

**RFP/TENDER ENQUIRY**

**E- MAIL / SPEED POST**

Telefax-079-23243374  
E-Mail: tech-nw@indiancoastguard.nic.in

Reply should be addressed  
to the Commander

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

Quoting: 3463/4

28 Mar 19

**INVITATION OF QUOTATIONS FOR ANNUAL SERVICE RATE CONTRACT (FY 2019-20)**  
**TOWARDS YEARLY UNDER WATER ROUTINES OF INTERCEPTOR CRAFTS**  
**(M/S TDPL, GOA & M/S BRISTOL BOATS, KOCHI)**

Dear Sir/ Madam,

1. Quotations in sealed cover are invited for annual service rate contract (FY 2019-20) for yearly under water routines of Interceptor Crafts (M/s TDPL, Goa & M/s Bristol Boats, Kochi) to be undertaken **at Gujarat Coast of India at respective base port of Crafts**, as per the work package listed in enclosed schedule of requirement (SOR).

2. General Information about the tender:-

- |   |                          |
|---|--------------------------|
| (a) Tender Reference no.                      | : 3463/4 dated 28 Mar 19 |
| (b) Last date and time for receipt of tenders | : 22 Apr 19 at 1100 hrs  |
| (c) Time and date for opening of tenders      | : 22 Apr 19 at 1130 hrs  |
| (d) Place of opening of tenders               | :                        |

**Headquarters  
Coast Guard Region (NW)  
Block no 11 & 12, 7<sup>th</sup> Floor  
Sector-11, Udyog Bhavan  
Gandhinagar  
Gujarat – 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  
Gujarat – 382 010**



3. The tender shall be submitted **in single stage two-bid system**, the Technical and Commercial bids. The following enclosures are forwarded along with this enquiry to assist you in preparing your technical and commercial offer: -

- |  |                   |
|--|-------------------|
| (a) Schedule of Requirements                     | - Enclosure-I     |
| (b) Standard Conditions of Contract              | - Enclosure - II  |
| (c) Guidelines for Preparation of Technical Bid  | - Enclosure - III |
| (d) Guidelines for Preparation of Commercial Bid | - Enclosure – IV  |

4. Quotation shall remain valid for **180 days** from the date of opening of Technical bid.

#### **SUBMISSION/ OPENING OF TENDERS**

5. Please **quote our RFP no. and date** of tender opening on sealed cover. Failure to do so will render your offer invalid.

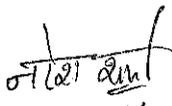
6. The Technical and Commercial bids are to be submitted in two separate sealed envelopes, duly marked as **"Technical Bid for RFP 3463/4 dated 28 Mar 19"** and **"Commercial Bid for RFP 3463/4 dated 28 Mar 19"**. Both envelopes are to be placed in a bigger size envelope and sealed. The bigger sized envelope is to be marked with RFP no & date with firm's name & address. 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 refitting firm. **The quotes are to be submitted under original memo/letter pad, inter alia, furnishing the GST/TIN No./ VAT/CST No., Bank Address with EFT account No. with the complete postal and e-mail address of the firm, failing which their bid will not be considered for further evaluation.** 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. 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 & REPAIRS"** located at Guard Room/ Reception, or to be sent by registered post so as to reach this office by **1100 Hrs** on **22-Apr 19** No responsibility will be taken for postal delay or non-delivery/non-receipt of tender documents.

7. Sealed quotations will be opened by a committee on due date and time. 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.**

8. 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.**

9. In case your firm is not willing to quote due to any reasons, your regret should be sent well before the due date, failing which your firm can be de-listed from the Contractor's list.

10. 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.



11. **Earnest Money Deposit:** Bidders are requested to submit earnest money deposit (EMD) for an amount of **₹ 2,80,000.00 (Rupees two lakh eighty thousand only)** along with their bids. The EMD should be submitted in the form of Fixed Deposit Receipt or bank guarantee from any public sector banks or a private sector bank (**ICICI, HDFC and Axis bank only**) authorised to conduct Govt business as per for DPM-16 (available in MoD website and can be provided on request) in favour of "**The Commander, Coast Guard Region (NW)**". EMD is valid for a period of 45 days beyond the final bid validity period. EMD of the un-successful bidders would 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 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 Central Purchase Organisation (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 derogate from the tender in any respect within the validity period of their tender.

### **Evaluation Criteria**

12. **Loading of Cost for Items "Not Quoted"**. The bidder has to submit item wise quote for all the sections/sub-sections mentioned in the SOR (defect list) with commercial bid. Any omissions/deviations to the SOR are to be recorded in the Record of Deviations and submitted along with the 'T' Bid. **In case a bidder fails to quote for a certain item/Defect List Serial, their bid will be loaded by the amount quoted by the highest bidder for that particular Item/ Defect List serial and this loading will be considered for determining the L-1.** CUSTOMER reserves the right to determine the qualification of a firm on this account.

### **Finalizing of L-1 Firm.**

13. The L-1 firm will be decided on sum total of cost of refit, services, applicable taxes and duties (including exemptions sought/granted) but exclusive of Octroi/Entry Tax.

14. **Payment Terms.** The Payment Terms for the Contract Price shall be as follows:-

(a) Repair Yard is to submit all the bills, pertaining to the work, within 30 days of completion of the work to overseeing authority 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 alongwith following relevant documents be submitted for verification and processing to overseeing authority for onward dispatch to PCDA (Navy).

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

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

### **Standard Conditions of Contract (SCOC)**

15. Firm shall be required to accept the SCOC. Additionally standard clauses regarding agents / agency commission, penalty for use of undue influence, access to books of accounts, arbitration and laws would be incorporated in the contract. A Contract will be signed between the **CSO (Tech)/RHQ (NW)** and the shipyard/firm incorporating the SCOC at Enclosure II of this RFP, which will form an integral part of the Contract.

