

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 RATE CONTRACT
FOR PURCHASE OF PRINTER CARTRIDGES/TONERS AT NSRY(PBR)**

PROPOSAL (RFP) NO.NSRY/COM/112 (E) 16 (d)/RC/CID-2531

Online Bids are invited through e-procurement mode for **Rate Contract for purchase of printer cartridges/toners 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(E)16(d)/RC/CID2531 Dated 11 Nov 21</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 -211624

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 date 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 22 Nov 21**. 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 23 Nov 21** (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. **Location of the Tender Box.** Tender Box marked as “**TENDER BOX**” at NSRY Main Gate, in front of Chief Security Office Reception is placed for submitting bid security declaration and other supporting documents of RFP (**Soft copy to be uploading along with in CPP portal**).

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	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	12 Nov 21	1700 Hrs
(e)	Bid Submission Start Date on CPP Portal	12 Nov 21	1800 Hrs
(f)	Bid Submission End Date on CPP Portal	22 Nov 21	0900 Hrs
(g)	Opening of Tender Box for physical verification of documents/ Bid supporting documents	23 Nov 21	0830 Hrs
(h)	Online Bids Opening Date on CPP Portal	23 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. **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 may be 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).

16. Freak Low Quotes:

(a) In case after opening of price bid of technically cleared firms, it is noted that L-1 firm has quoted very low rates and indicated to withdraw from the tender then EMD shall be forfeited and firm may be given tender holiday including intimation to other ship yards.

(b) If the rates quoted are less/ more than NSRY (Pbr) estimates by 40% or so and if the difference in rate between L1 and L2 is 30% or more then the firm will have to give additional Bank Guarantee (BG) for 20% of the freak low value and shall be obtained from L-1 bidder before release of order as additional security. Additional BG charges shall be reimbursed by NSRY (Pbr) at actual subject to maximum of @ 0.125% of BG value after completion of work or on reception of work completion certificate from user department, as per required validity period against submission of proof of payment.

PART II

ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. Schedule of requirements- Items / Services Required Rate Contract for purchase of printer cartridges/toners at NSRY(PBR)

List of Items /Services/Scope of Work 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.** Detailed scope of Work is placed at **Annexure III**

2. Technical Details: As per OEM Technical specifications.

3. Work Completion Period: Work completion period for **Rate Contract for purchase of printer cartridges/toners at NSRY(PBR)** would be **01 (One) year** from the effective date of contract and extended further based on firm's performance with same basic cost and terms and conditions. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

4. Work Completion Certificate. On completion of the work, the contractor will be required to obtain a satisfactory work completion certificate from the NSRY (PBR)/FAB Dept. and submit the same along with the bill to NSRY (PBR)/Commercial Dept.

5. **Delivery and Transportation.** Delivery of items/Services will be at **NSRY(Pbr)**. Inspection will be carried out post-delivery of item in satisfactory state.

6. **Scraps.** All serviceable / unserviceable materials having scrap value, arising out of repairs shall be returned to the customer.

7. **Employment of Service Personnel.** The contractor shall not employ any service personnel of the NSRY (PBR) or on his own take any assistance either directly or indirectly from any of the workshops / facilities of the NSRY (PBR) in the form of men or material for Scope of Work.

8. 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.

9. **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**

10. **Consignee Details.**

- (a) Address : The Commodore Superintendent
[for Manager (IT)]
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 offence 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 (30days) 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 (30 days) 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 **26 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 tthe 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. **Option Clause.** NA
3. **Repeat Order Clause.** NA
4. **Tolerance Clause.** NA
5. **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). **100 % Payment on completion of jobs against work orders issued under this contract and successful completion of trails and accepted by user, cleared by NSRY (PBR) QC and submission of documents as per Para 7 below.**
6. **Advance Payments:** No advance payment(s) will be made.
7. **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:
 - (a) An ink-singed copy of the contingent bill/seller's bill duly attested by the competent unit authorities.
 - (b) An ink-signed copy of commercial invoice in original.
 - (c) A copy of the supply order with UO. NO and date of IFA's concurrence, where required under delegation of financial powers.
 - (d) CRVs/Inspection note.
 - (e) 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
 - (f) Exemption certificate for excise duty/customs duty, if applicable.
 - (g) Bank guarantee for advance, if any.
Copy of Guarantee/Warranty certificate, if any
 - (h) Copy Performance Bank Guarantee/indemnity bond, where applicable.

- (j) 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.
- (k) Willingness of vendor/supplier for extension of contract/ work
- (l) Revised/amendment of supply order/Work order for extended DP cases wherever applicable.
- (m) Details for electronic payment as per mandate form given in Form DPM-11 (along with a copy of cancelled cheque)
- (n) User acceptance certificate.
- (o) Any other relevant document/certificate that may be provided for in the supply order/contract.
- (p) Certificate for fall clause.

