

**Ministry of Home Affairs**



सत्यमेव जयते

**LIMITED TENDER ENQUIRY  
FOR THE PROCUREMENT  
OF**

**09 NOS  
FLOATING OUTPOST**

**FOR**

**BORDER SECURITY FORCE**

**Ministry of Home Affairs**  
**Jaisalmer House, 26, Mansingh Road,**  
**New Delhi – 110 011;**  
**Telefax: 011 – 23383827**

**LIMITED TENDER ENQUIRY**

Tender No.D/21013/30/3386/29.11.2016/Proc Wing      Dated: 5<sup>th</sup> April 2017.

To,

<p><b>1.</b> M/s Cochin Shipyard Limited, Cochin, Pin:682015 Kerala, India, Fax: +91-484-2370897, Email: <a href="mailto:pro@cochinshipyard.com">pro@cochinshipyard.com</a></p>	<p><b>2.</b> M/s Garden Reach Shipbuilders and Engineers (GRSE), 43/46, Garden Reach Road, Kolkata – 700024, <b>TEL:</b> 91-33- 24698100-8113 <b>FAX:</b> 91-33-24698150</p>
<p><b>3.</b> M/s Goa Shipyard Limited, Goa. <b>403802, TEL:</b> 91-832-2512152/ 2513954 / 2512359 <b>FAX:</b> 91-832-2513870 / 2513943 / 2513260 / 2512148 <b>EMAIL:</b> <a href="mailto:contactus@goashipyard.com">contactus@goashipyard.com</a></p>	<p><b>4.</b> M/s Hindustan Shipyard Limited Gandhigram (PO), Visakhapatnam - 530 005, Andhra Pradesh, <b>Tele-fax:</b> 0891 - 2577502 / 356 <b>e-Mail:</b> <a href="mailto:cmdoffice@hslvizag.in">cmdoffice@hslvizag.in</a></p>
<p><b>5.</b> M/s Shalimar Works Limited, 4, Garden Reach Road, Kolkata, West Bengal, PIN : 700 023 Phone : +91 33 2459 2985, : +91 33 2459 2559, : +91 33 2459 0265, Fax +91 33 24592183 Email : <a href="mailto:mdshalimarworks@gmail.com">mdshalimarworks@gmail.com</a></p>	<p><b>6.</b> M/s Mazgaon Dock Shipbuilders Mumbai, Dockyard Road, Near Dockyard Railway Station, Wadi Bandar, Mazgaon, Mumbai, Maharashtra 400010 Phone: 022 2376 2000</p>
<p><b>7.</b> M/s Hooghly Dock &amp; Port Engineers Limited. Martin Burn House, 2nd Floor, 1, R. N. Mukherjee Road, Kolkata - 700 001, West Bengal, Phone +91-33-22430418 Fax: +91-33-22430418 <a href="mailto:hooghlydock@gmail.com">hooghlydock@gmail.com</a></p>	<p><b>8.</b> Any other Public Sector Undertakings, capable of manufacturing store mentioned in this LTE and eligible as per terms and conditions of this LTE.</p>

Dear Sir,

Joint Secretary (Police Modernization), Ministry of Home Affairs, Jaisalmer House, 26, Mansingh Road, New Delhi – 110 011, on behalf of the President of India, invites Limited Tender Enquiry **ON LINE on [www.eprocure.gov.in](http://www.eprocure.gov.in), in two cover procedure**, from Government Public Sector Undertakings (PSUs), valid up to 16.04.2018 for procurement of 09 Nos Floating Border Out posts for BSF.

**2.** Details of the goods & services required, specifications, technical requirements, eligibility & qualifications to bid, instructions on how to bid and other

details are available in the Tender Document which can be downloaded from [www.eprocure.gov.in](http://www.eprocure.gov.in) or [www.mha.gov.in](http://www.mha.gov.in).

**3.** Earnest Money Deposit (EMD) is **Rs.08 crore** (Indian Rupees Eight Crore only) for shall be submitted along with the Techno-commercial Bid in the form of Bank Guarantee only as per **form 2 (Section 6)** of this LTE.

**4.** If you are in a position to quote for supply in accordance with the requirements stated in the attached schedules to the tender, then all documents attached herewith duly filled in and signed be returned to this office. You must also furnish your tender with all the information called for as intimated in the above mentioned forms of DGS&D.

a.	Tender Document will be available on <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> and <a href="http://www.mha.gov.in">www.mha.gov.in</a>	From 05.04.2017
Note: Firms are advised to <b>(i)</b> up load their doubts and queries on <b>E-mail: <a href="mailto:dir-procur-mha@nic.in">dir-procur-mha@nic.in</a></b> ; by the target date mentioned below and <b>(ii)</b> come prepared with required inputs before attending pre bid conference by the target date 18.04.2017 at 1000 hours as mentioned under clause: c below.		
b.	Doubts and queries regarding tender document should be uploaded by tenderers	13.04.2017
c.	Pre-bid Conference will be held on	18.04.2017 at 1000 hours
Note: Pre bid conference will be held on 18.04.2017 at 1000 hours under Chairmanship of JS(PM) at Conference hall, Jaisalmer House, 26, Man Singh Road, New Delhi 110011 Phone: 011 23381069.		
d.	Bid submission start date	18.05.2017 at 0930 hours
e.	EMD should be submitted so as to reach the address mentioned below by	11.07.2017 by 1730 hours
Note: Tenderer may up load scanned copy of (i) EMD in the mode of payment as mentioned in the tender enquiry along with techno-commercial bid. The original EMD should reach in the office of the DDG(Proc), Jaisalmer House, 26, Man Singh Road, New Delhi 110011 Phone: 011 23386467, 23381069 on or before date and time mentioned above either by registered post or by hand, failing which their offer will be liable to be rejected. All late/delayed original EMD document, if received in this office beyond target date and time mentioned above, will be returned unopened after opening of the tender.		
f.	Tenders, in two parts, should be submitted online by	12.07.2017 by 1500 hours
g.	Part -A (Techno-commercial) of the Tenders will be opened on	13.07.2017 by 1600 hours
h.	Tenders should be valid for acceptance up to	16.04.2018
i.	EMD in the form of BG as per Form 2 should be valid up to	14.06.2018

j	Performance Security Deposit	Will be 10% of the contract value, will be submitted by successful bidder and will be valid beyond 45 days till all contractual obligations including guarantee/ warranty (G/W) period of last vessel supplied.
k.	EMD of successful bidder will be returned	After the contract is signed and the successful bidder furnishes performance security.
* If any of the dates at a, b, c, d, e, f and g are declared holidays or closed days for the Purchaser, the date will be automatically extended to the next working day.		

**6.** Those interested should download the Tender Document, read it carefully and accept all the conditions laid down in it and comply with all the instructions in it and submit tenders online as indicated in the tender document. EMD and Tender fee should be submitted so as to reach the following address by the deadlines specified above:

**Dy Director General (Procurement)**  
**Procurement Wing, PM Division,**  
**Ministry of Home Affairs,**  
**Jaisalmer House, 26, Mansingh Road,**  
**New Delhi – 110 011**  
**E-mail: [dir-procur-mha@nic.in](mailto:dir-procur-mha@nic.in);**

**7.** The Purchaser in his/her sole discretion and without incurring any obligation or liability, reserves the right to split the contract and/or withdraw, modify, cancel the tender without assigning any reasons whatsoever.

**8.** The bidding process shall be governed by, and construed in accordance with, the law of India and the Courts at Delhi shall have jurisdiction over all disputes arising under, pursuant to and / or in connection with the bidding process.

Encl: Page 01 to 193.

**Sd/-05.04.2017**

**Dy Director General (Procurement)**

For and on behalf of The President of India

**Copy to: -**

1	<b>JS BM</b>	He is requested to check the particulars of the LTE and point out
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		discrepancies, if any, and revert back in the pre bid meeting with suggestions, if any.
2	The Section Officer (IT), IT Cell Website room no. 10, MHA, North Block, New Delhi-110001.	May please see the complete tender documents on your official e-mail with the requested to upload the same on the official website of the Ministry of Home Affairs.

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**SECTION -1**  
**INSTRUCTIONS TO BIDDERS**

**1.1.** The President of India (the purchaser) acting through Joint Secretary (Police Modernization), Ministry of Home Affairs, Jaisalmer House, 26, Mansingh Road, New Delhi – 110 011 invites sealed LTEs from Government PSUs, valid up to 16.04.2018 to be sent simultaneously in the prescribed forms for Design, Construction and Supply of 09 Nos Floating Border Out Posts. The Bidder must bid for supply of all the vessels.

**1.2. Eligibility:**

- a) The tenderer should be a Public Sector Undertaking (PSU) having their own Building Yard with manufacturing facilities and seawater front suitable to build the Vessels/boats.
- b) The applicant should be presently an active Builder engaged in construction of similar boats / Vessels.
- c) The tenderer should provide a "Works Approval Certificate" from Indian Register of Shipping (IRS) confirming that they have in house facilities to manufacture the tendered store along with their techno-commercial bid.
- d) Those PSU who are presently not involved in building FRP/GRP boats, and would like to participate in this LTE provide a letter from IRS confirming that they(IRS) have received a request towards works approval for the manufacture of FRP/GRP boats and this letter should also certify that the audit process has been initiated towards works approval of shipyards for manufacturing FRP/GRP boats. These PSUs will have to submit the "Works Approval Certificate" whenever it is issued by IRS.
- e) The tenderer must have had average annual turnover of at least ₹120 Cr. during the last three years i.e. from 1st April 2013 to 31st March 2016.

**1.3.** (a) The tenderer is required to establish service set up to offer satisfactory

service during Guarantee / warranty period. The tenderer shall provide usage based preventive maintenance and break down maintenance during the Guarantee /warranty period.

(b) The service required should be provided within the stipulated time provided in the contract. It can be either local or on call service, provided they agree the terms and conditions of (Article IX of LTE- Guarantee and Warrantee and CAMC conditions).

**1.4.** The requirement of vessels state-wise is as follows:

<b>SN</b>	<b>STATE</b>	<b>NUMBER OF VESSELS</b>
01	Bhuj, Gujarat	03
02	Sunder Van, West Bengal	06
	Total	09

**1.4.1** The delivery schedule of the VESSELS will be as per Article VII of Section 2 of this LTE.

**1.5.** Online LTE in two bid system will be uploaded by bidders within the target date stipulated in the LTE.

**1.6.** The tender shall remain open/ valid for acceptance for a period up to 16.04.2018. If any Tenderer withdraws his Tender before the said period or makes any modification in the terms and conditions of the Tender after closing date of bid, the Joint Secretary (Police Modernisation) shall, without prejudice to any other right or remedy, forfeit the Earnest Money.

**1.7.** Definition of terms, Instructions to prepare tender document, Vessel building contract, Technical specifications, Tender forms are attached hereto from **Section 1 to 6 of this LTE.**

**1.8.** Special care should be taken to write the rates and amounts in figures as well as in words, in such a way that interpolation is not possible. The total amount should be written both in figures and in words.

**1.9.** All rates shall be quoted on the proper form of the tender alone.

**1.10. Product support of 20 years is required.** Tenderer shall specify the product support offered by them against this tender in the technical bid. In case any of the spare part or item of the vessel goes out of manufacture by OEM and for whatsoever reasons is not available, then it will be the responsibility of the contractor/service providers under CAMC to ensure availability of such spare part during the product support period or CAMC whichever is later.

- 1.11.** The acceptance of a tender will rest with the **Joint Secretary (Police Modernization)**, MHA who reserves the right to withdraw the offer and / or cancel the tender without assigning any reasons whatsoever.
- 1.12.** Part quantity of vessels to be offered for building will not be accepted.
- 1.13.** On acceptance of the tender, the name of the accredited representative(s) of the Tenderer, who would be responsible for taking instructions from the Joint Secretary (Police Modernization), shall be communicated to the Joint Secretary (Police Modernization) within 30 days of the acceptance of tender.
- 1.14.** All the dealing will be directly done with the representative duly authorized by the builder for the purpose of facilitating transmission of message, instruction / document/ building contract and other liaison work in connection with the tender. The builder will give written undertaking to authorize such representative to act on behalf of tenderer/ builder. The name and address of the representative is to be specified by the Tenderer and submit along with the Bid.
- 1.15.** The tenderer should have their own Building Yard with manufacturing facilities and seawater front suitable to build the Vessels. The applicant should be presently an active Builder engaged in construction of similar Vessels.
- 1.16.** The tenderer should have a proven track record of having built similar type of vessels.

**1.17. DEFINITIONS**

- i. Builder:** "Builder" shall mean the Tenderer who construct Vessels by putting parts of vessels together.
- ii. Building Yard:** "Building Yard" shall mean the site where the builder construct Vessels by putting parts of vessels together
- iii. Buyer:** "Buyer" shall mean the President of India acting through Joint Secretary (Police Modernization), Ministry of Home Affairs, Jaisalmer House, New Delhi 110011 and also includes her successors in office and assignees.
- iv. Classification Society:** "Classification Society" shall mean Indian Register of Shipping.
- v. Codes:** "Codes" shall mean applicable codes of the country of origin of equipment and India.
- vi. Completion:** "Completion of work" i.e. Design, Construction and Supply of Vessels in good condition at Ex-Builder's Yard.

- vii. Contract:** "Contract," means the invitation to Tender, instructions to Tenderer, Tender, agreement / acceptance of Tender particular and the general and special conditions specified in the acceptance of Tender.
- viii. Delivery:** "Delivery" shall mean vessels or stores to be supplied in finished and completely ready-for-use condition. The delivery shall be deemed to take place on delivery of the Vessels or stores in accordance with the terms of the Contract after taking over the Vessels and issuance of taking over certificate to the supplier of the same at **Consignee location**.
- ix. Representative:** Any person or organization may be appointed by the BUYER to act on behalf of the BUYER.
- x. Inspecting Authority:** "Inspecting Authority" shall mean the authorized representative of MHA i.e. Indian Register of Shipping or any agency nominated by this Department to act as Inspecting Authority for the purpose of this Contract and for the purpose of ascertaining the progress of the deliveries under the Contract.
- xi. Material:** "Material" means anything used in the manufacture or fabrication of the vessels or its equipment
- xii. Purchaser:** "Purchaser" shall mean the President of India acting through Joint Secretary (Police Modernization), Ministry of Home Affairs, Jaisalmer House, New Delhi- 110011.
- xiii. Stores:** "Stores" means the vessels, its equipment, necessary tools required for repair & maintenance, onboard spares, goods and special tools, which the Tenderer has agreed to supply under the Contract.
- xiv. Tenderer:** "Tenderer" shall mean any individual or firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representatives of such individual or the persons composing such firm or company or the successor of such firm or company and the permitted assigns of such individual or firm or company.
- xv. Tests and Trials:** "Tests and Trials" shall mean such tests and trials as are prescribed in specifications to be made by the purchaser or his nominee, during construction of Vessels, before the Vessels are supplied by the Tenderer.
- xvi. User Department:** Border Security Force.
- xvii. Vessel:** The expression "Vessel" shall mean Floating Border Out posts.

**xviii. Work:** The expression "works" shall, unless something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the Contract Contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

**xix. Writing:** "Writing" shall include any manuscript, type-written or printed statement under/over signature or seal of either of the parties as the case may be.

**1.18. Contract Price:** In consideration of the successful Tenderer's execution of the works and the fulfillment of all the obligations under the Contract, the Buyer shall, subject to the provisions of the Contract, pay the successful Tenderer the Contract Price. The Contract price is payable in stipulated stages of completion of construction as stipulated in Article II below Section-2 of this LTE.

### **1.19. HOW TO BID?**

#### PRE-BID CONFERENCE AND CLARIFICATIONS

- a) A Pre-Bid conference will be held on 18.04.2017 at 1000 hours under the Chairmanship of JS (PM) to give clarifications regarding the tender document. Prospective PSUs may attend the Pre-bid conference.
- b) PSUs should examine the tender document carefully and if they need any clarifications submit them through **E-mail: [dir-procur-mha@nic.in](mailto:dir-procur-mha@nic.in)** (7 days before the date of pre-bid conference). No queries and requests for clarifications will be entertained after the Pre-Bid Conference.
- c) All clarifications provided in connection with above shall be put on the departmental website [www.eprocure.gov.in](http://www.eprocure.gov.in) or [www.mha.gov.in](http://www.mha.gov.in).
- d) The tenders should be submitted online on [www.eprocure.gov.in](http://www.eprocure.gov.in) in a two cover procedure. The first cover is a technical bid and the second cover will be the financial bid. The tender should be digitally signed. The CMD of the PSU may authorize in writing the tender digital signing authority. A scanned copy of the relevant resolution should be attached with the technical bid.
- e) The tenderer **shall have to submit the bid for total quantity**. Preparation and submission of tenders.
- f) Tender documents may be downloaded from Central Public Procurement Portal (CPPP) website: <https://www.eprocure.gov.in>.
- g) Tenders should be submitted online only at CPPP website: <https://www.eprocure.gov.in/eprocure/app>. **Hard copies will not be accepted.**

- h) Tenderers should follow the instructions provided in the "Instructions to the Tenderers/Contractors for the e-submission of the bids online through the Central Public Procurement Portal for procurement at <https://eprocure.gov.in/eprocure/app>".
- i) The server time (which is displayed on the Tenderers. dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the Tenderers, opening of bids etc. The Tenderers should follow this time during bid submission.
- j) The Technical Bid should be as per Tender Form (**see Form 1 of Section-6**) along with all relevant enclosures including the following:
- i. Scanned copies of the Bank Guarantees submitted as Earnest money deposit (EMD).
  - ii. Documentary evidence to show the eligibility, qualification and capability of the tenderer to provide the vessels required as per this Tender Document including his establishment/organization for vessel building, maintenance and product support.
  - iii. Documents and relevant details to establish that the goods and the allied services offered conform to the requirement of the tender documents.
  - iv. Copies of fax messages and letters, if any, sent to and received from the Purchaser during the Tender period;

**Note:** Part-A (Techno-commercial bid) of the tender shall not indicate the bid price directly or indirectly. If it is so indicated, the entire bid will be invalid.

- 1.20.** The financial bid should be prepared as per the Price Schedule given in **Section-4** and uploaded as per BOQ format of price bid available in the tender documents.
- 1.21.** It should have no inter-lineation, erasures or alterations and rates and amounts should be written in figures as well as in words, in such a way that interpolation is not possible. The total amount should be written both in figures and in words.
- 1.22.** All documents submitted by the Tenderers would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 1.23.** The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 1.24.** Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 1.25.** The bid summary has to be printed and kept as an acknowledgement of the submission of the bid.
- 1.26.** Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for the tender or the relevant contact person indicated in the tender.
- 1.27. LANGUAGE OF TENDER:** The tender and all subsequent correspondence shall be in English. If any literature submitted by the tenderer is in any other language, an English translation duly authenticated thereof should also be submitted and the English translation shall prevail for interpretation of the tender.
- 1.28. TENDERING EXPENSES:** The tenderer shall bear all expenses incurred in or in relation to preparation, mailing and submission of its tender and its subsequent processing including site visits regardless of the conduct or outcome of the tendering process.
- 1.29. AMENDMENTS TO THE TENDER DOCUMENT:** The Purchaser may, at any time prior to the deadline for submission of tenders, for any reason, whether at his own initiative or in response to a clarification sought by prospective tenderer, issue addenda or corrigenda modifying this Tender Document. Such addenda or corrigenda shall be uploaded on [www.mha.gov.in](http://www.mha.gov.in) and/or [www.eprocure.gov.in](http://www.eprocure.gov.in) and the tenderer should check for addenda and corrigenda before submitting his tender. Any other communication issued to the tenderers shall not be construed to amend the Tender Documents. In order to give the prospective tenderers reasonable time to prepare their tenders as per the amendment(s), the Purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.
- 1.30. EARNEST MONEY DEPOSIT (EMD):** The tenderer should submit at least two days prior to the last date of submission of tenders an EMD of **Rs. 08 crores (Rs Eight Crores only)** in the form of a Bank Guarantee from a RBI scheduled bank operating in India and as per the format in **form 2 of section 6** and valid up to **60 days beyond the bid validity date**.
- 1.31.** If the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of his tender his EMD will be appropriated. The successful tenderer's earnest money will be appropriated if he does not sign the contract and furnish the performance security within the specified period.

- 1.32.** If the EMD is not appropriated as above, successful tenderer's earnest money will be returned without any interest, after the performance security is received from that tenderer. Unsuccessful tenderer's EMD will be returned, without any interest, not later than 90 days after the expiry of the tender validity period.
- 1.33. TENDER VALIDITY:** The tenders should remain valid up to 16.04.2018. If the day up to which the tenders are valid falls on/ is subsequently declared a holiday or closed day for the Purchaser, the tender validity shall be automatically extended up to the next working day.
- 1.34.** In exceptional cases, the Purchaser may request the tenderer to extend the validity of their tenders' up to a specified period. The tenderers, who agree to extend the tender validity, should do so without any change or modification of their original tender and they should extend the validity period of the EMD.
- 1.35. ALTERATION AND WITHDRAWAL OF TENDER:** After submitting his tender, the tenderer may alter / modify its tender online within the deadline for submission of tenders. Alterations/modifications to tenders are not possible after the prescribed deadline.
- 1.36.** No tender can be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the tenderer in its tender.

#### **HOW WILL THE TENDERS BE EVALUATED?**

- 1.37. OPENING OF E-TENDERS:** The Purchaser will open the Techno-commercial bids at 1600 hours on 13.07.2017. If this date falls on / is subsequently declared a holiday or closed day for the Purchaser, the tenders will be opened at the appointed time and place on the next working day.
- 1.38.** In the e-tendering process, the bidder need not be physically present in the office of the Purchaser when the bids are opened. At the appointed time, the bid openers would open the bids online and the details of technical bids offered by the bidders would be known to all bidders on the CPP Portal.
- 1.39.** The **first** cover, i.e. **Techno-commercial bids (Part-A)** will be opened first. These bids will be scrutinized and evaluated with reference to parameters prescribed in the tender document. If the details/data given in the technical bids are found in conformity with the technical specifications prescribed in Tender Document.
- 1.40.** The **second cover**, i.e. **Price bids (Part-B)** of only techno-commercially acceptable offers shall be opened and evaluated. All Tenderers whose techno-commercially proposals have been found acceptable will be informed about the time and date the opening of the price bids.

**1.41. BASIC PRINCIPLE:** Tenders will be evaluated on the basis of the terms & conditions already incorporated in the tender document, and amendments, if any, based on which tenders have been received and the terms, conditions, etc. mentioned by the tenderers in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

**1.42.** The Purchaser reserves the right to have the financial and other data / credentials claimed by the tenderer verified independently, if necessary by a third party. If the data/ credentials furnished are found to be incorrect, the Purchaser will reject the particular tender summarily. The Purchaser also reserves the right to reject any tender submitted by a firm/party if it comes to know, suo moto, of any adverse reports on the financial condition of the tenderer.

**1.43. PRELIMINARY SCRUTINY OF TENDERS:** The tenders will first be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. prescribed in the tender document. The tenders, which do not meet the basic requirements, shall be treated as unresponsive and ignored.

**1.44. MINOR INFORMALITY / IRREGULARITY / NON-CONFORMITY:** If during the preliminary examination, the Purchaser finds any minor informality and/or irregularity and/or non-conformity in a tender, the Purchaser may waive the same provided it does not constitute any material deviation and has no financial impact and, also, does not prejudice or affect the ranking order of the tenderers. Wherever necessary, the Purchaser will convey its observation on such 'minor' issues to the tenderer either online or by registered/speed post etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored. The decision of the Purchaser on whether or not the informality, irregularity and non-conformity are minor shall be final.

#### **1.45. SCRUTINY AND EVALUATION OF TENDERS**

##### **TECHNICAL BIDS.**

**1.46.** The techno-commercial bids will be evaluated by the Tender Evaluation Committee (TEC) to assess the following:

- 1 Is the bidder eligible and qualified to submit the tenders?
- 2 Does the tender conform to all the Instructions to tenderers?
- 3 Has the bidder quoted for v total quantity?
- 4 Are the vessels offered as per the Schedule of Requirements and Specifications?
- 5 Is the bidder capable of providing the goods and services?
- 6 Has the tenderer agreed to provide the required Earnest Money Deposit and security deposit?

**1.47. PRICE BIDS:** In the second stage, Price bids of bidders whose technical proposals are acceptable will be opened, scrutinised and evaluated. Price bids which are not as per the Price Schedule in the Tender Document shall be ignored. Other price bids will be evaluated as follows:

- a) PSUs may quote their price in INR only.
- b) PUSs to quote for entire quantity otherwise their bid will be rejected.
- c) The responsive tenders will be evaluated and a ranking statement will be prepared after compiling prices on equitable basis taking into account basic price of the vessels and other duties and taxes etc plus cost of CAMC and service tax on CAMC(if applicable). All duties and taxes forming part of the Proforma in **Section-4** shall be taken into account for purpose of evaluation of L-1 bidder.

**1.48.** If, in the price structure quoted by a tenderer, there is a discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the Purchaser feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.

**1.49.** If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and

**1.50.** If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.

**1.51.** If, Purchaser feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly and same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation within 2 weeks failing which the judgement of the purchaser may be treated as final and binding on the tenderer.

**1.52. SELECTION OF SUCCESSFUL BIDDER:** Subject to **clause 1.55** below, the lowest evaluated responsive tenderer will be the successful bidder and he will be awarded the contract.

**1.53.** Purchaser's Right to accept any Tender and to reject any or All Tenders

**1.54.** The Purchaser reserves the right:

- a) to disqualify one or more tenderers on grounds of national security and public interest;
- b) to accept in part or in full any tender or reject any tender without assigning any reason;
- c) to cancel the tendering process and reject all tenders at any time prior to award of contract; or
- d) to split the order if the lowest tenderer is unable to supply the required quantity of goods and place orders for delivery of balance goods on L2, L3, L4 bidders etc. in that order if they agree to match the price of L1.

**1.55** The Purchaser shall not be liable to any affected tenderer or tenderers for the above decisions.

**1.56 Risk & Expense clause –**

- a.** Should the stores or any installment thereof not be delivered with the time or time specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.
- b.** Should the stores or any installment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be one in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.
- c.** In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he things fit other stores of the same or similar description to make good:-
  - i.** Such default.
  - ii.** In the event of the contract being wholly determined the balance of the stores remaining to be delivered thereunder.
- d.** Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER.

**CONTRACT FOR GOODS AND SERVICES:**

**1.57. NOTIFICATION OF AWARD:** Before expiry of the tender validity period, the Purchaser will notify the successful tenderer(s) in writing, by registered / speed post or by fax (to be confirmed by registered / speed post) that it's tender for goods & services, has been accepted.

- 1.58. ISSUE OF CONTRACT:** Immediately after notification of award, the Purchaser will mail the contract form to the successful tenderer by registered / speed post which the successful tenderer should sign within 15 days from the notification of award. Until the contract is signed, the notification of award shall constitute the conclusion of the contract.
- 1.59. PERFORMANCE SECURITY:** The successful tenderer must submit performance security within 21 (twenty one) days from the date of placement of contract and should be valid beyond 45 days till all contractual obligations including guarantee/ warranty (G/W) period of last vessel supplied.
- 1.60. COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT:** After expiry of Guarantee / Warranty of **vessels** (Total quantity of contracted store as per **clause 1.1 of section 1 of this LTE** (i.e 09 Nos Floating Border Out posts) i.e. after **36 (Thirth six) months from the date of delivery of each Vessels, all the vessels will be placed under CAMC for the period of 10 (Ten) years**. Detailed contract conditions of CAMC is provided in Section 5 of this LTE.

#### **MISCELLANEOUS**

- 1.61. CONTACTING THE PURCHASER:** From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact the Purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.
- 1.62.** The tenderer should not canvass in connection with tenders or attempt to influence the scrutiny, comparison and evaluation of tenders. These activities will attract rejection of his tender and also further administrative action.
- 1.63. NON-RECEIPT OF PERFORMANCE SECURITY BY THE PURCHASER:** If the successful tenderer fails to sign the contract or provide performance security within time, his EMD will be forfeited and further actions as deemed necessary by the Purchaser will be taken against him.
- 1.64. DUTIES AND TAXES.** The tenderer shall pay all non-Indian taxes, duties, and levies, lawfully assessed against the Purchaser or the tenderer in pursuance of the contract.
- 1.65.** All the duties and taxes paid by the Supplier in India will be reimbursed as per actual. No claim, on account of increase in cost of the raw materials due to increase of taxes or duties, will be entertained.
- 1.66.** The tenderer should indicate tentative duties and taxes in the proforma as applicable on the date of opening of technical bids. However, reimbursement towards duties and taxes shall be made as per actuals and statutory variations in taxes and duties shall be allowed during the original delivery period as agreed in terms of the Contract. The Purchaser shall get the benefit if duties and taxes get reduced and pay extra if they increase. However, the variations shall not apply to any duties or taxes on the raw material.
- 1.67.** The Purchaser will not be liable to any claim on account of fresh imposition and / or increase of statutory duties or taxes on the raw materials and / or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.
- 1.68.** If Purchaser is required by Indian Law to deduct or withhold any other taxes

or other amounts, the gross amount payable by Purchaser shall be paid after making such deductions or other withholdings. Necessary certificate regarding the deductions so made will be issued by the Purchaser.

