

**REQUEST FOR PROPOSAL (RFP) FOR  
PROCUREMENT OF ADD ON MODULES OF LDRA SOFTWARE TESTING TOOL  
SUITE**

**LIMITED TENDER ENQUIRY**

To,

**As per approved LTE Vendor list**

TCoE/Procurement/LDRA Tool/501

22 Dec 17

**REQUEST FOR PROPOSAL (RFP) NO 52 DATED 22-Dec-17**

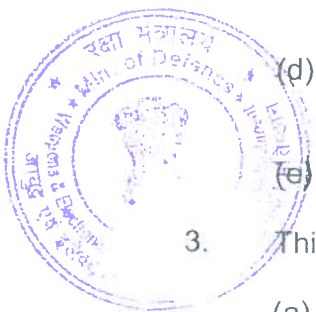
1. Bids in single sealed cover containing Commercial bids are invited for **procurement of add on modules of LDRA software testing tool suite** for WESEE, MoD on Limited Tender Enquiry basis. The procurement will be an agreement between the purchaser and the supplier for the scope of the work as listed 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 of bid 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 General WESEE,  
(for HoD TCoE)  
West Block -V, RK Puram,  
New Delhi – 110 066
- (b) Postal address for sending the Bids : West Block -V, RK Puram,  
New Delhi - 110 066
- (c) Name/designation of the contact personnel: Lt Cdr A Bhatnagar,  
SM
- (d) Telephone numbers of the contact personnel : 011 – 26172062;  
(M): 9818681839
- (e) Fax number : 011 - 26104686

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.



(Abhishek Bhatnagar)  
Lt Cdr  
System Manager  
(for Director General)

26 Dec 17

## PART I – GENERAL INFORMATION

1. **Last date and time for depositing the Bids.** 1300 Hrs on 16 Jan 17. The sealed bids should be deposited by the due date and time. The responsibility to ensure this lies with the Bidder.
2. **Manner of depositing the Bids.** Single bid system shall be followed. Sealed Commercial bid should be either dropped in the Tender Box marked as **WESEE Tender Box** or sent by registered post at the address given above 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 (unless they have been specifically called for by these modes due to urgency). In case of inability to submit the bid, a regret letter is mandatory to be forwarded in response to the RFP.
3. **Time and date for opening of Bids.** Bids will be opened at 1500 hrs on 16 Jan 17. If due to any exigency, the due date for opening of the bids is declared a closed holiday, the bids will be opened on the next working day at the same time or on any other day/ time, as intimated by the Buyer. The time and date for the Price Negotiation would be intimated subsequent to the L1 bidder.
4. **Location of the Tender.** Tender Box is located at Reception Gate of West Block –V, RK Puram, New Delhi - 110066. Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box/ Letter Box will be rendered invalid.
5. **Place of opening of the Bids.** Bids will be opened at Logistic Office, WESEE, West Block –V, RK Puram, New Delhi – 110066. The bidders may depute their representatives, duly authorised 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 representative(s).
6. **Type of Tender and Bid.** This is on a **Limited Tender Enquiry** basis and no unsolicited bids will be accepted/ entertained by this office in accordance with GFR 2017. This procurement is on **Single Bid Tender** basis where both the technical and commercial details, along with other information, as sought are to be submitted together in a single sealed cover by the bidder.
7. **Forwarding of Bids.** The Commercial bids should be forwarded by Bidders under their original memo/ letter pad *inter alia* furnishing details like **TIN number, VAT/CST/GST number, Bank address with EFT Account if applicable, etc and contact nos., complete postal & e-mail address of their office.**
8. **Clarification regarding contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the buyer in writing about the clarifications sought not later than 04 (four) days prior to the date of opening of the bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.

9. **Modification and Withdrawal of Bids.** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but 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 period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

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

11. **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.

12. **Unwillingness to quote.** Bidders unwilling to quote should ensure that intimation to this effect reaches WESEE before the due date and time of opening of the Bid, failing which the ***defaulting Bidder may be delisted*** for the given scope of work as mentioned in Part II of this RFP.

