

REQUEST FOR PROPOSAL

(Directorate of Network Centric Operations)

Invitation of Bids for Supply of Worldwide Ship (WWS) Database

Request for Proposal (RFP) No OC/5148/WWSD dated 22 Sep 23

1. Bids in sealed cover are invited by Directorate of Network Centric Operations for supply of items listed in Part II of this RFP. Please superscribe the above mentioned Title, RFP number and date of opening of the Bid on the sealed cover to avoid the Bid being declared invalid.

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

(a) Bids/ queries to be addressed to:-

**Commodore (NCO)
Directorate of Network Centric Operations
IHQ MoD (N)**

(b) Postal address for sending the Bids:

**Directorate of Network Centric Operations
Room No.5E, West Block IV
RK Puram Sector - I
New Delhi - 110066**

(c) Name/ designation of the contact personnel:

Lt Commander Bhumit Gadhvi, Lt Cdr (NCO)

(d) Telephone numbers of the contact personnel:


91-11-26172085

(e) E-mail id of contact personnel: **dnco@navy.gov.in**

(f) Fax number: **91-11-20863330**

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




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

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

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

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

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

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

Yours faithfully,

For and on behalf of the President of
India

(K Shankar)
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Commodore (NCO)



PART I – GENERAL INFORMATION

1. **Last date and time for depositing the Bid:-**

1500 H on 02 Nov 23

The sealed Bid should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.

2. **Manner of depositing the Bids.** Sealed Bid should be either dropped in the Tender Box marked as **FOR DNCO** at West Block IV, Sector 1, RK Puram, New Delhi or sent by registered post at the address given above so as to reach by the due date and time. Late tender will not be considered. No responsibility will be taken for postal delay or non-delivery/ non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).

3. **Time and date for opening of Bids:-**

1100 H (IST) on 03 Nov 23

(If due to any exigency, the due date for opening of the Bid is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).

4. **Location of the Tender Box:-**

Room No 5E, Wing 5, West Block IV, Sector 1, RK Puram, New Delhi 110066

Only the Bid that is found in the tender box will be opened. Bid dropped in the wrong Tender Box will be rendered invalid.

5. **Place of opening of the Bids:-**

Room No 5E, Wing 5, West Block IV, Sector 1, RK Puram, New Delhi 110066

The Bidder may depute his representatives, duly authorised in writing, to attend the opening of Bid on the due date and time. Rates and important commercial/technical clauses quoted by the Bidder will be read out in the presence of the representatives of the Bidder. This



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event will not be postponed due to non-presence of your representative.

6. **Two-Bid system.** In case of the Two-bid system, only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer.

7. **Forwarding of Bids.** The Bid should be forwarded by the Bidder under his original memo/ letter pad inter alia furnishing details like TIN number, GST number, Bank address with EFT Account if applicable, etc. and complete postal & e-mail address of their office.

8. **Clarification regarding contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than **14 (fourteen) days** prior to the date of opening of the bid. Copies of the query and clarification by the purchaser will be sent to the bidder.

9. **Modification and Withdrawal of Bids.** The bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

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

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



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12. **Unwillingness to quote.** In the event of the Bidder unwilling to quote, the Bidder should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.

13. **Validity of Bids.** The Bid should remain valid till **six (06) months** from the last date of submission of the Bid.

14. **Earnest Money Deposit.** The Bidder is required to submit Earnest Money Deposit (EMD) of **Rs 21,50,000.00 (Rs Twenty One Lakhs Fifty Thousand only)** along with this bid. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee in favour of "CNS Public Fund A/c (Contingency No.2)" payable at New Delhi from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request). EMD is to remain valid for a period of **forty-five days** beyond the final bid validity period. The Bid Security of the bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. **EMD is not required to be submitted by those Bidders who are registered for the same item/range of products/goods or services with the Central Purchase Organisation (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself.** The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.

15. **Certificates by Vendor.** It is mandatory for the vendor to fill up and submit the compliance matrix (**Appendix 'A'**), Certificate of Malicious Code (**Appendix 'B'**) and Fall Clause Certificate (**Appendix 'C'**) along with the bid.