**Request for Information Conference (RFIC):- Not applicable**

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16. All clarifications with respect to the work package to be considered resolved as per issued RFP. The SOR (Enclosure I) and SCOC (Enclosure II) should be carefully considered while preparing the bids. No revision of Commercial Bid would normally be permitted after opening of the Technical Bid. No RFIC will be held as work package is very precise.

17. **Technical Bids:**

The technical Bid is to be submitted strictly in accordance with **Enclosure- III** to this tender enquiry. **The repairing yard/ firm should have work shop facility in Gujarat coast.**

18. **Commercial Bid**

The Commercial bid is to be submitted strictly in accordance with **Enclosure - IV** to this tender enquiry. **Defect list-item wise quote should be included in commercial bids.** 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.

19. **Performance Security Deposit**

(a) **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.

(b) The PBG furnished towards security deposit for due performance of the contract upto completion of supplies, continues to be held as a Warranty Bank Guarantee during the warranty period. This obviates the need to obtain a fresh WBG from the supplier on commencement of the warranty period, with corresponding return of the earlier one given as Security Deposit. Accordingly, the PBG already acts as and should be relabeled as Performance/Warranty Bank Guarantee as the same is furnished by the supplier in terms of Sub-para 7.7.1 of DPM to cover due performance of the contract not only upto completion of supplies but also upto 60 days beyond the warranty period (completion of all contractual obligations). This aspect is clarified in the revised Sub-para 7.7.1 at Serial 31 of Section-2.

20. **Risk & Expense Purchase :** Risk and expense purchase is undertaken by the purchaser in the event of the supplier failing 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.

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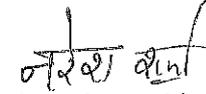
**Conditions under which this RFP is issued.**

21. This RFP is being issued with no financial commitment and Customer reserves the right to change or vary any part thereof at any stage. The Customer reserves the right to reject any or all of the offers without assigning any reason whatsoever. The Customer also reserves the right to withdraw the RFP should it be so necessary at any stage. The Contractor will not have any objection on working of reps of the firm having AIAMC/Registered with the Coast Guard during the period of refit in the premises. The Contractor will allow the reps of the firm having AIAMC with ICG during refit and will assist ship's staff to arrange necessary security approvals. Also ICG will have the right to delete the work package for equipment for AIAMC has been under consideration at the time of issuing RFP and finalized later.

22. **Please acknowledge receipt.**

Thanking you,

Yours Sincerely,



(NK Sharma)  
Commandant  
RTO(Refit)  
for Commander  
Coast Guard Region (NW)

**Enclosures:** - As above by e-mail

**Copy to:**

The Commander  
Coast Guard District Headquarters No. 1  
Post Box No.25  
Porbandar, Gujarat -360575

The Commander  
Coast Guard District Headquarters No. 15  
Post Box No.16  
Okha, Gujarat - 361350

The Commanding Officer  
ICGS Pipavav

The Commanding Officer  
ICGS Mundra

The Commanding Officer  
ICGS Vadinar

The Commanding Officer  
ICGS Jakhau

The Commanding Officer  
ICGS Veraval

**[Refer to para 3 (a) of RFP]**

**SCHEDULE OF REQUIREMENTS (SOR)**

Annexure 1 – Particulars of Vessel on which work is required to be carried out.

Annexure 2– Quantified Work Package (**comprehensive scope of work** that contains break-up of individual jobs to be completed including survey, dismantling and inspection, routines and repair to be carried out, consequent repair, trials and **comprehensive list of services** required such as hoisting of ICs, berthing, jetty services (electricity, accommodation, phone, fresh water, fire main), cranes facilities, tugs and pilot charges.

Annexure 3 – Quality Inspection Schedules/QAP (minimum and essential parameters that are required to be achieved for the scope of work to be deemed as satisfactorily completed)

Annexure 4 – Extract of relevant Navy/Coast Guard orders as applicable pertaining to the scope of work, such as 'Paint Schemes', 'Hull Survey and Ratification Procedure', 'Survey of Anchor Chain Cable', 'Entry into Confined Spaces and Precautions thereof. Additionally, requirements for Gas Free & Man Entry Certificates, Fire Sentries, and Administrative Support to OEMs, and Pumping out facilities & Removal of Debris/Waste Material should be clearly specified as applicable.

**Note: Above mentioned subject are deliberated below at the respective Annexures.**

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**PARTICULARS OF VESSEL**

**ICs Ex M/s Bristol Boats, Kochi**

- |    |                           |   |  |
|----|---------------------------|---|--|
| 1. | Name of the Vessel        | : | <b>INTERCEPTOR CRAFTS</b><br>based at Jakhau/ Vadinar/Mundra |
| 2. | Built by                  | : | M/s Bristol Boat (Kochi)                                     |
| 3. | Overall Length            | : | 9.0 Mtrs   |
| 4. | Breadth                   | : | 3.25 Mtrs  |
| 5. | Draught (Light ship) Mean | : | 0.65 Mtrs  |
| 6. | Draught (Full load) mean  | : | 0.67 Mtrs  |
| 7. | Speed (Max)               | : | 40 KN  |
| 8. | Propulsion                | : | 2 x 250 HP OBMs (02 nos)                                     |

**PARTICULARS OF VESSEL**

**ICs Ex M/s Timblo Dry docks Pvt Ltd, Goa**

- |    |                            |   |   |
|----|----------------------------|---|---|
| 1. | Name of the Vessel         | : | <b>INTERCEPTOR CRAFTS</b><br>based at Veraval/ Jakhau |
| 2. | Built by                   | : | M/s TDPL, Goa   |
| 3. | Overall Length             | : | 9.8 Mtrs  |
| 4. | Breadth                    | : | 3.10 Mtrs   |
| 5. | Draught (Light ship ) Mean | : | 0.55 Mtrs   |
| 6. | Draught (Full load ) mean  | : | 0.58 Mtrs   |
| 7. | Speed (Max)                | : | 37 KN   |
| 8. | Propulsion                 | : | 2 x 250 HP OBMs (02 nos)                              |