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

8. Fall Clause. The following Fall Clause will form part of the seller placed on successful Bidder: -

(a) The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons/Organisation including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed. If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organisation including the Buyer or any Deptt, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction or sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:--

(i) Exports by the Seller.

(ii) Sale of goods as original equipment at price lower than lower than the prices charged for normal replacement.

(iii) Sale of goods such as drugs which have expiry dates.

(iv) Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private parties and bodies

(b) The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract –

“We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/organisation including the purchaser or any department of Central

Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be up to the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract except for quantity of stores categories under sub-clauses (a),(b) and (c) of sub-para (ii) above details of which are given below -

Sign by Vendor/Firm

9. 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.

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 utilizing.

(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 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. **Buy-Back offer.** NA

12. **Specification.** The following Specification clause will form part of the contract placed on successful Bidder - The Seller guarantees to meet the specifications as per Part-II of RFP and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer. All technical literature and drawings shall be amended as the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical upgradation/alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenization or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques along with necessary tools as a result of upgradation/alterations will be provided to the Buyer free of cost if required.

13. **OEM Certificate.** NA

14. **Transportation.** NA

15. **Packing and Marking.** NA

16. **Quality.** The quality of the stores delivered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in Seller's country or specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the stores to be supplied under this Contract shall be new i.e. not manufactured before (Year of Contract), and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past if any. The Seller shall supply an interchange ability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

17. **Quality Assurance.** Seller would provide the Standard Acceptance Test Procedure (ATP) within **01 month** of this date of seller. Buyer reserves the right to modify the ATP. Seller would be required to provide all test facilities at his premises for acceptance and inspection by Buyer. The details in this regard will be coordinated during the negotiation of the seller. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.

18. **Inspection Authority:**

(a) Necessary tests and inspections of the contracted job shall be carried out by COA/CFA or his nominated agency or NSRY (PBR) QC. The CONTRACTOR shall give reasonable notice to the above team reasonably in advance of the date and place of such trails/inspections. COA/CFA shall also carry out joint inspection of the equipment and material procured by the CONTRACTOR/supplied by CUSTOMER. The CUSTOMER's representative shall, during the repairs invariably attend such tests and inspections.

(b) Any non-conformity discovered by CUSTOMER Representative and intimated in writing co-relating relevant documents where necessary in Refit or material or workmanship shall be corrected by the CONTRACTOR at his cost to the full

satisfaction of Representative in accordance with the relevant drawings and specifications.

(C) **For spares** – Bill of lading, OEM genuineness certificate are to be forwarded. Inspection of spares will be undertaken by COA/NSRY(Pbr)/SMMAT.

19. Franking clause – The following Franking clause will form part of the contract placed on successful Bidder

(a) Franking Clause in the case of Acceptance of Goods “The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the contract”.

(b) Franking Clause in the case of Rejection of Goods “The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract.”

20. Claims. The following Claims clause will form part of the contract placed on successful Bidder:–

(a) The claims may be presented either: (a) on quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing, or (b) on quality of the stores, where quality does not correspond to the quality mentioned in the contract.

(b) The quantity claims for deficiency of quantity shall be presented within 45 days of completion of JRI and acceptance of goods. The quantity claim shall be submitted to the Seller as per Form DPM-22 (Available in MoD website and can be given on request).

(c) The quality claims for defects or deficiencies in quality noticed during the JRI shall be presented within 45 days of completion of JRI and acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 45 days after expiry of the guarantee period. The quality claims shall be submitted to the Seller as per Form DPM-23 (Available in MoD website and can be given on request).

(d) The description and quantity of the stores are to be furnished to the Seller along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will settle the claims within 45 days from the date of the receipt of the claim at the Seller’s office, subject to acceptance of the claim by the Seller. In case no response is received during this period the claim will be deemed to have been accepted.

(e) The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location under Seller’s arrangement.

(f) Claims may also be settled by reduction of cost of goods under claim from bonds submitted by the Seller or payment of claim amount by Seller through demand draft drawn on an Indian Bank, in favour of Principal Controller/Controller of Defence Accounts concerned. The quality claims will be raised solely by the Buyer and without any certification/countersignature by the Seller’s representative stationed in India.

(g) The quality claims will be raised solely by the Buyer and without any certification/countersignature by the Seller’s representative stationed in India.

(h) **Claim of the Customer**

(i) **Quality of the Repaired Equipment** – In case of its nonconformity to the quality specified in the Customer's Quality Assurance norms for repairs/overhaul/storage of the equipment, as specified in the Contract.

