

Government of India Ministry of finance,
Department of Revenue
Central Board of Excise and Customs
Directorate of Logistics
4th Floor, 'A' Wing, Lok Nayak Bhawan,
Khan Market, New Delhi-110511.
Phone: 011-24693529 Fax: 011-24697497

GLOBAL NOTICE INVITING E-TENDER (GNIT) FOR COMPREHENSIVE ANNUAL MAINTENANCE FOR 22 CATEGORY-II VESSELS FOR A PERIOD OF 5 YEARS

E-Tender No. 01/MO/2018

Dated 29.01.2018

Period during which the tender enquiry document will be available on official website www.cbec.gov.in www.dolcbec.gov.in http://eprocare.gov.in	29.01.2018 to 15.03.2018
Closing date for seeking clarification	1500 hours on 12.02.2018
Place of receipt of tenders	Online Submission on http://eprocare.gov.in
Address for Submission of Tender Fees/EMD	<u>In favour of "PAO, O/o the Pr. C.C.A., CBEC." Payable at New Delhi</u> <u>Address</u> Directorate of Logistics, 4 th Floor, 'A' Wing, Lok Nayak Bhawan, Khan Market, New Delhi-110511
Tender fees/EMD	As per Para 5(A) (i) & (ii) of Section III
Date of submission of tender	1300 hours on 15.03.2018
Time and date of opening of tenders	1500 hours on 16.03.2018
Place of opening of tenders	Online opening at http://eprocare.gov.in

INDEX

Section No.	Name of the Section	Page
Section-I	Global Notice inviting E-Tender (GNIT)	3
Section-II	General Instructions to Tenderers (GIT)	5
Section-III	Other Instructions and Special Conditions of the Contract (SCC)	18
Section-IV	Port of Deployment of vessels.	24
Section-V	Qualification criteria.	25
Section-VI	Price Schedule.	27
Section-VII	Technical Specifications.	28
Section-VIII	Scope of work for CCAMC.	32
Section-IX	Date of effectiveness and validity of CCAMC.	43
Section-X	Procedural aspects relating to attendance of maintenance schedule and repairs / rectification of defects under CCAMC.	44
Section-XI	Contract price, terms of payment and price adjustment.	47
Section-XII	Conditions for termination of CCAMC.	49
Section-XIII	Arbitration and Jurisdiction.	50
Section-XIV	General information on Shipyard / Company and Management.	51
Section-XV	Form 1 - Tender Form.	53
	Form 2 - Tender Form (Bid Proposal Sheet).	59
	Form 3 - Bank Guarantee Form for EMD.	61
	Form 4 - Bank Guarantee Form for Performance Security.	62
	Form 5 - Manufacturer's Authorization Form.	64
	Form 6 - Pre Contract Integrity Pact.	65
	Form 7 - Letter of Comfort from its Banks / lending institutions indicating to provide necessary financial support.	72
Annexure-I	Log Book Format	73
Annexure-II	Actual Running Time Detail	74
Annexure-III	Verification Report	75

SECTION –I

**GLOBAL NOTICE INVITING E-TENDER THROUGH E-PROCUREMENT FOR
CENTRALISED COMPREHENSIVE ANNUAL MAINTENANCE FOR
22 IN NUMBER CATEGORY-II VESSELS**

E-Tender No. 01/MO/2018

Dated 29.01.2018

Tender

1. For and on behalf of President of India, Commissioner, Directorate of Logistics, Customs and Central Excise, Ministry of Finance, Department of Revenue, Govt. of India having its office at 4th floor, 'A' Wing, Lok Nayak Bhawan, Khan Market, New Delhi 110511 invites e-tenders valid up to 180 days from the date of opening of tender, in two parts, namely, (1) Technical Bid and (2) Price Bid from Tenderers, who meet the qualification as per instructions / criteria laid down in Section II, III & V for Centralised Comprehensive Annual Maintenance for 22 in number Category-II Glass Reinforced Plastic (GRP) Hull vessels of 13 m length for a period of 5 years, under Two bid system from the Original Manufacturer of these boats or manufacturers of similar boats or other interested parties having experience & expertise in providing maintenance for such vessels fitted with equipment and machineries as specified in Section VIII and associated systems, tanks, hull structure, safety devices, instrumentation, fitted and portable fire-fighting systems etc and also miscellaneous equipment, systems, house hold items etc that have not been explicitly mentioned here but exist onboard. The tenderers are also required to have necessary arrangements in place, by way of a MoU, valid for atleast 08 years from the closing date for submission of this tender, with the respective OEMs / authorized Indian reps of the OEMs of the major equipments and machineries fitted onboard to ensure supply of genuine spares for the maintenance / repairs of the subject boats. The same is to be enclosed with the technical bid.

2. The tender enquiry documents will be available on official website (www.cbec.gov.in, www.dolcbec.gov.in and <http://eprocure.gov.in> from 29.01.2018 to 15.03.2018. Last date for receiving clarification on tender is **12.02.2018** up to **1500 hrs**. The pre-bid conference will be held on 15.02.2018 at **1100 hrs** at the address given below at Para 6.

3. **The tenders can be submitted online only** at <http://eprocure.gov.in> upto 1300 hours on 15.03.2018.

4. The tenders will be opened online at <http://eprocure.gov.in> at 1500 hours on 16.03.2018.

5. Interested Tenderers may download the tender enquiry documents (TED) and submit their tenders online at Central Public Procurement Portal website: <https://eprocure.gov.in/eprocure/app>

6. Earnest Money Deposit (EMD) of Rs.42,00,000/- (Rupees Forty Two Lakh only) valid for a period upto 45 days beyond the validity period of the tender in the form of Bank Guarantee from a Scheduled Commercial bank and a non-refundable Tender fee of Rs.5,000/- in the form of account payee demand draft / bankers cheque, drawn on a scheduled commercial bank in India, in favour of "PAO, O/o the Pr. C.C.A., CBEC." Payable at New Delhi, must reach at the address given below by 1300 hours on 16.03.2018. Tenderers, however, have to

attach scanned copies of EMD & Tender fee along with the Technical bid of their e-tender.

Additional Director (Marine)
Directorate of Logistics,
Customs and Central Excises,
4th Floor, 'A' Wing, Lok Nayak Bhawan,
Khan Market, New Delhi – 110511

7. In the event of any of the above mentioned dates being subsequently declared as a holiday / closed day for the purchase organization, the tenders will be opened on the next working day at the scheduled time.

8. The following tenders will be treated as non-responsive and rejected at the initial stage itself.

- (a) Tenders received without EMD.
- (b) Tenders received without the Tender fee.

9. The undersigned reserves the right to withdraw, split, modify and / or cancel the tender or reject any tender or all the tenders without assigning any reasons whatsoever.

Sd/-
Commissioner
For and on behalf of the President of India
Phone: 011-24693529
Fax: 011-24697497

SECTION - II

GENERAL INSTRUCTIONS TO TENDERERS (GIT)

A. PREAMBLE

1. Introduction

- (a) The scope of work for the CCAMC is as mentioned in Section VIII.
- (b) This section gives instructions to Tenderers regarding preparation and submission of e-tenders and explains the mode and procedure to be adopted for receipt and opening, scrutiny and evaluation of tenders and subsequent placement of contract.
- (c) Failure to provide the required information and / or failure to comply with the instructions in the tender documents may result in rejection of its tender.

2. Definitions and Abbreviations

- (a) The following definitions and abbreviations used in these documents shall have the meaning as indicated below:

Definitions:

- (i) **Purchaser** means the President of India acting through Commissioner, Directorate of Logistics, Customs & Central Excise, Ministry of Finance, Department of Revenue, 4th Floor, 'A' wing, Lok Nayak Bhawan, Khan Market, New Delhi 110511 and includes his successors in office, nominees, authorized representatives.
- (ii) **Tender** means quotation / bid received from a tenderer as per Section XV.
- (iii) **AMC Contractor** means the company or the firm providing AMC services.
- (iv) **Services** means services provided to carry out Operational maintenance and repairs i.e. monthly visit, hourly routine maintenance, Refit Repair and operational defect rectification excluding defects arising due to mishandling, accidents, Force Majeure and overhaul of components.
- (v) **Earnest Money Deposit (EMD)** means monetary guarantee to be furnished by a tenderer along with its tender.
- (vi) **Contract** means the written agreement entered into between the Purchaser and the AMC contractor together with all the documents mentioned therein and including all attachments, Annexures etc. therein.
- (vii) **Performance Security / Security Deposit** means monetary guarantee to be furnished by the successful tenderer for due performance of the terms of contract.
- (viii) **User Commissionerates** means the Commissionerate under whose

jurisdiction, Vessels are deployed.

(ix) **"Inspecting Authority"** means the authorised representative of the Department / Directorate to act as Inspecting Authority for the purpose of this contract.

(x) **"Test / Trial"** means such tests as are prescribed in specifications of Main engines, Gear Boxes, ASD, Steering system and all other machineries / systems / items installed onboard.

(xi) **L1** means the bidder whose tender is the lowest.

(xii) **"Spare Parts"** means the parts used to carry out maintenance of machineries of the vessels as mentioned in Section - VIII.

(xiii) **Integrity Pact** means the pre-bid pre-contract agreement as per the format in Form - 6 which should be signed between the purchaser and the tenderer as required for tenders of Government of India.

Abbreviations:

BG	Bank Guarantee
CBEC	Central Board of Excise & Customs
CCAMC	Centralised Comprehensive Annual Maintenance Contract
CD	Custom Duty
EMD	Earnest Money Deposit
GCC	General Conditions of Contract
GIT	General Instructions to Tenderers
GPS	Global Positioning System
GOI	Government of India
GRP	Glass Reinforced Plastic
LD	Liquidated Damages
GNIT	Global Notice Inviting Tenders
OEM	Original Equipment Manufacturer

3. **Language of Tender.** The tender and all subsequent correspondence shall be in English.

4. **Eligible Tenderers.** Only Tenderers who fulfill the qualification criteria specified in Section II, III & V are eligible to apply.

5. **Tendering Expense.** The tenderer shall bear all costs and expenditure incurred and / or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The Purchaser will, in no case be responsible or liable for any such cost, expenditure, etc. regardless of the conduct or outcome of the tendering process.

B. TENDER ENQUIRY DOCUMENTS

1. Content of Tender Enquiry Documents

(a) In addition to Section I - Global Notice Inviting Tender (GNIT), the tender enquiry documents for the CCAMC for the 22 Category-II vessels

include:

- Section II - General Instructions to Tenderers (GIT).
- Section III - Instructions and General Terms and Conditions for Bidders.
- Section IV - Port of deployment of vessels.
- Section V - Qualification criteria.
- Section VI - Price Schedule.
- Section VII - Technical Specifications.
- Section VIII - Scope of work.
- Section IX - Date of effectiveness and validity of CCAMC.
- Section X - Procedural aspects relating to attendance of maintenance Schedule and repairs / rectification of defects under CCAMC.
- Section XI - Contract price, terms of payment and price adjustment.
- Section XII - Conditions for termination of CCAMC.
- Section XIII - Arbitration and Jurisdiction in respect of CCAMC.
- Section XIV - Part-I: General information on Shipyard / Company and Management.
- Section XV - Form-I - Tender Form
Form-2 - Price Bid
Form-3 - Bank Guarantee Form for EMD
Form-4 - Bank Guarantee Form for Performance Security
Form 5 - Manufacturer's / OEM's Authorisation Form
Form-6 - Pre Contract Integrity Pact
Form-7 - Letter of Comfort from Bank (for Indian Bidders not having positive networth in the immediately preceding Financial year)

(b) Details of the AMC services to be provided, the terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and conditions, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. Tenderers are expected to examine all these details before submitting their tenders.

2. Amendments to Tender Enquiry Documents

(a) Purchaser may, at any time prior to the deadline for submission of tenders, for any reason, whether at his own initiative or in response to a clarification requested by a prospective tenderer, modify the Tender Documents by issuance of Addenda or Corrigenda. They can be downloaded from the website www.cbec.gov.in or <http://eprocure.gov.in> or www.dolcbec.gov.in

(b) All such amendments shall be binding on the tenderer. The tender document shall be deemed to be amended only by way of the amendments mentioned above. Any other communication issued to the Tenderers shall not be construed as an amendment to the Tender Documents.

(c) In order to give the prospective tenderer reasonable time to prepare their tenders as per the amendment, the Purchaser may, at its discretion extend the

deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

3. Integrity Pact. Prospective Tenderers have to sign a pre-bid, Pre-Contract Agreement called the Integrity Pact as per the format given in Form - 6 with the purchaser before submitting their tenders and in any case, at least two days prior to the last date for submission of tenders. For this purpose, they should send a letter or fax well in advance seeking a convenient date and time.

4. Clarifications on Tender Enquiry Documents.

(a) Prospective Tenderers seeking clarifications on the tender document should submit their queries online by 12.02.2018 upto 1500 hrs. These queries would be answered in the pre-bid conference.

(b) A Pre-Bid conference will be held on 15.02.2018 at **1100 hrs** in the office of the Commissioner, Directorate of Logistics, 4th Floor, 'A' Wing, Lok Nayak Bhawan, Khan Market, New Delhi 110511. Tenderers or their authorized representative(s) may attend the Pre-bid conference. The authorized representative(s) who attend the Pre-Bid Conference should bring with them letters of authority from the tenderer they represent.

(c) All clarifications provided at or in connection with the pre-bid conference shall be uploaded on the departmental website www.eprocure.gov.in. No queries and requests for clarifications will be entertained after the Pre-Bid Conference.

C. PREPARATION OF E-TENDER

1. Documents comprising the tender

(a) The e-tender shall be submitted online at Government of India's Central Public Procurement Portal, <http://eprocure.gov.in>. The tender shall be submitted in two covers, First cover will contain Technical Bid and second cover will contain Price Bid. The detailed instructions on e-tender online bid submission are given at Section-XV of the tender document.

(b) Technical Bid i.e. first cover, shall, *inter-alia*, contain the following:

(i) Scanned copy of Tender fee as per instructions given in Section I (GNIT).

(ii) Scanned copy of Earnest money furnished in accordance with clause C (4) (a) of this section or documentary evidence as per clause C (4) (b) for claiming exemption from payment of earnest money.

(iii) Tender Form as per Form-1 of Section XV.

