

Reply should be addressed to
The Commodore Superintendent

Naval Ship Repair Yard
Port Blair
25 Aug 2020

**INVITATION OF BIDS THROUGH E-PROCUREMENT FOR OUTSOURCING OF SAFETY ENGINEER
/SUPERVISOR AT NSRY (PBR)**

REQUEST FOR PROPOSAL (RFP) NO. NSRY/COM/112 (C) 9/CID-1295

Online Bids are invited through e-procurement for outsourcing of Safety Engineer/Supervisor 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	Detail
(a)	Request For Proposal(RFP) / Tender Enquiry (TE) Reference No.	<u>NSRY/COM/112 (C) 9/ CID-1295</u> <u>Dated 25 Aug 20</u>
(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 -232692

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.

(Jitender Arora)
Commander
Senior 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 10 mb.

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 09 Sep 20**. 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 10 Sep 20** (.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:** : **1100 hrs on 01 Sep 20 at PNC Chamber, NSRY (PBR).**

5. **Bid System:**

Two-Bid System:- In case of the Two-bid system, only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer

6. **Location of the Tender Box.** Tender Box marked as “**TENDER BOX** “at NSRY Main Gate, in front of Chief Security Office Reception.

7. **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	25 Aug 20	1800 Hrs
(b)	Bid Document Download from CPP Portal	25 Aug 20	1800 Hrs
(c)	Clarification Start Date	25 Aug 20	1800 Hrs
(d)	Clarification End Date	02 Sep 20	1700 Hrs
(e)	Pre-Bid Meeting Date at PNC Chamber, NSRY (PBR)	01 Sep 20	1100Hrs
(f)	Bid Submission Start Date on CPP Portal	02 Sep 20	1800 Hrs
(g)	Bid Submission End Date on CPP Portal	09 Sep 20	0900 Hrs
(h)	Opening of Tender Box for physical verification of documents/ Bid supporting documents	10 Sep 20	0830 Hrs
(i)	Online Bids Opening Date on CPP Portal	10 Sep 20	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 EMD)**. Scanned copy of EMD (wherever applicable) is to be uploaded in **.PDF** format in this cover. In case the firm is exempted from paying EMD, Proof of exemption of EMD as per Para 15 of Part I of RFP is to be uploaded in **.PDF** format in this cover in lieu of EMD.

(ii) **Content 2 (Description:- Scanned copy of GST Certificate)**. Scanned copy of GST Certificate as per **Annexure I** to this RFP/TE in **.PDF** format

(iii) **Content 3 (Description:-Compliance Matrix)**.

(aa) **Technical Matrix**. Duly filled, signed & stamped Compliance Matrix of Technical Parameter as per **Annexure II** be submitted.

(ab) **Commercial Matrix**. Duly filled, signed & stamped Compliance Matrix of commercial Parameter as per **Annexure III** be submitted.

(iv) **Content 4 (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. **smcom.nsrypb@gov.in** 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 EMD. **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 EMD/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 : N/A**

14. **Validity of Bids:** The Bids should remain valid for **180 (One Hundred Eighty)** days from the date of opening of the Bids. **Failure to do so can lead to rejection of bids.**

15. **Earnest Money Deposit** Firms are required to submit earnest money for **13,000/- (Rupees Thirteen Thousand Only)** as a part of bids in the form of a bank guarantee TR/IPO/Banker cheque (not firm's cheque) in favour of The “**CDA (IDS) New Delhi**” from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request). The original copy is to be sent through post at address mentioned at **para2 (e)**, the same is required to reach not after 07 days from the last date of submission of the bids. In case original copy of EMD does not reach within time the respective bids will liable for rejection. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or MSME. The EMD will be forfeited if the bidder withdraws or amends or impairs or derogates from the tender in any respect. Firms registered with NSRY (PBR) will not be exempted from EMD submission. **The quotes without EMD or without EMD exemption certificate will be rejected out rightly; PAC firms are not exempted from submission of EMD.**

NOTE: Bidders should declare UAM (Udyog Aadhar Memorandum) in CPPP (Central Public Procurement Portal), failing which such bidder will not be able to enjoy the benefits as per Public Procurement Policy for MSMEs Order, 2012 for tenders invited electronically through CPPP.

