

REQUEST FOR PROPOSAL

**OUTSOURCING OF TRAINING MODULES
FOR SSC(X/IT) COMBINED WITH ITSC (OFFICER) AND ITSC (SAILORS) COURSES
(2018-20)**

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| RFP INITIATED BY | Commanding Officer INS Valsura Jamnagar – 361 150 Gujarat. INDIA Tele 1: +91 288 3987 277 Tele 2: +91 288 3987 280 Tele 3: +91 288 3987 281 Fax: +91 288 2522053 Email: pdinsvalsura@navy.gov.in |
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**INVITATION OF BID FOR "OUTSOURCING OF TRAINING MODULES
FOR SSC(X/IT) COMBINED WITH ITSC (OFFICER) AND ITSC (SAILORS) COURSES
(2018-20)"**

Request for Proposal (RFP) Number: ITS-612/110(O)-5 Dated 11 May 18

1. Bids in sealed cover are invited for the services listed in Part II of this RFP. Please super scribe the above mentioned Title, RFP number and date of opening of the Bids 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: **Commanding Officer (for Officer-in-Charge, IT School), INS Valsura.**
 - (b) Postal address for sending the Bids:-

**The Commanding Officer
(for Officer-in-Charge, IT School)
INS Valsura
Jamnagar – 361150
Gujarat. India**

(c) Name, designation, telephone numbers, Email IDs and fax numbers of the contact personnel:-

| S.No | Name | Designation | Contact Details |
|-------|--------------------|---------------------------------------|---|
| (ii) | Lt Cdr Pankaj Rana | Senior Instructor- IT School, Valsura | Tele: +91 288 3987 280 Fax: +91 288 2522053 Email: pdinsvalsura@navy.gov.in |
| (iii) | SRA Patro EA(R)3 | Budget in-charge | Tele: +91 288 3987 281 Fax: +91 288 2522053 Email: pdinsvalsura@navy.gov.in |

3. This RFP is divided into five Parts as follows:-

(a) **Part I.** Contains general information and instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, validity period of tenders, etc.

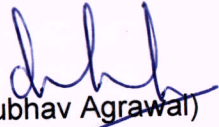
(b) **Part II.** Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.

(c) **Part III.** Contains standard conditions of RFP, which will form part of the contract with the successful Bidder.

(d) **Part IV.** Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.

(e) **Part V.** Contains evaluation criteria and format for price Bids.

4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.


(Anubhav Agrawal)
Commander
Officer in-Charge
IT School
for Commanding Officer

Jamnagar

File: ITS-612/110(O)-5

Date: 11 May 18

IMPORTANT NOTES

1. All the dates in this RFP have been mentioned in DD-MM-YYYY format and time has been mentioned in 24Hrs HHMM format.
2. The term 'Buyer', for the purpose of this document and unless repugnant to the context, shall refer to Commanding Officer, INS Valsura. The term 'Bidder', for the purpose of this document and unless repugnant to the context, shall refer to the highest authority in the Firm responding to this RFP and shall, if selected by the Buyer, supply the services/goods called for.
3. Standard terms, conditions, rules and regulations, financial or otherwise, of the Indian Navy, Ministry of Defence and Government of India apply over and above and in addition to the content stated in this document.
4. Commanding Officer, INS Valsura may withdraw/modify this documents and its part(s) there-of or render the whole document invalid without any notice. Any loss, financial or otherwise, due to the same or non-communication of the same will not be attributable to the Commanding Officer, INS Valsura, Indian Navy, Ministry of Defence or Government of India in any manner what-so-ever.

PART I – GENERAL INFORMATION

Submission/Opening of Tenders

1. **Last Date and Time for Depositing Bid.** The sealed Bids should be deposited/reach the postal address of the Buyer by **1100h on 01 Jun 18**. The responsibility to ensure this lies with the Bidder.

Manner of Depositing Bids

2. Sealed Bids, should be dropped in the box marked as “**TENDER BOX**” The same or sent by registered post at the address of the buyer mentioned earlier in the document 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 Email will not be considered (unless they have been specifically called for by these modes due to urgency).

Time and Date for Opening of Bids

3. Your sealed quotations should reach this office latest by **1100 hrs on 01 Jun 18** The bid would be opened by a committee at **1500 hrs on 01 Jun 18**.

Location of Tender Box

4. The tender box shall be placed at **Main Gate of INS Valsura**. Only those Bids that are found in the tender box or received by registered post at the address of the buyer will be opened. Bids dropped in the wrong tender box will be rendered invalid.

Place for Opening of Bids

5. The Bid shall be opened at **Conference Hall, Admin Block, INS Valsura**. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of any representatives. The bids should be clearly marked as BID for TENDER No **ITS-612/110(O)-5 dated 11 May 18**.

Two-Bid System

6. **This case will be pursued as a two bid system** since the technical content required for the hiring of services has been specified in detail and any deviation is not expected. The Technical Bid and the Commercial Bid should be **sealed in two separate envelopes/covers**, clearly marking the type of bid, that is, Technical Bid or Commercial Bid along with the title of the proposal and name of the firm. These two bids are again required to be enclosed in a single sealed cover with the Title, RFP number and date of opening of the Bids super scribed on the sealed cover to avoid the Bid being declared invalid. The vendor is required to **fill, sign and stamp the Technical Evaluation Compliance**

Statement placed at **Appendix 'A'** and submit along with the Technical Bid for technical evaluation. The document and pages of Technical Bid are to be serially numbered in order to facilitate easier evaluation and avoid any ambiguity. Only Technical Bid and EMD will be opened on the date and time of opening of Bids. Commercial Bids will later be opened only for those firms who are technically qualified.

