

**REQUEST FOR PROPOSAL**

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

**INVITATION OF BIDS FOR IMPLEMENTATION OF IDENTITY MANAGEMENT SOLUTION FOR INDIAN NAVY**

**Request for Proposal (RFP) No. IT/0631/32 dated 31 Jul 15**

1. Bids under **two - bid system** i.e. Technical Bid and Commercial Bid to be submitted in separate sealed covers are invited for 'Implementation of Identity Management Solution for Indian Navy' as per details at enclosures. 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:

**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:

**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/ 23010511/ 23010612**

(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 **11 Aug 15** (four weeks prior to opening of bids). 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 11 Sep 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 11 Sep 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 Bhavan,  
Integrated Headquarters of Ministry of Defence (Navy)  
New Delhi - 110011**

The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Important commercial/ technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.

6. **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.

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. **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 or through email about the clarifications sought not later than **24(Twenty Four)** days prior to the date of opening of the T-Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have

received the bidding documents. All such queries will also be addressed during the pre-bid.

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 No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified.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

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

11. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

12. **Validity of Bids.** The Bids should remain **valid till 06 months** from the last date of submission of the Bids. **Bids with lesser validity may be liable for rejection.**

13. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **₹ 6,00,000/-** 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 authorised to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request) payable to PCDA(Mumbai). 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. **Bids received without EMD or certificate of registration with above mentioned organisations are liable to be rejected.**

14. **Cost of Bids.** Cost of bids is set at ₹ 500.00 (Rupees Five Hundred). Demand draft or Bankers Cheque should be made payable to PCDA (N), Mumbai. Bidders downloading the tender document from the Internet are required to submit tender fee along with the Technical Bid. **Bids received without tender fee will be rejected.**

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

1. **Schedule of Requirements**. This section outlines the requirements for 'Implementation of Identity Management Solution and Single Sign on for Indian Navy'.

2. In addition, it also consists of following appendices relating to certain specific details of the project:-

- (a) List of documentation & manuals (Appendix 'A').
- (b) Technical Bid Format (Appendix 'B').
- (c) Format of Vendor Evaluation Criteria (Appendix 'C').
- (d) Format of Price/Commercial Bid (Appendix 'D').
- (e) Service Level Agreement for Handholding/Warranty/AMC (Appendix 'E')
- (f) Format for Non-Disclosure Agreement (Appendix 'F')

3. IHQ MoD(N)/DIT seeks to automate the authentication of users by all applications, whether role-based or user-based. This would be done by creating a single authentication framework that manages personal identities and roles of users in Navy.

4. The following types of user authentication are presently available for applications:-

- (a) **Domain Authentication**. The authentication is through Active Directory for accessing the domain. Presently, only role-based IDs are available in a hierarchical manner reflecting the organisational structure.
- (b) **Application-based Authentication**. This is based on details of users stored in individual applications. E.g. Legacy web based applications.
- (c) **Local Authentication**. Standalone applications where authentication is on same machine or through a local web server e.g. Volume Encryptor, web based applications etc.

5. There are approximately 25 web-based (primarily dot net technology) and SAP applications with individual user databases that will have to be integrated through Single Sign On.

6. **Functional Requirement**. The functional requirements of solution that will be deployed for identity management and single sign on are summarised below.

7. **ID Management**. Each user would be identified by his unique employee number, i.e personal credentials. Further, each person would be assigned some roles in the organisation. The ID Management solution shall map the person's employee ID credentials to the assigned roles. The detailed requirements are placed below. However, the same must be formally documented in URS with graphical Use Case Scenarios, and approved by the IN prior implementation. The URS would include

workflow for users/admins/local admins for handing/taking over of roles on temporary or permanent basis on predefined and reconfigurable workflows. The ID Management solution should provide for following :-

