

**Reply should be addressed to
The Commodore Superintendent**

**Naval Ship Repair Yard
Port Blair
25 Mar 21**

**INVITATION OF BIDS THROUGH E-PROCUREMENT FOR VULNERABILITY ANALYSIS AND PENETRATION
TEST (VAPT) OF NSRY (PBR) LAN**

REQUEST FOR PROPOSAL (RFP) NO. NSRY/COM/112 (E) 16(b)/CID-1359

Online Bids are invited through e-procurement for vulnerability analysis and penetration test (VAPT) of NSRY (PBR) Lan as per Scope of Work / Schedule of Requirement (SOR) listed in Part II of this RFP / Tender Enquiry.

1. **Address of Website.** Tender document can be downloaded from **www.eprocure.gov.in**
2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below -

(a)	Description	Detail
(b)	Request For Proposal(RFP) / Tender Enquiry (TE) Reference No.	<u>NSRY/COM/112 (E) 16(b)/CID-1359</u> Dated 25 Mar 21
(c)	Bids/queries to be addressed to	The Commodore Superintendent
(d)	All bids are to be submitted online at	CPP PORTAL
(e)	Postal address for sending original copy of EMD and Tender fee document	The Commodore Superintendent (for Manager (Commercial)) PO Box no 705, NSRY, Port Blair – 744102
(f)	Name/designation of the contact personnel	Manager (Commercial)
(g)	Telephone numbers of the contact personnel	9531839092
(h)	E-mail ids of contact personnel	smcom.nsrypb@gov.in
(i)	Fax number	03192 -232692

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	Essential Details of Items/Services required (Scope of Work)
(c)	Part III	Contains Standard Conditions of RFP, which will form part of the Supply order with the successful Bidder.
(d)	Part IV	Contains Special Conditions applicable to this RFP and which will also form part of the Supply order with the successful Bidder.
(e)	Part V	Contains Evaluation Criteria and Format for Price Bids.

4. This RFP/TE 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.

(VK Prasad)
Commander
Senior Manager (Commercial)
for Commodore superintendent

PART I

GENERAL INFORMATION & INSTRUCTIONS FOR BIDDERS ABOUT RFP/TENDER ENQUIRY

Submission of online bids at www.eprocure.gov.in is mandatory. Non adherence to the same will be considered as non acceptance of all the terms and conditions by the firm and the bid is liable to be rejected. In addition to online submission of bids, Technical bid in case of two-bid system can be submitted in hard copy in addition to online submission, if size of data uploaded is more than 10 mb.

1. **Last date and time for depositing Bids:** The bids are to be submitted online on www.eprocure.gov.in by **0900 hrs on 22 Apr 21** . Manual bids will not be entertained. The responsibility to ensure this lies with the Bidder.

2. **Time and date for opening of Bids** Online Bids will be opened by a committee at **0900 hrs on 23 Apr 21** (If due to any exigency, the due date for opening of the Bids is declared 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 **NSRY (PBR)/BUYER.**)

3. **Place of opening of the Bids:** Online at [eprocure.gov.in/central public procurement portal](http://eprocure.gov.in/central_public_procurement_portal) in **NSRY (PBR)** Commercial Department Office. The Commercial Offer will be opened online only and the firm if desires, may depute their representative, duly authorized in writing, to be present at the time of opening of the commercial bids. This event will not be postponed due to non-presence of firm's representative.

4. **Time and date for PRE BID MEETING:** **1100 hrs on 07 Apr 21 at PNC Chamber, NSRY (PBR).**

5. **Bid System:**

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

6. **Location of the Tender Box.** Tender Box marked as “**TENDER BOX** “at NSRY Main Gate, in front of Chief Security Office Reception.

