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Naval Maritime Academy  
Near KV - III  
RC Church, Colaba  
Mumbai - 400 005

Ref.: 438/13

16 Nov 15

**M/s** \_\_\_\_\_  
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**TENDER ENQUIRY**  
**NAVAL MARITIME ACADEMY (NAMAC)**

**INVITATION OF BIDS FOR A TURNKEY PROJECT TO UPGRADE**  
**SHIP MANOEUVRING SIMULATOR AT NAMAC**

**TENDER NO 438/13 DATED 16 Nov 2015**

1. Bids in sealed cover are invited for supply of items listed in Part III of this Tender. Please superscribe the above mentioned Title, Tender number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.

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

- |   |  |
|---|--|
| (a) Bids/queries to be addressed to:            | NAVAL MARITIME ACADEMY                                   |
| (b) Postal address for sending the Bids:        | NEAR RC CHURCH,<br>OPP KV III, COLABA<br>MUMBAI – 400005 |
| (c) Name/designation of the contact personnel:  | THE DIRECTOR   |
| (d) Telephone numbers of the contact personnel: | 022 22151790 / 022 22181485                              |
| (e) e-mail ids of contact personnel:            | namac@namacindia.com                                     |
| (f) Fax number:                                 | 022 22153516   |

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

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

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

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

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

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

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

## **PART - I – GENERAL INFORMATION**

1. **Last Date and Time for Depositing the Bids.** **08 Dec 2015 (Tuesday).** The sealed Bids (both technical and Commercial) should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.
2. **Manner of Depositing the Bids.** Sealed Bids should be either dropped in the tender Box marked as SHIP MANEUVERING SIMULATOR or sent by registered post at the address given above so as to reach by the due date and time. Late Tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/ non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).
3. **Time and Date for Opening of Bids.** **1000 hrs 09 Dec 2015.** (If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).
4. **Location of the Tender Box.** BOOKING OFFICE AT NAVAL MARITIME ACADEMY, NEAR KV III, COLABA, MUMBAI – 400005. Only those Bids that are found in the Tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.
5. **Place of Opening of the Bids.** NAVAL MARITIME ACADEMY, NEAR RC CHURCH, OPP KV III, COLABA, MUMBAI – 400005. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.
6. **Two-Bid System.** Being a Two-bid system, only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer.
7. **Forwarding of Bids.** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.
8. **Clarification Regarding Contents of the Tender.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.
9. **Modification and Withdrawal of Bids.** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

10. **Clarification Regarding Contents of the Bids.** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
11. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-Tender correction may invoke summary rejection with forfeiture of Earnest Money Deposit (EMD). Conditional Tenders will be rejected.
12. **Unwillingness to Quote.** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this Tender.
13. **Validity of Bids.** The Bids should remain valid till **06 Jun 2016** i.e. 180 days from the date of opening Bids.
14. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for an amount of 3% of the contract amount along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request). EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the Tender in any respect within the validity period of their Tender.

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

1. **Schedule of Requirements.** List of items / services required is as follows: -

<u>SNo</u>	<u>Name</u>	<u>Type of Item</u>	<u>Services</u>	<u>Description &amp; Quantity of Goods</u>
(i)	Ship Manoeuvring Simulator	Training Simulator	Up-gradation, installation, setting up of the Ship Manoeuvring Simulator as a turnkey project & training of end user	A full mission Ship Manoeuvring Simulator type approved by DG shipping complying with specifications as laid down in Training Circular 6 of 2005 interalia comprising of an Instructor station and a 170 degree 5 channel visualisation bridge together with associated hardware and software.

2. The Ship Manoeuvring Simulator should be type approved or accepted by the DG Shipping. The simulators shall meet the requirements as given in the IMO Model courses 1.22 and DGS Training Circular 06/2005 dated 01 Jan 2005
3. Firms must provide documentary proof of the following documents to qualify:-
- Income Tax PAN Number
  - Possess a valid TAN number issued by the Income Tax Department. The company will also be required to provide proof of income Tax returns for at least the last year.
  - Proof of yearly turnover of minimum Rs 1,00,00,000/- (Rupees One Crore only).
  - The firm / agency should have fitted Ship Manoeuvring Simulator in at least two Maritime Training Institutes.
  - The Ship Manoeuvring Simulator is type approved or accepted by the DG Shipping.
  - The firm / agency quoting for the bid should have a valid registration.