Forwarding of Bids

7. **Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with EFT account if applicable, etc. and complete postal and Email address of their office. Incomplete bids are liable to be rejected.**

Clarification Regarding Contents of the RFP

8. A prospective Bidder who requires clarification regarding the contents of the Bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14(fourteen) days prior to the date of opening of the Bids. Copies of the query and clarification by the Buyer will be sent to all prospective Bidders who have received the Bidding documents. **Pre bid meeting will be held on 25 May 18 at 1100 Hrs**

Modification and Withdrawal of Bids

9. A Bidder may modify or withdraw his Bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of Bids. A withdrawal notice may be sent by fax but it should be followed by assigned confirmation copy to be sent by post and such signed confirmation should reach the Buyer not later than the deadline for submission of Bids. No Bid shall be modified after the deadline for submission of Bids. No Bid maybe withdrawn in the interval between the deadline for submission of Bids and expiration of the period of Bid validity specified. Withdrawal of a Bid during this period will result in Bidder's forfeiture of Bid security.

Clarification Regarding Contents of the Bids

10. During evaluation and comparison of Bids, the Buyer may, at his discretion, ask the Bidder for clarification of his Bid. The request of clarification will be given in writing and no change in price or substance of the Bid will be sought, offered or permitted. No post-bid clarification on the initiative of the Bidder will be entertained.

Rejection of Bids

11. 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.

Unwillingness to Quote

12. 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 delisted for the given range of items as mentioned in this RFP.

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

Earnest Money Deposit

14. Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs.4,57,840/- (Rupees Four Lakh Fifty-Seven Thousand Eight Hundred and Forty only)** in favour of The Principal Controller of Defence Accounts (Navy), Mumbai, payable at Mumbai, along with their bids. **The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial banks** (in accordance with Rule 170(i) of GFR-17). 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 at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender.

PART II – ESSENTIAL DETAILS OF SERVICES REQUIRED

Schedule of Requirements

1. List of services required is as follows:-

Financial Year 2018-20

| <u>Sl. No.</u> | <u>Name of item(s)/ service(s)</u> | <u>Sessions/ course</u> | <u>Qty (No. of Courses)</u> |
|---|---|-----------------------------|-------------------------------------|
| <u>ITSC(Sailors' Course) Module (No. of Trainees-50)</u> | | | |
| (a) | C and C++ Programming | 105 | 4 |
| (b) | Advanced Networking and Network Technologies (with case studies of Cisco switches used in Navy) | 120 | 4 |
| (c) | Windows Server 2008/2012 Administration | 60 | 4 |
| (d) | Linux Server Administration | 60 | 4 |
| (e) | Software Programming | 75 | 4 |
| (f) | Database Management | 90 | 4 |
| (g) | Introduction to Linux Environment | 30 | 4 |
| <u>SSC(X/IT) Officers' Course / ITSC(Officers' Course) Module (No. of Trainees-25)</u> | | | |
| (a) | C and C++ Programming | 145 | 4 |
| (b) | Ethical Hacking | 30 | 4 |
| (c) | Advanced Networking and Network Technologies (with case studies of Cisco switches used in Navy) | 120 | 4 |
| (d) | Windows Server 2008/2012 Administration | 60 | 4 |
| (e) | Linux Server Administration | 60 | 4 |
| (f) | Software Programming | 75 | 4 |
| (g) | Database Management | 90 | 4 |
| (h) | Introduction to Linux Environment | 30 | 4 |
| (j) | Introduction to Web Technologies | 60 | 4 |
| (k) | Software Engineering and UML Tools | 45 | 4 |
| (l) | Advanced Cryptography | 90 | 4 |
| (m) | Network Security | 90 | 4 |
| (n) | Operating System Security | 45 | 4 |
| (p) | Vulnerability Assessment & Penetration Testing | 45 | 4 |

(Technical details of each course is explained in details in Para 2 below)

Technical Details

2. The firm should be capable of providing IT training in the under mentioned areas and should have undertaken training in undermentioned courses for Govt. or Defence training establishment in past six years: -

Course 1 : Course in C and C++ Programming outspoken

- (a) C and C++ Fundamentals
- (b) Operators and Expressions
- (c) Control statement
- (d) Functions, Arrays, Pointers
- (e) OOP's Concepts
- (f) Structures and Unions
- (g) Classes and Objects
- (h) File handling
- (j) Different types of data structures
- (k) Arrays, Stacks, Queues
- (l) Linked Lists (Single, Double, Circular)
- (m) Trees, Threaded Trees, AVL Tree Graphs
- (n) Sorting, Searching, Hashing

Course 2: Ethical Hacking

- (a) Concept of Ethical Hacking
- (b) Email Hacking
- (c) Windows Hacking and Security
- (d) Trojans in Brief
- (e) Attacks on servers and security
- (f) Wireless Hacking
- (g) Mobile Hacking – SMS & Calls forging
- (h) Information Gathering and Scanning
- (j) Sniffers
- (k) Linux Hacking

