

सत्यमेव जयते
Ministry of Defence
Government of India

REQUEST FOR PROPOSAL (RFP)

BY

MINISTRY OF DEFENCE
GOVERNMENT OF INDIA

FOR

LEASING OF ONE PRODUCT TANKER FOR FUELLING OF IN SHIPS
FOR A PERIOD OF THREE YEARS

CATEGORY: BUY (INDIAN)

This document is the property of Government of India/ Ministry of Defence.

The contents of this RFP must not be disclosed to unauthorised persons and must be used only for the purpose of submission of Bids.

This document contains **64** pages including cover page and Appendices.



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File No: OP/OL/5106/HIRING/STUFT

Reply should be addressed to
The Chief of the Naval Staff
{for Commodore (Naval Operations)}

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Ministry of Defence (Navy)
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South Block
Dara Shukoh Road,
New Delhi-110011

OP/OL/5106/Hiring/Stuft

30 Dec 22

**REQUEST FOR TECHNO COMMERCIAL PROPOSAL FOR
LEASING OF ONE PRODUCT TANKER FOR FUELLING OF *IN* SHIPS
FOR A PERIOD OF THREE YEARS**

**CATEGORY: BUY (INDIAN) THROUGH FAST TRACK
PROCEDURE (EMERGENCY PROCUREMENT)**

Dear Sir/Madam,


1. The Ministry of Defence, Government of India, intends to lease one Product Tanker for fuelling of *IN* ships for a period of three years and seeks participation in the leasing process from prospective Bidders subject to requirements in the succeeding paragraphs.

Synopsis

2. **Broad Description of Equipment/System.** The instant case is for leasing of one product tanker for a period of three years under Buy (Indian) category for astern fuelling of *IN* ships whilst underway at sea. The Vessel would be used to function as a support ship for fuelling requirement of *IN* ships whilst operating at sea.

3. The salient aspects and timelines of the leasing are tabulated below and in subsequent parts of the Request for Proposal (RFP). In case of any variation in the details furnished below or in any Annexures(s) with that mentioned in the RFP, information furnished in the main body of the RFP at referred paragraph is to be followed.




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<u>Ser</u>	<u>Description</u>	<u>Details</u>	<u>Reference Para of RFP</u>
(a)	Equipment/ System required	Product tanker for fuelling of <i>IN</i> ships	Para 1-2 above
(b)	Quantity Required	One	
(c)	Categorisation of Procurement	Buy (Indian)	RFP Title Heading
(d)	Period of Lease	Three Years	RFP Title and Para 2 above
(e)	Place(s) of Delivery	Naval Dockyard at WNC/ Mumbai	Para 8/ Part I
(f)	EMD Amount	70 Lakhs	Annexure to Appendix D
(g)	Last date for submission of Pre-bid queries	10 Jan 23	Para 18/ Part I
(h)	Date and time for Pre-bid meeting	16 Jan 23	Para 19/ Part I
(j)	Last date and time for Bid Submission	20 Jan 23	Para 20/ Part I

4. This RFP is divided into four parts which are as follows:-

- (a) **Part I** - General Requirements.
- (b) **Part II** - Technical Requirements.
- (c) **Part III** - Commercial Requirements.
- (d) **Part IV** - Bid Evaluation and Acceptance Criteria.

5. The Government of India (GoI) invites responses to this request only from Original Equipment Manufacturers (OEM) or Authorised Vendors *hereinafter referred to as SELLER/ BIDDER*.

6. The end user of the equipment is the Indian Navy.

7. This RFP is being issued with no financial commitment; and the Ministry of Defence reserves the right to withdraw the RFP and change or vary any part thereof or foreclose the procurement case at any stage. The Government of India also reserves the right to



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disqualify any Bidder, should it be so necessary, at any stage on grounds of National Security.

8. This RFP is non-transferable.

9. In addition to various Appendices and their Annexures, attached with this RFP, reference to various paragraphs of DAP-2020 has been made in the RFP. The DAP-2020 is an open domain document that is available at GoI, MoD website **www.mod.nic.in**.

10. The receipt of the RFP may please be acknowledged.

Yours faithfully

(Alok Ananda)
Commodore
Cmde (Nav Ops)

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Disclaimer

This RFP is neither an agreement nor an offer by the MoD to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in submitting their proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the MoD in relation to the Project. This RFP includes the assumptions, assessments and statements made herein do not purport to contain all the information that each Bidder may require. The Bidder shall bear all its costs associated with or relating to the preparation and submission of proposal pursuant to this RFP. Wherever necessary, MoD reserves the right to amend or supplement the information, assessment or assumptions contained in this RFP. The MoD reserves the right to withdraw the RFP or foreclose the procurement case at any stage. The issuance of this RFP does not imply that the MoD is bound to shortlist a Bidder for the Project. The MoD also reserves the right to disqualify any Bidder, should it be so necessary, at any stage on grounds of National Security.




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PART I - GENERAL INFORMATION

1. This part consists of the general requirement of the Goods and Services, hereafter collectively referred as 'Deliverables', the numbers required, the time frame for deliveries, conditions of usage and maintenance, and warranty/ guarantee conditions, etc. It includes the procedure and the date & time for submission of bids.

Non-Disclosure

2. The Bidding documents, including this RFP and all attached documents provided by the Ministry of Defence (MoD), are and shall remain or become the property of the MoD. These are transmitted to the Bidders solely for the purpose of preparation and the submission of a proposal in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their proposal. The provisions of this Para shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the MoD will not return to the Bidders any proposal, document or any information provided along therewith (except unopened Commercial Bid and EMD, as relevant).

3. Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process, or concerning the Bidding Process. The MoD will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. MoD may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or MoD or as may be required by law or in connection with any legal process.

4. **Confidentiality of Information**. No party shall disclose any information to any 'Third Party' concerning the matters under this RFP generally. In particular, any information identified as 'Proprietary' in nature by the disclosing party shall be kept strictly confidential by the receiving party and shall not be disclosed to any third party without the prior written consent of the original disclosing party. This clause shall apply to the sub-contractors, consultants, advisors or the employees engaged by a party with equal force.

Business Eligibility

Undertaking by Bidders. The Bidder will submit an undertaking that they are currently not banned/ debarred/ suspended from doing business dealings with



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Government of India/ any other government organisation and that there is no investigation going on by MoD against them. In case of ever having been banned/ debarred/ suspended from doing business dealings with MoD/any other government organisation, in the past, the Bidder will furnish details of such ban/ debarment along with copy of government letter under which this ban / debarment / suspension was lifted/ revoked. The Bidder shall also declare that their sub-contractor(s)/supplier(s)/ technology partner(s) are not suspended or debarred by MoD. In case the sub-contractor(s)/ supplier(s)/ technology partner(s) of the Bidder are suspended or debarred by MoD, the Bidder shall indicate the same with justification for participation of such sub-contractor(s)/ supplier(s)/ technology partner(s) in the procurement case.

6. Subsequent to submission of bids if any sub-contractor(s)/ supplier(s)/ technology partner(s) of the Bidder is suspended or debarred by MoD, the Bidder shall intimate the MoD regarding suspension or debarment of its sub-contractor(s)/ supplier(s)/ technology partner(s) within two weeks of such order being made public.

7. **Pre-Qualification Criteria {for multi-vendor cases in Buy (Indian) cases}**.

The detailed Pre-Qualification criteria for the Bidders for participation in the instant procurement case are placed at **Appendix F** to this RFP. All Bidders are to submit details as per the criteria along with the Technical Bids. These would be evaluated by the Technical Evaluation Committee (TEC).

8. **Deliverable**. One in number Product Tanker under Buy (Indian) category, with Indigenous content >60%, for astern fuelling of *IN* ships at sea is to be delivered at Mumbai Naval Harbour, within Ten (10) months as agreed upon from the date of signing of the contract.

9. **Year of Production**. Not earlier than 01 Jan 2003.

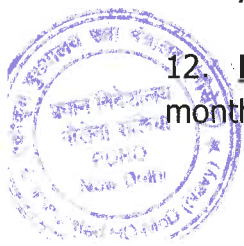
10. **Roles**. The Vessel is to be used for various lawful services required by the Indian Navy. The utilisation of the Vessel would include:-

(a) To carry out astern fuelling of Indian Naval units at sea while underway in addition to other miscellaneous operational taskings of the Indian Navy,

(b) To maintain communication by VHF and satellite communication with nominated organisation under HQWNC, HQSNC and HQENC.

11. **Consignee**. Ultimate Consignee would be Naval Control of Shipping officer INS Angre, Mumbai and the Vessel will be located at Western Naval Command, Naval Dockyard at Mumbai Naval Base.

12. **Delivery Period**. Delivery period for supply of the Vessel would be within 10 (Ten) months from the Date of Signing of Contract. Part Shipment is not be permissible.



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13. Once the contract is concluded and the delivery schedule is established, the Bidder shall adhere to it and ensure continued operational availability of the Vessel in accordance with the terms and conditions of the Contract. Year of Manufacture of Vessel as part of Certificate of Class should not be earlier than 2003.

14. **Government Regulations.** It may be confirmed that there are no Government restrictions or limitations in the country of the Bidder or countries from which subcomponents are being procured and/or for the export of any part of the deliverables being supplied.

15. **Patent Rights.** The Bidder should confirm that there are no infringements of any Patent Rights in accordance with the laws prevailing in their respective countries.

16. **Integrity Pact.** In the subject RFP, the Bidder is required to sign and submit Pre Contract Integrity Pact (PCIP), if applicable, given at **Annexure to Appendix 'D'** to this RFP.

17. **Fall Clause.** If the equipment being offered by the Bidder has been supplied/contracted with any organisation, public/ private in India, the details of the same maybe furnished in the technical as well as commercial offers. The Bidders are required to give a written undertaking that they have not supplied/ is not supplying the similar systems or subsystems at a price lower than that offered in the present bid to any other Ministry/ Department of the Government of India and if the similar system has been supplied at a lower price, then the details regarding the cost, time of supply and quantities be included as part of the commercial offer. In case of non-disclosure, if it is found at any stage that the similar system or subsystem was supplied by the Bidder to any other Ministry/ Department of the Government of India at a lower price, then that very price, will be applicable to the present case and with due allowance for elapsed time, the difference in the cost would be refunded to the Buyer, if the contract has already been concluded.

Bid Timelines

18. Any queries/ clarifications to this RFP may be sent to IHQ MoD(N)/ DNO by **10 Jan 2023**. Replies to queries received from Bidders should be sent within one week.

