

REQUEST FOR PROPOSAL
DIRECTOR GENERAL NAVAL PROJECT, MUMBAI-23

DESIGN, MANUFACTURE AND SUPPLY OF PONTOONS AND
GANGWAYS AT MUMBAI & KARWAR

Request for Proposal No. DGNP (MB)/7445/PONTOONS/TS dated 07 Mar 2011

1. Bids in sealed covers are invited from prospective vendors who fulfill following criteria for Design, Manufacture, Testing, Inspection, Supply and Commissioning of four (04) Nos berthing pontoons with suitable fittings (02 each for Naval Dockyard, Mumbai and NSRY, Karwar), one no. Service Barge Pontoon (for Naval Dockyard, Mumbai) and four nos. gangways (02 each for Mumbai and Karwar) with technical specifications enlisted in 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. **Qualification of Vendor.** Vendors who qualify/fulfill the following minimum criteria, **ONLY** need to apply with submission of supporting documents along with the bid:-

(a) **Financial capability.** Average Annual financial turnover of the firm during the last 3 years, ending 31 Mar of the previous financial year, should be at least Rs. 30,00,00,000.00 (Rupees Thirty Crores). **I.T.C.C, Annual report (balance sheet and profit /loss account to be attached.)** and the firm should have made profit during this period.

(b) **Experience.** Should have experience of having successfully completed similar design and fabrication work of ships/ barges/ yardcrafts/ pontoons and similar marine structure of approximately same or more tonnage within last 5 years ending last day of month previous to the one in which applications are invited. The design should have been approved by a Classification Society viz., IRS/LRS/ABS (**Successfully completed supply orders to be attached**). Should have capabilities with respect to personnel, equipment and manufacturing facilities.

(c) Affidavits stating that the firm is not banned or black listed and recovery outstanding in any govt. department.

Note: - The bids of vendors not qualifying the minimum aforesaid qualification criteria are liable to be rejected.

3. 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 Jt Project Director (E)

- (b) Postal address for sending the Bids : Cdr Rajiv Sharma, JPD (E)
Director General,
Naval Project,
Accommodation Complex,
Naval Dockyard, Lion Gate,
Mumbai – 400023
- (c) Name/designation of the contact personnel : Cdr Rajiv Sharma, JPD (E)
- (d) Telephone numbers of the contact personnel : 022-2275 1665
- (e) E-mail id : wncdgnp-navy@nic.in
- (f) Fax number : 022-2266 1142

4. 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.

5. 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.

Part I – General Information

1. **Two-Bid system.** In this Two-bid system, only the Technical Bid would be opened on the time and date mentioned below. 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.
2. **Last date and time for depositing the Bids.** **19 Apr 2011, by 1400 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.
3. **Manner of depositing the Bids.** Sealed Bids should be either dropped in the Tender Box marked as **DGPN(MB)** 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.
4. **Time and date for opening of Bids:** **19 Apr 2011 at 1500 hrs** (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).
5. **Location of the Tender Box.** **Muster Gate, Naval Dockyard, Mumbai** Only those Bids that are found in the 'DGPN' tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.
6. **Place of opening of the Bids.** **Office of Director General Naval Project, (Mumbai) Cruiser Graving Dock Accommodation Complex, 5th floor, Conference Hall, Lion Gate, Naval Dockyard, Mumbai.** 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.
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.** Firms are requested to seek appointment for pre-bid meeting within two weeks of publication of this RFP to understand the complete scope of work from Projector Director (E), Office of Director General Naval Projects (MB), Accommodation Complex Naval Dockyard SBS Road, Mumbai – 400 023, Telephone No. 022-22751665, FAX No. 022-22661142.
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 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 expiry 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 de-listed for the given range of items/plant as mentioned in this RFP.

13. **Validity of Bids.** The Bids should remain valid till **120 days** from the last date of submission of the Bids.

14. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs. 50,00,000/- (Rupees Fifty 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-13, also placed at **Appendix "C"**(available in MoD website). 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 Bank Guarantee (PBG) 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 for the same items/ range of products or services for which the tenders have been issued. However, the firm has to submit the valid registration proof along with the bid. In addition to the registration proof, the firm needs to submit an acknowledgement from the department/organization, confirming them as a registered firm with the said organization. The EMD will be forfeited if the bidder withdraws, amends impairs or derogates from the tender in any respect within the validity period of their tender.

15. **Independent Monitor.** The employer has appointed an independent monitor by way of Vigilance Officer to monitor this contract, whose name and address is given below. The vendor is at liberty to contact the under mentioned officer directly if any

case of undue influence is noticed or any unethical means by any party/official is employed to secure the contract/order or to disable/disqualify the vendor.

Cdr. ARF Usmani
(Tel .No. 022-22751937)
Office of the Director General
Naval Project (MB)
Accommodation Complex (4th Floor),
Naval Dockyard, Lion Gate
SBS Road
Mumbai – 400 023

Part II – Essential Details of Items/Services required

1. A requirement exist for Design, Manufacture, Testing, Inspection, Supply and Commissioning of 05 nos. berthing pontoons and 04 in nos. gangways for a ship having a docking displacement of 40000 tons. The items are to be delivered as follows:-

(a) At Mumbai. 02 nos Jetty Berthing Pontoons, 01 no Service Barge Pontoon and 02 nos Gangways. The two berthing pontoons shall be used on jetty or at anchorage at any given time while the third service barge pontoon shall be used for berthing service barges on the side of the ship. The gangways shall be positioned between the ship and the jetty.

(b) At Karwar. 02 nos Jetty Berthing Pontoons and 02 nos Gangways. The two berthing pontoons shall be used alongside jetty or at anchorage. The gangways are to be used between the ship and jetty.

Pontoons

2. The pontoons are intended for mooring and berthing of a 40,000 ton vessel on a jetty and for berthing a barge alongside the ship. Additionally, the pontoons are also required to serve as spacers between the berthing structure and the ship. While the four pontoons, as stated above, are intended to be used for berthing the subject ship on a jetty/pier, one in no. pontoon is to be used for bringing the service barges alongside the ship. The existing jetty structure at which these are intended to be used necessitates a robust fendering system to be installed on these pontoons to facilitate high energy absorption and low reaction loads.

3. Each pontoon is to be in the form of a catamaran with suitable fenders secured/ mounted along both the boards. The catamaran hulls of each pontoon are connected by means of trusses of round pipes and the steel deck laid on transverse beams connecting both the hulls. Each catamaran hull is divided into 8 watertight compartments. The four middle compartments are provided with platforms while the outer compartments have horizontal thrust pillars instead of platforms. The draft marks are constructed and welded appropriately at fore and aft ends along both the boards. Schematic drawings of a similar pontoon structure for jetty berthing pontoon and for service barge berthing pontoon (095.360061.003) are enclosed at Annexure 'P' and 'Q' respectively with the document for appreciation and guidance. However, it may be noted that these drawings are only representative of the shape and are not to be considered as final drawings for manufacture of the pontoons. The detailed design and tender drawings for the pontoon would need to be developed by the bidders based on the various specifications, data and the requirements incorporated in this RFP. Further, these would need to be appraised by a classification society (IRS/LRS/ABS) to ensure construction of these pontoons under Class requirements. However, the responsibility of ensuring the adequacy of the design and construction shall rest solely with the bidder.

4. The fendering arrangement of the pontoons is to be designed to match the capacities of existing berthing structures at Mumbai & Karwar. The detailed design and drawings in this regard are to be prepared by the bidders and vetted by the Classification Society (IRS/LRS/ABS). The guidance data of the fendering systems are given in succeeding paragraphs (Para 13-16). It may be noted that fendering system

for the jetty berthing and service barge berthing pontoons is different and accordingly minor differences would exist between the two types of pontoons.

Gangways

5. 04 Nos gangways of galvanized steel structure, each of length 21.5 metres are required to be manufactured/supplied for the said ship for use between jetty and ship and not between pontoon and ship. A representative drawing (MOD/GEN/16/08/05/C) of the gangway is provided for the purpose at Annexure 'R'. It may be noted that the drawing provided indicates a length of 18m instead of the essential requirement of 21.5m. The revised drawings incorporating the changes in structural elements and length would need to be prepared.

Guidance Data for Pontoon Design

6. The pontoons are to be non-self-propelled type craft with no superstructure. The mooring, berthing at Jetty and handling operations at anchorage are to be carried out in the Indian waters within the range of 100 nautical miles from the coast. The largest vessel to be considered for berthing will have a maximum displacement of 40000 T and draft of approx 8.7M.

7. The approach velocity for berthing to be considered shall be 0.3 m/sec and 0.18 m/sec for Mumbai and Karwar respectively. The fendering system provided is to be such that with the specified berthing conditions the horizontal berthing load on the jetty at Mumbai shall remain less than 10T/running metre and that at Karwar 3T/running metre. The maximum hull contact pressure at waterline is not to exceed 20 T/m² (based on contact at the middle).

