

REQUEST FOR PROPOSAL (RFP)
INVITATION OF BIDS FOR DESIGN OF A PQC
ALGORITHM SOLUTION

LIMITED TENDER ENQUIRY

To,

(As per attached list)

ITW/Research/Cons/216

12 Jun 20

REQUEST FOR PROPOSAL (RFP) NO. 07 DATED 12 Jun 20

1. Bids in sealed cover (**Techno-Commercial**) are invited for "Design of a PQC Algorithm Solution". The Consultancy Contract 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 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 (IT&IW))
West Block V, RK Puram,
New Delhi – 110066 |
| (b) | Postal address for sending the Bids | : | West Block V, RK Puram,
New Delhi-66 |
| (c) | Name/designation of the contact personnel: | | Cdr S Sharma
SSM (IT&IW) |
| (d) | Telephone numbers of the contact personnel: | | 011 – 26104673 |
| (e) | Fax number: | | 011 - 26101143 |

3. This RFP is divided into five Parts as detailed below and contains 17 pages.

(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.


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Commander
Sr. Systems Manager
WESEE, Ministry of Defence
110066



- (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.



(S Sharma)
Commander
Senior Systems Manager (IT&IW)
for Director General

Part I – General Information

1. **Last date and time for depositing the Bids:** **08 Jul 20 at 1430 Hrs.** The sealed Bids should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.
2. **Manner of depositing the Bids:** Sealed Bids (**Techno-Commercial**) 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 Bids 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).
3. **Time and date for opening of Bids:** **Techno-Commercial** bids will be opened at **1500 Hrs on 08 Jul 20.** 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 PNC would be intimated subsequent to evaluation of the Technical bids.
4. **Location of the Tender Box:** Tender Box is located at Reception 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 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 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 your representative.
6. **Type of Tender and Bids.** This is a **Limited Tender Enquiry** and no unsolicited bids will be accepted/ entertained by this office in accordance with GFR 2017. This procurement is on **Single Bid** 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 bidders.
7. **Forwarding of Bids:** Bids should be forwarded by the Bidder under his original memo / letter pad *inter alia* furnishing details like TIN number, GSTIN number, Bank address with NEFT Account if applicable, etc. and 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 14 (fourteen) 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 Bid. 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 bid. No bid shall be modified after the deadline for submission of Bid. No

bid may be withdrawn in the interval between the deadline for submission of Bid 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 bid, 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 180 days from the last date of submission of the Bid and the rates quoted therein shall be valid for the entire contract period.

---END OF PART I---


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Part II – Essential Details of Items/Services required

1. **Schedule of Requirements:** List of items / services required is as follows:-

“Design of a PQC Algorithm Solution”

2. **Technical Details:**

- (a) Specifications/drawings, as applicable – NA
- (b) Technical details with technical parameters – NA
- (c) Requirement of Training / On-job training – Need to provide training to the user and maintenance personnel nominated by WESEE on the design, development and exploitation of the mathematical primitive. Nominated representatives from WESEE would be associated through the design and development process. These personnel would need to be trained on the exploitation of the tools and methodologies of design and development. The training should comprise classroom instructions and hands-on practice sessions on the system.
- (d) Requirement of installation / commissioning – NA
- (e) Requirement of Factory Acceptance Trials (FAT), Harbour Acceptance Trials (HAT) and Sea Acceptance Trials (SAT) – NA
- (f) Requirement of Technical Documentation – As mentioned at Para 4 of Part-II of this document
- (g) Nature of assistance required after completion of warranty – NA
- (h) Requirement of pre-site/equipment inspection – NA

3. **Scope of the Project:** The scope of the consultancy would be to develop and deliver the following:-

- (a) Core designing of a PQC Algorithm Solution
- (b) Implementation of the design in HLL
- (c) Optimization for the prescribed usage scenario
- (d) Testing as per applicable standards and Test Reports
- (e) Sample usage in the prescribed usage scenario
- (f) Training on internal details, parameters used and their impact and usage

Pre-Bid Meeting

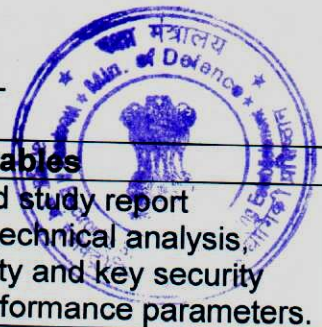
4. The specific details of target application, recommended implementation details, test requirements and format for submission of test reports will be discussed / furnished with authorised representatives of the bidder during the pre-bid meeting against non-disclosure agreement.

