

RFP/TENDER ENQUIRY
E- MAIL / REGISTERED

Telefax-079-23243374
E-Mail: tech-nw@indiancoastguard.nic.in
Reply should be addressed
to the Commander

Headquarters
Coast Guard Region (NW)
Sector-11, Udyog Bhavan
Post Box No. 09
Gandhinagar – 382 010

Quoting: 3464/4

02 Feb 18

INVITATION OF QUOTATIONS FOR YEARLY SERVICE RATE CONTRACT FOR ANNUAL
SERVICING OF LIFE RAFTS AND HRUs FITTED ONBOARD SHIPS/BOATS/CRAFTS
UNDER COMMAND OF HEADQUARTERS, COAST GUARD REGION (NW)

Dear Sir/ Madam,

1. Quotations in sealed cover are invited for annual Service Rate Contract servicing of life rafts fitted onboard Ships/ Boats/ Crafts under Command of Headquarters, Coast Guard Region (NW) to be undertaken only at **Gujarat Coast** preferably at base ports, as per the work package listed in enclosed schedule of requirement (SOR) for a period of one year.

2. General Information about the tender:-

- | | | |
|---|---|-------------------------------|
| (a) Tender Reference No. | : | 3464/4 dated 02 Feb 18 |
| (b) Last date and time for receipt of tenders | : | 1100 hrs on 22 Feb 18 |
| (c) Time and date for opening of tenders | : | 1130 hrs on 22 Feb 18 |
| (d) Place of opening of tenders | : | CGRHQ (NW) |

Headquarters
Coast Guard Region (NW))
Block no 11 & 12, 7th Floor
Sector-11, Udyog Bhavan
Gandhinagar – 382 017

(e) Address for communication:

The Commander
[for Chief Staff Officer (Tech)]
Headquarters
Coast Guard Region (NW)
Sector-11, Udyog Bhavan
Post Box No. 09
Gandhinagar – 382 010
Telefax -079- 23243374

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 Bids.

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.

5. Please acknowledge receipt.

Thanking you,


Yours sincerely,



(KG Dua)
Commandant
Regional Technical Officer (R&R)
for Commander
Coast Guard Region (NW)

PART I – GENERAL INFORMATION

1. **Last Dated and Time for depositing the bids:** 1100 Hrs on **22 Feb 18** the tender shall be submitted in **Single Stage Two - Bid system**, the Technical and Commercial bids.
 2. **Manner of depositing the Bids:** The Technical and Commercial bids are to be submitted in two separate sealed envelopes, duly marked as **"Technical Bid for RFP 3464/4 dated 02 Feb 18"** and **"Commercial Bid for RFP 3464/4 dated 02 Feb 18"**. The quotes are to be super-scribed with your firm's name, address, and official seal and ink signed by an authorised representative of the tenderer. **The quotes are to be submitted under original memo/letter pad, inter alia, furnishing the TIN No., GST/CST No., Bank Address with EFT account No. with the complete postal and e-mail address of the firm.** Sealed Bids addressed to The Commander [for Chief Staff Officer (Tech)], Headquarters Coast Guard Region (NW), Gandhinagar, should be dropped in tender box marked as **"TENDER BOX FOR REFIT"** located at Guard Room/ Reception, or to be sent by registered post so as to reach this office by **1100 Hrs on 22 Feb 18**. No responsibility will be taken for postal delay or non-delivery/non-receipt of tender documents.
 3. **TIME AND SITE FOR OPENING OF TENDERS:** Sealed Technical bids will be opened by a committee at **1130 Hrs on 22 Feb 18**. Your authorised representative from the company can attend the tender opening. If due to any exigency, the due date for opening of tenders is declared as closed holiday, in such cases, the tenders will be opened on next working day at the same time or any other day/time as intimated by the customer. **The date of opening of Commercial Bid will be intimated after acceptance of technical bids.**
- PLEASE QUOTE OUR RFP NO AND DATE OF TENDER OPENING ON SEALED COVERS. FAILURE TO DO SO WILL RENDER YOUR OFFER INVALID.**
4. **LOCATION OF TENDER BOX:** Sealed Bids addressed to The Commander [for Chief Staff Officer (Tech)], Headquarters Coast Guard Region (NW), Gandhinagar, should be dropped in tender box marked as **"TENDER BOX "** located at Guard Room/ Reception, or to be sent by registered/speed post.
 5. **Place of opening of the Bids:** Headquarters Coast Guard Region (NW), Gandhinagar. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.
 6. **Unwillingness to quote:** In case your firm is not willing to quote due to any reasons, your regret should be sent well before the due date, falling which your firm can be de-listed from the Contractor's list.
 7. **Forwarding of Bids:** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank details with NEFT account if applicable, etc and complete postal & e-mail address of their office.
 8. **Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.



9. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

10. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

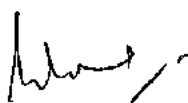
11. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

12. **Validity of Bid:** The Quotation shall remain valid for **180 days** from the date of opening of Technical bid.

13. Tenders sent **by FAX** will not be considered. Tenders found in sealed box will only be considered. To avoid any complications with regard to late Receipt/Non-receipt of tenders, it may please be noted that responsibility rests with the tenderer to ensure that tenders reach this office before due date. Late quotes will be rejected outright.

14. Commercial offers will be opened only of those firms, whose Technical offers have been found suitable after technical evaluation. Further, negotiations will be made only with the lowest bidder (L1) as determined by the committee. The date, time and venue fixed for this purpose will be intimated separately.

15. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs. 1,00,000/-** along with their bids. The EMD may be submitted in the form of Fixed Deposit Receipt, Bank Guarantee from any of the **public sector bank** or a private sector bank (**ICICI, HDFC and Axis bank only**) authorized to conduct government business as per From DPM-16 (Available in MoD website and can be provided in request). **EMD is to remain valid for a period of Forty-Five days beyond the final bid validity period.** EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the Contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.



PART-II --ESSENTIAL DETAILS OF ITEM/SERVICE REQUIRED

1. **Schedule of requirements:-** Rate contract for servicing of life rafts fitted onboard Ships/ Boats/ Craft under the region . The scope of work includes following:-

(a) **Annual Service Contract for Complete servicing of life raft as and when servicing is due (irrespective of capacity, make , model, place of fitment) including servicing / renewal of HRUs (Job including removal, transportation, crane, etc. to & fro, servicing and refitment of life rafts onboard ships/crafts/Boats, supply , fitment and removal of rotatable liferafts, renewal of components/subassemblies, consumables, spares Inside the life rafts which are expired/going to be expire within year/defective/non working condition due to any reason) is to be completed in accordance with the terms, conditions and provisions of this Contract, as detailed in the following Articles and as per IMO resolution A. 761 (18). The job commences and terminates at the ship/craft/Boats for servicing/delivery of life raft.**

(b) **All components/subassemblies, consumables/spares inside the life rafts which are expired/going to be expire within year/defective/non working condition due to any reason are to be replaced by the contractor and should have minimum validity of 18 month.**

(c) **The Contractors shall have 16 suitable and serviceable life rafts as per following composition 30 men-02 nos., 25 men – 02 nos, 20 men – 04 nos, 15 men- 02 nos, 12 men – 02 nos and 10 men – 04 nos rotatable per year as per size, shape, dimension of original fitting onboard for use by ship/craft/boat during period of servicing till delivery of the same after servicing without additional financial implication.**

(d) **The firm to arrange inspection /witnessing by Coast Guard Staff and IRS/ABS/MMD surveyor prior to servicing , replacement of items and repairs. The firm should provide certificate /Service report duly approved by MMD/IRS post servicing of life rafts.**

(e) **The firm is required to return all expire / renewed items to Coast Guard on completion of servicing of life raft.**

(f) **Service report to be submitted as per format placed at Annex-5 and should contain renewal status, make /model, batch number and lot number of purchase from supplier/importer, quantity renewed, manufacturing date and expiry date of all renewed items.**

(g) **The proof of purchase (batch number and lot number) of items renewed during servicing of life raft is required to be furnished along with invoice during processing of bill.**

(h) **The firm undertaking contract should have undertaken servicing of 150+ life rafts annually for past three years throughout India. Proof of the same is required to be enclosed alongwith technical bid.**

(j) **Life raft to be sealed by temper proof seal post servicing by CG Rep,IRS /MMD Rep and Firm Rep**



2. **Technical Details:-** Servicing of following life rafts fitted onboard Ships/ Crafts/ Boats under Coast Guard Region (NW) per the RFP is as below:

Sl	SHIP/ UNIT	DETAILS OF LIFE RAFT MAKE/ MODEL/CAPACITY	QTY (NOS)	LAST SERVICED	DUE	REMARKS
PORBANDAR.						
1.	SAMUDRA PAVAK	SHANGHAI/KHA-25/25 MEN	07	JUN 17	JUN 18	
		SHANGHAI/KHA-25/25 MEN	07	AUG 17	AUG 18	
2.	VIJIT	SHANGHAI/ KHA-20/20 MEN	03	JUN 17	JUN 18	
		SHANGHAI/ KHA-20/20 MEN	04	AUG 17	AUG18	
		GALVANISERS INDIA, MODEL: MARKWEL, 20 MEN	01	MAY 17	MAY 18	
3.	ARUSH	M/s MARKWEL/SOLAS/20 MEN	02	APR 17	APR 18	
4.	ANKIT	GALVANISERS INDIA, MODEL MARKWEL 20 MEN	02	MAR 17	MAR 18	
5.	C-409	ZODIAC FRANCE, ZMEC-10/20	02	AUG 17	AUG 18	
6.	C-142	SHANGHAI HAUXIANG, DACHENG RUBBER & PLASTIC CO, CHINA- 10 MEN	02	MAY 17	MAY 18	
7.	C-143	SHANGHAI YOULONG / KHA-20/20 MEN	01	AUG 17	AUG 18	
		RED SURVIVA/12 PERSON	01	NOV 17	NOV 18	
8.	SHOOR		08		LIKELY TO BE REBASED IN NW REGION IN APR 18	
OKHA						
9.	H-184	RFD MODEL FERRY MAN/30 MEN	01	SEP 17	SEP 18	
		RFD MODEL FERRY MAN/30 MEN	01	MAY 17	MAY 18	
10.	H-185	RFD MODEL FERRY MAN/30 MEN	01	NOV 17	NOV 18	
		RFD MODEL FERRY MAN/30 MEN	01	MAY 17	MAY 18	
11.	H-187	RFD MODEL FERRY MAN/30 MEN	01	OCT 17	OCT 18	
12.	H-189	RFD MODEL FERRY MAN/30 MEN	02	MAY 17	MAY 18	
13.	H-191	RFD MODEL FERRY MAN/30 MEN	02	JUN 17	JUN 18	
14.	ARINJAY	GALVANISERS INDIA, MODEL MARKWEL, 20 MEN	02	NOV 17	NOV 18	
15.	MEERA BEHN	SHM SHIPCARE/A-20 (II)/20MEN	02	JUN 17	JUN 18	
16.	C-413	ZODIAC FRANCE/ ZMCE - 10/10MEN	01	NOV 17	NOV 18	
		ZODIAC FRANCE/ ZMCE - 20/20MEN	01	NOV 17	NOV 18	
17.	URJA SANCHAY	SHM, MODEL : A-15 II/15 PERSON	02	JUL 17	JUL 18	
PIPAVAV						
18.	C-156	MAKE- SINGH HINDUSTAN MARINE PVT. LTD, MODEL A-10 / 10 MEN	02	OCT 17	OCT 18	
VADINAR						
19.	C-152	15 MEN, MAKE : SHANGHAI YOULONG RUBBER PRODUCT	01	MAY 17	MAY 18	
20.	C-161	SINGH HINDUSTAN MARINE PVT LTD/MODEL-A- 10(II)/CAPACITY-10 MEN	02	---	COMMISSIONED ON 05 JAN 18	
21.	C-167	SINGH HINDUSTAN MARINE PVT LTD/MODEL-A- 10(II)/CAPACITY-10 MEN	02		LIKELY TO BE COMMISSIONED SHORTLY	
MUNDRA						
22.	C-403	MAKE-ZODIAC, MODEL ZMX 20MEN	01	JUN 17	JUN 18	
		MAKE-ZODIAC, MODEL ZMX 10MEN	01	JUN 17	JUN 18	

23.	IC-304	MAKE-GALVANISERS INDIA , MODEL – MARKWEL 12 MEN	02	AUG 17	AUG 18	
JAKHAU						
24.	C-437	MAKE-ZODIAC, MODEL ZMX 10 MEN	01		LIKELY TO BE COMMISSIONED IN FEB 18	
		MAKE-ZODIAC, MODEL ZMX 20 MEN	01			
VERAVAL						
25.	C-153	SHANGHAI YOULONG MODEL KHA-15/ 15 MEN	02	MAR 17	APR 18	
26.	C-149	SHANGHAI YOULONG MODEL KHA-15/ 15 MEN	01	SEP 17	SEP 18	
27.	IC-121	SHANGHAI YOULONG RUBBER KHY-10/ 10 PERSON	01	SEP 17	SEP 18	
		SHANGHAI YOULONG RUBBER KHY-10/ 10 PERSON	01	SEP 17	SEP 18	
28.	IC-122	SHANGHAI YOULONG RUBBER KHY-10/ 10 PERSON	01	SEP 17	SEP 18	
		SHANGHAI YOULONG RUBBER KHY-10/ 10 PERSON	01	OCT 17	OCT 18	
29.	VISITING/ REFIT/ NEW COMMISSIONED/ REBASED/ ANY OTHER UNPLANNED MOVEMENT OF SHIPS AT ACTUAL PER YEAR		20			
TOTAL			97			

The following life rafts will also be included in the contract up to Apr 2019 view servicing planned in current quarter

SL	SHIP/ UNIT	DETAILS OF LIFE RAFT MAKE/ MODEL/CAPACITY	QTY (NOS)	TENTATIVE SERVICE SCHEDULED	TENTATIVE DUE DATE	REMARKS
PORBANDAR.						
1.	RAJRATAN	M/s SHANGHAI YOULONG KHA- 20/20 PERSON	04	FEB 18	FEB 19	
2.	H-187	RFD MODEL FERRY MAN/30 MEN	01	JAN 18	JAN 19	
3.	C-411	ZODIAC FRANCE/ ZMCE - 10/10MEN	01	FEB 18	FEB 19	
		ZODIAC FRANCE/ ZMCE - 20/20MEN	01	FEB 18	FEB 19	
4.	C-419	ZODIAC/HAMMER & SOLAS 'A' PACK/H20R/20 MEN	02	JAN 18	JAN 19	
5.	C-152	15 MEN, MAKE : SHANGHAI YOULONG RUBBER PRODUCT	01	FEB 18	FEB 19	
6.	C-429	ZODIAC, ZMEC-10 MEN	01	FEB 18	FEB 19	
		ZODIAC, ZMEC-20 MEN	01	FEB 18	FEB 19	
7.	C-401	MAKE-ZODIAC, MODEL ZMX 20MEN	01	FEB 18	FEB 19	
		MAKE-ZODIAC, MODEL ZMX 10MEN	01	FEB 18	FEB 19	
8.	IC-303	MAKE-GALVANISERS INDIA , MODEL – MARKWEL 12 MEN	02	JAN 18	JAN 19	
9.	C-408	ZODIAC, ZMEC-10 MEN	01	FEB 18	FEB 19	
		ZODIAC, ZMEC-20 MEN	01	FEB 18	FEB 19	
10.	IC-125	SHANGHAI YOULONG , MODEL- KHY-10/10 MEN	02	JAN 18	JAN 19	
11.	IC-126	SHANGHAI YOULONG , MODEL- KHY-10/10 MEN	02	JAN 18	JAN 19	
12.	C-149	SHANGHAI YOULONG MODEL KHA-15/ 15 MEN	01	JAN 18	JAN 19	
TOTAL			23			

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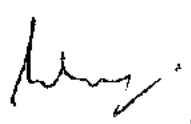
3. **Two-Bid System:** The Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. The Bidders are advised to submit the compliance statement in the following format along with Technical Bid:-

Para of RFP specifications item-wise	Specification of item offered	Compliance to RFP specification – whether Yes /No	In case of non-compliance, deviation from RFP to be specified in un-ambiguous terms
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4. **Delivery Period** - Delivery period for supply/delivery of Items would be **10 days** from the date of works Commencement date as per work 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.

5. **Consignee details** : The firms have to collect/deliver Life Raft from/to ships/units located at places as given below

SL NO	SHIP/CRAFT	BASED AT
(a)	Ship's under CGDHQ-1	PORBANDAR
(b)	Ship's under Refit at CGRPT(SRT)	SURAT/BHARUCH
(c)	Ship's under ICGS OKHA	OKHA
(d)	Ship's under ICGS VERAVAL	VERAVAL
(e)	Ship's under ICGS JAKHAU	JAKHAU
(f)	Ship's under ICGS MUNDRA	MUNDRA
(g)	Ship's under ICGS PIPAVAV	PIPAVAV
(h)	Ship's under ICGS VADINAR	VADINAR
(j)	CGSD (PBD), PORBANDAR	PORBANDAR



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 for one years (365 days). 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 Forms DPM-7, DPM-8 and DPM-9 (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 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, 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.

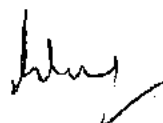
8. Liquidated Damages: In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of 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 (01 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 03 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.
- (f) On mutual agreement by both parties in written, during the period of contract.

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 Bidders: 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

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.

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 entertained 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.

(i) Customs Duty –

1. For imported stores offered against forward delivery, the Bidder shall quote prices thereof exclusive of customs duty. The Bidder shall specify separately the C.I.F. prices and total amount of customs duty payable. They will also indicate correctly the rate of customs duty applicable along with Indian Customs Tariff Number. Customs duty as actually paid will be reimbursed on production of necessary documents i.e. (i) Triplicate copy of the bill of entry; (ii) copy of bill of lading; (iii) a copy of foreign principal's invoice. However, if the Bidder imports the stores in question against his own commercial quota Import Licenses, he will also be required to submit in addition the triplicate copy of bills of entry etc. a certificate from his Internal Auditor on the bill itself, to the effect that the following items/quantity in the bill of entry related to the stores imported against Defence Buyer.

2. Subsequent to the reimbursement of customs duty, the Bidder will submit to the concerned Payment Authority a certificate to the effect that he has not obtained any refund of customs duty subsequent to the payment of duty to the Customs authority by him. In addition, he shall also submit to the Paying Authority concerned a certificate immediately after a period of three months from the date of payment of the duty to customs authorities to the effect that he has not applied for refund of the customs duty subsequent to the payment of duty to the customs authorities by him.

3. In case the Bidder obtains any refund of customs duty, subsequently to the payment of the same by him to the customs authorities and reimbursement of the customs duty to him by the Payment Authority, he should forthwith furnish the details of the refund obtained and afford full credit of the same to the Buyer.

(iii) Excise Duty

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.

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 / GST

1. If it is desired by the Bidder to ask for GST 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/GST applicable at the time of supply should be shown separately. Sales tax/GST 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/GST 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.