19. **Pre-Bid Meeting.** A pre-bid meeting will be organised at **1100 hrs** on **16 Jan 2023** at Room No 185B, Directorate of Naval Operation, South Block, New Delhi to answer any queries or clarify doubts regarding submission of proposals. The Bidder or his authorised representative is requested to attend. Necessary details may be sent by **12 Jan 23** to DNO, to facilitate obtaining of security clearance.



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20. **Submission of Bids.** The Techno Commercial Proposal along with IP and EMD should be sealed separately in three separate envelopes clearly indicating Commercial/Technical / IP and EMD and any other Bank Guarantee as applicable, and then put in one envelope and sealed (**all the envelopes should clearly state the letter No of RFP and the name of equipment and Bidder name**) and submitted to the undersigned by **1700 hrs on 20 Jan 2023** at below address.

21. **Address for correspondence.**

Directorate of Naval Operations (DNO),
IHQ MoD(Navy)
Room No 185B, South Block, Dara Shukoh Road
New Delhi -110011
Tele: +91 11 23794639/ 23010865

22. Offer opening by Offer Opening Committee will be held at **1100 hrs on 27 Jan 2023** at the same venue as indicated at Para 19 above. The Bidder or his authorised representative are welcome to be present at the opening of the proposals. If due to any exigency, the date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or any other day/ time, as intimated by the Buyer.



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PART II - TECHNICAL REQUIREMENTS

23. The second part of the RFP incorporates the aspects of SORs describing the technical parameters of the proposed equipment, and the environmental parameters for functioning. The operational characteristics and features that should be met by the equipment are elucidated at **Appendix 'A', Annexure to Appendix 'A'** and the Compliance Table at **Appendix 'B'** to this RFP.

24. **Operational Characteristics and Features.** The broad operational characteristics and features that are to be met by the vessel / equipment are elucidated at **Appendix 'A'** and **Annexure to Appendix 'A'**.

25. **Technical Offer.** The Technical Offer must enable detailed understanding of the functioning and characteristics of the vessel / equipment as a whole and each sub system independently. It must include the performance parameters as listed at **Appendix 'A' and Annexure to Appendix 'A'** and any other information pertaining to the technical specifications of the equipment considered important/ relevant by the vendor.

26. If there is any associated optional equipment on offer that should also be indicated separately along with the benefit that are likely to accrue by procuring such optional equipment. Should the Bidder be contemplating any upgrades or modifications to the equipment being offered, the details regarding these should also be included in the Technical Proposal.

27. **Technical Details.**

(a) The technical details should be factual, comprehensive and include specifications of the offered system/equipment against broad requirements listed in **Appendix 'A' and Annexure to Appendix 'A'** of RFP.

(b) Insufficient or incomplete details may lead to rejection of the offer. Mere indication of compliance may be construed as incomplete information unless system's specific technical details are available in the offer. A format of the compliance table for the technical parameters and other conditions of RFP is attached as **Appendix 'B'** to this RFP.

28. The technical offer should have a separate detachable compliance table as per format given at **Appendix 'B'** to this RFP stating specific answers to all the parameters as listed at **Appendix 'A' (and Annexure)** to this RFP. It is mandatory to append answers to all the parameters listed in **Appendix 'A' and Annexure to Appendix 'A'**.

Four copies of the Technical Proposal should be submitted (along with one soft copy), however only one copy of the commercial proposal is required.



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29. **Malicious Code Certificate.** The Bidder is required to submit a '**Malicious Code Certificate**' (only for Electronic items and Software) along with the Technical Proposal. The format is placed at **Appendix 'E'** to this RFP.

30. **Evaluation of Technical Offers.** The technical proposals forwarded by the Bidders will be evaluated by a Technical Evaluation Committee (TEC) to confirm that the equipment being offered meets the Essential Parameters as elaborated at **Appendix 'A'** and **Annexure to Appendix 'A'**. The TEC will examine the extent of variations/differences, if any, in the technical characteristics of the equipment offered by various Bidders with reference to the SORs and prepare a "Compliance Statement" for shortlisting the Bidders. The compliance would be determined only on the basis of the parameters specified in the RFP.



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PART III - COMMERCIAL REQUIREMENTS

31. The third part of the RFP consists of the commercial clauses and Standard clauses of contract. The bidders are required to give confirmation of their acceptance of these clauses.

Commercial Bid

32. The Bidder is requested to take into consideration the Commercial Clauses and Payment Terms given at **Appendix C** to this RFP while formulating the Commercial Offers. The bidders are required to quote their price in Price bid format given at **Annexure I to Appendix C** to this RFP.

Commercial Bid Opening

33. The Commercial Offers will be opened by the Contract Negotiation Committee (CNC) and if Bidder desires he may depute his representative, duly authorised in writing, to be present at the time of opening of the offers.

34. The date, time and venue fixed for this purpose will be intimated separately after the evaluations are completed. **The Commercial Offers must be firm and fixed and should be valid for at least six months from the last date of bid submission.**

35. The CNC will determine the lowest bidder (L1).

Additional Aspects

36. **Standard Conditions of RFP.** The Government of India desires that all actions regarding procurement of any equipment are totally transparent and carried out as per established procedures. The bidder is required to accept our standard conditions furnished at **Appendix 'D'** to this RFP regarding Agents, penalty for use of undue influence and Integrity Pact, access to books of accounts, arbitration and clauses related to Law. These conditions along with other clauses of the Contract form the Standard Contract Document (as at Chapter VI of DAP 2020) indicates the general conditions of contract that would be the guideline for all acquisitions. The draft contract would be prepared as per these guidelines.

Termination Clause. The Termination Clause in FTP cases will be applicable in the following cases: -



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- (a) In case deliverable do not materialise within contracted delivery period, except in case of Force Majeure Condition (FMC), unilateral termination of the contract by the buyer/termination for convenience will be there.
- (b) The delivery of the equipment is delayed for causes attributable to Force Majeure for more than three months after the scheduled date of delivery.
- (c) The Seller is declared bankrupt or becomes insolvent.
- (d) The 'Buyer' has noticed that the seller has utilised the services of an Agent in getting this contract and paid any commission to such individual/company etc.



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PART IV: BID EVALUATION AND ACCEPTANCE CRITERIA

38. A list of documents/ details to be submitted along with the bids is placed at **Appendix 'G'** as a reference to help in completeness of bid and meeting the procurement process schedule.

39. The bids shall be unconditional and unqualified. Any condition or qualification or any other stipulation contained in the bid shall render the bid liable to rejection as a non-responsive bid.

40. The bid and all communications in relation to or concerning the bidding documents shall be in English language.

41. **Evaluation and Acceptance Process.**

(a) **Evaluation of Technical Proposals.** The technical proposals forwarded by the Bidders will be evaluated by a Technical Evaluation Committee (TEC). The TEC will examine the extent of variations/differences, if any, in the technical characteristics of the equipment offered by various Bidders with reference to the SORs and prepare a "Compliance Statement" for shortlisting the Bidders. The compliance would be determined only on the basis of the parameters specified in the RFP.

(b) **Evaluation of Commercial Bid.** The Commercial bids of only those bidders will be opened, whose technical bids have been cleared by TEC. The L-1 bidder would be determined by Contract Negotiation Committee (CNC). Only L-1 bidder would be invited for negotiations by CNC. The Evaluation Criteria is given at **Annexure I to Appendix 'C'**.

(c) **Price Bid Format.** The Price Bid Format is given at **Annexure I to Appendix 'C'** and Bidders are required to fill up the format correctly with full details.

(d) **Contract Conclusion/Placement of Order.** The successful conclusion of CNC will be followed by contract conclusion/placement of order.



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Appendix 'A'

(Refers to Para 21/22/23/25/26/28 of Part II)

OPERATIONAL CHARACTERISTICS AND FEATURES
FOR LEASING OF ONE PRODUCT TANKER FOR FUELING OF
IN SHIPS WHILST UNDERWAY

1. **Technical Pre-Requisite.** The Bidder shall be responsible for providing the Product Tanker in fully operational state along with competent crew manning the vessel, besides undertaking repairs to the vessel, if required at any port of call or at sea, without hampering operational requirements of the Buyer. The leased vessel will require modification (mutually agreed between both parties) to meet Indian Navy requirements for deployments and would also require removal of all modifications to bring the vessel back to its original state post end of contract period as elucidated at Para of Structural Engineering below. Both modification and de-modification shall be the responsibility of the Indian Navy.
2. **Crew.** The crew of the vessel are to possess sufficient skill level for discharging respective duties (backed by certificates as per applicability). The safety of the crew and the pay and allowances including provident fund and insurance of the crew is responsibility of the Bidder. The crew of the tanker, provided by the Bidder, shall be fully responsible for all aspects of navigation, collision-avoidance, maintenance, upkeep, running of machinery and damage control/ firefighting onboard. The naval crew shall be responsible for the seamanship aspects of undertaking fuelling at sea and maintenance of additional fuelling gear onboard.
3. **Official Secret Act.** The crew of the Vessel chartered by the Bidder would be bound by the Official Secret Act, 1923 wherein the crew of the Vessel are not to take photographs of any Indian Naval vessels or reveal details of exercises witnessed by the crew.
4. **Evidence of Insurance.** The Tenderer is to procure at his cost and risk, Insurance Policies listed below:-
 - (a) Comprehensive Liability Insurance including injury or death to personnel of the Vendor and others who may operate or otherwise repair / maintain / inspect the craft.
 - (b) Workmen's' Compensation Insurance, and other statutory insurances in respect of the employees of the Vendor and / or the sub Vendors of the Vendor engaged in any operations concerning the craft.
 - (c) Any other insurance (such as General Third Party Insurance), that may be necessary to protect the Vendor, his employees and assets, whether constructed/



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purchased by the Vendor or handed over by the Indian Navy (against loss, damage or destruction at replacement value) including all Force Majeure reasons.

5. **Structural Engineering.** In order to utilise the vessel for the purpose it is hired, the Indian Navy would require to undertake certain modifications on the upper-decks at the stern of the vessel for fitment of fuelling gear and its payout / recovery equipment. Carrying out the modification work would be the responsibility of *IN* and would be undertaken at Naval Dockyard Mumbai. The modification would include fitment of stern fuelling gear, naval communication equipment and other equipment as required for the fuelling operation. Post completion of contract period, it will be the responsibility of *IN* to get the modifications removed and bringing the vessel back to its original state.

6. **Sea Worthiness Certificate.** The Lessor shall be responsible for providing the routine Sea Worthiness Certification by the concerned authorities as per extant provisions applicable to sea –going vessels. The same would require to be produced to the Indian Naval Authorities as and when required.

