

REQUEST FOR PROPOSAL (RFP)
INVITATION OF BID FOR DESIGN AND DEVELOPMENT OF CUSTOMISED HARDENED
LINUX BASED OPERATING SYSTEM FOR SANCHAR 2.0

SINGLE TENDER ENQUIRY

To,

.....
As per approved vendor
.....
.....
.....

ITW/Research/Cons/216

23 Mar 18

REQUEST FOR PROPOSAL (RFP) NO. 68 DATED 23 MAR 18

1. Bid in sealed cover (**Techno-Commercial**) are invited for "Design and Development of Customized hardened Linux based Operating System for Sanchar 2.0". The contract will be an agreement between the purchaser and the supplier for the scope of the work as listed in Part II of this RFP. **Please super scribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.**

2. The address and contact numbers for sending bids or seeking clarifications regarding this RFP are given below -

- | | | | |
|-----|---|---|---|
| (a) | Bids/queries to be addressed to | : | Director General WESEE,
(for HOD (IT&IW))
West Block V, RK Puram,
New Delhi – 110066 |
| (b) | Postal address for sending the Bids | : | West Block V, RK Puram,
New Delhi – 110066 |
| (c) | Name/designation of the contact personnel: | | Cdr Surendra Sharma
SSM (IT&IW) |
| (d) | Telephone numbers of the contact personnel: | | 011 – 26104673 |
| (e) | Fax number: | | 011 - 26101143 |

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

- (a) Part I – Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.



1

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(b) Part II – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.

(c) Part III – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.

(d) Part IV – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.

(e) Part V – Contains Evaluation Criteria and Format for Price Bids.

4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.




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Senior System Manager (IT&IW)
for Director General

Part I – General Information

1. **Last date and time for depositing the Bid** **04 Apr 18 at 1430 hrs**. The sealed Bid should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.
2. **Manner of depositing the Bid**. Single bid system shall be followed. Sealed Bid (**Techno-Commercial**) should be either dropped in the Tender Box marked as **WESEE Tender Box** or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Bid sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).
3. **Time and date for opening of Bid**. **Techno-Commercial** bid will be opened at **1500 Hrs on 04 Apr 18**. If due to any exigency, the due date for opening of the Bid is declared a closed holiday, the Bid will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer. The time and date for the PNC would be intimated subsequent to evaluation of the Technical bid.
4. **Location of the Tender Box**. **Tender Box is located at Reception of West Block-V, RK Puram, New Delhi - 110066**. Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.
5. **Place of opening of the Bid**. Bid will be opened at **Logistic Office, WESEE, West Block-V, RK Puram, New Delhi – 110066**. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bid on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.
6. **Type of Tender and Bid**. This is a **Single Tender Enquiry** and **no unsolicited bids will be accepted/ entertained by this office in accordance with GFR 2017**. This procurement is on **Single Bid Tender** basis where both the technical and commercial details, along with other information, as sought are to be submitted together in a single sealed cover by the bidders.
7. **Forwarding of Bid**. Bid should be forwarded by the Bidder under his original memo / letter pad *inter alia* furnishing details like TIN number, GSTIN number, Bank address with NEFT Account if applicable, etc and complete postal & e-mail address of their office.
8. **Clarification regarding contents of the RFP**. A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the Bid. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.
9. **Modification and Withdrawal of Bid**. A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of Bid. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for




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submission of bid. No bid shall be modified after the deadline for submission of Bid. No bid may be withdrawn in the interval between the deadline for submission of Bid and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

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

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

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

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

14. **Earnest Money Deposit.** All the completed tender documents should be submitted along with Earnest Money Deposit (EMD) for amount of 3% by way of demand draft in favour of Director General, WESEE, payable at Delhi along with the commercial bid. On opening of commercial quotes, earnest money will be returned to all except the L1 firm (which will be arrived at by a board of officers by way of screening the submitted Commercial bids). No interest will be paid on the amount of earnest money held by Indian Navy in the context of the project. EMD would stand forfeited, if successful tenderer withdraws amends, impairs and derogates from the tender within the validity period of different phases of the related project.