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PART II – ESSENTIAL DETAILS OF SERVICES REQUIRED

1. **Schedule of Requirements**

The Integrated Headquarters of Ministry of Defence (Navy) herein referred to as IHQ of MoD (N) Government of India invites bid in a sealed cover for supply of items as under:-

Ser	Item	Qty	Remarks
(a)	Worldwide Ship (WWS) Database	01 User license	For Three (03) years. Monthly updates required


2. **Technical Details.**

(a) The complete aforesaid solution is to be provided on a '**Turnkey**' basis by the firm, who shall be responsible for its execution and management as a single point solution provider and the sole prime contractor. The firm to provide this data to the *IN* through an **external Hard Disk Drive (HDD) periodically or through an online secure FTP service** provided at Directorate of Network Centric Operations (DNCO), New Delhi/ Information Management and Analysis Centre (IMAC), Gurgaon. In addition, the data should be **complete (textual as well as image data) and readily available for download without any APIs.**

(b) The database should be capable of being integrated with Maritime Domain Awareness- Decision Support System (MDA-DSS) software in use by *IN*. *The database shall be embedded in the software through the export mechanism of the MDA-DSS software and shall be accessed through the software. The data formats of the database apart from being shared with IN will also be shared with M/s Bharat Electronics Limited (BEL), the OEM of the MDA-DSS software. In addition, the database should not pose any restriction for use/access over secure networks or in standalone mode when embedded in the software.*

(c) **Data Fields and Format.** The data format of the WWS database being supplied should be in '**csv**' format. Any alteration to the data format (as requested by *IN*/ BEL) has to be undertaken free




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of charge and the database with the new format has to be delivered within 30 days from the day the request for change gets initiated by *IN*. The data fields are listed at **Annexure 1**.

(d) **Changes in Data fields.** The user (*IN*) reserves the right to change a maximum of 20 data fields of data with other data fields which become available in due course of time/ are already available and not subscribed for at no additional cost and the database with the new data fields has to be delivered within 30 days from the day the request for change gets initiated by *IN*.

(e) **Additional Data fields.** *IN* reserves the right to subscribe to a maximum of 10 additional data fields over and above those listed at Annexure at no additional cost and the database with the new data fields has to be delivered within 30 days from the day the request for change gets initiated by *IN*.

(f) **Value Additions.** As *IN* is entering into a contract for 03 (three) years for WWS database, any value additions, which may happen over this period, like availability of data of additional type of vessels eg fishing vessels etc or any other relevant data over and above the one subscribed for shall be made available to the user for use and exploitation for trial proposes for a period of 90 days free of cost.


(g) It should be able to recognise all types of vessels and should be able to quickly give details of the vessel as per Annexure. The data should also contain colour photographs, various profiles, line drawings and silhouette images to support ship recognition.

(h) The database should be updated on monthly basis.

(j) The operating Directorate on behalf of the *IN* will be DNCO at IHQ of MoD (Navy) located at Room no. 5E, West Block IV, Wing 5, Sector 1, RK Puram, New Delhi -110066.

(k) **Security.** The Seller is to ensure security and authentication of the data transmitted to IHQ MoD (N)/DNCO. In addition, a certificate of malicious code as per format at **Appendix 'B'** is required to be submitted by the bidder.




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(l) **License.** One user license for pan Indian Navy use is to be provided by the Seller.

(m) **Satisfaction of both Parties.** The 'Seller' is to provide the service as set forth in this RFP to the full and complete satisfaction of the customer, ie IHQ MoD (Navy).

3. **Two-Bid System.** In respect of Two-bid system, Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. The Bidders are advised to submit the compliance statement in the following format along with Technical Bid:-

Para of RFP specifications item-wise	Specification of item offered	Compliance to RFP specification – whether Yes / No	In case of noncompliance, deviation from RFP to be specified in unambiguous terms


4. **Delivery Period.** Delivery period for supply of items would be **One month** from the effective date of contract. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

5. **Consignee details.**

**The Principal Director
Directorate of Net Centric Operations
Room 5E, Wing 5, West Block IV
Sector 1, RK Puram
New Delhi - 110066**

6. Unless otherwise specifically agreed to by the Buyer and the Seller and incorporated in the contract, the applicable rules & regulations for transportation of goods from foreign countries will be as per the contemporary version of International Commercial Terms (INCOTERMS)




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evolved by International Chamber of Commerce, Paris. Definition of Delivery Period is given below:-

- (a) **Terms of Delivery.** INCOTERM **DDP** (New Delhi) – **Local Delivery at site**
- (b) **Date of Delivery.** The date on which the delivery is made at the consignee's site mentioned in the contract.