- 1.69.** If the Purchaser finds the duties and taxes are mentioned incorrectly, the Purchaser reserves the right to change it to the values considered appropriate and the price quoted by the tenderer shall be adjusted accordingly. If the Purchaser feels that the duties were mentioned incorrectly to gain unfair advantage the tender shall be liable to be rejected.
- 1.70.** The Supplier shall intimate to the Purchaser the anticipated delivery date of the Systems, 30 (Thirty) days in advance of the anticipated date of delivery.
- 1.71. FIRM PRICE :** The prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account except the taxes and duties, if any, which will be payable on actual basis. No claim, on account of increase in cost of the raw materials/in-put materials due to increase of taxes or duties will be entertained.
- 1.72. PUBLICATION OF TENDER RESULT :** The name and address of the successful tenderer(s) receiving the contract(s) will be posted on web site of the Purchaser [www.mha.gov.in](http://www.mha.gov.in)
- 1.73. TOLERANCE CLAUSE:** Purchaser reserves the right to place order on successful tenderer for additional quantity up to 25% of the total number of original quantities from the same supplier at the same rates and terms and conditions at which the original contract has been awarded. The tenderers are bound to accept the orders for additional quantity under this clause if orders are issued at the time of placement of contract or during the currency of contract.
- 1.74. OTHER TERMS AND CONDITIONS OF THE CONTRACT:** This LTE will also be governed by the conditions of Contract, as laid down in the form no.DGS&D-68(Revised), DGS&D 72 as contained in Pamphlet entitled "Conditions of Contract governing contracts, published by the Central Purchase Organization of the Government of India as amended up to date of issue of this LTE and those contained in the Pamphlets No.DGS&D-230, 236 & 237 contained in DGS&D 229, containing the various instructions to tenderers issued by the DGS&D read with the amendments issued up to date and DGS&D Manual. The terms and conditions laid down in this tender (wherever appear) will prevail over the terms and conditions stated in form no. DGS&D-68(Revised), DGS&D 72 No. DGS&D-230, 236 & 237 and the remaining laid down terms and conditions will be applicable as stated in form no. DGS&D-68(Revised), DGS&D 72 and No. DGS&D-230, 236 & 237 contained in DGS&D 229 and DGS&D Manual other than specifically stated in this LTE. These documents are available on web site no.[www.dgsnd.gov.in](http://www.dgsnd.gov.in) of DGS&D (Central Purchase Organization).
- 1.75.** The following amendments may be carried out in the Pamphlet mentioned under para 1.78 above:-
- (i) The definition of "Government" provided in clause 1 (f) page 2 of DGS&D Conditions of Contract may be amended as under: -

"Government" means the "**Central Government**".

(ii) The definition of **Secretary** clause 1 (k)-page 3 of DGS&D-68(R): Conditions of Contract may be modified as under: -

**"Secretary"** means Secretary of Government of India, Ministry of Home Affairs, New Delhi for the time being in the administrative charge of the subject matter of contract and every other officer authorized for the time being to execute contracts relating to purchase and supply of stores on behalf of the President of India.

(iii) Under Clause 2 (c)-page 5 of DGS&D Conditions of contract, the word "Director General of Supplies & Disposals or heads of his concerned regional offices" may be replaced by Secretary of Government of India, Ministry of Home Affairs, New Delhi and every other officer authorized for the time being to execute contracts relating to purchase and supply of stores on behalf of the President of India.

(iv) Similarly, the reference to DGS&D wherever appearing may be suitably modified.

**1.76.** Following amendments may be carried out in the Pamphlet No DGS&D-229 containing various instructions to tenders:-

**Form No.DGS&D-230.**

Reference to DGS&D wherever appearing in clause No.14, 33,34,35, 39 and 40 and Appendix 'A' for Form No. DGS&D-96 may be amended to read as Secretary to Government of India, Ministry of Home Affairs, New Delhi and every other officer authorized for the time being to execute contracts relating to purchase and supply of stores on behalf of the President of India.

Note – these amendments are being carried out to substitute DGS&D with the designated purchasing authority under the Ministry of Home Affairs as any contract here in after shall be between the supplier (to be known as seller) and the respective purchasing authority under the Ministry of Home Affairs (to be known as purchaser). However, the conditions which govern contracts as prescribed in prescribed in various DGS&D forms and pamphlets shall also apply to contracts entered into between the seller and purchaser within the preview of this tender process.

**1.77. INSTRUCTIONS FOR ONLINE BID SUBMISSION:** Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e-Procurement are at <https://eprocure.gov.in/eprocure/app>. The bidders must carefully follow the instructions.

- i) Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.

- ii) Bidder should do the enrolment in the e-Procurement site using the "Click here to Enroll" option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid e-mail-id. All the correspondence shall be made directly with the contractors/bidders through e-mail-id provided.
- iii) Bidder need to login to the site through their user ID/ password chosen during enrolment/registration.
- iv) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by NIC ,SIFY/TCS/n Code/e Mudra or any Certifying Authority recognized by CCA India on e-Token / Smart Card, should be registered.
- v) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- vi) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/ Annexures for the tenders he/she is interested.
- vii) After downloading / getting the tender document/ Annexures/ Appendices, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- viii) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- ix) Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the e-Token/ Smart Card to access DSC.
- x) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder.
- xi) From my tender folder, he selects the tender to view all the details indicated.
- xii) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender Annexures and appendices carefully and upload the documents as asked; otherwise, the bid will be rejected.
- xiii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ Annexure and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with 100 dpi with black and white option. However if the file size is less than 1 MB the transaction uploading time will be very fast.
- xiv) Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- xv) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid

- documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- xvi) Bidder should submit the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the instrument should be uploaded as part of the offer.
  - xvii) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
  - xviii) The bidder has to select the payment option as offline to pay the EMD as applicable and enter details of the instruments.
  - xix) The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
  - xx) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
  - xxi) The bidder has to upload the relevant files required as indicated in the covered content. In case of any irrelevant files, the bid will be rejected.
  - xxii) If the price bid format is provided in a spread sheet file like BoQ\_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/ BOQ template must not be modified/replaced by the bidder, else the bid submitted is liable to be rejected for this tender.
  - xxiii) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
  - xxiv) After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
  - xxv) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
  - xxvi) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
  - xxvii) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys.

Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- xxviii) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- xxix) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- xxx) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders are asked to contact over phone: 1-800-233-7315 or send a mail over to – [cpp-nic@nic.in](mailto:cpp-nic@nic.in).

**SECTION -2**

**CONTRACT NO. D/21013/30/3386/29.11.2016/PROC WING**

**FOR**

**DESIGN, CONSTRUCTION AND SUPPLY**

**OF**

**FLOATING BORDER OUT POSTS**

**BETWEEN**

**MINISTRY OF HOME AFFAIRS,**

**GOVERNMENT OF INDIA**

**AND**

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

**PREAMBLE**

THIS CONTRACT, made on this ..... day of ..... 2017 by and between the President of India, acting through **Joint Secretary (Police Modernisation)**, Ministry of Home Affairs, Jaisalmer House, New Delhi- 110003, (hereinafter called the "**BUYER**", which terms unless excluded by the context, shall be deemed to include his successors in office and assignees) the party of the first part and M/s \_\_\_\_\_, a PSU, having its registered office at \_\_\_\_\_ (hereinafter called the "**BUILDER**", which terms unless excluded by the context, shall be deemed to include his successors in office and assignees), the party of the second part.

WHEREAS the BUYER is desirous of acquiring 09 Nos Floating Border Out posts , hereinafter called individually as "VESSEL" and collectively as "VESSELS" under the Coastal Security Scheme Phase –II.

AND WHEREAS the BUYER vide its letter no. D/21013/30/3386/29.11.2016/PROC WING dated \_\_/\_\_/2016 had nominated the BUILDER for construction of VESSELS(S) under the Coastal Security Scheme-II.

AND WHEREAS in pursuance to the above nomination, BUILDER submitted its detailed offer as per the required specifications of the Vessel(s) vide its letter dated -----.

AND WHEREAS the BUYER has accepted the said offer of the BUILDER vide its letter dated -----

AND WHEREAS in terms of the aforesaid acceptance of the offer, the BUILDER has agreed to design, build, launch, equip and deliver to the BUYER after completion of successful trials, all together VESSELS fully described in **ARTICLE I TO XVIII** hereof, and the BUYER agrees to accept the delivery of the aforesaid VESSELS from the BUILDER, all upon the terms and conditions hereinafter set forth.

**ARTICLE-I**

**DESCRIPTION AND CLASS**

**A) DESCRIPTION:**

1. Subject to the provisions hereof, the VESSELS shall be of Floating Border Out posts : Qty - 09 Nos .
2. 09 Nos Floating Border Out posts, mentioned at **Section 3** (Technical Specification of the VESSELS capable of providing intended service, equipped in strict compliance with specifications, signed by both parties and attached hereto.
3. The VESSELS shall be constructed in accordance with the applicable rules of the Indian Register of Shipping (IRS).
4. All labour, machinery, equipment and plant required in the execution of work, including tests and trials at \_\_\_\_\_(Place of manufacturing) shall be supplied by the BUILDER. The specifications as per **Section 3** shall be strictly followed for the execution of the said work. Should there be any discrepancy between the Contract and the specifications, the specification shall prevail in technical matters but otherwise the Contract shall prevail in regard to all other matters. However, with regard to such inconsistencies or contradictions between the Contract and specifications as may occur later due to any changes in the specifications agreed upon by and between the BUILDER and the BUYER or its duly authorized representative in writing, then such change or changes shall prevail.
5. Where arrangements for fittings are not fully described or shown in the drawings, on-the-spot decisions to the best operational advantages of the system shall be taken between the BUYER/ their nominated representative and the BUILDER.
6. **Sub-letting:-** As per provisions given in DGS&D 68(Revised) and DGS&D 72.

**B) CLASSIFICATION, RULES AND REGULATIONS:**

1. The VESSELS, including its machinery, equipment and out-fittings, shall be constructed in accordance with the Rules (the addition and amendments or replacement thereto being in force as on the date of signing of this Contract) of and under Special Survey of Indian Register of Shipping and shall also comply with the Rules, Regulations and requirements as described in the specifications of vessels described at **Section 3**. All key plans, detailed drawings, materials stipulated in classification requirements including non-class plans & equipments and workmanship entering into the

**ARTICLE-I**

constructions of the VESSELS shall be subjected to inspection and tests by the Indian Register of Shipping. The facilities, labour and materials necessary for the safe and convenient conduct of such inspection shall be furnished by the BUILDER without extra charge.

2. All fees and charges incidental to classification including inspection of non-class equipments & approval of non-class plans and in compliance with the rules, regulations and requirements of this Contract, as well as royalties, if any, payable on account of the construction of the VESSELS, shall be to the account of the BUILDER.

3. Decisions of the Indian Register of Shipping as to compliance or non-compliance with the classification rules and regulations shall be final and binding upon BUILDER.

**ARTICLE – II**

**CONTRACT PRICE & PAYMENT**

**A) CONTRACT PRICE:**

**1.** The Contract Price of the Vessels to be delivered at different locations indicated by the customer on CIF basis , to the BUYER, complete in all respect as per technical specifications shall be Rs.

.....

Sr. No.	Description	Qty	Price per FBOPs Rs. in Lakhs	Total Price Rs. in Lakhs
1	Floating Border Out posts	09		
Total				

**Note:** (No rates will be indicated in this page at tender stage and cost to be indicated in Section 4 : price bid in the second cover of online bidding format only. Rate in the below columns will be filled at the time of awarded of contract on the basis of rates quoted by firm in section 4).

**2.** The above Contract Price is firm and fixed subject to any increase or decrease due to adjustment or modification whenever separately agreed, if any, under this Contract. Cost of modifications required by the BUYER over and above the requirement of the specifications/ approved drawings, in terms of **Article–V of Section 2 of LTE**, will also be payable additionally to the Builder over and above the Contract Price.

**3.** The Contract Price includes

- a) The cost of onboard spares for one-year exploitation for machinery/ equipment as per classification requirement.
- b) The cost of trials of machinery/ equipment/ systems of the vessel(s) and guarantee repairs except for BUYERS supply items.
- c) Cost of safe custody, installation and conduct of trials of BUYER supplied items for fitment on mountings/housings provided by the Builders.

**4.** All inspection charges (class & non class equipments) payable to IRS including those at various stages and final inspection after trials & tests before delivery are included in the Contract prices. These charges will be paid to IRS by the BUILDER.

**5.** The Contract Price of the VESSELS will include the delivery charges, including taxes & duties and insurance, at various coastal destinations.

**6. TAXES & DUTIES ON INPUTS**

**6.1** The contract price, however, is inclusive of only Sales Tax / VAT/Service Tax as applicable on the date of offer of the VESSELS i.e., \_\_\_\_\_, payable on the material and equipment at the applicable rate.

**6.2** Any variations on account of change in the rate of Sales Tax / VAT/Service Tax, or otherwise, because of amendment in the laws and rules of Sales Tax / VAT/Service Tax, will be additionally payable / returnable to / by the builders on production of documentary evidence provided the delivery of effected vessels are within the original delivery period.

**6.3** Any other new taxes and/or variation of taxes and duties imposed by the Central/State/Local authorities shall be paid by actual against documentary evidence provided the delivery of effected vessels are within the original delivery period.

**6.4** The BUYER shall, however, arrange for customs duty exemption certificate as appropriate, for items required to be imported by the BUILDER and vendor. In case such exemption certificate is not accepted, or cannot be arranged by the BUYER, customs duty shall be payable by the BUYER in addition, as and when incurred, on presentation of bills by the BUILDER supported by documentary evidence.

**7 TAXES/ DUTIES ON THE COMPLETED VESSEL**

**7.1** Excise Duty / Sales Tax / VAT /Service Tax any other applicable Taxes and Duties including cess on the completed Vessel(s), as applicable at the time of delivery of the Vessel(s), shall be payable by the BUYER to the BUILDER at the time of delivery of the Vessel(s).

**ARTICLE-II**

**8** The BUILDER shall take effective steps for filing appeal, revision, and review wherever applicable and other proceedings in accordance with law to challenge any assessment of Sales Tax or Central Sales Tax or Service Tax for that matter, any taxes or duties or levies. The expenditure incurred for filing such appeals, revision, review like advocate fees, court fees, etc., and other proceedings shall be paid by the BUYER to the BUILDERS at actuals against documentary evidence.

**B) TERMS OF PAYMENT:**

1. All the payments in settlement of the Contract price shall be effected by the BUYER in installments as mentioned under **clause (C) STAGES OF PAYMENT**" below.

2. The BUILDER shall furnish Security Bond in the form given in **form 4 Section 6 of this LTE** from a reputed Scheduled Bank for the amount equal to ten percent (10%) of the Contract Price, within fifteen (15) working days after the date of signing the Contract. The security bond should be valid beyond 45 days till all contractual obligations including i.e. guarantee/ warranty (G/W) period of last vessel supplied.

3. The payment of each installment shall be made within thirty (30) days of receipt of bill along with stage completion certificate by the BUILDER duly certified by the Indian Register of Shipping and the representative of buyer.

4. Payment of final installment, adjusted for plus increase or minus decrease, if any, due to adjustments of the Contract price in accordance with the provisions of the Contract shall be released, on presentation of the bill along with protocol of Delivery and Acceptance.

**C) STAGES OF PAYMENT:**

1. The Contract price of the VESSELS shall be paid by the BUYER to the BUILDER for supply of each VESSEL at destinations per the following stages:-

2. The Contract price of the VESSELS shall be paid by the BUYER to the BUILDER for supply of each VESSEL at destinations per the following stages:-

**ARTICLE-II**

- i) 1<sup>st</sup> stage payment of 10% of the Contract price after signing of the Contract and after receipt of PSD by the BUYER in form 4 Section 6 of this LTE.
- ii) 2<sup>nd</sup> stage payment of 20% of the Contract price after 80% of hull construction material and relevant construction drawing approved by Buyer are available at Builder's premises and actual construction has started as certified by IRS.
- iii) 3<sup>rd</sup> stage payment of 20% of the Contract price on 50% completion of hull and after major Machinery, engines and equipment have been ordered as certified by IRS.
- iv) 4<sup>th</sup> stage payment of 20% of the Contract price on erection of prime mover, underwater equipment, as certified by IRS.
- v) 5<sup>th</sup> stage payment of 10% of the Contract price on launching of the Vessels as certified by IRS.
- vi) 6<sup>th</sup> and final stage payment of 20% building price on delivery of the Vessels after successful test and trials as certified by IRS and in accordance with Article VII of this Contract.

**3.** All payments will be released after deducting all Taxes as per the TDS provisions under relevant Law and necessary certificate for the deductions so made will be issued to the Buyer.

**C)** The BUYER shall ensure that for the purpose of certification of the stage payments - second stage to sixth stage as above, the ENGINEER of IRS is present at the BUILDER'S Yard. For this purpose, the BUILDER shall provide 14 (Fourteen) days advance notice of the anticipated date when the certification is due.

**D)** The BUYER shall ensure that for the purpose of certification of the stage payments – first stage and second stage as at **C)** above, the IRS is present at the BUILDER'S Yard.

**E) REFUND** - The payments made by the BUYER prior to delivery of the Vessels shall be in nature of advances to the BUILDER and, in the event the Vessels after construction is rejected by the BUYER or this Contract is rescinded by the BUYER, in accordance with the specific terms of this Contract, the BUILDER shall immediately refund to the BUYER in the currency of receipt, the full amounts of all sums already paid by the BUYER to the BUILDER under this Contract, along with interest and liquidated damages as per Article-III of this Contract. Such refund by the BUILDER to the BUYER shall forthwith discharge all obligations, duties and liabilities of each of the parties hereto to the other under this Contract.

**ARTICLE-II**

- F) ADDITIONAL EXPENDITURE – FOR ANY ADDITIONAL OR MODIFICATION WORK:-** Payments, extra to the contract price (Not more than 10% of Contract price) for any additional work, services or modification work projected by the BUYER during the course of construction of the vessel/s, shall be paid on receipt of suitable claim by BUYER at actual cost incurred plus all elements of BUILDER'S pricing structure i.e. on cost, trials, guarantee / contingency, insurance and profit as applicable and upon satisfactory completion certification by the IRS.

**ARTICLE-III**

**ADJUSTMENT AND DEDUCTIONS OF CONTRACT PRICE**

The Contract price shall be subject to adjustment, as hereinafter set forth, in the event of Delayed Delivery and towards costs, damages or expenses that the BUYER may have paid/suffered.

**A) DELAYED DELIVERY (LD):**

**1.** If the Supplier fails to complete the work or deliver any or all of the goods or fails to perform the services within the delivery schedule, unless such failure is due to a Force Majeure event, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser under the contract, deduct as liquidated damages 0.5% percent (half percent of the delivered price of the contract price for each delayed VESSEL for each week of delay or part thereof subject to a maximum deduction of 10% percent of the contract value. Thus, the period of acceptable delay would be 5 months and thereafter the contract may be liable for termination.

**i)** In the event the BUILDER fails to deliver the Vessel(s) within the aforesaid extended period, the BUYER shall give a show cause notice of 15 days to the BUILDER for termination of the Contract with respect to the undelivered vessel(s). If the BUYER is not satisfied with the justification given by the BUILDER to the show cause notice, the BUYER after hearing the BUILDER may terminate the Contract with respect to the undelivered vessel(s). Upon such termination, the BUILDER shall refund to the BUYER the payments if any, received with respect to the vessel(s) of which the contract is terminated.

**ii)** Notwithstanding the aforesaid termination, the performance of the Contract with respect to the vessel(s) whose contractual delivery is due as per Article VII shall continue.

**2.** For the purpose of this ARTICLE, the delivery of the VESSELS shall be deemed to be delayed when the VESSELS are not delivered on the date upon which delivery of the VESSELS is agreed as provided herein in Article VII, after taking into full account any extension of the delivery date of the VESSELS by reason of permissible delays as provided hereinabove.

**3.** Time is the essence and will continue to be the essence of the Contract. Mere forbearance to exercise any of the rights under the Contract shall not amount to a waiver thereof. The mere extension of time or existence of provisions for extension of time shall not adversely impinge on the mutually agreed position that the time is the essence of the Contract.

**B) TIME OF PRICE ADJUSTMENT**

**ARTICLE-III**

Each and every adjustment of the Contract price provided in this ARTICLE-III, ARTICLE-V and ARTICLE-VIII shall be mutually exclusive and settled in accordance with the provisions of ARTICLE-II, paragraph (B).

**C) ADJUSTMENT OF COSTS ETC.:**

1. All costs, damages or expenses that the BUYER may have paid, for which under the contract the BUILDER is liable (provided such liability is mutually agreed to exist by the Parties herein), will be claimed by the BUYER from the BUILDER regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the BUILDER to properly identify such claims. Such claims shall be paid by the BUILDER within fifteen days of the receipt of the corresponding bills and if not paid by the BUILDER within the said period, the BUYER may then deduct the amount, from any money due or becoming due to him from the BUILDER under the contract or may be recovered by actions of law or otherwise. During the period of contract for design, construction and supply of VESSELS, in case the BUILDER construct/ sells the identical specification of the VESSEL at a cheaper cost to any other party/ purchaser, the reduced cost so fixed will be applicable for the VESSELS being supplied to the MHA against the contract price agreed upon by the BUILDER.

**D) EFFECT OF RESCISSION:**

It is expressly understood and agreed by the parties hereto that in any case, if the BUYER rescinds this Contract under this ARTICLE-III, the BUILDER shall promptly refund to the BUYER all amounts in accordance with the provisions of ARTICLE-II, Paragraph **E)** (REFUND) and pay in addition interest and liquidated damages as stipulated in Para **A)** of this ARTICLE-III hereof, the BUYER shall not be entitled to claim any more.

**E) EFFECT OF DUTIES, TAXES, AND OTHER LEVIES AFTER ORIGINAL DELIVERY PERIOD.**

1. The tenderer should indicate tentative duties and taxes in **Section 4 of LTE** as applicable on the date of submission of bid. However, reimbursement towards duties, taxes and other levies shall be made as per actuals and statutory variations in duties, taxes and other levies shall be allowed during the original delivery period as agreed in terms of the Contract. The Purchaser shall get the benefit if duties and taxes get reduced.

2. However purchaser will get the benefit if the duties and taxes get reduced during the extended delivery period.

3. The Purchaser will not be liable to any claim on account of fresh imposition and / or increase of statutory duties, taxes and other levies on the raw materials and / or components used directly in the manufacture of the contracted stores taking place after original Delivery period.

**ARTICLE-IV**

**SUPERVISION AND INSPECTION**

**A) APPOINTMENT OF BUYER'S REPRESENTATIVE:**

Any agency, person or organization may be appointed by the BUYER to act on behalf of the BUYER for the purpose of this Contract, to whom all or any other duties, powers, and responsibilities of the may be delegated by the BUYER at its cost.

**B) AUTHORITY OF THE BUYER'S REPRESENTATIVE:**

The REPRESENTATIVE together shall, at all times until delivery of the VESSELS, have the right to attend such test and inspection of the VESSELS, her engine, all accessories, all work in progress and materials to be utilised in the construction of the VESSELS, her engine and accessories wherever such work is being done or such materials are stored, for the purpose of determining that the VESSELS, her engines and accessories are being constructed in accordance with the terms of this CONTRACT and attached specifications.

The REPRESENTATIVE together will notify the BUILDER within (3) three days, in writing, in the event he/ they has/ have discovered that any construction or materials which he believes do not or will not conform to the requirements of the Contract and attached specifications, and shall like-wise advise and consult with the BUILDER in all such matters pertaining to the building of the VESSELS as may be required by the BUILDER or as he/ they may deem necessary.

**C) RESPONSIBILITY OF THE BUILDER:**

The BUILDER shall be responsible that the REPRESENTATIVE is provided with office space and such other reasonable facilities free of cost in the immediate vicinity of the BUIDER's yard as may be necessary to enable the REPRESENTATIVE to effectively carry out its work, and that, at all times until delivery of the VESSELS he/ they, is/ are, given free and ready access to the VESSELS, her engines and all accessories, and to any other place where the Contract work is being done or materials are being processed or stored in connection with the construction of the VESSELS, including the yards, workshop, stores and office of the BUILDER who are doing work or storing materials in connection with the VESSELS construction.

**D) LIABILITY OF THE BUILDER:**

The Representative shall at all times be deemed to be the employee of the BUYER. The BUILDER shall be under no liability whatsoever to the BUYER or to the BUYER'S Representative or employees or agents for personal injuries, including death to such representative(s), employees, and agents, or any of them, during the time they, or any of them, are on the VESSELS or within the premises of the BUILDER are otherwise engaged in and about the construction of the VESSELS, unless, such personal injuries, including death, were proved to be caused by the fault, omission, act or negligence of the BUILDER or of its employees or agents. Nor shall the BUILDER be under any liability whatsoever to the BUYER or of representative employees or agents unless such damage, loss or destruction was proved to be caused by fault, omission, act or negligence of the BUILDER or of its employees or agents.

**E) SALARIES AND EXPENSES:**

All salaries, taxes and any other expenses towards local and outstation conveyance, hotel charges, telephone and fax, etc. of the Representative shall be to the BUYER'S account only.

**ARTICLE-V**

**MODIFICATION, CHANGES AND EXTRAS**

**A) HOW EFFECTED:**

1. The specifications and plans under which the Vessels are constructed may be modified and/ or changed at any time hereafter by agreement of the parties hereto, provided, however, that any reasonable modifications or changes requested by BUYER shall be effected by the BUILDER if the BUYER shall first agree to reasonable adjustment of the Contract Price, time for delivery, resulting from such reasonable modifications or changes and the necessary alteration of other terms of this Contract as herein provided.

2. Any such agreement for modifications and/ or changes shall include an agreement as to the increase or decrease, if any, in the Contract price of the Vessels depending on whether the modifications involve an increase or decrease in expenses, together with an agreement as to any extension or reduction in the time for delivery or any other alteration in Contract, and/ or attached specifications and/ or Plan occasioned by such modification and/ or changes. The aforementioned agreement to modify and/ or change the specifications and plan may be effected by an exchange of duly authenticated letters, or cable/ fax confirmed by letters, manifesting such agreement.

3. The letters and cable/ fax exchanged by the parties pursuant to the above clause shall constitute an amendment of the specifications and plan under which the Vessels shall be built, and upon such amendment, the BUILDER shall, alter the construction of the Vessels in accordance therewith, including any additions to, or deductions from the work to be performed in connection with the construction of the Vessels.

4. After exchange of correspondences for such modifications, an Order of amendment to Contract containing the details of the modifications, changes will be issued by the purchaser.

**B) CHANGES IN CLASS, REGULATIONS, ETC:**

If after signing of this Contract, Rules and requirement of the Classification Society and International Rules, mentioned in the specification are altered or supplemented, the relevant alteration shall be carried out by the BUILDER and any additional cost entailed by such changes shall be borne by the BUYER and if required, the period of delivery of the Vessels shall be extended by the time reasonably required to effect the said alteration, which will be done in consultation with the Engineer / Representative. If such alterations result in a price reduction, this reduction will be refunded to the BUYER. If any exemptions are required from the Classification Society/ Statutory Body rules, the same will be intimated by the BUILDER to the BUYER so as to enable them to apply for necessary exemptions.

**C) SUBSTITUTION OF MATERIALS:**

In the event that any of the materials required by the specifications and plan or otherwise under this Contract for the construction of the Vessels cannot be procured in time to effect delivery, or are in a short supply, the BUILDER may, provided the BUYER so agrees in writing, supply other materials of the equal or better quality, capable of meeting the requirements of the Classification and of Rules, Regulations, requirements and recommendations with which the construction of the Vessels must comply. Any agreement as to such substitution of materials shall be effected in the manner provided in Paragraph A) "HOW EFFECTED" of ARTICLE-V, and shall, likewise include adjustments in the Contract price and other terms of this Contract affected by such substitution.

**ARTICLE - VI**

**TRIALS**

**A) NOTICE:**

1. The BUYER and the Representative shall receive from the BUILDER in writing/ cable/ fax/ telex followed by a confirmatory letter at least Seven (7) days prior notice of the definite date of the trials of the Vessels. The Authorized Representative(s) of the BUYER shall be on board the Vessels to witness such trials and the performance of the Vessels during the same.
2. Failure of the BUYER'S representative to be present, after due notice to the BUYER, as provided above, shall operate to extend the date for delivery of the Vessels by the period of delay caused by such failure to be present except that, if the Trials are delayed for more than five (5) days by reason of the failure of the BUYER'S Representative to be present, after due notice to the BUYER, as above provided; then in such event, the BUYER shall waive its right to have representative on board the Vessels at the trials, and BUILDER may conduct such trials without such representative being present, and in such case the BUYER shall be obligated to accept the Vessels on the basis of a certificate by the BUILDER that the Vessels upon trials is found to conform to the specifications and is satisfactory in all respects. **The trials are to be conducted at ex-BUILDER'S Yard** and all necessary permissions etc., will be obtained by the Builder for the same. The BUYER will give necessary assistance, if required by the BUILDER, to facilitate the obtaining of aforesaid permissions.

**B) WEATHER CONDITION:**

The trials shall be carried out under favorable weather condition in smooth / calm sea water and should the condition of the weather differ, suitable calculations be made to present the trial data. In the event of unfavorable weather on the date specified for the trial the same shall take place on the first available day thereafter on which the weather condition permits. It is agreed that, if during the trials of the Vessels, the weather should suddenly become so unfavorable that orderly conduct of the trials can no longer be continued, the trials shall be discontinued and postponed until the first favorable day next following, unless the BUYER shall assent in writing to acceptance of the Vessels on the basis of the trials already made before such discontinuance has occurred. Any delay of trials caused by such unfavorable weather condition shall operate to postpone the Delivery Date by the period of delay involved and such delay shall be deemed as a permissible delay in the delivery of the Vessels.

**C) HOW CONDUCTED:**

1. All expenses in connection with the trials of the Vessels are to the account of the BUILDER, and the BUILDER will provide at its own risk and expense the necessary crew and equipment etc. to comply with conditions of safe operation. The trials shall be conducted in the manner prescribed in the specifications, and shall prove fulfillment of the performance requirements for the trials as set forth in this Contract and the specifications.
2. The BUILDER will supply at his cost all the fuel oil, lubricating oil, grease, etc. required during the trials.

**D) METHOD OF ACCEPTANCE OR REJECTION:**

1. Within six (6) days after completion of the final trials, tests and inspection, the BUYER shall notify the BUILDER in writing, or by cable/ fax, of its acceptance of the Vessels, if the Vessels satisfy the requirements of this Contract and the specifications. However, in the trials, tests and inspection should any defects develop in the Vessels, her machineries and accessories and/ or the Vessels or any part or equipment thereof does not conform to the requirement of this Contract and/ or the specifications, the BUILDER shall take necessary steps to correct such defects and/ or non-conformity within a reasonable period or period of time mutually agreed to. However, such periods would be subject to liquidated damages as per ARTICLE III Para A) sub paragraphs 1 and 2 hereof.
2. Upon completion of corrections of non-conformity/ defect etc., the BUILDER shall promptly conduct such further trials or other tests of the Vessels, or on the part of equipment thereof concerned as may be deemed necessary to prove satisfaction of the same with the requirement of this Contract and specifications, and the BUYER shall within six (6) days after completion of the said further trials or tests, intimate the BUILDER by cable/ fax confirmed in writing, of its acceptance or rejection of the Vessels. In the event of rejection, the BUYER must state the reason(s) why the Vessels fail to satisfy the requirements of this Contract and/ or specifications. If the BUILDER does not agree with the rejection of the Vessels by the BUYER, the BUILDER may refer the dispute to Arbitration in accordance with ARTICLE-XI (ARBITRATION) thereof.

