

REQUEST FOR PROPOSAL (RFP)/ TENDER ENQUIRY

SPEED POST/ E-Mail

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: 3491/1

19 Oct 20

**INVITATION OF QUOTATIONS FOR
SHORT REFIT (SR-2) OF ICGS ARUSH**

Dear Sir/ Madam,

1. Quotations in the sealed covers from PSUs and ICG Registered firms/ refit yards are invited for SR-2 of ICGS Arush, to be undertaken **at Gujarat/Maharashtra/Goa Coast of India only** as per the work package listed in enclosed "schedule of requirement (SOR)". The scheduled duration of the refit will be **90 calendar days**.

2. General Information about the tender:-

- (a) Tender Reference No. : **3491/1 dated 19 Oct 20.**
(b) Last date and time for receipt of tenders : **10 Nov 20 at 1100 hrs**
(c) Time and date for opening of tenders : **10 Nov 20 at 1130 hrs**
(d) Place of submission of bids and place of opening of tenders:

**Headquarters
Coast Guard Region (NW)
Block No 11 & 12, 7th Floor
Sector-11, Udyog Bhavan
Gandhinagar-382 010**

(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**


Dr Cornet K.R. Kadam

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

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

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

Note : Bid validity period may be increased / decreased on a case to case basis with the approval of Competent Financial Authority (CFA).

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 No 3491/1 dated 10/04/20"** and **"Commercial Bid for RFP 3491/1 dated 10/04/20"**. 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 TIN No., GST No., Bank Address with EFT account No. with the complete postal and e-mail address.** 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 REPAIR/REFIT"** located at **Guard Room/ Reception**, or to be sent by registered post so as to reach this office by **1100 Hrs on 10 Nov 20**. 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 CGRHQ(NW). **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 or received by registered post 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 out rightly.**

9. **In case your firm is not willing to quote due to any reasons, your regret should be forwarded 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 required to submit Earnest Money Deposit (EMD) for amount of ₹8,50,000/- 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 Form 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.

12. **Evaluation Criteria.**

(a) **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/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 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.**

(b) **Finalizing of L-1 Firm.** The L-1 firm will be decided by CNC based on cost of refit and services but exclusive of applicable taxes and duties (including exemptions sought/granted and Octroi/Entry Tax).



13. **Payment Terms.** The Payment Terms for the Contract price for each stage as mentioned below shall be payable as derivative of the cost of refit work package.

Stage No.	Activity Definition	Stage Payment
I	On signing of contract against advance bank guarantee valid till completion of the refit which however, can be returned in original on docking of the vessel.	10%
II	On dry docking (a) If Stage I claimed	10%
	(b) If Stage I not claimed	20%
III	On completion of I st version of undocking and completion of all underwater work as per main work package including steel renewal, except area under keel blocks which shall be undertaken during II version docking.	10%
IV	On completion of II nd version of undocking. (a) If Stage III claimed	10%
	(b) If Stage III not claimed	20%
V	On satisfactory completion of harbor trials of major machinery/equipment.	20%
VI	On satisfactory completion of refit and departure of the ship from the shipyard.	15%
VII	Within 60 days of satisfactory completion of Refit.	15% plus balance cost of NA spares & AWRF and minus the cost of deleted jobs and incomplete work.
VIII	Along with Stage VII payment against PBG* of equal amount valid for 60 days after completion of guarantee period OR on completion of all guarantee liabilities.	10%

*Separate BG not required if PBG covers 60 days beyond the guarantee period.

Notes:-

- (a) All stage and final bill payments are to be vetted and cleared by COA.
- (b) Advance on signing of contract of up to 10% of cost of spares, against Bank Guarantee (valid for a period of 60 days beyond refit completion) may be permitted. The remaining payment for spares would be made along with the stage payments during refit duration, on submission of proof of purchase order, material receipt and inward inspection. Handling charges, if any, are to be restricted to a maximum of 7.5%.
- (c) Payment on account of GST may be paid with the same/ next stage payment on production of document or certificate or undertaking from refit yard w.r.t payment of GST to GoI.

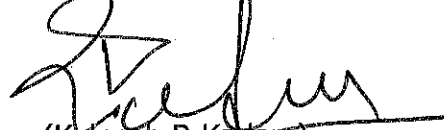
14. **Standard Conditions of Contract (SCOC).** Firm shall be required to accept the SCOC. Additionally standard clauses regarding agents / agency commission, penalty for use of undue influence, access to books of accounts, arbitration and laws would be incorporated in the contract. A Contract will be signed between the **CSO (Tech)/ CGRHQ (NW)]** and the **refitting shipyard/firm** incorporating the SCOC at Enclosure II of this RFP, which will form an integral part of the Contract.
15. **Request for Information Conference (RFIC).** All clarifications with respect to the work package have been resolved in the RFIC held on 25 Aug 20 through video conferencing (**minutes enclosed**) prior issue of this RFP for submission of bids. **There is no change in the existing procedure followed for the spares management during refit. The spares identified during RFIC will be either supplied by Coast Guard or be procured by the refitting yard against NAC from the ship restricting the total procurement to 20 % of basic refit cost.** The Schedule of Requirement (SOR) (Enclosure I) and SCOC (Enclosure II) should be carefully considered while preparing the bids. No revision of Commercial Bid would be permitted after opening of the Technical Bid.
16. While undertaking any job onboard whilst the ship is afloat, the watertight integrity of the ship is to be ensured by the refitting yard/ firm by blanking any opening/ valves/ pipes having potential to affect the ship's water tight integrity including inter compartmental watertight integrity.
17. In the event that shipyard/ refit yard do not have its own infrastructure including workshop facility at the place of refit, it should have a "Memorandum of Understanding" (MoU) with a local firm which owns at least a workshop facility befitting the refit of a ship. The shipyard/ refit yard should be a licensee or have a MoU/ agreement with a Port/ PSU/ private refit yard (ICG registered) in whose dock the ship is going to be docked as part of refit. The proof for both the facilities (workshop and dock) is to be attached alongwith the technical bid so as to ascertain the technical qualification of the yard. The refit including docking of the ship shall be undertaken at one location.
18. **Commercial Bid.** The Commercial bid is to be submitted strictly in accordance with **Enclosure - V** to this RFP. **Item wise quote for each defect serial of the entire work package (Hull, Engineering, Electrical) is also to be submitted separately along with the commercial bid.** 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. **Conditions under which this RFP is issued.** 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.



20. Please acknowledge receipt.

Thanking you,

Yours faithfully



(Kalpesh R Kadam)

Dy Commandant

RTO (Refit)

for Commander

Coast Guard Region (NW)

Enclosures: - As above (by E-mail)

Copy to:

The Commander

{for (DTO)}

Coast Guard Headquarters No. 1 (Gujarat)

Post Box No. 25, Porbandar, Gujarat-360 575

The Commanding Officer

ICGS Arush

C/o Coast Guard Headquarters No. 1 (Gujarat)

Post Box No. 25, Porbandar, Gujarat-360 575

**Enclosure I of CGRHQ (NW) letter
3491/1 dated 19 Oct 20**

[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**):- RFIC minutes alongwith Complete defect list (Main Defect list & SDL for Hull, Engineering and Electrical) and clarifications to yard queries is enclosed. The same includes break up of individual jobs to be completed including survey dismantling and inspection, routines and repair to be carried out, consequent repair, trial and **comprehensive list of services** required such as dry docking, berthing, jetty services (electricity, accommodation phone, fresh water, fire main), crane 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).