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**QUANTIFIED WORK PACKAGE (FOR EACH IC)**

1. Comprehensive scope of work is as follows:-

<u>DI SI</u>	<u>Description</u>						<u>RHQ (NW)</u> <u>Remarks</u>
HA-1001	Boat to be hoisted on chocks/ cradle, making sure that bearing surfaces adequately cushioned. Chock/ cradle CG supply. Provision of crane for lifting ICs for both version, cushioning arrangements, lifting from alongside jetty to chocks, un-hoist and lifting from chocks to alongside jetty post routines etc. are yard/ firm liability. (Slings for hoisting the ICs will be provided by ICG)						DO. Material yard supply.
HA-1002	Clean the marine growth with wooden scrapper soon after hoisting the IC on Chocks and wash with fresh water rub with grade 220 emery paper to smoothen the surface.						DO.
HA-1003	Clean with mild detergent in warm water and inspect for cracks & peeling of gel coat. Damaged underwater area to be repaired prior painting.						DO. Material Yard supply.
HA-1004	Post surface preparation, paint to be applied as per the following paint scheme. Approximate area 40 SQ. MTR. Paint manufacturer- International (M/s AKZO NOBLE). Paint yard supply.						DO. Yard to cater for spray painting. Paint Yard supply.
	<u>Sl</u>	<u>Location</u>	<u>Paint description</u>	<u>Coat (Nos)</u>	<u>DFT</u>	<u>PSR</u>	
	1	Exterior Underwater	INTERSWIFT 6800 HS BMA 688 BROWN	1	125	3.47	
			INTERSWIFT 6800 HS BMA 684 RED	1	125	3.47	
		Boot top	INTERSWIFT 6800 BLACK	1	125	3.47	
			INTERSWIFT 6800 BLACK	1	125	3.47	
	2	Ship side & Super structure	INTERGUARD 269 EPOXY PRIMER EGA 088/A RED	1	50	6.58	
			INTER TUF 262 KHA 303/A RED AS A TIE COAT	1	175	2.92	
			INTERGUARD 263 FAJ034/A LIGHT GREY	1	75	5.32	
			INTER THANE 990 PHB008/A WHITE	2	50	7.98	
HA-1005	Boat to be shifted from cradle/chocks for second version, painting of underwater hull area, covered by choke/cradle bearing surface in I <sup>st</sup> version.						Do.
HA-1006	Load testing of 04 Nos lifting hooks and 06 Nos hoisting slings to be carried out and load testing certificate to be provided.						DO. Yard to provide load testing certificate.

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HA-1007	Painting of draught marking stickering of coast guard name with emblem as per sample.	DO. Yard to cater for painting of ship's band, Pennant No and writing of "INDIAN COAST GUARD"/ "भारतीय तटरक्षक" as per CGBR 382. Paint and material yard supply.
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2. The following is to be included in scope of work:

- (a) All sub-contractors for undertaking repairs on equipment & Machinery to be approved by **CG Overseeing authority/ COA.**
- (b) Cost of removal and refitting of paneling, lagging and Insulation removed during defectation is to be included in the quoted cost. No additional cost for additional degutting and regutting will be admissible.
- (c) Ship's hull/structure, all welded joints which are accessible and visible are to be checked.
- (d) All in way jobs whether specified or not in RHQ remarks are to be undertaken by yard within the quoted price.
- (e) Yard have to be in possession of yard supply items prior starting the jobs and forward a copy of list of items to CG refitting authority.
- (f) Works to be carried out as per the directives of CG Overseeing authority based on the approved defect list/ work package.
- (g) Any hold up in timely completion of refit is to be intimated to COA at least 05 days prior to scheduled completion of refit and in addition weekly progress report of refit is to be forwarded to refit coordinator.
- (h) Calibration/test certification would be carried out by yard through authorised agencies and calibration/test certificates issued for calibration of gauges.

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(j) Conduct of Routines/Refit: **The routines are to be undertaken at base port only. The likely duration of work package on each boat is 10 days only.** The Details of ICs under this region are as follows.

<u>Sl</u>	<u>IC Boat</u>	<u>Base Port</u>
(a)	IC-110	Vadinar
(b)	IC-113	
(c)	IC-121	Veraval
(d)	IC-122	
(e)	IC-111	Jakhau
(f)	IC-112	
(g)	IC-125	
(h)	IC-126	
(j)	IC-303	Mundra
(k)	IC-304	

3. **UTG Report.** NA

4. **Spares and Materials**

(a) Spares required for any equipment which are CG supply if any, will be procured by yard against inability List / NACs approved by CGRPS/Refitting authority from the authorised dealer. Spares for equipment for which authorised agencies are not available would be procured on competitive basis on approval of overseeing authority. Spares procured through shipyard would be reimbursed at actuals plus **7.5 %** overheads on landed cost. Taxes, duties etc. will be paid on actuals on production of documents. Procurement of spares through shipyard will be authorised by Overseeing authority after ascertaining availability of sanction.

(b) Unless otherwise specified in defect List, all spares and material for undertaking jobs as per above defect list in Para (1) will be Yard supply .

5. **Trials**

(a) Yard to provide Test and trials reports as per format. SS to hand over copy of format for test and trial report.

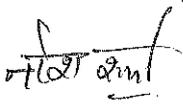
(b) On completion of refit, yard to conduct **Basin /Harbour** Trials for all **major** machineries on which routines/rectification of defects were undertaken and defects if any are to be liquidated prior to Sea Trials.

