

Tele :23010419

**Speed Post**

Integrated Headquarters  
Ministry Of Defence(Navy)  
Directorate of Procurement  
'C' Wing, Sena Bhawan  
New Delhi-110011

DPR/157017

16 Dec 15

**REQUEST FOR PROPOSAL**

**Request for Proposal (RFP) No DPR/157017 dated 16 Dec 15**

**INVITATION OF BIDS FOR PROCUREMENT OF  
BANDWIDTH MONITORING TOOL FOR INDIAN NAVY**

1. Bids in sealed cover are invited for supply of items listed in Part III 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:

Directorate of Procurement,  
Integrated Headquarters of  
Ministry of Defence(Navy)  
'C' Wing, Sena Bhawan  
New Delhi 110011

- (b) Postal address for sending the Bids:

Directorate of Procurement,  
Integrated Headquarters of  
Ministry of Defence(Navy)  
'C' Wing, Sena Bhawan  
New Delhi 110011

- (c) Name/designation of the contact personnel:

Lt Cdr Raunak Sharma, DDPRO(IT)

(d) Telephone numbers of the contact personnel: 011-23010419

(e) e-mail ids of contact personnel: ddpro\_it@ilms.gov.in

(f) Fax number: 011-23793021

3. This RFP is divided into five Parts as follows:

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

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

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

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

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

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

(Raunak Sharma)  
Lt Cdr  
DDPRO(IT)

## **Part I – General Considerations**

1. **Last date and time for depositing the Bids:** is 1100 Hrs on 04 Feb 16. The sealed Bids (both technical and Commercial, in case two bids are called for) 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 as 'DPRO's 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 (unless they have been specifically called for by these modes due to urgency).
3. **Time and date for opening of Bids:** 1500 Hrs on 04 Feb 16 (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:** Gate No. 1 (Opposite DRDO Gate), Near Guard Room, Sena Bhawan, New Delhi 110011. 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:** Room No. 422-B, 'C' Wing Sena Bhawan The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.
6. **Two-Bid system:** In case of the 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 about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.

9. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of 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. **Unwillingness to quote:** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.

13. **Validity of Bids:** The Bids should remain valid till **4 Months** from the last date of submission of the Bids.

14. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) for an amount of **Rs 7,00,000.00 (Rs. Seven Lakh only)** along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-13 (Available in MoD website and can be provided on request). EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender.

15. **Pre-Bid Meeting.** To bring all vendors at par, a pre-bid meeting will be held on **05 Jan 16** at 1100 hrs at IHQ,MOD (Navy), Directorate of Networks and Operation, Room no. 33, 'C' Wing, Sena Bhawan, , New Delhi- 110011. A maximum of two representatives of the vendor would be permitted to attend the meeting. Vendor willing to participate in the conference may confirm their nomination **04 Jan 16** to DNSO on telephone **011-43712933**

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

### **1. Schedule of Requirements**

<b>Sl.No.</b>	<b>Item Description</b>	<b>Qty</b>
01	Bandwidth Monitoring Tool	24

### **2. Technical Details:-**

#### **(a) Bandwidth Monitoring Tool for Nex-NEWN**

**(i)** The Bandwidth Monitoring Tool should be able to monitor bandwidth on any single line with interfaces for RJ 45, RJ 48, OFC and RJ 45 - RJ 48.

**(ii)** The tool should be an independent device capable of monitoring bandwidth on both terrestrial and SATCOM links.

**(iii)** Platform should not tamper/alter the data which is flowing through it.

**(iv)** The user interface should be provided for every single device which should be user friendly and the tool operating system should be similar to Windows 7 or 8.

**(v)** Platform must support remote control via Ethernet using SCPi commands, LabView drivers or TCL Libraries.

**(vi)** It should be have Multi-user sharing, for minimized CAPEX.

**(vii)** The system shall have provision for monitoring and controlling all the configurable parameters and status, via the local terminal as well as through the remote management system.

