REQUEST FOR PROPOSAL DIRECTORATE OF NAVAL ARCHITECTURE
INTEGRATED HEADQUARTERS MINISTRY OF DEFENCE (NAVY)
ROOM NO 200 , II FLOOR, NAVAL HQ ANNEXE BUILDING,

INVITATION OF BID FOR SUPPLY OF ANCHORS

Request for Proposal (RFP) No- NC/1946/WR/DNA02 dated 18 Jun 2018

1. Bids in cover/ hand delivery, in two bid system (Quotations (Technical and Commercial) in separate sealed covers), are invited for supply of item listed in part-II of this RFP. Please superscribe the above mentioned Title, RFP number and date of opening of the Bid on the Bid to avoid the Bid being declared invalid.

2. The address and contact numbers for sending Bid or seeking clarifications regarding this RFP are given below –

(a) Queries to be addressed to:
Directorate of Naval Architecture
Integrated Headquarters of
Ministry of Defence (Navy)
Room No. 200, 2nd Floor
Naval Hq, Annex Building
Talkatora Stadium
New Delhi - 110001

(b) Postal address for sending the Bids:
Directorate of Procurement
Integrated Headquarters of
Ministry of Defence (Navy)
'C' Wing, Sena Bhawan
New Delhi - 110011

(c) Name/designation of the contact personnel: Lt Cdr S Thiagarajan, DDNA
(d) Telephone numbers of the contact personnel: +91-11-21410495
(e) E-mail ids of contact personnel: ddpro_it@ilms.gov.in,
dna.lhqm@navy.gov.in
(f) Fax number: +91-11-2379 3021/ 2301 0677/ 2301 0237/ 21410483.
3. This RFP is divided into five Parts as follows:

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

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

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

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

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

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

(Shrikant C Joshi)
Lt Commander
DDNA
Part I – General Information

1. **Last date and time for depositing the Bid.** Last date and time for receipt of Tender, within 06 weeks, is 31 Jul 2018 at 1100 Hrs. The bids will be submitted in sealed envelope/ hand delivery by the due date and time. The responsibility to ensure this lies with the Bidder.

2. **Manner of depositing the Bid.** Bid should be either dropped in the Tender Box marked as [TENDER BOX – DPRO] kept at the reception office at Gate No.1, (Opposite DRDO Building, Sena Bhawan, New Delhi-110011), or sent by registered post/ hand delivery at the address given below by 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. The technical bid and the financial bid should be sealed by the bidder in separate covers duly superscribed and both these sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed.

(a) **Address:**

Directorate of Procurement
Integrated Headquarters of
Ministry of Defence (Navy)
‘C’ Wing, Sena Bhawan
New Delhi - 110011

(b) **Technical Bid.** Cover-1 will contain the Technical Bids consisting of following documents:

(i) **Tender Conditions Acceptance Certificate.** The bidder shall certify for acceptance of all the tender conditions of the online RFP. The certificate duly signed shall be scanned and uploaded. In case of any deviations, the bid shall be rejected. If the certificate is signed by legally authorized signatory.

(ii) Compliance of specifications certificate along with special note if any mentioned in Para 1, Part II of the RFP as per format given at Para 2, Part II of the RFP.

(iii) EMD, if applicable or proof of exemption.

(iv) DD of tender fee if applicable. The crossed demand draft/IPO of Rs. 500/- (Rupees Five Hundred only) should be payable to PCDA, NEW DELHI-11. DD should be valid for minimum 3 months period. Any firm claiming exemption should enclose proof of the same.

(c) **Commercial Bid.** Commercial Bid will be submitted as Cover II and will consist of following:

(i) Commercial bid as per price bid format

3. **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 Bid. Commercial Bid of only those firms will be opened, whose Technical Bid are found compliant/suitable after Technical evaluation is done by the Buyer.

4. **Time, date and place for opening of Bid.** Bid shall be opened at 1430 Hrs on 31 Jul 2018 at Room no 422-B, 'C' Wing Sena Bhawan. In case change in venue, the same will be communicated in advance.

