

Telefax: 2301 0612

Government of India
Integrated Headquarters-
Ministry of Defence (Navy),
Directorate of IT
'C' Wing, Sena Bhawan
New Delhi - 110011

Tender Enquiry

To _____
M/s _____

Our Ref.	IT/0627/25	Date :	Mar 2015
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INVITATION OF QUOTATIONS FOR 'ANNUAL MAINTENANCE CONTRACT (AMC) OF HARDWARE BASED FIREWALL FOR INDIAN NAVY'

1. Sealed bids under two-bid system (Separate Technical-Bid & Commercial Bid) in sealed cover are invited from the Original Equipment Manufacturers (OEMs) / authorized dealers of OEMs for concluding 'Annual Maintenance Contract (AMC) for maintenance and repair of Hardware Based Firewall for Indian Navy' for a period of THREE years from the date of signing of contract. Details of items to be covered under this Contract are given in **Annexure-'A'** of this Tender Enquiry/RFP. Please superscribe the above mentioned Title, Tender Enquiry number and date of opening of the Bids on the sealed covers 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: **JDIT, IHQ MoD(Navy), New Delhi**

b. Postal address for sending the Bids: **Joint Director of Information Technology, Ministry of Defence (Navy), 'C' Wing, Sena Bhawan, New Delhi - 110 011**

c. Name/designation of the contact personnel: **Cdr Bheem Reddy, JDIT**

d. Telephone numbers of the contact personnel: **011-2301 0612, 23793019**

e. Fax number: **011 - 2301 0612**

f. Email: dit-navy@nic.in

3. This RFP is divided into five Parts as follows:
 - a. **Part I** – Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.
 - b. **Part II** – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
 - c. **Part III** – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
 - d. **Part IV** – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
 - e. **Part V** – Contains Evaluation Criteria and Format for Price Bids.
4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.
5. Each page of this tender enquiry is to be signed by the tenderer and following certificate given in the offer letter:

‘I/WE HEREBY DECLARE THAT ALL THE TERMS AND CONDITIONS GIVEN IN TENDER NO. IT/0627/25 DATED Jun 2015 ARE ACCEPTED BY ME/US ON BEHALF OF MY/OUR FIRM AND I / WE HAVE UNDERSTOOD THE COMPLETE SCOPE OF WORK ’
6. The cost of tender is Rs.500/- (Rupees Five Hundred only) (non refundable). The payment will be accepted by Demand Draft/Pay Order in favour of PCDA (N), 1 Cooperage, Mumbai payable at Mumbai (cash will not be accepted).

(Bheem Reddy)
Commander
Joint Director (IT)

Part I – General information

1. **Last date and time for depositing the Bids: 20 Jul 2015 BY 1200 HRS.**

The sealed quotations for technical bids and Commercial-bids in sealed covers duly marked technical bid, commercial bid 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 quotations should be either dropped in the Tender Box marked as **“DIT”** 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).

3. **Time and date for opening of Bids : 20 Jul 2015 BY 1500 HRS.**

(If due to any exigency, the due date for opening of the Technical-Bid is declared a closed holiday, then it will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).

4. **Location of the Tender Box: Reception Office, Gate No 1, Opp. DRDO Bhawan, Sena Bhawan, New Delhi – 110 011**

Only those quotations that are found in the tender box will be opened. Quotations dropped in the wrong Tender Box will be rendered invalid.

5. **Place of opening of the Bids: Directorate of Information Technology, IHQ MoD(Navy), 'C' Wing, Sena Bhawan, New Delhi –110011.** The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Quotation 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. Intimation of details of reps attending must be forwarded by mail or fax one day prior to the scheduled opening of bids.

6. **Two-Bid system:** The Technical Bids would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer.

7. **Forwarding of Bids** – Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.

8. **Pre-Bid Conference.** A pre bid conference will be conducted at **1500hrs on 23 Jun 15** in the office of DIT, **Room No. 129, `C` Wing, Sena Bhawan, New Delhi– 110011.** The participating firms are required to depute their representative(s) to attend the conference. The minutes of the Pre-Bid Conference will be uploaded as

corrigendum to RFP on www.tenders.gov.in. Technical details of device will be provided during the pre-bid conference.

9. **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.

10. **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.

11. **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.

12. **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.

13. **Unwillingness to quote:** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.

14. **Validity of Bids:** The Bids should remain valid for a period of **120 days** from the last date of submission of the Bids.