(ii) **Quantity of the Repaired Equipment** – In case of nonconformity of quantity to those specified in the packing list (shortage inside packing) on condition that the repaired equipment arrived at the place of destination in undamaged packing or in case the responsibility of the Carrier has not been specified/provided in this regard.

21. Guarantee/ Warranty

(a) The CONTRACTOR warrants that he repairs carried out under this Contract conform to specifications vide SOR

(b) The CONTRACTOR shall give 12 months guarantee for materials purchased under the contract/work order from Contract Completion Date or Work Completion Date. The guarantee clause will also be applicable to the items repaired by the OEMs/Sub-contractor of Contractor. Any defects noticed during the guarantee period due to defective/poor workmanship or sub-standard material shall be rectified free of cost by the CONTRACTOR or by the OEMs/sub-contractor under arrangements by the CONTRACTOR.

(c) If within the period of warranty, the repairs reported by the CUSTOMER to have failed to perform as per the specifications, the CONTRACTOR shall either replace or rectify the same free of charge within 15 calendar days of notification of such defect received by the CONTRACTOR provided that the equipment are used and maintained by the CUSTOMER as per instructions contained in the Operating Manual Record. Record of the downtime would be maintained by user in logbook. Spares required for warranty repairs shall be provided free of cost by CONTRACTOR.

(d) CONTRACTOR hereby warrants that necessary service and repair backup, during the warranty period of the repair, shall be provided by the CONTRACTOR at the CUSTOMER's premises.

(e) Notice for Remedy/Rectification of Defects during Warranty Period shall be in writing and transmitted to each other by the fastest possible means.

22. Unforeseen Repairs. The following terms and conditions relating to unforeseen repairs is part of this RFP.

(a) If during the process of repair, it is found that the equipment is incomplete, damaged or cannot be repaired in terms of the contract, the Contractor shall, if possible, install missing parts of the equipment or change parts of the equipment which cannot be repaired only in consultation with the Customer.

(b) The Customer shall pay additional cost to the Contractor for the new/changed spare parts (units, sub modules, PCBs, etc). The cost of such parts shall be mutually agreed upon by both the parties to the contract and an Additional Agreement shall be signed by the Customer within sixty days after the date of handing over of the equipment to the Contractor. If there is no possibility of installing missing parts, the Contractor shall inform the Customer about this within thirty days from determination of the technical condition of the equipment but not later than sixty days after receipt of the equipment for repair.

23. Parallel Rate Contracts: In case it is observed that a single supplier does not have enough capacity to cater to the entire demand of an item or where it is desirable to have a wider vendor base due to criticality of the items, it may become desirable to conclude parallel RCs with more than one firm. The CFA, based on the merit of each case, may

decide the number of firms to be awarded RC for an item so that DDOs will have a wider choice. Efforts should be made to conclude parallel RC s with firms located in different parts of the country to cater to users over a wider geographical spread. Parallel RC may be concluded with marginal price difference say up to 5%. In such cases approval of the next higher CFA is to be taken.

24. Renewal and Extension: It should be ensured that new rate contracts are made operative right after the expiry of the existing rate contracts without any gap for all rate contracted items. In case, however, it is not possible to conclude new rate contracts due to some special reasons, timely steps are to be taken to extend the existing rate contracts with same terms, conditions etc. for a suitable period, with the consent of the rate contract holders. Rate contracts of the firms, which do not agree to such extension, are to be left out of consideration for renewal and extension. Also, while extending the existing rate contracts, it shall be ensured that the price trend is not lower.

25. Termination and Revocation of RC: RC is in the nature of standing offer and a legal contract comes into being only when a supply order is placed by the CFA/Direct Demanding Officers. Being just a standing offer, embodying various terms of the offer, the contract holder may revoke it at any time during its currency. However, reasonable opportunity should be given to the supplier to represent against any revocation/cancellation of RC.

26. Rate Contract (RC): A rate contract (commonly known as RC) is an agreement between the purchaser and the supplier for supply of specified goods (and allied services if any) at specified price and terms & conditions (as incorporated in the agreement) during the period covered by the repair rate contract. No quantity is confirmed nor any minimum drawl guaranteed in the repair rate contract. The repair rate contract is in the nature of a standing offer from the supplier firm. The firm and/or the purchaser is/are entitled to withdraw/cancel the rate contract by serving an appropriate notice on each other, of not less than thirty days. However, once a supply order is placed on the supplier for supply of a definite quantity in terms of the rate contract during the validity period of the rate contract that supply order becomes a valid and binding contract and the supplier is bound to supply the ordered quantity. Separate work orders will be issued to firm as per requirement and same will only be considered as authority to clear bills.