8. **Principal Particulars.** The principal particulars of the pontoon are as follows:-

- | | | |
|-----------------------------|---|---|
| (a) Length overall | : | 40.0 m |
| (b) Breadth without fenders | : | 9.0m |
| (c) Depth moulded (Approx) | : | 4.0m (Should be adjusted by the bidders to provide bearing to the fully compressed hydro-pneumatic fender). |
| (d) Design draught | : | 1.4 m (To be adjusted by the bidders to suit the design) |
| (e) Lightweight | : | 300 tons (approx.) (To be adjusted by the bidders to suit the design) |

9. **Operating Conditions.** The operating conditions for the pontoon shall be as follows:-

- | | | |
|--|---|--------------------|
| (a) Towing speed | : | 6 knots |
| (b) Sea state during mooring | : | Sea state 5 |
| (c) Design wave height under sea state 5 | : | 3.5 m |
| (d) Maximum wind speed | : | 35 m/sec |
| (e) Permissible load on pontoon deck | : | 8 T/m ² |

10. **Hull Form & Structure.** The pontoons are of Catamaran type and the shape of both hulls of each pontoon is to be rectangular with bevelled corners at fore and aft

ends. The pontoon hull shall be a completely welded structure with steel fender bar installed along its external perimeter. It is to be constructed according to transverse framing system with frame spacing not exceeding 500 mm and capable of withstanding a hull contact pressure of 20 T/m². Additionally, a corrosion margin of at least 02 mm thickness is to be provided to the steel plates in the boot topping area. The weld strength/deposition of joints in the area of bollards and reels is to be adequate for safe usage of these fittings during various operations. The deck area is to be designed to be clear, uncluttered and well-laid out for ease of operation and movement.

11. The hull structure of the pontoons is to be designed to withstand the impact of the ship during the berthing alongside a jetty or at anchorage. The strength of the structure and deck must be sufficient for the loads generated due to average initial impact load during berthing of the ship and also for the loads/stresses generated while rolling of the ship's hull due to wind/waves. The deck of the pontoon is required to withstand a load of 08 t/m² as the same needs to be used for temporary storage of the cargoes during handling/mooring of the ship.

12. The pontoon hull shape is to suit the guidance drawings provided by this office. However it may be noted that these drawings are only representative of the shape and are not to be considered as drawings for manufacture of the pontoons. The detailed design drawings for the pontoon would need to be developed based on the various specifications, data, requirements and a guidance details which have been included in this document. Timely approval of the drawings by the class is to be ensured by the contractor and no relaxation in delivery schedule of pontoons on this account shall be entertained.

Guidance Data for Fenders

13. The fendering of the pontoons for jetties at Mumbai and Karwar is to be based on hydro-pneumatic fenders of size 3.5 Mtrs X 10.6 Mtrs while the pontoon for service barge is to be provided with cylindrical rubber fenders of 600 mm OD. Each jetty berthing pontoon is required to be provided with minimum 05 in nos. hydro-pneumatic fenders of size 3.5 Mtrs X 10.6 Mtrs suitably distributed on the two boards. These are to be suspended from suitable bollards provided on the deck for the purpose while the cylindrical rubber fenders on the service barge are to be secured with chains along both the boards.

14. Additionally, two nos. vertical roller fenders are to be provided on each jetty berthing pontoon, at the forward and aft corners, on the side facing the ship for the purpose of corner protection as shown schematically in GA Drawings on the pontoon side facing the ship. The structural design of the pontoon needs to cater for the installation of these fenders. However, in case of service barge berthing pontoon, only the structural provision needs to be made for the fender fitment; however no vertical roller fender is to be installed/ fitted.

15. The minimum fendering capacity and it's arrangement that is specified is required to be confirmed for adequacy by the bidders and, if needed, additional fendering capacity shall have to be provided to meet the fendering requirements. The guidance data pertaining to the fendering system is placed at **Appendix 'A'**.

16. The fenders supplied by only indigenous manufacturers with adequate support base shall be accepted. Bidders have to approach fender manufacturers (OEMs) with minimum turnover of Rs. 20 Crs. The Fender manufacturers must possess prior experience of manufacturing and supplying fenders of similar size for use in domestic market. Documentary support in this regard (copy of Purchase Orders) is to be submitted by the bidders to DGNP(Mb).

Building Information

17. **Seagoing Requirements.** The pontoons are to have sufficient stability under normal operating conditions of cruising. Floodability of the pontoons needs to be catered such that upon flooding of any single compartment, minimum freeboard must be at least 2.2 M.

18. **Classification.** Indian Maritime Register of Shipping (IRS) or Lloyds Register of Shipping (LRS) or American Bureau of Shipping (ABS) will be the classification society associated with this project. The pontoons are required to be designed and built so as to conform to the rules and norms of the selected Classification society. The Classification society selected would need to be specified in the tender document and changes in the same would not be permissible at a later date.

19. **Drawings/Documents.** The accepted tender design on placement of order shall be developed into detailed drawings of the pontoons by the firm and submitted to IRS/LRS/ABS for its appraisal and approval. However, the final acceptance/approval of the drawings shall be accorded by DGNP (MB). Following “as fitted” drawings and documents need to be essentially supplied among others with the pontoons:-

- (a) All general structural drawings (Shell expansion, Bulkheads etc)
- (b) Tank Capacity Plan and hydrostatic particulars
- (c) Docking Plan
- (d) Navigation Light Arrangement
- (e) Cathodic Protection Arrangement/ Sacrificial anode plan
- (f) Freeboard Plan
- (g) Towing arrangement
- (h) Details of Material specifications used.
- (j) General Arrangement of Electrical Installation
- (k) Arrangement and Details of Deck Equipment

20. **Material of Construction.** The pontoon will be constructed out of rolled plates and sections of shipbuilding quality structural steel with **minimum yield strength 235 N/mm²** conforming to IS 2062 Grade B or equivalent. The steel for the purpose is to be

procured from reputed OEM manufacturers only and submission of manufacturer's test certificates clearly identifying the lot would be essential.

21. **Welding.** All welding shall be performed with best quality welding material/consumable and the best available technique must be employed for welding. The process shall comply with requirements of Classification Society representative. Welding Procedure Specifications (WPS) in respect of each type of weld & current and Welder Performance Qualification (WPQ) in respect of welders being employed would need to be submitted to IRS/LRS/ABS for acceptance.

Pontoon Equipment / Fittings

22. **General.** All equipment/fittings should have ease of operation, low maintenance requirements and low life cycle cost. Necessary fittings like manholes, guard rails, mooring and towing equipment are to be located on the deck.

23. **Mooring and Towing Equipment.** Adequate towing arrangements with complete gears and stowage for associated gears are to be provided. The mooring and towing equipments for the pontoons shall include the following:-

- (a) 08 mooring bollard with bitts Φ 219 mm located on the deck along the pontoon external sides.
- (b) 02 synthetic towing hawsers at fore and aft positions along the C/L.
- (c) 04 Reels with drum Φ 320 mm and ropes Φ 20mm, length 110m.
- (d) 02 steel towing ropes Φ 20mm, length 10.0m with thimbles, connected to a triangular strap by shackles.
- (e) Each pontoon is to be provided with 04 nos. Ring Lifebuoys with lifelines length 30.0 m and are to be fixed on life rail.
- (f) Complete light fittings to illuminate the pontoon so as to ensure hindrance free operations during night (i.e. during Rationing etc at anchorage).
- (g) **Chains.** Sufficient chains to be used as stainless steel guard rails according to the safety requirement.
- (h) **Stanchions.** To be erected intermittently at suitable distances for supporting guard rail chain. These are to be fabricated from pipes of stainless steel AISI 316. The installation is to be insulated from the base mount to prevent bimetallic corrosion.

Hull Fittings

24. **Manholes.** Each compartment is to be provided with 02 nos manholes with NB 400 X 600 mm. The tightness of manhole covers on deck is to be ensured by way of testing by water flush under pressure of 02 kg/cm² from a distance of 1.5 m.

25. **Ladders.** Two steel vertical ladders are provided for access into the each compartment. One vertical ladder is provided for access to the pontoons both at fore and aft transoms.

26. **Life Rail/ Guard Rails.** Weather deck is to be provided with collapsible guard rails with a height of 1000 mm. In necessary places the railing should have passages equipped with chain guard rails. Therefore, provision needs to be made for fitment of portable guardrails on all pontoons, to achieve interchangeability. Two sets of guardrails stanchions of AISI-1316 non – corrosive material along with PVC coated guardrail wire of appropriate length are to be supplied along with the pontoons.

27. **Pad Eyes.** 04 Nos. Pad eyes are to be provided for facilitating lifting and lowering of pontoon. They are to be welded into the deck at suitable frame flush with the deck.

28. **Access Ladders.** Vertical ladders are to be provided for access to the pontoons at fore and aft transoms.

29. **Bottom Plugs.** Sufficient nos of bottom plugs are to be provided so that when operated, the pontoon shall drain out completely of any enclosed water. The plugs and its accessories are to be of Naval Brass material and suitably mounted to achieve complete water tightness.

30. **Tools.** Essential tools for manhole opening etc and for other maintenance purposes etc shall be provided.

Painting, Coatings and Cathodic Protection System

31. Painting of the pontoons structure is to be undertaken according to Paint Specifications. All raw materials for painting i.e. paints, thinners etc. are to be re-validated with current test certificates and the same are to be submitted to Inspection agency for approval prior application. Paints manufactured/ supplied by only the following reputed paint manufacturers shall be accepted:-

- (a) M/s Akzo Nobel
- (b) M/s Jotun Paints
- (c) M/s Sigma Paints.

32. Steel plates, sections and pipes used for fabrication of the structures are to be subjected to grit blasting to roughness SA 2.5 as per International Standard ISO 8501-1 and thereafter coated with primer according to Paint Specification. Prior to the application of primer the welds are to be ground with mechanical brush to roughness St 2-3 according to ISO 8501-1 and requirements for painting of the appropriate paint. The painting is to be performed according to instructions of the paint manufacture relating to the temperature, moisture, surface preparation, drying period etc. Prior to painting, removal of all contaminations is to be ensured. During this process, in the event of damage to the primer layer, the same is to be restored.