15. **Earnest Money Deposit:-** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs. 81,000.00 (Rupees Eighty One Thousand Only)** along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee in favour of **PCDA (N), 1 Cooperage, Mumbai, payable at Muimbai** from any of the public sector banks or a 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 remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned,

without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. **EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself.** The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.

Part II – Essential Details of Items/Services required

1. **Schedule of Requirements** – List of **items** to be included in the proposed AMC are listed in **Appendix-‘A’** to this tender enquiry/RFP. Description / specifications of the subject items are indicated therein.

2. **Technical Details**

(a) Make and model of the items for which spares are required are mentioned at para 2 of **Appendix-‘A’** to this tender enquiry. Detailed technical specifications will be provided during the pre-bid meeting. The bidder shall furnish a certificate from the OEM Of the spare parts stating that the spare parts being supplied are compatible with the existing devices. Bids of Firms failing to furnish the certificate from OEM, will be rejected.

(b) The scope of the AMC will comprise following: -

(i) During currency of the contract, if any of the devices are found to be defective, the bidder is required to provide 24x7 assistance by one of the following methods: -

(aa) Telephone - Dedicated helpline to be setup.

(ab) Email - To be specified.

(c) **On-site Assistance** The vendor will be required to provide on-site assistance at Delhi at the sole discretion of the buyer.

(d) All defective devices will be shipped to a central location of Indian Navy, at Delhi. An Examine & Report (E&R) report is to be forwarded to the concerned Command Headquarters within 72 hrs of receipt by the vendor stating the nature of defect, likely time for repair & dispatch, overall financial implications for replacement of defective sub-assemblies (hard disks). Approval to proceed with repair / replacement will be accorded within 48 hrs by the buyer. No repairs are to be undertaken till formal intimation is received. Email/Fax will be considered as being formal means of intimation for all purposes of communication.

(e) The vendor will have to arrange for collection of defective ABSGs / parts from a central location (at Delhi) of Indian Navy and return the repaired / replaced parts / ABSGs to the same location.

(f) **Returning of Defective Hard Disk** As a stated security policy of the organisation, defective Hard disk will not be returned by the user against replacement. The bidder shall supply and replace defective hard disk as per requirement. Replacement cost of each item / spare part is to be quoted separately.

(g) The AMC will be concluded for a period of three years effective from the date of signing of contract.

(h) Bidders shall enclose an undertaking that the spares provided by them during period of this contract, if awarded to them, will be from the OEM / authorized resellers only.

3. Eligibility Criteria The firm fulfilling the following eligibility criterions will considered for opening of their Commercial-Bids:-

(a) The bidder should be an Authorized Dealer of the OEM or source components from an OEM authorized reseller. In case of authorized dealers, a copy of the authorization certificate issued by the OEM and valid on the date of submission of quote, should be enclosed with the technical-bid.

(b) The brand of spares being quoted must have a replacement warranty of at least one year. Replacement of items during period of warranty will have to be undertaken by the bidder at own cost. No additional charges are admissible.

(c) Cost of replaceable parts be indicated separately, chargeable as per actual consumption in case the defective items are not returned.

(d) Average annual financial turnover of the bidder during financial year ending 31st Mar 2014, should not be less than Rs. 1,00,00,000/- (One Crore). Documentary evidence to this effect should be submitted alongwith the technical bid.

(e) The firm must have successfully executed Supply Orders/ Rate Contracts for the consolidated amount of Rs. 1,00,00,000/- (Rs One Crore) for specialized IT hardware to any Govt. organization(s)/PSUs/Banks or any reputed organisations during the last three years from the date of opening of bids. As documentary evidence, copies of Rate Contract(s) / supply order(s) and satisfactory certificate thereof should be enclosed with the Technical-Bid.

(f) Bidder must have valid TIN No /VAT / Sales Tax Registration Certificate. A copy of the certificate alongwith receipt of the last premium paid should be enclosed with the Technical-Bid.

(g) Bidder must possess valid PAN Card. A copy of the same should be enclosed with the Technical-Bid.