- (a) Design and implementation of a Landing webpage for all applications which would be separated into person-based access (eg for pay, HR etc applications) and designation/role based applications. On choosing any application, the user should be directed to that application with the correct credentials without having to separately login/ sign in. Local applications are generally based on designation based id.
- (b) Solution should be integrated with existing AD and provide authentication, based on personal id. The solution **should not** require installing of any additional LDAP to create a new user repository to store enterprise user or role details.
- (c) Solution should map personal ID to multiple roles/ designations. It should include provisioning/ de-provisioning on joining/ movement of personnel on transfers and temporary assignment of roles.
- (d) Solution should integrate with existing MS Exchange based mailing solution. Multiple role based credentials of individual must map to the same personal id and addition or deletion of roles to an individual must reflect in the email client automatically without administrative effort on part of client/ OU admin.
- (e) Solution should have the capability for the users to reset password based on an acceptable and secure mechanism and manage their user profile in AD. This includes both personal id and role-based id for legacy applications.
- (f) Solution should have the capability to send event based (configurable) alerts/ notifications for specific ids as configured by administrator.
- (g) Solution should be able to provide audit trails for user id/ password changes and role-reassignments.
- (h) Provide features for managing identity of external users or temporary employees who may require additional controls or verification.
- (j) Ability to detect and respond to identity store changes in near-real time and also as per schedule/ work-flow.
- (k) Provide reconciliation functionality and identify any mismatch i.e. a single designation mapped to two personnel. Mismatch events are to be configurable.
- (l) Configurable auditing of all the operations performed. Configurable reports and returns need to be generated using enterprise reporting tool.
- (m) Solution should be able to maintain summary of separation of users who are transferred, retired or leave the organisation.

(p) Applications that use Domain authentication should be directly integrated with the proposed IDM. Examples include the existing MS Exchange Mail and SharePoint based web portals. Legacy Web Applications with individual login/pwd should be managed by the application to provide Single Sign on without any major changes to the existing application. Details of these applications will be shared with the L1 bidder prior placing order.

(q) Single Sign on will not prevent manual logging in to applications.

(r) The proposed IDM solution should be able to seamlessly integrate with the following systems being implemented separately:-

(i) PKI – from leading OEMs

(ii) Digital Rights Management System from leading OEMs.

(s) Implementation would take place at each Domain Controller in Delhi and the Commands in master-slave mode with Delhi as the master. Local units/ ADCs may be accessed on remote. The number of AD users presently is approximately 18,000. The envisaged number of servers catering to the IDM is 02 per Command and at Delhi. Increase in number of users/ locations beyond this level would be catered to as follows :-

(i) Provision of hardware/ Windows Servers including OS, database etc as required – IN Liability

(ii) Provision of OEM software (including client licences) required for additional users – IN liability

(iii) Reconfiguration/ additional copies of customised software developed for IN usage - Free to IN

(t) Complete installation and operations should be by user-friendly GUI and include context- sensitive help.

(u) Naval liability would be limited to the following :-

(i) The vendor will be provided a virtual server/ physical server (OS-WinSrv2012, 12 GB RAM) at each of the implementation locations (ADC). At IHQ MoD(N) he shall be provided a virtual server with (OS-WinSrv2012 Datacenter, 54 GB RAM). Any changes in the recommended hardware sizing shall be intimated in the technical bid.

(ii) Access passes to cleared personnel.

8. The system should be able to generate reports as indicated at **Appendix 'A'**. This list is purely indicative and the scope of the reports should be finalised at the SRS stage.

9. The customised portion of source code and detailed configuration documents of the software are to be provided to Indian Navy. The system should be accessible from Windows as well as Linux environment.

10. The application design should include secure information security and assurance policies. The complete system would undergo vulnerability assessment by CERT-IN empaneled vendor. The design would be scrutinised from info sec point of view by designated agencies, as nominated / indicated by the buyer, as per agreed schedule. Observations / recommendations of this scrutiny need to be incorporated in the design and necessary remedial actions taken by the vendor. The assessment would include but not be limited to secure coding practice, documentation, backup/recovery, access control, audit trails etc. **Responsibilities with respect to submitting documents and getting the solution VA cleared by CERT-IN empaneled vendor, including incurring charges for the same, rests entirely with the vendor and the solution will be deployed in production only after satisfactory VA.**

11. **Development Strategy.** The firm shall make a **PERT chart** for complete development phase. The same will be approved by the Navy prior commencement of development. The vendor will have to indicate all standards being followed for development, testing, validating, installing and commissioning the application.