7. **Manning.**

(a) The Vendor will be required to operate the Vessel in accordance with the class and statutory requirements for the craft. Only Indian Nationals with required Certificate of Competency (COC) will be allowed to work on board.

(b) The vendor will be required to obtain security clearance from police for all the crew proposed to be engaged on board the Customised Vessel.

(c) The Vendor shall operate the Vessel, as per the instructions of the authorised representative of the Indian Navy and will be required to participate in mitigating any security related issue or emergencies as per the capabilities of the craft and as directed by the authorised representative of the Indian Navy.

(d) The Bidder is responsible for the good conduct of Master and crew of the vessel. In case, the Indian Navy receives complaints of indiscipline or refusal to carry out the orders of the authorised representative, the same shall be viewed seriously and leasing charges for the day shall be deducted as a penalty (Amplified at **Annexure to Appendix 'A'**). Further the period the vessel is not available (due to manpower issues) will also count towards the overall downtime allowed for the vessel in the year as specified at **Annexure to Appendix 'A'**, and applicable penalties will apply.

(e) The Master/ Bidder shall provide Personnel Protection Equipment, boarding and lodging suitable accommodation including Naval team of at least 20 personnel.

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8. **Risk & Expense Clause.**

(a) Should the vessel or any specification thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the vessel or any instalment thereof, the Indian Navy will declare the contract as cancelled either wholly or to the extent of such default.

(b) Should any specification of vessel thereof not perform in accordance with the specifications/ parameters provided by the Bidder during the check proof tests to be done, the Indian Navy 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 Indian Navy shall, having given the right of first refusal to the Bidder be at liberty to lease a vessel from any other source as he thinks fit to make good such default.

(d) Any excess of the leasing price, 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 Bidder.

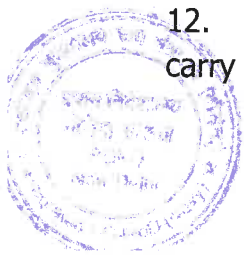
9. **Specification.** The Vessel to be utilised for fuelling of *IN* ships at sea whilst underway conform to the SORs and Technical specifications placed at **Annexure to Appendix 'A'**.

10. **Earliest Acceptable Year of Manufacture.** Year of Manufacture of Vessel as part of Certificate of Class should not be earlier than 01 Jan 2003 and will be provided by the Bidder at his expense to the Indian Navy.

11. **Quality.** The quality of the services rendered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same services in Bidder's country or specifications enumerated as per RFP and shall also include therein modification to the services suggested by the Indian Navy. Such modifications will be mutually agreed to. The Bidder confirms that the services to be rendered under this Contract shall be new i.e. not manufactured before 01 Jan 2003, and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Bidder in the past if any. The Bidder shall supply an interchangeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

12. **Inspection Authority.** A Board of Officers (BoO) as nominated by Buyer would carry out the survey of the Vessel, once every calendar year.

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13. **Joint Receipt Inspection.** A Joint Receipt Inspection (JRI) will be carried out by the Buyer on receipt of Vessel at Naval Dockyard, Mumbai. The JRI team would comprise reps of User, QA and any other professional body as decided at the time of constituting the JRI team. The JRI team will be the Inspection Authority and will provide a Certificate of Conformity to the Lessor upon a successful JRI. The following Joint Receipt Inspection clause will form part of the contract placed on successful Bidder:-

(a) The Parties agree that the Joint Receipt Inspection (JRI) of delivered goods shall be conducted at location to be nominated by the Buyer. JRI shall be completed within three days of arrival of good at the Port Consignee. The JRI team will provide an Acceptance Certificate as against Certificate of Conformity. JRI will consist of:-

- (i) Quantitative checking to verify that the quantities of the delivered goods correspond to the quantities defined in this contract and the invoices.
- (ii) Complete functional checking of the stores/equipment as per specifications in the contract.

(b) JRI will be carried out by the Buyer's representative(s). The Buyer will invite the Lessor with a prior notice of a minimum of Two days to attend the JRI for the delivered goods. The Lessor shall have the right not to attend the JRI. The bio data of the Lessor's representative will need to be communicated Ten (10) days prior to the dispatch of goods to the Buyer for obtaining necessary security clearance in accordance with the rules applicable in the Buyer's country.

(c) Upon completion of JRI, JRI proceedings and Acceptance Certificate will be signed by both the parties. In case the Lessor's representative is not present, the JRI proceedings and Acceptance Certificate shall be signed by the Buyer's representative only and the same shall be binding on the Lessor. Copy of JRI proceedings and Acceptance Certificate shall be dispatched to the Lessor within Seven days of completion of the JRI. In case of deficiencies in quantity and quality or defects, details of these shall be recorded in the JRI proceedings, Acceptance Certificate shall not be issued and claims raised as per the Article on Claims in the contract. In case of claims, Acceptance Certificate shall be issued by Buyer's representative after all claims raised during JRI are settled. If the Buyer does not perform the JRI as mentioned above for reasons exclusively attributable to him, the JRI in India shall be deemed to have been performed and the stores/equipment fully accepted.

(d) **Fluid Level Onboard During Handing/ Taking Over.** The vessel is to be delivered to Indian Navy with minimum possible fuel in Tanks for ship's consumption and clean cargo tanks. Both parties are to jointly verify the level of



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fuel, fresh water and other POLs onboard at the time of handing over the Vessel to the Indian Navy. The vessel will be handed over, on conclusion of contract, with the same quantity of Fluids as was on delivery. The firm shall also provide gas free certificate of cargo tanks at the time of delivery as hot-work will be undertaken on upper-deck and few other compartments for modification.

14. **Claims.** The following Claims clause will form part of the contract placed on Successful Bidder:-

(a) The claims may be presented either:-

(i) On quality of the specifications required of the vessel, where quality does not correspond to the quality mentioned in the contract.

(ii) The quantity claims for deficiency of quantity shall be presented within 45 days of completion of inspection.

(b) The quality claims for defects or deficiencies in quality noticed during the inspection shall be presented within 45 days of completion of inspection and acceptance of the vessel. Quality claims shall be presented for defects or deficiencies in quality noticed during operation of the vessel but not later than 45 days after expiry of the contract.

(c) The description and quantity of the specifications of the vessel are to be furnished to the Bidder along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Bidder will settle the claims within 45 days from the date of the receipt of the claim at the Bidder's office, subject to acceptance of the claim by the Bidder. In case no response is received during this period the claim will be deemed to have been accepted.

(d) The Bidder shall collect the defective or rejected equipment/ systems from the location nominated by the Indian Navy and deliver the repaired or replaced equipment/ system at the same location under Bidder's arrangement with no cost liability to the Indian Navy.

(e) Claims may also be settled by reduction of cost of equipment/ system under claim from bonds submitted by the Bidder or payment of claim amount by Bidder through demand draft drawn on an Indian Bank, in favour of Principal Controller/ Controller of Defence Accounts concerned.

(f) The quality claims will be raised solely by the Indian Navy and without any certification/ countersignature by the Bidder's representative stationed in India.



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15. **MARPOL Compliance.** The Mumbai and other harbours of *IN* are MARPOL compliant and therefore, discharge of waste and effluents is strictly prohibited. Hence, the Bidder will be required to ensure that the craft that are deployed conform to such requirements or alternate arrangement ashore made for waste disposal and crew habitat under firms expense. The Indian Navy shall not provide any accommodation or transport services to any representative or crew of the Bidder.

16. **Commencement of Contract.** The contract shall commence and terminate at the Mumbai Harbour. The Product Tanker should have all the valid certificates and licenses as required by law and must comply with all the MMD requirements. The Bidder shall comply with Indian Merchant Shipping Act and any other legislation related to operation of Product Tanker in Indian waters. The Bidder shall also observe all the labour laws in force from time to time and furnish necessary returns under such labour laws and rules/ regulations made there under.



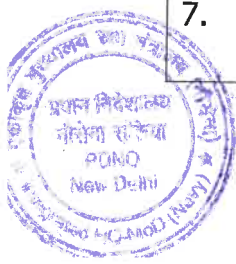
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Annexure to Appendix 'A'

(Refers to Para 21/22/23/25/26/28 of Part II and Para 9 of Appendix 'A')

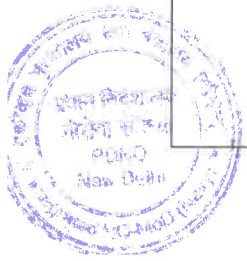
SORs and Technical Specifications of the Required Product Tanker

Ser	Technical Specifications	Remarks
1.	Year of Build	Not earlier than 01 Jan 2003.
2.	Type of vessel	The Vessel should be confirming to standards laid down by DG Shipping and IACS Classification (International Association of Classification Society). Clear deck area of 4000mm x 4500mm x 2100mm (or greater) is required on the quarter deck for installation of Astern Fuelling gear by Indian Navy. The Bidder is to ensure that the vessel offered, is to be under the Indian Flag at the time of delivery of the vessel.
3.	Purpose of utilisation of the Vessel	The VESSEL is to be used for various lawful services required by the Indian Navy. The utilisation of the VESSEL would include:- (i) To function as a fuel tanker for undertaking astern fuelling of <i>IN</i> Ships while underway at sea. (ii) To maintain communication by VHF and satellite communication with nominated organisation under HQWNC and HQENC.
4.	Place of Operation	Based at Mumbai / Karwar Ports. The Product Tanker would be operating in Indian EEZ / in and around ports of India / and / or in IOR ports or anywhere in the world.
5.	Time of Operation	The Product Tanker is to be available for operation at any time during day and night.
6.	Place of Delivery	At Mumbai Naval Harbour
7.	Mobilisation/ Demobilisation charges	Will not be admissible. To be factored in the bid. Contract will commence at Naval Harbour in Mumbai.