15. **Pre-bid meeting.** The Seller can seek a pre-bid meeting at mutually convenient time or clarifications over telephone/e-mail regarding technical requirements and scope of the project. Request/notification for meeting should be received by WESEE no later than five working days prior to closing of bids.

---END OF PART I---




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Part II – Essential Details of Items/Services required

1. **Schedule of Requirements.** List of items / services required is as follows:-
"Design and Development of Customized hardened Linux based Operating System for Sanchar 2.0".
2. **Technical Details.** The broad technical specifications of the hardened Linux (BOSS/ NAVIOS variant) based OS are placed at **Appendix A**.

Scope of Work and List of Deliverables

3. The Seller shall be responsible for Design and Development customized hardened Linux based Operating System for Sanchar 2.0 for use at WESEE along with Technical Product support (as brought out at **Para 4** below) for a duration of 02 (Two) years from date of Supply to WESEE. Details of deliverables of customized hardened Linux based operating system for Sanchar 2.0 are as follows:-

Sl. No.	Description of Items	Qty
(a)	Customized hardened Linux based operating system for Sanchar 2.0 – Development Version	01 No.
(b)	Customized hardened Linux based operating system for Sanchar 2.0 – Deployment Version	01 No.
(c)	Source Code of Customized hardened Linux based operating system for Sanchar 2.0 along with tools, all relevant packages/patches and complete procedure to create items at (a) and (b) above.	01 No.
(d)	Training as referred at Para 5 below	03 days
(e)	Documentation as referred at Para 6 below.	01 Set

4. **Technical Product Support.** The Seller shall also support the development team at WESEE on Customized hardened Linux based Operating System in the following aspects:-

- (a) Installation and support of customized hardened Linux based operating system for Sanchar 2.0 - Development Version OS.
- (b) Installation and support of customized hardened Linux based operating system for Sanchar 2.0 - Deployment Version OS.
- (c) Upgradation, Migration and Transition of Sanchar 2.0 onto the Deployment Version OS.
- (d) Technical support for issues pertaining to Development & Deployment Version OS over telecon and via e-mail. The Seller shall respond to queries/ observations/ request raised projected by Buyer within 15 (Fifteen) working days. The Seller shall resolve within 01 (one) month the queries/ observations/ request raised by the Buyer. The Seller shall also depute appropriate support engineer



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once in Six (06) months (four visits over two years) to WESEE for review and resolution of pending issues.

(e) Software updates and patches free of cost as and when necessary. The Seller shall provide the updates, patches in a CD/DVD as it is not possible to download the same due to extant internet security policy at WESEE.

5. **Training.** The Seller shall also organize one session of basic training after delivery for all the deliverables listed at Para 3(a)-3(c) at Buyer's premises. The training session shall be of 03 days and shall be scheduled with mutual agreement between Buyer and Seller. The training shall include presentation, demo and problem solving exercises for relevant deliverables.

6. **Documentation.**

(a) The Seller shall provide one hardbound copy of documentation including User and Technical manuals for all the deliverables listed at Para 3(a)-3(c). The Seller shall provide all documentation in soft copy also.

(b) Any hand-outs/ documents/ supporting/ reference technical literature referred to by the Seller reps during the engagement of technical product support shall also be provided by the Seller at no additional cost.

Conduct of Project

7. The work shall be carried out at the site of the Supplier by a panel of "staff members" of Supplier. These staff members shall be called "Investigators" or "Project Linked Scientists". The list of the panel of staff members would need to be submitted by the Supplier. Inclusions or deletions from this list may be affected only with the prior and mutual agreement of the two contracting parties. Should consultancy from persons other than those belonging on the rolls of the Supplier become necessary, their names may be included in a separate list of bona-fide consultants for the sole purpose of the current contract, only with the prior and mutual agreement of the two contracting parties.

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

Completion Period

9. All activities connected with the acceptance and completion of "Design and Development of Customized hardened Linux based Operating System for Sanchar 2.0" is to be completed in **16 (sixteen) weeks** from the issue of the Work Order/Contract for the project. Extension of contract completion/delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

Payment Schedule

10. The payment for the project will be made on successful completion and delivery of all deliverables as per **Para 3** above.


