



सत्यमेव जयते
Ministry of Defence
Government of India

**REQUEST FOR PROPOSAL
BY**

**MINISTRY OF DEFENCE
GOVERNMENT OF INDIA
FOR PROCUREMENT OF**

**101 NOS. (27 FOR OPVs, 32 FOR FPVs AND 42 FOR IBs)
DISPERSANT SPRAY SYSTEM
FOR MARINE POLLUTION RESPONSE
FOR
INDIAN COAST GUARD**

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

This document contains **88** pages including cover page and Appendices.

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File No: TM(MS)/0025/CG/DSS

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Room No 05, D-II Wing
Sena Bhawan, New Delhi-110 011

24 Jul 2024

To

All Concerned

REQUEST FOR TECHNICAL AND COMMERCIAL PROPOSAL FOR
101 NOS. DISPERSANT SPRAY SYSTEM
FOR MARINE POLLUTION RESPONSE
FOR INDIAN COAST GUARD
CATEGORY: BUY (INDIAN)

Dear Sir/Madam,

1. The Ministry of Defence, Government of India, intends to procure **101 Nos. Dispersant Spray System (27 for OPVs, 32 for FPVs and 42 for IBs) for Marine Pollution Response for Indian Coast Guard** under 'Buy (Indian)' category and seeks participation in the procurement process from prospective Bidders subject to requirements in succeeding paragraphs.

Synopsis

2. **Broad Description of Equipment/System**. The Dispersant Spray System is required to be fitted onboard Indian Coast Guard (ICG) ships for spraying Oil Spill Dispersant (OSD) through which oil spill at sea can be neutralized by dispersion and mitigating the hazardous effect of pollution at sea. The equipment is required to be fitted onboard Offshore Patrol Vessels (OPVs), Fast Patrol Vessels (FPVs) and Interceptor Boats (IBs) of Indian Coast Guard. The Dispersant Spray System includes spray arms with nozzles, a pumping system, associated piping and valves, flow meter, pressure gauge and provision for cleaning and drainage.

3. The salient aspects and timelines of the acquisition are tabulated below. In case of any variation in the details furnished below or in any Annexure(s) with that mentioned in the RFP, information furnished in the main body of the RFP at referred Paragraph is to be followed.

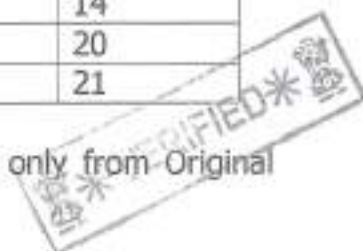


Ser.	Description	Details	Reference Para of the RFP
(a)	Equipment/System required	Dispersant Spray Systems	Para 1 & 2 of this covering letter
(b)	Quantity Required	101 Nos. Dispersant Spray System (27 for OPVs, 32 for FPVs and 42 for IBs)	Para 1 of this covering letter
(c)	Categorization of Procurement	Buy (Indian)	Para 1 of this covering letter
(d)	Minimum IC Content required	In case of Indigenous design $\geq 50\%$, otherwise $\geq 60\%$	Para 7 of RFP
(e)	Place(s) of Delivery	As per Annexure IV to Appendix F.	Para 9 of RFP
(f)	Warranty Period	From the date of final acceptance of equipment which shall continue for two (02) years from the date of final acceptance of last equipment of the 3rd lot as per Annexure IV to Appendix F.	Para 12 of RFP
(g)	CAMC Period, if any	Ten years	Para 34 of RFP
(h)	Last date for submission of Pre-bid queries	1200 hrs... 31 Aug... 2024	Para 23 and 24 of RFP
(j)	Date and time for Pre-bid meeting	1100 hrs... 04 Sep... 2024	Para 24 of RFP
(k)	Last date and time for Bid Submission	1200 hrs... 16 Oct... 2024	Para 25 of RFP

4. This Request for Proposal (RFP) consists of following four parts: -

Ser No.	Description	Page No.
(a)	Part I – General Requirements	7
(b)	Part II – Technical Requirements	14
(c)	Part III – Commercial Requirements	20
(d)	Part IV – Bid Evaluation and Acceptance Criteria	21

5. The Government of India invites responses to this request only from Original



Equipment Manufacturers (OEM) or Authorized Vendors or Government Sponsored Export Agencies (applicable in the case of countries where domestic laws do not permit direct export by OEM) subject to the condition that in cases where the same equipment is offered by more than one of the aforementioned parties, preference would be given to the OEM.

6. The end user of the equipment is Indian Coast Guard, Ministry of Defence, Government of India (GoI).

7. This RFP is being issued with no financial commitment and the Ministry of Defence reserves the right to withdraw the RFP and change or vary any part thereof or foreclose the procurement case at any stage. The Government of India also reserves the right to disqualify any Bidder should it be so necessary at any stage on grounds of National Security.

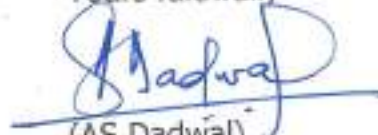
8. Case would be progressed as per Para 23 of Chapter II of DAP 2020. Accordingly, the case shall be reserved for MSMEs, provided there are at least two or more MSMEs eligible to participate in the category.

9. This RFP is non-transferable.

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

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

Yours faithfully

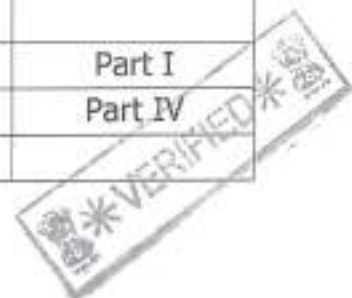


(AS Dadwal)
Commodore
DDG Acq-Tech (M)



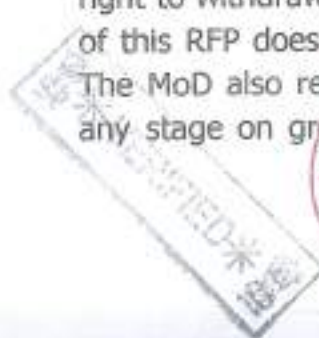
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Disclaimer

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



PART I - GENERAL REQUIREMENTS

1. This part consists of the general requirement of the Goods (also referred as equipment/systems/deliverables) and Services, hereafter collectively referred as 'Deliverables', the numbers required, the time frame for deliveries, conditions of usage and maintenance, requirement for training, Comprehensive Annual Maintenance Contract (CAMC), and warranty/guarantee conditions, etc. It includes the procedure and the date & time for submission of bids.

Non-Disclosure

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

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

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

Business Eligibility

5(a). **Undertaking by Bidders**. The Bidder will submit an undertaking that they are currently not banned/debarred/suspended from doing business dealings with Government of India/any other government organization and that there is no investigation going on by MoD against them. In case of ever having been banned/debarred/suspended from doing business dealings with MoD/any other



government organization, in the past, the Bidder will furnish details of such ban / debarment along with copy of government letter under which this ban / debarment / suspension was lifted / revoked. The Bidder shall also declare that their sub-contractor(s)/supplier(s)/technology partner(s) are not Suspended or Debarred by Ministry of Defence. In case the sub-contractor(s)/supplier(s)/ technology partner(s) of the Bidder are Suspended or Debarred by Ministry of Defence, the Bidder shall indicate the same with justification for participation of such sub- contractor(s)/supplier(s)/ technology partner(s) in the procurement case.

5(b). Subsequent to submission of bids if any sub-contractor(s) /supplier(s)/technology partner(s) of the Bidder is Suspended or Debarred by Ministry of Defence, the Bidder shall intimate the Ministry of Defence regarding Suspension or Debarment of its sub-contractor(s)/ supplier(s)/technology partner(s) within two weeks of such order being made public.

6. **Pre-Qualification Criteria {for multi-vendor cases in Buy (Indian-IDDM), Buy (Indian)}**. The detailed Pre- Qualification criteria for the Bidders for participation in the instant procurement case are placed at **Appendix J** to this RFP. All Bidders are to submit details as per the criteria along with the Technical Bids. These would be evaluated by the TEC.

7. **Indigenous Content**. For the purposes of this RFP and the acquisition contract (if any) signed by the Ministry of Defence with a successful Bidder, indigenous content shall be as defined under **Para 8 and 9 of Chapter I** and **Para 1 of Appendix B of Chapter I** of DAP 2020. In addition, reporting requirements for prime (main) Bidders (and for sub-contractors/suppliers/technology partners reporting to higher stages/tiers) shall be as prescribed under **Para 4 to 7 of Appendix B to Chapter I** of DAP 2020. The cost of CAMC shall be excluded from IC as well as Base Contract Price for arriving at IC percentage. Minimum 50% of overall IC as stipulated for all categories of procurement case to be in the form of Material/components/software that are manufactured in India (as amended vide MoD ID No. 1(8)/D(Acq)/21 dated 18 Mar 24). The right to audit Bidder/ sub-contractors/ suppliers/ technology partners shall vest in the Indian Coast Guard as per **Para 10 of Appendix B to Chapter I** of DAP 2020; and aspects of delivery, certification, payments, withholding of payments and imposition of penalties shall be as prescribed under **Para 11 to 16** thereof. Furthermore, Bidders in 'Buy (Indian IDDM)' and 'Buy (Indian)' category will be required to submit their indigenization plan in respect of indigenous content as stipulated in **Para 4 to 7 of Appendix B to Chapter I (as amended vide MoD ID No. 1(8)/D(Acq)/21 dated 18 Mar 24)** and **Para 39** of Chapter II of DAP 2020. The DAP 2020 is available at MoD, GoI website (www.mod.nic.in) for reference and free download.

8. **Year of Production**. Deliverables [platforms (including major equipment)/ equipment/ systems] supplied under the contract should be of latest manufacture i.e. manufactured after the date of Contract with unused components/assemblies/sub-assemblies, conforming to the current production standard and should have 100% of the defined life at the time of delivery. Deviations, if any, should be clearly brought out

by the Bidder in the Technical Proposal.

9. **Delivery Schedule.** The equipment (along with tools, documents and accessories) are required to be supplied to various locations in India as per **Annexure IV to Appendix F**. The Joint Receipt Inspection (JRI) will be conducted at points of delivery. Thereafter, the equipment is required to be installed and proved by the supplier at various locations as mentioned in **IV to Appendix F**.

10. Once the contract is concluded and the delivery schedule is established, the Bidder shall adhere to it and ensure continuity of deliverables and their components under the contract.

11. **Preservation.** The deliverables for which the places of delivery and installation are different as per **Annexure IV to Appendix F** are to be preserved for 06 months post-JRI. In case, JRI necessitates unpacking to the extent that the preserved life of the deliverables is affected, Bidder is to undertake re-packing to restore the preserved life to the specified period at his own cost. In cases of any delay in installation, attributable to the Buyer, and if preservation period expires during the storage prior installation, the deliverables are to be re-preserved by the Bidder against payment of de-preservation/re-preservation charges as per price quoted in the Price Bid. To facilitate this, the cost of in-storage/in-situ de-preservation/re-preservation, as applicable, is to be indicated in the Price Bid. This cost quoted by the Bidders at SI (G) of Price bid format at **Appendix G** would be counted towards determination of L1 and will be paid as per the price quoted if the service is utilized for extending the preserved life. In cases where the delay for installation, trials and commissioning is not attributable to the Bidder, payment terms for the stage related to installation and commissioning will be in accordance with **Appendix F**.

12. **Warranty.** All equipment would be under warranty of the supplier on final acceptance of equipment by ICG and warranty for all deliverables shall continue for two years from the date of final acceptance of the last equipment of the 3rd lot as per **Annexure IV to Appendix F**. The term 'equipment' refers to DSS (Dispersion spray System) along with all the deliverables. 'Date of final acceptance' refers to the date of installation of the equipment. Warranty Clause is given at **Appendix C** to this RFP.

13. **In Service Life.** The In Service Life of the deliverables shall be at least fifteen years. The Bidder is required to give details of reliability model, reliability prediction and its validation by designer/manufacturer to ensure reliability of stores throughout Service life. The efficacy of reliability model/prediction/validation would be verified during technical and environmental evaluation as indicated in Para 38 of this RFP.

14. **Product Support.** The Bidder would be bound by a condition in the contract that he is in a position to provide product support in terms of maintenance, materials and spares for a minimum period of **fifteen (15)** years. Even after the said mandatory period, the Bidder would be bound to give at least two years notice to the Government of India prior to closing the production line so as to enable a Lifetime Buy of all spares before closure of the said production line. This, however, shall not restrict the Buyer from directly sourcing sub-equipment/sub-assembly and spares

from their respective OEMs/sub-vendors on completion of warranty. In case the sub-equipment/sub-assembly/parts require tuning/calibration/integration by the Bidder prior replacement, the same is to be undertaken by the Bidder at fair and reasonable cost, as mutually agreed between Buyer and Bidder.

15. **Obsolescence Management Plan.** An actionable obsolescence management plan is to be proposed by the Bidder along with the mechanism for intimation of notification of obsolescence. The modalities of the mechanism for intimation of notification would be deliberated during CNC. The mutually agreed mechanism for intimation would form an integral part of the contract. All upgrades and modifications carried out on the equipment during the next 15 years or during its life cycle (as per requirement) must be intimated to the SHQ as per the agreed mechanism.

16. **Training of Crew and Maintenance Personnel.** A training package for training of operators, operator trainers and maintenance personnel to undertake operation and maintenance of equipment, along with tools and test jigs would be required to be carried out in English language. This training shall be designed to give the operators and maintainers necessary knowledge and skills to operate & maintain equipment. The Block Syllabus and details of training to be conducted is to be decided by the Coast Guard Headquarters and the vendor. The syllabus for maintenance personnel will be defined by the Bidder in consultation with the Buyer at the time of MET. The maintenance training will be imparted to the satisfaction of the Buyer and Bidder will ensure that the training content and period will be to impart working proficiency up to the required level. All training requirements such as training aids, projection system, technical literature, spares, test equipment/test set up, charts, training handouts, power point presentations, Computer Based Training (CBT), Documentation, Simulators etc. will be catered by the Bidder.