PART-IV – SPECIAL CONDITIONS OF RFP

[The Bidder is to give confirmation of their acceptance of the standard conditions of RFP, mentioned below which will automatically be considered as part of the contract concluded with the successful bidder. Failure to do so may result in rejection of the bid submitted by the Bidder.]

1. **Performance Guarantee:** The Bidder will be required to furnish a performance Guarantee by way of bank Guarantee through a **public sector bank** or private sector bank authorised to conduct government business (**ICICI Bank Ltd, Axis Bank Ltd or HDFC Bank Ltd**) for a sum equal to 10% of total contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to eight months beyond the completion of contract period. The specimen of PBG is given in Form DPM – 15 (Available in MOD) website and can be provided on request.
2. **Payment Terms:** The Work Order for servicing life rafts for Ships/ Crafts/ Boats will be issued by respective Ship/Stations as and when the servicing is due. The bills in respect of the servicing against the work order will be processed by the concerned unit. It will be mandatory for the Bidders to indicate their bank account numbers and other 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 RCS is at Form DPM-II (Available in MOD website and can be given on request).
3. **Payment Authority.** The Principal Controller of Defence Accounts (Navy), Mumbai. The payments of bill will be made on submission of the following documents by the firm to the payment authority along with the bill through the ICG Ships/ Stations Issuing work order.
 - (i) Ink-signed copy of Commercial Invoice (in triplicate)
 - (ii) Copy of Work Order
 - (iii) Work Done Certificate
 - (iv) Guarantee Certificate
 - (v) Servicing Certificate
4. **Period of Completion & Liquidated damages:** The entire work package needs to be completed within **10 days** from the date of placement of work order. Liquidated damages to the sum of 0.5% of the contract price of the delayed services post EDC, for every week of delay or part of week, subject to the maximum value of the liquidated damages being not higher than 10% of the contract price.
5. **Guarantee/ Warranty for Work man ship :** Standard Engineering Practices and quality workmanship are to be adhered to, jobs shall be guaranteed for period of **one year** against workmanship. Defects occurred due to poor workmanship should be attended by you free of cost at the earliest opportunity. In case of failure, the department shall get rectification done at your Risk and cost and the cost of such repairs/ job shall be recovered from other bills with PCDA(Navy) for payments. All works shall be subjected to stage and final inspection by user.
6. **Technical Bids :** The technical Bid is to be submitted strictly in accordance with **Enclosure-I** to this tender enquiry. **The agency should be recognized/ approved by MMD/DGS/IRS towards servicing of life saving equipment and copy of same to be included along with technical bid.** Firms which does not have MMD/IRS certificate will be disqualified in Technical Evaluation.



7. **Commercial Bid:** The Commercial bid is to be submitted strictly in accordance with **Enclosure-II** to this tender enquiry. The Commercial bid once opened, will not be subjected to unilateral revision by the firm, unless the firm is called for price negotiations specifically and asked to justify the rates.

8. Servicing of life rafts should be done in presence of representatives of customer and customer have free access to firm's work shop for supervision/ update of status of servicing of life rafts as per contract.

9. Quote to be indicated separately with all applicable tax / duties/GST in force.

10. Work order for servicing life rafts for Ships/ Crafts/ Boats will be issued by respective Ship/Statlons.



Part V – Evaluation Criteria & Price Bid issues

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

- a. Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
- b. 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 Enclosure II.
- d. All taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.
- e. The Bidders are required to spell out the rates of Customs duty, Excise duty, GST, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty / Excise Duty / 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 duties will be entertained after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs duty / Excise Duty / GST duty upto any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of Customs duty / Excise Duty / GST, it should be brought out clearly. Stipulations like, excise duty 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 excise duty 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 excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and GST also.
- f. 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.



g. 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.

2. **Loading of Cost for Items "Not Quoted"**. The bidder is to quote for all the sections/sub-sections mentioned in the Schedule of Requirement (SOR). Any omissions/deviations to the SOR are to be recorded in the Record of Deviations and submitted along with the 'Technical' Bid. **In case a bidder fails to quote for a certain item, their bid will be loaded by the amount quoted by the highest bidder for that particular item and this loading will be considered for determining the L-1 only. The bidder will not be entitled to claim the money loaded against the quoted serials. The Coast Guard reserves the right to determine the qualification of a firm on this account. The bidder has to submit lump sum unit quote and clearly applicable GST/Tax and duties to be indicated .**

Finalizing of L-1 Firm.

3. The L-1 firm will be decided on unit lump sum quote per unit servicing of life rafts with applicable taxes and duties (including exemptions sought/granted) but exclusive of Octroi/Entry Tax.



**Enclosure I to RFP of RHQ (NW) letter
3464/4 dated 02 Feb 18**

[Refer to Part IV para 6 of RFP]

FORMAT/GUIDELINES FOR PREPARATION OF TECHNICAL BID

1. Name of the Ship : CG Ships/ Crafts/Boats
2. Type of Service : Rate Contract for servicing of life rafts & HRUs
3. Duration of Repair : 10 days
4. Validity : 180 days

5. The Technical Bid should contain the following information and details so as to enable RHQ(NW) to assess the understanding, technical capability and infrastructure/resources of the ship repair yard to undertake the refit: -

(a) Indicate whether EMD of **Rs. 1,00,000-** /- has been enclosed with technical bid
Yes/No

(b) Indicate acceptance of the entire terms and condition as per RFP Technical bid (or) Indicate acceptance of the entire RFP except_____. (Indicate specific jobs not being undertaken as a Deviation List).
Yes/No

(c) Indicate acceptance of the standard conditions, special conditions and clarifications in RFP (or) Forward deviations for consideration of Technical Evaluation Committee.
Yes/No

(d) Indicate acceptance of Payment terms as indicated in para 2 and 3 of Part IV of RFP.
Yes/No

(e) The agency should be recognized / approved by MMD/DGS/IRS towards servicing of life saving equipments and HRUs and copy of same valid upto Jul 19 to be included along with technical bid. Firms which does not have MMD/DGS/IRS certificate valid upto Jul 19 will be disqualified in technical evaluation.
Yes/No

(f) Indicate acceptance of capability of the firms for undertaking servicing of all types of life rafts as mentioned in Para(2) of Part II to RFP.
Yes/No

(g) Indicate acceptance of firms to Service life rafts within **10 days** of shlps and deliver at any of the places mentioned in Para (5) of Part II of RFP.
Yes/No

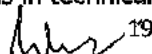
(h) The firm undertaking contract should have undertaken servicing of 150+ life rafts annually for past three years throughout India. Copy of Proof/previous work order of the same is required to be enclosed alongwith technical bid. Copy attached for 150 life rafts servicing annually for last three consecutive years.
Yes/No

6. It is further stated that the work package for servicing of life rafts onboard Ships/ Crafts/ Boats as per schedule of requirement as mentioned at Part II of RFP is understood and acceptable.

7. All the terms & conditions and work package as per RFP are also understood and acceptable to us.

Signature :
Name :
Designation :
Date :
Place :

- Note:**
1. Technical Bid should be sealed.
 2. Only ink signed technical bid is valid.
 3. Person attending opening of technical bid must be authorized by firm.
 4. Don't write financial implications in technical bid

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[Refer to Part IV para 7 of RFP]

**COMMERCIAL BIDS FOR RATE CONTRACT FOR SERVICING OF
LIFE RAFTS AND HRU'S**

1. Name of the Ship : CG Ships/ Crafts/Boats
2. Type of Service : Rate Contract for servicing of life rafts & HRUs
3. Duration of Repair : 10 days
4. Validity : 180 days

5. Our lump sum offer for complete servicing of **One** life raft of any of ICG Ship at any location as mentioned in Para 5 of Part II of RFP and irrespective of capacity, make & type of liferaft with description as per para 6(a).

6. **Annual Service Contract** for Complete servicing of life raft as and when servicing is due (irrespective of capacity, make, model, place of fitment) including servicing / renewal of HRUs (Job including removal, transportation, crane, etc. to & fro, servicing and refitment of life rafts onboard ships/crafts/Boats, supply , fitment and removal of rotatable liferafts, renewal of components/subassemblies, consumables, spares inside the life rafts which are expired/going to be expire within year/defective/non working condition due to any reason) is to be completed in accordance with the terms, conditions and provisions of this Contract, as detailed in the following Articles and as per IMO resolution A. 761 (18). The job commences and terminates at the ship/craft/Boats for servicing/delivery of life raft.

SL NO.	Description	Amount (In Rs.)
(a)	1. Lump sum offer for complete servicing of One life raft of any of ICG Ship at any location as mentioned in Para 5 of Part II of RFP irrespective of capacity, make & type of liferaft including servicing / renewal of HRUS (Job including removal, transportation, crane, etc. to & fro, servicing and refitment of life rafts onboard ships/crafts/Boats, supply , fitment and removal of rotatable liferafts, renewal of components/subassemblies, consumables, spares inside the life rafts which are expired/going to be expire within year/defective/non working condition due to any reason) is to be completed in accordance with the terms, conditions and provisions of this Contract, as detailed in the following Articles and as per IMO resolution A. 761 (18). The job commences and terminates at the ship/craft/Boats for servicing/delivery of life raft.)	
(b)	Taxes/duties/GST etc with details	
	Grand Total	

Signature :
Name :
Designation :
Date :
Place :

Note: 1. Quote should be sealed.