Course 3: Course In Advance Networking & Network Technologies

- (a) Introduction to networking and networking Concepts
- (b) Principles of Data Networking and Communication
- (c) Layering in networks- TCP/IP suite & OSI layers
- (d) LAN topologies, network planning and cabling considerations
- (e) Network Protocols-LAN Protocols
- (f) IP Addressing schemes (IP4 & IP6)
- (g) Understanding Internetworking devices –hubs, switches, bridges , routers
- (h) Basic configuration of routers and switches using simulation tools
 - (i) Introduction to router programming, Switch Programme , ARP
 - (ii) Hands on BOSON Router Simulation
- (j) Network and Internet Technology
- (k) Working of DNS
- (l) Windows 2008/2010 server Administration and Configuration:-

- (i) Introduction to Window 2008/2010 network and implementation
- (ii) Configuration of network clients and policies formulation and implementation
- (iii) Monitoring tools and performance optimization
- (iv) Disaster Management
- (v) User Management
- (vi) Features, Administrative tasks and tools, Security
- (m) Domain Administration, Mail administration using Windows Exchange server
- (n) Concept of virtualization and emerging trends :-
 - (i) Case Study: VMWare implementation
 - (ii) Virtualization in Storage
- (p) Wireless Protocols : 802.16, 802.11b/g
- (q) Wireless access security protocols: WEP , WPA , WPA-2

Course 4: Windows Server 2008/ 2012 Administrator

- (a) Windows Server 2008 Administrator
- (b) Windows Server 2008 Group Policies and Policy Management
- (c) Group Policy Management for Network Client
- (d) System Level fault Tolerance (Clustering/ Network Load Balancing)
- (e) Backing Up Data in the Windows Server 2008 Environment
- (f) Recovering Data in the Windows Server 2008 Environment
- (g) Configuring Internet Information Services
- (h) Configuring File and Print Server in Windows Server 2008
- (j) Installing and Configuring Routing and Remote Access
- (k) Integration Active Directory in a Unix/ Linux Environment
- (l) Active Directory Domain Services
- (m) Terminal Services
- (n) Domain Name System and IPv6
- (p) DHCP / WINS/ Domain Controllers

Course 5: Linux Server Administrator

- (a) Network Set up and configuration
- (b) Basic networking Configuration
- (c) Troubleshooting Network issues
- (d) Organizing Networked Systems
- (e) Network File Sharing Services
- (f) SMB
- (g) Mail Server – Send mail configuration
- (h) DNS- Bind Configuration
- (j) Web Proxy- Squid Configuration
- (k) DHCP Configuration
- (l) Web Server – Apache Configuration
- (m) Security Tasks
- (n) Introduction to shell Script
- (p) Storage

Course 6 : Software Programming

- (a) Introduction to NET 4.0 Frameworks
- (b) NET 4.0 Framework Overview
- (c) Execution Process in .NET Environment

- (d) Application Domain
- (e) Language Interoperability
- (f) .NET Framework Class Library
- (g) Assemblies
- (h) Introduction of Windows Presentation Foundation
- (j) Introduction of Windows Workflow Foundation
- (k) Introduction of Windows Communication Foundation
- (l) ASP .NET
 - (i) ASP .NET Server Controls and client-side scripts
 - (ii) ASP .NET Web Server Controls
 - (iii) Validation Controls
 - (iv) Server Control Events
 - (v) User Controls in ASP .NET
 - (vi) Master Pages, Themes and skins
 - (vii) Working with Master-Detail relationship
 - (viii) ASP .NET State Management
 - (ix) ASP .NET Web Application Security
 - (x) ASP .NET Mobile Framework
 - (xi) Transaction Management
 - (xii) Building .NET components
 - (xiii) ADO.NET 4.0, Querying with LINQ
 - (xiv) Asp .Net AJAX
 - (xv) Custom Control
- (m) Database Management System
 - (i) Client/Server Computing
 - (ii) RDBMS Technologies
 - (iii) Codd's Rules
 - (iv) Data Models
 - (v) Normalization Techniques
 - (vi) ER Diagrams
 - (vii) Data Flow Diagrams
 - (viii) Data Integrity
 - (ix) Data Security
 - (x) Database recovery & backup
- (n) SQL
 - (i) Overview of Oracle
 - (ii) DDL, DML and DCL
 - (iii) Tables, Indexes and Views
- (p) Web services
 - (i) The Need for Web Services
 - (ii) Introducing Web Services
 - (iii) The Web Technology Stack and .NET
 - (iv) The .NET Alternatives to Web Services
 - (v) Common Web Service Scenarios
 - (vi) Implementing a Web Service
 - (vii) Creating a Web Service Project

Course 7: Database Management

- (a) MS SQL Server 2008 Overview
- (b) Installation of SQL Server 2008
- (c) Database Creation Process
- (d) Creating a new Database

- (e) Disaster Recovery
- (f) Managing Security
- (g) Monitoring SQL Server
- (h) Transferring Data in SQL Server
- (j) Automating Administrator Tasks
- (k) Maintaining High Availability in SQL Server
- (l) Introduction to Replication
- (m) Overview of MySQL
- (n) Overview of Oracle

Course 8: Introduction to Linux Environment

- (a) Linux Essential
- (b) Linux Installation
- (c) Linux System Administrator – Managing Startup
 - (i) Command Line
 - (ii) System Initialization
 - (iv) Booting and Run Level
 - (v) Package Management – Working with Packages
 - (vi) Kernel Services –Configuring the Kernel
 - (vii) System Services- Linux System Services
 - (viii) User Administrator
 - (ix) File System Management
 - (x) File system Security
 - (xi) File System Concepts and use
 - (xii) Processes and Jobs
 - (xiii) Advanced File System Management