6. **Association of Surveyor.** NA

7. **Dry Docking.** Dry Docking of the craft/boat to be done **as per docking plan.** The craft should be docked within **02 days** of commencement of Refit/Routine and U/W hull survey be carried out.

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8. **Paints.** The paint is to be applied as per approved paint scheme mentioned against each defect serial. Paint yard supply.
9. **Terms and Conditions.** In addition to above following additional terms and conditions are to be accepted by all the shipyards.
- (a) All defects /jobs marked in the defect list as "DO" and as agreed whether quoted or not are to be undertaken by the ship yard under this contract within cost agreed during the CNC.
- (b) No advance payment will be made to the yard.
- (c) The shipyard do not have privilege of offloading the 'Complete Refit Work Package' to a third party.
10. **Guarantee.**
- (a) 10% of the refit cost will be withheld for six months from date of completion of refit for liquidating guarantee defects or yards shall provide six month bank guarantee. Guarantee defects will be liquidated as follows:
- (i) The yard would send their rep to ship's base port i.e. **Veraval/ Jakhau /Mundra / Vadinar** and rectify the same within a reasonable period of time on establishing that the defects are of guarantee nature.
- (ii) All guarantee defects are to be liquidated within 07 days of intimation or else the defect will be liquidated by alternate trade agency and cost of repairs would be payable by the refitting yard. The bill towards such repairs is to be paid within 03 weeks from receipt of bill, failing which the cost will be adjusted against the balance 10% refit cost.
- (b) Yard undertaking the refit will provide guarantee for **Six Months** for workmanship and material supplied.
11. **Growth of work.** Growth of work is not envisaged. In case of inescapable requirement of any growth in underwater work/ other work the same will be addressed as per DPM 09 provisions.
12. **Safety Precautions.** The Ship repair yard shall take adequate and necessary precautions regarding the safety of the ship, men and material. He shall also indemnify to the Coast Guard (Refit Overseeing Team) against any claim for compensation arising out of the negligence on the part of the Ship repair yard/OEMs/subcontractors.
13. **Noise and Vibration Trials.** Not applicable.
14. **Commencement of refit.** Refitting yard is to commence **refit from the effective date of contract or as directed by ICG.**
15. **Commercial Bid.** **The quotation should be valid for a minimum period of 180 days from the date of opening of Technical Bid.** All terms & condition should be accepted in totality.
16. The yard winning the contract will be **required to submit descriptive defect list item wise quotation of the work package to RHQ within 10 days of conclusion of CNC (if required)**
- COMPREHENSIVE LIST OF SERVICES:**
17. **Yard Services.** The yard has to cater for hoisting of boats on cradle using crane facility.
18. **Provision of Accommodation during refit.** Nil view the routines to be undertaken in the base port only.



QUALITY INSPECTION SCHEDULES/ QAP

1. Certain guidelines have been drawn in the succeeding paragraphs for compliance and for successful completion of the refit within sanctioned amount.
2. All jobs are to commence **within 02 days of hoisting of craft**. In case shipyard is unable to complete the jobs prior to post refit sea trials, the same jobs would be liquidated by respective Stations under the delegated financial powers at yard's risk and cost.
3. The underwater routines are to be supervised and overseen by concerned Contract Operating Authority (i.e. DHQ/CG STATION/CGRPT/CGOT).
4. Progress meetings for underwater routines are to be held weekly and as and when required basis to ensure timely completion of refit. A copy of the minutes of meeting is to be forwarded to RHQ (NW).
5. A very close check should be maintained on the quality of work and meeting the cardinal dates as scheduled.
6. A BAR Chart is to be obtained from the Shipyard and to be forwarded to RHQ at an early date. Since there are Liquidated Damages clauses in the rate contract, CG should in turn ensure that all reasonable assistance is provided to yard personnel.
7. No further Supplementary Defect List is to be included.
8. Work completion Certificate must be carefully scrutinized and only the CO should be nominated to sign the certificate. All work done certificates, CRVs etc for work undertaken/spare supplied satisfactory should be signed and submitted to yard. A statement of WDCs/CRVs, if any, not cleared is to be forwarded with justification.
9. Bills should be closely scrutinized to ensure that the amounts claimed corresponds to the written authorizations issued and that there is no duplication. A copy of bills with a copy of enclosures cleared by concerned DHQ should be endorsed to RHQ for reference and records.
10. It is to be ensured that jobs are undertaken as per defect list finalised by CGRHQ (NW). Deletions, if any, are to be undertaken **only with prior approval of CGRHQ (NW)**.
11. In case of unsatisfactory progress of routines/offloaded work, Headquarters Coast Guard Region(NW) reserves the right to cancel the same with the Repair yard without assigning any reason thereof and undertake the work through another repair agency, at the refitting yard's cost and risk.
12. If the time taken for refit completion exceeds **more than stipulated period of 10 days** and such delays attributed to the yard, liquidated damages @ 0.5% of the total cost of the underwater routines for every week, will be levied on the yard, subject to maximum 10% of total cost of refit. In case, the delay in completion is not attributable to the yard, the case for wavier of LD with justification is to be forwarded to CGRHQ(NW) for consideration and approval.
13. Vetting of demands of spares in refit by overseeing authority should be discontinued. On receipt of indent concerned COA/ Overseeing authority to ask quotation from the yard. On receipt of quotation and confirmation of non availability of spares with Coast Guard, concerned COA/ Overseeing authority is to issue supply order within 24 hours.

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14. Necessary duty exemption certificates in respect of NA spares procured by the Yard during the routines of the crafts are to be issued by the concerned COA/ Overseeing authority.
15. Service rate Contract is to be implemented in toto.
16. The yard is to offload all subcontractor jobs within 02 days of start of refit.
18. Ships underwater hull will be cleaned after dry docking as per scope of work.
19. Survey of hull and machinery as specified in the defect list.

