

C/223

**TENDER DOCUMENT
FOR
COMPREHENSIVE ANNUAL MAINTENANCE
CONTRACT (CAMC) OF 04 NOS. FRP INTERCEPTOR
BOATS 12T & 05T OF POLICE DEPARTMENT OF
DADRA & NAGAR HAVELI AND DAMAN & DIU**



UT of Dadra & Nagar Haveli and Daman & Diu

Office of the Deputy Inspector General of Police,

Police Head Quarters

Airport Road, Dunetha

Nani Daman-396 210

Phone No. 0260-2220140

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Email ID: digp-daman-dd@nic.in



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U.T. ADMINISTRATION OF DADRA & NAGAR HAVELI AND DAMAN & DIU
OFFICE OF THE DY. SUPERINTENDENT OF POLICE, (PHQ)
POLICE DEPARTMENT,
DNH and DAMAN & DIU,
DAMAN

No. 1564 SI/CSS/DMN/PHQ/GNL/CAMC/Boat/DDDNH/ 20 – 21/2279664 Date: 07/09/2021

Notice inviting e-Tender

1. On-line e-tender(s) are hereby invited on behalf of the President of India by the undersigned as per Rule No. 163 of GFR 2017 in two bid system i.e (i) Technical Bid & (ii) Commercial Bid through <https://ddtenders.gov.in> website by e-submission of competitive bids from the reputed and experienced Company/ firms/ contractors/ enterprises for the Comprehensive Annual Maintenance Contract (CAMC) work for a period of one year from the date of awarding a Contract for providing Comprehensive Annual Maintenance Contract (CAMC) of Four Fibre Reinforced Plastic (FRP) Interceptor Boats, two of 12T and two of 5T Boats of Police Department of Dadra & Nagar Haveli and Daman & Diu. Technical bid will cover information relating to all aspects other than the price quoted and Financial bid will cover the price quoted in the given Proforma in the Annexure part of this tender document.

Sr. No	Name of Work	TENDER FEE Non – Refundable	EMD Rule – 170 of GFR (Earnest Money Deposit)
1.	Providing Comprehensive Annual Maintenance Contract (CAMC) of Four FRP Interceptor Boats, <u>two of 12T</u> and <u>two of 5T Boats</u> of Police Department of Dadra & Nagar Haveli and Daman & Diu for the period of 01 Year.	₹2000/- (Two Thousand) in form of Account Payee Demand Draft, Banker's Cheque Fixed Deposit Receipt, or Bank Guarantee from any of the Banks drawn in favour of DIGP, Dadra & Nagar Haveli and Daman & Diu	₹360000 (Three Lakhs Sixty Thousand One Hundred Fifty Rupees) in form of Account Payee Demand Draft, Fixed Deposit Receipt, or Bank Guarantee from any of the Banks drawn in favour of DIGP, Dadra & Nagar Haveli and Daman & Diu.

2. The tender documents including application form, Terms & Condition, format for Technical Bid and Financial Bid, Specifications, Checklist, Contract Form etc. are enclosed as **Annexure** to this e-Tender Notice which are available on our websites <https://ddtenders.gov.in>. Any change / modification in tender enquiry will be intimated through above websites only. Bidders are, therefore, requested to visit above mentioned website regularly to keep themselves updated. For reference the CRITICAL DATE SHEET is given below:-

❖ Downloading of Tender Documents from website of https://ddtenders.gov.in	08/09/2021
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❖ Last date for submission/uploading e-tender documents on https://ddtenders.gov.in website with scanned copies of tender fee, EMD and other relevant mandatory document.	28/09/2021
❖ Pre – bid Meeting	15/09/2021
❖ Online opening of Technical bid / Evaluation/ Scrutiny of bids	30/09/2021 (if possible)
❖ The Commercial bids of only technically qualified firms will be opened.	04/10/2021 (if possible)
❖ The tender form along with all details including schedule and terms & conditions can be downloaded from the website https://ddtenders.gov.in	
❖ Bidders have to upload the Commercial Bid in Electronic format only on https://ddtenders.gov.in website within prescribed date & time. Price bid in Physical format shall not be accepted in any case.	
❖ The tender inviting authority reserves the right to accept/ reject any or all or part tenders without assigning any reasons thereof.	

3. Details of the e-Tender Documents :

Sr. No.	Annexure	Title of the Document
1	Annexure – A	General Terms & Condition
2	Annexure – B	Additional Terms & Condition
3	Annexure – C	Financial Bid Format
4	Annexure – D	Technical Specifications
5	Annexure – E	Checklist
6	Annexure – F	Contract Form
7	Annexure – G	Proforma For Bank Guarantee
8	Annexure – H	Pre Qualifications Conditions
9	Annexure – I	Tender Acceptance Letter

4. The details of Applicability, scope of work, Exclusions from the CAMC, Customer's Obligation, payment schedules, Tenure of Contract, Termination, Force Majeure, Performance bank Guarantee, Technical Specifications of the Boats, Governing Law agreement details, etc. are enclosed as additional terms & conditions to this e-Tender Notice. In case of any further clarification or queries, the bidders may contact in the office of the Deputy Superintendent of Police, (HQ), Police Head Quarters, Airport Road, Dunetha, Daman 396 210 During the Office hours on any working day.
5. Deputy Superintendent of Police, (HQ), DNH&DD, reserves the right to reject any or all of the bids without assigning any reasons.


Dy. Superintendent of Police, (HQ)
Police Head Quarters,
Daman.

