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17-8-16
TAMILNADU
MHT Technology Pvt Ltd

BK 252661
K. VIMALA
Stamp Vendor
15, Third Line Beach Ch-1.
Lic. No. 109/88.

**RATE CONTRACT FOR PROCUREMENT OF
SHELL SIRIUS X SAE 40**

CONTRACT AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF INDIA, MINISTRY OF DEFENCE AND M/S MHT TECHNOLOGY PRIVATE LIMITED FOR LUB OIL SHELL SIRIUS X SAE 40.

CONTRACT No. CGHQ/LUB/ARC/09 /2016-17 DATED 21 SEP 16

VALID FROM 21 SEP 16 TO 20 SEP 19


Part I

Preamble

1. This contract is made on this day, **21st** day of the month of **September, 2016** 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, Parys, Chennai – 600 001** duly represented by an **officer nominated by M/s 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.

For **MHT Technology Pvt. Ltd.**


Director


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

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.

Director


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:

Sl.	Consignee	Unit Price (Rs.)/ Ltr excluding VAT	Freight Charges /Litre	VAT @ 14.5% for all Depots	Unit Price inclusive of Tax and Freight
(i)	CGSD (Mumbai)	200.00	Nil	29.00	229.00
(ii)	CGSD (Chennai)	200.00		29.00	229.00
(iii)	CGSD (Porbandar)	200.00		29.00	229.00
(iv)	CGSD (Kochi)	200.00		29.00	229.00
(v)	CGSD (Paradip)	200.00		29.00	229.00
(vi)	RSD (Port Blair)	200.00		29.00	229.00
(vii)	DHQ-3, Mangalore	200.00		29.00	229.00
(viii)	DHQ-6 Vizag	200.00		29.00	229.00
(ix)	CGS Tuticorin	200.00		29.00	229.00

2. **Technical Details:** NA

3. **Delivery Period** - Delivery period for supply of items would be **21 days** 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.

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, CGSD (PDP) at Paradip and RSD (PBR) at Port Blair. In addition delivery of the lub oil at Mangalore, Visakhapatnam and Tuticorin is also to be carried out by the firm as and when required.

5. **Consignee details** –

(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

Signature of [Name] / [Title]
[Date]

एन वी इन्वेंट्री / NV Inventory
एच आर डिपॉजिटरी / HR
प्रधान निवेशक (निर्वाह) / Principal Depot (Logistics)
इलेक्ट्रॉनिक गुप्तता / Coastal 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

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

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

(g) The Commanding Officer
Coast Guard Station Visakhapatnam
C/o Coast Guard Distt. Hqtrs No. 6
New OTM Complex, Malkapuram
C/o FMO Vizag, Visakhapatnam

(h) The Commanding Officer
Coast Guard Station New Mangalore
C/o Coast Guard District Hqrs No. 3
Panambur
New Mangalore – 575010

(j) The Commanding Officer
Coast Guard Station Tuticorin
Harbour Estate
Tuticorin - 628004

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 -West)
Gandhinagar - 382017
- (c) The Commander
{for CSO (P&A)}
Coast Guard Region (North-East)
Kolkata - 700156

For MHT Technology Pvt. Ltd.

MHT
Technology
Pvt. Ltd.
Director

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

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

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

Handwritten signature in blue ink, possibly reading "Chaitanya PVL Ltd."

एन सी नारिम्बा / N.C. Narimba
कायदा विभाग / DIG
प्रधान निदेशक (कानूनी) / Principal Director (Legal)
कोस्ट गार्ड मुख्यालय / Coast Guard Headquarters
नई दिल्ली-110001 / New Delhi-110001

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 offence by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1988 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. 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

For MHT Technology Pvt. Ltd.


Director


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

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 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.

(a) 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**.




एन सी नरसिंहा / N. S. Narasimha
उप महानिदेशक / OIC
प्रधान निदेशक (लॉजिस्टिक्स) / Principal Director (Logistics)
तटरक्षक मुख्यालय / Coast Guard Headquarters
नई दिल्ली-110001 / New Delhi-110001

(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 case of Foreign Seller** NA.

OR

b) **In case of Indigenous Seller**

i) **General**

1. If Bidder desires to ask for excise duty or Sales Tax / VAT 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.

For MHT Technology Pvt. Ltd.

Director


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

2. If reimbursement of any Duty/Tax 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 entreated after the opening of tenders.