**(viii)** The equipment should be of modular design and permit the advantages of easy upgradeability from lower to higher bit-rates.

**(ix)** Security features like user logging and boot level passwords should be enabled for the user interface.

**(x)** Device should not follow IP scheme which requires registering the device in the networking devices.

**(xi)** Environmental specifications as per ITU-T standards need to be followed. It will meet commercial EMI/EMC standards, viz, CISPR, FCC, IEEE, ANSI.

**(xii)** Technical details in respect of Nex-NEWN connectivity pan navy is placed at Appendix 'A'.

**(xiii)** Qualitative Requirements (QRs) regarding Bandwidth Monitoring Tool for measuring and monitoring the bandwidth are placed at Appendix 'B'.

**3. For further clarifications regarding Nex-NEWN connectivity and technical details, the vendor can contact Commander Amit Ganesh, JDNSO(NW) on 011-43712933..**

**4. Two – Bid System. Quotations must be submitted by the bidder under two bid system i.e. Technical Bid and Commercial Bid, to be submitted in separate sealed covers.**

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

- (i) Profile of the vendor providing the Bandwidth Monitoring Tool.
- (ii) Office address of the vendor.
- (iii) Vendor Evaluation Compliance Matrix as per format at Appendix 'D'.
- (iv) Bidders are required to furnish clause by clause compliance of QR's placed at Appendix-B of RFP bringing out clearly the deviations, if any. The Bidders are advised to submit the compliance statement in the following format along with Technical Bid:-

S No	Para of RFP specific ations	Specific ation of item/ services	Compliance to RFP specification – whether	In case of non – compliance, deviation from RFP to be specified in
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item – offered Yes/ No unambiguous terms  
wise

**(b) Commercial Bid.** Format for Commercial Bid is given in Part V of the RFP.

5. **Delivery Period.** The item should be delivered within 120 days from the date of supply order. The supplier should give three years warranty period from the date of supply/installation.. Please note that Contract can be cancelled unilaterally by the Buyer in case the contracted delivery period is not complied with. Extension of delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.
6. **Consignee details.** Directorate of Network and Space Operations, Room No. 33, Basement, 'C' Wing Sena Bhawan, New Delhi – 110 011.
7. Certificate of **non-disclosure agreement** placed at Appendix 'E' to this RFP is to be submitted by the Bidder along with Technical Bid.

### **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 offence by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1988 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.

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 (03 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 (01 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) **In respect of Indigenous bidders:**

(i) **General**

1. If Bidder desires to ask for excise duty or Sales Tax / VAT extra, the same must be specifically stated. In the absence of any such

stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

2. If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entertained after the opening of tenders.
3. If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.
4. If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.
5. Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

(ii) **Customs Duty** –

1. 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. (i) Triplicate copy of the bill of entry; (ii) copy of bill of lading; (iii) 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.....

2. 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.

3. 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.

(iii) **Excise Duty:** -

1. 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.

2. 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.

3. The Seller is also required to furnish to the Paying Authority the following certificates:

(a) 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.

(b) 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.

(c) 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.

(d) 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.

4. 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.

(iv) **Sales Tax / VAT**

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

2. On the Bids quoting sales tax extra, the rate and the nature of Sales Tax applicable at the time of supply should be shown separately. Sales tax will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax and the same is payable as per the terms of the contract.

(v) **Octroi Duty & Local Taxes**

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

2. In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or by-laws/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 receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).

2. **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 50 % plus/minus increase or decrease the quantity of the required goods upto that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

3. **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 and 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.

4. **Repeat Order Clause:**- This contract has a Repeat Order Clause, wherein the Buyer can order upto 50% quantity of the items under the present contract within six months from the date of successful completion of this contract, cost, terms & conditions remaining the same. It will be entirely the discretion of the Buyer to place the Repeat Order or not.