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Part III – Standard Conditions of RFP

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

1. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract.** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of contract.
3. **Arbitration.** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Form DPM-7 (for Indian Bidders) and DPM-8 (for Foreign Bidders available in MoD website and can be provided on request).
4. **Penalty for use of Undue influence.** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the




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clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

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

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

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

(a) The delivery of the services is delayed for causes not attributable to Force Majeure for more than **two (02) months** after the scheduled date of delivery.

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

(c) The delivery of services is delayed due to causes of Force Majeure by more than **four (04) months** provided Force Majeure clause is included in contract.

(d) The Buyer has noticed that the Seller has utilised the services of any Indian/ Foreign agent in getting this contract and paid any commission to such individual/ company etc.

(e) As per decision of the Arbitration Tribunal.

10. **Notices.** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be



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sent by fax or registered pre-paid mail/ airmail, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Sub-letting.** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

12. **Patents and other Industrial Property Rights.** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

13. **Amendments.** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14. **Taxes and Duties**

(a) **In respect of foreign bidders.** All taxes, duties, levies and charges which are to be paid for the delivery of goods, including advance samples, shall be paid by the parties under the present contract in their respective countries.

(b) **In respect of Indigenous bidders**

(i) **General.**

(aa) Bidder must indicate separately the relevant Taxes/ Duties likely to be paid in connection with delivery of complete services specified in RFP. In absence of this, the total cost quoted by them in their bids will be taken into account in the ranking of bids.



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(ab) If a Bidder is exempted from payment of duty/ tax up to any value of supplies from them, he should clearly state that no such duty/ tax will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/ quantum of any Duty/ tax, it should be brought out clearly. In such cases, relevant certificate will be issued by the Buyer later to enable the Seller to obtain exemptions from taxation authorities.


(ac) Any change in taxes and duties levied by Central/ State/ Local governments such as CGST/ SGST/ IGST etc on final product upward as a result of any statutory variation taking place within contract period shall be allowed reimbursement by the Buyer, to the extent of actual quantum of such duty/ tax paid by the Seller. Similarly, in case of downward revision in any such duty/ tax, the actual quantum of reduction of such duty/ tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc, if any, obtained by the Seller.

(ad) Levies, taxes and duties levied by Central/ State/ Local governments such as CGST/ SGST/ IGST etc on final product will be paid by the Buyer on actuals, based on relevant documentary evidence. Taxes and duties on input items will not be paid by Buyer and they may not be indicated separately in the bids. Bidders are required to include the same in the pricing of their product.

(ii) **Customs Duty.**

(aa) For imported stores offered against forward delivery, the Bidder shall quote prices thereof exclusive of customs duty. The Bidder shall specify separately the C.I.F. prices and total amount of customs duty payable. They will also indicate correctly the rate of customs duty applicable along with Indian Customs Tariff Number. Customs duty as actually paid will be reimbursed on production of




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necessary documents i.e. (i) Triplicate copy of the bill of entry; (ii) copy of bill of lading; (iii) a copy of foreign principal's invoice. However, if the Bidder imports the stores in question against his own commercial quota Import Licences, he will also be required to submit in addition the triplicate copy of bills of entry etc. a certificate from his Internal Auditor on the bill itself, to the effect that the following items/quantity in the bill of entry related to the stores imported against Defence Buyer contract number..... dated.....

(ab) Subsequent to the reimbursement of customs duty, the Bidder will submit to the concerned Payment Authority a certificate to the effect that he has not obtained any refund of customs duty subsequent to the payment of duty to the Customs authority by him. In addition, he shall also submit to the Paying Authority concerned a certificate immediately after a period of three months from the date of payment of the duty to customs authorities to the effect that he has not applied for refund of the customs duty subsequent to the payment of duty to the customs authorities by him.