Copy to:-

1. The District Informatics Officer (NIC) Daman for Publishing on website of UT Administration of Daman & Diu i.e on www.daman.nic.in.
2. All Head of Office, Daman (U.T.) for wide publicity

Annexure - A

GENERAL TERMS & CONDITIONS

1. Bidders have to submit the **Financial Bid** in Electronic format only on <https://ddtenders.gov.in> website within prescribed date & time. **Price bid in Physical format shall not be accepted in any case.**
2. As per instructions of the Govt., the tender/Tender(s) Notice has been published on the <https://ddtenders.gov.in> and www.daman.nic.in.
3. The participating bidder / service provider must physically send original *Earnest Money Deposit* (EMD) and *Tender Fees* to the O/o The Dy. Superintendent of Police, (HQ) Police Head Quarters, Airport road, Dunetha, Nani Daman, Daman – 396210. **Bids without Tender fees and E.M.D. will be rejected straightway.**
4. The E.M.D. shall be in form of Account Payee Demand Draft, Fixed Deposit Receipt, or Bank Guarantee from any of the nationalized Banks drawn in favour of **DIGP Dadra & Nagar Haveli and Daman & Diu, Daman** payable at **Daman**. No interest will be given on E.M.D. The EMD is normally to remain valid for a period of forty-five days beyond the final bid validity period. Scanned copy of EMD is to be uploaded with e-tender on <https://ddtenders.gov.in>. Original EMD shall be sent to the O/o the tender inviting authority on or before the closing date. However, tender inviting authority will not be responsible for any postal delay.
5. EMD of the unsuccessful bidders will be returned to the respective bidders after the award of the contract or as decided by the DIG (P) DNH – Daman & Diu.
6. The bidder / service provider registered with Micro Small and Medium Enterprises (MSMEs) as defined in MSME Procurement Policy issued by Department of Micro Small and Medium Enterprises (MSME) or are registered with the DGS&D, Central Purchase Organization, National Small Industries Corporation (NSIC) for providing CAMC of Boats or manufacturing of Boats, are exempted from deposition of Earnest Money Deposit (EMD). They have to must upload/attach the legible copy of their registration with MSME/NSIC/DGS&D, in lieu of their claim for exemption from submitting EMD.
7. Only GST (**IGST/CGST/SGST/UGST**) registered bidder are eligible to fill this e-Tender and must attach/upload legible documentary proof of having registered with GST department.

8. Only authorized representatives will be allowed to attend the meeting of the Purchase Committee. They should also bring Letter-Head of the firm with an undertaking that any decision/negotiation taken by them would be accepted by firm.
9. No representative shall be allowed to attend the meeting of the Purchase Committee on behalf of more than one firm. The representative, who is deputed to attend the meeting, should be Director or Partner or Owner or an employee of firm bearing an authority letter, whose specimen signatures should be attested by the firm's authorized signatory having seal of the firm.
10. Participating bidder / service provider would not be permitted to alter or modify their bids after expiry of the deadline for receipt of Bid.
11. The bidder / service provider whose rates are accepted will have to deposit **3%** of the total cost of the contract, as Performance Security, as per rule – 171 of GFR 2017, in the shape of an Account Payee Demand Draft/Bank Guarantee/FDR from any of the Commercial Bank in favor of **DIGP Dadra & Nagar Haveli and Daman & Diu, Daman** payable at **Daman** within **07** days from placing supply order. **Performance Security** shall bear no interest. **Performance Security** should be valid for a period of 60 days beyond the completion of all contractual obligations by the supplier including Warranty/ Guarantee period etc. *EMD security should be refunded to the successful bidder on receipt of Performance Security.*
12. If any firm claims for exemption from submitting EMD, they have to upload/attach the legible copy of their registration with MSME/NSIC/DGS&D, in lieu of their claim for exemption from submitting EMD.
13. The tender inviting authority will consider extension of the time for remitting the security deposit as demanded. However, in case of denial to consider such extension, the bidder / service provider is bound and shall abide by the limit given.
14. In case successful bidder fails to deposit the **Performance Security** within **07** days from the date of receipt of letter, the E.M.D. of the firm will be forfeited in favor of department and action will be initiated to blacklist such firm.
15. In case, the bidder / service provider fails to provide CAMC, **liquidated damage (L.D.)** will be charged as mentioned in the Para No. 3.2 of Additional Terms & Condition at Annexure – B. Besides, action will be initiated to blacklist such firm and forfeiture of its Performance Security Money.
16. If the materials used, are found to be of inferior quality, then whole material will be rejected. The bidder / service provider will have to take back the material at his own cost and replace it from fresh stock within the time frame mentioned at Para No. 3.2 of Additional

Terms & Condition at Annexure – B. In case the bidder / service provider fails to service or replace the rejected materials the Performance Security will be forfeited, as well as, action for blacklisting will also be taken prior to taking any legal action.

17. The Bid shall remain valid for **six calendar months** from the date of opening of the tender.

18. The rates will be F.O.R. (Freight on Road) at Daman Police Head Quarters, Airport Road, Nani Daman – 396210. No extra charges for boarding, lodging, manpower, packaging, forwarding, fittings and insurance etc. will be paid on the rates quoted.

19. The payment will be made as per the Para No. 7 of ATC Annexure B. No advance payment will be made. Under no circumstances, sub-standard material will be accepted.

20. The payment will be made depending upon the availability/release of funds by the Govt. and the bidder / service provider shall have no claim in case of delayed payment and no interest will be paid for the delayed payment.

21. The Purchase Committee of Police Department may, at its sole discretion, waive any minor infirmity, nonconformity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

22. The Purchase Committee reserves the right to reject any tender or all bids without assigning any reasons thereof.

23. In case of any differences, the bidder / service provider can be called for negotiation to patch up the differences on table prior to approaching court. In exceptional situation, a purchase committee may negotiate price with the qualified bidder quoting the lowest price before awarding the contract.

24. In case of violation of any clause of contract/agreement deed/Additional terms & Conditions, the explanation of the bidder / service provider can be called by issuing show cause notice, if the reply is not found satisfactory. Performance Security can be forfeited as well as action for blacklisting can also be taken prior to taking any legal action.

25. All disputes are subject to the jurisdiction of the Courts in jurisdiction of Daman district, only.

26. All the participating bidder / service provider (s) shall upload on the website an **Undertaking** to the effect that the firm is neither blacklisted by any Govt. Department nor any Criminal Case is registered against the firm or its owner or partners anywhere in India. The bid will be rejected straightway without assigning any reasons if the firm involves in any criminal cases, declared black listed by any Govt./Semi govt. department/agencies etc.

27. The participating firm(s) will have to submit an **Undertaking** to the effect that they will provide **Guarantee/Warranty** of the spares as mentioned in the terms & conditions from the date of acceptance of store.