13. **Validity of Bids.** The bids should remain valid till **90 days** from the last date of submission of the bids and the rates quoted therein shall be valid for the entire contract period.

14. **Earnest Money Deposit (EMD):** Bidders are required to submit ***Earnest Money Deposit (EMD) of Rs 25380/- Twenty Five Thousand Three Hundred Eighty Only by way of demand draft in favour of Director General, WESEE, payable at Delhi*** along with the bid. 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 public sector banks or private sector bank authorized to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request). EMD is to be 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 30<sup>th</sup> 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.

15. **Certificate by Vendor:** It is mandatory for the vendor to fill up the compliance matrix placed at **Appendix 'A'** to this RFP and submit the same along with their Commercial bid. Format of the commercial bid is placed at **Appendix 'B'** to this RFP.

## PART II – ESSENTIAL DETAILS OF ITEMS/ SERVICES REQUIRED

1. **Schedule of Requirements.** The organization intends to procure add on modules of LDRA software testing tool suite, as per the specification mentioned in the table below: -

S. No.	Description	Quantity
(a)	LDRA TBsafe for Linux, C/C++	01
(b)	LDRA TBmisra for Linux, C/C++	02
(c)	LDRA Target License Package (TLP) for QT Integration Development	01
Subject to terms, conditions and requirements as contained/ detailed in the subject RFP.		

2. **Access to Buyer's installation environment.** The Buyer will provide all necessary relevant technical information including snapshots, error logs, and configuration files etcetera while reporting/ logging a problem with the Service Provider. The Service Provider would be required to extend support and resolve issues based on limited access to information provided by the Buyer .Access to Buyer's installation environment by the Service Provider through VPN or remote dial-in will not be permitted under any circumstance. In case the Service Provider requires access to Buyer's installation environment, the same would be provided by the Buyer at installation site on as required basis under strict supervision and control.

3. **Service Level Agreement (SLA).** The Service Provider/ Contractor/ Seller is required to submit proposed Service Level Agreement which shall define the guaranteed quality and performance of the service being offered/ proposed against the subject RFP. The performance shall relate to both license subscription and services that are covered under the subject RFP which shall be inclusive of software subscription & support of LDRA testing tool suite installed at WESEE.

4. **Coverage/ Support Period.** The required coverage/ support period would be 08 Hours a day (0900 Hrs to 1700 Hrs IST) for 05 Days a week (Monday to Friday). Service Provider/ Contractor/ Seller should submit the list of Service Provider's holidays/ non-working days along with the bids for information, however support should be provided by the Service Provider during the period as indicated above.

5. **Maintenance Patch.** A release of or for a supported product that includes the most recent resolutions.

6. **SLA Escalations.** List of holidays as per Service Provider/ Contractor/ Seller are to be provided along with the bids to exclude the same for counting towards SLA escalations clock.

7. **Resolution.** Either a software modification or addition that, when made or added to the supported product, corrects a supported Incident; or a work-around, procedure or routine that, when observed in the regular installation or operation of the software, eliminates the practical adverse effect of such supported incident on



customer; or replacement of the supported product. It includes patches and bug fixes. The workarounds would however be considered as temporary resolution and the service provider/ contractor/ seller would be required to provide a permanent solution to the reported incident within timeframe indicated in this SLA.

8. **Supported Incidents.** A material defect in materials and workmanship of the supported products, or failure of the supported product to conform to the specifications set forth in the documentation ("Documentation") relating to that version of the supported product, resulting in the inability to use, or restriction in the use of, the Supported Product.

9. **Supported Products.** Current version of the Software and any prior versions for which Service Provider provides support and which has been procured by the Buyer/ Customer.

10. **Life of Product/ Services.** The Service Provider/ Contractor/ Seller by entering into this contract would agree and guarantee to provide continual support to Customer/ Buyer as and when contracted to ensure sustenance of product(s) and services procured for a minimum period of 07 Years from the date of activation of services to ensure Buyer's business continuity and to safeguard/ protect Buyer's investment.