(ac) In case the Bidder obtains any refund of customs duty, subsequently to the payment of the same by him to the customs authorities and reimbursement of the customs duty to him by the Payment Authority, he should forthwith furnish the details of the refund obtained and afford full credit of the same to the Buyer.

15. **Pre-Integrity Pact Clause.** An "Integrity Pact" would be signed between the Ministry of Defence/Buyer and the Bidder for purchases exceeding **Rs.100 crores**. This is a binding agreement between the Buyer and Bidders for specific contracts in which the Buyer promises that it will not accept bribes during the procurement process and Bidders promise that they will not offer bribes. Under this Pact, the Bidders for specific services or contracts agree with the Buyer to carry out the procurement in a specified manner. The Format of Pre-Integrity Clause will be as per Form DPM-10 (Available in MoD website, and can be provided on request). The essential elements of the Pact are as follows:



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- (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 "Bidder");
- (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 to disclose all payments made in connection with the Contract in question to anybody (including agents and other middlemen as well as family members, etc., of officials); the disclosure would be made either at the time of submission of Bids or upon demand of the Principal, especially when a suspicion of a violation by that Bidder emerges;
- (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) Undertaking on behalf of a Bidding company will be made "in the name and on behalf of the company's Chief Executive Officer".
- (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 contracts;
 - (ii) Forfeiture of the Bid security and performance bond;
 - (iii) Liability for damages to the principal and the competing Bidders; and
 - (iv) Debarment of the violator by the Principal for an appropriate period of time.
- (h) Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour and compliance program for the implementation of the code of conduct throughout the company).



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16. **Input Tax Credit / Anti-Profiteering Clause.** The seller confirms that any decrease in the total costs due to changes in the tax structure after implementation of GST or due to benefit of Input Tax Credit during the period of contract, will be passed to the buyer.



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Part IV – Special Conditions of RFP


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

1. Performance Guarantee.

(a) **Indigenous cases.** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to **3% (three percent) of the contract value within 30 days of receipt of the confirmed order.** Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).

(b) **Foreign cases.** The Seller will be required to furnish a Performance Guarantee by way of a Bank Guarantee from Seller's Bank through an internationally recognised first class Bank in favour of the Government of India, Ministry of Defence to be confirmed by public sector bank or a private sector bank authorized to undertake government transactions (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) equal to **3%(three percent) of the total value of the contract value.** Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The Performance Bank Guarantee shall be considered open upon receipt by the Buyer's Bank. In case any claims or any other contract obligations are outstanding, the Seller will extend the Performance Bank Guarantee as asked for by the Buyer till such time as the Seller settles all claims and completes all contract obligations. The Performance Bank Guarantee will be subject to encashment by the Buyer, in case the conditions regarding adherence to delivery schedule, settlement of claims and other provisions of the contract are not fulfilled by the Seller. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).




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2. **Tolerance Clause.** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to 10% plus/ minus increase or decrease the quantity of the required goods/ services up to that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

3. **Payment Terms.** It will be mandatory for the Bidder to indicate their bank account number and other relevant e-payment details so that payments could be made through ECS/ EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). The payment will be made **annually**, on production of the requisite documents.

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

5. **Paying Authority.**

(a) The payment authority will be **CDA Navy/ CG, West Block V, RK Puram, New Delhi**. The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:-

- (i) Ink-signed copy of contingent bill/ Seller's bill.
- (ii) Ink-signed copy of Commercial invoice/ Seller's bill.
- (iii) Copy of Supply Order/ Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
- (iv) CRVs in duplicate.
- (v) Inspection note.



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(vi) Claim for statutory and other levies to be supported with requisite documents/ proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ ESIC contribution with nominal roll of beneficiaries, etc as applicable.

(vii) Exemption certificate for Excise duty/ Customs duty, if applicable.

(viii) Bank guarantee for advance, if any.

(ix) Guarantee / Warranty certificate.

(x) Performance Bank guarantee/ Indemnity bond where applicable.

