

**REQUEST FOR PROPOSAL**

**INTEGRATED HEADQUARTERS OF MINISTRY OF DEFENCE (NAVY)**  
**DIRECTORATE OF INFORMATION TECHNOLOGY**  
**NEW DELHI -110011**

**INVITATION OF BIDS FOR HIRING OF IT CONSULTANCY SERVICES**  
**AT IHQ MOD(N)/DIT, NEW DELHI**

**Request for Proposal (RFP) No. IT/0631/18 dated 26 Jun 15**

1. Bids under **two - bid system** i.e. Technical Bid and Commercial Bid to be submitted in separate sealed covers are invited for 'Hiring of Consultancy Services' as per details at enclosures for IHQ MoD(N)/DIT. Please superscribe the above mentioned Title, RFP number and date of opening of the Bids on the two 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:-

**Principal Director Information Technology**  
**Directorate of Information Technology (DIT)**  
**C – Wing, Sena Bhavan,**  
**Integrated Headquarters of Ministry of Defence (Navy)**  
**New Delhi - 110011**

(b) Postal address for sending the Bids:-

**Principal Director Information Technology**  
**Directorate of Information Technology (DIT)**  
**C –Wing, Sena Bhavan,**  
**Integrated Headquarters of Ministry of Defence (Navy)**  
**New Delhi - 110011**

(c) Name/designation of the contact personnel: **Joint Director Information Technology (SW)**

(d) Telephone numbers of the contact personnel : **011- 23010522**

(e) E-mail ids of contact personnel: **dit-navy@nic.in**

(f) Fax number: **011-23010612**

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. **Pre-Bid Vendor Conference.** A pre-bid conference will be held at Room No 130 A, C Wing, Sena Bhavan, IHQ MoD(N)/DIT, New Delhi at **1500 Hrs** on **07 Jul 15**. In order to obtain the requisite security clearance, the vendors are to forward the following information with regard to the participants (maximum 02 representatives per vendor). The information is to be forwarded at-least one day prior to the Pre-Bid Conference date.

(a) Name, Nationality, Age, Address and Contact Nos.

(b) Any other information relevant to the subject.

5. The aforesaid information is to be forwarded to JDIT (SW) by 1800 Hrs (One day prior to pre-bid conference date) either through e-mail ([dit-navy@nic.in](mailto:dit-navy@nic.in)) or to Room No. 127- B, First Floor, 'C' – Wing, Sena Bhavan, New Delhi - 110011. He can also be contacted on telephone No 91-11-23010522 and Fax no 91-11-23010612.

6. 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.

## **Part I – General Considerations**

1. **Last Date and Time for Depositing the Bids: 1200 Hrs on 24 Jul 15**

The sealed Bids (both Technical and Commercial) 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 should be either dropped in the Tender Box marked '**DIT 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.

3. **Time and Date for Opening of Bids. 1500 Hrs on 24 Jul 15**

(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).

4. **Location of the Tender Box. Reception of Sena Bhawan, Gate No.1, Opp DRDO Bhawan, New Delhi** (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:-**

**Directorate of Information Technology (DIT)  
Room No 127 B, C – Wing, Sena Bhawan,  
Integrated Headquarters of Ministry of Defence (Navy)  
New Delhi - 110011**

6. 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 your representative.

7. **Two-Bid System.** Only the Technical Bid 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.

8. **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 and e-mail address of their office.
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. **Validity of Bids.** The Bids should remain **valid till 06 months** from the last date of submission of the Bids. Non compliance may result in rejection of bid.
14. **Extension of Tender Opening Date.** Any request for extension of tender opening date must reach this office latest by **17 Jul 15**. No request for extension will be considered after that.
15. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **₹ 5.5 Lakhs** along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-16 of

Defence Procurement Manual (DPM) 2009 (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.

16. **Tender Fee**. Tender fee is set at ₹ 500.00 (Rupees Five Hundred only). Demand draft for the amount is to be made payable to PCDA (N), Mumbai. If any bidder downloads the tender document from the website, then the bidder must submit cost of tender document by demand draft along with submission of technical bid.