**E) EFFECT OF ACCEPTANCE OF THE VESSELS:**

The BUYER'S written and/ or cable/ fax notification of acceptance of the Vessels delivered by the BUILDER as above provided, shall be final and binding so far as conformity of the Vessels to this Contract and the specifications and plans are concerned, and shall preclude the BUYER from refusing formal delivery of the Vessels when Tendered as hereinafter provided, if the BUILDER complies with all the conditions for delivery set forth in ARTICLE -VII (DELIVERY) hereof subject to the Performance Bond in Article-IX.

**ARTICLE - VII**

**DELIVERY**

**A) TIME (DATES) AND PLACE**

1. The VESSELS shall be delivered to the authorized representative of BUYER subject to provision of Article VII herein contained, after completion of trials as per Article VI and complete in all respects, as indicated below, provided no extensions are granted under Article VIII. The delivery schedule of the VESSELS at port of delivery will be as follows, wherein D stands for Effective date of issuing of contract to the FIRM. The responsibility for delivery on CIF basis at the identified ports shall be of shipyard. The delivery schedule for the vessels shall be CIF to the base ports in India as follows:

Nos of FBOPs	Date of delivery
03 Nos	D + 18 months
03 Nos	D + 27 months
03 Nos	D + 36 months
Total 09 Nos	

Nos of FBOPs	State
03 Nos	Bhuj, Gujarat
06 Nos	Sunder Ban, West Bengal

Note: Builder to commission and hand over the vessels at locations indicated above in the presence of purchaser's representative.

2. The delivery of VESSELS is to be undertaken by the BUILDER at the quoted price including insurance and safe delivery.
3. **Cardinal date program (CDP):** Immediately after placement of order, Builder is to forward to the Joint Secretary (Police Modernisation) a Cardinal Date Program conforming to the delivery schedule as per Pare A) 1 of this article indicating all stages of construction/ inspection and tests/ trials till the delivery. The CDP is to be prepared Vessel wise.

4. **Monthly Progress Report:** Monthly reports highlighting progress/ slippages corresponding to cardinal date program should be forwarded to Joint Secretary (Police Modernisation), by the Builder.
5. However, in the event of delays in performance under this Contract due to causes which under the terms hereof permit extension of time for delivery of the Vessels, the aforementioned period for delivery of the Vessels shall be extended accordingly.

**B) WHEN AND HOW EFFECTED:**

Provided that the BUYER shall pay to the BUILDER all sums due and payable on account of the Vessels ready for delivery in accordance with the schedule of payments herein contained. The delivery of the Vessels shall be forthwith effected upon acceptance thereof by the BUYER as hereinafter provided, by means of the concurrent delivery by each of the parties hereto to the other of a PROTOCOL OF DELIVERY AND ACCEPTANCE acknowledging the delivery of the Vessels by the BUILDER and acceptance thereof by the BUYER, which PROTOCOL shall be prepared in triplicate and executed by each of the parties hereto.

**C) DOCUMENTS TO BE DELIVERED TO THE BUYER:**

Acceptance of the Vessels by the BUYER shall be subject to receipt by the BUYER of the following duly authenticated documents which the BUILDER shall deliver to the BUYER along with the aforementioned PROTOCOL OF DELIVERY AND ACCEPTANCE.

1. PROTOCOL OF TRIALS OF THE Vessels, made pursuant to this Contract.
2. PROTOCOL OF INVENTORY of the equipment of the Vessels, including spare parts and the like, all as specified in the specifications.
3. Vessel Manuals, main engines, gear-box, propulsion system, generators and other equipment operating manual, drawings and plans pertaining to the Vessels as stipulated in the specifications, in English language duly authenticated along with final sea trial data (example speed in nautical miles at various rpm and temperature & pressure of main & auxiliary machinery/ equipment).
4. CERTIFICATES required to be furnished upon delivery of the Vessels pursuant to this CONTRACT and the specifications.

**ARTICLE-VII**

5. DECLARATION OF GUARANTEE / WARRANTY OF THE BUILDER that the Vessels is/ are delivered to the BUYER free and clear of any liens, charges, claims, mortgages, or other encumbrances upon the BUYERS' title thereto, and in particular, that the Vessels is/ are absolutely free of all burdens in the nature of imposts, taxes or charges imposed by the prefecture or country of the port of delivery, as well as of all liabilities of the BUILDER to its employees and crew, and of all liabilities including those of third parties arising from the operation of Vessels, in trials, or otherwise, prior to delivery. The BUILDER further covenants to save the BUYER harmless from any and all claims, suits, actions or other legal proceedings that might arise from any one or all of the aforementioned causes that might be brought against the BUYER.
6. COMMERCIAL INVOICE
7. BILL OF SALE
8. BUILDER'S CERTIFICATE
9. Certificate of IRS Class
10. The documents supplied by OEMs and handed over to Buyer will be used only for the intended purpose of operation & maintenance of the equipment and that the same will not be shared / passed on to any third party without prior concurrence of Builder/ OEM as appropriate.

D) **TITLE AND RISK:**

Title to and risk of the Vessels shall pass to the BUYER upon delivery and acceptance thereof by the BUYER as stated above, it being expressly understood that until such acceptance of the Vessels, all responsibility for the Vessels, and its equipment and consequences will be at the entire risk of the BUILDER.

**ARTICLE-VIII**

**DELAYS AND EXTENSIONS OF TIME (FORCE MAJEURE), PRICE  
ADJUSTMENTS FOR DEFICIENCIES**

**A) CAUSES OF DELAY:**

- i. If, at any time before the agreed date of delivery, either the construction of the Vessels or any performance required as a pre-requisite of delivery of the Vessels is delayed due to Acts of God; war or other hostilities; civil war, terror attack, flood, typhoons, hurricanes, storms, earthquakes, tidal waves; landslides; fires, turmoil, strikes, sabotage, quarantine restriction, explosions, all the foregoing, irrespective of whether or not these events could be foreseen at the day of signing this Contract, then and in any such case, the BUYER and BUILDER will discuss regarding a mutually acceptable new date of delivery.
- ii. A party claiming force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this contract.
- iii. Provided that acts of the Government or any state parties of the SELLER which may affect the discharge of the SELLER's obligations under the contract shall not be treated as Force Majeure.

**B) NOTICE OF DELAYS:**

1. As promptly as possible and within seven (7) days from the date of commencement of any delay on account of which the BUILDER claims that it is entitled under this ARTICLE VIII to an extension of the time for delivery of the Vessels, the BUILDER shall intimate the BUYER in writing or by cable / fax confirmed in writing, the date such delay commenced, and the reason thereof; like-wise, the BUILDER shall promptly and within seven (7) days after such delay ends, intimate the BUYER in writing or by cable/fax confirmed in writing the date that such delay ended, and also shall specify the period of time by which the date for delivery is claimed to be extended by reason of such delay. Failure of the BUYER to acknowledge the BUILDER'S notification of any claim for extension of the delivery date within fifteen (15) days after receipt by the BUYER of such notification shall be deemed to be a waiver by the BUYER of its right to object to such extension.
2. If the BUILDER fails to give notice of any Force Majeure event as mentioned in this clause, the BUILDER is not entitled to any extension for the period.

**C) DEFINITION OF PERMISSIBLE DELAYS:**

Delays on account of the causes provided in paragraph **A)** of this ARTICLE-VIII and any other delays of a nature which under the terms of this Contract permits extension of the time for delivery of the Vessels shall be understood to be permissible delays, and shall be distinguished from

**ARTICLE-VIII**

unauthorized delays on account of which the Contract price of the Vessels is subject to adjustment or on account of which this CONTRACT may be rescinded by the BUYER as provided in ARTICLE III **A**) (DELAYED DELIVERY) hereof.

**D) EXCESSIVE FUEL CONSUMPTION OF PRIME MOVERS :**

1. The fuel consumption of the Main Engine(s) at 100% MCR shall be recorded during the factory acceptance trials with an electronic SFOC device otherwise the vessels will not be accepted.

**ARTICLE-IX**

**GUARANTEE / WARRANTY OF QUALITY**

**A) GUARANTEE OF MATERIAL AND WORKMANSHIP:**

The BUILDER guarantees that **all vessels** (Total quantity of contracted store as per **clause 1.1 of section 1 of this LTE** i.e. FBOPs ), its machineries, accessories and parts and equipment thereof will remain under satisfactory operation for a period of **36 ( thirty six) months from the date of delivery of each FBOPs**. If within the period of Guarantee / Warranty, the Vessel, machineries, accessories, and parts and equipment are reported by the BUYER in writing to have failed to perform as per specifications, the BUILDER shall replace or rectify the same free of charge, within a reasonable period of time from the date of notification of such defects is received by the BUILDER, provided the Vessel(s), its machineries, accessories and parts and equipment thereof are used and maintained by the BUYER or its agents and employees as per instructions contained in the Operating Manual. This warranty/guarantee shall not be applicable in the event of defects arising out of accident or willful neglect of the BUYER, or its agents and employees.

**B) NOTICE OF DEFECTS:**

The BUYER shall notify the BUILDER in writing, or by cable/fax confirmed in writing within 15 days after discovery of any defect for which claim is to be made under this guarantee. The BUYER'S written notice shall describe full particulars as to the nature of the defect. The BUILDER shall be under no obligation with respect to this guarantee in respect to any claim for defects discovered prior to the expiry of the guarantee, unless notice of such defects is dispatched by the BUYER to the BUILDER not later than thirty (30) days after such expiry date.

**C) EXTENT OF BUILDER'S LIABILITY:**

1. The BUILDER shall be under no obligation with respect to the defects discovered after the expiration of the period of guarantee specified above.
2. The BUILDER shall not be responsible to repair, nor be liable for damage to the Vessels or to any parts or equipment thereof, which after delivery of the Vessels is caused by defects of a nature other than those specified in paragraph A) of ARTICLE-IX. Nor shall there be any liability of the BUILDER hereunder for the defects in the Vessels or any part or equipment thereof, caused by fire or accidents at sea or elsewhere, subsequent to acceptance of the Vessels by the BUYER, or by perils of sea, river or navigation or by normal wears and tears or, by

**ARTICLE-IX**

mismanagement, accidents, negligence or willful neglect on the part of the BUYER, its employee or agents, or of any persons other than employees or agents of the BUILDER on or doing work on the Vessels, including the Vessels officers, crew and/ or passengers.

3. Likewise, the BUILDER shall not be liable for defects in the Vessels or any part or equipment thereof that are due to repairs, which were made by others than the BUILDER at the direction of the BUYER without BUILDER'S or its Representatives consent.
4. The maximum period of periodical preventive will be two weeks. Periodical preventive maintenance will be carried out after every 03 months or as specified by OEM of concerned equipment.

**D) REMEDY OF DEFECTS:**

1. The BUILDER shall remedy, at its cost and expense, any defects, against which the Vessels, or any part of the equipment thereof, are guaranteed under this ARTICLE IX, by making all necessary repairs and replacements.
2. Such repairs or replacements will be made in the BUILDER'S Yard or a place of service set up of the BUILDER in India, unless the Vessels cannot be conveniently brought there. However, if it is impractical to bring it to the BUILDER'S Yard, and if forwarding by the BUILDER of replacement parts and material cannot be accomplished without impairing or delaying the operation or working of the Vessels, then, in any such event, the BUYER may cause the necessary repairs or replacements to be made elsewhere at the discretion of the BUYER, provided, however, that the BUYER shall give the BUILDER written or cable/ fax notice of the time and place where such repairs will be carried out, and the BUILDER shall have the right to verify, by its own representative(s), the nature and extent of the defects complained of. The BUILDER shall promptly advise the BUYER in writing or by cable/ fax, after such examination has been completed, of its acceptance or rejection of the defects as ones that are subject to the guarantee herein provided. Upon receipt by the BUYER of the BUILDER'S written or cable/ fax acceptance of the defect as one justifying remedy under this ARTICLE IX, the BUYER shall cause necessary repairs or replacements to be made, and the BUILDER shall pay to the BUYER a sum equivalent to cost of such repairs and/ or replacements at actual. In the event it is necessary to forward the replacements for the defective parts under the BUILDER'S guarantee, the BUILDER shall forward the same.
3. In case of emergency, the BUYER may cause necessary repairs or replacements to be made elsewhere other than the BUILDER'S Shipyard, without receipt of the BUILDER'S written or cable/ fax advice

to the BUYER.

4. If the BUILDER accepts that the defects are the ones that are subject to the guarantee herein provided, then the BUILDER shall pay to the BUYER for such repairs and/or replacements in such manner as provided above.
5. Any dispute between the BUILDER and the BUYER as to whether the defect in question is one justifying remedy under this ARTICLE-IX or not, shall be referred to Arbitration in accordance with the provisions of ARTICLE XI thereof.

**E) PERFORMANCE GUARANTEE BOND:**

- 1 The BUILDER shall furnish the BUYER upon the delivery of the Vessel(s) a Performance cum Guarantee Indemnity Bond (form 4) for the due performance of Contract to the extent of Guarantee obligations, of TEN (10%) of the Contract Price valid beyond 45 days till all contractual obligations including i.e. guarantee/ warranty (G/W) period of last vessel supplied.
- 2 Should the BUILDER fail to repair, replace or pay for the defective parts within the period which are agreed between the BUYER and the BUILDER under the paragraph C) and D) in the Article, it shall be lawful for the BUYER to forfeit either in whole or in part, the performance bond furnished by the BUILDER.
- 3 Save as aforesaid if the BUILDER duly performs the Contractual obligations in all respects, the BUYER shall return the Performance Bond to the BUILDER.

**ARTICLE-X**

**INSURANCE**

**A) EXTENT OF INSURANCE COVERAGE:**

1. From the time of Keel Laying of the Vessels until the same is completed, delivered to and accepted by the BUYER, the BUILDER shall, at its own cost and expenses, keep the Vessels and all machinery, materials, equipment, appurtenances and outfit, delivered to the Building for the Vessels or built into, or installed in or upon the Vessels, fully insured as per standard and established Vessels Building practices..
2. The period of such insurance coverage shall be up to the date of delivery of the Vessel at the user location after successful trials in afloat condition and ready for transportation and be an amount at least equal to, but not limited to, the aggregate of the payments made by the BUYER to the BUILDER.
3. The policy referred to herein above shall be taken in the name of the BUILDER and all losses under such policy shall be payable to the BUILDER.
4. If the BUYER so requests, the BUILDER shall at the BUYER'S cost, procure insurance on the Vessels and all parts, materials, machinery and equipment intended there for against various risks not heretofore provided and shall make all arrangements to that end. The BUYER upon delivery of the Vessels shall reimburse the cost of such insurance to the BUILDER.

**B) APPLICATION OF RECOVERED AMOUNT:**

1. **PARTIAL LOSS:**

In the event the Vessels be damaged by any insured cause whatsoever prior to acceptance thereof by the BUYER and in the further event that such damage shall not constitute an actual or a constructive total loss of the Vessels, the BUILDER shall apply the amount recovered under the insurance policy referred to in Paragraph A) of this ARTICLE-X to the repair of such damage and the BUYER shall accept the Vessels under this Contract if completed in accordance with this Contract and Specifications.

2. **TOTAL LOSS:**

However, in the event that the Vessels is determined to be an actual or constructive total loss, the BUILDER shall by the mutual agreement between the parties hereto, either:

- i) Proceed in accordance with the terms of this Contract, in which case the amount recovered under said insurance policy shall be applied to the reconstruction of new Vessels in lieu of the damaged vessel accepted as total loss, provided the parties hereto shall have first agreed in writing as to such reasonable postponement of the delivery Date.

3. **TERMINATION OF BUILDER'S OBLIGATION TO INSURE:**

The BUILDER'S obligation to insure the Vessels hereunder shall cease and terminate forthwith upon delivery thereof and acceptance by the BUYER.

**ARTICLE - XI**

**ARBITRATION AND JURISDICTION OF COURTS**

- A.** 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 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 authorized 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.
- B.** In case it is not possible to resolve the dispute amicably by mutually consultation or through the good offices of Empowered Agencies of the Government or through Arbitration, the same should be referred first to the Cabinet Secretariat, and then if necessary to PMO

**ARTICLE - XII**

**ASSIGNMENT**

- a. Neither of the parties hereto shall assign Contract to a third party without prior consent of the other party given in writing.
- b. This consent shall ensure the benefit of and shall be binding upon the lawful successors or the legitimate assignees of either of parties hereto.

**ARTICLE - XIII**

**ROYALTIES, PATENTS**

The BUILDER shall safeguard and hold harmless and free the BUYER against all claims or any claims of whatsoever nature in respect of royalties or patent rights on articles or designs supplied by the BUILDER.

**ARTICLE XIV**

**LIMITATION OF LIABILITY**

BUILDER's liability shall be strictly limited to the obligations specified in the Contract.

**ARTICLE - XV**

**EFFECTIVE DATE OF CONTRACT**

This Contract shall come into force from the date of issue of letter of award of Contract by the BUYER.

**ARTICLE - XVI**

**NOTICE**

Any and all notices and communications in connection with this Contract shall be in English and shall be addressed speed post/courier or by fax/email as follows, unless and until otherwise agreed for some other mode of service

**BUYER at:**

Joint Secretary (Police Modernisation),  
Ministry of Home Affairs, Jaisalmer House,  
New Delhi- 110011  
Fax No.:.....  
E-mail: .....

**AND**

**BUILDER at**

The Chairman & Managing Director

\_\_\_\_\_  
\_\_\_\_\_

Fax No.: /

E-mail: \_\_\_\_\_@\_\_\_\_\_.

**ARTICLE - XVII**  
**PRE CONTRACT INTEGRITY PACT**

GENERAL

1. Whereas the PRESIDENT OF INDIA, represented by the Joint Secretary (Police Modernization), PM Division, Ministry of Home Affairs, Government of India, hereinafter referred to as the Purchaser and the first party, proposes to Design, Construction and Supply of 09 Nos FBPOs, 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 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 Purchaser is a Ministry of the Government of India performing its functions on behalf of the President of India.

OBJECTIVES

3. Now, therefore, the Purchaser 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 Purchaser to obtain the desired Design, Construction and Supply of 09 Nos FBPOs 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, and

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 Purchaser will commit to prevent corruption, in any form, by their officials by following transparent procedures.

COMMITMENTS OF THE PURCHASER

4. The Purchaser commits itself to the following:-

4.1 The Purchaser undertakes that no official of the Purchaser, 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, organization 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 Purchaser 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 Purchaser 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 Purchaser with full and verifiable facts and the same is prima facie found to be correct by the Purchaser, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Purchaser 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 Purchaser 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 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 Purchaser, connected directly or indirectly with the bidding process, or to any person, organization 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 Purchaser 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 Purchaser 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 Purchaser 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 in respect of any such intercession, facilitation or recommendation.

6.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Purchaser or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

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 Purchaser 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.

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

#### 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, that could justify bidder's exclusion from the tender process.

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

#### SECURITY DEPOSIT

8.1 The Performance Security Deposit shall be valid beyond 45 days till all contractual obligations including guarantee/ warranty (G/W) period of last vessel supplied or the complete conclusion of contractual obligations to complete satisfaction of both the bidder and the buyer, whichever is later.

8.2 In case there are more than one bidder, the Performance Security Deposit shall be refunded by the buyer to those bidder(s) whose bid(s) does/do not qualify for negotiation as constituted by the Buyer, immediately after a recommendation is made on the bid(s) after an evaluation.

8.3 In the case of successful bidder a clause would also be incorporated in the Article pertaining to Performance 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.

8.4 The provisions regarding Sanctions for Violation in Integrity Pact include 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 Integrity Pact.

8.5 No interest shall be payable by the Buyer to the Bidder(s) on Earnest Money/ Security Deposit for the period of its currency.

#### 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 behavior) and a compliance program for the implementation of the code of conduct throughout the company.

### 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 Purchaser to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
- (ii) The Earnest Money/Security Deposit/ Performance Security Deposit shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason therefore
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- (iv) To recover all sums already paid by the Purchaser, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate, while 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 Purchaser in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/G/W bond, if furnished by the Bidder, in order to recover the payments, already made by the Purchaser, along with interest.
- (vi) To cancel all or any other Contracts with the Bidder.
- (vii) To debar the Bidder from entering into any bid from the Government of India for a minimum period of five years, which may be further extended at the discretion of the Purchaser.
- (viii) To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or 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 Purchaser, or alternatively, if any close relative of an officer of the Purchaser 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 Purchaser to 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 Purchaser, and if he does so, the Purchaser 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 Purchaser resulting from such rescission and the Purchaser 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 Purchaser with the Bidder, the same shall not be opened.

10.2 The decision of the Purchaser 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 monitor(s) appointed for the purposes of this Pact.

#### FALL CLAUSE

11.1 The Bidder undertakes that he has not supplied/is not supplying the similar vessels at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or to any other agency and if it is found at any stage that the vessels were supplied by the Bidder to any other Ministry/Department of the Government of India or to any other agency 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 Purchaser, if the contract has already been concluded.

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

#### INDEPENDENT MONITORS

12.1 The Purchaser will appoint Independent Monitors for this Pact in consultation with the Central Vigilance Commission of India.

12.2 As soon as the Integrity Pact is signed, the Purchaser shall provide a copy thereof, along with a brief background of the case to the Independent Monitors.

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

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

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

12.6 The report of enquiry, if any, made by the Independent Monitors shall be submitted to the Joint Secretary, BM Division, Ministry of Home Affairs , Government of India for a final and appropriate decision in the matter keeping in view the provision of this pact.

#### EXAMINATION OF BOOKS OF ACCOUNTS

13.1 In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Purchaser 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.

#### LAW AND PLACE OF JURISDICTION

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

#### OTHER LEGAL ACTIONS

15.1 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.

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 Purchaser 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 \_\_\_\_\_ .

PURCHASER

Dy. Secretary (Procurement)  
MINISTRY OF HOME AFFAIRS,  
GOVERNMENT OF INDIA

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

BIDDER

Authorized representative of  
M/S. \_\_\_\_\_

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

**X**

**ARTICLE - XVIII**

**SIGNATURE AND WITNESSING BY PARTIES**

In witness whereof the parties hereto have hereunto set their respective hands the day and the year first above written.

For and on behalf of the  
BUILDER

For and on behalf of the  
PRESIDENT OF INDIA

CHAIRMAN & MANAGING DIRECTOR  
M/s\_\_\_\_\_

Joint Secretary (Police Modernisation),  
MINISTRY OF HOME AFFAIRS

In presence of

1. \_\_\_\_\_

2. \_\_\_\_\_

In presence of

1. \_\_\_\_\_

2. \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**SECTION-3**

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    - 4.2.2 FENDERS
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- 4.3 LIFE SAVING EQUIPMENT
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- 9 SHIP'S INVENTORY AND TOOLS
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## **0. GENERAL**

### **0.1 INTENT OF SPECIFICATION**

The intent of these specifications and accompanying plan is to describe and set forth the design, materials, construction and equipment for a Floating Outpost for Border Security Force for deployment in Inland waters of India, specifically in creek area of Kutch (Gujarat) and Sunderbans of West Bengal.

Technical specification and accompanying General Arrangement Plan are subject to minor changes based on detailed design.

### **0.2 GENERAL**

Details in design, fabrication, installation, inspection and workmanship not covered by shipbuilding industry in the specifications shall be performed as per the standard practice. In addition to class requirements all other requirements as specified in the build specification to be inspected by IRS/Owner.

Any item in the same context mentioned twice or more in the specifications will be furnished or supplied only once. If any discrepancy is found between the specification and accompanying plans, the former shall prevail.

Any modification to the specifications will be executed under mutual agreement between the Owner and the Builder, and these will be confirmed by both parties in writing.

Where the word "or" is used in the specifications to indicate that the use of an alternative item will be permitted, it shall be understood to mean 'at the Builder's option.

Whenever the phrase 'or equal' is used, it shall be understood to mean that if any substitution is made, the substitute shall not be of a lesser standard or quality.

### **0.3 DUTIES**

The vessel shall act as the floating base for the flotilla of fast patrol boats. The vessel is to supply Petrol, Fresh Water and provisions to the smaller boats. The vessel shall also have lodging facilities for 37 persons for two weeks. The vessel shall be designed with stowage arrangements for daughter boats and with firing provisions for MMG/LMG on board.

It shall be capable of supporting these auxiliary vessels for a minimum period of two weeks.

## 0.4 VESSEL PARTICULARS

### 0.4.1 Principal Dimensions

Length, overall	:	46.00 m
Breadth, moulded	:	12.00 m
Depth, moulded	:	03.40 m
Maximum Draft (Design)	:	1.20 m (approx.)

### 0.4.2 Tank Capacities

Diesel oil	:	abt.25 tons
Petrol	:	abt. 15 tons
Fresh water	:	abt.100 tons
Sewage Tank	:	abt.18 tons

### 0.4.3 Hull Form

The vessel shall have a suitable hull form for operation in shallow water with the required speed. The bow of floating BOP should have suitable flare/V shape to negotiate the waves in creek Area.

### 0.4.4 Speed

Ship's speed at MCR of main engines under ideal trial conditions at full load displacement shall be about 8.0 knots in deep and about 7.0 knots in shallow water.

### 0.4.5 Propulsion System

2 Nos. steerable rudder propeller units of adequate capacity as described in Para 3.1.1 shall be provided for propelling the vessel. The rudder-propeller units shall be fitted as per design. into wells made at the stern.

### 0.4.6 BROAD SPECIFICATION OF 4 NOS DAUGHTER BOATS (FAST PATROL BOATS):-

Length Overall	:	5.80- 6.20 Mtr
Beam	:	2.30 Mtr
Hull depth	:	1.00 Mtr
Draught	:	0.20 Mtr
Freeboard	:	0.80 Mtr

Speed with 8 POB : 29 Knots  
Speed with 2 POB : 35 Knots  
Power Unit : Twin 90 HP (Four strokes) OBMs  
Hull : Light weight, high strength, PVC foam core,  
FRP construction.

The Fast Patrol Boat design to comply with IRS equivalent Class Notation Swastik SU-, HSLC, RS-2, Patrol

## **0.5 PERFORMANCE**

The vessel shall be suited for operating in sea conditions of Sea State 4 with wave heights of 3.0 m. Survivability of vessel shall be up to Sea state-7.

The vessel shall have good sea-keeping characteristics upto Sea State 4.

## **0.6 STABILITY**

The vessel shall have adequate intact stability in all operating conditions. The vessel is provided with double bottom between Aft peak and Forepeak. IMO A.749 requirements for intact stability shall be met.

Design calculations for intact stability shall be submitted to Indian Register of Shipping for design verification.

## **0.7 COMPLEMENT**

Vessel shall accommodate a complement of 38 persons including operating crew.

The various categories are

Captain	: 01
VIP cabin	: 01
Subordinate officers	: 06
Jawans'	: 30

## **0.8 BUILD PROGRAMME, DRAWINGS & DOCUMENTS**

"The Plans" stated here under in the specifications shall mean those which will be submitted to the owner, such as the contract plans, plans for approval, finished plans and instruction books. All plans, name plates and other documents, which will be submitted to the owner, shall be in English language.

The units used in the plans shall be metric.

Prior to start of construction, the builder shall submit major basic documents/drawings to the owners for approval in due time of design and construction schedule. [All plans and drawings required to be approved by the owner shall be directly sent to IRS, who will do the approval on behalf of the owner.] Owner / IRS shall indicate his comments and approval within 21 days of receipt of the drawings.

The scope of plans for submission for the owners / representatives' approval shall be as follows:

- a) Midship Section
- b) Deck & Profile
- c) Shell Expansion
- d) Preliminary Stability Booklet – Intact & Damage
- e) Watertight Bulkheads
- f) Deck house structure
- g) Machinery Arrangement
- h) Welding Scheme
- i) Accommodation Plan
- j) Fire Fighting Appliances Plan
- k) Life Saving Appliances Plan
- l) Insulation, Lining, Ceiling, Flooring
- m) Disposition / Details of Windows / Scuttles
- n) Disposition / Details of Doors
- o) Disposition & Details of Hatches & Manholes
- p) Painting Scheme
- q) Sea Chests
- r) Air, Filling, Sounding Pipes
- s) Scupper And Discharges
- t) Domestic Fresh Water System
- u) Domestic Sea Water System
- v) Sea Water Cooling System
- w) Fuel Oil System
- x) Bilge & Fire System
- y) Exhaust System
- z) Engine Room Ventilation
- aa) Air Conditioning & Ventilation System
- bb) Electrical Load Chart
- cc) Main Switch Board & Distribution Boards
- dd) Testing of Tanks

### **0.8.1 Mounted Plans**

The following plans shall be prepared in laminated plastic and bulkhead mounted in appropriate positions on board.

- a) General Arrangement Plan
- b) Bilge Piping Diagram

- c) Fire Fighting Plan
- d) Life Saving Appliances Plan
- e) Damage Control Plan

### **0.8.2 Contract Plans**

The general arrangement plan shall accompany this specification and shall form a part of the specification.

### **0.8.3 Drawings and Documents**

With the delivery of the vessel the Builder shall furnish to each of the Outpost Bases Creek of Kutch (Gujarat) and Sunderbans (West Bengal). Three copies each of the following plans are listed as:

- General Arrangement Plan
- Tank Plan & Calibrations
- Principal Structural sections
- Profile and Deck plan
- Trim and Stability Booklet
- Shell expansion
- Painting scheme
- Schematic of main systems
- Docking Plan
- Test and Trial Data

### **0.8.4 Manuals**

All efforts shall be made to obtain manuals for the major equipment. Four copies of manuals shall be supplied per outpost bases Kutch (Gujarat) and Sunderbans (West Bengal).

### **0.8.5 Tools**

One set of tools as per the manufacturer's standard supply shall be provided for the equipment. Tool box supplied shall contain ring and open ended spanner in complete set suitable for all the nuts and bolts used in the vessel.