(xi) DP extension letter with CFA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.

(xii) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).

(xiii) Any other document/ certificate that may be provided for in the Supply Order/ Contract.

(xiv) User Acceptance - Certificate from PDNCO/ Rep at IHQ MoD (N).

(xv) Photocopy of PBG.

6. **Fall Clause.** The following Fall clause will form part of the contract placed on successful Bidder:-

(a) The price charged for the stores/ services supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores/ services or offers to sell stores/ services of identical description to any persons/ Organisation including



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the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all Supply Orders placed during the currency of the rate contract is completed.

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

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

(c) The Seller shall furnish the certificate placed at **Appendix 'C'** to the Paying Authority along with each bill for payment for supplies made against the Rate contract.



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8. **Exchange Rate Variation Clause.**

(a) Detailed time schedule for procurement of imported material and their value at the FE rates adopted for the contract is to be furnished by the foreign Bidder as per the format given below:-

Year	Total cost of material	FE content outflow (Equivalent in Rupees - crores)		
		Dollar denominated	Euro denominated	Other currencies denominated

(b) ERV will be payable/refundable depending upon movement of exchange rate with reference to exchange rate adopted for the valuation of the contract. Base exchange rate of each major currency used for calculating FE content of the contract will be the BC Selling rate of the State Bank of India on the date of the opening of Price Bids.

(c) The base date for ERV would be contract date and variation on the base date will be given upto the midpoint manufacture unless Bidder indicates the time schedule within which material will be exported by them. Based on information given above, the cut-off date/dates within the Delivery schedule for the imported material will be fixed for admissibility of ERV.


(d) ERV clause will not be applicable in case delivery periods for imported content are subsequently to be refixed /extended.

(e) The impact of notified Exchange Rate Variation shall be computed on an yearly basis for the outflow as mentioned by the vendor in their tender and shall be paid / refunded before the end of the financial year based on the certification of the Buyer.

9. **Risk & Expense Clause.**

(a) Should the stores/ services or any instalment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores/ services or any instalment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to




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recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

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

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

(i) Such default.

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

(d) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed **50%** of the value of the contract.

10. **Force Majeure Clause.**

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



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

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.


(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organisation of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hitherto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

11. **Specification.** The following specification clause will form part of the contract placed on successful Bidder:-

The Seller guarantees to meet the specifications as per Part-II of RFP and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer Services as per modifications/ requirements recommended after the Evaluation Trials. All technical literature shall be amended as the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical upgradation/ alterations in the design and specifications due to change in procedures, indigenisation or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, and usage/ operating techniques along with necessary tools as a result of upgradation/ alterations will be provided to the Buyer free of cost within (**30**) days of affecting such upgradation/ alterations.




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18. **Franking Clause.** The following Franking clause will form part of the contract placed on successful Bidder: -

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

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

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

(a) The claims may be presented either: (i) on quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing, or (ii) on quality of the stores/ services/ data, where quality does not correspond to the quality mentioned in the contract.

(b) The quantity claims for deficiency of quantity shall be presented within 45 days of completion of JRI and acceptance of goods. The quantity claim shall be submitted to the Seller as per Form DPM-22 (Available in MoD website and can be given on request).

(c) The quality claims for defects or deficiencies in quality noticed during the JRI shall be presented within 45 days of completion of JRI and acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 45 days after expiry of the guarantee period. The quality claims shall be submitted to the Seller as per Form DPM-23 (Available in MoD website and can be given on request).

(d) The description and quantity of the stores are to be furnished to the Seller along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented



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claim. The Seller will settle the claims within 45 days from the date of the receipt of the claim at the Seller's office, subject to acceptance of the claim by the Seller. In case no response is received during this period the claim will be deemed to have been accepted.

(e) The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location under Seller's arrangement.

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

(g) The quality claims will be raised solely by the Buyer and without any certification/ countersignature by the Seller's representative stationed in India.