11. **Notice for End-of-life.** The Service Provider/ Contractor/ Seller will intimate the Buyer through written email regarding any announcement of End-of-Sale and End-of-Life of the product purchased by the Buyer at least one year in advance. The Service Provider/ Contractor/ Seller will also indicate the update/ upgrade plan along with detailed procedure to ensure seamless migration. Any upgrades including minor and major releases would be made available to the Buyer at mutually agreed nominal rates payable separately as an upgrade license fee. This clause shall be read in conjunction with clause for 'Life of Product/ Service' indicated above.

12. The proposed SLA shall define the service level parameters concerning recurring services that are expected to be provided by the Service Provider/ Contractor/ Seller. The proposed SLA along with commercial bids including but not restricted to the following terms and conditions with regard to SLA shall be submitted as part of the bid by all the bidders to avoid disqualification: -

### **Subscription**

(a) During the support period, access to LDRA web portal shall be granted to the Buyer to download periodic updates/ upgrades, patches and fixes as and when released by the OEM through a suitable link and implement the same on the Buyer's Server.

### **Standard Support & Maintenance**

(b) Technical support shall include, but not limited to the following: -

(i) Ensuring operation, performance and capability of the product/ solution during the contract period as per specifications mentioned by the Service Provider/ Supplier in their quotation and as published/

claimed by the product OEM in their catalogue/ website for the subject product/ service.

(ii) Replying to Buyer's queries related to the Product/ Services contracted.

(iii) Analyzing challenges/ issues that prevent the product from operating as it was designed/ claimed, and troubleshooting/ resolving the failures as relevant.

(iv) Updating Buyer about the status of resolution of discovered defects and plan for mitigating in forthcoming patches.

(v) Providing instructions to Buyer to properly install, configure and administer the LDRA tool suite to achieve/ implement specific designed behaviour.

(vi) Providing access to Service Provider's knowledge database.

(vii) Access to Customer Support online Portal to submit and track support tickets.

(viii) Identifying challenges faced by the Buyer and provide best practices to get the most benefit from the product.

### Support/ Services

(c) Availability of Service desired -

(i) Customer Care - Business Hours as 08 Hours a day (0900 Hrs to 1700 Hrs IST) for 05 Days a week (Monday to Friday).

(ii) Online Support - 24x7 access to Web support portal. Availability of email, voicemail & defect reporting/ tracking

### Priority, Impact and Urgency level

(d) Technical Support and maintenance shall address issues based on the *Impact, Urgency* and the resulting *Priority* as detailed in subsequent section.

(e) Impact levels. Shall be determined by the TSE (Technical Support Engineer) of the OEM with assistance from the Customer/ Buyer to help give resolution priority to problems causing the greatest impact. This defines the business criticality of the issue and the extent of the degradation of service.

(i) Critical. The Customer/ Buyer is unable to operate their business due to issues with LDRA tool suite. The software is not operational and a work around is not available.

(ii) High. Severe errors exist that disable major software functions. Buyer's ability to perform tasks is significantly impeded. The error may be repetitive in nature and impacts timely performance of tasks. No work around is available.

(iii) Medium. Errors disabling only certain non-essential functions in the software. Impact is confined to an inconvenience with minimal impact on basic functionality. A reasonable time bound workaround shall be provided by the OEM.

(iv) Low. Enhancement request, documentation error or minor flaw in the software exists. The issue does not impact product quality, performance or functionality.

(f) Urgency level. Urgency level would indicate the acceptable delay by the Buyer in resolving a reported issue. The Buyer would assign an Urgency level as detailed below to an issue reported through the OEM support portal: -

(i) Emergency. For an Emergency issue, the buyer requires immediate attention from support, highest level of response requested.

(ii) Important. An Important Urgency level indicates that the buyer requires expedited resolution, but can bear minimal delays.

(iii) Normal. For a Normal Urgency level, buyer needs to have the issue addressed quickly, but can get by for now.

(iv) Deferrable. Issue may be resolved later, a delay in resolution is considered acceptable.