7. **Critical Data Sheet & Manner of depositing the Bids.** Firms fulfilling the conditions and capable to undertake required services may submit bid form with the requisite documents. Failure to do as per instructions given below will render firm offer invalid. Detailed instructions are as follows:-

(a) **Critical Data Sheet:**

S.No	Description	Date	Time
(a)	Tender Publishing Date on CPP Portal	25 Mar 21	1800 Hrs
(b)	Bid Document Download from CPP Portal	25 Mar 21	1800 Hrs
(c)	Clarification Start Date	25 Mar 21	1800 Hrs
(d)	Clarification End Date	07 Apr 21	1700 Hrs
(e)	Pre-Bid Meeting Date at PNC Chamber, NSRY (PBR)	07 Apr 21	1100Hrs
(f)	Bid Submission Start Date on CPP Portal	07 Apr 21	1800 Hrs
(g)	Bid Submission End Date on CPP Portal	22 Apr 21	0900 Hrs
(h)	Opening of Tender Box for physical verification of documents/ Bid supporting documents	23 Apr 21	0830 Hrs
(i)	Online Bids Opening Date on CPP Portal	23 Apr 21	0900 Hrs

(b) **Submission of Online Bids at www.eprocure.gov.in.** Bids with relevant supporting documents indicated in this RFP are to be uploaded in Central Public Procurement Portal (CPPP) (i.e. www.eprocure.gov.in). Non adherence to the same will be considered as non acceptance of all the terms and conditions by the firm and the bid is liable to be rejected. Details of documents to be uploaded are as follows:-

- (i) **Content 1 (Description:- Scanned copy of EMD)**. Scanned copy of EMD (wherever applicable) is to be uploaded in **.PDF** format in this cover. In case the firm is exempted from paying EMD, Proof of exemption of EMD as per Para 15 of Part I of RFP is to be uploaded in **.PDF** format in this cover in lieu of EMD.
- (ii) **Content 2 (Description:- Scanned copy of GST Certificate)**. Scanned copy of GST Certificate as per **Annexure I** to this RFP/TE in **.PDF** format
- (iii) **Content 3 (Description:-Compliance Matrix)**. **Annexure II** to RFP
- (aa) **Technical Matrix**. Duly filled, signed & stamped Compliance Matrix of Technical Parameter as per **Annexure II** be submitted.
- (ab) **Commercial Matrix**. Duly filled, signed & stamped Compliance Matrix of commercial Parameter as per **Annexure III** be submitted.
- (iv) **Content 4 (Description:- Price Bid)**. Bill of Quantity (BOQ) named as 'Price Bid Format' available in **.xls** format be downloaded from **www.eprocure.gov.in** Same is to be duly filled (post enabling of macros), validated by pressing BoQ validation button available in the sheet and post successful validation to be uploaded in **.xls** format only.

8. Forwarding of Bids. Bids should only be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like **GST** number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office. **Failure to do so can lead to rejection of bids**. All the individual pages of bid are also required to be signed prior to submission of the bids, if submitted manually.

9. Clarification regarding contents of the Tender Enquiry /RFP: A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the NSRY (PBR) or to the mail ID. **smcom.nsrypb@gov.in** in writing about the clarifications sought not later than **14 (Fourteen)** days prior to the date of opening of the Bids. Clarification if found justified by the purchaser will be uploaded on **www.eprocure.gov.in**.

10. Modification and Withdrawal of Bids: A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by assigned 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 maybe withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

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

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

- (a) The Bids received after tender closing date and time and not submitted online.
- (b) Bids not conforming to RFP terms and condition and technical specifications.
- (c) Bidders not agreeing to furnish EMD/Security Deposit.
- (d) Bid submitted with illegible hand writing/overwriting/ scoring.
- (e) If the rates submitted by a firm are found to be manipulative in nature i.e. rates are not in conformation with the market rates for the corresponding equipment / capacity / service / spare.
- (f) Pool/ Cartel formation (a group of bidders quoting identical / supporting rates against a rate contract tender).

