

Telephone: 022-22751468

Reply should be addressed to  
The Flag Officer Commanding-in-Chief (for CCSO)

Headquarters,  
Western Naval Command,  
Ballard Pier, Tiger Gate  
Naval Dockyard  
Mumbai - 400001

SC/2617/14/MPV

01 Dec 16

M/s \_\_\_\_\_  
\_\_\_\_\_

**REQUEST FOR PROPOSAL**  
**HIRING OF SUPPORT VESSEL FOR COASTAL SECURITY AT WNC**

**Invitation of Bids for Hiring of Services of one Support Vessel (Multi-Purpose Vessel (MPV)) of not less than 40 Ton Bollard Pull (TBP) capacity for providing technical, logistics and communication support to Indian Navy for coastal security for a period of two years.**

**Amended Request for Proposal (RFP) No. SC/2617/14/MPV dated 01 Dec 16**

1. Bids in sealed cover are invited for hiring of services of one Support Vessel (**Multi-Purpose Vessel (MPV)**) of not less than 40 Ton Bollard Pull (TBP) capacity for providing technical, logistics and communication support to Indian Navy, including towing of naval ships, yard craft, auxiliary vessels, pontoon, fenders etc, as per specifications listed at Part II of this RFP. Please super-scribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.

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

(a) Bids/queries to be addressed to: The Flag Officer Commanding-in-Chief, Western naval Command (for CCSO) Headquarters, Western Naval Command, Ballard Pier, Naval Dockyard Mumbai - 400001.

(b) Postal address for sending the Bids: Office of the CCSO, Headquarters, Western Naval Command, Ballard Pier, Naval Dockyard, Mumbai - 400001.

(c) Name/designation of the contact personnel - Capt (IN) Nitesh Garg, CCSO.

(d) Telephone numbers of the contact personnel - 022-22751468.

(e) e-mail id of contact personnel - wncjocmb@navy.gov.in

(f) Fax number - 022-22640367.

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

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

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

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

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

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

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

Sdxxx  
(KS Balaji)  
Commander  
Command Coastal Security Officer

## **PART I - GENERAL INFORMATION**

1. **Last date and time for depositing the Bids.** 27 Dec 16 by **1200 hrs.** The sealed Bids (both Technical and Commercial) should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.
2. **Manner of depositing the Bids.** Sealed Bids should be either dropped in the Tender Box marked as "**BID FOR MULIPURPOSE SUPPORT VESSEL**" or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered.
3. **Time and date for opening of Bids.** 27 Dec 16 by **1500 hrs.** (Same day as for bid deposit) (If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).
4. **Location of the Tender Box.** INS Angre/ Main Gate Entrance (Near RBI). Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.
5. **Place of opening of the Bids.** **JOC (Mumbai)** (1<sup>st</sup> Floor, In-living Block, INS Angre). The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.
6. **Two-Bid System.** Two-Bid system will be followed in two parts as follows:-
  - (a) Technical Bid consisting of all technical details along with commercial terms and conditions.
  - (b) Financial Bid/ Price Bid indicating item-wise price for the terms mentioned in the technical bid and all other commercial terms and conditions.
  - (c) The Technical Bids will be opened at the time and date mentioned above and evaluated in the first instance. At the second instance, Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer. Date and Time of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids.
7. **Forwarding of Bids.** Bids should be forwarded by Bidders under their original memo /letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc. and complete postal & e-mail address of their office.
8. **Clarification regarding contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify the Buyer in writing about the clarifications sought not later than 21 days (twenty one), 06 Dec 16 days prior to the date of opening of the Bids Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.

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

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

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

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

13. **Validity of Bids.** The Bids should remain valid for **180** days from the date of opening the tender.

14. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs. 40,00,000.00 (Rupees Forty Lakhs only)** along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-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. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender. EMD is to be submitted along with the Technical Bid. Details of Account Holder's Name - **Base Logistics Office Mumbai**, Account Number - **33887307868**, IFSC Code - **SBIN000300**, Name and Address of Branch - **SBI Mumbai Main Branch**. DD in favour of Principal Controller Defence Accounts, PCDA (N) is also acceptable.

15. **Technical Pre-Requisite.** The firm offering bids for the Services of one MPV of not less than 40 Ton Bollard Pull (TBP) capacity is required to submit the following:-

- (a) Minimum experience of 05 Years of operating such vessels.
- (b) Details of Turnover (As per CVC guideline dated 17 Dec 2002). (No. 12-02-1-CTE-6). The prospective bidders should have completed threes similar works costing not less than Rupees 8.5 Crores OR two similar works costing not less than Rupees 10.5 Crores OR one similar work costing not less than Rupees 17 Crores.
- (c) List of similar works undertaken previously, if any, along with job completion certificates.
- (d) Documents indicating capability to undertake the mentioned work.

(e) The firm should have the capacity and have conducted safe operations of similar nature in the past.

16. **Pre-Bid Meeting.** Pre-Bid Meeting will be held at 1200 hrs on 07 Dec 16 at JOC (Mumbai) (1<sup>st</sup> Floor, In-living Block, INS Angre) to clarify technical issues prior submission of quotes, firms may depute representatives to attend the meeting.

## **PART II - ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED**

1. **Schedule of Requirements.** Services of one Support Vessel of not less than 40 Ton Bollard Pull (TBP) capacity for providing technical, logistics and communication support to Indian Navy for coastal security, including towing of naval ships, yard craft, auxiliary vessels, pontoon, fenders etc. The vessel may be used for any purpose deemed suitable by the buyer. The support vessel would function as a Multi-Purpose Vessel (MPV). Details of technical requirements are as under.