28. The participating bidder / service provider (s) must having an experience of completing similar task will have to submit an **Undertaking** in this regard.

29. After technical evaluation and financial bid, the Purchase Committee will have discretion to award the contract to any of the firm, if their L-1 rates are same.

30. Please go through the e-tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the the number of documents - including the names and content of each of the document that are needed.

31. Bidders are advised to study this tender document carefully before participating. It shall be deemed that submissions of Bid by the bidder / service provider have been done after their careful study and examination of the tender document with full understanding as to its implications.

32. All invoice/ bills should be in triplicate and should invariably mention the number and date of contract order. All bills should be pre-receipted on a revenue stamp of proper value. Invoice/Bills which are not pre-receipted on revenue stamp will not be accepted for payment

33. Tax charged on account of GST shall not be more than what is payable under the provision of relevant act of the rules made there under.

34. All the procedure for purchase of store laid down in GFRs & DPFs shall be adhered to strictly and the bidders are to be bound to respect the same.

35. Format of Financial bid is provided in the form of template (Annexure- C) in PDF format, alongwith this e-tender document at <https://ddtenders.gov.in> . Bidders are advised to download this template in PDF format as it is and quote their offer/rates in the permitted column and upload the same in the manner. In case if the same is found to be tempered/ modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned. Page of the Financial Bid should be signed by the authorized person and stamped with Company Seal/ Stamp. The rates to be quoted in Financial Bid should be in Indian Rupees inclusive of all taxes. The rate quoted shall be valid for 180 days from the date of opening of technical bid. The period can be extended with mutual agreement.


36. Those participating firms(s) found fit, in preliminary checking about submission of Tender fee, E.M.D and other relevant document such as T&C, Undertaking, Annexure etc., and their technical bid will be opened.

37. Financial bids of only those bidders will be opened whose technical bids are found suitable by the Purchase committee. Date and time of opening of price bids will be decided after technical bids have been evaluated by the committee.

38. Any queries relating to this e-tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority. In case of any query office of the undersigned may be contact during office hours on any working day or may call on 0260 – 2220102, 2220015.

The above conditions are accepted and are binding on me/us.

Signature of the Supplier's With Seal
The above conditions are accepted and are
binding on me/us



Dy. Superintendent of Police, (HQ)
Police Head Quarters,
Daman

Dated: - /09/2021

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Annexure - B

**ADDITIONAL TERMS & CONDITIONS FOR COMPREHENSIVE MAINTENANCE
CONTRACT FOR FOUR FRP INTERCEPTOR BOATS OF POLICE
DEPARTMENT OF DADRA & NAGAR HAVELI AND DAMAN & DIU**

1. **Introduction:** Deputy Superintendent of Police, (HQ), Police Head Quarters, Airport road, Dunetha, Daman – 396210 is desirous for providing Comprehensive Annual Maintenance Contracts for the four Interceptor Boats of Police Department of Dadra & Nagar Haveli and Daman & Diu. The '**Service provider**' shall undertake to provide Comprehensive Annual Maintenance Contract/service (including Routine Services, preventive maintenance and breakdown maintenance service to the entire boats inclusive of all machines / equipments/ refurbishing/ systems installed on the boat) to all the Four (04) FRP Interceptor Boats, deployed under the Coastal Police Stations of the UT of Dadra & Nagar Haveli and Daman & Diu. The details and locations all the four Interceptor Boats consisting of 02Nos. 12T Boats and 02Nos. 5T Boats are as under.

Sl. No.	Name of the District	No. of 5T Boats	No. of 12T Boats
1.	Daman	01	01
2.	Diu	01	01
Total		02	02

2. **Applicability:** This Service Contract will apply to all the 04 IBs, which have been supplied to UT of Dadra & Nagar Haveli and Daman & Diu by MHA under the Coastal Security Scheme (Phase-I) and presently under operation and not declared as scrapped (Quantity declared above in tabular format). Out of these 04 Interceptor Boats 2 Boats are of 12 Ton and 2 Boats are of 5 Ton. **Bidder/Bidder/Service provider** shall agreed to provide comprehensive Maintenance for 04 FRP Interceptor Boats of DNH&DD in accordance with the e-tender and its subsequent corrigendum and addenda. Terms and conditions enumerated in the succeeding paragraphs will apply to this e-Tender. **Bidder/Bidder/Service provider** shall abide with the following Additional Terms & conditions.
3. **Scope of Work / Technical Terms & Conditions of Contract:** The **Bidder/Bidder/Service provider** shall provide and/or render the following services:
 - 3.1 Provide comprehensive maintenance services/repairs/replacements for all equipment and systems i.e. navigation and communication equipment, propulsion package (Engines, Water Jets and OBMs), Diesel Generator and Air Conditioner (In 12 Ton Boats), Safety Collars and other special equipment such as Bullet Proof Glasses, Life Rafts, Fire Extinguishers as well as interiors and exteriors (which includes seats, mattresses, carpets, hatches, doors, windows and painting etc.) services of the authorized representatives in India should be arranged as required if necessary. Contract includes Routine Services, preventive maintenance and breakdown maintenance service to the entire boats inclusive of all machines / equipments/ refurbishing/ systems installed on the boat. The Bidder/Service provider will arrange for the spares required to undertake such services/repairs/replacements.
 - 3.2 Depute trained Engineers/Technicians in shortest time, not exceeding 1 day to attend to the defects of the IBs at their respective base stations. The defects of

routine nature should be rectified within a period of one to two days from the date of reporting of defects. The defects which require critical spares, which are not readily available and need to be procured indigenously or imported shall be rectified within 5(five) days of the reporting of defects. Procuring of the spares within the time frame will be the sole responsibility of the Service provider. Keeping this in consideration, if an IB is non-operational for more than 1(one) week continuously after receipt of such call from its base station to attend to the defect, CAMC payable will be reduced @ 0.5% per day for a delay in the repair beyond 1(one) week subject to an upper limit of 10 % of the annual CAMC value of the subject Interceptor Boats. In case the replacement of the defective part or parts is not practically possible due to non-availability of the said part(s), it is the duty of the Bidder/Service provider to intimate the same in writing to the Customer and find the alternative solution for rectification of the said defect(s) and make the boat operational at the earliest. Delays due to non-availability of requisite support at the base stations and in the case of natural calamities, war, riots, strikes, sabotage, explosions, restrictions imposed by the local administration, etc. shall be excluded from the calculation of down-time.