## **0.9 OPERATION AND MAINTENANCE REQUIREMENTS**

Easy accessibility shall be provided as far as possible for operation, maintenance and repair of all equipment, outfit and machinery on board.

## **0.10 RULES, REGULATIONS & CERTIFICATES**

### **0.10.1 Classification**

The vessel, its scantlings and equipment shall be designed and constructed as per Indian Register of Shipping rules to meet the requirements of the notation +SU - + IY Descriptive Notes "Border Out Post" "Special Government Service" "For operations within 20 nm from coast". Builder shall provide Certificate of Building from IRS. Any renewal will done at builder cost. Construction shall be done using approved methods as per Builders Standard Practice.

### **0.10.2 Certificates**

The following certificates and documents shall be obtained by the Builder and furnished to the Owner in triplicate (one original and two copies) at the time of delivery of each vessel.

- a) Builder's certificate
- b) Certificate of Class from IRS
- c) Test certificates for propulsion system, DG sets issued by the Classification Society.
- d) Type Approval Certificates for Navigation lights as approved by IMO and issued by the manufacturer.

## **0.11 MODEL TESTS**

The hull form used is to be model tested for Resistance, Propulsion and Sea-keeping at a reputed model test laboratory.

## **0.12 INSPECTION & SUPERVISION**

### **0.12.1 General**

The Owner and Owner's representatives (IRS) shall inspect the construction of vessels at builder's premises. They shall have free access to all premises of the yard where the vessel or parts of it are being manufactured, during working hours, at their own cost and risk.

In the event that the owner's representative discovers any deficiencies in construction or material which he believes does not or will not conform to the requirements of this specification, he shall notify the builder in writing, without delay. The builder shall thereafter take effective, corrective measures within a reasonable time. If the builder does not agree that corrective measures are required, he shall notify the owners representative accordingly in writing.

Any re-work due to deviation from specification by the builder will be done at builder's cost.

### **0.12.2 Inspection of Bought out Equipment, Machinery, Etc.**

Approval of major equipment, machinery etc. shall be carried out by Owner's representative and raw materials like plates, sections, panels, etc by Builder's Inspectors.

The Builder shall, however scrutinize the relevant plans and specifications for compliance with design requirements.

### **0.12.3 Radiographic Inspection**

X-rays, ultrasonic testing and other non-destructive testing during construction shall be carried out in accordance with the requirements of Classification Society Rules.

## **0.13 PHOTOGRAPHS**

The builder shall supply periodically photographs showing the progress of work in the yard. Also, four 300mm x 200mm selected photographs, framed and glazed, of the vessel afloat and four extra photographs shall be supplied along with the vessel.

## **0.14 LAUNCHING**

The Builder shall be exclusively responsible for the safe launching of the ship.

## **0.15 TESTS & TRIALS**

### **0.15.1 General**

The vessel, its machinery, outfit, equipment, all fittings, fuelling arrangement etc. will be tested by the builder in accordance with the requirements of the Classification Society. Owner's representative shall be informed of the test and trial program. Owner's representative shall attend the test and trials at his cost and risk.

On completion of all test and trials, the results shall be submitted to the owner in the form of a booklet.

### **0.15.2 Manufacturer's Shop Test**

The vessel's machinery, equipment, fittings, etc. shall be tested or inspected or checked before installation on board the vessel at the Builder's yard as required by the Classification Society's rules and Builder's or manufacturer's standard test procedures/schedules.

The tests and trials at the manufacturer's works may be witnessed by the Owner or the Owner's representative.

### **0.15.3 Onboard, Basin Tests & Trials**

Onboard tests of machinery, equipment, apparatus and system shall be carried out after fitting out on board.

When the vessel is nearly complete and all equipment, machinery and auxiliaries have been fitted, a basin trial shall be conducted in order to demonstrate that the machinery fitted is working in compliance with the specifications.

### **0.15.4 Inclining Experiment**

When the first of the series of vessels is substantially complete, except for minor items of work, Inclining experiment and lightship calculation shall be carried out by the Builder in the presence of Owner's and Class representatives to determine the position of center of gravity of the vessel.

The test will be carried out in the Builder's yard, as per Builder's standard practice.

The result of the experiment shall be certified by Owner's representative.

For subsequent vessels of the series, inclining experiment shall not be carried out if the change in lightship weight during draft survey is not beyond IRS Rule requirement. In such cases, results for the first vessel shall be referred to for subsequent vessels as per IRS requirements.

### **0.15.5 Sea Trials**

When the vessel is substantially completed, she shall undergo sea trials as described below.

Sea trial will be carried out by the builder. Builder shall provide necessary materials and services for the operation of vessel during sea trials.

### **0.15.6 Trial Condition**

Sea Trial will be conducted by the Builder with the vessel floating at a displacement corresponding to the draft at 50% consumable (50% fuel, 50% water, 50% provision, crew and effects) at nearly even keel, in calm sea, with wind not exceeding Beaufort Scale 2 and clean bottom and propeller and any other trial condition as per IRS Rule requirements.

### **0.15.7 Sea Trial Schedule**

Sea trial will be carried out in accordance with the sea trial procedure and schedule submitted by the Builder to Owner.

Trial will consist of following:

#### **0.15.7.1 Endurance Test**

Endurance test will be carried out at trial displacement under the following conditions:

Main engine full load at max. revolutions but not to exceed 100% MCR

Duration 2 hours

Fuel Oil High speed marine diesel oil

Time required for progressive speed test at 100% MCR would also be included in the above mentioned time for endurance test.

#### **0.15.7.2 Manoeuvring Test**

The following tests will be conducted to demonstrate maneuverability of the vessel.

- a) Crash stop, ahead and astern test
- b) Astern running for 10 minutes
- c) Turning Circle Test
- 

#### **0.15.7.3. Machinery trials**

Machinery trials shall be conducted as per requirements of the specification.

#### **0.15.7.4 Anchor Trials**

Anchor trials shall be conducted to demonstrate proper functioning of windlass and anchor handling.

**0.15.7.5 Setting of Magnetic Compass-**

*Appropriate certification to be provided*

**0.16 CONSTRUCTION & DELIVERY**

When the vessel is completed, having passed the tests and certified as detailed in the specifications, the vessel with the remaining fuel and oils on board will be technically accepted by BSF ex builder's yard. Delivery schedules for the vessels shall be as per the contract.

After the vessels are technically accepted by BSF, builder shall undertake to deliver the vessels at the locations of their deployment. Builder shall supply the crew and master for the voyage and shall obtain necessary voyage permit from the MMD. The location of deployment of BOP's to be indicated by BSF Headquarters in due course.

**0.17 TRAINING**

Training for BSF personnel in the operation and maintenance of the vessel, its machinery and equipment's shall be conducted by the shipyard. Facilities of the shipyard training school shall also be utilized for the purpose.

BSF may keep a limited marine crew on board the BOP's while they are in transit so as to acquaint them with the operation of the vessel, its equipment and machinery.

**0.18 GUARANTEE**

The vessel and all its equipment and outfit shall be under guarantee for a period of 12 months from the date of delivery of the vessel ex-builder's works for quality of material, workmanship and performance.

**0.19 MAINTENANCE**

Spares shall be replaced by the builder free of cost during guarantee period of 12 months from the date of delivery of the vessel ex-builder's works.

Base and Depot spares for 5 years, shall be provided at an additional cost as per the contract agreement. This shall be ranged and scaled as per Owners requirement after obtaining spares list from manufacturers. The cost of B&D spares shall be limited to 15% of the cost of the vessels.

Supervision and maintenance including key technicians for preventive and corrective maintenance support shall be provided by the builder as per the contract.

### **0.20 ALL INCLUSIVE ANNUAL MAINTENANCE CONTRACT (AIAMC)**

After expiry of the Guarantee/Warranty period, the supplier would be under obligation to enter into AIAMC (All Inclusive Annual Maintenance Contract) for 05 years at an additional cost on mutual agreed terms and conditions.

The AIAMC will include all spares and labour costs etc of repairs, maintenance and over hauling etc of engines and other equipments as recommended by the respective OEMs including maintenance under IRS class as per clause 0.10.1. It will also include the storing/replacement of fast moving spares/parts and consumable, Anti-corrosion treatment at regular interval as well as repairs and maintenance of propulsion system and painting.

## **1. HULL STRUCTURE**

### **1.1 HULL CONSTRUCTION**

The vessel shall be of all welded type. The main scantlings for the vessel shall generally conform to the requirements of Indian Register of Shipping.

### **1.2 MATERIAL & SCANTLING**

Material of hull construction shall be mild steel conforming to IRS Grade A or equivalent. All materials used for construction shall be of good shipbuilding quality and free from defects. Scantlings not specified by the Classification Society shall be in accordance with Builders practice. The bottom and side shell thickness shall be 10% over and above the requirements specified by class considering the extended docking period for the vessel. All SS materials should be marine grade SS 316 or better.

### **1.3 CONSTRUCTION PRACTICE**

Work shall be executed under survey of the Owners representative and in accordance with the Builder's standard construction methods.

Slots, notches and air holes shall be provided where necessary in accordance with builder's practice.

Suitable drain holes shall be provided on the structural members so that sediments and residues shall not remain.

The quality control of hull construction shall be based on Builder's practice.

#### **1.3.1 Welding**

Welding procedure including edge preparation and welding scheme shall be in accordance with Builder's practice. All welding shall be continuous except for dry spaces in accommodation and Machinery space where intermittent welding may be used. Doubling plates shall be avoided as far as possible. Thickness compensation shall be by means of inserts.

Manual welding shall be executed with approved electrode or filler material.

Back gouging shall be carried out where necessary.

Outstanding distortion of hull structure after fabrication shall be rectified in accordance with Builder's practice.

### **1.3.2 Dissimilar Joints**

Dissimilar metals/material shall be joined by bolting/riveting wherever required or any other class approved method.

## **1.4 HULL TESTING**

All watertight and oil-tight compartments shall be tested for tightness in accordance with class approved testing plans.

The testing of compartments below waterline shall be carried out prior to launching. Pressure testing of tanks shall be carried out before the tank coatings are applied.

## **1.5 MAIN HULL**

### **1.5.1 General**

The hull shall be of mild steel conforming to IRS Grade A or equivalent. Transverse framing shall be followed throughout the vessel.

### **1.5.2 Shell Plating**

Stem above water line shall be of fair-formed welded steel plate construction. Side shell shall have transverse framing system with web frames.

### **1.5.3 Bulkheads**

#### **1.5.3.1 Main Bulkheads**

Under deck area of the vessel shall be divided into the following compartments by five watertight transverse bulkheads.

- Aft peak & Chain Locker (C )
- Machinery Space
- Jawans" Common Accommodation
- PO's Accommodation, Common mess for Jawan / Pos, Galley & Prov. Stores
- Magazine, Kote (Ammunition Store) & Bosun Stores
- Fore peak & Chain Lockers (P & S )
-

Transverse watertight bulkheads shall extend up to main deck and shall be of plane type with vertical stiffeners.

#### *1.5.3.2 Minor Bulkheads*

Other bulkheads shall be of plane type welded construction. They shall be of watertight, oil-tight, gastight or non-watertight construction according to requirements.

### **1.5.4 Transverses & Stiffeners**

Frames, beams and stiffeners shall be of standard steel rolled/ built up sections or flat bars.

### **1.5.5 Keel**

Keel shall be formed from a steel plate of width and thickness as required by Classification Society.

### **1.5.6 Center Girder**

A centerline girder dimensioned to rule requirements continuously welded, to run throughout the length of the vessel shall be provided.

### **1.5.7 Double Bottom**

The vessel shall have a double bottom between Aft peak bulkhead and forepeak bulkhead. In peaks single bottom construction shall be followed.

Bottom shell and inner bottom shall be with transverse framing system with solid floors, bracket floors and side girders. Access holes shall be arranged in floors and side girders. Lightning holes shall be provided in solid floors as far as possible without impairing the strength of the structure.

### **1.5.8 Tanks**

The double bottom tanks shall be used for storage of Fresh water, Fuel Oil and Black Water (Sewage holding tank). Fresh water tanks and fuel oil tanks will not be located adjacent to each other.

Petrol tank shall be provided aft of the machinery space below deck. Discharge points for petrol shall be provided on main deck.

### **1.5.9 Bottom Plugs**

Bottom plugs shall be fitted as close as possible to the lowest point of each tank and shall be kept clear of keel blocks. All tanks shall be provided with bottom plugs.

### **1.5.10 Stern**

Stern shall be of mild steel fabricated with transom.

## **1.6 DRAINAGE**

Suitable drainage arrangement shall be provided on decks where water is likely to accumulate.

## **1.7 DECK HOUSE**

### **1.7.1 Material**

The deckhouse shall be constructed of steel.

### **1.7.2 Decks**

Decks of deckhouse shall be transversely framed in conjunction with girders and pillars wherever necessary. Straight-line deck camber of 125 mm is given to the main deck at sides with a flat deck at the center.

Deckhouse top shall be of mild steel stiffened with beams and girders. The wheelhouse front bulkhead shall be inclined outwards from lower level of windows. Sufficient camber to be provided in all deck to immediate drain water to prevent water logging on the deck.

## **1.8 FOUNDATIONS**

All major machinery/equipment shall be mounted on substantial and properly constructed foundations. Smaller equipment shall be provided with pads. Foundations of machinery shall be of welded steel construction and shall be fitted on bases with girders or carlings underneath if necessary.

## **1.9 MACHINERY SPACE FLOOR PLATES**

Machinery Space shall be provided with Mild steel chequered plates as floor plates, which are held in position by suitable screws and are flush. They shall be numbered permanently for easy replacement when removed. Slots shall be provided for lifting of the chequered plates.

### **1.10 FUNNEL**

As per requirement.

### **1.11 SEA CHESTS**

Sea chest shall be provided on port and starboard sides. Strainers shall be properly secured to the hull structure. The sea chest shall be flush with shell plating.

### **1.12 HATCHES, MANHOLES & DOORS**

Doors, hatches and manhole shall be provided at convenient locations to provide easy access. Hatches, manholes and doors shall be to Builder's standards and class rule requirements.

Soft patch of adequate size be provided to suit the machinery.

Manholes shall be of size 600 x 400 mm and shall have bolted covers. Manhole covers shall be watertight/ oil tight as necessary. The name of the compartment/ tank shall be written on the cover by weld beads.

### **1.13 ANCHOR STOWAGE ARRANGEMENT**

Each anchor shall have anchor pockets to accommodate the anchor and chain lockers to stow the anchor chains. Hawse pipes shall be provided for smooth passage of anchor chains to the cable lifter of the anchor windlass.

Scantling of side shell steel plating adjacent to anchor shall be of increased thickness to account for wear by anchor handling.

## **1.4 CHAIN LOCKERS**

Two (02) off independent chain lockers shall be arranged in fore peak below the main deck port and starboard side. One (01) off aft chain locker will be at center in Aftpeak.

The chain lockers shall have a false bottom of heavy perforated steel plate. The size of chain locker shall be sufficient to have ample capacity and height for stowage of chain cables.

Each of chain lockers will have vertical heavy-duty seamless steel spurling pipe leading the anchor chain from windlass to the cable locker. Spurling pipe to have bellied ends welded with round shape mild steel cope bars to withstand rubbing from anchor chain.

Drainage of the chain lockers shall be by means of a hand operated pump.

## **1.15 PAINTING**

### **1.15.1 General**

NO PAINT SHALL BE APPLIED TO THE FOLLOWING:-

- a) Copper, brass, bronze, Aluminium, Aluminium alloy and other non-corrosive metals except where specifically mentioned in the specification.
- b) Wooden work in stores
- c) Galvanized fittings in hidden spaces and tanks
- d) Inner surface of doubling plates and steel surfaces enclosed tightly
- e) Internal steel surfaces with deck covering.

### **1.15.2 Preparation of Steel Surfaces**

All plates and sections shall be blast cleaned to SA 2.5. Prior to painting, surface shall be cleaned free from mill scales, grease, oil, moisture, salt etc. Surface shall be coated after blasting with one coat primer as soon as possible. The color of finishing coat shall be decided in consultation with the owner.

Damages on shop primer by welding, rubbing, burning shall be cleaned before touch up. Welding slag, weld splatter etc., shall be removed prior to paint application. Watertight weld lines, erection seams and butts shall be painted after testing is complete.

In general painting shall be carried out by airless spray and where this is impracticable brush or rollers shall be used. Painting work shall not be carried out under conditions of weather harmful to proper curing and drying of paint.

All exposed decks shall be given anti-skid finish with approved shade. All external surfaces of the vessel shall be given Dark Admiralty Grey finish.

Machinery Space shall be provided with heat resistant paint finish.

Machinery shall be touched up by the same color shades as necessary. Piping shall be painted with color bands to distinguish the systems.

### **1.15.3 Painting Scheme**

The painting scheme shall be suited to provide a coating life of 5 years for underwater area to extend dry docking period of the vessel. The painting scheme shall be as follows:

**(a) Bottom Shell Total DFT**

1 coat of Epoxy Red Oxide Primer	- 40 μ
1 coat of Coal Tar Epoxy Brown	- 125 μ
1 coat of Tie Coat	- 75 μ
4 coats of SPC antifouling	- 500 μ

**(b) Topsides**

1 coat of chlorinated rubber primer	- 40 μ
1 coats of chlorinated rubber high build	- 80 μ
2 coats of chlorinated rubber topside finishing paint	- 50 μ

**(c) Exposed Steel Decks**

3 coats of Epoxy Red Oxide Primer	- 120 μ
2 coat of Epoxy heavy duty non-skid paint (Dark Grey)	- 120 μ

**(d) Outside Deckhouses**

1 coat of Epoxy Red Oxide Primer	- 40 μ
1 coat of Chlorinated Rubber Primer	- 40 μ
2 coats of Chlorinated Rubber finishing paint	- 50 μ

**(e) Engine room bilges, other bilge spaces & void spaces**

1 coat of Epoxy Red Oxide primer	- 40 μ
2 coats of coal tar epoxy	- 150 μ

**(f) Area behind insulation and linings**

1 coat of Epoxy Red Oxide primer	- 40 μ
1 coat of coal tar epoxy	- 75 μ

**(g) Exposed internal steel work elsewhere**

2 coats of zinc chromate primer yellow	- 50 μ
1 coat of alkyd under coat	- 25 μ
2 coats of alkyd finish	- 50 μ

**(h) Oil Fuel Tanks**

After thorough internal cleaning the oil tanks shall be coated internally with clean lubricating oil.

**(i) Fresh Water Tank**

**FW tanks shall be coated with fresh water quality epoxy system (Total 100 $\mu$ ) approved for drinking water tanks.**

**(j) All other areas**

**All other areas shall be painted as per builder's practice.**

**(k) Machinery, Piping & Spare Gear**

**Machinery where not polished shall be carefully cleaned and two coats of oil resisting paint of approved colour shall be applied followed by a coat of clear varnish.**

**Where necessary pipes shall be painted to standard colour scheme to approval after lagging. Spare gear shall be painted or otherwise protected to approval.**

**(l) Deck Equipment**

**2 coats of alkyd finish of same shade - 100  $\mu$**

**(m) Wood**

**Wood shall be treated with varnish.**

**1.16 IDENTIFICATION MARKS, OTHER MARKINGS AND LETTERING**

**1.16.1 Ship's Name**

On each side of the bow and on the stern, the ship's name shall be marked by letters cut from 6 mm steel plate welded on and painted.

**1.16.2 Draught Marks**

Draught marks in metric units shall be located at stern and both sides of the stem. The characters shall be cut out from mild steel plates and welded on to the hull.

**1.16.3 Key and Tally Plates**

Plastic key and tally plates as per yard's standard practice shall be provided.

**1.17 CATHODIC PROTECTION**

The vessel shall be provided with Aluminium Alloy anodes welded to the hull to minimize the corrosion of the hull. Life span of the anodes shall be five years.

## 2 ENGINEERING - GENERAL

### 2.1 GENERAL REQUIREMENT

Machinery shall be supplied and installed by the shipyard in accordance with requirements of the Owner and classification society wherever applicable.

### 2.2 NAME PLATES

Name plate in English with the maker's number and leading particulars of power output and rating shall be fixed to each machine and equipment.

### 2.3 OPERATIONAL CONDITIONS

Machinery shall achieve its output and operate satisfactorily under all ambient conditions of the sea and atmospheric conditions prevailing in the operating area.

Air temperature	: 45 <sup>0</sup> C
Average machinery space temperature	: 50 <sup>0</sup> C
Sea water temperature	: 35 <sup>0</sup> C
Relative humidity	: 90 %

### 2.4 NOISE AND VIBRATION

All equipment shall be suitably mounted to minimize vibration. All diesel engines shall have arrangements such as silencers lagging and attachment devices to reduce noise heat transmission and vibrations.

The design and layout of the propulsion system including engines, shaft systems and screw propeller shall be such as to ensure that the operation will be free from the critical modes of vibration at operational speeds.

### 2.5 OIL AND LUBRICANTS

The initial filling of lubricating oil for all engines and other machinery shall be done by the yard. A lubricating oil scheme shall be prepared based on machinery manufacturer's recommendation.

## 2.6 TESTS

Test and trials shall be carried out according to program approved by the owner.

## 2.7 PIPING GENERAL

The installation and testing of all piping systems, pipes, valves and fittings shall comply with classification rules if applicable. All pipe work shall be fitted in accordance with good shipbuilding practice. All pipes and valves shall be suitably secured. All pipe systems shall be fitted with cleaning plugs and draining cocks where necessary.

All pipes shall be of material as stated in Appendix A and as approved by class and shall have sufficient bore and thickness for the purpose intended, effectively and properly supported or braced to withstand any vibrations and stresses. Piping shall be fastened by bolted steel clips to the ship structure. Where necessary, soil pipe hangers shall be welded to the ship structure and pipe bolted to the hangers by pipe clips. Suitable packing material shall be used.

Piping shall be led directly as possible with minimum number of bends and with sufficient joints/flanges to provide for easy maintenance, removal and replacement. Where piping penetrates watertight or oil tight bulkhead, decks or tank, an approved type of bulkhead fitting shall be used. In no case shall there be any plating forming part of joint or piping.

Expansion bends shall be fitted wherever necessary, to prevent damage due to thermal expansion, working of the joint or any other movements of structure. Piping to machinery shall be fitted with approved flexible connections, located as close as possible to the machinery.

Fuel and Lubricating Oil pipes shall be clear of engine exhaust and electrical equipment. No flanges or joints shall be fitted over electrical equipment and no pipes shall be fitted on top of the main switchboard. Piping in accommodation spaces shall be generally behind linings. Where temperature of fluids passing through the pipes is significantly different from ambient temperature, suitable heat insulation or lagging shall be installed.

Soil pipes shall be arranged such that they do not run through the galley or dining hall unless it is impossible to avoid doing so.

At strategic locations and where applicable temperature and pressure gauges shall be installed.

Sea inlets shall be of generous capacity to ensure that the engines obtain an adequate supply of sea water.

All piping systems shall be provided with isolating valves to provide isolation of each unit. Piping shall be thoroughly cleaned before installation and should be securely supported. All pressure gauges shall have loops. Suitable purging arrangement shall be provided in the system. The piping shall be marked in different colors as per Indian Standard.

Flush out pipes towards the sewage tank should be installed with non-return valves.

## **2.8 PAINTING**

All pipes shall be coded with bands in way of flanges and fittings.

## **2.9 LIFTING GEAR**

Lifting lugs shall be provided for pumps and items of heavy equipment which require regular overhaul. A suitable soft patch to lift the auxiliary engines shall be provided.

## **2.10 INSTALLATION DRAWINGS**

A preliminary drawing of the arrangement of machinery and a diagrammatic arrangement drawing of systems shall be prepared.

### 3. MACHINERY

#### 3.1 PROPULSION AND TRANSMISSION

Two nos. steerable rudder propellers of HRP Thruster Systems shall be provided. Each SRP unit shall comprise of following:

##### 3.1.1 Rudder Propeller

###### Technical data

- (a) Type
  - (b) Type code
  - (c) Rated power & speed
  - (d) Reduction ratio(Approx.)
  - (e) Propeller diameter
  - (f) Stem length
- Suitable capacity to meet the functional requirement of Owner and classification society, where applicable

###### Rudder propeller scope of supply

##### 3.1.2 Diesel Engines

###### Technical data

- Make
  - Model
  - Power & Speed
  - Cooling System
- Engine of suitable power & capacity of the reputed make and to be type approved by IRS.

The scope of supply for each diesel engine shall be comprised of:

- (a) Sub system : Scope of supply
- (b) Engine with : SAE 1 flywheel housing with flywheel support brackets fore and aft
- (c) Air intake system : Turbocharger engine mounted intake air filter –dry type engine mounted air intake manifold engine mounted vacuum indicator
- (d) Exhaust system with : Exhaust Manifold fresh water cooled engine mounted exhaust silencer spark arrestor type flexible connection
- (e) Fuel system with : Fuel filter duplex type fuel pump with mvs governor engine mounted fuel shutdown solenoid valve 24 V DC wire braided hose between filter and pump non return valve in supply and return fuel lines flexible hoses for fuel supply and return
- (f) Cooling system with : Corrosion resistor engine mounted thermostat fresh water pump engine mounted radiator
- (g) Lubricating oil system, c/w : Lubricating oil sump engine mounted Lubricating oil pump gear driven engine mounted lubricating oil cooler fresh water cooled integral with the engine coolant circuit. Oil filling tube with cap for engine oil sump filling  
Lubricating oil dipstick for lub oil level check engine mounted lub oil filter duplex type by pass filter
- (h) Electric system with : 24 Volt starter motor engine mounted stopmagnet alternator with voltage regulator auto shutdown on low lubricating oil pressure, high cooling water temperature and overspeed
- (j) sensors / transmitters for : Overspeed trip High fresh water temperature switch engine mounted low lubricating oil pressure switch engine mounted

### **3.1.3 Clutch, Flexible Coupling and Shafting**

The following components are mounted between HRP input shaft and diesel engine :

Flexible coupling fitted to the engine flywheel

Cardan shaft mounted between flexible coupling and HRP input shaft, if required, by design.

### **3.1.4 Hydraulic system**

A Hydraulic system is installed in the propulsion unit for Clutch Control and Steering operations. The scope of supply for hydraulic system will be comprised of:

- a) Tank unit c/w inspection cover, oil level glass, temp. Gauge, filter/breather, manometer, return oil filter with visual clogging indicator, relief valves, 24V Dc solenoid valves, all built-on top of tank.
  - b) An axial piston pump, constant delivery type, driven by a V-belt pulley, on the flywheelhouse on diesel engine.
  - c) Steering motor, built to the steering gear of the rudder-propeller. A counter-balance valve is provided to avoid uncontrolled movements of the steering system.
- Hydraulic components are connected to the central tank unit by SS precision pipes and high pressure hoses. All pipes are suitably mounted with nylon clamps.

### **3.1.5 Engine Skid & Canopy**

A Diesel engine shall be flexibly mounted on rigid steel skid using re-adjustable type vibration dampers as per Class requirements.

### **3.1.6 Fuel System**

A fuel day tank with approx. 700 L capacity to be provided. The tank shall be provided with:

Filling pipe with bronze cap

Dipstick

Water drain

Vent pipe with flame arrestor to outside canopy

Provision to clean the tank

Fuel supply line to the engine is equipped with a de-watering type pre-filter. Connection to the engine is by means of steel wire braided flexible hoses for protection. Sensors are provided for the following:

Low level

Start fuel pump  
Stop fuel pump  
High level.

### **3.1.7 Exhaust / Air Intake for Main Engine**

The exhaust piping is complete with stainless steel exhaust bellows and an 25 db(A) exhaust silencer installed on top of a canopy. The height of exhaust silencer be provided to avoid suction of exhaust air by the radiator fan.

The exhaust piping shall be fully insulated.

### **3.1.8 Electrical System**

The electrical system installed in SRP units is 24V DC insulated from the ground. It shall be fed from engine mounted alternator with built-in voltage regulator. 24V DC, Starter batteries with a capacity of 180 AH are mounted in a battery frame inside the engine canopy.

Emergency 24V DC power to ensure the operation of emergency functions is obtained from the opposite SRP units or ship's source.

### **3.1.9 Steering and Speed Control System**

An Electronic Control Unit comprising a drip waterproof box in which the PCB's are mounted for proportional Follow-Up steering. Relays and time-switches are provided for the control of the clutch. The system has built-in protections for over-and under voltage (operating range 20 – 28 Volt DC). Alarm contacts for power failure are provided in the system. The front door of the ECU is provided with:

Push –buttons for local steering control (non Follow-Up)  
Selector switch local/remote control  
Indication lamps for 'local control mode', built in the push buttons

Wiring from all electrical components on the thruster is completely installed to the ECU.

For engine speed control, a Speed Control Unit is supplied, housing a 24 Volt actuator to connect to the diesel engine governor by means of push-pull cable. The front door of the ECU is provided with:

Push-buttons for local speed control (non Follow-Up)  
Selector switch local/remote control  
Indication lamps for 'local control mode', built in the push buttons

Cables between this central box and the remote control desk are to be installed by the shipyard. Cables are excluded.

### 3.1.10 REMOTE CONTROL SYSTEM

A combined joystick type remote control system controlling twin SRP Units shall be installed in the wheel house comprising:-

1 Control Desk : A remote control 'drop-in' panel for the independent control of 2 propulsion units, is loose delivered, to be placed in the wheelhouse, in which the following instruments and controls are mounted:-

2x1 Stork Kwant controller for combined follow-up speed and steering control the clutch will be engaged just above idle speed.

2x2 Jog switches for Non-Follow-up emergency steering

2x1 Rudder angle indicator

2x1 Signal lamp 'clutch disengaged'

2x1 Starter switch

2x1 Stop button

2x1 Lub oil temp gauge

2x1 High fresh water temp

2x1 Hour meter

2x1 Digital tachometer

2x1 Lub oil pressure gauge

2x1 Cooling water temperature gauge

2x1 Alarm annunciator with test and accept buttons for:

•

(i)	main power supply	:		failure
(ii)	emergency power supply	:		failure
(iii)	cooling water temperature engine	:		high
(iv)	cooling water level engine	:		low
(v)	lub. Oil pressure diesel engine	:		low
(vi)	fuel level day-tank	:		low
(vii)	lub oil temp thruster	:		high
(viii)	lub oil level thruster	:		low
(ix)	hydraulic oil level	:		low

n) 2x1 Dimmer for illuminated instruments

o) Wiring up to central terminal

## **3.2 MAIN D.G. SET**

Keeping in view too much variation in electrical load demand during various phases of duty cycle, the vessel is provided with three nos. 65 KVA marine diesel generator sets of reputed Indian makes like Kirloskar, Greaves, Cummins, Volvo etc duly to be type approved by IRS.