13. **Unwillingness to quote:- N/A**

14. **Validity of Bids:** The Bids should remain valid for **180 (One Hundred Eighty) Days** from the date of opening of the Bids. **Failure to do so can lead to rejection of bids.**

15. **Earnest Money Deposit** Firms are required to submit earnest money for **₹ 11,500/- (Rupees Eleven Thousand Five Hundred only)** as a part of bids in the form of a bank guarantee TR/IPO/Banker cheque (not firm's cheque) in favour of The “**CDA (IDS) New Delhi**” from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request). The original copy is to be sent through post at address mentioned at **para2 (e)**, the same is required to reach not after 07 days from the last date of submission of the bids. In case original copy of EMD does not reach within time the respective bids will liable for rejection. 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 MSME. The EMD will be forfeited if the bidder withdraws or amends or impairs or derogates from the tender in any respect. Firms registered with NSRY (PBR) will not be exempted from EMD submission. **The quotes without EMD or without EMD exemption certificate will be rejected out rightly.**

NOTE: Bidders should declare UAM (Udyog Aadhar Memorandum) in CPPP (Central Public Procurement Portal), failing which such bidder will not be able to enjoy the benefits as per Public Procurement Policy for MSMEs Order, 2012 for tenders invited electronically through CPPP.

PART II
ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. Schedule of requirements- Items / Services Required: Vulnerability analysis and penetration test (VAPT) of NSRY (PBR) Lan

List of Items /Services required is **as per the BOQ** of this RFP. Agreement to complete SOW/SOR in all respect is mandatory. **Failure to agree to this clause can lead to rejection of bids.**

2. Technical details:

- | | | |
|---|---|--------------|
| (a) Technical details with technical parameters | - | Annexure II |
| (b) Compliance Matrix for commercial aspects | - | Annexure-III |
| (c) Scope of Work | - | Annexure-IV |
| (d) Requirement of installation/commissioning | - | Yes |

3. Two-Bid system: (Only in two-bid system) In Two-bid system, Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. The Bidders are advised to submit the compliance statement in the following format along with Technical Bid – **Technical bid format enclosed as Annexure-II**

4. Delivery Period: Delivery period for vulnerability analysis and penetration test (VAPT) of NSRY (PBR) Lan would be **90 (Ninety) days from the effective date of contract.** . Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

5. Delivery and Transportation: Delivery of item & Services will be at buyer specified location. Inspection will be carried out post delivery of item is satisfactory state. Address of location for delivery is as follows:-

The Commodore Superintendent
[for Manager (IT)]
PO Box No.-705
Naval Ship Repair Yard,
Port Blair-744 102
03192-248151

5. Address for Communication Any and all notices and communication in connection with the Seller shall be addressed as follows: -

- | | | |
|---------------|---|---|
| (a) Address | : | The Commodore Superintendent
[for Manager (Commercial)]
PO Box No.-705
Naval Ship Repair Yard,
Port Blair-744 102 |
| (b) Fax No | : | 03192-232692 |
| (c) Telephone | : | 9531839092 |

6. Consignee Details

- | | | |
|---------------|---|---|
| (a) Address | : | The Commodore Superintendent
for Manager (IT)]
PO Box No.-705
Naval Ship Repair Yard,
Port Blair-744102 |
| (b) Fax No | : | 03192-232692 |
| (c) Telephone | : | 03192-233608 |

PART III
STANDARD CONDITIONS OF RFP/TENDER ENQUIRY

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

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration.** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).
4. **Penalty for use of Undue influence.** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
5. **Agents / Agency Commission** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

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

7. **Non-disclosure of Contract documents.** Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

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 **(45 days)** 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 **(45 days)** 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.
- (f) Poor performance/Non submission of PBG/blacklisting by any Govt of India organization.

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: -The prospective bidders are advised to cater for (Goods and Services Tax) GST (if applicable while filling up the BOQ)**

(a) **General**

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

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

opening of tenders.