- 3.3 Bidder/Service provider to ensure availability of adequate personnel (Engineers/Technicians/Labors) at their premises and/or arrange on subcontracting, to visit and attend to the IBs at different base stations, otherwise it will entails deductions @ 1% of the annual CAMC value per day maximum, up to 25% of the annual CAMC value, and after that the contract will deemed to be terminated.
- 3.4 However, the service to be provided by the Bidder/Service provider under this Contract shall includes everything, except mentioned in the Exclusions from CAMC in **Para 4**. Any services in respect of such jobs if provided by the Bidder/Service provider shall be payable to the Bidder/Service provider over and above the CAMC value.
- 3.5 Bidder/Service provider shall be responsible for the complete maintenance of the boats (preventive as well as breakdown maintenance) inclusive of spares (subject to exclusions listed under **Para 4**).
- 3.6 Bidder/Service provider shall make their own arrangements for spares/ tools/measuring instruments and for boarding and lodging of their personnel.
- 3.7 All the Four (04) Boats shall be taken over on "as is, where is" basis, i.e. rectification of defects existing on the boats at the time of takeover will be carried out by Bidder/Service provider free of cost (unless such defects have been mentioned in the exclusions from CAMC under **Para 4**).
- 3.8 In all cases of repairs required which are not covered under CAMC, Bidder/Service provider shall give a quotation and take prior approval before commencing the work. However, even in case of repairs / breakdowns not covered under CAMC, only the cost of spares and outsourced services will be charged. Bidder/Service provider services / labor charges will not be charged extra on such repairs.
- 3.9 If any repair work which is not attended by the Bidder/Service provider in the allotted time frame **as specified in Para 3.2** and the boat remains Non- operational then the Customer is entitled to get the repairs done with available means and make the boat operational. The Expenditure incurred towards such repairs will be deducted from the annual CAMC value.
- 3.10 Bidder/Service provider shall specifically designate at least 02 (Two) technicians for both the Districts i.e. Daman & Diu where the boats are stationed at their assigned districts permanently. If any defect rectification is required more persons (Technician/Labours), the Bidder/Service provider should make the arrangements

for such persons, in any case the Customer is not liable to provide any assistance in this regard.

- 3.11 Bidder/Service provider shall set up a workshop for repair / overhaul of the equipment on these boats at a suitable location within 1 month of the agreement coming into force.
- 3.12 Bidder/Service provider shall provide the standard operating procedure (SOP) for all the equipments including daily checks / routines to be carried out by boat operating staff.
- 3.13 Bidder/Service provider shall create a stock of routine maintenance spares equivalent to 25% of the routine maintenance spares requirement per quarter for the boats under CAMC within 1 month of the agreement coming into force. This stock shall be maintained by Bidder/Service provider throughout the duration of this agreement. The following spare assemblies in repaired / overhauled condition shall also be maintained as floating stock.

DETAILS OF THE SPARES TO BE KEPT AS FLOATING STOCK.

- One complete engine each of 5T and of 12T.
 - One complete overhauled power heads for the outboard engines of the 5 Ton boats.
 - One complete overhauled Port and Stbd Gearbox for the 5T boats.
 - Two complete cylinder heads (without fuel injectors) for the Cummins Main Engines of the 12 T boats.
 - One complete generator engine and one complete alternator (starter & rotor) for the diesel generator set on the 12 T boats.
 - One spare shaft, shaft seal, thrust bearing and insulated wear ring for the water jets on the 12 T boats.
- 3.14 The Bidder/Service provider should setup a 24x7 helpline for lodging complaint & reporting compliance.
 - 3.15 Equipment that are now become obsolete spares for repair of that model are no longer available even through the (OEM) then similar type of new equipment shall be provided by Bidder/Service provider or shall arrange for a repair or install new one. It will be sole responsibility of service provider.

4. Exclusion from the CAMC

- 4.1 CAMC is based on a maximum of 3000 running hours per calendar year for any boat. In case of any boat running more than 3000 hours, additional cost of spares / consumables / materials required for maintenance will be charged extra.
- 4.2 Consumables (such as lubricating oils, hydraulic oil, coolants, paints, etc), fuel oil, fresh water, electricity and compressed air at site for maintenance work are to be provided by the Customer.
- 4.3 Providing a forklift for lifting heavy equipment at site, provision of a suitable cradle and jetty are part of Customer responsibility.
- 4.4 Repairs/Replacement/Damage on account of Accidents/Fire/ / Sabotage/Theft/Natural calamity for any cause whatsoever.
- 4.5 Damages/Breakdowns due to mishandling or negligence or not operating the boat/machinery or equipment as per Standard Operating Procedures/Recommendations given by the OEM or Bidder/Service provider causing physical damage to the boat/machinery/equipment, unauthorized tampering with wiring/installation of machinery/ equipment / fittings or use of non-approved consumables.

- 4.6 Short life items like batteries, lifebuoys, life jackets and signal flares etc. which require no maintenance but are designed to be disposed off at the end of their useful life.
- 4.7 Items/Routines under operator responsibility such as daily checks, daily maintenance, start up and shut down routines.