5. **Location of the Tender Box.** Tender box is located near Gate No.1, (Opposite DRDO Building, Sena Bhawan, New Delhi-110011)

6. **Forwarding of Bid.** Bids should be forwarded by Bidders under their original memo or letter pad inter alia furnishing details like TIN number, GST No., VAT/CST number, Bank address with NEFT Account details, etc and complete postal address, telephone number of contact persons and e-mail address of their office.

7. **Clarification regarding contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the RFP shall notify to the Buyer in writing about the clarifications sought, not later than **10 days** prior to date of opening of bids. Copies of the query and clarification by the buyer will be send to all the prospective bidders who have received the bidding documents.

8. **Modification and Withdrawal of Bid.** 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 bid. 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 bid. No bid shall be modified after the deadline for submission of bid. No bid may be withdrawn in the interval between the deadline for submission of bid 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, where applicable.

9. **Clarification regarding contents of the Bid.** During evaluation and comparison of bid, 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.

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

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

12. **Validity of Bid.** The Bid should remain valid till **06 months** from the last date of submission of the Bid.

13. **Earnest Money Deposit (if applicable).** Bidder is required to submit Earnest Money Deposit (EMD) for the amount of **Rs.1,16,811/-** (Rupees One lakh Sixteen thousand Eight hundred and Eleven only) for Indigenous firm and **US$ 1,818/-** (US Dollar One Thousand Eight Hundred and Eighteen Only) for foreign firm, in favour of **Principal Controller of Defence Account (Navy)**, 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 for the same item/range of products/goods or services 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 withdraw or amends, impairs or derogates from the tender in any respect within the validity period of their tender.

14. **Pre-Bid Conference**: To bring all vendors at par, a pre bid meeting will be held at 1100 Hrs, IHQ MOD (Navy)/ Directorate of Naval Architecture, Room No. 200, 2nd Floor, Naval HQ Annex Building, Talkatora Stadium, Park Lane, New Delhi 110001 on 14 Jul 2018. Lt. Cdr S Thiagarajan, DDNA at Tel No 011-21410495, +91 8942873535 at IHQ MoD(N)/DNA is to be contacted for details. A maximum of two representatives of vendor would be permitted to attend the conference. Vendor willing to participate in the conference may confirm their nomination by 02 Jul 2018 to DNA on telephone 011-21410495, Tele Fax No. 011-21410483. In case the vendor representative is foreign personnel, copy of Passport, Visa and place of stay shall also be forwarded by 02 Jul 2018 for processing of security clearance.

(Srikant C Joshi)
Lt Commander
DDNA
Part II – Essential Details of Items/Services required

1. **Schedule of Requirements.** The list of items required are placed at Annexure-1.

2. **Technical Details:** Anchors shall be as per type mentioned at Annexure 1. The following documents shall be the part of the technical bid:-

   (a) Details drawings of each anchor listed at Annexure 1.
   (b) Material specifications.
   (c) Quality Assurance Procedure.
   (d) Inspection Agency.

The scrutiny of drawings and material specifications shall be undertaken by the Buyer and duly approved by the buyer and forwarded to seller. The drawings approved by the Buyer will be binding and seller shall supply items as per Buyer approved drawings only.

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

<table>
<thead>
<tr>
<th>RFP Specification Item wise</th>
<th>Specification of Item offered</th>
<th>Compliance to RFP Specification whether yes or No</th>
<th>In Case of non-compliance, Deviation from RFP to be specified in unambiguous terms.</th>
</tr>
</thead>
</table>

4. **Delivery Period.** Delivery period for supply of items would be **06 months** 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.

5. **INCOTERMS for Delivery and Transportation** –

   **For Indigenous firms** :
   - **FOR destination.** Items are to be delivered at CWH/ MO(Mbi)/ Ghatkopar.
   - CWH/ MO(Vzg)/Vizag.
   - Consignee details of all anchors placed at Annexure 1.