17. The **Bidder** is required to provide training on operation and maintenance of DSS (Dispersant spray System) at different final places of installation as per **Annexure IV to Appendix F**. The offer should clearly indicate, whether the training shall be included in the contract or free of cost by the supplier. The training curriculum (is to be in physical form and not through virtual platforms) in consonance with the equipment supplied and should cover both operator and maintainer aspects. Necessary Platforms/Vessels/Jetties will be arranged by the buyer on request by the supplier. The information on technical literature and training aggregates that is required to be provided as part of the offer is enclosed at **Annexure II** and **Annexure III to Appendix D**. The Bidder would provide the following training to the personnel of the Buyer based on agreed terms of contract. Training will be carried out at the place of installation as per **Annexure IV to Appendix F** for a minimum duration of working days as follows:-

Ser.	Type of Training	Duration (Working Days)	Places of training	No. of personnel x No. of places	Total No. of Personnel
For Dispersant Spray Systems (OPV)					
(a)	Operator Training	01	At location of installation as per Annexure IV to Appendix F	10X11	110
(b)	Maintenance Training	01		10X11	110
Total (i)					220
For Dispersant Spray Systems (FPV)					
(c)	Operator Training	01	At location of installation as per Annexure IV to Appendix F . Training for the equipment to be installed at Diglipur will be imparted at Port Blair.	8X12	96
(d)	Maintenance Training (Field Level)	01		8X12	96
Total (ii)					192
For Dispersant Spray Systems (IB)					
(e)	Operator Training	01	At location of installation as per Annexure IV to Appendix F . Training for the equipment to be installed at Campbell Bay and Diglipur will be imparted at Port Blair, and for Kavaratti at Kochi.	5X10	50
(f)	Maintenance Training (Field Level)	01		5X10	50
Total(iii)					100
Total (i+ ii+ iii)					512

Note:- The maintenance training should meet the needs of repair and maintenance of the complete equipment, SMTs/STEs, test set up, assemblies/sub-assemblies as per the stipulated repair philosophy.



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

19. It may be further confirmed that all national and international obligations relevant to transfer of conventional arms of the country of the supplier or countries from which parts and components are being procured, have been taken into account for the duration of the contract. Accordingly, thereafter there would be no review, revocation or suppression of Defence export licence and other related clearance issues to the supplier for the contract that could impinge on the continuity of supply of items and their parts or components under the contract.

20. **Patent Rights.** The Bidder should confirm that there are no infringements of any Patent Rights in accordance with the laws prevailing in their respective countries and furnish a certificate to that effect along with the Technical Bid.

21. **Integrity Pact.** In the subject RFP, the Bidder is required to sign and submit Pre Contract Integrity Pact (PCIP), given at **Annexure I to Appendix H** to this RFP.

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

Bid Timelines

23. Any queries/clarifications to this RFP may be sent to this office by 12.00 hrs on 21 Aug 24. A copy of the same may also be sent to:-

Principal Director (Fisheries & Environment)
Coast Guard Headquarters,
National Stadium Complex, New Delhi – 110 001
Phone No – 011-23115095
E-mail : dte-fe@indiancoastguard.nic.in

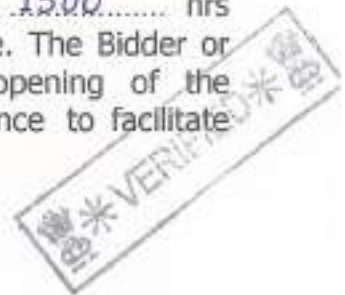
24. **Pre-Bid Meeting.** A pre-bid meeting will be organised by SHQ at 11.00..... hrs on 04 Sep 24.....at Coast Guard Headquarters, National Stadium Complex,

Purana Quila Road, New Delhi -110001 to answer any queries or clarify doubts regarding submission of proposals. The last date for submission of Pre-bid queries is 21 Aug 24. The Bidder or his authorised representatives are requested to attend. Necessary details may be sent a week in advance to Principal Director (FE), Directorate of Fisheries and Environment, Coast Guard Headquarters, National Stadium Complex, Purana Quila Road, New Delhi -110001 to facilitate obtaining of security clearance.

25. **Submission of Bids.** The Technical and Commercial proposals along with IP should be sealed separately in three separate envelopes clearly indicating Commercial/Technical/IP and any other Bank Guarantee as applicable, and then put in one envelope and sealed (all the envelopes should clearly state the letter No of RFP and the name of equipment and Bidder Name) and submitted to the undersigned at the following address by 12.00..... hours on 16 Oct 24.....

O/o Principal Director (Fisheries & Environment)
Coast Guard Headquarters,
National Stadium Complex, New Delhi – 110 001
Phone No – 011-23115095
E-mail : dte-fe@indiancoastguard.nic.in

26. Offer opening by a Offer opening committee will be held at 15.00..... hrs on 16 Oct 24..... at the same venue as indicated at Para 25 above. The Bidder or his authorized representative is welcome to be present at the opening of the proposals. Necessary details may be sent at least one week in advance to facilitate obtaining of security clearance.



PART II - TECHNICAL REQUIREMENTS

27. The second part of the RFP incorporates the aspects of SQRs describing the technical parameters of the proposed equipment, and the environmental parameters for functioning. The operational characteristics and features that should be met by the equipment are elucidated at **Appendix A** to this RFP and the Compliance Table at **Appendix B** to this RFP. The Bidder would be required to offer the equipment for field evaluation on "No Cost No Commitment" basis.

28. **Operational Characteristics and Features.** The broad operational characteristics and features that are to be met by the equipment are elucidated at **Appendix A** to this RFP.

29. **Technical Offer.** The Technical Offer must enable detailed understanding of the functioning and characteristics of the equipment as a whole and each sub system independently. It must include the performance parameters as listed at **Appendix A** to this RFP and any other information pertaining to the technical specifications of the equipment considered important/ relevant by the Bidder. The technical proposal should also include maintenance schedules to achieve maximum life and expected life of each assembly/subassembly {or Line Replaceable Unit (LRU)/Shop Replaceable Unit (SRU)}, storage conditions/environment condition recommended, and the resultant guaranteed in- service life. The range and depth of Product Support Package included in the proposal should be supported by necessary reliability and prediction model or authenticated by past data on the similar equipment in use. These would be evaluated during FET. Any Bidder found to be providing lesser Product Support Package in terms of range and depth as and when required will have to make good the deficiency at no extra cost.

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

31. **Technical Details.**

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

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

32. The technical offer should have a separate detachable compliance table as per format given at **Appendix B** to this RFP stating specific answers to all the parameters

as listed at **Appendix A** to this RFP. It is mandatory to append answers to all the parameters listed in **Appendix A** to this RFP. Four copies of the Technical Proposal should be submitted (along with one soft copy), however only one copy of the commercial proposal is required.

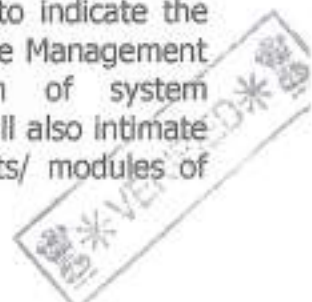
33. **Field Evaluation.** The Bidder is to provide the equipment for trial evaluation in India on "No Cost No Commitment" basis when so requested. The Buyer, at his own expense, will depute its representatives for the Field Evaluation trials (FETs). If any part of the FETs are conducted in the Buyer's facilities, the Bidder shall depute his personnel and equipment at his own expenses and bear the cost of all expenses of trials other than the cost of ranges, platform or facilities which the Buyer may choose to provide free of cost. Trial Methodology is given at **Appendix E** to this RFP.

34. **Product Support (CAMC).** After induction, the equipment/system would be repaired and maintained as per the repair and maintenance philosophy at **Appendix D** to this RFP. The information on Product Support Package that is required to be provided is enclosed at **Annexure I to III to Appendix D** to this RFP. To enable this process, an appropriate Comprehensive Annual Maintenance Contract (CAMC) for ten years, post completion of warranty would be required to be provided by the supplier for the maintenance and smooth operation of the equipment. A certificate in this regard is to be provided along with the Technical Bid. For this purpose, the general concept of repair and maintenance of equipment followed by the Coast Guard is given at **Appendix D** to this RFP. The details of CAMC proposals must also be submitted separately by the Bidder with technical aspects being included in the technical offer and commercial aspects being included in the commercial offer.

35. As brought out at Para 29, the range and depth of product support package included in the proposal should be supported by necessary reliability and prediction model or authenticated by past data on the similar equipment in use. These would be evaluated during FET. Any Bidder found to be providing lesser product support package in terms of range and depth will have to make good the deficiency at no extra cost. The Buyer would also have the option to amend the product support package list proposed by the Bidder within two (02) years of the expiry of the warranty period.

36. **Online Inventory Management System (OIMS).** To leverage information technology and ensure expeditious order placement as well as timely product support, the Bidder is required to provide an Online Inventory Management System (OIMS), as per mutually agreed format, to place repairs orders online. The OIMS shall also provide features to track the delivery status of the items, record of repairs undertaken, spare consumed and record of periodic maintenance. Further the OIMS should provide dashboard for intimation on obsolescence and offer of lifetime buy along with provision for user to interact with the OEM for technical assistance etc. The detailed scope and features of OIMS shall be finalized during the negotiations on CAMC.

37. **Active technology Obsolescence Management.** Bidder is to indicate the methodology on how the Bidder intends to undertake Active Obsolescence Management through life cycle of equipment which would include upgradation of system /subsystem/units on completion of its fair service life. The Bidder shall also intimate Buyer on likely technology obsolescence of various sub- assemblies/units/ modules of





equipment through an Annual Bulletin. In case of impending obsolescence of components, bulletin should specify either alternate items or option for life-time buy as under: -

- (a) The Bidder will notify the Buyer not less than two years before the closure of its production line about the intention to close production of equipment for provision of purchasing spare parts, before closure of the said production line.
- (b) Three years to completion of design/service life of equipment, the Bidder will submit techno-commercial proposal for up gradation of equipment, wherever applicable, to mitigate technology obsolescence and for ensuring product support for next 15 years.

Evaluation of Technical Offers

38. The Technical Offer submitted by the Bidder will be evaluated by a Technical Evaluation Committee (TEC) to confirm that the equipment being offered meets the Parameters elaborated at **Appendix A**. Thereafter, the Bidder of the short listed equipment would be asked to provide **One Dispersant Spray System each for OPV, FPV and IBs** for trial evaluation as per trial methodology given at **Appendix E** to this RFP, in India at 'No Cost No Commitment' basis.

Field Evaluation Trials

39. For an equipment to be introduced in service, it is mandatory that it successfully clears all stipulated tests/trials/evaluations as per RFP. The trial evaluation process comprises the following phases:-

(a) **User Trials**. These will involve functional testing by user of the equipment in various specified conditions as per requirement and may be done in more than one phase. Trials will be conducted only pertaining to conditions where the equipment is most likely to be deployed. In other conditions where the probability of deployment is not high, appropriate vendor certifications confirming the functional effectiveness under such conditions can be given and simulations based testing can be resorted to wherever applicable. In case, equipment fielded requires any repairs/modifications during the course of trials, these in situ servicing, repair, maintenance actions or modifications as requested by the vendor will be permitted. Towards this, Vendors shall ensure availability of requisite maintenance teams/ experts onsite during the conduct of trials. Permission for trial equipment to move out of the trial location for a defined period for such repairs or modifications can be permitted on a case to case basis. In single vendor cases permission for the above may be permitted by the Coast Guard Headquarters.

(b) **Technical Trials**. Technical trials will be conducted by Indian Coast Guard specified at Para 41 below to assess conformance to the quality requirements, standards and specifications. Equipment/assemblies/sub- assemblies will be subjected to environmental tests wherever applicable. As far as possible, physical evaluation will only be carried out of critical parameters and other parameters will be evaluated based on vendor certification duly supported by

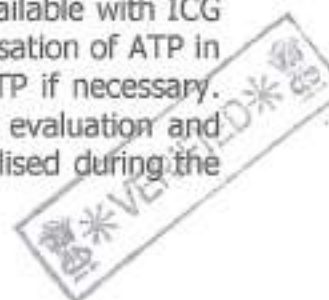
certification by NABL accredited laboratories/internationally recognized laboratories. Towards this, Bidder will submit the technical documentation and draft ATP as part of technical bid.

(c) **Maintainability Evaluation Trial (MET)**. MET to address maintenance, repair and spares support aspects of acquisition, wherever feasible, will be undertaken through the OEM documentation concurrent to the User Trials. Essential tests towards establishing maintainability would be undertaken to establish adequacy of maintenance tools, test equipment and spares utilization. Actual stripping of the equipment to establish adequacy of maintenance tools, test equipment and spares utilisation will ideally be undertaken, where considered necessary by the Buyer. All MET aspects will be evaluated through physical assessment on equipment at location intimated by Buyer, to ascertain the maintainability of the equipment and adequacy of the product Support Package offered, to include SMTs & STEs, Technical Literature and Training Aggregates. The vendor is also required to provide one set of technical literature as specified in **Annexure II** of **Appendix D** and one set of SMEs & STEs for MET.

40. Commercial offers will be opened only of Bidders whose equipment is short-listed, after technical trials and evaluation and those have been accepted technically. In other words, the equipment would be required to be trial evaluated and found suitable prior to commencement of any commercial negotiations.

Quality Assurance Instructions & Technical Evaluation Plan

41. Bidder is to submit a Draft Acceptance test Procedure (ATP) along with the Technical bid or at least one month before commencement of FET. Based on the draft ATP, the ATP will be finalized by the Coast Guard Headquarters with Bidder during Technical Trials. ATP shall be inducted in the contract at the time of finalization with successful bidder. ATP will lay down the test to be carried out during PDI and JRI. It shall be ensured that there is no repetition of QA tests in PDI and JRI. The JRI would normally be restricted to quantitative checks only, except where checks proof is required to be carried out. In case PDI/JRI are planned to be conducted by authorised Third party Inspection(TPI) Agencies, the same will be spelt out in the QA instructions and the details included in the finalized ATP. QA of equipment will be carried out as per the finalized QA instructions in the contract. For technical trials by Indian Coast Guard, the bidder will arrange for requisite test facilities at bidder premises/accredited laboratories for establishing conformance. The successful Bidder would also be required to provide those test facilities at OEM premises/accredited laboratories for quality assurance, which are not available with ICG agencies. Details of the same will be intimated to the Bidder during finalisation of ATP in Technical trials. Indian Coast Guard reserves the right to modify the ATP if necessary. The equipment supplied by the supplier would be accepted subject to evaluation and clearance by Indian Coast Guard. The details in this regard will be finalised during the negotiation of contract.





Post award of the contract:-

- (a) The firm is to submit equipment drawings along with Detailed Bill of Material (DBOM) for approval by the steering directorate and professional directorate for functionality and quality related issues.
- (b) Post approval of the drawings, the firm is to submit the Quality Assurance Plan (QAP) to ICG for approval.
- (c) Post approval of QAP, ICG will inspect the item for compliance of QAP.
- (d) ATP of each component/ accessory of the equipment is to be submitted along with QAP.

Marking and Packaging

42. **Marking of Deliverables.** The Bidder shall ensure that each deliverable is marked clearly and indelibly, as follows:-

- (a) In accordance with the requirements specified in the RFP or if no such requirement is specified, with the indicated codification number or alternative reference number specified.
- (b) Ensure that any marking method used does not have a detrimental effect on the strength, serviceability or corrosion resistance of the deliverables.
- (c) Where the deliverables have a limited shelf life, with the cure date/date of manufacture or expiry date expressed as months and years.