12. Based on the progress achieved, the project plan would be reviewed periodically, at-least once a month.

13. **Implementation.** The solution is to be implemented at IHQ/Delhi (Domain Controllers) and Command HQs (Mumbai, Kochi and Vizag) (Child Domain Controllers). Remote access to servers at other locations Navy-wide would be provided from these locations. The following would be carried out as part of implementation:-

(a) Complete user list of IN would be provided to the firm for creation of AD entries (approximately 1 lakh users).

(b) One-time mapping of all roles in the AD to the personnel IDs is to be undertaken. Each OU admin would provide the requisite details to the team to map the IDs.

(c) Client machine deployments must be carried out through SCCM or OU-admin installable client.

14. **Training.** Training to administrators at all locations viz. Delhi, Mumbai, Kochi and Vizag. This may be conjoined with the one-time mapping. In addition, user workshops (not exceeding 03 per Command) would be carried out. The format of the training would be frozen with the URS. A sequential set of actions for users and administrators in graphical format should be centrally hosted on the user landing page for easy reference.

15. **Support.** Support consists of pre-acceptance in form of hand holding. Further, it is to continue in form of warranty for one year from the date of acceptance, followed by (optional) AMC for 03 years. AMC would be counted towards L1 calculation but would be placed at the discretion of the buyer. SLA in this regard is placed at **Appendix 'E'**.

16. **Ownership of the application.** The software/ solution developed shall follow open standards with Fair, Reasonable and Non Discriminatory terms and conditions (FRAND) with no royalty payment. Licences offered in the solution shall be perpetual and software/ modules with ATS or annual license fees for patches and updates are



**not to be quoted.** The customised portion of software or those exclusively developed for implementation in Indian Navy shall belong to the Indian Navy and Vendor developing the application package shall hand over the entire customised source code along with system study document and any other documents relating to the project to Indian Navy. The Navy at its discretion may make copies or make changes/ amendments to the software without referring the same to the Vendor.

### **Deliverables**

17. The vendor should provide deliverables as part of the development and implementation of the application as per **Appendix 'A'**.

18. The vendor will supply a certificate as per format placed at **Appendix 'G'** stating that the software is free from any virus, worm, Trojan, trap door or any other type of malicious code.

### **Vendor Responsibilities**

19. The vendor must provide various documents and deliverables for approval of the buyer well in time as per agreed time schedule.

20. The vendor must finalise the schedule of training in consultation with the buyer, as described in details subsequently.

21. The vendor should generate test cases, prepare test data, feed / enter data required for testing and undertake testing of the system, in consultation of the buyer.

22. If any COTS software is used, the vendor would undertake necessary customisation and configuration of the COTS software. Appropriate documentation for the customisation and configuration would be prepared by the vendor. Acceptance of such documentation would be based on its approval by the buyer.

23. The vendor will supply a certificate stating that the software is free from any virus, worm, Trojan, trap door or any other type of malicious code.

24. The vendor should design the application using latest available tools and technologies, standard process, etc. However, any software component that may be required for functioning of the system, is the firm's responsibility and is to be included in scope of supply.

25. The vendor responsibility as mentioned above is only indicative and the vendors shall carry out all other activities, required for successful and satisfactory completion of the project, as certified by the buyer.

26. Personnel to be deployed by the Vendor. The names, titles and agreed functions of the key personnel (and the number of personnel involved) of the vendor in carrying out of the services detailed in the contract are to be submitted by the vendor, along with the curriculum vitae of the key personnel listed by title as well by name and shall be subject to approval of the purchaser. The purchaser reserves the right to interview some of the proposed key personnel to ascertain their level of experience and qualification and to accept or reject any names from the list. Vendor would be required provide credentials and antecedents of the personnel deployed for obtaining necessary security passes at buyers premises.