   **For Foreign Firms** :
   - The delivery terms to be indicated as CIP/CIF.
   - In case of FOB/FAS the cost of transportation, Freight Insurance, Freight & handling charges to be indicated separately.
6. **Consignee Address:-**

(i) The Material Superintendent  
(Controller of Warehousing), CWH/ MO(Mbl)  
Material Organisation  
LBS Marg  
Ghatkopar(W)  
Mumbai 400086

(ii) The Material Superintendent  
(Controller of Warehousing), CWH/ MO(Vzg)  
Kancharapalem PO  
Visakhapatnam – 530014

**Landing Officer (For consignments by Air)**

The Material Superintendent  
(for Controller of Warehousing)  
Naval Store Depot, Ghatkopar West  
Mumbai-400086

**Landing Officer (For consignments by Sea)**

The Commandant  
Embarkation Headquarters  
2nd Floor, Nav Bhawan Building  
10-R Kamani Marg, Ballard Estate,  
Mumbai-400038
Part III – Standard Conditions of RFP

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

1. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

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

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

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

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

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

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

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

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

   (a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than **06 months** after the scheduled date of delivery.

   (b) The Seller is declared bankrupt or becomes insolvent.

   (c) The delivery of material is delayed due to causes of Force Majeure by more than **12 months** provided Force Majeure clause is included in contract.

   (d) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

   (e) As per decision of the Arbitration Tribunal.

10. **Notices.** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.
11. **Transfer and Sub-letting.** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

12. **Patents and other Industrial Property Rights.** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

13. **Amendments.** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14. **Taxes and Duties**

(a) **In respect of foreign firms:** All taxes, duties, levies and charges which are to be paid for the delivery of goods, including advance samples, shall be paid by the parties under the present contract in their respective countries.

(b) **In respect of Indigenous bidders:**

i) **General**

   (a) All taxes and duties are to be paid at actual upon proof of payment as notified by the Government. Cost of the items as per Annexure I are exclusive of Taxes and Duties.

   (b) The bidders are required to quote the prices on all exclusive basis i.e. the basic price shall be exclusive of all the Government taxes and levies applicable. The Government taxes and levies should be mentioned separately in the quote. In case, the Govt. Taxes and levies applicable are not mentioned specifically/separately in the quote, the rate quoted by the firm will be considered all inclusive and the seller shall have not right to claim for the same.

   (c) Any changes in taxes and duties upward/downward as a result of any statutory variation in taxes/duties taking place within supply order terms shall be allowed to the extent of actual quantum of such taxes/duties paid by the Supplier. Similarly in case of downward revision, in any tax/duties, the actual quantum of reduction of such taxes/duty shall be reimbursed to the Buyer by the Seller. All such adjustments shall include reliefs/exemption, rebates, concessions etc. if any obtained by the Seller.

   (d) On the Bids quoting GST extra, the rate, the type of GST- Centre, state, integrated, Union Territory applicable at the time of supply should be shown separately. GST will be paid to the Seller at the rates mentioned in
schedule of GST rates, based on the HSN code and as notified by the GST council.

(e) Any decrease in the cost to the supplier on account of change in tax structure, after implementation of GST or due to benefit of input tax, during the period of contract, will be passed on to the buyer.
Part IV – Special Conditions of RFP

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

1. Performance Guarantee:

(a) **Foreign cases:** The Seller will be required to furnish a Performance Guarantee by way of a Bank Guarantee from Seller’s Bank through an international repute (as per advice received from SBI, Foreign Division Branch regarding acceptability of bank guarantee) in favour of the Government of India, Ministry of Defence within 30 days from the effective date of the contract. In case the advice of SBI is that the guarantee is not from a bank of international repute with satisfactory country rating and/or a confirmation of a reputed Indian bank is required to be obtained, then the guarantee will be got confirmed by public sector bank or a private sector bank duly authorized by RBI to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) equal to ten (10) percent of the total value of this contract. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The Performance Bank Guarantee shall be considered open upon receipt by the Buyer’s Bank. In case any claims or any other contract obligations are outstanding, the Seller will extend the Performance Bank Guarantee as asked for by the Buyer till such time as the Seller settles all claims and completes all contract obligations. The Performance Bank Guarantee will be subject to encashment by the Buyer, in case the conditions regarding adherence to delivery schedule, settlement of claims and other provisions of the contract are not fulfilled by the Seller. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).