Course 9: Introduction to Web Technologies

- (a) Introduction to web and Database Application
- (b) APACHE
- (c) WAMP
- (d) LAMP
- (e) RUBY

Course 10: Introduction to Software Engineering and UML Tools

- (a) Software Engineering overview
- (b) Software Architecture
- (c) Computer Aided Software Engineering
- (d) Unified Domain Language

Course 11: Advanced Cryptography

- (a) Description of Cipher
- (b) Data Encryption Standard (DES)
- (c) Security and Cryptanalysis
- (d) Advanced Encryption Standard (AES)
- (e) Elliptic Curve Cryptography (ECC)
- (f) Public Key Infrastructure (PKI)
- (g) Key Exchange

Course 12 : Network Security And Management

- (a) Introduction To Network Security
- (b) Why Is Network security Important?
- (c) Types Of Network Attacks
- (d) Common Security Threats
- (e) General Mitigation Techniques
- (f) The Network security Wheel
- (g) The Enterprise Security Policy
- (h) Securing Cisco Routers
- (j) Router Security Issues
- (k) Applying Cisco IOS Security Features To Routers
- (l) Securing Router Network services
- (m) Network analysis (Wireshark) , Protocol Analyzer (Wireshark)
- (n) Firewall Management
 - (i) Designing Firewall Rule Set
 - (ii) DMZ and Firewall Architecture
 - (iii) IPS and IDS concepts and implementation
- (p) Storage Computing & Network Storage: An Overview
 - (i) Security issues with network storage
 - (ii) Latest trends in security implementation on network storage devices
- (q) Certified Course in Ethical Hacking as per industry standards

Course 13: Operating System security

- (a) File System Security
- (b) RAID
- (c) Resource Security

Course 14: Vulnerability assessment & Penetration Testing

- (a) Application Security
- (b) Vulnerability Assessment
- (c) Bugs and Fixes
- (d) Testing Security
- (e) Penetration Testing
- (f) Case Study and IEEE Standards

Delivery Period

3. **130 weeks** from effective date of signing of contract. The duration of contract will be as per the course schedule as per ATP (annual Training Programme) promulgated by the Navy. The training has to be delivered at the site INS Valsura, Jamnagar. Any delays or advancements will not be considered after Work Order is issued. The training would be conducted six days in a week (Mon – Sat) from 0800 to 1700 Hrs. There would be lunch break for one hour in between.

Documentation & Deliverables

4. The vendor would be responsible to provide the following documents and deliverables as part of the contract which are to be forwarded to respective Command IT officers prior commencement of each course, as directed by IHQ MoD (N)/DIT.

| SNo | Items | Number required |
|-----|--|---|
| (a) | Training material for various courses to be conducted. This also includes books on the Software taught and handouts by the firm. | One per trainee |
| (b) | Any software tool being utilized for various aspects of training (viz. Security tools, CBT Package). | 04 Sets. |
| (c) | Mark list of trainees for each course. Mark list is to be forwarded to Course Coordinator within one week of completion of the training. | Two copies for each course undertaken (Hard and Soft Copies). |
| (d) | Feedbacks from Trainees | One per trainee |

Responsibilities of the Vendor

5. The vendor should modify the syllabus for the courses indicated at para 02 above, to accommodate any changes in technology / new technology in consultation with OiC ITS, INS Valsura at least 20 days prior to conduct of the course.
6. Conduct the course(s) as per schedule agreed mutually.
7. The vendor will conduct the course(s) as agreed mutually and forward the session-wise/day wise break-up of the theory and laboratory sessions, evaluation material and methodology details of the courses being run at INS Valsura. All candidates undergoing training will be provided with relevant course material covering the agreed syllabus of the course before start of the course/module and also the course-passing certificate after successful completion of the training, as per specimen attached.
8. Valsura acknowledges and agrees that vendor shall not be responsible / liable for grasping/understanding/intake/absorption of participants in respect of courses taught/imparted by vendor faculty.
9. The training material (books, CDs, Handouts etc) are to be submitted to course coordinator for acceptance atleast **one month before the commencement of training**. Any changes/ requirements by Navy on the training material must be adhered to by the firm. The accepted training material must be delivered at the respective training location at least two working days in advance from date of commencement of the course.
10. Vendor would have to depute **experienced trainers for conducting the training**. The experience of the trainer in a particular course for which he/she would be deputed must be as mentioned. Further the trainer would have to take a model class for the subject. The same would be attended by ITS Staff and on successful clearance from the staff, the trainer would be cleared for conduct of training.
11. The qualification and experience of the instructors selected for training Naval personnel would be as follows:-

| S.NO | NAME OF ITEM(S)/ SERVICE(S) | Qualification |
|------|---|--|
| (a) | Networking, & System Administration | Microsoft Certified Professional in Windows Server 2008/ CCNA or MCITP or equivalent CERTIFIED |
| (b) | Network Security And Management | CCNS or MCSIT or equivalent |
| (c) | Course In Software Programming | MCAD/MCPD or equivalent |
| (d) | Course in Security Engineering And Management | MCAD/MCPD or equivalent/ CERT-in empaneled /certified |
| (e) | Course in C and C++ Programming | MCA / BE (Computer Science Engineering) |

12. General qualification criteria for the vendor: -

- (a) The bidder should have been in the field of IT training for the last 05 years and should have a minimum annual turnover of Rs. 50 lakh from Education and Training business for each of the last three financial years.
- (b) Organization must be in profit from last 03 years.
- (c) Bidder should have relevant ISO 9001 certificate in Education & Training field.
- (d) Bidder should have experience of imparting IT training for last three years.
- (e) Bidder should have experience in conducting training of government employee of any state or central government.
- (f) Bidder should have experience of creating customised course material for training to be imparted.