27. If the purchaser finds that any of the vendor's personnel have:

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

Or

Has reasonable cause to be dissatisfied with the performance of any of the personnel;

**Then the vendor shall at the purchasers' written request specifying the grounds therefore, forthwith provide as a replacement person with qualifications and experience acceptable to the purchaser. The vendor shall have no claim for additional costs arising out of / or incidental to any removal and / or replacement of personnel.**

28. **Delivery Period.** Five months from date of placement of order. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause

29. **Consignee details.** Directorate of Information Technology, 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 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 Government of India.

6. **Access to Books of Accounts.** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

7. **Non-disclosure of Contract documents.** Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party. Format of Non-Disclosure Agreement is placed at Appendix 'E' and will form the part of Contract/Supply Order placed on successful bidder.

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

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

- (a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than **(01 months)** after the scheduled date of delivery.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The delivery of material is delayed due to causes of Force Majeure by more than **(03 months)** provided Force Majeure clause is included in contract.

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

(e) As per decision of the Arbitration Tribunal.

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

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. **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 entertained after the opening of tenders.

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

(iv) If a Bidder is exempted from payment of any duty/tax 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) **Customs Duty**

(i) For imported stores offered against forward delivery, the Bidder shall quote prices thereof exclusive of customs duty. The Bidder shall specify separately the C.I.F. prices and total amount of customs duty payable. They will also indicate correctly the rate of customs duty applicable along with Indian Customs Tariff Number. Customs duty as actually paid will be reimbursed on production of necessary documents i.e. (aa) Triplicate copy of the bill of entry; (ab) copy of bill of lading; (ac) a copy of foreign principal's invoice. However, if the Bidder imports the stores in question against his own commercial quota Import Licences, he will also be required to submit in addition the triplicate copy of bills of entry etc. a certificate from his Internal Auditor on the bill itself, to the effect that the following items/quantity in the bill of entry related to the stores imported against Defence Buyer contract number..... dated.....

(ii) Subsequent to the reimbursement of customs duty, the Bidder will submit to the concerned Payment Authority a certificate to the effect that he has not obtained any refund of customs duty subsequent to the payment of duty to the Customs authority by him. In addition, he shall also submit to the Paying Authority concerned a certificate immediately after a period of three months from the date of payment of the duty to customs authorities to the effect that he has not applied for refund of the customs duty subsequent to the payment of duty to the customs authorities by him.

(iii) In case the Bidder obtains any refund of customs duty, subsequently to the payment of the same by him to the customs authorities and reimbursement of the customs duty to him by the

Payment Authority, he should forthwith furnish the details of the refund obtained and afford full credit of the same to the Buyer.

(c) **Excise Duty**

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

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

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

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

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

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

(ad) An undertaking to the effect that in case it is detected by the Government that any refund from Excise Authority was obtained by the Seller after obtaining reimbursement from the Paying Authority, and if the same is not immediately refunded by the Seller to the Paying Authority giving details and particulars of the transactions, Paying Authority will have full authority to recover such amounts from the Seller's outstanding bills against that particular contract or any other pending Government contracts and that no dispute on this account would be raised by the Seller.

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

(d) **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.