(iv) Documentary evidence, establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if it's tender is accepted. The documentary evidence needed to establish the tenderer's

qualifications shall be:

- (aa) The tenderer has to procure spare parts which are manufactured by the OEMs of the equipment and machineries fitted onboard Category-II boats. The tenderer shall submit the manufacturer's authorization letter / MoU agreeing to supply of requisite spare parts and technical support to the tenderer, to this effect as per the standard format provided under Form-5 of Section XV in this document.
- (ab) In case the spare parts are to be procured from an agent stationed in India, fully equipped and able to supply the spare parts and technical support to carry out the required CCAMC as per contract, a documentary proof of the agent being the OEM's authorised representative in India and further arrangement for supply of spare parts to tenderer is to be submitted.
- (ac) The tenderer has the required financial, technical and maintenance capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section II, III & V of this document.
- (ad) In case the dry docking facility to carry out underwater maintenance of the vessels is not available with the tenderer, the documentary proof for the arrangements made with the dry docking authorities to carry out underwater maintenance of the vessels, atleast once every 12 months, is to be submitted.
- (v) Power of Attorney of firm / resolution of Board of Directors of company for person authorized to submit Tender bid under his Digital Signature;
- (vi) Copies of documents defining constitution and legal status of the tenderer;
- (vii) Copies of fax messages and letters sent and received during the Tender period;
- (viii) Certified published annual reports for the last three years showing the turnover and financial results of the Tenderer;
- (ix) Documentary proof to show that the tenderer is in the business of maintaining and repairing similar vessels including equipment and machineries fitted onboard, at least for the last three years.
- (x) Instructions as per Section XV Please Note -
 - (aa) The tender is required to be submitted online by a person having digital signature issued by any Certifying Agency. If the

tender is submitted by a proprietary or partnership firm, all the documents are required to be signed and stamped on every page. In the event of the Tender being submitted by a partnership firm, it should be signed separately by each partner thereof, or in the event of the absence of any partner, it should be signed on his behalf by a person holding a power of attorney authorizing him to do so. Such power of attorney, duly notarized should be submitted with the Tender, and it should clearly mention the registration / incorporation particulars of the firm. In the case of a company, the tender should be signed by person(s) authorized by a resolution of the Board of Directors of the Company. A copy of the relevant resolution, certified by the company Secretary shall be enclosed. Further, in the case of company, Board of Directors needs to authorize individual to obtain digital signature to represent the company. Scanned copy of this authorization is also required to be uploaded.

(ab) The Tenderers may also enclose with their tenders, technical literature and documents other than requested in tender, as and if considered necessary by them.

(xi) Price bid shall be as per pro-forma given in Form 2 Section XV of the Tender document.

(xii) Indication of the bid price in the Technical bid directly or indirectly will render the entire bid invalid.

Note. A tenderer, who does not fulfill any of the above requirements and / or gives evasive information / reply against any such requirement, shall be liable to be ignored and rejected.

2. Tender currencies

(a) Tender price may be quoted in Indian rupees only. The price should be quoted both in figures and in words, in such a way that interpolation is not possible.

(b) Commission for Indian Agent, if any payable by the tenderer, should be indicated in the price schedule in Indian Rupees only.

(c) The Contract Price shall be firm and fixed for the entire duration of the contract and not be subjected to any adjustment in respect of rise or fall in the cost of labour, materials, currency rate variation, devaluation or any other matter having implication on the cost of the execution of the Contract and adjustments for subsequent legislation that may occur in the country of the bidder, changes to any national or state statute, ordinance, decree, law, regulation or by law which causes addition or reduction.

(d) Tenders, where prices are quoted in any other way shall be treated as

unresponsive and rejected.

3. Contract Price. The Contract Price shall be the total cost for providing CCAMC for 5 years for all 22 in no. vessels as per Scope of Work as mentioned in Section - VIII. This price shall be firm and fixed and not subject to any variation except in cases, where the rate of applicable taxes payable in India undergoes a change. These taxes shall be paid as per actuals.

4. Earnest Money Deposit (EMD)

(a) The earnest money is required to protect the Purchaser against the Tenderer withdrawing or altering its bid during the validity period and it shall be of Rs. 42,00,000/- (Rupees Forty Two Lakh only). Requisite EMD must accompany with the tender. EMD is required to be submitted at Directorate of Logistics, New Delhi by **16.03.2018 at 1300 hrs.** Scanned copy of EMD is required to be uploaded along with Technical bid.

(b) The tenderers, who are currently registered and also, will continue to remain registered during the tender validity period with National Small Industries Corporation, New Delhi are exempted from payment of earnest money. In case, the tenderer falls in these categories, they should furnish certified copy of its valid registration details (with NSIC).

(c) The earnest money deposit shall be furnished in the form of Bank Guarantee from a Scheduled Commercial Bank as per format given in Form-3 of the Section XV of this document.

(d) The earnest money deposit shall be valid for a period of 45 days beyond the validity period of the tender.

(e) Unsuccessful Tenderer's earnest money deposit will be returned, without any interest, to them not later than 45 days, after the expiry of the tender validity period. Successful Tenderers earnest money will be returned without any interest, after receipt of performance security from that tenderer.

(f) Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender. The successful Tenderer's earnest money will be forfeited, if it fails to furnish the required performance security within the specified period.

5. Tender Validity

(a) The tender shall remain valid for acceptance for a period of 180 days (One Hundred Eighty days) from the date of tender opening prescribed in the tender document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.

(b) In exceptional cases, the tenderer may be requested by the Purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by e-mail or fax followed by signed hard copy delivered by hand / post / courier. The Tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly.

(c) In case, the day up to which the tenders are to remain valid falls on / subsequently declared a holiday or closed day for the Purchaser, the tender validity shall automatically be extended up to the next working day.

6. Instructions on e-tenders

(a) The Tenderers shall submit their tenders as per Clause C (1) of this section.

(b) Tender documents may be downloaded from Central Public Procurement Portal (CPPP) website: <https://www.eprocure.gov.in>.

(c) Tender Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Hard copy of the Technical bid of the tender will not be accepted until it is sent through online.

(d) Tenderers are advised to follow the instructions provided in the - *Instructions to the Tenderers / Contractors for the e-submission of the bids online through the Central Public Procurement Portal for procurement at <https://eprocure.gov.in/eprocure/app>*. For the convenience of the bidders, the instructions for online bid submission are also given at Form 1 Section XV of this tender document.

(e) Tenderers are requested to note that they should necessarily submit their Price bids in the format provided and no other format is acceptable.

(f) The server time (which is displayed on the Tenderers / dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the Tenderers, opening of bids etc. The Tenderers should follow this time during bid submission.

(g) All the documents being submitted by the Tenderers would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.

(h) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

(j) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

(k) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for meetings in respect of this tender.

(l) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority.

(m) The Tenderer shall submit technical proposal as per the Tender form (Form 1 of Section-XV) along with all necessary enclosures and Price Bid as per the Price Schedule given in Section XV of the Tender document.

(n) The tenderer shall quote the price strictly as per the Pro-forma specified in Form 2, Section XV.

D. SUBMISSION OF TENDERS

1. Alteration and Withdrawal of Tender

(a) The tenderer, after submitting its tender, is permitted to alter / modify its tender so long as such alterations / modifications are done within the deadline for online submission of tenders.

(b) No tender can be withdrawn after the deadline for online submission of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the tenderer in its tender.

E. TENDER OPENING

1. Opening of E-Tenders

(a) The Purchaser will open the Technical bids at **1500 hours on 16.03.2018**. In case, the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the Purchaser, the tenders will be opened at the appointed time and place on the next working day.

(b) Physical presence of the bidder at the time of opening of the tender will not be essential in the e-tendering process. At the appointed time, the bid openers would open the bids online and the details of technical bids offered by the bidders would be known to all bidders on the CPP Portal.

(c) The first cover, i.e., Technical bids will be opened first. These bids will

be scrutinized and evaluated with reference to parameters prescribed in the tender document.

(d) The second cover, i.e. price bids of only technically acceptable offers shall be opened and evaluated. The price bids of all the Tenderers, whose technical proposals have been found acceptable, will be opened online. Presence of bidders is not required at the time of opening of the Price Bids.

F. SCRUTINY AND EVALUATION OF TENDERS

1. Basic Principle

(a) Tenders will be evaluated on the basis of the terms & conditions already incorporated in the tender enquiry document, and amendments, if any, based on which tenders have been received and the terms, conditions, etc. mentioned by the Tenderers in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

(b) The Purchaser reserves the right to have the financial and other data / credentials claimed by the tenderer verified independently, if necessary, by a third party. If the data / credentials furnished are found to be incorrect, the Purchaser will reject the particular Tender summarily. The Purchaser also reserves the right to reject any Tender submitted by a party, if it comes to know suo moto of any adverse reports on the financial condition of the tenderer.

2. Preliminary Scrutiny of Tenders. The tenders will first be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions, etc. as prescribed in the tender enquiry document. The tenders, who do not meet the basic requirements, are liable to be treated as unresponsive and ignored.

3. Minor Infirmary / Irregularity / Non-Conformity. If during the preliminary examination, the Purchaser finds any minor infirmity and / or irregularity and / or non-conformity in a tender, the Purchaser may waive the same provided, it does not constitute any material deviation and has no financial impact and, also, does not prejudice or affect the ranking order of the Tenderers. Wherever necessary, the Purchaser will convey its observation on such minor issues to the tenderer by registered / speed post etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

4. Discrepancy in Prices

(a) If, in the price structure quoted by a tenderer, there is discrepancy between the year wise price and the total price (which is obtained by adding the price of all 5 years), the year wise price shall prevail and the total price corrected accordingly, unless the Purchaser feels that the tenderer has made a

mistake in placing the decimal point in the year wise price, in which case the total price as quoted shall prevail over the year wise price and the year wise price corrected accordingly.

(b) If there is an error in a total price, which has been worked out through addition and / or subtraction of subtotals, the subtotals shall prevail and the total corrected.

(c) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to Clause F, Sub Clause 4 (a) and (b) above.

(d) If, as per the judgment of the Purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of the Purchaser, the tender is liable to be ignored.

5. Qualification Criteria. Tenders of the Tenderers, who do not meet the qualification requirements prescribed in Sections II, III & V will be treated as unresponsive and will not be considered further.

6. Contacting the Purchaser

(a) From the time of submission of tender to the time of awarding the contract, if the tenderer needs to contact the Purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.

(b) In case, a tenderer attempts to influence the Purchaser in his / her decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by the Purchaser.

G. AWARD OF CONTRACT

1. Purchaser's Right to accept any Tender and to reject any or All Tenders

(a) The Purchaser reserves the right to accept in part or in full any tender or reject any tender without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.

(b) The Purchaser reserves the right to disqualify any one or more Tenderers on the grounds of national security and public interest.

2. Evaluation and Award Criteria

(a) Technical bids will be evaluated on the basis of information and data

provided in the bids. The Tender Evaluation Committee (TEC) will evaluate the Technical bids of the Tenderers, who fulfill qualification criteria laid down in Sections II, III & V.

(b) After technical evaluation of the offers and which are in conformity with the requirement, the technical bids submitted by the Tenderers shall be accepted. Price bids of the Tenderers, whose technical bids are accepted, shall be opened.

(c) The lowest tenderer (L1) shall be determined on the basis of the sum total of the following, as per the weightage specified against each:-

(i) Total cost of the CCAMC for 05 years for 22 in number boats = 95%

(ii) Cost for undertaking monthly visit for ensuring keep alive policy for a boat rendered non-operational as per Clause 12 of Section VIII = 5%

(d) For addressing overhaul / repairs indicated in Clause 5 of Section VIII, the following criteria will be followed:

(i) The tenderers are to quote item wise cost breakdown of list of spares, required for undertaking overhaul / repairs indicated in Clause 12 as mentioned in Section VIII along with labour / other charges for the main machinery & equipment viz. main engines, genset, gear boxes, air conditioning plants, Radar, GPS, electronic control of engines & instrumentation, hydraulic steering systems (ASD Drive) and repairs to Hull structure (unit area in sq ft) along with the financial bid, but separately. The L1 price for these spares / services, thus quoted, will be benchmarked and subsequent procurement of spares for such repairs and overhauls, as mentioned in Clause 12 of Section VIII, from the AMC contractor will be based on these prices. The prices so benchmarked shall remain firm and fixed throughout the duration of the contract and the AMC contractor shall be bound to follow the L1 price for these spares / services even, if the said contractor had not quoted such L1 price.

(ii) In case the L1 firm does not agree to this, the Purchaser has the right to invite L2 firm to match the price offered by the L1 firm for CCAMC, cost of monthly visit for ensuring keep alive policy and for providing spares & services etc. for overhaul / repairs at the benchmarked price.

(e) The qualified Indian bidders will have a "Right of First Refusal" to enable them to match the evaluated lowest price offered by the foreign bidder, if any. The lowest evaluated Indian bidder amongst the qualified bidders will be offered the Right of First Refusal against the foreign bidder, and in case of his inability to match the evaluated lowest price, the next higher evaluated Indian Bidder will be given the offer and so on.

(f) Subject to the above clauses, the contract will be awarded to the lowest

evaluated responsive tenderer decided by the Purchaser in terms of this clause.

3. Notification of Award. Before expiry of the tender validity period, the Purchaser will notify the successful tenderer(s) online as well as in writing, by registered / speed post or by fax / telex / cable. The successful tenderer(s) must furnish to the purchaser the performance security within **twenty one days** from the date of the notification (details of the performance security are in Clause 29 of Section III, SCC).

4. Issue of Contract.

(a) After notification of award, the Purchaser will mail the contract form to the successful tenderer by registered / speed post for signing.

(b) Preferably, within fifteen days from the date of the award, contract / agreement will be signed between AMC Contractor and Purchaser in the office of the Purchaser at mutually convenient time and date.

5. Non-receipt of Performance Security and Contract by the Purchaser.

Failure of the successful tenderer in providing performance security and / or returning the contract copy duly signed in terms of Clause G, Sub Clause 4 above shall make the tenderer liable for forfeiture of its EMD and, also, for further actions by the Purchaser against it.

6. Publication of Tender Result. The name and address of the successful tenderer(s) receiving the contract(s) will be displayed on the notice board of the Directorate of Logistics and also on the web site of the Purchaser *www.cbec.gov.in* or *https://.eprocure.gov.in ;www.dolcbec.gov.in*.