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



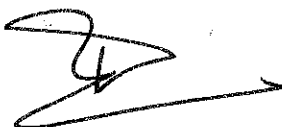
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Annexure- 1 to Enclosure I of RFP**PARTICULARS OF VESSEL: ICGS ARUSH**

1.	Name of the Vessel	:	ICGS Arush Based at Porbandar
2.	Built by	:	M/s CSL, Kochi
3.	Date of Commissioning	:	26 MAY 2016
4.	Overall Length	:	50.0 M
5.	Breadth Max	:	7.6 M
6.	Draught (Design)	:	Mean=1.65 M
	Forward	:	1.63 M
	Aft	:	1.67 M
	Mean	:	1.65 M
7.	Speed (Max)	:	35 Knots
8.	Displacement	:	297.80 Tons
9.	Propulsion	:	Water Jet Make: Rolls Royce KAMEWA MODEL:71S IIINP
10.	Main Engines	:	MTU 16V 4000 M90
11.	Diesel Alternators	:	M/s KOEL 6SL 90 88

Annexure-2 to Enclosure-I of RFP**QUANTIFIED WORK PACKAGE**

1. **COMPREHENSIVE SCOPE OF WORK:** The entire work package for the Short Refit (SR-2) of ICGS Arush including all technical queries pertaining to the Refit of the ship were discussed and clarified during **RFIC held at CGRHQ(NW), Gandhinagar on 25 Aug 20 through video conferencing [copy of RFIC Minutes along with Complete Defect list and clarifications to yard queries enclosed]**. In addition, the work package would also include additional jobs (AWRFs) and NA spares, if any, during the duration of refit. The following are included in refit scope of work:
 - (a) All sub-contractors for undertaking repairs on equipment & Machinery to be approved by **CG Overseeing authority/ COA.**
 - (b) Refitting Yard is to ensure that all welding jobs are undertaken by qualified welder duly certified by LRA/ IRS / ABS / MMD for HT steel, MS, SS, Aluminum(Al) during the Refit. The qualified welders should be available prior commencement of refit.
 - (c) 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.
 - (d) Ship's hull/structure, all welded joints which are accessible and visible are to be checked and survey to be carried out as per ABS/LRA/IRS recommendation.
 - (e) All in way jobs whether specified or not in RFIC remarks are to be undertaken by yard within the quoted price.
 - (f) Yard to place order of yard supply items within 05 days from the date of pre refit trials and forward a copy of supply order to CG refitting authority.
 - (g) Works to be carried out as per the directives of CG Overseeing authority based on the approved defect list/ work package.
 - (h) Any hold up in timely completion of refit is to be intimated to RHQ/AA prior to scheduled completion of refit and in addition weekly progress report of refit is to be forwarded to CG overseeing authority.
 - (j) Calibration/test certification would be carried out by yard through authorised agencies and calibration/test certificates issued for calibration of gauges.
2. **UTG Report.** After the docking, yard to undertake ultrasonic gauging and report to be plotted on shell expansion drawing. Photographs of underwater fittings to be forwarded to CGRHQ/Overseeing Authority and ship for records. Ultrasonic surveys (UTG points as per RFIC remarks on defect list) wherever applicable should be carried out immediately on commencement of refit/Docking (for underwater hull) and report is to be rendered to the Overseeing Authority with recommendations at the earliest to enable assessment of work package. The report of underwater scanning (if applicable) is to be prepared and report /recommendation on same is to be submitted in shortest possible time to finalise areas requiring steel renewal. Scanning is to be undertaken through class approved agency.
3. **Spares Management.**
 - (a) The list of exact requirement of spares for routines/defect rectification to be rendered to CGRPS/Ship by the yard within 02 days from the date of opening of equipment/machinery.



(b) The spares required for any equipment will be procured by the refitting yard from the authorised dealer against NACs. The spares for equipment for which authorised agencies are not available would be procured on competitive basis on approval of CGRPS/overseeing authority. The spares procured through the refitting yard shipyard against NACs would be reimbursed at actuals plus overheads as per DPM in vogue. Taxes, duties etc. will be paid on production of documents. Procurement of spares through refitting yard will be authorised by CGRPS/Overseeing authority after ascertaining availability of sanction. The detailed procedure for procurement of spares against NAC from refit account is to be undertaken as per policy in vogue.

(c) Unless, otherwise specified in defect List/Request For Information Conference minutes, spares for refit will be CG supply.

4. **Trials.**

(a) The refitting Yard to conduct pre-refit trials along with reps of nominated OEM/PAC firms before taking over the ship for refit. Yard is also to conduct sea trials post successful completion of Harbour/Basin Trials.

(b) DA's load trials are to be carried out on completion of major routines on engines and alternators with load tank. All DA's are to be proved on parallel operation also. However, no load tank trial is to be conducted, if no major repair/routines have been carried out.

(c) The refitting yard is to provide Test and trials reports as per format. Ship is to hand over copy of format for test and trial reports.

(d) On completion of refit, the refitting yard is to conduct Harbour/Basin Trials for all machinery and defects, if any, are to be liquidated prior to Sea Trials.

5. **Supply of Materials by Yard.** Following materials are considered as yard supply materials and the cost of the same would be deemed to have been included in the quotation for the respective defect list serials: -

- (a) Lagging material for renewal of laggings.
- (b) Joints for pipes & manhole covers.
- (c) Rubber Coaming for doors and hatches (EPDM rubber and neoprene rubber for external and internal WT doors and hatches respectively).
- (d) Nuts, Bolts, Washers and fasteners wherever required (Material as per original fit).
- (e) Material for all wood repair jobs.
- (f) Pipes, flanges and fittings for pipe renewal jobs.
- (g) Bearings for pumps and motors (except for pumps fitted on Main Engines and Gear Boxes).
- (h) Gland packing including rudder gland packing & stabilizer gland packing.
- (j) Material for furniture repair jobs (wooden as well as metal).
- (k) Sacrificial anodes except for water jet system wherever renewal envisaged.
- (l) Manufacture of shaft key during overhauling of pumps if required.
- (m) Steel for Steel renewal jobs along with class certificate.
- (n) Material for cleaning electrical contacts, electrical equipment and their accessories, which are to be overhauled.
- (p) Tiles, underlay, chock fast, araldite, putties, etc.

- (q) Industrial gases for testing/trials of systems, like Nitrogen for A/C /Ref plant pressure testing. Quality of Freon gas supplied by the refit firm be ensured for its purity and shall be invariably inspected either by DQA(Navy) or to be accompanied with manufacturers test report and sealing in cylinder.
- (r) Electrical items like Switch, plugs, cable as defined in respective DL, pin, fuse, terminal box, contacts, washers, nuts, split pins, wood polish, putties (Devcon), teflon tape, seal tight, hold tight latches, blanks and flanges etc.
- (s) Spares for batteries, water cooler, refrigerator, deep freezer, Photocopier machine (except drum), washing machine, air horn, motor horn, mixer, iron box, TV, VCR/DVD , domestic fan, etc.
- (t) All materials as indicated in remarks against individual defect serials.


6. **Association of Surveyor.** ABS/IRS/LRA surveyor is to be associated, wherever applicable, for survey of hull / all steel renewal, shafting, Main Engines, Gear boxes and other shaft sub assembly jobs as listed below. Yard's quotation is to include surveyor's fees also.

- (a) Survey of hull externally including decks, side shell and bottom.
- (b) Complete survey of hull internally including tanks, cofferdams, longitudinal/ transverse frames, other structural members, void spaces, bilge spaces, watertight/non-watertight bulkhead.
- (c) Review of hull gauging.
- (d) Witnessing of air/hydro tests of all fresh water, ballast, fuel oil and lube oil tanks.
- (e) Examination of water jet inlet ducts, shaft protection tubes and transom flanges etc.
- (f) Ranging and examination of Anchor and Chain cables.
- (g) Examination of chain locker, hawse pipes, chain stoppers with testing of pumping arrangement of chain locker.
- (h) Examination of watertight doors and hatches for watertight integrity.
- (j) Examination of all openings in shell including overboard discharges, underwater valve openings etc., dry space, cofferdams, tanks, plating and framing, bilging, draining, sounding, venting and pumping.
- (k) Load testing of all lifting appliances and deck machinery for running and static load.
- (l) Only class approved and ASNT qualified USG surveyors are to be employed by yard and the same to be verified by CG Overseeing authority.

7. **Dry Docking.** Dry docking of the ship to be done in both versions or as per latest approved version of docking plan within the final amount agreed during the CNC. The ship should generally be docked within four weeks of commencement of refit and under water hull survey and growth of underwater work package if any, be finalised. The entire underwater hull including areas covered by keel blocks are to be painted as per the approved paint scheme indicated in main defect list.

