

**OFFICE OF THE CONTROLLER GENERAL OF DEFENCE ACCOUNTS**

**रक्षा यात्रा प्रणाली (Defence Travel System)**

**पूर्वी खंड-X, रामकृष्ण पुरम, नई दिल्ली 110066 -**

**EAST BLOCK-X, R K PURAM, NEW DELHI-110066**

**फोन/Phone No.: 011-26108268/26163404 फ़ैक्स/Fax No.: 011-26103403**

**ईमेल-/E-mail: support.pcdatravel@nic.in वेबसाइट/Website: http://pcdarnd.gov.in**

**No. Mech/EDP/853/E-ticketing/E-tokens/RC**

**Dated: 20.03.2017**

**TENDER NOTICE**

Sealed tenders (under Two Bids System i.e. Technical bid with commercial terms & conditions and Price Bid) are invited for and on behalf of the President of India from eligible bidders which are valid for a minimum period of 120 days from the date of opening of tenders (i.e. 10<sup>th</sup> April 2017) for **“Rate Contract for Supply of PKI-Tokens” at this office.**

Sl. No.	Tender Document No.	Scope of Work	Cost of Tender Documents	Earnest Money
1.	Mech/EDP/853/E-Ticketing/E-Tokens/RC Dt. 20/03/2017	<b>Rate Contract for Supply of PKI-Tokens (with software CD)</b>	<b>Rs.200=00 (Non-refundable)</b>	<b>Rs. 50,000/- (Rupees Fifty Thousand only)</b>

**Essential Requirements:**

1. The bidder should possess PAN, TIN & Service Tax No.
2. The bidder should have a standing experience of at least 5 years in supply of IT items with annual turnover of Rs. 1 crore per year for last three years.
3. The bidder must produce Bank Solvency Certificate issued on or after 1.12.2016.
4. The bidder should not be a blacklisted firm by any Govt. /PSU organization.

The tender documents containing details can be obtained from the office of the CGDA, Defence Travel System, East Block-X, R. K. Puram, Level-1, New Delhi-110066 on all working days upto **07.04.2017** upto 1700 hrs. The tender documents can also be downloaded from website <http://www.tenders.gov.in>. and [www.cgda.nic.in](http://www.cgda.nic.in). The bidders who download the tender form should attach a demand draft/banker's cheque for **Rs.200/=** (Rupees Two hundred only) favouring CGDA, New Delhi payable at New Delhi with their technical bid failing which the bids can be rejected summarily.

The prospective bidders desirous of participating in the tender can submit their written queries, if any, to the undersigned at least two weeks before the date of tender opening.

Address : Sr. Accounts Officer

Defence Travel System

East Block-X, Level-1, Sector-1

R.K. Puram, New Delhi-110066

**Top of envelope should contain “Bids for supply of PKI-token. NOT to be opened.**

Last date & Time for sale of Tender Documents : **07.04.2017** upto 1700 hrs.

**Pre Bid Meeting** : **03.04.2017 at 1100 hrs.**

Last date & time of submission for completed bids: 10.04.2017 upto 1300 hrs

Time & Date of opening of Technical bids : 10.04.2017 at 1600 hrs

Time & Date of opening of commercial bids : To be intimated separately after evaluation of technical bids.

Sr. Accounts Officer (DTS)

OFFICE OF THE CONTROLLER GENERAL OF DEFENCE ACCOUNTS

रक्षा यात्रा प्रणाली (Defence Travel System)

पूर्वी खंड-X, रामकृष्ण पुरम, नई दिल्ली 110066 -

EAST BLOCK-X, R K PURAM, NEW DELHI-110066

फोन/Phone No.: 011-26108268/26163404 फैक्स/Fax No.: 011-26103403

ईमेल-/E-mail: support.pcdatravel@nic.in वेबसाइट/Website: http://pcdarnd.gov.in

No. Mech/EDP/853/E-ticketing/E-tokens/RC

Dated: 20.03.2017

**Invitation of bids for  
Rate Contract for Supply of Public Key Infrastructure based token (PKI-Token)**

No. Mech/EDP/853/E-Ticketing/E-Tokens/RC

Date: - 20/03/2017

1. **Defence Accounts Department:** The Defence Accounts Department (DAD) is a Department under the Ministry of Defence, Government of India. The Department has a long history of over 250 years, has over 900 offices & sub-offices in about 240 locations and staff strength of about 18,000 personnel. The Department which has been one of the pioneers (in the Government of India) in computerizing its functions has launched an ambitious project – **Defence Travel System (E-Ticketing)** for entitlement check, accounting, budgeting authorisation and booking of railway tickets for the Armed forces personnel.