2. **Technical Details.** The MPV should conform to the technical specifications enclosed as **Annexure I.**

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 on a company letter head:-

Para of RFP Specification item-wise	Specifications of item offered	Compliance to RFP specification - whether Yes / No	In case of non-compliance, deviation from RFP to be specified in unambiguous terms
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4. **Delivery Period.** Overall Delivery period for supply of services with its crew for exploitation ( commencement of charter) would be **30 days/as** agreed upon from the date of signing 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. The vessel is to be made available for on hire survey at least ten days prior to the completion of the delivery period (30 days). The survey of the vessel is to be completed within three days of the vessel being available and all issues highlighted by the Buyer are to be liquidated by the Seller within seven days and before completion of the overall delivery period., i.e. 30 days from the date of signing of contract. The charter would commence after 30 days of signing of contract. To amplify, post signing of contract the vessel is to be delivered within 20 days. The buyer is to complete the on-hire survey within 3 days and the Seller is to liquidate all observations of the Buyer within 7 days (post completion of on-hire survey), so as to enable commencement of charter from the 31<sup>st</sup> day after signing of the contract.

5. **International Commercial Terms(INCOTERMS) for Delivery and Transportation-** ("E"/"F"/"C"/"D" Terms). CIP Mumbai 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) evolved by International Chamber of Commerce, Paris.

6. **Consignee Details.**

The Flag Officer Commanding-in-Chief  
(for Command Coastal Security Officer)  
Headquarters, Western Naval Command  
Ballard Pier, Near Tiger Gate  
Naval Dockyard, Mumbai – 400001

**PART III - STANDARD CONDITIONS OF RFP**

1. 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.

2. **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.

3. **Effective Date of the Contract.** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

4. **Arbitration.** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available at MoD website and can be provided on request).

5. **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 anyone employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

6. **Agents / Agency Commission.** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

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

8. **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.

9. **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.

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

- (a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than seven days after the scheduled date of delivery.
- (b) The Seller is declared bankrupt or becomes insolvent
- (c) The delivery of material is delayed due to causes of Force Majeure by more than **07 days** or **as agreed upon by both parties** 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.

11. **Notices.** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

12. **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.

13. **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.

14. **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.

15. **Taxes and Duties**

(i) **General**

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

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

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

(ad) If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by him upto the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presented not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such charged by him even if the same becomes applicable later on. In respect

of the Bidders, who fail to comply with this requirement, their quoted is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

(ae) Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

(ii) **Sales Tax / VAT / Service Tax**

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

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

(ac) Service tax is not applicable. All firms to quote exclusive of service tax.

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

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

(ab) In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the seller to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the buyer without delay together with a copy of the relevant act or by laws/notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

## **PART IV - SPECIAL CONDITIONS OF RFP**

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

1. **Performance Guarantee.** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the Annual 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 completion of contract.** The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request). Details of Account Holder's Name - **Base Logistics Office Mumbai**, Account Number - **33887307868**, IFSC Code - **SBIN0000300**, Name and Address of Branch - **SBI Mumbai Main Branch**. DD in favour of Principal Controller Defence Accounts, PCDA (N) is also acceptable.

2. **Payment Terms.** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). **The payment will be made monthly after submission of invoice together with satisfactory performance certificate.**

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

4. **Paying Authority.** PCDA (Navy)

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

(i) Ink-signed copy of 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) Work completion certificate/ Satisfactory Performance Certificate. Annexure 1, Clause (p) refers.

(v) Inspection note.

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

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

(viii) Guarantee / Warranty certificate.

- (ix) Performance Bank Guarantee / Indemnity bond where applicable.
- (x) 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.
- (xi) 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).
- (xii) Any other document / certificate that may be provided for in the Supply Order / Contract.
- (xiii) User Acceptance.

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

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

(a) The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons/Organization including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.

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

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

(c) The Seller shall furnish the following certificate to the Paying Authority along with each **bill for payment for services rendered** against the contract – “We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the

Government under the contract herein and such stores have not been offered/sold by me/us to any person/organisation including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract except for quantity of stores categories under sub-clauses (a),(b) and (c) of sub-para (ii) above details of which are given below”.

6. **Risk & Expense Clause.**

(a) Should the services not be rendered within the time or times specified in the contract documents, or if defective delivery is made in respect of the services, the Buyer shall after granting the Seller **07** days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

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

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

(i) Such default.

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

(d) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed 5% of the value of the contract."

7. **Rate of Penalty.** The penalty charges wherever specified in the RFP would entail deduction of that day's daily hiring charges and penalty of 100 % daily hiring charges over and above.

8. **Allowed Maintenance and Breakdown Period.** As per Annexure 1, Clause (q) and (r).

9. **Insurance.** 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 on the West Coast of India. The Indian Navy is to be the co-assured in the Policy as Charterer. Salvage insurance is not required to be undertaken for the entire period of the charter and additional charges

incurred for salvage insurance, if vessel utilized for salvage operations, would be reimbursed by the Buyer on actuals.

10. **Evidence Of Insurance.** The Tenderer is to procure at his cost and risk, Insurance Policies listed below in which the Indian Navy is named as Co-assured with a comprehensive "Waiver of Subrogation" Clause in favour of the Indian Navy:-

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

(d) Events that are insurable and not otherwise covered in items (a) to (c)

11. (a) Insurance obtained by the Vendor in accordance with this Article will be maintained with the insurer, and on terms consistent with Good Industry Practices. All insurance policies obtained by the Vendor shall include a primary and non-contributing endorsement. The general liability insurance is to name the Indian Navy as the additional insured. The Vendor is to furnish to Indian Navy, copies of certificates of insurance, insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) signed by an authorized representative of the insurer and copies of all premium payment receipts in respect of such insurance received from each insurance carrier.