(e) **Octroi Duty and Local Taxes.**

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

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



## PART IV – Special Conditions of RFP

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 **20%** plus/ minus increase or decrease the quantity of the required goods/ services up to that limit without any change in the terms & 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, on production of the requisite documents. As per current practices, no advance payment is permissible. The payment will be made as per the following terms, on production of the requisite documents with 'D' as date of placement of order:-

SI	Stage	Description	% of Order Value	Remarks
(a)	First Stage	(a) Acceptance of SRS Document (b) Acceptance of Design Document by Buyer (c) Proving at IHQ MoD(N)/ One pilot location per Command for 30 days with sign off of mitigation of all observations	30 %	<b><u>D+90 days</u></b>
(b)	Second Stage	(i) Successful Navy-wide implementation and acceptance of solution (ii) Submission of complete Documentation as per deliverables. (iii) Submission of documented Source Code.	30 %	First Stage +60 days

		(iv) Completion of Training (v) Clearance of Vulnerability Assessment		
(c)	Third Stage	Successful completion of hand holding at all locations culminating in acceptance of project.	30%	Second Stage + 180 days
(d)	Fourth Stage	Completion of Warranty	10 %	Third Stage + one year

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

5. **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 / Copy of Supply Order and date of IFA's concurrence, where required under delegation of powers.
- (d) 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.
- (e) Exemption certificate for Excise duty / Customs duty, if applicable.
- (f) Warranty certificates.
- (g) Bank guarantee for advance, if any.
- (h) Performance Bank guarantee / Indemnity bond where applicable.
- (j) 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.
- (k) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in contract).

6. **Risk & Expense clause.**

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

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

(c) In case of a material breach that was not remedied within 45 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 thereunder.

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

7. **Force Majeure.**

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

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

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

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

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

8. **OEM Certificate:** In case the Bidder is not the OEM, the agreement certificate with the OEM for sourcing the spares/ items shall be mandatory.

9. **Quality Assurance.** The solution would be tested at DIT premises/ on the Naval Intranet at the discretion of the Buyer. Separate security testing by CERT-IN empanelled vendor is required to be undertaken. Responsibility of offering the solution for security audit including incurring charges, submission of documents and incorporating changes as suggested by the audit agency will rest with the vendor.

10. **Inspection Authority.** The Inspection will be carried out by JDIT at IHQMoD(N) and by CITO's at Command HQs.

11. **Warranty.** Warranty details are placed at Appendix E.

12. **Annual Maintenance Contract (AMC) Clause** – AMC shall be quoted for and accounted in L1 calculation. However, AMC would be concluded by the buyer at his discretion when due.

The Buyer reserves its right to terminate the maintenance contract at any time without assigning any reason after giving a notice of 03 months. The Seller will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the Seller for maintenance services already performed in terms of the contract, the same would be paid to it as per the contract terms.

13. **Arbitration.** Any dispute between the parties shall be resolved mutually by the parties. If the dispute cannot be resolved by mutual consultation between the parties, the same shall be resolved in accordance with provisions of Arbitration and Conciliation Act, 1996 and rules framed there under as may be amended from time to time or its re-enactment. Place of Arbitration shall be Delhi. The Arbitrator will be appointed by the Indian Navy and decision of the Arbitrator shall be final and binding on the parties.

14. **Placement of Order.** The Purchase order will be placed on L1 firm.

## Part V – Evaluation Criteria & Price Bid issues

### Evaluation Criteria

1. 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 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.
    - (bi) The Technical evaluation of only those firms would be carried out who qualify the vendor evaluation criteria. The criteria and format for Vendor evaluation is placed at **Appendix 'C'**.
  - (c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the price format **Appendix 'D'**. The consideration of taxes and duties in evaluation process will be as follows:
    - (i) 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.
  - (d) 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 entailed after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of 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.

(e) 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.

(f) 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.

2. **Price Bid Format.** The price bid format is placed at Appendix 'D'. Bidders are required to fill up price bid format correctly with all details.

**Appendix 'A'**  
**Refers to Para 2(a) Part II of RFP**

**LIST OF DOCUMENTATION & MANUALS**

1. The following documentation is to be delivered as part of deliverables:-

<b>Sl. No.</b>	<b>Items</b>	<b>Numbers required</b>
(a)	Approved URS and Project plan	01 Hard bound copy, 01 soft copy
(b)	Approved SRS document.	01 Hard bound copy, 01 soft copy
(c)	Restoration and Backup CDs for the system software including executable files, installation programs and all files required to implement and run the software at any site	02 sets at each Command and at IHQ MoD(N)
(d)	VA Clearance Certificate	01 copy
(e)	Any application developed for IN-Source code and live run reports	02 soft copies
(f)	Documentation, Media and License for any 3 <sup>rd</sup> party software supplied as part of the solution	01 Set each as per the software.
(g)	User Manual, Administration Manual, Installation Guide	04 hard bound copies of each, 01 soft copy.

