



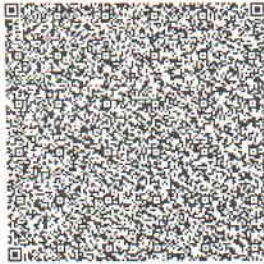
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL15822086320722Q
 Certificate Issued Date : 18-Apr-2018 02:01 PM
 Account Reference : IMPACC (IV)/ dl889403/ DELHI/ DL-DLH
 Unique Doc. Reference : SUBIN-DL15822086320722Q
 Purchased by : MHT TECHNOLOGY PVT LTD
 Description of Document : Article 5 General Agreement
 Property Description : Not Applicable
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : MHT TECHNOLOGY PVT LTD
 Second Party : INDIAN COAST GUARD DELHI
 Stamp Duty Paid By : MHT TECHNOLOGY PVT LTD
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



Please write or type below this line.

RATE CONTRACT FOR PROCUREMENT OF LUBE OIL GADINIA 40

CONTRACT AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF INDIA, MINISTRY OF DEFENCE AND M/S MHT TECHNOLOGY PRIVATE LIMITED., CHENNAI FOR LUBE OIL GADINIA 40

CONTRACT No. CGHQ/LUB/ARC/02/2018-19 DATED 18 APR 18

VALID FROM 18 APR 18 TO 17 APR 21

For MHT TECHNOLOGY PVT. LTD.



Statutory Alert

Director

1

एन वी नरसिम्हा / NV Narasimha

उप महानिरीक्षक / DIG

प्रधान निदेशक (संभारिकी) / Principal Director (Logistics)

संभारिकी मुख्यालय / Coast Guard Headquarters

नई दिल्ली-110001 / New Delhi-110001



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 2. The onus of checking the legitimacy is on the users of the certificate.
 3. In case of any discrepancy please inform the Competent Authority.

Part I

PREAMBLE

1. This contract is made on this day, 18th day of the month of April, 2018 in New Delhi, between the President of India represented by the **Principal Director (Logistics), Coast Guard Headquarters, Ministry of Defence, Government of India, South Block, New Delhi** hereinafter referred to as the 'Buyer' (which term, unless excluded by the context, shall be deemed to include his successor in office) on one part, and **M/s MHT Technology Private Limited, New # 25 (Old 13), Mookernalla Muthu Street, 2nd Floor, Parrys, Chennai** duly represented by an **officer nominated by MHT Technology Private Limited** and incorporated under the laws of India, having its registered office at **Chennai** (which term, unless expressly excluded by the context, shall be deemed to include its successors and assignees), hereinafter referred to as the 'Seller' on the other part.

2. The Seller undertakes to sell and deliver to the Buyer, and the Buyer undertakes to accept and pay for on the terms & conditions stipulated in this contract, the items/services, quantity, unit price and total value as specified in Part-II of this contract.

3. This Contract is divided into five parts. The Buyer and Seller agree for the following as mentioned in other four parts of this contract –

a. Part II – Buyer agrees to buy and Seller agrees to sell items/services mentioned in Part II at the prices mentioned therein. This Part also contains essential details of the items/services required, such as the Technical Specifications, Delivery Period, Place of Delivery and Consignee details agreed by the Seller.

b. Part III – Buyer and Seller agree to abide by the Standard Conditions of Contract mentioned in Part III.

c. Part IV - Buyer and Seller agree to abide by the Special Conditions of Contract mentioned in Part IV.

d. Part V – It contains list of other addresses, other relevant details and signing formalities pertaining to this contract.



For MHT TECHNOLOGY PVT. LTD.



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Director

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एन वी नरसिम्हा / NV Narasimha
उप महानिरीक्षक / DIG
प्रधान निदेशक (संभारिकी) / Principal Director (Logistics)
तटरक्षक मुख्यालय / Coast Guard Headquarters
नई दिल्ली-110001 / New Delhi-110001

Part II – Essential Details of Items/Services contracted

1. Schedule of Prices – Detail of item contracted is as follows:

Item	Consignee	Unit Price (Rs.)/ Ltr excluding GST.	GST @ 18%	Unit Price including GST
Gadinia 40	CGSD (MB)	102.00	18.36	120.36
	CGSD (CH)			
	CGSD (PBD)			
	CGSD (K)			
	CGSD (PDP)			
	RSD (PBR)			