43. Where it is not possible to mark a deliverable with the required particulars, these should be included on the package in which the deliverable is packed.

44. **Packaging of Deliverables.** The Bidder shall pack or have packed the deliverables, as applicable:-

- (a) In accordance with DEFSTAN 81-041 (Part 1)/ STANAG-4280 or equivalent Military Standard.
- (b) To ensure that each deliverable may be transported in an undamaged and serviceable condition.

45. The Bidder shall ensure that each package containing the deliverable is labeled to include:-

- (a) The name and address of the consigner and consignee including:-
 - (i) The delivery destination/ address if not of the consignee
 - (ii) Transit destination/ address (for aggregation/ disaggregation, onward

shipment etc.)

- (b) The description and quantity of the deliverables.
- (c) The full part number in accordance with codification _____
- (d) The makers part, catalogue, serial, batch number, as appropriate.
- (e) The contract number.
- (f) Any statutory hazard markings and any handling markings including the mass of any package which exceeds 3 kgs.



PART III - COMMERCIAL REQUIREMENTS

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

Commercial Bid

47. The Bidder is requested to take into consideration the **Commercial Clauses and Payment Terms** given at **Appendix F** to this RFP while formulating the Commercial Offers. The Bidder is required to quote their price in Price bid format given in **Appendix G** to this RFP.

48. Commercial offers will be opened only of the Bidder whose equipment is short-listed, after technical trials and staff evaluation. The Commercial Offer must be firm and fixed and should be valid for at least 18 months from the last date of bid submission.

Commercial Bid Opening

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

50. The date, time and venue fixed for this purpose will be intimated separately after the evaluations are completed.

51. The CNC will determine the lowest bidder (L1). The determination of L-1 shall be based on sum of the commercial bids for **101 Nos. Dispersant Spray Systems (27 for OPVs, 32 for FPVs and 42 for IBs)** along with Net Present Value (NPV) of Comprehensive Annual Maintenance Contract (CAMC).

Additional Aspects

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

PART IV: BID EVALUATION AND ACCEPTANCE CRITERIA

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

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

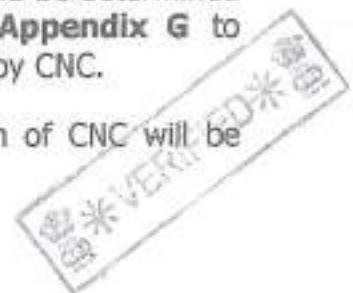
55. The bid and all communication in relation to or concerning the bidding documents shall be in English language.

56. **Evaluation and Acceptance Process.**

(a) **Evaluation of Technical Proposals.** The technical proposals forwarded by the Bidders will be evaluated by a Technical Evaluation Committee (TEC). The TEC will examine the extent of variations/ differences, if any, in the technical characteristics of the equipment offered by various Bidders with reference to the QRs and prepare a "Compliance Statement" for shortlisting the Bidders. The shortlisted Bidders shall be asked to send the desired units (one Dispersant Spray System each for OPV, FPV and IB) of the equipment for Field Evaluation in varying climatic conditions. Field Evaluation would be conducted for parameters as per **Appendix A**. A Staff Evaluation will be carried out, which will give out the compliance of the demonstrated performance of the equipment vis-a-vis the requirements. The compliance would be determined only on the basis of the parameters specified in the RFP. The Staff Evaluation will analyze the field evaluation results and shortlist the equipment recommended for procurement. Bidder should provide reference list of its past experience wherein the offered equipment/item with matching specifications and SQRs as brought out in this RFP have been supplied, installed and commissioned to any agency/organisation. Documentary proof for such supply, installation and commissioning of the equipment is to be submitted along with the Technical Bid.

(b) **Evaluation of Commercial Bid.** The Commercial bids of only those bidders will be opened, whose technical bids have been cleared by TEC; equipment has been shortlisted after Field Evaluation (Trials) and Staff Evaluation. Comparison of bids would be done on the basis of Evaluation criteria given in **Appendix G** to this RFP. The L-1 bidder would be determined by Contract Negotiation Committee (CNC) on the basis of **Appendix G** to this RFP. Only L-1 bidder would be invited for negotiations by CNC.

(c) **Contract Conclusion.** The successful conclusion of CNC will be followed by contract conclusion.



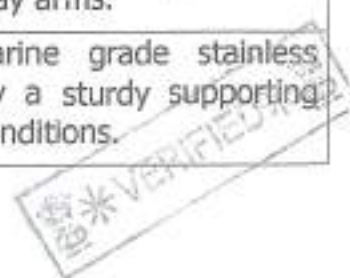
Appendix A

(Refers to Para 27, 28, 29, 31, 32 & 38)

**OPERATIONAL CHARACTERISTICS AND FEATURES
OF DISPERSANT SPRAY SYSTEMS**

Ser.	Specifications/ Parameters	Dispersant Spray System
Operational Parameters		
(a)	Type	Oil Spill Dispersant Spray System will be fitted onboard Offshore Patrol Vessels (OPVs)/ Fast Patrol Vessels (FPVs) and Interceptor Boats (IBs). The equipment shall be State-of-the-art system, can be operated in the marine environment. It shall be Governed by ASTM standard F1413/F1413M - 2020 "Standard Guide for Oil Spill Dispersant Application Equipment: Boom and Nozzle Systems" or latest standard / equivalent ISO standards. The equipment shall be able to apply Oil Spill Dispersant both Chemical and Bio-remediation with 0 to 50% dilutions (Neat and upto 50% diluted with sea water or fresh water).
(b)	Fitment onboard OPVs	A total of 27 systems are required for fitment onboard different classes of OPVs (minimum 05 types). The length of each Spray arm to be fitted onboard OPV class of ships shall be approximately 08-10 m. The number and type of nozzles to be fitted on spray arms, shall be in such a manner that it shall give flat fan shaped pattern of each nozzle with 50% of overlap between two spray pattern. The vendor shall indicate no. of nozzles and type of nozzles, required to be fitted so as to achieve the ASTM standard F1413/ F1413M -2020 / equivalent ISO standards or latest.
(c)	Fitment onboard FPVs	A total of 32 systems are required for fitment onboard different classes of FPVs (minimum 04 types). The length of each Spray arm to be fitted in FPV class of ships shall be approximately 06-08 m. The No. and type of nozzles to be fitted on spray arms, shall be in such a manner that it shall give flat fan shaped pattern of each nozzle with 50% of overlap between two spray pattern. The vendor shall indicate no. of nozzles and type of nozzles, required to be fitted so as to achieve the ASTM standard F1413/F1413M -2020/ equivalent ISO standards or latest.

(d)	Fitment onboard IBs	A total of 42 No. DSS systems are required for fitment onboard different classes of IBs (minimum 03 types). The length of each Spray arms to be fitted in IB's shall be approximately 04 m. The no. and type of nozzles to be fitted on spray arms, shall be in such a manner that it shall give flat fan shaped pattern of each nozzle with 50% of overlap between two spray pattern. The vendor shall indicate no. of nozzles and type of nozzles, required to be fitted so as to achieve the ASTM standard F1413/F1413M -2020/ equivalent ISO standards or latest.
(e)	Performance	Dispersant Spray System shall consist of two spray arms (booms), fitted on port and starboard sides of vessel and produce a flat fan shaped pattern from each nozzle, striking in line perpendicular to the curve of the vessel. Spray arms shall be collapsible and easy to stow. Spray arms shall be easy to mount and dismount.
(f)	Spray pattern	Flat fan shaped spray pattern shall have 50% overlap.
(g)	Target dosage	Target dosage shall be between 20 to 100 liters per hectare.
(h)	Delivery swath	Maximum delivery variation over swath width shall not be more than 10% of volumetric variance over the swath.
(j)	Optimum size of droplets	Optimum size of the dispersant droplets shall have Volume Mean Diameter (VMD) between 300-700 μm . Spray nozzle should match the proportion to give a uniform spray of coarse droplets. The droplet size shall be measured by test method ASTM F 1738 / equivalent ISO standards.
(k)	Dispersant Injection Rate	Dispersant Injection Rate shall be equivalent to pumping rate. The Dispersant Injection Rate will have to be verified and certified as per the formula given in ASTM standard F1413/F1413M -2020 / equivalent ISO standards or latest.
(l)	Nozzle Shear Rate	Nozzle Shear Rate shall not be more than 2000 s^{-1} . The Nozzle Shear Rate shall be measured and certified by test method given in F1413/F1413M -2020 / equivalent ISO standards or latest.
Technical Parameters		
(m)	Pump	The pump system should be able to mix the OSD and seawater as per settings and deliver it to the nozzles.
(n)	Delivery system	System shall also have necessary piping, valves, pumping system for delivering dispersant to the spray arms.
(p)	Material of Spray System	The spray arm material shall be marine grade stainless steel. Spray arms shall be supported by a sturdy supporting mechanism which shall sustain the sea conditions.



(q)	Flow meter & pressure gauge	Dispersant flow meter and pressure gauge shall be part of the system.
(r)	Product Certification	The equipment shall comply with ASTM Standard / equivalent ISO standards as mentioned above. It shall be certified by appropriate classification society IRS, ABS, DNV etc.
(s)	Additional Requirement	Data shall be provided for:- (i) Dosage Chart. (ii) Material of construction. (iii) Data on model of pumps, nozzles, booms (spray arms), valves, pipes etc. (iv) Operational data on all equipment including spray arms, pumps, valves, educator, flow meter and engines.
Maintainability & Ergonomic Parameters		
(t)	Cleaning & draining system	Facility for cleaning and draining the system shall also be part of the system.
(u)	Accessories	The pump shall be trolley mounted with provision of locking system so that it remains firm on the deck during operation. The spray system shall be compatible with single pump operation providing uniform desirable pressure to both spray arms. Engine of the pump shall be operated using diesel.
(v)	Product Support	The vendors shall provide product support at least for a period of fifteen (15) years. The equipment shall have a warranty commencing from date of its final acceptance and continue for two years from the date of final acceptance of the last equipment of 3rd lot by Indian Coast Guard.
(w)	Repair and Maintenance Philosophy	(i) On completion of warranty period, the equipment shall be maintained through a Comprehensive Annual Maintenance Contract (CAMC) for a period of ten (10) years. (ii) During CAMC all consumable and spares will be supplied by the vendor.
(x)	Manual	Technical and operational manual shall be provided.
(y)	Training	Training should be provided for each class of ship for different types of dispersant spray system at Regional level.
(z)	Field Evaluation Trial	The bidders, during the process of bidding will be required to offer the equipment for FET in India. Only products qualified during the FET will be finally shortlisted for deciding lowest bidder. The FET shall be carried out on NCNC basis. The trials to include deployment, operation and other relevant/ associated tests. The tests shall be conducted in different locations along the coast for assimilating their performance in the varied weather/ tidal conditions. All test certificates by the relevant agencies will also have to be produced during the FET.

Annexure I to Appendix A
{Refers to Para 31(a)}

LIST OF DELIVERABLES FOR DISPERSANT SPRAY SYSTEMS

Ser.	ITEM DESCRIPTION	Qty		
		OPV	FPV	IBs
1.	Dispersant Spray System (including accessories)	27	32	42
2.	Heavy duty cover	27	32	42
3.	Spare and Repair Kit	27	32	42
4.	Cleaning & Drainage Equipment	27	32	42

Note:- Supplier may provide additional accessories as required for meeting complete functionality of the dispersant spray systems as considered necessary.



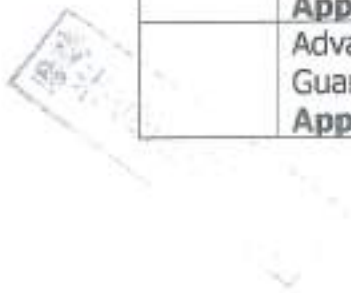
Appendix B

(Refers to Para 27, 31(b) & 32)

COMPLIANCE TABLE

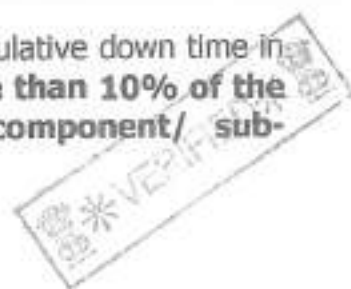
For Dispersant Spray System

Ser No	Requirement as per the RFP	Compliance / Partial Compliance	Indicate references of Paras/Sub Paras of the Main Technical Document
General Conditions of RFP (Para 2 to 26)			
Technical Requirement (Para 27 to 45)			
Commercial Requirements (Para 46 to 52)			
Technical Parameters as per Appendix A			
Commercial Parameters as per RFP			
	Performance-cum-Warranty Bank Guarantee as per Para 2 of Appendix F of RFP		Para 2 of Appendix F
	Advance Payment Bank Guarantee as per Para 1.4.1 of Appendix F of RFP of RFP		Para 1.4.1 of Appendix F



Appendix C**(Refers to Para 12)****WARRANTY CLAUSE**

1. The **SELLER** warrants that the goods/services supplied under this contract conform to technical specifications prescribed and shall perform according to the said Technical Specifications.
2. All equipment would be under warranty of the supplier on final acceptance of equipment with accessories by ICG and warranty for all deliverables shall continue for two years from the date of final acceptance of the last equipment of the 3rd lot as per **Annexure IV to Appendix F**. The term 'equipment' refers to Dispersant spray system along with all the deliverables. 'Date of final acceptance' refers to the date of installation of the equipment. The goods/stores/services supplied under this contract and each component used in the manufacture thereof should be free from all types of defects/failures (Including latent and patent defects).
3. If within the period of warranty, the goods/stores 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, maximum within 07 days post 48 hours of notification of such defect by the **BUYER** 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 user in log book. Spares and all consumables required for warranty repairs shall be provided free of cost by **SELLER**. The **SELLER** also warrants that the special oils and lubricants required for the warranty repair of the equipment shall be provided by the **SELLER** himself. **All activities including diagnosis, rectification, calibration, transportation etc. required for making equipment serviceable and available would be the SELLER's responsibility.** 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**. The **SELLER** shall intimate the assignable cause of the failures.
4. **SELLER hereby** warrants that necessary service and repair backup during the warranty period, including routine maintenance beyond Unit Level, shall be provided by the **SELLER** and he will ensure that the **cumulative downtime period for each equipment does not exceed 37 days.**
5. If a particular equipment/goods fails frequently and/or, the cumulative down time in its case exceeds 37 days **or a common defect is noticed in more than 10% of the quantity of goods with respect to a particular item/ component/ sub-**



component, that complete **item**/equipment shall be replaced free of cost by the **SELLER** within a stipulated period of **30** days of receipt of the notification from the **BUYER** duly modified/upgraded through design improvement in all equipment supplied/yet to be supplied and Product Support Package (PSP) supplied/yet to be supplied.