5. **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. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). The payment will be made as per the following terms, on production of the requisite documents:

- (a) 95% payment on proof of dispatch of item and against inspection note 1 and balance 5% against CRV issued by Consignee, commissioning & acceptance certificate by the User and Inspection note 2 & 5.



(b) For AMC, quarterly payment will be made against certificate issued by the user.

6. **Paying Authority:**

(a) The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:

- (i) Ink-signed copy of NSO-25.
- (ii) Ink-signed copy of Commercial invoice / Seller's bill.
- (iii) Copy of Supply Order/Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
- (iv) SRVs/CRV in duplicate.
- (v) Inspection note.
- (vi) 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.
- (vii) Exemption certificate for Excise duty / Customs duty, if applicable.
- (viii) Bank guarantee for advance, if any.
- (ix) Guarantee / Warranty certificate if any.
- (x) Performance Bank guarantee / Indemnity bond where applicable.
- (xi) 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.
- (xii) 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).
- (xiii) Any other document / certificate that may be provided for in the Supply Order / Contract.
- (xiv) Commissioning /Acceptance certificate by users.

- (xv) Photocopy of PBG.
- (xvi) The User satisfaction report.

**For AMC :-**

- (i) Ink-signed copy of NSO-25 / Seller's bill.
- (ii) Ink-signed copy of Commercial invoice / Seller's bill.
- (iii) Copy of Supply Order/Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
- (iv) Satisfactory performance certificate by the users.
- (v) Copy of Performance Bank guarantee
- (vi) Copy of sanction letter
- (vii) 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).
- (viii) Xerox copy of PBG.

(Note – From the above list, the documents that may be required depending upon the peculiarities of the procurement being undertaken, may be included in RFP)

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

(a) The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons/Organisation 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/organisation including the Buyer or any Deptt, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may

be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:-

- (i) Exports by the Seller.
  - (ii) Sale of goods as original equipment at price lower than lower than the prices charged for normal replacement.
  - (iii) Sale of goods such as drugs which have expiry dates.
  - (iv) Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private parties and bodies.
- (c) The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract – “We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/organisation including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the 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 50% of the value of the contract.”

#### 9. **Force Majeure clause**

(a) Neither party shall bear responsibility for the complete or partial nonperformance 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.

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 recommended after the Maintenance Evaluation 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, indigenisation or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. 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 15 days of affecting such upgradation/alterations.

11. **OEM Certificate:** In case the Bidder is not the OEM, the agreement certificate with the OEM for sourcing the spares shall be mandatory. However, where OEMs do not exist, minor aggregates and spares can be sourced from authorized vendors subject to quality certification.

12. **Quality:** The quality of the stores delivered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in Seller's country or specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the stores to be supplied under this Contract shall be new i.e. not manufactured before (Year of Contract), and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past if any. The Seller shall supply an interchangeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

13. **Quality Assurance:** Seller would provide the Standard Acceptance Test Procedure (ATP). Buyer reserves the right to modify the ATP. Seller would be required to provide all test facilities at his premises for acceptance and inspection by Buyer. The item should be of the latest manufacture; conforming to the current production standard and having 100% defined life at the time of delivery.

14. **Inspection Authority:** The Inspection will be carried out by DNSO/COMNETCEN(DLI). The mode of Inspection will be User Inspection.

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

(a) **In the case of Acceptance of Goods** “The fact that the goods 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 are being passed without prejudice to the rights of the Buyer under the terms and conditions of the contract”.

(b) **In the case of Rejection of Goods** “The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract.”

16. **Warranty –**

(a) The following Warranty will form part of the contract placed on successful Bidder –

(i) The Seller warrants that the goods supplied under the contract conform to technical specifications prescribed and shall perform according to the said technical specifications.

(ii) The Seller warrants and provide full support for a period of 36 months from the date of acceptance of stores by the user or date of installation and commissioning, whichever is later, that the goods/stores supplied under the contract and each component used in the manufacture there of shall be free from all types of defects/failures.