(b) **Indigenous:** 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 ten (10) percent 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. Payment terms

(a) **Foreign Sellers:**

The payment will be arranged through Letter of Credit from Reserve Bank of India/State bank of India/any other Public Sector Bank, as decided by the Buyer, to the Bank of the Foreign Seller. The Seller will give a notification within a specified period about the readiness of goods. Letter of Credit is to be opened by the Buyer within 45 days on receipt of notification of readiness from the firm. The Letter of Credit will be valid for 90 days from the date of its opening, on extendable basis by mutual consent of both the Seller and Buyer.

OR
If the value of the contract is up to US $ 100,000, payments will be made by Direct Bank Transfer. DBT payment will be made within 30 days of receipt of clean Bill of Lading / AWB/Proof of shipment and such other documents as are provided for in the contract, but such payments will be subject to the deductions of such amounts as the Seller may be liable to pay under the agreed terms of the Contract.

(b) **Indigenous Sellers** - It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). The payment will be made as per the following terms, on production of the requisite documents:

(i) 95% Payment against Inspection note, Proof of dispatch, duly supported by photocopy of the Bank Guarantee and against Consignee’s provisional receipt. Balance of 5% will be paid on receipt of items in good condition by consignee(s) along with user’s certificate of complete Installation and successful commissioning.

OR

100% payment on delivery and acceptance by the user.

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

4. **Paying Authority:**

(a) **Foreign Sellers** - (Name and address, contact details). Paid shipping documents are to be provided to the Bank by the Seller as proof of dispatch of goods as per contractual terms so that the Seller gets payment from LC. The Bank will forward these documents to the Buyer for getting the goods/stores released from the Port/Airport. Documents will include:

(i) Clean on Board Airway Bill/Bill of Lading
(ii) Original Invoice
(iii) Packing List
(iv) Certificate of Origin from Seller’s Chamber of Commerce, if any.
(v) Certificate of Quality and current manufacture from OEM.
(vi) Dangerous Cargo certificate, if any.
(vii) Insurance policy of 110% if CIF / CIP contract
(viii) Certificate of Conformity & Acceptance Test at PDI, if any.
(ix) Physio-sanitary / Fumigation Certificate, if any.
(x) Performance Bond / Warranty Certificate
(b) **Indigenous Sellers**: (Name and address, contact details). The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:

(i) Ink-signed copy of contingent bill / Seller's bill.
(ii) Ink-signed copy of Commercial invoice / Seller's bill.
(iii) Copy of Supply Order/Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
(iv) CRVs in duplicate.
(v) Inspection note.
(vi) Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.
(vii) Exemption certificate for Excise duty / Customs duty, if applicable.
(viii) Bank guarantee for advance, if any.
(ix) Guarantee / Warranty certificate.
(x) Performance Bank guarantee / Indemnity bond where applicable.
(xi) DP extension letter with CFA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.
(xii) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
(xiii) Any other document / certificate that may be provided for in the Supply Order / Contract.
(xiv) User Acceptance.
(xv) Xerox copy of PBG.
(xvi) Self Certification by the Seller with reference to clause 14(b)(e) of Part III.

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

(a) The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the contractor sells the stores or offers to sell stores of identical description to any persons / Organisation including the purchaser or any Department of the Central government or any Department of State government or any statutory undertaking of the Central or State government as the case may be during the period or till the performance of all Supply Orders placed during the currency of the rate contract is completed.
(b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person / organisation including the Buyer or any Deptt. of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale or offer of sale to the Purchase/ Contracting Authority and the price payable under the contract for the stores of such reduction of sale shall correspondingly reduced. The above stipulation will, however, not apply to:-

(i) Exports by the Seller.