4. Two-Bid System The quotation must be submitted by the bidder under two-bid system i.e. Technical-Bid and Commercial Bid to be submitted in separate sealed covers as per formats given in **Appendix- 'B' & 'C'** to this RFP. The documents mentioned in para 3 above should be enclosed with the Technical-Bid (**Appendix-'B'**). Bidders are also required to furnish clause by clause compliance of eligibility criteria bringing out clearly the deviations from the eligibility criteria, if any. The Bidders are advised to submit the compliance statement in the following format along with Technical Bid –

Parameter / Eligibility Criteria of the Tender Enquiry	Documents / Certificates submitted in response	Compliance to Parameter / Eligibility Criteria of the Tender Enquiry - whether Yes / No	In case of non-compliance, deviation from TE to be specified unambiguous terms

5. **Scope of Rate Contract** The proposed AMC will be an agreement between the purchaser and lowest bidder(s) (supplier) to provide maintenance and repair the items included in this tender at specified prices, terms & conditions during the period of the contract. The contract will be in the nature of a standing offer and neither any quantity nor any anticipated drawal is guaranteed. As the contract is a standing offer, either party (seller / buyer) can revoke it at any time after giving a reasonable notice (at least 60 days in advance) and opportunity.

6. **Delivery Period** Supply order will be issued by DIT against the AMC agreement for maintenance and repair services of the devices on as required basis. The purchase order will be faxed / scanned and mailed to the vendor and intimation to this effect will also be made telephonically. Bidders are to indicate complete contact details in the technical bid. The bidder is to arrange for collection from a central location within four days and repaired items to be dispatched within 25 days, effective from date of collection. In case of delay in repair and dispatch within stipulated duration, the period of contract will be extended by the number of days or part thereof, for the particular number of devices under consideration, for which delay has occurred. Please note that Contract / Supply Order can be cancelled unilaterally by the Buyer in case contracted items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer.

7. **Consignee details** Will be as per supply order.

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 forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, 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 Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any 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 LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Govt. 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** Liquidated Damages @ 0.5% of the total cost of repair of a particular device, will be applicable for every week of delay commencing from actual date of dispatch.

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 services is delayed for more than six weeks during three consecutive instances.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (d) 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.

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 of 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. The successful bidder / contractor will require to sign an agreement with the Buyer within 30 days from the date of written intimation to this effect.

15. **Taxes and Duties**

i) General

1. If Bidder desires to ask for excise duty or Sales Tax / VAT 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.

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

3. 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.

4. If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out

clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

5. Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

ii) Sales Tax / VAT

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

2. 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 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.

iii) Octroi Duty & Local Taxes

1. Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorised officer. Seller should ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.

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

Part IV – Special Conditions of RFP

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. **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 **estimated contract value** within 30 days of signing of this contract. Performance Bank Guarantee will be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form DPM-15, (Available in MoD website and can be provided on request).
2. **Option Clause**: NA
3. **Repeat Order Clause** NA
4. **Tolerance Clause**. NA
5. **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). The payment will be made as per the following terms, on production of the requisite documents:
 - (a) Payment will be made on quarterly basis subject to satisfactory services of the firm during the period of billing.
 - (b) The contractor would be required to maintain a register of complaints clearly indicating date & time of lodge and completion of complaints. The complaint register need to be verified by user. A copy of the register calls shall be submitted to buyer for calculation of downtime, if any. Downtime will be calculated in terms of delay in provisioning of repaired / replaced ABSG post two weeks of intimation. **A penalty @ 0.5% per day post 25 days from collection date subject to a maximum of 10% will be imposed. The amount of penalty will be deducted from outstanding bills of the vendor.**
 - (c) It will be responsibility of the contractor to obtain satisfactory services reports from the concerned users at each half year ending and submit the same along with bills failing which payments will not be released.
6. **Advance Payments**: No advance payment(s) will be made.

7. **Paying Authority:**

(a). **Principal Controller of Defence Accounts (Navy), 1 Cooperage Road, Mumbai.**

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

- (i) Satisfactory work completion certificate for AMC.
- (ii) Invoice of replaceable sub-assemblies on quarterly basis.
- (ii) Ink-signed copy of contingent bill / Seller's bill.
- (iii) Ink-signed copy of Commercial invoice / Seller's bill.
- (iv) Copy of Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
- (v) CRVs in duplicate (to be raised by the Buyer)
- (vi) Inspection note (to be issued by the Inspection Authority).
- (vii) DP extension letter with CFA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.
- (viii) 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 contract).
- (ix) User Acceptance, where applicable.
- (x) Photocopy of PBG.

8. **Fall clause – Bidder should submit Fall Clause certificate as per format placed at Appendix 'D' duly signed and stamped.**

(a). The price charged for the stores / services to be supplied under the contract by the Contractor shall in no event exceed the lowest prices at which the contractor sells the stores / services or offer to sell stores / services 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 contractor reduces the sale price, sells or offer to sell such stores / services to any person / organisation including the purchaser or any Deptt, of central Govt. or any Department of the State

Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the supplier 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 / services 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 contractor.