2. Only ink signed commercial bid is valid.

3. Person attending opening of commercial bid must be authorized by firm.

4. Each page is to be authenticated (signed) by the Bidder.

5. Page numbering is a must to identify/locate missing/misplaced pages.

6. Bid Validity. The period to commercial bid is to be valid 180 days from the date of opening of Technical Bid.



**STANDARD CONDITIONS OF ANNUAL CONTRACT FOR SERVICING
OF LIFE RAFTS & HRUs ONBOARD ICGS SHIPs/BOATs/CRAFTs
IN NORTH-WEST REGION**

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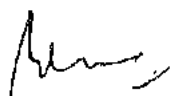
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Contract No. 3464/4

Date: _____ 18



PREAMBLE

This Contract is made and entered into at Gandhinagar on this day, the 2018

BETWEEN

The President of India represented by The Chief Staff Officer (Tech), Headquarters Coast Guard Region (NW), Gandhinagar, hereinafter referred to as the CUSTOMER (which terms, unless excluded by the context shall, be deemed to include his successor or successors) ON THE FIRST PART

AND

M/s _____ hereinafter referred to as the CONTRACTOR, which expression shall include their Administrator, Executors, Successors and legal Assignees, ON THE SECOND PART

And whereas the CUSTOMER agrees to deliver life rafts ex- Ships/ Boats/ Craft to the CONTRACTOR for undertaking Servicing of life rafts and to take delivery of Ships/ Boats/ Craft from the CONTRACTOR after successful completion of Routines.

The CUSTOMER and the CONTRACTOR being hereinafter referred to as "Party" or "Parties" respectively.

It is now agreed by and between both the parties hereto as follows:

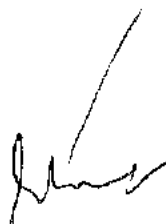


ARTICLE 1 - DEFINITIONS AND ABBREVIATIONS

1.1 DEFINITIONS

The following words and expressions in this Contract including its Annexes shall have the meanings as hereinafter defined unless the context requires otherwise:-

- Actuals** : The term Actuals, related to payment, shall mean all expenses, inclusive of those incurred towards associated cost elements such as all taxes, duties & levies, freight, insurance and clearance charges etc Incurred by the **CONTRACTOR** and computed at the prevailing exchange rate wherever applicable, at the time of release of payments by the **CONTRACTOR** to the **OEMs**. Additionally handling and / or service charges and remuneration payable to the **CONTRACTOR** (not exceeding 7.5% of the basic cost exclusive of taxes, duties, freight, insurance and clearance charges) shall be applicable on such Actual expenses as per the terms of this Contract.
- Article** : Any Article of this Contract or partial Article with separate marginal number as referred to anywhere in the wording of this Contract and / or its Annexes.
- Contract** : Shall mean this Contract including its Preamble, Articles 1 to 27 and Annexes 1 to 4 herein, and all amendments, changes, alterations and modifications made to this Contract.
- Material** : The term Material shall mean all equipment, fittings, finished / semi finished products, spares, consumables, Yard material, items, sub-assemblies/assemblies, documentation etc. required for the removal, repair & refurbishment, servicing of life rafts/Installation and testing of any part of the work being undertaken by the **CONTRACTOR** (and/or by his Subcontractors on his behalf) as per scope of his work defined in this Contract, up to completion of the guarantee period and liquidation of his outstanding liabilities.
- COA** : Agency assigned by the Competent Financial Authority on behalf of the President of India to conclude the contract and operate in accordance with Article 2.1
- Month** : Any calendar month, as defined in the Gregorian Calendar, or any period of 30 consecutive Days.
- Year** : Year starting from the 1st January and ending on 31st December or **any period of 12 consecutive Months**, as the case may be.



1.2 ABBREVIATIONS

The following words and abbreviations in this Contract including its Annexes shall have the meanings as hereinafter defined unless the context requires otherwise:-

B & D Spares	:	Base & Depot Spares.
DCD		Dockyard Completion Date
FAT	:	Factory Acceptance Tests.
HAT	:	Harbour Acceptance Trials.
SAT	:	Sea Acceptance Trials.
MoD	:	Ministry of Defence
OBS	:	On Board Spares
PAC	:	Proprietary Article Certificate
OEM	:	Original Equipment Manufacturer/ firm accorded PAC
PBC	:	Pre-Bid Conference
TOC	:	Tender Opening Committee
TEC	:	Technical Evaluation Committee
CNC	:	Contract Negotiation Committee
R & R	:	Remove and Refit
STW	:	Setting – to – Work
COA	:	Contract Operating Authority
ABER	:	Anticipated Beyond Economical Repairs
A's & A's	:	Additions and Alterations
QAP	:	Quality Assurance Plan
RFIC	:	Request For Information Conference

ARTICLE 2 - EFFECTIVE DATE AND OPERATION OF CONTRACT

- 2.1 **The Effective Date of Contract** This agreement shall remain in force and effective for the duration of **One year** from the date of signing this contract. The agreement, if otherwise considered by the customer, may be reviewed not exceeding 03 years IAW article 8.3.1 of DPM 2009, as mutually agreed by both the parties, No escalation in the charges mentioned in this contract is permitted during the tenure/extension of this contract.

ARTICLE 3 - SCOPE OF CONTRACT

3.1 Work & Services Contracts

3.1.1 It is expressly understood and agreed between the CUSTOMER and the contractor that this is an **Annual All Inclusive Annual Services Rate Contract** towards servicing of life rafts and HRUs. The contractor undertakes to provide effective services in commencing the servicing of life rafts and HRUs in time and completing the service in the scheduled time offloaded under the contract in accordance with Schedule of Requirement (SOR) for works projected by the customer stipulated on Annexure 2 to this contract and final negotiated price herein after specified in this contract.

3.2 Scope of Work.

3.2.1 All inclusive **Annual All Inclusive Annual Services Rate Contract** for servicing of life rafts as per Annex-2 for complete servicing of **One** life raft of any of ICG Ship at any location as mentioned in Para 5 of Part II of RFP Irrespective of capacity, make & type of liferaft including servicing / renewal of HRUS (Job including removal, transportation, crane, etc. to & fro, servicing and refitment of life rafts onboard ships/crafts/Boats, supply, fitment and removal of rotatable liferafts, renewal of components/subassemblies, consumables, spares inside the life rafts which are expired/going to be expire within year/defective/non working condition due to any reason) is to be completed in accordance with the terms, conditions and provisions of this Contract, as detailed in the following Articles and as per IMO resolution A. 761 (18) including in-way jobs. The job commences and terminates at the ship/craft/Boats for servicing/delivery of life raft.)

3.2.2 All components/sub-assemblies/consumables/ spares inside the life rafts which are expired/ going to expire within year are to be replaced by the contractor and should have minimum validity for one year.

3.3 Removal and Refitting of Items

In the event of the requirement to remove the existing machinery/equipment, switch boards/ control panels, electronic and communications equipments, light fittings, piping, trunking, valves, electrical cables, junction boxes, lagging, paneling, obstruction, protrusions, foundations, etc. falling in the way of repairs, **temporarily to facilitate completion of scope of work**, the **CONTRACTOR** shall reinstall the same as per drawings, amendments thereto and to the satisfaction of the CUSTOMER. All work associated with this Article forms an integral part of Scope of Work specified in Article 3.2. The cost incurred for removal/ refitment of life rafts from ship/ Boat/ Craft including labour, transportation, hiring of crane etc if required for servicing is to be borne by the contractor.

3.4 Change in Scope of Work - NIL

3.5 Procurement of Material by the CONTRACTOR

All components/sub-assemblies/materials/spares/consumables/Valves etc. required for servicing of life rafts will be supplied by firm.

3.6 Return of Replaced Material All old spares/consumables replaced in life raft shall be returned to the buyer/respective Ship/Boat/Craft with cost borne by contractor.



3.7 Subcontracting

- 3.7.1 The **CONTRACTOR** can under no circumstances subcontract the complete scope of work to a third party.
- 3.7.2 The **CONTRACTOR** would be entirely responsible for quality/ standard and timely execution of the sub-contracted work. The **CONTRACTOR** is to draw a suitable **Quality Assurance (QA)** Plan with the sub-contractor if any and a copy of the same along with the Record of Inspection in accordance with such QA Plan shall be submitted to the **CUSTOMER**.
- 3.7.3 The supervision of work for the sub-contracted jobs is to be done by the **CONTRACTOR**. The **CONTRACTOR** is not permitted to seek any extension of completion date citing delay on the part of sub-Contractors or re-work arising out of Sub-contracted work.

3.8 Employment of Service Personnel.

- 3.8.1 The **CONTRACTOR** shall not employ any service personnel of the **ICG (Repair Agency/Service)** or on his own take any assistance either directly or indirectly from any of the workshops/ facilities of the **ICG (Repair Agency/Service)** in the form of men or material for scope of work.
- 3.8.2 The contractor shall liaise with Ship staff and make local arrangement for labour, crane, transport etc. if required towards removal /re-fitment of life rafts during servicing of life rafts between ships/crafts/boats and jetty as per availability of ship .

ARTICLE 4 - CONTRACT PRICE & TERMS OF PAYMENT

4.1 CONTRACT PRICE

- 4.1.1 This is a fixed price Contract for completion of Work specified in Article 3.2 and 3.3. The Contract price Rs. _____ per life raft & HRU excluding applicable taxes at actuals.

4.2 CHANGE IN CONTRACT PRICE DUE TO PROCUREMENT OF ADDITIONAL/ NA SPARES. Nil.



4.3 **PAYMENT TERMS.** The Payment Terms for the Contract Price shall be as follows:-

(a) Repair firm is to submit all the bills, pertaining to the work, within 90 days of completion of the work to respective Coast Guard Ship/Station/DHQ-1 against sanction and work order of individual unit with certificate stating that the bills are full and final and no other supplementary bills will be raised against this work. No bills will be accepted thereafter.