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8.	Date of Delivery	<p>Overall Delivery period for supply of services with its crew for exploitation (commencement of charter) would be within Ten (10) months as agreed upon from the date of signing of contract. Please note that Contract can be cancelled unilaterally by the Indian Navy in case services are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Indian Navy, with applicability of LD clause. Further, the following are to be noted:-</p> <p>(i) The vessel is to be made available for survey at least 10 days prior to actual date of delivery at Naval Harbour at Mumbai.</p> <p>(ii) Three days are required for lease survey.</p> <p>(iii) Bidder is required to liquidate all observation of the Indian Navy within seven days.</p>
9.	Leasing charges	<p>To be all inclusive except for taxes, fuel, water and port/ pilot charges, anchorage charges, agency related expense and custom related expenses. (Daily Leasing Charges and full details of taxes/ charges being levied to be indicated. Any other charges envisaged to be specified are to be mentioned separately).</p>
10.	Period of Lease	Three years.
11.	Maintenance Breakdown Time and	<p>(i) A total downtime of 15 days per year will be allowed including maintenance and breakdown. This would not include the maximum of 45 days total dry-docking period, if required, to be done in three years of contract period. The total permissible downtime therefore for the three years cycle would be 45 days (not counting the Dry Docking Period). Maintenance is to be undertaken only in consultation with Buyer and with 48 hours advance notice. Any time the vessel breakdown occurs and concurrence is there between the Buyer and the Seller (i.e. the Buyer agrees that he is ok with the</p>



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breakdown/maintenance or that he does not have an immediate requirement of the vessel); then the breakdown time gets deducted from the overall kitty of 15 days for that year. Maintenance period can be availed as per the mutual agreement between the Buyer and Seller, subject to the limit of 15 days in a year. In the event the cumulative period of maintenance days and breakdown period exceeds 15 days for that year then the penalty charges will be deducted for every additional 24 hours and the same will be included in the contract. Alternately a standby vessel is to be provided, during the Dry Docking Period, if the dry docking schedule cannot be changed iaw requirement of Indian Navy.

(ii) In the event the breakdown occurs and there is disagreement with the Indian Navy with respect to requirement of the vessel, then daily leasing payment will be suspended and a penalty of deduction of daily leasing charges will be liable as mentioned below.

(iii) **Rate of Penalty Charges.** The penalty charges wherever specified in the RFP would entail deduction of charges as under: -

(aa) **1st 10 Days.** Deduction only of leasing charges.

(ab) **11-20 Days.** Deduction of daily leasing charges plus penalty of 10% of daily leasing charges.

(ac) **21 Days Onwards.** Deduction of daily leasing charges plus penalty of 20% of daily leasing charges with maximum penalty being 10% of contract value.



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12.	Standby Vessel	<p>Lessor is to identify Standby vessel(s) for expeditious replacement in case of any major breakdown of any of the vessel. If vessel is not available for operations as required by the Indian Navy, within 96 hrs of breakdown, the standby vessel of similar characteristics is to be intimated to the <i>IN</i> by the Bidder.</p> <p>The modification of the vessel will be undertaken by the bidder at no additional cost to the Indian Navy. The time for modification and delivery of the vessel should not be more than 45 days. The final decision on the modification on the new vessel will be indicated by <i>IN</i> based on the availability of the original vessel.</p> <p>In case a standby vessel is not identified even after 15 days/ not delivered to <i>IN</i> within 45 days, the Risk & Expense leasing will be resorted to, at the discretion of the Indian Navy.</p> <p>The standby vessel provided should meet the requirements as per this RFP.</p>
13.	Maintenance & Survey cost	<p>All maintenance and survey liability and costs would be of the Bidder (including routine/ breakdown maintenance, Class survey, spare parts, labour, material and consumables). All administrative arrangements (getting passes for visitors etc) and charges to visit the ship at anchorage for any reason whatsoever including visits by the crew or for any repairs etc will be borne by the Lessor. The Indian Navy would however, provide suitable correspondence to Port Trusts indicating that the vessel is under charter of the Indian Navy. In the event the vessel is on an Indian Naval jetty or Indian Naval controlled anchorage then the requisite administrative assistance including passes for crew, visitors, repair teams etc will be provided by the Indian Navy.</p>



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14.	Cost to keep vessel operational	<p>Cost of Repairs, Survey and other requirements to keep the Product Tanker operational will be to Lessors account. All administrative arrangements (getting passes for visitors, surveyors, officials from company, repair team along with their tools and spare parts etc) and charges to visit the ship at anchorage for any reason whatsoever including visits by the crew or for any repairs etc will be borne by the Lessor. The Indian Navy would however, provide suitable correspondence to Port Trusts indicating that the vessel are under charter of the Indian Navy. In the event the vessel are berthed on an Indian Naval jetty or Indian Naval controlled anchorage then the requisite administrative assistance including passes for crew, visitors, repair teams etc will be provided by the Indian Navy.</p>
15.	Port Charges, Anchorage	<p>Will be reimbursed to the Lessor as per actuals on a Half Yearly Basis. The same is however to be mentioned on actuals for Mumbai/ Karwar Harbour.</p>
16.	Insurance Charges	<p>To be paid by the Lessor. The Lessor shall insure the Vessel against all risks, including total loss and salvage, personal injury and loss of life. Such insurance shall be comprehensive one covering all risks including those relating to third parties. The vendors will be required to arrange for and maintain suitable Comprehensive Insurance at his cost for the craft including, but not limited to Hull & Machinery Insurance on Institute Time Clauses - Hulls 1/10/83 wordings (ITCH83), War & Strikes Insurance and enter into a Protection & Indemnity Club for its crew and for other liabilities for performing various operations. No claim in this regard shall be entertained by the Indian Navy. Indian Navy will be responsible for insurance of its equipment and crew.</p>



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17.	Berthing & Pilotage	Vessel will be berthed at Naval Jetty/ anchorage in Mumbai/ Karwar or at any other Naval port in India. Charges, if any, for anchorage/ berthing would be reimbursed on actuals on a half yearly basis. Pilotage charges incurred would be reimbursed by the Indian Navy (Indian Navy) as per actuals on a Half Yearly basis. Charges for entering into harbour due to breakdown/ for repairs or for any reason other than asked by the Indian Navy would be borne by the Bidder. All charges applicable to the vessel to be mentioned as applicable for the vessel on actuals.
18.	Nationality of crew and Security clearance	All crew will be Indian nationals and are to have necessary security/ police clearance.
19.	Deck Area	For trials and exercises allowances should be made for the carriage and deployment of additional equipment, such as the training targets etc.
20.	Sea Keeping	Sea State 6. The sea keeping performance of a ship is subject to a range of factors such as length, stability and hull form. Freeboard and bow design will determine the quantity of green water on the working deck. The vessel should be capable of continuous operation in an offshore environment including survivability upto sea state 6.
21.	Endurance	30 days un-replenished or greater.
22.	SOLAS	Lifesaving equipment must be provided for each person onboard. Note that additional life rafts and other lifesaving equipment may be hired in the event that the number of persons onboard exceeds the number of life-saving equipment available onboard. It is desirable that the SOLAS chapters regarding lifesaving, fire-fighting, radio communications and navigation equipment are adhered to.



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23.	Fuel for own propulsion	Type of fuel used by the Tanker for own propulsion is to be mentioned at the time of submission of bids. MARPOL compliant LSHFHSD will be provided by Indian Navy after commencement of contract.
24.	Fuel required for fuelling of <i>IN</i> ships	LSHFHSD required for fuelling of ships at sea shall be supplied by the Indian Navy (<i>IN</i>). The Tanker should have separate tank(s) to take in this bunker. The Tanker should have the capability of providing this fuel, through internal pipelines, at point(s) on quarterdeck from where the fuel shall be supplied using <i>IN</i> fitted equipment using astern fuelling method. The Tank(s) so provided should be in a clean condition to avoid impurities / contamination of fuel being provided to the ships. Confirmation of such provision is to be clearly indicated at the time of submission of bids. The drawings of such fuel tank(s) and internal pipelines till quarterdeck would have to be provided to the Buyer at the time of submission of bids.
25.	Fuel carrying capacity for fuelling of <i>IN</i> ships	5000-30000 Tons of LSHFHSD.
26.	Fuel Discharge Rate	Variable (100 -250 TPH)
27.	Blow Through Arrangements	Suitable compressors are to be available/ provided and should be sufficient to clear 250 m length of 6 inch hose.
28.	Ships' Boat	Life Boats as per SOLAS requirements
29.	Accommodation and Messing	Suitable accommodation for Naval team comprising 20 personnel excluding the ship's crew. In addition, suitable catering facility, galley facility, and sanitation facility and habitability arrangements for Naval personnel positioned onboard is to be provided at no additional cost to the Indian Navy. Dry and Fresh Ration for embarking <i>IN</i> personnel will be provided by Indian Navy as per the entitled scale of ration. Dispensation may be required from relevant bodies if the stated capacity of the Product Tanker is exceeded. Relates to SOLAS requirements. All other services <i>wrt</i> water, hygiene, housekeeping



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		<i>etc</i> needs to be catered by the Lessor for <i>IN</i> personnel.
30.	Security Camera	Security Cameras with low light visibility facing the fuelling Rigs of the vessel with display and controls of cameras at Bridge for monitoring the operations from Bridge.
31.	Fresh water	Potable freshwater will be supplied by the Indian Navy via Hose.
32.	Sea water	Sea water will be supplied by Indian Navy via hose as required.
33.	Max sustained speed of Vessel	Minimum 11 knots.
34.	Arrangements for Damage Control and Fire Fighting	The Product Tanker should be FF Class 1. The vessel should have adequate fixed and portable pumps for de-flooding of compartments and fixed and portable fire-fighting systems for external and internal fire-fighting. The vessel is expected to have all Firefighting systems as required for the Tanker iaw IMO regulations/ SOLAS conventions. The vessel shall be capable of providing fire-fighting and damage control support to patrol boats/ naval ships. Towards that foam generators and foam throwers with a range of min 25 metres are required onboard.
35.	Navigation Communication and	The vessel should have the following operational equipment to ensure safe navigation and communication;- (a) Radar, GPS and Echo Sounder. (b) Gyro & Magnetic Compass. (c) INMARSAT Mini-M / Inmarsat capable Sat Phone (included in overall cost). Usage by <i>IN</i> will be paid as per actuals post joint verification. (d) Two VHF Radio set operating on channel marine channels including channels 6, 8, 10, 12, 16 and an MMB set. (e) Operational navigational lights & Search lights. (f) Robust broadcast / intercom System & adequate loudhailers. (g) Adequate PGD arrangements with requisite protections.



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		(h) Power supply required 415 V, 50 Hz, 3 phase.
36.	Lifesaving equipment	The vessel will have lifesaving equipment for 110% of the crew, including life jackets. Adequate life buoys are to be available on the Vessel. The Vessel should comply with SOLAS Equipment requirements.
37.	Master and Crew	- The Master and crew shall possess the requisite qualification to operate the VESSEL in Indian EEZ and major/ non-major Ports of India and <i>other foreign ports</i> . The Master is to be in possession of Certificate of Competency as Master of a Foreign Going Ship. The Master and crew shall be of Indian nationality holding bonafide documents to confirm identity. Manpower turnaround is to be factored in the plan.
38.	Conduct of Master and Crew	In case, the Indian Navy receives complaints of indiscipline or refusal to carry out the orders of the authorised representative, the same shall be viewed seriously and leasing charges for the day shall be deducted as a penalty. In case of serious offences, the concerned personnel shall not be allowed to operate the vessel. The Lessor will then be required to arrange for suitable replacement <u>within seven (07) days</u> failing which the penalty clause will come into force. If the offence is serious Indian Navy shall inform the concerned Law Enforcement Authorities. Any instance of criminal offence or wrongful conduct by master/ crew will be dealt in accordance with the law of land by concerned civil agencies.
39.	Standby Master/ Crew	In the event of non-availability of the master/ crew for any reason, the Bidder will provide qualified standby master/ crew <u>within four (04) days</u> at no additional cost to the Indian Navy.