2. Technical Details: NA

3. Delivery Period - Delivery period for supply of items would be **30 days for all the consignee except for RSD (Port Blair) from the effective date of placing supply order**. 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. **For RSD(Port Blair) the delivery period is 45 days.**

4. INCOTERMS for Delivery and Transportation – (“E” / “F” / “C” / “D” Terms). The definition of Delivery Period for this contract will be F.O.R. destination CGSD (MB) at Mumbai, CGSD (CH) at Chennai, CGSD (PBD) at Porbandar, CGSD (K) at Kochi and CGSD (PDP) at Paradip and RSD (PBR) at Port Blair.

5. Consignee details –

(a) The Officer-in-Charge
Coast Guard Store Depot (MB)
Cheetah Camp, SPDC Colony
Mankhurd, Mumbai – 400088
Tel : 9122 - 25565368
Fax: 9122 - 25558171

(b) The Officer-in-Charge
Coast Guard Store Depot (CH)
GM Pettai Road, Royapuram,
Chennai - 600013

(c) The Officer-in-Charge
Coast Guard Store Depot (PBD)
Near RGT College
Porbandar – 360575
Gujarat
Tel 06722 220174

MHT TECHNOLOGY PVT. LTD.

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उप महानिरीक्षक / DIG

प्रधान निदेशक (संभारिकी) / Principal Director (Logistics)
तटरक्षक मुख्यालय / Coast Guard Headquarters
नई दिल्ली-110001 / New Delhi-110001



(d) The Officer-in-Charge
Coast Guard Store Depot (K)
Kalvetty Road, Fort Kochi
Kochi – 682001, Kerala
Tel 0484 - 2218460

(e) The Officer-in-Charge
Coast Guard Store Depot (PDP)
Paradip
Tele 06722 - 222279

(f) The Officer-in-Charge
Regional Store Depot (PBR)
Post Box No. 716, Haddo Post Office
Port Blair-744 102
Tel: 03192-233921

6. **Direct Demanding Officers (DDO's)**

(a) The Commander
{for CSO (P&A)}
Coast Guard Region (West)
Mumbai – 400 030

(b) The Commander
{for CSO (P&A)}
Coast Guard Region (North-East)
Kolkata - 700156

(c) The Commander
{for CSO (P&A)}
Coast Guard Region (East)
Chennai 600 009

(d) The Commander
{for CSO (P&A)}
Coast Guard Region (North -West)
Gandhinagar - 382017

(e) The Commander
{for CSO (P&A)}
Coast Guard Region (A&N)
Port Blair 744102



For MHT TECHNOLOGY PVT. LTD.



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Director

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उप महानिरीक्षक / DIG
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Part III – Standard Conditions of Contract

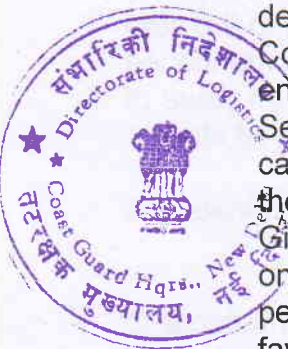
1. **Law**: The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

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 for **three years**. 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 Arbitration is as per Form DPM-7 / DPM-8 / DPM-9 enclosed to Part-III of this contract.

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

5. **Agents / Agency Commission**: The Seller confirms and declares to the Buyer that the Seller is the original manufacturer 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



Signature
Director

Director



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 the 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**.
- (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.

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तटरक्षक मुख्यालय / Coast Guard Headquarters
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For MHT TECHNOLOGY PVT. LTD.
6
Director

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 case of Foreign Seller** NA.

OR

b) **In case of Indigenous Seller**

i) **General**

1. If Bidder desires to ask for GST extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

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

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



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

5. Any change in any GST upward/downward as a result of any statutory variation taking place within contract terms shall be allowed to the extent of actual quantum of such GST paid by the supplier. Similarly, in case of downward revision in any GST, the actual quantum of reduction of such GST shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

ii) **Customs Duty – NA**

iii) **GST-** As per para 1 of part II above.

15. Pre-Integrity Pact Clause – NA.



For MHT TECHNOLOGY PVT. LTD.