(b) On successful completion of work, bills along with following relevant documents be submitted for verification and processing to ship/craft for onward dispatch to order placing authority (DHQ-1/ICGS stations/Ships) for budgeting and forwarding to PCDA(N) for payment

- (i) Pre-receipted invoice/bill in triplicate
- (ii) Work done certificate/ service certificate in triplicate
- (iii) LOG Card/ Guarantee certificate in triplicate

Note: - All final bill payments are to be vetted and cleared by COA.

ARTICLE 5 - TAXES AND DUTIES

5.1.1 The Contract price indicated in Article 4.1 of this Contract is excluding taxes, duties, levies of Central / State authorities, as applicable at prevailing rates under the extant Government policy for all Materials and services procured by the **CONTRACTOR** for the Scope of Work and will be paid at actuals. Any increase on rates during the period of contract shall be paid extra at the time of invoicing. The same shall be reimbursed by the **CUSTOMER** to the **CONTRACTOR** at actuals on submission of documentary proof of payment. The **CUSTOMER** reserves the right to deny any increase in taxes, duties, levies, etc. if the delivery period is extended beyond the period specified in Article 8.1.1.

5.1.2 Contract Operating Authority or his nominated representative shall issue appropriate tax exemption/concession certificate(s) on behalf of the **CUSTOMER**, to avail tax exemption/ concession, where applicable, as per existing Government policy, rules and regulations in force.

5.2 **"END USER" CERTIFICATE.** Contract Operating Authority or his nominated representative shall issue the appropriate "End User Certificate" on behalf of the **CUSTOMER**, for import of material and services, wherever required by the concerned manufacturer / supplier of equipment, material and services / governmental agency.

ARTICLE 6 - ADVANCE BANK GUARANTEE----- NOT APPLICABLE



ARTICLE 7 - PERFORMANCE BOND

Performance Security: Performance Security deposit payable to the Purchaser is furnished by the Supplier in the form of a Performance Bank Guarantee (PBG) issued by a public sector bank or a private sector bank authorized to conduct government business, **in the prescribed format within thirty days from the date of contract.** At present, ICICI Bank Ltd, Axis Bank Ltd. and HDFC Bank Ltd. are the three private sector banks authorized to carry out government transactions. The performance security deposit is meant to compensate the Purchaser for any loss suffered due to failure of the supplier to complete his obligations as per contract. Preferably, performance security is payable by the supplier at the rate of 10% of the contract value. **PBG should remain valid for a period of sixty days beyond the date of completion of contractual obligations, including warranty.** The PBG is returned to the supplier on successful completion of all his obligations under the contract. In case the execution of the contract is delayed beyond the contracted period and the purchaser extension of delivery period, with or without LD, the supplier must get the BG revalidated, if not already valid. The format of the PBG is given in Form DPM-15 and is as follows :-

Performance Bank Guarantee Format

From:
Bank _____
To,
The Commander
[On behalf of The President of India]
Headquarters
Coast Guard Region(NW)
P.O Box No. 09, Gandhinagar

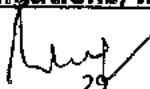
Dear Sir,

Whereas you have entered into a contract **No.3464/4 dated** _____ 18 (hereinafter referred to as the said Contract) with **M/s** _____ hereinafter referred to as the "seller" for **Annual Service Rate Contract towards Annual servicing of Life rafts fitted onboard ICG Ships/ Crafts/ Boats** as per Part-II of the said contract to the said seller and whereas the Seller has undertaken to produce a bank guarantee for 10 % of total Contract value **Rs. _____ .00 (Rupees _____ only)** for servicing of 100 nos. life rafts and HRUs in the North –West Region amounting to **Rs. _____ .00 (Rupees _____ only)** to secure its obligations to the President of India. We the _____ bank hereby expressly, Irrevocably and unreservedly undertake and guarantee as principal obligors on behalf of the seller that, in the event that the President of India declares to us that the goods have not been supplied according to the Contractual obligations under the aforementioned contract, we will pay you, on demand and without demur, all and any sum up to a maximum of _____ Rupees _____ only. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. We undertake to effect payment upon receipt of such written demand.

2. We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between you and the Seller, indulgence to the Seller by you, or by any alterations in the obligations of the Seller or by any forbearance whether as to payment, time performance or otherwise.

3. In no case shall the amount of this guarantee be increased.

4. This guarantee shall remain valid for according to the contractual obligations under the said contract. **PBG shall remain valid for a period of sixty days beyond the date of completion of contractual obligations, including warranty.**


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5. Unless a demand or claim under this guarantee is made on us in writing or on before the aforesaid expiry date as provided in the above referred contract or unless this guarantee is extended by us, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.

6. This guarantee shall be a continuing guarantee and shall not be discharged by and change in the constitution of the Bank or in the constitution of M/s _____.

ARTICLE 8 - DURATION OF THE DELIVERY

8.1 Duration of Work

8.1.1 The servicing, repairing and replacement of consumables of Life rafts and HRUs as specified in Article 3.1 and 3.2 should be completed within **10 days** on issue of work order. Delivery by the **CONTRACTOR** shall be treated as complete on signing of Delivery Acceptance Certificate OR completion of Scope of Work and Trials as applicable.

8.1.2 The said duration of repair specified in Article 8.1.1 may be extended on mutual agreement only, with the **CUSTOMER** shall accept the vessel/ asset without imposition of any sort of Penalty / Reduction in Contract Price.

8.2 Incomplete Work

8.2.1 The **CONTRACTOR** and the **CUSTOMER** shall mutually agree on the quantum of incomplete and unsatisfactory work. Cost of such Incomplete work shall be withheld, except where such incomplete work is not attributable to the **CONTRACTOR**. If such work is incomplete beyond the specified date, the same shall be deleted from Scope of Work specified in Article 3.2 with corresponding amendment to Contract Price specified in Article 4.1. The **CUSTOMER** reserves the right to levy LD as per Article 9 on such incomplete work.

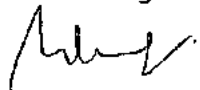
8.2.2 The **CONTRACTOR** shall be paid for completion of work specified in Article 8.1.1 only on satisfactory completion and trials.

ARTICLE 9 - LIQUIDATED DAMAGES

9.1 The **CONTRACTOR** shall be liable to pay to the **CUSTOMER** Liquidated Damages (LD), and not by way of Penalty, a sum equivalent to 0.5% (point five percent) of contract price of each undelivered life raft for every week of delay. If the job is not completed within 10 days of issue of work order, Customer has the right to cancel the work order and repairs may be undertaken through alternate source. The additional amount incurred on such cases will be recovered from the contractor.

ARTICLE 10 - Risk & Expense Purchase :

10.1 Risk and expense purchase is undertaken by the purchaser in the event of the supplier falling to honour the contracted obligations within the stipulated period and where extension of delivery period is not approved. While initiating risk purchase at the cost and expense of the supplier, the purchaser must satisfy himself that the supplier has failed to deliver and has been given adequate and proper notice to discharge his obligations. Whenever risk purchase is resorted to, the supplier is liable to pay the additional amount spent by the government , if any, in procuring the said contracted good/ service through a fresh contract, i.e. the defaulting supplier has to bear the excess cost incurred as compared with the amount contracted with him. Factors like method of recovering such amount should also be considered while taking a decision



to invoke the provision for risk purchase. A standard risk and Expense purchase clause is given in part IV of Appendix C of DPM-09.

10.2 If the contractor express unwillingness/inability to undertake servicing of any life raft under this contract the servicing of such life raft will be undertaken by the buyer. The expenditure incurred will be recovered from the contractor and buyer has the right to terminate the contract.

ARTICLE 11- QUALITY AND INSPECTION

11.1 Quality Assurance & Quality Control

11.1.1 All the material spares etc. to be utilised during the servicing and replacement of items shall be produced for inspection of MMD/IRS and the representative of this Headquarters before the same is used by the second party during servicing of the life rafts and HRUs. The contractor shall provide certificate duly approved by MMD/IRS post servicing and inspection of life rafts and HRUs.

11.1.2 All the pyrotechnic items, rations, water, first aid kit and anti sea sickness tablets supplied or replaced in the life raft should have a validity of minimum 18 months. No such items which has already outlived or partly expired the validity of its life span shall be acceptable during the course of the servicing of life raft. In case any of the above items could not be supplied fresh having validity of prospective date, then items having lost validity for a certain period could be acceptable provided the charges of the expired of such items are be deducted from the actual price of the said items. List of new date of expiring of each of such item are to be enclosed along with the bill for record.

11.1.3 The second party shall be liable to the first party in the event of any loss/ damage to the items, handed over to the firm for serving/ repairs, due to fraud, negligence, theft or any other reason.

11.1.4 The second party shall return the serviced life rafts along with certificate from MMD/IRS surveyor & log card as per the stipulated time of completion as mentioned in the work order issued by this Headquarters.

11.1.5 The servicing of life rafts shall be done by the second party, under supervision of the MMD/IRS surveyor. Life rafts survey certificate & log card duly signed by MMD/IRS surveyor shall be submitted along with the serviced life rafts at the time of delivery to the first party or the respective CG ships/CGSD(PB).

11.1.6 Servicing of life rafts should be as per IMO resolution A. 761 (18) Servicing of each item of life rafts should be undertaken as per procedure mentioned in servicing manual of life raft. The second party should be in possession to have servicing manual for all types of brands of life rafts. The second party should provide one copy of servicing manuals for all types of brands of life rafts to customer after commencement of contract.

11.1.7 Foreign manufacturing items for using life rafts servicing should be approved by MMD/IRS surveyor and all replaceable Indian items should be approved by DG of shipping.

11.1.8 Any dispute, difference, controversy or claim arising between the parties out of in relation or in connection with this agreement, of the breach, termination, effect, validity, Interpretation or application of this agreement or as to their rights, duties, liabilities there under, or as to any act, matter or thing arising out of, consequent to or in connection with this agreement shall be settled by the parties by mutual negotiations and agreement.