20. **Warranty.**

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

(i) Except as otherwise provided in the invitation tender, the Seller hereby declares that the goods, stores articles sold/ supplied to the Buyer under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/ mentioned in contract. The Seller hereby guarantees that the said goods/ stores/ articles would continue to conform to the description and quality aforesaid for a period of 12 months from the date of delivery of the said goods stores/ articles to the Buyer or 15 months from the date of shipment/ dispatch from the Seller's works whichever is earlier and that notwithstanding the fact that the Buyer may have inspected and/ or approved the said goods/ stores/ articles, if during the aforesaid period of 12/15 months the said goods/ stores/ articles be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated, and the decision of the Buyer in that behalf shall




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be final and binding on the Seller and the Buyer shall be entitled to call upon the Seller to rectify the goods/ stores/ articles or such portion thereof as is found to be defective by the Buyer within a reasonable period, or such specified period as may be allowed by the Buyer in his discretion on application made thereof by the Seller, and in such an event, the above period shall apply to the goods/ stores/ articles rectified from the date of rectification mentioned in warranty thereof, otherwise the Seller shall pay to the Buyer such compensation as may arise by reason of the breach of the warranty therein contained.

(ii) The seller is required to provide comprehensive on-site warranty for the hardware/ software as follows:-

(aa) **Hardware.** Comprehensive onsite warranty for **three years** is to be provided.

(ab) **Software.** Comprehensive onsite support for the software is to be provided for **three years**.

(iii) Warranty to the effect that before going out of production for the spare parts they will give adequate advance notice to the Buyer of the equipment so that the latter may undertake the balance of the lifetime requirements.


(iv) Warranty to the affect that they will make available the blue prints of drawings of the spares if and when required in connection with the main equipment.

21. **Product Support.** The following Product Support clause will form part of the contract placed on the Bidder: -

(a) The Seller agrees to provide **24x7 Product Support** for the stores, assemblies/ sub-assemblies, fitment items and consumables, Special Maintenance Tools (SMT)/ Special Test Equipment (STE) subcontracted from other agencies/ manufacturer by the Seller for a maximum period of **three years** after the delivery of service.

(b) In the event of any obsolescence during the above mentioned period of product support in respect of any component or sub-system,




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mutual consultation between the Seller and Buyer will be undertaken to arrive at an acceptable solution including additional cost, if any.

(c) Any improvement/ modification/ up gradation being undertaken by the Seller or their sub suppliers on the stores/ equipment being purchased under the Contract will be communicated by the Seller to the Buyer and, if required by the Buyer, these will be carried out by the Seller at Buyer's cost.

(d) The Seller agrees to provide **24x7 Engineering Support Package** as modified after confirmatory Maintenance Evaluation Trials (METs). The Seller agrees to undertake the repair and maintenance of the equipment, SMTs/ STEs test set up, assemblies/ sub-assemblies and stores supplied under this contract for a period of **three years** specified or provision of complete Engineering Support Package to the Buyer, as per terms and conditions mutually agreed between the Seller and the Buyer.



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Part V – Evaluation Criteria & Price Bid issues

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

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

(b) In respect of Two – Bid system, the technical bids forwarded by the bidders will be evaluated by the Buyer with reference to the technical characteristics of the services mentioned in the RFP. The compliance of the technical bids would be determined on the basis of parameters specified in the RFP.

(c) The lowest bid will be decided upon the price quoted by the Bidder as per the Price Format given at Para 2 below.

(d) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

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

2. **Commercial Bid Format.** Format for commercial bid is placed at **Appendix 'D'**.



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Annexure- 1

(Refers to Part II Para 2 C)