4. **Technical Details.** The technical details are as given below: -

(a) **Specifications/Drawings.**

(i) **Instructor Station** This unified station shall have the capabilities for setting, controlling and monitoring the conduct of the Ship Manoeuvring simulation exercises. The main software module together with the hardware should be co-located at the instructor station. The configuration of the server if being used should be as follows.

(aa) **Server** If a mid-end server is being used for the simulation, it should be OEM (HP/Dell/IBM etc) with the following specifications:-

(1)	CPU	Intel Xeon E3 – 1220 v2 Quad Core processor, 3.1 GHz or better with 8MB L3 Cache Memory or equivalent rolled over Next Generation.
(2)	Chipset	Intel C200 Series or Standard as per requirement
(3)	Slots	4 PCI / PCI Express
(4)	Memory	8 GB ECC 1333 MHz DDR3 RAM and min. 4 DIMM slots
(5)	Hard Disk Drive	2 x 500 GB or higher Enterprise Class NLSAS / SATA HDD 7200 rpm or higher
(6)	DVD Rom	8X DVD ROM R/W or higher (OEM)
(7)	Raid Controller	Four Port RAID controller for RAID 0/1
(8)	Video Controller	Dual Head nVIDIA GeForce GTX 970 4GB or latest
(9)	Keyboard	101 Keys Keyboard
(10)	Mouse	Optical Mouse
(11)	Ports	Ports as per requirement
(12)	Cabinet	Tower
(13)	Certifications	Windows, Red Hat or Novell certified, Compliance & Support
(14)	Power Supply	Redundant Power Supply
(15)	Networking	Dual LAN (10/100/1000) (1Gb) Network Card with asset features tracking and security management, remote wake up
(16)	Operating System	MS Windows Server 2008 R2 64 bit or higher with Media and Documentation and certificate of authenticity.
(17)	OS Certifications	MS Windows Server 2008 R2 64 bit or higher Certification

(ab) **PC Being Configured as a Server.** If a PC is being configured as a server, it should be OEM (HP/Dell/Lenovo etc) high-end level, with speakers and specifications as follows :-

(1)	Processor	Intel ® Core ™ i7-3770,3.4 Ghz, 8MB L3 Cache or higher
(2)	Motherboard	Intel Q77 Express Chipset or Standard as per requirement
(3)	Memory	8 Gb 1333 MHz DDR 3 RAM expandable up to 32 GB.

(4)	Hard Disk Drive	500 GB @ 7200 rpm or higher
(5)	Video Card	Dual Head nVIDIA GeForce GTX 970 4GB or latest
(6)	Keyboard	101 Keys keyboard (OEM)
(7)	Mouse	USB Optical Mouse with Scroll (OEM)
(8)	DVD Drive	8X DVD ROM R/W or higher (OEM)
(9)	Power Supply (SMPS)	650 watt.
(10)	Ports	Ports as per requirement
(11)	Networking	10/100/1000 (1GB ) on board integrated Network Port with remote booting, system installation and wake up facility, Out of band management using any standard management software.
(12)	Bus Architecture	PCI/PCI Express as per requirement
(13)	Cabinet	Tower
(14)	Power Management	Screen Blanking , Hard Disk and System Idle Mode in Power On, Setup Password, Power supply SMPS Surge Protected
(15)	Operating System	MS Windows Server 2008 R2 64 bit or higher/ MS Windows 8.1 Professional with Media and Documentation and certificate of authenticity.
(16)	OS Certifications	MS Windows Server 2008 R2 64 bit or higher / MS Windows 8.1 Professional or higher. Certification as appropriate

- (ii) **PCs for the Instructor Station and the Main Bridge.** PC's being used in the Instructor station and the Main Bridge with speakers for Conning, ARPA/Radar, ECDIS, Additional Instruments/NAVAIDS and the 5 PCs used for the 05 Projectors should be **OEM** (HP/Dell/Lenovo etc) Mid end level with the following specifications :-