27. Deployment of Team: The firm agree to provide requisite amount of work force at any point of time whenever required by Manager (IT)

28. Product Support. NA

29. AMC Clause. NA

30. Engineering Support Package(ESP) clause. NA

SAFETY CODE FOR CONTRACTORS

1. Contractor / vendor is required to meet all the conditions mentioned in the 'Standard Safety Clause'. In case of the failure to meet the safety conditions / breach of safety norms, the contractor is liable to be penalized according to the statutory provisions of the laws in addition to the penalties as mentioned in the 'Standard Safety Clause'. Towards ensuring the compliance of the safety regulations and safe work conditions in the yard by the contractors / vendors, a 'Standard Safety Clause' has been formulated and the same is placed at **Appendix–A** for compliance by the contractors / vendors.

2. Minor & Major Safety Violations. For the purpose of implementation of penalties mentioned in the 'Standard Safety Clause', the safety violations are divided into two categories - Minor Safety Violations & Major Safety Violations (Yard safety officer shall decide about the category of Safety Violation, that are not listed below):-

(a) **Minor Safety Violations.**

- (i) Not wearing/ improper wearing of personal protective equipment (PPE) at work site or use of substandard PPE.
- (ii) Taking electrical connection without using ELCB and without adhering to electrical hygiene norms.
- (iii) Abuse of safety equipment / facility including use of fire, water for purpose other than fire fighting / work permit condition compliance.
- (iv) Not responding to emergency sirens as per work permit condition / emergency handling procedure.
- (v) Minor traffic violation ((wrong parking, over speeding etc.).
- (vi) Blocking access of emergency equipment or exits.
- (vii) Using unapproved scaffolding.
- (viii) Using grinder without wheel guard.
- (ix) Using damaged welding cable, faulty joints in cable.
- (x) Non-use of flash back arrester in oxy acetylene cutting set.
- (xi) Working at height without medical fitness and without safety harness.
- (xii) Non - availability of standby person during entry in to confined space.
- (xiii) Non – reporting of near – miss incident.
- (xiv) Persons working under suspended load in barricaded area.
- (xv) Cranes moving on road with suspended load.
- (xvi) Working on road/ path way without barricading.
- (xvii) Dumping excavated earth on edge of excavation.
- (xviii) Mishandling of gas cylinders.
- (xix) Working in yard without safety induction training.

(b) **Major Safety Violations.**

- (i) Smoking in the non-smoking areas, carrying matches or lighter.
- (ii) Working without valid work permit.
- (iii) Not wearing proper breathing apparatus, even after instructions.
- (iv) Not providing shoring for the excavations.
- (v) Not providing fire extinguisher for hot work.
- (vi) Repeating minor violations more than twice.
- (vii) Major traffic violation.

- (viii) Use of non-tested/certified lifting machine, tools and tackles.
- (ix) Found guilty of negligent driving resulting in a vehicle accident (Even if no injury).
- (x) Entry of vehicle in no work/operational area without permit.
- (xi) Not complying with written instruction on the work permit.
- (xii) Use of substandard scaffold (such as substandard platform in terms of access, guard rail, toe guard & gaps on platform surface, non-use of sole plate / base plate, sagging scaffold etc).

Appendix- A

STANDARD 'SAFETY CLAUSE' FOR RFPs / WORK ORDERS RELATED TO OUTSOURCING OF SERVICES / REPAIRS / WORKS

1. This Safety Clause is not a substitute to Statutory requirements as specified by the Govt. of India vide various acts / rules and 'Prevailing Safety Regulations' or norms of the NSRY (Port Blair) but to further reinforce the existing safety standards which have to be followed by the CONTRACTOR.
2. NSRY (Port Blair) shall not be responsible for any injury / casualty or loss of life that may take place during the course of contracted work / service and any compensation or expenditure towards treatment for such injury / casualty shall be the sole responsibility of the CONTRACTOR.
3. The Contractor is to ensure adequate safeguards for personnel when employed on work where risk to human health / injury is involved. The contractor is to comply with the following conditions regarding 'Labour Welfare and Safety': -
 - (a) The contractor is to ensure that the workers are adequately equipped with safety gear / equipment that is necessitated by the nature of the work involved. The Contractor is to adequately brief the workers in a suitable language easily understood by workers, of the potential hazards and necessity to adhere to Safe Work practice.
 - (b) Labourers (both male and female) below 18 years and above 50 years of age are not to be employed by contractor. In addition, they should be free from any pre-existing morbid conditions which are likely to be aggravated by the work conditions in the Yard. Chronic alcoholics are not to be employed.
 - (c) All work force employed onsite / onboard ships is to wear separate uniform with firm's logo for clear identification. The workers are to wear suitable visible identification indicating their name and blood group.
 - (d) The Contractor is liable to provide immediate first aid / hospitalisation in case of accident / sudden illness to personnel.
 - (e) Naval authorities are to be informed by the contractor immediately in the eventuality of any accident taking place.
 - (f) Compensation to the family on account of injury of any worker employed by the contractor / vendor will be the sole liability of the contractor / vendor.
 - (g) The contractor shall ensure that the work force employed by the contractor abides by all security regulations imposed by the Naval Unit and does not in any manner compromise security of Naval property / area.
 - (h) The contractor will render proof of police verification of character and antecedents of his employees proposed to be employed inside Yard premises.