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

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

(v) Any change in any duty / tax upward / downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty / tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty / tax shall be reimbursed to the NSRY (PBR) by the Firm. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Firm. Section 64(a) of Sales of Goods Act will be relevant in this situation.

(vi) In case of extension of delivery period, any increase in taxes, duties, levies etc will not be paid to the seller. In case of decrease, the difference to be passed on to the buyer.

(vii) ~~**For RRCs/Rcs/AMc/AMC:** All claims will be entertained within **24 months** of conclusion of contract.~~

Or

For Procurement Cases:- All claims will be entertained within **60 days** of expiry of delivery period.

(b) **GOODS AND SERVICES TAX (GST).**

(i) GST will be paid to the seller at the rates applicable based on description, HSN / SAC code and the relevant schedule of CGST Act.

(ii) In pursuance with Section 171 (1) of CGST Act, an undertaking is to be effected by the seller declaring that " Any reduction in rate of tax on any supply of goods and services or the benefit of input Tax credit (ITC) shall be passed on to the receipt by the way of commensurate reduction in prices." Further, in case it is detected by the government that any ITC has accrued to the seller as result of migrating to GST, after receiving the consideration/reimbursement for his supplies, the seller is mandated to refund the same accordingly to the Paying Authority, giving details and particulars of the transactions. Format for which is placed at **Annexure I**.

(iii) Unless otherwise specifically agreed to in terms of the Contract, the Buyer shall not be liable for any claim on account of fresh impositions and / or increase of GST on raw materials and / or components used directly in the manufacture of the contracted stores taking place during pendency of the Contract. However in case of services, GST will be payable on actual at the time of submission of bill on producing the GST proof/challan paid by the contract firm.

PART IV

SPECIAL CONDITIONS OF RFP/ TENDER ENQUIRY

The Bidder is required to give confirmation of their acceptance of the Special Conditions of the Tender Enquiry mentioned below which will automatically be considered as part of the Seller concluded with the successful Bidder (i.e. Seller in the Seller) as selected by the NSRY(PBR). FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID SUBMITTED BY THE BIDDER.

1. **Performance Security**. The Bidder will be required to furnish a Performance Security 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 seller value within 30 days of receipt of the confirmed order. Performance Security 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). Non submission of PBG within time frame may lead to blacklisting/Tender holiday (not more than 01 year) to the firm.
2. **Option Clause**: N/A
3. **Repeat Order Clause**: N/A
4. **Tolerance Clause**: N/A
5. **Payment Terms**: It will be mandatory for the Bidders to indicate their bank account numbers and other relevant Repayment 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). **100% payment shall be made completion of Audit & accepted by the user and submission of document as per Para 7 below.**
6. **Advance Payments**: No advance payment(s) will be made.
7. **Paying Authority**: The paying authority is **JCDA(Port Blair)** and 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) An ink-singed copy of the contingent bill/seller's bill duly attested by the competent unit authorities.
 - (ii) An ink-signed copy of commercial invoice in original.
 - (iii) A copy of the supply order with UO. NO and date of IFA's concurrence, where required under delegation of financial powers.
 - (iv) CRVs/Inspection note.
 - (v) Relevant documents/proof of payment in support of the claim for statutory and other levies, such as excise duty/GST/Customs duty clearance certificate, Decroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc., as applicable
 - (vi) Exemption certificate for excise duty/customs duty, if applicable.
 - (vii) Bank guarantee for advance, if any.
Copy of Guarantee/Warranty certificate, if any
 - (viii) Copy Performance Bank Guarantee/indemnity bond, where applicable.
 - (ix) (a) DP extension letter with CFA's sanction, UO NO and date of IFA's concurrence, where required. Indicating whether extension is with or without LD.
(b) Willingness of vendor/supplier for extension of contract/ work
(c) Revised/amendment of supply order/Work order for extended DP cases wherever applicable.
 - (x) Details for electronic payment as per mandate form given in Form DPM-11 (along with a copy of cancelled cheque)
 - (xi) User acceptance certificate.
 - (xii) Any other relevant document/certificate that may be provided for in the supply order/contract.
 - (xiii) Certificate for fall clause.