(g) Priority level. The Priority level shall be determined by a combination of Impact and Urgency identifies the sequence in which support cases are to be worked. A higher Priority entails escalation and notification to higher levels within the company (OEM).

(i) Priority 1. Prevents operation of the system and critically affects Buyer's production environment. This level implies immediate and sustained effort by OEM using any and/ or all available resources as required until the issue is resolved with real time/ daily interaction with buyer and follow up.

(ii) Priority 2. Significant reduction in specific functionality of the system. The situation is considered highly volatile, requiring regular follow up communications every 48 hours with a resolution provided in the next software release.

(iii) Priority 3. Minor reduction in specified functionality, but does not impede system operation in a normal manner. This priority level dictates that the issue be addressed as soon as possible, but after issues of Priority 1 and 2 levels. Regular follow up communication every 72 hours.



(iv) Priority 4. Minor bugs and errors that do not impede system operation in a normal manner. Indicates that the issue needs to remain "Open", but to be addressed on an as available basis as long as resolution falls within defined SLAs. Follow up frequency is to be determined by the buyer.

### **Response and Resolution Standards**

(h) The Technical Support shall address reported issues within defined timelines as detailed below: -

(i) Priority 1. For Priority 1 issues, Service Provider shall provide: -

(aa) An initial response within FOUR (04) buyer's business hours during the coverage period.

(ab) Daily follow ups on the status of resolving the reported issue until a correction or workaround has been provided to the buyer.

(ac) A detailed plan for resolution within one (1) business day.

(ad) Service Provider has to make every commercially reasonable effort to resolve the issue in the shortest amount of time possible including, but not limited to, sending engineers onsite to troubleshoot the problem and deliver of a patch release.

(ae) A permanent resolution for the issue in the next software release.

(ii) Priority 2. For Priority 2 issues, Service Provider shall provide: -

(aa) An initial response within EIGHT (08) buyer's business hours during the coverage period.

(ab) Follow up communications every two (02) business days reporting on the status of correcting such error until a resolution or workaround has been provided.

(ac) A plan for resolution within two (02) business days.

(ad) A permanent resolution for the issue in the next software release.

(iii) Priority 3. For Priority 3 issues, Service Provider shall provide: -

(aa) An initial response within TWENTY FOUR (24) buyer's business hours during the coverage period.

(ab) Follow up communications in three (03) business days reporting on the status of correcting such error until a resolution or workaround has been provided.



- (ac) A permanent resolution for the issue in the future software release.
- (iv) Priority 4. For Priority 4 issues, Service Provider will provide: -
  - (aa) An initial response within THIRTY SIX (36) buyer's normal business hours during the coverage period.
  - (ab) Priority 4 requests to be addressed on a case to case basis and Service Provider is required to advise the buyer if such request will be reflected in subsequent software releases.

(i) Priority Escalation Times. The Service Provider/ Supplier/ would be required to provide contact details (telephone nos. and E-mail IDs) of Director of support, VP customer support, Chief Technical officer and Chief Executive officer of the Service Provider/ Supplier for escalations of issues, if not resolved as per timelines indicated above.

(j) Problem Reporting & tracking mechanism. The Supplier should ensure availability of an account for the Buyer on LDRA official website (www.ldra.com) valid for a period of minimum 12 months from the date of activation or acceptance by WESEE, whichever is later, for the following purpose: -

- (i) Issue/ Ticket management. To raise support tickets with LDRA and to continuous monitor the status/ progress of the same.
- (ii) Software updates. To download software/ firmware releases.
- (iii) Access to LDRA's Knowledge Repository.

13. The bidders must indicate deviation, if any, with regard to the above expected SLA in the bids being submitted. The absence of any or specific input in this regard will be deemed as confirmation/ agreement to the expected SLA of the Buyer. The SLA shall be mutually agreed and jointly signed by the Buyer and the Service Provider/ Contractor/ Seller at the time of placement of Supply/ Work Order. Any issues/ terms for which the bidder need clarification shall be projected to WESEE in accordance with Para 8 of 'Part I - General Information' of RFP.