5. Customer's Obligations

- 5.1 The Customer will arrange and directly bear the cost for fuel oil, lubricating oil, grease, dry cloth, jute and services of forklift compressed air, electricity and fresh water. In case the concerned Police Station doesn't have any of the facilities like forklift or compressed air equipment the same should be hired by that police Station as per requirement of the Bidder/Service provider and the cost incurred will be borne by the Customer.
- 5.2 The Customer shall provide the direct and unhindered access to all Equipment/Systems of the respective IB's to the personnel deputed/authorized by the Bidder/Service provider while providing services under this contract.
- 5.3 The Concerned District(s) shall provide certification of job completion (forms to be mutually agreed) to the Bidder/Service provider after the job has been completed and the trials have been taken satisfactorily in the presence of the Engineer/Technician of the Service Provider.
- 5.5 The Customer shall provide Custom's Duty Exemption Certificate for all imported spares. In case the same cannot be arranged by the Customer, Customs Duty shall be paid by the Bidder/Service provider and cost towards the same shall be reimbursed by the Customer within 4(four) weeks of submission of such claim by the Service provider.
- 5.6 Damages/Breakdowns due to mishandling or negligence or not operating the boat/machinery or equipment as per Standard Operating Procedures/Recommendations given by the OEM or Bidder/Service provider causing physical damage to the boat/machinery/equipment, unauthorized tampering with wiring/installation of machinery/ equipment / fittings or use of non-approved consumables.
- 5.7 Short life items like lifebuoys, life jackets etc. which require no maintenance but are designed to be disposed off at the end of their useful life. But maintenance or timely providing new Batteries, fire extinguishers, maintenance of life rafts, etc. will not be covered under CAMC.

6. Cost of CAMC: The cost of the CAMC will be in accordance with lowest rates quoted by the Bidder/Service provider in the financial bid, with reference to this tender.

7. Terms & Condition of payment: The Payment of CAMC Charges by the Bidder/Service provider will be as detailed below: NO advance payment will be made. Payment would be made on quarterly basis. The quarterly payment will be paid after receipt of work completion certificate from I/C CSS Boat of Daman & Diu districts, for the respective quarters, for which invoice has raised. Process of

payment shall be initiated by the I/C Boat – Daman after having satisfied the all the defects raised by I/C Boat have been undertaken by the Bidder/Service provider and a certificate of the same shall be attached by I/C Boat along with the invoice. Prior to process for payment verification process would be undertaken by I/C Boat - Daman and work done certificate shall be attached.

8. Tenure of the Contract :

- 8.1 The Contract will come into effect from Date of signing of the Contract and shall be effective initially for period of one (01) year, which can be extended on year to year basis, subject to approval of the competent authority, with mutual consent on the rates and terms & conditions as detailed in the tender documents based on satisfactory performance.
- 8.2 The Bidder/Service provider shall not be liable for defect rectification under this Warranty of any equipment or system, upon which any maintenance work/defect rectification has been carried out by the Customer, without prior concurrence of the Service provider.
- 8.3 Neither party shall assign or transfer all or any part of its right under this agreement without the consent of the other party nor can the agreement be amended for any other reasons without the prior written agreement of both parties.
- 8.4 The contract will be terminated any time due to breach of any condition mentioned in **Para 3** (Scope of Work/Technical Terms & Conditions of Contract) or not providing satisfactory service.

9. Force Majeure :

- 9.1 Severe storm, fire, flood, natural disaster or any other act of God, epidemic, civil commotion, strike, sabotage, explosion, quarantine restrictions or any other such occurrence beyond the control of the Bidder/Service provider shall constitute **Force Majeure** events provided that Bidder/Service provider serves a notice in writing to the Customer within Ten (10) days of occurrence and cessation of each such event.
- 9.2 Further provided that the Service Provider, if claiming **Force Majeure** has to establish the following to the satisfaction of the Customer.
 - (i) The events have delayed the performance of work and
 - (ii) The events were beyond reasonable control and not due to the fault or negligence of the Service Provider.

- 10. **Termination:** This contract may be terminated by either of the parties by giving written notice of termination to the other party of not less than Thirty (30) days. The termination of this contract shall not affect the rights and obligations of either party regarding any binding offer or firm obligation approved and agreed by either party to the other. All spares used or replaced in the course of routine / preventive or breakdown maintenance must be original and procured from authorized OEMs and should be genuine, any deviation or use of dubious spares would render the Bidder/Service provider for disqualification and contract will be terminated. The customer will conduct performance audit of the CMC work being carried out by the Service providers based on parameter decided by the customer. The Parameters may inter-alia include use of OEM genuine parts, quick and

prompt maintenance services, economy of operations, satisfaction level of user agencies, etc. If the customer feels after the conduct of performance audit that the services delivered by the Bidder/Service provider is not up to the mark, the CMC contract may be terminated by the customer giving one-month notice. The frequency of such performance audit will be once every 3 months at the sole discretion of the Customer.

11. Confidentiality:

- 11.1 Bidder/Service provider to hold all confidential information regarding Coastal Police Boats in trust and confidence and to give its consent that it shall be used only for the contemplated purpose, shall not be used for any other purpose or disclosed to any third party.
- 11.2 No copies will be made or retained of any written information supplied.
- 11.3 Upon demand by the UT Administration of Dadra & Nagar Haveli and Daman & Diu, all information, including maintenance and supply of spare parts of boats machinery taken by Bidder/Service provider shall be provided to costumer.

- 12. Warranty:** The repair work must stand for warranty of at least 3 months from the date of job completion. In case any problem in the said repair work/service within warranty, the same must be repaired or replaced by the Bidder/Service provider within one week from the date of problem detection and confirmation at their own cost. If the Bidder/Service provider fails to carry out the said job, the customer will rectify the problem by the available means and the cost incurred for the same will be recovered from the CAMC value.

- 13. Performance Bank Guaranty :** The Bidder/Service provider has to submit Performance Bank Guarantee @ 3 % of contractual value within 15 days from the date of signing of the service contract for the duration of CAMC period + 3 months from any Nationalized Bank including any public sector bank or Private Sector Banks authorized by RBI or Commercial Bank or Regional Rural Banks of UT of Daman & Diu or Co-Operative Bank of UT of Daman & Diu (operating in India having branch at Mumbai) as per the G.R. no. EMD/10/2016/328/DMO dated 01.05.2017 issued by Finance Department or further instruction issued by Finance department from time to time. (The draft Proforma of Performance Bank Guarantee is attached herewith.) "Annexure-G"

- 14. Technical Specifications of the Boats:** The Technical Specifications of boats are placed at "Annexure D".