**Appendix 'B'**  
**Refers to Para 2 (b) Part II of RFP**

**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) Technical Compliance Matrix as below:-

<b>S No</b>	<b>Clause in RFP</b>	<b>Description</b>	<b>Complied? (Yes/ No)</b>
01	Para 1	Bids submission under 2 Bid system	
02	Part I Para 12	Validity of Bid - 06 months from bid submission date	
03	Part I Para 13	EMD for ₹ 6,00,000.00 submitted or registered with authorised agencies	
04	Part I Para 14	Cost of Bid - ₹ 500.00	
05	Part II Para 2(f)	Non-disclosure agreement submitted	
06	Part II Para 7(a)	Access controlled Landing page	
07	Part II Para 7 (b)	AD Integration	
08	Part II Para 7 (c)	Provisioning/ De provisioning of personnel on joining/ movement	
09	Part II Para 7 (d)	Integrate with Exchange Server for mailing	
10	Part II Para 7 (e)	Users allowed to change profile/ reset password	
11	Part II Para 7 (f)	Event based configurable alerts	
12	Part II Para 7 (g)	Audit trail for user id/ password change and role assignments	
13	Part II Para 7 (h)	Additional controls for external users or temporary employees	
14	Part II Para 7 (j)	Ability to detect and respond to identity store changes in near real time	
15	Part II Para 7 (k)	Mismatch identification and reconciliation	
16	Part II Para 7 (m)	Maintain summary of separation of users who are transferred, retired or leave the organisation	
17	Part II Para 7 (q)	SSO will not prevent manual logging into applications	
18	Part II Para 7 (r)	Interfaces to PKI and DRMS	
19	Part II Para 7 (s)	Implementation at Delhi and at 3 Commands	



S No	Clause in RFP	Description	Complied? (Yes/ No)
20	Part II Para 9	The customised source code and configuration documents of the software are to be provided to Indian Navy	
21	Part II Para 10	Ready for VA of solution by <i>CERT-IN</i> empanelled vendor including incurring cost for the same	
22	Part II Para 11	PERT Chart for complete developmental phase	
23	Part II Para 14	Training at all four locations	
24	Part II Para 15	Support. Hand holding (up to acceptance) + Warranty for 1 year + AMC (3 years beyond warranty)	
25	Part II Para 16	Open standards with no royalty payment and perpetual license.	
26	Part II Para 18	Malicious Code certificate submitted	
27	Part II Para 27	Delivery Period - 05 months	
28	Part III Para 8	LD Clause accepted	
29	Part IV Para 2	Tolerance Clause acceptable	
30	Part IV Para 3	Payment Terms acceptable	
31	Part IV Para 8	OEM Certificate attached?	
32	Part IV Para 9	Quality Assurance plan accepted	
33	Part IV Para 12	AMC quoted for?	
34	Appendix 'A'	List of documents and manuals as per list?	

(c) The Compliance matrix for Vendor Evaluation Criteria (Appendix 'C'), along with the required supporting documents in the same sequence.

(d) Assumptions, Exclusions, Concessions, Deviations.

(e) Any additional document on Company Profile, Employee Profile etc.