8. **Paints.**

- (a) The refitting yard is to include supply of paints as per the scope of work and Request For Information Conference (RFIC) minutes. Representative of paint manufacturer to be involved for the supervision during surface preparation and painting. The refitting yard to obtain back to back performance guarantee of 60 months from paint manufacturer and stand guarantee against failure. The failure is



defined as appearance of visible macroscopic fouling or detachment of whole or part of film, amounting to 10% (ten percent) or more of the total surface area, within 36 months, from the date of final application of paint provided:-

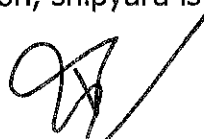
- (i) Percentage of visible macroscopic fouling be established through Data plan (provided by paint manufacturer rep at site, in consultation with repair yard and CGRPS/ CG nominated rep).
 - (ii) Performance guarantee shall exclude failure of paint due to external cause like bacterial attack, mechanical damage, welding, heating, fairing or cleaning during guarantee period (in service).
 - (iii) Fitted ICCP (Impressed Current Cathodic Protection) system or equivalent is working satisfactorily during guarantee period.
- (b) The paints are to be procured only from ICG authorised paint manufacturers/ suppliers. To maintain uniformity, complete quantities of paints should be procured from one of these firms only. Existing paint scheme is of M/s Sigma Coating (PPG Asian Paints) SPC paint scheme.
- (c) The guarantee towards painted surface is as follows:-
- (i) The paints is to be procured from manufacturer who will agree to give guarantee towards painted surface in consonance with the "**Product Performance Guarantee**" (PPG) placed at Annexure-II of RFIC minutes. No deviation from PPG placed at **Annexure-II** of RFIC minutes will be accepted.
 - (ii) The refitting yard will also have to ensure that a confirmatory certificate from the site supervisor of the paint manufacturer is obtained and submit the same with second stage bill. In case of any objection recorded by the supervisor at site, the overseeing authority's decision would be final which shall be recorded on the confirmatory certificate.

***Note.** Paint failure to be defined as visible microbiological growth (i.e. fouling, barnacles weeds etc.) visible corrosion marks, peeling and blistering of paint on underwater surface.

(d) Touch Up Paint Scheme. The refit yard to cater for surface preparation of 30 % area and application of all inner coats of paint in the 30 % area followed by application of one final coat on the entire area.

9. **Terms and Conditions.** In addition to above, following additional terms and conditions are to be accepted by all the refitting yards:-

- (a) All defects/jobs marked in the defect list as DO and as agreed whether quoted or not are to be undertaken by the shipyard under this contract within cost agreed during the CNC.
- (b) The shipyard does not have privilege of offloading the 'Complete Refit Work Package' to a third party. In addition, shipyard is to furnish details of work load of refit



of Coast Guard Ships during scheduled period of refit of ICGS Arush and the same should not exceed the capacity indicated in the Registration Certificate issued by Coast Guard Headquarters.

(c) If refitting yard fails to settle all payments of CG nominated PAC firms pertaining to this refit within 45 days of refit completion, CG holds the right to settle the payment directly to PAC firm from the refit sanction against work completion certificate authenticated by CG rep.

(d) Shipyard is to permit the vendors registered with Coast Guard authorities for carrying out jobs against work order issued by RHQ/ DHQ/ Ship under DFP.

10. **Guarantee.**

(a) 10% of the refit cost will be withheld for eight months from date of completion of refit for liquidating guarantee defects or **yards shall provide Eight months bank guarantee from the date of completion of refit.** Guarantee defects will be liquidated as follows:

(i) The yard would send their rep to ship's base port i.e. Porbandar 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% of **SR-2** cost.

(b) Yard undertaking the refit will provide guarantee for **six months** for workmanship and material supplied from the refit completion date.

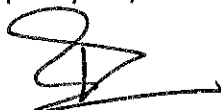
11. **Growth of work.**

(a) Growth of work to the extent of 15% cost of SR-2 is expected during the refit. No Additional time would be admissible for undertaking the same.

(b) If the complete refit duration including AWRFs extends beyond four weeks for reasons as a whole attributable to shipyard, Coast Guard will not be liable to pay any additional charges, including services like berthing, shore supply, fresh water, fire main supply etc.

(c) Growth of work within the sanctioned amount will be authorised by refitting authority after taking clearance from CGRHQ. However approval for work which is likely to exceed sanction will be undertaken by the yard only on prior approval from CGRHQ.

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. **Yard Services.** The yard is to include following services required to be provided to the Ship for the duration of refit against yard services. No additional service charges to be levied for the jobs undertaken by ICG under DFPR. The item wise quote submitted by the L-1 yard after CNC should separately include charges for each of the below mentioned yard services:-

- (a) Fire main supply of 04 bar pressure at the rate 40 TPH to be supplied to ship invariably for full duration of refit. Refitting yard is to provide 02 qualified fire sentry each, wherever hot work is in progress. SS is also to provide their own fire sentry as required. If yard do not have facility for round the clock fire main pressure, yard to make arrangement for fire tender to be stand-by all the times.
- (b) Garbage clearances and disposal facility to be provided for the entire duration of refit.
- (c) Shore supply power connection (415V, 50 Hz, 3 Phase) for consumption power up to **500 units per day** and connecting / disconnecting cable as and when required with feeder breaker capacity of not less than 150KW. Payment will be made on pro rata basis as per actual power consumption. Ships staff to maintain a logbook for actual power consumption. Shore supply 415V, 50 Hz, 3 Phase to be provided for the duration of refit with provision of KWH meter for measurement of electricity units.
- (d) Crane facility (Cap- 10T) is to be provided as and when required. Yard to cater for **70 hours** operation during the entire refit period. However, payment will be made at actuals. Ship staff to maintain a record/logbook on this aspect.
- (e) Supply of fresh water to be catered for **06 tons per day including 250 ltrs** of drinking water per day. However, payment will be made at actuals and SS to keep record of water received during refit.
- (f) All OEM/PAC and refitting firms 'Hull', 'Engineering' and 'Electrical' reps are to embark ship for pre and post refit trials sailing till satisfactory performance/ acceptance of the machinery by the ship.
- (g) Preparation of keel blocks and certificate of suitability is to be issued by the refitting firm. Keel blocks are to be offered to overseeing authority for inspection, prior docking of the ship.
- (h) Keel blocks are to be arranged as per latest approved docking plan, and ship is to be dry-docked in both versions.
- (i) Tug for docking, undocking, berthing and un-berthing are to be provided as and when required from pre- routine trials till refit completion.



- (k) Pilot is to be provided while entering and leaving dock and harbour.
- (l) Shipyard is to provide 02 nos mobile phones with unlimited calling in India and one unlimited data connection for voice communication and E-mail respectively during entire refit duration. Yard's office fax facility will be used for fax in/out by the ship/overseeing team.
- (m) Refitting yard to extend fax/ e-mail facility to COA/ Refit Overseeing Team and SS as and when required basis.
- (n) The refitting yard is to provide transport for refit duration as follows for 100 Km/day or 12 hrs/day which ever is exhausted earlier (The transport usage commences and terminates at the gangway):-
- (i) Two mini buses (12-14 seater) for ship
 - (ii) One car for ship.
 - (iii) One car for COA/CGRPS.
 - (iv) One mini truck to be provided twice a week or as and when required for store collection to the nearest railway station etc.
- (p) Provide temporary lights to ensure illumination at appropriate level.
- (q) Compressed air supply as and when required.
- (r) Berthing and un-berthing at wet basin including basin hire charges are to be catered for.
- (s) A/C system is to be kept operational for maximum duration of the refit and alternate seawater cooling lines are to be provided whenever feasible to keep system operational.
- (t) Proper alongside berthing facility (not alongside pontoon/ floating dock, etc.) and yard services for ship are to be provided for the entire period of refit. The refitting firm is to ensure that there is no unnecessary shifting of ship during the ship's refit. In event of berthing and yard services provided by ICG, the cost of the same would be deducted at actuals.
- (u) Appropriate refit office with necessary furniture, A/c and locking facility for COA and crew separately, size 15x15 ft each.
- (v) Adequate storage space to be provided to IBs during major hull repair work. Approx store room size 15 X 15 ft.
- (w) Shore galley facilities including gas burners, gas cylinder, dinning arrangement, one no. water purifier with cooler, garbage disposal facility near galley, storage space for dry and fresh ration, utensil washing, vessel provision storage, dining area and fridge. Cost of cooking gas to be provided when the ship's galley become non-operational.



(x) At the time of de-ratting/ de-cockroaching, alternate necessary arrangement for the galley should be provided by the refitting firm.