(j) In case passes are issued to any contractor / firm for working beyond normal working hours on any day, it is the responsibility of the contractor to intimate the Security Officer / Concerned officer / Officer of the day and the security staff in case there is a change in the approval, as sought for that day.

(k) Passes are to be surrendered to security officer / concerned officer after completion of contract.

(l) An affidavit is to be submitted by the contractor for compliance of minimum wages, EPF and ESI along with acceptance of payment after producing proof of payment to the concerned authorities as per existing Gazette Notification issued from time to time.

Electrical Safety

(m) In order to avoid burn injuries, shock, fatalities etc. whilst working on Electrical equipment/ undertaking Electrical works/ rendering services involving use of Electricity/ Electrical appliances (as applicable), strict compliance to safety standards laid by Contracting agency are to be adhered to.

(n) Use of Personal Protective Equipment (PPE) like Rubber gloves and shoes is mandatory when undertaking repairs/work on any electrical machinery. Further, the contractor is to ensure use of properly insulated tools.

(p) Repair / work on electrical equipment is to be undertaken only after a permit / authorization to do so by the contracting agency.

(q) Switching off of power supplies and tagging to avoid inadvertent switching on must be undertaken under supervision of technical support team of contracting agency.

(r) Additionally, whilst undertaking repairs / works /providing services of non-electrical nature, all precautions are to be taken to avoid inadvertent contact of men and material from energized circuits / electrical overhead lines.

(s) Safety glasses or face shields are worn when exposed to any electrical hazards including work on energized electrical systems.

Personal Protective Equipment (PPE)

(t) Contractors are to ensure provisioning of proper PPE for all workers employed. This should include non-skid shoes / welding shoes, helmets, gloves, masks, welding shield, clothing etc. Construction workers should wear work shoes or boots with slip-resistant and puncture-resistant soles.

(u) Workers should wear Safety Helmet where there is a potential for objects falling from above, bumps to their heads from fixed objects, or accidental head contact hazards. The Safety Helmet used by contractor shall be **Dark Yellow or Dark Blue** in colour with name of contractor mentioned in front portion. All safety helmets shall have chin strap.

(v) Workers should wear the right gloves for the job (for example, heavy -duty rubber gloves for concrete work, welding gloves for welding insulated gloves and sleeves for electrical hazards).

Scaffolding

(w) It is to be ensured that labourers employed on work on a high structure, where risk of accident exists, are secured to a strong point with a long rope acting as safety belt / life line. Where no suitable strong points exist, one may be specifically constructed / fabricated prior to commencement of work. The scaffold checklist is

placed at **Annexure-1** for the guidance of contractors. The contractor must submit a signed copy of the scaffold check list to the user department prior starting work on high structure.

- (x) Following is to be ensured while working on high structures.
 - (i) Scaffolding should be set on sound footing.
 - (ii) Damaged parts that affect the strength of the scaffold are taken out of service.
 - (iii) Scaffolds are not moved horizontally while workers are on them unless they are designed to be mobile and workers have been trained in the proper procedures.
 - (iv) Scaffolds are not erected or moved within 10 feet of power lines.
 - (v) Workers should not be permitted to work on scaffold in bad weather or high winds unless a competent person has determined that it is safe to do so.
 - (vi) Ladders, boxes, barrels, buckets or other make shift platforms are not to be used to raise work height.
 - (vii) Extra material is not to be allowed to build up on scaffold platforms.
 - (viii) Scaffold should not be loaded with more weight than they were designed to support.

Floor and Wall Openings

- (y) Floor openings (12 inches or more) are to be guarded by a secured cover, a guardrail or equivalent on all sides (except at entrances to stairways).
- (z) Toe boards are to be installed around the edges of permanent floor openings (Where persons may pass below the opening).

Elevated Surfaces

- (aa) Following is to be ensured while working on Elevated Surfaces.
 - (i) Signs are to be posted, when appropriate, showing the elevated surface load capacity.
 - (ii) Surfaces elevated more than 48 inches above the floor or ground should have standard guardrails.
 - (iii) All elevated surfaces (beneath which people or machinery could be exposed to falling objects) should have standard 4-inch toe boards.
 - (iv) A permanent means of entry and exit with handrails is to be provided to elevated storage and work surfaces.
 - (v) Material should be piled, stacked or racked in a way that prevents it from tipping, falling, collapsing, rolling or spreading.