Defence Accounts Department is responsible for accounting of all defence expenditure. Defence Accounts Department has developed and launched a Defence Travel portal to meet the travel needs of the Armed Forces Personnel. The Data centre is located at New Delhi under **CONTROLLER GENERAL OF DEFENCE ACCOUNTS**, West Block-V, R K Puram, New Delhi 110066.

The present Tender Enquiry invites proposals from reputed firms in the supply of IT items.

2. **Defence Travel System:** Defence Travel System is a system developed for entitlement check, accounting, budgeting, authorisation and booking of railway ticket for the Armed Forces personnel. The Defence Travel system is integrated with Indian Rail catering and Tourism Corporation (IRCTC). However, in future the integration may be directly with Passenger Reservation System (PRS) also. After due check of entitlement and verification of correctness, the online request is sent to IRCTC to book railway ticket through Defence Travel portal. The present environment in which the system is hosted can be ascertained on site visit on proof of credentials of the company representative.
3. The O/o the CGDA intends to enter into the Rate Contract for supply of PKI-Tokens. For this purpose, reputed firms are required for supply the same item. Accordingly, bids in sealed covers are invited for **Rate Contract for Supply of PKI-Tokens on two bid systems – containing Technical Bid with commercial terms and conditions and Price bid separately**. The sealed covers containing the bids should be super scribed by the above mentioned title, Tender Document number/date of opening of the Bids to avoid the Bid being declared invalid.
4. The address and contact numbers for sending bids or seeking clarifications regarding this RFP are given below:-
  - a. Bids/queries to be addressed to: Shri Deepak Kumar, IDAS, Sr,ACGDA (DTS)
  - b. Postal address for sending the bids: Defence Travel System, O/o The CGDA, East Block-X, Level-I, Sector-1, R.K.Puram, New Delhi-110066.

- c. Name/designation of the contact personnel: Shri Pramod Kumar Jain, Sr.AO (DTS) at the above address.
  - d. Telephone numbers of the contact personnel: 011-26163404, 26108268, 26108269.
  - e. E-mail id of contact personnel: support@pcdatravel.gov.in
  - f. Fax number: 011-26163403.
5. 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 supply required, such as the Schedule of Requirements (SOR), Technical Specifications etc.
  - c. Part III – Contains Standard Conditions of RFP. This 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 Bid.
6. Terms used in RFP:
- a. Buyer : means Controller General of Defence Accounts, New Delhi
7. This RFP is being issued with no financial commitment and buyer reserves the right to change or vary any part thereof at any stage. The buyer also reserves the right to withdraw/cancel the RFP, should it become necessary at any stage without assigning any reason.

Sr. Accounts Officer (DTS)

## **PART I – General information**

**1. Last date and time for depositing the bids: 10<sup>th</sup> April, 2017 upto 1300 Hours**

The sealed Bids (both technical bid with commercial terms and conditions and price bid) should be deposited/reach by the due date and time. The responsibility to ensure the dead line of the date and time lies with the bidder. **No late bids will be accepted.**

**2. Manner of depositing the Bids:**

(a) Sealed Bids should either be dropped in the Tender Box marked as **Rate Contract for Supply of PKI-Tokens** 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 bids. **Bids sent by FAX or e-mail will not be considered.**

(b) The technical bid with commercial terms and conditions and price bid should be sealed in separate envelopes and the envelope will be superscribed with words technical bid with commercial terms and conditions and price bid as the case may be. Failure to follow the guidelines will result into the summarily rejection of the bids. Technical bid should consist of all documents/details mentioned in part-II, item 3 (Technical details)

**3. Time and date of opening of technical Bids: 10<sup>th</sup> April, 2017 at 1600 Hours**

4. 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 time, as intimated by the O/o CGDA. Only the Technical Bid will be opened on the time and date mentioned above. Date of opening of the Price Bid will be intimated after acceptance of the Technical Bids. Price Bid of only those firms will be opened whose Technical Bid are found compliant/suitable on evaluation.