## **Part II – Essential Details of Items / Services Required**

1. **Schedule of Requirements.** This document outlines the requirements for Hiring of Consultancy Services at IHQ MoD(N)/DIT, New Delhi and three Command Headquarters (Western Naval Command at Mumbai, Eastern Naval Command at Visakhapatnam and Southern Naval Command at Kochi).
2. In addition, this document also consists of following appendices relating to certain specific details of the project:-
  - (a) Qualitative requirements of skill set/ experience of the consultants to be hired (Appendix 'A')
  - (b) Technical Bid Format (Appendix 'B')
  - (c) Format of Vendor Evaluation Criteria (Appendix 'C')
  - (d) Compliance Matrix for Technical Evaluation (Appendix 'D')
  - (e) Format of Commercial Bid (Appendix 'E')
  - (f) Format for Non-Disclosure Agreement (Appendix 'F')
3. **Technical Details.** The scope of Hiring of Consultancy Services involves the following:-
  - (a) Provisioning of **10 On-site Consultants** (**04 at IHQ/DIT at New Delhi and 02 each at three Command HQs (Mumbai, Visakhapatnam and Kochi)**) as per QRs placed at Appendix 'A'.
  - (b) Consultancy services will be hired for a period of **24 months**.
  - (c) The respective consultants will operate from the premises of Directorate of Information Technology (DIT)/ Command IT departments as indicated by them within Delhi, Mumbai, Visakhapatnam and Kochi.
  - (d) The consultants will be required to carry out system study during the initial stages of a software project. The respective consultants may be required to visit various Naval offices in New Delhi/ Mumbai/ Visakhapatnam and Kochi during the course of projects as part of data gathering process.

(e) The consultants will be required to aid in design, development, implementation and user training of the software applications. The consultants should be capable of coding and designing the applications to be developed at DIT/Command Headquarters. The consultants at Command Headquarters would also aid in development/ implementation and user training of the software applications that are designed/ developed at DIT.

(f) The consultants will be required to carry out evaluation of software design templates of IT Projects.

(g) The consultants will be required to carry out evaluation of COTS software for utilization in the Navy

(h) The consultants will be required to carry out development/ modifications of Indian Naval websites and applications for other directorates at IHQ MoD(N), New Delhi and for Commands for Navy wide implementation.

(j) The consultants will be required to carry out documentation of in-house developed software applications. This will include user-manual, administration guide, installation guide, back up and restoration polices et al.

(k) The Senior Software consultant at DIT would also supervise the other consultants at New Delhi, Mumbai, Visakhapatnam and Kochi.

4. Vendors are required to forward at least three resumes for Consultant – I and six each for Consultants II and III category (total of 15 resume), along with the technical bid as per qualifications and experience mentioned at Appendix 'A'. Non inclusion of the same will lead to rejection of the bid.

5. Post award of contract, the L1 firm shall forward minimum of five latest resumes for each position mentioned at Appendix 'A' of RFP within five working days of placement of order. **These consultants would be interviewed by officers at DIT, New Delhi prior hiring them for consultancy services.**

6. The consultants would be initially hired for a probation period of 03 months. During the probation period, the consultant's performance would be evaluated by DIT/Command Headquarters. If any consultant is found unsatisfactory, DIT would forward a written/ email/ fax correspondence to the firm for replacement of the consultant. The consultant would have to be replaced within 07 days of the intimation by DIT. Any delay (in number of days) in deputing a suitable consultant would lead to extension of the contract by number of days the delay is recorded. An overlap period of 48 hours is to be maintained for handing/ taking over of tasks between the two consultants in such case.

7. One month notice is to be provided to Navy by the firm, when a consultant is to be replaced by the firm or the consultant himself wants to quit. The minimum period of Seven days overlap is mandatory for handing/ taking over tasks at all locations, between the previous consultant and the fresh/ new consultant. Any delay (in number of days) in overlap period would add to the number of days contracted. In addition, LD on pro rata basis @ 0.5% per week for the service not rendered may be imposed and deducted from the quarterly payments.

8. The consultants would be operating as resident staff of DIT/ Command Headquarters and would be operating from the office space designated. They would also be following the daily routines and other code of conduct as applicable to other civilian staff in the Navy. The normal working hours would be from 0900 – 1830 Hrs every day for five days a week. Although as a practice, the directorate follows a five day week routine, however on certain occasions, the consultants may be required to work on weekends and holidays or beyond the stipulated working hours. **No compensatory off will be admissible in lieu of working day observed on weekends or holidays.**

9. The consultants would be admissible to proceed on leave with a replacement of another consultant for the duration of leave. In case no consultant is provided in lieu, then the consultancy services will be extended by the number of days the consultant has not been provided. In addition, LD on pro rata basis @ 0.5% per week for the service not rendered may be imposed and deducted from the quarterly payments. The leave will not be treated as a right. It will be subject to the requirement of the office.