(aa)	Processor	Intel Core i5-3470,3.2 Ghz, 6MB Cache or higher
(ab)	Motherboard	Intel Q77 or Standard as per requirement
(ac)	Memory	8 Gb 1066 MHz DDR 3 RAM expandable up to 32 GB.
(ad)	Hard Disk Drive	500 GB @ 7200 rpm or higher
(ae)	Video Card	Dual Head nVIDIA GeForce GTX 970 4GB or latest
(af)	Keyboard	101 Keys keyboard (OEM)
(ag)	Mouse	USB Optical Mouse with Scroll (OEM)
(ah)	DVD Drive	8X DVD ROM R/W or higher (OEM)
(ai)	Power Supply (SMPS)	550 watt.
(aj)	Ports	Ports as per requirement
(ak)	Networking	10/100/1000 (1Gb) on board integrated Network Port with remote booting, system installation and wake up facility, Out of band management using any standard management software.
(al)	Bus Architecture	PCI/PCI Express as per requirement
(am)	Cabinet	Tower

(an)	Power Management	Screen Blanking , Hard Disk and System Idle Mode in Power On, Setup Password, Power supply SMPS Surge Protected
(ao)	Operating System	MS Windows 8 Professional 64 bit or higher with Media and Documentation and certificate of authenticity.
(ap)	OS Certifications	MS Windows 8 or higher Certification
(aq)	Sound Card	5.1 Channel Sound Card with Direct X 9.0 support (for conning only)

- (iii) **Monitors** . The monitors being used in the system should be LED/ TFT Digital colour monitors (OEM) or better with the size as follows :-

Sr. No.	For PCs	Minimum Size of Monitors
(aa)	Server / PC as Server	19"
(ab)	Main Instructor Control	19"
(ac)	Visualisation	19"
(ad)	Conning	21"
(ae)	Radar	23"
(af)	Ecdis	23"
(ag)	Nav aids and Additional Instruments.	19"

- (iv) **Projectors** The projectors being used should be of a reputed brand with the following specifications or higher :-

(aa)	Native Resolution	XGA or Better
(ab)	Focal Length	F = 2.6 f = 6.9 mm /18.2 mm – 29.2 mm
(ac)	Zoom Ratio	1 – 1.6 (minimum)
(ad)	Throw Ratio	1.38 – 2.24 (minimum)
(ae)	Lamp Life	Lamp ( Normal / Economic / Smart Eco Care / Lamp Care / Lumen Care Mode ) 4000/5000/6500/10000 hours
(af)	Brightness, white light output	4500 / 3200 lm or Better
(ag)	Brightness, colour light output	4500 / 3200 lm or Better
(ah)	Contrast Ratio	13000:1 or Better
(ai)	Keystone Correction Vertical/Horizontal	± 30° / ± 30° (Zoom : Tele) (Button Type) or Better
(aj)	Auto Keystone Correction	Yes
(ak)	Connectivity	VGA / HDMI
(al)	Connectivity others	Minimum 2 USB slots, Monitor out , Composite Video in , Audio in and out , Composite Video
(am)	Network	Network Compatible (IEEE 802.11)
(an)	Operating Temperature	5°C - 35°C
(ao)	Start-UP Period	8 seconds, Warm-up period: 30 seconds or better
(ap)	Air Filter Capacity	5,000H or better
(aq)	Power Supply Voltage	100 - 240 V AC ± 5 %,50 to 60Hz
(ar)	Fan Noise	32 db or less