(iii) If within the period of warranty, the goods are reported by the Buyer to have failed to perform as per the specifications, the Seller shall either replace or rectify the same free of charge, within a maximum period of 30 days of notification of such defect received by the Seller, provided that the goods are used and maintained by the Buyer as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration of downtime. Record of the down time would be maintained by the user in the logbook. Spares required for warranty repairs shall be provided free of cost by the Seller. The Seller also undertakes to diagnose, test, adjust, calibrate and repair/replace the goods/equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the Buyer and the Seller.

(iv) The Seller also warrants that necessary service and repair back up during the warranty period of the equipment shall be provided by the Seller and he will ensure that the downtime is within 99 % of the warranty period.

(v) The Seller shall associate technical personnel of the Maintenance agency and Quality Assurance Agency of the Buyer during warranty repair and shall also provide the details of complete defects, reasons and remedial actions for defects.

(vi) In case the complete delivery of Engineering Support Package is delayed beyond the period stipulated in this contract, the seller undertakes that the warranty period for the goods/stores shall be extended to that extent.

(vii) The seller will guarantee the shelf life of 10 years under the Indian tropical condition as given below :-

Minimum temperature – 12  
Maximum temperature - 45

17. **Annual Maintenance Contract (AMC) Clause** - The following AMC clause will form part of the contract placed on successful Bidder -

(a) The Seller would provide comprehensive AMC for a period of **7 years @ 7% of the contract value per year** post completion of warranty. The AMC services should cover the repair and maintenance of all the equipment and systems purchased under the present Contract. The Buyer Furnished Equipment which is not covered under the purview of the AMC should be separately listed by the Seller. The AMC services would be provided in two distinct ways:

(i) **Preventive Maintenance Service:** The Seller will provide a minimum of four Preventive Maintenance Service visits during a year to the operating 280 base to carry out functional checkups and minor adjustments/ tuning as may be required.

(ii) **Breakdown maintenance Service:** In case of any breakdown of the equipment/system, on receiving a call from the Buyer, the Seller is to provide maintenance service to make the equipment/system serviceable.

(b) **Response Time:** The response time of the Seller should not exceed **48 hours** from the time the breakdown intimation is provided by the Buyer.

(c) Serviceability of 90% per year is to be ensured. This amounts to total maximum downtime of 36 das per year. Also unserviceability should not exceed 3 days at one time. Required spares to attain this serviceability may be stored at site by the seller at his own cost. Total down time would be calculated at the end of the year. If downtime exceeds permitted downtime, LD would be applicable for the delayed period.

(d) Maximum repair turnaround time for equipment/system would be 3 days. However, the spares should be maintained in a serviceable condition to avoid complete breakdown of the equipment/system.

(e) **Technical Documentation**: All necessary changes in the documentation (Technical and Operators manual) for changes carried out on hardware and software of the equipment will be provided.

(f) During the AMC period, the Seller shall carry out all necessary servicing/repairs to the equipment/system under AMC at the current location of the equipment/system. Prior permission of the Buyer would be required in case certain components/sub systems are to be shifted out of location. On such occasions, before taking over the goods or components, the Seller will give suitable bank guarantee to the Buyer to cover the estimated current value of item being taken.

(g) The Buyer reserves its right to terminate the maintenance contract at any time without assigning any reason after giving a notice of 02 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.



## **Part V – Evaluation Criteria & Price Bid issues**

1. **Evaluation Criteria.** The evaluation will be carried out in three stages as indicated below:-

(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 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.

(c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder. All taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.

(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. 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.

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

**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:

Item	Unit price	Qty	Total
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(b) Accessories

(c) Installation / Commissioning charges

(d) Training

(e) Technical literature

(f) Tools

(g) AMC with spares

(h) AMC without spares

(j) Any other item

(k) Is Excise Duty extra?

If yes, mention the following:-

(i) Total value of items on which Excise Duty is leviable:

(ii) Rate of Excise duty (item-wise if different ED is applicable):

(iii) Surcharge on Excise duty, if applicable?