10. The information in the Technical bid (Appendix 'B') should be complete in itself to facilitate full technical scrutiny. The vendor must volunteer all information required for this purpose. The Navy reserves the right to seek necessary clarifications on the technical bids. **It must be borne in mind that no change to commercial bid, arising out of clarifications on technical bid, is permitted.** The technical proposal submitted by the vendors should necessarily cover following details:-

- (a) Complete details of the technical background of the Consultants, skill set along with experience with supporting documents.
- (b) Appropriate copies of certificates of various courses done the by consultants.
- (c) Profile of the firm providing the consultants.
- (d) Office address of the firm.
- (e) Office and residential address of the consultants.



(f) Certificate of non disclosure agreement placed at Appendix 'F' to this RFP is to be submitted by the consultants at the time of hiring of the consultants.

11. **Indian Navy's Responsibility.** The Indian Navy will be responsible for providing IT infrastructure, stationary and office space for the consultants.

12. **Vendors Responsibility.** The vendor will be responsible for providing the consultants with requisite skill set and experience. The consultants will have to be on the payroll of the firm. The requirement of requisite police verification and security clearance will be the responsibility of the vendor. The vendor must intimate to DIT and Command Headquarters the office address as well as residence address of the consultants.

13. **Contact Details.** Details/ clarifications regarding requirements can be discussed with Joint Director IT (Software) on any working day between 1400 hrs and 1700 hrs, Tel No. 011-23010522.

14. **Two – Bid System.** Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. The Bidders are advised to submit the compliance statement in the format at Appendix 'B' along with the Technical Bid.

15. **Delivery Period.** The consultants are to be placed at DIT and Command Headquarters within one month of the effective date of contract. However, the contract commencement date would be taken as the date of all consultants being positioned at DIT/ Command Headquarter premises.

16. It may be noted that Contract can be cancelled unilaterally by the Buyer in case of any delay in positioning of consultants at designated places. Extension of contracted delivery period will be at the sole discretion of the Buyer, with or without applicability of LD clause.

17. **The duration of the contract is for two years.**

18. The purchaser reserves the right to interview the proposed key personnel to ascertain their level of experience and qualification and to accept or reject any names from the list.

### **Removal and/ or Replacement of Vendor's Personnel**

19. If the purchaser finds that any of the consultants have:-

(a) Committed serious misconduct or have been charged with having committed a criminal action;

or

(b) Has reasonable cause to be dissatisfied with the performance of any of the personnel.

or

(c) Performance of the consultant is unsatisfactory

**Then the vendor shall at the purchasers' written request specifying the grounds therefore, forthwith provide as a replacement person with same qualifications and experience acceptable to the purchaser within seven days. An overlap period of 48 hours is to be maintained for handing/ taking over of tasks between the two consultants. The duration of the contract will increase by the corresponding number of days the consultant is not provided, starting from the day a written request is forwarded to the vendor. The vendor shall have no claim for additional costs arising out of/ or incidental to any removal and/ or replacement of personnel.**

20. **Consignee Details.** Directorate of Information Technology, Room No 127'B', First Floor, 'C' Wing Sena Bhawan, New Delhi – 110 011.

### **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 mutually agreed to and specifically indicated/ provided in 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. However, the contract commencement date would be taken as the date of all consultants being positioned at DIT/ Command Headquarter premises. The Contract commencement date will be used to determine quarterly payment schedule.
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 of DPM 2009 (Available in MoD website and can be provided on request).
4. **Force Majeure.** If either of the parties suffer delay in due execution of their contractual obligation due to the operation of one or more of the force majeure events such as but not limited to, act of God, war, flood, earthquake, strikes, lockouts, fire, epidemics, riot, civil commotions etc. the agreed time for the completion of respective obligations shall be extended by a period of the time equal to the period of the delay occasioned by such events. On the occurrence and cessation of any such event, the party affected thereby shall give notice in writing to the other party. Such notices to be given within 15 days of occurrence / cessation of the event concerned. If the force majeure conditions continue beyond 30 days the parties shall mutually decide about the future course of action.
5. **Placement of Order.** The Purchase order will be placed on successful conclusion of negotiations on L1 firm.

6. **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 offence 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.

7. **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 Government of India.

8. **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.

9. **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.