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Consignee Details

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

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

---END OF PART II---


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Part III – Standard Conditions of RFP

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


1. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. **Effective Date of the Contract.** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

3. **Arbitration.** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. In case of arbitration with the firm and this establishment, the final decision would be of Director General WESEE, New Delhi.

4. **Penalty for use of Undue influence.** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or for bearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. **Agents / Agency Commission.** The seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred


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to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Govt. of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBR rate, The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

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

7. **Non-disclosure of Contract documents.** Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party. Also, the seller shall bind each staff member associated with the implementation of the contract to confidentiality in respect of work carried out and other information regarding WESEE that they may acquire during their tenure of conduct of their work.

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

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

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

(b) The Seller is declared bankrupt or becomes insolvent.

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

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(d) The Buyer has noticed that the Seller has utilized the services of an 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. **Patent Rights Security, Ownership Rights and Non-Disclosure.**

(a) The Seller has to confirm that there are no infringements of any Patent Rights in accordance with the laws prevailing in their respective countries. Buyer shall hold all Intellectual Property Rights (IPR), ownership and copyrights on all the software developed for this project. In addition, Buyer shall hold all IPR, ownership and copyrights on this document and any other document, data and information, supplied in response to this RFP.

(b) This document is classified as 'COMMERCIAL CONFIDENTIAL'. No part of this document is to be copied or reproduced either in part or as a whole nor are its contents to be disclosed to a third party.

(c) The Seller shall ensure that all persons employed by them on any work in connection with this RFP have been notified that the Indian Official Secrets Act, 1923 applies to them and will continue to so apply even after the submission of the proposal, technical and price negotiations. These conditions shall also apply to the sub-Seller(s) of the Sellers.

(d) The information, data and documents provided by Buyer to the Seller during the submission of the proposal and price negotiations is solely provided for the purpose of this project. The information obtained from Buyer and the proposals/ reports/ documents generated by the Seller are not to be used by them for any other purpose or revealed to any other person or party not directly involved in the project either in writing, or otherwise.

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.** As applicable, payable at actuals. Copy of HSN code as per GST to be provided.

(a) If Bidder desires to ask for Duty/Tax/GST extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.


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

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

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

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


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---END OF PART III---



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 receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. In case, Performance Bank Guarantee is not provided by the Bidder, 90% of the payment would be made after user acceptance of the project and rest 10% payment would be released after expiration of the warranty period.
2. **Option Clause.** The contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.
3. **Repeat Order Clause.** The contract will have a Repeat Order Clause, wherein the Buyer can order up to 50% quantity of the items under the present contract within six months from the date of supply/successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.
4. **Payment Terms for Indigenous Sellers.** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible.
5. **Advance Payments.** No advance payment(s) will be made.
6. **Paying Authority.** The Deputy Controller of Defence Accounts (Navy), Project Sea Bird, First Floor, West Block 5, RK Puram, New Delhi-110066. The payment of bills will be made through DCDA (Navy), Delhi on submission of the following documents by the Seller to the Paying Authority along with the bill:
 - (a) Ink-signed copy of contingent bill / Seller's bill.
 - (b) Ink-signed copy of Commercial invoice / Seller's bill.
 - (c) Copy of Supply Order/Contract, where required under delegation of powers.
 - (d) CRVs in duplicate.
 - (e) Inspection note.Claim for statutory and other levies to be supported with requisite documents/proof of payment such as Excise duty challan, Customs duty clearance certificate, etc. as applicable.
Exemption certificate for Excise duty / Customs duty, if applicable.
Guarantee / Warranty certificate.
DP extension letter with CFA's sanction, where required under delegation of powers, indicating whether extension is with or without LD.



- (k) Details for electronic payment viz. Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
- (l) Any other document / certificate that may be provided for in the Supply Order / Contract.
- (n) User Acceptance.

7. **Fail Clause.** The following Fail clause will form part of the contract placed on successful Bidder -

(a) The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons/ Organization including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.

