



भारत सरकार  
GOVERNMENT OF INDIA  
वित्त मंत्रालय, राजस्व विभाग  
Ministry of Finance, Department of Revenue  
सीमा शुल्क आयुक्त का कार्यालय (निवारक)  
Office of the Commissioner of Customs (Preventive)  
पूर्वोत्तर क्षेत्र, North Eastern Region  
110 MG Road, Shillong, Meghalaya  
फोन/Phone: 0364 – 2222597, 2225325, 2229005, 2210103  
फैक्स/Fax: 0364 – 2223440, 2229007 Email: [cus.shg-meg@nic.in](mailto:cus.shg-meg@nic.in)



F.No.VIII(10)25/CUS/HQRS.PREV/SH/2019-20/

Dated : 04.09.2020

## E-TENDER NOTICE

### **E-TENDER NOTICE NO. 01/HQRS.PREV/SH/2020**

#### **E-Tender for Repair Contract for Boat Structure and Fittings including Navigational, Communication and Safety Equipment of Six (06) CAT III B Vessels.**

For and on behalf of President of India, Commissioner of Customs (Preventive) Shillong, Customs and Indirect Taxes, Ministry of Finance, Department of Revenue, Govt. of India having its office at Office of the Commissioner of Customs (Preventive), 110, M.G. Road, Custom House, Shillong – 793 001 invites e-tenders valid up to 30 days from the date of opening of tender, in two parts, namely, (1) Technical Bid and (2) Price Bid from Tenderers, who meet the qualification as per instructions/criteria laid down in Para III having experience & expertise in the field of maintenance of **Category-IIIB Vessels, i.e. Fibre boats of 6 mtr length operating on Twin Mercury Marine 115 BHP Petrol Engines or similar Mariner / Outboard Petrol Engines of 115 BHP and above** to undertake repair of 06 vessels and boat structure and fitting including Navigational, Communication and Safety Equipment as per **Annexure – II**.

The Technical and Financial Bids are to be submitted separately at [www.eprocure.gov.in](http://www.eprocure.gov.in)

Bidders may inspect the vessels at their own expenditure, before giving their bid after giving prior information in writing to Deputy Commissioner of Customs (Preventive), Custom House, NER, Shillong. The inspection of the vessels can be made at site i.e. Pandu Port, Guwahati between 10.00 a.m. to 4.00 p.m. on any working day for which the bidders may contact the Engineer (Marine). For repair of only vessels, the rates should be quoted per boat basis, including spares, and other charges including cranes, transportation and any other expense expected by bidder, if any. Applicable Taxes will be paid as per actual. The tenders not complying with the laid down terms and conditions, will summarily be rejected.

2. Proposed work consists of repair of 06 Category – IIIB Vessels and boat structure of the 06 boats and fitting including navigational, communication and safety equipment as per

**Annexure – II**, deployed presently at Pandu Port, Guwahati as per the terms & conditions stated below.

The tenderer should have minimum 3 years of experience in the field for such work with sufficient manpower. Service providers must be having **access to genuine spares of boats** for defect rectification and routine maintenance as well. Bidder has to indicate clearly as to how the spares will be procured and should produce Memorandum of Understanding with the Dealers for supply of spare parts. The Tender form and detailed terms & conditions of the Tender can be obtained from the Office of the Commissioner of Customs (Preventive), NER, 110, M.G. Road, Custom House, Shillong – 793001 on all working days between 1000 hrs to 1700 hrs. or from the **Deputy Commissioner of Customs, Guwahati Customs Division, Custom House, Nilamoni Phukan Road, Christian Path. Guwahati – 781 005**, or downloaded from [www.eprocure.gov.in](http://www.eprocure.gov.in).

Prescribed Tender form and the detailed terms & conditions of the Tender can also be downloaded by the prospective Tenderers from the website [www.shillongcustoms.gov.in](http://www.shillongcustoms.gov.in) and [www.eprocure.gov.in](http://www.eprocure.gov.in).

3. The Bids should be uploaded on website [www.eprocure.gov.in](http://www.eprocure.gov.in) on or before **1600 Hrs.** of **18.09.2020**. The Technical Bid will be opened on **21.09.2020** at **1600** hrs. Presence of bidders is not required.