(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)

8. **Fall Clause.** The following Fall Clause will form part of the seller 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. 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

(b) 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 -”.

Sign by vendor/Firm

9. **Risk & Expense Clause.** Following are the conditions under Risk and 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 seller 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.

10. **Force Majeure Clause.** Following are the conditions under 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 control of parties 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, subject to approval of buyer in writing.

(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 seller 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.

11. **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. 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 along with necessary tools as a result of upgradation/alterations will be provided to the Buyer free of cost if required.

12. **Quality:** N/A

13. **Quality Assurance:** N/A

14. **Inspection Authority:** N/A

15. **Warranty:** N/A

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

(a) Franking Clause 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) Franking Clause 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.”

PART V

EVALUATION CRITERIA & PRICE BID ISSUES

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

(a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.

(b) In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment 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) **Loading of Cost for items "Not Quoted"**. The Bidder is to quote for all the sections/sub-sections mentioned in the SOR/BoQ. Any omissions/deviations to the SOR/BoQ are to be recorded in the Record of Deviations and submitted along with the 'T' Bid. In case a bidder fails to quote for a certain Item/Defect List Serial, their bid will be loaded by the amount quoted by the highest bidder for that particular item/Defect List serial and this loading will be considered for determining the **L1. CUSTOMER reserves the right to determine the qualification of a firm on this account.**

(d) **If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered, and will be out rightly rejected.**

(e) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. **The L-1 bidder will be determined by excluding levies, taxes and duties levied by Central/State/ Local government on final product as quoted by the bidders.**

(f) The taxes applicable are to be indicated separately. Bids without mentioning taxes separately would be summarily rejected. If nil taxed are mentioned the relevant notification/exemption certificate should be indicated.

(g) **Seller has to submit a copy of registration certificate under GST along with the bids. In case the firm of unregistered under GST, the same has to be communicated by the seller on their letterhead.**

(h) 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.

(j) Levis, taxes and duties levied by central/state/local government on final products will be paid by the buyer on actual, based on reliving documentary evidence. Taxes and duties on input items will not be paid by bier and they may not be indicated separately in the bids. Bidders are required to include the same in the pricing of their product.

(k) The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

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

2. **Price Bid Format (to be used for L-1 determination)** The Price Bid Format is **as per (BOQ)** and Bidders are required to fill this up correctly with full details, as required under Part-II of RFP.

Note:-

Determination of L-1 will be done based on total of basic prices (not including levies, taxes and duties levied by Central/State/ Local government such as excise duty, GST, Service Tax, Decrioi/entry tax, etc on final product) of all items/requirements as mentioned above.

3. **GST Certificate** as per format placed at **Annexure I**

4. **Technical Bid Format**: Placed at **Annexure-II**

TO BE ISSUED ON FIRMS LETTER HEAD

Addressed to the Order Placing Authority

CERTIFICATE ISSUED IN ACCORDANCE WITH PARA 171 OF GST ACT 2017
CONFORMANCE TO ANTI-PROFITEERING MEASURES

It is hereby certified that any reduction in rate of tax on any supply of Goods or Services or the benefit of input tax credit in respect of Seller No **NSRY/COM/112 (E) 16(b)/CID-1359 dated 25 Mar 21** shall be passed on to the recipient / order placing authority by commensurate reduction in prices. The benefit so accrued will be passed on in the form of revised prices prior to raising of invoice for payment.