(b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organization including the Buyer or any Dept., of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:-

- (i) Exports by the Seller.
- (ii) Sale of goods as original equipment at price lower than lower than the prices charged for normal replacement.
- (iii) Sale of goods such as drugs which have expiry dates.
- (iv) Sale of goods at lower price on or after the date of completion of sale/ placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Depts., including their undertakings excluding joint sector companies and/or private parties and bodies.

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(c) The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract -
We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/organization including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract except for quantity of stores categories under sub-clauses (a), (b) and (c) of sub-para (ii) above details of which are given below -

8. Risk & Expense Clause

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

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

(c) In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-

(i) Such default.

(ii) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.

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

9. Force Majeure clause

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

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

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party 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


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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.

10. **Specification.** The following Specification clause will form part of the contract placed on successful Bidder – The Seller guarantees to meet the specifications as per Part-II of RFP and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer Services as per modifications/requirements (if any) recommended after the trials. All technical literature and drawings shall be amended as the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical upgradation/alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenization or obsolescence. This will, however, not in any way, adversely affect the end specifications of the system. Changes in technical details, drawings repair and maintenance techniques alongwith necessary tools as a result of upgradation/alterations will be provided to the Buyer free of cost within 30 days of affecting such upgradation/alterations.

11. **Quality.** The quality of the stores/services delivered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores/services for in specifications enumerated as per RFP and shall also include therein modification to the stores/services suggested by the Buyer. Such modifications will be mutually agreed to.

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

13. **Inspection Authority.** The Director General, WESEE. The mode of Inspection will be Departmental Inspection / User Inspection by reps of DG, WESEE. Joint Inspection / Self-certification by Seller will also be required for compliance on the parameters brought out at Appendix A.

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

(a) **Franking clause in the case of acceptance of goods/services** – "The fact that the goods/services have been inspected after the delivery period and passed by the Inspecting officer will not have the effect of keeping the contract alive. The goods / services are being passed without prejudice to the rights of the Buyer under the terms and conditions of the contract"

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


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---END OF PART IV---

Part V – Evaluation Criteria & Price Bid issues

1. **Evaluation Criteria** - The broad guidelines for evaluation of Bid will be as follows:
- (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
- (b) The Bidders are required to spell out the rates of Customs duty, Excise duty, Taxes, etc. in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty / Excise Duty / Taxes is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be 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 / Taxes duty upto any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of Customs duty / Excise Duty / Taxes, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and other taxes also.
2. **Price Bid Format**. The Price Bid Format is given below and Bidders are required to fill this up correctly with full details:

- (a) Basic cost of the item/items:

S. No.	Description	Qty	Unit Price (Rs.)	Total Price (Rs.)
(i)	Customized hardened Linux based operating system for Sanchar 2.0 – Development Version	01 No.		
(ii)	Customized hardened Linux based operating system for Sanchar 2.0 – Deployment Version	01 No.		
(iii)	Source Code of Customized hardened Linux based operating system for Sanchar 2.0 along with tools, all relevant packages/patches and complete procedure to create items at (i) and (ii) above.	01 No.		



(iv)	Training as referred at Para 5 of Part – II of the RFP	03 days		
(v)	Documentation as referred at Para 6 of Part – II of the RFP	01 Set		

Total of Basic Price:

- (b) Is Taxes/GST extra?
If Yes, then mention the following:
- (i) Total value on which VAT/GST is leviable
 - (ii) Rate of VAT/GST
 - (iii) Total value of VAT/GST leviable
 - (iv) GSTIN Number:
- (c) Any other Taxes / Duties / Overheads / Other costs:
- (d) Grand Total:

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---End of Part V---



**Broad Technical Specifications of the customised hardened Linux
(BOSS/NAVIOS variant) based OS for Sanchar 2.0**

1. **Trusted Boot.**

- (a) Configuring and using Trusted Platform Module (TPM) with trusted boot for integrity verification of booting process.
- (b) BIOS configuration and locking to boot only from connected hard-disk/SSD drive and prevent changing of boot order/boot from USB/CDROM.
- (c) Use of Grub Passwords and trusted-Grub2 to secure boot loader. Additional security protection against dual/multi boot protection in Grub.
- (d) Non-interactive boot with zero timeout and Grub password locked.