3. If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax 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 duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax 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) Excise Duty : Excise duty exemption certificate will be provided with firm supply order.

1. Where the excise duty is payable on advalorem basis, the Bidder should submit along with the tender, the relevant form and the Manufacturer's price list showing the actual assessable value of the stores as approved by the Excise authorities

[Handwritten signature]

एन सी एलएसए / NV Narasimha
एन सीएसए / D/G
आयन विभाग (एनएलसी) / Prithvi Circle (Logistical)
अवकाश कम्पनी / Circle Headquarter
पता: दिल्ली-110001 (New Delhi-110001)

2. Bidders should note that in case any refund of excise duty is granted to them by Excise authorities in respect of Stores supplied under the contract, they will pass on the credit to the Buyer immediately along with a certificate that the credit so passed on relates to the Excise Duty, originally paid for the stores supplied under the contract. In case of their failure to do so, within 10 days of the issue of the excise duty refund orders to them by the Excise Authorities the Buyer would be empowered to deduct a sum equivalent to the amount refunded by the Excise Authorities without any further reference to them from any of their outstanding bills against the contract or any other pending Government Contract and that no disputes on this account would be raised by them.

3. The Seller is also required to furnish to the Paying Authority the following certificates:

(a) Certificate with each bill to the effect that no refund has been obtained in respect of the reimbursement of excise duty made to the Seller during three months immediately preceding the date of the claim covered by the relevant bill.

(b) Certificate as to whether refunds have been obtained or applied for by them or not in the preceding financial year after the annual Audit of their accounts also indicating details of such refunds/applications, if any.

(c) A certificate along with the final payment bills of the Seller to the effect whether or not they have any pending appeal/protest for refund or partial refund of excise duties already reimbursed to the Seller by the Government pending with the Excise authorities and if so, the nature, the amount involved, and the position of such appeals.

(d) An undertaking to the effect that in case it is detected by the Government that any refund from Excise Authority was obtained by the Seller after obtaining reimbursement from the Paying Authority, and if the same is not immediately refunded by the Seller to the Paying Authority giving details and particulars of the transactions, Paying Authority will have full authority to recover such amounts from the Seller's outstanding bills against that particular contract or any other pending Government contracts and that no dispute on this account would be raised by the Seller.

4. Unless otherwise specifically agreed to in terms of the contract, the Buyer shall not be liable for any claim on account of fresh imposition and/or increase of Excise Duty on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.

iv) Sales Tax / VAT

1. If it is desired by the Bidder to ask for Sales tax / VAT to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of sales tax and no liability of sales tax will be developed upon the Buyer.

2. On the Bids quoting sales tax extra, the rate and the nature of Sales Tax applicable at the time of supply should be shown separately. Sales tax will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax and the same is payable as per the terms of the contract.


v) Octroi Duty & Local Taxes

1. Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorised officer. Seller should ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.

2. In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or bylaws/notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

15 . Pre-Integrity Pact Clause – NA.


Director


एन सी सी-१० / NV १००००१
डी डी प्रोडक्शन्स / D/D
डी डी प्रोडक्शन्स (प्राइवेट) / Prival Director (Private)
कोस्ट गार्ड्स इण्डिया / Coast Guard India
नई दिल्ली-११०००१ / New Delhi-110001

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 ₹ **3,06,310.00 (Rupees Three lakhs Six thousand three hundred ten 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 warranty. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).

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 paying authority will be respective PCDA (Navy/ CDA (Navy) as per administrative functionality of DDOs. The payment of the bills be made on submission of the following documents by the Seller to the Paying Authority along with the bill against each supply order:-

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.

For MHT Technology Pvt. Ltd.


Director

12


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

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. Octroi Exemption certificate, if required.

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 of which are given below -”.

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.

For MHT Technology Pvt. Ltd.

MHT
2011



Director


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

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 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 spares shall be mandatory. However, where OEMs do not exist, minor aggregates and spares can be sourced from authorized 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. The consignment will be delivered at Vizag, Mangalore and Tuticorin as and when required at no additional cost.

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 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.

c. Each spare, tools 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 :

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/guaranteed certificate).

25. Pre-Dispatch Inspection – NA.

26. Joint Receipt Inspection: NA.

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.

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.

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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.