Authorised Signatory
Name of the Person / Firm
Address

Firm's GST UID. _____
HSN / SAC Code. _____

TECHNICAL BID MATRIX

<u>Ser No</u>	<u>Description</u>	<u>Remarks</u>
1	All activities related to VAPT assignment are time bound	Yes/No
2	The firm shall adopt industry best practices and standards for application testing like the Open source Project (OWASP).	Yes/No
3	Care shall be taken not to disturb the network during testing process. The firm is to conduct non-destructive penetration testing	Yes/No
4	The firm must use Commercial tools like Iviz. Core Impact QualysGuard, Saint, Retina, GFI LAN Guard etc	Yes/No
5	The firm shall maintain confidentiality of the information received obtained or gathered by them during the process of conduct of the VA/PT or during interaction with the Indian Navy's personnel or Vendors. A specific Non-disclosure agreement has to be signed in this regard	Yes/No
6	Penetration testing shall be conducted in presence of the representatives identified by the Indian Navy	Yes/No
7	Indian Navy has right to decide the extent of penetration testing and to stop/extend further testing by the firm without assigning any reason	Yes/No
8	The firm should provide the Indian Navy a test plan for VA/PT and Risk Mitigation	Yes/No
9	Penetration test report shall contain the details of tests conducted; tools used by the auditor, methodology used for testing, mitigation recommendations	Yes/No
10	The firm should prove risk mitigation of all configuration/system associated vulnerabilities of the system have been liquidated. The report should include concrete recommendations for any upgrades/modification to the networks/applications/policies for mitigation that cannot be carried out by the firm. Subsequent audits should mitigate the risk post the requisite action by the unit	Yes/No
11	Follow up audits will be conducted on quarterly basis for the duration of contract. The follow up audit should bring out any changes observed in the network, status of previous Risk Mitigation measures that were recommended for the network and any fresh observations	Yes/No
12	The firm must be empanelled with CERT-IN/MCIT as a registered authority for carrying out audits of Government networks and should be an Indian registered and owned entity. The firm would not be allowed to outsource the job to any third party	Yes/No
13	The firm must be willing to participate and qualify in a field evaluation test designed to measure the capability levels of the organization	Yes/No
14	The firm must be having on their rolls, on permanent employment basis, a minimum of five professionals who hold at least two of the following professional certifications: CEH (EC-Council certified)/CISA (Certified Information Systems Auditor)/CISM (Certified Information Security Manager)/CISSP (Certified Information System Security Professional)/ISO 27001LA/BS 7799LA/ISO27001LA. The firm must deploy at least two such qualified professional (who are regular employee of the firm) for the assessment. The firm should furnish the names, experience, assignments undertaken by the professionals who will be supervising the audits and also that of the team members who will be participating in the assignment	Yes/No
15	The firm should have association with at least of the following forums EC. Council, DSCI (Data Security Council of India), OWASP (Open web application Security Project), ISACA Information Systems Audit and Control Association)	Yes/No
16	Firm should be ready to conclude comprehensive Service Level and Non-Disclosure Agreements.	Yes/No

COMPLIANCE MATRIX FOR COMMERCIAL ASPECTS

S.No	Q Bid Parameter	Complies with RFP (Yes/ No)	If Yes para ref. in Q bid
1	Quotation shall remain valid till 06 months from opening of Bids.		
2	Unit rates are to be quoted for each of the requirement as per as per SOR		
3	Detailed breakdown of cost of material and labor for each serial as per SOR		
4	Destination basis by road inclusive of Packing, Forwarding, Freight charges, Transit Insurance and any other charges as applicable. Agree.		
5	<u>Taxes & Levies</u> . Break up of all loading amount (taxes & duties) for each serial as per SOR		
6	GST Terms & Conditions		

DETAILED SCOPE OF WORK – VULNERABILITY ASSESSMENT,
PENETRATION TESTING & RISK MITIGATION

1. **Introduction**. The document is organized into the following sections:-
 - (a) Section I - Broad scope of Penetration Testing. Vulnerability Assessment and associated procedures
 - (b) Section II - Responsibilities and Guidelines For Vendor Evaluation

Section I-Broad Scope

Penetration Testing (PT)

