

Government of India Ministry of Finance,  
 Department of Revenue  
 Central Board of Indirect Taxes & Customs  
 Directorate of Logistics  
 4<sup>th</sup> Floor, 'A' Wing, Lok Nayak Bhawan, Khan Market, New Delhi-110511.  
 Phone: 011-24693529 Fax: 011-24697497

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**NOTICE INVITING E-TENDER (NIT) FOR REPAIR OF MACHINERY AND EQUIPMENT, ON AS IS WHERE IS BASIS, INSTALLED ONBOARD CATEGORY-I VESSEL NO. 15 OF CBIC**

E-Tender No. 45/MO/2018

Dated 11.05.2018

Period during which the tender enquiry document will be available on official website <a href="http://www.cbec.gov.in">www.cbec.gov.in</a> <a href="http://www.dolcbec.gov.in">www.dolcbec.gov.in</a> <a href="http://eprocure.gov.in">http://eprocure.gov.in</a>	11.05.2018 to 04.06.2018
Place of receipt of tenders	Online Submission on <a href="http://eprocure.gov.in">http://eprocure.gov.in</a>
Address for Submission of Tender Fees/EMD	<b><u>In favour of "PAO, O/o the Pr. C.C.A., CBEC." Payable at New Delhi</u></b> <b><u>Address</u></b> Directorate of Logistics, 4 <sup>th</sup> Floor, 'A' Wing, Lok Nayak Bhawan, Khan Market, New Delhi-110511
Tender fees/EMD	As per Para 5(A) (i) & (ii) of Section I
Date of submission of tender	1300 hours on 04.06.2018
Time and date of opening of tenders	1500 hours on 05.06.2018
Place of opening of tenders	Online opening at <a href="http://eprocure.gov.in">http://eprocure.gov.in</a>

E-Tender No. 45/MO/2018

Dated 11.05.2018

### **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 4<sup>th</sup> floor, 'A' Wing, Lok Nayak Bhawan, Khan Market, New Delhi 110511 invites e-tenders under Two bid system, valid up to 180 days from the date of opening of tender, namely, (1) Technical Bid and (2) Price Bid, who meet the qualification as per instructions / criteria laid down in Section I, II, IV & V **for repair / overhaul of machineries / equipment, as listed in Annexure-I of this tender, on as is where is basis, installed onboard Category-I Vessel No 15 of CBIC and make them fully operational, from the Original Equipment Manufacturer (OEM) of these machineries/equipment, or their authorised Representatives in India, or other interested parties having experience & expertise in undertaking repair of such machineries and equipment and having a valid MoU / Letter of Support, signed by the OEM or its authorised Representatives in India, for providing necessary support for supply of genuine spare parts and services for repair of these machineries / equipment. 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](http://www.cbec.gov.in), [www.dolcbec.gov.in](http://www.dolcbec.gov.in) and <http://eprocure.gov.in> from 11.05.2018 to 04.06.2018. **Bidders may inspect the above machineries/ equipment of vessels at their own expenditure, after giving prior information in writing to Additional Director (Marine) at the address given below at Para 10 of the Tender Notice before submitting their bid. The inspection of the vessel can be made at site between 10.00 a.m. and 5.00 p.m. on any working day for which the bidders may contact the Supdt. (Marine)/ Engineer (Marine) of the concerned Commissionerate, as directed by this Directorate.**

3. The price has to be quoted for each machinery / equipment (as listed in this tender), separately, and should be inclusive of all spares and other allied charges, but exclusive of taxes. In addition, the gross total for undertaking repairs to all machinery and equipment (as listed in Form 2 of this tender), for the complete boat is also to be indicated.

4. Further, once the contract is issued, no subsequent growth of work and issue of additional payment will be entertained. Hence, bidders are requested to familiarise themselves with the defects and quote accordingly.

5. Applicable Taxes will be paid as per actual.

6. The tenders not complying with the laid down terms and conditions, will be rejected summarily.

7. **The tenders can be submitted online only** at <http://eprocure.gov.in> upto 1300 hours on 04.06.2018.

8. The tenders will be opened online at <http://eprocure.gov.in> at 1500 hours on 05.06.2018.

9. 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>

10. Earnest Money Deposit (EMD) of Rs.15,000/- (Rupees Fifteen Thousand 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 / banker's 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 04.06.2018. 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 Excise,  
7<sup>th</sup> Street, DDA Shopping Centre,  
Shanti Niketan, New Delhi - 110021

11. 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.

12. 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.

13. 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/-

(Sandeep Prakash)

Commissioner

For and on behalf of the President of India

Phone: 011-24693529

Fax: 011-24697497

## SECTION-I

Government of India  
Department of Revenue  
Central Board of Excise and Customs  
**Directorate of Logistics**

4<sup>th</sup> Floor, 'A' Wing, Lok Nayak Bhawan, Khan Market, New Delhi 110 511.