In normal seagoing mode or at anchorage (BOP Location) mode, two DG sets will meet electrical demand of the vessel at about 80 % of rated capacity.

When the vessel is in maneuvering mode with windlass into operation two DG Sets will be put into service.

The prime mover for main generators shall be water cooled, four-stroke, non-reversible turbocharged or naturally aspirated marine diesel engine developing the required power. The auxiliary engine and alternator shall be coupled together via suitable coupling to avoid torsional vibrations. The diesel engine and alternator shall be mounted on a common base-frame.

The D.G. sets shall be water cooled with water supplied through tapping taken from sea main line of the ship.

## **3.3 MACHINERY SYSTEMS**

### **3.3.1 Fuel Oil System**

#### **Fuel oil Transfer System**

The fuel oil transfer system shall be fitted with one electrically operated screw pump of capacity 2.5 Cu.m/Hr @ 2.0 bar. Pump suction side shall be connected to each main storage tank and delivery side @ 200 litre capacity to daily service tanks in engine room and ME fuel oil sump tanks on main deck. Fuel oil filling connection shall be arranged on main deck port and starboard, with a flanged connection to suit the hose of the bunkering jetty. The necessary filters to ensure a supply of clean fuel to the main engine shall be provided. The pumps shall be fitted with pressure gauges and relief valve.

In addition to this, one semi-rotary hand pump of capacity 50 LPM @ 15 MWC shall be provided for emergency fuel transfer duty in engine room and for fuel supply to the main engine sump tanks on main deck from the fuel main.

#### **3.3.1.1 Fuel Oil System for ME and AE**

Each of main engines shall draw fuel supply line from its integral sump tank provided below crank-case. The excess fuel from fuel oil injector pump shall be returned to the respective fuel oil sump tank of the engine.

Fuel shall be supplied to auxiliary engine from fuel oil daily service tanks. Port and starboard daily service tanks shall be interconnected by fuel main to facilitate supply to any aux. Engine from either tank.

Fuel shall be delivered to the auxiliary engine from the FO daily service tanks via quick closing remote controlled valves. Each auxiliary engine's fuel feed pump shall deliver fuel from the fuel main to the engine injection pump. Excess fuel from auxiliary engine injection pumps shall be returned to their respective FO service tank.

Each aux. engine fuel feed pump shall supply fuel from the fuel main via filter to the engine fuel system.

### **3.3.1.2 Lubricating Oil System**

Lubricating oil system for main engine SRP unit gearbox and Aux. Engines shall be in accordance with manufactures recommendations. A loose lubricating oil storage container of total capacity 200 Litres and one SR hand pump of 50 LPM @ 15 mwc shall be provided inside Machinery Room.

Dirty oil from auxiliary engine shall be drawn by Aux. Engine manufacturer supplied special purpose portable hand pump and delivered to the loose dirty oil tank in the engine room.

Dirty oil from main engines and SRP unit gearbox shall be drawn by special purpose portable hand pump and delivered via flexible hoses to the loose dirty oil storage barrels stowed on main deck for subsequent delivery to the shore.

The transfer of sludge / dirty oil from engine room to the shore shall be done by one off semi-rotary hand pump of 50 LPM @ 15 mwc installed in engine room.

### **3.3.2 Engine Cooling System**

#### **3.3.3.1 Sea Water Cooling System**

Two nos. sea chests shall be provided in Machinery Space for supply of sea water to main engine, aux. engine, Bilge/ GS / Fire Pumps and SW pumps for A/C plants. Both sea chests shall be fitted with Gunmetal globe valves, mud boxes etc.

Main & Aux. engine driven sea water pumps shall supply sea water from sea main to fresh water cooler and then overboard.

#### **3.3.3.2 Fresh Water Cooling System**

F.W. Cooling system for M.E. shall be closed circuit system supplying fresh water using Engine driven F.W. cooling pump to after cooler, crank case jacket, exhaust manifold casing and turbo charge housing and radiator.

### **3.3.4 Starting system**

Engine shall be electrically started via 24 volt DC starting motor connected to the engine. For additional details refer paragraph 6.4.

### **3.3.5 Air intake and exhaust system**

#### **3.3.5.1 For Main Engine**

Each engine shall have turbo-charged after-cooling arrangement for air intake system. The exhaust gas from each engine shall be led to atmosphere through separate pipe for each engine. A marine type silencer shall be fitted on exhaust pipe of each engine.

#### **3.3.5.2 For Auxiliary Engine**

The auxiliary engine shall be turbo-charged or naturally aspirated. The exhaust gas shall be led to atmosphere through heat insulated exhaust pipes and silencers fitted inside machinery space / funnel.

## **3.4 SHIP'S PIPING SYSTEM**

### **3.4.1 Air Sounding and Filling System**

All air, sounding and filling pipes shall be installed as per standard shipbuilding practice. Void spaces and fresh water tanks shall be vented by goose neck air vent. They shall also act as a overflow pipe for fresh water tanks. Fuel oil and lube oil tanks shall be vented by Ball type vent valves. Filling station with spill coaming shall be provided on main deck for fuel oil bunkering lines.

Sounding pipe shall be provided for all tanks. The pipes shall be arranged as vertical as possible and shall terminate flush with the deck and fitted with brass plugs engraved in Roman and English with the tank number of purpose. The head of sounding pipe shall be of screwed brass caps. Size of sounding pipe shall not be less than 40 mm.

Striking pads shall be fitted below the lower end of each sounding pipe.

### **3.4.2 Bilge System**

Bilge system shall be served by two nos. centrifugal, self-priming, fire, Bilge and GS pumps of capacity 25 Cu.m/Hr @ 35 MWC.

A normal bilging system incorporating necessary valves, mud/strainer boxes and valve chests to serve machinery spaces bilges shall be provided.

Void spaces, Aft Peak spaces and Bosun Store shall be provided with suitable number of bilge suction points. Each suction point shall be provided with suction funnel and a foot valve with a strainer. Bilge pipelines shall be led to suitable location on the main deck with blank flange for semi-rotary hand pump connection for overboard discharge. 3 Nos SR Hand pumps of 50 LPM @ 15 MWC shall be supplied for the purpose.

### **3.4.3 Fire Main System**

The fire main system shall be served by either one of pumps specified at 3.4.2. Branch lines from fire main lines shall also be led to Sewage tank washing nozzle, on the upper deck. 65mm isolating valves with 65 mm instantaneous female coupling connection shall be provided as necessary for the service, washing decks. At each fire hydrant, a hose length of 15 meter shall be provided. Each hose shall be fitted with 65 mm male instantaneous coupling at one end and spray/jet type nozzle at other end. Complete assembly of hose length and nozzles shall be stored in a box fitted near each fire hydrant. Adequate no. of fire hydrants shall be provided for exposed decks, living quarters, Machinery Space and aft peak.

### **3.4.4 Fresh Water System**

Fresh water system shall consist of two fresh water pumps with auto start / stop arrangement (1 working, 1 standby) of capacity 3.0 cu.m/ hr. @ 20 MWC. Fresh water shall be distributed to toilets, sink in day room, windscreen washing water jet, and geysers in showers (for details, refer 5.7.3.1 to 5.7.3.4). The system shall also supply drinking water in accommodation and galley. One over head tank capacity 500 ltrs be connected with FW pump for gravity feeding system to bath room/toilet/galley etc.

One Reverse Osmosis (RO) Plant (water purifier) having the capacity of 500 liters per day shall be provided.

Two fresh water filling points (one port and one starboard) complete with 5 m long flexible hose with suitable couplings shall be provided on the main deck.

Attachment valves and hose collars to be fitted at port and STBD side to provide FW to other crafts.

### **3.4.5 Sanitary Supply and Discharge System**

Vessel shall be fitted with a suitable capacity marine grade sewage treatment plant along with holding tank for treating black and grey waters.

### 3.4.6 Petrol Distribution System

Z line Fuel dispenser, standard duty, delivery rate 45 litres per minute to be provided and suitability located. One HSD pump arrangement to be provided to supply HSD to associated vessel like FAC, Medium craft, mechanized boat etc.

### 3.5 VENTILATION SYSTEM

Mechanical Ventilation System comprising supply and exhaust fans of adequate capacity as detailed below shall be provided. Special care shall be taken in designing the system for Machinery Space so that the temperature is kept under control when both the auxiliary engines are operating at their rated capacity. The machinery space supply fans shall be provided with remote stop arrangement. Ventilation fans for the accommodation area will be provided with remote switching off facility from the bridge.

Compartment	Type of Fan	capacity	Qty. nos.
Aft peak void space	e	As per requirement	01
Machinery Space	S	As per IRS requirement	02
SOs" CABIN	s	-do-	02
Jawans" accomm. on TANK TOP	E	-do-	04(2 each front and astron)
Galley	E	-do-	01
Magazine & Kote	E	-do-	01
Common mess	e	-do-	01
Recreation room	e	-do-	01
Crew & SO's toilet	S	-do-	01
Captain's & VIP's attached (mdk)	E	-do-	02
WHEELHOUSE	S	-do-	02

Natural air supply for Magazine and Bosun Store shall be through hatches / cowl vents on the upper deck.

### 3.6 AIR-CONDITIONING MACHINERY

In order to have ease of operation, simplified maintenance and economy of electric power consumption on board BOPs individual split type / window air-conditioners will be provided for officer's Cabins, VIP Cabin, Officer's Mess & wheelhouse as follows: -

Compartment	Type & capacity of air-conditioner	Qty.nos.
Captain's cabin main deck stbd	1.5 TR split a/c	1
VIP cabin main deck port	1.5 TR split a/c	1
Officers' mess main deck	1.5 TR split a/c	1
Wheel house	1.5 TR split a/c	2
SOs'' cabin	1.5 TR split a/c	3
Jawans'' Accommodation	1.5 TR split a/c	8
Common Dining room	1.5 TR split a/c	4
Recreation room	1.5 TR split a/c	2
BOP Comdr Cabin	1.5 TR split a/c	1
Communication room	1.5 TR split a/c	1
Note : all a/c UNITS to have rotary compressor		

**Border Out Post For Border Security Force - Project no.P99-18**

**MATERIAL SPECIFICATIONS FOR PIPING SYSTEMS**

SR. NO.	SYSTEM DESCRIPTION	TEST PR. BAR	P I P I N G D E T A I L S			V A L V E S D E T A I L S			
			J O I N T D E T A I L S			SURFACE TREATMENT	TYPE	M A T E R I A L	
			MATERIAL	40 NB & ABOVE	32 NB & BELOW			BODY	DISC/SEAL RING
1	O.B.D. & Sea Tubes	10	Seamless Steel Extra Heavy	Flanged	Flanged	Galvanised	Globe ,SDNR or Storm	G.M.	G.M.
2	S. W. Cooling system for Engine Room	4.5	Welded steel Heavy Class	Flanged	Cone union	Galvanised	Ball / FB, Plug or NR ,Butterfly	C.I./ G.M.	Bronz/S..S.
3	F. W. Cooling system for Engine Room	4.5	Welded steel Heavy Class	Flanged	Cone union	Galvanised	Gate, Globe or NR, Butterfly	C.I.	G.M.
4	Exhaust system	2.5	Welded steel Heavy Class	Flanged/welded Sleeve	-	Galvanised	-	-	-
5	Fuel oil transfer	4.5	Seamless steel sch 40	Flanged	Cone union	Pickled	Gate, Globe or NR, Butterfly	C.I./ G.M.	G.M.
6	Fuel oil supply system	9	Seamless steel sch 40	Flanged	Cone union	Pickled	Ball V/V Quick closing	C.I./ G.M.	G.M.
7	Lub. Oil system	6	Seamless steel sch 40	Flanged	Cone union	Pickled	Gate, Globe or NR, Butterfly	C.I./ G.M.	G.M.
8	Bilge & Ballast System	5.5	Seamless steel sch 80	Flanged/sleeve coupling	-	Galvanised	Globe Valve Valve chest	C. I. Steel/C..I.	G.M.
9	Air,filling & sounding system	static pr.	Welded steel Heavy Class	Flanged/welded sleeve	Flanged/welded sleeve	Galvanised	Vent valve	C.I./or G.M.	G.M.
10	Fire & Deck Wash system	5.5	Seamless steel sch 40	Flanged/screwed union	Screwed union	Galvanised	Ball, Plug, Relief	C.I./ G.M.	G.M.
11	Domestic S.W. system	4.5	Welded steel Heavy Class	Flanged	Screwed coupling	Galvanised	Ball, N.R.	C.I./ G.M.	G.M.
12	Domestic F.W. system	4.5	Welded steel Heavy Class	Flanged	Screwed coupling	Galvanised	Globe	C.I./ G.M.	G.M.
13	Scupper and discharge	Static pr.	Welded steel Heavy Class	Flanged/butt welded	Flanged/butt welded	Galvanised	Ball w/v Storm w/v	C.I./ G.M.	G.M.
14	Soil and scupper system in accommodation	Static pr.	Welded steel Heavy Class	Flanged	Flanged	Galvanised	Ball w/v	C.I./ G.M.	G.M.

**\*\* Sr No 11 & 12: All Domestic pipelines shall be made of Stainless Steel (SS)/ HDPE**

## 4. SHIP'S OUTFIT

### 4.1 DECK MACHINERY

#### 4.1.1 Anchor Windlass

The vessel shall be provided with total 03 Nos. Electrically operated anchor windlass, each with capacity to give line pull of 24 KN at a speed of 10m / min and 12 KN at a speed of 20m / min) 720 / 1440 R.P.M. input speed of electric motors.

Anchor windlass shall be duly tested and stamped by IRS at supplier's works before delivery. The forward 02 Nos and aft ~~02~~ 01Nos Windlasses will be with warping drum on outboard side.

Each electric motor driven windlass will be comprised of:-

One (01) off M.S. fabricated totally enclosed stress relieved splash lubricated helical / spur reduction Gear Box with gear and pinions of suitable rated steel having machine cut teeth, high speed shafts mounted on antifriction bearing and main shaft on bronze bushes with grease / oil lubrication. Gear Box will be fitted with inspection cover, Oil inlet cum breather, Drain plug and Oil Level Indicator.

One (01) off cast steel gypsy suitable for 24 mm diameter CC2 Grade stud link chain (as per IRS rules) suitably lined with bronze bushes and mounted on main shaft.

One (01) off cast steel warping head fitted with keys at outboard end of Anchor Windlass.

One number main shaft material En-8/En-9 thoroughly machined.

One (01) off dog clutch with engaging & disengaging arrangement for gypsy.

One (01) off chain reliever M.S. fabricated mounted on the under base.

One (01) off manually operated band brake adequately rated with class approved make brake lining.

One (01) off M.S. fabricated pedestal fitted with bronze bushes.

One number slipping clutch suitably rated with brake lining.

One number M.S. fabricated under base on which gearbox along with motor, pedestal etc. are mounted.

One (01) off chain stoppers suitable for 24 mm diameter CC2 Grade stud link chain.

One (01) off marine duty two speed electric motor capable of giving above mentioned line pull at input speed of 720 / 1440 R.P.M. Electric motors shall be IRS approved marine duty TEFC induction motor with IP-56 protection, class F insulation, duty rating of S2 – 30 minutes, suitable to work on 415V, 3 Ph, 50 Hz electric supply. Motor will be fitted with slip clutch on driving end & electromagnetic brake on non-driving end of motor.

One (01) off control panel in IP56 sheet metal enclosure for mounting above deck, containing isolator switch, fuses, relays, contactors, overload relay, timer, transformer, rectifier, heater etc. for controlling the motor in both the speed and direction at rotation.

No. Torque Limiter device to be provided.

One set of installation tools.

- 

#### 4.1.2 Anchor

The anchor and chain cable shall generally be in accordance with the requirements of Classification Society.

Bower Anchors : Four stockless anchors of 780 Kg each. (2 anchors on Bow and 1 on Stern)  
Anchors shall be hoisted / lowered by means of chain cables.

Anchors shall be secured to bolsters made of steel pipes welded to the hull.

#### **4.1.3 Anchor Chain**

Anchor chain lengths shall be provided as per IRS Rules for vessels.

Each anchor shall be provided with 110 meter (Four lengths) of 24 mm diameter CC2 grade stud-link chain joined by suitable intermediate and end shackles as required by Class.

#### **4.1.4 Mooring Fittings**

Mooring equipment shall be provided commensurate with the requirements of the vessel of this size. Four Nos. double bollards shall be provided on each side of the vessel to facilitate berthing of patrol boats. Roller fairleads shall be provided to lead the mooring rope to the warping heads. Sizing of mooring fittings shall be in accordance with the breaking strength of the mooring rope.

The following Mooring lines and Towline shall be provided.

- a) Mooring Lines: 4 Nos. Polypropylene ropes each 120 m length; 69 KN Minimum Breaking Strength.
- b) Tow Line: 1 No. 180 m length; 150 KN Minimum Breaking Strength. Steel wire rope conforming to IS: 2581.

#### **4.1.5 DAVIT**

2 Nos electrically operated Davit having capacity of 2.5 ton should be installed at the deck to lift up and down the daughter boats. Davits to be built under IRS certification.

### **4.2 RAILingS, Fenders & mast**

#### **4.2.1 Rails and Stanchions**

3 course Guard rails with flat bar stanchions shall be provided on the main deck, 01 deck and on the bridge deck. Top rail shall be of 32mm dia. steel pipe and the other rails shall be 20 mm dia. steel round bars Railings shall be made collapsible where it obstructs the working of the Guns. Removable Chain Link shall be provided at the embarkation points for speed boats etc. Height of the railing shall be 1000 mm above deck. Stanchions shall be spaced 1.50 m apart. However, all rails and stanchions should meet classification society requirement, wherever applicable.

#### 4.2.2 Fenders

Tyre fenders of about 1 m dia. shall be provided at classification society intervals along the sides of the vessel.

#### 4.2.3 Mast

A suitable mast of adequate strength shall be provided on the wheelhouse top which will house Masthead light, NUC lights, Anchor light and ensign staff. Provisions for Navigational shapes shall be provided on the mast. Provision of folding of Mast shall be catered due to restriction encountered while vessel underway in sundervan area.

#### 4.2.4 CRADLE

4 Nos Cradle with boat securing arrangement is suitably designed for daughter boat's hull and welded on the main deck in the suitable place and direction so that the davit can lift up and place the daughter boat.

### 4.3 LIFE SAVING EQUIPMENT

SOLAS Life Saving equipment approved by IRS/IACS/Administration shall be provided. The daughter speed boats shall also be considered as life-saving equipment.

Item	Quantity
Buoyant Apparatus (12 person capacity) Transferable type	2 Nos.
Life Buoys	2 Nos.
Life buoys with lines	2 nos.
Life Buoys with lights & Smoke Signals	2 nos.
Life buoys with Self-Igniting Lights	2 nos.
Life jackets (SOLAS Grade), foam type	40 nos.
Distress signals	1 set
Line throwing apparatus	1 no.
Boat hooks	2 nos.
First-Aid Kit boxes with medicines (Deluxe size)	1 no.
Lifeline	2 nos.
Stretcher (Neil Robertson with lifting harness)	1 no.

4 Nos. Electrically operated single arm davits shall be provided on the main deck to facilitate handling of the "daughter" speed boats. The davits shall be fixed type welded/bolted to the foundation on deck. Arrangements to stow the four boats on main deck shall be provided.

#### 4.4 FIRE FIGHTING EQUIPMENT

Fire fighting equipment are to be provided as per class requirements.

Motor driven fire pumps shall be provided as described in paragraph 3.3.2.

One No. Diesel driven emergency fire pump with required set of suction delivery hoses shall be provided. This shall have a capacity of 20 cum/hr. at 35 MWC. The emergency fire pump shall be kept on a trolley and shall be located on the main deck.

The following provisions shall also be provided to reduce fire hazard:

Quick closing valves are provided which can be closed from outside the machinery space.

Engine room ventilation fans are fitted with remote stop.

Accommodation ventilation fans are provided with switching off arrangement from the bridge.

Cables of low fire hazard are used when passing through areas of high fire risk.

Fire Hydrants shall be provided on exposed deck, living quarters and machinery space. The fire hydrant shall be with 65mm instantaneous female coupling connection shall be provided. Stop valves shall be provided as necessary. At each fire hydrant, a flexible hose connection of 15 m hose is provided. Hose boxes shall be made of fibre-glass for exposed decks. In engine room, hose rack shall be provided.

One no. International Shore Connection shall be provided on the vessel. Fire fighting equipments shall be provided as per Class requirements.

Item	Qty	Location
Bronze fire hydrants with isolating valves	4	Machinery space-1, Main deck-3
Canvas Fire Hoses, 65 m dia.	4	Rubber lined, single jacketed, 1 for each hydrant
Spray/Jet Dual Purpose nozzles	4	1 at the end of each hose. 2 nos. with 12 mm nozzles and 2 nos. with 19 mm nozzles.
Portable Soda Acid Fire Extinguishers (9 litre capacity)	8	Above Deck accommodation – 01, Below deck accommodation – 2, Bosun Store – 1 For Daughter boats-04
9 Ltr. Portable Foam Fire extinguishers	8	Machinery space-2, each canopy-2, Magazine/Kote - 2
Portable D C P Fire Extinguishers (4.5 Kgs)	7	Galley -1, Wheelhouse -1, Machinery space - 1. For Daughter boats-4
Non-portable foam type extinguisher (45 litres)	1	In machinery space
Fire axe	1	
Fire Buckets	6	G.I. buckets painted red.
Sand box with scoop (Capacity 0.075 cum.)	1	In Machinery space

## **4.5 HATCHES AND MANHOLES**

### **4.5.1 Hatches**

Access hatches and deck openings shall be as shown on the GA plan. The following weathertight hatches with 150 mm coaming shall be provided for access to under deck spaces.

- Fore peak/ Bosun Store Hatch
- Machinery space escape hatch
- Crew accommodation escape hatch (additional hatch should be provided as there is open type window in under main deck)
- Hatch to Magazine and Kote

Hatches shall be with a clear opening of 700 x 700 mm.

Hatch covers shall be of steel and hinged type and fitted with synthetic rubber gaskets and clampings.

### **4.5.2 Manholes**

Oil tight or watertight manholes shall be fitted on deep tanks, void spaces, etc. One manhole just above the valve attachments of sewage tank and flush out of toilet to be provided.

Size of manholes shall be generally 600 x 400 mm.

Manhole covers shall be of steel plate and fitted with synthetic rubber gaskets and fixed with steel stud bolts and nuts.

## **4.6 WINDOWS, SCUTTLES & DOORS**

### **4.6.1 Windows & Scuttles**

Two of wheelhouse side windows shall be partly fixed and partly open-able type. (Opening outwards, top hinged with locking from inside). Other wheelhouse windows shall be fixed type. The center window shall be fitted with clear view screen and rest of the front windows shall be fitted with wipers. Accommodation windows shall be open-able type outwards. (Side hinged L.H. & R.H. opening welded windows as per Table 9 of IS 8886 part1) The below main deck cabins shall be provided with fixed scuttles with additional ventilation system.

Window curtains shall be provided for each rectangular window in cabins and public spaces.

Windows and scuttle are to be IRS certified.

Window and scuttle sizes shall be as follows:

Wheelhouse windows - 1100 x 800 mm Nominal Size, 15 Nos.

Accommodation Windows- 400 x 560 mm Nominal Size, 9 Nos.  
Scuttles - 250 Dia., 8 Nos.

#### 4.6.2 Doors

Watertight steel doors shall be provided for the following spaces:  
Ammunition Store/Magazine & Kote  
Crews Accommodation

One Weather tight wooden door with window on the upper half shall be provided for access into the wheelhouse. Weather tight steel doors shall also be provided for entry into ATU room and to the Machinery space from main deck. Entry doors to the deckhouse on port and starboard sides shall be weather tight with proper door closing arrangement. Door opening shall generally be 1600 x 600 mm. This shall be increased to 1600 x 700 mm for watertight door to Kote.

Weather tight doors on main deck and upper decks shall be provided with pad locks. Doors to accommodation cabins shall be made of plywood. Galley door shall be of steel. Adequate stopper and hold back arrangement shall be provided for hinged doors. All Cabins and toilets shall be provided with panel/composite doors of opening size 600 mm. Jawans' toilets shall be provided with plywood flap doors. Showers for Jawans' shall be provided with Curtains.

### 4.7 LADDERS AND STAIRWAYS

#### 4.7.1 Deck Ladders and Stairways

Inclined steel ladders or stairways shall be arranged in accommodation spaces and elsewhere as shown in the GA plan.

Ladder with chequered steel steps and polished steel handrails shall be fitted for access to engine room. Slope of the ladder shall be such that a man can go up and down without much difficulty.

#### 4.7.2 Vertical Ladders

Vertical ladders shall be fitted for access to wheelhouse top, Emergency exit from engine room, access to Kote, escape hatch to below deck accommodation and elsewhere as required.

Rung ladders shall be provided for double bottom tanks and void spaces.

### 4.8 Insulation and Lining

Captain and VIP cabin side walls,	50mm thick MFRB insulation
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Passage inside main deck accommodation, Wheelhouse	with 9.5 mm panel laminated on visual side
Side walls of SO's cabin, SO's mess, Jawans" mess, Galley, Provision Store, Jawans" accommodation side walls	50mm thick MFRB insulation with 9.5 mm panel laminated on visual side

Free standing partition bulkheads shall be made of 20 mm thick panels laminated on the visual side. BOP commanding officer's partition shall be half height glass paneling.

#### 4.9 CEILINGS

Ceiling shall not be provided in galley and provision store. Other living spaces shall be provided with 6mm thick panels with lamination on visual side.

#### 4.10 FLOORING

Tefrotex 60L underlay and PVC tiles are provided in non-wet area. Tefrotex 60L underlay and ceramic tiles are provided in wet area.

Sanitary spaces, Provision store, galley	Ceramic Tiles Nonskid
Crews Cabin, Crews mess, SO's Mess, BOP Office, SO's Cabin	PVC tiles
Captains Cabin, VIP cabin, Officers Mess	PVC tiles
Wheelhouse	Rubber Grating
Showers	Rubber Mats.

#### 4.11 MISCELLANEOUS MARKING

Name plates of rooms, valves, pipeheads, etc., shall be written in English and fitted where necessary. All doors shall be provided with stainless steel name plates. Vessel's Call letters shall be engraved in brass plate and shall be kept in wheelhouse. Inside machinery space, all name plates shall be of engraved brass plate.

#### 4.12 CANVAS COVERS

Canvas covers of waterproof quality shall be provided for the following:-

- a) Davit winch drums
- b) Anchor winch drums
- c) Navigational Equipment

- d) Control consoles of deck machinery
- e) Magnetic Compass
- f) Search Lights
- g) Speakers
- h) Daughter crafts

#### **4.13 WORKSHOP EQUIPMENT**

A small workshop shall be provided inside the machinery space. The following equipment shall be provided in the workshop:-

- a) No. working table
- b) 8-inch Bench Vice with drawers under
- c) Standard Tool Box
- d) 200 mm wheel size Portable Grinder
- e) Hand Drill

## 5. ACCOMMODATION OUTFIT

### 5.1 GENERAL

In order to reduce the visual profile of the vessel majority of the accommodation has been provided below deck. Wheelhouse has been positioned to provide good overall visibility. The blind zone for the ship shall not be more than two ship lengths.

Provisions required for complete blackout of the vessel shall be catered to. Spotlights shall be provided wherever required. Black curtains shall be provided for windows to be used at the time of blackout. Accommodation spaces shall be provided with two escape routes.

Accommodation shall be arranged for Officers and Crew as shown in the GA plan for the following personnel:

Captain	Air-conditioned cabin with attached toilet and mechanical ventilation
VIP	Air-conditioned cabin with attached toilet and mechanical ventilation
Subordinate Officers (6 person)	Air-conditioned Common cabin with mechanical ventilation with toilet
Jawan's (30 person)	Air-conditioned Dormitory accommodation with mechanical ventilation with separate toilet room.

Dipole antenna is provided

Awning arrangement on the deck shall also be provided. Provision of suitable marine satellite TV network system of coastal range for recreation & news update.

#### 5.1.1 Arrangement of Accommodation

Accommodation shall consist of the following rooms as shown in G.A.:

Below Deck Area with Air-conditioning and Mech. Ventilation System:

- 30 Jawns' Dormitory with split AC
- Jawns'' Common Mess with split AC
- Jawns'' Toilet with (Mech ventilation)
- 6 SO's Common Cabin with split AC
- SO's Toilet with (Mech ventilation)
- Galley (Mech. Ventilation)
- Provision Store & Deep Freezer Room (Mech. Ventilation)

On Main Deck:

- Mess/Recreation Room for Officers with split AC.
- Recreation Room for Jawns' with split AC.
- Captain's Cabin, with attached Toilet / Shower with split AC.
- VIP Cabin, with attached Toilet / Shower with split AC.

- Officers Mess / Recreation Room with split AC.

#### Bridge Deck

- Wheelhouse with split AC
- BOP Commander office /Signal Room with split AC

### **5.2 ACCOMMODATION**

Bunks shall be arranged in the fore and aft direction as far as possible.

Eight Nos 2000 x 1000 x 100 mattresses of polyurethane foam for officer's bed covered with furnishing cloth of shade approved by Builder shall be provided.

Thirty nos. 2000 x 800 x 100 rubberized coir mattresses covered with furnishing cloth of shade approved by builder/owner, shall be provided.

### **5.3 SANITARY AND PLUMBING FIXTURES**

All plumbing fixture shall be of reputed ISI approved brand and all exposed metal fixtures, accessories in sanitary spaces shall be chrome-plated brass or equivalent.

Wash basins for use of Jawans' shall be of stainless steel and fitted with running water faucets. Water closets for Jawans' use shall be of Anglo-Indian type made of vitreous china and fitted with flushing valves in water supply. Water closets for officers, VIP and subordinate officers shall be European type made of vitreous china. Water closet seat shall be of heavy plastic.