Project Implementation

5. The project will be implemented in the following two phases:-

SI	Phase	Description	Deliverables
(a)	Phase-I	Theoretical Evaluation and Research	Detailed study report on the technical analysis, feasibility and key security and performance parameters.

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WESEE



(b) Phase-II	(a) Design, Implementation of the algorithm (b) Evaluation tests and Training of WESEE personnel	(a) Software simulation and implementation code. (b) All relevant security and performance test results report
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6. The Development work shall be carried out at the site of the supplier. The work shall be carried out by a panel of "staff members" of supplier, who shall be nominated by the purchaser in consultation with the Prime Investigator. These staff members shall be called "Investigators" or "Project Linked Scientists". The list of the panel of staff members would need to be submitted by the supplier. Inclusions or deletions from this list may be affected only with the prior and mutual agreement of the two contracting parties. Should consultancy from persons other than those belonging on the rolls of the supplier become necessary, their names may be included in a separate list of bona-fide consultants for the sole purpose of the current contract, only with the prior and mutual agreement of the two contracting parties.

7. All alterations to the conduct of the consultancy as necessitated by the dynamics and technicalities of the exercise shall be affected through a mutually agreed amendment to the consultancy contract.

8. The supplier (including Prime Investigator and other staff members) will have to forgo all rights to the developed IP including but not limited to, publishing of the work and sharing of design, pattern, sample or information thereof to any third party. A separate non-disclosure agreement will have to be signed by the Prime Investigator on behalf of the supplier.

Completion Period

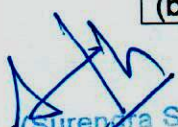
9. All activities connected with the acceptance and completion of "Design of a PQC Algorithm Solution" is to be completed in **06 (six) months** time from the issue of the Work Order/Contract for the consultancy. Extension of contract completion/delivery period will be at the sole discretion of the Buyer, with applicability of LD clause. Timelines pertaining to each phase of completion/delivery is tabulated below:-

Sl.	Milestone	Timelines (D=Date of Work Order)
(a)	Completion of Phase I	D + 03 months
(b)	Completion of Phase II	D + 06 months

Payment Schedule

10. The payment for a particular phase will be made as per the following terms on successful completion and delivery of all deliverables as per Para 4 above:-

Sl.	Milestone	Payment
(a)	Completion of Phase I	40% of the contract value
(b)	Completion of Phase II	60% of the contract value


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Consignee Details

11. The consignee details for the project is as follows:-

The Director General
Weapons & Electronics Systems Engineering Establishment (WESEE)
West Block -V, Wing - 1,
RK Puram, New Delhi - 110066

Modalities for the conduct of the Review

1. The supplier shall be solely responsible for the conduct and outcome of the contract.
2. Regular monitoring of the project shall be the express responsibility of the Prime Investigator. Review of the project shall be carried out by WESEE at the end of Phase-I and Phase-II as per timelines brought out at Para 9 above.
3. Review meetings, their conduct and administration shall be the responsibility of the supplier.

---END OF PART II---



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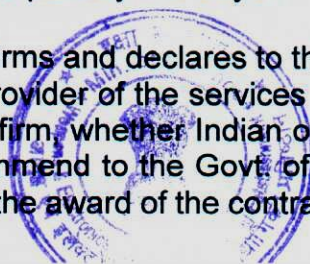


Part III – Standard Conditions of RFP

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. 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 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 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 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, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
5. **Agents / Agency Commission:** The seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and 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


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Commander



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 Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any 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 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 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 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:** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training etc. as specified in the contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. 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 stores/services.

9. **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/completion.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The delivery of material/services is delayed due to causes of Force Majeure by more than 01month provided Force Majeure clause is included in contract.
- (d) The Buyer has noticed that the Seller has utilized 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.

10. **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.




(Surendra Sharma)

11. **Transfer and Sub-letting:** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

12. **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 seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective if the fact of infringement of any or all the rights mentioned above.

13. **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.

14. **Taxes and Duties**

(i) If Bidder desires to ask for Duty/Tax/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.

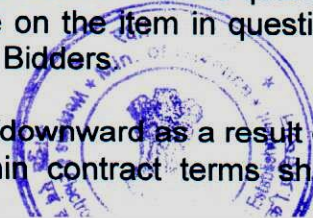
(ii) If reimbursement of any Duty/Tax/GST is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax/GST will be entreated after the opening of tenders.