SECTION - III**OTHER INSTRUCTIONS AND SPECIAL CONDITIONS OF THE CONTRACT**
(SCC)

1. Only those firms, which have the expertise and experience in the field of maintenance of GRP Hull boats installed with Main engines, Genset, Gear boxes, Air conditioning plants, Radar, GPS, echo sounder, electronic control of engines, instrumentation, hydraulic steering systems, tanks, fresh water, sea water and bilge pumps and other associated systems, machineries and items including fixed and portable fire-fighting systems fitted onboard or having their arrangement with the original manufacturers of the boat, or the original boat manufacturers themselves or manufacturers of such similar boats or repairing agency having experience, are eligible to submit tenders. Indian bidders should either be a company registered under Indian Companies Act, or a partnership firm registered under the Indian Partnership Act or a sole proprietary concern registered with the local authority under the applicable laws. The tenderers are also required to have necessary arrangements in place, by way of a MoU, valid for atleast 08 years from the closing date for submission of this tender, with the respective OEMs / authorized Indian reps of the OEMs of the major equipment and machineries fitted onboard to ensure supply of genuine spares for the maintenance / repairs of the subject boats.
2. The tender should be submitted in prescribed form only.
3. The tender Form is enclosed as Form 1 at Section XV, Form for submission of the 'Technical Bid'. Form for submission of the 'Commercial Bid', i.e., 'Price Bid' is enclosed as Form 2 at Section XV.
4. Bid must be accompanied by an Earnest Money Deposit (EMD) for Rs.42,00,000/- (Rupees Forty Two Lakhs only) in the form of **Demand Draft/ Bankers Cheque / Fixed Deposit receipt / Bank Guarantee** from any scheduled commercial bank in India, in favour of the **"PAO, O/o the Pr. C.C.A., C.B.E.C., New Delhi"**. If EMD is submitted in a form of bank guarantee, it shall be in the format given in Form 3, Section XV. The earnest money shall be valid for a period of 45 days beyond the validity period of the tender. The tender without the requisite EMD shall be rejected. No interest shall be paid on the EMD by the Directorate of Logistics.
5. The proposal (i.e., Bid) must consist of two separate sealed envelopes as follows:
 - (A) The **first envelope** must enclose following documents and must be marked in bold letter as **'GNIT FOR CCAMC of 22 Category-II Vessels - TECHNICAL BID'**:-
 - (i) EMD of Rs.42,00,000/- (Rupees Forty Two Lakhs only) in the form of Banker's cheque / Demand draft / Fixed Deposit Receipt / Bank Guarantee as per format given in Form 3.
 - (ii) Tender form fee of Rs.5,000/- in the form of Demand Draft / Banker's cheque in case the tender document is downloaded from website or photocopy of the receipt of cash payment of Rs.5,000/- issued from the Directorate of Logistics.

- (iii) Form 1 at Section XV, i.e., duly filled in prescribed form of Technical Bid.
- (iv) Documentary proof in respect of the current AMC of the GRP Boats installed with machineries mentioned above / similar machineries, for different organization in each of the years 2014-15, 2015-16 and 2016-17. Documentary proof of being original manufacturer of these boats or manufacturer of such similar boats and for the arrangements (MoU) made with OEMs of machineries & equipment fitted onboard / repairing agencies having infrastructure in maintenance of similar vessels and dry docking authorities in India.
- (v) In case, an Indian tenderer does not have a positive net worth, as required during the immediate preceding financial year, it should provide a Letter of Comfort from its Banks / lending institutions indicating to provide necessary financial support (at least 60% of the value of contract) to execute the project as per Form -7 of Section XV.
- (vi) Performance certificate for rendering satisfactory service in respect of Maintenance Contracts handled by the bidder in each of the last three years.
- (vii) PAN / TAN allotted to the company / firm by the Income Tax Department.
- (viii) Service Tax registration with the Customs and Central Excise department.
- (ix) A certificate to the effect that the company / firm is in the business of providing Comprehensive Annual Maintenance of GRP Boats installed with similar type of machinery during the previous 3 financial years, i.e., 2014-15, 2015-16 and 2016-17.
- (x) Proof of registration as Company / Firm.
- (xi) Copy of Income Tax returns filed during last three years, i.e., 2014-15, 2015-16 and 2016-17
- (xii) Authorization for signing the tender document/bids.
- (xiii) The details of the establishment / set up of the organization of the Tenderer in India in general and abroad, if any.
- (xiv) The information along with documentary proofs in the form of certificate on technical expertise and experience / capability in repairs and maintenance of vessels along with the technical qualification / experience of the service engineers and technicians.
- (xv) Any other document in support of technical details and eligibility criteria.

(B) The **Second Envelope** must enclose the Financial proposal as per Form 2 of Section XV, i.e., duly filled in prescribed form for 'Commercial Bid'/ 'Price Bid' and must be marked in bold as "**GNIT FOR CCAMC of 22 Category-II Vessels – COMMERCIAL BID**". Following is to be ensured in the Commercial bid:-

(i) The tenderer shall quote for CCAMC per annum per vessel and total cost of all 22 vessels, year wise and total for 5 years as per tender including cost of spares and labour for undertaking routine maintenance, emergency / breakdown repairs and cost of oil, coolant, batteries, dry docking, Hull paint, corrosion anodes and logistic support like shifting of vessel from the port of deployment to the dry dock (to & fro), cranes etc. to carry out routines as per Section-VIII.

(ii) Further, cost of Dry Docking including under water routines on machinery and hull (in case department requires to dry dock on its own cost / Force Majeure) and the cost of monthly visit for the vessels (for ensuring keep alive policy for the boat and machineries / equipment fitted onboard), which remain non-operational due to any reason are also be provided separately. The Charges quoted shall be exclusive of Service tax and any other applicable tax / cess, if any, which will be reimbursed as per actuals on production of proof of payments.

(iii) In addition, item wise cost breakdown of list of spares, required for undertaking overhaul / repairs indicated in Clause 12 as mentioned in Section VIII along with labour / other charges for the main machinery & equipment viz. main engines, genset, gear boxes, air conditioning plants, Radar, GPS, electronic control of engines & instrumentation, hydraulic steering systems (ASD Drive) and repairs to Hull structure (unit area in sq ft) also needs to be provided by the tenderers along with the financial bid, however separately.

(iv) The L1 price for these spares / services, thus quoted, will be benchmarked and subsequent procurement of spares for such repairs and overhauls, as mentioned in Clause 12 of Section VIII, from the AMC contractor will be based on these prices.

(v) The prices so benchmarked shall remain firm and fixed throughout the duration of the contract and the AMC contractor shall be bound to follow the L1 price for these spares / services even if the said contractor had not quoted such L1 price.

6. No deviation from above pattern would be allowed. However, if there are any compelling reasons for any deviation, the same may be specifically spelt out. All amounts should be rounded off and quoted only in Indian Rupees. Special care should be taken to write the amounts. They should be written both in figures as well as in words, in such a way that there is no ambiguity. In case of ambiguity in the amounts quoted in figures & words, the minimum amount quoted either in words or figures shall be taken as amounts quoted for the bid.

7. No price details should be given in the envelope containing Technical Bid. Violation

of this will result in invalidation of the tender. Each tenderer shall submit only one offer under Technical Bid. Alternate offers under Technical Bid will not be entertained.

8. In case, any Tenderer participating in this tender submits false information, the tender submitted by such Tenderer shall be rejected and EMD submitted by the tenderer will be forfeited.

9. In the event of the tender being submitted by a partnership firm, it should be signed separately by each partner thereof, or in the event of the absence of any partner, by a person holding a power of attorney authorizing him to do so. Such power of attorney to be produced with the tender and it must establish that the firm is duly registered.

10. Tender submitted by a Company should be signed by a person duly authorised under the Company Law. Each and every signature shall be witnessed separately.

11. The Tenderer should sign each page of the tender documents. A person signing the tender or any other documents in respect of the contract on behalf of the tenderer without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the tenderer. If it is discovered at any point of time that the person signing so had no authority to do so, the Directorate may, without prejudice to any other right or remedy, cancel the contract and get this work done at the risk and cost of such person and hold such person liable to the Directorate for all costs and damages arising from the cancellation of the contract including any loss which the Directorate may sustain on account of such arrangement.

12. The proposal must contain no interlineations or overwriting except as necessary to correct errors made by the concerned themselves, in which case such corrections must be initialed by the person or persons signing the proposal.

13. While submitting the bid, the bidder shall be deemed to have read, understood and accepted all the terms and conditions stated in this Tender Document.

14. Silence or use of the word "Noted" against any of the terms & condition in the Global Notice Inviting Tender shall mean tenderer agrees to comply with that/those conditions of GNIT.

15. Conditional tenders are liable to be rejected.

16. No advance payment shall be made.

17. The payment of CCAMC claims shall be made in Indian Rupees on completion of each quarter subject to satisfaction of user Commissionerates and this Directorate. It will be mandatory for the AMC Contractor to indicate their **bank account numbers and other relevant e-payment details**, so that payments could be made through ECS / EFT mechanism instead of payment through cheques, wherever feasible. A copy of model mandate form prescribed by the RBI is to be submitted by the AMC Contractor for receiving payments through ECS.

18. **Submission of Proposal.** Sealed Tenders containing two sealed envelopes one each for the Technical Bid and Commercial Bid, marked with "GNIT FOR CCAMC of 22 Category-II Vessels - TECHNICAL BID" and 'GNIT FOR CCAMC of 22 Category-II

Vessels - COMMERCIAL BID”, respectively, on the envelopes. The tenders have to be submitted online up to **1300 hours on 15.03.2018**. No tender will be received offline by the Directorate.

19. The sealed Tender and the envelope marked with “GNIT FOR CCAMC of 22 Category-II Vessels - TECHNICAL BID” will be opened by the authorized officer of the Directorate of Logistics online at **1500 hours on 16.03.2018**.

20. Directorate reserves the right to have financial and other data / credentials claimed by the bidder verified independently and for this, may also direct visit of officers under Customs & Central Excise Administration to establishments of the tenderer to verify the above and to reject summarily the tender, if the same are found to be false or incorrect.

21. Evaluation of the Technical Bids shall be carried out by Committee, nominated by the competent authority, to assess eligibility of the Tenderers and decide on the Tenderers who have qualified for opening of the Commercial Bid.

22. The Commercial Bids of the qualified Tenderers will be opened online by the officers, nominated by the competent authority. The Commercial Bids will be evaluated by a Committee, nominated by the competent authority.

23. The acceptance and rejection of a tender will rest entirely with the Directorate, who does not bind himself / herself to accept the lowest tender and reserves the right to withdraw the offer / split the order, modify and/ or cancel the tender without assigning any reasons whatsoever. All the tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.

24. Canvassing or influencing directly or indirectly in connection with tender is strictly prohibited and the tender submitted by the bidder, who resorts to canvassing / influencing, will be liable to rejection.

25. On acceptance of the tender, the name, address and phone No. of the accredited representative (s) of the Tenderer who would be responsible for taking instructions from the Directorate of Logistics, shall be communicated to this office within 10 days of the acceptance of tender.

26. Unsuccessful bidder’s earnest money will be returned, without any interest, to them not later than 45 days after the expiry of the tender validity period. Successful bidder’s earnest money will be returned without any interest, after receipt of the Bank Guarantee equivalent to 10% of the total CCAMC charges for one year renewable every year.

27. The tender shall remain open for acceptance for a period of 180 (**one hundred and eighty**) days from the date of opening of the tender. If any tenderer withdraws their tender before this period or makes any modification in the terms and conditions of the tender which are not acceptable to the Department, The Commissioner, Directorate of Logistics, Customs and Central Excise, New Delhi, without prejudice to any other right or remedy, shall be at liberty to forfeit the EMD of such tenderer.

28. The successful tenderer would be required to enter into a Centralised Comprehensive Annual Maintenance Contract with the Directorate of Logistics for a period of five years from the date of signing of the contract and repair the vessels of the user Commissionerates

deployed at east and west coast as mentioned in Section IV.

29. The successful tenderer would be required to furnish a Bank guarantee by a Nationalised scheduled commercial bank for a sum equivalent to 10% of the total cost of the contract for one year as per Form 4 and renewable every year.

30. Fall clause If the AMC contractor reduces its price or sells or even offers to sell the CCAMC following conditions of sale similar to those of the present CCAMC, at a price lower than the CCAMC price, to any person or organization during the currency of the CCAMC, the CCAMC price will be automatically reduced with effect from that date for all the subsequent supplies / services under the CCAMC and the CCAMC amended accordingly.

31. Risk & Expense clause

(a) Should the stores / services or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores / services or any installment thereof, the Purchaser shall after granting the AMC Contractor 45 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.

(b) Should the stores / services or any installment thereof not perform in accordance with the specifications / parameters provided by the AMC Contractor during the check proof tests to be done in the Purchaser's country, the Purchaser 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.

(c) In case of a material breach that was not remedied within 45 days, the Purchaser shall, having given the right of first refusal to the AMC Contractor be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-

(i) Such default.

(ii) In the event of the contract being wholly determined the balance of the stores / services remaining to be delivered there under.

(d) Any excess of the purchase price, cost of manufacturer, or value of any stores / services procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the AMC Contractor.

32. Repeat Order Clause The Purchaser may extend the CCAMC upto a period of 50% of CCAMC under the present contract / service within six months from the date of successful completion of this contract, the cost, terms & conditions remaining the same. The bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Purchaser to place the Repeat order or not.

SECTION - IV

PORT OF DEPLOYMENT OF CATEGORY-II VESSELS

Sl. No.	Coastal area	Number of vessel deployed
1.	Western Coast Region	15
2.	Eastern Coast Region	7

Note: Actual Port of deployment of the vessels, their running hours etc. can be obtained from Directorate of Logistics, New Delhi. However, the deployment is subject to change at the sole discretion of the Directorate.

SECTION - V

QUALIFICATION CRITERIA

Technical Bid

1. Basic Qualification of Tenderers who can Bid.

- (a) Original manufacturers of these boats.
- (b) Manufacturers of such / similar type of vessels with GRP Hull and fitted with main machineries & equipment similar to the subject boats.
- (c) Other interested parties having experience & expertise in providing maintenance for such vessels fitted with equipment and machineries as specified in the tender.

2. Other Mandatory Qualification Criteria.

- (a) Average annual turnover of the tenderer should be at least Rs 5 Crores during the last three financial years i.e. 2014-15, 2015-16 and 2016-17 and should have a positive net worth during the immediate preceding financial year, i.e. 2016-17. Certified and published annual reports of the past three years viz 2014-15, 2015-16 and 2016-17 are to be submitted along with the tender. In case, Indian tenderer does not have a positive net worth as required during the immediate preceding financial year, it should provide a Letter of Comfort from its Banks / lending institutions indicating to provide necessary financial support (at least 60% of the value of contract) to execute the project as per Form -7.
- (b) The tenderers should have experience in maintenance of such vessels for the last 3 years. The tenderers should have an arrangement / MoU with the OEMs / authorised Indian vendors of the OEMs of main machineries and equipment, as specified in the tender, for supply of spares and technical support and the same needs to be submitted. The MoU should be valid for atleast 08 years from the closing date for the submission of this tender.
- (c) The tenderers should have a network in India to maintain the boats at all the locations where boats are deployed.
- (d) The tenderer shall fulfil all the conditions and attach required documentations that are mandatory upto the opening of the Technical Bid.
- (e) Tenderer shall offer one bid only. More than one bid, from the bidder by a combination of direct bid with the OEM, Individual company and through agent(s) shall not be permitted. An agent participating in the tender on behalf of the tenderer shall not be allowed to quote on behalf of another tenderer.