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**EXTRACT OF POLICY LETTERS GUIDELINES ON SURVEY OF HULL & REPAIRS, PAINT  
SCHEME, SURVEY OF ANCHOR & CABLE, UNDERLAY SCHEME**

AS SPECIFIED IN THE MAINTENANCE SCHEDULE.

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**[Refer to para 3 (b) of RFP]**

**STANDARD CONDITIONS OF CONTRACT FOR  
REFIT/REPAIR OF SHIPS/CRAFT**

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*Attest*

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**Contract No. 3463/4**

**Date : 19**



## **PREAMBLE**

This contract No. 3463/4 is made on this day, the \_\_\_\_\_ day of \_\_\_\_\_ 19 at Gandhinagar, between the president of India represented by **Commander Coast Guard Region (NW), Indian Coast Guard, Ministry of defence, Govt, of India, Sector-11, Gandhinagar**, hereinafter referred to as the **CUSTOMER** (which terms, unless excluded by the context shall, be deemed to include his successor in office) on one part, and **M/s \_\_\_\_\_** **duly represented by \_\_\_\_\_** and incorporated under the laws of **republic of India** having its registered office at \_\_\_\_\_ (which terms unless expressly indicated by the context shall be deemed to include its successors and its assignee), hereinafter referred to as the "contractor" on the part.

And

where as the CUSTOMER agrees to deliver ICs (IC-110, IC-111, IC-112, IC-113, IC-303, IC-304, IC-121, IC-122, IC-125 and IC-126) Interceptor Crafts ( Ex-M/S Bristol Boats and M/S TDPL, Goa) / to the CONTRACTOR for undertaking Annual Under Water routines (Dry Docking and Under Water Routines) on Interceptor Crafts (M/S Bristol Boats and M/S TDPL, Goa) and to take delivery of ICs (IC-110, IC-111, IC-112, IC-113, IC-303, IC-304, IC-121, IC-122, IC-125 and IC-126) from the CONTRACTOR after successful completion of work package.

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:**

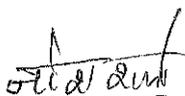
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## ARTICLE 1 - DEFINITIONS AND ABBREVIATIONS

### 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.
- Certificate of Acceptance : The Certificate to be signed jointly by the representatives of the **CONTRACTOR** and the **CUSTOMER** on the Date of Delivery of the Ship as set out in Article 8.1.1 and **Annex 1** of this Contract.
- Contract : Shall mean this Contract including its Preamble, Articles 1 to 27 and Annexes 1 to 6 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, refit/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 1<sup>st</sup> January and ending on **31<sup>st</sup> 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 It is here agreed and declared that the powers and functions of the CONSUMER under this contract shall be exercised by the **Station Technical Officer** of the respective station.
- 2.2 This agreement shall remain in force and effective till the Annual Under Water routines on Interceptor Crafts of Ex-M/S Bristol Boats and M/S TDPL, Goa in the region viz. IC-110, IC-111, IC-112, IC-113, IC-303, IC-304, IC-121, IC-122, IC-125 and IC-126 are undertaken as and when they fall due from the date of signing of the contract. **Work order as per operational requirement will be issued by respective Coast Guard Stations (format of work order placed at Annex-4).** The agreement shall be reviewed and extended thereafter on mutually agreeable terms and conditions for a period not exceeding 03 years i.a.w Article 8.3.1 of DPM 2009, as mutually agreed between by both the parties. No escalation in the charges mentioned in this contract is permitted during the tenure 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 a repair, refit and services contract. The Contractor undertakes to provide effective services in commencing the routines in time and completing the routines in the scheduled time offloaded under this contract in accordance with Schedule of Requirement(SOR) for routines projected by the Customer stipulated on **Annexure II** to this contract and final negotiated price herein after specified in this contract.

### 3.2 Scope of Work.

3.2.1 Annual Under Water routines (Dry docking and under water) on Interceptor Crafts ex-M/S Bristol Boats, Kochi And M/S TDPL, Goa viz. IC-110, IC-111, IC-112, IC-113, IC-303, IC-304, IC-121, IC-122, IC-125 and IC-126 is to be completed in accordance with the terms, conditions and provisions of this Contract, as detailed in the following Articles.

### 3.3 Removal and Refitting of Items

3.3.1 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, panelling, obstructions, 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.

3.3.2 Electrical cables in way of repairs, if required, are to be covered adequately for protection against accidental mechanical / fire damage, by the **CONTRACTOR**. Damages caused during the execution of the work by the **CONTRACTOR** or his sub **CONTRACTORS** are to be made good by the **CONTRACTOR** at his cost.

3.3.3 All pipe lines/fittings which are not required to be taken out of the Ship are to be properly covered / secured to ensure they are not damaged during the course of the refit. Damages caused during the execution of the work by the **CONTRACTOR** or his sub **CONTRACTORS** are to be made good by the **CONTRACTOR** at his cost.

*At 21/2/2017*

**3.4 Change in Scope of Work**

3.4.1 Notwithstanding the scope of work specified in Article 3.2 and 3.3.1, the CUSTOMER shall have the right to modify the Scope of Work during the execution of the Contract. The necessity for repairs/ renewals/replacements other than those presently included in the Scope of Work may arise during the inspection/survey/repair. All such work as also consequential work (re-work) required to be done by the CONTRACTOR along with work arising out of items/drawings supplied by the CUSTOMER shall be treated as scope of work.

3.4.2 Such changes in the scope of work and the cost and time implications thereof shall be mutually agreed upon on priority, in writing, before undertaking such changes in the scope of work. The resultant increase in cost as well as any extension in project duration will be intimated by the contractor and shall be agreed and accepted by the customer through mutual negotiations prior to undertaking such changes in scope of work. Format for promulgating of Change in Scope of work is Placed at **Annex –3** of this Contract.