5. **Location of the Tender Box and place of opening of Bids:** Defence Travel System, O/o The CGDA, East Block-X, Level-I, R. K. Puram, New Delhi-110066.

6. **The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time.** This event will not be postponed due to non-presence of vendor's representative. The vendors' representatives must carry the authority letter and a photo ID to substantiate their identity.

7. **Validity of bids:** The bids should remain valid for a minimum period of 120 days from the date of opening of bids.

8. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) for amount of Rs. 50,000 (Rupees Fifty thousand 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 (Axis Bank, ICICI Bank, HDFC Bank). EMD is to remain valid for a period of 45 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 Bank Guarantee as called for in the contract. 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.

9. **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 etc and complete postal & e-mail address of their office. The details of Bid Money and EMD should be filled in Annexure 'A' to RFP is placed separately in a separate cover. It must not be enclosed with the price bids.

10. **Clarification regarding contents of the RFP:** Prospective bidders, desirous of participating in the tender requiring any clarification regarding the contents of the bidding documents can submit their queries in writing for clarifications at least two weeks prior to the date of opening of the Bids. Copies of the query and clarification sought by the bidder will be sent to all prospective bidders who have purchased the bidding documents.
11. **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.
12. **Testing of PKI-Token:** Testing/security audit of PKI-Token will be carried out in our system to check the compatibility before opening of commercial Bid.
13. **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.
14. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summarily rejection with forfeiture of EMD. Conditional tenders are liable to be rejected.

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

1. **Scope of Work:** The objective of the tender enquiry is to enter into a Rate contract with a reputed and experienced firm for supply of PKI-Tokens. The vendor qualification in Para 3(a) may be referred.
2. **Schedule of Requirements:** The Vendor would supply of PKI-Token on Rate Contract for a period of one year.

### **3. Technical Details:**

(a) **Vendors qualification:** The bidder should be a firm with annual turnover of Rs 1 crore per year for last three years with at least 5 years experience in supply of IT items. The bidder should have previous satisfactory supply of IT items to at least one of the clients for minimum one year during last three year for amounting to Rs.1 Crore or two works of not less than Rs.50 lakh each or three works of not less than Rs.35 lakh each. Bidders should attach Income tax certificates, Certificate of incorporation. In case of PSU and Govt organisation the turnover condition may not be applicable. The firm must not be blacklisted by any Government Department or PSU. The company should attach its bank solvency certificate issued not before 1.11.2016.

### **(b) Company Profile**

The following essential details on a separate sheet of paper along with supporting documents are required to be attached with bidding documents by the bidder.

Sl.No.	Description	To be filled by the Bidder
i)	Name of firm	
ii)	Year since when in business	
iii)	Main business base	
iv)	Details of past experience in Supply of IT items	
v)	Details of past experience in Supply of IT items in government	

	department/PSU/Banks in last three years with amount and duration of each work	
vi)	Annual turnover of the last three years	
vii)	Income tax clearance	
viii)	Details of PAN, TIN & Service Tax No.	
ix)	Details of Bank Solvency Certificate issued on or after 01.12.2016	
x)	Whether blacklisted by any Govt./PSU, if so, give details	

(C) **Compliance:** Bidders are required to furnish clause by clause compliance of specifications in Annexure 'C' to RFP bringing out clearly the deviations from specification, if any.

### **Part III – Standard Conditions of RFP**

Submission of bids will be taken as the 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. vendor in the contract) as selected by the BUYER.