### **Instructions to Bidders and General Conditions of Contract**

1. The President of India acting through Commissioner, Directorate of Logistics, Customs & Central Excise, Ministry of Finance, Department of Revenue, 4<sup>th</sup> Floor, 'A' wing, Lok Nayak Bhawan, Khan Market, New Delhi 110 511 (hereinafter referred to as the Directorate) invites e-tenders under two bid system in the prescribed form for **repair / overhaul of machineries / equipment, as listed in Annexure I of this tender, on as is where is basis**, installed onboard Category-I Vessel No. 15 of CBIC and **make them fully operational**, from the **Original Equipment Manufacturer (OEM)** of these machineries/equipment, or their authorised Representatives in India, or other interested parties having experience & expertise in undertaking repair of such machineries and equipment and having a valid MoU / Letter of Support, signed by the OEM or its authorised Representatives in India, for providing necessary support for supply of genuine spare parts and services for repair of these machineries / equipment. The same is to be enclosed with the technical bid.
2. 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. 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, without prejudice to any other right or remedy, shall be at liberty to reject the tender and forfeit the EMD.
3. The successful tenderer would be required to enter into a Contract (hereinafter referred to as Repair Contract) as per format in Form -1A.
4. The tenderers should go through the terms & conditions contained in the Section-II and draft Repair contract (Form -1A) which shall be deemed to be part of this notice and shall sign each page of the Repair contract as token of acceptance.

## **Definitions:**

The following definitions used in these documents shall have the meaning as indicated below:

(i) "Directorate" 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.

(iii) "Contract" means the written agreement entered into between the Directorate and the Repairing Agency together with all the documents mentioned therein and including all attachments, Forms etc. therein.

(iv) "Contractor" means the company or the firm undertaking the repairs on the subject machineries / equipment.

(v) "User Commissionerate" means those Offices of the Department under whose jurisdiction the boat(s) are to be repaired as detailed in Annexure I.

(vi) Earnest Money Deposit (EMD) means monetary guarantee to be furnished by the tenderer along with its tender.

(vii) "Performance Bank Guarantee (PBG)" means monetary guarantee to be furnished by the successful tenderer for due performance of the terms of contract.

(viii) "Test / Trials" means such tests as prescribed in specifications of machineries/equipment/ systems by OEMs, towards successful operationalization of the subject machineries / equipment post repairs.

(ix) L1 means the bidder whose tender is the lowest.

## **5. Earnest Money Deposit**

5.1 Bid must be accompanied by an Earnest Money Deposit (EMD) for Rs.15,000/- (Rupees Fifteen Thousand only) in the form of Bank Guarantee from any scheduled commercial bank in India, as per format given in Form-3, in favour of the "PAO, O/o the Pr. C.C.A., C.B.E.C., New Delhi". The EMD shall be valid for a period of 45 days beyond the validity period of the tender. Tenders without the requisite EMD shall be rejected. No interest shall be paid on the EMD.

5.2 EMD is required to be submitted at Directorate of Logistics, New Delhi, by 04.06.2018 at **1300 hrs**. Scanned copy of EMD is required to be uploaded along with Technical bid.

5.3 As per extant instructions, exemptions granted to tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with the erstwhile Directorate General of Supplies & Disposals (DG&SD) or with National Small Industries Corporation (NSIC), New Delhi, will continue. Such tenderers are exempted from payment of earnest money. In case the tenderer falls in these categories for the tendered services, they should furnish certified copy of its valid registration details (with DGS&D or NSIC, as the case may be) clearly specifying the details of items for which they are registered.

5.4 Unsuccessful tenderer'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 tenderer's earnest money will be returned without any interest, after receipt of Performance Bank Guarantee (as per clause 15 of Section I), from that tenderer.

5.5 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.

6. The price shall be quoted in Indian rupees only.

7. The tender and all subsequent correspondence shall be in English.

8. 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 of the same. The Directorate will, in no case be responsible or liable for any such cost, expenditure, etc. regardless of the conduct or outcome of the tendering process.

## **9. Amendments to Tender Enquiry Documents**

9.1 Directorate may, at any time prior to the deadline for submission of tenders, for any reason, whether at its 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](http://www.cbec.gov.in) or <https://eprocure.gov.in> or [www.dolcbec.gov.in](http://www.dolcbec.gov.in).

9.2 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.

9.3 In order to give the prospective tenderer reasonable time to prepare their tenders as per the amendment, the Directorate may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

## 10. Documents Comprising the Tender

10.1 The Tender shall be submitted online in two covers. First cover will contain Technical Bid and second cover will contain Price Bid.