(ii) Sale of goods as original equipment at price lower than lower than the prices charged for normal replacement.

(iii) Sale of goods such as drugs which have expiry dates.

(iv) Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies /or private parties and bodies.

(c) The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract – “We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/organisation including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract except for quantity of stores categories under sub-clauses (a), (b) and (c) of sub-para (ii) above details of which are given below---------.

6. Risk & Expense clause –

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

(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 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 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. Such recoveries shall not exceed 25% 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.

(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.

(f) Lock out and Power faults will not be part of Force Majeure.

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 RFP. The Seller,post approval of the Buyer, may carry out technical upgradation /alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenisation or obsolescence only. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques alongwith necessary tools as a result of upgradation/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. **Export License**: The Bidders are to confirm that they have requisite export license from their Government and Authorization from the manufacturing plant, in case they are not the OEM, to export the military / non-military goods to India.

11. **Earliest Acceptable Year of Manufacture**: Not earlier than 2017. Quality/Life certificate will need to be enclosed with the Bill.

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

   (a) **Foreign Bidders (CIF/CIP)** – The stores shall be delivered CIP Mumbai/Vizag/Kochi (Port of destination). Seller will bear the costs and freight necessary to bring the goods to the port of destination. The Seller also has to procure marine insurance against the Buyer’s risk of loss of or damage to goods during the carriage. The Seller will contract for insurance and pay the insurance premium. Seller is also required to clear the goods for export. The store should be shipped preferably by the Indian flag vessels or by vessels belonging to the conference lines in which India is a member country. However, if an Indian flag vessels or vessels of conference lines is scheduled to arrive at the specified port of loading later than 15 days of readiness or on roots where Indian vessels /conference lines vessels do not ply etc. The sellers may arrange for shipment of the cargo by the alternative carrier with the prior return permission by the buyer. The date of issue of the Bill of Lading shall be considered as the date of delivery. No part shipment of goods would be permitted. Trans-shipment of goods would not be permitted. In case it becomes inevitable to do so, the Seller shall not arrange part-shipments and/or transshipment without the express/prior written consent of the Buyer. However, the Seller can still utilize the services of the MoD, Govt of India Freight Forwarding Agent details for which will be provided by the Buyer. Seller will be required to communicate the following information invariably by telex/signed in case of import of Defence Stores being brought in commercial ships to Embarkation Head Quarters concerned well in advance before the Ship sails the port of loading:

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

(b) **Indigenous Bidders** Seller will bear the costs and freight necessary to bring the goods to the Consignee as mentioned in respective Purchase Order.

13. **Foreign Bidders/Indigenous Bidders**

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

(b) **Packing and Marking**: The following Packing and Marking clause will form part of the contract placed on successful Bidder –

(i) The Seller shall provide packing and preservation of the equipment and spares/goods contracted so as to ensure their safety against damage in the conditions of land, sea and air transportation, transhipment, storage and weather hazards during transportation, subject to proper cargo handling. The Seller shall ensure that the stores are packed in containers, which are made sufficiently strong, and with seasoned wood. The packing cases should have hooks for lifting by crane/fork lift truck. Tags with proper marking shall be fastened to the special equipment, which cannot be packed.

(ii) The packing of the equipment and spares/goods shall conform to the requirements of specifications and standards in force in the territory of the Seller's country. In addition, the preservation of the stores should be maintained for 3 years.

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

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

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

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

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

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

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

14. **Quality**: The quality of the stores delivered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in Seller’s country or specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the stores to be supplied under this Contract shall be of current manufacture i.e. not manufactured before 2017, and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past if any. The Seller shall supply an interchangeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

15. **Quality Assurance**

(a) **Foreign Bidders / Indigenous Bidders** The items will be inspected against approved drawing/QAP by Classification Society (Indian Register of Shipping (IRS)/ Lloyd's Register of Shipping (LRS)/ American Bureau of Shipping (ABS)) only. Seller would provide the Standard Acceptance Test Procedure (ATP) within 01 month of this date of contract. Buyer reserves the right to modify the ATP. Seller would be required to provide all test facilities at his premises for acceptance and inspection by Buyer. The details in this regard will be coordinated during the negotiation of the contract. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.