10. **Liquidated Damages.** In the event of the Seller's failure to provide a suitable consultant within the stipulated period as per paras 6 & 7 of part II of RFP, liquidated damages would be levied on the Vendor. Any delay (in number of days), in positioning consultant(s) would be charged @ 0.5% per week for the services not rendered during the period and will be deducted from the quarterly payments. Seller shall submit the documents/ bills only after deduction of the liquidated damages subject to a maximum of 10% of the contract price of the undelivered goods. But if the delay is on account of any cause, which the Seller promptly notifies to the Buyer and the Buyer admits as a reasonable ground for extending the time for delivery, no liquidated damages will be levy during the additional time thus agreed to by the Buyer.

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 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 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.

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**

(a) **General**

(i) 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.

(ii) If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entreated 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 upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

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

(b) **Sales Tax/VAT**

(i) 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.

(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 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. 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 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/ services (as applicable). The specimen of PBG is given in Form DPM-15, (Available in MoD website and can be provided on request).
  
2. **Tolerance Clause.** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to increase or decrease the quantity of the required goods/ services up to  $\pm 20\%$  without any change in the terms and conditions and prices quoted by the Seller. While awarding the contract, the quantity/ services ordered can be increased or decreased by the Buyer within this tolerance limit.
  
3. **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 stage wise (quarterly), on production of the requisite documents. As per current practices, no advance payment is permissible. However, to ensure cash flow, commensurate with progress of the work by the consultants the payment would be carried out to the consultants firm on quarterly basis based on the work satisfaction certificate of DIT. The payment would be made through PCDA (Navy) Mumbai, on receipt of pre-receipted bill from the firm. Quarterly payment would be made on completion of the quarter.
  
4. **Paying Authority.** The payment of bills will be made 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 Contract with U.O. number and date of IFA's concurrence, 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, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.
- (g) Bank guarantee for advance, if any.
- (h) Performance Bank guarantee / Indemnity bond where applicable.
- (j) 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).
- (k) Any other document / certificate that may be provided for in the contract.
- (l) User Acceptance.
- (m) Xerox copy of PBG.

5. **Risk & Expense clause**

(a) Should the consultant not perform in accordance with the scope of services, 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.

(b) 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.

6. **Force Majeure**. Should any Force Majeure circumstances arise, each of the contracting party shall be excused for the non-fulfilment or for the delayed fulfilment of any of its contractual obligations, if the affected party within (15 days) of its occurrence informs the other party in writing. Force Majeure shall mean fires, floods, natural disasters or other acts, that are unanticipated or unforeseeable, and not brought about at the instance of the party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non-performance or delay in performance, such as war, turmoil, strikes, sabotage, explosions, quarantine restriction beyond the control of either party. A party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this contract.

7. **Inspection Authority.** The Inspection will be carried out by JDIT. The performance of services being offered by the consultants would be inspected on a daily basis as per the tasks assigned by DIT at IHQ and CITO's at the Commands.

## Part V – Evaluation Criteria & Price Bid issues

### Vendor Evaluation/Pre-Qualification: proof to be attached with bid

1. The bidder should be a **CMMI level 3 IT registered in India** with registered office in New Delhi, and in operation for at least five years on the date of application. Documentary proof in regard to this must be submitted along with technical bid.
2. The consultant must be an employee of the HR/ Consultancy/IT firm (the bidding firm) at the time of hiring. The consultant should be on the payroll of the L1 firm and not on its subsidiary or group company.
3. It must be noted that **CONSORTIUM approach is not acceptable**.
4. The bidder should have undertaken at-least one similar project with Govt/ PSU/ Nationalised Banks in the last three years. The similar project would be provision of consultancy services in software design, coding and programming development, implementation and user training. Experience of having successfully completed similar IT projects during last five years ending last day of month previous to the one in which applications are invited should include:-
  - (a) Three similar projects costing not less than ₹ 69.0 lakh.  
**or**
  - (b) Two similar projects costing not less than ₹ 86.0 lakh.  
**or**
  - (c) One similar project costing not less than ₹ 1.35 Crore.
5. The bidder should enclose copy of the work order indicating both the value of the project with breakdown of the project into different categories and the value of consultancy services provided against each. The bidder should provide details of past projects undertaken in last three years in the format given below:-

S No	Name of the assignment, name of the client & location	Date of Award and date of completion (Attach completion certificate)	Contract value	Brief Desc of Scope	Documents attached & support of work done
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6. Bidders who have been black listed/debarred by Central Govt or any State Govt. Deptt./PSUs/Nationalized Banks shall not be considered. An affidavit to this effect shall be submitted by the bidder duly attested by authorized signatory. An

affidavit to this effect shall be submitted by the bidder duly attested by authorized signatory.

7. The compliance to vendor evaluation criteria should be submitted as per the format placed at Appendix 'C' to this RFP.