(iv) Total value of excise duty payable:

(l) Is Excise Duty Exemption (EDE) required:

If yes, then mention and enclose the following:

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

(m) Is VAT extra?

If yes, then mention the following:

(i) Total value on which VAT is leviable:

(ii) Rate of VAT:

(iii) Total value of VAT leviable:

(n) Is Service Tax extra?

If yes, then mention the following:

(i) Total value of Services on which Service Tax is leviable:

(ii) Rate of Service Tax leviable:

(iii) Total value of Service Tax leviable:

(p) Is Custom Duty Exemption (CDE) required:

If yes, then mention the following:

(i) Custom notification number under which CDE can be given

(ii) CIF value of stores to be imported:

(iii) Rate of Customs Duty payable:

(iv) Total amount of Customs Duty payable:

(q) Octroi / Entry taxes:

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

(s) Grand Total:

(i) Excluding AMC and spares

(ii) Including AMC with spares

(iii) Including AMC without spares

## Appendix 'A'

### TECHNICAL DETAILS OF NEX-NEWN

1. **Network**. The Navy Enterprise Wide area Network was commissioned on 14 Jan 2004 primarily as a network for inter connecting 22 Naval stations for exchange of information. This infrastructure was progressively enhanced and augmented to interconnect the MANs/CANs pan Navy and has now become the Digital Backbone of the Navy. Progressively NEWN connectivity was extended to more stations and was also extended to Ships on Jetty through the implementation of Last Mile Connectivity in Jun 10. Presently, NEWN is available at 53 Sites pan Navy.
2. **Connectivity**. NEWN interconnects various stations through leased lines hired from M/s MTNL/BSNL. The network consists of 100 mbps, 34 mbps and 2 mbps leased lines in a mesh topology.
3. **Applications**. NEWN is the main backbone for all the Operational and Administrative applications of the Indian Navy.
4. **Security**. Adequate physical and application layer security has been catered to thwart Info Security threats.



**QRs FOR BANDWIDTH MONITORING TOOL**

**1. Hardware specifications.** The minimum hardware specifications are as follows:

<b><u>S.No</u></b>	<b><u>Hardware</u></b>	<b><u>Specifications</u></b>
(a)	CPU	2 X Intel Xeon(2.6 GHz/ 6 Core) or higher, Intel C600 Series Chipset or higher, 4 GB DDR2/DDR3 RAM
(b)	Interfaces	Dual 10/100/1000 Base-T Ethernet, Serial RS-232, Parallel port, External monitor port, Six USB ports, External keyboard/mouse, bus III output and 10 Mbit/s, 100 Mbit/s, 1 Gbit/s (electrical) 100 Mbit/s & 1 Gbit/s (optical)
(c)	Connectorisat	Should have interfaces for RJ 45 ,RJ 48, OFC and RJ 45 - RJ 48
(d)	Power	~100 V to 240 V; 50/60 Hz; 550 VA Uninterrupted Power supply backup for 4 to 5 Hrs to be provided in addition
(e)	Storage	Internal 150 GB hard drive and Internal DVD+RW
(f)	Operating Temperatures	0-50 <sup>0</sup> Celsius

**2. Software and Drivers.**

<b><u>S.No</u></b>	<b><u>Software</u></b>	<b><u>Specifications</u></b>
(a)	Operating System	Windows 7 or above(32 bit/64 bit)
(b)	Local Control	LabVIEW drivers using ActiveX/COM library. ActiveX/COM library comprising SCPI commands
(c)	Ethernet	LabVIEW drivers using ActiveX/COM library. ActiveX/COM library comprising SCPI commands
(d)	GP	LabVIEW drivers using ActiveX/COM

<u>S.No</u>	<u>Software</u>	<u>Specifications</u>
(e)	RS-232	library. ActiveX/COM library comprising SCPI commands LabVIEW drivers using ActiveX/COM library. ActiveX/COM library comprising SCPI commands

**3. Through mode.** The tool should be capable to test in both through mode and pass through mode.

**4. Functional Requirements.**

**(a)** Equipment should be upgradable in future to multiple technologies like WDM analysis, 10 G and 40G Ethernet Technologies.