Crane Safety

- (ab) Following is to be ensured during Crane Operation.
 - (i) Crane should be restricted from operating within 10 feet of any electrical power line.

- (ii) Rated load capacities, operating speed and instructions are to be posted and visible to the operator. Cranes should be equipped with a load chart.
- (iii) Only properly trained and qualified operators / riggers are to be allowed to work with hosting and rigging equipment. The area below crane boom to be barricaded when lifting is in progress and it shall be ensured that no person shall come under suspended load at any given time. When cranes are used in night, there shall be adequate illumination and the crane operator and rigger shall wear fluorescent and light reflective jackets.
- (iv) No crane shall be left unattended with hanging load. On completion of work, the boom / jib of the crane may be brought down and kept in horizontal condition. There should not be any hanging hooks, and hooks are to be secured before the crane leaves the premises of the work site.
- (v) No crane including hydraulic crane shall be allowed to move on road with suspended load.
- (vi) The contractor need to inspect the area where the crane is being positioned for the operation prior to deployment of crane. In case of load bearing strength of the ground/ soil is not sufficient, then the contractor has to use suitable aids for supporting the hydraulic jacks of crane for better stability and safe operation of the crane.

Safety During Welding Operations

- (ac) Welding cables / accessories used by the firms should be fully serviceable, complying with current regulations in force and adequately marked and properly laid out for ease of identification.
- (ad) The welder and assistants employed need to be briefed on the procedures of operation of gas cylinders daily to avoid any accident.
- (ae) Fire sentries employed should have undergone course on fire fighting prior to employment.
- (af) Provision of inspection tally with appropriate validity duration for welding operation.
- (ag) **Confined Spaces.** Personnel entering confined spaces are to be adequately briefed, equipped with protective clothing masks and be secured with life line with safety number available outside the confined space.
- (ah) **Lifting Appliances.** All lifting and hauling appliances like crane sling, chain pulleys, hoists etc being used should have in-date load test certificates certified by the competent authority (as per Factory Act and Rules made there under). All lifting equipment shall be exposed to "Pre-use check" before use every time. Pre-use check must include checking of all critical controls such as brake, limit switches, interlock, warning devices etc. Contractor shall maintain record of pre-use checks at site.
- (aj) Safety training by safety department needs to be conducted for all contractors prior to commencement of work. It shall be the responsibility of the contractor to liaise with user & safety department to avail the facility of training and have all its employees trained within 10 days of award of contract. The content of the training program would include the following: -

- (i) Safety Regulations of the Yard.

- (ii) Use of Personal Protective Equipment in general and any special Personal Protective Equipment specific for a particular job.
- (iii) Emergency preparedness plans including evacuation plan.
- (iv) Fire Orders of the Yard and emergency communication procedure.

(ak) The contractor is to nominate at least one qualified safety officer / supervisor for 50 workers and forward his contact details to the Safety department. Safety supervisor of the Contractor shall liaise with user & Safety department for compliance of safety norms and training of contract workers and take regular rounds of all work places to ensure safe working conditions. The duties and responsibilities of the Contractor Safety Officer/Supervisor shall include following:-

- (i) To assess the hazards associated with jobs in consultation with all concerned and establish safe working procedure including identification of the escape routes.
- (ii) To establish a written record of factors that can cause injuries and illnesses.
- (iii) To undertake routine/ surprise inspections of all work sites and identify unsafe conditions and practices, if any. Check for compliance of the safety practices being followed with approved Health-Safety and Environment Plan.
- (iv) To investigate promptly the incidents (including near-miss) in order to advise corrective and/or preventive action.
- (v) To maintain statistical information for use in analyzing all cases of incidents and events involving contract personnel.
- (vi) To provide the means for complying with the reporting requirements for occupational injuries and illnesses.
- (vii) To check whether the proposed working arrangements are safe and satisfactory, particularly at the interface between the contractors' planned work and Yards existing facilities.
- (viii) To communicate the contractor the imposed restrictions that may affect the work / personnel such as the temporary closure of a corridor or electrical isolation of equipment.
- (ix) To review and monitor the contractor's adherence to approved Health-Safety and Environment plan and all applicable environmental, health and safety requirements.
- (x) To ensure that Consultant, Contractor's Managers, Supervisors and workmen at all levels (who will plan, monitor, oversee and carry out the work) undergo Health, Safety and Environmental training in their respective responsibilities with respect to conducting work safely and with due regard for the protection of the environment.
- (xi) To identify areas of operations where specialized training is required to deal with potential dangers.
- (xii) To document and to bring to the attention of plan Supervisor and Contractor any non-compliance / violation of the safety norms against approved safety and health plan or safety and health requirements and also raise these issues in the Safety Committee Meetings.
- (xiii) To take part in Tool Box Meetings at random and to ensure maintenance of records.

(xiv) To attend weekly (or as called for) meeting with Manager (Safety) with their weekly safety performance and submit action plan/ status of recorded points of last meeting and discuss the safety, health and environment issues at work site of contractor.

(xv) To get assessed the health of equipment / appliances of contractor before they begin the job. Thorough assessment shall be done for all such equipment / appliances before first use and at regular interval to ensure that their health is okay and statutory requirements are complied.

(al) **Smoking and Carrying of Matches / Lighters.** Smoking is prohibited inside the Yard. Carrying of matches, lighter and any other source of ignition inside the Yard, unless authorized, is prohibited.

(am) Carrying, storing and consuming intoxicants by the workers, supervisors and contractors in the Yard is strictly prohibited. Entering the yard in an intoxicated state is a punishable offense.

(an) **Construction of Temporary Shed / Office Building.** No temporary shed/ office building/ store shall be made by contractor inside the Yard unless the approval has been obtained by the contractor from competent authority. Such permission shall be registered with the Chief Security and Fire Officer office. Also, such premises shall be considered as contractor's offices.

(ap) **Housekeeping.** The Contractor shall maintain a high level of housekeeping at all times. The work site and contractor's office within the Yard premises shall be kept clean and tidy so as not to create unsafe condition, health hazard or fire hazard. Cleaning of the work area at the end of the day and upon completion of work is a part of the job. Unnecessary materials, used appliances/material, rags etc. shall not be piled or stored on or around the site unless written approval is obtained from the area in-charge.

(aq) **Handling and Storing Hazardous Materials.**The Contractor shall ensure that the Material Safety Data Sheet (MSDS) is available with any hazardous material brought into Yard premises by the contractor. Inflammable liquids must be handled in safe cans approved by Yard and shall be stored in the locations allowed by Yard. All such containers or cans must be clearly labelled. Only trained and experienced personnel equipped with proper PPE shall handle such material.

(ar) **Work Permit System.** All works in Yard premises shall be covered under "Work Permit System" such as cold work, hot work, excavation, work at height, radiation, entry into confined space, electrical isolation, energisation etc.

(as) **Traffic Safety.**

(i) All vehicles (including cranes, forklift, hydra etc.) required to be brought inside the Yard by contractor are to have appropriate clearance from the Chief Security office.

(ii) No vehicle shall enter the hot work area or off-limit areas such as workshops and jetties etc without prior approval of the concerned department. All the vehicles entering the Yard must have valid license and must be in possession of valid RTO certificates.

(iii) All traffic instructions displayed in the Yard shall be followed by the driver of vehicle. Any deviation from set procedures shall be treated as Safety Violation.

(at) **Reporting of Accident/ Near miss / Fire / Explosion.**

- (i) Contractor shall report all cases of injury (including first aid) and Near miss incident to the user department and the Safety department immediately after the incident. During the course of investigation and analysis, the contractor shall make available their employees for interrogation.
- (ii) All incidents of fire / explosion shall be immediately informed to Fire Station Control through telephone or fire alarm point. The person at site will try to extinguish the fire using firefighting facility at site. All personnel while in Yard must follow the Fire Orders of the Yard. Telephone number of Fire Station Control room must be displayed at site.

(au) The management of Yard reserves its right to suspend the work in the event of the contractor not complying with the safety rules, instructions with regard to safety and health practices for which no claim of any kind will be entertained.

(av) **Qualification of Personnel.** The personnel employed must be qualified, medically fit and in sound condition for the work they are being employed and are to work under supervision of qualified personnel. Only trained/certified staff to be employed for specialised jobs such as high power electrical work, handling of cylinders, clearing of fuel tanks, welding works, use of hydraulic power equipment etc.

(aw) **First Aid.** The contractor is liable to provide immediate first aid / hospitalization in case of accident / sudden illness to personnel. Responsibility of any medical treatment due to injury to the worker during works in naval premises is sole responsibility of the contractor.

(ax) **COVID 19.** All standards SOPs as promulgated by MHA and by A&N Administration to be strictly followed

4. Monitoring of Contractor's Safety Performance. The safety performance of the contractor shall be monitored by the User department/Safety department persons from time to time. Any deviation from safety angle should be corrected immediately. In case of violation of safety system, fine/ punishment will be imposed on the contractor. Each completed works/project, by way of a contract, will be reviewed by the Yard not only for the quality of work, adherence to schedule, and cost but also for the effectiveness of the contractor's safety program. The overall assessment will be used for future contracts.

Infringement for Non-Compliance of Safety, Health & Environment Norms.