Director

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उप महानिरीक्षक / DIG
प्रधान निदेशक (संभारिकी) / Principal Director
तटरक्षक मुख्यालय / Coast Guard
नई दिल्ली-110001 / New Delhi

Part IV – Special Conditions of Contract

1. Performance Guarantee:

a. **In case of Indigenous Seller** M/s MHT Technology Private Limited will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank for a sum of ₹ 3,86,000.00 (**Rupees Three lakh eighty six thousand only**) within 30 days of signing of this contract and renewal after one year. Performance Bank Guarantee/indemnity bond will be valid up to 60 days beyond the date of applicability of present contract (three years from date of signing the contract). The specimen of PBG is given in Form DPM-15 (Copy enclosed).

OR

b. **In case of Foreign Seller:** NA

2. Option Clause: NA

3. Repeat Order Clause – NA

4. Tolerance clause – NA

5. **Payment terms for Indigenous Sellers** – 100% payment on delivery and acceptance by consignee on receipt of CRV and Inspection Note.

6. Payment terms for Foreign Sellers – NA

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

8. Paying Authority:

a. **Indigenous Sellers** – The Principal Controller of Defence Accounts (Navy), Coast Guard Section No. 1, Cooperage Road, Post Box No. 689, Mumbai – 400039. The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:

i. Ink-signed copy of contingent bill / Seller's bill.

ii. Ink-signed copy of Commercial invoice / Seller's bill.

iii. Copy of Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.

iv. CRVs in duplicate.

v. Inspection note.

vi. Claim for statutory and other levies to be supported with requisite documents / proof of payment such as GST, proof of payment for



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FOR MHT TECHNOLOGY PVT. LTD.
Director

EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.

vii. Exemption certificate for duties / Customs duty, if applicable.

viii. Bank guarantee for advance, if any.

ix. Guarantee / Warranty certificate.

x. Performance Bank guarantee / Indemnity bond where applicable.

xi. DP extension letter with CFA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.

xii. Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in contract).

xiii. Any other document / certificate that may be provided for in the contract.

xiv. User Acceptance.

xv. Photocopy of PBG.

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

b. Foreign Sellers – NA.

9. Fall clause -

a. The price charged for the stores supplied under the contract by the Contractor shall in no event exceed the lowest prices at which the contractor sells the stores or offer to sell stores of identical description to any persons/Organisation including the purchaser or any Department of the Central Government or any Department of State Government or any statutory undertaking the central or state government as the case may be during the period till performance of all Supply Orders placed during the currency of the rate contract is completed.

b. If at any time, during the said period the contractor reduces the sale price, sells or offer to sell such stores to any person/organisation including the purchaser or any Deptt, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or State Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:--



- i. Exports by the contractor.
- 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 R/C holders cannot reduce rates under pretext of fall clause in Drug and medicine contracts.
- iv. Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private parties and bodies.

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

10. Exchange Rate Variation Clause: NA.

11. Risk & Expense clause – NA

12. Buy-Back offer - NA

13. Force Majeure: Should any Force Majeure circumstances arise, each of the contracting party shall be excused for the non-fulfilment or for the delayed fulfilment of any of its contractual obligations, if the affected party within (days) of its occurrence informs the other party in writing. Force Majeure shall mean fires, floods, natural disasters or other acts, that are unanticipated or unforeseeable, and not brought about at the instance of the party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non-performance or delay in performance, such as war, turmoil, strikes, sabotage, explosions, quarantine restriction beyond the control of either party. A party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this contract.

14. Specification: The Seller guarantees to meet the specifications as per Part-II of this contract and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer Services as per modifications/requirements recommended after the Maintenance Evaluation Trials. All technical literature and drawings shall be amended as the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may



For MHT TECHNOLOGY PVT. LTD.
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carry out technical upgradation/alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenisation or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques alongwith necessary tools as a result of upgradation/alterations will be provided to the Buyer free of cost within 30 days of affecting such upgradation/alterations.

15. OEM Certificate: In case the Seller is not the OEM, the agreement certificate with the OEM for sourcing the lube oil shall be mandatory. Lube oil, if being sourced from the OEM vendors subject to quality certification.

16. Export License: The Seller is 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.

17. Earliest Acceptable Year of Manufacture: The items should be of latest manufacture, conforming to the current production standard having 100% defined life at the time of delivery.