(b) The Vendor is to pay the premium payable on such insurance policy( ies) so as to keep the policy (ies) in force and valid throughout the contract period and furnish copies of the same to the Indian Navy. Insurance Policy (ies) shall not be cancelled, changed or allowed to be lapsed / expired till the expiry of the contract period. In the event of Insurance Policy (ies) being cancelled, changed, lapsed or expired, the Vendor shall not be allowed to operate the craft and no hire charges will be paid for that period and the applicable penalty will be imposed. It will be the sole responsibility of the Vendor to ensure that the insurance is kept valid throughout the period of contract. In case of any damages arising during the contract, and the insurance certificate is not kept valid, the cost of repairs will be borne by the Vendor. In case the Vendor fails to comply with all implied and express warranties in all the Policies of Insurance, the adverse impact of such breach will be the sole responsibility of the Vendor who shall make every endeavour to immediately rectify the breach of warranty and obtain an endorsement to such effect from concerned Insurer and intimate the same to the Indian Navy.

12. **Manning:**

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

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

(c) The Vendor shall operate the MPV, as per the instructions of the authorized 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) 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 hiring 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 craft. The vendor will then be required to arrange for suitable replacement within 72 Hrs failing which the contract will be terminated by the Indian Navy. If the offence is serious Indian Navy shall inform the concerned Law Enforcement Authorities.

13. **Marpol Compliance:** The vessels employed are to be Marpol compliant.

14. **Liquidated Damages:** If a craft is inoperative and/or unavailable and the Indian Navy is denied its use, a penalty will be levied as per Part 3, Clause 09, in addition to non-payment of hire charges.

15. **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.

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

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

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

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 2 (two) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

16. **Specification.** The following Specification clause will form part of the contract placed on successful Bidder - The Seller guarantees to meet the specifications as per Part-II of RFP and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer Services as per modifications/requirements recommended after the Maintenance Evaluation Trials. All technical literature and drawings shall be amended as the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical up gradation/alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenization or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques along with necessary tools as a result of up gradation/alterations will be provided to the Buyer free of cost within 30 days of affecting such up gradation/alterations.

17. **OEM Certificate.** NA

18. **Transportation.** The following Transportation clause will form part of the contract placed on successful Bidder – **CIP** – The stores shall be delivered CIP **Mumbai harbour**. Seller will bear the costs and freight necessary to bring the goods to the port of destination.

19. **Air lift.** NA

20. **Packing and Marking.** NA

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

22. **Quality Assurance.** Seller would provide the Standard Acceptance Test Procedure (ATP) within one month of this date of contract. Buyer reserves the right to modify the ATP. Seller would be requested to provide all test facilities at his premises for acceptance and inspection by Buyer. The details in this regard will be coordinated during the negotiation of the contract. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.

23. **Inspection Authority.** The Inspection will be carried out by the Buyer. The mode of Inspection will be **Departmental Inspection.**

24. **Pre-Deployment Inspection.** The following Pre-deployment Inspection clause will form part of the contract placed on successful bidder–

(a) The Buyer's representatives will carry out Pre-Deployment Inspection (PDI) of the services/equipment in order to check their compliance with specifications in accordance with its usual standard procedures. Upon successful completion of such PDI, the Seller and Buyer will issue and sign a Certificate of Conformity as per the specimen at Form DPM-21 (Available in MoD website and can be given on request.

(b) The Seller shall intimate the BUYER at least 45 days before the scheduled date of PDI. The time required for completing visa formalities by the Seller should not be included in this notice. The Buyer will send his authorized representative(s) to attend the PDI.

(c) The list of Buyer's representatives together with their particulars including name, title, date and place of birth, passport numbers including date of issue and date of expiry, address, etc. must be communicated by the Buyer at least 07 days (No of days) in advance to apply for the necessary authorizations and clearances to be granted.

(d) The Buyer reserves the right not to attend the PDI or to request for postponement of the beginning of the PDI by a maximum of fifteen (15) days from the date fixed for such PDI in order to allow his representative(s) to attend such test., in which cases he shall inform in writing the Seller within 15 days before the date of the beginning of the PDI. Should the Buyer request to such postponement, liquidated damages, if any, shall not apply. In case the Buyer informs the Seller within the period mentioned hereinabove, that he cannot attend the PDI or in case the Buyer does not come at the postponed date requested by him for performance of PDI as mentioned above, the Seller shall be entitled to carry out said tests alone as scheduled. The Certificate of Conformity and the Acceptance Test Report will be signed by the Seller's QA representative alone and such documents bearing the sole signature of the Seller's QA representative shall have the same value and effect as if they have been signed by both the parties. In case Buyer does not elect to attend the PDI, the Buyer shall intimate the Seller in writing that it does not wish to attend the PDI.

(e) The Seller shall provide all reasonable facilities, access and assistance to Buyer's representative for safety and convenience in the performance of their duties in Seller's country.

(f) All costs associated with the stay of the Buyer's Representative(s) in the country where the PDI is to be carried out, including travel expenses, boarding and lodging, accommodation, daily expenses, shall be borne by the Buyer.

(g) The Seller shall provide Acceptance Test Procedure to the Buyer's QA Agency within one month from the signing of the Contract.

25. **Joint Receipt Inspection**. 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 on arrival in India at location to be nominated by the Buyer. JRI shall be completed within 120 days (for armament/ammunition)/ 90 days (for other than armament/ammunition) of arrival of good at the Port Consignee. 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 and as per procedures and tests laid down by Buyer but functional checking of

spares shall not be done.

(iii) Check proof and firing, if required.

(b) JRI will be carried out by the Buyer's representative(s). The Buyer will invite the Seller with a prior notice of a minimum of fifteen (15) days to attend the JRI for the delivered goods. The Seller shall have the right not to attend the JRI. The bio data of the Seller's representative will need to be communicated fifteen (15) days prior to the deployment of services to the Buyer for obtaining necessary security clearance in accordance with the rules applicable in the Buyer's country.