### Delivery Period

14. The perpetual license is to be activated within **Two weeks** from the issue of the supply order. The support will be valid for a period of **12 months** from the date of successful activation on site or acceptance by WESEE, whichever is later.

### Reactivation

15. In cases where the application/ solution is required to be reloaded, reinstalled or reconfigured due to any instance of application corruption, system crash or hardware/ software upgrade, the activation/ product key provided by the Service Provider/ Supplier/ OEM shall be valid and usable for completion of system setup. In

case there is any dependency on the Service Provider/ Supplier/ OEM for activation of such reinstallations/ reloading/ reconfiguring, the Service Provider/ Supplier would resupply requisite activation key or any such file, patch etcetera to the Buyer at no additional cost/ fee whatsoever.

16. Any technical assistance for the reinstallation/ reactivation shall also be provided by the Service Provider under the Standard Support and Maintenance service contracted by the Buyer.

### Warranty/ support

17. The Service Provider/ Supplier will provide 01 year warranty/support (from the date of activation of product onsite or acceptance by the Buyer, whichever is later) for the application/ software/ solution/ services supplied against this RFP and related Work/ Supply Order for its performance and capability as mentioned by the Service Provider/ Supplier in their quotation including the terms of compliance matrix submitted therein. The Service Provider/ Supplier shall warrant/support that the Software will be free from defects in materials, workmanship and design and will substantially conform to the specifications as committed and published/ claimed by the product OEM in their catalogue/ website for the subject product/ service.

18. Any shortfall in capability, specification or performance, deficiency in service or defect identified during the warranty period shall be rectified by the Service Provider/ Supplier/ OEM at no additional cost whatsoever. Failure to resolve such issues would be dealt in accordance with SLA and terms & conditions of this RFP and related Work/ Supply Order.

### Basic Training/Enablement

19. As part of support, the Seller shall also organize **two sessions of basic training** for deliverables. **Each training session shall be 05 days** and shall be scheduled with mutual agreement between Buyer and Seller. The training shall include presentation, demo and problem solving exercises.

### Documentation

20. The Seller shall provide one hardbound copy of all documentation including user and technical manuals for all the deliverables listed above under para 1 (Part II). The Seller shall provide all documentation in soft copy also. Any handouts/ documents/ supporting/ reference technical literature referred to by the OEM reps during the engagement of technical product support (including upgradation, migration, and transition) shall also be provided by the Seller at no additional cost. If required, necessary user/technical manual referred during the migration process shall also be provided.

21. The expert training for subscribed tools, if required, shall be contracted separately.

### PART III – STANDARD CONDITIONS OF RFP

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

1. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract.** The Contract/Service Level Agreement (SLA) shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration.** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).
4. **Penalty for use of Undue influence.** The Service Provider/ Contractor/ 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 for bearing 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 Service Provider/ Contractor/ Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Service Provider/ Contractor/ Seller) or the commission of any offers by the Service Provider/ Contractor/ 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 Service Provider/ Contractor/ Seller and recover from the Service Provider/ Contractor/ 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 Service Provider/ Contractor/ Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Service Provider/ Contractor/ 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 Service Provider/ Contractor/ Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.



5. **Agents/ Agency Commission.** The Service Provider/ Contractor/ Seller confirms and declares to the Buyer that the Service Provider/ Contractor/ Seller has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Govt. of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Service Provider/ Contractor/ Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Service Provider/ Contractor/ Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Service Provider/ Contractor/ Seller will be liable to refund that amount to the Buyer. The Service Provider/ Contractor/ Seller will also be debarred from entering into any supply contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Service Provider/ Contractor/ Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBR rate, The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.
6. **Access to Books of Accounts.** In case it is found to the satisfaction of the buyer that the Service Provider/ Contractor/ Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Service Provider/ Contractor/ Seller, on a specific request of the Buyer, shall provide necessary information / inspection of the relevant financial documents/information.
7. **Non-disclosure of Contract documents.** Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
8. **Liquidated Damages.**
- (a) **Activation Failure of subscription/ licence.** In the event of the Service Provider's/ Contractor's/ Seller's failure to submit the Bonds, Guarantees and Documents, activate the services and conduct trials etc. whichever is relevant as specified in the contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SERVICE PROVIDER/ CONTRACTOR/ SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/ undelivered stores/ services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores/ services.
- (b) **SLA Failure Penalty.** Further, failure to meet the SLA during the contracted period would also attract levying of penalty as detailed above at 'Part II - Essential Details of Items/ Services Required'. The adherence to SLA would be calculated and mutually verified on completion of every quarter