- (v) **Consoles.** The existing steel consoles are to be utilised with the console top plates being renewed / replaced as required to accommodate new monitors.
  - (vi) **Simulation Software.** All Simulation software modules provided for the SMS should be proven and is to operate with OS as indicated in para 4 (a) (i) and (ii)
  - (vii) **Network.** The existing network for the SMS which is being upgraded is to be utilized. However the existing network switch is to be replaced with switch from a reputed and standard manufacturer (Dlink/Cisco etc). Minimum 24 ports 1 Gbps.
  - (vii) No alteration is to be done to the following components for the existing SMS unless considered necessary :-
    - a) Bridge Mock up
    - b) Furniture and fittings.
    - c) Consoles except as specified Para 4(a) (v)
    - d) Chart Table
    - e) Wiring and cabling except as specified in Para 4(a) (vii)
- (b) **Requirement of Training/On-Job Training.** Yes. Details of Training/On Job Training of Faculty/Instructors/Operators and Technical personnel are to be clearly spelled out along with the duration and the Syllabi.
- (c) **Requirement of Installation/Commissioning.**
- (i) **Project Management.** Being a Turnkey project, the entire project needs to be managed for site, production and delivery. The equipment which are being delivered need to be appropriately packed prior to delivery.
  - (ii) **Production and Quality Assurance.** The production and the QA of entire hardware and software needs to be maintained and appropriate certification to be produced to support QA.
  - (iii) **Installation and Commissioning.** Being a Turnkey project, the Ship Manoeuvring Simulator is required to be installed and commissioned prior to handing over the equipment to the Buyer.
- (d) **Requirement of Acceptance Trials/Performance Trials.** On completion of the commissioning, the Seller will offer the Ship Manoeuvring Simulator for thorough Acceptance Trials and Performance trials by the operator and technical personnel of the Buyer.
- (e) **Requirement of Technical Documentation.** All relevant drawings, circuit diagram, plan, warranty for hardware and software and other relevant technical documentation are to be handed over prior to Acceptance trials / Performance trials. This shall include site drawings for electrical, LAN, etc.
- (f) **Nature of Assistance Required after Completion of Warranty.** The Seller should be able to provide assistance on completion of warranty( See Para 13 of Part IV for warranty period) by offering an AMC for continuance in maintenance of the Equipment. This shall include the error correction services, support and bug fixes. First line & second line service support engineer / personnel should always be available to rectify any defect rising thereof.

(g) **Requirement of Pre-Site/Equipment Inspection.** Nil

(h) **Other Details.** Nil

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

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

6. **Delivery Period.** Delivery period for supply of items would be 90 days from the effective date of contract. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

7. **Delivery.** All delivery will be Local Delivery at the Site which is defined as the date on which the delivery is made at the consignee's site mentioned in the contract.

### **PART III – STANDARD CONDITIONS OF TENDER**

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

The details of this Part are given in the Defence Procurement Manual available on site <http://mod.nic.in/dpm/wkshp/wksp1-anjula.pdf>, which needs to be taken into consideration.

### **PART IV – SPECIAL CONDITIONS OF TENDER**

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

1. **Performance Guarantee.** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).
2. **Option Clause.** The contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.
3. **Tolerance Clause.** To take care of any change in the requirement during the period starting from issue of TENDER till placement of the contract, Buyer reserves the right to 20% plus/minus increase or decrease the quantity of the required goods up to that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.
4. **Payment Terms.** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS.
5. **Paying Authority.** The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:
  - (a) Ink-signed copy of Commercial invoice / Seller's bill.
  - (b) Copy of Supply Order
  - (c) CRVs in duplicate.

- (d) Exemption certificate for Excise duty / Customs duty, if applicable.
- (e) Guarantee / Warranty certificate.
- (f) Performance Bank guarantee / Indemnity bond where applicable.
- (g) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
- (h) Any other document / certificate that may be provided for in the Supply Order / Contract.
- (i) User Acceptance.

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

6. **Risk & Expense Clause.**

(a) Should the stores or any instalment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any instalment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to 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 instalment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

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

(i) Such default.

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

(d) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed 10 % of the value of the contract.”

7. **Force Majeure Clause**

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

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

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

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

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

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

9. **OEM Certificate.** In case the Bidder is not the OEM, the agreement certificate with the OEM for sourcing the spares shall be mandatory. However, where OEMs do not exist, minor aggregates and spares can be sourced from authorized vendors subject to quality certification.

10. **Transportation.** The stores / equipment shall be delivered to NAMAC. Seller will bear the costs and freight necessary to bring the goods to NAMAC. The seller also has to procure insurance against the Buyer's risk of loss of or damage to goods during the carriage. The seller will contract for insurance and pay the insurance premium.

11. **Quality & Quality Assurance.** The quality of the stores/equipment delivered according to the present Contract shall correspond to the technical conditions and standards enumerated as per Tender. The seller would provide all assistance and facilities to the Buyer to assess the quality of the goods provided to NAMAC.