**(a) Technical Bid:** The technical bid i.e. first cover, shall, inter alia, contain the following:

- (i) Scanned copy of Tender Fee; and Earnest Money furnished in accordance with clause 5.1 or, documentary evidence as per clause 5.3 of Section-I for claiming exemption from payment of earnest money.
- (ii) Tender Form as per Form-1.
- (iii) Acceptance of Draft Repair Contract prescribed in Form -1A.
- (iv) Power of Attorney of firm / resolution of Board of Directors of company for person authorized to submit Tender bid under his Digital Signature;
- (v) Copies of documents defining constitution and legal status of the tenderer;
- (vi) Certified published annual reports for the last three years showing the turnover and financial results of the Tenderer;
- (vii) Documentary proof to show that the tenderer is OEM itself or authorised rep of the OEM or in the business of undertaking repairs of the above mentioned machineries / equipment, having MoU / Letter of Support signed with the OEMs or its authorised Representatives in India, for providing necessary support for supply of genuine spare parts and services for repair of these machineries / equipment.

10.2 Indication of the bid price in the Technical bid directly or indirectly will render the entire bid invalid.

10.3 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 Additional Director (Marine) shall be communicated to this office within one week of the acceptance of tender.

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



**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.

**(b) Price Bid:**

(i) In the Price bid, the tenderer shall quote the price for repair of each machinery / equipment (as listed in this tender), separately, and should be inclusive of all spares and other allied charges, but exclusive of taxes. In addition, the gross total for undertaking repairs to all machinery and equipment (as listed in this tender), for the complete boat is also to be indicated. **All machineries and its auxiliaries, as mentioned in the tender, shall be repaired and made fully operational by the Contractor within the quoted price bid.**

(ii) Once the contract is issued, no subsequent growth of work and issue of additional payment will be entertained.

(iii) The charges quoted above shall be exclusive of GST or any tax, if applicable, which shall be reimbursed as per actuals on production of proof of payments.

(iv) All amounts should be rounded off and quoted only in Indian Rupees.

(v) 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 amounts quoted in words shall be taken as amounts quoted for the bid.

(vi) 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.

**11. Opening of Tender**

11.1 The Directorate will open the Technical bids at **1500 hours on 05.06.2018 online on CPP Portal website <https://.eprocure.gov.in>**. 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.

- 11.2 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.
- 11.3 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.
- 11.4 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.

## 12. **Selection and Evaluation**

- 12.1 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, which do not meet the basic requirements, are liable to be treated as unresponsive and ignored.
- 12.2 Evaluation of the Technical Bids shall be carried out by Committee, to assess the following:
- a) Is the bidder eligible and qualified to submit the tenders?
  - b) Does the tender conform to all the Instructions to Tenderers?
  - c) Are the services offered as per the tender requirement?
  - d) Is the bidder capable of providing the services?
- 12.3 The Price bids of only such tenderers, who qualify on technical criteria will be opened by the officers, nominated by the competent authority and will be evaluated by the Committee.
- 12.4 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail. If, as per the judgement of the Directorate, 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 Directorate, the tender is liable to be ignored.

## 13. **Selection of L1 Bidder and Award of Contract**

- 13.1 The firm quoting the lowest bid for the tender will be declared as the L1 bidder

and contract awarded accordingly.

13.2 Before expiry of the tender validity period, the Directorate will notify the successful tenderer(s) online as well as in writing, by registered letter/ speed post/fax.

13.2 The name and address of the successful tenderer receiving the contract will be displayed on the website of the Directorate, [www.cbec.gov.in](http://www.cbec.gov.in) or <https://eprocure.gov.in>; [www.dolcbec.gov.in](http://www.dolcbec.gov.in).

13.3 After notification of award, the Directorate will mail the contract form to the successful tenderer by registered letter/ speed post for signing.

13.4 Preferably within Two week from the date of award, a contract / agreement will be signed between Contractor and Directorate in the office of the Commissioner, Directorate of Logistics, at mutually convenient time and date.

#### 14. **Performance Bank Guarantee (PBG)**

14.1 The successful tenderer would be required to furnish a Performance Bank Guarantee (PBG) in the form of Bank guarantee by a Nationalised scheduled commercial bank for an amount equivalent to 10% of the total cost of the contract as per Form -4, within one week from the date of the award.

14.2 The PBG will be valid for 45 days beyond the expiry of the guarantee period.

14.3 Failure of the successful tenderer in providing performance Bank Guarantee (PBG) and / or returning the contract copy duly signed, shall make the tenderer liable for forfeiture of its EMD and, also, for further actions by the Directorate against it.