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

*Sd/-*  
Commissioner of Customs (Preventive)  
110, M.G. Road, Customs House,  
Shillong – 793 001.

## ANNEXURE – I

### TECHNICAL SPECIFICATION

#### DESCRIPTION & FUNCTIONS OF THE CATEGORY – IIIB BOAT

The boat is suitable for performing the following task at sea/river and in harbour:

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

#### PRINCIPAL PARTICULARS : TECHNICAL SPECIFICATION

##### **1. CONSTRUCTION**

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

##### **TANKS**

02 Fuel Tanks Constructed from Aluminium Alloy and secured below the deck with metallic brackets. Total tanks capacity is 380 litres.

##### **STRUCTURAL FIRE PROTECTION**

The whole surface above the waterline is coated with Glass approved fire retardant resins/gel coats.

##### **GENERAL SPECIFICATION OF THE VESSEL**

Length overall	6.0 m
Length on waterline	5.4 m
Beam (maximum)	2.58 m
Draft (maximum) at full speed and full load	0.70 m

## **MAJOR EQUIPMENTS FIT OUT LIST**

<b>Sl. No.</b>	<b>Description</b>	<b>Qty</b>	<b>Make/Model/Spec</b>
1.	Main Engines Controls Systems and other associated Systems	2 sets	2 x 115 BHP Mercury Marine sea water cooled outboard marine Petrol engines each coupled via built in gearboxes with electric start / stop and remote control.
2.	Steering Gear with other associated Systems	1 set	
3.	Fuel content gauge	01	
4.	Bilge Pumps	01	12 V DC
5.	Helmsman's seat	01	
6.	Anchors	01	
7.	Bollards	01	
8.	Anchor Chain / Ropes	01	
9.	Inflatable Collar	02	
10.	Batteries 12 Volts, 150AH Maintenance Free	02	
11.	Navigation Lights	04	
12.	Magnetic Compass	01	
13.	GPS	01	
14.	Echo – Sounder	01	
15.	Siren	01	
16.	Loud Hailer	01	
17.	Electric Whistle / Horn	01	
18.	VHF radio	01	
19.	Life Buoys	01	
20.	Fire Fighting Extinguishers	01	

### **I. TENDER PROCESS**

1. e-Tender is invited in Bid system i.e. (1) Technical Bid (2) Financial Bid. The e-Tender for Technical Bid in proforma prescribed in Annexure – III and the e-tender form for the Financial Bid in proforma prescribed on e-procurement website <http://eprocure.gov.in> complete in all aspects, shall be submitted to e-procurement website : [www.eprocure.gov.in](http://www.eprocure.gov.in) by enrolling himself. Incomplete bid documents shall be rejected. The valid Technical bids shall be scrutinized by this office to short list the eligible bidders. Thereafter, the Financial Bids of the shortlisted bidders, who have qualified in Technical Bid will be opened. Late submission of e-tenders shall not be accepted by the software.

2. **PERFORMANCE GUARANTEE** : The successful bidder has to submit an amount equal to not less than 10% of the AMOUNT OF THE CONTRACT FOR THE FINANCIAL YEAR 2019-20, as performance guarantee deposit in the form of Bank guarantee form a Nationalized Bank / Demand Draft / of a Scheduled Bank drawn in favour of “The Commissioner of Customs, Shillong” before awarding of the contract. The bidder shall give performance guarantee for operationalisation of the vessels post repair for maximum of one year.

In case, Bidder IS UNABLE TO rectify the defects or delayed the repair of vessels by more than 45 days, then AFTER THAT UPTO 7 DAYS NO LIQUIDATED DAMAGE WILL BE DEDUCTED. After 7 days period starting from 0001 hrs on the eighth day, a liquidated damage of Rs.1000 per week per engine or part thereof, will be deducted.

3. **The bidder shall sign and stamp each page of this tender document and all other enclosures appended to it as a token of having read and understood the terms and conditions contained therein and submit the same along with the Technical Bid.** The bidder would fill up the information in the “Annexure III” enclosed at the end of this document in clear and legible terms. Wherever required the price quoted shall be written in figures and words as well. Annexure shall also have to be signed and stamped by the bidder or his authorized signatory. **The bidder shall quote their rates as “for repair of the CAT-IIIB vessels engine as per engine and for boat structure and fittings including Navigational, Communication and Safety Equipment as per vessels inclusive of spares, overhead charges and taxes”** which should include (in both words and figures). The bids for the repair of engines and repair of Boat structure will be evaluated separately.
4. **This office reserves the right to postpone / and / or extend the date of receipt / opening of Rates / Quotations or to withdraw the same without assigning any reason thereof.**
5. This office reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the ground of such action.
6. The e-tender forms shall be rejected if it is not complete in any aspect.
7. The short listed and the successful bidders will be intimated about the award of contract to them.