Consignee Details

13. The Commanding Officer
(for Officer-in-Charge, IT School)
INS Valsura
Jamnagar – 361 150
Gujarat, India

PART III – STANDARD CONDITIONS OF RFP

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

Law

2. The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

Effective Date of the Contract

3. **The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract.** The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

Arbitration

4. All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any disputed is agreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).

Penalty for use of Undue influence

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

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

Non-disclosure of Contract Documents

6. 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.

Liquidated Damages

7. In the event of the Seller's **failure to submit the Bonds, Guarantees** and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed services.

Termination of Contract

8. The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:-

- (a) The delivery of the services is delayed for causes not attributable to Force Majeure for more than **two months** after the scheduled date of delivery.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The delivery of material is delayed due to causes of Force Majeure by more than **two months** provided Force Majeure clause is included in contract.
- (d) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission touch individual/company etc.
- (e) As per decision of the Arbitration Tribunal.

Notices

9. Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

Transfer and Sub-Letting

10. The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

Amendments

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

Taxes and Duties

12. (a) **General:-**

(i) If Bidder desires to ask for excise duty or GST extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

(ii) 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.

(iii) **The bidder no longer has the option to quote all-inclusive rates as per amendment 1/2015 to DPM-2009 issued by MoD(Fin) New Delhi, letter dated 10 Nov 2015.**

(iv) If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

(v) Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed

to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

(b) **Excise Duty:-**

(i) Where the excise duty is payable on advalorem basis, the Bidder should submit along with the tender, the relevant form and the Manufacturer's price list showing the actual assessable value of the stores as approved by the Excise authorities.

(ii) Bidders should note that in case any refund of excise duty is granted to them by Excise authorities in respect of Stores supplied under the contract, they will pass on the credit to the Buyer immediately along with a certificate that the credit so passed on relates to the Excise Duty, originally paid for the stores supplied under the contract. In case of their failure to do so, within 10 days of the issue of the excise duty refund orders to them by the Excise Authorities the Buyer would be empowered to deduct a sum equivalent to the amount refunded by the Excise Authorities without any further reference to them from any of their outstanding bills against the contract or any other pending Government Contract and that no disputes on this account would be raised by them.

(iii) The Seller is also required to furnish to the Paying Authority the following certificates:-

(aa) Certificate with each bill to the effect that no refund has been obtained in respect of the reimbursement of excise duty made to the Seller during three months immediately preceding the date of the claim covered by the relevant bill.

(ab) Certificate as to whether refunds have been obtained or applied for by them or not in the preceding financial year after the annual Audit of their accounts also indicating details of such refunds/applications, if any.

(ac) A certificate along with the final payment bills of the Seller to the effect whether or not they have any pending appeal/protest for refund or partial refund of excise duties already reimbursed to the Seller by the Government pending with the Excise authorities and if so, the nature, the amount involved, and the position of such appeals.

(ad) An undertaking to the effect that in case it is detected by the Government that any refund from Excise Authority was obtained by the Seller after obtaining reimbursement from the Paying Authority, and if

the same is not immediately refunded by the Seller to the Paying Authority giving details and particulars of the transactions, Paying Authority will have full authority to recover such amounts from the Seller's outstanding bills against that particular contract or any other pending Government contracts and that no dispute on this account would be raised by the Seller.

(ae) Unless otherwise specifically agreed to in terms of the contract, the Buyer shall not be liable for any claim on account of fresh imposition and/or increase of Excise Duty on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.

(c) **GST:-**

(i) If it is desired by the Bidder to ask for GST to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the Bid, it will be presumed that the prices quoted by the Bidder are inclusive of sales tax and no liability of sales tax will be developed upon the Buyer.

(ii) On the Bids quoting GST extra the rate and the nature of GST applicable at the time of supply should be shown separately GST will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax and the same is payable as per the terms of the contract.

(d) **Octroi Duty & Local Taxes:-**

(i) 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.

(ii) In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or bylaws/notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

PART IV – SPECIAL CONDITIONS OF RFP

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

Performance Guarantee

2. The Bidder may be required to furnish a Performance Guarantee by way of Bank Guarantee drawn in favour of **The Principal Controller of Defence Accounts (Navy), Mumbai**, payable at Mumbai, through a public sector bank/ Nationalised bank for a sum equal to **10 % (Ten percent) of the contract value within 30 days of receipt of the confirmed Work order/ signing of the contract**. Performance Bank Guarantee should be valid up to 60 days beyond the completion of Delivery Period. The PBG should be drawn in favour of **Principal Controller of Defence Accounts (Navy), Mumbai**, payable at Mumbai. The specimen of PBG is given in DPM-15, placed at Appendix 'B' (available in MoD website).

Liquidated Damages

3. In the event of the Seller's failure to deliver the goods by the date specified in the contract the Buyer may deduct from the Seller as liquidated damages the sum of 0.5 % of the contract price of the undelivered goods for delay of each week or part of week and the Seller shall submit the documents after deduction of the liquidated damages subject to a maximum of 10% of the contract price of the undelivered goods. But if the delay is on account of any cause, which the Seller promptly notifies to the Buyer and the Buyer admits as a reasonable ground for extending the time for delivery, no liquidated damages will be leviable during the additional time thus agreed to by the Buyer. In this context, provisions of paragraph 7.10 of this Manual may also be referred to.