- 15. Governing Law:** This Contract including the Contract Documents shall be governed by and construed in accordance with the laws of India and the Court of Dadra & Nagar Haveli and Daman & Diu shall have jurisdiction in this regard

Signature of the Supplier's With Seal
The above conditions are accepted and are
binding on me/us

Dy. Superintendent of Police, (HQ)
Police Head Quarters,
Daman

Dated : /09/2021

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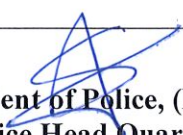
Annexure - C

FINANCIAL BID FORMAT & REQUIREMENT

COMMERCIAL BID FOR TO UNDERTAKE CONDITIONS FOR COMPREHENSIVE
MAINTENANCE CONTRACT FOR FOUR FRP INTERCEPTOR BOATS OF POLICE
DEPARTMENT OF DADRA & NAGAR HAVELI AND DAMAN & DIU

We the bidder / service provider hereby certifying that we are established
manufacturer of boats or CAMC service provider for Boats, under the title name
M/s _____ having company/factories/workshop at
_____ are hereby offer to provide
Comprehensive Annual Maintenance Contract of four FRP boats of Police Department of
DNH & DD, as per rates on the website:

Sr. No	Description of the item	No. of Boats for which CAMC to be provided	Total Cost of CAMC for all the four boats, for one (01) year with GST & charges
1.	Providing Comprehensive Annual Maintenance Contract (CAMC) of Four FRP Interceptor Boats, two of 12T and two of 5T Boats of Police Department of Dadra & Nagar Haveli and Daman & Diu for the period of 01 Year	Four (04) FRP Boats	


Dy. Superintendent of Police, (HQ)
Police Head Quarters,
Daman.

It is hereby certified that we have understood all the terms and conditions specified in the e-tender document and are thoroughly aware of the nature of job required to be done and goods/items to be repair/supplied/install. We agree to abide by all general and additional terms and conditions of this e-tender. We hereby offer to undertake CAMC contract of all the four boats.

(Signature and seal of Bidder)
Dated: _____

TECHNICAL SPECIFICATIONS**(i) 12T Interceptor Boat**

Name of the Boat	12T GRP Boat		
Length(Overall)	13.0 m		
Breadth (Moduled)	3.55 m		
Depth (Moduled)	0.7 m		
No. of Engines	2 Nos. inboard diesel engines.		
Type of Engines	Cummins QSC 8.3 M., 4 Stroke Marine Diesel Engine		
Make of Engines	Cummins		
Power of Engines	500 BHP @ 2600 rpm.		
Gear Box			
i. Model No	ZF 286		
ii. Make	ZF Marine Middle East I.I.C.		
Waterjet			
i. Model No.	HJ 292		
ii. Make	M/s. CWF Hamilton & Co. Ltd.		
Diesel Generator			
i. Model No	IS 9.1S		
ii. Make	Mase Generators. Italy		
iii. Capacity	9.1 KVA		
Air Conditioning Unit			
i. Type	WBCC30D		
ii. Make	M/s. Webasto AG, Germany		
iii. Capacity	30,000 BTU		
Battery Charger			
i. Make	Victron Energy		
ii. Location	DG Set Room		
Battery : All.			
i. Make			
ii. Location			
iii. Capacity			
	Location	Make	Capacity
	Engine Room (Port)	Amaron	150 AH
	Engine Room (Starboard)	Amaron	150 AH
	Sewage Tank Room	Amaron	150 AH
	Sewage Tank Room	Amaron	150 AH
	DG Set Room	Exide	44AH
Fixed Bilge Pump			
i. Type	Rule 1100 GPH fully automatic bilge pump		
ii. Make	RULE		
iii. Location	One each in Engine Room, DG Set Room, Sewage Tank Room, Below accommodation Cabin		
iv. Capacity	100 GPH		
Fixed Fire Pump:			
i. Type	Engine Driven Pump		
ii. Location	Engine Room		
iii. Capacity	195 lt/min		
Portable fire Pump:			

i. Make	JS-32			
ii. Type	Rotary Type (Red Color)			
iii. Capacity	1.1 Lt/Hr			
Portable Bilge Pump:				
i. Make	JS-32			
ii. Type	Rotary Type (Black Color)			
iii. Capacity	1.1 lt/Hr			
Fresh Water Tank				
i. Make	Accastillage Bemard			
ii. Type	Rigit Plastic Tank			
iii. Capacity	100 Ltrs			
Fuel Tank				
i. Make	Goa Shipyard			
ii. Type	FRP Type			
iii. Capacity	550 Ltrs			
Fire Extinguisher	Type	Make	Location	
	DCP 5 Kg	Geo Fire	Wheel House	
	CO 2 4.5 Kg	Geo Fire	In Engine Room & Stores under the cabin seats	
	AFFF, 9 Lt.	In time	Stores	
	AFFF, 9 Lt.	In time	Engine Room	
	AFFF, 9 Lt.	In time	Engine Room	
	AFFF, 9 Lt.	In time	Engine Room	
	FM-200	A.B.S.	Engine Room	
Life Jackets	4 Nos. Adult Bullet Proof Life Jacket for Crew 10 Nos. SOLAS approved Life Jackets for Passengers			
Life Buoy	SOLAS approved 30 inch Lifebuoy 2.5 Kg			
i. Type	4 Nos.			
ii. Quantity				
Navigation Lights:	Type	Make	Location	Wattage
	Port	Aqua Signal	Mast	24V,10W
	STBD	Aqua Signal	Mast	24V,10W
	Mast Head	Aqua Signal	Mast	24V,10W
	Stem	Aqua Signal	Aft of Wheel house	24V,10W
	Anchor	Aqua Signal	Mast	24V,10W
	Towing	Aqua Signal	Mast	24V,10W
	NUC	Lalizas	Detachable Mast	24V,10W
Fire Detection System	Smoke & Heat Detection System			
i. Type	Agni Suraksha			
ii. Make	One Smoke Detector and One Heat Detector each in Engine Room. DG Set Room, Sewage Tank Room and 8 Person Seating area.			
iii. Location				
Communication System	VHF			