11.2 Overseeing and Inspection

11.2.1 Necessary tests and inspections of the contracted job shall be carried out by respective ICG Ships/Boats/Crafts/Stations or his nominated agency. The CONTRACTOR shall give reasonable notice to the above team reasonably in advance of the date and place of such tests / inspections. COA shall also carry out joint receipt inspection of the equipment and material procured by the CONTRACTOR / supplied by CUSTOMER. The CUSTOMER's representative shall, during the repairs/ servicing of life rafts invariably attend such tests and inspections as per the QA Plan/Quality Inspection Schedule.

11.2.2 Any non-conformity discovered by CUSTOMER representative and intimated in writing co-relating relevant documents where necessary, in repair or material or workmanship shall be corrected by the CONTRACTOR at his cost, to the full satisfaction of Representative in accordance with the relevant drawings and specifications.

11.2.3 During the servicing of life rafts of the Ship/Craft/Boat, until the delivery thereof, the CUSTOMER's representatives shall be given free and ready access and to any other place where related work is being performed, or materials are being processed or stored, including the yards, workshops, stores and offices of the CONTRACTOR and premises of Subcontractors who are doing work or storing materials, in connection with the servicing of life raft. Notwithstanding any provision in this Article or any other Article in this Contract, the responsibility for the servicing of life raft as per the scope of work vides Article 3.2, 3.3 and 3.4 shall rest with the CONTRACTOR.

ARTICLE 12- WARRANTY & WARRANTY BOND

12.1 Guarantee

12.1.1 The **CONTRACTOR** warrants that the service carried out under this Contract confirm to specifications vide SOR.

12.1.2 The **CONTRACTOR** shall give **One year Guarantee** for workmanship and material defects. Any defects noticed during this guarantee period due to defective / poor workmanship or sub-standard material shall be rectified free of cost by the **CONTRACTOR** or by the OEMs/ PAC/ sub-contractors under arrangements by the **CONTRACTOR**.

12.1.3 If within the period of warranty, the repairs reported by the **CUSTOMER** to have failed to perform as per the specifications, the **CONTRACTOR** shall either replace or rectify the same free of charge, within **One week** of notification of such defect received by the **CONTRACTOR** provided that the equipment are used and maintained by the **CUSTOMER** as per Instructions contained in the Operating Manual. Record of the downtime would be maintained by user in logbook. Spares required for warranty repairs shall be provided free of cost by **CONTRACTOR**.

12.1.4 **CONTRACTOR** hereby warrants that necessary service and repair backup, during the warranty period of the repair, shall be provided by the **CONTRACTOR** at the **CUSTOMER'S** premises.

12.2 Notice for remedy/ rectification of defects during warranty period shall be in writing and transmitted to each other by the fastest possible means.



ARTICLE 13- GENERAL TERMS AND CONDITIONS

13.1 **Safety of Men:** The **CONTRACTOR** is to ensure adequate safeguards for personnel when employed on work where human risk of health/ injury is involved.

13.2 **First Aid:** The **CONTRACTOR** is liable to provide immediate first aid/ hospitalisation in case of accident/ sudden illness to personnel.

13.3 Suitable alternate life raft is to be provided by firm/yard during the service of Ship's/Boat's/Craft's life raft.

13.4 The Contractors shall have 16 suitable and serviceable life rafts as per following composition 30 men-02 nos., 25 men – 02 nos, 20 men – 04 nos, 15 men-02 nos, 12 men – 02 nos and 10 men – 04 nos rotatable per year as per size, shape, dimension of original fitting onboard for use by ship/craft/boat during period of servicing till delivery of the same after servicing without additional financial implication.

ARTICLE 14- INDEMNITY & INSURANCE

14.1 **Indemnity.** The **CONTRACTOR** shall indemnify the **CUSTOMER** against all claims for death or injury caused to any person, whether workman or not, while engaged in any process connected with the **CONTRACTOR's** work or for dues of any kind whatsoever, and the **CUSTOMER** shall not be bound to defend any claim brought under the Workmen's Compensation Act, 1923 or Payment of Wages Act 1936, or any other statutory Act or Law in force from time to time and applicable to the said work unless the **CONTRACTOR** first deposit with the **CUSTOMER** a sum sufficient to cover any liability which **CUSTOMER** may have to incur in relation to such proceeding.

14.2 **Insurance** - Not applicable

ARTICLE 15- SECURITY

15.1 The **CONTRACTOR** is bound by the Official Secrets Act 1923 and, in its connection any other statutory Act / Law / Amendment in force and the information given is to be treated as strictly confidential and is not to be disclosed to any person or persons not concerned therein. The **CONTRACTOR** shall be responsible to ensure that all persons employed by him in the execution of any work in connection with this Contract are fully aware of the provisions of the Official Secrets Act 1923 / Law / Amendment in force and have undertaken to comply with the same.

15.2 The **CONTRACTOR** shall also ensure secrecy of design, construction, equipment and documentation and shall carry out all or any instructions given by the **CUSTOMER** in this respect. Should the **CUSTOMER** desire to check up the security measures which have been provided, or will be adopted to achieve security, the **CONTRACTOR** shall produce necessary evidence to establish the same.

15.3 In giving any information to the Sub-Contractors, the **CONTRACTOR** shall furnish to the Sub-Contractors only such information as may be necessary for carrying out the respective work entrusted to them.

15.4 The security of the men and material in the **CONTRACTOR'S** premises is the **CONTRACTOR'S** responsibility.

her

ARTICLE 16 - FORCE MAJEURE

16.1 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.

16.2 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.

16.3 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.

16.4 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.

16.5 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.

ARTICLE 17 - TERMINATION OF CONTRACT

17.1 The **CUSTOMER** shall have the right to terminate this Contract in part or in full in any of the following cases:-

17.1.1 If the **CONTRACTOR** fails to complete the servicing of life rafts due to causes not attributable to Force Majeure for more than months after the issue of work order.

17.1.2 The **CONTRACTOR** is declared bankrupt or becomes insolvent.

17.1.3 If the **CONTRACTOR** fails to complete the servicing due to causes attributable to Force Majeure for more than six months after the contractual refit completion date.

17.1.4 The **CUSTOMER** has noticed that the **CONTRACTOR** has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

17.1.5 As per decision of the Arbitration Tribunal.

17.1.6 When both parties mutually agree to terminate the contract

ARTICLE 18 - LAW

18.1 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.



ARTICLE 19 - ARBITRATION

19.1 All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof, should be settled by bilateral discussions.

19.2 Any dispute, disagreement or question arising out of or relating to this contract or relating to this constructions or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator.

19.3 Within sixty (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties.

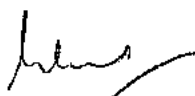
19.4 The sole Arbitrator shall have its seat in New Delhi or such other place in India as may be mutually agreed to between the parties.

19.5 The Arbitration proceedings shall be conducted under the Indian Arbitration and conciliation Act, 1996 and award of such Arbitration Tribunal shall be enforceable in Indian Courts only.

19.6 Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.

19.7 The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

(Note: In the event of the parties deciding to refer the dispute/s for adjudication to an Arbitral Tribunal then one arbitrator each will be appointed by each party and the case will be referred to the Indian Council of Arbitration (ICADR) for nomination of the third arbitrator. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the buyer and seller).



ARTICLE 20 - PENALTY FOR USE OF UNDUE INFLUENCE

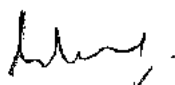
20.1 The **CONTRACTOR** undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the **CUSTOMER** or otherwise in procuring the Contracts or forbearing to do or for having 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 **CONTRACTOR** or any one employed by him or acting on his behalf (whether with or without the knowledge of the **CONTRACTOR**) or the commission of any offers by the **CONTRACTOR** 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 **CUSTOMER** to cancel the contract and all or any other contracts with the **CONTRACTOR** and recover from the **CONTRACTOR** the amount of any loss arising from such cancellation. A decision of the **CUSTOMER** or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the **CONTRACTOR**. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the **CONTRACTOR** towards any officer/employee of the **CONTRACTOR** or to any other person in a position to influence any officer/employee of the **CUSTOMER** for showing any favour in relation to this or any other contract, shall render the **CONTRACTOR** to such liability/ penalty as the **CUSTOMER** 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 **CUSTOMER**.

ARTICLE 21 - AGENTS / AGENCY COMMISSION

21.1 The **CONTRACTOR** confirms and declares to the **CUSTOMER** that the **CONTRACTOR** 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 **CONTRACTOR**; 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 **CONTRACTOR** agrees that if it is established at any time to the satisfaction of the **CUSTOMER** that the present declaration is in any way incorrect or if at a later stage it is discovered by the **CUSTOMER** that the **CONTRACTOR** 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 **CONTRACTOR** will be liable to refund that amount to the **CUSTOMER**. The **CONTRACTOR** will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The **CUSTOMER** will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the **CONTRACTOR** who shall in such event be liable to refund all payments made by the **CUSTOMER** in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The **CUSTOMER** will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

ARTICLE 22 - NON DISCLOSURE OF CONTRACT DOCUMENTS

22.1 Except with the written consent of the **CUSTOMER/ CONTRACTOR**, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.



ARTICLE 23 - NOTICES.

23.1 Any notice required or permitted by this contract shall be written in English Language and may be delivered personally or sent by Fax, Telex, Cable or registered prepaid mail/ airmail addressed to the last known address of the party to whom it is sent.