(y) The refitting firm to arrange Gas free Certificate for all Fuel/ Lube oil tanks prior commencing hot work. For this purpose provision of blowers with hoses and visit of Inspector of Explosive are to be catered for.

(z) The ship is to carry out de-fueling prior coming in dry-dock. The refitting firm is to provide suitable containers/space for storing residual fuel. The Ship to collect fuel prior departing from the yard.

(aa) Sufficient ventilation to be provided when ship's AC becomes non-ops.

(ab) Yard to provide facilities for DP testing/load testing of Capstan/ towing hook/ Davits etc.

(ac) Yard to provide staging /scaffolding for jobs on ship's sides / water-jets in the dry dock.

14. **Provision of Accommodation during Refit**

(a) The refitting firm is to provide accommodation to Ship's crew when the ship becomes uninhabitable. The accommodation is to be provided within a reasonable distance (less than 10 Kms) from the ship in consultation with CGRPT/RHQ. The ship will be considered uninhabitable under any of the following conditions in consultation with CGRPS/COA who will decide upon ship becoming uninhabitable and habitable:-

- (i) Non availability of toilet and bathrooms.
- (ii) Non availability of galley.
- (iii) Non availability of A/C and ventilation.
- (iv) If more than 50 % of living spaces are disturbed due to degutting-regutting.

(b) During the uninhabitable period, accommodation is to be provided for following crew as per the scale of accommodation indicated below:-

(i) Officer. A/C cabin accommodation for 05 officer with following amenities:-

- (aa) One single occupancy room with A/C.
- (ab) 02 double occupancy rooms with A/C.
- (ac) Attached toilet with bathroom.
- (ad) Basic room curtain, table, chairs and TV.
- (ae) Basic linen viz. mattress, bed sheets, pillow, pillow covers, blankets.
- (af) Dinning space and cooking area.
- (ag) One single occupancy room with A/C for isolation purpose in view of COVID-19

(ii) Subordinate Officer. Cabin accommodation for 10 SOs with following facilities:

- (aa) 05 nos. double bedrooms with A/C.
- (ab) Attached toilet & bathroom.
- (ac) Basic room table, chairs, curtain and TV.
- (ad) Basic linen viz. mattress, bed sheets, pillow, pillow covers, blankets.
- (ae) Common dining space with TV.
- (af) One single occupancy room with A/C for isolation purpose in view of COVID-19

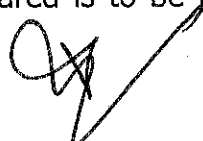
(iii) Enrolled Personnel. Dormitory type accommodation with curtains for 22 Enrolled Personnel to be provided. The scale of accommodation is as follows: -

- (aa) 22 in nos. single bed/cots. Rooms to have Air cooler circulator.
- (ab) Each single bed/cot to be provided with mattress, bed sheet, pillow cover.
- (ac) Six W/C and Six bathrooms.
- (ad) Dormitory room to have basic upholstery like teapoy, TV, curtains and easy chairs and wardrobe for keeping uniforms and day to days items.
- (ae) Dinning space and Cooking area.
- (af) Basic linen viz. mattress, bed sheets, pillow, pillow covers, blankets to be provided.
- (ag) One room with 03 beds for isolation purpose in view of COVID-19.



Annexure-3 to Enclosure-I of RFP**QUALITY INSPECTION SCHEDULES/ QAP**

1. Certain guidelines have been drawn in the succeeding paragraphs for compliance and for successful completion of the **Short Refit (SR-2)** within sanctioned amount.
2. Yard declared L1 on opening the commercial bid will be required to maintain and achieve following date lines :-
 - (a) Firm and final item wise / defect list wise quote duly vetted by COA is to be submitted within **15 days of CNC**.
 - (b) The refit of the ship is to start **within one month of the signing of contract** or as mutually agreed between the yard and ICG if the ship is not available within the said period. Non commencement of refit on time may entail activation of LD clause.
3. The Short Refit (SR-2) of ICGS Arush is to be undertaken at Gujarat/ Maharashtra/Goa only. In the event that shipyard/ refit yard do not have its own infrastructure including workshop facility at the place of refit, it should have a "Memorandum of Understanding" (MoU) with a local firm which owns at least a workshop facility befitting the refit of a ship. The shipyard/ refit yard should be a licensee or have a MoU/ agreement with a Port/ PSU/ private refit yard (ICG registered) in whose dock the ship is going to be docked as part of refit. The proof for both the facilities (workshop and dock) is to be attached alongwith the technical bid so as to ascertain the technical qualification of the yard. The refit including docking of the ship shall be undertaken at one location.
4. All jobs are to commence **within one month of start of SR-2**. In case shipyard is unable to complete the jobs prior post refit sea trials, the same jobs would be liquidated by respective Regional Headquarters under the delegated financial powers at yard's risk and cost.
5. The overall SR-2 is to be supervised and overseen by concerned Contract Operating Authority (COA) or his Rep (i.e CGRPT/CGOT).
6. SR-2 progress meetings are to be held weekly and as and when required basis to ensure timely completion of refit. A copy of the minutes of refit progress meeting is to be forwarded to CGRHQ (NW)/AA.
7. A very close check should be maintained on the quality of work and meeting the cardinal dates as scheduled.
8. A BAR Chart for the **SR-2** is to be obtained from the Shipyard and to be forwarded to CGRHQ(NW)/AA prior commencement of refit. Since there are Liquidated Damages clauses in the Refit Order, CG should in turn ensure that all reasonable assistance is provided to yard personnel.
9. Work completion Certificate must be carefully scrutinized and only the CO, XO, and TO should be nominated to sign the certificate. All work done certificates, CRVs etc for work undertaken/spare supplied satisfactorily should be signed and submitted to yard before the ship's departure for base port (if refit is being undertaken place other than base port). A statement of WDCs/CRVs, if any, not cleared is to be forwarded with justification/ reasons before ship's departure.



10. 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 nominated COA Rep should be endorsed to CGRHQ /AA for reference and records.
11. It is to be ensured that jobs are undertaken as per defect list and as finalised during RFIC. Deletions, if any, are to be undertaken **only with prior approval of CGRHQ/AA.** **Recommendation for deletion are to be consolidated and full and final deletion list is to be projected to CGRHQ/AA well before DCD.**
12. **The AWRFs should be limited to operational defects and growth of work, defects observed after opening up machinery/ equipment. Jobs deleted during RFIC are not to be included in AWRFs.**
13. The AWRFs should not include fabrication of spare boxes, furniture, soft furnishing viz. renewal of cushions, curtains, carpets, etc.
14. **No routines should be included in AWRFs**, should such a situation arise the routines may be offloaded under DFPRs prior commencement of the refit. Only unescapable/operational nature routines to be included in AWRF so that ship is not required to be laid off again during ops cycle.
15. The AWRFs should not include complete renewal of equipment /costly items. In case of cost of repairs on an equipment are high and uneconomical (declared BER), then renewal of such equipment is to be undertaken after receipt of NAC and under the subhead of NA spares.
16. Projecting of AWRFs is to be ceased 10 days prior to the scheduled DCD.
17. Approval for undertaking AWRFs jobs upto the sanctioned cost may be authorized by the concerned COA rep after ascertaining reasonableness of cost, keeping CGRHQ informed. However, copies of AWRFs raised by ship and the quotes submitted are to be forwarded to CGRHQ for reference, records and necessary action, if any.
18. Re-appropriation of amount is not to be made between main work package, AWRFs and NA spares during the refit as same has not been permitted by the MoD.
19. The refitting yard is to submit an indent for spares within two working days from opening of a particular machinery or equipment and same is to be vetted by CGRPS/COA within the next two working days. The ship to thereafter raise demand within the subsequent two working days to the Store Depot. The depot is to process this demand within three working days and forward NACs by fax/email. Ink signed NACs are to be forwarded by the depot by post/by hand of Ship's representative.
20. Renewal of obsolete/Defective equipment shall be undertaken only if the equipment has been declared beyond economical repairs by a board of officers and the proceedings are approved by competent authority.
21. In case of unsatisfactory progress of refit/offloaded work, CGRHQ/AA 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.