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40.	Log book/ Documents for running equipment/ machinery	Proper log book and documents are to be maintained onboard to show the running of the engines and DG sets in order to calculate the fuel quantity and these will be submitted at the time of replenishment of fuel.
41.	Documentation	All documentation, technical or otherwise, required for operating the vessel is to be available and in-date, including supporting documents/ general arrangement plan for following:- (a) Name of the vessel. (b) Place and year of build. (c) Port of registry. (d) Board dimensions of the Customised VESSEL i.e. overall length, draft, beam, depth, DWT, GRT etc. (e) Accommodation for buyer's use. (f) Valid and current certificates from the classification society/ Mercantile Marine Department. These certificates shall have to be renewed and kept valid during the entire period of contract.
42.	Stabilisers	Roll reduction tanks, or similar technology are also acceptable.
43.	Crane	As required to launch ship's boats.
44.	Fender	(a) STUFT shall be provided with strong and adequate rubber fenders (incl portable fenders) at bow, stern and all along the length to prevent damage to ships during operations by vessel. (b) Additional spare portable fenders is to be available as required for normal operation of cast off/ coming alongside.
45.	Deviations	Normally not accepted. However bidders may submit deviations from technical and commercial parameters, if any, along with the bid as per the format placed.



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Appendix 'B'

(Refers to Para 21/25/26 of Part II)

COMPLIANCE MATRIX FOR TECHNICAL PARAMETERS
(TO BE ATTACHED WITH THE BID)

Ser	<u>Requirement as per RFP</u>	<u>Compliance/ Partial Compliance</u>	<u>Indicate references of Paras/Sub Paras of the Main Technical Document</u>
General Conditions of RFP (Part I - Paras 1 to 22)			
1.	Compliance to specifications as mentioned at Appendix F		
Technical Parameters of RFP (Part II – Paras 23 to 30)			
2.	Compliance to specifications as mentioned at Appendix 'A'		
3.	Compliance to specifications as mentioned at Annexure to Appendix 'A'		
4.	Compliance to specifications as mentioned at Appendix E		
Commercial Parameters as per RFP (Part III – Paras 31 to 37)			
5.	Compliance to specifications as mentioned at Appendix C and all Annexures to Appendix C		
6.	Compliance to specifications as mentioned at Appendix D		
Bid Evaluation and Acceptance Criteria (Part IV – Paras 38 to 41)			
7.	Compliance to specifications as mentioned at Appendix G		

* Any deviation while generally being in compliance may be brought out in Amplifying Remarks


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Appendix 'C'

(Refers to Para 30 of Part III)

COMMERCIAL CLAUSES**Payment Terms**

1. **INCOTERMS for Delivery.** The present case involves leasing of one Product Tanker and hence INCO terms are not applicable.

2. **Currency of Payment.** Currency will be Indian Rupees.

3. **Contract Price and Requirement of Bank Guarantees**

(a) **Total Contract Price.** The Total Contract Price will be the final price negotiated by CNC including taxes and duties applicable at the time of signing of Contract.

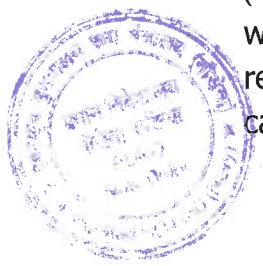
(b) **Base Contract Price.** The Base Contract Price will be considered as Total Contract Price excluding taxes and duties applicable at the time of signing of Contract and excluding the Total Price of AMC/CMC/PBL/LCSC (if any).

(c) **Bank Guarantee(s).** For Performance cum Bank Guarantee, Total Contract Price including taxes and duties is to be considered. The Bank Guarantee(s) shall be from any Indian Public or Private Scheduled Commercial Bank authorised by RBI for government transactions.

4. **Payment to Bidders.** The contract shall commence and terminate at Mumbai Harbour. It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/ EFT mechanism instead of payment through cheques, wherever feasible. The charter lease payment will be made as follows:-

(a) The payments will commence *wef* the first day post the Customised Vessel has completed mobilisation, all necessary surveys and modifications. All necessary IRS approvals/ DG(shipping) FSI, any other mandatory inspection, all the valid certificates and licenses as required by law and complying with all the MMD requirements must be available.

(b) Quarterly arrears after submission of requisite documents. The payments will be made at the lease charges per day in Indian Rupees after adjusting the recoveries payable by the Lessor under this Agreement. The lease charges will be calculated as Lease Charges (Per month) = (Lease Charges per day x Number of



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days in the month) (-) Recoveries, such as statutory recoveries, penalties, any dues to the Indian Navy, other taxes or levies payable to the Government etc., payable by the Lessor under this agreement. In case recoveries exceed the monthly lease charges, the balance shall be recovered from the following month's lease charges or any outstanding amount payable to the Lessor including Performance Security as the case maybe.

(c) Schedule of payment will be worked out post Contract signing factoring the Vessel delivery date. The summary of delivery schedule, payments to be made and schedule of submission/release of Advance Bank guarantee(s), as applicable, is specified at **Annexure IV to Appendix C**.

5. **Performance-cum-Warranty Bank Guarantee Clause.** A Performance-cum-Warranty Bank Guarantee of 3 % of value of the Total Contract Price including taxes and duties from any Indian Public or Private Scheduled Commercial Bank or First Class banks of international repute will be submitted by the vendor(s) would be furnished by the Bidder in the form of a Performance cum Warranty Bank Guarantee to sequentially act as Performance bond till the delivery and as Warranty bond on delivery. The PWBG shall be submitted by the Bidder within one month of signing of contract and shall be valid for a period, until three months beyond the Contract. If at any stage, the Performance Guarantee is invoked by the Buyer either in full or in part, the Bidder shall make good the shortfall in PWBG within 30 days by an additional Warranty Bank Guarantee for equivalent amount. In the event of failure to submit the required Warranty Bank Guarantee against invoked Performance Guarantee, equivalent amount will be withheld from the next stage payment till the shortfall in the WBG is made good by the Bidder. The prescribed format of the PWBG is placed at **Annexure II to Appendix 'C'** of this RFP.

6. **Inspection.** Joint Receipt and Inspection would be carried out iaw **Appendix 'A'**.

7. **Liquidated Damages (LD).** In case of delay in supplies, the vendor shall be levied LD @ 1.5% per week of delay subject to maximum of 15% of value of delayed stores/ services, calculated on the basis of the Contract Price of delayed stores.

8. **Denial Clause.** In case the delay in delivery is attributable to the Seller or a non-force majeure event, the Buyer may protect himself against extra expenditure during the extended period by stipulating a denial clause (over and above levy of LD) in the letter informing the Seller of extension of the delivery period. In the denial clause, any increase in statutory duties and/or upward rise in prices due to the Price Variation Clause (PVC) and/or any adverse fluctuation in foreign exchange are to be borne by the Seller during the extended delivery period, while the Buyer reserves his right to get any benefit of downward revisions in statutory duties, PVC and foreign exchange rate. Thus, PVC, other variations and foreign exchange clauses operate only during the original delivery period. The format for extension of delivery period/performance notice under the Denial clause is at **Annexure III to Appendix 'C'**.



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Annexure I to Appendix 'C'
(Refers to Para 30 Part III)

EVALUATION CRITERIA AND PRICE BID FORMAT

1. **Evaluation Criteria.** Only those Bids will be evaluated, which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially. The bidder, whose price is arrived as lowest will be declared as L-1 bidder by Buyer.
2. 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 based on indicative rates of taxes and duties at table of Para 3 below. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
3. **Price Bid Format.** The Price Bid format is given below.

<u>Ser</u>	<u>Description</u>	<u>Rates (in Rs)</u>
(a)	Charter lease rate per day	
(b)	Cost for 3 years	
(c)	Total	
(d)	GST (%)	
(e)	Net Total including GST (18%)	



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Annexure II to Appendix 'C'
(Refers to Para 5 of Appendix C)

BANK GUARANTEE FORMAT FOR PERFORMANCE-CUM-WARRANTY

From: (Bank)

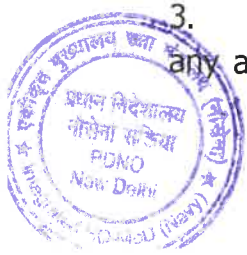
To
Directorate of Naval Operations
Integrated Headquarters, Min. of Defence (Navy)
Room No 185B, South Block, Dara Shukoh Road
New Delhi – 110011

Dear Sir,

1. Whereas President of India represented by the _____ Ministry of Defence Government of India (hereinafter referred to as BUYER) have entered into a Contract No. _____ dated _____ (hereinafter referred to as the said Contract) with M/s. _____ (hereinafter referred to as the SELLER) for supply of goods as per Contract to the said BUYER and whereas the SELLER has undertaken to produce a bank guarantee amounting to Rs _____ which is 3% of the Total Contract Price (including taxes and duties) to cover 3% of Total Contract Price (including taxes and duties) each for Performance and Warranty in sequence, to secure its obligations towards Performance-cum-Warranty to the BUYERS.

2. We, the _____ bank hereby expressly, irrevocably and unreservedly undertake the guarantee as principal obligors on behalf the SELLER that, in the event that the BUYER declares to us that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the BUYER by reason of breach/failure to perform by the said SELLER of any of the terms and conditions in the Contract related to Performance and Warranty clauses, we will pay you, on demand and without demur, all and any sum up to {3% of Total Contract Price (including taxes and duties)} _____ Rupees only at any instance under this Guarantee. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said Contract. We shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith without any protest or demur. We undertake to effect payment upon receipt of such written demand.

3. We shall not be discharged or released from the undertaking and guarantee by any arrangements, variations made between you and the SELLER, indulgence to the



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SELLER by you, or by any alterations in the obligations of the SELLER or by any forbearance whether as to payment, time performance or otherwise.

4. We further agree that any such demand made by the BUYER on the Bank shall be conclusive, binding, absolute and unequivocal notwithstanding any difference or dispute or controversy that may exist or arise between you and the SELLER or any other person.