33. It is to be noted that prior to commencement of final painting post completion of construction, the surfaces would need to be prepared by re-blasting to SA 2.5 and thereafter complete paint scheme would be applied.

34. The paint scheme to be applied is as follows (of any one firm) :-

(a) **Internal areas**

Coat	Sigma	Akzo Nobel	Jotun	DFT (microns)
Primer	Sigmacover 280	Intergard 269	Penguard Primer	50
Anti-Corrosive	Sigmacover 425	Intershield 300	Balloxy HB Light	2 X 150

(b) **External underwater area/boot top area**

Coat	Sigma	Akzo Nobel	Jotun	DFT (microns)
Primer	Sigmacover 280	Intergard 269	Penguard primer	50
Anti corrosive	Sigmacover 630 (Aluminum)	Intersheild 300 (Aluminum)	Jotacote Universal (Aluminium)	150
Anti corrosive	Sigmacover 630 (Grey)	Intersheild 263 (Bronze)	Jotacote Universal (Grey)	150
Tie coat	Sigmacover 525	Intergard 263	Safe Guard ES	125
Anti Fouling	Sigma Alphagen 650 (Brown)	Intersmooth 360 (Brown)	Seaquantum Ultra (Brown/Light Red)	150
Anti Fouling	Sigma Alphagen 650 (Red Brown)	Intersmooth 360 (Dark Red)	Seaquantum Ultra (RedBrown /Dark Red)	150
Anti Fouling	Sigma Alphagen 650 (Brown)	Intersmooth 360 (Brown)	Seaquantum Ultra (Brown / Light Red)	150
Anti Fouling	Sigma Alphagen 650 (Black)	Intersmooth 360 (Black)	Seaquantum Ultra (Black)	150

(c) **External above water area/upper deck.**

Coat	Sigma	Akzo Nobel	Jotun	DFT (microns)
Primer	Sigmacover 280	Intergard 269	Penguard primer	50
Anti corrosive	Sigmacover 630 (Aluminum)	Intersheild 300 (Aluminum)	Jotacote Universal (Aluminium)	150
Anti corrosive	Sigmacover 630 (Grey)	Intersheild 263 (Bronze)	Jotacote Universal (Grey)	150

Cathodic Protection

35. Cathodic protection system with sacrificial anodes is to be provided for protection of the hulls of each pontoon against corrosion in seawater for this purpose. Aluminium MK - II sacrificial anodes shall be installed along the perimeter of both hulls of each pontoon. The total quantity of the installed sacrificial anodes is to be approx 52 nos. of weight 12.4 Kgs for each pontoon for the guidance design provided. The aluminium sacrificial anodes are to be installed in accordance with NMRL letter no. NMRL /PT/-CP/0621 dated 12 Jul 2007(**Appendix 'B'**). However, the Contractor is to calculate the nos of anodes and their disposition in accordance to the proposed design and submit the detailed sacrificial anode plan for approval to Classification Society.

Other Systems

36. **Pontoon Ventilation System.** The compartments ventilation is to be performed through manholes only.

37. **Pumping Out Arrangement / Drainage System.** The pumping out arrangement of compartments is to be arranged through the manholes with submersible electric pumps of PUMPEX P2001-N type or equivalent with power rating 6.8 kW, capacity 2200 l/min (132 m³/hr) under head 27 m of water column. In addition, drainage of compartments is to be catered for by providing bottom Plugs in each compartment.

Delivery and Acceptance Trials (DATs)

38. **General Proposals.** The procedure of the delivery acceptance trials of the pontoons will be provided and will be the document according to which all the equipment and the pontoon itself will be tested and accepted. The trials are to be carried out in order to define whether the pontoon is constructed as per the Contract specification, Approved Design and other documents defining the pontoon delivery conditions.

39. All the works connected with the pontoon construction should be completed and accepted by the Classification Society ie IRS/LRS/ABS before the commencement of the trials. DATs are to be carried out with the pontoon near the Yard jetty. The final acceptance is carried out by Indian Navy/ DGNP (MB) or its representatives.

40. The following documents shall be referred to by the Inspection Agency / Accepting Authority:-

- (a) Specifications of the Pontoons.
- (b) General Arrangement drawings & Detailed Approved Design Drawings.
- (c) List of changes and deviations approved by DGNP(MB) and documents that justify them.
- (d) DATs procedures.

41. The pontoon Inspection / Accepting Agency shall check the quality of the constructed pontoon and its compliance to the contract. After the final acceptance the

pontoon is submitted to the surveyor of the IRS/LRS/ABS for examination and finalization of documents for its operation.

DATS Schedule

42. After the pontoon is launched, all compartments are to be checked for watertightness. All bottom plugs are to be inspected. No leakages are permitted. Fore and aft draft is checked as per draught marks. No original heel or trim is permitted. In case any heel or trim is observed the same should be corrected by provision of suitable fixed ballast.

43. Defining the location of Centre of Gravity and Transverse Meta-Centric height should be carried out only in presence of IRS/LRS/ABS surveyor and shall need to be performed experimentally according to the manual of the class authority.

44. **Fitted Equipment.** The Mooring and towing equipment should be visually inspected for their completeness and correspondence to the drawings. Serviceability, certificates for mooring and tow ropes is to be checked.

45. **Lifting Slings.** One set of lifting slings each of adequate SWL are to be supplied at Mumbai and Karwar for lifting of the Pontoons.

46. **Lifting Pad Eyes.** The Welds and lifting Pad eyes structure shall be checked for compliance with drawings. The trials of the lifting Pad eyes will be witnessed jointly by DGNP(MB) and class authorities and is to be carried out as follows: -

(a) The first berthing pontoon (in fully equipped condition) is to be load tested in the firm's premises by lifting 200-300 mm above the water surface, with slinging angle not more than 60° . After 15-minutes delay, the pontoon is to be lowered in back water.

(b) Lifting Pad eyes, adjacent deck and board structures and welded seams should be inspected. Cracks, plastic deformation of panelling and framing are not permitted.

(c) For the remaining four pontoons (03 berthing and one anchorage), load testing of lifting pad eyes is only to be done by means of dynamometer.

47. **Light fittings.** Arrangement for fitments of illumination lights is to be provided in the form collapsible supports with stays that can be fitted / removed on required basis. These should be provided with suitable bracket fixtures for fitment of lights.

48. **Hull Fittings.** Complete set and arrangement of man-holes should be checked to meet the requirements of the drawings. The man-holes are to be visually inspected. Marking on man-hole covers is to be checked. The marking should be easily readable, distinct and correspond to the Serial Number of the tank it is to be installed.

49. **Safety Fittings.** Arrangement and completeness of life saving equipments, collapsible stanchions and guard rails etc. must be provided from the safety point of view in accordance with relevant sections of the SOLAS requirement.

Scope Of Work

50. The scope of supply will include design, manufacture, testing, inspection, supply and commissioning of 04 nos. Jetty berthing pontoons, 01 no. service barge pontoon and 04 in nos. gangways for a ship having a docking displacement of 40000 tons. The fittings / equipment that are to be provided with each pontoon is given in the table below:-

<u>Fittings / equipment to be provided with one Pontoon</u>			
<u>S No</u>	<u>Description of Fittings</u>	<u>UOM</u>	<u>Quantity</u>
(a)	Mooring and Towing Equipment		
	(i) Mooring Bollards with bitts Ø 219 mm located on the deck along the Pontoon external sides	Nos	08
	(ii) Synthetic towing hawsers at fore and aft positions along the centre line	Nos	02
	(iii) Reels with drum Ø 320 mm	Nos	04
	(iv) Ropes Ø 20 mm of length 110 m with each reel	Nos	04
	(v) Steel towing ropes Ø 20 mm of length 10 m with thimbles connected to a triangular strap by shackles	Nos	02
	(vi) Ring Life Buoys with lifeline of length 30.0 m	Nos	04
	(vii) Light Fittings for illumination of complete pontoon	Nos	Adequate
	(viii) Chains to be used with Stainless Steel Guard Rail Stanchions	m	Adequate
	(ix) Stanchions fabricated from stainless steel pipes AISI 316	Nos	Adequate
(b)	Hull Fittings		
	(i) Manholes size NB 400 x 600 mm	Nos	02 for each compt
	(ii) Access Ladders	Nos	04
	(iii) Collapsible Life Rails / Guard Rails of height 1000 mm	Nos	Adequate
	(iv) PVC coated guard rail wire	m	Adequate
	(v) Pad Eyes	Nos	04
	(vi) Bottom Plugs	Nos	Adequate
	(vii) Lifting Slings	Nos	01 set each at Mumbai and Karwar
(c)	Pumping out arrangement		
	(i) Submersible electric pump PUMPEX P 2001-N type or equivalent with power 6.8 kW, capacity 2200 l/min (132 m ³ /hr) under 27 m head water column	Nos	01 each at Mumbai and Karwar

51. **Client Requirements.** Following mandatory requirements should be fulfilled by the bidders:

(a) The vendor qualification criteria mentioned at para 2 of the covering page to RFP should be adhered to and the vendor should arrange for the inspection of similar works done, if any, at site.

(b) The pontoons with all the associated fittings and Gangways are to confirm to the laid down technical specifications.

(c) The Classification Society surveyor and the DGNP (MB) representative shall have free access to the Shipyard/Builder during the construction period for inspection.