Financial / Commercial Bid.

- 3. In the Commercial bid the tenderer shall quote for CCAMC per annum per vessel,**

the total cost of all 22 vessels year wise and lumpsum Total for 5 years as per tender including cost of spares and labour for undertaking routine maintenance, emergency / breakdown repairs and cost of oil, coolant, batteries, dry docking, Hull paint, corrosion anodes and logistic support like shifting of vessel from the port of deployment to the dry dock (to & fro), cranes etc to carry out routines as per Section-VIII.

4. Further, the cost of monthly visit for the vessels (for ensuring keep alive policy for the boat and machineries / equipment fitted onboard), which remain non-operational due to any reason are also to be provided separately. The Charges quoted shall be exclusive of Service tax and Education Cess, if any, which will be reimbursed as per actuals on production of proof of payments.

5. The L1 for the CCAMC will be worked out as specified in Clause G, Sub Clause 2 (c), (d) & (e) of Section II under the heading Award of Contract.

SECTION - VI**PRICE SCHEDULE**

Sl. No.	Schedule	Page
1.	Part I - Price Schedule for CCAMC	As per format at Page 58
2.	Part II - Price Schedule for monthly visit to carry out routines for keep alive policy on machineries of non-operational boats.	As per format at Page 58
3.	Part III - Price Schedule for Dry docking, labour charges, crane, transportation etc. for undertaking overhaul / repairs categorized under Clause 12 of Section VIII and not covered explicitly under the CCAMC.	As per format at Page 59
4.	Part IV - Item wise cost breakdown of spares of all major machineries required for undertaking repairs etc / overhauls as mentioned in Clause 12 of Section VIII and not covered explicitly under the CCAMC.	As per format at Page 59

SECTION - VII

TECHNICAL SPECIFICATION

1. DESCRIPTION & FUNCTIONS OF THE CATEGORY-II BOATS

The boat is suitable for performing the following tasks at sea and in harbor:

- (a) Transport men and material
- (b) Boat Patrol
- (c) Transport boarding and landing party onto own vessel or ship's and shore.
- (d) Search and Rescue
- (e) General duties.

2. OTHER DETAILS

(A) CONSTRUCTION

- (i) The hull, deck and superstructure is manufactured using DNV approved, resins and reinforcement materials.
- (ii) 'E' Glass Fiber reinforcement of reputed make, approved by Classification Society is used for lay-ups.
- (iii) The Deck and Superstructure etc. is Single skin sandwich laminates.

(B) TANKS. Made of fibre and integrated to hull.

- (i) Fuel Tanks - 02, Total capacity 1906 ltrs.
- (ii) Fresh Water - 01, Total capacity 200 ltrs.

(C) STRUCTURAL FIRE PROTECTION. The whole surface above the waterline is coated with Class approved fire retardant resins / gel coats.

(D) PRINCIPAL PARTICULARS

Length overall	13.000 M
Length (Moulded)	12.79 M
Beam (MAX)	3.772 M
Displacement	13.663 Tonnes
Draft	0.867M
Fuel Capacity	1,906 Litres

Water Capacity	200 Litres
Displacement at Full Load	11.0 tonnes
Displacement at Half Load	9.35 tonnes
Main Engines	2 x Caterpillar C7 ACERT
Generator	1 x Cummins ONAN 11MDKBN-5873E
Gearboxes	2 x Twin Disc MGX - 5082 SC
Propulsion	2 x Arneson Drive ASD 10 BIL
Cruising Speed	20 knots
Maximum Speed	40 knots

(E) MAJOR EQUIPMENTS OUT FIT LIST

Sl. No.	Description	Qty	Make/ Model/ Spec
1.	Main Engines with Control System and other associated Systems	2 nos.	454 BHP Caterpillar C-7 ACERT, sea water cooled marine Diesel engines each coupled via gearboxes with electric start / stop and remote control with Electronic Control System.
2.	Gearboxes with other associated Systems	2 nos.	Twin Disc MG with ASD Drive ASD - 10 BIL
3.	Hydraulic Steering Gear with trim cylinders and other associated Systems	1 set	ASD Drive ASD - 10 BIL
4.	Genset	01	Cummins ONAN 11MDKBN-5873E
5.	Radar	01	Furuno (Model: 4010)
6.	Anchor Winch	01	Hydraulic anchor winch - 'Maxwell'
7.	Bollards	06	As per Classification society rules for such category of boats.
8.	Chain Locker	01	To accommodate Chain / rope
9.	Cables / Rope	01	As per Classification society rules for such category of boats.
10.	Handrails (Stainless Steel)	01	Hand / grab rails are fitted throughout accommodation and service areas for safety of personnel,

11.	Fendering	01	Rubber D-shape 200 mm heavy duty P.V.C. secured through Hull, using stainless steel insert backing plate with S.S. Fastenings at 200 mm spacing fender all around the Boat
12.	Ventilation: (i) Engine Room	04	One intake and one exhaust make Elta fans ltd with 230 V supply.
	(ii) Toilets	01	230 Volt extraction fan
13.	Refrigeration Galley	01	Full height domestic 230 Volt AC Fridge with freezer compartment
14.	Air-conditioning	04	230V AC operated Split type Marv air, Air conditioners
15.	RO Plant	01	Make: Sea Recovery Aqua Mini Model: 170 - 350 - 1 GPD
16.	Battery Charger	01	One heavy duty 24 volt battery charger automatically wired into the electrical system for battery starting. Make Scandvic
17.	Navigation Lights	06	Port, starboard, masthead, stern, anchor and NUC lights (24 volt)
18.	Search Light	01	A search light suitable for Patrol Vessels
19.	Magnetic Compass	01	A magnetic compass and binnacle containing an approved electromagnetic compass which is luminous or provided with suitable means of illumination in Wheel house and a repeater at Fly bridge.
20.	GPS	01	One composite GPS, Garmin
21.	Auto Pilot System	01	Furuno (Model: NAVPILOT-500)
22.	M.F/H.F. Radio	01	Garmin HF Radio 056010
23.	Colour Television and DVD Player	01	Samsung
24.	Public Address System	01	Furuno
25.	Chart Table	01	One chart table

26.	Satellite Communication System	01	Track Phon-252 (Model: 100100277)
27.	NAVTEX	01	NAVTEX NX-300 Furuno
28.	Electric Whistle / Horn	01	One twin electric / air-horn
29.	VHF radio	01	Garmin (Model: VHF 200i)
30.	Life Buoys	02	Two lifebuoys with 30 (m) buoyant life line, One of the life buoys having self igniting light.
31.	(i) Life Saving and Safety Gear	--	Float Switches
	(ii) Fire Fighting Equipments:	--	Portable extinguishers throughout vessel, as required Fixed fire fighting system in engine room Fire alarm and smoke detection
	(iii) Life rafts	02	06 persons capacity each
32.	Sea water Pump 1/3 HP	01	
33.	Manual Hand Pump	01	
34.	Sump Pump	01	

NOTE:

- (a) Items listed at Section VII Para 2(E) srl 1 - 5, 14, 20 - 22, 26, 27 & 28 would constitute as major machinery / equipment for which MoU with OEM is necessary.
- (b) Items at Srl 30 & 31 can be serviced only through any DG Shipping certified vendors or IACS viz, IRS, LRS etc.

SECTION - VIII**SCOPE OF WORK FOR CCAMC FOR 22 IN NUMBER CATEGORY-II VESSELS**

1. **The average running hours of the vessels is expected to be 800 hours / vessel / annum.**
2. The AMC shall comprise:
 - (A) Operational Repairs; AND
 - (B) Refit Repairs
3. Operational repairs will include monthly inspection, hourly maintenance schedule and emergency repairs/defect rectification excluding defects arising due to mishandling, accidents and Force Majeure but including defects arising out of use of spurious spares and faulty workmanship.
4. **Monthly Inspection:** The Monthly maintenance will include the following:
 - (a) Each and every vessel shall be inspected every month during the period this Annual Maintenance Contract is in force to check health status of all Machineries installed onboard.
 - (b) In these monthly inspections, defects reported by the Boat staff, if any, shall also be rectified. **In case in any month, the hourly maintenance routine and Refit repairs specified hereinafter becomes due, the same shall also be carried out alongwith the monthly inspection of the vessel.** During the monthly inspection of the vessels, the following items shall also be attended.
 - (i) **Air Conditioning Plants:**
 - (aa) Clean Air intake filters / **replace if defective.**
 - (ab) Check and clean Sea water strainer / **replace if defective.**
 - (ac) Clean water tray of condensate / **preserve the area from corrosion.**
 - (ad) Check for system leakages / electrical faults, if any, **rectify the defects & charge refrigerant if necessary.**
 - (ae) Ensure that the plants are fully operational in all respects.
 - (ii) **Gear Box**
 - (aa) Check zinc rods installed in heat exchanger, replace if necessary.
 - (ab) Check and clean strainer.
 - (ac) Check clutch pressure.
 - (iii) **Batteries**
 - (ab) Check health of batteries. **Replace if required.**

(ab) Clean & grease connector lugs.

5. **Hourly maintenance schedule:** The hourly maintenance schedule shall include:

Main Engine Caterpillar C – 7:	
Nature of routines	Description
Every 200 hourly	Inspect / clean after cooler condensate drain valve. Inspect / adjust / replace Alternator belt. Inspect-Auxiliary water pump and rectify defect if any. Check Battery Electrolyte level, replenish if required. Test /Add - cooling system supplemental coolant additive (SCA). Clean replace - engine air cleaner element. Clean engine crankcase breather. Change engine oil filter. Change Engine oil. Replace fuel system primary filter (water separator element). Replace fuel system secondary filter. Drain fuel tank water and sediment. Inspect / clean / tighten grounding stud. Inspect / replace hoses and clamps. Clean / inspect sea water strainer.
Every 600 hourly	Carry out 200 hourly routines. Replace closed crankcase ventilation fumes disposal filter. Inspect turbocharger.
Every 1000 hourly	Carry out 200 hourly routine. Clean / test after cooler core, rectify defect if any. Inspect / chemically clean heat exchanger. Check injector bolt torque. Check / clean Engine speed / timing sensors.
Every 2000 hourly	Carry out 1000 hourly routines. Inspect alternator, service if required. Replace cooling system water temperature regulator. Inspect crank shaft vibration damper. Inspect engine mounts. Inspect / adjust engine valve lash. Inspect engine valve rotators. Inspect starting motor, service if required. Inspect water pump, rectify defect if any.
Every 3000 hourly	Carry out 1000 hourly routines. Change cooling system coolant. Add cooling system coolant extender.
Every 6000 hourly	Carryout all 1000 and 2000 hourly routines Change cooling system coolant (ELC)
Or at the close of AMC period	Overhaul the engine

Gear Box - MG 5075	
Nature of routines	Description
Every 100 hourly	Remove and clean - suction strainer - at every oil change or sooner if necessary. Grease oil seals at the output end. Check - Heat exchanger zinc anodes.
Every 1000 hourly or six monthly	Change lub oil and filter element. Inspect - flexible input coupling. Check control system and replace defective parts. Inspect / chemically clean heat exchanger.
Overhaul	Bearing inspection and replacement during engine overhaul on completion of 6000 hours or at the close of AMC period whichever is earlier
Generator Cummins Onan 11 MDKBN-6996E	
Nature of Routines	Description
Every month / 100 hourly	Drain water from fuel filter. Inspect battery & battery connection. Check 'V' belt tension (Check for slippage - cracking and wear).
Every year / 200 hours	Inspect Siphon break. Change engine oil and oil filter.
Every 500 hourly	Replace fuel filters. Inspect zinc anode. Replace raw water impeller.
Every 800 hourly	Adjust engine valve lash. Inspect / chemically clean heat exchanger.
Every two years	Replace coolant, pressure cap and thermostat.
Every five years / 2000 hours	Inspect generator bearings.

Arneson Surface drive / power steering / power trim hydraulic system Maintenance check list	
After first 200 hours of operation	Oil change interval - as indicated by analysis. Hydraulic system - perform manual and emergency operation of power steering and power trim. Check propeller nut torque.
First 500 hours of operation but not to exceed 12 month period	Oil change interval - as indicated by analysis. Oil filter replacement. Hydraulic system - perform manual and emergency. operation of power steering and power trim. Check transom fasteners - socket, trim cylinder, steering cylinder. Check tightness of thrust ball retaining ring. Check propeller nut torque.
2000 hours	Oil change interval - as indicated by analysis. Hydraulic system - perform manual and emergency operation of power steering and power trim. Check transom fasteners - socket, trim cylinder, steering cylinder. Check tightness of thrust ball retaining ring. Check propeller.
Overhaul	A complete overhaul of the unit should be made at the same time that the engine is overhaul.

R.O. Plant

First fifty hours	First fifty hours new pump break in period high pressure pump oil change.
100 hours	Sea strainer - inspect and clean screen housing. Inspect and clean plankton filter.
Three months	Replace element of charcoal filter. Replace element fresh water flush charcoal briquette.
500 hours and annually	Change oil of high pressure pump.
2000 hours / as required	Replace seal kit / valve kit of high pressure pump. Replace lamp and clean quartz sleeve of U.V. sterilizer.
Low pressure <6 PSI	Replace pre-filter element.
As required when dirty	Clean inside of the clear tube of flow meter.
When production or salt rejection decrease by 10%	Clean element R.O. Membrane.

Note:- The decision to undertake overhauls, if not due as per running hours, will be based on the engine health monitoring to be undertaken with the help of Engine / Equipment OEM and recommendation of the Commissionerate. Same will be the case for overhauls for balance machinery also. The health monitoring will have to be got done by the AMC Contractor and is deemed to be covered in the AMC cost.

6. The hourly routines mentioned above shall be advanced / postponed to the nearest Refit repairs mentioned hereinafter. In case, in any particular month, the hourly schedule also becomes due alongwith the monthly inspection for that month, the hourly schedule will also have to be performed simultaneously.

7. The second part of AMC shall be Refit Repairs. For the purpose of clarity repairs is further categorised as below:-

- | | | | |
|-----|---------------|---|-----------------|
| (a) | Routine Refit | - | Every 6 months |
| (b) | Minor Refit | - | Every 12 months |
| (c) | Major Refit | - | Every 24 months |

8. **Each vessel has to be dry docked and Annual Routines have to be completed five times during the CCAMC i.e. atleast once every 12 months with 05 dry docks being completed within the total duration of the CCAMC.**

9. **REFIT REPAIRS.** The refit repairs shall be done at the intervals of **06, 12** and **24** months for duration of **15, 30** and **45** days, respectively. The AMC Contractor may undertake these repairs in a shorter duration, however, delay beyond the specified days will attract LD as applicable.