#### 15. **Directorate's Right to accept any Tender and to reject any or All Tenders**

15.1 The Directorate 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.

15.2 The Directorate reserves the right to disqualify any one or more tenderer on the grounds of national security and public interest.

16. 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.

17. 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 is to be produced with the tender and it must establish that the firm is duly registered. 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.

18. The Tenderer should sign each page of the tender document. 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.

19. Silence or use of the word "Noted" against any of the terms & condition in the Tender Document shall mean tenderer agrees to comply with that / those conditions of contained in the Tender Document.

20. The acceptance and rejection of a tender will rest entirely with the Directorate who does not bind itself 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.

## SECTION - II

### QUALIFICATION CRITERIA

#### Technical Bid

#### **1. Basic Qualification of Tenderers who can Bid.**

- (a) Original manufacturers of Equipment/machineries.
- (b) OEM authorised firms.
- (c) Firms having experience & expertise in providing maintenance and repair of such machinery / equipment, having valid MoU / Letter of Support signed with the OEM or its authorised Representatives in India for providing necessary support for supply of genuine spare parts and repair services.

#### **2. Other Mandatory Qualification Criteria.**

- (a) Average annual turnover of the tenderer should be at least Rs 2 Crore 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 Bank / lending institutions, indicating to provide necessary financial support (at least 60% of the value of contract) to execute the project as per Form -6.
- (b) The tenderers should have experience in maintenance and repair of such equipment/machineries. The tenderers should have an arrangement / MoU with the OEMs / authorised Indian vendors of the OEMs of machinery/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 02 years from the closing date for the submission of this tender.
- (c) The tenderer shall fulfil all the conditions and attach required documentations that are mandatory upto the opening of the Technical Bid.
- (d) 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 cost for Repair of each machinery/equipment, separately, including all costs involved in repair and indicate total cost of repair of each machinery / equipment as well as gross total for repair of all machineries / equipment, as listed in this tender.

4. The Charges quoted shall be exclusive of GST and Cess, if any, which will be reimbursed as per actuals on production of proof of payments.

5. The L1 for the repair of machineries/ Equipment will be worked out as specified in Clause 13 of Section I under the heading Award of Contract.

**Section - III**

**TECHNICAL SPECIFICATION**

**(A) PRINCIPAL PARTICULARS**

Length overall	19.70 m
Length Waterline	16.85 meter
Beam Overall	5.85 meter
Beam Hull Moulded	5.55 meter
Depth	3.49 meter
Draft maximum load	1.43 m
Displacement Lightship	22 tonne
Displacement Full Load	34 tonne
Fuel Capacity	11,000 liters
Fresh Water Capacity	500 liters
Main Engines	2 x Caterpillar C18
Generator	1 x Caterpillar C2.2
Gearboxes	2 x Twin Disc MGX - 5145 SC
Propulsion	2 x Arneson Drive ASD 14
Cruising Speed	15 knot
Maximum Speed	25 knot

**Note:** The whole surface above the waterline is coated with Class approved fire retardant resins / gel coats, hence precautions to be taken to avoid damage to the above water line hull.

**MAJOR EQUIPMENTS FIT OUT LISTWHICH REQUIRE REPAIR**

Sl. No.	Description	Qty	Make/ Model/ Spec
1.	Genset	01	Caterpillar C-2.2

## SECTION - IV

### SCOPE OF WORK AND PAYMENT & OTHER TERMS

1. The Scope of work is as placed at Annexure I.
2. **Spares / OEM Services / Tools & Tackles / Staff Requirements.**
  - (a) All the spares / components as well as services of OEM reps required, if any, during the repair of machineries/ equipment, shall be the responsibility of the Contractor and deemed to be covered within the scope of repair of above machineries/equipment. All hand tools, special tools, cleaning gear, lifting gear, paints, lubricants, coolants etc. are to be provided by the Contractor at their own cost.
  - (b) All the work being undertaken onboard these boats is to be executed by qualified / trained / OEM certified service engineers only. The staff deployed for the work should be adequately skilled to undertake repair of above machineries/ equipment. Further, damage to the machinery / equipment attributable to contractor or his staff will have to be borne by the Contractor. In addition, LD clause would be invoked, if recurring failure / boat downtime is attributable to failure of spares supplied by the Contractor or bad workmanship.
  - (c) The Contractor will be responsible for usage of appropriate gears / tools for undertaking the work. They have to carry out the routines / repairs 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 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 are to be calibrated, wherever warranted, through an accredited laboratory only. The cost of calibration is deemed to be included in the cost of the Repair. Necessary certificates of calibration are also to be provided.
3. **Guarantee:** The Contractor shall give a 12 (Twelve) month guarantee for workmanship and material defects for repairs carried out under the contract from the date of successful completion of trials. Any defect noticed during the guarantee period due to defective / poor workmanship / sub-standard material shall be rectified free of cost by the Contractor. On receipt of the complaint, the maximum time within which the 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 Contractor will give a report to the User Commissionerate about the likely time taken to rectify the defects, after attending the complaints. However, the maximum time that should be taken to rectify the defects, after attending the complaints, is two weeks from the date of attending the complaint. In case spares are to be imported, the time period required for repairs will be intimated 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 reported guarantee defects are not completed within the time period mentioned above, liquidated damage (LD) @ Rs.1000/-per week shall be charged from the Contractor till rectification of the defects and will be recovered by invoking the Performance Bank Guarantee for performance. If the defect is affecting the operational availability of the boat, the Directorate shall get the defects rectified by any other agency and amount involved in defect rectification will be recovered by invoking Performance Bank Guarantee. Docking in such case will be to the account of the contractor.