2. The Penetration testing is to include:-
 - (a) Remotely audit and analyze security loopholes, if any, on the given IP addresses. Try and exploit the vulnerabilities detected.
 - (b) Analyse the services running on the servers and the firewall policy for any security lapses. Hardening of servers and networks as per existing policies in force.
 - (c) Automated attempt to guess passwords using password-cracking tools.
 - (d) Search for back door traps in the programs.
 - (e) Attempt to overload the system using DDoS (Distributed Denial of Service) and DoS (Denial of Service) attacks.
 - (f) Check if commonly known holes in the software, especially the browser and the e-mail software exist.
 - (g) Checking for the other common vulnerabilities like IP Spoofing, Buffer overflows, Session hijacks, Account spoofing, Frame spoofing, caching of web pages, cross-site scripting, Cookies handling etc.
 - (h) Prepare an Executive Summary as well as a Detailed Technical Report on the findings together with recommendations.

Vulnerability Assessment

3. After the completion of the Penetration Test. Vulnerability Assessment covering the hardware, software database, applications and network equipment is required to be conducted. The term Windows/Unix servers is used to indicate all the servers on the network.
4. Whenever vulnerability is discovered attempt must be made to find/develop an exploit for it. The exploit must be tested in a lab/test environment only so that such an exploit does not disrupt the production services or crash the target host.
5. During the process of carrying out Vulnerability Assessment the India Navy will provide further Information/details about the network infrastructure as well as physical/logical access as deemed fit for the scope of the assignment.

6. All relevant IT policy guidelines and amplifying instructions, if any, would be provided for reviewing compliance during the VA. The issues to be checked and commented upon vis-à-vis the policies are enumerated in succeeding paragraphs.
7. **Network Management** The study must submit report post carrying out Performance monitoring of routers (CPU, Memory etc), latency measurement capacity/bandwidth utilization, security-encryption of data and physical security network documentation, Internet usage policy.
8. Further, it must bring out the present system and any lacunae in error logging and monitoring, network monitoring, bandwidth utilization firewall policy proxy server, Citrix configuration and management (as applicable).
9. The following needs to be necessarily checked:-
 - (a) Network Architecture Review and VLAN implementation
 - (b) Network information security, downtime of network, reporting
 - (c) Functions of Network Administrator
 - (d) Hardware maintenance
 - (e) Network vulnerabilities including weak/default passwords in devices.
 - (f) Hardware vulnerabilities [such as routers, switches etc.]
 - (g) Verification of implementation of IPsec for data transmission
 - (j) Adequacy of hardware
10. **System Administration.** The study must provide detailed report on the Network Administration, Patch Management, E-Mail Administration, Unix/Windows System administration and Database Administration (as applicable).
11. **Enterprise backup system/ backup plan and plan and procedure.**
 - (a) Business Continuity Plan and Disaster Recovery aspects
 - (b) Implementation of ECP and DR
 - (c) User awareness level
 - (d) Test plans and drills
12. **Logical controls** The management of administrative and other powerful passwords of Unix/Windows Servers, Routers. Firewalls and Squid Proxy as applicable needs to be checked.
 - (a) User level access with regard to Operating System
 - (b) User level access with regard to Application software
 - (c) Password controls and confidentiality levels
 - (d) Operating system access security protocols
 - (e) User-ID management
 - (f) Terminal logon procedures and related controls
 - (g) Access to information on need to know, need to do basis
 - (h) Database controls
 - (i) Segregation of duties and identifying incompatible access rights
 - (j) Maintenance of sensitive user accounts.
13. Review of Services, Daemons and logs in database, email, Windows/Unix servers, Routers, Firewalls and Proxy etc.
14. **Physical Access Controls**
 - (a) Access Controls
 - (b) Existence Checks
 - (c) Change control management
 - (d) Protection from casual viewing
15. **E-Mail Controls**
 - (a) Authorization for use
 - (b) Message retention and deletion procedures in accordance with policy

16. **Operational Controls**

- (a) Review of the applications and the integration of the various modules.
- (b) Review of existence of the requisite checks and controls.
- (c) Reliability of controls against pre-determined specifications, functional definitions provided in user manuals/system requirement specification.
- (d) Reconciliation procedures.
- (e) Parameter management procedures
- (f) Functions and responsibilities of Database Administrator.