22. If the time taken for refit completion exceeds **more than stipulated period of 90 calendar days**, and such delays are attributed to the yard, liquidated damages will be as follows :-

(a) 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 Contract Price i.e. Rs. _____ (Rupees _____ only) for each week of delay beyond duration of Work specified in Article 8.1 upto the date of refit completion, subject to a maximum of 10% (Ten percent) of the Contract Price of refit.

(b) The CONTRACTOR shall also 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 cost of incomplete work beyond the date of refit completion for each week of delay and part thereof.

(c) The sum of total LD levied due to delay or part thereof, beyond duration of work specified in article 8.1 levied on account of incomplete or delinked work specified in Article 8.2 should not be more than 10 % of the Contract Price.

23. Necessary duty exemption certificates in respect of NA spares procured by the Yard during the refit of the ship are to be issued by the concerned COA/ Overseeing authority.

24. Refit Contract is to be implemented in totality.

25. **The shipyard is to commence all jobs within one month of start of refit.** In case shipyard is unable to complete the jobs within post refit sea trials, the same jobs would be liquidated by respective Regional Headquarters under their delegated financial powers at the yard risk and cost.

26. The yard is to offload all subcontractor jobs within **15 days** of start of refit.

27. Ships underwater hull cleaning and painting shall be undertaken as indicated in Defect Lists in consultation with concerned COA under supervision of paint manufacturers. Ships underwater hull will be cleaned immediately after dry docking and ultrasonic readings obtained as per scope of work. Painting is to be done depending on the actual requirement in consultation with concerned COA. During underwater hull painting, paint manufacturer is to be associated for necessary underwater hull surface preparation and thereafter stand guarantee for paints for a period of 36 months. The ultrasonic report is to be forwarded to CGRHQ/AA/COA.

28. ABS/LRA/IRS surveyor is to be associated with survey of hull/condition of strength members to the extent possible/ all steel renewal, shafting, Gear boxes, Main Engines and other shaft sub assembly jobs. Surveyor's report is to be forwarded to CGRHQ/AA/COA.

29. The pre refit trials of machineries and equipment are to be taken for its maximum achievable performance level (Eg Maximum RPM by Main engine and speed achieved) and the same need to be noted down with observations by the SS and yard. Any deterioration in performance during post refit trials would be the liability of yard.

30. Blanking of flanges, pump openings, pipelines have to be carried out if the valves, pumps, pipes are removed for repairs as per marine practice be maintained. Water tight integrity in all circumstances between compartment is to be maintained to ensure safety of ship during entire duration of refit.

**Enclosure II of RHO (NW) letter
3491/1 dated 19 Oct 20**

[Refer to para 3 (b) of RFP]

**STANDARD CONDITIONS OF CONTRACT FOR
REFIT OF SHIPS**

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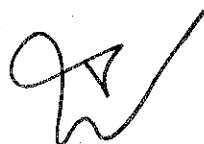
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Contract No. 3491/1

Date: _____ 2020



PREAMBLE

THIS Contract is made and entered into at Gandhinagar on this ___day of the month _____ in the year 2020 (Two Thousand TWENTY).

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 and permitted assignees, ON THE FIRST PART

AND

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

And whereas the CUSTOMER agrees to deliver **ICGS Arush** to the CONTRACTOR for undertaking **Short Refit (SR-2)** and to take delivery of **ICGS Arush** from the CONTRACTOR after successful completion of **Short Refit (SR-2)**.

It is now agreed by and between Customer and Contractor 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.
- 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 5 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 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:-

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

ARTICLE 2 - EFFECTIVE DATE AND OPERATION OF CONTRACT

- 2.1 It is hereby agreed and declared that the powers and functions of the CUSTOMER under this Contract, shall be exercised by the **Superintendent, Coast Guard Refit and Production Team, _____ (COA).**
- 2.2 **The refit of the ship is to start within 30 days of signing of refit contract and the effective date of contract during this period would be the date of handing over the vessel/ ship to the shipyard / refitting yard. In case the ship is not available during this period of 30 days, the Effective Date of Contract would be the date the ship is made available for refit to the refitting yard. The contract commences from the Effective Date of Contract.**

ARTICLE 3 - SCOPE OF CONTRACT

3.1 Work & Services Contracts- It is expressly understood and agreed between the CUSTOMER and the CONTRACTOR that this is a repair, refit and services contract.

3.2 Scope of Work.

3.2.1 The **Short Refit (SR-2) of ICGS Arush** is to be Completed in accordance with the terms, conditions and provisions of this Contract, as detailed in the following Articles.

3.2.2 The Scope of work with itemised quote is placed at **Annex 2** of this Contract.

3.3 Removal and Refitting of Items

3.3.1 In the event of the requirement to remove the existing light fittings, piping, trunking, valves, electrical cables, junction boxes, lagging, paneling, 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.

3.4 Change in Scope of Work/AWRF

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. Indian Coast Guard will have right to delete jobs covered under AIAMC or completed by ship's staff from refit package even after commencement of refit. The Contractor will not have any objection on working of reps of firms executing AIAMC during the refit and will assist ship's staff to arrange necessary security approvals.**

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% of the basic cost 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.

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. The jobs on machinery and equipment listed in RFP are to be undertaken through indicated OEM/PAC firm only.

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 Indian Coast Guard or on his own take any assistance either directly or indirectly from any of the workshops/ facilities of the Indian Coast Guard 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 (Basic Cost) is ₹ _____/- (**Rupees _____ only) exclusive of GST, applicable duties, growth of work (AWRF) & NA spares.** A detailed breakdown of the contract price, including GST (calculated as per the existing rate) is placed at **Annex – 4** of this Contract. **The GST on NA Spares may vary from 5% to 28% depending on GST slab rates. However, the total expenditure on NA spares is not to exceed 20% of basic cost plus 18% GST thereon.**

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, changes in Tax Rate, etc.

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 charges of 7.5% [not exceeding 7.5% (Seven point Five Percent) of the basic cost of spares]. Advance on signing of contract up to 10% of cost of NA spares against bank guarantee may be permitted. The remaining payment for spares would be made alongwith stage payments during refit duration, on submission of proof of purchase order, material receipt and inward inspection.

4.3 **PAYMENT TERMS.** The payment Terms for the Contract for each stage as mentioned below shall be payable as derivative of the contract price (Stage Completion Certificate to be filled up as per Annexure-5 wherever bills are raised in accordance with terms of payment).

Stage No	Activity Definition	Stage Payment
I	On signing of contract against bank guarantee valid till completion of the refit which however, can be returned in original on docking of the vessel.	10%
II	(a) If Stage I claimed	10%
	(b) If Stage I not claimed	20%
III	On completion of I st version of undocking and completion of all underwater work as per main work package including steel renewal, except area under keel blocks which shall be undertaken during II nd version docking.	10%
IV	On completion of II nd version of undocking.	
	(a) If Stage III claimed	10%
	(b) If Stage III not claimed	20%
V	On satisfactory completion of harbor trials of major machinery/equipment.	20%
VI	On satisfactory completion of refit and departure of the ship from shipyard.	15%
VII	Within 60 days of satisfactory completion of Refit.	15% plus balance cost of NA spares & AWRF and minus the cost of deleted jobs & incomplete work.
VIII	Along with Stage VII payment against PBG* of equal amount valid for 60 days after completion of guarantee period OR on completion of all guarantee liabilities.	10%

* Separate BG not required if PBG covers 60 days beyond the guarantee period.

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

(b) Advance on signing of contract of up to 10% of cost of spares, against Bank Guarantee (valid for a period of 60 days beyond refit completion) may be permitted. The remaining payment for spares would be made along with the stage payments during refit duration, on submission of proof of purchase order, material receipt and inward inspection. Handling charges, if any are to be restricted to a maximum of 7.5%.

(c) Payment on account of GST may be paid with the same/ next stage payment on production of document or certificate or undertaking from refit yard w.r.t payment of GST to GoI.

4.4 BANK DETAILS of YARD

Beneficiary's Name	-
Account Name	-
Name of Bank	-
Account No.	-
IFS Code	-

ARTICLE 5 - TAXES AND DUTIES

5.1.1 The Contract price indicated in Article 4.1 of this Contract is exclusive of all 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 change in the 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 an ICG representative shall issue the appropriate tax exemption/concession certificate(s) on behalf of the CUSTOMER, to avail tax exemption/ concession, for procurement of CG liability spares/stores only, as per existing Government policies, rules and regulations in force.