(d) **Spare Parts.** Spare parts as listed below needs to be provided along with the delivery of pontoons :-

SL NO	DESCRIPTION	UOM	QUANTITY
(i)	Rubber tubular elastic fender	No.	4
(ii)	Guard rail Chain	Mtrs	40
(iii)	Chain	No.	4
(iv)	Washer	No.	4
(v)	Manholes	No.	2
(vi)	Gasket	No.	64
(vii)	Nut	No.	24
(viii)	Pin	No.	10
(ix)	Drain plugs	No.	4

(e) In addition to the above, any other spare parts and replacements as recommended by the manufacturer towards one year trouble free operation of the pontoons shall also be included. The details of such spares shall be submitted in the following format:-

Sl. No	Description	Qty	Manufacturer	Country of origin

(f) In case of imported items, the following documents should be made available to the inspection agency.

- (a) Shipping Bill
- (b) Airway Bill /Bill of lading
- (c) Bill of entry for ware-housing
- (d) Copy of foreign suppliers packing note
- (e) Certificate of origin
- (f) OEM's Guarantee Certificate

(g) **Training.** The Contractor shall provide comprehensive maintenance training to operators at Mumbai and Karwar, for one week, regarding operation and maintenance of the equipment supplied. On completion of training, the firm is to obtain a “Completion of Training” certificate from the user.

(h) **Turnkey Basis.** The entire project will be executed on Turnkey basis. The contractor is to carefully assess the scope of work before quoting. All incidental and miscellaneous work not mentioned in the scope of work but associated with the successful completion of work to the buyer/ end user satisfaction shall be borne by the contractor. If necessary, the contractors may visit the work site and consult the user department for further details to understand the intricacies involved in executing the order.

52. **Drawings/documents/manuals.** The following drawings / documents, as applicable for any assemblies fitted in the pontoon, indicating part nos. for identification, are required to be submitted along with the supply of the pontoon: -

(a) General design/drawing approved by OEM.

(b) Operational and Maintenance Manual including recommended maintenance schedule and Repair manual.

(c) Parts Identification List / Drawing to identify defective parts for procurement & replacement of supplied equipment, if required in future.

53. Following documents are required to be submitted by the firm to the end users during handing over of the items:-

(a) D-787, pontoon maintenance schedule and Trials protocols (six copies each).

(b) As built final building specifications, as fitted drawings and consolidated schedule of piping, painting, and deck fittings.

(c) General lay-out of the pontoon (three copies per pontoon).

(d) Manuals with regards to installation, operation and maintenance of various equipments, fittings and part identification list (three copies per pontoon).

54. **Progress Report.** The contractor shall keep DGNP informed on the progress made towards supplies / manufacture of items/equipments through a monthly progress report in a mutually agreed format. A clear notice of at least four weeks prior to inspection and completion of assembly of the equipment prior to final testing / inspection at his works is to be given to inspection agencies. **The delivery schedule for the proposed supply is to be submitted by the supplier together with the drawings & documents for approval, within 12 weeks of issue of the Contract.**

55. **Two-Bid System.** In the Two-bid system, the bidders are to forward their quotes for the complete scope of work in two parts as follows:-

(a) Part-I: Technical bid (T-bid) – The ‘T’ bid should cover the complete scope of supply, progress schedule/timelines and delivery durations etc. The specifications shall be well documented and supported by drawings, manuals, relevant calculations and descriptive text as necessary for an evaluation to be made. **A copy of unpriced ‘Q’ bid must be included along with the T-bid. This will be identical to the sealed ‘Q’- bid, but without any indication of the prices.**

(b) Part-II: Commercial bid (Q-bid) – The ‘Q’ bid should give the cost of each item as per format enclosed.

56. The Technical bid and the Commercial bid should be sealed by the bidder in separate covers duly super scribed and both these sealed covers are to be put in a single cover which should also be sealed and duly super scribed as under:-

“Design, Manufacture and Supply of pontoons and Gangways at Mumbai and Karwar, Request for Proposal No. DGNP (MB)/7445/PONTOONS/TS- dated 21 Feb 2011”. [Part I (Technical) / Part II (Commercial)] is to be indicated as applicable on inner covers.

57. Earnest money deposit (EMD) shall be kept with the cover containing ‘T’ bid.

58. **The bidders have to strictly 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. In case of non-compliance, deviation from RFP is to be specified in unambiguous terms.

Para of RFP specifications	Specification of item offered	Compliance to RFP specification – whether Yes / No	In case of non-compliance Deviation from RFP

59. **Inspection of Factory Premises.** Factory premises of short listed firm(s) during TNC may be inspected by DGNP(MB) reps on as required basis to ascertain technical capability of the firm(s) to undertake the job of desired quality. In such cases, firm(s) would be technically qualified taking into account the factory inspection report.

60. **Delivery Period** – A total delivery period for supply, installation and commissioning of the plant is 22 months. This duration will commence from the effective date of signing the contract and the total duration of delivery period will be accounted, till the date of Work Completion Certificate (WCC) issued from End User to the firm. The delivery of the first pontoon shall be within 18 months after placement of the order and thereafter one pontoon at the end of each calendar month. The Pontoons at Mumbai are to be delivered first (in sequence starting with the Jetty Berthing Pontoons and followed by the Service Barge Pontoon) followed by the same at Karwar. One Gangway each is to be delivered along with each Jetty Berthing Pontoon at Mumbai and Karwar respectively.

61. **Commissioning.** The complete system is to be installed and commissioned in Naval Dockyard, Mumbai/ NSRY, Karwar where the necessary trials as specified and approved, will be conducted.

62. **Warranty** The following Warranty will form part of the contract placed on successful Bidder: –

(a) The Seller warrants that the goods supplied under the contract conform to technical specifications prescribed and shall perform according to the said technical specifications.

(b) The Seller warrants for a period of **12 months** from the date of acceptance of stores by Joint Receipt Inspection or date of installation and commissioning or date of obtaining work completion certificate from the user, whichever is later, that the goods/stores supplied under the contract and each component used in the manufacture thereof shall be free from all types of defects/failures.

63. **Consignee details**

(a) **For Mumbai** The Director General,
Naval Project (MB),
Accommodation Complex Bldg,
Lion Gate, Naval Dockyard
SBS Marg
Mumbai – 400023

(b) **For Karwar** The Captain Superintendent
Naval Ship Repair Yard
Naval Base, C/o Navy Office
Karwar- 581308

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 governed, interpreted, considered and made in accordance with the laws of the Republic of India. The element and principles of contract and the meaning and import of various legal terms used in the contract are contained in the Indian Contract Act, 1872 read with the Sale of Goods Act, 1930. Arbitration proceedings shall be governed by Indian Arbitration and Consolidation Act, 1996.

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

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

4. **Penalty for use of Undue influence.** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal

damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

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

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

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

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

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

- (a) Failure to submit PBG as per Clause 1, Part IV of this contract.
- (b) When the Seller fails to honour any part of the contract including failure to deliver the contracted item /equipment /stores /services in time.

- (c) When the contractor is found to have made any false or fraudulent declaration or statement to get the contract or he is found to be indulging in unethical or unfair trade practices.
- (d) The Buyer has noticed that the Seller has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (e) The delivery of the material is delayed for causes not attributable to Force Majeure for more than (**1 1/2 months**) after the scheduled date of delivery.
- (f) The delivery of material is delayed due to causes of Force Majeure by more than (**12 months**).
- (g) When the item supplied by the Seller repeatedly fails in the inspection and/ or the Seller is not in a position to either rectify the defects or offer items confirming to the contracted quality standards.
- (h) When both parties mutually agree to terminate the contract.
- (j) The Seller is declared bankrupt or becomes insolvent.
- (k) Any special circumstances to justify the cancellation or termination of a contract.
- (l) As per the 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 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) **General**

- 1. 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.

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

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

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

5. 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.

(b) **Customs Duty**

1. 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 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.....

2. 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.

3. 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.

(c) **Excise Duty**

1. Where the excise duty is payable on advalorem basis, the Bidder should submit along with the tender, the relevant form and the Manufacturer's price list showing the actual assessable value of the stores as approved by the Excise authorities.

2. Bidders should note that in case any refund of excise duty is granted to them by Excise authorities in respect of Stores supplied under the contract, they will pass on the credit to the Buyer immediately along with a certificate that the credit so passed on relates to the Excise Duty, originally paid for the stores supplied under the contract. In case of their failure to do so, within 10 days of the issue of the excise duty refund orders to them by the Excise Authorities the Buyer would be empowered to deduct a sum equivalent to the amount refunded by the Excise Authorities without any further reference to them from any of their outstanding bills against the contract or any other pending Government Contract and that no disputes on this account would be raised by them.

3. The Seller is also required to furnish to the Paying Authority the following certificates:

(a) Certificate with each bill to the effect that no refund has been obtained in respect of the reimbursement of excise duty

made to the Seller during three months immediately preceding the date of the claim covered by the relevant bill.

(b) Certificate as to whether refunds have been obtained or applied for by them or not in the preceding financial year after the annual Audit of their accounts also indicating details of such refunds/applications, if any.

(c) A certificate along with the final payment bills of the Seller to the effect whether or not they have any pending appeal/protest for refund or partial refund of excise duties already reimbursed to the Seller by the Government pending with the Excise authorities and if so, the nature, the amount involved, and the position of such appeals.

(d) An undertaking to the effect that in case it is detected by the Government that any refund from Excise Authority was obtained by the Seller after obtaining reimbursement from the Paying Authority, and if the same is not immediately refunded by the Seller to the Paying Authority giving details and particulars of the transactions, Paying Authority will have full authority to recover such amounts from the Seller's outstanding bills against that particular contract or any other pending Government contracts and that no dispute on this account would be raised by the Seller.