- 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.
- Effective Date of the Contract:** The contract shall come into effect from the date of signing of Rate contract by both the parties. The successful bidder should supply the items as and when required basis. On the basis of time frame to be prescribed in letter of intent to be issued to the successful bidder by the buyer.
- 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. Any legal disputes will be settled under the jurisdiction of Delhi.
- Penalty for use of Undue influence:** The vendor 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 favor or disfavor 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 Vendor or any one employed by him or acting on his behalf (Whether with or without the knowledge of the Vendor) or the commission of any offers by the Vendor 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 with the Vendor and recover from the Vendor 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 Vendor. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Vendor 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 favor in relation to this or any other contract, shall render the Vendor 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. **Access to Books of Accounts:** In case it is found to the satisfaction of the BUYER that the Vendor 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 Vendor, on a specific request of the BUYER, shall provide necessary information/inspection of the relevant financial documents/information.
  6. **Non-disclosure of Contract documents:** Except with the written consent of the BUYER/Vendor, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
  7. **Liquidated Damages:** In the event of the Vendor's failure to submit the Bonds, Guarantees and Documents, supply of item as per terms and condition of contract 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 VENDOR as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered 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 services. As the supply required are important. BUYER has the right to cancel the contract and forfeit any EMD/Security held with BUYER.
  8. **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 supply is delayed for causes not attributable to Force Majeure within scheduled date of supply.
    - (b) The supply is not as per specification mentioned in the contract.
    - (c) The Vendor is declared bankrupt or becomes insolvent.
    - (d) The supply is delayed due to causes of Force Majeure and BUYER feels that supply of the vendor is not required thereafter.
    - (e) The BUYER has noticed that the Vendor has utilized the services of any agent in getting this contract and paid any commission to such individual/company etc.
    - (f) As per decision of the Arbitration Tribunal.
  9. **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or registered/speed post, pre-paid mail, addressed to the last known address of the party to whom it is sent.
  10. **Transfer and sub-letting:** The vendor 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. The contractor/vendor shall be responsible for the accurate, secure and timely supply. **The sub contracting will not be allowed at any cost.**
  11. **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, copyright, registered charges, trademarks and payment for any other industrial property rights. The Vendor 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 Vendor shall be responsible for the completion of the supplies.
  12. **Tie:** in case of tie in rates, revised rate should be given by the ( only lowest Tie vendors) vendors.
  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

### i) General

1. If Bidder desires to ask for Service Tax/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 services/supplies from them, he should clearly state that no such duty/tax will be charged by him upto 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 taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the vendor. 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 Vendor. All such adjustments shall include all reliefs, exemptions, rebates, concession etc, if any obtained by the Vendor. The Vendor 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 Taxes made to the Vendor 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 Vendor to the effect whether or not they have any pending appeal/protest for refund or partial refund of Service Tax already reimbursed to the Vendor by the Government pending with the Tax 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 Tax Authority was obtained by the Vendor after obtaining reimbursement from the Paying Authority, and if the same is not immediately refunded by the Vendor to the Paying Authority giving details and particulars of the transactions, Paying Authority will have full authority to recover such amounts from the Vendor'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 Vendor.



ii) **Service Tax**

1. If it is desired by the Bidder to ask for Service tax 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 Service tax and no liability of Service tax will be developed upon the BUYER.
2. On the Bids quoting Service tax extra, the rate and the nature of Service Tax applicable at the time of contract should be shown separately. Service tax will be paid to the Vendor at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of service is legally liable to Service tax and the same is payable as per the terms of the contract.

**Part IV – Special Conditions of RFP**

Submission of bids will be taken as the acceptance of the Special 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. vendor in the contract) as selected by the BUYER.

**1. Performance Bank Guarantee (PBG)**

Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorised to conduct the Government business to the tune of 10% of Annual value of the contract (Excluding Taxes if mentioned separately)

**2. Extension of contract:** The contract may be extended for a period of one year or part thereof only with the consent of both the parties, i.e., VENDOR and the BUYER.

**3. Requirement:** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, BUYER reserves the right to increase or decrease the requirement without any change in the terms & conditions and prices quoted by the Vendor.

**4. Payment Terms:** It is 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. The payment will be on buyer's satisfactory supply certificate.

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

**6. Paying Authority:** CGDA, New Delhi.

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

- a. Ink-signed copy of Commercial invoice/Vendor's bill (in triplicate).
- b. Claim for statutory and other levies to be supported with requisite documents/proof of payment.
- c. Details for electronic payment, viz. Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code
- d. Any other document/certificate that may be provided for in the Supply Order/Contract.
- e. User certificate of satisfactory Completion of supply.
- f. Details of delay in supply with reasons thereof.

