft (DD)/Bank Guarantee (BG), in favour of Director, GTRE Bangalore and payable at Bangalore for a sum equal upto 10% of the Contract value. The BG should be valid upto 60 days beyond the scheduled date of delivery. The specimen of BG can be provided on request.
- ii) **Foreign Bidder:** The Contractor may be required to furnish a Security Deposit by way of Bank Guarantee (BG) from Contractor's Bank through an internationally recognized first class bank, in favour of Director, GTRE Bangalore for a sum equal upto 10% of the Contract value. The BG should be valid upto 60 days beyond the scheduled date of delivery. The specimen of BG can be provided on request.

The Security Deposit will be forfeited by the Director, GTRE, in case the conditions regarding adherence to delivery schedule and/or other provisions of the contract are not fulfilled by the Contractor.

2. **Option Clause:** The Contract will have an Option Clause, wherein the Director, GTRE 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 Director, GTRE to exercise this option or not.
3. **Repeat Order Clause:** The Contract will have a Repeat Order Clause, wherein the Director, GTRE 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 Director, GTRE to exercise the Repeat order or not.
4. **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.
5. **Permissible Time Frame for Submission of Bills:** To claim payment (part or full), the Contractor shall submit the bill(s) along with the relevant documents within **07 days** from the completion of the activity/supply.
6. **Payment Terms**
 - a) **For Indigenous Contractor:** The payment will be made as per the following terms, on production of the requisite documents:
100% payment within 30 days by CDA (R&D) through ECS on receipt, installation, commissioning, training, inspection and acceptance of stores at GTRE along with submission of PBG 10% of the order value valid till the completion of warranty period.
 - b) **For Foreign Contractor:**
100% payment within 30 days after receipt, inspection and acceptance of stores/equipment in good condition or after receipt of necessary documents as per delivery terms. This can also be released on furnishing an irrevocable bank guarantee, from first class bank of international repute, for equivalent amount as applicable.
Note : All Bank charges payable in India is to Director, GTRE's account and Bank charges outside India is to Contractor's account.
7. **Advance Payments:** No advance payment will be made.

8. Mode of Payment

- a) **For Indigenous Contractors:** 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 Contractor:**
 - i) The payment will be arranged through Letter of Credit from Reserve Bank of India/State bank of India/any other Public Sector Bank, as decided by the Director, GTRE, to the Bank of the Foreign Contractor as per mutually agreed terms and conditions. The Letter of Credit will preferably be opened with validity of 90 days from the date of its opening, on extendable basis by mutual consent of both the parties. Letter of Credit opening charges in India will be borne by the Director, GTRE. However, the extension charges, if any, will be borne by the party responsible for the extension.
 - ii) For contract costing up to US \$ 100,000 (or equivalent), preferable mode of payment will be by Direct Bank Transfer (DBT). DBT payment will be made within 30 days of receipt of clean Bill of Lading / AWB /Proof of shipment and such other documents as are provided for in the contract, but such payments will be subject to the deductions of such amounts as the Contractor may be liable to pay under the agreed terms of the Contract.

9. Part Supply and *pro rata* Payment: Not applicable .

10. Documents to be furnished for claiming Payment

- i) **Indigenous Contractors:** The payment of bills will be made on submission of the following documents by the Contractor to the Director, GTRE:
 - a) Ink-signed copy of Contingent Bill.
 - b) Ink-signed copy of Commercial Invoice / Contractor's Bill.
 - c) Guarantee/ Warranty Certificate.
 - d) Performance Bank Guarantee/ Indemnity Bond, if applicable.
 - 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.
- ii) **Foreign Contractors:** In case of payment through Letter of Credit (LC), paid shipping documents are to be provided to the Bank by the Contractor as a proof of dispatch of goods as per contractual terms /LC conditions so that the Contractor gets payment from LC. The Bank will forward these documents to the Director, GTRE for getting the goods/stores released from the Port/Airport. However, where the mode of payment is DBT, the paid shipping documents are to be provided to the paying authority by the Director, GTRE.
Documents will include:
 - a) Clean on Board Airway Bill/Bill of Lading
 - b) Original Invoice
 - c) Packing List
 - d) Certificate of Origin from Contractor's Chamber of Commerce, if any.
 - e) Certificate of Quality and year of manufacture from OEM.
 - f) Dangerous Cargo Certificate, if applicable.
 - g) Insurance Policy of 110% value in case of CIF/ CIP contract
 - h) Certificate of Conformity and Acceptance Test at PDI, if any.
 - i) Physio-sanitary/ Fumigation Certificate, if any.
 - j) Performance Bond / Warranty Certificate.
 - k) Any other documents as provided for in the Contract.

11. **Force Majeure Clause:**

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

12. **Export License:** 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 Director, GTRE for export clearance from the country of origin.

13. **Terms of Delivery**

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

14. **Packing and Marking Instructions:**

- a) The Contractor 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 Contractor 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 Contractor'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 Contractor 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 Contractor'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 Contractor by the Director, GTRE, 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 Director, GTRE shall finalize the marking with the Contractor.