8. Late submission of e-tenders shall not be accepted.
9. **All the important dates are mentioned above and will be available on the Portal [www.eprocure.gov.in](http://www.eprocure.gov.in)**
10. Tender document will also be available at Shillong Customs website. However, the rest of the process has to be done on [www.eprocure.gov.in](http://www.eprocure.gov.in).

## **II TERMS AND CONDITIONS**

1. The bidder should quote their rate only per vessel basis including genuine spares, consumables, fuel, oil, lubricants, paints, accessories and overhead charges, including cranes, transportation and any other expense expected by bidder. Taxes will be paid by this office as per actual.
2. The personnel deployed by the service provider should be well experienced and trained adequately and of sound health.
3. Suitable insurance cover protecting the agency against all claims applicable under the workmen's compensation Act, 1948 shall be taken by the service provider. The service provider shall arrange necessary insurance cover for any persons even for short duration. This office shall not be liable to any claim arising out of mishap, if any that may take place while discharging the duty. In the event of any liability/claim falling on the Commissionerate in this regard, the same will be reimbursed/indemnified by the Service Provider.
4. All existing statutory regulations both State & Central Governments shall be adhered to and complied with by the Service provider and all records maintained thereof should be available for scrutiny by this office. The service provider shall strictly comply with the terms and conditions of the agreement which will be executed with the successful service provider. Failure by the Service provider to comply with such statutory requirements and / or the terms of the agreement during the period of agreement or deficiency in services shall result in termination of the contract.
5. No escalation of price, whatsoever would be allowed during the pendency/currency of the contract, for whatever reason. All defects given may increase/decrease during actual time of repair. Hence, vendor should inspect the boat properly before submitting his quotation.

6. After completion of all the works, sea/river trials at full power of the engines are to be carried out for satisfactory performance of all machines, equipments and systems fitted on the boat. Vendor has to provide a minimum 6 months guarantee on work carried out on the engines, electronic equipments and Boat structure.
7. If at any time during currency of JOB and SCOPE OF WORK for which this job has been awarded is reduced/abandoned, the payment/value of this job order shall be reduced on pro-rata basis by this office and would be binding on the service provider.
8. In the event of any question, dispute/difference arising during the course of provision of the service the same shall be referred to the sole arbitration to the Chief Commissioner of Customs and Central GST, Guwahati or his nominee.
9. The Indian law will be the governing law in the matter of any dispute, and the Arbitration and Reconciliation Act, 1996 and the rules made there under and any statutory modification or replacement thereof for the time being in force shall apply to the Arbitration proceedings under this clause.
10. The venue of arbitration shall be Shillong/Guwahati.
11. The law applicable to this contract shall be the law enforceable in India. The courts of Shillong/Guwahati shall have exclusive jurisdiction in all matters arising under this Contract.
12. If any action in court is brought against the Commissionerate or an officer or agent of the Commissionerate for failure or neglect on the part of the service provider/AMC Contractor to perform any acts, matters, covenants or things under this contract, or for damage or injury caused by the alleged omission or negligence on the part of the service provider AMC Contractor, his agent, representatives or his sub-contractors, workman, suppliers or employees, the service provider AMC Contractor shall in all such cases indemnify and keep the Commissionerate and or his representative, harmless from all losses, damages, expenses or decrees arising out of such action.

### **III. ELIGIBILITY CRITERIA**

1. Only those firms, which have the expertise and experience in the field of maintenance of fiber boats installed with Mariner/Outboard Petrol Engines of 115 H.P. and above or similar engines, are eligible to submit tenders. Bidder should either be a company registered under India

Companies Act, or a partnership firm under the Indian Partnership Act or a sole proprietary concern registered with the local authority under the applicable law.