6. SELLER shall associate technical personnel of maintenance agency and QA of BUYER during warranty repair and shall provide complete details of defect, reasons and remedial actions for averting recurrence of such defects.

7. **The SELLER warrants that the goods supplied will conform to the Temperature and Humidity conditions as mentioned at Appendix A to RFP.**



Appendix D

(Refers to Para 34)

PRODUCT SUPPORT: REPAIR AND MAINTENANCE PHILOSOPHY

1. To sustain and support platform/equipment through its operational life-cycle, Product Support requirements for at least 15 years beyond the warranty period will be procured along with the main equipment. The equipment could be provided product support through Comprehensive Annual Maintenance Contract (CAMC) which is elucidated subsequently. The Adequacy clause as below will be applicable:-

'Adequacy' Clause. The Bidder will confirm to the Buyer the Range and depth of Accompanied Accessories/ User Replaceable Parts/Expendable, Spares and SMT/STE/Test Jigs Product Support Package being supplied are complete and adequate for carrying out repairs on the equipment. Any Bidder found to be providing lesser Product support Package in terms of range and depth will have to make good the deficiency at no extra cost (Para 29 of RFP refers).

2. **Special Maintenance Tools / Special Test Equipment and Test Jigs (SMTs/STEs/Test Jigs).** SMTs, STE and Test Jigs are essential tools/Jigs/fixtures required to undertake effective engineering support / repairs on the equipment and its systems, based on the Maintenance Philosophy. The details are to be included in both Technical and Commercial Proposals as per suggested format at **Annexure I** to this Appendix. SMTs, STEs and Test Jigs will be provided by the Seller, as per the list prepared by the Buyer on completion of MET, where applicable. The list of equipment required to be supplied will incorporate Adequacy Clause, as elaborated above. Bidder will undertake installation of SMT/STEs at the places of installation as mentioned at **Annexure IV to Appendix F**.

3. **Technical Documentation.** The Bidder will be required to provide the technical literature preferably in IETM (Interactive Electronic Training Manuals) in Level 4 format or higher. The details of technical literature to be supplied with the system should be listed as per the suggested format at **Annexure II** to this Appendix. This should be provided with both Technical and Commercial Proposals. The cost column may be left blank in the Technical Proposal. An illustrated list of documents which may be submitted by the Seller is as under:-

- (a) User Handbook/Operators Manual in English and Hindi.
- (b) **Technical Manuals.** (as per governing JSG/Guide for other technologies)
 - (i) **Part I.** Tech description, specifications, functioning of various systems.
 - (ii) **Part II.** Inspection/Maintenance tasks repair procedures, materials used, fault diagnosis and use of Special Maintenance Tools (SMTs)/Special Test Equipment (STEs).



- (iii) **Part III.** Procedure for assembly/disassembly, repair up to component level, safety precautions.
- (iv) **Part IV.** Part list with drawing reference and List of SMTs/STEs Test Bench.
- (v) Rotable list, norms of consumption, mandatory/ non-mandatory spares list for each system.
- (c) Table of Tools & Equipment (TOTE) & carried spares.
- (d) Complete Equipment Schedule.
- (e) Repair and Servicing schedule.
- (f) Design Specifications.
- (g) Technical Manual on STE with drawing references.
- (h) Condemnation limits.
- (j) Packing specifications/instructions.
- (k) Any additional information suggested by the OEM.

4. **Details of OEMs.** For major / complex equipment, a large number of other OEMs may also be involved in manufacture of various systems/sub systems / support equipment. Details of such OEMs will also be intimated by the Bidder as per table below:-

Table - Format for Submitting Details of OEMs

Ser. No	Equipment	Part No	OEM	Contact Details (Tel/Fax/Email)	Details of Government License to OEMs

5. **Training.** A training package for operators, and maintenance personnel to undertake operation and maintenance of equipment as stipulated in respective contract, along with tools and test jigs training would be required to be carried out in English language. Requirements such as training aids, projection system, complete equipment with accessories, technical literature, spares, test equipment, test set up, charts, training handouts, power point presentations, Computer Based Training (CBT), Documentation, Simulators etc. will be provided by the Seller for the conduct of training. The Seller will provide the Operator and Maintenance & Repair training, for the duration, strength and locations specified in the RFP and Contract. The following may also be noted:

- (a) The costs for aggregates and training must only be indicated in the commercial proposal.

(b) **Sufficiency clause.** Bidder will give an undertaking regarding the sufficiency of installation material, Technical Literature and Training Aggregates under the provisions of this clause.

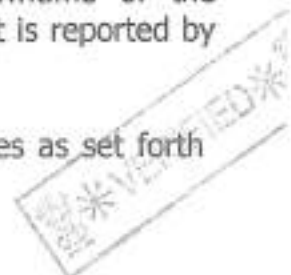
6. **Comprehensive Annual Maintenance Contracts (CAMC).** Comprehensive Annual Maintenance Contracts are concluded for a pre-determined period in multiples of Annum. The scope of CAMC includes provisioning of spares, tools and equipment as required for Maintenance and Repair of the equipment. In this arrangement, the bidder will ensure that the down time of the equipment does not exceed the minimum period stipulated in the CAMC. CAMC will include all corrective and preventive maintenance of the systems, equipment and machinery in satisfactory working order and 'Planned Preventive Maintenance' (PPM), repairs, servicing, calibration, replacement of defective parts, sub-assemblies, equipment, preservation /de-preservation as applicable. All equipment supplied under the proposed contract will be maintained on site by the Seller. CAMC will ensure performance of the equipment in the range and accuracies as set in equipment Technical Manual. The equipment proposed to be under CAMC would be listed along with their locations. An equipment repair Log book will be maintained to keep a record of the equipment down time during defect rectification.

(a) The scope of work would also involve the following: -

(i) **Preventive Maintenance.** The maintenance of the equipment is to be carried out by the Bidder at the Buyer premises. The equipment will be maintained as per the OEM specified maintenance schedules and equipment manuals. However, the number of visits by the Bidder to the customer premises should be at least once a quarter or as agreed to in the contract. The preventive maintenance team visiting the unit should be composite and possess sufficient expertise and spares to carry out preventive maintenance activities and resolve any pending unserviceability issues of the equipment.

(ii) **Breakdown Maintenance.** In addition to preventive maintenance, the Bidder will also be responsible to undertake breakdown maintenance of the equipment. Defects on the equipment as and when observed, will be intimated to the Bidder by telephone/ fax/ email. The Bidder will depute a team for undertaking repairs of the equipment within **two** working days from the reporting of the defect, in order to make the equipment operational. The Bidder will need to diagnose, test, adjust, calibrate and repair / replace the goods/equipment during the CAMC period. However, defective hard disks, strong devices, if any, of the equipment, will not be returned to the Bidder and would be retained for destruction / safe custody. The downtime of the equipment will commence after 48 hours from the time a defect is reported by the user and the log of the same would be maintained.

(iii) **Calibration.** Periodic inspection and calibration services as set forth



In the equipment manual shall be provided by the Bidder, to ensure operational availability of the equipment. Requisite certificates may be rendered whenever major repairs/maintenance on equipment is undertaken.

(iv) **Spares.** Supply of all parts (spares sourced from the OEM/OEM authorised vendor), including consumables, if any and material required for the optimal performance of the equipment as per the designed specifications mentioned in the equipment manual would be the responsibility of the Bidder.

(v) **Obsolescence Management.** The obsolescence management for the equipment delivered under the scope of contract would form part of CAMC Services. The obsolescence management will include providing "Form, Fit and Function" replacement of any system/sub system rendered obsolete during the period of CAMC.

(b) **Termination of Contract.** The Buyer may terminate the maintenance contract at any time without assigning any reason after giving a suitable notice as agreed to in the contract. The Bidder will not be entitled to claim any compensation against such termination and, if any payment is due to the Bidder for maintenance services already performed, the same would be paid as per the contract terms.

7. **Scope of Comprehensive Annual Maintenance Contract (CAMC)**

(a) The CAMC will include supply of all consumable and non-consumable spares by the firm during CAMC period including all costs such as labor, transportation and logistics. Any defect occurring in the system will be required to be rectified within **7 days** post 48 hours of notification. Towards this, the SELLER will be required to place sufficient stock of spares at their service centers for early repairs. The BUYER will not procure and hold any Onboard B&D spares. Record of downtime due to failure/ defects during CAMC period would be maintained by the user in a log book, which will also be signed by representative of the supplier. **The downtime of the equipment will commence after 48 hours from the time a defect is reported by the user.** The cumulative downtime for each equipment should not exceed 07 days in six months CAMC period.

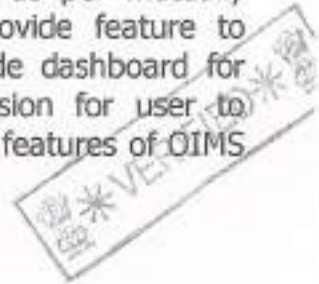
(b) The SELLER shall maintain a consolidated log book at its central location and also at each ship/ unit (to be kept with Coast Guard) wherein the corrective preventive maintenance undertaken by the SELLER shall be entered and the same shall be countersigned by the BUYER. Replacement of any part shall be done with the approval of Coast Guard and a record is to be maintained with the system-in-charge.

(c) The SELLER shall bear all expenditure towards travelling, boarding and lodging for the representatives incurred while executing the Comprehensive Annual



Maintenance Contract (CAMC).

8. **Online Inventory Management System (OIMS).** To leverage information technology and ensure expeditious order placement as well as timely product support, the Bidder is to provide an Online Inventory Management System (OIMS), as per mutually agreed format, to place Repair Orders online. The OIMS shall also provide feature to track the delivery status of the items. Further the OIMS should provide dashboard for intimation on obsolescence and offer of lifetime buy along with provision for user to interact with the OEM for technical assistance etc. The detailed scope and features of OIMS shall be finalized during the negotiations on CAMC.



Annexure I to Appendix D
(Refers to Para 34 of Part -II & Para 2 of Appendix D)

LIST OF SMT/STEs, JIGS, FIXTURE AND INFRASTRUCTURE

EQUIPMENT: Dispersant Spray System for OPVs/ FPVs/ IBs

Original Equipment Manufacturer (OEM): _____

Ser No	Manufacturer's Part No	Designation	Unit Cost	Nos Required				Brief Purpose	Remarks
				Unit Repair	Field Repair	Intermediate Repair	Base Repair		

Note:

- (i) Prepare separate sheet for each type of equipment.
- (ii) Specify in remarks column whether the Special Test Equipment (STE)/ Special Maintenance Tools (SMTs) can be used as general purpose equipment on any other kind of equipment.
- (iii) If test equipment is commercially available ex India, the source of supply be specified.
- (iv) Test equipment for calibrating the STEs should be included in the list above.
- (v) Test equipment which are required to be provided by the customer should also be included in the list above.



Annexure II to Appendix D
(Refers to Para 17 & 34 of Part -II
and Para 3 of Appendix D)

TECHNICAL LITERATURE

Equipment: 101 Nos. Dispersant spray system (27 systems for OPV, 32 systems for FPVs and 42 systems for IBs).

Original Equipment Manufacturer (OEM): _____

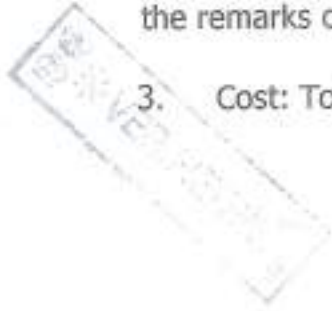
Ser	Technical Literature	Unit Cost	Qty			Total Cost	Remarks
			OPV	FPV	IB		
1.	User Handbook/Operator's Manual		27	32	42		
2.	Design Specifications		27	32	42		
3.	(a) <u>Part I.</u> Tech description, specifications, functioning of various Systems. (b) <u>Part II.</u> Inspection/Maintenance tasks, Repair procedures, materials used, fault diagnosis and use of Special Maintenance Tools (SMTs)/Special Test Equipment (STEs). (c) <u>Part III.</u> Procedure assembly/ disassembly, repair up to component level, safety precautions. d) <u>Part IV</u> (i) Part list with drawing reference (ii) List of SMTs/STEs with Test Bench		27	32	42		
4.	Technical Manual on STE with drawing		27	32	42		
5.	CDs/Soft copy on the above Tech literature		27	32	42		
6.	Any other (specify) e.g. Service logs						

Total Cost:



Notes:

1. In case any additional equipment is used, their tech literature will be included.
2. If certain technical literature is being provided free of cost, it should be indicated in the remarks column.
3. Cost: To be indicated in Price Bid only.



Annexure III to Appendix D

(Refers to Para 17 of Part I, Para 34 of Part-II and Para 5(a) of Appendix D)

TRAINING AGGREGATES

EQUIPMENT: _____ OEM: _____

Ser. No.	Description of Training Aggregate	Scale for (qty) Eqpt.	Unit Cost	Total	Remarks
1.	Shop Replaceable Units (SRU)/PCB/Modules/Assemblies as under: (a) (b) (c)				
2.	Computer based training package based on interactive multimedia to include (a) Full graphics, animation, text and sound (b) Symptoms-fault correlation (expert system).				
3.	Training Aids to include (a) Charts (b) Slides (c) Training Brochures (d) Training Work models (e) Blow up diagram (f) Video films				
4.	Any other(specify)				

Total Cost:

Appendix E

(Refers to Para 33 & 38 of Part II)

TRIAL METHODOLOGY

1. **General.** Field Evaluation Trials will be conducted by ICG trial team on 'No Cost No Commitment' (NCNC) basis. The broad trial plan for evaluation along with evaluating agencies is given at **Annexure I** to this methodology.
2. **Pre-Trial Meeting.** Venue and time of Pre-Trial meeting, to intimate broad schedule and modalities of trials, will be intimated to vendors by the Buyer. The meeting will include representatives of bidders whose equipment has qualified in the TEC, representatives of all stakeholders and agencies involved in conduct of trials.
3. **Evaluation Methodology.** The methodology for evaluating each parameter mentioned at **Appendix A** of RFP is highlighted at **Annexure I** to this Appendix. However, the decision to carry out physical evaluation of parameters where certifications are sought, or to seek certification for parameters where physical evaluation has been laid down, rests with ICG trial team depending on conditions existing during the Field Evaluation Trials. Such decisions will be communicated during the Pre-Trial Meeting.
4. **Deposition of Trial Equipment.** All bidders are to be prepared to deposit the equipment for trials on intimation post qualifying the TEC. The final date for fielding the equipment for trials will be intimated to TEC compliant bidders only. Quantity one (01) set of each Dispersant spray system (01 system for OPVs, 01 system for FPVs and 01 system for IBs) with complete accessories will be submitted by the bidders at the designated trial location for conduct of the Field Evaluation Trials.
5. **Deposition of Technical Documents.** Each bidder should provide two complete sets of technical literature (User Hand Book, Technical Manuals & Design/Technical Specifications, as applicable) along with one CD containing the soft copy of the Dispersant spray system for OPVs, FPVs and IBs respectively. The technical literature and all documents should be provided by the vendor within one week of qualifying the TEC. NABL/ Government Lab Certificate accompanied by test results for equipment, wherever applicable, shall be submitted by the bidder along with the equipment before commencement of trials. Failure to do so shall be construed as non-submission of equipment for trials. The ICG trial team will carry out a check of all applicable certification including **Certificate of Conformance (CoC)**, prior to commencement of physical trials. The bidder certification will be accompanied by internal QC report of the bidder. Format of CoC is placed at **Annexure-II** to this Appendix.
6. These trials will be conducted strictly in accordance with the provisions laid out in DAP 2020 and the trial equipment will be tested against parameters mentioned at **Appendix A**. Any change in methodology of evaluation will be at the discretion of the Coast Guard Headquarters and will be communicated to the bidder during Pre-Trial Meeting. In situ repairs/ modifications of the trial equipment may be allowed with due

permission. However, the trial equipment will not be allowed to be changed after the trial equipment has been taken over by the trial team. The trial equipment may be allowed to move out of the trial location for a defined period for repairs/ modifications after due permission from Coast Guard Headquarters on a case to case basis.