18. Buyer Furnished Equipment: NA.

19. Transportation : F.O.R. destination CGSD (MB) at Mumbai, CGSD (CH) at Chennai CGSD (PBD) at Porbandar, CGSD (K) at Kochi, CGSD (PDP) at Paradip and RSD (PBR) at Port Blair.

20. Air lift: NA.

21. Packing and Marking

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

b. The oil will be delivered in pack size of **209 ltrs barrel** only. 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. M/s MHT Technology, Chennai in addition agreed to provide 50 ltrs containers only with first consignment maximum of 10 jerry canes per ship, free of cost to make quarter deck free of drums.

c. A label in English shall be pasted on the barrel indicating the under mentioned details of the item contained in the barrel. The barrel shall consists as required.

i) Part Number :
Nomenclature :

For MHT TECHNOLOGY PVT. LTD.
MHT
Director

- iii) Contract annex number :
- iv) Annex serial number :
- v) Quantity contracted :

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

e. NA.

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

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

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

23. Quality Assurance: 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. The Seller should submit their own test certificate to ensure that the product conform to the technical specification alongwith supply.

24. Inspection Authority: On receipt the items will be inspected by a board of officers nominated by the O I/C of respective depot/consignee. The lube oils will be accepted against lube test certificate (Firm's warranty/guarantee certificate).

25. Pre-Dispatch Inspection – NA.

26. Joint Receipt Inspection: NA.



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उप महानिरीक्षक / DIG
प्रधान निदेशक (सामरिक) / Principal Director (Logistics)
तटरक्षक मुख्यालय / Coast Guard Hqrs.
नई दिल्ली-110001 / New Delhi

27. Franking Clause

a. 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. 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."

28. 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.

. The quantity claims for deficiency of quantity shall be presented within 45 days of reporting 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 receipt shall be presented within 45 days of reporting 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.



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For MHT TECHNOLOGY PVT. LTD.

Director

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

29. Warranty –

a. The following Warranty will form part of the contract placed on 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/despatch 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.

30. Product Support: NA.

31. Annual Maintenance Contract (AMC) Clause – NA.

32. Engineering Support Package (ESP) clause – NA.

33. Price Variation (PV) Clause –

(a) Basic prices should be quoted with price variation and not on firm & fixed price basis. Basic price of each item is based on the composition of SN 500 and BS 150.

The price variation formula:

$$P_c = P_i + (BO_c - BO_i)$$

Where,

P_c = Price of finished product applicable for a quarter in Rs./ltr.

P_i = Price of finished product as offered/agreed in this tender in Rs./ltr

in BO_c = Current price of the combined base oil of applicable viscosity range prevailing during the quarter of supply in Rs./ltr.
 BO_r = Price of combined base oil on which price was offered in the tender Rs./ltr.
 BO_c & BO_r = % of SN 500 x Price of SN 500 + % of BS 150 x Price of BS 150

(b) All prices above are Assessable Value before Taxes. The price variation rates will be given effect on quarterly basis i.e. in June, September, December, March and so on for the period Jun-Aug, Sep-Nov, Dec-Feb, Mar-May.

(c) Based on the combination of the base oils SN500 and BS 150 the following level will be applicable.

VG level 1 : upto VG 100

The details of the VG level, corresponding items, percentage of SN 500 and BS 150 base oils in each level are as mentioned in the below given table.

Sl. No.	Viscosity Grade level (VG)	Item Nos.	Percentage of SN 500	Percentage of BS 150
1	Upto VG 100	System 32/46/57/68/81/100, System HLP 32/46/68, Prime 46/76, Line 68/100, Way 68/H57/H68, Spin 12/22, Firz 32/46/68/F32/F46/F57, Quech 11/C11/707, Cut S, Cut 945, Cut 51, Cut 253, Met 033, OX 52, Super 30, Pride 30, Gear HP 80 W, Oil Z x 6	100	0
2	Above VG 100 upto VG 150	Super 40, Gear HP 80W90, Pride 40, System 121/150, Line 150, Super MG 20W50, Grease MP Super MG 20W40	70	30

(d) The effective date for considering the applicable price of base oil will be the price prevailing in the quarter. M/s MHT Technology Private Limited, Chennai is to promulgate the applicable rates for the quarter before 10th of each quarter (Jan – Mar) for scrutiny by the Indian Coast Guard {PD(Log)} prior disseminating the same to DDOs & Paying Authority. The Paying Authority will make payments for **Gadinia 40** on the basis of M/s MHT Technology Private Limited, Chennai invoice after verification. For facility of check by CGHQ, M/s MHT Technology Private Limited, Chennai will give necessary agreed break up along with any other supporting data that may be required.