★ Option Clause

4. The contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.

★ Repeat Order Clause

5. The contract will have a Repeat Order Clause, wherein the Buyer can order upto 50% quantity of the items under the present contract within six months from the date of supply/successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.

Tolerance Clause

6. To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to 5 % plus/minus increase or decrease the quantity of the required goods upto that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

Payment Terms for Indigenous Sellers

7. It will be mandatory for the Bidders to indicate their bank account numbers and other relevant payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). The payment will be made on basis of actual sessions conducted for the subjects indicated at Part II Para 1 and **as per the following terms**, on production of the requisite documents:-

| <u>S. No.</u> | <u>Activity Completion</u> | <u>Payment</u> |
|----------------------|--|---|
| (a) | On completion of SSC(X/IT) Officers Batch and submission of all bills covered in the batch | On actual pro-rata basis for the subjects taught for the course |
| (b) | On completion of ITSC (Sailors) Batch and submission of all bills covered in the batch. | On actual pro-rata basis for the subjects taught for the course |

Advance Payments

8. No advance payment(s) will be made.

Paying Authority

9. The paying authority will be as follows:-

(a) **Indigenous Sellers**:-

The Principal Controller of Defence Accounts (Navy)
Office of the PCDA (Navy)
Imprest Section
No.1, Co-operage Road
Mumbai – 400 039

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

- (i) Ink-signed copy of contingent bill / Seller's bill.
- (ii) Ink-signed copy of Commercial invoice / Seller's bill.
- (iii) Copy of Supply Order/**Contract** with U.O. number and date of IFA's concurrence, where required under delegation of powers.
- (iv) CRVs in duplicate.
- (v) Inspection note.
- (vi) Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.
- (vii) Exemption certificate for Excise duty / Customs duty, if applicable.
- (viii) Bank guarantee for advance, if any.
- (ix) Performance Bank guarantee / Indemnity bond where applicable.
- (x) DP extension letter with CFA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.
- (xi) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
- (xii) Any other document / certificate that may be provided for in the Supply Order / Contract.
- (xiii) User Acceptance.

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

Fall Clause

10. The following Fall clause will form part of the contract which will be placed on successful Bidder:-

- (a) The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons/Organisation including the purchaser or any department of the Central government or any Department of state government or any

statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.

(b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organisation including the Buyer or any Deptt, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:-

(i) Exports by the Seller.

(ii) Sale of goods as original equipment at price lower than lower than the prices charged for normal replacement.

(iii) Sale of goods such as drugs which have expiry dates.

(iv) Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private parties and bodies.

(c) The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract – “We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/organisation including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract except for quantity of stores categories under sub-clauses (a),(b) and (c) of sub-para (ii) above details of which are given below:-

Risk & Expense Clause

11. The risk and expense clauses shall be as follows:-

(a) Should the stores or any instalment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any instalment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a

remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

(b) Should the stores or any instalment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

(c) In case of a material breach that was not remedied within **45 (forty five) days**, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-

(i) Such default.

(ii) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there-under.

(d) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed **10%** of the value of the contract value.

Force Majeure Clause

12. The force majeure clauses shall be as follows:-

(a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than **10 (ten) days** from the moment of their beginning.

(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of **30 (thirty) days** to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

Buy-Back Offer

13. NA.

Specification

14. The following Specification clause will form part of the contract placed on successful Bidder:-

(a) The Seller guarantees to meet the specifications as per Part-II of RFP and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer Services as per modifications/requirements recommended after the Maintenance Evaluation Trials. All technical literature and drawings shall be amended as the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical upgradation/alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenisation or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques along-with necessary tools as a result of upgradation/alterations will be provided to the Buyer free of cost within **07 days** of affecting such upgradation/alterations.

Earliest Acceptable Year of Manufacture

15. NA.

Transportation

16. The classes will be conducted at INS Valsura premises. The transportation cost of the Rep visiting the unit will be borne by the vendor.

Quality

17. The quality of the study materials delivered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in Seller's country or specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the stores to be supplied under this Contract shall be new i.e. not manufactured before (Year of Contract), and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past if any. The Seller

shall supply an inter-changeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

Quality Assurance

18. Seller would provide the Standard Acceptance Test Procedure (ATP) within **03 month** of this date of contract. Buyer reserves the right to modify the ATP. Seller would be required to provide all test facilities at his premises for acceptance and inspection by Buyer. The details in this regard will be coordinated during the negotiation of the contract. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.

Inspection Authority

19. The Inspection will be carried out by **Officer-in-Charge, IT School, INS Valsura**. The mode of Inspection will be **Departmental Inspection**.

20. **Price Variation (PV) Clause** The following PV clause will form part of the contract placed on successful Bidder (Note - DGS&D Manual provides Standardized Price Variation Clauses. Any of those clauses could be considered for inclusion. A sample clause is indicated below):-

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

$$P1 = Po \{ F + a (M1/Mo) + b (L1/Lo) - Po \}$$

Where P1 is then adjustment amount payable to the supplier (a minus figure will indicate a reduction in the Contract Price) Po is the Contract Price at the base level. F is the Fixed element not subject to Price Variation a is the assigned percentage to the material element in the Contract Price. b is the assigned percentage to the labour element in the Contract Price. Lo and L1 are the wage indices at the base month and year and at the month and year of calculation respectively. Mo and M1 are the material indices at the base month and year and at the month and year of calculation respectively. If more than one major item of material is involved, the material element can be broken up into two or three components such as Mx, My, Mz. Where price variation clause has to be provided for services (with insignificant inputs of materials) as for example, in getting Technical Assistance normally paid in the form of per diem rates, the price variation formula should have only two elements, viz. a high fixed element and a labour element. The fixed element can in such cases be 50% or more, depending on the mark-up by the supplier of the Per Diem rate vis-a-vis the wage rates.