### **Technical Evaluation**

8. Only those firms which qualify Vendor Evaluation will qualify for Technical Evaluation.

9. The consultants must confirm to qualitative requirements mentioned at Appendix 'A'.

10. **Vendor must submit at-least three resumes for Consultant – I and six each for Consultants II and III category (total of 15 resume) of consultancy services, along-with Technical bid.**

11. A copy of education qualification certificate in respect of the above 15 resumes is to be forwarded along-with technical bid.

12. The technical offer should conform to format at Appendix 'B' & 'D' to this RFP.

13. A para-wise compliance matrix for all paras of Part –II of RFP, technical and vendor evaluation is to be provided.

14. The compliance to vendor evaluation criteria should be submitted as per the format placed at Appendix 'C' to this RFP.

15. **Submission of Quotes.** Vendors will submit the bids **in two separate envelopes**. The two bids will be Technical Bid (ie T- Bid) and Commercial Bid (ie Q-Bid). Each envelope must be suitably marked to indicate the type of bid. The T-bids of all vendors will be opened first. Thereafter technical evaluation of the T-bids will be carried out. Q-bids of only those vendors who have been technically qualified will be opened for further processing.

### **Evaluation Criteria**

16. 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. The format for Technical bid is placed at Appendix 'B'.

(b) The Technical evaluation of only those firms would be carried out who qualify the vendor evaluation criteria. The format for Vendor evaluation is placed at Appendix 'C'.

(c) The technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical aspects as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.

(d) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder. 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.

(e) 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 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 / 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.

(f) 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.

(g) 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.

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

17. **Price Bid Format**. Sample format is placed at Appendix 'E'.

**QRs FOR HIRING OF CONSULTANTS**

**1. Consultant-I (Sr. Software Engineer) - 02 Consultants at New Delhi**

(i)	Education Qualification	MCA or B Tech /BE in Computer Science / Information Technology/ Information Systems
(ii)	No. of years of Experience in IT field	5-7 years
(iii)	Experience in IT fields	Visual Studio 2005/2008/2010/2012 (Web and Windows), AD, C,C#, VB, SQL Server 2005/2008/2012, Oracle 10g/11g/12g, HTML, XML, Java script, AJAX, XSLT, XSL, JQuery, Silverlight, Flash and <b>also should have qualified EPM Knowledge.</b>

**2. Consultant-II (Software Engineer) - 04 Consultants (One at each location i.e New Delhi, Mumbai, Visakhapatnam & Kochi)**

(i)	Education Qualification	MCA or B Tech /BE in Computer Science / Information Technology/ Information Systems
(ii)	No. of years of Experience in IT field	4-5 years
(iii)	Experience in IT fields	Visual Studio 2005/2008/2010/2012 (Web and Windows), C,C#, VB, AD, SQL Server 2005/2008/2012, Oracle 10g/11g/12g, MS SQL 2005/2008/2012, My SQL, HTML, XML, Java script, AJAX, JQuery, Silverlight, RDBMS and <b>also Should qualified as Database Administrator Knowledge.</b>

**3. Consultant- III (Software Engineer/SharePoint Expert) - 04 Consultants (One at each location i.e New Delhi, Mumbai, Visakhapatnam & Kochi)**

(i)	Education Qualification	MCA or B Tech /BE in Computer Science / Information Technology/ Information Systems and qualified MCSD for Sharepoint
(ii)	No. of years of Experience in IT field	3-4 years
(iii)	Experience in IT fields	ASP dot Net, C, C#, VB, MS Access, RDBMS, MS SQL, My SQL, HTML, XML, Flash, Photoshop, Macromedia servelets, JSP EJB, J2E, SharePoint Designer and development of applications using SharePoint, customization and coding in SharePoint.

**TECHNICAL BID FORMAT**

1. The Technical Bid should consist of the documents in the sequence given below:-
- (a) Index page indicating the technical bid contents with appropriate page numbers.
  - (b) The Compliance matrix for Vendor Evaluation Criteria stated at Appendix 'C', along with the required supporting documents in the same sequence.
  - (c) The Compliance Matrix for Technical Evaluation stated at Appendix 'D' along with the required supporting documents in the same sequence.
  - (d) A para wise Compliance matrix for RFP requirements as per format below.
  - (e) Assumptions, Exclusions, Concessions, Deviations.
  - (f) Any additional document on Company Profile, Employee Profile etc.
  - (g) The Vendor Agrees to Following Terms and Conditions:-

Ser	Para in RFP	Description	Agree (Yes/ No)	Clarification in case of deviation
(a)	13 of Part I	Validity of bids 06 months from bid submission date		
(b)	15 of Part I	EMD for ₹ 5.5 Lakhs submitted.		
(c)	16 of Part I	Tender Fee of ₹ 500/- submitted		
(d)	3 – 19 of Part II	Essential Details of Items/ Services required		
(e)	1 – 15 of Part III	Standard Conditions of RFP		
(f)	1 – 7 of Part IV	Special Conditions of RFP		
(g)	1 – 17 of Part V	Evaluation Criteria & Price Bid issues		

Please give reasons if any of the clause above is not acceptable.