2. The bidder must have obtained Permanent Account Number (PAN) under Income Tax Act, 1961 and GSTIN. Copy of the same should be enclosed.
3. The evidence for filing of Service Tax returns and IT returns along with Profit and Loss Account and Balance Sheet for past three Financial Year 2017-18, 2018-19 and 2019-20 should be enclosed along with the Technical Bids. Documentary proof in respect of repair of the FRP Boats installed with Mercury/similar Outboard Engines of 115 H.P. and above, for different organization, in each of the years 2017-18, 2018-19 and 2019-20 should be submitted.
4. Tenderer shall specify the length of support offered by them against this tender in the technical bid.
5. The bidder must produce solvency certificate from his banker for an amount not less than 10% of the AMOUNT OF THE CONTRACT FOR THE FINANCIAL YEAR 2019-2020.
6. All the critical dates are mentioned on e-procurement website.

**The bidder should ensure that the following documents are part of Technical Bid :**

1. Annexure III (duly filled in) along with necessary enclosures;
2. Proof of registration as Company/Firm.
3. Attested copy of PAN card;
4. Attested copy of GST Registration Certificate;
5. Attested copy of the P.F. registration letter/certificate;
6. Attested copy of E.S.I. registration letter/certificate;
7. PAN/TAN allotted to the company/firm by the Income Tax Department.
8. Copy of Income Tax returns filed during last three years i.e. 2017-18, 2018-19 and 2019-20.
9. Performance certificate for rendering satisfactory service in respect of Repair / Maintenance Contracts handled by the bidder in each of the last three years.
10. A certificate to the effect that company/firm is in the business of providing repair assistance of FRP Boats having Mercury or similar Outboard Engines of 115 B.H.P. and above, for at least in last three years, i.e. 2017-18, 2018-19 and 2019-20.



11. The information along with documentary proofs in the form of certificate on technical expertise and experience/capability in repairs and maintenance of vessels along with the technical qualification/experience of the service engineers and technicians.
12. The details of the establishment/set up of the organization of the Tenderer in India in general and abroad, if any.
13. Any other document in support of technical details and eligibility criteria.
14. Authorization for signing the tender document/bids.
15. Signed declaration/undertaking as given on Annexure – V of the bid document.
16. Tender Document (all pages signed)

This is being issued with the approval of Commissioner of Customs (Prev.), Custom House, North Eastern Region, Shillong.

*Sd/-*  
(Jitesh Kumar Jain)  
Deputy Commissioner  
Customs (Prev.) Commissionerate, NER  
Shillong

*Enclosed :*

1. Technical Specification (Annexure – I)
2. Defect List and scope of work (Annexure II)
3. Technical Bid Document (Annexure – III)
4. Undertaking by the Bidder (Annexure – IV)
5. Tender Acceptance Letter (Annexure –V)

**DEFECT LIST AND SCOPE OF WORK FOR THE 06 NOS. OF CAT-III B BOATS**

**HULL NO. 6027, HULL NO. 6029, HULL NO. 6030, HULL NO. 6031, HULL NO. 6032 & HULL NO. 6033**

**1. Repair of engines and systems:**

- a. Repair of gear shift mechanism and assembly.
- b. Servicing of steering gear system.
- c. Servicing of all sensors and pressure, temperature gauges.
- d. Rewiring of main and auxiliary power supply cables of engines and control panel.
- e. Repair /overhaul of throttle shift mechanism.
- f. Renewal of both batteries. (12v, 150 AH)
- g. 02 nos. overhauled/ new OBM Engines (115hp each) are to be installed, commissioned, connected with boat systems and successful sea trial to be taken at full power.

**2. Navigation and communication equipments:**

- a. Repair, renew and rewiring of navigation lights, electric whistle/horn, Search light, magnetic compass, siren, loud hailer and VHF radio set.
- b. Repair/ overhaul of NAVMAN TRACKFISH 6600 multi display system which includes GPS, RADAR, FISH FINDER and engine parameters.

**3. Repair of Boat structure:**

- a. Securing of buoyant body with boat FRP.
- b. Renewal and securing of lifeline ropes.
- c. Repair/ servicing of uprighting mechanism.
- d. Cleaning of both fuel tanks.
- e. Repair/ renewal of bilge pumping system.
- f. Repair/ renewal of rubber fenders. (front and side)
- g. Servicing of fire extinguisher and its securing strand.
- h. Repair/ renewal of chair cushion, canopy cover and bollard.
- i. Boat FRP and metal parts area to be cleaned and painted as per the paint scheme.
- j. Manufacturing of cradle as per requirement.