PART II

ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. **Schedule of requirements- Items / Services Required Outsourcing of Safety Engineer/ Supervisor at NSRY (PBR)**

List of Items /Services/**Scope of Work 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. **Technical details:**

(a) Scope of Work /Technical qualification requirement - Annexure-IV

Work Completion Period: Work completion period for **Outsourcing of Safety Engineer/Supervisor at NSRY (PBR)** would be **would be One year extendable to two more years based on firm's performance and mutual agreement from the effective date of contract.** Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

3. **All the Firms Participating in the Tender are required to comply with the extant rules regarding Contractual Labour and are mandatorily required to be registered with the O/O the Labour commissioner (Central), Port Blair before Participating in the Bid Process. Certificate for the same is required to be submitted along with the T-Bid.**

4 This RFP is being issued with no financial commitment and Customer reserves the right to change or vary any part thereof at any stage. The Customer reserves the right to reject any or all of the offers without assigning any reason whatsoever. The Customer also reserves the right to withdraw the RFP should it be so necessary at any stage.

5 **Address for Communication** Any and all notices and communication in connection with the Contract 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 : 03192-232692

(c) Telephone : **9531839092**

7. **Consignee Details**

(a) Address : The Commodore Superintendent
[Manager (Safety)]
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 Jun result in rejection of the Bid submitted by the Bidder.

1. **Operation of Contract.** The powers and functions of the customer under this Contract shall be exercised by The Commodore Superintendent. **In addition to NSRY(PBR) the contract Jun also be operated on the same terms and conditions by other Naval units / Ships / Organizations / Establishments and other Services / Departments / Organizations /Units / Establishments under the Ministry of Defence, subject to there being no downward trend in prices.**

2. **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.

3. **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.

4. **Arbitration.**

(a) All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof should be settled by bilateral discussions.

(b) Any dispute, disagreement of question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as Jun be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator.

(c) Within sixty (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties.

(d) The sole Arbitrator shall have its seat in Visakhapatnam such other place in India as Jun be mutually agreed to between the parties.

(e) The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only.

(f) Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.

(g) The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

5. **Penalty for use of Undue influence.** The contractor 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 customer 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 contractor or any one employed by him or acting on his behalf (whether with or without the knowledge of the contractor) or the commission of any offers by the contractor 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 customer to cancel the contract and all or any other contracts with the contractor and recover from the contractor the

amount of any loss arising from such cancellation. A decision of the customer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the contractor. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the contractor towards any officer/employee of the customer or to any other person in a position to influence any officer/employee of the customer for showing any favour in relation to this or any other contract, shall render the contractor to such liability/ penalty as the customer Jun 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.

6. Agents / Agency Commission. The contractor confirms and declares to the NSRY(PBR) that the contractor 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 contractor; 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 contractor agrees that if it is established at any time to the satisfaction of the NSRY(PBR) that the present declaration is in any way incorrect or if at a later stage it is discovered by the NSRY(PBR) that the contractor 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 contractor will be liable to refund that amount to the NSRY (PBR). The contractor will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The NSRY (PBR) will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the contractor who shall in such an event be liable to refund all payments made by the NSRY (PBR) in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The NSRY (PBR) will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

7. Access to Books of Accounts. In case it is found to the satisfaction of the NSRY (PBR) that the contractor 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 contractor, on a specific request of the NSRY (PBR), shall provide necessary information/ inspection of the relevant financial documents/information.

8. Non-disclosure of Contract documents. Except with the written consent of the NSRY (PBR)/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party. **Enclosed drawings are to be returned along with 'T' Bid / 'Q' Bid based on mode of tendering (i.e. Two Bid / Single Bid).**

9. 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.

10. Termination of Contract. NSRY (PBR) shall have the right to terminate this Contract in part or in full at any stage under following circumstances:-

- (a) The contractor is declared bankrupt or becomes insolvent.
- (b) If ownership of the company becomes a disputed issue and the matter is taken to the court of law.
- (c) The NSRY (PBR) has noticed that the contractor has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (d) As per decision of the Arbitration Tribunal.
- (e) If the contractor fails to perform the assigned job for 3 times, even after extension of the agreed time frame or does a poor/ sub standard job repeatedly.
- (f) If the firm is under any legal or other disputes.
- (g) The contractor insists on a change in the contracted price.
- (h) The contractor's employees or contract labour engages in any illegal or unlawful activity while engaged in the performance of this contract.

(j) In case of suboptimal performance by the contractor, the customer shall issue a show cause notice to the contractor. In the event of continued inaction by the contractor despite reminders, the customer has the right to terminate the contract immediately.

(k) In case of short closure, the notice will be sent to the contractor and if the contractor fails to respond within 15 days of the acknowledgement, a second notice would be sent. Further if the contractor fails to respond within 15 days of the second acknowledgement it will be counted as acceptance of the short closure and the contract would be short closed.

(n) On account of any default on part of the contractor

12. Notices. Any notice required or permitted by the contract shall be written in the English language and Jun be delivered personally or Jun be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent. In case of short closure, the notice will be sent to the contractor and if the contractor fails to respond within 15 days of the acknowledgement, a second notice would be sent. Further if the contractor fails to respond within 15 days of the second acknowledgement it will be counted as acceptance of the short closure and the contract would be short closed.

13. Sub- Contracting.

(a) **Transfer and Sub-letting.** The contractor 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, without prior intimation and written consent of NSRY (PBR).

(b) The contractor Jun subcontract any part of Scope of Work on mutual agreement with the customer. The contractor can under no circumstance sub-contract the complete Scope of Work to a Third Party.

(c) The contractor would be entirely responsible for quality / standard and timely execution of the sub-contracted work. The contractor is to draw up a suitable Quality Assurance (QA) Plan with the Sub-contractor and a copy of the same along with Record of Inspection in accordance with such QA Plan shall be submitted to the customer.

(d) The supervision of work for the sub-contracted jobs is to be done by the contractor. The contractor is not permitted to seek any extension of Completion Date citing delay on the part of Sub-Contractors or re-work arising out of Sub-Contracted work.

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 Jun 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 Jun 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.

(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 I.**

(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

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 Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the NSRY(PBR). FAILURE TO DO SO JUN 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 10% of the contract 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).

2. **Payment Terms for Indigenous Sellers:** 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 satisfactory rendering of services and issue of completion certificate by M (Safety) on completion of jobs as per scope of work and on submission of documents as per Para 4(b) below:-**

3 (a). **Paying Authority.** The paying authority is AAO (Stores & Contracts Section), JCDA ANC, Port Blair

3 (b). **Documentary Proof's.** The firm should submit proof of payment to the Outsourcing of Safety Engineer/ Supervisor for the preceding month in the form of bank fund transfer statement and for EPF in the form of EPF Challan receipt for a month.

3(c). **Date of Payment of Wages.** The firm should be pay the wages to the Outsourcing of Safety Engineer/ Supervisor in this contract by 10th of every month through electronic fund transfer.

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

4 (b). **Paying Authority:** 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) Ink-signed copy of contingent bill / Seller's bill.
- (ii) Ink-signed copy of Commercial invoice / Seller's bill.
- (iii) Copy of Supply Order/Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
- (iv) Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate, Novroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.
- (v) Bank guarantee for advance, if any.
- (vi) Performance Bank guarantee / Indemnity bond where applicable.
- (vii) Any other document / certificate that Jun be provided for in the Supply Order / Contract.
- (viii) Xerox copy of PBG.

(Note – From the above list, the documents that Jun be required depending upon the peculiarities of the procurement being undertaken, Jun be included in RFP)

5. **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 Jun

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 Jun 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 from the **unit** 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.***

(b) **Obligation of the Customer**

(i) The customer shall pay the Charges as enumerated in this contract.

(ii) The work shall be executed as per the program drawn up by NSRY (PBR). No claim for idle labour or delay in completion of the work shall be entertained.

(iii) The concerned user department officer, Manager is to be informed of the type and area of work prior to commencement of work.

(iv) The rates admitted in the contract shall not be subject to any revision during the said period. No additional clause for escalation shall be admissible in the contract on account of cost of material or for labour charges or any other reasons.

(v) The contractor shall take adequate and necessary precautions regarding the safety of the men and material. The contractor is to ensure that his labour force uses all safety gears as laid down in Industrial & Labour Regulations while working on jobs entrusted on this contract.

(c) If the contractor is in breach of any or all terms hereof the customer Jun terminate the contract, during the validity of this agreement, notwithstanding anything to the contract contained, herein without being liable in any manner to this contract for the same. The proportionate amount for the remaining part of the contract period shall be recovered from the balance amount/ future payment.

6. 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 Jun 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.

7. **Tolerance Clause:** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to 10% plus/minus increase or decrease the quantity of the required goods/ services up to that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit. The RC can be extended for a further two years on the same Terms, conditions and Price.

8. **Penalty Clause.** In the event of the contractor's failure in quality and providing services. The NSRY (PBR) will 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 bills.

9. **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 parties control 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.

(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 10 (Ten) 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 contract 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.

9. **Police Verification.** The firm should provide police verification for all **outsourcing of services for safety engineer/supervisor at NSRY(PBR)** within 60 days of the commencement of the contract.

10. **Photo I-Card.** The firm should provide photo I-card to all **outsourcing of services for safety engineer/supervisor** employed in this contract.

11. **Workmen Safety and Insurance.** The firm should provide insurance cover to all **outsourced outsourcing of services for safety engineer/supervisor** by means of an insurance policy under Workmanship Compensation Act. 1923.

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) In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.

(c) 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 by excluding levies, taxes and duties levied by Central/State/ Local government on final product as quoted by the bidders.**

(d) The taxes applicable are to be indicated. Bids without mentioning taxes 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) 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 Jun not be indicated Novaratly 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.

(j) 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.

Note:-
Determination of L-1 will be done based on agency charges quoted as all other parameters such as minimum wages, EFP, GST, etc, are mandatory in nature and payable by all vendors at the same rate.

3. **GST Certificate** as per format placed at **Annexure I**

4. **Technical Bid Format** as per format at **Annexure-II**

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-1295 dated 25 Aug 20** 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. _____

T-BID FORMAT
**TECHNICAL SPECIFICATION FOR OUTSOURCING OF SERVICES FOR SAFETY ENGINEER/
SUPERVISOR AT NSRY(PBR)**

<u>Ser</u>	<u>Terms</u>	<u>YES</u>	<u>NO</u>	<u>REMARKS</u>
1	Indicates acceptance of the entire scope or work			
2	Indicate whether earnest Money deposit as per RFP has been attached			
3	Indicate acceptance or payment terms as per RFP			
4	Indicate acceptance of standard conditions			
5	Latest income tax assessment order copy in the name of the Firm along with Profit & Loss statement			
6	Case for outstanding dues/penalties/fines with EPFO, Income tax, GST Dept or any other governing body			
7	Affidavit that the firm has not been blacklisted			
8	Proof of payment of last EPF			
9	Safety engineer/ supervisor should have atleast diploma with one year experience in fire and safety. Firm has to submit documentary proof in support for the same. The proficiency of the Safety engineer/ supervisor will be scrutinized by M(Safety) prior to deployment. (Relative documents/certificates to be attached in T-Bid.)			
10	Safety engineer/ supervisor is required to be deputed to NSRY for 365 days and can be on rotational basis with stop gap of minimum six months between rotations			
11	Medical Examination of the employee from registered medical practitioner as per prescribed format placed at Annexure - I			
12	Sufficient overlap of at least 15 days are also to be ensured between incoming/outgoing inspectors			
13	The firm have to forward a comprehensive report of works undertaken along with work orders/completion certificate			
14	The firm should work in the night/ holiday if need arises			
15	To ensure that the best talent is available for the scope of work and to maintain the supervisor/ consultant morale, payment to be with strict adherence towards minimum wages. The payment to the employee are also to be made to their respective Bank accounts by the firm through ECS and proof of the same be submitted while furnishing the monthly bill			

MEDICAL EXAMINATION REPORT

Name :
Firm :
Designation :
Date of Birth : Age : Blood Group :
Height : Weight : Vision :
Pulse : BP : ECG :
Blood Sugar(F/PP) : Lipid Profile : CBC :
Urine(RE/ME) :
Habits : Tobacco Smoker Alcohol

Past History

Diabetic TB Asthma Epilepsy
Psychiatry Hypertension Any Other medication

General Examination

Oral Examination

Investigation

COMPLIANCE MATRIX FOR COMMERCIAL ASPECTS

S.No	Q Bid Parameter	Complies with RFP (Yes/ No)	If Yes para ref. in Q bid
1	Quotation shall remain valid till 06 months from opening of Bids.		
2	Unit rates are to be quoted for each of the requirement as per as per SOR		
3	Detailed breakdown of cost of material and labor for each serial as per SOR		
4	Destination basis by road inclusive of Packing, Forwarding, Freight charges, Transit Insurance and any other charges as applicable. Agree.		
5	<u>Taxes & Levies.</u> Break up of all loading amount (taxes & duties) for each serial as per SOR		
6	GST Terms & Conditions		

SCOPE OF WORK OUTSOURCING OF SERVICES FOR SAFETY ENGINEER/SUPERVISOR
AT NSRY(PBR)

The scope of work involves providing One Safety Engineer/ Supervisor of minimum qualification of diploma in fire and safety.

1. The detailed SoW is enumerated below:

SER	SCOPE OF WORK
(a)	To advise all departments in planning & organizing measures necessary for effective control of injuries to Yard personnel.
(b)	Carry out safety inspections in order to observe physical conditions of works, work practices and procedures followed by workers and render advice on measure to be adopted for removing unsafe physical conditions and preventing unsafe action by workers.
(c)	Investigate accidents taking place in the Yard and submit recommendations for corrective actions.
(d)	Conducting of 'Apex Safety Committee' meetings on half yearly basis and monitoring the progress of issues raised therein.
(e)	Schedule weekly firefighting/first aid training and monthly safety lectures for civilian personnel of the Yard
(f)	Conduct of quarterly meeting on safety.
(g)	Conduct of separate safety briefs prior any exercise/ evolution (depending upon type of evolution).
(h)	Ensure adherence to safety related aspects in respect of the following: - (i) Stowage of POLs. (ii) Stowage of canvas/ other combustible materials. (iii) Design/ construction/ features of galleys and wet spaces. (iv) Location/ Housing of heavy duty electrical and engineering equipment. (v) Operation of Mobile/ Jetty Cranes and MHEs.
(j)	Providing safety supervision at work sites during hot works, work at height confined space entry and deep excavation jobs.
(k)	Record and analyse all 'Near Miss' situations and recommend preventive measures.
(l)	Maintain record of all safety infringements in 'Safety Infringements Record' book. This is to be produced for perusal during Annual Inspection.
(m)	Contractor shall have to make their own arrangement for providing transportation, accommodation & fooding for their manpower and to equip there with PPE's like safety shoe, safety helmet & overall.
(n)	(i) The firm should have experience of providing Safety Engineers/ supervisors for at least 01 yr.
	(ii) The firm would be required to submit documents substantiating their claims.
	(iii) The eligibility criteria for candidates are as follows:
	(aa) Preference will be given to personnel with sound professional knowledge and minimum 02 year experience in relevant field.
	(ab) Age limit up to 45 yrs
	(ac) Medically fit
	(ad) Good written and oral communication skills in English and Hindi.
	(ae) Good computer knowledge and MS office software application.
	(af) Motivated, sincere and willing to work for late hours.