7. **Optional Equipment.** Optional equipment may be provided by the vendor along with the equipment for trials. The optional equipment will be trial evaluated during the trials and compliance/ non-compliance will be mentioned in the trial report but without having any bearing on overall compliance/non-compliance of the equipment.

8. **Terrain and Crew.** Terrain/place for the trials will be selected at the discretion of the Indian Coast Guard. Crew for operating the trial equipment will be provided by the bidder. Feasibility of demonstration at any location will be decided by the Coast Guard Headquarters/ICG Trial Team as per weather conditions. The equipment will be tested/trials conducted at various parts of India in varying sea/weather/wind conditions to establish the compliance of essential parameters as brought out in this RFP.

9. **Transportation of Equipment.** Whenever movement of trial stores is being undertaken by the vendors from one trial location to another, the equipment will be suitably sealed to prevent tampering. Being NCNC trials, all charges for transportation including freight, insurance, custom, Octroi duties and any other local taxes shall be borne by the vendors. A representative of vendor shall accompany the equipment being transported at all times.

10. **Test Facility.** In case facilities to conduct test are not available in any Government Laboratories (including DGQA/DRDO laboratories/other Government establishments) test will be conducted in NABL accredited private laboratories in India.

11. **Test Charges.** The participating bidders may be required to pay for the tests conducted in the labs.

12. **Additional Tests.** There may be some additional tests that may be required to be carried out at the locations identified by ICG Trial Team and would be informed during the Pre-Trial Meeting as mentioned at **Para 2** above.

13. **Qualified Vendor Representatives.** The representatives of Bidders present during trials should have adequate knowledge about the equipment to give the complete details of the equipment including stripping and assembling, testing procedures, SMTs/STEs etc. Observations and recommendations will be conveyed to respective Bidders and the Bidders will sign for the same.

14. **Debriefing to Vendors.** After each stage of trials, debriefing of all Bidders to inform them about the performance of all equipment (against the RFP parameters) being trial evaluated will be organized, in accordance with provisions of DAP 2020. Bidder's representatives will be briefed about the performance of their equipment

against the RFP parameters by the ICG Trial Team. These points will also be communicated to them in writing by the OI/C Trial Team.

15. **Representations/ Requests.** Bidders will be required to forward observations, if any, on this communication, to OI/C ICG Trial Team and Coast Guard Headquarters, within one week of receipt of the same. All queries, representations and requests related to the trial will be addressed in writing to the OI/C ICG Trial Team and will be replied to by the OI/C ICG Trial Team in writing. Both parties will endorse a copy of the correspondence to Coast Guard Headquarters.

16. **Security Clearance.** A maximum of eight (08) representatives per bidder will be allowed to witness the trials. Bidders will intimate relevant details of their representatives who will attend the Pre-Trial Meeting at Coast Guard Headquarters, on intimation of compliance in TEC and for trials, minimum 30 days in advance of commencement of the trials for obtaining security clearance. The details of representatives who would attend the trials will be forwarded to OI/C Trial Team. Non-receipt of details may result in delays in security clearance and will lead to non-attendance of the Bidder representative during the Pre-Trial Meeting and Trials.

17. **Retention and Returning of Equipment.** The equipment of all the Bidders, whether compliant or otherwise, will be retained under the custody of the Trial unit/evaluating agency, till the commencement of CNC. Equipment of Bidders found non-compliant in General Staff Evaluation would be returned thereafter. On finalization of contract, equipment of other participating Bidders may be returned, but equipment of the Bidder with whom contract is concluded will be retained till the first lot of delivery, for purposes of comparison.

18. **Trial Directives.** Any parameter which cannot be trial evaluated may be accepted based on certification by Government Accredited laboratory/NABL laboratory/OEM certification/ Vendor Certification, as decided by Trial Team. The above trial methodology is only a broad based guideline. There may be some additional test that may be required to be carried at the locations identified by OI/C Trial Team and would be informed during the Pre-Trial Meeting. The detailed trial directives/trial plan will be issued during the Pre-Trial Meeting.

19. Evaluating Agency will be Coast Guard Headquarters nominated ICG Trial Team.

20. **Conclusion.** This document may be considered only as a guideline for Bidder / ICG Trial Team for conduct of Trials. The OI/C Trial Team/ Coast Guard Headquarters may modify/ change/ add any aspects for validating the equipment to ensure all aspects of operational requirements have been verified. In view of the limited quantity of equipment being fielded for the trials, specifics of parameters being verified will be given out in Trial Directives issued by Coast Guard Headquarters before FET.

Annexure I to Appendix E
(Refers to Para 3 of Appendix E)

BROAD TRIAL PLAN – DISPERSANT SPRAY SYSTEMS

Ser.	Parameter	Requirement	Methodology/Remarks
Operational Parameters			
(a)	Type	Oil Spill Dispersant Spray System to be fitted in Offshore Patrol Vessels (OPV)/ Fast Patrol Vessels (FPV) and Interceptor Boats (IB). Equipment shall be State-of-the-art system, can be operated in the Marine Environment fitted on board ships. It shall be Governed by ASTM standard F1413/F1413M – 18(2020) "Standard Guide for Oil Spill Dispersant Application Equipment: Boom and Nozzle System" or latest standard / equivalent ISO standards. The equipment shall be able to apply Oil Spill Dispersant both Chemical and Bio-remediation 0 to 50 % dilution (Neat and upto 50% of diluted with sea water or fresh water.	(i) Physical verification by ICG Trial Team (ii) It should be ASTM (ASTM F1413/F1413M – 18(2020) / equivalent ISO standards compliant and accordingly CoC to be produced by the Vendor at least 15 days prior to scheduled trials. (iii) Certification as per ASTM/ equivalent ISO standards
(b)	Fitment onboard OPVs	The length of each Spray arms for OPVs shall be approximately 08-10 m. The number and type of nozzles to be fitted on spray arms, shall be in such a manner that it shall give flat fan shaped pattern of each nozzle with 50% of overlap between two spray pattern. The vendor shall indicate No. of nozzles and type of nozzles, required to be fitted so as to achieve the ASTM standard F1413/F1413M– 18(2020) / equivalent ISO standards or latest.	(i) Physical verification by ICG Trial Team (ii) Bidder certification. (iii) Tests as per ASTM / equivalent ISO standards.

* VERIFIED *

(c)	Fitment onboard FPVs	The length of each Spray arms to be fitted in FPV class ship shall be approximately 06-08 m. The no. and type of nozzles to be fitted on spray arms, shall be in such a manner that it shall give flat fan shaped pattern of each nozzle with 50% of overlap between two spray pattern. The vendor shall indicate no. of nozzles and type of nozzles, required to be fitted so as to achieve the ASTM standard F1413/F1413M- 18(2020) / equivalent ISO standards or latest.	(i) Physical verification by ICG Trial Team (ii) Bidder certification. (iii) Tests as per ASTM / equivalent ISO standards.
(d)	Fitment onboard IBs	The length of each Spray arms to be fitted in IB class ships shall be approximately 04 m. The no. and type of nozzles to be fitted on spray arms, shall be in such a manner that it shall give flat fan shaped pattern of each nozzle with 50% of overlap between two spray pattern. The vendor shall indicate number and type of nozzles required to be fitted.	(i) Physical verification by ICG Trial Team (ii) Bidder certification. (iii) Tests as per ASTM / equivalent ISO standards.
(e)	Performance	Dispersant Spray System shall consist of two spray arms (booms), fitted on port and starboard side of vessel and produce a flat fan shaped pattern from each nozzle, striking in line perpendicular to the curve of the vessel. Spray arms shall be collapsible and easy to stow. Spray arms shall be easy to mount and dismount.	(i) Physical verification by ICG Trial Team. (ii) To be demonstrated.
(f)	Spray pattern	Flat fan shaped spray pattern shall have 50% overlap.	(iii) Bidders certification.
(g)	Target dosage	Target dosage shall be between 20 to 100 liters per hectare.	
(h)	Delivery swath	Maximum Delivery Variation Over Swath Width shall not be more than 10% of volumetric variance over the swath.	



(j)	Optimum size of droplets	Optimum size of the dispersant droplets shall have Volume Mean Diameter (VMD) between 300-700 μm . Spray nozzle should match proportionate to give a uniform spray of coarse droplets. The droplet size shall be measured by test method ASTM F1738 /equivalent ISO standards.	(i) Physical verification by ICG Trial Team. (ii) To be demonstrated (iii) Bidders certification.
(k)	Dispersant Injection Rate	Dispersant Injection Rate shall be equivalent to pumping rate. The Dispersant Injection Rate will have to be verified and certified as per the formula given in ASTM standard F1413/F1413M-18(2020) / equivalent ISO standards or latest.	
(l)	Nozzle Shear Rate	Nozzle Shear Rate shall not be more than 2000 s^{-1} . The Nozzle Shear Rate shall be measured and certified by test method given in F1413/F1413M - 2020M-18(2020) /equivalent ISO standards or latest.	
Technical Parameters			
(m)	Pump	The pump system should be able to mix the OSD and seawater as per settings and deliver it to the nozzles.	(i) Physical verification by ICG Trial Team. (ii) To be demonstrated (iii) Bidders certification
(n)	Delivery system	System shall also have necessary piping, valves, pumping system for delivering dispersant to the spray arms.	
(p)	Material of Spray System	Material of the spray arm shall be marine grade stainless steel metal. Spray arms shall be supported by support mechanism which shall be Sturdy and able to sustain the sea conditions.	



(q)	Flow meter & pressure gauge	Dispersant flow meter and pressure gauge shall be part of the system.	
(r)	Product Certification	The equipment shall comply with ASTM Standard/ equivalent ISO standards as mentioned above. It shall be certified by appropriate classification society IRS, ABS, DNV etc.	(i) Physical verification by ICG Trial Team. (ii) To be demonstrated (iii) Certification
(s)	Additional Requirement	Data shall be provided for:- (i) Dosage Chart. (ii) Material of construction. (iii) Data on model number of pumps, nozzles, valves, pipes etc. (iv) Operational data on all equipment including spray arms, pumps, valves, educator, flow meter and engines.	(i) Physical verification by ICG Trial Team. (ii) Vendor certification
Maintainability & Ergonomic Parameters			
(t)	Cleaning & draining system	Facility for cleaning and draining system shall also be part of the system.	(i) Physical verification by ICG Trial Team. (ii) To be demonstrated
(u)	Accessories	Pump system shall be trolley mounted with locking system so that it remain firm on the deck while operation. Spray system shall be compatible from a single pump providing sufficient pressure to both spray arms. The pump shall be able to provide uniform desirable pressure to both spray arms. Engine of the pump shall be operated using diesel.	(iii) Vendor certifications

Annexure II to Appendix E
 (Refers to Para 5 of Appendix E)

(To be printed on Company Letter head)
CERTIFICATE OF CONFORMANCE

1. Bidder's Name and Address
2. Bid ID _____
3. Source /OEM Details _____
4. Manufacturer's Part No. _____
5. Manufacturer's Lot No. _____
6. Date of Manufacture _____

This is to certify that the equipment offered has been manufactured, processed, inspected, tested in accordance with all requirements of the buyer and specified on referenced documents. Furthermore, inspection and test results signify that the equipment being offered are fully acceptable and in complete conformance to each parameter of the **Appendix A** specified in the RPF.

Other data, with respect to the specifications/ functionality/ performance/ material specifications of the equipment offered will be made available upon request.

Signature _____

Date _____



COMMERCIAL CLAUSES

1. **Payment Terms**

1.1 **INCOTERMS for Delivery**

1.1.1 The delivery of goods will be based on DDP INCOTERMS-2020 with ultimate consignee as described at **Annexure IV** to this Appendix.

1.2 **Currency of Payment**

1.2.1 Indian bidder should submit their bids in Indian Rupees.

1.3 **Contract Price and Requirement of Bank Guarantees**

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

1.3.2 **Base Contract Price.** The Base Contract Price will be considered as Total Contract price excluding taxes and duties applicable at the time of signing of Contract and excluding the Total CAMC.

1.3.3 **Bank Guarantee(s)** For the purpose of payment of Advances to the Bidder and submission of various Bank Guarantees by the Bidder i.e Advance Payment Bank Guarantee (APBG) and Additional Bank Guarantee (ABG), as applicable, Base Contract price will be considered. For performance cum Warranty Bank Guarantee (PWBG), Total Contract Price including taxes and duties is to be considered.

1.3.4 For orders with CAMC, with an additional Performance Bank Guarantee (PBG) is to be submitted by the Bidder for which the Total Price of CAMC for contracted duration will be considered.

1.3.5 All Bank Guarantee(s) requirements viz Advance Payment Bank Guarantee (APBG), Performance-cum-Warranty Bank Guarantee (PWBG), Additional Bank Guarantee (ABG), Performance Bank Guarantee (PBG) etc. are to be submitted as per following:-

1.3.5.1 **Indian Bidder.** In case of Indian Bidders, the Bank Guarantee(s) shall be from any Indian Public or Private Scheduled Commercial Bank.