(A) **Routine Refit Repairs.** In the Routine Refit Repairs to be carried out after every 06 months, the following works are to be carried out:-

(i) **Hull / Underwater / Other General Routines.**

- (aa) Clean underwater hull, propellers and ASD drives.
- (ab) Check and Replace all under water hydraulic hoses, if necessary. Upslip, if warranted
- (ac) Check for leakage of oil from the thrust tube joint of the ASD drives and rectify, if required. Upslip, if warranted.
- (ad) Clean sea water strainers.
- (ae) Repair of minor damage to the hull.
- (af) Remove, repair and make good all underwater valves, grating.
- (ag) Check operation of Trim Cylinders, hydraulic cylinders and trim tab arrangement.
- (ah) Inspect anodes and replace the same, if required.
- (aj) Apply antifouling paint coating, if upslipped and warranted.
- (ak) Check operation of galley hot plates, fridge and entertainment equipment.
- (al) Check all circuit breakers and calibrate, if necessary.
- (am) Apply thermal grease on all electrical connections.
- (an) Service all electrical equipment and all navigational equipment viz Radar, GPS etc. Recalibrate all navigational equipment.
- (aq) Service motors of all fresh water, sea water and bilge pumps.
- (ar) Service all other pumps including W.C. pump.
- (as) Service windlass motor.
- (at) Check / repair and make good navigational sensors and pickups.

- (au) Check / Clean / repair / lubricate hinges, clips and retention catches of hatches, manholes and door. Care is to be taken that the rubber sealings are free from paint and grease.
 - (av) Look for looseness of handrails / screws / nuts & bolts. Tighten / replace, if corroded, **carry out repair, if required.**
 - (aw) **Check condition of d-fender, replace/ repair, if warranted.**
- (ii) **Air Conditioning plants.**
- (aa) Check protection system of Air Conditioning plants.
 - (ab) Check and clean water condenser.
- (iii) **R.O. Plant**
- (aa) Replace pre filter element.
 - (ab) Replace oil / water separator element.
 - (ac) Clean R.O. Membrane element.
 - (ad) Replace Charcoal filter.
 - (ae) Replace fresh water / charcoal element.
- (iv) **Up-slipping.** The boat shall only be up-slipped, if the cruising speed falls below 30 knots after undertaking the underwater hull cleaning and for rectification of those defects which may require up-slipping.

NOTE: **The duration of the 6 monthly Refit Repairs shall be 15 days.**

(B) **Minor Refit Repair.** Minor Refit Repairs shall be carried out after every 12 months, Up-slip of the boat shall be performed and all Routine Refit Repairs shall be performed. Minor Refits shall include the following:

- (i) **Hull / Underwater / Other General Routines.**
- (aa) All scope of work under half yearly Routine Refit repairs.
 - (ab) Inspect GRP hull for assessment of general condition, in terms of cracks, small chips, delamination etc. Repair minor damage to the hull, if required.
 - (ac) Remove, repair and make good all underwater valves, grating. Inspect anodes and replace, if required.
 - (ad) Apply antifouling paint coating.
 - (ae) Monitor the health status of all the machineries and carry out annual routine on all machineries, electronic and electrical configuration of the vessels that generally include instrumentation and controls, calibration of all main engine / gear box, genset & ASD drive sensors and check for correct operation of all protection devices.
 - (af) Refit of all electrical driven fresh water, sea water pumps.
 - (ag) Check and calibrate circuit breaker.
 - (ah) Check for continuity of conductors.
 - (aj) Check mountings of engines, Genset and alignments. **Replace if mounts are defective.**

- (ak) De-sludging, cleaning and painting of fuel and fresh water tanks.
 - (al) Replace joints of all the fresh water and fuel tanks.
 - (am) Paint Deck, machinery, Engine Room and interior of the vessel.
 - (an) Carry out annual routines on major fire fighting systems.
 - (ap) Check / Test all motors winding with meggar. Overhaul, if required.
 - (aq) Check / recalibration of all navigation equipment.
 - (ar) Inspect and varnish all furniture components.
 - (as) Recharge all fire extinguishers.
 - (at) Service both the life Rafts.
 - (au) Rubber beading / seals of all upper deck hatches / doors / windows / port holes to be inspected / replaced for water tight integrity.
 - (av) Inspect / Survey & paint anchor & anchor chain cable (as per DG shipping standards).
- (ii) **Air Conditioning plants.**
- (aa) Check protection system of Air Conditioning plants.
 - (ab) Check and clean water condenser.
 - (ac) Check and service sea water pump.
- (iii) **R.O. Plant.**
- (aa) Replace pre filter element.
 - (ab) Replace oil / water separator element.
 - (ac) Clean R.O. Membrane element.
 - (ad) Replace Charcoal filter.
 - (ae) Replace fresh water / charcoal element.
 - (af) Check & service sea water pump.
 - (ag) Clean salinity probes.
 - (ah) Replace PH neutralising cartridge.
 - (aj) Calibrate conductivity meter.

NOTE: **The duration of 12 monthly Minor Refit Repairs shall be 30 days.**

(C) **Major Refit Repairs.** Major Refit Repairs are to be carried out after every 24 months in which all Minor Refit Repairs of the vessel shall be performed. Major Refits shall further include the following:-

- (i) All scope of work under Minor Refit category.
- (ii) Replacement of all defective components excluding the heavy items like engines / propulsion system / Gear Box etc.
- (iii) Sand down under water hull to bare fiber, recoat with epoxy and repaint with proper antifouling paint. The current paint scheme being followed is as under:-

One coat Tie-Coat followed by two coats of Anti fouling.

Tie Coat - Sigmacover 525 of M/s PPG or Intergard 263 of M/s Akzo Nobel or Safe guard universal ES of M/s Jotun.

Antifouling (100 microns)–

M/s PPG	M/s Akzo Nobel	M/s Jotun
Sigma Alphagen 650 (Red Brown)	Intersmooth 360 (Dark Red / Dark Brown)	Seaquantum Ultra (Brown / Light Red / Red Brown / Dark Red

- (iv) Cleaning of Air trunkings of Air Conditioning system.
- (v) Dry cleaning of all the upholstery.
- (vi) Testing of motors windings with meggar, rewinding, if required.

NOTE: **The duration of the 24 monthly Major Refit Repair shall be 45 days.**

10. Spares / OEM Services / Tools & Tackles / Staff Requirements.

(a) All the spares / components as well as services of OEM reps required, if any, during Routine Refit, Minor Refit, Major Refit and emergency / breakdown repair shall be the responsibility of the AMC Contractor and deemed to be covered within the scope of the CCAMC. All hand tools, special tools, cleaning gear, lifting gear, paints, lubricants, coolants etc. are to be provided by the AMC Contractor at their own cost.

(b) All spare parts required for hourly routines, rectifying emergency / breakdown defects (except those falling under Clause 12 below), shall be supplied by AMC Contractor and deemed to be included in the CCAMC cost. The AMC Contractor is to supply these parts for operational repairs, routine refit repairs, minor refit repairs and major refit repairs as defined in Section VIII. Spares used during the repairs are to be purchased from authenticated sources only and purchase receipts to be produced to the Purchaser or his representative on demand. Additionally, all spares for boat engines, gear box, alternator, propulsion system, air conditioner and Navigation Equipment are to be mandatorily purchased from respective OEMs / authorized Indian reps of the OEMs only and receipts of the same to be produced to the Commissionerate staff prior fitment. The AMC Contractor is required to submit the complete list of mandatory and anticipatory list of spares. The AMC Contractor also has to indicate the rate list of spares which should be valid throughout the contract for Directorate to purchase on as required basis.

(c) All the work being undertaken onboard these boats is to be executed by qualified / trained / OEM certified service engineers only. The CCAMC staff should be adequately skilled to undertake CCAMC related work on various equipment. Further, damage to the machinery / equipment attributable to AMC contractor or his staff will have to be borne by the AMC Contractor. In addition, LD clause could be invoked if recurring failure / boat downtime is attributable to failure of spares supplied by the AMC Contractor.

(d) The AMC Contractor will be responsible for usage of appropriate gears / tools

for undertaking the work. They have to carry out the routines as per the Scope of Work and should be aware of the specifications / clearances / torque / rating etc. wherever applicable. All tests / calibration equipment used by the AMC Contractor should necessarily possess valid calibration / test certificates of such equipment used onboard towards attending defects / conduct of test / calibration trials. The entire range of instrumentation / sensors fitted on various equipment onboard these boats are to be calibrated through an accredited laboratory only. The cost of calibration is deemed to be included in the cost of the AMC. All such certificates are undertaken and are to be specifically mentioned in the Boat log books along with the running hours at which the calibrations are undertaken.

11. Guarantee: The AMC Contractor shall give a 12 (Twelve) month guarantee for workmanship and material defects for routines / repairs carried out under the contract from the date of job completion. The guarantee clause will also be applicable to the items repaired by the OEMs / sub-contracted firm of AMC Contractor. Any defect noticed during the guarantee period due to defective / poor workmanship / sub-standard material shall be rectified free of cost by the AMC Contractor. In case, the reported guarantee defects are not completed within one week of reporting of defect, liquidated damage (LD) @ Rs.1000/-per week shall be charged from the AMC Contractor till rectification of the defects.

12. Faults Arising due to Force Majeure and Accidents. Faults arising due to Force Majeure, accidents and mishandling by boat's crew, will not be covered under the scope of work of the CCAMC. Further overhaul of Major machineries, based on running hours, as stated in Para 5 of Section VIII will also not be covered under the scope of work of the CCAMC. Such faults, if need rectification and overhauls, will be charged separately. The Spares and components required for such rectification shall be provided by the Department either through contractor or directly. However, item wise price list of spares required for such repairs / overhauls plus labour charges, transportation / any other charges etc. plus docking charges, if required, are to be given upfront at the time of submitting the tender, as specified in Section II, III & V above.

13. Maximum time to attend the defect shall be one week and thereafter two weeks to repair any type of defects. If spares are not readily available, the time period required for the repair will be reported by the Boat Builder and can be mutually settled. In case, the repairs are not completed within this time frame, liquidated damage (LD) @ **Rs.1000/-per week** shall be charged from the AMC Contractor till rectification of the defects.

14. The performance appraisal of AMC Contractor shall be reviewed at the end of every year and the continuation of CCAMC of the entire 22 vessels or its termination on the basis of performance appraisal shall be sole discretion of the Directorate of Logistics. **The evaluation will be made on basis of the time taken for reporting and rectification of defects as per the time specified in Para 13 above.**

15. In the event Directorate of Logistics desires to terminate the CCAMC after any annual performance appraisal, the Directorate will be at full liberty to do so after granting personal hearing to the CCAMC holder in this regard. The mere fact that discussions / correspondence are initiated will not preclude the Directorate from exercising the termination option.

16. The payments towards CCAMC charges shall be released every quarterly subject to satisfactory service and submission of all requisite documents. **Tax shall be deducted at**

source as per applicable Indian Law.

17. The following is not covered under the Scope of Work of this CCAMC:

(A) **ROUTINE MAINTENANCE.** During the Annual Maintenance period, the following routine maintenance shall be performed by the Boat crew / staff and these jobs shall not be covered under this Annual Maintenance Contract:

Sl.No.	JOB DESCRIPTION
<p>(i)</p> <p>(aa)</p> <p>(ab)</p> <p>(ac)</p> <p>(ad)</p> <p>(ae)</p> <p>(af)</p> <p>(ag)</p> <p>(ah)</p> <p>(aj)</p> <p>(ak)</p> <p>(al)</p>	<p><u>Main Engine Caterpillar C - 7</u></p> <p>Inspect the closed crankcase ventilation (CCV) Filter service indicator.</p> <p>Check the cooling system coolant level.</p> <p>Inspect the engine air cleaner service indicator.</p> <p>Check the engine oil level.</p> <p>Inspect / clean after cooler condensate drain valve.</p> <p>Clean / inspect sea water strainer.</p> <p>Drain the fuel system primary filter / water separator.</p> <p>Ensure all the fuel valves are open & that the fuel is flowing to the engine.</p> <p>Check the sea water sea cocks and make sure valves are open. Rectify any small leak from the system like from rubber hoses, end jubilee connections etc.</p> <p>Check and make sure the sea water flows though the exhaust pipe</p> <p>Walk around inspection.</p> <p><u>Marine Generator Cummins Onan 11 MDKBN-6996E</u></p> <p>Check the cooling system cooling level.</p> <p>Inspect the engine air cleaner element (single element).</p> <p>Check the engine oil level.</p> <p>Check the generator load.</p> <p>Clean / inspect sea water strainer.</p> <p>Drain the fuel system primary filter / water separator. Ensure all the fuel valves are open & fuel is flowing to the engine.</p> <p>Check the sea water sea cocks and make sure valves are open. Rectify any small leak from the system like from rubber hoses, end jubilee connections etc.</p> <p>Check and make sure the sea water flows though the exhaust pipe.</p> <p>Check the sea water sea cocks and make sure valves are open.</p> <p>Walk around inspection.</p>
<p>(iii)</p> <p>(aa)</p> <p>(ab)</p> <p>(ac)</p>	<p><u>Gear Box - MG 5075</u></p> <p>Check oil level.</p> <p>Check for any oil leakages.</p> <p>Walk around inspection.</p>

<p>(iv)</p> <p>(aa)</p> <p>(ab)</p> <p>(ac)</p> <p>(ad)</p> <p>(ae)</p> <p>(af)</p>	<p><u>Anerson Drive - AD 10 BIL</u></p> <p>Check hydraulic reservoir fluid level.</p> <p>Check socket, trim cylinder, steering cylinder operation.</p> <p>Check the steering system lock to lock.</p> <p>Check the ASD tank fluid level.</p> <p>Check the hydraulic tank gate vales are open.</p> <p>Check the propeller for any damage.</p>
<p>(v)</p> <p>(aa)</p> <p>(ab)</p> <p>(ac)</p> <p>(ad)</p> <p>(ae)</p> <p>(af)</p> <p>(ag)</p> <p>(ah)</p> <p>(aj)</p> <p>(ak)</p> <p>(al)</p> <p>(am)</p> <p>(an)</p> <p>(ap)</p>	<p><u>Boat</u></p> <p>Drain water and sediment from fuel tank.</p> <p>Inspect and replace hoses and clamps.</p> <p>Check operation of galley hot plates, fridge and entertainment Equipment.</p> <p>Check circuit breaker (if necessary).</p> <p>Check all lighting power supply system.</p> <p>Check functioning of fresh water system.</p> <p>Check fuel level.</p> <p>Clean the boat and machineries.</p> <p>Check anchor operation and clean the anchor.</p> <p>Check the wiper cleaning function.</p> <p>Check the radio communication for correct working.</p> <p>Turn on engine key switch to check battery condition. Ensure battery Voltage is between 24V to 28V.</p> <p>Check the navigation system for working.</p> <p>Check all bilge pumps for working.</p>
<p>(vi)</p> <p>(aa)</p> <p>(ab)</p> <p>(ac)</p> <p>(ad)</p>	<p><u>Air Conditioning Plants</u></p> <p>Clean / inspect sea water strainer.</p> <p>Check cooling of air conditioning plant.</p> <p>Check sea water circulation to the air condenser is proper.</p> <p>Check sea cocks for sea water intake are open.</p>
<p>(vii)</p> <p>(aa)</p> <p>(ab)</p>	<p><u>R.O Plant</u></p> <p>Clean / inspect sea water strainer.</p> <p>Check sea water intake valves for proper opening / closing.</p>