5.2 **"END USER" CERTIFICATE.** Contract Operating Authority or an ICG 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/government agency, as per existing Government policies, rules and regulations in force.



ARTICLE 6 - BANK GUARANTEE

6.1 (a) **Format for Bank Guarantee for Advance payment** (for claiming 10% (stage I and/ or advance (10%) for NA spares on signing of contract as per format given below) :-

FORMAT FOR ADVANCE BANK GUARANTEE

From :

Bank _____

To

The Commander
[for CSO (tech)]
Headquarters Coast Guard Region (NW)

Sir,

1. **With reference to contract No. 3491/1 dated _____ 2020** concluded between the President of India, hereinafter referred to as 'the Purchaser' and **M/s _____** hereinafter referred to as the "the contractor" for **Short Refit (SR-2) of ICGS Arush** as detailed in the above contract which contract is hereinafter referred to as 'the Said Contract' and in consideration of the Purchaser having agreed to make an advance payment in accordance with the terms of the Said Contract to the said contractor, we the _____ bank, hereinafter call 'the Bank' hereby irrevocably undertake and guarantee to you that if the Said Contractor would fail to develop and supply the stores in accordance with the terms of the Said Contract for any reason whatsoever or fail to perform the Said Contract in any respect or should whole or part of the said on account payments at any time become repayable to you for any reason whatsoever, we shall, on demand and without demur pay to you all and any sum up to a maximum of Rs. _____ (Rupees _____ only) paid as advance to the Said Contractor in accordance with the provisions contained in Clause _____ of the Said Contract.

2. We further agree that the Purchaser shall be the sole judge as to whether the contractor has failed to develop and deliver the stores in accordance with the terms of the Said Contract or has failed to perform the said contract in any respect or the whole or part of the advance payment made to Contractor has become repayable to the Purchaser and to the extent and monetary consequences thereof by the Purchaser.

3. We further hereby undertake to pay the amount due and payable under this Guarantee without any demur merely on a demand from the Purchaser stating the amount claimed. Any such demand made on the Bank shall be conclusive and binding upon us as regards the amounts due and payable by us under this Guarantee and without demur. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs _____ (Rupees _____ only).

4. We further agree that the Guarantee herein contained shall remain in full force till satisfactory completion of refit, as certified by Purchaser/Customer. The Guarantee may however be returned/discharged by the Purchaser/Customer in original in his sole discretion on docking of the ship/vessel.

5. We further agree that any change in the constitution of the Bank or the constitution of the contractor shall not discharge our liability hereunder.

6. We further agree that the Purchaser shall have the fullest liberty without affecting in any way our obligations hereunder with or without our consent or knowledge to vary any of the terms and conditions of the Said Contract or to extend the time of development/delivery from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the contractor and either to forbear or enforce any of the terms and conditions relating to the Said Contract and we shall not be relieved from our liability by reason of any such variation or any indulgence or for bearance shown or any act or omission on the Purchaser or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so relieving us.

7. We lastly undertake not to revoke the Guarantee during the currency of the above said contract except with the prior consent of the Purchaser in writing.

Yours faithfully,

for _____ Bank
(Authorised Attorney)

Place : _____

Date : _____

Seal of the Bank

(b) FORMAT OF INDEMNITY BOND FOR ADVANCE PAYMENT (For DPSU)

This deed made on thisday of ... by M/s _____, a company registered under The companies Act 1956 having its registered office at _____ and acting through its corporate office at _____ (hereinafter referred to as the "contractor").

2. Whereas The Chief Staff Officer (Tech), Headquarters Coast Guard Region (NW), Gandhinagar acting on behalf of the President of India (hereinafter referred to as "Customer") has placed a Contract No _____ dated _____ on the Contractor (hereinafter referred to as the 'said contract').

3. And whereas, the Contractor has agreed to execute this Indemnity Bond to secure the advance amount received on the terms and conditions appearing hereinafter which shall remain valid till completion of refit.

4. It is hereby agreed and declared by the Contractor that:-

(a) The Contractor shall duly and faithfully perform its obligation under the said contract and comply with the conditions in the said contract.

(b) The Contractor shall, in as much as with its control, refrain from such actions or actions as may cause loss, injury, damage to the CUSTOMER.

(c) In the event of breach/default by the Contractor in complying and in case the breach/default is not remedied by the Contractor up to period of the notification of the breach/ default by the Customer, the Contractor shall indemnify Customer to the extent of Rs. _____ (Rupees _____ only) being 10% of the total financial implications of Rs. _____ (Rupees _____ only) of any direct losses or damages suffered by Customer due to failure of the Contractor.



(d) The Contractor shall be fully discharged of its obligations under this bond on meeting its liability as per Para 4(c) above which shall be restricted to the limit as provided at Para 4(c) above.

(e) The Contractor shall not be liable for any breach/default arising out of force majeure situation or due to any default, action, inaction or failure on the part of the Customer. The liability of the contractor under this bond shall remain and in full force until the fulfillment of the obligations of the contractor under the said Contract.

(f) The Contractor hereby expressly, irrevocably, and unreservedly undertake and guarantee that in the event that the beneficiary submits a written demand to Contractor stating that they have not performed according to the scope of work as per Article 3 of the contract, Contractor will pay the customer on demand and without demur any sum upto maximum amount of 10% of the total financial implications. The customer's written demand shall be conclusive evidence to Contractor that such repayment is due under the terms of the said Contract. Contractor undertakes to effect payment within _____ days from receipt of such written demand.

(g) The amount of this Bond shall not be increased beyond 10% of the total financial implications. Unless a demand under this Bond is received by Contractor in writing on or before the expiry date (unless this Bond is extended by the contractor), all rights under this Bond shall be forfeited and Contractor shall be discharged from the liabilities hereunder. This Indemnity Bond for advance is personal to the customer and not assigned to a third party without prior written permission.

5. This Indemnity Bond for advance payment shall be governed by Indian Law.

For _____

Signature:

Name:

Witness:

1. _____

2. _____



ARTICLE 7 - PERFORMANCE BOND/PWBG**7.1 (a) Performance Cum Warranty Bank Guarantee (PWBG) format for Private/Public refitting firms)**

(PWBG as per format appended below is to be submitted within 30 days of signing of contract as per article 7.17 of DPM-09 (as amended). The PWBG is to remain valid 60 days beyond the date of completion of contractual obligation, including warrantee. No stage payment will be cleared without receipt of PWBG).

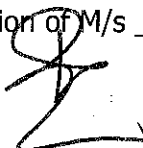
From:**Bank** _____

To,
The Commander
[for CSO (tech)]
Headquarters Coast Guard Region (NW)

Dear Sir,

Whereas you have entered into a contract No.3491/1 dated _____ 2020 (hereinafter referred to as the said Contract) with **M/s** _____ hereinafter referred to as the Contractor for undertaking **SR-2 of ICGS Arush** and whereas the contractor has undertaken to produce a bank guarantee for ten percent (10 %) of total financial implications amounting to ₹ _____ (**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 Contractor that, in the event that the President of India declares to us that the refit has not been executed 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 Contractor, indulgence to the Contractor by you, or by any alterations in the obligations of the Contractor 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 60 days beyond warrantee period 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 _____.



(b) **Indemnity Bond Format (For DPSUs)**

This deed made on thisday of ... by M/s _____, a company registered under The companies Act 1956 having its registered office at _____ and acting through its corporate office at _____ (hereinafter referred to as the "contractor").

2. Whereas The Chief Staff Officer (Tech), Headquarters Coast Guard Region (NW), Gandhinagar acting on behalf of the President of India (hereinafter referred to as "Customer") has placed a Contract No _____ dated _____ on the Contractor (hereinafter referred to as the 'said contract').

3. And whereas, the Contractor has agreed to execute this Indemnity Bond for Performance-cum-Warranty on the terms and conditions appearing hereinafter which shall remain valid for 60 days after completion of guarantee period.

4. It is hereby agreed and declared by the Contractor that:-

(a) The Contractor shall duly and faithfully perform its obligation under the said contract and comply with the conditions in the said contract.

(b) The Contractor shall, in as much as with its control, refrain from such actions or actions as may cause loss, injury, damage to the CUSTOMER.