17. **Audit Trails**

- (a) Review existing audit trails
- (b) Storing policy.
- (c) Recommend where they are required to be amended.

18. **Virus Control**

- (a) Virus Policy implementations
- (b) Review/compliance/Implementation of virus policy.

19. **Security Policy Review**

- (a) Review of Security Policy
- (b) Review of DR Policy
- (c) Audit with reference Security Policy
- (d) User Awareness Level

20. **List of Devices** Location wise list of Servers and Network Equipment for Security Assessment will be provided. Same has to be validated.

Section II - Responsibilities

21. All activities related to VA PT assignment are time bound.

22. The firm shall adopt industry best practices and standards for application testing like the Open source Project (OWASP).

23. Care shall be taken not to disturb the network during testing process. The firm is to conduct non-destructive penetration testing.

24. The firm must to use Commercial tools like Iviz. Core Impact QualysGuard, Saint, Retina, GFI LAN Guard etc.

25. The firm shall maintain confidentiality of the information received obtained or gathered by them during the proves of conduct of the VA/PT or during interaction with the Indian Navy's personnel or Vendors. A specific Non-disclosure agreement has to be signed in this regard.

26. Penetration testing shall be conducted in presence of the representatives identified by the Indian Navy.

27. Indian Navy has right to decide the extent of penetration testing and to stop/extend further testing by the firm without assigning any reason.

28. The firm should provide the Indian Navy a test plan for VA/PT and Risk Mitigation.

29. Penetration test report shall contain the details of tests conducted; tolls used by the auditor, methodology used for testing, mitigation recommendations.

30. **Risk Mitigation** The firm should prove risk mitigation of all configuration/system associated vulnerabilities of the system have been liquidated. The report should include concrete recommendations for any

upgrades/modification to the networks/applications/policies for mitigation that cannot be carried out by the firm. Subsequent audits should mitigate the risk post the requisite action by the unit.

31. **Follow Up Audits** Follow up audits will be conducted on quarterly basis for the duration of contract. The follow up audit should bring out any changes observed in the network, status of previous Risk Mitigation measures that were recommended for the network and any fresh observations.

Guidelines for Vendor Evaluation for Outsourcing of Vulnerability Assessment and Risk Mitigation

1. The firm must be empanelled with CERT-IN/MCIT as a registered authority for carrying out audits of Government networks and should be an Indian registered and owned entity. The firm would not be allowed to outsource the job to any third party.
2. The firm must be willing to participate and qualify in a field evaluation test designed to measure the capability levels of the organization.
3. Firm must be willing to participate and qualify in a field evaluation test designed to measure the capability levels of the organization.
4. The firm must be having on their rolls, on permanent employment basis, a minimum of five professionals who hold at least two of the following professional certifications: CEH (EC-Council certified)/CISA (Certified Information Systems Auditor)/CISM (Certified Information Security Manager)/CISSP (Certified Information System Security Professional)/ISO 27001LA/BS 7799LA/ISO27001LA. The firm must deploy at least two such qualified professional (who are regular employee of the firm) for the assessment. The form should furnish the names, experience, assignments undertaken by the professionals who will be supervising the audits and also that of the team members who will be participating in the assignment.
5. The firm should have association with at least of the following forums EC. Council, DSCI (Data Security Council of India), OWASP (Open web application Security Project), ISACA Information Systems Audit and Control Association)
6. Firm should be ready to conclude comprehensive Service Level and Non-Disclosure Agreements.