SECTION-IX

**DATE OF EFFECTIVENESS AND VALIDITY OF CENTRALISED
COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR 22
CATEGORY - II VESSELS**

1. This Centralised Comprehensive Annual Maintenance Contract (CCAMC) shall become effective for the maintenance of the 22 Category-II vessels from the date of signing of the contract in respect of all 22 vessels.
2. This CCAMC shall remain in force for a period of 5 years from the date it becomes effective in respect of any vessel.
3. The performance appraisal in respect of each vessel covered by this CCAMC shall be reviewed at the end of every year and the continuation of this CCAMC for the next year or its termination for all the vessels on the basis of performance appraisal shall be the sole discretion of the Directorate as per Para 14 and 15, Section VIII.
4. In case this CCAMC is continued to be reviewed from time to time on the basis of performance appraisal as mentioned above, it will automatically terminate at the end of 5th year of its continuance in respect of any particular vessel **unless extended in accordance with Clause 32 of Section III above.**

SECTION - X

PROCEDURAL ASPECTS RELATING TO ATTENDANCE OF MAINTENANCE SCHEDULE AND REPAIRS / RECTIFICATION OF DEFECTS UNDER CENTRALISED COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR 22 CATEGORY- II VESSELS

1. Every user Commissionerate shall nominate a senior and responsible officer, may be from the crew complement of the vessel or from the Commissionerate, as the Boat In-charge for each vessel. The responsibilities of the Boat In-charge shall include the following:

(a) He will ensure the accomplishment of the routine maintenance of the vessel which is to be performed by the crew member / staff.

(b) He will ensure that the vessel is being maintained by the AMC holder as per the maintenance schedule specified in Section VIII of this contract.

(c) He will ensure that defects noticed in the vessel are immediately reported to the concerned officer of the Commissionerate.

(d) He will maintain a Log Book for his vessel as per the format enclosed to this contract as ANNEXURE-I. In this Log Book, details of every preventive maintenance visits or visits on complaints, as the case may be, by the Contractor's service Engineer shall be recorded and each and every such entry shall be signed by the Contractor's Engineer and by the authorised officer of the user Commissionerate.

(e) In addition to the Log Book mentioned above, a day-to-day 'Actual Running Time Detail Register' shall be maintained by the Boat In-charge as per format enclosed as ANNEXURE-II to this contract. The details recorded in this Register shall be required in future for analysing the running / operational availability of each vessel and for checking the efficacy of the maintenance system before its further renewals. This Register will be produced by the Boat In-charge before the Contractor's Engineer during his every visit and will also be signed by him (Boat In-charge) and the Contractor's Service Engineer.

2. Every user Commissionerate shall nominate a senior officer, not below the rank of Assistant Commissioner of Customs and Central Excise or the Assistant Director (Marine), if posted in the Commissionerate, as the authorised officer for receiving complaints / defect reports / maintenance reports from the Boat In-charge of each vessel deployed in the Commissionerate.

3. The officer so authorised shall receive the reports / defect complaints from the Boat In-charge and shall make correspondence directly with the contact person of the complaint reporting centres of the Contractor of this CCAMC and shall monitor the progress of the action taken by the AMC Contractor in this regard. He will also sign the Log Book maintained as per Annexure-I for the visits of the Service Engineer of the AMC Contractor and the service reports required for payment of the bills of the AMC Contractor.

4. The AMC Contractor may at his discretion utilise the services of sub-contractors for fulfilment of above obligations, however, the sole responsibility for quality / standard / supervision and timely execution of the sub-contracted work and therefore keeping the vessels

operational at all the times, shall that be of the AMC Contractor. Re-work, if any, for such sub-contracted work will have to be undertaken by the AMC Contractor free of cost. Further, all bills relating to CCAMC charges and repair charges shall be raised by the AMC Contractor only.

5. The AMC Contractor shall notify the Complaint Reporting Centres and the Phone / Fax / Mobile Number and E-Mail address of the contact person to whom the user Commissionerates may report the complaint about the vessels.

6. Every complaint about the vessels under consideration shall be reported by the authorised officer of the concerned user Commissionerate either by Phone / Fax / E-mail to the contact person of the concerned "Complaint Reporting Centre" so established by the Contractor, and all such complaints shall be reproduced in writing. E-mailing the photographs of the defects, if possible, should be adopted as it will expedite the process of rectification of defects. On receipt of the complaint by the concerned "Complaint Reporting Centre" of the AMC Contractor, the service Engineer of the AMC Contractor shall visit the reported vessel as early as possible and rectify the defects at the earliest possible.

7. On receipt of the complaint by the concerned "Complaint Reporting Centre" of the AMC Contractor about any vessel, from the authorised officer of the concerned user Commissionerate, the maximum time within which the service Engineer of the AMC Contractor should attend the complaint, is one week. In case, the reported defect(s) can be rectified immediately or within a few days, the same should be rectified accordingly. In all other cases, the service Engineer of the AMC Contractor will give a report to the user Commissionerate about the likely time taken to rectify the defect(s). However, the maximum time that should be taken to rectify the defects, after attending the complaint about the defects, is two weeks from the date of attending the complaint. If spares are to be imported, the time period required for repairs will be reported by the AMC Contractor to the Directorate and in such cases the time likely to be taken for repairs can be settled mutually. In case the repairs are not rectified within the time frame mentioned above, liquidated damage @ Rs.1000/- per week till the rectification of the defect shall be deducted by the Directorate from the bills raised by the AMC Contractor in respect of providing of maintenance / rectification of defects for the concerned period.

8. During every visit of the Service Engineer of the AMC Contractor to any vessel, the service Engineer of the AMC Contractor shall sign the Log Book as per Annexure-I of that vessel as maintained by the Boat In-charge of the vessel. In this Log Book he will mention all the particulars of the visit and get duplicate / photocopy of the relevant pages of the Log Book duly signed by the authorised officer of the concerned user Commissionerate. This copy will form as one of the documents to be attached along with the quarterly service bills to be raised by the AMC Contractor for the maintenance of the vessel.

9. All the spares / components required to be replaced during all Operational repairs and refit repairs shall be covered within the scope of this CCAMC and the AMC Contractor shall not charge any amount from the Directorate for such spares / components. Similarly the spares / components required to be replaced during emergency / breakdown repairs shall also be covered within the scope of work of this CCAMC. Spares / components which are required to be replaced during overhauling, as and when due, of the Main Engine, Gear Box, Genset and ASD drive shall not be covered under this CCAMC and shall be charged separately by the AMC Contractor.

10. Faults arising due to mishandling, accidents, Force Majeure shall not be covered under

the scope of work of this CCAMC. The AMC Contractor shall submit an estimate to the concerned user Commissionerate of the charges likely to be incurred for rectification of such faults based on the rates finalised at the time of signing of the contract and only on receipt of approval of the concerned user Commissionerate, the AMC Contractor will proceed further to rectify such faults. Cost of spares, components and labour required for such rectification shall be reimbursed to the AMC Contractor by the concerned user Commissionerate. The old components changed / renewed therein will be the property of the Purchaser and will be handed over to the concerned user Commissionerate. In case of failure of components renewed / replaced as part of work undertaken as a result of mishandling / accidents / Force Majeure / overhaul and also resultant due to sub-standard workmanship are to be replaced / renewed free of cost by the AMC Contractor.

11. The AMC Contractor shall carry out the repairs / maintenance of the vessel at the site where the vessel is currently deployed. **In case the AMC Contractor wants to shift the vessel to any other site, it will be done at the risk & cost of the AMC Contractor. Fuel as well as Skipper / Navigator for such to and fro requirements will have to be catered for by the AMC Contractor.**

12. No Customs Duty Exemption Certificate will be provided for procurement of spare parts.

13. The payment towards CCAMC charges of operational vessels shall be released on expiry of every quarter of the year, on receipt of the Invoice along with the following supporting documents duly signed by the Boat In-charge and the AMC Contractor service Engineer and verified by jurisdictional Assistant Director (Marine) and Nodal officer.

- (a) Service report; and verification report as per Annexure-III.
- (b) Log sheet as per Annexure-I
- (c) Proof of spares having been purchased from the OEM / authorised Indian reps of OEMs, whenever components are renewed / replaced.

NOTE: Maximum time in which the payment shall be released by Directorate of Logistics will be 30 working days from the receipt of bill, subject to the bills being complete / correct in all respects.

SECTION - XI

**CONTRACT PRICE, TERMS OF PAYMENT AND PRICE ADJUSTMENT IN
RESPECT OF CENTRALISED COMPREHENSIVE ANNUAL MAINTENANCE
CONTRACT FOR 22 CATEGORY - II VESSELS**

1. The CCAMC price will be total cost of AMC for five years. This CCAMC shall become effective for the maintenance of 22 Category-II vessels under consideration, from date of signing of contract.
2. This CCAMC shall remain in force for a period of 5 years from the date it becomes effective in respect of any particular vessel.
3. The performance appraisal in respect of each vessel covered by this CCAMC shall be reviewed at the end of every year and the continuation of this CCAMC for the next year or its termination for all the vessels on the basis of performance appraisal of all vessels, shall be at the sole discretion of the Directorate.
4. The evaluation shall be made on the basis of timely attendance of the maintenance schedule as specified in the scope of work under Section VIII of this contract and the time taken for reporting and rectification of the defects to the satisfaction of the user Commissionerate as specified in Section X of this contract.
5. In case this CCAMC is continued to be reviewed from time to time on the basis of performance appraisal as mentioned above, it will automatically terminate at the end of 5th year of its continuance in respect of any particular vessel, **unless extended as per Clause 32 of Section III.**
6. The payment towards CCAMC charges shall be released on expiry of every quarter of the year in Indian Rupees, on receipt of the Invoice along with the supporting documents as specified in Clause 13 of Section X, duly signed by the Boat In-charge and the AMC Contractor service Engineer and verified by jurisdictional Assistant Director (Marine) and Nodal officer.
7. Maximum time in which the Directorate shall release the payment will be 30 working days from the receipt of bill, **subject to the bills being complete / correct in all respects.**
8. The payment is further subjected to deductions / adjustments herein after specified.
9. On receipt of the complaint by the concerned "Complaint Reporting Centre" of the AMC Contractor about any vessel, from the authorised officer of the concerned user Commissionerate, the maximum time within which the service Engineer of the AMC Contractor should attend the complaint, is one week. In case, the reported defect(s) can be rectified immediately or within a few days, the same should be rectified accordingly. In all other cases, the service Engineer of the AMC Contractor will give a report to the user Commissionerate about the likely time taken to rectify the defect(s). However, the maximum time that should be taken to rectify the defects, after attending the complaint about the defects, is two weeks from the date of attending the complaint. If spares are to be imported, the time period required for repairs will be reported by the Contractor to the Directorate and in such cases the time likely to be taken for repairs can be settled mutually. In case the repairs are not rectified within the time frame mentioned above, liquidated damage @ Rs.1000/- per week till the rectification of the

defect shall be deducted by the Directorate from the bills raised by the AMC Contractor in respect of providing of maintenance/rectification of defects for the concerned period.

10. In case, the AMC Contractor fails to undertake the monthly preventive maintenance visits within the stipulated time as prescribed in Section VIII of this tender, in a preventive maintenance cycle, a sum equal to 10% to the quarterly payment shall be deducted at the time of payment.

11. In case, any vessel remains non-operational due to any reasons, the payment pertaining to non-operational period of that particular vessel will not be made. However, to keep the machineries installed onboard operational, monthly visit has to be undertaken every month. Tenderer should separately quote the cost of monthly visit to maintain the machineries of the non-operational vessel, which shall be payable subject to verification.

12. As per conditions of this tender, Annual routine including the dry docking of the vessel has to be carried out every year. However, if dry docking of the vessel is delayed by the AMC Provider, Rs.1000/- per week per vessel will be deducted as liquidated damage on account of delay for the 1st 3 months from the due date. If delayed further, Rs.2000/- per week will be deducted as liquidated damage for the next three months. If the dry docking is not done upto six months after the due date, a total amount of dry dock charges (including that of associated works) quoted by the tenderer plus liquidated damage as per rates mentioned above, will be deducted from the payments of CCAMC. This liquidated damage will be also applicable for further cycle of dry docking of the vessel and so on until the next due dry docking is carried out.

SECTION - XII

**CONDITIONS FOR TERMINATION OF CENTRALISED COMPREHENSIVE
ANNUAL MAINTENANCE CONTRACT FOR 22 CATEGORY - II VESSELS**

1. In the event, Directorate desires to terminate this CCAMC after any annual performance appraisal, the Directorate will be at full liberty to do so. The mere fact that discussions / correspondence are initiated will not preclude the Directorate from exercising the termination option.

2. Information about the renewal of the CCAMC shall be intimated by the Directorate to the AMC Contractor within 30 days of expiry of 1 year period of CCAMC. In case, no such information is intimated, the CCAMC will automatically stand validated for the next year.

SECTION - XIII

**ARBITRATION AND JURISDICTION IN RESPECT OF CENTRALISED
COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR 22 CATEGORY -
II VESSELS**

1. In the event of any question, dispute or difference, arising in connection with this contract (except as to any matters the decision of which is specially provided for by these or the special conditions) the same shall be referred to the sole arbitration of an officer in the Ministry of Law, Government of India appointed to be the arbitrator by the Secretary, Department of Legal Affairs, Government of India. It will be no objection that the arbitrator is a Government Servant; that he had to deal with the matters to which the contract relates or that in the course of his duties as a Government servant he has expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract.
2. In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his award being set aside by the Court for any reason, it shall be lawful for the Secretary, Department of Legal Affairs, Government of India, to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.
3. No person other than the person appointed by the Secretary, Department of Legal Affairs, Government of India, aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all.
4. Upon every and any such reference, the assessment of the cost incidental to the reference and award respectively shall be in the discretion of the arbitrator.
5. The Indian law will be the governing law in the matter of any dispute, and the Arbitration and Reconciliation Act, 1996 and the rules made there under and any statutory modification or replacement thereof for the time being in force shall apply to the Arbitration proceedings under this clause.
6. The venue of arbitration shall be New Delhi.
7. The law applicable to this Contract shall be the law enforceable in India. The courts of Delhi shall have exclusive jurisdiction in all matters arising under this Contract.
8. If any action in court is brought against the Directorate or an officer or agent of the Directorate for failure or neglect on the part of the AMC Contractor to perform any acts, matters, covenants or things under this contract, or for damage or injury caused by the alleged omission or negligence on the part of the AMC Contractor, his agent, representatives or his sub-contractors, workman, suppliers or employees, the AMC Contractor shall in all such cases indemnify and keep the Directorate and or his representative, harmless from all losses, damages, expenses or decrees arising out of such action.