4. In the event Directorate of Logistics observes that repair / rectification work is not progressing or is not as per OEM standards, this Directorate may terminate the Contract after giving notice to the Contractor.

5. **Payment Terms.** The payments towards repair shall be as follows:-

S. No.	Stage	Payment	Documents Required
(a)	I - Advance (on request from the Supplier)	20% of the Contract value (excluding tax).	(a) Proof of order placement of spares on OEM / authorized vendor. (b) Bank Guarantee for an amount equal to the advance sought.
(b)	II -On completion of repairs and Trials	Balance 80% of Contract value and 100% tax amount.	Post completion of satisfactory repairs and acceptance trials and submission of trials documents to that effect as per Annexure -II.

**Tax shall be deducted at source as per applicable Indian Law.**

6. **Paying Authority.** Government of India, Ministry of Finance, Department of Revenue, Central Board of Excise & Customs through Commissioner, Directorate of Logistics, 4<sup>th</sup> Floor, 'A' Wing, Lok Nayak Bhawan, Khan Market, New Delhi will be the paying authority for any payment due to the Contractor under this contract as per the payment terms specified at Para 5 above.

7. **Delivery Period / Duration of Work Completion.**

7.1 All the jobs including trials have to be completed within "08 weeks from the date of signing of the contract. Delay in work completion will attract LD as specified in Para 8 below.

7.2 Work is to be undertaken onboard the vessel as far as possible and at the place where the boat is located. In the event of vessel / item is required to be shifted / carried to other places/ workshop/ repair venue, prior intimation and permission of the User Commissionerate is to be taken. All charges for the same have to be borne by the Contractor. The safety and security of the vessel / items will also be the responsibility of the Contractor.

8. **Liquidated Damages (LD).**

8.1 Extension of contracted delivery period / duration of work completion will be at the sole discretion of the Buyer, with applicability of LD clause. In the event of the Contractor's failure to submit the Guarantees, supply the stores/goods, provide the services and conduct trials, installation of equipment, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The Buyer may also deduct from the Contractor as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above per week or part thereof, subject to the maximum value of the liquidated Damages being not higher than 10% of the value of delayed stores/services.

8.2 In case of further delay in completion of the work beyond 20 weeks the Customer reserves the right to take unilateral action for cancellation of contract and for risk purchase at the cost of the Contractor.

9. **Quality, Inspection and Trials.**

9.1 Quality of work is paramount. Best prevailing shipbuilding/marine industry Practices should be followed throughout the Contract. Contractor will only deploy qualified/experienced manpower to ensure quality, planning and managerial function.

9.2 Ensuring and maintaining quality will be the responsibility of the Contractor. Additional Third Party Inspection or the Services of Professional Certifying Agencies may be mentioned as applicable in respect of items of special use.

9.3 Third party inspection, QC/ Inspection charges and other testing charges, if applicable as per OEM recommendation, are to be borne by contractor. An Inspection cum work completion certificate will be issued by the User Commissionerate on completion of the work.

9.4 **Inspection.** Necessary tests and inspections of the contracted job shall be carried out by a team constituted by the User Commissionerate. The Contractor shall give reasonable notice to the above team well in advance of the date and place of such tests / inspections. The inspection team shall also carry out joint receipt inspection of the equipment / material / spares procured by the Contractor. Shortcoming pointed out during the inspections will have to be made good by the Contractor.

9.5 During the execution of contracted Work and until the delivery thereof, the Customer's representatives shall be given free and ready access to place where related work is being performed, or materials are being processed or stored, including the yards, workshops, stores and offices of the Contractor and premises of Subcontractors who are doing work or storing materials. Notwithstanding any provision in this Article or any other Article in this Contract, the responsibility for the repairs / refit /services/supply as per the scope of work shall rest with the Contractor.