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i. Type	Icom Inc.		
ii. Make	Wheelhouse Console		
iii. Location			
Navigation System	Type	Make	Location
	Echo Sounder	North Star	Wheel House
	Radar & GPS	North Star	Wheel House Top

(ii) 5T Interceptor Boat

Name of the Boat	5T GRP Boat		
Length(Overall)	9.60m excl. OBM		
Breadth	3.28m Incl. Collar		
Draught	0.7m when fully loaded		
No. of Engines	2 Nos. Outboard Motors		
Type of Engines	In Line Four Stroke Verado		
Make of Engines	Mercury Marine, Singapore (U.S.A.)		
Power of Engines	275 BHP		
Bilge Pump			
i. Type	Rule 1100 GPH Fully Automatic bilge pump		
ii. Make	RULE		
iii. Location	2 Nos. in Engine Room & 2 Nos. in Storage Space		
Battery Charger			
iii. Make	Victron Energy		
iv. Location	Inside Wheelhouse Console		
Battery : Fwd.	02		
i. Make	Amaron		
ii. Location	Port, Starboard		
iii. Capacity	12V,100Ah		
Battery : All.	02		
iv. Make	Amaron		
v. Location	Port, Starboard		
vi. Capacity	12V,180Ah		
Portable fire Pump:			
i. Make	JS-32		
ii. Type	Rotary Type		
iii. Capacity	1.1 Lt/Hr		
Portable Bilge Pump:			
i. Make	Jabsco		
ii. Type	Jabsco Amazon Bulkhead pump, with detachable handle		
Fire Extinguisher	Type	Make	Location
	DCP 5 Kg	Geo Fire	1 No. in Storage Space
		Geo Fire	1 No. in Wheelhouse
	CO 2.5 Kg	Geo Fire	Storage Space
	AFFF, 9 Lt.	Geo Fire	Engine Room
Life Jackets	4 Nos. Adult Bullet Proof Life Jacket for Crew 10 Nos. SOLAS approved Life Jackets for Passengers		
Life Buoy			
iii. Type	SOLAS approved 30 inch Lifebuoy 2.5 Kg		
iv. Quantity	4 Nos.		



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Navigation Lights:	Type	Make	Location	Wattage
	Port	Croco Dol Sud	Mast	12V,10W
	STBD	Croco Dol Sud	Mast	12V,10W
	Mast Head	Croco Dol Sud	Mast	12V,10W
	Stem	Croco Dol Sud	Aft of Wheel house	12V,10W
	Anchor	Croco Dol Sud	Mast	12V,10W
	Towing	Croco Dol Sud	Mast	12V,10W
	NUC	Lalizas	Detachable Mast	12V,10W
Fire Detection System	Gasoline Detector & Control System			
i. Type	Fireboy			
ii. Make	1 No. Detector in Engine and Storage Space each & panel in			
iii. Location	Wheelhouse Console			
Communication System	VHF Marine Transceiver			
iv. Type	Icom Inc.			
v. Make	Wheelhouse Console			
vi. Location				


Dy. Superintendent of Police, (HQ)
Police Head Quarters,
Daman.

Annexure - E

CHECK LIST

Other information for Bidder

All the participating firms are requested to upload the following documents with their bid. In the absence of any of the following documents, the bid will be disqualified/rejected straightway without any further clarification:-

SI No	Description	Yes/No
1.	EMD of ₹360000 (Three Lakhs Sixty Thousand Rupees) in form of Account Payee Demand Draft, Fixed Deposit Receipt, or Bank Guarantee from any of the Banks drawn in favour of DIGP, Dadra & Nagar Haveli and Daman & Diu (Rule – 170 of GFR 2017)	
2.	Tender Fee ₹2000 (Two Thousand) in form of Account Payee Demand Draft, Fixed Deposit Receipt, or Bank Guarantee from any of the Banks drawn in favour of DIGP, Dadra & Nagar Haveli and Daman & Diu.	
3.	If any bidder/Service provider claims for exemption from submitting EMD, they have to upload/attach the legible copy of their registration with MSME/NSIC/DGS&D, in lieu of their claim for exemption from submitting EMD. As per T&C No. 06	
4.	Only GST (IGST/CGST/SGST/UGST) registered bidders are eligible to fill this Tender. They have to upload GST registration Certificate. As per T&C No. 07	
5.	Every firm shall upload an Undertaking for non-blacklisting of firm and non-registration of criminal case, As per T&C No. 26	
6.	Undertaking to the effect that they will provide Guarantee/Warranty of the supplies for a period of at least one year from the date of acceptance of store. As per T&C No. 27	
7.	Undertaking for past experience in completing similar type of work. As per T&C No. 28	
8.	Signed Contract forms – Annexure “F”	
9.	Attached terms and conditions duly signed with seal of the company/firm/agency, in token of acceptance of terms and conditions attached or not?	
10.	Copy of PAN Card	
11.	Copy of Aadhar Card No.	
12.	Copy of GST (IGST/UGST/UGST) registered Number	
13.	Name of the Bank	
14.	Name of the Branch	
15.	Account No. of Bidder	
16.	Type of Account	
17.	IFSC Code of the Bank	

Signature of the bidder With Seal.

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Annexure - F

Contract Form

[To be submitted along with Bid]

CONTRACT FORM – CHAPTER 6 Rule 168 of GFR – 2017

e-Tender No. : **SI/CSS/DMN/PHQ/GNL/CAMC/Boat/DDDNH/ 20 – 21/**
Date: /09/2021

Date: /09/2021
BID ID/NIT No.

To,
The Dy. Superintendent of Police,(HQ)
Police Head Quarters,
Airport road, Nani Daman
Daman – 396 210

Sir

I/we bidder / service provider, if awarded CAMC, will enter into agreement with the Police Department of DNH & DD. The agreement will contain all the Additional Terms & Conditions as mentioned at Annexure – “A” and Annexure – “B” of this e-Tender document.

Signature of the Supplier's With Seal
Date: - /09/2021.

Note: This letter of agreement/contract should be on the letterhead of the bidder /service provider and should be signed by a person competent and having the power of attorney to bind the bidder. It should be included by the bidder in its bid.