12. **Joint Receipt Inspection.** The following Joint Receipt Inspection clause will form part of the contract placed on successful Bidder: -

(a) The Parties agree that the Joint Receipt Inspection (JRI) of delivered goods shall be conducted on arrival at NAMAC. JRI shall be completed in a phased manner within the periods mentioned against each: -

(i) Quantitative checking to verify that the quantities of the delivered goods correspond to the quantities defined in this contract and the invoices within 02 weeks of arrival of goods at NAMAC.

(ii) Complete functional checking of the stores/equipment as per specifications in the contract and as per procedures and tests laid down by Buyer as and when the simulator is being installed at every stage.

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

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

(b) The Seller warrants for a period of 36 months from the date of commissioning, that the goods/stores supplied under the contract and each component used in the manufacture thereof shall be free from all types of defects/failures.

(c) If within the period of warranty, the goods are reported by the Buyer to have failed to perform as per the specifications, the Seller shall either replace or rectify the same free of charge. The Seller shall attend to that defect within 24 hours on receipt of the complaint. Record of the down time would be maintained by the user in the logbook. Spares required for warranty repairs shall be provided free of cost by the Seller. The Seller also undertakes to diagnose, test, adjust, calibrate and repair/replace the goods/equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the Buyer and the Seller.

(d) The Seller also warrants that necessary service and repair back up during the warranty period of the equipment shall be provided by the Seller and he will ensure that the downtime is within 0.8 % of the warranty period.

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

(f) If a particular equipment/goods fails frequently and/or, the cumulative down time exceeds 6.6 % of the warranty period, the complete equipment shall be replaced free of cost by the Seller within a stipulated period of 30 days of receipt of the notification from the Buyer. Warranty of the replaced equipment would start from the date of acceptance after Joint Receipt Inspection by the Buyer/date of installation and commissioning.

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

(a) The Seller agrees to provide Product Support for the stores, assemblies / sub-assemblies, fitment items and consumables, Special Maintenance Tools (SMT) / Special Test Equipments (STE) subcontracted from other agencies/ manufacturer by the Seller for a maximum period of 5 years including 1 year of warranty period after the delivery of ECDIS Simulator.

(b) In the event of any obsolescence during the above mentioned period of product support in respect of any component or sub-system, mutual consultation between the Seller and Buyer will be undertaken to arrive at an acceptable solution including additional cost, if any.

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

15. **Annual Maintenance Contract (AMC) Clause.** The following AMC clause will form part of the contract placed on successful Bidder if an AMC is required by the Buyer: -

(a) The Seller would provide comprehensive AMC for a period of 5 years. The AMC services should cover the repair and maintenance of all the equipment and systems purchased under the present Contract. The Buyer Furnished Equipment which is not covered under the purview of the AMC should be separately listed by the Seller. The AMC services would be provided in two distinct ways:

(i) **Preventive Maintenance Service.** The Seller will provide a minimum of four Preventive Maintenance Service visits during a year to the operating base to carry out functional check-ups and minor adjustments/ tuning as may be required.

(ii) **Breakdown Maintenance Service.** In case of any breakdown of the equipment/system, on receiving a call from the Buyer, the Seller is to provide maintenance service to make the equipment/system serviceable.

(b) **Response time.** The response time of the Seller should not exceed 24 hours from the time the breakdown intimation is provided by the Buyer.

(c) Serviceability of 93.4 % per year is to be ensured. This amounts to total maximum downtime of 24 days per year. Also un-serviceability should not exceed 03 days at one time. Required spares to attain this serviceability may be stored at site by the Seller at his own cost. Total down time would be calculated at the end of the year. If downtime exceeds permitted downtime, LD would be applicable for the delayed period.

(d) Maximum repair turnaround time for equipment/system would be 03 days. However, the spares should be maintained in a serviceable condition to avoid complete breakdown of the equipment/system.

(e) **Technical Documentation.** All necessary changes in the documentation (Technical and Operators manual) for changes carried out on hardware and software of the equipment will be provided.

(f) During the AMC period, the Seller shall carry out all necessary servicing / repairs to the equipment / system under AMC at the current location of the equipment / system. Prior permission of the Buyer would be required in case certain components / sub systems are to be shifted out of location. On such occasions, before taking over the goods or components, the Seller will give suitable bank guarantee to the Buyer to cover the estimated current value of item being taken.