9.6 An Inspection cum work completion certificate, as applicable, will be issued by the User Commissionerate on completion of the work.

9.7 **Authenticity Certificate.** The certificate of authenticity / genuineness should always be furnished by the contractor wherever applicable and whenever asked by this unit, especially with respect to supply of spares.

9.8 **Trials.** The trials will be carried out as per OEM specifications for the specific machinery / equipment.

### **Risk and Purchase**

10. Following are the conditions under Risk and Expense clause:-

(a) Should the stores /spares or any instalment /services 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 instalment thereof, the Directorate shall after granting the 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 / spares or any instalment /services thereof not performed in accordance with the specifications / parameters provided by the OEM / Directorate during the inspections to be done by the User Commissionerate, the Directorate 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 Directorate shall, having given the right of first refusal to the Contractor be at liberty to purchase, manufacture, or procure from any other source, as deemed to be 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 spares / services remaining to be delivered there under.

(d) Any excess of the purchase price, cost of manufacturer, any other supplier as the case may be, over the contract balance shall be recoverable from the CONTRACTOR.

11. **Termination of Contract.** The Directorate shall have the right to terminate this Contract in part or in full at any stage without assigning any reason. The contract will also be terminated under following circumstances:-

- (a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than (Three months) after the scheduled date of delivery.
- (b) The Contractor is declared bankrupt or becomes insolvent.
- (c) If ownership of the company becomes a disputed issue and the matter is taken to the court of law.
- (d) The delivery of material is delayed due to causes of Force Majeure by more than (Three months) provided Force Majeure clause is included in contract.
- (e) The Directorate has noticed that the Contractor has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (f) As per decision of the Arbitration Tribunal.
- (g) If the Contractor fails to perform the assigned job, even after extension of the agreed time frame for 3 times or does a poor/ substandard job repeatedly.
- (h) If the firm is under any legal or other disputes.
- (j) The Contractor insists on a change in the contracted price.
- (k) The contractors' employees or contract labour engages in any illegal or unlawful activity while engaged in the performance of this contract.
- (l) In case of suboptimal performance by the Contractor, the Directorate shall issue a show cause notice to the Contractor. In the event of continued inaction by the Contractor despite reminders, the Directorate has the right to terminate the contract immediately.
- (m) In case of short closure, the notice will be sent to the Contractor and if the Contractor fails to respond within 15 days of the acknowledgement, a second notice would be sent. Further, if the Contractor fails to respond within 15 days of

the second acknowledgement it will be counted as acceptance of the short closure and the contract would be short closed.

12. **Resolution of Disputes.** If any difference arises between the Directorate and the Contractor in connection with the contract, it shall be resolved amicably through mutual consultations failing which it shall be referred to the sole arbitration of an Officer in the Ministry of Law and Justice, Government of India, appointed to be the arbitrator by the Secretary, Department of Legal Affairs, Government of India. The award of the arbitrator shall be final and binding on the parties to this contract.

13. **Indemnity.** If any action in court is brought against the Directorate or an officer or agent of the Directorate for the failure or neglect on the part of the Contractor to perform any acts, matters, covenants or things under the Contract, or for damage or injury caused by the alleged omission or negligence of the part of the Contractor, his agent, representatives or his sub-bidders, workman, contractors or employees, the Contractor shall in all such cases indemnify and keep the Directorate and / or its representatives, harmless from all losses, damages, expenses or decrees arising out of such action. All claims regarding indemnity shall survive the termination or expiry of the contract. The Contractor shall, at all times, indemnify and keep indemnified the Directorate, free of cost, against all claims which may arise in respect of goods and services to be provided by the Contractor under the contract.

## SECTION - V

### FORM - 1 TENDER FORM

*(The technical bid should be as per this form)*

(Tender Notice No.45/MO/2018 dated 11.05.2018)

*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, 4<sup>th</sup> Floor, 'A' Wing,  
Lok Nayak Bhawan, Khan Market,  
New Delhi- 110 511**

**NOTICE INVITING E-TENDER (NIT) FOR REPAIR OF MACHINERY AND  
QUIPMENT, ON AS IS WHERE IS BASIS, INSTALLED ONBOARD CATEGORY-I  
VESSEL NO 15 OF CBIC**

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. 15,000/- (Rupees Fifteen Thousand only). Earnest Money Deposit of Rs.15,000/- (Rupees Fifteen Thousand only) 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 \_\_\_\_\_

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 repair works are being offered? Yes/No
11. Is the tenderer not an OEM but, other, having an irrevocable MoU 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 REPAIR work.) Full detail of dealer /OEM with documentary proof)*
13. Turnover of the tenderer during the past three years (in Rs. \_\_\_Crores)