ARTICLE 24 - AMENDMENTS

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

ARTICLE 25 - NOTICES & COMMUNICATIONS

25.1 **Address for notice / communication:** The legal addresses of the Parties for the purpose of Notice/ Communication are as follows:-

(Legal Address of Customer)
The Commander
[for Chief Staff Officer (Tech)]
Headquarters,
Coast Guard Region (NW)
Sector-11, Udyog Bhavan
Post Box No. 09
Gandhinagar-382 010

(Legal Address of Contractor)

M/s _____

25.2 **Language.** Any and all notices and communication in connection with this Contract shall be in English language.

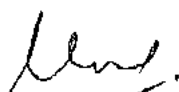
ARTICLE 26 - INTERPRETATION

26.1 This Contract shall be governed by the laws of Republic of India.

26.2 In the event of any conflict or discrepancy between the provisions of any Article to this Contract and any Annex thereof, the Article of this Contract shall prevail.

26.3 This Contract constitutes the entire agreement between the CUSTOMER and the CONTRACTOR

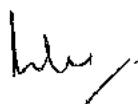
26.4 Any amendment to this Contract and its Annexes shall be in writing and signed by both Parties.



26.5 In the event of any conflict with respect to specification/ drawing/ existing practices, the order of precedence for acceptance would be as follows:-

- (a) THE CUSTOMER APPROVED DRAWING
- (b) SPECIFICATION VIDE SCHEDULE OF REQUIREMENTS
- (c) THE CUSTOMER'S DECISION

26.6 The failure of either Party to enforce any provision of this Contract shall not be considered as a waiver of such provision or the right of such Party thereafter to enforce the same.



ARTICLE 27 - SIGNATURE AND WITNESSING BY PARTIES

This Contract is signed on ____th day of the month of _____ In the Year **Two Thousand and Eighteen**, in two (2) originals of the same wording, one (1) for the CUSTOMER and one (1) for the CONTRACTOR. The Annexes listed in Table of annexes forming an integral part of this Contract are signed under same circumstances.

FOR AND ON BEHALF OF

FOR AND ON BEHALF OF

M/s-----

PRESIDENT OF INDIA

THE CONTRACTOR

THE CUSTOMER

()

Manager

M/s_____

()

Chief Staff Officer (Tech)
for Commander
CGRHQ (NW)

REPRESENTATIVE OF CONTRACTOR

REPRESENTATIVE OF CUSTOMER

Dated 2018

Dated 2018

In the presence of

In the presence of

1. _____

1. _____

Name _____

Name _____

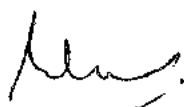
Designation _____

Designation _____

ii. Distribution:

PCDA (Navy)
CSO (TECH)/HQCGR (NW)
CGDHQ-1/ICG Stations/Ships
IFA

(One Copy)
(One Copy)
(One Copy) each
(One Copy)



ANNEX- 1

FORMAT OF CERTIFICATE OF ACCEPTANCE

CERTIFICATE OF ACCEPTANCE

1. CERTIFIED THAT THE M/s _____ HAVE COMPLETED THE SERVICING OF LIFE RAFT EX-ICGS _____ AS PER THE SCOPE OF WORK ASSIGNED TO THEM AND HANDED OVER THE SAME TO **INDIAN COAST GUARD** AT _____ HOURS, ON THIS _____ DAY OF THE MONTH _____ IN THE YEAR TWO THOUSAND AND _____.
2. THE LIST OF LIABILITIES AS ON DATE IS PLACED AT ANNEXURE TO THIS CERTIFICATE.

COA/REP
FOR AND ON BEHALF OF
THE PRESIDENT OF INDIA

REP OF
M/S -----

[Handwritten Signature]

ANNEX- 2

SCOPE OF WORK

1. Servicing of following life rafts fitted onboard Ships/ Crafts/ Boats under Coast Guard Region (NW) per the RFP is as below:

(a) **Consignee details** : The firms have to collect Life Raft from ships/units located at places as given below :-

SL NO	SHIP/CRAFT	BASED AT
(i)	Ship's under CGDHQ-1	PORBANDAR
(ii)	Ship's under Refit at CGRPT(SRT)	SURAT/BHARUCH
(iii)	Ship's under ICGS OKHA	OKHA
(iv)	Ship's under ICGS VERAVAL	VERAVAL
(v)	Ship's under ICGS JAKHAU	JAKHAU
(vi)	Ship's under ICGS MUNDRA	MUNDRA
(vii)	Ship's under ICGS PIPAVAV	PIPAVAV
(viii)	Ship's under ICGS VADINAR	VADINAR
(ix)	CGSD (PBD), PORBANDAR	PORBANDAR

(b) Details of life rafts:-

SL	SHIP/UNIT	DETAILS OF LIFE RAFT MAKE/ MODEL/CAPACITY	QTY (NOS)	LAST SERVICED	DUE	REMARKS
PORBANDAR.						
1.	SAMUDRA PAVAK	SHANGHAI/KHA-25/25 MEN	07	JUN 17	JUN 18	
		SHANGHAI/KHA-25/25 MEN	07	AUG 17	AUG 18	
2.	VIJIT	SHANGHAI/ KHA-20/20 MEN	03	JUN 17	JUN 18	
		SHANGHAI/ KHA-20/20 MEN	04	AUG 17	AUG18	
		GALVANISERS INDIA, MODEL: MARKWEL, 20 MEN	01	MAY 17	MAY 18	
3.	ARUSH	M/s MARKWEL/SOLAS/20 MEN	02	APR 17	APR 18	
4.	ANKIT	GALVANISERS INDIA, MODEL MARKWEL 20 MEN	02	MAR 17	MAR 18	
5.	C-409	ZODIAC FRANCE, ZMEC-10/20	02	AUG 17	AUG 18	
6.	C-142	SHANGHAI HAUXIANG, DACHENG RUBBER & PLASTIC CO, CHINA-10 MEN	02	MAY 17	MAY 18	
7.	C-143	SHANGHAI YOULONG / KHA-20/20 MEN	01	AUG 17	AUG 18	
		RED SURVIVA/12 PERSON	01	NOV 17	NOV 18	
8.	SHOOR		08		LIKELY TO BE REBASED IN NW REGION IN APR 18	
OKHA						
9.	H-184	RFD MODEL FERRY MAN/30 MEN	01	SEP 17	SEP 18	
		RFD MODEL FERRY MAN/30 MEN	01	MAY 17	MAY 18	
10.	H-185	RFD MODEL FERRY MAN/30 MEN	01	NOV 17	NOV 18	
		RFD MODEL FERRY MAN/30 MEN	01	MAY 17	MAY 18	
11.	H-187	RFD MODEL FERRY MAN/30 MEN	01	OCT 17	OCT 18	
12.	H-189	RFD MODEL FERRY MAN/30 MEN	02	MAY 17	MAY 18	
13.	H-191	RFD MODEL FERRY MAN/30 MEN	02	JUN 17	JUN 18	
14.	ARINJAY	GALVANISERS INDIA, MODEL MARKWEL, 20 MEN	02	NOV 17	NOV 18	
15.	MEERA BEHN	SHM SHIPCARE/A-20 (II)/20MEN	02	JUN 17	JUN 18	
16.	C-413	ZODIAC FRANCE/ ZMCE - 10/10MEN	01	NOV 17	NOV 18	
		ZODIAC FRANCE/ ZMCE -	01	NOV 17	NOV 18	

		20/20MEN				
17.	URJA SANCHAY	SHM, MODEL : A-15 II/15 PERSON	02	JUL 17	JUL 18	
PIPAVAV						
18.	C-156	MAKE- SINGH HINDUSTAN MARINE PVT. LTD, MODEL A-10 / 10 MEN	02	OCT 17	OCT 18	
VADINAR						
19.	C-152	15 MEN, MAKE : SHANGHAI YOULONG RUBBER PRODUCT	01	MAY 17	MAY 18	
20.	C-161	SINGH HINDUSTAN MARINE PVT LTD/MODEL-A-10(II)/CAPACITY-10 MEN	02	---	COMMISSIONED ON 05 JAN 18	
21.	C-167	SINGH HINDUSTAN MARINE PVT LTD/MODEL-A-10(II)/CAPACITY-10 MEN	02		LIKELY TO BE COMMISSIONED SHORTLY	
MUNDRA						
22.	C-403	MAKE-ZODIAC, MODEL ZMX 20MEN	01	JUN 17	JUN 18	
		MAKE-ZODIAC, MODEL ZMX 10MEN	01	JUN 17	JUN 18	
23.	IC-304	MAKE-GALVANISERS INDIA , MODEL - MARKWEL 12 MEN	02	AUG 17	AUG 18	
JAKHAU						
24.	C-437	MAKE-ZODIAC, MODEL ZMX 10 MEN	01		LIKELY TO BE COMMISSIONED IN FEB 18	
		MAKE-ZODIAC, MODEL ZMX 20 MEN	01			
VERAVAL						
25.	C-153	SHANGHAI YOULONG MODEL KHA-15/ 15 MEN	02	MAR 17	APR 18	
26.	C-149	SHANGHAI YOULONG MODEL KHA-15/ 15 MEN	01	SEP 17	SEP 18	
27.	IC-121	SHANGHAI YOULONG RUBBER KHY-10/ 10 PERSON	01	SEP 17	SEP 18	
		SHANGHAI YOULONG RUBBER KHY-10/ 10 PERSON	01	SEP 17	SEP 18	
28.	IC-122	SHANGHAI YOULONG RUBBER KHY-10/ 10 PERSON	01	SEP 17	SEP 18	
		SHANGHAI YOULONG RUBBER KHY-10/ 10 PERSON	01	OCT 17	OCT 18	
29.	VISITING/ REFIT/ NEW COMMISSIONED/ REBASED/ ANY OTHER UNPLANNED MOVEMENT OF SHIPS AT ACTUAL PER YEAR		20			
TOTAL			97			