(g) The Buyer reserves its right to terminate the maintenance contract at any time without assigning any reason after giving a notice of 01 month. The Seller will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the Seller for maintenance services already performed in terms of the contract, the same would be paid to it as per the contract terms.

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

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

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

(b) Being a Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the Tender. The compliance of Technical Bids would be determined on the basis of the parameters specified in the Tender. Once evaluated, the recommendations will be forwarded to Administrative Authority and approval to open the commercial bids. Dates for opening the commercial bids will be intimated to all the eligible bidders whose technical bids have been accepted.

(c) The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.

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

(i) In cases where only indigenous Bidders are competing, all taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.

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

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

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

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



(d) The Bidders are required to spell out the rates of all duties such as Customs duty, Excise duty, VAT, Service Tax, etc as applicable, in unambiguous terms. If reimbursement of Customs duty / Excise Duty / VAT is intended as extra, over the quoted prices, must be specifically mentioned. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entreated after the opening of Tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. Any exemption must also be clearly spelt out.

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

(f) The Lowest Acceptable Bid will be considered further for placement of contract/ Supply Order after complete clarification and price negotiations as decided by the Buyer.

2. **Price Schedule.** You are requested to offer your rates with following breakdown:-

(a) Total Basic Cost of the following : -

(i) Complete Simulator software, Licensed Software Window, etc

(ii) Dedicated Hardware (such as trackball, etc) specific to the simulator

(iii) Dedicated consoles for various stations, such as communication, etc specific to the simulator

(iv) Hardware such as Computers, LED Monitors and networking required for simulator (server, network switches, cables & I/O ports, PCs for Instructor, Student Consoles, etc)

(v) Electrical Civil work and labour charges

(vi) Installation, commissioning, user training & warranty and other such services.

(vii) Installation, Commissioning, Documentation, User Training, Warranty Support, etc

(viii) Any other miscellaneous charges

(b) Vat / Service Tax Charges if any.

3. **Price Bid Format.** The Price Bid Format is given below and Bidders are required to fill this up correctly with full details:-

(a) Basic Cost of the Item/Items:-

SNo	Item	Unit Price	Qty	Total
(i)				
(ii)				
(iii)	Total of Basic Price			

(b) Accessories.

(c) Installation / Commissioning Charges.

(d) Training.

(e) Technical Literature.

(f) Tools.

(g) AMC with spares.

(h) AMC without spares.

(j) Any other item.

(k) Is Excise Duty extra?

(l) If yes, mention the following –

(i) Total value of items on which Excise Duty is leviable:

(ii) Rate of Excise duty (item-wise if different ED is applicable):

(iii) Surcharge on Excise duty, if applicable?

(iv) Total value of excise duty payable:

(m) Is Excise Duty Exemption (EDE) required:

(n) If yes, then mention and enclose the following:

(p) Excise notification number under which EDE can be given:

(q) Is VAT extra?

(r) If yes, then mention the following:

(i) Total value on which VAT is leviable:

(ii) Rate of VAT:

(iii) Total value of VAT leviable:

- (s) Is Service Tax extra?
- (t) If yes, then mention the following:
  - (i) Total value of Services on which Service Tax is leviable:
  - (ii) Rate of Service Tax leviable:
  - (iii) Total value of Service Tax leviable:
- (u) Is Custom Duty Exemption (CDE) required:
- (v) If yes, then mention the following:
  - (i) Custom notification number under which CDE can be given (Enclose a copy):
  - (ii) CIF value of stores to be imported:
  - (iii) Rate of Customs Duty payable:
  - (iv) Total amount of Customs Duty payable:
- (w) Octroi / Entry taxes:
- (x) Any other Taxes / Duties / Overheads / Other costs:
- (y) Grand Total:
  - (i) Excluding AMC and spares
  - (ii) Including AMC with spares
  - (iii) Including AMC without spares

4. **Specifications and Allied Technical Details.** The specifications and allied technical details are placed at Para 4 of Part II to this Tender Enquiry. Representatives can fix up a pre-bid conference with the Director to clarify any issues and clearing any doubts if any at least one week prior to the bidding date.

Thanking you

Yours faithfully,

  
(R Vaz)  
Commodore  
Director