SECTION - XIV**PART- I: GENERAL INFORMATION ON SHIPYARD / COMPANY AND
MANAGEMENT OF BIDDER**

S.No.	Element	Description Required
1	Name of the tenderer (organization) & address.	
2	Details of the Contact Person.	
3	Year Established.	
4	Type of Organization:- Proprietary / Partnership / Public Limited Company / Government PSU / Others (please specify)	
5	Board of Directors.	
6	Organization Chart.	
7	Major Ship repairs / refits / Dry docking in the last five years.	
8	Annual Turnover and Net worth in the last Three Years.	
9	Bankers.	
10	Whether tenderer is OEM.	
11	Whether the tenderer is in the business of providing Comprehensive Annual Maintenance for the GRP Boats installed with Caterpillar engines and equipments as mentioned above in Section - VIII. Experience of the tenderer. (Enclose documentary proof). If not OEM, Details of Collaboration, if any	
12	Details of Applicable statutory Taxes Paid in the last 3 Years as well as details of pending claims of the Tax/ revenue authorities including provisions made for the same.	
13	Enclose Banker solvency certificate of Minimum Rs. One Crore issued by Nationalized/ scheduled Bank by specifying reference No. & date of tender enquiry.	
14	List of Dry docking Agencies, Location of Dry Docks, indicate area and facilities available for Dry Docking in the vicinity of Commissionerates.	
15	Details of Capacity and number of slots available for repairs / Dry docking with the Dry docking authorities.	

16	Attach a list of Service Support Stations situated on the Coastal line.	
17	Permanent Employees. Employees on pay-roll to be indicated.	
18	Dedicated Staff in Quality Control Department.	
19	Dedicated Staff in Safety (HSE) Department.	
20	In case an Indian Bidder does not have a positive net worth as required during the immediate preceding financial year , it should provide a letter of Comfort from Scheduled Banks / reputed lending institutions indicating to provide necessary financial support (at least 60% of the value of the contract) to execute the project as per the format prescribed in Form 7.	

SECTION – XV

FORM - 1 TENDER FORM

(The technical bid should be as per this form)
(Tender Notice No.01/MO/2018 dated 29.01.2018)

Please read the following INSTRUCTIONS carefully before filling up the form.

1. The tenderer should obtain and / or download and carefully examine the above Tender Notice and all its tender enquiry documents (TED), including amendments, if any and unconditionally agree to all the terms and conditions indicated in the tender enquiry documents and subsequent amendments.
2. **The copy of the TED and amendments retained in the records of the Directorate will be deemed authentic in case of any dispute at any stage.**
3. The tenderer should fill in all columns of this Tender Form and enclose supporting documents. The e-tendering process **may permit replacement of shortfall documents, e.g., a document which is not legible but no additional documents can be submitted after the tenders are opened.** Tenderers should therefore submit whatever documents they wish, in support of their tender along with the tender itself.
4. The following tenders shall be ignored:
 - a) Tenders submitted by those who do not meet the qualification criteria
 - b) Tenders sent by fax/telex/cable/email/post/personally delivered.
 - c) Tenders received after the closing date and time
 - d) Tenders that do not meet the basic requirements
 - e) Tenders who have any shortfall documents and the tenderer does not make up the shortfall within the time specified by the purchaser.
 - f) Tenders where, in the opinion of the purchaser, there is an arithmetical inaccuracy in the price bid and the tenderer does not agree with the purchaser
 - g) Incomplete tenders.
 - h) Tenders received without the EMD and processing fee.
5. Any tender may be rejected if:
 - a) The tender form is incomplete.
 - b) The resolution of the Board of Directors of the tenderer company authorizing the person submitting the tender to do so.
 - c) Documents in support of the claims made are not enclosed.
 - d) The bid price is directly or indirectly indicated in the technical bid;
 - e) The Tenderer fails to provide required information or provide incorrect information or evasive reply or fails to comply with the instructions in the TED;
 - f) The prices are not quoted in the manner indicated in the TED;
 - g) Tender validity is for less than 180 days from the date of opening of tenders as indicated in the TED;
 - h) On verification, the data/credentials furnished by the tenderer are found to be incorrect or any adverse report on its financial condition has come to the knowledge of the purchaser;
 - i) The Tenderer attempts to influence the purchaser's decision during scrutiny, comparison and evaluation of tenders and award of contract;

- j) The Tenderer is disqualified on the grounds of national security or public interest.
- 6. The Purchaser is not bound to accept the lowest or any tender that may be received against the above-referred tender enquiry.
- 7. The Purchaser may accept any tender at any time before the date of expiry of its validity indicated in the tender form or any date upto which its validity is further extended by the Purchaser.
- 8. Until a contract is signed, this tender form submitted by the Tenderer read with its acceptance by the Purchaser constitutes a binding contract between them.

Tenderer's Proposal Reference No. & Date: Tenderer's Name & Address:

Person to be Contacted:

Designation:

Telephone No., Fax No., E-Mail:

To

**The President of India, acting through
The Commissioner (Logistics) Directorate of
Logistics, 4th Floor, 'A' Wing,
Lok Nayak Bhawan, Khan Market,
New Delhi - 110 511**

**SUBJECT: COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR 22
CATEGORY-II VESSELS**

Dear Sir,

I/We, the undersigned Tenderer(s), having read and examined in detail the bidding documents in respect of the cited maintenance contract as specified in the tender document. I/ We am / are fully aware of the nature of the work required to be carried out and my/our offer is to execute the work strictly in accordance with the requirements of the terms and conditions stipulated.

2. I/We hereby offer to execute the work detailed in the Technical Bid annexed hereto or such portion, thereof, as you may specify in the acceptance of the tender at the price given in the Commercial Bid and agree to hold this offer open till one hundred and eighty days of the opening of the technical bid. I/We shall be bound by a communication of acceptance of tender within the prescribed time, otherwise, the Earnest Money Deposit, submitted by me / us will become forfeited to the President of India. I/We (OEM of ----) hereby enclose documentary proof in the form of certificates on the technical experience and/or the capability in repair and maintenance of ----- and technical qualification / experience of the engineers/technicians, or I/We are not OEM of any machinery or boat hereby enclose documentary proof in the form of certificates on the technical experience and/or the capability in repair and maintenance of ----- and technical qualification / experience of the engineers/technicians and arrangements made with OEM for supply of spare parts and providing technical support.

Should this tender be accepted, in whole or in part, I/We hereby agree:-

- (i) To abide by and fulfill all the terms and provisions of the said conditions annexed hereto and all the terms and provisions contained in notice inviting tender so far as applicable, and / or in default thereof forfeit the Earnest Money Deposit of Rs. 42,00,000/- (Rupees Forty Two lakhs). Earnest Money Deposit of Rs. 42,00,000/- (Rupees Forty Two lakhs) is hereby forwarded in the form of Banker's Cheque / Demand Draft / Fixed Deposit receipt / Bank Guarantee from a scheduled commercial bank, operating in India, in favour of P.A.O, O/o the Pr. C.C.A., C.B.E.C., New Delhi" valid for a period of 45 days beyond the tender validity period. If I/We fail to commence the work specified in the above Tender document,

I/We agree that the said Commissioner, Directorate of Logistics, Customs and Central Excise, or his successor in office shall without prejudice to any other right or remedy, be at liberty to appropriate the said earnest money absolutely on behalf of the President of India.

- (ii) To execute all the work referred to in the tender documents as per the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered.
- (iii) We further declare that the prices stated in our proposal are in accordance with your terms & conditions in the bidding document.
- (iv) We hereby declare that in case the contract is awarded to us, we shall submit the performance Guarantee Bond in form of Bank Guarantee as per terms of tender document.
- (v) We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge & belief.
- (vi) We understand that you are not bound to accept the lowest or any bid, you may receive or to place part order or to reject any bid or to cancel the tender without assigning reasons whatsoever.

The following pages have been added to and form part of tender.

(I) Technical bid

(II) Commercial bid

Tenderer

1. Name of the tenderer _____
2. Address _____
3. Email _____
4. Phone _____ Fax _____
5. Income Tax Permanent Account Number (PAN): _____
6. Name and complete address of the Tenderer's bankers:
 - a) _____
 - b) _____
7. Name and designation of the person digitally signing and submitting the tender _____
8. Is the person digitally signing and submitting the tender authorised by the tenderer?

(Yes/No) *(Please enclose scanned copy of the Board's resolution authorising the person to submit the bids without which the tender will be rejected)*

9. Whether business dealings with the tenderer currently stand suspended/ banned by any Ministry/ Department of Govt. of India or any State Govt. (Yes/No)

Qualification

10. Is the tenderer an OEM of the machineries for which AMC services are being offered? Yes/No
11. Is the tenderer not an OEM but, other, having an irrevocable long-term agreement (minimum seven years) with the OEM manufacturer? Yes/No
(If yes, please enclose documents showing terms of transfer of technical know-how or scope of collaboration)
12. Is the tenderer an authorised dealer/distributor nominated by the OEM? (Yes/No)
(If no indicate arrangements made with the Indian Dealer/OEM for supply of Spare parts required for carrying out AMC work.) Full detail of dealer /OEM with documentary proof)
13. Whether the tenderer is having their own dry docking facility. If no, the arrangements made with Dry Dock authorities with full address, telephone No., FAX and e-mail Id; for dry docking the vessels.
14. Turnover of the tenderer during the past three years (in Rs. _____ Crores)

<u>Turn over</u>	<u>Profit after tax</u>
2014-2015 _____	_____
2015-2016 _____	_____
2016-2017 _____	_____
Average _____	_____

(Please enclose certified published annual reports. If the accounts are maintained in some other currency, please give the figures in that currency as well as its conversion at the exchange rate on the date of filling up this form. If the accounts are managed calendar year wise, please provide figures for 2014, 2015 and 2016.)

15. How many vessels of similar size and machinery have been maintained by the tenderer in the past three years in India or abroad? ___ *(Please enclose documentary proof)*
16. The tender is valid upto _____

Documents to be enclosed

17. Have you paid the tender fee of Rs. 5,000/-? (Yes/No)
18. Have you submitted the EMD? (Yes/No)
19. Have you enclosed the following documents? (Yes/No)
- Scanned copy of the DD/ banker's cheque of Rs. 5,000/- (Rupees five Thousand only) submitted in the Purchaser's office. (Yes/No)
 - Scanned copy of the Bank Guarantee of Earnest money deposit (EMD) (Yes/No)
 - Documentary evidence to show your eligibility, qualification and capability to provide the CCAMC services required as per this Tender Document to carry out CCAMC work. (Yes/No)
 - Power of Attorney of firm / resolution of Board of Directors of company for person or persons authorized to sign the Tender; (Yes/No)

- e. Copies of documents defining constitution and legal status of the tenderer; (Yes/No)
- f. Documents indicating arrangements with the OEM/authorized Indian rep of the OEM for supply of spare parts for CCAMC work (Yes/No)
- g. Documents indicating the arrangements between the tenderer and Dry Docking authorities;(Yes/No)
- h. Copies of fax messages and letters, if any, sent to and received from the Purchaser during the Tender period; (Yes/No/There are none)
- i. An undertaking to the effect that the Price bid does not contain any conditions what so ever of the price demanded for CCAMC work. (Yes/No)
- j. Last three years certified published annual reports showing the turnover and financial results of the company; (Yes/No)
- k. Documents indicating the past experience for maintenance of the vessels; (Yes/No)
- l. Any other documents that you consider necessary to strengthen your bid. (Yes/No/None required)

.....
(Signature with date)

.....
(Name and designation)

Duly authorised to sign tender for and on behalf of

Tender Enquiry No.01/MO/2018 dated 29.01.2018

To

**The President of India, acting through
The Commissioner (Logistics), Directorate of
Logistics, 4th Floor, 'A' Wing,
Lok Nayak Bhawan,
Khan Market,
New Delhi- 110 511**

(TO BE SUBMITTED BY THE TENDERER DULY FILLED, SIGNED WITH SEAL)

PRICE BID - CATEGORY -II

Centralised Comprehensive Annual Maintenance Contract for 22 Category-II boats

We agree to the Terms & Conditions as laid down in your tender enquiry No.01/MO/2018 dated 29.01.2018 and the enclosed Annexures to the tender enquiry and are pleased to offer our charges as under:-

Schedule - I

Part - I

Price Bid - CCAMC

Year of AMC	Cost of AMC per vessel in Indian Rupees	Number of vessels offered	Total Cost in Indian Rupees
First Year			
Second Year			
Third Year			
Fourth Year			
Fifth Year			

Schedule - I

Part - II

Price Bid - Monthly visit to ensure keep alive policy

SI No.	Description	Cost in Indian Rupees
1.	Charges for monthly visit, for ensuring keep alive policy for the boat and machineries / equipment fitted onboard, in case vessel is non-operational.	

Note: Quotes are exclusive of taxes

Schedule - I**Part – III****Price Bid - Dry Docking**

Dry Docking, Labour charges, crane, transportation etc. for undertaking overhaul/repairs categorized under Clause 12 of Section VIII and not covered explicitly under the CCAMC

Sl No.	Description	Cost in Indian Rupees
1.	Cost of Docking and undocking.	
2.	Cost of dry docking per day (including labour charges).	
3.	Cost of sand down hull to bare fiber, recoat with epoxy and repaint with two layers of antifouling paint.	
4.	Cost of hiring Cranes / transportation etc.	

Schedule - I**Part - IV****Price Bid - Spares**

Sl. No.	Description	OEM Part No.	Unit rate

Note: Quotes are exclusive of taxes

Signature of Tenderer

Company Seal Full Name: Address: Date:

To
Commissioner
Directorate of Logistics
Customs & Central Excise,
4th Floor, 'A' Wing,
Lok Nayak Bhawan,
Khan Market, New Delhi-110511

BANK GUARANTEE FORM FOR EMD

Whereas (hereinafter called the "Tenderer") has submitted its quotation dated..... for the maintenance of (hereinafter called the "tender") against the tender enquiry No. 01/MO/2018 dated 29.01.2018 of President of India acting through Commissioner, Directorate of Logistics, Customs & Central Excise, Ministry of Finance, Department of Revenue, 4th Floor, 'A' wing, Lok Nayak Bhawan, Khan Market, New Delhi 110 511 (hereinafter referred to as the Directorate) Know all persons by these presents that we

of (hereinafter called the "Bank") having our registered office at are bound unto ("Directorate") in the sum of for which payment will and truly to be made to the said Directorate, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this.....day of..... 20.....