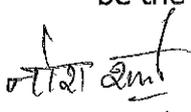
3.4.3 In case promulgation of such change in Scope of work affects the initial scope of work as per Article 3.2 and 3.3 and/ or additional scope of work as per Article 3.4.1, the cost and time implications due to such changes, shall also be taken in to consideration by both the Parties, while promulgating the change in Scope of work in accordance with Article 3.3.

**3.5 Procurement of Material by the CONTRACTOR**

3.5.1 A list of items procured, indicating landed cost which includes cost of materials, freight, insurance, packing/forwarding, taxes, duties, clearing charges, etc. with yard handling charges of ..... (not exceeding 7.5%) will be furnished along with the bill raised by **M/s** \_\_\_\_\_ on the basis of third party invoice.

3.5.2 All material and items procured by the contractor for scope of work, except where specifically indicated that such items are customer supplied, are to conform to the relevant approved and applicable specifications (in accordance with Article 10).

**3.6 Return of Unused Material** All Ferrous scrap arising out of repairs shall be the property of contractor. However, non-ferrous scrap/ equipment shall be the property of the customer.



### 3.7 **Subcontracting**

3.7.1 The **CONTRACTOR** may subcontract any part of scope of work on mutual agreement with the **CUSTOMER**. 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 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.** 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.

## **ARTICLE 4 - CONTRACT PRICE & TERMS OF PAYMENT**

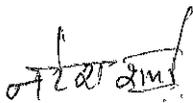
### **4.1 CONTRACT PRICE**

4.1.1 This is a fixed price Contract for completion of Work specified in Article 3.2 and 3.3. The Contract price is ₹ \_\_\_\_\_ (**Rupees \_\_\_\_\_ Only**) for **each boat** for Annual Under Water routines (Dry docking and under water routines) on Interceptor Crafts of ex M/S Bristol Boats and ex M/S TDPL, Goa respectively for each boat. A detailed breakdown of the Contract price, **including taxes and duties** (calculated as per the existing rate) is placed at Annex – 6 of this Contract.

4.1.2 Notwithstanding the provisions contained in Article 4.1.1, the price is subject to revision upon mutual agreement, as and when scope of work is changed as per Article 3.4, ERV, Changes in Tax Rate, etc.

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

Notwithstanding the Contract Price specified in Article 4.1 and as amended vide Article 4.2, the **CUSTOMER** shall pay for any additional/ NA Spares procured by the **CONTRACTOR** for Scope of Work based on mutual agreement. Payment shall be made under this Article on the bill raised by the **CONTRACTOR** on the basis of Third Party invoice accompanied by list of items procured, indicating landed cost which includes cost of materials, freight, insurance together with handling charge of .....[not exceeding 7.5% (Seven point Five Percent)]. The Contract price specified in Article 4.1 and as amended vide Article 4.2, shall further stand amended to include payment towards such additional / NA spares.



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

(a) Repair Yard is to submit all the bills, pertaining to the work, within 30 days of completion of the work to overseeing authority (**DTO DHQ-1/ DTO DHQ-15/STO of ICG stations**) 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 overseeing authority(DTO/STO) for onward dispatch to order placing authority( DHQ-1/DHQ-15/ICGS stations) for budgeting and forwarding to PCDA(N) for payment

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

**Note: -** All final bill payments are to be vetted and cleared by order placing authority.

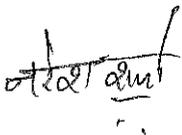
**ARTICLE 5 - TAXES AND DUTIES**

5.1.1 The Contract price indicated in Article 4.1 of this Contract is with NIL 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. 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 - NIL**



## 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.

### Performance Bank Guarantee Format

**From:**

**Bank** \_\_\_\_\_

To,

The President of India

Ministry of Defence,

Government of India

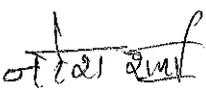
New Delhi

Dear Sir,

Whereas you have entered into a contract No. **3463/4** dated \_\_\_\_\_ **19** (hereinafter referred to as the said Contract) with M/s \_\_\_\_\_, hereinafter referred to as the seller for Annual Under Water routines (Dry docking and under water) on Inter Crafts (M/S Bristol Boats And M/S TDPL, Goa) ICs \_\_\_\_\_ 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 ₹ \_\_\_\_\_** Annual Under Water routines (Dry docking and under water) on Inter Crafts of ex-M/S Bristol Boats and ex-M/S TDPL, Goa respectively amounting to ₹ \_\_\_\_\_ 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.

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 **CONTRACTOR** shall complete his scope of work specified in Article 3.1 and 3.2 in 10 days for each IC (Dry docking and underwater routines) from the date of docking/ refit start. Delivery by the **CONTRACTOR** shall be treated as complete on satisfactory HATs/ SATs and upon signing of Delivery Acceptance Certificate OR completion of Scope of Work and Trials.

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**. Payment thus withheld will be made on completion of such incomplete work, which should in any case be completed within the refit duration. 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.

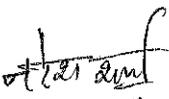
8.2.2 The **CONTRACTOR** shall be paid for completion of work specified in Article 8.1.1 only on satisfactory completion and trials.

## **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% (zero point five percent) of the unfinished/ undelivered/ unfulfilled part of Contract for each week of delay beyond duration of Work specified in Article 8.1, subject to a maximum of 10% (Ten percent) of the Contract Price.

## **ARTICLE 10 - RISK AND EXPENSE**

Risk and expense purchase is undertaken by the purchaser in the event of the supplier failing 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.