(c) Upon completion of each JRI, JRI proceedings and Acceptance Certificate will be signed by both the parties. In case the Seller'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 Seller. Copy of JRI proceedings and Acceptance Certificate shall be dispatched to the Seller within 30 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 services/equipment fully accepted.

26. **Franking Clause.**                      **NA**

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

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

28. The Mumbai Harbour is MARPOL compliant and therefore, discharge of waste and effluents is strictly prohibited. Hence, the vendor 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 vendor.

29. **Commencement of Contract.** The contract shall commence and terminate at the Mumbai Harbour. On the date of commencement of the contract the MPV should have completed all the necessary surveys. The MPV should have all the valid certificates and licenses as required by law and must comply with all the MMD requirements.

30. The contractor shall comply with Indian Merchant Shipping Act and any other legislation related to operation of MPV in Indian waters. The contractor 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.

31. **Right of first refusal will be applicable to.**

(a) A vessel, which has been offered by an Indian Bidder, and which remains under foreign flag on the date of the price bid opening, would be treated as a foreign flag vessel for the purpose of bid evaluation. Accordingly, the lowest Indian flag vessel would be granted the right of first refusal against the foreign flag vessels including the foreign flag vessel's which are offered with an undertaking to convert to Indian flag prior to commencement of operations.

(b) Above the lowest tender with a foreign flag vessel, where there are more than one Indian tenderer offering Indian flag vessel's then the right of first refusal will be given to the lowest among such Indian tenderers and on his failure to match the lowest tender, the next higher Indian tenderer will be given the offer and so on.

(c) The offer of any foreign flag vessel by an Indian bidder with an undertaking to convert it to Indian flag prior to commencement of operation but later than the price bid opening can be considered only when and if the Indian bidder(s) offering Indian flag vessel(s) have failed to match the lowest price offered by the foreign flag vessel. In such event the tender awarding authority shall incorporate deterrent penalties in the award of tender to ensure the bidder will convert the vessel to Indian flag before commencement of operations.

## **PART V - EVALUATION CRITERIA & PRICE BID ISSUES**

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

(a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially. Contract will be as per conditions spelt out in the RFP and SCOC given in DPM -09.

(b) The technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.

(c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows:

(i) In cases where only Indian Bidders are competing, L-1 will be determined by excluding levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service Tax, Octroi/entry tax, etc on final product, as quoted by bidders.

(ii) In cases where both foreign and indigenous Bidders are competing, following criteria would be followed:-

(aa) In case of foreign bidders, the basic cost (CIF) quoted by them would be the basis for the purpose of comparison of various tenders.

(ab) In case of indigenous Bidders, excise duty on fully formed equipment would be offloaded.

(ac) Sales tax and other local levies, i.e. octroi, entry tax etc. would be ignored in case of Indigenous Bidders.

(d) In import cases, all the foreign quotes will be brought to a common denomination in Indian Rupees by adopting the exchange rate as BC Selling rate of the State Bank of India on the date of the opening of Price Bids.

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

(f) The Buyer reserves the right to evaluate the offers received by using Discounted Cash Flow method at a discounting rate of ----%. In case cash flow involves more than one currency, the same will be brought to a common denomination in Indian Rupees by adopting exchange rate as BC Selling rate of the State Bank of India on the date of the opening of Price Bids.

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

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

2. **Guidelines for Preparation of Technical Bid.** The Technical Bid should contain the following information and details so as to enable the Technical Evaluation Committee to assess the understanding, technical capability and infrastructure/resources of the Vendor to operate and maintain the boats:

- (a) Indicate acceptance of the entire scope of requirement (or) Indicate acceptance of the entire scope of work except specific jobs not being undertaken under any Deviation List if any.
- (b) Indicate whether Earnest Money Deposit as per Para 14 (Part 1) of the RFP has been attached.
- (c) Indicate acceptance of Payment terms as indicated in Part IV of the RFP.
- (d) Indicate acceptance of Standard Conditions of Contract (SCOC) and other terms and conditions given in the RFP.

3. In order to facilitate quick processing of 'T' and 'Q' bids please fill up the 'T' Bid following Compliance Matrix:-

**Compliance Matrix for Technical Parameters (To be attached to T Bid)**

<b><u>Ser</u></b>	<b><u>Parameter</u></b>	<b><u>Offered (Yes/ No)</u></b>	<b><u>Specs / Standards Offered</u></b> As per RFP / Annexure I	<b><u>Para Ref. in T Bid If Specs / Standards offered</u></b>
(a)	<b>Schedule of Requirement including all Technical</b>			
(b)	<b>Pre Requisites for undertaking Services</b>			
(c)	(i) Scope of Work ( Charter of vessel)			
	(ii) Quantity			
	(iii) Number of crew			
	(iv) Manpower/ Technical Maintenance Support at			
	(v) Availability of Yard / facilities for maintenance			
	(vi) Availability of expertise for			
(d)	<b>Material used</b>			
(e)	<b>Execution</b>			
	(i) Mobilisation time			
	(ii) Delivery Date			
	(iii) Down Time for Maintenance			
(f)	<b>Monitoring Services</b>			
	(i) Log Books			
	(ii) Availability of Vessel			
	(iii) Availability of Crew			
	(iv) Penalty for non-availability			
(g)	<b>Quality</b>			
	(i) Acceptance Criteria			
	(ii) Type of Warranty/ Guarantee			
(h)	<b>General</b>			
	(i) Past experience			
	(ii) Survey of Vessel			