Showers shall be fitted with chrome plated wall type heads, and soap dishes.

The sinks in galley shall be made of stainless steel and shall be provided with heavy duty water faucets and drainage fittings. The faucets shall be screw opening type.

### **5.4 WHEELHOUSE**

Wheelhouse shall be provided above main deck.

Wheelhouse windows, funnels, etc shall be arranged to have good all round view. All controls shall be in wheelhouse.

Wheelhouse shall be air-conditioned. One wall-mounted fan shall be provided.

### **5.5 WHEELHOUSE EQUIPMENT**

Propulsion Unit controls mounted on the console shall be provided. Navigation compass of approved make shall be provided. The following fittings shall be provided in wheelhouse:-

- One Marine Clock

- Electric Whistle
- Electric Wipers with one clear view screen
- Audio-visual alarms for propulsion machinery as provided by supplier
- One Marine Barometer and one binocular
- One chart table in wheelhouse with equipment (parallel rulers and 2 sets of compasses, dividers, rules) and adjustable lighting and navigational charts.
- One set of signal flags with list.
- One set National Flag.
- **Min. 3** nos. chairs, 1 of them to be revolving type
- 

## 5.6 Stores

Stores shall be arranged as shown in the GA plan. Each store space shall be provided with shelves, lockers and good ventilation.

## 5.7 FURNISHINGS

### 5.7.1 General

Design and size of the furniture shall be in accordance with the Builder's or Manufacturer's standard practice.

Steel furniture shall be of commercial quality.

### 5.7.2 Galley

Galley shall be furnished appropriately. Suitable working space shall be provided under each piece of deck-mounted equipment. Dresser with SS tops shall be provided in the galley. The following equipment shall be provided in the galley.

• Cooking Range with 4 nos. Hot plates each of 4 kW and 1 Oven of 4 Kw – 1200 x 900 x 900	• 1 No.
• Pressure cookers (Capacity 10 litres)	• 3 nos.
• Calorifier @ 15-litre capacity	• 1 no.
• Wall clock	• 1 no.
• Working Table with SS Top and cupboard under	• 2 nos.
• Exhaust/Fresh Air Intake Blower	• 1 no.
• 290 liters Refrigerator	• 1no.
• Service Window	• 1 no.
• Water cooler with filter and RO suitable for 40 personnel's on board (outside the Jawans" mess room )	• 1 no.

#### 5.7.2.1 Galley Inventory

Galley inventory shall consist of the following:-

RICE BOWLS (SS) WITH COPPER BOTTOM	6 NOS.
SS QUARTER PLATES	40 NOS.
SS LADLES	6 NOS.
SS RICE PLATES WITH SERVING SPOON	6 NOS.
SS KNIVES	4 NOS.
SS DONGES WITH SERVING SPOONS	6 NOS.
SS FRYING PAN WITH COPPER BOTTOM WITH SPATULAS	4 NOS.
SS KATORIES	80 NOS.
ELECTRIC KETTLE (2 LTRS)	4 NOS.
SS TABLE KNIVES & FORKS	40 NOS.
SERVICE SPOON	40 NOS.
SS TEA SPOON	40 NOS.
CAFETERIA TYPE TRAY	6 NOS.
SS JUG (5 LTRS)	3 NOS.
SS JUG (2 LTRS)	6 NOS.
SS DRINKING GLASS	40 NOS.
CAN OPENER	2 NOS.
SS THERMOS FLASK(2 LTRS)	4 NOS.
COOKS KNIFE SET	1 SET
CHOPPING BOARD	1 NO.
Dinner set	1 No
Tea set with 12 Nos cup Saucer	1 No
Hot case capacity for 2 person	4 Nos
<b>Thermos/flasks 01 ltr capacity</b>	8 Nos
<b>Drinking glass(glass)</b>	24 Nos
<b>Casserole big size</b>	06 Nos

### 5.7.3 Provision Store

Provision Store shall be provided below deck near Galley. 4 nos. deep freezers each of about 480-litre capacity shall be provided in the Store. Racks shall be provided for storage of provisions.

Dry provision store shall be provided next to the provision store.

### 5.7.4 Mess and Recreation Rooms

<b>Officers' mess and recreation room shall have the following:-</b>	
Mess Table (Wooden Round) fixed	1 no.
Dining Chairs, Wooden with cushion	2 nos.
Sofa, 1400 x 570 mm	1 no.
Book Case	1 no.
Wall clock	1 no.

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DVD player and LED Flat TV 32 inch	1 no. each
Stand for TV &DVD	1 no.
Storewel minor (with 3 adjustable shelves)	1 no.
Mirror Large	1 no.
Bulletin Board	1 no.
Black Canvas Roll	1 no.
Ash trays	2 nos.
Wall Mounted Fans	1 no.
Radio/ MP3/4 player	1 no.
Wash basin, Vitreous China	1 no.
Door Mat	1 no.
PC with printer	1 set
<b>SOs' Mess shall be provided with the following:-</b>	
Mess Table (4 men) fixed	1 no.
Chairs, Moulded chairs with cushions	4 nos.
Book Case	1 no.
Wall Clock	1 no.
LED TV 32 inch with Stand & DVD player	1 no.each
Mirror- large	1 no.
Bulletin Board	1 no.
Ash Trays	2 nos.
Wall Mounted Fans	1 no.
Black canvas Roll	1 no.
Radio (AM/FM)/player	1 no.
Dish Locker	1 no.
Wash Basin (Vitreous China) with water connection	1 no.
Sofa, 1800 x 570 mm	1 no.
Door Mat	1 no.
<b>Jawans" Common Mess shall have the following:-</b>	
Mess Table fixed	2 nos.
Chairs (Moulded plastic)	16 nos.
Book Case	1 no.
Wall Clock	1 no.
DVD player advanced version	1 no.
LED Flat TV- 32 inch	1 no.
Cabinet for TV & DVD Player with drawer under	1 no.
Mirror- large	1 no.
Bulletin cum Notice Board	1 no.
Ash Trays	4 nos.
Wall Mounted Fans	2 nos.
Radio (AM/FM)/Cassette Player	1 no.
Dish Locker	2 nos.
Refrigerator 100 litre	1 no
Wash Basin (SS) with water connection	2 nos.
Sofa, 1800 x 570 mm	1 no.
Sofa, 1400 x 570 mm	1 no.

Doormat	1 no.
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### 5.7.5 BOP Commander Office

BOP Commander office shall be provided with the following:

Flat Top Desk fixed	1 no.
Book Rack/ Cup Board	1 no.
TV Flat 32 inch	1 no.
Bulletin Display Board	1 no.
Wall Clock	1 no.
Wall Mounted Fan	1 no.
Desktop PC with Printer	1 no.
Mirror Large	1 no.
Chairs, Moulded with cushions	1 no.
Table Lamp	1 no.
Safe with Combination Lock	1 no.
Door Mat	1 no.

### 5.7.6 Living Spaces

#### 5.7.6.1 Captains Cabin

Captain's Cabin shall have the following:

Wooden Single berth (polyurethane mattress & pillow, 2000 x 1000 x 100mm)	1 no.
Wooden Settee, 1000 x 570 mm	1 no.
Wooden Wardrobe, 380 x 450 x 900 mm	1 no.
Wooden Desk, 1000 x 600 mm	1 no.
Book Rack	1 no.
Mirror	1 no.
Wall Clock	1 no.
Ash Trays	2 nos.
Wall Mounted fans	1 no.
Locker Safe	1 no.
Pistol Box	1 no.
Arm Chair	1 no.
Bunk Light	1 no.
Carafe Holder (wooden)	1 no.
Blanket	1 no.
Door Mat	1 no.
Coat/ Cap Hooks	1 set.
Bunk Curtains	1 set.
Flat TV 32 inch and DVD	1 set

#### 5.7.6.2 VIP Cabin

VIP Cabin shall have the following:

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• Wooden double berth (polyurethane mattress & two pillows, 2000 x 1500 x 100mm)	• 1 no
• Wooden Settee, 1500 x 570 mm	• 1 no.
• Wooden Wardrobe, 380 x 450 x 900 mm	• 1 no.
• Wooden Desk, 1000 x 600 mm	• 1 no.
• Desk, 1000 x 600 mm	• 1 no.
• Book Rack	• 1 no.
• Mirror	• 1 no.
• Ash Trays/ Wall Clock	• 2 nos./ 1 nos.
• Wall Mounted fans	• 1 no.
• Locker Safe	• 1 no.
• LED Flat TV 32 inch and DVD player with stand	• 1 set
• Pistol Box	• 1 no.
• Arm Chair	• 1 no.
• Night Reading Lamp	• 1 no.
• Refrigerator 100-litre	• 1 no.
• Bunk Light	• 1 no.
• Carafe Holder (wooden)	• 1 no.
• Blanket double	• 1 no.
• Door Mat	• 1 no.
• Coat/ Cap Hooks	• 1 set.
• Bunk Curtains	• 1 set.
• Almirah wooden	• 1 No

**5.7.6.3 SOS" Cabin**

SOs' cabin shall have the following:	
Wooden Double berth (polyurethane mattress & pillow, 2000 x 1000 x 100 mm) and reading lamp	1 no.
Wooden Single Berth (polyurethane mattress & pillow, 2000 x 1000 x 100 mm) and reading lamp	1 no.
Wooden Wardrobes, 380 x 450 x 900 mm	3 nos.
Wooden Desk. 1000 x 600 mm	1 no.
Settee, 1000 x 570 mm	1 no.
Book rack	1 no.
Mirror	1 no.
Wall Clock	1 no.
Ash Tray	2 nos.
Wall Mounted Fans	1 no.
Radio/Cassette Player	1 set
Arm Chair	2 nos.
Notice Board	1 no.
Storage for Small Arms	1 no.
Blankets	3 nos.
Bunk Lights	3 nos.
Carafe Holder (wooden)	1 no.

SECTION 3  
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Bunk Curtains	3 sets
Coat/Cap Hooks	3 sets
Doot Mat	1 no.
LED Flat TV 32 inch and DVD player with stand	1 each

*5.7.6.4 Jawans' Cabin*

All Jawans' shall be accommodated in a dormitory. The following shall be provided:

Two tier steel bunks, 2000 x 800 x 100 mm	15 nos.
Notice Board (wooden)	1 no.
Ash Trays	5 nos.
Bunk fans	30 nos.
Rubberised coir mattress and pillow	30 nos.
Personal Storage Double Locker (steel)	15 nos.
Mirror large	2 nos
Stowage for small arms	4 nos.
Bottle holders in bunk frames	30 nos.
Blankets	30 nos.
Bunk Lights	30 nos.
Coat/ Cap Hooks on Bunk Frames	30 sets
Door mat (Big)	1 no.

### 5.7.7 Sanitary Spaces

Captain, VIP and subordinate officer's cabins shall be provided with attached toilet cum shower spaces. Jawans' shall be provided with a common sanitary space. A 10-Kg capacity washing machine shall be provided in the Jawans' sanitary space.

#### 5.7.7.1 VIP Cabin Toilet

VIP Cabin toilet shall have the following:

Water closet (Western Type with flush tank)	1 no.
Wash Basin, Vitreous China	1 no.
Shower	1 no.
Toilet Article Case	1 no.
Paper Holder	1 no.
Towel Hook/ Hanger	1 no.
15 Litres Plastic Bucket with mug	2 nos.
Soap Dish	1 no.
Mirror	1 no.
Geyser, commercial standard, direct heating and 1.5 kW type	1 no. ( 5 ltr capacity)

**5.7.7.2 Captains Cabin Toilet**

Officer Cabin toilet shall have the following:

Water closet (Western Type with flush tank)	1 no.
Wash Basin, Vitreous China	1 no.
Shower	1 no.
Toilet Article Case	1 no.
Paper Holder	1 no.
Towel Hook/ Hanger	1 no.
15 Litres Plastic Bucket with mug	2 nos.
Mirror	1 no.
Geyser, commercial standard, direct heating and 1.5 kW type	1 no (5 ltr capacity)

**5.7.7.3 SOs' Toilet/Shower**

Each SO's toilet shall have the following:

Water Closet (Anglo Indian Type without flush tank)	1 no.
Wash Basin, Vitreous china	1 no.
Shower	1 no.
Toilet Article Case	1 no.
Paper Holder	1 no.
Ash Tray	1 no.
Towel Hook/ Hanger	1 no.
15 litres Plastic Bucket with mug	2 nos.
Mirror	1 no.
Geyser, commercial standard, direct heating and 3/4 kW type	1 no.( 10 ltr capacity)

**5.7.7.4 Jawans' Sanitary Space**

Jawans'' sanitary spaces shall have the following:

Water Closets (Anglo Indian type)	5 nos.
Showers	4 nos.
Wash Basins, SS	3 nos.
Toilet Article Cases	3 nos.
Water taps close to WC's	4 nos.
Ash Trays	3 nos.
Soap Dishes	4 nos.
Towel Hooks	6 nos.
Plastic Buckets with mug	9 nos.
Geyser, commercial standard, direct heating and 3/4	1 no.( 10 ltr

kW type	capacity)
Washing Machine	1 no.

## **6 ELECTRICAL SYSTEMS**

### **6.1 GENERAL**

All electrical installation shall comply with the classification Society's Rules and Regulations and the recommendations there of.

The vessel shall have the following electrical supply system:

415 Volts, 3 phase, 3 wire, 50 Hz insulated neutral system for main electrical power  
 220 Volts, 1 phase, 50 Hz for lighting and domestic equipment  
 24 Volts DC for emergency lighting and alarm.

### **6.2 DIESEL GENERATING SETS**

The vessel shall be provided with three nos.65 kVA, 415 Volts, 3 phase, 50 Hz, self excited, self regulated, diesel generators (KEC make or equivalent) suitable for marine duty.

At ships seagoing mode two 65 KVA D.G. set shall operate and one generator shall always be available as stand by set.

At BOP location (At anchorage) two 65 KVA D.G. set shall operate and one generator shall always be available as stand by set.

At shore jetty only one 65 KVA D.G. set shall operate.

Generators are not to be operated in parallel and shall be provided with anti-condensation heater.

All generators to be run independently, depending upon the load demand.

### **6.3 POWER DISTRIBUTION**

The electrical distribution system shall consist of a main switchboard and lighting / 220V general distribution boards.

220 volts supply shall be obtained via. two nos.415V/220V three phase transformers each of 50 kVA rating.

In normal case 24 volts DC supply shall be made available through a transformer rectifier unit of 2.0 KVA rating.

In emergency 24 V DC supply shall be provided through Emergency Battery of 250AH rating.

### **6.4 LEAD ACID BATTERIES AND CHARGING FACILITY**

Two nos. Main Engine starting batteries of suitable capacity shall be provided.

Two nos. Aux. Engine starting batteries of suitable capacity shall be provided.

Main and Aux. Engine starting batteries are charged through battery charging circuit of respective engines.

One no. 250AH, 24VDC Emergency Battery shall be provided.

The emergency battery shall be charged through Transformer Rectifier Unit with auto cut

## **6.5 SHORE CONNECTION BOX**

One no. water tight shore connection box of 100A, 415V, 3 Ph, 50Hz. rating shall be provided in order to take supply from shore to ship at shore jetty.

## **6.6 MAIN SWITCHBOARD**

A dead front, cubical type main switchboard constructed of sheet steel framework shall be provided in Machinery Space. Switchboard shall be suitable for deck mounting. Insulated handrail shall be fitted on front and back of the switchboard.

The main switchboard shall generally consist of Generator panels, shore panel and distribution panes with switchgears, instruments and necessary controls.

The main switchboard shall comprise of three nos. 415V busbar sections. Each busbar section shall be connected to a 65kW D.G. set. A shore connection box shall be connected to 415V busbar section no.2. These three nos. busbar sections are connected to each other by tie breakers TB1 and TB2. There is no parallel running of D.G. sets is provided. Therefore running of generators and switching on of tie breakers shall be done as per the requirement of various loads.

A 220V, 3Ph, 50Hz. Busbar section is connected to two nos. 415V/220V, 3Ph, 50Hz. Transformers through manual change over switch arrangement. This section shall feed all the 220V consumers.

## **6.7 24 VOLTS DC DISTRIBUTION BOARD**

One transformer rectifier cum 24 Volts DC distribution board shall be provided. Normally transformer rectifier shall feed 24V DC loads and at the same time shall charge emergency battery.

## **6.8 TRANSFORMERS**

Two nos. three phase type, 415V/220V, 50 Hz step down transformers of 50 kVA rating shall be provided for catering power to lighting and domestic equipment.

One no. three phase type, 415V/220V, 50 Hz step down transformer of 50 kVA rating shall be provided for catering power to split type air conditioners and window type air conditioners provided on board.

## **6.9 GENERAL LIGHTING**

Efficient and effective electric illumination shall be provided throughout the ship. The electric supply for lighting shall be 220 Volts, fed from 220V section of main switchboard.

### **6.9.1 Machinery Space Lighting**

Machinery Spaces shall be provided with vibration resistant and drip-proof light fitting suitable for 220V, 50Hz. 2 x 20 W fluorescent tubes / 40 W CFL

### **6.9.2 Accommodation Space Lighting**

Accommodation spaces shall be provided with 2 x 20 W decorative type fluorescent light / 40 W CFL fitting. In passageways 1 x 20 W cornice type fluorescent light / 20 W CFL fitting shall be provided.

### **6.9.3 Berth Light**

Bunk light, non-watertight and bulkhead mounting type shall be provided for each bunk.

### **6.9.4 Mirror Light**

Fluorescent type, mirror light suitable for bulkhead mounting shall be provided for each mirror.

## **6.10 EMERGENCY LIGHTING**

Emergency lighting shall be supplied from the emergency battery and shall be installed in such a way that escape route from machinery spaces, working areas to the boat station are properly illuminated and also all cabins, recreation room, wheel house etc.

## **6.11 NAVIGATION LIGHTS**

Navigation lights shall be provided as per 'International Regulation for Prevention of collision at Sea' rules. Navigation lights shall work on 24 Volts DC.

## **6.12 NAVIGATION LIGHT PANEL**

Navigation light panel shall feed the navigation lights controlled by MCBs / switch fuse units. The panel shall have two incoming supply feeders through a change over switch. Audio visual alarm shall be provided.

### **6.13 MOTORS**

Generally all electrical motors shall be of squirrel cage induction type and shall be provided with class B insulation.

Generally, motors with IP 44/ IP 54 / IP 56 enclosure shall be provided depending upon the location of the motor. Exposed weather deck motors shall be provided with space heater.

### **6.14 STARTERS**

Motor starters shall be totally enclosed drip proof, direct on line starting type and shall be provided on main switchboard only with remote ON /OFF facility for certain pumps.

### **6.15 ALARM AND SHUT DOWN PANELS FOR DIESEL ENGINES**

Main and aux. engines shall be provided with alarm and shut down panels as per classification rules.

### **6.16 CABLES AND THEIR INSTALLATION**

Generally stranded annealed tinned copper conductor, EPR / Butyl / Rubber insulated, PCP inner sheathed and overall PCP sheathed cables shall be used.

All electrical cables shall conform to IEC 92/ latest recommendations.

Cables shall be supported on trays.

The cables shall be laid avoiding place of high temperature and shall be protected against mechanical damage as far as practicable.

## **7. NAVIGATION AND COMMUNICATION EQUIPMENT**

### **7.1 NAVIGATION EQUIPMENT**

The following shall be provided:-

- a) One Echo Sounder
- b) One magnetic compass
- c) One 'X' Band Radar
- d) Inclinator (Pendulum type)
- e) One GPS Receiver
- f) One electric whistle
- g) AIS

### **7.2 EXTERNAL COMMUNICATION EQUIPMENT**

The following equipments shall be provided:-

- a) One Daylight signaling lamp
- b) One Fixed type Search Lights
- c) One Battery operated hand held megaphone

### **7.3 INTERNAL COMMUNICATION EQUIPMENT**

The following shall be provided:-

- a) General Alarm
- b) Intercom, (press to speak type system)
- c) PA System
- d) Heat detector system for magazine
- 

### **7.4 BSF SUPPLIED EQUIPMENT**

#### **7.4.1 Communication Equipment for BOP's**

The following communication equipment shall be supplied by BSF and shall be fitted on the BOP's by the shipyard.

##### **7.4.1.1 INMARSAT TERMINAL**

One No. INMARSAT-M Station for establishing integrated communication amongst the floating BOPs and with the IAF station, Naval/ Coast Guard Ships in the vicinity and with the Op's base.

##### **7.4.1.2 HF Communication**

2 nos. 15 W LHP 210/229 sets (One stand-by)

**7.4.1.3 SMART Equipment**

One no. SMART equipment to be fitted on the LHP 219/229 HF set.

**7.4.1.4 VHF/UHF Communication**

2 Nos. 20 W Motorola VHF/UHF sets including one stand-by for communication with other BSF vessels, Op's base and speed boats.

1 no. 25 W Mercantile Marine SP Radio set having distress management channel 16 on 156.8 MHz for round the clock listening watch with Naval/ Coast Guard ships.

**7.4.1.5 Ni-Cd (Dry Fit Chargeable) Batteries with Charger**

18 nos. Ni-Cd batteries along with charger shall be supplied.

**7.4.2 Communication Equipment for Speed Boats**

The following communication equipment shall be supplied by BSF and shall be fitted on the Speed boats by the shipyard.

2 nos. (One stand-by) Motorola 20 W VHF/UHF sets for each boat for communication with the main vessel and other speed boats.

9 nos. 1-4 W Motorola VHF/UHF hand held sets.

## 8. ARMAMENT

### 8.1 GENERAL

Gun mounting provisions for mounting LMGs and MMG shall be provided at five locations. Four No. LMG stands shall be provided with protective covers of NIJ LEVEL- 3 and two nos. LMG stands shall be provided without protective covers. LMG mountings are provided at two locations on the bridge deck and MMG mounting at one location at the forward main deck. MMG/LMG's shall be BSF supply. Details of the guns may be furnished by BSF for the builder to finalize the mountings.

### 8.2 MAGAZINE AND KOTE

Magazine and Kote shall be provided aft of the forepeak bulkhead below main deck as shown in the as fitted GA. Entry shall be possible from crew's accommodation. 1 no. hatch shall be provided for emergency escape.

Following racks shall be provided for stowage of ammunition and arms.

- 1) Racks for transit boxes - 6 nos.
- 2) Racks for rifles and cabins - 5 nos.
- 3) Storewel minor with 3 adjustable shelves - 1 no.

Suitable no. of water nozzles for sprinkling shall be provided for the magazine/kote. The sprinklers shall be supplied from the fire mains. A manual arrangement for start of fire pump based on high temperature alarm obtained using a set of thermostats in the magazine area shall be provided.

## 9 SHIP'S INVENTORY AND TOOLS

### 9.1 DECK

Black Balls	3 nos
Mechanical Fog Horn	1 no.
Hand lead and line	1 no.
Heaving line ( 120 m long)	- 3 nos
GI Buckets 15 lit. capacity	6 nos.
Axe	2 nos.
Oil cans ( 1 lit. and 0.5 lit.)	2 nos
Hand Hammer 350 g, 500 g, 1 kg	2 nos each
Chisels	1 set
Steel Scrappers	4 nos.
Chipping Hammers	6 nos.
Screw Drivers (30 cm)	2 sets
Hand Torch 3 cell type	6 nos.
Shifting spanner 300 mm	1 no.
Sounding rod duly marked	1 no.
Crow Bars (2m, 1m)	2 nos.
Steel Drifts	2 nos.
Hacksaw 30 cm with 6 blade	6 nos.
Chopper	1 no.
Paint pots ( with 2 nylon brushes )	6 nos.
Brooms	6 nos.
Scrubbing Brush	12 nos.
Grease gun 0.5 kg with all attachment	2 nos.
Diamond Shape	1 no.
Pipe wrench 8",12",15" & 18"	1 each
Chain wrench small	1 no
Chain wrench big	1 no
Trolley mounted high pressure pump for deck and hull washing with suction and discharge hose and jet nozzle	1 no

## 9.2 ENGINE ROOM

Hand Hammer 350g,500g & 1 kg (0.35 kg)	6 nos.(2 nos each)
Copper Hammer	2 nos.
Sledge Hammer (1 kg)	2 nos.
Chisel (Assorted)	6 nos.
Files (Assorted) (10" )	6 nos.
Compinalion Pliers 6", 8", 10"	1 each
Adjustable Spanners 150 & 300 mm	1 each
Shifting Spanners 150 & 300 mm	1 each
Star Spanner for connecting rod nuts	1 no.
Ratchet 35 cm	1 no.
Funnels various size	6 nos.
Thermometers	As required.
Engine room clock	1 no.
Screw Drivers ( 15 & 30 cm )	2 nos. each
Pinch Bars	2 nos.
Steel Wedges	6 nos.
Inclinometer	1 no.
2 lit. measures	1 no.
Oil cans ( 1 & 0.5 lit. )	2 nos.
Oil Feeders	2 nos.
Portable hand lamps with 5 m wanderleads and Wire guards	3 nos
Electric drill machine 12mm	1 no
Ring spanner set	1set
DE spanner set	1 set
Box spanner set	1 set
Philion screw driver set	2 set
Std tool kit for main engine as per OEM recommendation	1 set complete
Std tool kit for D.G set as per OEM recommendation	1 set complete

### 9.3 ELECTRICAL INVENTORY

Standard digital Multimeter with carrying case & Probes	1 no.
Standard Fuse puller	1 no.
Standard lamp grip, Siemens make	2 nos.
Allien Keys up to 24 mm	1set
Screw Drivers (Assorted size)	1 set
Wiremen's Insulated Pliers 6" & 8"	2 nos.
Rubber Gloves	1 pair
Cable Joining Knife	1 no.
PVC Insulating Tape, 3/4"	1 coil.
Yellow Plastic Compound- (1/2 Kg packs)	1 Kg.
Soldering Iron	1 no.
Soldering bitt suitable for 25 W	1 no.
Flux	1 tin
Resin cored solder	1/2 Kg.
6" long hose plier with side cutter	1 no.
Scissors (medium size)	1 no.
Hand lamps with bulb, plug socket & 6 M flexible wire	3 nos.
Non-collapsible type Electricians tool box (empty) with Locking device & five compartments (abt. 18" x 8" x 8")	1 no.
Standard Circuit tester suitable for 440V	1 no.
Megger – 500 V	1 no.
Cell tester	1 no
Hydrometer	2 nos

SECTION 4  
**Price Schedule**

**PRICE SCHEDULE**

In the Online BOQ, PSUs will find and fill columns for 10 years CAMC and service Charges PER FBOP.

SI.No.	Item Description	Quantity	Units	BASIC PRICE (BP) (per vessels/ boat) in Figures To be entered by the Bidder	Excise duty	Sales Tax/VAT	Service Tax (if applicable)	Freight and Transit Insurance cost	Octroi	Custom duty payable on import component for which Custom Duty Exemption Certificate (CDEC) will be issued by MHA (if applicable).  In INR on BP	Transportation Charges per Boat	CAMC 1st Year per Boat	Service Tax for CAMC 1st Year per Boat (if Applicable)	CAMC 2nd Year per Boat	Service Tax for CAMC 2nd Year per Boat (Applicable)	CAMC 3rd Year per Boat	Service Tax for CAMC 3rd Year per Boat (Applicable)	TOTAL AMOUNT. It will be converted based on column L value	TOTAL TAXES It will be converted only if choose Full Conversion, Until than it is treated as INR	TOTAL AMOUNT In Words	
1	2	4	5	13	Xx	Xx	Xx	xxx													
1																		0.00	0.00	INR Zero Only	
x																					
xx																					
Total in Figures																					

Note: Bidders may quote the price in **Indian Rupees** only.

**Section-5**  
**Contract Form for CAMC**

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**PREAMBLE**

1. This Centralized Comprehensive Annual Maintenance Contract (hereinafter referred to as 'CAMC') made this .....Day of ..... 2017 between the President of India acting through the Joint Secretary (BM), Ministry of Home Affairs, NDCC-II Building , New Delhi, (hereinafter referred to as the 'BM Division' which shall include his successors in the office and assignees) on the one part and -----(hereinafter called the "Contractor"), which shall include its permitted assigns, nominees or related company on the other part.

2. WHEREAS the BM Division is entrusting the maintenance of 09 Nos Floating Outpost hereinafter called individually as "VESSEL" and collectively as "VESSELS" for the Coastal Security Scheme Phase –II, constructed by the CONTRACTOR for the BM Division under Contract no. \_\_\_\_\_dated, the maintenance of which needs to be undertaken during the operation period in order to maintain smooth operational service of the Vessel/Vessels and for this purpose, the BM Division is desirous of engaging experts and trained personnel for providing maintenance services to the Vessel/Vessels.

3. AND WHEREAS BM Division agreed to engage the CONTRACTOR to undertake comprehensive Annual Maintenance of the VESSELS on the terms and conditions as mutually agreed upon by the BM Division and the Contractor:

- That the Scope of Work of this Annual Maintenance Contract shall be as specified in Article – I of this contract.
- The BUILDER shall furnish Security Bond in the form given in **Form 4** from a reputed Scheduled Bank for the amount equal to ten percent (10%) of total CAMC value of vessel which is placed under CAMC, within fifteen (15) working days after the date of signing the CAMC Contract. The security bond should be valid till CAMC period is covered.
- that the performance appraisal of this CAMC shall be reviewed at the end of every year and the continuation of this CAMC for the next year or its termination on the basis of performance appraisal shall be on sole discretion of the BM Division which the BM Division, MHA shall exercise within the parameter of Article I.

- that in case this CAMC is continued on the basis of performance appraisal as mentioned above, it will automatically terminate at the end of the 10<sup>th</sup> year of its continuance (after warranty period) in respect of all vessel unless renewed ;
- that the annual maintenance for all the vessels as per the scope of work specified in Article – I of the contract shall be provided by the Contractor. For clarity, the cost of providing the Annual Maintenance of the vessels under consideration has been agreed as follows:

*(No rates will be indicated in this page at tender stage and cost of CAMC will have to be indicated in Section 4 : price bid format only. Rate in the below columns will be filled at the time of awarded of contract on the basis of rates quoted by firm in section 4)*

Year of CAMC	Cost of CAMC per vessel (Rs. In lakh)	Number of vessels offered	Total cost (Rs. In lakh)
First Year			
Second year			
Third year			
Fourth year			
Fifth year			
Total			

- that the said Contractor, shall ensure availability of requisite resources to fulfill warranty requirement of the vessels under consideration and to provide the CAMC for the FBOPs under consideration to the satisfaction of the user State/UT Police force and BM Division, MHA;
- that the payment of the Annual Maintenance cost shall be made as per the provisions of this Contract and taxes & duties as applicable shall be paid extra by the BM Division, MHA.