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

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

iv. Sale of goods / services at lower price on or after the date of completion of sale/placement of the order of goods / services by the authority concerned under the existing or previous 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 contract – “We certify that there has been no reduction in sale price of the stores/ services of description identical to the stores / services supplied to the Government under the contract herein and such stores / services 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 contract at price lower than the price charged to the government under the contract except for quantity of stores / services categories under sub-clauses (a),(b) and (c) of sub-para (ii) above details of which are given below -”.

9. **Risk & Expense clause –**

(a). Should the stores / services or any installment thereof not be delivered with the time or time specified in the contract documents, or if defective delivery is made in respect of the stores / services 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, declare the contract as cancelled either wholly or to the extent of such default.

(b). Should the stores / services 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 / services 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 / services remaining to be delivered there under.

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

10. **Specification:** The Seller guarantees to meet the specifications as per Part-II / Annexure-I of this TE / RFP.

11. **Claims:** The following Claims clause will form part of the contract placed on successful Bidder –

(a) The claims may be presented either: (a) on quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing, or (b) on quality of the stores, where quality does not correspond to the quality mentioned in the contract.

(b) The quantity claims for deficiency of quantity shall be presented within 45 days of completion of JRI and acceptance of goods. The quantity claim shall be submitted to the Seller as per Form DPM-22 (Available in MoD website and can be given on request).

(c) The quality claims for defects or deficiencies in quality noticed during the JRI shall be presented within 45 days of completion of JRI and acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 45 days after expiry of the guarantee period. The quality claims shall be submitted to the Seller as per Form DPM-23 (Available in MoD website and can be given on request) .

(d) The description and quantity of the stores are to be furnished to the Seller along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will settle the claims within 45 days from the date of the receipt of the claim at the Seller's office, subject to acceptance of the claim by the Seller. In case no response is received during this period the claim will be deemed to have been accepted.

(e) The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location under Seller's arrangement.

(f) Claims may also be settled by reduction of cost of goods under claim from bonds submitted by the Seller or payment of claim amount by Seller through demand draft drawn on an Indian Bank, in favour of Principal Controller/Controller of Defence Accounts concerned.

(g) The quality claims will be raised solely by the Buyer and without any certification/countersignature by the Seller's representative stationed in India.

12. **OEM Certificate**: In case the Bidder is not the OEM, the agreement certificate with the OEM for sourcing the spares shall be mandatory. However, where OEMs do not exist, minor aggregates and spares can be sourced from authorized vendors subject to quality certification. The bidders are required to furnish a certificate from OEM stating that the spares being supplied are compatible with the existing Hardware of Firewall.

13. **Export License**: The Bidders are to confirm that they have requisite export license from their Government and Authorization from the manufacturing plant, in case they are not the OEM, to export the military / non-military goods to India.

14. **Quality**. The Seller confirms that the stores to be supplied under this Contract shall be new i.e. not manufactured before (Year of Contract), and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past if any. The Seller shall supply an inter changeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

15. **Quality Assurance**: The sub-assemblies should be of the latest manufacture, conforming to the current production standard and have replacement warranty, with clearly defined time period. A certificate to this effect should be provided with each replacement.

16. **Inspection Authority**: The Inspection will be carried out by DIT Officers at central location in Delhi.

Part V – Evaluation Criteria & Price Bid issues

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

(a) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at **Appendix 'C'** to this tender enquiry / RFP. Only one rate shall be quoted against each item in Price Bid and items make / model / brief description/ specification shall also be indicated. Overwriting of prices should be avoided and in case any correction is done, the same must be countersigned.

(b) The Bidders are required to spell out the rates of Customs duty, Excise duty, VAT, Service Tax, 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 / VAT 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 entrained 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 / VAT 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 / VAT, 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 VAT also.

(c) 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.

(d) **Determination of L-1 firm(s) will be done on Service cost + cost of sub-assemblies.** 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 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.

2. **Vendor Qualification.** The vendor must meet the following pre-qualification criteria: -

- (a) Should have a dedicated team with requisite technical skillset to carry out repairs on the ABSG Devices.
- (b) Should be the OEM or a certified partner. The Firm is required to submit a certificate from the OEM for the same with the technical bid. The same will be verified during Technical Evaluation of the BIDS.
- (c) Should have Linux-based software testing tools, including network simulation functionalities for testing of repaired devices prior dispatch to the buyer.
- (d) Should be able to maintain a minimum of 5 % Ready Use (RU) Stock of spares of each sub-assembly for the duration of the contract (three years). The RU stock will be verified during the Technical Evaluation of the BIDS.
- (e) Should have a repair facility for performing repair of boards, replacement of ICs, power supplies etc. The repair facility will be inspected during the Technical Evaluation of the BIDS.