16. **Inspection Authority**

(a) **Foreign Bidders / Indigenous Bidders**: The Inspection will be carried out by Classification Society (IRS/LRS/ABS) only.

17. **Pre-Dispatch Inspection** – The Buyer reserves the right to conduct PDI.

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

(a) The Parties agree that the Joint Receipt Inspection (JRI) of delivered goods shall be conducted on arrival in India at location to be nominated by the Buyer. JRI shall be completed within 30 days (for armament/ammunition) 30 days (for other than armament/ammunition) of arrival of good at the Port Consignee. JRI will consist of

(i) Quantitative checking to verify that the quantities of the delivered goods correspond to the quantities defined in this contract and the invoices.
(ii) Complete functional checking of the stores/equipment as per specifications in the contract and as per procedures and tests laid down by Buyer but functional checking of spares shall not be done.

(iii) Check proof and firing, if required.

(b) JRI will be carried out by the Buyer's representative(s). The Buyer will invite the Seller with a prior notice of a minimum of Seven (07) days to attend the JRI for the delivered goods. The Seller shall have the right not to attend the JRI. The bio data of the Seller's representative will need to be communicated Seven (07) days prior to the dispatch of goods to the Buyer for obtaining necessary security clearance in accordance with the rules applicable in the Buyer's country.

(c) Upon completion of each JRI, JRI proceedings and Acceptance Certificate will be signed by both the parties. In case the Seller's representative is not present, the JRI proceedings and Acceptance Certificate shall be signed by the Buyer's representative only and the same shall be binding on the Seller. Copy of JRI proceedings and Acceptance Certificate shall be dispatched to the Seller within 07 days of completion of the JRI. In case of deficiencies in quantity and quality or defects, details of these shall be recorded in the JRI proceedings, Acceptance Certificate shall not be issued and claims raised as per the Article on Claims in the contract. In case of claims, Acceptance Certificate shall be issued by Buyer's representative after all claims raised during JRI are settled. If the Buyer does not perform the JRI as mentioned above for reasons exclusively attributable to him, the JRI in India shall be deemed to have been performed and the stores/equipment fully accepted.

19. **Tolerance Clause** - The following franking clause will form part of the contract.

(a) The buyer reserves the right to 25% plus/minus increase or decrease in overall quantity of the required goods without any change in terms & conditions and price quoted by the seller. While awarding the contract the quantity of the ordered can be increased/ decreased by the Buyer within this tolerance limit.

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

(a) Franking Clause in the case of Acceptance of Goods “The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the contract”.

(b) Franking Clause in the case of Rejection of Goods “The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract.”

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

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

(b) The quantity claims for deficiency of quantity shall be presented within 45 days of completion of JRI and acceptance of goods. The quantity claim shall be submitted to the Seller as per Form DPM-22 (Available in MoD website and can be given on request).

(c) The quality claims for defects or deficiencies in quality noticed during the JRI shall be presented within 45 days of completion of JRI and acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 45 days after expiry of the guarantee period. The quality claims shall be submitted to the Seller as per Form DPM-23 (Available in MoD website and can be given on request).

(d) The description and quantity of the stores are to be furnished to the Seller along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will settle the claims within 45 days from the date of the receipt of the claim at the Seller's office, subject to acceptance of the claim by the Seller. In case no response is received during this period the claim will be deemed to have been accepted.

(e) The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location under Seller's arrangement.

(f) Claims may also be settled by reduction of cost of goods under claim from bonds submitted by the Seller or payment of claim amount by Seller through demand draft drawn on an Indian Bank, in favour of Principal Controller/Controller of Defence Accounts concerned.

(g) The quality claims will be raised solely by the Buyer and without any certification/countersignature by the Seller's representative stationed in India.