	<u>Turnover</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.)*

14. How many machinery have been maintained by the tenderer in the past three years in India or abroad? \_\_ *(Please enclose documentary proof)*
15. The tender is valid upto \_\_\_\_\_

### **Documents to be enclosed**

16. Have you paid the tender fee of Rs. 5,000/-?(Yes/No)
17. Have you submitted the EMD? (Yes/No)
18. 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 REPAIR services required as per this Tender Document to carryout REPAIR 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)
  - Copies of documents defining constitution and legal status of the tenderer; (Yes/No)
  - Documents indicating arrangements with the OEM/authorized Indian rep of the OEM for supply of spare parts for repair and technical support (Yes/No)
  - Copies of fax messages and letters, if any, sent to and received from the Purchaser during the Tender period;(Yes/No/There are none)
  - An undertaking to the effect that the Price bid does not contain any conditions whatsoever of the price demanded for repair work.(Yes/No)
  - Last three years certified published annual reports showing the turnover and financial results of the company;(Yes/No)
  - Documents indicating the past experience for maintenance of the vessels;(Yes/No)
  - Any other documents that you consider necessary to strengthen your bid. (Yes/No/No one required)

.....  
(Signature with date)  
.....  
(Name and designation)

Duly authorised to sign tender for and on behalf of

NOTICE INVITING E-TENDER (NIT) FOR REPAIR OF MACHINERY AND  
QUIPMENT, ON AS IS WHERE IS BASIS, INSTALLED ONBOARD CATEGORY-I  
VESSEL NO 15 OF CBIC

This Repair Contract (hereinafter referred to as 'Contract') made on this **Day of --**  
**- (month), 2018**, between the President of India acting through the Commissioner,  
Directorate of Logistics, Customs & Central Excise, 'A' Wing, 4<sup>th</sup> Floor, Lok Nayak  
Bhawan, Khan Market, New Delhi 110511, (hereinafter referred to as the 'Directorate'  
which shall include his successors in the office and assignees) on the one part.

AND

M/s -----  
-----, a ----- **firm through the proprietor** ----- (hereinafter referred to as  
the '**Contractor**') which shall include its permitted assignees, nominees or related  
company on the other part.

2. Whereas the Directorate had floated a Tender No.45/MO/2018 dated 11.05.2018  
and **Contractor** i.e. M/s -----, had submitted bids in response and has been  
awarded the contract vide notification of award F.No.-----dated ---.2018, it  
is hereby, agreed that the **Contractor** will undertake repair of equipments mentioned at  
Annexure-I of the vessel No.15, deployed at Mumbai, on terms and conditions  
mentioned hereunder and for a price indicated in clause 5 of this contract.

3. The following documents shall be deemed to form and be read and construed as part of  
this contract:

- (a) Tender No.45/MO/2018 dated 11.05.2018.
- (b) Techno-commercial and price bid dated ---.2018 of the Contractor.
- (c) Any other correspondence held between M/s----- and Directorate.

**Note:** The words and expressions used in this contract shall have same meanings as are  
respectively assigned to them in the condition of the contract referred to above. Further,  
the definitions and abbreviations incorporated under clause Section-I "Instructions to  
Bidders and General conditions of Contract of the Directorate's tender enquiry  
document shall also apply to this Contract.

4. WHEREAS the **Contractor** is capable of and willing to do repair of the machineries/equipment of Category-I vessel No.15 deployed at Mumbai terms and conditions as given below:

(I) that the Scope of Work of this Contract shall be as specified in Annexure-I of this contract.

(II) that the trials will be conducted as per OEM specifications.

5. **Repair Charges.** Total Cost of repair of the machineries/, as per the scope of work specified in Annexure-I, shall be as follows:

Machinery/ Equipment	Cost of Spares in Indian Rupees	Cost of service / labour Charges	Total Cost in Indian Rupees
Overhaul Genset and trials			

6. **Performance Bank Guarantee.** The **Contractor** has furnished the Performance Bank Guarantee (PBG) in the form of Bank Guarantee No.----- dated --.---.2018, for Rs. -----/- (Rupees ----- only) equal to 10% of the total contract amount, issued by Bank ----- (Detail of Bank). The Bank guarantee is valid upto --.---.-----.

7. **Terms of Payment.** The payment of the repair cost shall be made in Indian Rupees; and taxes, as applicable in India, shall be paid extra by the **Directorate**. The payments towards repair charges shall be released on completion of work and successful trials. **Tax shall be deducted at source as per applicable Indian Law.**

8. On the basis of terms and conditions agreed, this contract has been entered between the **Directorate** and the said M/s ----- (the "**Contractor**") for repair/ overhaul of machineries/ equipments of Category-I vessel No.15 deployed at Mumbai.