**(b)** Equipment would be deployed at Communication Network Centres for lab usage not for field purposes.

**(c)** The Equipment shall have the capability for selecting the electrical port setting to support straight or crossover cables.

**(d)** The Equipment should be capable of transmitting and receiving Ethernet packets using Carrier Sense Multiple Access/Collision Detection (CSMA/CD).

**(e)** The Equipment should be capable of transmitting and receiving Ethernet packets simultaneously in full duplex operation

**(f)** The Equipment shall have the capability to perform a load test of the network

**(g)** The Equipment shall have the capability of fully analyzing incoming traffic. Errors and alarms shall be displayed.

**(h)** The Equipment shall provide graphing capabilities in order to view bandwidth graphically.

**(i)** Traffic Generation and analysis shall be available in a through mode configuration.

**(j)** In through mode, the traffic shall transparently pass between the test ports without any modification.

**(k)** In through mode, no traffic generation shall occur. The Equipment shall disable traffic injection in order to not disturb the test.

**(l)** In through mode, the Equipment shall provide complete traffic statistics for each port simultaneously.

**(m)** The Equipment shall have the capability to perform the suite of tests (Throughput, Frame Loss, Back-to-Back and Latency) as defined by RFC 2544.

**(n)** The Equipment shall have the capability to run dual port RFC testing for independent bidirectional RFC-2544 testing.

**(o)** The Equipment shall be capable of operating in "Dual Test Set" mode enabling head to head testing with a remote unit for performing independent bi-directional RFC 2544 tests for throughput, back-to-back, and frame loss.

**(p)** The Bidirectional mode shall test both directions simultaneously in order to stress the circuit.

**(q)** The Equipment shall support an intelligent form of loop back.

**(r)** Comprehensive log for analysis should be generated in a tabular and graphical format and the log should provide details of following parameters when generated for specified time period, in terms of months/days/hours :-

- (i) Actual Bandwidth provided by M/s BSNL/MTNL.
- (ii) Actual Bandwidth usage during the specified time.
- (iii) Packet loss- for specified timings.
- (iv) Latency- maximum and minimum for specified timings.
- (v) Packet size- maximum and minimum for specified timings.
- (vi) Graphical representation of bandwidth provided and used
- (vii) Day wise centralized Log for minimum 3 months.

**(s)** The Equipment should be capable of fault tolerance and analysis.

**5. Quality Assurance.** The quality of manufacturing processes should be as per ISO 9002. The equipment manufactured in India shall conform to DoT/BSNL QA standard issued vide documents No QM 118, QM 205, QM 206, QM 210 and QM 301.

## **6. Literature**

**(a)** Detailed technical literature including user handbooks and manuals shall be provided for all equipment. The literature would cover all aspects of the installation, testing, operation and maintenance. Each sub-assembly should be clearly marked to show its function and circuit references, so that its complete description can be located in the handbook. The components shall be marked with the schematic references identifiable from the component layout documents.



**(b)** The documents will be in printed form and on CDs. They will be under the following heads:-

**(i) System Description Documents.**

- (aa.i.a) Overall system specification and description of the hardware and software.
- (aa.i.b) Detailed specification and description of all sub systems.
- (aa.i.c) Installation manual.
- (aa.i.d) Equipment Layout drawing.
- (aa.i.e) Cabling and wiring diagrams.
- (aa.i.f) Detailed description of the software describing the principles, functions and interaction with the hardware, structures of program and data.
- (aa.i.g) Planning and system engineering documents.