(c) In the event of breach/default by the Contractor in complying and in case the breach/default is not remedied by the Contractor up to period of the notification of the breach/ default by the Customer, the Contractor shall indemnify the Customer to the extent of Rs. _____ (Rupees _____ only) being 10% of the total financial implications of Rs. _____ (Rupees _____ only) of any direct losses or damages suffered by Customer due to failure of the Contractor.

(d) The Contractor shall be fully discharged of its obligations under this bond on meeting its liability as per Para 4(c) above which shall be restricted to the limit as provided at Para 4(c) above.

(e) The Contractor shall not be liable for any breach/default arising out of force majeure situation or due to any default, action, inaction or failure on the part of the Customer. The liability of the contractor under this bond shall remain and in full force until the fulfillment of the obligations of the contractor under the said Contract.

(f) The Contractor hereby expressly, irrevocably, and unreservedly undertake and guarantee that in the event that the beneficiary submits a written demand to Contractor stating that they have not performed according to the warranty obligations for the scope of work as per Article 3 of the contract, Contractor will pay the customer on demand and without demur any sum up to maximum amount of 10% of the total financial implications. The customer's written demand shall be conclusive evidence to Contractor that such repayment is due under the terms of the said Contract. Contractor undertakes to effect payment within _____ days from receipt of such written demand.

(g) The amount of warranty/guarantee shall not be increased beyond 10% of the total financial implications. Unless a demand under this warranty/guarantee is received by Contractor in writing on or before the expiry date (unless this warranty/guarantee is extended by the contractor), all rights under this guarantee shall be forfeited and Contractor shall be discharged from the liabilities hereunder. This warranty/guarantee is personal to the customer and not assigned to a third party without prior written permission.

5. This Indemnity Bond for advance payment shall be governed by Indian Law.

For _____

Signature:

Name:

Witness:

1. _____

2. _____

II

Accepted (For and on behalf of President of India)

Signature:

Name:

A handwritten signature in black ink, consisting of a large loop at the top, followed by a vertical stroke, and a horizontal stroke at the bottom.

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 3.2 in **90 days** from the effective date specified in Article 2.2. Delivery by the CONTRACTOR shall be treated as complete on satisfactory 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 30 days of refit duration. If such work is incomplete beyond 30 days of refit completion, the same shall be undertaken by the customer under the Contractors risk and cost. 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 basic cost of the contract i.e. ₹ _____ (**Rupees _____ only**) for each week of delay beyond duration of Work specified in Article 8.1 up to the date of refit completion, subject to a maximum of 10% (Ten percent) of the Contract Price of refit.

9.2 The CONTRACTOR shall also 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 cost of incomplete work beyond the date of refit completion for each week of delay and part thereof.

9.3 The sum of total LD levied due to delay or part thereof, beyond duration of work specified in article 8.1 levied on account of incomplete or delinked work specified in Article 8.2 should not be more than 10 % of the Contract Price.

ARTICLE 10 - RISK AND EXPENSE

10.1 Should the repair or any part of repair thereof not completed within the time or times specified in the contract documents, or unable to repair and provide services, the CUSTOMER shall after granting CONTRACTOR 30 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

10.2 Should the repairs or any part of repair thereof not perform in accordance with the specifications/parameters provided by the CONTRACTOR during the check proof tests to be done in the CUSTOMER's country, the CUSTOMER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

10.3 In case of a breach in repair that was not remedied within 30 days, the customer shall, having given the right of first refusal to the CONTRACTOR be at liberty to get repair from any other source as he thinks fit, other repairs of the same or similar description to make good such default at the Contractors risk and cost.

10.4 Any excess of the purchase price, cost of manufacturer, or value of any repairs undertaken from any other firms as the case may be over the contract price appropriate to such default or balance shall be received from the CONTRACTOR.

ARTICLE 11- QUALITY AND 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 shipyard/ Contractor.

11.1.2 The CONTRACTOR shall submit a Quality Assurance Plan (QAP) as applicable to the scope of work for approval of the CUSTOMER. The approved QAP 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. The CONTRACTOR shall give 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/ refits, invariably attend such tests and inspections as per the QA Plan/Quality Inspection Schedule.

11.2.2 Any non-conformity discovered by CUSTOMER'S 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 repair /refit of the ship, until the delivery thereof, the CUSTOMER's representatives shall be given free and ready access to the Ship 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 repairs/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 vides Article 3.2, 3.3 and 3.4 shall rest with the CONTRACTOR.

ARTICLE 12 - WARRANTY & WARRANTY BOND

12.1 The CONTRACTOR warrants that the repairs/refit carried out under this Contract conform to specifications vide SOR.

12.2 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 firms/ sub contractors of refitting yard. 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 firms/ sub-contractors under arrangements by the CONTRACTOR.

12.3 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.

12.4 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, at any Indian port.

12.5 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 Personnel:** 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 **Miscellaneous:** Gas Free & Man Entry Certificates, Fire Sentries, Administrative Support to OEMs, Pumping-out Facilities & Removal of Debris/ Waste Material shall be as per RFIC minutes.

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 proceedings.

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.

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 CUSTOMER and CONTRACTOR 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 **FOR CPSEs/DPSUs** In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party to the Permanent Arbitration Machinery set up in the Department of Public Enterprises and that if the Department of Public Enterprises fails to settle the dispute, the same will be referred to the Committee constituted by the Cabinet Secretariat.

19.2 For Indigenous Private Bidders

19.2.1 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.

19.2.2 Any dispute, disagreement of 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.

19.2.3 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.

19.2.4 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.

19.2.5 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.

19.2.6 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.

19.2.7 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 (ICA) 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 the contractor).



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 favor or disfavor 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 favor 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 Partie 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.

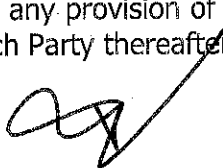
26.3 This Contract constitutes the entire agreement between the CUSTOMER and the CONTRACTOR

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 ____ day of the month of ____ in the Year Two Thousand and Twenty, in six (6) 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
M/S _____
THE CONTRACTOR

FOR AND ON BEHALF OF
PRESIDENT OF INDIA
THE CUSTOMER

(_____)

(_____)

CONTRACTOR'S REPRESENTATIVE

CUSTOMER'S REPRESENTATIVE

Dated _____

Dated _____

In the presence of

In the presence of

1. _____

1. _____

Name _____

Name _____

Designation _____

Designation _____

2. _____

2. _____

Name _____

Name _____

Designation _____

Designation _____

ii. Distribution:

- | | |
|--|---------------------------|
| Payment Authority/ Area Accounts Officer (N/CG), Porbandar | (One Ink Signed Copy) |
| CGHQ/ PD (FM) | (One Copy) |
| HQCGC(WS)/ DDG (Tech) | (One Copy) |
| PCDA (Navy) | (One Copy) |
| CGRHQ(W)/CSO(Tech)/CSO(Refit) | (One Copy)- if applicable |
| CGRHQ(NW)/ CSO(Tech) | (One Ink Signed Copy) |
| COA | (One Ink Signed Copy) |
| CGDHQ-1 | (One copy) |
| IFA | (One copy) |
| ICGS Arush | (One Ink Signed Copy) |
| M/s _____ | (One Ink Signed Copy) |



FORMAT OF CERTIFICATE OF ACCEPTANCE**CERTIFICATE OF ACCEPTANCE**

1. CERTIFIED THAT THE **M/S** _____ COMPLETED THE **SHORT REFIT (SR-2) OF ICGS ARUSH** 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.

REP OF
M/S _____

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



SCOPE OF WORK

1. The scope of work would be as per entire refit work package as finalized during RFIC. The minutes of RFIC are enclosed.
2. Complete item wise cost of entire refit work package is enclosed.
3. The scope of work would also include all AWRFs raised and the supply of NA spares against NACs, if any, during the duration of Refit.

A handwritten signature in black ink, consisting of a stylized, cursive script that is difficult to decipher. It appears to be a personal name or initials.