DATA FIELDS CATEGORIES FOR WWS DATABASE

Ser	Categories	Description
1.	Vessel Characteristics	Record of vessels fields and their key attributes. (e.g. IMO number, Vessel name, Current flag, Vessel type etc.) Details relating to a vessel's overall dimension such as length, breadth, draft, freeboard etc.) Detail relating to a vessel's super structure such as hull type, built material, speed etc. Detail relating to key movements in a vessel's history, such as order date, vessel builder, broken/loss date, breaker company, breaker place etc. Details on the naming history for each vessels. Detail on the flag history of each vessel. Primary engine records for vessels including additional engine information specific to the engine. Details on propellers installed on a vessels. Inmarsat satellite control details for vessels.
2.	Vessel Movements	Current and historic vessel movement information recorded (port calls).
3.	Vessel Ownership	Basic information on current owners and operators of vessels. History of each vessel's owners and operators throughout the years
4.	Company details	Basic details on companies including company office address (where known) and contact details.
5.	Vessels casualties	A historic view of the casualty alerts based on report incidents.
6.	Port state control	Historic port state control inspections and arrests for vessels.
7.	Vigilance and risk	Any vigilance/ risk related information/ score wrt vessels including the contributing factors to that information/ score.
8.	Sanctions	Information on vessel and organisation sanctions as reported by major sanctioning bodies globally including details on other names which may be used by the vessel, company or person related the sanction record.



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Appendix 'A'

(Refers to Part I Para 15)

COMPLIANCE MATRIX BY THE VENDOR**(It is mandatory to submit this compliance matrix, failing which the Buyer reserves the right to reject the bids submitted)**

Ser	Clause	Compliance	Yes/No
1.	Para 7 Part I of RFP. Documentary proof of GST/ TIN/ VAT/ or any other registration by any government organisation mandatory for executing the contract should be enclosed.	Self-attested documentary proof attached	
2.	Para 14 Part I of RFP – EMD In case vendor is registered with DGS&D, NSIC or any other Govt organisation, please enclose self-attested copy of valid registration certification	Self-attested documentary proof attached	
3.	Part II of RFP - Confirmation to all technical specifications and requirements	Please specify variations if any clearly in the technical bid	
4.	Para 5 & 6 Part IV of RFP	Acceptance of Payment terms	
5.	Para 8 Part IV of RFP	Acceptance of Fall Clause and certificate has been signed and submitted as per enclosed format	

Office Stamp

Place: _____

Date: _____

**Signature of Bidder**

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Appendix 'B'

(Refers to Part II Para 2(k))

CERTIFICATE ON MALICIOUS CODE

(This certificate is to be rendered on company's letterhead)

1. This is to certify that the software being offered as part of the contract does not contain any kind of malicious code that would activate procedures to:-

(a) Inhibit the desired and the designed function of the equipment/data.

(b) Cause physical damage to the user or his equipment/ data/ software during the operational exploitation of the equipment.

(c) Tap information regarding network, network users and information stored on the network that is classified and/or relating to National Security, thereby contravening Official Secrets Act 1923.

2. There are no Trojans, Viruses, Worms and Spywares or any malicious software on the system and in the software developed.

3. This firm is liable in case of physical damage, loss of information and those relating to copyright and Intellectual Property rights (IPRs), caused due to activation of any such malicious code in embedded / shipped software.

(Signed)

Date: - Designation

Place: - Name and address of firm

Company Seal

(Authorised Signatory)

Place: _____

Date: _____



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Appendix 'C'

(Refers to Part IV Para 8(c))

CERTIFICATE OF FALL CLAUSE
(It is mandatory to submit this Certificate, failing which the bids will be rejected)

"We certify that there has been no reduction in sale price of the stores/ services of description identical to the stores/ services supplied to the Government under the contract herein and such stores/ services have not been offered/ sold by me/ us to any person/ organisation including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/ the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract."

Office Stamp

Place: _____

Date: _____

**Signature of Bidder**

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Appendix 'D'
(Refers to Part V Para 2)

FORMAT FOR COMMERCIAL BID

Commercial Bid Format (To be used for L-1 determination). The commercial bid for Supply of Worldwide Ship Database (WWSDB). The taxes have to be mentioned separately. The price Bid Format in general is given below and Bidders are required to fill this up correctly with full details, as required under Part-II of RFP :-

Ser	Description	Amount
(a)	WWS database for 1 st year	
(b)	WWS database for 2 nd year	
(c)	WWS database for 3 rd year	
(d)	Total	
(e)	Taxes	
(d)	Grand Total	

Note: - Determination of L-1 will be done based on total of basic prices (not including taxes) of all items/requirements as mentioned above. GST to be indicated and will be based on the rates notified by the government.

Office Stamp

Place: _____

Date : _____



Signature of Bidder

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