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 (prices of items exclusive of Excise duty and Education Cess on Excise duty) should be quoted with price variation and not on firm

For MHT Technology Pvt. Ltd.

 Director


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

& fixed price basis. Basic price of each item is based on the composition of SN 500 and BS 150.

The price variation formula:

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

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

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 in 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 (Excise Duty, Education Cess, Sales Tax, VAT etc). 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 (VG) level	Item Nos.	Percentage of SN 500	Percentage of BS 150
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 **Shell Sirius X SAE 40** on the basis of M/s MHT Technology Private Limited invoice after verification. For facility of check by CGHQ, M/s MHT Technology Private Limited will give necessary agreed break up along with any other supporting data that may be required.

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 प्र. व. महोदय, IV INRASHMIA
 ज. महोदय, CGHQ
 ज. महोदय (सहायक), Principle Ocean Logistics
 महोदय, मुख्यालय, Coast Guard Headquarters
 न. नं. 11/2001/ New Delh=110001

(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, those will also be furnished by M/s MHT Technology Private Limited 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, Octroi and other Central /State/Local levies, Duties, Cess, Taxes, changes in basic price or any other statutory levies. M/s MHT Technology Private Limited 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 shall similarly furnish credit notes, where there is any downward revision in the case of Octroi and other 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 Technologies Ltd., Chennai in consultation with M/s SHELL at no additional cost from each ship based at West, East, A&N and North-West. The name of the ships will be intimated. Detail analysis report will be required to be rendered to respective Regional Headquarters under intimation to Coast Guard Headquarters.

For MHT Technology Pvt. Ltd.



[Handwritten Signature]
Director

①

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

Part V – Other details

1. Distribution –

a. Paying Authority (Address) –

- (i) The Principal Controller of Defence Accounts (Navy), Coast Guard Section, Cooperage Road, Colaba, Mumbai – 400 039
- (ii) The Dy Controller of Defence Accounts (Navy), Fort St. George, Chennai- 600009
- (iii) The Dy Controller of Defence Accounts (Navy), C/o INS Netaji Subhash Kolkata
- (iv) The Asstt. Controller of Defence Accounts (Navy), Haddo Post Port Blair

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 VI, Sl. 1.**

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 **316** dated **12 Sep 16**.

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

- d. Consignees –
- (i) The Officer-in-Charge
Coast Guard Store Depot (MB)
Mumbai- 400088
 - (ii) The Officer-in-Charge
Coast Guard Store Depot (CH)
Chennai – 600013
 - (iii) The Officer-in-Charge
Coast Guard Store Depot (PBD)
Porbandar – 360575
Gujarat
 - (iv) The Officer-in-Charge
Coast Guard Store Depot (K)
Kochi – 682001, Kerala



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

(vi) The Officer-in-Charge
Coast Guard Regional Store Depot (PBR)
Port Blair – 744 102

(vii) The Commanding Officer
Coast Guard Station Visakhapatnam
C/o Coast Guard Distt. Hqtrs No. 6
New OTM Complex, Malkapuram, Visakhapatnam

(viii) The Commanding Officer
Coast Guard Station New Mangalore
C/o Coast Guard District Hqrs No. 3
New Mangalore – 575010

(ix) The Commanding Officer
Coast Guard Station Tuticorin
Harbour Estate
Tuticorin – 628004

- e. Indenters -
- (i) The Commander, Coast Guard Region (NE), Kolkata
 - (ii) The Commander, Coast Guard Region (A&N), Port Blair
 - (iii) The Commander, Coast Guard Region (W), Mumbai
 - (iv) The Commander, Coast Guard Region (E), Chennai
 - (v) The Commander, Coast Guard Region (NW), Gandhinagar

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


M/s MHT Technology Private Limited
New # 25 (Old 13),
Mookernalla Muthu Street
2nd Floor, Parrys,
Chennai – 600 001


Telephone : 044-25235785
Fax : 044-25236786
E Mail : info@mhttechnology.in

For MHT Technology Pvt. Ltd.





Director


(NV Narasimha)
Dy Inspector General
Principal Director (Logistics)
Coast Guard Headquarters
National Stadium Complex
New Delhi - 110001

Telephone : 011- 23385820
Fax : 011-23385820
E Mail : pdlog@indiancoastguard.nic.in



एन वी नरसिम्हा / NV Narasimha
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प्रधान निदेशक (संभारिकी) / Principal Director (Logistics)
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