## **ARTICLE 11- QUALITY INSPECTION**

### **11.1 Quality Assurance & Quality Control**

11.1.1 In order to assure the quality of repair/ refit and exercise effective control, the work executed by the **CONTRACTOR** will be in accordance with CUSTOMERS inspection schedule as applicable followed by preliminary, stage and final inspection. The repair work will be undertaken as per (**specified Standards**) and quality norms. Ensuring and maintaining quality will be the responsibility of the Contractor.

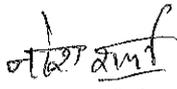
11.1.2 The **CONTRACTOR** shall submit a Quality Assurance (QA) Plan as applicable to the scope of work for approval of the **CUSTOMER**. The approved QA plan will form the basis for inspection and acceptance of work executed by the **CONTRACTOR** under this contract.

### **11.2 Overseeing and Inspection**

11.2.1 Necessary tests and inspections of the contracted job shall be carried out by COA/ or his nominated agency. Concerned ICG stations (**STO, ICG Stations**) will be the contract Operating Authority (COA). 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/ refit 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 refit of the ship/Craft, until the delivery thereof, the **CUSTOMER's** representatives shall be given free and ready access to the **IC** 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 refit of the ship. Notwithstanding any provision in this Article or any other Article in this Contract, the responsibility for the refit as per the scope of work vide 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 refit carried out under this Contract conform to specifications vide SOR.

12.1.2 The **CONTRACTOR** shall give **Six months guarantee** for workmanship and material defects for items repaired / **overhauled** and **Twelve months guarantee for new installations (if any)** under the contract from the Contract Completion Date. The guarantee clause will also be applicable to the items repaired by the OEMs/ PAC/ sub contractor of shipyard. 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 Gas Free & Man Entry Certificates, Fire Sentries, Administrative Support to OEMs, Pumping-out Facilities & Removal of Debris/ Waste Material shall be as per Annexure 4 of SOR.



## **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

## **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.

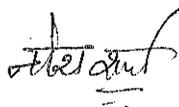
15.2 The **CONTRACTOR** shall also ensure secrecy of design, construction, equipment and documentation and shall carry out all or any instructions given by the **CUSTOMER** in this respect. Should the **CUSTOMER** desire to check up the security measures which have been provided, or will be adopted to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

## **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 refit due to causes not attributable to Force Majeure for more than 01 (One) months after the contractual refit completion date.

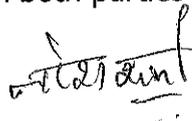
17.1.2 The **CONTRACTOR** is declared bankrupt or becomes insolvent.

17.1.3 If the **CONTRACTOR** fails to complete the refit 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.

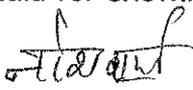
19.6 Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.

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 offence 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**.

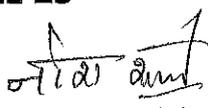
**ARTICLE 21 - AGENTS / AGENCY COMMISSION**

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.

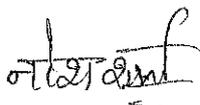
26.3 This Contract constitutes the entire agreement between the CUSTOMER and the CONTRACTOR

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 \_\_\_\_\_<sup>th</sup> day of the month of \_\_\_\_\_ in the Year **Two Thousand and Nineteen**, 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 annexures 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**

REPRESENTATIVE OF CONTRACTOR

REPRESENTATIVE OF CUSTOMER

Dated \_\_\_\_\_ 2019

Dated \_\_\_\_\_ 2019

In the presence of

In the presence of

1. \_\_\_\_\_

1. \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Designation \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

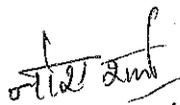
Designation \_\_\_\_\_

Designation \_\_\_\_\_

**Distribution:**

CSO (TECH)/ CGRHQ (NW)  
PCDA (Navy)  
CGDHQ-1  
CGDHQ-15  
ICGS Vadinar  
ICGS Mundra  
ICGS Jakhau  
ICGS Veraval  
IFA, CGRHQ(NW)

(One Ink Signed Copy)  
(One Ink Signed Copy)  
(One Copy)  
(One Copy)  
(One Copy)  
(One Copy)  
(One Copy)  
(One Copy)  
(One Copy)  
(One Copy)



**ANNEX- 1**

**FORMAT OF CERTIFICATE OF ACCEPTANCE**

**CERTIFICATE OF ACCEPTANCE**

1. CERTIFIED THAT THE **M/S** \_\_\_\_\_ HAVE COMPLETED THE **YEARLY UNDERWATER ROUTINES OF IC** \_\_\_\_\_ 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 and date: 07/2/21*

**ANNEX- 2**

**SCOPE OF WORK (Defect List)**

**ANNUAL UNDER WATER WORK PACKAGE FOR ICs OF M/s BRISTOL & M/s TDPL  
ROUTINES ON EX-M/s BRISTOL ICs EACH BOAT**

Reproduce the Text of SOR finalised and accepted during CNC  
(will be included in the document on approval of draft contract)

अनुसूची

**ANNEX- 3**

**FORMAT OF PROMULGATION CHANGE IN SCOPE OF WORK**

SL NO	DL NO	MDL NO	DESCRIPTION OF DEFECT	COA REMARKS	REMARKS

*Ates am*

**ANNEX- 4**

**WORK ORDER**

Reply should be addressed to  
The Commander / Commanding Officer

RHQ(NW)/DHQ-1, Porbandar/  
DHQ-15, Okha /ICGS Jakhau/  
ICGS Vadinar/ICGS Mundra/  
ICGS Veraval

WO. NO:

Date:

\_\_\_\_\_  
\_\_\_\_\_

**WORK ORDER**

Dear Sir / Madam

1. Kindly refer to CGRHQ(NW) Contract No. 3463/4 dated \_\_\_\_\_ 19.
2. You are requested to undertake the annual underwater routines of IC-\_\_\_\_\_ at a total cost of ₹. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), inclusive of GST/taxes as per the contract and performance bank guarantee (PBG) equivalent to ₹. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for underwater work package be submitted before commencement of said routines. The PBG should be valid up to **60 days beyond the completion date of guarantee and to be submitted to respective Coast Guard Stations.**
3. The work order and supply order for additional work requisition form (AWRF) being growth of work and supply of NA spares would be issued as required by COA as per annexure -3 of the contract.
4. The Bank details of the firm are as follows:-

(a)	Name of beneficiary	
(b)	Complete postal address	
(c)	Telephone numbers	
(d)	E-mail ID (optional)	
(e)	Name of the bank of Beneficiary	
(f)	Branch name	
(g)	Branch address	
(h)	Nature/type of account	
(j)	Bank account number of beneficiary	
(k)	MICR Code	
(l)	RTGS/ IFSC Code	
(m)	SWIFT CODE	
(n)	PAN No.	

( )

Asst / Dy / Commandant  
DTO/STO

*Handwritten signature*

**ANNEX- 5**

**FORMAT OF CERTIFICATE OF COMPLETION OF DEFECT**

**WORK COMPLETION CERTIFICATE**

CERTIFICATE No. ... / CC / DT

Date of commencement of job \_\_\_\_\_

Date of completion of Job \_\_\_\_\_

The under mentioned stage/activity/Defect Serial as per the payment terms have been Completed

**DESCRIPTION OF ACIVITY/STAGE/ DEFECT LIST SERIAL:**

	Firm/Shipyard Rep	Ship's Rep	COA Rep
SIGNATURE			
NAME DESIGNATION / RANK DEPT./ ORGANISATION			

*Handwritten signature*

**ANNEX- 6**

**DETAILED BREAKDOWN OF CONTRACT PRICE FOR ANNUAL UNDER WATER ROUTINES  
FOR EACH IC**

<b>Sl</b>	<b>Description of Work/ Service Tax</b>	<b>Cost Quoted by firm</b>
1.	General Services (Yard Services)	
2.	Repair cost of total work package (Hull, Engineering and Electrical)	
3.	Basic Refit Cost (sl 1+2)	
4.	GST @18% (a) CGST @ 9% (b) SGST @ 9%	
5.	Contract Basic Cost of Refit ( sl 3 + 4)	
6.	Cost of NA Spares (20% of Contract basic cost), including taxes and handling charges	
7.	Growth of work (AWRF) (15 % of Contract basic cost), for repair and services including taxes/ duties. Payment on this account, including taxes to be paid on actual basis based on certification by COA.	
<b>8.</b>	<b>Total Refit Cost per IC (5+6+7) including GST</b>	

9. The total financial implication for offloading the underwater routines of each Interceptor Craft (IC-121, IC-122, IC-125, IC-126, IC-303 & IC-304) for the FY 2019-20 including GST, AWRF and NA Spares (5+6+7) is ₹ \_\_\_\_\_(Rupees \_\_\_\_\_).

*Handwritten signature/initials*

**[Refer to para 3 (c) of RFP]**

**FORMAT/GUIDELINES FOR PREPARATION OF TECHNICAL BID**

1. Name of the Ship : Interceptor Crafts
2. Type of Refit : Yearly underwater routines
3. Duration of Refit : 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 acceptance of the entire scope of work **(or)** Indicate acceptance of the entire scope of work except \_\_\_\_\_. (Indicate specific jobs not being undertaken as a Deviation List). **Yes/No**

(b) Indicate acceptance of the QAP/QIS indicated in SOR **(or)** Indicate acceptance of the QAP/QIS indicated in SOR \_\_\_\_\_. (Indicate specific provisions not being undertaken as a Deviation List) **(or)** Forward a QAP/QIS for consideration of Technical Evaluation Committee. **Yes/No**

(c) Indicate anticipatory list of spares, if applicable, required for undertaking the scope of work specified in SOR. Budgetary Estimate of all such spares is to be indicated in the Commercial Bid if such a list of Anticipatory Spares is forwarded along with the Technical Bid. **Yes/No**

(d) Indicate whether Earnest Money Deposit as per para 11 of the RFP has been attached. **Yes/No**

(e) Indicate acceptance of Payment terms as indicated in para 14 of the RFP. **Yes/No**

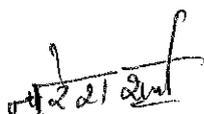
(f) Indicate acceptance of Standard Conditions of Contract (SCOC) and other terms and conditions given in the RFP. **Yes/No**

6. It is further stated that the work package for Yearly underwater routines as per main defect list [placed at Annexure-II to Enclosure-I] 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. Do not write any financial implication in technical bids.



**[Refer to para 3 (d) of RFP]**

**FORMAT OF COMMERCIAL BID FOR ANNUAL UNDERWATER ROUTINES OF  
INTERCEPTOR CRAFTS (IC-121, IC-122, IC-125, IC-126, IC-303, IC-304, IC-110,  
IC-111, IC-112 & IC-113)**

1. Name of the ship : Interceptor crafts (M/s Bristol Boats, Kochi & M/s TDPL, Goa)
2. Type of Refit : Annual Service Rate Contract for FY 2019-20 for yearly under water routines of Interceptor Crafts (M/S TDPL, Goa & M/S Bristol Boats, Kochi)
3. Duration of Refit : 10 days
4. Validity : 180 days
5. Our offer for annual service rate contract for **each IC** as per the RFP is as below:

- (a) Annual u/w routines per IC -
- (b) Yard Services per IC -
- (c) **GST/Taxes** -

**TOTAL** (In figures) (per IC)-

(In Words) (per IC) -

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 for 180 days from the date of opening of Technical Bid.