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Annexure-"G"

Format of Performance Bank Guarantee
Performance Bank Guarantee
(To be stamped in accordance with Stamp Act)
Bank Guarantee No.
Date:

To
Name & Address of the Purchaser/Indenter

Dear Sir,

In consideration of Name & Address of the Purchaser/Indenter, Police Department of UT Administration of Dadra & Nagar Haveli and Daman & Diu, (hereinafter referred to as the OWNER/PURCHASER which expression shall unless repugnant to the context or meaning thereof include successors, administrators and assigns) having awarded to M/s.

..... having Principal Office at
..... (Hereinafter referred to as the "SERVICE PROVIDER" which expression shall unless repugnant to the context or meaning thereof include their respective successors, administrators, executors and assigns) the Comprehensive Annual Maintenance Service of all the four Marine Police Boats of Police Department of Dadra & Nagar Haveli and Daman Diu assigned to "Service Provider" vide order No..... Dated issued by Police Department of UT Administration of Dadra & Nagar Haveli and Daman & Diu and the same having been accepted by the "Service Provider" resulting into CONTRACT for providing the CAMC of all the four Marine Police Boats of Police Department of DNH&DD as mentioned in the Contract and the "Service Provider" having agreed to provide Performance Bank Guarantee for faithful performance of the aforementioned contract and warranty quality to the Police Department of UT Administration of Dadra & Nagar Haveli and Daman & Diu, do hereby guarantee to undertake to pay the sum of Rs. (Rupees) to the Police Department of DNH&DD on demand at any time up to 10% of the contractual value i.e Rs. without a reference to the "Service Provider". Any such demand made by the Police Department of DNH&DD on the Bank shall be conclusive and binding notwithstanding any difference between Tribunals, Arbitrator or any other authority.

The Bank undertakes not to revoke this performance bank guarantee during the contractual period as mentioned in the contract, without previous consent of the Police Department of DNH&DD and further agrees that the guarantee herein contained shall continue to be enforceable till the Police Department of DNH&DD discharges this guarantee. Police Department of DNH&DD shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance by the "Service Provider" of the aforementioned CONTRACT. The Police Department of DNH&DD shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the "Service Provider", and to exercise the same at any time in any manner, and either to enforce to forebear to enforce any covenants contained or implied, in the aforementioned CONTRACT between the Police Department of DNH&DD and the "Service Provider" or any other course of or remedy or security available to the Police Department of DNH&DD.

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The Bank shall not be released of its obligations under these presents by any exercise by the Police Department of DNH&DD of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the Police Department of DNH&DD or any other indulgence shown by the Police Department of DNH&DD or by any other matter or things.

The Bank also agree that the Police Department of DNH&DD at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the "Service Provider" and not withstanding any security or other guarantee that the Police Department of DNH&DD may have in relation to the Seller's liabilities.

Notwithstanding anything contained herein above our liability under this Guarantee is restricted to Rs. _____ (Rupees _____) and it shall remain in force up to _____ years and shall be extended from time to time for such period as may be desired by the "Service Provider" on whose behalf this guarantee has been given.

Dated at _____ on this _____ day of _____ YYYY.

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch &
Its official Address

List of approved Banks

Approved Bank:

All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative & Rural Banks (operating in India having branch at UT of Daman & Diu) as per the G.R. no. EMD/10/2016/328/DMO dated 01.05.2017 issued by Finance Department or further instruction issued by Finance department time to time.

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Annexure-"H"

PREQUALIFICATION CONDITIONS

ELIGIBILITY CRITERIA FOR TECHNICAL BIDS:-

- The bidder / service provider should be registered under the Indian Companies Act 2013, Partnership firms registered under Indian Partnership Act 1932, LLP registered under Limited Liability Act 2008 or Sole proprietorship.
- The bidder / service provider should not have been disqualified or blacklisted by any Central Govt./State Govt. /Semi Govt. Organizations/Private Organization for similar work, self-declaration/undertaking be furnished in this regard.
- The bidder / service provider's organization/firm/agency/company should be a profit making in the last three financial years.
- The bidder / service provider should have average annual turnover of more than ₹1 Crore in any of the three financial years from FY i.e. (2017 – 18, 2018 – 19, 2019 – 20 and 2020 - 21), in this regards CA certified certificate & Balance sheet should be provided.
- The bidder / service provider intending to submit the e-tender shall be a reputed organization/firm/agency/company in the field of providing CAMC/AMC service provider for FRP boats.
- The bidder / service provider should have experience of undertaking CAMC/AMC of FRP Boats of Central Govt./ State Govt./ Semi Govt. /Private organization, of at least two years not prior to financial year 2018 – 19, and the bidder / service provider shall submit/upload Customer Satisfaction Certificate as a token of having carried out CAMC/AMC of at least two years.
- The bidder / service provider must have upload/submit Permanent Account Number (PAN) and GST registration certificate.

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Annexure-"I"

CHAPTER 7
TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)
(Attach with Technical Bid)

To
The Deputy Superintendent of Police, (HQ)
Police Head Quarters,
Daman & Diu and Dadra Nagar Haveli
Daman
396210

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: SI/CSS/DMN/PHQ/GNL/CAMC/Boat/DDDNH/ 20 – 21/

Name of work: e-TENDER FOR COMPREHENSIVE MAINTENANCE
CONTRACT FOR FOUR FRP INTERCEPTOR BOATS OF POLICE
DEPARTMENT OF DADRA & NAGAR HAVELI AND DAMAN
& DIU Dear Sir,

1. I/ We M/s. _____ have
downloaded / obtained the e-tender document(s) from the web site(s) as per your
advertisement and published on the www.ddtenders@gov.in.
2. I/We hereby certify that I/we have read the entire general and additional terms and
conditions of this tender documents from Page No. _____ to _____ (including all
documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and
I / we shall abide hereby by with the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organizations too have
also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned e-tender
document(s) / corrigendum(s) in its totality / entirety.
5. In case any provisions of this e-tender are found violated , then your department/
organization shall without prejudice to any other right or remedy be at liberty to reject this
tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