4. Unless otherwise specifically agreed to in terms of the contract, the Buyer shall not be liable for any claim on account of fresh imposition and/or increase of Excise Duty on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.

(d) **Sales Tax / VAT**

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.

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

1. 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 certificate from any authorised 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 certificate from the Buyer, to avoid payment of such local taxes or duties.

2. 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 bylaws / 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 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 (Form DPM-15 available in MoD website) is placed at Appendix 'D'.
2. **Option Clause.** The contract will have an Option Clause, wherein the Buyer can exercise an option to procure additional 50% of the original contracted quantity in accordance with same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm acceptance of the same for inclusion in contract. It will be entirely the discretion of Buyer to exercise this option or not.
3. **Repeat Order Clause.** The contract will have a Repeat Order Clause, wherein the Buyer can order up to 50% quantity of the items under the present contract within six months from the date of supply/successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.
4. **Tolerance Clause.** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, the Buyer reserves the right to **50 % plus/minus** increase or decrease the quantity of the required goods 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.
5. **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 as per the following schedule and terms, on production of the requisite documents:-

SI No.	Benchmark	%
(a)	Advance Payment	NIL
(b)	<u>Stage Payment 1</u> - Submission of design / drawings, QAP and trials schedule approved by Classification Society against an advance BGB of equivalent amount.	5%
(c)	<u>Stage Payment 2</u> - Receipt of Steel at works post clearance by the inspection agency against an equivalent BGB amount.	20%
(d)	<u>Stage Payment 3</u> - Receipt of all fenders at works post clearance by the inspection agency against an advance BGB of equivalent amount.	5%
(e)	<u>Stage Payment 4</u> - Delivery & commissioning of first jetty berthing pontoon and one Gangway along with supply of all associated gears, spare parts etc., and completion of user training at Mumbai as per the contract, duly accompanied with inspection note issued by the inspecting agency.	15%
(f)	<u>Stage Payment 5</u> - Delivery & commissioning of second jetty berthing pontoon and one Gangway along with supply of all associated gears, spare parts etc., and completion of user training at Mumbai as per the contract, duly accompanied with inspection note issued by the inspecting agency.	15%
(g)	<u>Stage Payment 6</u> - Delivery & commissioning of Service Barge pontoon and supply of all associated gears, spare parts etc., and completion of user training at Mumbai as per the contract, duly accompanied with inspection note issued by the inspecting agency.	10 %
(h)	<u>Stage Payment 7</u> - Delivery & commissioning of first jetty berthing pontoon and one Gangway along with supply of all associated gears, spare parts etc. and completion of user training at Karwar as per contract, duly accompanied with inspection note issued by the inspecting agency.	15 %
(j)	<u>Stage Payment 8</u> - Delivery & commissioning of fifth pontoon and one Gangway along with supply of all associated gears, spare parts etc. and completion of user training at Karwar as per contract, duly accompanied with inspection note issued by the inspecting agency.	15 %

6. **Paying Authority.** Director General Naval Project, Mumbai. 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 Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
- (iv) CRVs in duplicate.
- (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) 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 contract).
- (xiii) Any other document / certificate that may be provided for in the Contract.
- (xiv) User Acceptance.
- (xv) Xerox copy of PBG.

7. **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/Organisation including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all contracts 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/organisation including the Buyer or any Deptt, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:-

- (i) Exports by the Seller.
- (ii) Sale of goods as original equipment at price lower than the prices charged for normal replacement.
- (iii) Sale of goods such as drugs which have expiry dates.
- (iv) Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous

contracts entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private parties and bodies.

(c) The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract – “We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/organisation including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all contracts 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 -”.

8. **Exchange Rate Variation Clause.** No adjustment of prices shall be entertained on account of any variation in exchange rate.

9. **Risk & Expense clause**

1. Should the stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

2. 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.

3. 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:-

(a) Such default.

(b) In the event of the contract being wholly determined the balance of the stores remaining to be delivered thereunder.

4. 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 nonperformance 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 6 (six) 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.

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 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 upgradation/alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenisation or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques along with necessary tools as a result of upgradation/alterations will be provided to the Buyer free of cost within 15 days of affecting such upgradation/alterations.

12. **OEM Certificate**. In case the Bidder is not the OEM, a certificate from its principles i.e. OEM, authenticating that the Bidder is an authorized dealer/distributor of items/equipments in India is mandatorily to be included along with the 'T' bid.

13. **Earliest Acceptable Year of Manufacture.** 2011 Quality / Life certificate will need to be enclosed with the Bill.

14. **Buyer Furnished Equipment.** The following equipment will be provided by the Buyer at his expense to the Seller:

15. **Transportation.** The following Transportation clause will form part of the contract placed on successful Bidder

(a) **CIF/CIP** – The stores shall be delivered CIF/CIP at ND(MB). Seller will bear the costs and freight necessary to bring the goods to the port of destination. The Seller also has to procure marine/other insurance against the Buyer's risk of loss of or damage to goods during the carriage. The Seller will contract for insurance and pay the insurance premium. Seller is also required to clear the goods for export. The stores shall be delivered to the Buyer by Indian ships only. The date of issue of the Bill of Lading shall be considered as the date of delivery. No part shipment of goods would be permitted. Trans-shipment of goods would not be permitted. In case it becomes inevitable to do so, the Seller shall not arrange part-shipments and/or transshipment without the express/prior written consent of the Buyer. The goods should be shipped by Indian vessels only. However, the Seller can still utilize the services of the MoD, Govt of India Freight Forwarding Agent details for which will be provided by the Buyer. Seller will be required to communicate the following information invariably by telex/signed in case of import of Defence Stores being brought in commercial ships to Embarkation Head Quarters concerned well in advance before the Ship sails the port of loading:

- (i) Name of the Ship
- (ii) Port of Loading and name of Country.
- (iii) ETA at port of Discharge i.e. Bombay, Calcutta, Madras and Cochin.
- (iv) Number of Packages and weight.
- (v) Nomenclature and details of major equipment.
- (vi) Special instructions, if any stores of sensitive nature requiring special attention.

16. **Air lift.** The following Airlift clause will form part of the contract placed on successful Bidder - Should the Buyer intend to airlift all or some of the stores, the Seller shall pack the stores accordingly on receipt of an intimation to that effect from the Buyer. Such deliveries will be agreed upon well in advance and paid for as may be mutually agreed.

17. **Packing and Marking.** The following Packing and Marking clause will form part of the contract placed on successful Bidder

(a) The Seller shall provide packing and preservation of the equipment and spares/goods contracted so as to ensure their safety against damage in the conditions of land, sea and air transportation, transshipment, storage and weather hazards during transportation, subject to proper cargo handling. The Seller shall ensure that the stores are packed in containers, which are made sufficiently strong, and with seasoned wood. The packing cases should have

hooks for lifting by crane/fork lift truck. Tags with proper marking shall be fastened to the special equipment, which cannot be packed.

(b) The packing of the equipment and spares/goods shall conform to the requirements of specifications and standards in force in the territory of the Seller's country.

(c) Each spare, tool and accessory shall be packed in separate cartons. A label in English shall be pasted on the carton indicating the under mentioned details of the item contained in the carton. A tag in English with said information shall also be attached to six samples of the item. If quantity contracted is less than six then tag shall be affixed to complete quantity contracted of the item. The cartons shall then be packed in packing cases as required.

- (i) Part Number :
- (ii) Nomenclature :
- (iii) Contract annex number :
- (iv) Annex serial number :
- (v) Quantity contracted :

(d) One copy of the packing list in English shall be inserted in each cargo package, and the full set of the packing lists shall be placed in Case No.1 painted in a yellow colour.

(e) The Seller shall mark each package with indelible paint in the English language as follows:-

- (i) EXPORT
- (ii) Contract No. -----
- (iii) Consignee -----
- (iv) Port / airport of destination -----
- (v) Ultimate consignee -----
- (vi) SELLER -----
- (vii) Package No. -----
- (viii) Gross/net weight : -----
- (ix) Overall dimensions/volume : -----
- (x) The Seller's marking.

(f) If necessary, each package shall be marked with warning inscriptions:<Top>, "Do not turn over", category of cargo etc.

(g) Should any special equipment be returned to the Seller by the Buyer, the latter shall provide normal packing, which protects the equipment and spares/goods from the damage of deterioration during transportation by land, air or sea. In this case the Buyer shall finalize the marking with the Seller.

18. **Quality.** The quality of the stores delivered 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 stores suggested by the Buyer. Such

modifications will be mutually agreed to. The Seller confirms that the stores to be supplied 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.

Quality Assurance and Testing

19. **Inspection Agency.** Indian Maritime Register of Shipping (IRS) or Lloyd Register of Shipping (LRS) or American Bureau of Shipping (ABS), the classification society associated with this project (as contracted by the bidder), will be the inspection agency. At various stages of construction, the supervision and inspection/ compliance of the QAP shall be monitored through IRS/LRS/ABS.

20. **Quality Assurance Plan.** The Quality Assurance Plan establishes the inspection and tests of the equipment / system components & sub-assemblies in the firm's premises, which shall be performed to verify or demonstrate their conformance to customer's specification, the applicable codes and standards. **A QA Plan duly appraised by IRS/LRS/ABS shall be prepared and submitted by the firm to DGNP (MB) for final approval within 12 weeks from the award of contract.** The plan shall include the details of all tests/trials scheduled to be conducted during various stages of pontoon construction. DGNP (MB) reserves the right to add/amend any test or a provision of test.