	(iii) Additional Information		
(j)	<b>Services</b>		
	Cope of Work		
(k)	<b>Deviations, if any</b>		
(l)	Quote is to be inclusive of Excise Duty. Mention the following:– (i) Total value of items on which Excise Duty is leviable. (ii) Rate of Excise duty (item-wise if different ED is applicable (iii) Surcharge on Excise duty, if applicable. (iv) Total value of excise duty payable.		
(m)	Is Excise Duty Exemption (EDE) required? If yes, then mention and enclose the Excise notification number under which EDE can be given:		
(n)	Quote is to be inclusive of VAT. Mention the following:- (i) Total value on which VAT is livable. (ii) Rate of VAT: (iii) Total value of VAT livable:		
(p)	Quote is to be inclusive of Service Tax. Mention the following:- (i) Total value of Services on which Service Tax is leviable. (ii) Rate of Service Tax livable: (iii) Total value of Service Tax livable:		
(q)	Is Custom Duty Exemption (CDE) required? If yes, then mention the following: (i) Custom notification number under which CDE can be given(Enclose a copy). (ii) CIF value of stores to be imported. (iii) Rate of Customs Duty payable. (iv) Total amount of Customs Duty payable. (v) Octroi / Entry taxes.		
(r)	Any other Taxes / Duties / Overheads / Other costs.		

**Compliance Matrix for Commercial Parameters (To be attached to T bid)**

L-1 will be determined on basic value excluding taxes & duty

<b><u>Ser</u></b>	<b><u>Q Bid Parameter</u></b>	<b><u>Complies with RFP (Yes/ No)</u></b>	<b><u>If Yes Para ref. in Q bid</u></b>
(a)	Quotation valid till 180 days from opening of T Bid		
(b)	Prices quoted excl of all taxes, charges (taxes to be mentioned separately).		
(c)	Unit rates quoted for each of the requirement as per Annexure I		
(d)	Detailed breakdown of cost of charter of vessel and crew as per schedule of requirement at annex I		
(e)	Delivery on CIF basis		
(f)	<b>Taxes &amp; Levies</b> . Break up of all loading amount (taxes & duties) for each of the serials listed as per Schedule of Requirement		
	(i) VAT		
	(ii) Service Tax		
	(iii) Is Excise duty extra?		
	(iv) If Excise Duty is extra, indicate the extent/current rate of Excise duty leviable for item.		
	(v) Surcharges on Excise duty		

	(vi) Is Sales Tax extra?		
	(vii) If Sales Tax is extra, indicate the rate against Concessional Forms		
	(viii) Is Customs Duty Exemption (CDE) Certificate required?		
	(ix) If CDE is required indicate and enclose the notification under which CDE can be issued.		
	(x) If CDE required, indicate <b>CIF</b> value of stores to be imported.		
	(xi) If CDE required, indicate the Customs Duty payable.		
	(xii) Is Octroi Duty Exemption Certificate required?		
	(xiii) If Octroi Duty Exemption Certificate (ODEC) is required indicate and enclose the notification under which ODEC can be issued.		
	(xiv) Is your company exempted from payment of Sales Tax and Excise Duties		
	(xv) Any Other Duty/ Levy		
(g)	Performance Guarantee and Security Deposit.		
(h)	EMD. Submitted		
(j)	Cost of Tender. Submitted		
(k)	LD Clause Agree		
(l)	Contract Termination clause – Agree		
(m)	Forfeiture of EMD, Security Deposit and Performance Guarantee-Agree		
(n)	Risk and Expense Purchase Agree		
(p)	Standard Instructions and Conditions of Contract – Agree		
(q)	Payment Terms As per Standard Instructions and Conditions of Contract Agree		

**'T' Bid Compliance Matrix (To be submitted with the 'T' Bid)**

<b><u>Ser</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>REMARK</u></b>
(a)	Accept the entire scope of work as per RFP	Yes/No
(b)	If the answer to Question 1 above is No, please list the specific jobs not being undertaken in a Deviations List and attach it with this Matrix.	List of deviations from scope of work Attached/Not Attached/NA
(c)	Accept the QAP for the scope of work as per RFP	NA
(d)	If the answer to Question 3 above is NO, please list the specific jobs not being undertaken in a Deviations List and attach it with this matrix. (as applicable)	List of deviations Attached/Not
(e)	List of anticipatory spares/stores is required to be attached with the 'T' bid (where applicable) and the costs of such anticipatory spares/stores attached with the 'Q' bid. List of anticipatory spares/stores attached with the 'T' bid (if applicable)?	NA  Yes/No/NA
(f)	EMD submitted in accordance with Para 12 of the RFP	Yes/No/NA
(g)	Cost of Tender is submitted in accordance with the RFP	Yes/No/NA
(h)	Payment terms as per the RPF acceptable.	Yes/No
(j)	Standard terms and Conditions of the Contract as per the RPF acceptable.	Yes/No

4. **Price Bids Format.** The price bid format is given below and bidders are required to fill this correctly with full details with 'Q' bid.

<b><u>Ser</u></b>	<b><u>Job/Supply Description</u></b>	<b><u>Rate Wet Lease (per day)</u></b>
(a)	Charter hire. Unit rates for hiring of MPV as per towing combination including manning charges X 365 x 2 (to be mentioned separately)  (towing charges will be reimbursed by the IN, if any incurred by the Seller to be paid to IRS/ DG Shipping)	
(b)	Agency charges, if any.	
(c)	Mob / De-mob Charges	<b>NA.</b> Vessel being provided at Mumbai.
(d)	MWS inspection charges, if any.	
(e)	Breakdown of all taxes/ duties, if any, @ _____% (to be specified)	
(f)	Any Other Charges (if any) to be specified.	
	<b>Grand Total</b>	

In addition following to be mentioned (**will not be part of L1 determination**): -

(a)	Fuel consumption (in litres per day at 12 knots steaming)	
(b)	Fresh Water (in litres per day)	
(c)	Pilotage and Berthing/ Anchorage Charges for Mumbai	Will be reimbursed on actuals on a half yearly basis.