5. In no case shall the amount of this guarantee be increased.

6. This Performance-cum-Warranty guarantee shall remain valid for a period until three months beyond the warranty period as specified in the Contract i.e. up to _____.

7. Subject to the terms of this Bank Guarantee, the issuing bank hereby irrevocably authorizes the beneficiary to draw the amount of up to Rs _____ {3% of Total Contract Price (including taxes and duties)} for breach/failure to perform by the SELLER of any of the terms and conditions of the Contract related to performance and warranty clause. Partial drawings and multiple drawings under this Bank Guarantee are allowed within the above stated cumulative amount subject to each such drawing not exceeding 3% of the Total Contract Price (including taxes and duties) (Rs _____ only) (Mention BG amount).

8. This guarantee shall be continuing guarantee and shall not be discharged by any change in the constitution of the Bank or in the constitution of M/s _____. We undertake not to revoke this guarantee during the currency except with previous consent of BUYER in writing.

9. Notwithstanding anything contained herein above:-

(a) Our liability under this Guarantee shall not exceed _____
(_____) (in words)

(b) This Bank Guarantee shall remain valid until _____ (mention the date which is 60 days beyond the completion of contract) and the BG shall cease to be valid after _____ irrespective whether the Original Guarantee is returned to us or not.

(c) We are liable to pay guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written demand or a claim in writing on or before _____ (expiry date)

(d) The present Bank Guarantee is governed in all respects by the provisions of the Uniform Rules for Demand Guarantees, ICC Publication URDG 758



Brijesh Mishra
(BRIJESH MISHRA)
COMMANDER
CDR (NAV OPS)

Dated the _____ day of _____ (month and year)

Place:

Signed and delivered by _____ (Name of Bank)

Through its authorised signatory

(Signature with seal)



Brijesh Mishra
(BRIJESH MISHRA)
COMMANDER
CDR (NAV OPS)

Annexure III to Appendix 'C'
(Refers to Para 8 of Appendix C)

FORMAT FOR EXTENSION OF DELIVERY PERIOD/PERFORMANCE NOTICE

Name of the Procuring Entity.....

Extension of Delivery Period/Performance Notice

To

M/s (name and address of firm)

Sub: Contract No..... dated.....for the supply of.....

Ref: Your letter no. dated:

Dear Sir,

1. You have failed to deliver {the (fill in qty.) of Stores/the entire quantity of Stores} within the contract delivery period [as last extended up to] (fill in date). In your letter under reply you have asked for [further] extension of time for delivery. In view of the circumstances stated in your said letter, the time for delivery is extended from (fill in date) to (fill in date).

2. Please note that notwithstanding the grant of this extension in terms of Clause (fill in clause number) of the subject contract an amount equivalent to % (..... per cent) of the delivered price of the delayed goods for each week of delay or part thereof (subject to the ceiling as provided in the aforesaid clause) beyond the original contract delivery date/the last unconditionally re-fixed delivery date (as & if applicable), viz., (fill in date) will be recovered from you as liquidated damages. You may now tender the Stores for inspection [balance of the Stores] in terms of this letter. Stores if any already tendered by you for inspection but not inspected will be now inspected accordingly.

3. You are also required to extend the validity period of the performance guarantee for the subject contract from (fill in present validity date) to (fill in required extended date) within 15 (fifteen) days of issue of this amendment letter.

4. The above extension of delivery date will also be subject to the following Denial Clause:-

(a) That no increases in price on account of any statutory increase in or fresh Imposition of customs duty, GST or on account of any other taxes/duty, including



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custom duty), leviable in respect of the Stores specified in the said contract which takes place after (insert the original delivery date) shall be admissible on such of the said Stores, as are delivered after the said date; and,

(b) That notwithstanding any stipulation in the contract for increase in price on any other ground including foreign exchange rate variation, no such increase which takes place after (insert the reckoning date as per DAP 2020) shall be admissible on such of the said Stores as are delivered after the said date.

(c) But nevertheless, the Buyer shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, GST or on account of any other Tax or duty or on any other ground as stipulated in the price variation clause or foreign exchange rate variation which takes place after (insert the original delivery date).

5. All other terms and conditions of the contract remain unaltered. This is without any prejudice to Buyer's rights under the terms and conditions of the subject contract.

6. Please intimate your unconditional acceptance of this amendment letter within 10 (ten) days of the issue of this letter failing which the contract will be cancelled at your risk and expense without any further reference to you.

Yours faithfully,

(Authorised Officer)
Duly authorised,
for and on behalf of
The President of India

Note: Select one option within { } brackets; delete portion within [] brackets, if not applicable; fill in () brackets. Brackets and this note are not to be typed.

Substitute following first para instead of first para in format above, for issuing a performance notice.

1. You have failed to deliver {the (fill in qty.) of Stores/the entire quantity of Stores} within the contract delivery period [as last extended up to] (fill in date). In spite of the fact that the time of delivery of the goods stipulated in the contract is deemed to be of the essence of the contract, it appears that (fill in the outstanding quantity) are still outstanding even though the date of delivery has expired. Although not bound to do so, the time for delivery is extended from (fill in date) to (fill in date) and you are requested to note that in the event of your failure to deliver the goods within the delivery period as hereby extended, the contract shall be cancelled for the outstanding goods at your risk and cost.



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Annexure IV to Appendix 'C'
(Refers to Para 4(d) of Appendix C)

DELIVERY SCHEDULE AND STAGES OF PAYMENT

The broad guidelines for payments terms are appended below.

Ser	Activity	Delivery Timelines (In Month)	Scheme for Payment	Scheme for submission and Documents	Remarks
(a)	Signing of contract	T ₀	Nil	Bank Guarantee submitted for Performance-Cum-Warranty	
Deliverables					
(b)	Vessel availability at Naval Dockyard, Mumbai for Survey/ Initial Inspection/ modifications				
(c)	Mobilisation	Within T ₀ + 10 months	Nil	--	--
(d)	Daily Lease charges	W.E.F first day post completion of all necessary surveys, modifications and final JRI	Lease charges per day	All relevant documents	Quarterly in arrears
(e)	De-Mobilisation	Post de-gutting of all equipment	Nil	--	--



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Appendix 'D'

(Refers to Para 36 of Part III)

STANDARD CONDITIONS OF RFP**LAW**

1. The Contract shall be considered and made in accordance with the laws of the Republic of India.

ARBITRATION

(For Indian Private Vendors)

2.1 All disputes or differences arising out of or in connection with the present Contract, including the one connected with the validity of the present Contract or any part thereof, shall be settled by bilateral discussions.

2.2 Any dispute, disagreement of question arising out of or relating to this Contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to the Arbitration Tribunal consisting of three arbitrators.

2.3 Within sixty (60) days of the receipt of the said Notice, one arbitrator shall be nominated in writing by SELLER and one arbitrator shall be nominated by BUYER. 2.4 The third arbitrator, shall be nominated by the parties within ninety (90) days of the receipt of the notice mentioned above, failing which the third arbitrator may be nominated under the provision of Indian Arbitration and Conciliation Act, 1996 (as amended from time to time) or by dispute resolution institutions like Indian Council of Arbitration or ICADR, at the request of either party, but the said nomination would be after consultation with both the parties. The arbitrator nominated under this Clause shall not be regarded nor act as an umpire.

2.4 The Arbitration Tribunal shall have its seat in New Delhi or such other place in India as may be decided by the arbitrator.

2.5 The Arbitration Proceedings shall be conducted in India under the Indian Arbitration and Conciliation Act, 1996 (as amended from time to time) and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only.



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2.6 The decision of the majority of the arbitrators shall be final and binding on the parties to this contract.

2.7 Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses of the third arbitrator shall be shared equally by the SELLER and the BUYER.

2.8 In the event of a vacancy caused in the office of the arbitrators, the party which nominated such arbitrator, shall be entitled to nominate another in his place and the arbitration proceedings shall continue from the stage they were left by the retiring arbitrator.

2.9 In the event of one of the parties failing to nominate its arbitrator within sixty (60) days as above or if any of the parties does not nominate another arbitrator within sixty (60) days of the place of arbitrator falling vacant, then the other party shall be entitled after due notice of at least thirty (30) days to request dispute resolution institutions in India like Indian Council of Arbitration and ICADR to nominate another arbitrator as above.

2.10 If the place of the third arbitrator falls vacant, his substitute shall be nominated according to the provisions herein above stipulated.

2.11 The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

ARBITRATION

(For Central & State PSEs)

3.1 In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 (as amended from time to time) shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorised



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by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

FORCE MAJEURE

4.1 Should any force majeure circumstances arise, each of the contracting party shall be excused for the non-fulfilment or for the delayed fulfilment of any of its contractual obligations, if the affected party within (60 days) of its occurrence informs in a written form the other party.

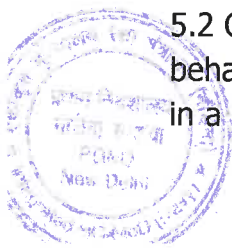
4.2 Force majeure shall mean fires, floods, natural disasters or other acts such as war, turmoil, strikes, sabotage, explosions, beyond the control of either party.

4.3 Provided the acts of The Government or any state parties of the seller which may affect the discharge of the Seller's obligation under the contract shall not be treated as Force Majeure.

PENALTY FOR USE OF UNDUE INFLUENCE

5.1 The LESSOR 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 LESSEE 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 Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government. Any breach of the aforesaid undertaking by the LESSOR or any one employed by him or acting on his behalf (whether with or without the knowledge of the LESSOR) or the commission of any offence by the LESSOR or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1988 or any other Act enacted for the prevention of corruption shall entitle the LESSEE to cancel the Contract and all or any other Contracts with the LESSOR and recover from the LESSOR the amount of any loss arising from such cancellation. A decision of the LESSEE or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the LESSOR.

5.2 Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the LESSOR towards any officer/employee of the LESSEE or to any other person in a position to influence any officer/employee of the LESSEE for showing any favour in



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(DR (NAV OPS))

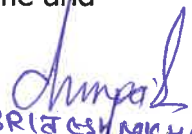
relation to this or any other Contract, shall render the LESSOR to such liability/penalty as the LESSEE may deem proper, including but not limited to termination of the Contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the LESSEE.