**Appendix 'C'**  
**Refers to Para 2 (c) Part II of RFP**

**VENDOR SELECTION CRITERIA**

To ensure that the right System Integrators and SW OEMs are shortlisted for project implementation, the following criteria along with supporting documents are suggested to be included in the RFP:-

**Criteria for SI**

<b>S. No</b>	<b>Criteria</b>	<b>Documents to be provided by SI vendors</b>
1.	SI should be registered in India (with office in Delhi/NCR) with existence for at least last five years. The annual turnover for last three years (2010-2013) should at least be <b>₹ 64 lakhs (Rupees Sixty Four Lakhs only)</b>	(a) Certificate of incorporation, balance sheet, P&L statement of last three financial years, latest valid TIN/ITCC and sales tax registration
2.	SI must be certified for CMMi Level 5 (SI or parent entity in India)	Supporting documents
7.	Tender-specific Authorisation from OEM for working on AD implementation of IN. OEM should state that it would verify any proposed solution prior deployment.	
8.	SI preferably should have executed at least 3 *similar projects during last 5 years ending last day of month previous to the one in which applications are invited should be either of the following: - a. Three similar completed works costing not less than the amount equal to ₹ 85/- Lakhs or b. Two similar completed works costing not less than the amount equal to ₹ 1.07/- Crore or c. One similar completed work costing not less than the amount equal to ₹ 1.70/- Crore	Customer references showing (a) Scope of Work (b) Completion. Note: Specific payment proof for the job can be accepted as work completion certificate
9.	SI should be capable of deployment and onsite support (direct or through OEM) for the application software at IHQMoD(N)/ Delhi and at	Undertaking certificate from SI

	Command HQs at Mumbai, Vizag and Kochi. Further deployment to local field units would be at discretion of local authority. For outstation units, it would be through remote administration.	
12.	SI should guarantee to provide all software patches/ upgrades for a period of three years after completion of warranty required for operation of the software with current/ future versions of Windows Server/ clients/ databases	Undertaking certificate from SI
14.	SI should provide source code of all exclusively developed software/ customizations done for the project. This will however not include source code of standard COTS applications used by the SI	Undertaking certificate from SI

\* Similar Project: Implementation of Single Sign on/Directory Services with Windows Server 2008/2012 with at least 5000 client licences.

**Appendix 'D'**  
**Refers to Para 2(d) Part II of RFP**

**COMMERCIAL BID FORMAT**

1. Basic cost of the item/ items:

S.No.	Item	Unit Price	Qty	Total
Software				
	Software Cost for implementation at all four locations (08 servers)		1	
	User License cost		18000	
Miscellaneous				
	Implementation, Installation & Commissioning, including VA		1	
	Accessories, if any		1	
	Training at all locations		1	
	Documentation		1	
Support				
	Handholding at all locations		1	
	Warranty Support for 01 year		1	
	AMC for 3 years (optional but will be used to determine L1)			
Total of Basic Price				

2. Is Excise Duty extra? **(Y/N)**

3. If yes, mention the following –

- a. Total value of items on which Excise Duty is leviable:
- b. Rate of Excise duty (item-wise if different ED is applicable):
- c. Surcharge on Excise duty, if applicable?
- d. Total value of excise duty payable:

4. Is Excise Duty Exemption (EDE) required? **(Y/N)**

5. If yes, then mention and enclose the following:

- (a) Excise notification number under which EDE can be given:

6. Is VAT extra? **(Y/N)**

7. If yes, then mention the following:

- (a) Total value on which VAT is leviable:

- (b) Rate of VAT:
  - (c) Total value of VAT leviable:
8. Is Service Tax extra? **(Y/N)**
9. If yes, then mention the following:
- (a) Total value of Services on which Service Tax is leviable:
  - (b) Rate of Service Tax leviable:
  - (c) Total value of Service Tax leviable:
10. Is Custom Duty Exemption (CDE) required:
11. If yes, then mention the following:
- (a) Custom notification number under which CDE can be given(Enclose a copy):
  - (b) CIF value of stores to be imported:
  - (c) Rate of Customs Duty payable:
  - (d) Total amount of Customs Duty payable:
12. Octroi / Entry taxes applicable:
13. Any other Taxes / Duties / Overheads / Other costs:
14. Grand Total:-
- (a) Excluding AMC (with all taxes):
  - (b) Including AMC (with all taxes)(will be used to determine L1):

**SERVICE LEVEL AGREEMENT DURING WARRANTY AND AMC (IF CONCLUDED)**

1. **Scope of Handholding.** The handholding phase will include any minor changes in the application based on user requirements. The firm would position personnel at IHQ MoD(N) capable of carrying out these minor modifications. In addition, position 01 Service Engineer at each of the 04 locations for carrying out troubleshooting of installation/configuration. Remainder scope of handholding is identical to warranty period. It is expected that the hand holding phase will last six months.
  