(b) Following conditions would be applicable to Price Adjustment:-

- (i) Base dates shall be due dates of opening of price Bids.
- (ii) Date of adjustment shall be mid point of manufacture.
- (iii) No price inc'rease is allowed beyond original DP unless the delay is attributable to the Buyer.
- (iv) Total adjustment will be subject to maximum ceiling of 5% (five percent).
- (v) No price adjustment shall be payable on the portion of contract price paid to the Seller as an advance payment.

PART V – EVALUATION CRITERIA & PRICE BID ISSUES

1. **Evaluation Criteria.** The broad guidelines for evaluation of Bids will be as follows:-

(a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP.

(b) **The Lowest Bid will be decided upon the lowest basic price quoted by the particular Bidder as per the Price Format given at Para 2. All taxes and duties (including those for which exemption certificates are issued) quoted by the bidder will be in addition to the total basic cost to the Buyer and would NOT be the deciding factor for ranking of bids.**

(c) The Bidders are required to spell out the rates of GST in unambiguous terms otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If a Bidder is exempted from payment of GST duty up to any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of GST, it should be brought out clearly. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of GST which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

(d) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

(e) The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

(f) Any other criteria as applicable to suit a particular case.

2. (a) **Price Bid Format.** The Price Bid Format is given below and Bidders are required to fill this up **on their original memo / letter pad duly stamped and signed by the firm's representative** correctly with full details: -

| <u>Sl. No.</u> | <u>Name of item(s)/ service(s)</u> | <u>Sessions/ course</u> | <u>Qty (No. of Courses)</u> | <u>Rate/ Course</u> | <u>Amount</u> |
|---|---|-----------------------------|-------------------------------------|-------------------------|-------------------|
| SSC(X/IT) Officers' Course Module (No. of Trainees-25) | | | | | |
| (o) | C and C++ Programming | 145 | 4 | | <i>Basic Cost</i> |
| (p) | Ethical Hacking | 30 | 4 | | <i>Basic Cost</i> |
| (q) | Advanced Networking and Network Technologies (with case studies of Cisco switches used in Navy) | 120 | 4 | | <i>Basic Cost</i> |
| (r) | Windows Server 2008/2012 Administration | 60 | 4 | | <i>Basic Cost</i> |
| (s) | Linux Server Administration | 60 | 4 | | <i>Basic Cost</i> |
| (t) | Software Programming | 75 | 4 | | <i>Basic Cost</i> |
| (u) | Database Management | 90 | 4 | | <i>Basic Cost</i> |
| (v) | Introduction to Linux Environment | 30 | 4 | | <i>Basic Cost</i> |
| (x) | Introduction to Web Technologies | 60 | 4 | | <i>Basic Cost</i> |
| (y) | Software Engineering and UML Tools | 45 | 4 | | <i>Basic Cost</i> |
| (z) | Advanced Cryptography | 90 | 4 | | <i>Basic Cost</i> |
| (aa) | Network Security | 90 | 4 | | <i>Basic Cost</i> |
| (bb) | Operating System Security | 45 | 4 | | <i>Basic Cost</i> |
| (p) | Vulnerability Assessment & Penetration Testing | 45 | 4 | | <i>Basic Cost</i> |
| Total | | | | | <i>Total 1</i> |
| <u>Sl. No.</u> | <u>Name of item(s)/ service(s)</u> | <u>Sessions/ course</u> | <u>Qty (No. of Courses)</u> | <u>Rate/ Course</u> | <u>Amount</u> |
| ITSC(Sailors' Course) Module (No. of Trainees-50) | | | | | |
| (a) | C and C++ Programming | 105 | 4 | | <i>Basic Cost</i> |
| (b) | Advanced Networking and Network Technologies (with case studies of Cisco switches used in Navy) | 120 | 4 | | <i>Basic Cost</i> |

| | | | | | |
|--------------------------------|---|----|---|--|--------------------------------------|
| (c) | Windows Server 2008/2012 Administration | 60 | 4 | | <i>Basic Cost</i> |
| (d) | Linux Server Administration | 60 | 4 | | <i>Basic Cost</i> |
| (e) | Software Programming | 75 | 4 | | <i>Basic Cost</i> |
| (f) | Database Management | 90 | 4 | | <i>Basic Cost</i> |
| (g) | Introduction to Linux Environment | 30 | 4 | | <i>Basic Cost</i> |
| Total | | | | | <i>Total 2</i> |
| Total 3 (Total 1 + Total 2) | | | | | <i>Total Amount</i> <i>(1 +2)</i> |
| Taxes (GST @ ____%) on Total 3 | | | | | <i>Tax Amount</i> |
| Grand Total | | | | | Total Amount |

- (b) Technical literature.
- (c) Is GST extra? If yes, then mention the following:-
- (i) Total value on which GST is leviable.
 - (ii) Rate of GST.
 - (iii) Total value of GST leviable.
- (d) Any other Taxes / Duties / Overheads / Other costs.
- (e) Grand Total:-