Your bid may be disqualified if you do not agree to all the clauses above.



**FORMAT FOR VENDOR EVALUATION COMPLIANCE MATRIX**

S. NO.	CRITERIA	Compliance Status (Yes/No)	Reasons for Non-Compliance	Supporting Documents Required along with reference in T bid
1.	Proposal submitted in accordance with two bid system			-----
2.	The vendor must have an office registered at Delhi and should be a <b>CMMI level 3</b> firm. Documentary proof in regard to this must be submitted along with technical bid.			Yes
3.	The consultant(s) must be employee of the bidding firm at the time of hiring.			Yes
4.	The firm must have undertaken at least one similar project with Govt/PSU/Nationalised Bank in the last three years.			Yes
5.	The vendor must have completed in last five years:-  (a) Three similar projects costing not less than ₹ 69.0 lakh. <b>or</b> (b) Two similar projects costing not less than ₹ 86.0 lakh. <b>or</b> (c) One similar project costing not less than ₹ 1.35 Crore.			Yes
6.	It must be noted that CONSORTIUM approach is not acceptable.			Yes
7.	Bidders who have been black listed/debarred by Central or			An affidavit to this

	any State govt. Deptt./PSUs/Nationalized Banks shall not be considered. An affidavit to this effect shall be submitted by the bidder duly attested by authorized signatory.			effect shall be submitted by the bidder duly attested by authorized signatory.
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**COMPLIANCE MATRIX FOR TECHNICAL EVALUATION**

S No	Requirement	Criteria	Reasons For Non Compliance	Supporting Documents Required along with reference in T bid
<b>Qualitative Requirements for Consultants</b>				
(a)	<b><u>Consultant –I</u></b> MCA or B Tech / BE in Computer Science/ Information Technology/ Information Systems	5-7 Years with skill sets as given at appendix 'A'		Yes
(b)	<b><u>Consultant –II</u></b> MCA or B Tech / BE in Computer Science/ Information Technology/ Information Systems	4-5 Years with skill sets as given at appendix 'A'		Yes
(c)	<b><u>Consultant –III</u></b> MCA or B Tech /BE in Computer Science / Information Technology/ Information Systems and qualified MCSD for SharePoint	3-4 Years with skill sets as given at appendix 'A'		Yes
(e)	Three resumes for Consultant – I and six each for Consultants II and			Yes

	III category (total of 15 resume) required.			
(f)	A copy of education qualification certificate in respect of the above 15 resumes.			Yes

**FORMAT FOR COMMERCIAL BID**

S No	Requirements	Unit Monthly Cost (₹)	Total Cost (₹) for 24 months
01.	<b>Hiring charges of Consultant at IHQ, New Delhi, for two years</b> (a) Consultant- I (02 Nos) (b) Consultant -II (c) Consultant –III		
02.	<b>Hiring charges of Consultant at HQWNC, Mumbai, for two years</b> (a) Consultant-II (b) Consultant-III		
03.	<b>Hiring charges of Consultant at HQENC, Visakhapatnam, for two years</b> (a) Consultant- II (b) Consultant -III		
04.	<b>Hiring charges of Consultant at HQSNC, Kochi, for two years</b> (a) Consultant- II (b) Consultant -III		
05.	<b>Taxes (Including Sales, VAT, Service etc.)</b>		
06.	<b>Grand Total (SI 1 to 5)</b>		

The L1 firm would be identified based on the “Grand Total”.

**Confidentiality and Non Disclosure Agreement.** The NAVY and the vendor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the vendor may furnish to its Subcontractor(s) such documents, data and other information it receives from the NAVY to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event vendor shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on this vendor under this Clause. Vendor also undertakes not to use any information gained by virtue of this project, in any form, to prepare, develop, market or sell any system or product for utilization by any other client. The provisions of this Clause shall survive termination, for whatever reason, of the Contract.