The conditions of this obligation are —

- (1) If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the Tenderer having been notified of the acceptance of his tender by the Directorate during the period of its validity:-
 - a) fails or refuses to furnish the bank guarantee of 10% for the due performance of the contractor
 - b) fails or refuses to accept or execute the contract.

We hereby irrevocably and absolutely undertake to pay immediately the Directorate up to the above amount upon receipt of its first written demand, without the Directorate having to substantiate its demand, provided that in its demand the Directorate will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of forty five days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

This guarantee will not be discharged due to change in the constitution of the bank or the bidder.

.....
(Signature of the authorised officer of the Bank)

Name and designation of the officer
Seal, name & address of the Bank and address of the Branch

--- X ---

To,

Commissioner
Directorate of Logistics
Customs & Central Excise,
4th Floor, 'A' Wing,
Lok Nayak Bhawan,
Khan Market, New Delhi -110511

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

WHEREAS (name and address of the Tenderer (hereinafter called "the Contractor") has undertaken in pursuance of Contract No.01/MO/2018 dated 29.01.2018 to maintain 22 Category - II vessels (hereinafter called the Contract for Centralised Comprehensive Annual Maintenance (CCAMC) of Category-II vessels)

AND WHEREAS it has been stipulated by you in the said contract that the Contractor shall furnish you with a Bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with and due performance of the contract;

AND WHEREAS we have agreed to give the Contractor such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the AMC Contractor, up to a total of..... (amount of the guarantee in words and figures), and we hereby irrevocably and absolutely undertake to pay you immediately, upon your first written demand declaring the Contractor to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the AMC Contractor shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

The Bank guarantee shall be interpreted in accordance with the laws of India.

The Guarantor Bank represents that this Bank Guarantee has been established such form and with such content that is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

The Bank Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank or the AMC Contractor.

The Bank further undertakes not to revoke this Guarantee during its currency except with the previous express consent of the Purchaser in writing.

The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

This guarantee shall be valid uptoand includingday of, 20.....

.....
(Signature of the authorised officer of the Bank)

.....
Name and designation of the officer
.....

Seal, name & address of the Bank and address of the Branch
----- X -----

MANUFACTURER'S AUTHORISATION FORM

To
**The President of India, acting through
The Commissioner (Logistics),
Directorate of Logistics,
4th Floor, 'A' Wing,
Lok Nayak Bhawan, Khan Market,
New Delhi- 110 511**

Dear Sirs,

Ref. Your Tender Enquiry Document No....., dated

We, who are proven and reputable manufacturers of spare parts of (name of machinery offered in the tender) having factories at, hereby authorise Messrs (name and address of the bidder) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender enquiry documents for the above goods manufactured by us.

We further confirm that no Supplier or firm or individual other than Messrs (name and address of the above bidder) is authorised to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender enquiry documents for the above goods manufactured by us.

We also hereby extend our full warranty, as applicable to carry out CCAMC routines.

Yours faithfully,

.....
.....

[Signature with date, name and designation]

for and on behalf of Messrs.....

[name & address of the manufacturers]

Note : This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.

----- X -----

Form- 6

PRE CONTRACT INTEGRITY PACT

GENERAL

The pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ___day of the month of _____2017, between, on one hand, the President of India acting through Shri _____, Commissioner (Logistics), Department of Revenue, Ministry of Finance, Government of India (hereinafter called the —Purchaser, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, (Designation) (hereinafter called the _____ Tenderer which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the Purchaser proposes to procure CCAMC service for maintenance of 22 Category-II vessels and the Tenderer is willing to offer /has offered the cost of CCAMC

WHEREAS the Tenderer is a private company/public company/Government undertaking/partnership, constituted in accordance with the relevant law in the matter and the Purchaser is a Ministry/Department of the Government of India, performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :

Enabling the Purchaser to obtain the desired said services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling Tenderers to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Purchaser will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of Purchaser

The Purchaser undertakes that no official of the Purchaser, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the

Tenderer, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

The Purchaser will, during the pre-contract stage, treat all Tenderers alike, and will provide to all Tenderers the same information and will not provide any such information to any particular Tenderer which could afford an advantage to that particular Tenderer in comparison to other Tenderers.

All the officials of the Purchaser will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case, any such preceding misconduct on the part of such official(s) is reported by the Tender to the Purchaser with full and verifiable facts and the same is prima facie found to be correct by the Purchaser, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Purchaser and such a person shall be debarred from further dealing related to the contract process. In such a case while an enquiry is being conducted by the Purchaser the proceedings under the contract would not be stalled.

2. Commitments of Tenderers

The Tenderer commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post- contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

The Tenderer will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Purchaser, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

The Tenderer further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Purchaser or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contractor any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

Foreign Tenderers shall disclose the name and address of agents and representatives and Indian Tenderers shall disclose their foreign principals or associates.

Tenderers shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

The Tenderer further confirms and declares to the Purchaser that the Tenderer is original manufacturer/integrator/authorised government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Purchaser or any of its functionaries, whether officially or unofficially to the award of the contract to the Tenderer, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

The Tenderer, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Purchaser or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

The Tenderer will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

The Tenderer will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

The Tenderer shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Purchaser as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Tenderer also undertakes to exercise due and adequate care lest any such information is divulged.

The Tenderer commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

The Tenderer shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

If the Tenderer or any employee of the Tenderer or any person acting on behalf of the Tenderer, either directly or indirectly, is a relative of any of the officers of the Purchaser, or alternatively, if any relative of an officer of the Purchaser has financial interest/stake in the Tenderer's firm, the same shall be disclosed by the Tenderer at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section- 6 of the Companies Act 1956.

The Tenderer shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Purchaser.

3. Previous Transgression

The Tenderer declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Tenderer's exclusion from the tender process.

The Tenderer agrees that if it makes incorrect statement on this subject, Tenderer can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4. Earnest Money (Security Deposit)

While submitting the bid, the Tenderer shall deposit an amount of Rs. 42,00,000 (Rupees Forty Two lakhs) as Earnest Money/Security Deposit, with the Purchaser in the form of Bank Guarantee as per proforma given in tender document.

The Earnest Money/Security Deposit shall be valid up to a period of 45 days beyond the validity period of the tender.

In case of the successful Tenderer a clause would also be incorporated in the Section pertaining to Performance Bond in the CCAMC Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the Tenderer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

No interest shall be payable by the Purchaser to the Tenderer on Earnest Money/Security Deposit for the period of its currency.

5. Sanctions for Violations

Any breach of the aforesaid provisions by the Tenderer or any one employed by it or acting on its behalf (whether with or without the knowledge of the Tenderer) shall entitle the Purchaser to take all or any one of the following actions, wherever required:-

(i) To immediately call of the pre contract negotiations without assigning any reason or giving any compensation to the Tenderer. However, the proceedings with the other Tenderer(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the Purchaser and Purchaser shall not be

required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the Tenderer.

(iv) To recover all sums already paid by the Purchaser, and in case of an Indian Tenderer with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Tenderer. If any outstanding payment is due to the Tenderer from the Purchaser in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Tenderer, in order to recover the payments, already made by the Purchaser, along with interest.

(vi) To cancel all or any other Contracts with the Tenderer. The Tenderer shall be liable to pay compensation for any loss or damage to the Purchaser resulting from such cancellation/rescission and the Purchaser shall be entitled to deduct the amount so payable from the money(s) due to the Tenderer.

(vii) To debar the Tenderer from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the Purchaser.

(viii) To recover all sums paid in violation of this Pact by Tenderer(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of credit have been received in respect of any contract signed by the Purchaser with the Tenderer, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the Purchaser to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

The Purchaser will be entitled to take all or any of the actions mentioned at Para 5 (i) to (x) of this Pact also on the Commission by the Tenderer or any one employed by it or acting on its behalf (whether with or without the knowledge of the Tenderer), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

The decision of the Purchaser to the effect that a breach of the provisions of this Pact has been committed by the Tenderer shall be final and conclusive on the Tenderer. However, the Tenderer can approach the Independent Monitor(s) appointed for the purpose of this Pact.

6. Independent Monitors

The Purchaser has appointed Shri Samirendra Chatterjee, IAS (Retd.), Address - 71, Vikramshila Apartment, IIT, Delhi Campus, Hauz Khas, New Delhi-110016, Mobile No.9911158262 as Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

The task of the Monitors shall be to review Independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

The monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the Authority designated by the Purchaser.

The Tenderer(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Purchaser including that provided by the Tenderer. The Tenderer will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the Tenderer/Subcontractor(s) with confidentiality.

The Purchaser will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

The Monitor will submit a written report to the designated Authority of Purchaser/Secretary in the Department within 8 to 10 weeks from the date of reference or intimation to him by the Purchaser/ Tenderer and, should the occasion arise, submit proposals for correcting problematic situations.

7. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Purchaser or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Tenderer and the Tenderer shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8. Law and Place of Jurisdiction

The Pact is subject to Indian law. The place of performance and jurisdiction is the seat of the Purchaser.

9. Other Legal Actions

The actions stipulated in this Integrity pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.

10. Validity

The validity of this Integrity Pact shall be from date of its signing and extended upto 5 years or the complete execution of the contract to the satisfaction of both Purchaser and the Tenderer, including warranty period, whichever is later. In case Tenderer is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

11. The parties hereby sign this Integrity Pact at _____ on _____

Purchaser	Tenderer
Name of the Officer	Designation of person signing
Designation	on behalf of Company
Deptt. /Ministry	

Witness:

1. _____

Witness:

1. _____

Form 7

(FORMAT FOR LETTER OF COMFORT FROM BANK)

<Bank Name & Address>

Dear Sir,

This is to confirm that our Client, _____ <Name of Bidder> maintains bank accounts with us and is in good standing with our bank.

As informed by our Client, for bidding for the Tender Id floated by Directorate of Logistics, Customs and Central Excise, Ministry of Finance, Department of Revenue for providing **CCAMC for 22 Category-II vessels** (Name of Project), the Client has to submit a Comfort letter from the bank.

At his instructions, we, (bank name & address), with full authority and mandate hereby confirm that said Client is financially able to mobilise an amount of Rs. _____ being (60%) of the Contract value for which the bank will provide financial assistance as required by the Client.

We, (client's bank), confirm to transfer the referenced amount as per instructions of our Client.

We certify that our Client, named above, has credit facilities with our bank to complete the proposed (Name of project) within the time period specified.

Our Client hereby gives authority to the Shipyard/ Ship Repairing Agency to procure usual banker's references from the authorised officer of the Bank <Full name and designation of the bank officer>.

Yours sincerely,

.....
(Signature by a senior level bank officer)

Full name of the signatory:

.....
Designation of the signatory:

.....
Client's Name as written in account:

.....
Account No./IBAN:

.....
Bank Telephone No:

.....
Bank's Fax No:

.....
Bank SWIFT / Sort Code:

.....
Bank stamp / seal:

LOG BOOK FORMAT

VESSEL NAME/HULL No. _____

DATE OF COMMISSIONING _____

ENGINE SERIAL NUMBER:PORT _____ STBD _____ GEAR BOX _____ GENSET _____

PLACE OF DEPLOYMENT _____

S No.	Nature of Visit R.E.G/C.O.M*	Date & Time from which the vessel developed defect	Date & Time of lodging of compliant with the firm	Date & Time of visit of Firm's Engineer for attending to the compliant	Date & Time from which the vessel became fully Operational	Maximum time limit prescribed for attending the defect and make it operational as per Annexure III of the contract	Signatures of		Remarks
							Firm's Engineer	Boat in charge	
1	2	3	4	5	6	7	8	9	10

- R.E.G: REGULAR MAINTENANCE VISIT
- C.O.M: VISIT ON COMPLAINT

Annexure -II

ACTUAL RUNNING TIME DETAILS

- (I) VESSEL NAME/HULL No. _____
 (II) SERIAL NUMBER OF ENGINES: PORT _____ STBD _____ GEAR
 BOX _____ GENSET _____
 (III) PLACE OF DEPLOYMENT _____

DATE	ENGINE	TIME OF STARTING	TIME OF STOPPING	RUNNING TIME OF THE ENGINES (IN HOURS AND MINUTES) (3-4)	SIGNATURE OF THE ENGINEER/ENGINEER MATE/SKIPPER/SKIPPER MATE POSTED AT VESSEL	NAME OF THE OFFICER
1	2	3	4	5	6	7
PORT						
STBD						
GENSET						

VERIFICATION REPORT

This is to certify that M/s _____ (hereinafter referred to as the Contractor also) have satisfactorily maintained the following vessel deployed under the jurisdiction of Commissionerate in terms of the Comprehensive Centralised Annual Maintenance Contract (CCAMC) entered into with them by Directorate of Logistics, New Delhi.

Sl. No.	Location	Vessel Name / Hull No.	Period of CCAMC		
			From	To	

2. The Contractor has adhered to the prescribed maximum time limit for attending to the complaints and making the Vessel operational. Therefore, invocation of the penal provisions in respect of the following instances is recommended.

Sl. No.	Vessel Name / Hull No.	Date of registration of complaint	Date of repair of the vessel	Type of fault i.e. Engine /Gear Box / Genset / other	Delay in No. of days	Liquidated Damage applicable

3.1 The Contractor has not carried out preventive maintenance in respect of the following Vessels within the period stipulated. Therefore, invocation of penal provisions in respect of following Vessels is recommended:

Sl. No.	Vessel Name / Hull No.	Months / quarters during which preventive maintenance visit not carried out within the stipulated time limit

3.2 The Contractor has altogether failed to undertake the preventive maintenance in respect of the following Vessel during the month/ quarter. Therefore invocation of penal provisions in respect of following Vessel is recommended:

Sl. No.	Vessel Name / Hull No.	Months / quarters during which preventive maintenance visit not carried out within the stipulated time limit

4. This is to confirm that no payment on account of the maintenance charges or on account of replacement of the any parts/ components / spares in respect the above mentioned Vessel has been made by this Commissionerate to M/s _____ during the period from _____.

5. It is to certify that during the current financial year the vessel has run smoothly and the no. of hours the Vessel have run as shown below:

Sl. No.	Vessel Name / Hull No.	No. of Hours run	Corresponding period

If the information for the full year is not available then the information may be given for the period for which the information is available.

Date _____

Signature _____
Name of Officer _____
Designation _____
Seal