**(ii) System Operation Documents.**

- (aa)** Operating manual of the system.
- (ab)** Maintenance manual.
- (ac)** System Command manual.
- (ad)** Operation and maintenance manuals for all I/O devices and auxiliary equipment.
- (ae)** Fault location and troubleshooting instructions including fault dictionary.
- (af)** Test procedures with auxiliary test equipment.
- (ag)** Emergency action procedures and alarm dictionary.

(iii) **Training Manuals.** Training manuals for installation, operation and maintenance/ repair of the system.

**7. Cyber Security.**

**(a) Removal of Unnecessary Services and Programs.** Unused services in a host operating system that are left enabled are possible entry points for exploits on the system/ network and are generally not monitored since these services are not used. Only the services used for IT-based systems operation and maintenance shall be enabled to limit possible entry points.

**(b) Hardware Configuration.** Unnecessary hardware can be disabled, or its configuration altered through software.

**(c) Installing Operating Systems and Third Party software updates.** Patches and software updates, including anti-virus scanners, are required to reduce attack surface as most successful cyber attacks occur in non-patched systems or applications.

**(d) Account Auditing and Logging.** Account auditing and logging allow the Purchaser/ operator to verify that authorized operations have been maintained. Logging is also necessary for forensic analysis and anomaly detection.

**(e) Problem Reporting.** Vulnerabilities exist in core logic and configuration of systems. When flaws in software and/ or hardware configuration are discovered by users, the Vendor shall have a process in place by which the user can report such flaws. A flaw remediation process should be used to track progress of patches, fixes, and workarounds until completion.

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**8. Safety and Protection.**

**(a) Fail Safe Operation.** All equipment shall be made failsafe against unforeseen events like improper connections, under voltage or over voltage, open circuit/short circuit conditions.

**(b) Equipment Hazard.** All equipment should be non-hazardous in nature to operating and maintenance personnel. It must not emit any hazardous radiation and must have suitable protection against electrical and electronic hazards. Any precautions to be observed during maintenance should be prominently printed on the equipment body itself. Operating persons should be protected against shock hazards as per latest BIS standards.

**(c) Fail-safe Design.** All equipment shall be so designed that a fault in particular circuit does not result in any damage to any other part(s) of the equipment.

**TECHNICAL BID FORMAT**

1. The Technical Bid should consist of the documents in the sequence given below:-

- (a) Index page indicating the technical bid contents with appropriate page numbers.
- (b) The Compliance Matrix for Vendor Evaluation Criteria stated at Appendix 'D', along with the required supporting documents in the same sequence.
- (c) The Compliance Matrix for Technical Evaluation as given in Para 6(a) of Part II of RFP along with the required supporting documents in the same sequence.
- (d) A Para wise Compliance matrix for RFP requirements as given in Para 6(a) of Part II.
- (e) Assumptions, Exclusions, Concessions, Deviations.
- (f) Any additional document on Company Profile etc.

**FORMAT FOR VENDOR EVALUATION COMPLIANCE MATRIX**

<b><u>S. NO.</u></b>	<b><u>CRITERIA</u></b>	<b><u>Compliance Status (Yes/No)</u></b>	<b><u>Reasons for Non-Compliance</u></b>	<b><u>Supporting Documents Required along with reference in T bid</u></b>
1.	Proposal submitted in accordance with 02 bid system			-
2.	The vendor must have an office registered at Delhi and should be atleast <b>CMMI level 3</b> firm.			Yes, Certification letter
3.	The vendor should have Development and support facility located in India			-
4.	The firm must have undertaken atleast one similar project with Govt/PSU/Nationalised Bank in the last five years.			Yes
5.	Work order of Past projects undertaken in last three years			Yes
6.	Earnest Money Deposit			<b>Rs 7,00,000.00</b>
7.	Proof of Income Tax filling along with Balance Sheet and P/L Statement duly attested by Chartered Accountant.			
8.	Tender Fee Demand draft in favour of PCDA(N), Mumbai			<b>Rs. 500/-</b>



**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.