21. Availability of in-house Quality Control procedures and plans are an essential pre-requisite for tendering. Therefore, the firms should have all essential quality control facilities including testing of the end product as applicable. All bought out items shall be procured against prior approval by DGNP /Classification Society. The Inspection by IRS/LRS/ABS may cover all aspects of material, workmanship and processes, keeping in view quality control parameters. This inspection may be at all stages, starting from raw materials, fabrication, assembly and testing of sub-assemblies, in the firms' premises, as considered necessary, on successful completion of which, the inspection note will be issued by the inspection agency. Final testing of the pontoon at site will be witnessed by the user. All observations of the user, during these trials at site, are to be liquidated by the firm, to enable issue of commissioning certificate by the user.

22. **Acceptance Test & Trials.** Completely assembled pontoons with installed equipments are to be tested first at the builders yard and then at places i.e. Mumbai and Karwar as applicable. The test program is to be formulated/developed by the Yard and submitted to the DGNP after vetting by Classification society for approval prior to testing.

23. **Testing of Tanks.** All tanks to be tested with water or air pressure as per class requirements.

24. **Testing of Welds.** The quality of the welds in the pontoons is to be checked by various Non-destructive techniques (NDT) like Magnetic Particles Inspection (MPI),

Ultrasonic Inspection (UI) or by Radiography testing according to the requirements stipulated in approved WPS and Testing Program. Inspection results are to be submitted to the IRS/LRS/ABS surveyor for approval/acceptance.

25. **Pre-Dispatch Inspection**. The following Pre-dispatch Inspection clause will form part of the contract placed on successful Bidder:-

(a) A **pre-dispatch inspection** (PDI) of fenders shall be undertaken jointly by DGNP (MB) reps and Class representatives at the premises of firm supplying the fenders. Such inspection would involve proof load testing of at least one such fender. The expenses for the naval team for the visit shall be borne by DGNP (MB) while the expenses of Class personnel shall have to be borne by the contractor/Class.

(b) The final tests and trials/ inspection shall be jointly undertaken with the involvement of DGNP (MB) rep or final user at the builder's yard. In this regard, the necessary logistics provisions/arrangements shall have to be provided for the inspection team during visits as per activities of QA plan and included in the shipyard/builder's cost.

(c) 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 authorised representative(s) to attend the PDI.

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

(e) All costs associated with the inspection of the Classification Society shall be borne by the Buyer.

26. **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."

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 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 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. **Warranty** The following Warranty will form part of the contract placed on successful Bidder –

(i) If within the period of warranty, the goods are reported by the Buyer to have failed to perform as per the specifications, the Seller shall either replace or rectify the same free of charge, within a maximum period of 45 days of notification of such defect received by the Seller, provided that the goods are used and maintained by the Buyer as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration of downtime. Record of the down time would be maintained by the user in the logbook. Spares required for warranty repairs shall be provided free of cost by

the Seller. The Seller also undertakes to diagnose, test, adjust, calibrate and repair/replace the goods/equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the Buyer and the Seller.

(ii) The Seller also warrants that necessary service and repair back up during the warranty period of the equipment shall be provided by the Seller and he will ensure that the downtime is within **0.5 %** of the warranty period.

(iii) The Seller shall associate technical personnel of the Maintenance agency and Quality Assurance Agency of the Buyer during warranty repair and shall also provide the details of complete defects, reasons and remedial actions for defects.

(iv) If a particular equipment/goods fails frequently and/or, the cumulative down time exceeds **20 %** of the warranty period, the complete equipment shall be replaced free of cost by the Seller within a stipulated period of 60 days of receipt of the notification from the Buyer. Warranty of the replaced equipment would start from the date of acceptance after Joint Receipt Inspection by the Buyer/date of installation and commissioning.

(v) In case the complete delivery of Engineering Support Package is delayed beyond the period stipulated in this contract, the Seller undertakes that the warranty period for the goods/stores shall be extended to that extent.

(vi) The Seller will guarantee the shelf life of (10) years under the Indian tropical condition as given below:

1. Minimum temperature – 10°C
2. Maximum temperature - 50°C
3. Average Humidity – 90%

(vii) The Seller shall make available the detailed specifications of all oils and lubricants required to be used in the equipment at the line of initial delivery of equipment to facilitate identification and development of indigenous equivalents to be used after the expiry of the warranty period.

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

(a) The Seller agrees to provide Product Support for the stores, assemblies/sub-, fitment items and consumables, Special Maintenance Tools(SMT)/Special Test Equipments (STE) subcontracted from other agencies/manufacturer by the Seller for a maximum period of 20 years including 01 year of warranty period after the delivery of items required for items.

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

30. **Engineering Support Package (ESP) clause.** The following ESP clause will form part of the contract placed on successful Bidder –

(a) **Repair Philosophy.** The Engineering Support Philosophy shall conform to the repair philosophy as follows:

(i) **Unit level repairs.** These are repairs carried out within the unit holding this equipment with tools generally held within the unit or supplied by the manufacturer with each equipment or as per scaling of 1:10 or any other scaling recommended by the manufacturer as per population held in the unit. These pertain to cleaning, lubrications, minor repairs and replacement of components and minor assemblies that can be carried out in field without any sophisticated tools or test equipment. For carrying out such repairs, the manufacturer is required to provide the following:-

1. Table of Tools and Equipment (TOTE) with each equipment including operators manual.
2. Scaling of special tools and spares as mentioned above including Maintenance manual.

(ii) **Field Repairs.** These are repairs carried out in the field by technicians specially trained for this purpose and where the required special tools and spares have to be provided. These repairs comprise replacement of major assemblies and other components beyond the scope of unit level repairs. Normally a field work shop that carries out such repairs looks after three to four units holding the said equipment. The manufacturer is required to provide the following:-

1. Quantity and specification of spares that need to be stocked for a population of ordered equipment.
2. Special Maintenance Tools and Test Equipment that need to be provided to each such field work shop. (The total number of such facilities would also have to be stated based on deployment pattern of the concerned equipment to carryout total costing).

(iii) **Base overhaul.** All repairs including repairs to components, subassemblies and overhaul of the complete equipment are carried out by this facility. Depending on the population of the equipment, one to five such facilities may be established in India for this purpose (The actual No would have to be stated for costing).The manufacturer is required to provide the following:-

1. All Special Maintenance Tools, jigs, fixtures and test equipment for carrying out repairs up to component level.
2. Quantity and specification of spares, sub assemblies as per population expected to be maintained.
3. Oils and lubricants necessary for overhaul.
4. All necessary technical literature.
5. Calibration facilities for test equipment. This level of repair defines stripping and rebuilding of equipment in a Base workshop.

(b) **Manufacturers Recommended List of Spares (MRLS)**. Based on the explanation given above, Bidders are requested to provide MRLS to sustain the equipment for a period **of 05 years** for various levels of repair as per format given at Form DPM-19 (Available in MoD website and can be given on request). Bidders will be required to provide these with Technical and Commercial proposals. (In case where the equipment has been in usage the spares would be sought by Buyer, on the recommended list to be furnished by the maintenance agency, based on the exploitation of the equipment, and NOT as per MRLS). While with the commercial proposal, the actual costs of each component/spare will be provided, in the case of Technical Proposal these will be reflected as Low Cost/ Medium Cost/High Cost. A guideline for this purpose is as under:-

- (i) Low Cost. Less than 2 % of the unit cost of the equipment/sub system.
- (ii) Medium Cost. 2 to 10% of the unit cost of the equipment/sub system.
- (iii) High Cost. Greater than 10 % of the unit cost of equipment/subsystem. If the complete equipment comprises a number of different sub systems, for e.g. it is coming mounted on a vehicle or is provided with a stand for mounting or is inclusive of a generator or an air conditioner or has a sight, the MRLS must be provided separately for each such sub system.

(c) **Special Maintenance Tools and Test Equipment**. This is to be formulated in a similar manner as explained for MRLS. A suggested format is given at Form DPM-17 (Available in MoD website and can be given on request) and is to be included in both Technical and Commercial Proposals. The cost column may be left blank in the Technical Proposal.

(d) **Technical Literature**. The details of technical literature to be supplied with the system should be listed as per the suggested format at Form DPM-18 (Available in MoD website and can be given on request). This should be provided with both Technical and Commercial Proposals. The cost column may be left blank in the Technical Proposal.

(e) **Miscellaneous Aspects**. (Applicable only when trials are required) – In cases where the equipment is required to undergo trials, the equipment will also

be put through Maintenance Evaluation Test. Based on this evaluation and in consultation with the supplier, the MRLS may be refined. During user trials it may be brought out that the equipment is acceptable subject to carrying out certain modifications / improvements.

(f) **Maintainability Evaluation Trials (MET)**. This is carried with a view to facilitate provisioning of effective engineering support during life cycle of the equipment. This would involve stripping of the equipment and carrying out recommended tests and adjustments and establishing adequacy of maintenance tools, test equipment and technical literature. MET details will be given as per format given at Form DPM-20 (Available in MoD website and can be given on request). To facilitate this process the Bidder is required to provide the following :-

(i) Technical Literature.

1. User Handbook/Operators Manual in English and Hindi.
2. Design Specifications.
3. Technical Manuals.

(a). Part I Tech description, specifications, functioning of various systems.

(b). Part II Inspection/Maintenance tasks repair procedures, materials used, fault diagnosis and use of Special Maintenance Tools (SMTs)/Special Test Equipment (STEs).

(c). Part III Procedure for assembly/disassembly, repair up to component level, safety precautions.

(d). Part IV Part list with drawing reference and List of SMTs/STEs Test Bench.