1.4 **Payment to Indian Bidders.** The schedule for payments will be based on the Buyers requirements, enumerated at succeeding Paragraphs. The summary of delivery schedule, payments to be made and schedule of submission/release of Advance Bank

guarantee(s), as applicable, is specified at **Annexure IV to Appendix F.**

1.4.1 **Advance Payment.** Fifteen (15%) of the Base Contract Price shall be paid within thirty (30) days of submission of claim and a Bank Guarantee for the equivalent amount, subject to correction and acceptability of the documents submitted. The prescribed format of the Advance Payment Bank Guarantee (APBG) is placed at **Annexure I to Appendix F.** The Advance Payment Bank Guarantee (APBG) will be deemed to be proportionately and automatically reduced until full extinction along with and prorate to value of each delivery, as evidenced by corresponding copy of document proving delivery and invoices of goods/services supplied/provided. The date of delivery would be reckoned from the date of release of Advance payment by the Buyer to the Seller (T₀), provided the Seller submits the documents mandated by the DAP for release of advance by the Buyer within 45 days of signing of contract. In the event of the Seller not submitting the said documents within 45 days of signing of contract, the period between the 45th day and actual submission of documents will be excluded from the actual date of advance payment to arrive at the delivery date. In case, no advance is to be paid, the date for reckoning date of delivery would be the date of signing of contract.

1.4.2 In case of failure of the Seller to deliver the deliverables to the Buyer or inordinate delay in the said delivery leading to Termination of the Contract in accordance with Article 22.1 of SCD, the SELLER will be liable to return payments received against dispatch.

1.4.3 **On Delivery.** 60% of the contract price of deliverables shall be paid on completion of JRI post-delivery and issue of JRI Certificate/Certified Receipt Voucher (CRV) issued by the Buyer.

1.4.4 **On Final Acceptance and Installation/ commissioning.** The remaining 25% of the Contract Price of deliverables shall be paid within thirty (30) days of submission of the Acceptance Certificate & Certified Receipt Voucher (CRV) issued by the Buyer and other relevant documents as mentioned above for final payment, but such payments will be subject to the deductions of such amounts as the Seller may be liable to pay under the agreed terms of the Contract. The concerned PCDA/CDA will release the payment through cheque/EFT.

1.4.5 **Part-Dispatch/Part-shipment.** Part-dispatch or part-shipment of goods is not permitted.

1.4.6 **CAMC Payments.** CAMC payments would be paid half yearly iaw the cash flow quoted in the price bid format, at the end of half year period, against the Performance Cum Guarantee which is to be submitted before the commencement of CAMC period and shall be equivalent to 5% of the total amount of entire CAMC period of 10 years. Payments will be made Half-yearly by PCDA through Coast Guard



Headquarters on submission of User Clearance Certificate through DBT.

- 1.4.7 **Payment of Taxes and Duties.** Payment of taxes, duties and statutory levies will be made on submission of requisite documentary proof to Paying authority. Reimbursement of taxes and duties will be as per rates and amounts indicated in the commercial bid/contract or as per actual whichever is lower.
2. **Performance-cum-Warranty Bank Guarantee Clause.** A Performance –cum-Warranty Bank Guarantee (PWBG) of 5% of value of the Total contract price including taxes and duties would be furnished by the Bidder in the form of a Bank Guarantee to sequentially act as Performance Bank Guarantee till the delivery and as Warranty Bank Guarantee on delivery. The PWBG shall be submitted by the Bidder within one month of signing of contract and shall be valid for a period, until three months beyond the warranty period, as specified in the RFP. If at any stage, the Performance Guarantee is invoked by the Buyer either in full or in part, the Bidder shall make good the shortfall in PWBG within 30 days by an additional Bank Guarantee for equivalent amount. In the event of failure to submit the required Bank Guarantee against invoked Performance Guarantee, equivalent amount will be withheld from the next stage payment till the shortfall in the Bank Guarantee is made good by the Bidder. The prescribed format of the performance –cum-Warranty Bank Guarantee is placed at **Annexure II to Appendix F.**
3. **Performance Bank Guarantee for CAMC.** The Bidder will be required to furnish a Performance Guarantee by the way of a Bank Guarantee of a sum equal to 5% of the Total Price of CAMC for contracted duration prior to expiry/return of the PWBG of the Main Contract. Performance Bank Guarantee should be valid for 03 months beyond the period of the CAMC. The format of the Performance Bank Guarantee is to be as per **Annexure II to Appendix F.**
4. **Inspection.** Pre Dispatch Inspection would be at the discretion of Buyer. Joint Receipt Inspection (JRI) will be carried out at points of delivery as per details mentioned at **Annexure IV** to this Appendix. The representative of the Seller may be present for inspection after the equipment reaches the concerned destination. The Seller would be informed of the date for JRI.
5. **Liquidated Damages (LD).** In the event of the Bidder's failure to submit the Documents, supply the stores/ goods, perform services, conduct trials, installation of equipment, training and MET as per schedule specified in this contract, the BUYER may, at his discretion withhold cost of the specific lot/batch or 1% of the Project cost, whichever is higher, until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of **1/100** of the **delay percentage** {Delay percentage = (Period of Delay in Delivery In Weeks) x 100 / (Delivery Period In weeks as per contract)} of the Base 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 contract price of the value of

delayed stores/ services (Any extension given by the Buyer for delay attributable to Buyer or Force Majeure Clause to be factored in delivery period).

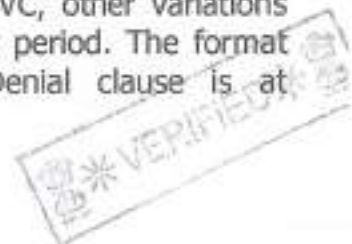
6. **Payment Deductions and Damages for Shortfalls in CAMC Services.** The BUYER may also deduct from the SELLER as agreed, liquidated damages in case the cumulative downtime exceeds 07 working days for each equipment in each six monthly period of the CAMC. The total downtime will be calculated at the end of each six months period of the CAMC per equipment and payments will be deducted at the end of each six months period. Modalities towards calculation of total downtime will be finalized with L1 Bidder prior finalization of contract. The total payments to be deducted will be calculated as follows:-

(a) Payments would be deducted on pro-rate basis for the duration, by which cumulative downtime exceeds 07 (working days) per equipment, as follows:-

- (i) Per year CAMC= 'X1' (per equipment)
- (ii) Period by which cumulative downtime exceeds the specified cumulative downtime in six months (i.e. beyond seven days for each equipment), in days = 'Y1'
- (iii) Payment Deduction = 'Z1',
Where $Z1 = [(X1/ \text{Number of days in the year}) * Y1]$

(b) In addition, damages would be deducted to the sum of 0.5 % of the per annum CAMC cost per day, for the duration, by which cumulative down time exceeds the maximum permissible cumulative downtime per quarter/half-year/year, subject to the maximum value of this damages not being higher than 5% of the six monthly CAMC cost.

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



Annexure I to Appendix F
(Refers to Para 1.4.1 of Appendix F)

BANK GUARANTEE FORMAT FOR ADVANCE

To

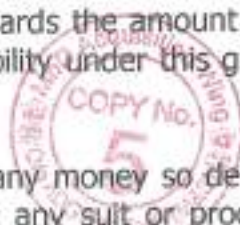
The _____
 Ministry of Defence
 Government of India
 _____ (Complete postal address of the beneficiary)

1. "Whereas President of India represented by the Deputy Director General (Ops & CS), Indian Coast Guard, Ministry of Defence, Government of India (hereinafter referred to as BUYER) have entered into a Contract No....., dated (Date of Contract) with M/s..... (referred to as SELLER) and whereas according to the said Contract the BUYER has undertaken to make an advance payment of Rs being payment of 15% of the total value of Rs. of the said Contract, against issuance of an advance guarantee by a bank."

2. We _____ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BUYER intimating that the SELLER is in breach of the Contractual obligations stipulated in the said Contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our total liability under this guarantee shall be restricted to an amount not exceeding Rs.

3. We undertake to pay to the BUYER any money so demanded notwithstanding any dispute or disputes raised by the SELLER in any suit or proceedings pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the SELLER shall have no claim against us for making such payment.

4. _____ We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the BUYER under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till.....office / Department / Ministry ofcertifies that the terms and conditions of the said Contract have been fully and properly carried out by the said SELLER and accordingly discharges this guarantee.



5. We, further agree with the BUYER that the BUYER shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said SELLER from time to time or to postpone for any time or from time to time any of the powers exercisable by the BUYER against the said SELLER and 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, Amendment issued vide MoD ID No. 4(50)/D(Acq)/08 dated 20.06.2016 or extension being granted to the said SELLER or for any forbearance, act or omission on the part of the BUYER or indulgence by the BUYER to the said SELLER or by any such matter or thing whatsoever which under law relating to sureties would, but for this provision, have effect of so relieving us.

6. The amount of this guarantee will be progressively reduced by (percentage of advance.....of total value of each part shipment/services against the stage payment released by the BUYER for that shipment/services made by the SELLER and presentation to us of the payment documents.

7. This guarantee will not be discharged due to the change in the constitution of the bank or the BUYER/SELLER.

8. We, undertake not to revoke this guarantee during the currency except with the previous consent of the BUYER in writing.

9. Notwithstanding anything contained herein above:-

(a) Our liability under this Guarantee shall not exceed Rs. _____

(b) This Bank Guarantee shall remain valid until _____
(hereinafter the expiry date of this guarantee) the Bank Guarantee will cease to be valid after _____ irrespective whether the Original Guarantee is returned to us or not.

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

Dated the _____ day of _____ (month and year)

Place :

Signed and delivered by _____ (Name of the bank)

Through its authorised signatory

(Signature with seal)



Annexure II to Appendix F
(Refers to para 2 of Appendix F)

BANK GUARANTEE FORMAT FOR PERFORMANCE-CUM-WARRANTY

To

The _____
 Ministry of _____
 Government of India
 _____ (complete postal address of the beneficiary)

Dear Sir,

1. Whereas President of India represented by the Deputy Director General (Ops & CS), Indian Coast Guard, Ministry of Defence, Government of India (hereinafter referred to as BUYER) have entered into a Contract No. _____ dated _____ (hereinafter referred to as the said Contract) with M/s. _____ (hereinafter referred to as the SELLER) for supply of goods as per Contract to the said BUYER and whereas the SELLER has undertaken to produce a bank guarantee amounting to Rs which is 5% of the Total Contract Price (including taxes and duties) to cover 5% of Total Contract Price (including taxes and duties) each for Performance and Warranty in sequence, to secure its obligations towards Performance-cum- Warranty to the BUYERS.

2. We, the _____ bank hereby expressly, irrevocably and unreservedly undertake the guarantee as principal obligors on behalf the SELLER that, in the event that the BUYER declares to us that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the BUYER by reason of breach/failure to perform by the said SELLER of any of the terms and conditions in the Contract related to Performance and Warranty clauses, we will pay you, on demand and without demur, all and any sum up to {5% of Total Contract Price (including taxes and duties)} _____ Rupees only at any instance under this Guarantee. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said Contract. We shall not be entitled to ask you to establish your claim or claims under this guarantee but will pay the same forthwith without any protest or demur. We undertake to effect payment upon receipt of such written demand.

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

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

5. In no case shall the amount of this guarantee be increased.
6. This Performance-cum-Warranty guarantee shall remain valid for a period until three months beyond the warranty period as specified in the Contract i.e. up to .
7. Subject to the terms of this Bank Guarantee, the issuing bank hereby irrevocably authorizes the beneficiary to draw the amount of up to Rs/ US \$/Euro/PS £/Yen/AUD/SGD_ {5% of Total Contract Price (including taxes and duties)} for breach/failure to perform by the SELLER of any of the terms and conditions of the Contract related to performance and warranty clause. Partial drawings and multiple drawings under this Bank Guarantee are allowed within the above stated cumulative amount subject to each such drawing not exceeding 5% of the Total Contract Price (including taxes and duties) (Rs/ US\$/Euro/PS £/Yen/AUD/SGD only) (Mention BG amount).
8. - This guarantee shall be continuing guarantee and shall not be discharged by any change in the constitution of the Bank or in the constitution of M/s _____. We undertake not to revoke this guarantee during the currency except with previous consent of BUYER in writing.
9. Notwithstanding anything contained herein above:
- (a) Our liability under this Guarantee shall not exceed Rs (Rupees only (in words)).
- (b) This Bank Guarantee shall remain valid until 3 months from the date of expiry of warranty period of the Contract, i.e up to (mention the date) which is 3 months after expiry of the warranty period and the BG shall cease to be valid after irrespective whether the Original Guarantee is returned to us or not.
- (c) We are liable to pay guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written demand or a claim in writing on or before _____ (Expiry Date).

Dated the _____ day of _____(month and year)

Place :

Signed and delivered by _____(name of the bank)

Through its authorised signatory
(Signature with seal)



Annexure III to Appendix F
(Refers to Para 7 of Appendix F)

FORMAT FOR EXTENSION OF DELIVERY PERIOD/PERFORMANCE NOTICE

Name of the Procuring Entity

Extension of Delivery Period/Performance Notice

To

M/s (name and address of firm)

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

Ref: Your letter no dated:

Dear Sir,

1. You have failed to deliver {the (fill in qty.) of Stores/the entire quantity of Stores} within the contract delivery period [as last extended up to] (fill in date). In your letter under reply you have asked for [further] extension of time for delivery. In view of the circumstances stated in your said letter, the time for delivery is extended from (fill in date) to (fill in date).
2. Please note that notwithstanding the grant of this extension in terms of Clause (fill in clause number) of the subject contract an amount equivalent to% (..... per cent) of the delivered price of the delayed goods for each week of delay or part thereof (subject to the ceiling as provided in the aforesaid clause) beyond the original contract delivery date/the last unconditionally re-fixed delivery date (as & if applicable), viz., (fill in date) will be recovered from you as liquidated damages. You may now tender the Stores for inspection [balance of the Stores] in terms of this letter. Stores if any already tendered by you for inspection but not inspected will be now inspected accordingly.
3. You are also required to extend the validity period of the performance guarantee for the subject contract from (fill in present validity date) to (fill in required extended date) within 15 (fifteen) days of issue of this amendment letter.
4. The above extension of delivery date will also be subject to the following Denial Clause:-
 - (a) That no increases in price on account of any statutory increase in or fresh imposition of customs duty, GST or on account of any other taxes/duty, including custom duty, leviable in respect of the Stores specified in the said contract which takes place after (insert the original delivery date) shall be admissible on such of the said Stores, as are delivered after the said date; and,
 - (b) That notwithstanding any stipulation in the contract for increase in price on any other ground including foreign exchange rate variation, no such increase which takes place after (insert the reckoning date as per DAP 2020) shall be admissible on such of

the said Stores as are delivered after the said date.