TECHNICAL EVALUATION COMPLIANCE STATEMENT
(To be forwarded after filling and duly stamped and signed with technical bid)

| <u>Ser</u> | <u>Para of RFP specifications item-wise</u> | <u>Criteria</u> | <u>Compliance Status (Yes/No)</u> | <u>Supporting Documents Required with reference in Bid Submitted</u> |
|------------|--|--|-----------------------------------|--|
| 1 | | Compliance to entire RFP. | | All pages of RFP should be duly signed by authorized representative and round seal of the firm to be put on all pages and to be submitted along with the Technical Bid to confirm compliance to the criteria |
| 2 | Para 6&7 of Part I General Information | Forwarding of Bids. | | Commercial Bid and Technical Bid to be sealed in separate covers Details to be furnished i.a.w. Para 7 of Part I of RFP |
| 3 | Para 13 of Part I- General Information | Validity of Offer: The Bids should remain valid for 180 days from the last date of submission of the Bids. Validity of bid to be also mentioned in the Commercial bid separately | | Refer Para _____ of Page ____ of Bid |
| 4 | Para 14 of Part I General Information | EMD for Rs.4,57,840/- (Rupees Four Lakh Fifty-Seven Thousand Eight Hundred and Forty only) to be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks . | | To be enclosed. (Exemption certificate to be enclosed, if EMD not provided) |
| 5 | | The SELLER must have valid GST registration. Mandatory: GST details to be enclosed along with Technical bid | | Refer Para _____ of Page ____ of Bid |
| 6 | Para 1 and 2 of Part II- Essential details of services required and Technical Specifications | Schedule of Requirement. Mandatory: Declaration Certificate by firm concurring to Schedule of Requirement and its Technical Specifications | | Refer Para _____ of Page ____ of Bid |
| 7 | Para 2 (Technical Details) of Part II of RFP | The vendor must have undertaken IT Training in the courses mentioned at Para 2 (Technical Details) of Part-II of RFP for Govt or Defence training establishment in past six years | | Refer Para _____ of Page ____ of Bid |

| | | | | |
|----|---|---|--|---|
| 8 | Para 10 and 11 of Part-II of RFP | Educational Qualification | | Refer Para _____ of Page _____ of Bid (Educational certificates of Instructors to be attached) |
| 9 | Para 12(a) – 12 (f) of Part-II of RFP | General qualification criteria for the vendor | | Refer Para _____ of Page _____ of Bid |
| 10 | Para 5 of Part III | The SELLER must give an undertaking that the SELLER will not hire services of any foreign agency or foreign national at any stage of the contract. | | Refer Para _____ of Page _____ of Bid |
| 11 | Para 1 of Part V | The SELLER are to give an undertaking on their letter head that the SELLER has not been blacklisted by any Govt. organization in the last 5 years from the date of submission of Bid and agrees to the conditions mentioned in Para 1 (I, ii, iii) of the part V of RFP | | Refer Para _____ of Page _____ of Bid |
| 12 | Para 7, 8 and 9 of Part IV | Payment Terms and Paying Authority | | The relevant pages of RFP should be duly signed by authorized representative and round seal of the firm to be put on all pages and to be submitted along with the Technical Bid to confirm compliance to the criteria |
| 13 | Para 2 of Part IV of RFP | Performance Guarantee | | |
| 14 | Para 7 and 8 of Part III – Standard Conditions of RFP | Liquidated Damages, and Termination of Contract | | |
| 15 | Para 5 and 6 of Part IV - Special Conditions of RFP | Repeat Order and Tolerance Clause | | |
| 16 | | The firm must be registered and incorporated under Indian Companies Act 1956. A documentary proof of registration is required to be submitted along with the Technical bid. The certificate must be valid at the time of T-bid evaluation | | Refer Para _____ of Page _____ of Bid |
| 17 | | The vendor must be an Information Technology company and specialized in IT education/ training delivery. | | Refer Para _____ of Page _____ of Bid |

| | | | | |
|----|--|--|--|---------------------------------------|
| 18 | | The vendor should have its own training centers to provide the practical training to trainees, if required. The list of training centres with address, contact details etc should be forwarded along with the technical bid. | | Refer Para _____ of Page _____ of Bid |
| 19 | | The vendor must have imparted successful IT training programs in any sector for at least Three years . Certified copy of work completion certificates to be attached. In case of ongoing training, work order may be enclosed | | Refer Para _____ of Page _____ of Bid |
| 20 | | Complete Address of Registered Head Office. Also to be mentioned on Price Bid | | Refer Para _____ of Page _____ of Bid |
| 21 | | Summary of Annual Report and Balance Sheet (including Profit & Loss Statement), IT filing returns for the past two years . Copy to be enclosed | | Refer Para _____ of Page _____ of Bid |
| 22 | | Consortium approach is not acceptable | | |

All documents to be attached along with Technical bid. Firms qualifying on the above aspects will only be considered for further evaluation of the Commercial Bids

Appendix-B

Refers to Para 2 of Part IV

PERFORMANCE BANK GUARANTEE FORMAT

(As per Form DPM-15)

From:

Bank _____

To,

The Principal Controller of Defence Accounts (Navy)
13 Cooperage Road
Cusrow Baug Colony
Dr Ambedkar Statue Chowk Area, Colaba,
Mumbai, Maharashtra - 400001

Dear Sir,

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

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

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

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

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

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