2. **Role Based Access Control (RBAC) and separation of privilege levels.**

- (a) Implementation of RBAC using GRsecurity/AppArmor/SELinux.
- (b) Removal of root account. Creation of two different privilege level accounts administrator and normal user. Required limited privileged set of operations such as configuration etc. only through administrator account. Normal user can only run restricted set of applications viz. Sanchar, web-browser, key loading application etc.
- (c) The configuration of user accounts should follow the principle of least privilege where each user, service and system component have access to only the resources it needs and no more.
- (d) Disabling of all shortcut key combinations for bringing up terminal and migration to different run-levels.

3. **Application/ filesystem permissions and security.**

- (a) Remove SUDO permissions from all files. Non-root users cannot open/execute these files if they do not have permission to. SUDO permissions given for limited/necessary to a set of utility functions such as *mount* and *umount*, *ping*, *traceroute* etc.
- (b) Use of encrypted file systems and/or full disk encryption LUKS with storage keys derived/stored in TPM.
- (c) No access/removal of nautilus explorer to normal user. Application white-listing for only required application using GRsecurity/AppArmor/ SELinux.
- (d) Remove all unnecessary packages/ utilities/ modules/ drivers/ services from all levels in UI/WDM, user space, system/ kernel space.


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(e) Integrity verification of whitelisted applications before execution with digital signature authentication. All patches/ updates are signed by private key and verified in client machines prior installation.

(f) All system libraries/scripts and */boot* directory contents made immutable/ read only. Modification of these to be allowed only after Digital Signature Verification.

(g) Disabling of mounting of all removable media in the filesystem except WESEE developed sDrive at multiple layers/levels.

(h) Creation of *chroot* / jail environment for whitelisted applications.

4. **Malware prevention and memory protection.**

(a) Bundle suitable Linux Antivirus package (eg. clamAV) with the OS and configure to automatically scan on insertion of any removable media in addition to periodic (daily/weekly) scans.

(b) Create IDS and IPS along with a tripwire program to redirect undesired access to services to tripwire.

(c) Whitelisting of network URL/ IPs and ports at host end and firewall using IP tables/UFW/squid proxy.

(d) Grsecurity/PaX flags configuration for protection of Stack overflow, Heap protection, memory pages and segments protection against arbitrary code execution from data page/segment and implementation of Address Space Layout Randomization (ASLR).

5. **Kernel Hardening.**

(a) Implement Kernel Hardening using Grsecurity/ AppArmor/ SELinux.

(b) Whitelisting of required kernel modules/ system modules and Sanchar 2.0 application.

(c) Grsecurity/PaX flags configuration for protection of kernel stack overflows (x64 architecture), *chroot* jail hardening and integration of *sysctl/paxctl/paxrat* utilities.

(d) Sysrq functionality for magic key combination to invoke kernel directly to be disabled.

Installation.

After complete hardening, the OS to be compiled as an installable image. Extended installation image to ensure nil/minimal intervention from the user.

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(b) Automatic allocation of entire hard disk space for installation without any provision for user defined partition

7. **Access to Removable Media/Printer.** Data transfer using only sDrive (using Manufacture ID). Enabling support of generic printers and mechanism for adding/whitelisting of new printers through administrator log-in only.

8. **Logs.** Logging and Audit trail of system, application, events and unauthorised activities alerts.

9. **Patch/update Management.** A separate dedicated patch management repository/server for hardened OS, with support of all relevant packages/ libraries for Sanchar application and other native/dependent utilities/components of OS. This repository server will push patch updates to hardened desktop clients periodically/as required and will itself support offline mechanism for patch updates.

10. **Browser Hardening.** Browser hardening should be done to prevent XSS threats and disabling of all script execution to mitigate XSRF, reflected XSS and persistence XSS threats. Browser hardening through configuration management and subsequent blocking of configurations changes by normal user.

11. **Resource Management.** Prevention of system freezing/ crashing due to exhausting of resources. Exhibit graceful degradation and shutdown on resource demand. Upper limit of number of processes any user/ root may fork.


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