22. Warranty –

(a) The following Warranty will form part of the contract placed on the successful Bidder –

(i) Except as otherwise provided in the invitation tender, the Seller hereby declares that the goods, stores articles sold/supplied to the Buyer under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/mentioned in contract. The Seller hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of 12 months from the date of delivery of the said goods stores/articles to the Buyer or 15 months from the date of shipment/dispatch from the Seller's works whichever is earlier and that notwithstanding the fact that the Buyer may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of 12/15 months the said goods/stores/articles be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated, and the decision of the Buyer in that behalf shall be
final and binding on the Seller and the Buyer shall be entitled to call upon the Seller to rectify the goods/stores/articles or such portion thereof as is found to be defective by the Buyer within a reasonable period, or such specified period as may be allowed by the Buyer in his discretion on application made thereof by the Seller, and in such an event, the above period shall apply to the goods/stores/articles rectified from the date of rectification mentioned in warranty thereof, otherwise the Seller shall pay to the Buyer such compensation as may arise by reason of the breach of the warranty therein contained.

(ii) Guarantee that they will supply spare parts, if and when required on agreed basis for an agreed price. The agreed basis could be and including but without any limitation an agreed discount on the published catalogue or an agreed percentage of profit on the landed cost.

(iii) Warranty to the effect that before going out of production for the spare parts they will give adequate advance notice to the Buyer of the equipment so that the latter may undertake the balance of the lifetime requirements.

(iv) Warranty to the effect that they will make available the blue prints of drawings of the spares if and when required in connection with the main equipment.

23. **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/subassemblies, fitment items and consumables, Special Maintenance Tools(SMT)/Special Test Equipment(STE) subcontracted from other agencies/manufacturer by the Seller for a maximum period of _____ years including ______ year of warranty period after the delivery.

(b) The Seller agrees to undertake Maintenance Contract for a maximum period of _____ months, extendable till the complete Engineering Support Package is provided by the Seller.

(c) 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.

(d) 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.

(e) The Seller agrees to provide an Engineering Support Package as modified after confirmatory Maintenance Evaluation Trials (METs). The SELLER agrees to undertake the repair and maintenance of the equipment, SMTs/STEs test set up, assemblies/sub assemblies and stores supplied under this contract for a period of _____ years as maintenance contract as specified or provision of complete Engineering Support Package to the Buyer whichever is later, as per terms and conditions mutually agreed between the Seller and the Buyer.
Part V Evaluation Criteria and Price Bid Issues

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

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

(b) In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The 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 case of where only Indian Bidders are competing, L-1 bidder will be determined by excluding levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service tax Octroi/entry tax, etc on final product, as quoted by bidder.

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

(aa) In case of foreign bidders, Basic Custom Duty (BCD) would be added to the CIF/CIP cost quoted by them for the purpose of comparison of various tenders.

(ab) In case of indigenous bidders, the price comparison would be undertaken by offloading GST.

(d) 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.

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

(f) Any other criteria as applicable to suit a particular case.
2. **Price Bid Format:**

(a) The Price Bid Format in general is given below and Bidders are required to fill this up correctly with full details: (As required under Part-II of RFP (The format indicated below is only as an illustration. This format should be filled up with items/requirements as mentioned in Part-II of RFP.)):-

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<th>Unit price</th>
<th>HSN code</th>
<th>Del. Period</th>
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</tr>
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<td>ii.</td>
<td>B</td>
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<td>iii.</td>
<td>C</td>
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<td>iv.</td>
<td>Total of Basic Price</td>
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(b) GST rate with HSN code

**Note:** 1. Determination of L-1 will be done based on total of basic prices (not including levied, taxes and duties levied by Central, state/local Governments such as excise duty, VAT, Service tax, Octroi/entry.

(Shrikant C Joshi)
Lt Commander
DDNA
## SCHEDULE OF REQUIREMENTS

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<th>Anchor Type</th>
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<th>UNIT PRICE</th>
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