**TECHNICAL SPECIFICATIONS FOR HIRING OF SUPPORT VESSEL  
FOR COASTAL SECURITY AT WNC**

1. The support vessel (Multi Purpose Vessel – MPV) should conform to the following technical specifications:-

<u>Ser</u>	<u>Technical Specifications</u>	<u>Remarks</u>	<u>Yes/No</u>
(a)	Year of Build	Not earlier than <b>01 Jan 2007 (10 years old)</b> .	
(b)	Type of vessel	Hiring of a support vessel (OSV/PSV/AHTSSV) of at least 40T Bollard Pull) for providing technical, logistics and communication support. Should be carrying an Indian flag confirming to standards laid down by DG Shipping and IACS Classification (International Association of Classification Society).Attention is drawn to DG Shipping circular 02 of 2002 regarding chartering of vessel.	
(c)	Bollard Pull	Not less than <b>40 Tons Bollard Pull</b> . Bollard Pull test certificate should be from Classification Society, from DG(S) recognised firms and certified true copies to be submitted to the buyer prior to signing of contract. The Bollard Pull capacity is to be valid for the entire period of the contract.	
(d)	Type of Propulsion	VSP/SRP/Azimuthing units Astern/Ahead. MPV should be capable of operating in ‘Pull’ back mode (‘Push’ mode also is preferred) OR the vessel could have a conventional propulsion system along with CPP and bow thrusters. Preference would be given to vessels with the former type of propulsion.	
(e)	Place of Operation	Based at Mumbai Port. MPV would be operating in Indian EEZ/ in and around ports of India.	
(f)	Time of Operation	MPV is to be available for operation at any time during day and night.	
(g)	Purpose of utilisation of the Vessel	The MPV is to be used for various lawful services required by the buyer, including towing of naval ships, throughout the contract period. The utilization of the MPV would include but not be limited to the following:- (a) To function as a <b>Coastal Security Mother Ship / Support Ship</b> for naval patrol boats (ISVs/ FICs) in the Western Offshore Development Area. The MPV should be able to supply minimum fuel / fresh water (50 T & 10 T respectively) to naval ships/ patrol boats at sea. (b) For towing & specialized operations including Coastal Route Survey, diving, submarine rescue operations etc. (c) To standby as Fire Float, Oil spill dispersant, spraying boat etc (with foam generators & foam throwing of min 25 mtrs). (d) To maintain communication by VHF. (e) All other operations required in connection with naval ships operations and related to harbour	

		conservancy and or/ movement of vessels within AOR and such other operations as are conventionally performed by MPV such as towing operations, support vessel role and transportation of Naval stores etc.	
(h)	Salvage, Rescue and Anti-Pollution Operations	The vessel may be required to carry out anti-pollution operations, under the instructions of the Buyer. If enable with salvage & rescue capability will be preferred. The vessel is to have 2 x 25 ton cylindrical salvage bags with complete accessories, one 125 CFM LP compressor with compatible air hoses and couplings and LP outlet of compressor with manifold for four air hoses. Neither the seller nor the vessel's master / crew will have any claim for the reward or compensation for undertaking or assisting in such operation against Lloyd's Salvage form. The vessel shall have <b>single arm crane of at least 3T S.W.L</b> lifting capacity with a min reach of 8m (SWL of 3 Tons is required at a distance of 8 meters). The vessel shall have adequate <b>floatation equipment</b> to keep afloat damaged patrol boats.	
(j)	Place of Delivery	At Mumbai Harbour (Inner Anchorage)	
(k)	Mobilisation/ Demobilisation charges	Will not be admissible. To be factored in the bid. Contract will commence at Mumbai Harbour.	
(l)	Date of Delivery	As per Part 2, Clause 4.	
(m)	Hiring charges	To be all inclusive <b>except for fuel &amp; water. Daily Hiring Charges and full details of taxes/ charges being levied to be indicated. Any other charges envisaged to be specified and mentioned separately.</b>	
(n)	Period of Charter	Two years with provision of extension of contract for further period of one year at the same terms and conditions provided it is mutually acceptable to both the buyer and the seller.	
(p)	Schedule of Payment	<p>Monthly in arrears after submission of invoice duly verified by Local Naval Authority at Mumbai.</p> <p>The Indian Navy will make monthly payment for the vessel at the hire charges per day in Indian Rupees after adjusting the recoveries payable by the Vendor under this Agreement. The hire charges will be calculated as follows:</p> <p>Hire Charges (Per month) = (Hire Charges per day x Number of 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 Vendor under this agreement</p> <p>In case recoveries exceed the monthly hire charges, the balance shall be recovered from the following month's hire charges or any outstanding amount payable to the Vendor including EMD / Performance Security as the case maybe.</p> <p>The charter will be on a credit basis and payment will</p>	