2. **Scope of Warranty Support.** Warranty commences post acceptance and completion of handholding period. Warranty Support by the firm for a period of 01 year would entail following:-
  - (a) Position 01 qualified Service Engineer at IHQ MOD(N) for carrying out troubleshooting of installation/configuration.
  - (b) Assist Domain admins/Cd ITO/User units in creation of designations/user ids and mapping of the same to single sign on.
  - (c) Refresh data regarding personnel transferred/ retired/ leaving the organisation.
  - (d) Conduct user training workshops for OU Admins using Naval facilities/ video conferencing.
  
3. **Scope for AMC.** AMC for 03 years would be signed at discretion of the Indian Navy. The scope of the AMC is as follows:-
  - (a) Position 01 Service Engineer at IHQ MOD(N) for carrying out troubleshooting of installation/configuration on call.
  - (b) Assist Domain admins/ Cd ITO/ User units in creation of designations/user ids and mapping of the same to single sign on
  - (c) Conduct user training workshops for OU Admins.
  - (d) Refresh data regarding personnel transferred/retired/leaving the organisation
  - (e) Conduct user training workshops for OU Admins using Naval facilities/video conferencing.
  
4. **Service Level Agreement.** Service Level Agreement is as follows:-
  - (a) **Handholding Period.** Onsite support to resolve any issues projected by IHQ MoD(N) within 01 week for bug/ anomaly fixing, and 03 weeks if any mutually agreed modification from accepted software is requested for.

(b) **Warranty Period.** During Warranty period, the onsite engineer will assist resolve any fault within 02 weeks. Where any update of client software is required due to new OS etc, the same would be provided within 01 months of the public release of the OS. Where server side software is to be updated, the same would be made available within 02 months of release of new server version. Where costed upgrades are required, the same would be discussed with IN. IN shall bear cost of upgraded version where necessary. However, installation/configuration of the new version shall remain vendor's responsibility as part of warranty.

(c) **AMC.** During AMC, the onsite engineer will assist resolve any fault within 04 weeks. Where any update of client software is required due to new OS etc, the same would be provided within 01 months of the public release of the OS. Where server side software is to be updated, the same would be made available within 02 months of release of new server version. Where costed upgrades are required, the same would be discussed with IN. IN shall bear cost of upgraded version where necessary. However, installation/configuration of the new version shall remain vendor's responsibility as part of AMC.

**Appendix 'F**  
**Refers to Para 2(e), Part II of RFP**

**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.



**CERTIFICATE OF MALICIOUS CODE**

(This certificate is to be rendered on company's letterhead)

1. This is to certify that the hardware and the software being offered as part of the contract does not contain any kind of malicious code that would activate procedures to:-

- (a) Inhibit the desired and the designed function of the equipment.
- (b) Cause physical damage to the user or his equipment during the operational exploitation of the equipment.
- (c) Tap information regarding network, network users and information stored on the network that is classified and/ or relating to National Security, thereby contravening Official Secrets Act 1923.

2. There are no Trojans, Viruses, Worms, Spywares or any malicious software on the system and in the software developed.

3. This firm is liable in case of physical damage, loss of information and those relating to copyright and Intellectual Property rights (IPRs), caused due to activation of any such malicious code in embedded / shipped software .

Date:-

Place:-

(Signed)

Designation

Name and address of firm

Company Seal (Authorised  
Signatory)

Place : .....

Date : .....