4. Whereas on the basis of the mutual agreement referred above, this contract has been entered between the PM Division, MHA and the said ----- (the "Contractor") for annual maintenance of the 09 Nos FBPOs under consideration. The details of the 09 Nos FBPOs under consideration are as per ANNEXURE-I to this contract.

**Contract Form for CAMC**

5. Now, in consideration of the mutual covenants fully described in Article -I to Article-VI hereof, the BM DIVISION, MHA and the CONTRACTOR hereby agree to maintain the 09 Nos FBPOs mentioned in ANNEXURE-I to this contract (hereinafter referred to as 'VESSELS') at the places of their deployment or place of defect under the control of their jurisdictional State/UT Police Forces (hereinafter referred to as 'User Police Forces') to the satisfaction of the User Police Forces and the BM Division, MHA on the terms & condition hereafter set forth.

**ARTICLE – I**

**SCOPE OF WORK OF CENTRALISED COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR THE VESSELS**

The CAMC shall comprise:

- (A) Operational Repairs; AND
- (B) Refit Repairs
- (C) Maintenance of vessels under IRS class during CAMC & warranty period

**2. OPERATIONAL REPAIRS WILL INCLUDE MONTHLY INSPECTION, HOURLY MAINTENANCE SCHEDULE AND EMERGENCY REPAIRS DEFECT RECTIFICATION EXCLUDING DEFECTS ARISING DUE TO ACCIDENTS, FORCE MAJEURE.**

2.1 Monthly inspection will include:

Each and every vessel shall be inspected every month for a period of 6 years to check health status of all Machineries installed onboard.

In these monthly inspections, defects reported by the Vessel staff, if any, shall be rectified. **In case in any month, the hourly maintenance routine and Refit repairs specified hereinafter becomes due, the same shall also be carried out alongwith the monthly inspection of the vessel.** During the monthly inspection of the vessels, the following items shall also be attended.

**Split Air Conditioning:**

Routine check to be carried out as per OEM recommendations

**Gear Box**

Check zinc rods installed in heat exchanger, replace if necessary.

**Batteries**

- 1. Check health of batteries**
- 2. Clean & grease connector lugs.**

2.2 **Hourly maintenance schedule**

Hourly maintenance schedule shall include:

<b>Main Engine -----:</b>	
<b>Nature of Routines</b>	<b>Description</b>
Every .....hourly	Inspect / Adjust Engine valve lash.
	Inspect and clean after cooler condensate drain valve
	Inspect / adjust/replace alternator belt
	Inspect /replace Auxiliary water pump rubber impeller
	Check and top up battery electrolyte level
	Check and add coolant additive
	Clean / replace engine air cleaner element
	Clean engine crankcase breather
	Change engine oil and filters
	Replace fuel system primary filter/water separator element
	Replace fuel system secondary filter
	Drain water and sediment from fuel tank
	Inspect and Replace hoses and clamps
	Every .....hourly
<b>Chemically</b> Clean / Pressure Test After cooler Core	
Replace Closed Crank case ventilation fumes disposal Filter	
Inspect and clean Heat Exchanger	
Inspect and clean Turbocharger	
<b>Chemically Clean / Pressure Test oil &amp; water coolers of Main Engines, Gear Box &amp; Genset</b>	
Every ..... hourly	Carry out all .....hourly routine
	Inspect / overhaul Auxiliary water pump
	Change Cooling System Coolant
	Inspect Crank shaft Vibration damper and repair if necessary
	Inspect Engine mounts.
	Check /Clean/Calibrate Engine Speed /Timing sensors
	Inspect / Adjust Engine Valve Lash
	Inspect Engine Valve Rotators

	Inspect /service Starting Motor
Every .....hourly or at the close of 6 <sup>th</sup> year ofCAMC period (if extended) whichever is earlier	Carry out all ..... hourly routine
	Inspect / service Alternator
	Top Overhaul as per OEM
	Inspect / overhaul Water Pump

<b>Gear Box</b>	
Nature of Routines	Description
Every .....hourly	
	Grease oil seals at the output end
Every .....hourly	
	Change lub oil and filter element
	Inspect flexible input coupling
	Check and repair control system.
Overhaul	
	Bearing inspection and replacement during engine overhaul on completion of ..... Hours or at the close of 6 <sup>th</sup> year ofCAMC period (if extended) whichever is earlier.

**HRP thruster**  
**Routine check of HRP thruster system as per OEM recommendation.**  
**Replace, spare parts to keep the system operational as per OEM schedule.**

**Generator**

Nature of Routines	Description
Every .....hourly	
	Carry out insulation test
Every .....hourly	
	Inspect / adjust/replace alternator belt

	Inspect /replace Auxiliary water pump rubber impeller
	Check and top up battery electrolyte level
	Change engine oil and filters
	Replace fuel system primary filter/water separator element
	Drain Fuel Tank water sediment
	Replace fuel system secondary filter
	Inspect glow plugs
	Inspect/ clean sea water strainer, <b>replace if necessary</b>
Every hourly	
	Carry out all hourly routine
	Inspect/ adjust valve lash
	Inspect and replace hoses and clamps
	Check rotating rectifier
Every .....hourly	
	Carry out all ..... hourly routine
	Inspect/ replace engine crank case breather
Every .....hourly	Check batteries , <b>replace if necessary</b>
	Inspect alternator
	Inspect engine mounts
	Test fuel injection nozzles and replace if required
	Inspect /service Starting Motor
	Inspect/service water pump
	Replace Cooling System Water Temperature regulator
Every .....hourly or at the close of 5 <sup>th</sup> year of CAMC period (if extended) whichever is earlier	
	Carry out all ..... hourly routine
	Add coolant additive

**R.O. Plant**

- Routine check & maintenance of RO plant as per OEM recommendation, spare parts to keep the system operational to be changed as required.

**STP**

- Routine check & maintenance of STP plant as per OEM recommendation, spare parts to keep the system operational to be changed as required.

**OBM's of Daughter Boats**

- Routine check & maintenance of OBM as per OEM recommendation, spare parts to keep the system operational to be changed as required.

**Note: The Hourly routines mentioned above are indicative / generic and may vary depending upon the OEM's recommendations of the respective machinery.**

2.4 The hourly routines mentioned above shall be advanced/ postponed to the nearest Refit repairs mentioned hereinafter. In case in any particular month, the hourly schedule also becomes due alongwith the monthly inspection for that month, the hourly schedule will also have to be performed simultaneously.

3. The second part of CAMC shall be Refit Repairs. For the purpose of clarity repairs is further categorised as below :-

- |    |               |   |                 |
|----|---------------|---|-----------------|
| a) | Routine Refit | - | Every 6 months  |
| b) | Minor Refit   | - | Every 12 months |
| c) | Major Refit   | - | Every 24 months |

3.1 **REFIT REPAIRS** shall be done at the intervals of 6, 12 and 24 months for duration of 15, 30 and **45** days respectively. **Prior permission from the BM Division, MHA will be taken for extension.**

3.2 In the Routine Refit Repairs to be carried out after every 6 months, the following works are to be carried out:

- Checking of operation of galley hot plates, fridge and entertainment equipment and repair if required.
- Checking and calibration of all circuit breaker.
- Applying thermal grease on all electrical connections.
- Servicing of all electrical equipment including bunk fans/exhaust fans, emergency lighting system etc. and all navigational & Communication equipment. Recalibration of all navigational equipment.
- Servicing of motor of all fresh water, sea water and bilge pump.
- Servicing of pump and W.C. pump.
- Servicing of windlass motor/Anchor winch.
- Check / repair and make good navigational sensors and pick-ups.
- Check condition of painting on the all decks, exterior above water line. Surface finish & painting wherever corrosion observed.
- Servicing of all daughter boats along-with OBM and davits.

**Split Air Conditioning-plants**

- Routine check of split AC system as per OEM recommendation, spare parts to keep the system operational to be changed as required.

**The duration of the 6 monthly Routine Refit Repairs shall be 15 days.**

3.3 Minor Refit Repairs shall be carried out after every 12 months, and all Routine Refit Repairs shall be performed. Minor Refits shall include the following:

- All scope of work under half yearly Routine Refit repairs
- Cleaning of sea water strainers
- Repair of minor damage to the hull and appendages such as fender, guard rail, ladders, bollards etc.
- Monitoring the health status of all the machineries, systems and carrying out annual routine on all machineries, systems, electronic and electrical configuration of the vessels that generally include instrumentation and controls, lighting & fittings and rectification of any defect/abnormality observed.
- Servicing of all electrical driven fresh water, sea water, fuel water pumps, Refit of any equipment if required.
- Checking and calibration of circuit breaker.
- Checking for continuity of conductors.
- Checking of mountings of both engines, Genset and alignments.  
**Replace if mounts are defective.**
- De-sludging of fuel tanks and cleaning of fuel tank and fresh water tank & other tanks.
- Check/Servicing of Valves/joints of all the systems, Replacement if required.
- Painting of all decks, exterior above waterline, machinery, engine Room and interior of the vessel.
- Carrying out annual routines on major fire detection & fighting systems.
- Check/Testing of all motors winding with meggar.
- Check/Recalibration of all navigation & communication equipment.
- Inspection and varnishing of all furniture components.
- Recharging of fire extinguishers.
- Check of Life jackets, Life buoy other safety items, & replace, if required.

- **Rubber beading/seals of all upper deck hatches/doors/windows/port holes to be inspected / replaced for water tight integrity.**
- **Inspect & paint anchor & anchor chain cable.**
- Anti insect treatment for insects such as cockroach etc.
- Dry cleaning of all the upholstery.
- Annual endorsement of class certificate by IRS.

**Split Air Conditioning plants**

- Routine check of split AC system as per OEM recommendation, spare parts to keep the system operational to be changed as required.

**The duration of 12 monthly Minor Refit Repairs shall be 30 days.**

3.4 Major Refit Repairs to be carried out after every 24 months, all Minor Refit Repairs of the vessel shall be performed. Major Refits shall further include the following:

- All scope of work under Minor Refit category.
- Cleaning of the underwater hull, propellers.
- Repair of minor damage to the hull, if required.
- Remove, repair and making good all underwater valves, grating and replace if required.
- Inspection of anodes and replacement of the same, if required.
- Replacement of all defective components covered under operational repair, Minor Refit repairs and Major Refit repairs.
- Remove the old paint by scrapping, Sand blasting of hull, if required, and repaint with epoxy paint as per approved painting scheme including application of TBT free antifouling paint on underwater Hull.
- Testing of motors windings with meggar, rewinding, if required.
- Dry Docking routines to be carried out as per IRS class requirements.
- Annual endorsement of class certificate by IRS.

**The duration of the 24 monthly Major Refit Repair shall be 45 days.**

4. All the spares/components required for keeping the vessel operational to be replaced during Routine Refit, Minor Refit, Major Refit and emergency repair shall be covered within the scope of the CAMC.

4.1 All parts required for rectifying emergency defects, shall be supplied by CAMC holder if the CAMC holder is to supply these parts for operational repairs, minor refit repairs and major refit repair as defined in Article I:-

4.2 Base & Depot (B&D) spares for major machinery including daughter craft OBMs & equipment to be in the supply scope of CAMC contractor. He will ensure that sufficient amount of OEM recommended spares are stored at user locations. The contractor should establish at-least one service centre/workshop at Hasnabad, (Kolkata, West Bengal) & Koteshwar (Bhuj, Gujarat) and convey its location, technical manpower to the BSF.

**4.3** Complaints will be attended within 48 hours after generation of docket no. in Complaint Redressal Mechanism. Minor defects to be rectified within two weeks & major defects to be rectified within three weeks. A penalty of 0.5% per week up to maximum of 10 % of CAMC value will be admissible beyond the periods mentioned above.

4.4 All consumables like lubricants, oils, grease, coolants, paint, cora cloth etc. except fuel oil required to carrying out CAMC shall be under scope of contractor. Arrangement of crane/forklift facility and compressed air equipment of the vessels shall be responsibility of the CAMC provider/contractor.

4.5. Faults arising due to Force Majeure, accidents as stated in Article 1 Para 2 will not be covered under the scope of work of the CAMC. Such faults if need rectification, will be charged separately. The Spares and components required for such rectification shall be provided by the Department either through contractor or directly.

6. The performance appraisal of Contractor shall be reviewed at the end of every year Including annually endorsed IRS class certificate and the continuation of CAMC of the entire 09 Nos FBPOs or its termination on the basis of performance appraisal shall be sole discretion of the BM Division, MHA. **The evaluation will be made on basis of the time taken for reporting and rectification of defects affecting the operational availability of the vessel as per the time specified in para 6 4.3 above.**

8. In the event BM Division, MHA desire to terminate the CAMC after any annual performance appraisal, the BM Division, MHA will be at full liberty to do so after granting personal hearing to the CAMC holder in this regard. The mere fact that discussions/correspondence are initiated will not preclude the BM Division, MHA from exercising the termination option.

9. The payments towards CAMC charges shall be released every quarterly subject to satisfactory service.

10. The following is not covered under the Scope of Work of this Annual Maintenance Contract:

(i) **WARRANTY DEFECTS**

Each of the vessels under consideration, her machineries and accessories and all parts and equipment thereof that are manufactured or furnished or supplied by the said Contractor, have been guaranteed for a period of **36 (Thirty six) months from the date of delivery of each FBOPs as per this contract**, against all defects which are due to defective material and/or workmanship. Contractor will not be liable for any defective material, and/ or workmanship which is a result of incompetence, negligence, mismanagement, accident or willful neglect of the user state department or its agents and employees. It is further clarified that the period of **36 (Thirty six) months from the date of delivery of each vessel/FBOPs as per this contract** of any vessel shall mean the date when successful trial and test of the vessel has been completed and Vessel has been accepted at port of delivery. The dates of successful trials for each vessel are specified in Article II.

**ARTICLE – II**  
**DATE OF EFFECTIVENESS AND VALIDITY OF CENTRALISED**  
**COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR THE**  
**VESSELS**

This Annual Maintenance Contract shall become effective for the maintenance of the vessels as per details given in the Table below:

<b>Sl. No. of the vessel</b>	<b>Name of the vessel</b>	<b>Police Force</b>	<b>Location</b>	<b>Date of Trials</b>	<b>CAMC effective from</b>
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					
21.					
22.					
23.					
.....					

1. **COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT:** After expiry of Guarantee / Warranty of **all vessels** (Total quantity of contracted store as per **clause 1.1 of section 1 of this LTE** i.e. FBOPs) i.e. after **36 (Thirty six) months from the date of delivery of each Vessels, all the vessels will be placed under CAMC for the period of 10(ten) years.** Detailed contract conditions of CAMC is provided in **Article IX** of Section 2 of this LTE.
2. The performance appraisal in respect of each vessel covered by this CAMC shall be reviewed at the end of every year Including annually

endorsed IRS class certificate and the continuation of this Annual Maintenance Contract for the next year or its termination for all the vessels on the basis of performance appraisal shall be the sole discretion of the BM Division, MHA as per Article I Para 6 and 7.

- 3.** In case this CAMC is continued on the basis of performance appraisal as mentioned above, it will automatically terminate at the end of 10<sup>th</sup> year of its continuance in respect of any particular vessel.

**ARTICLE – III**  
**PROCEDURAL ASPECTS RELATING TO ATTENDANCE OF**  
**MAINTENANCE SCHEDULE AND REPAIR/RECTIFICATION OF**  
**DEFECTS UNDER CENTRALISED COMPREHENSIVE ANNUAL**  
**MAINTENANCE CONTRACT FOR THE VESSELS**

1. BSF shall nominate a senior and responsible officer, may be from the crew complement of the vessel or from the Police Force, as the Vessel Incharge for each vessel. The responsibilities of the Vessel Incharge shall include the following:

- a) He will ensure the accomplishment of the routine maintenance of the vessel which is to be performed by the crew member/staff.
- b) He will ensure that the vessel is being maintained by the CAMC holder as per the maintenance schedule specified in Article-I of this contract including timely inspection & survey by IRS.
- c) He will ensure that defects noticed in the vessel are immediately reported to the concerned officer of the Police Force and concerned IRS office.
- d) He will maintain a separate Log Book/defect register for his vessel. In this Log Book, details of every defects & preventive maintenance visits or visits on complaints, as the case may be, by the Contractor's service Engineer shall be recorded and each and every such entry shall be signed by the Contractor's Engineer and by the authorised officer of the user Police Force. Major defects are to be repaired under IRS supervision.
- e) In addition to the Log Book mentioned above, a day-to-day 'Actual Running Time Detail Register' shall be maintained by the Vessel Incharge. The details recorded in this Register shall be required in future for analysing the actual anti-smuggling activities carried out with the help of each vessel and for checking the efficacy of the maintenance system before its further renewals. This Register will be produced by the Vessel Incharge before the Contractor's Engineer during his every visit and will also be signed by him (Vessel Incharge) and the Contractor's Service Engineer.

2. BSF shall nominate a senior officer, not below the rank of Sub-Inspector, ~~if posted in the Police Force,~~ as the authorised officer for receiving complaints/defect reports/maintenance reports from the Vessel Incharge of each vessel deployed in the BSF.

3. The officer so authorised shall receive the reports/defect complaints from the Vessel Incharge and shall make correspondence directly with the contact person of the complaint reporting centres of the Contractor of this CAMC and shall monitor the progress of the action taken by the contractor in this regard. Contractor will formulate a Complaint Redressal Mechanism (CRM) in which complaint made by nominated Officer telephonically will be recorded and a reference no./docket no. will be generated. The nominated officer/s will have access to monitor the progress of disposal of complaint against that reference no./docket no. He will also sign the Log Book maintained for the visits of the Service Engineer of the contractor and the service reports required for payment of the bills of the Contractor.

4. The Contractor will set up a proper infrastructure in India within one month of signing of this contract to fulfil warranty requirements of the vessels under consideration and to provide the Annual Maintenance to the impugned the vessels as per the terms and conditions of this contract to the satisfaction of the BM Division, MHA and the user/BSF.

5. The sole responsibility of providing timely and efficient services as outlined in the CAMC with all overall objective of keeping the vessels operational at all the time, shall be of the Contractor. Further, all bills relating to Annual Maintenance Contract charges and repair charges shall be raised by the Contractor only.

6. The Contractor shall notify the Complaint Reporting Centres and the Phone/Fax/Mobile Number and E-Mail address of the contact person to whom the user/BSF may report the complaint about the vessels.

7. Every complaint about the vessels under consideration shall be reported by the authorised officer of the concerned user/BSF either by Phone/Fax/E-mail to the contact person of the concerned "Complaint Reporting Centre" so established by the Contractor, and all such complaints shall be reduced in writing. E-mailing the photographs of the defects, if possible, should be adopted as it will expedite the process of rectification of defects. On receipt of the complaint by the concerned "Complaint Reporting Centre" of the Contractor, the service Engineer of the Contractor shall visit the reported vessel as early as possible and rectify the defects at the earliest possible.

8. On receipt of the complaint by the concerned "Complaint Reporting Centre" of the Contractor about any vessel, from the authorised officer of the concerned user Police Force, the maximum time within which the service Engineer of the Contractor should attend the complaint, is 48 hours. In case, the reported defect(s) can be rectified immediately or within a few days, the same should be rectified accordingly. In all other cases, the service Engineer of the Contractor will give a report to the user Police Force about the likely time

taken to rectify the defect(s). However, the maximum time that should be taken to rectify the defects, after attending the complaint about the defects, is two weeks for minor defects & three weeks in case of major defects from the date of attending the complaint. In case of exceptional cases, If spares are to be imported or the required components has a long lead time, the time period required for repairs will be reported by the Contractor to the BM Division, MHA and in such cases the time likely to be taken for repairs can be settled mutually. In case the repairs are not rectified within the time frame mentioned above, a penalty of 0.5% per week up to maximum of 10 % of CAMC value will be admissible beyond the periods mentioned above till the rectification of the defect shall be deducted by the BM Division, MHA from the bills raised by the Contractor in respect of providing of maintenance/rectification of defects for the concerned period.

9. During every visit of the Service Engineer of the Contractor to any vessel, the service Engineer of the Contractor shall sign the Log Book/defect register that vessel as maintained by the Vessel Incharge of the vessel. In this Log Book he will mention all the particulars of the visit and get duplicate/photocopy of the relevant pages of the Log Book duly signed by the authorised officer of the concerned user/BSF. This copy will form as one of the documents to be attached along with the quarterly service bills to be raised by the Contractor for the maintenance of the vessel.

10. All the spares/components required for keeping the vessel operational to be replaced during all Operational repairs and refit repairs shall be covered within the scope of this Annual Maintenance Contract and the Contractor shall not charge any amount from the BM Division, MHA for such spares/components. Similarly the spares/components required to be replaced during emergency repairs shall also be covered within the scope of work of this Annual Maintenance Contract. Spares/components which are required to be replaced on account of damage caused due to , accidents, Force Majeure to the spares/components of the Main Engine, Gear Box and Genset shall not be covered under this Annual Maintenance Contract and shall be charged separately by the Contractor. IRS class fee for maintain the vessels under class and visit charges of IRS will be borne by contractor.

11. THE CONTRACTOR SHALL CARRY OUT THE REPAIRS/MAINTENANCE OF ANY VESSEL AT THE SITE WHERE THE VESSEL IS CURRENTLY DEPLOYED. MAJOR DEFECTS ARE TO BE REPAIRED UNDER IRS SUPERVISION.

12. Base & Depot (B&D) spares for major machinery & equipment to be in the supply scope of CAMC contractor. He will ensure that sufficient amount of OEM recommended spares are stored at user locations. The contractor should establish at-least one service centre/workshop at Hasnabad, (Kolkata, West Bengal) & Koteswar (Bhuj, Gujarat) and convey its location, technical manpower to the BSF states/UT.

13. All consumables like lubricants, oils, grease, coolants, batteries, paints, cora cloth, jute etc. except fuel required to carrying out CAMC shall be under scope of contractor. Arrangement of crane/forklift facility, as required, and compressed air equipment of the vessels shall be responsibility of the CAMC provider/contractor.

14. The user /BSF shall provide the Contractor's personnel or personnel deputed/ authorized by the Contractor, direct and unhindered access to all equipment / system of the respective Vessel while providing services under this Contract.

15. The user /BSF shall arrange for the provision of working space, free of cost to the Contractor.

16. Any statutory services such as calibration of equipment fitted by specialized agency, arrangement of the extinguisher charging through authorized agencies etc., if required shall be provided by the Contractor.

17. The charges towards docking & undocking of the vessels for undertaking operational repairs / refit repairs and maintaining the vessel under IRS class are to be paid by Contractor. Docking/undocking charges to carry out repairs due to accidents, force majeure are to be paid extra at actual to contractor.

18. The PM Division, MHA will issue Customs Duty Exemption Certificate (C DEC) to the Contractor for the import of spares/parts/components etc., which may be required for the repair/maintenance of the above vessels during the period of CAMC or for repair of accidental defects. In this context Contractor shall inform the Department about the intended import and the department shall within a period of one month to arrange the Custom Duty Exemption Certificate failing which the department shall bear the duty incident.

19. The payment towards CAMC charges shall be released on expiry of every quarter of the year, on receipt of the Invoice along with the following supporting documents.

20. Service report and verification report duly signed by the Vessel Incharge and the Contractor service Engineer.

21. Log sheet duly signed by the Vessel Incharge and the Contractor service Engineer.
22. Annual endorsed IRS class certificate.
23. Faults arising due to accidents, Force Majeure shall not be covered under the scope of work of this CAMC. The Contractor shall submit an estimate to the concerned user BSF of the charges likely to be incurred for rectification of such faults and only on receipt of approval of the concerned user BSF the Contractor will proceed further to rectify such faults. Cost of spares, components and labour required for such rectification shall be re-imbursed to the Contractor by the concerned user BSF ~~Police Force~~.

**ARTICLE – IV**  
**CONTRACT PRICE, TERMS OF PAYMENT AND PRICE ADJUSTMENT**  
**IN RESPECT OF CENTRALISED COMPREHENSIVE ANNUAL**  
**MAINTENANCE CONTRACT FOR THE VESSELS**

This Annual Maintenance Contract shall become effective for the maintenance of vessels under consideration, from different dates as per details given in Article-II of this contract.

2. This CAMC Contract shall remain in force for a period of 10 years after G/W period of 36 months from the date it becomes effective in respect of any particular vessel.

3. The performance appraisal in respect of each vessel covered by this Annual Maintenance Contract shall be reviewed at the end of every year Including annually endorsed IRS class certificate and the continuation of this Annual Maintenance Contract for the next year or its termination in respect of all vessels or its termination for all the vessels on the basis of performance appraisal of all vessels, shall be the sole discretion of the BM Division, MHA.

4. The evaluation shall be made on the basis of timely attendance of the maintenance schedule as specified in the scope of work under Article-I of this contract and the time taken for reporting and rectification of the defects to the satisfaction of the user Police Force as specified in Article-III of this contract.

5. In case this Annual Maintenance Contract is continued to be reviewed from time to time on the basis of performance appraisal as mentioned above, it will automatically terminate **at the end of 13<sup>th</sup> year** of its continuance in respect of any particular vessel.

6. Subject to the conditions mentioned in para (1) to (5) above, the cost of providing the Annual Maintenance to the vessels under consideration will be as follows:

Year of CAMC	Cost of CAMC per vessel	Number of vessels offered	Total cost	Cost in Indian Rupees
First year				
Second year				
Third year				
Fourth year				
Fifth year				
Sixth year				
Seventh year				
Eight year				

SECTION 5  
**Contract Form for CAMC**  
**Article- IV**

Ninth year				
Tenth year				
			Total	

7. The above mentioned Contract Price for Annual Maintenance Charges for the vessels under consideration, shall be firm and fixed and subject to no escalation whatsoever. However, all the taxes and duties as applicable in India shall be paid extra by the BM Division, MHA.

8. The payment towards CAMC charges shall be released on expiry of every quarter of the year, on receipt of the Invoice along with the following supporting documents.

8.1 Service report and verification report duly signed by the Vessel Incharge and the Contractor service Engineer.

8.2 Log sheet duly signed by the Vessel Incharge and the Contractor service Engineer.

This claim will be made by the Contractor in his next quarterly bill if it relates to CAMC charges or the Contractor shall raise further bill for this additional amount to the concerned user Police Force, if the payment relates to repair of accidental defects.

The payment is further subjected to deductions/adjustments hereinafter specified.

9. On receipt of the complaint by the concerned "Complaint Reporting Centre" of the Contractor about any vessel, from the authorised officer of the concerned user Police Force, the maximum time within which the service Engineer of the Contractor should attend the complaint, is 48 hours. In case, the reported defect(s) can be rectified immediately or within a few days, the same should be rectified accordingly. In all other cases, the service Engineer of the Contractor will give a report to the user Police Force about the likely time taken to rectify the defect(s). However, the maximum time that should be taken to rectify the defects after attending the complaint about the defects, is two weeks from the date of attending the complaint. If spares are to be imported, the time period required for repairs will be reported by the Contractor to the BM Division, MHA and in such cases the time likely to be taken for repairs can be settled mutually. In case the repairs are not rectified within the time frame mentioned above, a penalty of 0.5% per week up to maximum of 10 % of CAMC value will be admissible beyond the periods mentioned above till the rectification of the defect shall be deducted by the BM Division, MHA from the bills raised by the Contractor in respect of providing of maintenance/rectification of defects for the concerned period.

10. In case, the Contractor fails to undertake the preventive maintenance visits within the stipulated time as prescribed in Article-I of this contract, in a preventive maintenance cycle, a penalty of 0.5% per week up to

maximum of 10 % of CAMC value will be shall be deducted at the time of next payment.

**ARTICLE – V**

**CONDITIONS FOR TERMINATION OF CENTRALISED  
COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR THE  
VESSELS**

In the event BM Division, MHA desire to terminate this CAMC after any annual performance appraisal, the BM Division, MHA will be at full liberty to do so after granting personal hearing to the Contractor in this regard. The mere fact that discussions/correspondence are initiated will not preclude the BM Division, MHA from exercising the termination option.

Information about the renewal of the CAMC shall be intimated by the BM Division, MHA to the Contractor within 30 days of expiry of 1 year period of CAMC. In case no such information is intimated, the CAMC will automatically stand validated for the next year till the end of contract period.

**ARTICLE – VI**  
**ARBITRATION AND JURISDICTION IN RESPECT OF CENTRALISED**  
**COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR THE**  
**VESSELS**

- A.** 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 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 authorized 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.
- B.** In case it is not possible to resolve the dispute amicably by mutually consultation or through the good offices of Empowered Agencies of the Government or through Arbitration, the same should be referred first to the Cabinet Secretariat, and then if necessary to PMO

Signature of the	Signature of the Contractor
President of India acting through	

*WITNESSES:*

- 1)
- 2)

(Left Blank)

**ARTICLE – VIII**

**FORCE MAJEURE**

1. Should any force majeure circumstances arise, each of the party shall be excused for the non-fulfillment or for the delayed fulfillment of any of its obligations under this Contract, if the affected party informs other party in writing within 4 (four) weeks of its occurrence. Force majeure shall mean fires, floods, earthquake, tsunami, natural disasters or other acts such as war, terror attack, riot, turmoil, strikes, sabotage, explosions, restrictions imposed by local administration and quarantine restriction or any other causes beyond the control of either party, then the dates for the performance of the said obligation shall be extended by a period or periods related to the delay or delays attributable to the said cause or causes.

**ARTICLE – IX****CONFIDENTIALITY**

1. Both the parties and their employees, shall hold all documents and information, whether technical or commercial supplied to it by or on behalf of the other party and all information and documents obtained by it in the course of any inspection or otherwise in accordance with the terms as confidential and shall not divulge the same to any third party without the concurrence in writing from the disclosing party. The provision of the above shall not be applicable to:-

- a. Any information in the public domain otherwise than by breach of this Contract;
- b. Information in the possession of receiving party thereof before divulgence as aforesaid, and which was not obtained under any obligation of confidentiality; and
- c. Information obtained from a third party who is free to divulge the same, and which is not obtained under any obligation of confidentiality.
- d. Information disclosed to competent authorities if required by law.