The following life rafts will also be included in the contract up to Apr 2019

SL	SHIP/ UNIT	DETAILS OF LIFE RAFT MAKE/ MODEL/CAPACITY	QTY (NOS)	TENTATIVE SERVICE SCHEDULE D	TENTATIVE DUE DATE	REMARKS
PORBANDAR.						
1.	RAJRATAN	M/s SHANGHAI YOULONG KHA-20/20 PERSON	04	FEB 18	FEB 19	
2.	H-187	RFD MODEL FERRY MAN/30 MEN	01	JAN 18	JAN 19	
3.	C-411	ZODIAC FRANCE/ ZMCE - 10/10MEN	01	FEB 18	FEB 19	

		ZODIAC FRANCE/ ZMCE - 20/20MEN	01	FEB 18	FEB 19	
4.	C-419	ZODIAC/HAMMER & SOLAS 'A' PACK/H2OR/20 MEN	02	JAN 18	JAN 19	
5.	C-152	15 MEN, MAKE : SHANGHAI YOULONG RUBBER PRODUCT	01	FEB 18	FEB 19	
6.	C-429	ZODIAC, ZMEC-10 MEN	01	FEB 18	FEB 19	
		ZODIAC, ZMEC-20 MEN	01	FEB 18	FEB 19	
7.	C-401	MAKE-ZODIAC, MODEL ZMX 20MEN	01	FEB 18	FEB 19	
		MAKE-ZODIAC, MODEL ZMX 10MEN	01	FEB 18	FEB 19	
8.	IC-303	MAKE-GALVANISERS INDIA , MODEL - MARKWEL 12 MEN	02	JAN 18	JAN 19	
9.	C-408	ZODIAC, ZMEC-10 MEN	01	FEB 18	FEB 19	
		ZODIAC, ZMEC-20 MEN	01	FEB 18	FEB 19	
10.	IC-125	SHANGHAI YOULONG , MODEL-KHY-10/10 MEN	02	JAN 18	JAN 19	
11.	IC-126	SHANGHAI YOULONG , MODEL-KHY-10/10 MEN	02	JAN 18	JAN 19	
12.	C-149	SHANGHAI YOULONG MODEL KHA-15/ 15 MEN	01	JAN 18	JAN 19	
		TOTAL	23			

2. The scope of work includes:

(a) **Removal for servicing and re-fitment of life rafts & HRUs post servicing from Ships/ Crafts/ Boats as the case may be.**

(b) **The expenditure for labour, use of crane, transportation of life rafts & HRUs from Ships/ Craft/ Boats for servicing and back post servicing will be borne by the firm.**

(c) **All components/subassemblies, consumables/spares inside the life rafts which are expired/going to be expired within year/defective/non working condition due to any reason are to be replaced by the contractor and should have minimum validity of 18 month.**

(d) **The Contractors shall have 16 suitable and serviceable life rafts as per following composition 30 men-02 nos., 25 men – 02 nos, 20 men – 04 nos, 15 men- 02 nos, 12 man – 02 nos and 10 men – 04 nos rotatable per year as per size, shape, dimension of original fitting onboard for use by ship/craft/boat during period of servicing till delivery of the same after servicing without additional financial implication.**

(e) **The firm to arrange inspection /witnessing by Coast Guard Staff and IRS/ABS/MMD surveyor prior to servicing , replacement of items and repairs. The firm should provide certificate /Service report duly approved by MMD/IRS post servicing of life rafts.**

(f) **The firm is required to return all expire / renewed items to Coast Guard on completion of servicing of life raft.**

(g) **Service report to be submitted as per format placed at Annex -5 and should contain renewal status, make /model, batch number and lot number of purchase from supplier/importer, quantity renewed, manufacturing date and expiry date of all renewed items.**

(h) The proof of purchase(batch number and lot number) of items renewed during servicing of life raft is required to be furnished along with invoice during processing of bill.

(j) The firm undertaking contract should have undertaken servicing of 150+ life rafts annually for past three years throughout India. Proof of the same is required to be enclosed alongwith technical bid.

(k) Life raft to be sealed by temper proof seal post servicing by CG Rep,IRS /MMD Rep and Firm Rep



ANNEX- 3
WORK ORDER

Reply should be addressed to
The Commander / Commanding Officer

RHQ(NW)/DHQ-1/ICGS (Stations Name)
/ICGS (Ship Name)

WO. NO:

Date:

M/S

WORK ORDER FOR SERVICING OF LIFE RAFT: SHIP NAME

Dear Sir,

1. Kindly refer to CGRHQ(NW) Service Rate Contract No **3464/4** dated ___ 18.
2. You are requested to undertake the "Servicing Of Life Raft " for _____ (Ship Name) at a total cost of _____ for life rafts with ___ **taxes** as per the service rate contract ibld.
3. Payment will be credited to account of firm as given below or a cheque will be Issued:
Bank Name:
Branch:
Bank Address:
IFSC Code:
MICR Code:

()
Asst / Dy /Commandant
DTO/STO/SO(Tech)/RTO/
CSO(Tech)



ANNEX- 4

FORMAT OF CERTIFICATE OF COMPLETION OF DEFECT

WORK COMPLETION CERTIFICATE

CERTIFICATE No. ... / CC / DT

The under mentioned DEFECT SERIAL has been Completed

DESCRIPTION OF DEFECT LIST SERIAL:

	Rep Firm/Shipyard	SHIP'S REP(CO/COA)
SIGNATURE		
NAME DESIGNATION / RANK DEPT./ ORGANISATION		
Date of commencement		
Date of completion		
Remarks if any by SS/surveyor		



SERVICE REPORT FORMAT FOR LIFE RAFT SERVICING

	MFG. DATE :	CERTIFICATE NO. :
VESSEL NAME :	MAKE :	LAST SERVICED :
OWNER/CUSTOMER :	CAPACITY :	DATE OF SERVICE :
LIFE RAFT SR. NO. :	TYPE :	NEXT SERVICE DUE :

Description	Action	Qty
CONTAINER		
Container Painting/ cleaning		
Container Repair		
Anti Mould Treatment		
Bursting Bands /Straps		
Sealing Gasket/Strip		
Drain Holes		
Polythene Valise		
Neoprene Doubler Patch		
Labels		
Identification Kit		
BUOYANCY		
Buoyancy Chamber Fabric		
Chokes		
Center Strut		
Inflation/Deflation Valve		
Boarding Ramp/Ladder		
Relief Valves		
Towing Bridle		
Life Lines/Patches		
Stabilizing Pockets		
CANOPY		
Outer Canopy		
Inner Canopy		
Entrance Flap		
Rain Catchments		
Retro Reflective Tape		
Viewing Port		
R.R Patch		
Outer/Inner Light		
FLOOR		
Outer Floor/Inner Floor		
Inflation/Deflation Valve		
Righting Strap		

Description	Action	Qty
INFLATION EQUIPMENTS		
Firing Cable (s)		
Gas inlet Valves		
Operating Head (s)		
High Pressure Hose		
CO2 Cylinder Pocket (s)		
CO2 Cylinder Paint/Stenciling		
Painter Line/Pocket		
LIFTING COMPONENTS (D/E)		
Lifting Bridle		
Shackle		
Suspension Strap & Patches		
Steering Line & Patches		
EMERGENCY EQUIPMENTS		
Drum/Bag		
Bellows		
Drinking Vessel		
Fishing Kit		
Bailer		
Heliograph		
Knife		
Leak Stoppers		
Paddles		
Repair Kit		
Repair Kit Solution Tube		
Survival Manual		
Signaling Chart		
Sea Sickness Bags		
Can Openers/Scissors		
Thermal Protective Aid		
Sponges		
Sea Anchor Drogue		

Description	Action	Qty
Signaling Torch		
Torch Cells		
Torch Bulb		
Whistle		
Radar Reflector		
Rescue Quoit & Line		
WATER		
Make :		
Lot No :	Exp :	
EMERGENCY RATION		
Make :		
Lot No :	Exp :	
PARACHUTE ROCKETS		
Make :		
Lot No :	Exp :	
HANDICAPS		
Make :		
Lot No :	Exp :	
SMOKE SIGNALS		
Make :		
Lot No :	Exp :	
FIRE SIGNALS		
Make :		
Lot No :	Exp :	
FLARE TABLETS		
Make :		
Lot No :	Exp :	
SEA CHIPS		
Make :		
Lot No :	Exp :	

BUOYANCY CHAMBER	TIME ON	TIME OFF	INITIAL READING (INCHES)	INITIAL TEMPER.	FINAL READING (INCHES)	FINAL TEMPER.	INITIAL W.P. (PSI)	INITIAL W.P. (KG/CM ²)	TEST	REMARKS
UPPER									WP NAP/FLOOR SEAM GAS INFLATION CYL. HYD. TEST CYL. REFILLING D/L OVER LOAD	
LOWER										
FLOOR										

CO2 CYLINDER(S)						HYDROSEATOR RELEASE	
Cylinder No.	Actual Wt. Kg.	Written Wt. Kg.	Tare Wt. Kg.	Gas Wt. Kg.	LPT/Re-charge date	Make/Type	Serial No.
							Release Pressure

This is to certify that the above Life Raft has been inspected in accordance with IMO Resolution A. 761 (18) and SOLAS 1974/1998. This certificate is valid for 12 months from the date of issue.

SOLAS 'A/B' PACK

Painter Anti wicking carried out.

General Comments: 'Satisfactory'

Painter Length: 28 Mtrs.

Stowage Height: 18 Mtrs.

Surveyor to the Indian Register of shipping
Witnessed/Endorsed

Authorized Signatory
(Mr.)

(Handwritten signatures)