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

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

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



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

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

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

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



Annexure IV to Appendix F
 (Refers to Para 9 of Part I and
 Para 1.4 of App F)

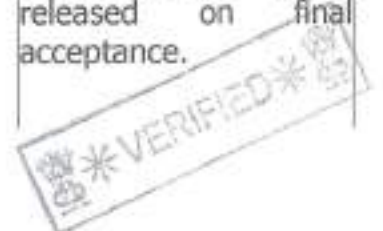
DELIVERY SCHEDULE AND STAGES OF PAYMENT

1. Stage-wise Payment for Delivery in Lots/ Batches

Sl	Activity	Delivery Timelines (T ₀ + Wks)	Scheme for Payment	Scheme for submission and Return of Advance Payment Bank Guarantees	Remarks
(a)	Signing of contract		15% of the total contract price	APBG of equivalent amount to be submitted	
(b)	On Delivery of all equipment/ system/ Completion of JRI				
(i)	1 st Lot/ Batch	T ₀ + 24 Wks	60% of the cost of Equipment / System of the Lot	APBG is to be returned on pro-rata basis on delivery of each lot/batch. APBG pertaining to documentation and training can be returned on delivery of a particular lot/batch In case delivery of documentation and/or training can be completed only on	



(ii)	2nd Lot/ Batch	$T_0 + 36$ Wks	60% of the cost of Equipment / System of the Lot	commissioning of the equipment and cost of documentation/ training is substantial (5%-8%, as specified), then APBG will be returned on pro-rata basis as per completion of delivery of equipment, Documentation and training.	
(iii)	3 rd Lot/ Batch	$T_0 + 48$ Wks	60% of the cost of Equipment / System of the Lot		
(c)	Delivery of Documentation	--	75% of the cost of Documentation		
(d)	Completion of Training	--	75% of the cost of Training		
(e) On Installation and Final Acceptance					
(i)	1 st Lot/ Batch	$T_0 + 24$ Wks	25% of the cost of Equipment / System of the Lot		Remaining 25% of the cost of training and documentation to be released on final acceptance.



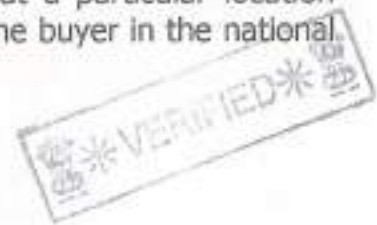
(ii)	2 nd Lot/ Batch	T ₀ + 36 Wks	25% of the cost of Equipment / System of the Lot
(iii)	3 rd Lot/ Batch	T ₀ + 48 Wks	25% of the cost of Equipment / System of the Lot

2. The details of delivery locations/ JRI and places of final installation are as follows:

Ser	Batch	Time of Delivery	Delivery Location	Qty (set)	Location of Installation	Qty (set)
For OPVs						
1	I st	T ₀ +24 Weeks	Chennai	05	Chennai	05
			Tuticorin	02	Tuticorin	02
			Vishakhapatnam	02	Vishakhapatnam	02
2	II nd	T ₀ +36 Weeks	Mumbai	02	Mumbai	02
			Goa	03	Goa	03
			Paradip	02	Paradip	02
			Port Blair	02	Port Blair	02
3	III rd	T ₀ +48 Weeks	Porbandar	03	Porbandar	03
			New Mangalore	02	New Mangalore	02
			Kochi	04	Kochi	04
Total				27		27
For FPVs						
4	I st	T ₀ +24 Weeks	Porbandar	01	Porbandar	01
			Okha	02	Okha	02
			Mumbai	03	Mumbai	03
			Goa	02	Goa	02
			New Mangalore	04	New Mangalore	04
			Kochi	01	Kochi	01
5	II nd	T ₀ +36 Weeks	Chennai	02	Chennai	02
			Tuticorin	02	Tuticorin	02
			Vishakhapatnam	04	Vishakhapatnam	04
			Paradip	02	Paradip	02
			Haldia	01	Haldia	01
			Puducherry	01	Puducherry	01
6	III rd	T ₀ +48 Weeks	Port Blair	06	Port Blair	06
				02	Diglipur	02

Total				32		32
For IBs						
7	I st	T ₀ +24 Weeks	Porbandar	05	Porbandar	05
			Okha	07	Okha	07
			Mumbai	05	Mumbai	05
			Goa	01	Goa	01
8	II nd	T ₀ +36 Weeks	New Mangalore	01	New Mangalore	01
			Kochi	09	Kochi	06
					Kavaratti	03
			Chennai	02	Chennai	02
Vishakaptanam	03	Vishakaptanam	03			
9	III rd	T ₀ +48 Weeks	Paradip	02	Paradip	02
			Portblair	07	Port Blair	04
					Diglipur	02
					Campbell Bay	01
Total				42		42
Grand Total				101		101

Note. The number of Dispersant spray system to be supplied at a particular location could change with prior intimation of at least two months' notice by the buyer in the national interest.



Appendix G
(Refers to Para 47 of Part
III and Para 56 of Part IV)

EVALUATION CRITERIA AND PRICE BID FORMAT

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

1.1. Only those Bids will be evaluated, which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially. The bidder, whose price is arrived as lowest as per Evaluation criteria given in this Appendix, will be declared as L-1 bidder by Buyer. The determination of L-1 shall be based on sum of the commercial bids for 26 nos Dispersant spray system for OPVs, 32 nos Dispersant spray system for FPVs and 43 nos Dispersant spray system for IBs along with Net Present Value (NPV) of Comprehensive Annual Maintenance Contract (CAMC).

1.2. While carrying out evaluation of bids to determine L1 (including where DCF Technique is applicable), the following criteria would be followed:-

In 'Buy (Indian)' Cases'

1.3.1. In Case of Indian Bidders including Defence PSUs/OFs. All costs, taxes (Including GST) and duties quoted by the supplier at Serials A to K of Para 2 below would be considered for purpose of comparison of various bids.

1.3.2. Discounted Cash Flow (DCF) technique will be applied including taxes and duties to ascertain the NPV which would be used for determining L1 bidder.

1.4. Basic Custom Duty on input material is to be included in the cost of Basic Equipment, Installation/Commissioning/Integration, BNE, ToT, SMT, STE, PSP and any other Item listed at Column (ii) of Para 2 below.

1.5. If there is discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected based on indicative rates of taxes and duties at columns(vi) and(vii) of para 2 below. If there is a discrepancy between words and figures, the amount in words prevails for calculation of price.

2. **Price Bid Format.** The Price Bid Format is given below and Bidders are required to fill this correctly with full details separately for each equipment, i.e., 26 nos Dispersant spray system for OPVs, 32 nos Dispersant spray system for FPVs and 43 nos Dispersant spray system for IBs. No column of the Bid format has to be left blank. The clubbing of serials/sub serials to indicate a consolidated cost is not acceptable.

Columns of 'quantity', 'unit cost', 'total cost (including all taxes and duties)', 'GST/IGST (%) and Custom Duty (%) are to be filled up with '0', 'positive numerical values' or 'Not Applicable' at every row as applicable. If any column is not applicable and intentionally left blank, the reason for the same has to be clearly indicated in the remarks column.

Ser	Items	Qty	Unit Cost	Total Cost (iii) X (iv)	Indicative Rate of Taxes & Duties used to arrive at Total Cost (as		Total Cost (including all taxes & duties) (v) + (vi) + (vii)	Remarks
					GST/IGST (%) (vi)	Custom Duty (vii)		
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)
Dispersant spray system for OPVs								
A ₁ .	Cost of Basic Equipment. Full break-up details may be given.							
B ₁ .	Cost of Installation							
C ₁ .	Cost of Special Maintenance Tools and Special Test Equipment as per format given at Annexure I to Appendix D.							
D ₁ .	Cost of Operator's Manual and Technical Literature (in English Language) as per Annexure II to Appendix D							



Ser	Items	Qty	Unit Cost	Total Cost (iii) x (iv)	Indicative Rate of Taxes & Duties used to arrive at Total Cost		Total Cost (including all taxes & duties) (v) + (vi)	Remarks
					GST/IGST (%)	Cust om Duty (%)		
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)
E ₁ .	Cost of Training Aids such as simulators, cut out models, films, charts etc. as recommended by the supplier as per Annexure III to Appendix D							
F ₁ .	Cost of recommended period of Training excluding the cost of travel and boarding and lodging in India.							
G ₁ .	Cost of Preservation /De-preservation (if applicable)							To be paid as in the contract, if utilized
H ₁ .	Any other cost (to be specified).							
J ₁ .	Freight and Transit Insurance Cost (where applicable).							
K ₁ .	CAMCCost giving year-wise break-up							

Ser	Items	Qty	Unit Cost	Total Cost (iii) x (iv)	Indicative Rate of Taxes & Duties used to arrive at Total Cost		Total Cost (including all taxes & duties) (v) + (vi) + (vii)	Remarks
					GST/IGST (%)	Custom Duty (%)		
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)
L ₁ .	Total Cost (Total of Serial A ₁ to K ₁)						#	# This will be used in determining L1 vendor (duly applying provisions of Para 1 above).
M ₁ .	Foreign Exchange component of the proposal. (for Indian Vendors only)							This will be with reference to Para 1.2.1 of Appendix F.
Dispersant spray system for FPVs								
A ₂ .	Cost of Basic Equipment. Full break-up details may be given.							
B ₂ .	Cost of Installation							

VERIFIED

Ser	Items	Qty	Unit Cost	Total Cost (iii) x (iv)	Indicative Rate of Taxes & Duties used to arrive at Total Cost (as applicable)		Total Cost (including all taxes & duties) (v) + (vi) + (vii)	Remarks
					GST/IGST (%)	Custom Duty (%)		
(I)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)
C ₂ .	Cost of Special Maintenance Tools and Special Test Equipment as per format given at Annexure I to Appendix D.							
D ₂ .	Cost of Operator's Manual and Technical Literature (in English Language) as per Annexure II to Appendix D							
E ₂ .	Cost of Training Aids such as simulators, cut out models, films, charts etc. as recommended by the supplier as per Annexure III to Appendix D							
F ₂ .	Cost of recommended period of Training excluding the cost of travel and boarding and lodging in India.							



Ser	Items	Qty	Unit Cost	Total Cost (iii) x (iv)	Indicative Rate of Taxes & Duties used to arrive at Total Cost (as applicable)		Total Cost (including all taxes & duties) (v) + (vi) + (vii)	Remarks
					GST/IGST (%)	Custom Duty (%)		
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)
G ₂ .	Cost of Preservation/Depreciation (if applicable)							To be paid as in the contract, if utilized
H ₂ .	Any other cost (to be specified).							
J ₂ .	Freight and Transit Insurance Cost (where applicable).							
K ₂ .	CAMC Cost giving year-wise break-up.							
L ₂ .	Total Cost (Total of Serial A ₂ to K ₂)						#	# This will be used in determining L1 vendor (duly applying provisions of Para 1 above).
M ₂ .	Foreign Exchange component of the proposal. (for Indian Vendors only)							This will be with reference to Para 1.2.1 of Appendix F.



Ser	Items	Qty	Unit Cost	Total Cost (iii) x (iv)	Indicative Rate of Taxes & Duties used to arrive at Total Cost (as applicable)		Total Cost (including all taxes & duties) (v) + (vi) + (vii)	Remarks
					GST/IGST (%)	Custom Duty		
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)
Dispersant spray system for IBs								
A ₃ .	Cost of Basic Equipment. Full break-up details may be given.							
B ₃ .	Cost of Installation							
C ₃ .	Cost of Special Maintenance Tools and Special Test Equipment as per format given at Annexure I to Appendix D.							
D ₃ .	Cost of Operator's Manual and Technical Literature (in English Language) as per Annexure II to Appendix D.							
E ₃ .	Cost of Training Aids such as simulators, cut out models, films, charts etc as recommended by the supplier as per Annexure III to Appendix D.							



Ser	Items	Qty	Unit Cost	Total Cost (iii) x (iv)	Indicative Rate of Taxes & Duties used to arrive at Total Cost (as applicable)		Total Cost (including all taxes & duties) (v) + (vi) + (vii)	Remarks
					GST/IGST (%)	Custom Duty (%)		
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)
F ₃ .	Cost of recommended period of Training excluding the cost of travel and boarding and lodging in India.							
G ₃ .	Cost of Preservation/De-preservation (if applicable)							To be paid as in the contract, if utilized
H ₃ .	Any other cost (to be specified).							
J ₃ .	Freight and Transit Insurance Cost (where applicable).							
K ₃ .	CAMC Cost giving year-wise break-up.							
L ₃ .	Total Cost (Total of Serial A ₃ to K ₃)						#	# This will be used in determining L1 vendor (duly applying provisions of Para 1 above).



Ser	Items	Qty	Unit Cost	Total Cost (iii) x (iv)	Indicative Rate of Taxes & Duties used to arrive at Total Cost (as applicable)		Total Cost (including all taxes & duties) (v) + (vi) + (vii)	Remarks
					GST/IGST (%)	Custom Duty (%)		
M ₃	Foreign Exchange component of the proposal.(for Indian Vendors only)							This will be with reference to Para 1.2.1 of Appendix F.
N.	Grand Total (CAMC cost for the equipment) (K ₁ + K ₂ + K ₃)							
P.	Grand Total (excluding CAMC Cost) of the equipment (L ₁ + L ₂ + L ₃ - N)							

Note: Taxes and Duties. All Indirect Taxes and Duties will be paid at actuals or as indicated in the Commercial bid by the Bidder, whichever is lower. In case of any change in the tax structure/rates by BUYER'S Government, only incremental/decremented change will be paid.

3. Evaluation of Bids by DCF Technique.

(Note: This clause is to be included only if there is AMC/CAMC/PBL/LCSC clause or any other condition in RFP, resulting in different cash outflows in successive years) -

3.1 **Net Present Value (NPV)** is a variant of DCF method, which will be used by the Buyer for evaluation of Bids. The Net Present Value of a Bid will be equal to the sum of the present values of all the cash flows associated with it. The following formula will be used for calculating NPV of a bid -

$$NPV_{0,t} = \sum_{t=1}^n \frac{At}{(1-r)^t}$$

Where,

NPV = Net Present Value

A_t = Expected cash flow occurring at the end of year 't' as mentioned in the Payment schedule of Bid

n = Duration of cash flow stream

r = Discounting Rate

t = The period after which payment is done

The bid with the lowest NPV would be selected. The final amount to determine L-1 shall be arrived at on the basis of summation of bids for 26 nos. Dispersant spray system for OPVs, 32 nos Dispersant spray system for FPVs and 43 nos. Dispersant spray system for IBs along with Net Present Value (NPV) of Comprehensive Annual Maintenance Contract (CAMC).