15. **Inspection Instructions:** As indicated in the Scope of Work.

Inspection Authority: The Inspection will be carried out by a representative of the Lab/Estt duly nominated by the Director.

16. **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 Director, GTRE 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 Director, GTRE in any manner. The goods are being rejected without prejudice to the rights of the Director, GTRE under the terms and conditions of the contract."

17. **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 Contractor shall collect the defective or rejected goods from the location nominated by the Director, GTRE and deliver the repaired or replaced goods at the same location, within mutually agreed period, under Contractor's arrangement without any financial implication on the Director, GTRE.

18. **Warranty:** The Contractor 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 Contractor 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 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 Director, GTRE shall be entitled to call upon the Contractor to rectify the goods/stores/articles or such portion thereof as is found to be defective by the Director, GTRE within a reasonable period without any financial implication on the Director, GTRE. **(APPLICABLE FOR ONE YEAR FROM THE DATE OF ACCEPTANCE)**

19. **Product Support:** As indicated in the Scope of work.

20. **Intellectual Property Rights (IPR):** The rights of Intellectual Property, developed under the Contract, will be either the property of Govt. of India or jointly owned by the Govt. of India and the Development Partner. The holding of rights of intellectual property will be decided by the Director, GTRE based on the merits of the case. Even where IPR is jointly held, Govt. of India will have the marching rights on IPR, i.e., the Development Partner will have to give technical know-how/design data for production of the item to the designated Production Agency nominated by Govt. of India. The Development Partner will, however, be entitled to license fee / royalty from designated agency as per agreed terms and conditions. The Development Partner will also be entitled to use these intellectual properties for their own purposes, which specifically excludes sale or licensing to any third party.

PART IV- Vendor Qualification Criteria

The broad criteria for qualifications of bidders should have the facilities that can be scheduled to meet the time frames, quantity and varieties as per the Scope of work enclosed.

Part V – Essential Details of Items/Services Required

1. **Schedule of Requirements:**

Sl. No.	Description	Denom	Qty
01	CCTV Systems***	Each	As per scope of work

*** As per Scope of work

2. **Technical Details:**

- Specifications/Drawings:** Specifications/Drawings is enclosed at Annexure 'A' to this Tender. Specifications/drawings supplied by this office are to be returned with the Techno-Commercial Bid.
- Technical details with technical parameters
- Requirement of training/on-the-job training
- Requirement of installation/commissioning
- Full Inspection details as per provisions made in Para 15 of Part III of the RFP
- Requirement of Technical Documentation
- Nature of assistance required after completion of warranty as per provisions made in Para 18 of Part III of the RFP
- Requirement of pre-site inspection
- Any other details, as considered necessary

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

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)

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 **10 weeks from the date of contract**. Please note that the Contract can be cancelled unilaterally by the Director, GTRE 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 Director, GTRE.

5. **INCOTERMS for Delivery and Transportation (for Foreign Bidders only):** Unless otherwise specifically agreed to by the Director, GTRE and the Contractor 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 : | GAS TURBINE RESEARCH ESTABLISHMENT |
| | Government of India |
| | Ministry of Defence, R&D Organisation |
| | P.B. No. 9302, C.V. Raman Nagar |
| | Bangalore – 560 093, INDIA |
| Contact details : | + 91 80 2504 0625 / + 91 80 2504 0272/66 |

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 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. The evaluation of price bid will be line wise of items.
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 GTRE, Bangalore 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) **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
 - f) 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.
 - g) 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.
 - h) 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 Director, GTRE.

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 of the item / items:

Sl. No.	Description	Unit Cost (Currency)	Qty	Total Cost (Currency)
01	CCTV systems as per GTRE scope of work		01	

ii) Accessories

iii) Non Recurring Equipment

iv) Installation / Commissioning charges

v) Training

vi) Technical literature/Documentation

vii) Tools

viii) Any other item

ix) Quantum of discount, if offered

x) Is Excise Duty (ED) extra? If yes, then mention following –

- a) Total value of items on which Excise Duty is leviable:
- b) Rate of Excise duty (item-wise, if different ED is applicable):
- c) Surcharge on Excise duty, if applicable?
- d) Total value of excise duty payable:

x) Is Excise Duty Exemption (EDE) required:

xii) Is VAT extra? If yes, then mention following:

- a) Total value on which VAT is leviable:
- b) Rate of VAT:
- c) Total value of VAT leviable:

xiii) Is Service Tax extra? If yes, then mention following:

- a) Total value of Services on which Service Tax is leviable:
- b) Rate of Service Tax leviable:
- c) Total value of Service Tax leviable:

xiv) Is Custom Duty Exemption (CDE) required: If yes, then mention following:

- a) CIF value of stores to be imported:
- b) Rate of Customs Duty payable:
- c) Total amount of Customs Duty payable:

xv) Octroi / Entry taxes:

xvi) Any other Taxes / Duties / Overheads / Other costs:

xvii) Grand Total: