

Reply should be addressed to
The Commodore Superintendent

Naval Ship Repair Yard
Port Blair
11 Nov 21

**INVITATION OF BIDS THROUGH E-PROCUREMENT MODE FOR CONTRACT FOR
OUTSOURCING OF 04 DATA ENTRY OPERATORS (DEOs) AT NSRY(PBR)**

REQUEST FOR PROPOSAL (RFP) NO. NSRY/COM/112 (C) 9/OUT/CID-2538

Online Bids are invited through e-procurement mode for **contract for outsourcing of 04 Data Entry Operators (DEOs) at NSRY(PBR)** as per Scope of Work / Schedule of Requirement (SOR) listed in Part II of this RFP / Tender Enquiry.

1. **Address of Website.** Tender document can be downloaded from www.eprocure.gov.in
2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below -

Ser	Description	Details
(a)	Request For Proposal(RFP) / Tender Enquiry (TE) Reference No.	NSRY/COM/112 (C) 9/OUT/CID-2538 Dated 11 Nov 2021
(b)	Bids/queries to be addressed to	The Commodore Superintendent
(c)	All bids are to be submitted online at	CPP PORTAL
(d)	Postal address for sending original copy of EMD and Tender fee document	The Commodore Superintendent (for Manager (Commercial)) PO Box no 705, NSRY, Port Blair – 744102
(e)	Name/designation of the contact personnel	Manager (Commercial)
(f)	Telephone numbers of the contact personnel	9531839092
(g)	E-mail ids of contact personnel	smcom.nsrypb@gov.in
(h)	Fax number	03192 -11624

3. This RFP is divided into five Parts as follows:

(a)	Part I	Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, validity period of tenders, etc.
(b)	Part II	Essential Details of Items/Services required (Scope of Work)
(c)	Part III	Contains Standard Conditions of RFP, which will form part of the Supply order with the successful Bidder.
(d)	Part IV	Contains Special Conditions applicable to this RFP and which will also form part of the Supply order with the successful Bidder.
(e)	Part V	Contains Evaluation Criteria and Format for Price Bids .

4. This RFP/TE is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

(Jerrit Abraham)
Lieutenant Commander
Manager (Commercial)
for Commodore Superintendent

PART I

GENERAL INFORMATION & INSTRUCTIONS FOR BIDDERS ABOUT RFP/TENDER ENQUIRY

Submission of online bids at www.eprocure.gov.in is mandatory. Non adherence to the same will be considered as non-acceptance of all the terms and conditions by the firm and the bid is liable to be rejected. In addition to online submission of bids, Technical bid in case of two-bid system can be submitted in hard copy in addition to online submission, if size of data uploaded is more than 10Mb.

1. **Last date and time for depositing Bids:** The bids are to be submitted online on www.e-procure.gov.in by **0900 hrs on 24 Nov 2021**. Manual bids will not be entertained. The responsibility to ensure this lies with the Bidder.

2. **Time and date for opening of Bids** Online Bids will be opened by a committee at **0900 hrs on 25 Nov 2021** (If due to any exigency, the due date for opening of the Bids is declared closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the **NSRY (PBR)/BUYER.**)

3. **Place of opening of the Bids:** Online at [eprocure.gov.in/central public procurement portal](http://eprocure.gov.in/central_public_procurement_portal) in **NSRY (PBR)** Commercial Department Office. The Commercial Offer will be opened online only and the firm if desires, may depute their representative, duly authorized in writing, to be present at the time of opening of the commercial bids. This event will not be postponed due to non-presence of firm's representative.

4. **Time and date for PRE BID MEETING:** **NA**

5. **Bid System:**

Single-Bid System: -In case of the Single-bid system, Commercial Bids will be opened on the time and date mentioned above.

6. **Critical Data Sheet & Manner of depositing the Bids.** Firms fulfilling the conditions and capable to undertake required services may submit bid form with the requisite documents. Failure to do as per instructions given below will render firm offer invalid. Detailed instructions are as follows:-

(a) **Critical Data Sheet:**

S.No	Description	Date	Time
(a)	Tender Publishing Date on CPP Portal	11 Nov 21	1800 Hrs
(b)	Bid Document Download from CPP Portal	11 Nov 21	1800 Hrs
(c)	Clarification Start Date	11 Nov 21	1800 Hrs
(d)	Clarification End Date	15 Nov 21	1700 Hrs
(e)	Bid Submission Start Date on CPP Portal	15 Nov 21	1800 Hrs
(f)	Bid Submission End Date on CPP Portal	24 Nov 21	0900 Hrs
(g)	Opening of Tender Box for physical verification of documents/ Bid supporting documents	25 Nov 21	0830 Hrs
(h)	Online Bids Opening Date on CPP Portal	25 Nov 21	0900 Hrs

(b) **Submission of Online Bids at www.eprocure.gov.in**. Bids with relevant supporting documents indicated in this RFP are to be uploaded in Central Public Procurement Portal (CPPP) (i.e. **www.eprocure.gov.in**). Non adherence to the same will be considered as non acceptance of all the terms and conditions by the firm and the bid is liable to be rejected. Details of documents to be uploaded are as follows:-

- (i) **Content 1 (Description:-Scanned copy of Bid security declaration)**. Scanned copy of Bid security declaration form placed at **Annexure I**.
- (ii) **Content 2 (Description:- Scanned copy of GST Certificate)**. Scanned copy of GST Certificate as per **Annexure II** to this RFP/TE in **.PDF** format
- (iii) **Content 3 (Description:- Price Bid)**. Bill of Quantity (BOQ) named as 'Price Bid Format' available in **.xls** format be downloaded from **www.eprocure.gov.in** Same is to be duly filled (post enabling of macros), validated by pressing BoQ validation button available in the sheet and post successful validation to be uploaded in **.xls** format only.

8. Forwarding of Bids. Bids should only be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like **GST** number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office. **Failure to do so can lead to rejection of bids.** All the individual pages of bid are also required to be signed prior to submission of the bids, if submitted manually.

9. Clarification regarding contents of the Tender Enquiry /RFP: A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the NSRY (PBR) or to the mail ID. in writing about the clarifications sought not later than **14 (Fourteen)** days prior to the date of opening of the Bids. Clarification if found justified by the purchaser will be uploaded on **www.eprocure.gov.in**.

10. Modification and Withdrawal of Bids: A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by assigned confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids .No bid shall be modified after the deadline for submission of bids. No bid maybe withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

11. Clarification regarding contents of the Bids: During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained

12. Rejection of Bids. Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of bid security. **Conditional tenders will be rejected.** Further Bids will also be rejected in the following cases: -

- (a) The Bids received after tender closing date and time and not submitted online.
- (b) Bids not conforming to RFP terms and condition and technical specifications.
- (c) Bidders not agreeing to furnish bid security declaration/Security Deposit.
- (d) Bid submitted with illegible hand writing/overwriting/ scoring.
- (e) If the rates submitted by a firm are found to be manipulative in nature i.e. rates are not in conformation with the market rates for the corresponding equipment / capacity / service / spare.
- (f) Pool/ Cartel formation (a group of bidders quoting identical / supporting rates against a

rate contract tender).

13. Unwillingness to quote. Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.

14. Validity of Bids. The Bids should remain valid for **90 Days** from the date of opening of the Bids. **Failure to do so can lead to rejection of bids.**

15. EMD/Bid Security: The Bidders to sign a bid security declaration (format attached at **Annexure I**) accepting that if they withdraw or modify their bids during the period of validity, or if they are awarded contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for a period of 06 months from being eligible to submit bids for contracts with NSRY (Pbr).

PART II

ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. Schedule of requirements-Items / Services Required: Contract for outsourcing of 04 Data Entry Operators (DEO's) at NSRY (PBR).

List of Items /Services required is **as per the BOQ** of this RFP. Agreement to complete SOW/SOR in all respect is mandatory. **Failure to agree to this clause can lead to rejection of bids.**

2. Scope of Work. As per Annexure III

3. Work Completion Period: Work completion period for **contract for outsourcing of 04 Data Entry Operators (DEOs) at NSRY (PBR)** would be one year extendable further bases on firm's performance and mutual agreement from the effective date of contract with same terms and conditions. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

4. Minimum Wages and EPF: The Minimum Wages to be paid by the firm to DEOs (skilled) should be as per promulgated orders issued by Andaman & Nicobar Administration. Minimum Wages, GST, EPF will be revised as applicable. **Agency Charge will remain fixed throughout the duration of contract in terms of numeric value**

5. The bidder should quote minimum wages as per promulgated orders issued by Andaman and Nicobar administration else the Bidder will be rejected.

6. The successful bidder should have or open registered office in Port Blair within one month from the date of conclusion of contract and registered the firm with Labour Commissioner of Port Blair

7. Delivery: Delivery of services will be at the location mentioned below:

The Commodore Superintendent
[for Senior Manager (Personnel)]
PO Box No.-705
Naval Ship Repair Yard,
Port Blair-744 102

8. **Address for Communication.** Any and all notices and communication in connection with the Seller shall be addressed as follows: -

- (a) Address : The Commodore Superintendent
[for Manager (Commercial)]
PO Box No.-705
Naval Ship Repair Yard,
Port Blair-744 102
- (b) Fax No : 03192-211624
- (c) Telephone : **9531839092**

9. **Consignee Details**

The Commodore Superintendent
[for Senior Manager (Personnel)]
PO Box No.-705
Naval Ship Repair Yard,
Port Blair-744 102

PART III

STANDARD CONDITIONS OF RFP/TENDER ENQUIRY

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. **Effective Date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

3. **Arbitration.** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).

4. **Penalty for use of Undue influence.** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in

relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. Agents / Agency Commission The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

6. Access to Books of Accounts. In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

7. Non-disclosure of Contract documents. Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. Liquidated Damages. In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, 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 SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

9. Termination of Contract. The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:-

- (a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than (03 months) after the scheduled date of delivery.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The delivery of material is delayed due to causes of Force Majeure by more than (03 months) provided Force Majeure clause is included in contract.
- (d) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration Tribunal.
- (f) Poor performance/Non submission of PBG/blacklisting by any Govt of India organization.

10. Notices. Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. Transfer and Sub-letting: The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

12. Patents and other Industrial Property Rights: The prices stated in the present Contract

shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

13. Amendments. No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14. Taxes and Duties: -The prospective bidders are advised to cater for (Goods and Services Tax) GST (if applicable while filling up the BOQ)

(a) **General**

(i) If Bidder desires to ask for GST / any other tax extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

(ii) If reimbursement of any duty / tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty / tax will be entertained after the opening of tenders.

(iii) If a Bidder chooses to quote a price inclusive of any duty / tax and does not confirm inclusive of such duty / tax so included is firm and final, he should clearly indicate the rate of such duty / tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.

(iv) If a Bidder is exempted from payment of any duty / tax upto any value of supplies from them, he should clearly state that no such duty / tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate / quantum of any duty / tax, it should be brought out clearly. Stipulations like, the said duty / tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty / tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty / tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

(v) Any change in any duty / tax upward / downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty / tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty / tax shall be reimbursed to the NSRY (PBR) by the Firm. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Firm. Section 64(a) of Sales of Goods Act will be relevant in this situation.

(vi) In case of extension of delivery period, any increase in taxes, duties, levies etc will not be paid to the seller. In case of decrease, the difference to be passed on to the buyer.

(vii) All claims will be entertained within **14 months** of conclusion of contract.

(b) **GOODS AND SERVICES TAX (GST).**

(i) GST will be paid to the seller at the rates applicable based on description, HSN / SAC code and the relevant schedule of CGST Act.

(ii) In pursuance with Section 171 (1) of CGST Act, an undertaking is to be effected by the seller declaring that " Any reduction in rate of tax on any supply of goods and

services or the benefit of input Tax credit (ITC) shall be passed on to the receipt by the way of commensurate reduction in prices.” Further, in case it is detected by the government that any ITC has accrued to the seller as result of migrating to GST, after receiving the consideration/reimbursement for his supplies, the seller is mandated to refund the same accordingly to the Paying Authority, giving details and particulars of the transactions. Format for which is placed at **Annexure II**.

(iii) Unless otherwise specifically agreed to in terms of the Contract, the Buyer shall not be liable for any claim on account of fresh impositions and / or increase of GST on raw materials and / or components used directly in the manufacture of the contracted stores taking place during pendency of the Contract. However in case of services, GST will be payable on actual at the time of submission of bill on producing the GST proof/challan paid by the contract firm.

PART IV

SPECIAL CONDITIONS OF RFP/ TENDER ENQUIRY

The Bidder is required to give confirmation of their acceptance of the Special Conditions of the Tender Enquiry mentioned below which will automatically be considered as part of the Seller concluded with the successful Bidder (i.e. Seller in the Seller) as selected by the NSRY(PBR). FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID SUBMITTED BY THE BIDDER.

1. **Performance Security**. The Bidder will be required to furnish a Performance Security by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to **3%** of the seller value within 30 days of receipt of the confirmed order. Performance Security should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request). Non submission of PBG within time frame May lead to blacklisting/Tender holiday (not more than 01 year) to the firm.

2. **Payment Terms**: It will be mandatory for the Bidders to indicate their bank account numbers and other relevant Repayment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). **Payment shall be made on Monthly basis on submission of work completion certificates/user acceptance certificate and documents as per Para 6 below.**

3. **Documentary Proof's**. The firm should submit proof of payment to the DEO's employed at NSRY(Pbr) the preceding month in the form of bank fund transfer statement and for EPF in the form of EPF Challan receipt for a month.

4. **Date of Payment of Wages**. The firm should pay the wages to the DEO's in this contract by 10th of every month through electronic fund transfer.

5. **Advance Payments**: No advance payment(s) will be made.

6. **Paying Authority**: The paying authority is **JCDA (Port Blair)** and the payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:

- (i) An ink-signed copy of the contingent bill/seller's bill duly attested by the competent unit authorities.
- (ii) An ink-signed copy of commercial invoice in original.
- (iii) A copy of the supply order with UO. NO and date of IFA's concurrence, where required under delegation of financial powers.
- (iv) ~~CRVs/Inspection note.~~
- (v) Relevant documents/proof of payment in support of the claim for statutory and other levies, such as excise duty/GST/Customs duty clearance certificate, Decroi receipt,

proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc., as applicable

- ~~(vi) Exemption certificate for excise duty/customs duty, if applicable.~~
- ~~(vii) Bank guarantee for advance, if any.
Copy of Guarantee/Warranty certificate, if any~~
- (viii) Copy Performance Bank Guarantee/indemnity bond, where applicable.
- ~~(ix) (a) DP extension letter with CFA's sanction, UO NO and date of IFA's concurrence, where required. Indicating whether extension is with or without LD.
(b) Willingness of vendor/supplier for extension of contract/ work
(c) Revised/amendment of supply order/Work order for extended DP cases wherever applicable.~~
- (x) Details for electronic payment as per mandate form given in Form DPM-11 (along with a copy of cancelled cheque)
- (xi) User acceptance certificate.
- (xii) Any other relevant document/certificate that May be provided for in the supply order/contract.
- ~~(xiii) Certificate for fall clause.~~

(Note – From the above list, the documents that may be required depending upon the peculiarities of the procurement/services being undertaken.

7. Fall Clause. NA

8. Risk & Expense Clause. Following are the conditions under Risk and Expense clause:-

(a) Should the stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 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 or any installment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER 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 BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-

- (i) Such default.
- (ii) In the event of the seller being wholly determined the balance of the stores remaining to be delivered there under.

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

9 Penalty Clause. In the event of the contractor's failure in quality and providing services. The NSRY (PBR) also deduct from the contractor as agreed, to the sum of 5% of the Agency Charges for the poor quality/not providing required service. The amount will be deducted from his monthly bills

10. Force Majeure Clause. Following are the conditions under Force Majeure clause:-

(a) Neither party shall bear responsibility for the complete or partial non- performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results

from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the control of parties that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences, subject to approval of buyer in writing.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 45(Forty Five) days from the moment of their beginning.

(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the seller totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

11. Specification: NA

12. Quality: NA

13. Quality Assurance: NA

14. Inspection Authority: The Inspection of work and performance will be carried out by SM(PP)/NSRY(PBR). The mode of Inspection will be User Inspection.

15. General Terms and Conditions

(a) Obligation of the CONTRACTOR/SELLER

(i) **Manpower.** The contractor should have competent / skilled manpower for undertaking jobs. The team should also have a Contract manager, supervisor to supervise the work and to maintain meticulous record of all accounting activities related to contract.

(ii) "The contractor if covered under the Contract Labour (R&A) Act, is under statutory obligation to comply with the provisions of the Act and Rules regarding payment of wages and other matters and any breach by you to comply with the provisions of the statute will be viewed seriously and will entail penalty to be imposed by The Commodore Superintendent, and May result in non-awarding further contracts in future". The contractor to ensure that contract workers must adhere to all safety features and norms.

(iii) Entry passes will be issued for the personnel for entry into Naval Ship Repair Yard through NSRY (PBR) Main gate. These passes will be valid for period of **03** months and will be extended for period of the contract.

(iv) The contractor May be required to work during silent hours/ holidays, at no additional cost.

(vi) **Work Completion Certificate:** On completion of the work, the contractor will be required to obtain a satisfactory work completion certificate/attendance sheet from the NSRY(Pbr) and submit the same along with the bill to NSRY(Pbr) Further On satisfactory completion of work orders placed by NSRY(Pbr) under this contract, you are required to forward your bill in quadruplicate duly supported with the documents as mentioned in this agreement.

(viii) The contractor is required to obtain the photo passes well in time for all

personnel employed by him in executing the order. It shall be the contractor's responsibility to obtain the necessary Police verification for all personnel prior to submission of the application form for photo passes.

(ix) The contractor shall remain responsible to make good any damage or loss caused to the customer due to negligence, lack of proper care and caution on the part of any of the employees or men of the contractor.

(x) ***Workforce/personnel of the contractor will be permitted entry into Naval Ship Repair Yard(Pbr) only on production of police verification certificate and address proof and Navy shall not be liable for any delay whatsoever caused in execution of contract due to non production of police verification certificate of labours/workers.***

16. Warranty: NA

17. Security

(a) The contractor is bound by the Official Secrets Act 1923 and, in its connection any other statutory Act / Law / Amendment in force and the information given is to be treated as strictly confidential and is not to be disclosed to any person or persons not concerned therein. The contractor shall be responsible to ensure that all persons employed by him in the execution of any work in connection with this Contract are fully aware of the provisions of the Official Secrets Act 1923 / Law / Amendment in force and have undertaken to comply with the same.

(b) The contractor shall also ensure secrecy of design, construction, equipment and documentation and shall carry out all or any instructions given by the customer in this respect. Should the customer desire to check up the security measures which have been provided, or will be adopted to achieve security, the contractor shall produce necessary evidence to establish the same.

(c) In giving any information to the Sub-Contractors, the contractor shall furnish to the Sub-Contractors only such information as May be necessary for carrying out the respective work entrusted to them.

(d) The security of the men and material in the contractor's premises is the contractor's responsibility.

(e) **Patents and other Industrial Property Rights**. The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The contractor shall indemnify the NSRY (PBR) against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The contractor shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

18. Franking clause – NA

19. Extension Clause. The firm should be willing to accept the extension of the contract for a period of 03 months at time and total period of upto 01 year under the same terms and conditions apart from the change in daily wages, variance dearness, allowances, service tax element and any other statutory regulations. Extension of contract would be subject to CFA sanction. Firm will render: willingness on non-judicial stamp paper endorse by notary with period of extension and agreement on same rates, terms and conditions of the contract addressed to Contract Operating Authority.

20. Dress Code. All DEOs engaged by the firm would be appropriately dressed, clean shaved/with trimmed beard, shoes/sandals to maintain the office decorum. Lady employees will also

be appropriately dressed in Saree/Salwar Suit. All employees engaged by the firm will have identity badges giving out their name in English & Hindi including Identity Card with clear photograph.

21. Attendance. All DEOs will follow laid down office timing for NSRY(Pbr). Any DEOs coming late/leaving early than the laid down timings will be marked absent and no claim on the wages for that particular individual for that particular day will be entertained.

22. Civil Qualification & Training.

S.No	Category	Civil Qualification	Training
(a)	DEOs	(i) Matriculation with good knowledge of MS office (ii) Clerical experience of one year.	Requisite training of DEOs will be provided by the concerned departments/sections where they are employed

23. Medical.

- (a) Age limit minimum 18 years.
- (b) Medical fitness certificate to be produces.

24. ESI Act 1948. ESI Act 1948 will be applicable for this contract as and when it is made applicable in A&N Islands.

25. Police Verification. Police verification of all employees to be completed within 30 days after conclusion of contract. **Confirmation to this effect will be rendered by the contracted firm to the contract operating authority.**

26. Principal Employer Registration. Buyer as per CL & CF(R&A) 1970 requested as "Principal Employer" on which firm providing the services will be registered CL at to(I)(C)&(I)(G) will be applicable.

27. Workmen Safety and Insurance. The firm should provide insurance cover to all outsourcing DRLs by means of an insurance policy under Workmanship Compensation Act. 1923.