**7. Fall Clause:**

(a) The rates quoted under the contract by the vender shall in no event exceed the lowest prices at which the Vendor provide services or offer to provide services 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 Vendor reduces the supply rates, or offer to provider to any person/organization including the BUYER or any Department 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, he shall forthwith notify such reduction or offer of supply to the BUYER and the price payable under the contract for the services of such reduction or offer of the reduction shall stand correspondingly reduced.

**8. 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 services/ goods under the provision of the present contract), if the non-supply result from such Force Majeure circumstances as Flood, Fire, earthquake and other acts of good 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 supply of an obligation under the present contract may be extended correspondingly for the period of time of action of these circumstances and their consequences by the O/o The CGDA. The decision of BUYER will be final in this regards.

c. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions is to notify in written from the other party of the beginning and cessation of the above circumstances immediately.

**9. Risk & Expense Clause:**

a) Should the item not be delivered within the time or times specified in the contract documents or if partial services are made, BUYER shall after granting the vendor 10 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.

b) Should the supply does not perform in accordance with the specifications/parameters provided in contract, 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 material breach that was not remedied within 15 days, BUYER shall having given right of first refusal be at liberty to procure services from any other source as he thinks fit, other services of the same or similar description to make good such default. An excess of the purchase price, cost of manufacturer, or value of any services

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 vendor.

10. **Quality:** The quality of the item will be that of best quality available in the parameters prescribed for them. The same will be according to present Contract and shall correspond to the technical conditions and standards valid for enumerated as per RFP.
11. **Quality Assurance:** The vender will ensure that the item supplied as per contract condition. He will be responsible for the supply.
12. The payment will be made after satisfactory supply. No part payment for the supplied item will be allowed.
13. **Warranty:** Minimum warranty for one year from the date of supply
  - i)
    - a) 12 Months replacement warranty of hardware.
  - ii)
    - a) License fee for any software required to be used with PKI client/certificate generation should be included the price bid.
14. **Liabilities:** All liabilities related to supply Depositing service tax, VAT etc. is also responsibility of the vendor and O/o The CGDA will not be responsible for any lapse in this regard in future, if detected by the concerned tax authorities.
15. **Arbitration:** If any dispute arises after the conclusion of contract, the matter will be referred to O/o The CGDA whose decision will be taken as final for settlement of the same.
16. **Termination of Contract:** The CGDA has right to terminate the contract by giving notice of one month without assigning any reason. The Contractor may also terminate the contract by giving three month notice.
17. **Instructions to Bidders:**
  - a. The quotation should contain all details with break up i.e. taxes if any thereon.
  - b. **Place the Technical bid with commercial terms and conditions and Price Bid in separate sealed envelopes.**
  - c. If your quotation is accepted, you will have to sign an agreement incorporating all the points mentioned above and any other additional clause as mutually agreed to at the time of such negotiations.
  - d. In case your quotation is accepted you may be requested to make yourself available for negotiation on a date and time as indicated by the user.

#### **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. The Technical Bid with commercial terms and conditions forwarded by the Bidders will be evaluated by the BUYER with reference to the technical characteristics as mentioned in part-II, item 3 of the RFP. The compliance of

Technical Bid with commercial terms and conditions would be determined on the basis of the parameters specified in the RFP. The Price Bid of only those Bidders will be opened whose Technical Bid with commercial terms and conditions would clear the technical evaluation including testing of PKI-Token.

- c. The Lowest Bid will be decided upon the total lowest price including taxes quoted by the particular Bidder as per the Price Format given at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows:
  - i. All taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost 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 entertained 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/service tax upto any value of supplies from them, they should clearly state that no excise duty will be charged by them upto 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. Stipulation 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 figure, the amount in words will prevail for calculation of price.
- f. The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the BUYER. The BUYER will have the right to award contracts to different Bidders for being lowest in particular items.
- g. Any other criteria as applicable to suit a particular case.

**2. Price Bid Format:** The Price Bid Format is enclosed to this RFP. The Bidder is required to fill this up correctly with full details in acceptance of terms and conditions.