## ANNEXURE – III

### FORMAT FOR SUBMISSION OF TECHNICAL BID

Sl. No.	Details / Documents	
1.	Name of Tenderer, full address of Registered Head office with email address, Telephone / FAX No.	
2.	Status of Tenderer: Whether a Company incorporated under Companies Act, Partnership firm, a sole proprietary etc. (Enclose documentary proof)	
3.	Name of Contact Person, Address, Phone No., Fax No., Mobile No. and e-mail ID with authorisation document.	
4.	Whether holding a GSTIN registration (Enclose documentary proof)	
5.	Whether the tenderer is in the business of providing Repair/Maintenance for the FRP Boats installed with Mercury/similar Outboard engines of 115 B.H.P and above. Experience of the tenderer (Enclosed documentary proof)	
6.	Details of the Employees i.e. No. of Employees with designation, qualification and their experience (Enclose documentary proof). Enclose Bio data of key personnel.	
7.	Whether all the above employees are in the payroll of the tenderer.	
8.	Enclose Banker Solvency Certificate of minimum 10% of the contract issued by Nationalised/ Scheduled Bank by specifying reference No. & date of tender enquiry.	

9.	How the services for Outboard engines/Gear Boxes/Echo sounder/GPS/VHF will be provided (Provide certificate from OEM/authorised Representatives stating that in case bidder is successful bidder the firm will be supported by them).	
10.	Address of Firm and Service Support Station.	
11.	Minimum average financial turnover for the preceding three financial years ended on 31.03.2020 (Enclose audit certified balance sheet and profit & loss A/c for above mentioned period.	
12.	Whether any near relative of the Tenderer is posted as officer in any capacity in Customs & Central GST department and his relation with the tenderer. Also intimate the name of the employee(s) who is/are working with him in any capacity & who is/are near relative of any officer in Customs & Central GST department and relation of these employees.	

**DECLARATION :**

I hereby certify that the information furnished above is true and correct to the best of knowledge. I understand that in case any deviation is found in the above statement at any stage, I/We will be blacklisted and will not have any dealing with the Department in future.

Date :

Signature of Authorised Person Place :

Full Name :

Seal

**UNDERTAKING BY THE BIDDER**

1. I/We undertake that my/our firm/Company M/s .....  
..... not been blacklisted by any Govt. Department/Public Sector  
Undertaking/Autonomous Body.

2. I ..... Son/Daughter/ Wife  
of Shri ..... Proprietor/Partner/Director/Authorized  
signatory of M/s ..... am competent to  
sign this declaration and execute this tender document.

3. I have carefully read and understood all the terms and conditions of the tender and undertake  
to abide by them.

4. The information/documents furnished along with the above application are true and correct to  
be the best of my knowledge and belief. I/We, am/are well aware of the fact that furnishing of any false  
information/fabricated document would lead to rejection of my tender at any stage besides liabilities  
towards prosecution under appropriate law.

5. I/We understand that in case any deviation is found in the above statement at any stage,  
my/our concern/firm/co. shall be blacklisted and shall not have any dealing with the Department in  
future.

Date :

Place :

Signature of the authorised Signatory of the  
Firm/Company/Organization

Office Stamp/Seal :

**TENDER ACCEPTANCE LETTER**

**(To be given on Company Letter Head)**

To,

The Commissioner of Customs (Preventive)  
North Eastern Region.  
110 M.G. Road.  
Shillong – 793001.

**Subject** : Acceptance of Terms & Conditions of Tender.

Tender Reference No : \_\_\_\_\_

Name of the Tender / Work :

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

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned Tender/Work from the web site(s) namely :

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

as per your advertisement, given in the above mentioned website(s).

2. I/We hereby certify that I/We have read the entire terms and conditions of the 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 the terms/conditions/clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter.

4. I/We hereby unconditionally accept the tender conditions of above mentioned tender documents(s)/corrigendum(s) in its totality/entirety.



5. I/We do hereby declare that our Firm has not been blacklisted/debarred by any Govt. Department/Public sector undertaking.

6. I/We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organisation shall be without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official Seal)