based on report that should be submitted by the contractor within one week of completion of quarter. The downtime will be verified based on records that would be maintained by WESEE and the problem reporting/ tracking system provided by the OEM. Any penalty/ compensation that becomes due view SLA failure will be deducted by the Buyer from the quarterly payment. Any failure of SLA attributable to Force Majeure shall be brought to the notice of the Buyer in accordance with Force Majeure clause as detailed at Para 06 of 'Part IV - Special Conditions of RFP'.

9. **Penalty clause.** A 'Success Fee' is to be levied (time cost + 3 x profession fee) in case of non-conformance with the deliverable/ criteria being success of implementation of each stage and not based on completion of stage.

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

(a) The delivery of the material/services is delayed for causes not attributable to Force Majeure for more than 01 month after the scheduled date of delivery.

(b) The Service Provider/ Contractor/ Seller is declared bankrupt or becomes insolvent.

(c) The delivery of material/ services is delayed due to causes of Force Majeure by more than 01 month provided Force Majeure clause is included in contract.

(d) The Buyer has noticed that the Service Provider/ Contractor/ Seller has utilised the services of any Indian/ Foreign agent in getting this contract and paid any commission to such individual/ company etc.

(e) As per decision of the Arbitration Tribunal.

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

12. **Transfer and Sub-letting.** The Service Provider/ Contractor/ 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.

13. **Patents and other Industrial Property Rights.** The prices stated in the present contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Service Provider/ Contractor/ Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Service Provider/ Contractor/ Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the

supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

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

15. **Taxes and Duties (Applicable as per Extant rules)**

(a) **General.**

(i) If Bidder desires to ask for customs duty, excise duty or Taxes / 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/Taxes/GST 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) If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.

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

(v) Any change in any duty/taxes/GST 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 Service Provider/ Contractor/ Seller. All such adjustments shall include all relief's, exemptions, rebates, concession etc. if any obtained by the Service Provider/ Contractor/ Seller.

(b) **GST/Taxes**

(i) If it is desired by the Bidder to ask for GST/Taxes etc to be paid as extra, the same must be specifically stated in the bids. 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 or any other levies as applicable will be developed upon the Buyer.

(ii) On the Bids quoting sales tax extra, the rate and the nature of Sales Tax applicable at the time of supply should be shown separately. Sales tax will be paid to the Service Provider/ Contractor/ 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.



## PART IV – SPECIAL CONDITIONS OF RFP

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

Note: This is on a **Limited Tender Enquiry** basis and no unsolicited bids will be accepted/ entertained by this office in accordance with GFR 2017.

### 1. Payment Terms for Indigenous Sellers: -

(a) **General.** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible.


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

(c) **Performance Guarantee.** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum **equal to 10%** of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty/ contract period. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request). Based on down time calculated for the complete contract period towards end of contract, any penalty/ compensation that becomes due view SLA failure and not deducted earlier, will be deducted by the Buyer from the Performance Bank Guarantee submitted by the Service Provider/ Supplier.

(d) **Payment Terms.** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). Full payment will be made on post user acceptance and submission of documents and certificates as mentioned under Para 1 (e).