INTEGRITY PACT

6.1 Further signing of an 'Integrity Pact' would be considered between government department and the bidder for schemes exceeding ₹ 20 Crores. The Integrity Pact is a binding agreement between the agency and bidders for specific contracts in which the agency promises that it will not accept bribes during the procurement process and bidders promise that they will not offer bribes. Under the IP, the bidders for specific services or contracts agree with the procurement agency or office to carry out the procurement in a specified manner. The essential elements of the IP are as follows:-

- (a) A pact (contract) between the Government of India (Ministry of Defence) (the authority or the "principal") and those companies submitting a tender for this specific activity (the "bidders");
- (b) An undertaking by the principal that its officials will not demand or accept any bribes, gifts, etc., with appropriate disciplinary or criminal sanctions in case of violation;
- (c) A statement by each bidder that it has not paid and will not pay, any bribes;
- (d) An undertaking by each bidder that he shall not pay any amount as gift, reward, fees, commission or consideration to such person, party, firm or institution (including Agents and other as well as family members, etc., of officials), directly or indirectly, in connection with the contract in question. All payments made to the Agent 12 months prior to tender submission would be disclosed at the time of tender submission and thereafter an annual report of payments would be submitted during the procurement process or upon demand of the MoD.
- (e) The explicit acceptance by each bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the winning bidder until the contract has been fully executed;
- (f) Undertakings on behalf of a bidding company will be made "in the name and on behalf of the company's chief executive officer";




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(g) The following set of sanctions shall be enforced for any violation by a bidder of its commitments or undertakings:-

- (i) Denial or loss of contract;
- (ii) Forfeiture of the EMD and Guarantee for Performance-cum-Warranty Bank Guarantee;
- (iii) Payment to the Buyer of any such amount paid as gift, reward, fees or consideration along with interest at the rate of 2% per annum above LIBOR rate.
- (iv) Refund of all sums already paid by the Buyer along with interest at the rate of 2% per annum above LIBOR rate.
- (v) Recovery of such amount, referred to in (iii) and (iv) above, from other contracts of the Seller with the Government of India.
- (vi) At the discretion of the Buyer, the Seller shall be liable for action as per extant policy on Putting on Hold, Suspension and Debarment of Entities.

(h) Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company.

(j) The draft Pre-Contract Integrity Pact is at **Annexure to this Appendix D**. The vendors are required to sign them and submit separately along with the technical and commercial offers.

6.2 In respect of bids from DPSUs, the concerned DPSU shall enter in to a Pre-Contract Integrity Pact, on the same lines with their sub-vendors individually, in case the estimated value of each sub-contract(s) exceed ₹ 20 Crore and such subcontract(s) are required to be entered in to by the DPSU with a view to enable DPSU to discharge the obligations arising out of their bid in question in response to this RFP.



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AGENTS

7.1 The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores referred to in this contract. The Seller confirms that he has not engaged any person, party, firm or institution as an Agent including his Agents already intimated to MoD; to, influence, manipulate or in any way to recommend to any functionaries of the Government of India, whether officially or unofficially, to the award of the contract to the Seller, or to indulge in corrupt and unethical practices. The Seller has neither paid, promised nor has the intention to pay to any person, party, firm or institution in respect of any such intervention or manipulation. 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 Seller has engaged any such person, party, firm or institution and paid, promised or has intention 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 for any or all of the following actions:-

- (a) To pay to the Buyer any such amount paid as gift, reward, fees or consideration along with interest at the rate of 2% per annum above LIBOR rate.
- (b) The Buyer will also have a right to put on hold or cancel the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such 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.
- (c) The Buyer will also have the right to recover any such amount referred in (a) and (b) above from other contracts of the Seller with the Government of India.
- (d) At the discretion of the Buyer, the Seller shall be liable for action as per extant policy on Putting on Hold, Suspension and Debarment of Entities.

7.2 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 and clauses relating to Penalty for Use of Undue Influence, the SELLER, on demand of the BUYER shall provide necessary information/inspection of the relevant financial documents/ information, including a copy of the contract(s) and details of payment terms between the vendors and Agents engaged by him.




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CONDITIONS PRECEDENT (CP)

8.1 **Lessor Conditions Precedent.** The obligation of Lessor to lease the (equipment) in accordance with this contract is conditional upon the fulfilment of the following conditions, or waiver of any of the same by the Lessor, on or before the first day of the Lease period: -

8.1.1 Receipt by the Lessor of a certificate evidencing the insurance required to be maintained by the Lessee under this contract.

8.1.2 Receipt by the Lessor of a copy of Lessee's Operator Certificate (or such a document) and any other licence or approval required from the Lessee's regulatory or other authority or other Govt entity to enable the lessee to perform its obligations under this contract, and

8.1.3 Receipt by the Lessor of the Security Deposit in full.

8.1.4 Other conditions as may be applicable depending on the specifics of the lease agreement.


8.2 **Lessee Conditions Precedent.** The obligation of the Lessee to lease the (equipment) from the Lessor shall be conditional upon the fulfilment of the following conditions, or waiver of any of the same by the Lessee, on or before the first day of the Lease period:-

8.2.1 Receipt by the Lessee of a certificate evidencing the insurance required to be maintained by the Lessor under this agreement, and

8.2.2 Receipt by the Lessee of a copy of Lessor's operator certificate and any other licence or approval required from the regulatory or other authority or other government entity to enable Lessor to perform its obligations under this agreement.

8.2.3 Other conditions as may be applicable depending on the specifics of the lease agreement.




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Annexure to Appendix 'D'

(Refers to Para 14/ Part I and Para 6.1(j) of Appendix D)

PRE-CONTRACT INTEGRITY PACT**General**

1. Whereas the PRESIDENT OF INDIA, represented by Commodore Submarine Operations, Integrated Headquarters, Ministry of Defence (Navy), Government of India, hereinafter referred to as the Indian Navy and the first party, proposes to lease one Vessel, herein after referred to as the Buyer , and _____, represented by, _____ Chief Executive Officer (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignees), hereinafter referred to as the Bidder/Seller and the second party, is willing to offer/ has offered the services.

2. Whereas the Bidder is a private company/ public company/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the Buyer is a Ministry of the Government of India performing its functions on behalf of the President of India.

Objectives

3. Now, therefore, the Buyer and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

(a) Enabling the Buyer to obtain the desired services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement.

(b) Enabling Bidder to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Indian Navy will commit to prevent corruption, in any form, by their officials by following transparent procedures.

Commitments of the Buyer

The Buyer Commits itself to the following:-



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COMMANDER
CDR (NAV OPS)

- (a) The Buyer undertakes that no official of the Buyer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
- (b) The Buyer will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.
- (c) All the officials of the Buyer will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
5. In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Buyer with full and verifiable facts and the same is prima facie found to be correct by the Indian Navy, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Indian Navy and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Indian Navy the proceedings under the contract would not be stalled.

Commitments of Bidder

6. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-

(a) The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Indian Navy, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

(b) The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or



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COMMANDER
CDR (NAV DPS)

inducement to any official of the Indian Navy or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.

(c) The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

(d) The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

(e) The Bidder further confirms and declares to the Buyer that the Bidder is the original manufacturer/integrator/authorised government sponsored export entity of the Defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Buyer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company or Agent in respect of any such intercession, facilitation or recommendation.

(f) The Bidder would not enter into conditional contract with any Agents, brokers or any other intermediaries wherein payment is made or penalty is levied, directly or indirectly, on success or failure of the award of the contract. The bidder while presenting the bid, shall disclose any payments he has made during the 12 months prior to tender submission or is committed to or intends to make to officials of the Indian Navy or their family members, Agents, brokers or any other intermediaries in connection with the contract and the details of such services agreed upon for such payments.

(g) The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Indian Navy as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

(h) The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts. Complaint will be processed as per Guidelines for Handling of Complaints in vogue. In case the complaint is found to be vexatious, frivolous or malicious in nature, it would be construed as a violation of Integrity Pact.



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(CDR (NAV) OPS)

(j) The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

7. **Previous Transgression.**

(a) The Bidder declares that no previous transgression occurred in the last three (03) years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India.

(b) If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract and if already awarded, can be terminated for such reason.

8. **Bid Security: Earnest Money Deposit.**

8.1 Every bidder, while submitting commercial bid, shall submit Bid Security in the form of Earnest Money Deposit (EMD), in cases where applicable (as provided in Clause 8 herein).

(a) To safeguard against a bidder(s) withdrawing or altering its bid during the bid validity period, Bid Security (also known as EMD) is to be obtained from all bidders except for cases up to 100 Crores (i.e, all cases up to 100 crores of AoN will be exempted from payment of EMD) as follows:-

EMD TABLE

<u>Estimated Cost of Procurement Scheme (Crore)</u>		<u>EMD Amount</u>
<u>Above (Not including)</u>	<u>To (Including)</u>	
-	100	Nil
100	150	30 Lakh
150	300	70 Lakh
300	1000	2 Crore

(b) EMD is not required from Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department or Startups as recognised by Department of Industrial Policy & Promotion (DIPP), in accordance with the Ministry of Finance



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 COMMANDER
 CDR (NAV OPS)

office memorandum bearing No. F.20/2/2014-PPD (Pt.) dated July 25, 2017 (as amended from time to time).

(c) DPSUs are not required to submit EMD when nominated as ab-initio single vendor. DPSUs will submit all BGs and EMD as applicable while participating in multi vendor cases with private vendors.

(d) **Format of EMD.** The Bid Security may be accepted in the following forms, safeguarding the Buyer's interest in all respect:-

(i) Bank Guarantee from any Indian Public or Private Scheduled Commercial Bank notified by RBI or first-class banks of international repute. The format of the Bank Guarantee for Bid Security is provided at end of this Annexure.

(ii) Insurance Surety Bond - The format and guidelines pertaining to the same shall be issued / notified by the Ministry of Defence.

(iii) Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque shall be payable in an acceptable form. The Beneficiary Bank Details for furnishing the same are as follows:

(IFSC Code - SBIN0000691)

State Bank of India New Delhi Main Branch

C Block, 11 Parliament Street

New Delhi, Pin: 110001

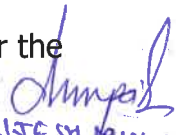
(e) **Validity of EMD.** The EMD will be valid for eighteen months or till signing of contract, whichever is later. The EMD shall be extended from time to time as required by the Buyer and agreed by the Bidder. No interest shall be payable by the Buyer to the Bidder(s) on the EMD for the period of its currency. For unsuccessful bidders EMD will be returned on declaration of successful bidder(s).

(f) **Instances of Forfeiture of EMD.**

(i) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.

(ii) If the Bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity.

(aa) If the Bidder fails to furnish the Performance Security for the due performance of the contract.


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(ab) Fails or refuses to accept/ execute the contract.

(iii) In case of violation of Pre-Contract Integrity Pact, EMD will be forfeited besides other legal penalties as may be decided by the Ministry of Defence.