ANNEX- 3**FORMAT OF PROMULGATION CHANGE IN SCOPE OF WORK/ AWRF****ICGS ARUSH**

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



DETAILED BREAKDOWN OF CONTRACT PRICE

Sl	Description	Cost Quoted by M/s _____ (in ₹)
(a)	General services (Yard services)	
(b)	Repair cost of total work package:	
	Main Defect List	
(i)	Hull	
(ii)	Engineering	
(iii)	Electrical	
	Supplementary Defect List	
(i)	Hull	
(ii)	Engineering	
(iii)	Electrical	
(c)	Basic cost (contract price) (a)+(b)	
(d)	Cost towards NA Spares (20% of basic cost of refit, including handling charges of 7.5%, to be paid at actual)	
(e)	Growth of work (AWRF) (15 % of basic cost of refit) for repair and services. Payment on this account, including taxes to be paid on actual basis based on certification by COA, on not exceeding basis.	
(f)	Total (c+d+e)	
(g)	GST 18% on (f)	
(h)	Total cost of Refit (f+g)	

The financial implication for offloading the refit including GST, 'Growth of Work' and 'NA Spares' is Rs. _____ (Rupees _____ only). Expenditure on NA Spares not to exceed cost at Sl (d) + 18% i.e Rs. _____ (Rupees _____ only).

FORMAT OF CERTIFICATE OF COMPLETION OF DEFECT**WORK COMPLETION CERTIFICATE**

 CERTIFICATE No. ... / CC / DT

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

DESCRIPTION OF ACTIVITY/STAGE/DEFECT LIST SERIAL:

	FIRM/ SHIPYARD REP	SHIP'S REP (CO/COA)
SIGNATURE		
NAME DESIGNATION / RANK DEPT./ ORGANISATION		

**Enclosure III of RFP of RHQ (NW) letter
3491/1 dated 20**

[Refer to para 3 (c) of RFP]

FORMAT/GUIDELINES FOR PREPARATION OF TECHNICAL BID

- | | | | |
|----|-------------------|---|--------------------|
| 1. | Name of the Ship | : | ICGS Arush |
| 2. | Type of Refit | : | Short Refit (SR-2) |
| 3. | Duration of Refit | : | 90 days |
| 4. | Validity | : | 180 days |

5. The Technical Bid should contain the following information and details so as to enable CGRHQ(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).

(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.

(c) Indicate acceptance of Payment terms as indicated in para 13 of the RFP.

(d) Indicate acceptance of Standard Conditions of Contract (SCOC) as envisaged in DPM 2009 and other terms and conditions given in the RFP/RFIC.

(e) Indicate acceptance of entire scope of work and acceptance of carrying out the entire work package in Gujarat/Maharashtra/ Goa Coast of India only.

(f) In the event that shipyard/ refit yard do not have its own infrastructure including workshop facility at the place of refit, it should have a "Memorandum of Understanding" (MoU) with a local firm which owns at least a workshop facility befitting the refit of a ship. The shipyard/ refit yard should be a licensee or have a MoU/ agreement with a Port/ PSU/ private refit yard (ICG registered) in whose dock the ship is going to be docked as part of refit. The proof for both the facilities (workshop and dock) is to be attached alongwith the technical bid so as to ascertain the technical qualification of the yard. The refit including docking of the ship shall be undertaken at one location.

(g) Indicate item wise quote for each defect serials of the entire work package (Hull, Engineering, Electrical) is submitted separately along with the commercial bid.

(h) Specify availability of suitable accommodation with wash room /toilet within a reasonable distance (less than 10 Kms) from the ship as per laid down scale in yard service for ship's crew as and when ship becomes uninhabitable.

(j) Indicate adequate & safe berthing facility alongside (Berthing alongside pontoon/floating dock etc not acceptable) and yard services conducive for undertaking refit activities of ship.

(k) Indicate EMD submitted or else details of registration (copy of certificate to be attached).

6. It is further stated that the work package for Short Refit (SR-2) of **ICGS Arush** as per main defect list and supplementary defect list as finalized during Request for Information Conference at **CGRHQ(NW), Gandhinagar on 25 Aug 20** is understood and acceptable. Minutes of Request for Information conference are also understood and acceptable.

7. All the terms & conditions and work package as per RFP are also understood and acceptable to us. It is also understood that wherever any difference occurs between RFIC minutes and RFP, provisions of RFP (prepared as per DPM-09 guidelines) will take precedence.

8. Do shipyard has infrastructure at place of refit - Yes/No/MoU

- (i) Type of infrastructure - Workshop/ Dry dock/ Admin office.
 (ii) Dry-dock facility - Owned/MoU-agreement with Port/PSU/ Pvt. Shipyard

Note: If shipyard do not have own facility at place of refit copy of MoU for office/workshop be enclosed. Dry-dock agreement with Port/PSU/Pvt. Shipyard be enclosed. (dry-dock agreement with 3rd party not acceptable.)


9. Has shipyard undertaking refit or participated in tender enquiry (RFP) of other CG ships -Yes/No

If YES following details be provided :-

- (i) Shipyard declared L-1 for _____ (Name of CG ships)
 (ii) Shipyard signed contract for _____ (Name of CG ships) and likely date of commencement of refit.
 (iii) Shipyard undertaking refits for _____ (Name of CG ships), its commencement date and completion date.

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.

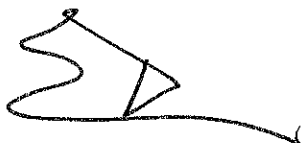


**Enclosure IV of RFP of CGRHQ (NW) letter
3491/1 dated 20**

[Refer to para 3 (d) of RFP]

**GUIDELINES FOR PREPARATION OF COMMERCIAL BID
FOR SHORT REFIT (SR-2) OF ICGS ARUSH**

1. The format for preparation of Commercial Bid is placed at Encl-V of RFP to be filled in all respects. **No column is to be left blank. Taxes and duties are not to be indicated as ABSORBED, but are to be clearly indicated in price or nil as applicable.**
2. Cost of yard materials such as steel plates, weld consumables, general nature, cables, pipes and tubes should be indicated separately. Whereas, Ferrous scrap shall be the property of the Contractor, nonferrous items and unused spares shall be the property of the customer. The cost of Ferrous material indicated in the bid should therefore be inclusive of discount for scrap value.
3. Each page is to be authenticated (signed) by the bidder.
4. Page numbering is must to identify/locate missing/misplaced pages.
5. Bid Validity. The commercial bid is to be valid 180 days from the date of opening of Technical bid.
6. Bidders is to clearly mention all elements of taxes/Duties as applicable as prevailing rates under the extant Govt Policy.

A handwritten signature in black ink, consisting of a stylized, cursive script that appears to be the initials 'S D' followed by a long horizontal flourish.

**Enclosure V of RFP of RHQ (NW) letter
3491/1 dated 20**

[Refer to para 3 (e) of RFP]

FORMAT OF COMMERCIAL BID FOR SHORT REFIT (SR-2) OF ICGS ARUSH

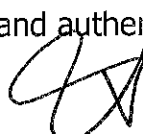
1. Name of the ship : ICGS Arush
2. Type of Refit : Short Refit (SR-2)
3. Duration of Refit : 90 days
4. Validity : 180 days
5. Our offer for complete work package for Short Refit (SR-2) of ICGS Arush as per the RFP is as below:

- | | | |
|-----|---|----------------------------------|
| (a) | <u>COST OF YARD SERVICES</u> - | <u>Amount</u>
(In Rs.) |
| (b) | <u>COST OF MAIN DEFECT LIST</u> | <u>Amount</u>
(In Rs.) |
| | (i) Hull work package - | |
| | (ii) Engineering work package - | |
| | (iii) Electrical work package- | |
| (c) | <u>COST OF SUPPLEMENTARY DEFECT LIST</u> | <u>Amount</u>
(In Rs.) |
| | (i) Hull work package - | |
| | (ii) Engineering work package - | |
| | (iii) Electrical work package- | |
| (d) | Applicable Taxes*/Duties - | |

<u>TOTAL</u>	(In figures) -	
	(In Words) -	

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 numbered and authenticated (signed) by the Bidder.



5. Bidders is to clearly mention all elements of Taxes/Duties as applicable at prevailing rates under the extant Govt policy. Taxes/Duties are not to be indicated as absorbed, but are to be clearly indicated in amount or exempted as applicable. The duty exemption certificates for yard liability spares/stores/material/paint will not be issued by ICG.

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

7. Bidder is to also enclose itemwise cost for each defect serial of the entire work package (Hull, Engineering, Electrical) is to be submitted separately along with the commercial bid. (para 12 of RFP refers).

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