28. COVID 19. All standard SOPs as promulgated by MHA and by A&N administration to be strictly followed.

PART V

EVALUATION CRITERIA & PRICE BID ISSUES

1. **Evaluation Criteria.** The broad guidelines for evaluation of Bids will be as follows: -
 - (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
 - (b) **Loading of Cost for items “Not Quoted”.** The Bidder is to quote for all the sections/sub-sections mentioned in the SOR/BoQ. Any omissions/deviations to the SOR/BoQ are to be recorded in the Record of Deviations and submitted along with the ‘T’ Bid. In case a bidder fails to quote for a certain Item/Defect List Serial, their bid will be loaded by the amount quoted by the highest bidder for that particular item/Defect List serial and this loading will be considered for determining the **L1. CUSTOMER reserves the right to determine the qualification of a firm on this account.**
 - (c) **If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered, and will be out rightly rejected.**
 - (e) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. **The L-1 bidder will be determined based on Agency Charges quoted and nothing else**
 - (d) The taxes applicable are to be indicated separately. Bids without mentioning taxes separately would be summarily rejected. If nil taxed are mentioned the relevant notification/exemption certificate should be indicated.
 - (e) **Seller has to submit a copy of registration certificate under GST along with the bids. In case the firm of unregistered under GST, the same has to be communicated by the seller on their letterhead.**
 - (f) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
 - (g) Levis, taxes and duties levied by central/state/local government on final products will be paid by the buyer on actual, based on reliving documentary evidence. Taxes and duties on input items will not be paid by bier and they may not be indicated separately in the bids. Bidders are required to include the same in the pricing of their product.
 - (h) The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.
 - (l) Any other criteria as applicable to suit a particular case.
2. **Price Bid Format (to be used for L-1 determination)** The Price Bid Format is **as per (BOQ)** and Bidders are required to fill this up correctly with full details, as required under Part-II of RFP.

BID SECURITY DECLARATION

To
THE PRESIDENT OF INDIA
(Through Commodore Superintendent of Yard)
Naval Ship Repair Yard
Port Blair

Respected Sir,

1. I/We hereby confirm that I/We will be suspended from being eligible to submit bids/proposals for the entire contractual year/period of contract for which bids have been invited through the tender for contracts **contract for outsourcing of 04 Data Entry Operators (DEOs) with RFP TE. No. NSRY/COM/112 (C)9 / CID-2538 dated 11 Nov 2021** at Naval Ship Repair Yard, Port Blair.

(a) Withdraw or amend impair or derogate from the bid in any respect within period of validity of this tender.

(b) Having been notified of the acceptance of our tender by the buyer during the period of validity:-

(i) Fail to furnish the Performance Security for the due performance of the contract before the deadline defined in the request for the proposal/contract documents.

2. In addition, I/We shall be barred from participating in any tenders of Naval Ship Repair Yard, Port Blair for the period of six(06) months from the date of issue of this tender, if I withdraw/modify bids.

3. This certificate is irrevocable.

Date:

(Stamp of firm with sign of Prop)

TO BE ISSUED ON FIRMS LETTER HEAD

Addressed to the Order Placing Authority

CERTIFICATE ISSUED IN ACCORDANCE WITH PARA 171 OF GST ACT 2017
CONFORMANCE TO ANTI-PROFITEERING MEASURES

It is hereby certified that any reduction in rate of tax on any supply of Goods or Services or the benefit of input tax credit in respect of Seller No **NSRY/COM/112 (C) 9/ /CID-2538 dated 11 Nov 21** shall be passed on to the recipient / order placing authority by commensurate reduction in prices. The benefit so accrued will be passed on in the form of revised prices prior to raising of invoice for payment.

Authorised Signatory
Name of the Person / Firm
Address

Firm's GST UID. _____
HSN / SAC Code. _____

SCOPE OF WORK

OUTSOURCING OF SERVICES OF 04 DATA ENTRY OPERATORS (DEOs)
OF NSRY(PBR)

1. Detail work carried out by Personnel dept DEOs.
 - (a) Preparation of bills for pay & allowances including various sanction letters and supplementary bills.
 - (b) SP/LTC/TY Duty + TA/DA advance and related correspondence.
 - (c) Preparation of documents pertaining to overtime allowance.
 - (d) Pay fixation/promotion data entry and preparation of CE orders.
 - (e) GPF withdrawal and loans correspondence entries.
 - (f) Medical claims correspondence entries.
 - (g) Data entry for renditions of various returns/reports.
 - (h) Day to day allied/misc. correspondence like Hindi correspondence, letters of industrial canteen and letters pertaining to labour dept./civil dept.
 - (j) ACR form, IT statements, pay slip, leave applications and claim forms etc.
 - (k) DPC/MACP/DQE and shorts courses etc. correspondence.
 - (l) Disciplinary/court cases, welfare and canteen facility related correspondence.
 - (m) Daily attendance sheet preparation.
 - (n) Preparation and updating of NOK, DCRG, GPF, insurance and pensions related forms.