(iv) In the case of successful bidder a clause would also be incorporated in the Article pertaining to PWBG in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

(v) The provisions regarding Sanctions for Violation in Integrity Pact include forfeiture of PWBG in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.

(vi) No interest shall be payable by the Buyer to the Bidder(s) on EMD for the period of its currency.

9. **Company Code of Conduct.** Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company.

10. **Sanctions for Violation.**

(a) Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Indian Navy to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.

(ii) The EMD/ for pre contract period/ Performance cum Warranty Bank guarantee post signing of contract shall stand forfeited either fully or partially, as decided by the Indian Navy and the Indian Navy shall not be required to assign any reason therefore.



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(iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.

(iv) To recover all sums already paid by the Buyer, in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Base Rate of SBI and in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from the Buyer in connection with any other contract for any other defence stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

(v) To encash the Performance-cum-Warranty Bank Guarantee by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.

(vi) To cancel all or any other Contracts with the Bidder.

(vii) To Put on Hold or Suspend or Debar the Bidder as per the extant policy.

(viii) To recover all sums paid in violation of this Pact by Bidder(s) to any agent or broker with a view to securing the contract.

(ix) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to debar the Bidder from the bid process or rescind the contract without payment of any compensation to the Bidder. The term '**close relative**' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

(x) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Buyer and if he does so, the Buyer shall be entitled



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forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Buyer resulting from such rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

(xi) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Buyer with the Bidder, the same shall not be opened.

(b) The decision of the Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder.

11. **Fall Clause.**

(a) The Bidder undertakes that he has not supplied/ is not supplying the similar products/ Services, at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India and if it is found at any stage that the similar system products/ Services was supplied by the Bidder to any other Ministry/ Department of the Government of India at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Indian Navy, even if the contract has already been concluded.

(b) The Bidder shall strive to accord the most favoured customer treatment to the Indian Navy in respect of all matters pertaining to the present case.

12. **Independent Monitors.**

(a) The Buyer has appointed Independent Monitors for this Pact in consultation with the Central Vigilance Commission. The names and addresses of nominated Independent Monitors (at the time of issue of RFP) are as follows:-

(However, the vendor must refer to the MoD website at www.mod.nic.in to check for changes to these details):-

- (i) Shri Keshav Desiraju, IAS (UK: 1978) (Retd)
2A, Sreshta Raajeswari, 10 Balaji Nagar, 3rd Street,
Royapettah, Chennai
- (ii) Shri Arvind Kumar Awasthi, IAAS: 1975 (Retd)
A-32 Yarrows Apartment,
C-58/5, Sector-62 (Opp Metro Pillar No 62), Noida-201309
- (iii) Shri AK Manchanda, IRA: 1976 (Retd)

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B-3/60, 3rd Floor, Safdarjung Enclave, New Delhi-110029

(b) All communications to Independent Monitors will be copied to Director (Vigilance). The Designation and Contact details of Director (Vigilance) are as follows:-

Mr. P Shashi Kumar, DS (Vigilance), Room No. 340, B Wing
Sena Bhawan, New Rajai Marg, Delhi - 110011

(c) After the Integrity Pact is signed, the Buyer shall provide a copy thereof, along with a brief background of the case to the Independent Monitors, if required by them.

(d) The Bidder(s), if they deem it necessary, may furnish any information as relevant to their bid to the Independent Monitors.

(e) If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent Monitors for their comments/enquiry.

(f) If the Independent Monitors need to peruse the relevant records of the Buyer in connection with the complaint sent to them by the Buyer, the Buyer shall make arrangement for such perusal of records by the Independent Monitors.

(g) The report of enquiry, if any, made by the Independent Monitors shall be submitted to the head of the Acquisition Wing of the Ministry of Defence, Government of India for a final and appropriate decision in the matter keeping in view the provision of this Pact.

13. **Examination of Books of Accounts.** In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Indian Navy or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

14. **Law and Place of Jurisdiction.** This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Indian Navy i.e. New Delhi.

15. **Other Legal Actions.** The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Title and Risk of Loss. Article 10 of **Appendix 'B' to Chapter IX of DAP 2020** shall apply in respect of Title and Risks of Loss.



(Signature)
(BRIJESH MISHRA)
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17. **Validity.**

(a) The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the Indian Navy and the Bidder, whichever is later.

(b) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

18. The Parties hereby sign this Integrity Pact at _____ on _____.

BUYER

Ministry of Defence,
Government of India

Witness

1. _____

2. _____

BIDDER

(Chief Executive Officer)

Witness

1. _____

2. _____

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EMD BANK GUARANTEE FORMAT

Whereashereinafter called the "Bidder") has submitted their offer dated.....for the supply of (Hereinafter called the "Bid") against the Buyer's Request for proposal No. KNOW ALL MEN by these presents that WEofhaving our registered office atare bound unto(hereinafter called the "Buyer") in the sum offor which payment will and truly to be made to the said Buyer, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this..... day of20.....

The conditions of obligations are:-

1. If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.
2. If the Bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity.
 - (a) If the Bidder fails to furnish the Performance Security for the due performance of the contract.
 - (b) Fails or refuses to accept/execute the contract.
3. If the bidder violates Pre-Contract Integrity Pact.

WE undertake to pay the Buyer up to the above amount upon receipt of its first written demand, without the Buyer having to substantiate its demand, provided that in its demand the Buyer will note that the amount claimed by it is due to it owing to the occurrence of above mentioned conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of 18 months/ contract signing whichever is later and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank)
Name and designation of the officer

Seal, name & address of the Bank and address of the Branch



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Appendix 'E'

(Refers to Para 27/ Part II)

CERTIFICATE: MALICIOUS CODE

(To be rendered on the Company Letter head)

1. This is to certify that the Hardware and the Software being offered, as part of the Contract, does not contain embedded malicious code that would activate procedures to:-

- (a) Inhibit the desired and designed function of the equipment.
- (b) Cause physical damage to the user or equipment during the exploitation.
- (c) Tap information resident or transient in the equipment/ networks.

2. The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Rights (IPRs) are caused due to activation of any such malicious code in embedded software.

(Signed)

Designation/Name/Address of firm

Date:

Place:


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Appendix 'F'


(Refers to Para 7, Part I of RFP)

CRITERIA FOR VENDOR SELECTION / PRE-QUALIFICATION
(Only For Multi-Vendor Cases, Not applicable to DPSUs/PSUs)

The following parameters may be used, as a guideline for the Collegiate to adopt.

Ser	Parameter	Remarks
1.	Financial	
(a)	Credit Rating	Long term credit rating of CCR-BBB or better and SME-04 or better for SMEs as on 31st March of the previous financial year.
(b)	Average Annual Turn Over	Min Avg Annual Turnover for last 03 financial years, ending 31st March of the previous financial year, should not be less than Rs. 30 Crore of estimated annual outflow of project cost.
(c)	Net Worth	Net worth of entities, ending 31st March of the previous financial year, should not be less than Rs 13 Crores.
(d)	Insolvency	The entity should not be under insolvency resolution as per IBC at any stage of procurement process from the issuing of RFP to the signing of contract.
2.	Technical	
(a)	The Ship Builder/ Shipyard/ firm bidding for the contract should be Indian owned company and the vessel should be manned by Indian Crew only without exception.	
(b)	The firm should have the capacity and have conducted safe operations of similar nature in the past.	
(c)	Nature of Business	Manufacturing entity or System Integrator of defence equipment and not a trading company, except in cases where OEM participates only through its authorised Vendors.
(d)	Experience in related field	(i) Minimum experience of 05 Years of operating, manning and maintaining such vessels. (ii) List of similar works undertaken previously, if any, along with job completion certificates. (iii) Documents indicating capability to undertake the mentioned work.
(e)	Integration Experience	(i) Cases involving Integration – Where product involves integration, previous experience of not less than one year/ one project in integration of systems/ equipment shall be required.
3.	Others	
(a)	Industrial License	Possess or be in the process of acquiring a license, if the product under project requires license as per DIPP licensing policy.
	Registration	Registered for Min 02 Years, 01 years for MSMEs. Min no:of years not applicable for JVs constituted specifically for a project.




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Appendix G

(Refers to Para 36, Part IV of RFP)

DOCUMENTS TO BE SUBMITTED BY THE BIDDER ALONG WITH THEIR TECHNO-COMMERCIAL PROPOSALS

The list of documents which needs to be mandatorily submitted by the Bidders as part of Technical Proposal are placed below. Non-submission of the documents may result in disqualification of the Bidder from the bidding process.

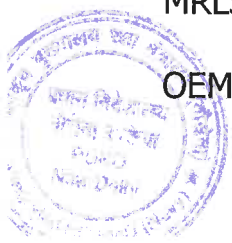
Ser	Reference	Document Description
1.	Para 5&6/ Part I of RFP	Undertaking by Bidder
2.	Para 7/ Part I and Appendix F of RFP	Pre-Qualification Criteria details
3.	Para 17/ Part I of RFP	Declaration by Bidder : Fall Clause
4.	Para 20/ Part I of RFP	Submission of The Techno Commercial Proposal along with IP and EMD should be sealed separately in three separate envelopes clearly indicating Commercial/Technical / IP and EMD and any other Bank Guarantee as applicable, and then put in one envelope and sealed
5.	Appendix B	Compliance Table
6.	Annexure I to Appendix C	Price Bid in Format as part of Commercial Proposal
7.	Annexure to Appendix D	Pre-Contract Integrity Pact and EMD
8.	Appendix E	Malicious Code Certificate

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GLOSSARY

AMC	Annual Maintenance Contract
AoN	Acceptance of Necessity
ATP	Acceptance Test Procedure
CNC	Contract Negotiation Committee
DAC	Defence Acquisition Council
DPB	Defence Procurement Board
DAP	Defence Acquisition Procedure
EMC	Electro Magnetic Compatibility
EMI	Electro Magnetic Interference
EPP	Enhanced Performance Parameters
ESP	Engineering Support Package
FET	Field Evaluation Trials
GoI	Government of India
IC	Indigenous Content
IDDM	Indigenously Designed & Developed Manufactured
IM	Indigenously Manufactured
IP	Integrity Pact
IPBG	Integrity Pact Bank Guarantee
LRU	Line Replaceable Unit
MET	Maintainability Evaluation Trial
MRLS	Manufacturer Recommended List of Spares
OEM	Original Equipment Manufacturer



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OTE	Open Tender Enquiry
PA	Production Agency
PCIP	Pre Contract Integrity Pact
PWBG	Performance cum Warranty Bank Guarantee
QA	Quality Assurance
RFP	Request for Proposal
TEC	Technical Evaluation Committee



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