3.2 The Discounting rate will be 8%". (Note-This will be the Government of India's lending rate on loans given to state governments, as notified by Budget Division of Ministry of Finance annually)

3.3 **Structuring Cash Flows for Tenders/ Bids Received in the Same Currency.** The cash outflows as shown in price bids will be taken into consideration. NPV of different bids will be calculated using the formula given above and the one having lowest NPV will be selected as L-1.



Appendix H

(Refers to Para 52 of Part III)

**STANDARD CONDITIONS OF REP
LAW**

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

ARBITRATION

(For Indian Private Vendors)

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

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

2.3 Within sixty (60) days of the receipt of the said Notice, one arbitrator shall be nominated in writing by SELLER and one arbitrator shall be nominated by BUYER.

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

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

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

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

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



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

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

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

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

ARBITRATION

(For Central & State PSEs)

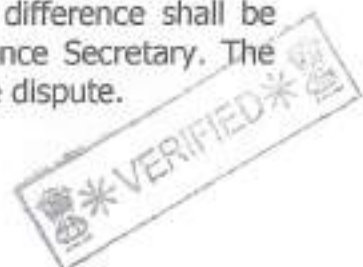
3. In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary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

ARBITRATION

(For Defence PSUs)

4. In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party to the Arbitrator(s) appointed by Defence Secretary. The award of the Arbitrator(s) shall be binding upon the parties to the dispute.

FORCE MAJEURE



5.1 Should any force majeure circumstances arise, each of the contracting party shall be excused for the non-fulfillment or for the delayed fulfillment of any of its contractual obligations, if the affected party within **15 days** of its occurrence informs in a written form the other party.

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

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

PENALTY FOR USE OF UNDUE INFLUENCE

6.1 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 for borne to do any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government. Any breach of the aforesaid undertaking by the 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 offence 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, 1988 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.

6.2 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.

INTEGRITY PACT

7.1 Further signing of an 'Integrity Pact' would be considered between government department and the bidder for schemes exceeding Rs **20 Crores**. The Integrity Pact is a binding agreement between the agency and bidders for specific contracts in which the agency promises that it will not accept bribes during the procurement process and bidders promise that they will not offer bribes. Under the IP, the

bidders for specific services or contracts agree with the procurement agency or office to carry out the procurement in a specified manner. The essential elements of the IP are as follows: -

(a) A pact (contract) between the Government of India (Ministry of Defence) (the authority or the "principal") and those companies submitting a tender for this specific activity (the "bidders");

(b) An undertaking by the principal that its officials will not demand or accept any bribes, gifts, etc., with appropriate disciplinary or criminal sanctions in case of violation

(c) A statement by each bidder that it has not paid and will not pay, any bribes;

(d) An undertaking by each bidder that he shall not pay any amount as gift, reward, fees, commission or consideration to such person, party, firm or institution (including Agents and other as well as family members, etc., of officials), directly or indirectly, in connection with the contract in question. All payments made to the Agent 12 months prior to tender submission would be disclosed at the time of tender submission and thereafter an annual report of payments would be submitted during the procurement process or upon demand of the MoD.

(e) The explicit acceptance by each bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the winning bidder until the contract has been fully executed;

(f) Undertakings on behalf of a bidding company will be made "in the name and on behalf of the company's chief executive officer";

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

(i) Denial or loss of contract;

(ii) Forfeiture of the Guarantee for Performance-cum-Warranty Bond (after signing of contract)

(iii) Payment to the Buyer of any such amount paid as gift, reward, fees or consideration along with interest at the rate of 2% per annum above LIBOR rate.

(iv) Refund of all sums already paid by the Buyer along with interest at the rate of 2% per annum above LIBOR rate.



(v) Recovery of such amount, referred to in (iii) and (iv) above, from other contracts of the Seller with the Government of India.

(vi) At the discretion of the Buyer, the Seller shall be liable for action as per extant policy on Putting on Hold, Suspension and Debarment of Entities.

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

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

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

AGENTS



8. The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores referred to in this contract. The Seller confirms that he has not engaged any person, party, firm or institution as an Agent including his Agents already intimated to MoD; to, influence, manipulate or in any way to recommend to any functionaries of the Government of India, whether officially or unofficially, to the award of the contract to the Seller, or to indulge in corrupt and unethical practices. The Seller has neither paid, promised nor has the intention to pay to any person, party, firm or institution in respect of any such intervention or manipulation. The Seller agrees that if it is established at any time to the satisfaction of the buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that Seller has engaged any such person, party, firm or institution and paid, promised or has intention to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable for any or all of the following actions:-

(a) To pay to the Buyer any such amount paid as gift, reward, fees or consideration along with interest at the rate of 2% per annum above LIBOR rate.

(b) The Buyer will also have a right to put on hold or cancel the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate

(c) The Buyer will also have the right to recover any such amount referred in (a) and (b) above from other contracts of the Seller with the Government of India.

(d) At the discretion of the Buyer, the Seller shall be liable for action as per extant policy on Putting on Hold, Suspension and Debarment of Entities

9. In case it is found to the satisfaction of the BUYER that the SELLER has engaged an Agent, or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents and clauses relating to Penalty for Use of Undue Influence, the SELLER, on demand of the BUYER shall provide necessary information/inspection of the relevant financial documents/ information, including a copy of the contract(s) and details of payment terms between the vendors and Agents engaged by him.



Annexure I to Appendix H
(Refers to Para 7.1 (j) of Appendix H)

PRE-CONTRACT INTEGRITY PACT

General

1. Whereas the PRESIDENT OF INDIA, represented by DDG(P&P), Coast Guard, Ministry of Defence, Government of India hereinafter referred to as the Buyer and the first party, proposes to procure 26 Nos. Dispersant spray system for OPVs, 32 Nos. Dispersant spray system for FPVs and 43 Nos. Dispersant spray system for IBs, hereinafter referred to as Defence Stores and M/s _____ represented by, _____ Chief Executive Officer (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignees), hereinafter referred to as the Bidder/Seller and the second party, is willing to offer/has offered the Defence stores.

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

Objectives

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

3.1 Enabling the Buyer to obtain the desired defence stores at a competitive price in conformity with the defined specifications of the Services by avoiding the high cost and the distortionary impact of corruption on public procurement

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

Commitments of the Buyer

4. The Buyer commits itself to the following:-

4.1 The Buyer undertakes that, no official of the Buyer, connected directly or indirectly with the contract will demand, take a promise for or accept,

directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

4.2 The Buyer will, during the pre-contract stage, treat all Bidders alike and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.

4.3 All the officials of the Buyer will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

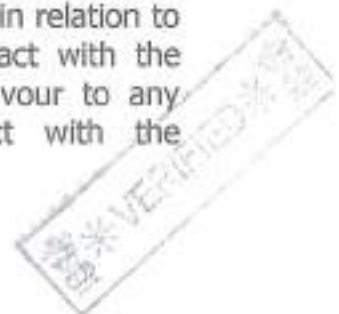
5. In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Buyer with full and verifiable facts and the same is prima facie found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Buyer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.

Commitments of Bidders

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

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

6.2 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.



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

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

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

6.6 The bidder would not enter into conditional contract with any Agents, brokers or any other intermediaries wherein payment is made or penalty is levied, directly or indirectly, on success or failure of the award of the contract. The bidder while presenting the bid, shall disclose any payments he has made during the 12 months prior to tender submission or is committed to or intends to make to officials of the buyer or their family members, Agents, brokers or any other intermediaries in connection with the contract and the details of such services agreed upon for such payments. Within the validity of PCIP, bidder shall disclose to MoD any payments made or has the intention to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution as an annual report during the procurement process.

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

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

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

7. Previous Transgression

7.1 The Bidder declares that no previous transgression occurred in the

last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India.

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

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

8.2 The provisions regarding Sanctions for Violation in Integrity Pact include forfeiture of Performance-cum-Warranty Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.

9. **Company Code of Conduct**

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

10. **Sanctions for Violation**

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

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

(ii) Performance-cum-warranty bond post signing of contract shall stand forfeited either fully, partially as decided by the Buyer and the Buyer shall not be required assigned any reason therefore.

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



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

(v) To encash the advance bank guarantee and Performance-cum-Warranty Bond if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.

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

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

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

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

(x) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Buyer and if he does so, the Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Buyer resulting from such rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

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

be opened.

10.2 The decision of the Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the Bidder can approach the Independent Monitor(s) appointed for the purposes of this Pact.

11. **Fail Clause**

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

11.2 The Bidder shall strive to accord the most favored customer treatment to the Buyer in respect of all matters pertaining to the present case.

12. **Independent Monitors**

12.1 The Buyer has appointed Independent Monitors for this Pact in consultation with the Central Vigilance Commission. The names and addresses of nominated Independent Monitors (at the time of issue of RFP) are as follows (however the vendor must refer to the MoD website at www.mod.nic.in to check for changes to these details):-

Shri Chet Ram, IRS(1985) (Retd)
Flat No. A-272, 27th Floor, Florence Building Courtyard,
Pokhran Road – 2, Vasant Vihar,
Thane – 400610, Maharashtra
Mob: 9869479987, E-mail – cr_koli@yahoo.com

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

Shri Moinak Mukherjee
Deputy Secretary (MIS & Vigilance)
Room No. 316-A, B Wing,
Sena Bhawan
New Delhi 110011
Tel No. - 011 – 23017648
E-mail – dsmis-mod@gov.in



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

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

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

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

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

13. **Examination of Books of Accounts**

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

14. **Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Buyer i.e. New Delhi.

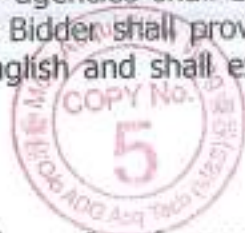
15. **Other Legal Actions**

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

16. **Validity**

16.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the Buyer and the Bidder/ Seller, whichever is later.

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



17. The Parties hereby sign this Integrity Pact at on

BUYER

MINISTRY OF DEFENCE,
GOVERNMENT OF INDIA

Witness

- 1. _____
- 2. _____



BIDDER

CHIEF EXECUTIVE OFFICER

Witness

- 1. _____
- 2. _____



Appendix J
(Refers to Para 6 of Part I)

CRITERIA FOR VENDOR SELECTION / PRE-QUALIFICATION

1. The following parameters are the mandatory criteria for pre-qualification of bidders.

Sl No	Parameter	<u>Criteria for Prequalification</u>
1	Financial	
(a)	Net Worth	Net worth should be Positive. A certificate regarding the same duly verified by a certified chartered accountant / equivalent authority may be submitted by the bidder with technical bid. For recognized startups/ registered MSMEs, refer Para 5 of Annexure IV to Appendix A to Chapter II of DAP 2020.
(b)	Insolvency	The entity should not be under insolvency resolution as per IBC at any stage of procurement process from the issuing of RFP to the signing of contract. A certificate regarding the same to be submitted by the bidder with technical bid.
2	Technical	
(a)	Nature of Business	Manufacturing entity or System Integrator of Defence equipment and not a trading company, except in cases where OEM participates only through its authorised Vendors.
(b)	Experience in related field	Min 02 Yrs. experience in PR equipment manufacturing/ Supply/ engineering/ electronics etc. as applicable in the instant case. If not, then cumulative experience of at least 03 years in above areas, resulting in gaining of competence for manufacturing the proposed product. Bidder should provide reference list of its past experience wherein the offered equipment/item with matching specifications and SQRs as brought out in this RFP have been supplied, installed and commissioned to any Oil Handling agency/organisation. Documentary proof for such supply, installation and commissioning of the equipment is to be submitted along with the Technical Bid.
(c)	Quality control	Compliance with ISO/ ASTM standards as mentioned in the RFP.
3	Others	
(a)	Industrial License	Possess or be in the process of acquiring a license, if the product under project requires license as per DIPP licensing policy.
(b)	Registration	Registered for Min 02 Years, 01 years for MSMEs. Min no of years not applicable for JVs constituted specifically for a project.

Appendix K
(Refers to Para 53 of Part IV)

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

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

Ser No.	Reference	Document Description
1.	Para 5 of RFP	Declaration by Bidder : Debarment of vendors
2.	Para 7 of RFP	Indigenization Plan
3.	Para 13 of RFP	Reliability model
4.	Para 15 of RFP	Obsolescence Management Plan
5.	Para 18 of RFP	Declaration by Bidder: Government Regulation
6.	Para 20 of RFP	Declaration by Bidder : Patent Rights
7.	Para 22 of RFP	Declaration by Bidder : Fall Clause
8.	Para 29 of RFP	Technical document covering performance parameters.
9.	Para 34 of RFP	Product Support Certificate
10.	Para 35 of RFP	Reliability & Prediction Model
11.	Para 41 of RFP	Draft Acceptance Test Procedure
12.	Para 56(a) of RFP	Documentary proof of past supply, installation and commissioning of the equipment
13.	Appendix B	Compliance Table
14.	Appendix C	Warranty Clause
15.	Para 5(b) of Appendix D	Sufficiency Clause Undertaking
16.	Annexure I to Appendix D	List of SMT/STEs, Jigs, Fixture and Infrastructure
17.	Annexure II to Appendix D	Technical Literature



18.	Annexure III to Appendix D	Training Aggregates
19.	Appendix G	Price Bid
20.	Annexure I to Appendix H	Pre-Contract Integrity Pact
21.	Sl. 1(a) / Appendix J	Certificate of positive net worth duly verified by CA/equivalent authority



Appendix L**GLOSSARY**

AMC	Annual Maintenance Contract
AoN	Acceptance of Necessity
ATP	Acceptance Test Procedure
CAMC	Comprehensive Annual Maintenance Contract
CKD	Completely Knocked Down
CNC	Contract Negotiation Committee
DAC	Defence Acquisition Council
DGQA	Director General of Quality Assurance
DPB	Defence Procurement Board
DAP	Defence Acquisition Procedure
DRDO	Defence Research and Development Organisation
EMC	Electro Magnetic Compatibility
EMI	Electro Magnetic Interference
EPP	Enhanced Performance Parameters
PSP	Product Support Package
FET	Field Evaluation Trials
GoI	Government of India
IC	Indigenous Content
ICG	Indian Coast Guard
IDDM	Indigenously Designed & Developed Manufactured
IM	Indigenously Manufactured
IP	Integrity Pact
LRU	Line Replaceable Unit
MET	Maintainability Evaluation Trial
MoD	Ministry of Defence
NCNC	No Cost No Commitment
OEM	Original Equipment Manufacturer
OTE	Open Tender Enquiry



PA	Production Agency
PCIP	Pre Contract Integrity Pact
PPR	Preliminary Project Report
QA	Quality Assurance
RFP	Request for Proposal
SPB	Services Procurement Board
SHQ	Service Headquarters
SKD	Semi Knocked Down
SRU	Shop Replaceable Unit
TEC	Technical Evaluation Committee