		be made by cheque through PCDA(N) Mumbai, on submission of relevant documents, bills and 'Satisfactory Performance' Certificate. The certificate format will be made available on conclusion of the contract. No advance payment will be made. The Vendor is required to furnish Bank details viz Name of Bank, Branch name, Full Postal Address, Bank Code, MICR Code , Bank Account no and the Nature of Account to enable e-payment by PCDA(N) Mumbai.	
(q)	Maintenance and Breakdown Time	<p>Refer to Clause 8 of Part IV.</p> <p>(a) A total downtime of 12 days per year will be allowed including maintenance <u>and breakdown</u>. This would include a 10 day dry-docking period, if required, to be done in the 2 year contract period. The total permissible downtime therefore for the 2 year cycle would be 24 days. Maintenance is to be undertaken <u>only in consultation with Buyer and with 48 hours advance notice</u>. 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 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 12 days for that year. Maintenance period can be availed as per the mutual agreement between the Buyer and Seller, subject to the limit of 12 days in a year.</p> <p>(b) In the event the breakdown occurs and there is disagreement with the Buyer with respect to requirement of the vessel, then daily hiring payment will be suspended and a penalty of 100% of daily hiring charges will be levied after a downtime of 96 hours. In the event the cumulative period of maintenance days and breakdown period exceeds 12 days for that year then the penalty of 100% of daily hiring charges will be deducted for every additional 24 hours or part thereof.</p> <p><b><u>Penalty Charges.</u></b> Penalty of 100% daily hiring charges will be over and above the deduction of the daily hiring charges.</p>	
(r)	Standby Vessel	If vessel is not available for operations as required by the Buyer, within 96 hrs of breakdown, a standby vessel of similar characteristics is to be provided at Mumbai by the seller within 15 days from date of breakdown, at no additional cost to the Buyer. In case a standby vessel is not provided even after 15 days, the contract would be terminated at the discretion of the Buyer.	
(s)	Maintenance & Survey cost	All maintenance and survey liability and costs would be of the Seller (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 Seller. The Indian Navy would however, provide suitable correspondence to MbPT indicating that the vessel is under charter of the Indian Navy. In the event the vessel is 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.	
(t)	Cost to keep vessel operational	Cost of Repairs, Survey and other requirements to keep the MPV operational will be to Sellers 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 Seller. The Indian Navy would however, provide suitable correspondence to MbPT indicating that the vessel is under charter of the Indian Navy. In the event the vessel is 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.	
(u)	Port Charges, Anchorage	Will be reimbursed to the Seller as per actuals on a Half Yearly Basis. The same is however to be mentioned on actuals for Mumbai Harbour.	
(v)	Insurance Charges	To be paid by the Seller. The Seller 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. No claim in this regard shall be entertained by the Buyer.  The Indian Navy is to be the co-assured in the Policy as Charterer.	
(w)	Berthing & Pilotage	Vessel will be berthed at Naval Jetty / anchorage in Mumbai 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 Buyer (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 Buyer would be borne by the Seller. All charges applicable to the vessel to be mentioned as applicable for the vessel on actuals.	
(x)	Nationality of crew and Security clearance	All crew will be Indian nationals and are to have necessary security / police clearance.	
(y)	EMD	As per Part 1, Para 14.	
(z)	Performance Guarantee	As per Part 4, Para 1.	
(aa)	Marpol Compliance	MPV should be Marpol Compliant	

(ab)	Draught of Vessel (when fully loaded)	Draught not to be greater than 06 meters.	
(ac)	Maximum sustained speed of Vessel	Not less than 12 knots (economical speed of 10 knots)	
(ad)	Main Engines	Two engines with independent remote control operation or similar flexible arrangement. IC engines operating on diesel.	
(ae)	Type of Fuel	Marpol compliant LSHSD. (will be provided by Indian Navy after commencement of contract)	
(af)	Fuel / Water transfer Capability	The vessel shall be capable of transferring fuel (2" hose) and fresh water to the naval ships / patrol boats. The vessel shall have fuel capacity of at least 500T and fresh water capacity of 200T). Hoses and adaptors (as necessary) to be made available by the Seller.	
(ag)	Endurance	The vessel shall have endurance for at least two weeks with all functionality and shall be able to sustain at sea with reduced role for at least a month.	
(ah)	Arrangements for Damage Control and Fire Fighting	The MPV 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 firefighting. The vessel shall be capable of providing firefighting and damage control support to patrol boats/ naval ships. Foam generators and foam throwers with range of min 25 meters are required.	
(aj)	Navigation and Communication	The vessel should have the following operational equipment to ensure safe navigation and communication;- (i) Radar (ii) GPS (iii) Gyro & Magnetic Compass (iv) Echo Sounder (v) INMARSAT Mini-M / Inmarsat capable Sat Phone (vi) Two VHF Radio set operating on channel marine channels including channels 6, 8, 10, 12, 16 and an MMB set. (vii) Operational navigational lights & Search lights (viii) Robust broadcast / intercom System & adequate loudhailers. (ix) Adequate PGD arrangements with requisite protections. (x) Scope and material including requisite emergency cables to provide supply to at least 02 boats in emergency. Power supply required 415 V, 50 Hz, 3 phase and power output of about 30 KW (for 2 boats).	
(ak)	Accommodation	Accommodation / Cabin Space for at least 10 personnel in addition to crew. (Living spaces, dining area and galley facility for messing patrol boat crew). Galley facility would be usually used for heating. Meals if any provided would be reimbursed to the Seller on actuals. Cost of providing meals may be indicated per head.	

(al)	Lifesaving equipment	The vessel will have life saving equipment for 110% of the crew, including life jackets. Adequate life boys are to be available on the Vessel. The Vessel should comply with SOLAS Equipment requirements.	
(am)	Ropes	The seller shall supply and keep onboard minimum of two ropes each of 200 m length, and two ropes each of 100 m length, of adequate diameter and strength for towing purpose. The ropes should have been tested and certified. A copy of the latest certificate shall be submitted to the Buyer for verification at the time of taking over the MPV on hire and subsequently whenever the same is required. The certificate should be indate at the time of signing agreement. Thereafter, Seller is to ensure the ropes are kept serviceable & indate. Notwithstanding the certification, Seller is to change the ropes if so directed by the Buyer, either during the on-hire survey or at any other time during the contract.	
(an)	Towing Arrangement	Suitable towing arrangement for towing commensurate with the rated Bollard Pull of the vessel with adequate strength and suitably fendered so as to enable the MPV to operate and deployed for towing tasks as required. Towing Gear shall include towing wire of length not less than 500m and wire size commensurate to bollard pull. The MPV should also have spare towing wire. All towing gear and accessories are to be serviceable and indate, during entire period of Charter. Gear would be subject to inspection of the Buyer and Seller would have to replace gear not found suitable by the Buyer. The Buyer will assist in obtaining approval of tow plans, if required, from IRS/ DG Shipping or any relevant agency.	
(ap)	Clear Deck Space for shipping cargo / multi-purpose operations	MPV shall have a clear area of at least 300 Sq.m. deck working space, with good cargo carrying capacity and lugs to secure containers.	
(aq)	Fender	MPV 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.	
(ar)	Master and Crew	The Master and crew shall possess the requisite qualification to operate the MPV in Indian EEZ and major / non-major Ports of India. The Master and crew shall be of Indian nationality holding bonafide documents to confirm identity. Manpower turnaround is to be factored in the plan.	
(as)	Conduct of Master and Crew	The seller is responsible for the good conduct of Master and crew of the vessel. 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.	