5. The contractor has to take full precautions to implement all provisions of Health, Safety & Environment requirement of the Yard. In case of non-compliance of Health, Safety & Environment and procedures, the following penalties shall be imposed on the Contractor by the Yard and shall be deducted from his running /final bill. The penalty can be recommended by main user department / area in-charge /inspector from safety department or any officer authorized by the management for the purpose and is to be reviewed and approved by Heads of Organization (HOO). The following penalties are in addition to the cost of recovery for damage if any:-

(a) Minor safety violation of applicable health, safety & environment related Rules, Regulations and Norms – Penalty of Rs. 1000/-

(b) Major safety violation of applicable health, safety & environment related Rules, Regulations and norms – Penalty of Rs. 3000/-

(c) If above violation result in any injury to personnel, the additional penalties will be as follows on per person basis:-

(i) Any physical injury, a penalty of Rs. 1,00,000/- per injury in addition to the above penalty for safety violation.

(ii) Fatal Accident, a penalty of Rs. 5,00,000/- per fatality in addition to the above penalty for safety violation.

6. These penalties do not absolve the contractor from any further disciplinary / civil action. In order to have effective compliance of the above provisions, contractor shall take an insurance policy with a view to cover themselves against the above penalties and the contractor shall submit a copy of the policy to main user and commercial department before taking possession / work commencement at site. The Yard reserves the right to impose Tender holiday / De-registration / Black listing in case of non-compliance of safety regulations by the firm.

Annexure-1

CHECKLIST FOR SCAFFOLDING

Unit	Location/ Equipment	Date Inspected	Type of Scaffold	Erected by
Item	Checkpoint	Condition	Comments	Action
Foundation	Firm and even			
Standards	Vertical			
	Staggered joints			
	Right spacing			
	Not damaged			
Ledgers	Level			
	Staggered joints			
	Not loose			
	Not damaged			
Transoms	Right spacing			
	Not loose			
	Right support			
Bracing Ties	None missing			
	Not loose			
Fittings	Right fitting			
	Not damaged			
	Check couplers			
Ladders	Proper angle			
	Right length			
	Properly secured			
	Separate landing			
	Right extension			
Guardrails	Right height			
	Right length			
	None missing			
Toe-boards	Available			
Others				
General				
Comments				
Signature Name &Designation	Contractor's Supervisor/Engineer		User Department	

Scaffold shall be rechecked at an interval not exceeding seven days or just after any modification and repair or alteration and also after any adverse weather condition. Above signatures must approve any change made to the scaffold after signing this check list.

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.**
 - (d) 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.**
 - (e) 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.
 - (f) **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.**
 - (g) 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.
 - (h) 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.
 - (j) 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.
 - (k) 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 of **Rate Contract for purchase of printer cartridges/toners at NSRY(PBR) with RFP/TE No. NSRY/COM/112 (E) 16 (d)/RC/CID-2531 dated 11 Nov 21** 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(E)16 (d)/RRC/CID-2531 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. _____

DETAILED SCOPE OF WORK

SI No	Name of the items	Qty
1	HP CC388A	90
2	Hp 72 130ml photo Black Ink Cartridge C9370A	10
3	Hp 72 130ml Matte Black Ink Cartridge C9403A	10
4	Hp 72 130ml Cyan Ink Cartridge C9371A	10
5	Hp 72 130ml Magenta Ink Cartridge	10
6	Hp 72 130ml Yellow Ink Cartridge C9372A	10
7	Hp 72 130ml Gray Ink Cartridge C9374A	10
8	Dot Matrix Ribbon	60
9	Samsung MLT-203s Toner	80
10	Samsung Tones for Multi Xpress Colour 6260 Printer Yellow	10
11	Samsung Tones for Multi Xpress Colour 6260 Printer Cyan	10
12	Samsung Tones for Multi Xpress Colour 6260 Printer Magenta	10
13	Samsung Tones for Multi Xpress Colour 6260 Printer Black	10
14	Samsung 2071 printer toner M1-111L	3
15	HP 950 Black	2
16	HP 950 Cyan	2
17	HP 950 Magenta	2
18	HP 950 Yellow	2
19	HP 730B (3ED43A)	4
20	HP 730B (3ED44A)	4
21	HP 730B (3ED45A)	4
22	HP 730 (P2V63A)	4
23	HP 730 (P2V64A)	4
24	HP 730 (P2V62A)	4
25	Epson 003 (Black)	50
26	Epson 664 Black	10
27	Epson 664 Magenta	10
28	Epson 664 Cyan	10
29	Epson 664 Yellow	10
30	HP 680 Black	40
31	HP 680 Colour	20
32	Fax Roll	20
33	HP 93A	4
34	HP 305A	2
35	MLT-1043S/XIP	2
36	CE278A	4