Note: - Assessment of a firm's technical expertise can be undertaken during Technical Evaluation of bids.

Appendix 'A'
(Refers to Para 1 Part II of RFP)

DISTRIBUTION OF ITEMS

Ser	Item	Qty	Location
(a)	'Generic Hardware for Firewall' Variant 1 (Large) – Model Gx 7540	45	02 nos-Delhi 16 nos-Mumbai 16 nos- Visakhapatnam 11 nos - Kochi
(b)	'Generic Hardware for Firewall' Variant 2 (Small) – Model Gx 8758	75	08 nos - Delhi 25 nos - Mumbai 25 nos - Visakhapatnam 17 nos - Kochi

Appendix 'B'

(Refers to Para 4 Part II of RFP)

FORMAT FOR TECHNICAL BID

Ser	Description	Details to be furnished by the tenderer	Documentary Evidence required to be attached	Compliance by the tenderer (Yes / No)
1.	Name of the Company with registered address and phone/ fax/mobile numbers		N/A	N/A
2.	Present address with phone/ fax/mobile numbers and name of contact person. Mandatory to have registered office in Delhi NCR		N/A	N/A
3.	Bidder should be OEM or Authorized Dealer of OEM of Equipment		Attested copy of certificate of OEM or Authorized Dealer of OEM. As per Para 3 (a) of Part-II of RFP.	
4.	Average Annual Financial Turnover required for bidder.		As per Para 3 (d) of Part II of RFP.	
5.	Service Tax registration No. & TIN No of the firm		Attested copies of Service Tax Registration Certificate along with receipt of last premium paid.	
6.	PAN No. in the name of firm or in the name of proprietor of the firm, in case of proprietary firm		Attested copy of PAN Card.	
7.	Satisfactory Certificate for successful execution of Rate Contracts/supply orders		Attested copy of the certificate	
10.	Details of EMD Submitted (indicate mode of payment viz. Demand Draft/Pay		EMD to be submitted in original.	

	Order/FDR alongwith its number, date of issue and issuing bank)			
11.	Whether you meet the eligibility criteria/experience as mentioned in para 3 of Part-II of the RFP.		As indicated in para 3(a) to (e) of Part-II of the RFP.	
13.	Acceptance of All Terms & Conditions of the RFP.		N/A	
14	Whether the Firm is accepting to maintain minimum of 5 % RU stock at all times.			
15	Whether the Firm has a repair facility in Delhi.			
16	Whether the Firm is accepting to collect the defective parts from a central location in Delhi and return the repaired / replaced parts at the same location.			
17	Whether the firm has submitted certificate from the OEM of spares being supplied are compatible with the existing Hardware			

Office seal

Place:

Dated:

(Signature of the Tenderer)

FORMAT FOR PRICE BID

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

Serial 1 - AMC

Ser	Item	Qty	Rate for 1 st Year (in Lakh Rupees)	Rate for 2 nd Year (in Lakh Rupees)	Rate for 3 rd Year (in Lakh Rupees)	Total Price for Three Years
(a)	Variant 1 (Model Gx 7540)	45				
(b)	Variant 2 (Model Gx-8758)	75				
Total Price (for 03 years exclusive of taxes)		120				

Total Amount in Words: _____

2. Details of Applicable Taxes

- (a) Is VAT extra?
- (b) If yes, then mention the following:-
- (i) Total value on which VAT is leviable:
 - (ii) Rate of VAT:
 - (iii) Total value of VAT leviable:
- (c) Is Service Tax extra?
- (d) 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:

- (iv) CIF value of stores to be imported:
 - (v) Rate of Customs Duty payable:
 - (vi) Total amount of Customs Duty payable:
 - (f) Any other Taxes/ Duties/ Overheads/ Other costs:
3. Total AMC cost (All inclusive) (Sum of Para1 and 2) Rs. _____

Signature of bidder
(Stamp)

Appendix 'D'
(refers to Part IV para 8 of RFP)

CERTIFICATE OF FALL CLAUSE
(It is mandatory to submit this Certificate, failing which
the bids will be rejected)

"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 up-to 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.

Office Stamp

Signature of Bidder