(at)	Standby Master/ Crew	In the event of non-availability of the master/ crew for any reason, the seller will provide qualified standby master /crew within 02 days at no additional cost to the Buyer.									
(au)	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.									
(av)	Documentation	All documentation, technical or otherwise, required for operating the vessel is to be available and indate, including supporting documents / general arrangement plan for following:- (i) Name of the vessel. (ii) Place and year of build. (iii) Port of registry. (iv) Board dimensions of the MPV i.e. overall length, draft, beam, depth, DWT, GRT etc. (v) Accommodation for hirer's use. (vi) 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.									
(aw)	Joint Survey For Accepting the Vessel for Service	A Joint Survey will be carried out by Indian Navy and the Vendor before the vessel is accepted for service, to assess the condition, capability and performance of the boat. Appropriate expertise may be coopted for the survey, if necessary.									
(ax)	Inspection schedule	On Initial Acceptance of the vessel and on their demobilisation. Additional Inspections may be scheduled if necessary. On hire and Off Hire survey would be undertaken to ensure that the fuel and fresh water quantity in the vessel is the same at the time of taking over and handing over by the Buyer.									
(ay)	<b>Deviations</b>	Normally not accepted. However bidders may submit deviations from technical and commercial parameters, if any, along with T bid as per the format placed. <table border="1" data-bbox="613 1392 1317 1495"> <thead> <tr> <th>S.No</th> <th>RFP Reference</th> <th>Parameter</th> <th>Description &amp; reasons if any.</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	S.No	RFP Reference	Parameter	Description & reasons if any.					
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**MINISTRY OF DEFENCE, GOVERNMENT OF INDIA**

**INDIAN NAVY, HEADQUARTERS, WESTERN NAVAL COMMAND, MUMBAI**

**TENDER NOTICE**

1. On behalf of the President of India, the Flag Officer Commanding-in-Chief Western Naval Command, Mumbai invites sealed tenders from registered Indian firms engaged in marine services business owning / holding on partnership basis including those possessing ownership of vessels under agreement and who are capable undertaking Hiring of Services of one Support Vessel (Multi Purpose Vessel (MPV)) of not less than 40 Ton Bollard Pull (TBP) capacity for providing technical, logistics and communication support to Indian Navy for coastal security at Western Naval Command Mumbai for a period of 02 years. The vessels should be registered in India having Indian crew.

2. **Important dates/details:-**

(a) **Cost and collection of tender forms:-** On working days from 1400-1600 hrs between 02 Dec to 26 Dec 16 from JOC(Mbi), INS Angre, SBS Road Mumbai 400 001) on deposit of Postal Order(PO) for an amount of Rs.1000/- (Rupees One Thousand Only) as cost of tender document in favour of "PCDA (Navy), Mumbai".

(b) **Submission of tender forms :-** In two bid systems separately quoting "Technical Bid"&"Commercial bid" on the envelopes before 27 Dec 16 up to 1200 hrs by quoting name of the firm on the envelope super scribed "**Tender for one Support Vessel (Multi Purpose Vessel) Not Less than 40 Ton Bollard PULL**", RFP No. **SC/2617/14/MPV** and date of opening of BID.

(c) **Earnest Money Deposit (EMD):-** Bidder are required to submit Earnest Money Deposit for amount of **Rs. 40,00,000.00(Rupees Forty Lakhs Only)** along with their bids. The Earnest Money Deposit enclosed with "**Technical Bid**" to be remitted in favour of "**Principal Controller of Defence (Navy), Mumbai**" by a demand draft from Scheduled Banks/BG/FDR. Tenders received without or with less / invalid EMD would be rejected without intimation to the tenderer. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself and PSUs of Government of India.

(d) **Location of Tender Box: -** Main gate Entrance, INS Angre, SBS Road, Mumbai-400 001.

(e) **Opening of Tenders: -** Technical bids will be opened on 27 Dec 16 at 1500Hrs. Technically qualified firms will be called for opening of commercial bids subsequently at the address given below:-

**JOC (Mbi),**  
1<sup>st</sup> floor Inliving block, INS Angre,  
SBS Road,  
Mumbai 400001.

(f) **Compliance with RFP:-** The bidder should comply with the terms and condition of "**Request For Proposal**".

**CONT...2**

3. **Clarifications:-** Any further information /clarification required with regard to this Tender may be sought from the CCSO Office, HQWNC , 022-22751468, & 022-22640367 (fax).
4. The tender document /Request For Proposal can be downloaded from [www.tenders.gov.in](http://www.tenders.gov.in) and [www.indiannavy.nic.in](http://www.indiannavy.nic.in) Website and tender form value be deposited along with Technical Bid.

Sd-xxxxx  
(KS Balaji)  
Commander  
Command Coastal Security Officer (AOL)  
for Flag Officer Commanding-in-Chief