**(Para 7 of Part I of RFP)**

**Details of Tender Cost and Bid Money**

<b>Tender Document Cost : Rs.200/- (Rupees Two Hundred Only)</b>			
DD No.	Date	Amount	Bank Details
		Rs. 200.00	
<b>Earnest Money deposit (EMD) of Rs. 50,000/-(Rupees Fifty thousand only)</b>			
DD No.	Date	Amount	Bank Details
		Rs. 50,000	

**Declaration by the Firm:**

We agree to abide by all items and conditions mentioned in this document.

Signature

(Authorised representative of the Bidder)

Name:

Firm's Name:

Seal of Firm:

Date & Place:

**(Para 3 of Part II of RFP)****Technical Bid with commercial terms and conditions Parameters and their compliance**

<b>Sl. No.</b>	<b>Description</b>	<b>Minimum Requirement</b>	<b>To be filled by Bidder</b>
1.	Name of Firm with address, phone no	-	
2.	Certificate of Incorporation	Attach the certificate	
3.	PAN No.	Copy of PAN Card	
4.	TIN No.	Attach the certificate	
5.	Service Tax No.	Attach the certificate	
6.	Bank Solvency Certificate issued on or after 01.12.2016	Attach the certificate	
7.	Whether blacklisted by Govt./PSU, if yes give details	No	
8.	Year since when in business	Minimum Two years experience	
9.	Annual turnover of the last three years (Attach IT Returns and copy of Annual accounts certified by the Chartered Accountant of the firm)	year	Amount in rupees
14.	Payment Terms	After satisfactory supply and no advance payment.	
15.	Validity of Bids	Minimum 120 days from the last date of submission of the Bids	
16.	Liquidated Damages and Penalty	As per Para 7 & 4 of RFP Part III	
17.	Taxes and duties	As per Para 13 of RFP Part III	
18.	Delivery period	Within 07 days from the date of supply order.	

Signature  
 (Authorised representative of the Bidder)  
 Name:  
 Firm's Name:  
 Seal of Firm:  
 Date & Place:

**PRICE BID**

**(TO BE PROVIDED BY THE BIDDER IN A SEPARATE SEALED COVER)**

Sl. No.	Particulars	Qty (appx.)	Rate Per E-Token	Total Cost (Rs.)	Total Cost (in words)
1.	<b>PKI-Tokens (with software CD)</b>	11700			
2.	Taxes				
3.	Grand Total				

Signature

(Authorised representative of the Bidder)

Name:

Firm's Name:

Seal of Firm:

Date & Place:

## Technical Specification

Sl.No.		Yes/No
(i)	<b>Product Specification</b>	
a)	Should be compatible with all the prevailing Operating Systems. Like – Windows 2000 / XP / 2003 / Vista, Window 7, Mac OS X, Linux Macintosh, Windows 8, window 10 and BOSS & BM-IX.	
b)	API & standard support PKCS#11 v2.01, Microsoft CAPI, PC/SC, X.509 v3 certificate storage, SSL v3, IPSec/IKE	
c)	SDK Windows, Linux and Macintosh (All are required)	
d)	Central Management Software required to be connected to Active Directory for SOL Server for management.	
e)	Memory size Free memories minimum requirement is 32K	
f)	On board security algorithms RSA 1024-bit/2048-bit, DES, SHA1, 3DES	
g)	Security certifications FIPS 140-2 Level 2 (Must) and Level 3 (Preferred).	
h)	ISO specification support. Support for ISO 7816-1 to 4 Specifications	
i)	Operating temperature 0°C to 70°C (32°F to 158°F)	
j)	Storage temperature -40°C to 85°C (-40°F to 185°F)	
k)	Humidity rating 0-100% without condensation	
l)	Water resistance certification IP X8 – IEC 529	
m)	Memory data retention At least 10 years`	
n)	Memory cell rewrites At least 500,000	
ii)	<b>Warranty: Minimum warranty for one year from the date of supply</b>	
a)	12 Months replacement warranty of hardware.	
iii) a)	License fee for any software required to be used with PKI client/certificate generation should be included the price bid.	
iv)	<b>(a) Separate driver in CD required alongwith token. Driver should not be in- built i.e. plug and play token type.</b>	
	<b>(b) For unblock the password of token the power should remain with admin and not on user side.</b>	