4. Manufacturers Recommended List of Spares (MRLS).
5. Illustrated Spare Parts List (ISPL) and along with the prices in the Commercial offer.
6. Technical Manual on STE with drawing reference.
7. Complete Equipment Schedule.
8. Table of Tools & Equipment (TOTE) & carried spares.
9. Rotable list, norms of consumption, mandatory/ non mandatory spares list for each system.

(ii) One set of Special Maintenance Tools (SMTs).

(iii) One set of Special Test Equipment (STEs).

(iv) Servicing Schedule.

(v) Condemnation limits.

- (vi) Permissive repair schedule.
- (vii) Packing specifications /instructions.
- (viii) Design Specifications.
- (ix) Any additional information suggested by the OEM.

(g) Vendors quoting lesser ESP / MRLS in terms of range and depth will have to make good the deficiency. The vendors quoting surplus items in ESP / MRLS should agree to buy back the surplus spares.

31. **Price Variation (PV) Clause**. This is firm and fixed price contract and will not subject to any adjustment during the performance of contract for any reason whatsoever. However, taxes and levies, as per current rates will be applicable.

Part V – Evaluation Criteria & Price Bid

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

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

(b) In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The unpriced 'Q' bids will be evaluated along with the technical bid to ensure uniform compliance with required taxes and terms of payment amongst various bidders. 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 indigenous Bidders are competing, all taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.

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

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

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

3. Sales tax and other local levies, i.e. Octroi, entry tax etc would be ignored in case of indigenous Bidders.

(d) The Bidders are required to spell out the rates of Customs duty, Excise duty, VAT, Service Tax, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty / Excise Duty / VAT is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entailed after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty

included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs duty / Excise Duty / VAT duty upto any value of supplies from them, they should clearly state that no excise duty 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 Customs duty / Excise Duty / VAT, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and VAT also.

(e) 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.

(f) 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.

(g) The Lowest Acceptable Bid will be considered further for placement of contract 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. **Price Bid Format.** The Price Bid Format is given below and Bidders are required to fill this up correctly with full details:-

PART A- "COST OF MATERIAL"

<u>S NO</u>	<u>DESCRIPTION OF ITEMS</u>	<u>U O M</u>	<u>QTY</u>	<u>UNIT RATE (RS.)</u>	<u>VALUE (RS)</u>
1.	Steel plates and sections	Tons			
2.	Fenders	Nos.			
3.	Pontoon Fittings for Lights, Mooring & Towing Equipment, Hull Fittings, Cathodic Protection System, Paints etc.	Lumpsum			
4.	Spare Parts / maintenance kit	Lumpsum			
5.	Total cost of above items				

6.	Taxes with rates, if any (Excise duty etc.)	Lumpsum			
7.	Total cost including Excise Duty etc.				
8.	VAT with rates, if any	Lumpsum			
9.	Packing & Forwarding Charges (if any)	Lumpsum			
10.	Freight (if any)	Lumpsum			
11.	Total of Part 'A'				

PART B – “SERVICES / WORK”

<u>S NO</u>	<u>DESCRIPTION OF ITEMS</u>	<u>U O M</u>	<u>VALUE (RS)</u>
1.	Design of pontoons including preparation of documentation	Lumpsum	
2.	Complete fabrication of pontoon including installation of all fittings and painting	Tons	
3.	Fabrication of Gangway including painting	Tons	
4.	Inspection Agency charges (including design validation, QAP approval and inspection charges)	Lumpsum	
5.	Testing Charges	Lumpsum	
6.	Transportation including Voyage Insurance	Lumpsum	
7.	Contingencies and administrative charges	Lumpsum	
8.	Total cost of above items		
9.	Service Tax with rates, if any	Lumpsum	
10.	Total of Part 'B'		

PART C – “TOTAL SUMMARY TABLE”

SI No.	Part	Total Rs in Figures	Total Rs in Words
1.	Part A – Cost of Material		
2.	Part B – Services/Work		
<u>GRAND TOTAL</u>			

PRICE SCHEDULE

Name of Works: DESIGN, MANUFACTURE, TESTING, INSPECTION, SUPPLY AND COMMISSIONING OF FIVE(05) NOS PONTOONS AT MUMBAI & KARWAR (03 & 02 NOS RESPECTIVELY) WITH SUITABLE FITTINGS AND 04 IN NOS GANGWAYS (TWO EACH FOR MUMBAI & KARWAR)

Sl No	Description of item of work	Unit	Nos of units	Lump sum rate per unit in figure and words both	Amount (Col 4 x Col 5)
1	2	3	4	5	6
1.	Design, manufacture, testing, inspection, supply and commissioning of one set of Pontoon and Gangway including all fittings and fixtures complete at Mumbai as specified. Note: Break up of cost of one Pontoon is as per format given above.	Each job	2	Rs. _____ (Rupees _____ _____)	Rs. _____
2	Design, manufacture, testing, inspection, supply and commissioning of one set of Pontoon and Gangway including all fittings and fixtures complete at Karwar as specified. Note: Break up of cost of one Pontoon is as per format given above.	Each job	2	Rs. _____ (Rupees _____ _____)	Rs. _____
3	Design, manufacture, testing, inspection, supply and commissioning of service barge Pontoon including all fittings and fixtures complete at Mumbai as specified. Note: Break up of cost of one Pontoon is as per format given above	Each job	1	Rs. _____ (Rupees _____ _____)	Rs. _____
GRAND TOTAL					Rs. _____

(Rupees _____ only)

Note : If errors, omissions, ambiguities, inconsistencies or other defects are found in the contractor's documents, they and the works shall be corrected at the contractor's cost notwithstanding any consent or approval of the engineer/consignee. Therefore any variation in any quantity of materials or works services due to contractors design shall not be adjusted.

GUIDELINE SPECIFICATIONS OF FENDERS

1. **Purpose.** The fender shall absorb the impact of berthing of the warship and also the chatter of the moored vessel in order to avoid damages to the vessel and to the structure. Functionally, fender shall accomplish the following purpose:-

- (a) Absorb the berthing energy or impact of the vessel and transmit a maximum load of 10T/ running metre to the structure.
- (b) Hold the vessel off the face of the pontoon and avoid rubbing against the structure and consequent damages to the vessel and the structure.
- (c) The thrust from berthing loads to the structure be imparted such that it is limited to 300 Tons per caisson (Caisson length 30 m)

2. **Type of Fenders.** The fenders shall be of floating hydro pneumatic type of size 3.5 Mtrs (dia) X 10.6 Mtrs (length) conforming to ISO 17357. Each jetty berthing pontoon is required to be provided with minimum 05 in nos. hydro-pneumatic fenders of size 3.5 Mtrs X 10.6 Mtrs suitably distributed on the two boards. These are to be suspended from suitable bollards provided on the deck for the purpose. Corner protection fenders for 04 nos. Jetty berthing pontoons would be conforming to IS 13848:1993. The one in no. service barge berthing pontoon is to be provided with cylindrical rubber fenders conforming to IS 4651 (Part IV). These are to be secured with chains along both the boards. The firms supplying the fenders are to be ISO 9001 certified.

3. **Selection.** The selection of hydro pneumatic fenders shall be dependent on following parameters and they should be designed for berth loads from ships as specified:-

- (a) **Size of ship.** The fender capacity shall cater for a 40,000 ton displacement warship.
- (b) **Berthing velocity.** The berthing velocity of 0.3 m/sec shall be considered for Mumbai and 0.15 m/sec for Karwar.

4. **Importance of structure.** The jetty/pier structure both at Mumbai and Karwar is of critical importance and no damage to it under any circumstances is acceptable. The details of structures are as follows:

- (a) **Mumbai.** The berthing structure at Mumbai is made up of RCC Caissons sunk in position due to gravity and supported on top by a RCC slab. The maximum horizontal load capacity of the structure is 10 T/RM
- (b) **Karwar.** In case of Karwar the jetty face is supported on piles. The maximum horizontal load capacity of the structure is 30 KN/RM. The maximum

amount of reaction force which the ship and the pontoon structure can withstand is $20T/m^2$.

5. **Energy Absorption**: - The Hydro-pneumatic fenders are required to have the following Properties: -

- (a) Reaction force : 631.8 tons
- (b) Energy absorption : 309.0 ton – m

6. Tolerance of reaction force and deflection at guaranteed energy absorption are as follows:-

- (a) Reaction Force : $\pm 10\%$
- (b) Deflection : $\pm 5\%$

7. The detailed calculation supporting the energy absorption capacity for the proposed fenders and adequacy of the same would need to be provided. A factor of safety of at least 1.4 should be applied over the ultimate energy absorptions capacity of such fenders.

8. The hydro pneumatic fender shall be installed such that they are horizontally floating on water with suitable immersion in water. The horizontal disposition is to be such that three are on one side and two on the other side. The corner fenders are to be on the side where two fenders are provided.

9. The quantum of immersion in water is essential to ensure that the fender does not sit on top of the pontoon at any time during the high/low tide. However, this is to be kept to the bare minimum.