(e) **Paying Authority.** Joint Controller of Defence Accounts (Navy), West Block-5, Wing1, RK Puram, New Delhi - 110066. The payment of bills will be made through JCDA (Navy), New Delhi on submission of the following documents by the Service Provider/ Contractor/ Seller to the Paying Authority along with the bill:-

- (i) Ink-signed copy of contingent bill / Service Provider/ Contractor/ Seller's bill.
- (ii) Ink-signed copy of Commercial invoice / Service Provider/ Contractor/ Seller's bill.
- (iii) Copy of Supply Order/Contract

- 
- (iv) Bank guarantee for advance, if any
  - (v) Work Satisfaction certificate by the buyer
  - (vi) Guarantee / Warranty certificate.
  - (vii) Performance Bank guarantee / Indemnity bond where applicable.
  - (viii) DP extension letter with CFA's sanction, where required under delegation of powers, indicating whether extension is with/ without LD.
  - (ix) 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).
  - (x) Any other document /certificate that may be provided for in the Supply Order/ Contract.
  - (xi) User Acceptance.
  - (xii) Xerox copy of PBG.

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

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

4. **Fall clause.** The following fall clause will form part of the contract placed on successful Bidder:-

(a) The price charged for the stores supplied under the contract by the Service Provider/ Contractor/ Seller shall in no event exceed the lowest prices at which the Service Provider/ Contractor/ Seller sells the stores/ services or offer to sell stores/ services 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 Service Provider/ Contractor/ Seller reduces the sale price, sells or offer to sell such stores to any person/organisation including the Buyer or any department, 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, shall forthwith notify such reduction or sale or offer of sale to the Buyer and 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 Service Provider/ Contractor/ 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. departments, including their undertakings excluding joint sector companies and/or private parties & bodies.
- (c) The Service Provider/ Contractor/ 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”.

**5. Risk & Expense clause.**

(a) Should the stores or any installment 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 installment thereof, the Buyer shall after granting the Service Provider/ Contractor/ 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 installment thereof not perform in accordance with the specifications / parameters provided by the SERVICE PROVIDER/ CONTRACTOR/ 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 days, the BUYER shall, having given the right of first refusal to the SERVICE PROVIDER/ CONTRACTOR/ 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 thereunder.
- (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 SERVICE PROVIDER/ CONTRACTOR/ SELLER. Such recoveries shall not exceed actual cost of the value of the contract.”

6. **Force Majeure clause**

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

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

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

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

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

7. **Specification.** The following Specification clause will form part of the contract placed on successful Bidder - The Service Provider/ Contractor/ 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, where applicable. All technical literature and drawings shall be amended as the modifications by the Service Provider/ Contractor/ Seller before supply to the Buyer. The Service Provider/ Contractor/ 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 30 days of affecting such upgradation/alterations.

8. **OEM Certificate.** In case the Bidder is not the OEM, the agreement certificate with the OEM for providing subscription and support shall be mandatory and shall be submitted along with the bids.

9. **Quality.** The quality of the product and services delivered according to the RFP and relevant Work/ Supply Order when issued shall correspond to the technical conditions and standards valid for the deliveries of the same product and services for specifications enumerated as per RFP. The Service Provider/ Supplier shall stand guarantee for quality of product and services during the lifecycle of the product, supplied/ offered against the contract, for its performance and capability mentioned by the Service Provider/ Supplier in their quotation or as published/ claimed by the product OEM in their catalogue/ Website etc. as on date of issue of this RFP.

10. **Quality Assurance.** Service Provider/ Contractor/ Seller would provide the standard Acceptance Test Procedure (ATP). Buyer reserves the right to modify the ATP.

11. **Inspection Authority.** The Inspection will be carried out by WESEE. The mode of Inspection will be Departmental Inspection / User Inspection / Joint Inspection / Self-certification.

12. **Franking clause.** The following Franking clause will form part of the contract placed on bidder:-

(a) **Franking clause in the case of acceptance of goods/services** – “The fact that the goods/ services 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/ services are being passed without prejudice to the rights of the Buyer under the terms and conditions of the contract”

(b) **Franking clause in the case of Rejection of goods/services** – “The fact that the goods /services have been inspected after the delivery period rejected by the Inspecting officer will not bind the Buyer in any manner. The goods/services are being rejected without prejudice to the rights to the Buyer under the terms and conditions of the contract.”