9. Now, in consideration of the mutual covenants fully described in **Section-I to Section-V**, hereof, the **DIRECTORATE** and the **CONTRACTOR** hereby agree to repair/ overhaul of machineries/ equipments **mentioned in Section-III to this contract** at Mumbai under the control of Customs Commissionerates (Preventive), Mumbai (hereinafter referred to as '**User Commissionerate**') to the satisfaction of the **User Commissionerates** and the **Directorate** on the terms & condition set forth herein.

Signature of the 'Directorate'	Signature of the Contractor
President of India acting through ----- Commissioner, Directorate of Logistics, Customs & Central Excise, 4 <sup>th</sup> Floor, 'A' Wing, Lok Nayak Bhawan, Khan Market, New Delhi - 110511	(Name of the Authorised representative of the firm and Firm address)

**Place and Date: New Delhi, --/--/2018**

IN THE PRESENCE OF WITNESSES

(-----)

Representative of

1. (-----)

Directorate of Logistics



**Form-2**

**Tender Enquiry No.45/MO/2018 dated 11.05.2018**

To

**The President of India, acting through  
The Commissioner (Logistics), Directorate of  
Logistics, 4<sup>th</sup> 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 -Repair of Machinerie/Equipment**

We agree to the Terms & Conditions as laid down in your tender enquiry No.45/MO/2018 dated 11.05.2018 and the enclosed Annexures to the tender enquiry and are pleased to offer our charges as under:-

**Schedule-I**

**Part - I**

**Price Bid - REPAIR**

Machinery/ Equipment	Cost of Spares in <b>Indian Rupees</b>	Cost of service / labour Charges	Total Cost in <b>Indian Rupees</b>
Overhaul Genset and trials			

**Note: Quotes are exclusive of taxes**

Signature of Tenderer

Company Seal Full Name: Address: Date:

To

Commissioner  
Directorate of Logistics  
Customs & Central Excise,  
4<sup>th</sup> 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 repair of equipment/machinery.....(hereinafter called the "tender") against the tender enquiry No. .... dated ..... of President of India acting through Commissioner, Directorate of Logistics, Customs & Central Excise, Ministry of Finance, Department of Revenue, 4<sup>th</sup> 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,  
4<sup>th</sup> Floor, 'A' Wing,  
Lok Nayak Bhawan,  
Khan Market, New Delhi -110511

PERFORMANCE BANK GUARANTEE FORM

WHEREAS ..... (name and address of the Tenderer (hereinafter called "the Contractor") has undertaken in pursuance of Contract No.-----

----- dated ----- to repair of equipment/ machinery of Category -I vessels (hereinafter called the Contract for repair of equipment / machinery of Category-I 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 REPAIR 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 REPAIR 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 REPAIR 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 upto .....and including .....day 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,  
4<sup>th</sup> 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 REPAIR 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 -----

(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 repair of machinery/ equipment (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:

.....



**Annexure-I**

**Defect List**

	<b>Commissionerate</b>	<b>Mumbai, CAT-I, Boat No 15</b>
<b>Sl. No.</b>	<b>Machinery</b>	<b>Description</b>
1.	Genset	Overhaul Genset and trials

**Annexure-II**

**On letter head of Contractor**

**INSPECTION CUM WORK COMPLETION CERTIFICATE**

<b>Vessel Hull No/ Name :</b>	
<b>User Commissionerate :</b>	
<b>Port of Deployment :</b>	
<b>Defect Details :</b>	
<b>Machinery/ Equipment :</b>	
<b>Nature of Defects :</b>	
<b>Defect Rectified by :</b>	
<b>Defect Rectified on :</b>	
<b>Details of Spares/ stores utilized :</b>	
<b>Spares/ Stores utilized</b>	<b>Condition of old spares and whereabouts</b>
<b>Trials Parameters :</b>	
<b>Trials Conducted on :</b>	
<b>Trials report</b>	<b>Satisfactory/ Unsatisfactory</b>

All old spares are handed over to Boat staff.

**Signature of Representative of Contractor**

**Signature of Boat in-charge**

**II**

**Signature of Nodal Officer**

Contd....

**Page 2 of Annexure - II**

**Guarantee By the Contractor**

**I/We have completed above work satisfactorily and hereby undertake that we provide 12 (Twelve) months guarantee** for workmanship and material defects for repairs carried out under the contract from the date of job completion. Any defect noticed during the guarantee period due to defective / poor workmanship / sub-standard material shall be rectified free of cost by us as per **Para 3 of Section IV** of the Contract.

**(Signature of the Authorised representative of Contractor)**