2. Contractor shall only divulge confidential information to those of its employees who are directly involved in performing the obligations under this Contract.

**ARTICLE – X****NOTICE / COMMUNICATION**

Any Notices/ correspondence/ communication required or permitted under this Contract shall be written in English language and may be delivered personally or shall be sent by Registered Post AD/ E-mail/Fax/Speed Post, unless and until otherwise agreed for some other mode of service, to:-

**BM DIVISION at:**

Joint Secretary (Police Modernisation),  
Ministry of Home Affairs,  
Jaisalmer House,  
New Delhi- 110003  
Fax No.:.....  
E-mail: .....

**AND****CONTRACTOR at :**

**ARTICLE – XI****AMENDMENTS**

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

**ARTICLE – XII****ENTIRE AGREEMENT**

The parties hereby declare that this Contract constitutes the entire agreement between BMDivision, MHA and Contractor with respect to subject matter of this Contract and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of this Contract.

**ARTICLE – XIII**

**SIGNATURE AND WITNESSING BY PARTIES**

In witness whereof the parties hereto have hereunto set their respective hands the day and the year first above written.

For and on behalf of CONTRACTOR	For and on behalf of the PRESIDENT OF INDIA
	Joint Secretary (BM) MINISTRY OF HOME AFFAIRS

In presence of

1.

2.

Place:

Date:

In presence of

1.

2.

**ANNEXURE 'I'**

**PARTICULARS OF THE VESSELS COVERED UNDER THE CAMC**

<b>Sl. No. of the vessel</b>	<b>Name of the vessel</b>	<b>Location</b>	<b>Date of Trials in India</b>

**SECTION -6**

**STANDARD FORMS**  
**FORM 1 – TENDER FORM**

***Please read the following INSTRUCTIONS carefully before filling up the form.***

1. Tenderer should obtain and/or download and carefully examine the above Notice Inviting Tender and the Tender document, including amendments, if any, and unconditionally agree to all the terms and conditions indicated in the tender document and subsequent amendments.
2. The copy of the Tender Document and amendments retained in the records of the Purchaser will be deemed authentic in case of any dispute at any stage.
3. The following tenders shall be ignored:
  - a) Tenders submitted by those who do not meet the eligibility and qualification criteria;
  - b) Tenders sent by fax/telex/cable/email/ hand delivery;
  - c) Tenders that do not meet the basic requirements;
  - d) Tenders which have minor infirmities/irregularities and the tenderer does not respond to clarifications sought by the Purchaser within the time specified by him;
  - e) Tenders where, in the opinion of the Purchaser, there is an arithmetical inaccuracy in the price bid and the tenderer does not agree with the Purchaser;
  - f) Incomplete tenders;
  - g) Tenders received without the EMD and tender fee. The EMD should be valid for the period of \_\_\_\_\_ days (i.e. up to )(up to 60 days beyond bid validity) from the date of opening of techno-commercial bids.
4. Any tender may be rejected, if:
  - a) The bid price is directly or indirectly indicated in the technical bid;
  - b) Tenderer fails to provide required information or provide incorrect information or fail to comply with the instructions in the Tender Document;
  - c) The prices are not quoted in the manner indicated in the Tender Document;
  - d) Tender validity is for less than 275 days ( i.e. up to 16.04.2018) from the date of opening of tenders as indicated in the Tender Document;
  - e) On verification, the data/credentials furnished by the tenderer are found to be incorrect or any adverse report on requisite financial condition has come to the knowledge of the Purchaser;
  - f) Tenderer attempts to influence the Purchaser's decision during scrutiny, comparison and evaluation of tenders and award of contract;
  - g) Tenderer is disqualified on the grounds of national security or public interest.
5. Purchaser is not bound to accept the lowest or any tender that may be

- received against the above-referred tender enquiry.
6. Purchaser may accept any tender at any time before the date of expiry of its validity indicated in the tender form or any date up to which its validity is further extended by the tenderer.
  7. Until a contract is signed, this tender form submitted by the tenderer read with its acceptance by the Purchaser constitutes a binding contract between them.

Having carefully gone through the above instructions, the Tender Notice and the Tender Document, we, M/s. \_\_\_\_\_, the tenderer, agree to all the terms and conditions mentioned in therein and hereby, make the following offer to supply goods and perform services as per the list requirements, delivery schedule and in conformity with all other conditions in the tender document and amendments thereto. We will arrange for demonstration of vessels being offered at the place of its field installation as per the convenience of the Purchaser. The price bid that we submitted in this tender does not contain any conditions whatsoever for the price demanded for the sale.

**TENDERER**

1. Name of the tenderer \_\_\_\_\_
2. Address \_\_\_\_\_
3. Email \_\_\_\_\_
4. Phone \_\_\_\_\_ Fax \_\_\_\_\_
5. Income Tax Permanent Account Number (PAN): \_\_\_\_\_
6. Name and designation of the person signing and submitting the bid on behalf \_\_\_\_\_ of \_\_\_\_\_ the tenderer \_\_\_\_\_
7. Name and complete address of the Tenderer's bankers \_\_\_\_\_
  - a) \_\_\_\_\_
  - b) \_\_\_\_\_
8. Turnover of the tenderer during the past five years (in Rs. Crores)  
2011-2012 \_\_\_\_\_  
2012-2013 \_\_\_\_\_  
2013-2014 \_\_\_\_\_  
2014-2015 \_\_\_\_\_  
2015-2016 \_\_\_\_\_

(Please enclose certified published annual reports. If the accounts are maintained in some other currency, please give the figures in that currency as well as its conversion at the exchange rate on the date of filling up this form. If

the accounts are managed calendar year wise, please provide figures for 2011, 2012, 2013, 2014, 2015 and 2016.)

**MANUFACTURING COMPANY (WHETHER TENDERER IS THE OEM OR NOT)**

9. Does the company manufacturing the vessels have ISO certification?  
\_\_\_\_\_ (Please enclose copy)
10. Does the company manufacturing the vessels have ISO certification for their servicing? \_\_\_\_\_ (Please enclose copy)

**OFFER**

11. The tender is valid up to \_\_\_\_\_
12. Point-wise response to requirements specified in Section-3. Please also furnish/upload additional information/ clarifications, documents, etc., as deemed necessary, in support of your offer.

**G/W AND POST G/W MAINTENANCE**

13. Do you have your own set up in India to provide the maintenance during G/W period and after G/W period under CAMC? (Yes/No)
14. If yes, please provide details (in 100 words) including experienced manpower & resources details and enclose relevant documents  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
15. Do you have any agreement with any other manufacturer or reputed contractor to act as Maintenance contractor to provide maintenance during G/W and post G/W period? (Yes/No)
16. If yes, please provide details (in 100 words) and enclose a copy of the agreement and including previous experience and manpower details of the manufacture/contractor in maintenance of similar vessels.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DOCUMENTS TO BE ENCLOSED**

17. Have you submitted the EMD? (Yes/No)
18. Have you enclosed the following documents? (Yes/No)
- Scanned copy of the Bank Guarantee of EMD.(Yes/No)
  - Documentary evidence to show your eligibility, qualification and capability to provide the goods and services required as per this Tender Document including the establishment to carry out site works & services, installation& commissioning, maintenance and product support. (Yes/No)
  - Documents and relevant details to establish that the goods and the allied services offered conform to the requirement of the tender documents.(Yes/No)
  - Copies of documents defining constitution and legal status of the tenderer;(Yes/No)
  - Documents indicating arrangements with the OEM (in the event of a collaborator bidding);(Yes/No)
  - Documents indicating the arrangements between the tenderer and the Maintenance contractor, along with the details of experience & resources the Maintenance contractor possess ;(Yes/No)
  - Copies of fax messages and letters, if any, sent to and received from the Purchaser during the Tender period;(Yes/No/ There are none)
  - Last five years certified published annual reports showing the turnover and financial results of the company; (Yes/No)
  - Details of previous supplies of vessels in the last seven years; (Yes/No)
  - Any other documents that you consider necessary to strengthen your bid. (Yes/No/None required).
19. Do you accept tolerance clause?
20. Have you submitted compliance to technical specifications as per Form 4 of this GTE?
21. Whether the tenderer agrees to keep the validity of tender up to \_\_\_\_\_?
22. Whether the tenderer accepts to conditions of contract as contained in book let DGS&D-68 (Revised) amended up to date of issue of tender enquiry and those instructions to the tenderer contained in contained in booklet DGS&D – 229 with latest amendments made till date of issue of this tender enquiry?
23. Whether the tenderer has uploaded scanned copy of complete tender documents along with supporting documents as called for in the tender conditions, which should be duly filled (wherever necessary) and signed in with date and seal. The entire tender documents should be uploaded being SACROSANCT documents in the online mode for considering any offer as complete offer. All the tenderers are expected to go through every detail of the tender, provide all requisite details and documents / certificate, and tender documents duly complete in all respect and digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they

have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

Signature\_\_\_\_\_

(Name and Designation)

----- X -----

**FORM 2 – BANK GUARANTEE FORM FOR EMD**

To be submitted with "Technical Bid"

Ref : Bank Guarantee No. \_\_\_\_\_

Date : \_\_\_\_\_

The President of India  
 Acting through Joint Secretary (Police Modernization),  
 Ministry of Home Affairs,  
 Jaisalmer House, 26, Mansingh Road,  
 New Delhi – 110 011.

Dear Sirs,

Whereas ..... (hereinafter called the "Tenderer") has submitted its quotation dated..... for the supply of ..... (hereinafter called the "tender") against the Purchaser's tender No. ...., know all persons by these presents that we ..... of ..... (hereinafter called the "Bank") having our registered office at ..... are bound unto ..... (hereinafter called the "Purchaser") in the sum of ..... for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this..... day of ..... 20.....

The conditions of this obligation are —

- (1) If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender;
- (2) If the Tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:
  - i. fails or refuses to furnish the performance security for the due performance of the contract or
  - ii. fails or refuses to accept or execute the contract,

We hereby irrevocably and absolutely undertake to pay immediately the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of ninety days after the period of tender validity, i.e., up to..... and any demand in respect thereof should reach the Bank not later than the above date.

This guarantee will not be discharged due to change in the constitution of the bank or the Tenderer.

.....  
(Signature of the authorized officer of the Bank)

.....  
Name and designation of the officer

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

----- X -----

**Form 3 -COMPLIANCE TO TECHNICAL SPECIFICATIONS**

The compliance statement should be submitted in the following format

Para No.	Specifications As per GTE	Specifications offered	Compliance (Yes/No)	In case of non-compliance, Deviation from T.E. Specification in unambiguous terms.

**FORM 4 – BANK GUARANTEE FORM FOR PERFORMANCE SECURITY**

The President of India  
Acting through Joint Secretary (Police Modernization),  
Ministry of Home Affairs,  
Jaisalmer House, 26, Mansingh Road,  
New Delhi – 110 011.

Dear Sirs,

**1.** Whereas the PM DIVISION of the Ministry of Home Affairs having its office at North Block (hereinafter called "PM DIVISION" which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assigns) has floated a Tender No. ----- and M/S. \_\_\_\_\_ having registered/head office at \_\_\_\_\_ (hereinafter called the "Tenderer" which expression shall unless repugnant to the context or meaning thereof mean and include all its successors, administrators, executors and assigns) have submitted a quotation reference No. \_\_\_\_\_ and tenderer having agreed to furnish as a condition precedent for participation in tender an unconditional and irrevocable bank guarantee of Rs. \_\_\_\_\_ for the due performance or tenderer's obligations as contained in the terms of the Notice inviting Tenders (NIT) and other terms and conditions contained in the Tender Documents supplied by PM DIVISION, and shall not withdraw/or modify it in a manner not acceptable to PM DIVISION. The tenderer has absolutely and unconditionally accepted these conditions. PM Division and the tenderer have agreed that an offer made on the condition that the tender, if submitted, would be kept open in its original form without variation or modification in a manner acceptable to PM DIVISION for the period for the requirement of lease of helicopters and that the making of the tender itself shall be regarded as an unconditional and absolute acceptance of the condition contained in NIT and the tender documents. They have further agreed that the tender shall be kept open for the period indicated above and the tenderer desired to make a tender on this condition, PM DIVISION promises to consider the tender on this condition and the tenderer agrees to keep the tender open for the required period.

**2.** Therefore, we \_\_\_\_\_ registered under the laws of \_\_\_\_\_ having \_\_\_\_\_ head/registered office at \_\_\_\_\_ (hereinafter referred to as the "Bank" which thereof, include all its successors, administrator & executors) hereby issue irrevocable and unconditional bank guarantee and undertake to pay immediately on first demand in writing all monies to the extent of Rs. \_\_\_\_\_ for the helicopter at any time immediately on such demand without any demur, reservations, recourse, context or protest and/or without any reference to the tenderer and any such demand made

by PM DIVISION on the Bank shall be conclusive and binding notwithstanding any difference between PM DIVISION and the tenderer or any dispute pending before any court, arbitrator or any other authority and/or any other matter whatsoever, we also agree that the guarantee herein contained shall be irrevocable unless it is discharged earlier by PM DIVISION in writing. This guarantee shall not be determined/discharged/affected by the liquidation winding up dissolution, or insolvency of the tenderer and will remain valid, binding and operative against the bank.

**3.** The Bank also undertakes that PM DIVISION at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the tenderer.

**4.** The Bank further agrees that as between the Bank and PM DIVISION for the purpose of this guarantee any notice for the breach of the condition contained in NIT and other terms and conditions contained in the Tender documents as referred above, given to the Bank by PM DIVISION shall be conclusive and binding on Bank without any proof, notwithstanding any other matter of difference or dispute whatsoever. We further agree that this guarantee shall not be affected by any change in our constitution, in the constitution of PM DIVISION or that of the tenderer. We also undertake not to revoke in any case this guarantee during its currency.

**5.** The Bank agrees with PM DIVISION that PM DIVISION shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms of the tender or get extension of the validity period from time to time. We shall not be relieved from our liability or for any forbearance, act of omission and commission on the part of PM DIVISION or any by reason of any such variation or extension for the validity period indulgence shown by PM DIVISION to the said tenderer or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

**6.** Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs. \_\_\_\_\_ in aggregate and it shall remain in full force for a further period of three months unless extended further from time to time for period as may be instructed in writing by M/S. \_\_\_\_\_ on whose behalf this Guarantee has been given in which case it shall remain in full force up to and including one month after the expiry of extended period. Any claim under this Guarantee must be given in which case it shall remain in full force up to and including one month after the expiry of extended period. Any claim under this Guarantee must be received by us before the expiry of one month or before the expiry of one month after the expiry of extended period, if any. If no such claim has been received by us within one month after the said date/extended date, the rights of PM DIVISION under this Guarantee will cease subject to para 7. However, if such

a claim has been received by us within and up to one month after the said date/extended date, all right of PM DIVISION under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

**7.** The Bank confirms that this Guarantee has been issued with the approval of appropriate Exchange Control Authority in \_\_\_\_\_ and any other (indicate the name of the country of issue of Guarantee) authority if required as per the laws of the country of issue of Guarantee. We also agree that his Guarantee shall be governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Indian Courts. The Bank also agrees that courts of the place from where tenders have been invited shall be have exclusive jurisdiction.

**8.** Before any Court, Tribunal, Arbitrator or any other authority. We agree that Guarantee herein contained shall be irrevocable and shall continue to be enforceable till it is discharged by PM DIVISION in writing.

**9.** PM DIVISION shall have the fullest liberty, without effecting in any way the liability of the Bank under this Guarantee from time to time to extend the time for performance of the contract but the bidder cannot vary the terms of the Contract.

**10.** PM DIVISION shall have the fullest liberty without affecting this Guarantee to postpone from time to time, the exercise of power vested in them or any rights which they might have against the Bidder and to exercise the same at any time, any manner and either to enforce or to forebear to enforce any covenants contained or implied in the contract between PM DIVISION and the Bidder or any other course or remedy or security available to PM DIVISION. The bank shall not be released of its obligation under these presents by any exercise by PM DIVISION of its liberty with reference to matters aforesaid of any of them or by reason of any other act or forbearance or other acts of commission or omission on the part of PM DIVISION or any other indulgence shown by PM DIVISION or by any other matter or thing whatsoever, which under law would, but for this provision have the effect of relieving the bank. The bank undertakes that in case the period of the contract is extended beyond the initial period of \_\_\_\_\_ months {valid beyond 45 days till all contractual obligations including i.e. guarantee/ warranty (G/W) period of last vessel supplied) it shall extend the Bank Guarantee on written instructions from PM DIVISION or for any further period as may be instructed in writing by PM DIVISION.

**11.** The bank also agrees that PM DIVISION at its option shall be entitled to enforce this Guarantee against the bank as a principal debtor, in the first instance, without proceeding against the Bidder notwithstanding any security or other guarantee that PM DIVISION may have in relation to the Bidder's liability.

**12.** The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract i.e. complete delivery of the material/equipment as the same is a condition of supply

contract and all the dues of PM DIVISION under or by virtue of this contract have been fully paid and its claim satisfied or discharged or till PM DIVISION discharges this guarantee in writing.

**13.** We further agree that as between us and PM DIVISION for the purpose of this guarantee any notice given to us by PM DIVISION that the money is payable by the Bidder and any amount claimed in such notice by PM DIVISION shall be conclusive and binding on us notwithstanding any difference between PM DIVISION and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We further agree that this Guarantee shall not be affected discharged by any change in our constitution and the constitution of PM DIVISION or that of the Bidder. We also undertake not to revoke this Guarantee during its currency. This guarantee shall not be determined discharged or affected by the liquidation, winding up, dissolution or insolvency of the Bidder and shall remain valid binding and operative against the Bank.

**14.** Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Rs. ----- (Rs. ----- in aggregate and it shall remain in full force upto and including 90 days after ----- (indicate the date of expiry of bank guarantee) ----- unless extended further from time to time, for such period as may be instructed in writing by PM DIVISION upto period of six months in which case it shall remain in full force upto and including 60 days after expiry of the extended period. Any claim under this Guarantee must be received by us before the expiry of 60 days after the said date/extended date/whichever later. If no such claims has been received by us within 60 days after the said/extended date, right of PM DIVISION under this Guarantee will cease. However, if such claim has been received by us within and upto 60 days after the said date/extended date, all the rights of PM DIVISION shall not cease until we have satisfied that claim.

**15.** The Bank confirms that this Guarantee has been issued with the approval of the appropriate Exchange Control Authorities and other authorities as required in ----- (indicate the name of the country of issue of Guarantee) -----as also agree that this guarantee shall be governed and construed in accordance with Indian laws and subject to the exclusive jurisdiction of Indian courts. (This is applicable where other party is foreign one).

Dated this -----day of -----2017----- of -----

Witness No.1	Witness No.2
(Signature)	(Signature)
Full name and Official address in capital letters In capital letters. Designation with Bank Stamp	Full name and Official address in capital letters In capital letters. Designation with Bank Stamp

**Bank Guarantee Proforma for Advance Payment of CAMC**

**FORM 5 – BANK GUARANTEE PROFORMA FOR ADVANCE PAYMENT OF CAMC CHARGES  
(ON NON-JUDICIAL STAMP PAPER OF AN APPROPRIATE VALUE)**

The President of India  
Acting through Joint Secretary (Police Modernization),  
Ministry of Home Affairs,  
Jaisalmer House, 26, Mansingh Road,  
New Delhi – 110 011.

Dear Sir/Madam,

We \_\_\_\_\_ (name & address of bank) hereby refer to the Comprehensive Annual Maintenance Contract (hereinafter referred to as **CAMC**) dated \_\_\_\_\_ between the Joint Secretary (Police Modernization), Ministry of Home Affairs, Government of India, Jaisalmer House, 26, Mansingh Road, New Delhi – 110 011, (hereinafter referred to as **"the Organisation "**) in terms of the tender No. \_\_\_\_\_ and \_\_\_\_\_ (hereinafter referred to as **"the Contractor"**) providing in substance for the comprehensive annual maintenance of \_\_\_\_\_ vessels \_\_\_\_\_ (hereinafter called vessels) – as particularized in the said CAMC. Under the terms of the said CAMC, the Contractor is required to furnish a bank guarantee for an amount not less than the advance amount extended to him, which shall remain valid till 3 months after closure of the CAMC period.

In view of the foregoing and pursuant to the terms of the said CAMC, which is referred to and made a part thereof as full and to the same extent as if copied at length herein, we hereby irrevocably absolutely and unconditionally guarantee to the Organisation, due performance of all the terms and conditions of the CAMC to the extent of Rs. \_\_\_\_\_.

This guarantee shall be construed as an irrevocable, absolute, unconditional and direct guarantee of the performance of the CAMC without regard to the validity, regularity or enforceability of any obligation of the parties to the CAMC.

The Organisation shall be entitled to enforce this guarantee without being obliged to resort initially to any other security or to any other remedy to enforce any of the obligations herein guaranteed and may pursue any or all of its remedies at one or at different times. Upon default of the CAMC, we agree to pay to the Organisation on demand and without any demur the sum of Rs. \_\_\_\_\_ or any part thereof, immediately upon presentation of a written statement by the Organisation that the amount of said demand is due from the Contractor to the Organisation by virtue of breach of performance by the Contractor under the terms of the aforesaid CAMC. Notwithstanding any dispute or disputes raised by the contractor in any suit or

**Bank Guarantee Proforma for Advance Payment of CAMC**

proceeding pending before any Court or Tribunal relating thereto, liability under this present guarantee is absolute and unequivocal.

The determination of the amount due under the guarantee shall be in the sole discretion of the Organisation whose decision shall be conclusive and binding on us as guarantor.

It is mutually agreed that the Organisation shall have the fullest liberty without affecting in any manner our obligation hereunder with or without our consent to vary any of the terms of the said CAMC or to extend the time for performance by the Contractor, from time to time any of the powers exercisable by the Organisation against the Contractor and either to forebear or enforce any of the terms and conditions relating to the said CAMC and we shall not be relieved from our liability by reasons of any variation or any extension being granted to the Contractor or for any forbearance, act or omission on the part of the Organisation any indulgence by the Organisation to the Contractor or by any such matter or thing whatsoever which under the law relating to the sureties would but for this provision have effect of so relieving our obligation.

This guarantee is confirmed and irrevocable and shall remain in effect until \_\_\_\_\_ and such extended periods, which may be mutually agreed to. We hereby expressly waive notice of any said extension of the time for performance and alteration or change in any of the terms and conditions of the said Centralised Comprehensive Annual Maintenance Contract. This guarantee will not be discharged due to change in constitution of the Bank or the Contractor.

We \_\_\_\_\_(Name of the Bank) undertake not to revoke this guarantee during its currency without written consent of the authority.

This guarantee will not be discharged due to change in the constitution of the Bank or the Supplier.

Very truly yours,

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(Name, Seal & Authorised Signature of the Bank and date)

----- X -----

**Model Certificate of COMMISSIONING**

**FORM 6 – MODEL CERTIFICATE OF COMMISSIONING**

F.No. \_\_\_\_\_ Dated \_\_\_\_\_

1. Reference Contract No. \_\_\_\_\_ date

2. It is certified that

- a. M/s \_\_\_\_\_ have completed installation and commissioning of \_\_\_\_\_ vessels on \_\_\_\_\_ [date(s)] and Site Acceptance Test (SAT) and other inspection & tests, as stipulated in the contract on, \_\_\_\_\_ [date(s)] to the satisfaction of the Purchaser and user Organisation at the designated site \_\_\_\_\_ (name of the site).
- b. Records of SAT and other inspection & tests are annexed to this Certificate.
- c. Sample test jigs, Software in CD media, Instruction Manual & Technical Manual, Soft & hard copies of Documentation, etc. have been taken over (all documents required to be delivered at the time of delivery) and the same are listed in the Annexure enclosed.

For Contractor

For Purchaser

Witness:

Witness:

Signature

Signature

Name

Name

Designation

Designation

Address

Address

Date

Date

----- X -----

**FORM 7 – MODEL CERTIFICATE OF DELIVERY AND ACCEPTANCE**

F.No. \_\_\_\_\_ Dated \_\_\_\_\_

1. Reference Contract No. \_\_\_\_\_ date \_\_\_\_\_
2. It is certified that
  - a) *M/s \_\_\_\_\_ have completed the delivery of the vessels Model \_\_\_\_\_ Serial No. \_\_\_\_\_ on \_\_\_\_\_ (date) at designated site \_\_\_\_\_ (name of the site).*
  - b) *The process of handing / taking over of the aforesaid system, accessories and services specified in the Contract to the satisfaction of the Purchaser, has been completed on \_\_\_\_\_ (date).*
  - c) *The aforementioned vessels worked satisfactorily during the trial period of \_\_\_\_\_ days starting w.e.f. \_\_\_\_\_ (date) to \_\_\_\_\_ (date).*

For ContractorFor Purchaser

Witness:

Witness:

Signature

Signature

Name

Name

Designation

Designation

Address

Address

Date

Date

----- X -----

**FORM 8 – CLAIM OF PAYMENT BY THE SUPPLIER***(To be typed and printed on the Supplier's official letterhead)*

Date.....

Joint Secretary (Police Modernization),  
 Ministry of Home Affairs,  
 Jaisalmer House, 26, Mansingh Road,  
 New Delhi – 110 011

Dear Sir/ Madam,

We claim the following amounts as per contract ..... entered into pursuant to NIT ..... and have enclosed necessary billing documents.

<b>S.No.</b>	<b>Stage</b>	<b>Amount and currency</b>	<b>Payment</b>	<b>Billing documents enclosed</b>

2. We certify that:

- a) the above payments are claimed strictly in terms of the contract and all our obligations under the contract for claiming them have been fulfilled;
- b) of such taxes and duties claimed, if we get any refund from the tax authorities we will refund the same to you.

Yours sincerely,

(.....)

----- X -----

**FORM 09 – DECLARATION**  
*(To be typed and printed on the Supplier's official letterhead)*

Date.....

Joint Secretary (Police Modernization),  
Ministry of Home Affairs,  
Jaisalmer House, 26, Mansingh Road,  
New Delhi – 110 011

Dear Sir/ Madam,

Ref.: Tender Document No.....Dated.....

We .....hereby confirm and declare that we have not engaged and will not engage any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way recommend to the Government of India or any of its functionaries, whether officially or unofficially, for the award of contract to us, nor any amount has been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation.

(Signature, name and address of the Supplier's executive duly authorised to sign)

----- X -----

**Form 10 – Bank Guarantee Form for Advance Payment**  
**(ON NON-JUDICIAL STAMP PAPER OF AN APPROPRIATE VALUE)**

The President of India  
Acting through Dy. Director General (Procurement), Procurement Wing,  
Ministry of Home Affairs,  
Jaisalmer House, 26, Mansingh Road,  
New Delhi – 110 011.

Dear Sir/Madam,

We \_\_\_\_\_ (name & address of bank) hereby refer to the contract dated \_\_\_\_\_ (hereinafter referred to as '**Contract**') between the Dy. Director General (Procurement), Procurement Wing, Ministry of Home Affairs, Government of India, Jaisalmer House, 26, Mansingh Road, New Delhi – 110 011, (hereinafter referred to as "**the Purchaser**") in terms of the global tender No. \_\_\_\_\_ and M/s \_\_\_\_\_ (hereinafter referred to as "**the Contractor**") providing in substance for the supply, of one vessel (hereinafter referred to as vessel). Under the terms of the said contract, the Contractor is required to execute a bank guarantee for an amount not less than the advance amount extended to him and the Contractor has opted to avail same.

In view of the foregoing and pursuant to the terms of the said Contract, which is referred to and made a part thereof as full and to the same extent as if copied at length herein, we hereby absolutely and unconditionally guarantee to the Purchaser, performance of all the terms and conditions of the Contract to the extent of **Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)**.

This guarantee shall be construed as an absolute, unconditional and direct guarantee of the performance of all the terms and conditions of the contract without regard to the validity, regularity or enforceability of any obligation of the parties to the contract.

The Purchaser shall be entitled to enforce this guarantee without being obliged to resort initially to any other security or to any other remedy to enforce any of the obligations herein guaranteed and may pursue any or all of its remedies at one or at different times. We agree to pay to the Purchaser on demand and without any demur the sum of **Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)** or any part thereof, upon presentation of a written statement by the Purchaser that the amount of said demand is due from the Contractor to the Purchaser by virtue of breach of performance by the Contractor under the terms of the aforesaid Contract. Notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any Court or

Form 10 – Bank Guarantee Form for Advance Payment

Tribunal relating thereto, liability under this present guarantee is absolute and unequivocal.

The determination of the amount due under the guarantee shall be in the sole discretion of the Purchaser whose decision shall be conclusive and binding on us as guarantor.

It is mutually agreed that the Purchaser shall have the fullest liberty without affecting in any manner our obligation hereunder with or without our consent to vary any of the terms of the said Contract or to extend the time for performance by the Contractor, from time to time any of the powers exercisable by the Purchaser against the Contractor and either to forebear 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 variation or any extension being granted to the Contractor or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the Contractor or by any such matter or thing whatsoever which under the law relating to the sureties would but for this provision have effect of so relieving our obligation.

This guarantee is confirmed and irrevocable and shall remain in effect until \_\_\_\_\_ and such extended periods, which may be mutually agreed to. We hereby expressly waive notice of any said extension of the time for performance and alteration or change in any of the terms and conditions of the said CAMC. This guarantee will not be discharged due to change in constitution of the Bank or the Contractor.

It is understood that at least 30 days prior to the expiry of the terms of this guarantee, the Contractor shall either get this guarantee renewed for one year or furnish another bank guarantee acceptable to the Purchaser. In case of failure of the Contractor to do either of the same, the Purchaser can invoke this guarantee and demand the full amount without any other breach or default by the Contractor.

Very truly yours,

-----  
-----

(Name, Seal & Authorised Signature of the Bank and date)

----- X -----

To,

\_\_\_\_\_  
\_\_\_\_\_

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: \_\_\_\_\_

Name of Tender / Work: -

\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc .,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract , without prejudice to any other

rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

**(Signature of the Bidder, with Official Seal)**