## PART V – EVALUATION CRITERIA & PRICE BID ISSUES

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

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

(b) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. In cases where only indigenous Bidders are competing, all taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.

(c) The Bidders are required to spell out the rates of GST/Taxes etc. in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of GST/Taxes is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entailed after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of GST/Taxes upto any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of GST/Taxes, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of GST/Taxes which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to GST/Taxes also.

(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. **Price/ Commercial Bid Format**. The Price Bid Format is placed at Appendix 'C' and Bidders are required to fill this up in the required format.





Appendix 'A'  
(Refer to RFP No. 52 dated 22 Dec 17)

**RFP COMPLIANCE MATRIX BY THE VENDOR**  
(It is mandatory to submit this compliance matrix, failing which the Buyer reserves the right to reject the bid submitted)

S. No	Check off list /Clause	Compliance	Yes/No
1	RFP No, Title and Date of opening of bids mentioned at bid envelop		
2	Commercial Bid is as per format mentioned at Para 2 of Part V of RFP		
3	Para 7 Part I of RFP. Documentary proof of GST registration, TIN No or any other registration by any government organisation mandatory for executing the contract should be enclosed.	Self-attested documentary proof attached	
4	Para 14 part I of RFP- EMD for amount of Rs 25,410/- (Twenty Five Thousand Four Hundred and Ten Only) enclosed	Documentary proof for EMD in form of BG, FD, DD etc attached	
5	Vendor Registration Certificate Attached	If Ans to Sl (4) above is 'NO'. Vendor Registration Certificate to be Attached	
6	Acceptance to all specifications, Essential Details of Items/ Services required as per Part II of RFP.	Please specify variations if any clearly in the bid.	
7	Acceptance of Standard Conditions of RFP mentioned at Part III of RFP	Standard Conditions of RFP as per DPM 09 have been read and understood in all aspects, and acceptable, and there is no objection to including the same in the Supply Order/ Contract Agreement.	
8	Acceptance of Special Conditions of RFP mentioned at Part IV of RFP	Special Conditions of RFP as per DPM 09 have been read and understood in all aspects, and acceptable, and there is no objection to including the same in the Supply Order/ Contract Agreement.	
9	Submission of OEM Certificate in case the Bidder is not the OEM	An agreement certificate with the OEM for providing subscription and support enclosed	

Bidder's Office Stamp

Signature of Bidder

Appendix 'B'  
(Refer to RFP No. 52 dated 22 Dec 17)

**COMMERCIAL BID**

**PROCUREMENT OF ADD ON MODULES OF LDRA SOFTWARE TESTING TOOL SUITE**

(In response to RFP No.            dated            )

1. **Rates of items.**

S. No.	Description	Quantity
(a)	LDRA TBsafe for Linux, C/C++	01
(b)	LDRA TBmisra for Linux, C/C++	02
(c)	LDRA Target License Package (TLP) for QT Integration Development	01

Subject to terms, conditions and requirements as contained/ detailed in the subject RFP.

Details as per Part I para 7 of RFP are also required to be mentioned along with the commercial bid.

2. **Any other taxes/duties/overheads/other costs**

- (a) Is GST/Taxes extra? If Yes, then mention the following:
- (i) Total value on which GST/Taxes is leviable and Rate of GST/Taxes
  - (ii) Total value of GST/Taxes leviable
- (b) Is Service Tax extra? If yes, then mention the following:
- (i) Total value of Services on which Service Tax is leviable
  - (ii) Rate of Service Tax leviable
  - (iii) Total value of Service Tax leviable
- (c) Is Custom Duty Exemption (CDE) required
- (d) Any other Taxes / Duties / Overheads / Other costs
- (e) Warranty Period / Hardware Support/ Life Cycle
- (f) Delivery Period / Delivery Plan
- (g) Please indicate other costs that are part of this RFP that are not mentioned in the Basic Cost of Service

**Note: - Please accept all terms and conditions of RFP.**

**Office Stamp**

**Signature of Bidder**