(iii) If a Bidder chooses to quote a price inclusive of any duty/tax/GST and does not confirm inclusive of such duty/tax/GST so included is firm and final, he should clearly indicate the rate of such duty/tax/GST and quantum of such duty/tax/GST 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/GST 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/GST, it should be brought out clearly. Stipulations like, the said duty/tax/GST 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/GST 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/GST 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/GST upward/downward as a result of any statutory variation in excise taking place within contract terms shall be


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allowed to the extent of actual quantum of such duty/tax/GST paid by the supplier. Similarly, in case of downward revision in any duty/tax/GST, 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.

---END OF PART III---



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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. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. **Payment Terms for Indigenous Sellers:** 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. The payment will be made as per the following terms, on production of the requisite documents:-

- (a) Completion of Phase-I - 40% of the Contract Value
- (b) Completion of Phase-II - 60% of the Contract Value

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

3. **Paying Authority:** The Controller of Defence Accounts (Navy/ Coast Guard), Project Sea Bird, First Floor, West Block 5, R K Puram, New Delhi-110066. The payment of bills will be made through CDA (Navy/ Coast Guard), Delhi on submission of the following documents by the Seller to the Paying Authority along with the bill:-

- (a) Ink-signed copy of contingent bill / Seller's bill.
- (b) Ink-signed copy of Commercial invoice / Seller's bill.
- (c) Copy of Supply Order/Contract, where required under delegation of powers.
- (d) CRVs in duplicate.
- (e) Inspection note.
- (f) Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate, etc. as applicable.
- (g) Exemption certificate for Excise duty / Customs duty, if applicable.
- (i) Guarantee / Warranty certificate.
- (j) DP extension letter with CFA's sanction, where required under delegation of powers, indicating whether extension is with or without LD.
- (k) 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).
- (l) Any other document / certificate that may be provided for in the Supply Order / Contract.
- (n) User Acceptance.

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 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/ Organization 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/organization including the Buyer or any Dept., 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.

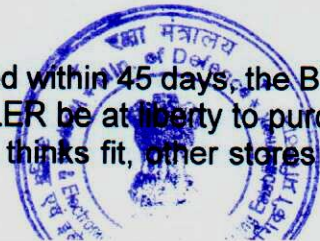
(c) The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract – “We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/organization 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 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 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 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 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 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 (if any) recommended after the 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, indigenization or obsolescence. This will, however, not in any way, adversely affect the end specifications of the system. Changes in technical details, drawings repair and maintenance techniques alongwith 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. **Quality:** The quality of the stores/services delivered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores/services for in specifications enumerated as per RFP and shall also include therein modification to the stores/services suggested by the Buyer. Such modifications will be mutually agreed to.

9. **Quality Assurance:** Seller would provide the standard Acceptance Test Procedure (ATP). Buyer reserves the right to modify the ATP.

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

11. **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 and 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.”

12. **Warranty/Support:** The implementation will be maintained by the supplier during the period of warranty. The supplier will provide support during the warranty period to address and remedy any fault/deficiency (i.e. deviation from agreed project specification) observed during the operation for a period of **12 months** commencing from the date of successful acceptance of the same. The support shall be available on telephone/ fax and e-mail during working hours on all working days. Supplier will respond to a reported fault/ deficiency typically within a period of one working day.

13. **Product Support:** The following product support clause will form part of the contract placed on the bidder :-

(a) The Seller agrees to provide product support in the form of software patches as and when required by the Buyer for a maximum period of three years including warranty period after the delivery of the system.

(b) Any improvement/modification /upgradation being undertaken by the Seller on the services being purchased under the Contract will be communicated by the Seller to the Buyer and, if required by the Buyer, these will be carried out by the Seller at Buyer's cost.


(Surendra Sharma)
Commander
Sr. Systems Manager
WESEE, Ministry of Defence

---END OF PART IV---



Part V – Evaluation Criteria & Price Bid issues

1. **Evaluation Criteria** - The broad guidelines for evaluation of Bid 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 Bidders are required to spell out the rates of Customs duty, Excise duty, 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 Customs duty / Excise Duty / 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 entreated 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 Customs duty / Excise Duty / Taxes duty 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 Customs duty / Excise Duty / 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 excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and other taxes also.

2. **Price Bid Format:** The Price Bid Format is given below and Bidders are required to fill this up correctly with full details:

(a) Basic cost of the item/items:

S. No.	Description	Unit Price (Rs.)	Total Price (Rs.)
(1)	Design of a PQC Algorithm Solution		

Total of Basic Price:

(b) Is Taxes/GST extra?

If Yes, then mention the following:

- (i) Total value on which VAT/GST is leviable
- (ii) Rate of VAT/GST
- (iii) Total value of VAT/GST leviable:
- (iv) GSTIN Number:



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(c) Any other Taxes / Duties / Overheads / Other costs:

(d) Grand Total:



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---End of Part V---