10. The service barge pontoon is to be provided with rubber fenders conforming to IS 13848:1993 and having the following parameters: -

- (a) Type : Tubular, Flexible, Rubber
- (b) External Dia : 600 mm
- (c) Internal Dia : 300 mm
- (d) Length : 2000 mm
- (e) Contact Pressure : $P_k = 0.74$ MPa
- (f) Power Intensity : 52 kNm
- (g) Taken up load : $Q = 300$ kN
- (h) Qty : 40/41
- (j) Weight : 130 -133 Kgs

11. All the pontoons are provided with corner protection vertical roller rubber fenders with following characteristics: -

- (a) Rated Energy absorption : 20.8 TM
- (b) Rated reaction force : 168 T
- (c) Deflection tolerance : $\pm 10\%$
- (d) Performance tolerance : $\pm 10\%$

FAX MESSAGE

FROM: NMRL

FAX No 0251 2820604

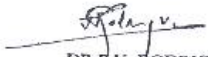
TO: DIRECTOR GENERAL NAVAL
PROJECTS, MUMBAI

FAX NO : 022 2266 4361
022 22661142

SACRIFICIAL ANODE PLAN -PONTOON FENDERS

Refer to your Fax; File no 7745/PONTOONS dated 28.06.07

2. The subject plan forwarded has been examined. The following recommendations is made, taking into consideration 1059m² as the wetted area as given in the referred letter enclosure.
- i. A total 64 nos indium activated aluminium alloy MKII anodes should be welded to the wetted region .
 - ii. 15 nos anodes should be welded on each of the four sides (length) of the pontoon at a distance approx 1100 mm from the waterline. (15 X 4 =60 anodes)
 - iii. One anode should be welded on each of the four width side of the pontoon.
(1 X 4= 4)


DR. P. V. RODRIGUES
SCIENTIST "F"
For DIRECTOR, NMRL

Encl: I. Anode Calculations
II.Sacrificial anode plan

NO:NMRL/PT-CP/0621
Date: 12/07/2007

Enclosure I to NMRL fax :NMRL/PT-CP/0621, dated: 12/07/2007

Anode Calculations

- i. Wetted area: 1079 m²
- ii. Current capacity: 2640 Amp.Hrs/Yr
- iii. Current requirement for protection: 0.032A/ m²
- iv. Expected life: 5.0 yrs
- iv. Utilisation factor: 0.7
- v. Net wt of one MKII anode: 12.4 Kgs

1. Total Current required = wetted area X Current required per m² for protection
= 1079X 0.032
= 34.5 A

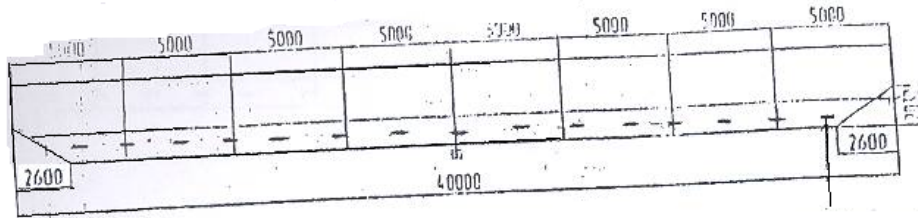
2. Mass of anode required = $\frac{\text{Total current required X 8760 X no of years}}{\text{current capacity X utilization factor}}$
= $\frac{34.5 \times 8760 \times 5}{2640 \times 0.7}$
= 818 Kgs

3. No of MKII anodes = $\frac{\text{Total mass of anode}}{\text{wt of each MKII anode}}$
= 818/12.4
= 66

4. Distribution
- i. 16 nos anodes on each of the four length side (15 x 4 =60)
 - ii 1 anode on each of the four breadth side (1 x 4 = 4)
- Total (60 + 4 = 64 MKII anodes)

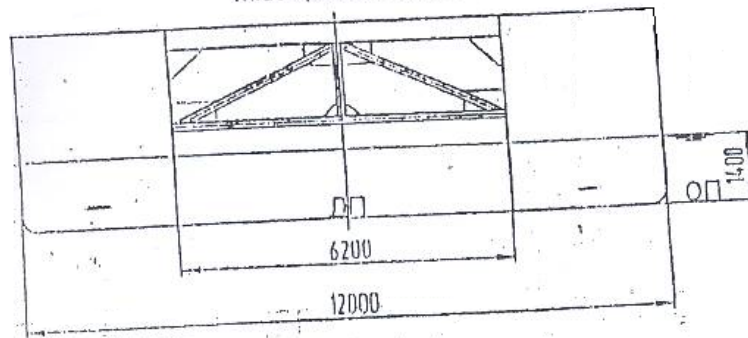
SACRIFICIAL ANODE PLAN

Profile



Mk II Anodes

Midship frame section



EMD Bank Guarantee format

Whereas(hereinafter called the "Bidder") has submitted their offer dated.....for the supply of (hereinafter called the "Bid") against the Buyer's Request for proposal No. KNOW ALL MEN by these presents that WEof having our registered office at are bound unto (hereinafter called the "Buyer) in the sum offor which payment will and truly to be made to the said Buyer, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this..... day of20.....

The conditions of obligations are:-

- (1) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.
- (2) If the Bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity.
- (3) If the Bidder fails to furnish the Performance Security for the due performance of the contract.
- (4) Fails or refuses to accept/execute the contract. WE undertake to pay the Buyer up to the above amount upon receipt of its first written demand, without the Buyer having to substantiate its demand, provided that in its demand the Buyer will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank)
Name and designation of the officer
Seal, name & address of the Bank and address of the Branch

Performance Bank Guarantee Format

From:

Bank _____

To,

The President of India

Ministry of Defence,

Government of India

New Delhi

Dear Sir,

Whereas you have entered into a contract No. _____ dated _____ (hereinafter referred to as the said Contract) with M/s _____, hereinafter referred to as the "seller" for supply of goods as per Part-II of the said contract to the said seller and whereas the Seller has undertaken to produce a bank guarantee for(%) of total Contract value amounting to _____ to secure its obligations to the President of India. We the _____ bank hereby expressly, irrevocably and unreservedly undertake and guarantee as principal obligors on behalf of the seller that, in the event that the President of India declares to us that the goods have not been supplied according to the Contractual obligations under the aforementioned contract, we will pay you, on demand and without demur, all and any sum up to a maximum of _____ Rupees _____ only. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. We undertake to effect payment upon receipt of such written demand.

2. We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between you and the Seller, indulgence to the Seller by you, or by any alterations in the obligations of the Seller or by any forbearance whether as to payment, time performance or otherwise.

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

4. This guarantee shall remain valid for months from the date of JRI acceptance of test consignment in India or until all the store, spares and documentation have been supplied according to the contractual obligations under the said contract.

5. Unless a demand or claim under this guarantee is made on us in writing or on before the aforesaid expiry date as provided in the above referred contract or unless this guarantee is extended by us, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder:-

(a) This guarantee shall be a continuing guarantee and shall not be discharged by and change in the constitution of the Bank or in the constitution of M/s_____.

(b) Notwithstanding anything contained herein above: -

(i) Our liability under this guarantee is restricted to Rs. _____.

(ii) This guarantee is valid upto_____ (date).

(iii) We are liable to pay guarantee amount or part thereof, if and only if, we receive a written claim or demand on or before_____ (date).

Yours faithfully,

For _____ Bank
(Authorised Signatory/Attorney)

Place: _____

Date

FORMAT FOR BANK GUARANTEE FOR ADVANCE PAYMENT

From :

Bank _____

To

The President of India

Sir,

With reference to contract No. _____ dated _____ concluded between the President of India, hereinafter referred to as 'the Purchaser' and M/s _____ hereinafter referred to as the "the contractor" for the development and supply of _____ as detailed in the above contract which contract is hereinafter referred to as "the Said Contract" and in consideration of the Purchaser having agreed to make an advance payment in accordance with the terms of the Said Contract to the said contractor, we the _____ bank, hereinafter call 'the Bank' hereby irrevocably undertake and guarantee to you that if the Said Contractor would fail to develop and supply the stores in accordance with the terms of the Said Contract for any reason whatsoever or fail to perform the Said Contract in any respect or should whole or part of the said on account payments at any time become repayable to you for any reason whatsoever, we shall, on demand and without demur pay to you all and any sum upto a maximum of Rs. _____ (Rupees _____ only) paid as advance to the Said Contractor in accordance with the provisions contained in Clause _____ of the Said Contract.

2. We further agree that the Purchaser shall be the sole judge as to whether the contractor has failed to develop and deliver the stores in accordance with the terms of the Said Contract or has failed to perform the said contract in any respect or the whole or part of the advance payment made to Contractor has become repayable to the Purchaser and to the extent and monetary consequences thereof by the Purchaser.

3. We further hereby undertake to pay the amount due and payable under this Guarantee without any demur merely on a demand from the Purchaser stating the amount claimed. Any such demand made on the Bank shall be conclusive and binding upon us as regards the amounts due and payable by us under this Guarantee and without demur.

However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs _____ (Rupees _____ only).

4. We further agree that the Guarantee herein contained shall remain in full force and effect for a period of 12 months from the date the last advance payment was made or for a period of 90 days from the date on which final delivery of the stores after development was made and accepted by the Purchaser whichever falls later unless the Purchaser in his sole discretion discharges the Guarantee earlier.

5. We further agree that any change in the constitution of the Bank or the constitution of the contractor shall not discharge our liability hereunder.

6. We further agree that the Purchaser shall have the fullest liberty without affecting in any way our obligations hereunder with or without our consent or knowledge to vary any of the terms and conditions of the Said Contract or to extend the time of development/delivery from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the contractor and either to forbear or enforce any of the terms and conditions relating to the Said Contract and we shall not be relieved from our liability by reason of any such variation or any indulgence or forbearance shown or any act or omission on the Purchaser or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so relieving us.

7. We lastly undertake not to revoke the Guarantee during the currency of the above said contract except with the prior consent of the Purchaser in writing.

Yours faithfully,
for _____ Bank
(Authorised Attorney)

Place : _____

Date : _____

Seal of the Bank