(e) The CGHQ / {PD (Log)} would be requested to confirm acceptance of these price lists to the Paying Authority within 15-20 days from the date of receipt of the list as above by the CGHQ. In case clarifications are still required from M/s MHT Technology Private Limited, Chennai, those will also be furnished by M/s MHT Technology Private Limited, Chennai on priority basis in reasonable time but not later than 02 weeks. However, Paying Authority would be liable to make payments on changed rates for supplies made from and after the date on which the changes come into effect.

(f) In case of any changes, in basic price or any other statutory levies. M/s MHT Ltd. would prefer supplementary bills and /or debit notes for recovery of additional levies, if any from the date from which such levies become effective. M/s MHT Technology Private Limited, Chennai shall similarly furnish credit notes, where there is any downward revision in the case of State/Local levies vis-a-vis the rates claimed in their bills.

34. **Optimising/Sampling of Lube Oil.** The regular sampling at desired running hours of 200/500 hrs of main engine will all be undertaken by the M/s MHT Technology Pvt. Ltd., Chennai in consultation with M/s Shell at no additional cost from each ship based at West, North-East, East, North-West and A&N. The name of ships will be intimated. Detail analysis report will be required to render to respective Regional Headquarters under intimation to Coast Guard Headquarters.



For MHT TECHNOLOGY PVT. LTD.



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Director

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नई दिल्ली-110001 / New Delhi-110001

For MHT TECHNOLOGY PVT. LTD.

Director

Part V – Other Details

1. Distribution –

a. Paying Authority (Address) –Following details are given to enable internal audit to admit payments in connection with this contract –

i. Head of Account for this contract – **Major Head 2037-Customs, Minor Head – 102, Code Head – 0/041/10.**

ii. CFA for this contract - **ADG**

iii. Schedule of Powers applicable for this contract -**Schedule 6, Sl. 6.17.**

iv. It is confirmed that concurrence of IFA has been taken.

b. IFA, CGHQ, National Stadium Complex, New Delhi – This is with reference to IFA's concurrence accorded vide U.O. number **12** dated **05 Apr 18.**

c. Inspection Authority – NA. Please endure timely inspection by the Inspecting officer.

d. Consignee – (a) The Officer-in-Charge
Coast Guard Store Depot (MB)
Cheetah Camp, Mankhurd,
Mumbai- 400088

(b) The Officer-in-Charge
Coast Guard Store Depot (CH)
GM Pettai Road, Royapuram,
Chennai – 600013

(c) The Officer-in-Charge
Coast Guard Store Depot (PBD)
Near RGT College
Porbandar – 360575
Gujarat

(d) The Officer-in-Charge
Coast Guard Store Depot (K)
Kalvetty Road, Fort Kochi
Kochi – 682001, Kerala

(e) The Officer-in-Charge
Coast Guard Store Depot (PDP)
Paradip

(f) The Officer-in-Charge
Coast Guard Regional Store Depot (PBR)
Port Blair

For information
and necessary
action.



For MHT TECHNOLOGY PVT. LTD.



Shanmugan

Director

e. **Indenters** -

- (a) The Commander, Coast Guard Region (W), Mumbai
- (b) The Commander, Coast Guard Region (E), Chennai
- (c) The Commander, Coast Guard Region (NE), Kolkata
- (d) The Commander, Coast Guard Region (NW), Gandhinagar
- (e) The Commander, Coast Guard Region (A&N), Port Blair

2. **TESTIMONIAL AND SIGNATURES** - The authorized representative of the Seller should be shown to have been so authorized by the Resolution of the Board of Directors of the Company of the Seller or duly authorized by the Memorandum/Articles of Association of the Company along with supporting documents for the same.

3. **LEGAL ADDRESSES OF THE CONTRACTING PARTIES**



(Shri Mohammed Ilyas)
M/s MHT Technology Private Limited
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(NV Narasimha)

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Principal Director (Logistics)
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