

Reply should be addressed to
The Commodore Superintendent

Naval Ship Repair Yard
Port Blair
20 Jul 2020

INVITATION OF BIDS THROUGH E-PROCUREMENT FOR REPAIR OF YOKOHAMA FENDERS OF COY (PBR)

REQUEST FOR PROPOSAL (RFP) NO.NSRY/COM/112 (C) 2 (b)/CID-1883

Online Bids are invited through e-procurement mode for repair of Yokohama Fenders of COY 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 -

(a)	Description	Detail
(b)	Request For Proposal(RFP) / Tender Enquiry (TE) Reference No.	<u>NSRY/COM/112 (C) 2 (b)/CID-1883</u> Dated 20 Jul 2020
(c)	Bids/queries to be addressed to	The Commodore Superintendent
(d)	All bids are to be submitted online at	CPP PORTAL
(e)	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
(f)	Name/designation of the contact personnel	Manager (Commercial)
(g)	Telephone numbers of the contact personnel	9531839092
(h)	E-mail ids of contact personnel	smcom.nsrpb@gov.in
(i)	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 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 10 Aug 2020** 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 11 Aug 2020** (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, Jul 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 27 July 2020 at PNC Chamber, NSRY (PBR).**
5. **Bid System:**
 - (a) **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.
7. **Critical Data Sheet & Manner of depositing the Bids.** Firms fulfilling the conditions and capable to undertake required services Jul 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	20 July 20	1800 Hrs.
(b)	Bid Document Download from CPP Portal	20 July 20	1800 Hrs.
(c)	Clarification Start Date	20 July 20	1800 Hrs.
(d)	Clarification End Date	27 July 20	1700 Hrs.
(e)	Pre-Bid Meeting Date at PNC Chamber, NSRY (PBR)	27 July 20	1100 Hrs.
(f)	Bid Submission Start Date on CPP Portal	27 July 20	1800 Hrs.
(g)	Bid Submission End Date on CPP Portal	10 Aug 20	0900 Hrs.
(h)	Opening of Tender Box for physical verification of documents/ Bid supporting documents	11 Aug 20	0830 Hrs.
(i)	Online Bids Opening Date on CPP Portal	11 Aug 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: - 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 Jul 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 Jul 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 Julbe 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 Jul, 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 Jul 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: 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 Jul be delisted for the given range of items as mentioned in this RFP.

14. Validity of Bids: The Bids should remain valid for **180 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 ₹ **33,500 /- (Rupees Thirty Three Thousand Five Hundred 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.**

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:** Repair of Yokohama Fenders of COY (PBR)

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

2. **Technical details:**

(a) General Terms & QC/QA Terms & Conditions /QA QC Terms - Annexure II

3. **Work Completion Period:** Work period for Repair of Yokohama Fenders of COY (PBR) would be **20 (Twenty) days** 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.

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) and submit the same along with the bill to NSRY (PBR).

5. **Delivery and Transportation:** Delivery of item & Services will be at buyer specified location. Inspection will be carried out post-delivery of item is satisfactory state. Address of location for delivery is as follows: -

The Commodore superintendent
for Manager (Outfitting)
Post Box No.705
Haddo Port Balir-744106

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 there of 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 : 03192-232692

(c) Telephone : **03192-248333**

10. **Consignee Details**

The Commodore superintendent
for Manager (outfitting)
Post Box No.705
Haddo Port Balir-744106
9476025539

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 will 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, shall 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, 1988 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 Jul, at his discretion, withhold any payment until the completion of the contract. The BUYER Jul 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 45 days) 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 (45 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 Jul be delivered personally or Jul 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 Jul result in ignoring of such offers summarily.

(iv) If a Bidder is exempted from payment of any duty / tax up to 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 has. 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 **60 days** of expiry of delivery period.

(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. However, in case of services, GST will be payable on actual at the time of submission of billon 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 JUL 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 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 Jul lead to blacklisting/Tender holiday (not more than 01 year) to the firm.
2. **Payment Terms:** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant Repayment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). Payment terms are as follows: **-100% payment on completion of job as per scope of work and successful completion of harbor trails and cleared by Yard QC and submission of document as per 4 below.**
3. **Advance Payments:** No advance payment(s) will be made.
4. **Paying Authority:** The paying authority is **JCDA (Port Blair)** and the payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:
 - (i) An ink-singed copy of the contingent bill/seller's bill duly attested by the competent unit authorities.
 - (ii) An ink-signed copy of commercial invoice in original.
 - (iii) A copy of the supply order with UO. NO and date of IFA's concurrence, where required under delegation of financial powers.
 - (iv) CRVs/Inspection note.
 - (v) Relevant documents/proof of payment in support of the claim for statutory and other levies, such as excise duty/GST/Customs duty clearance certificate, octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc., as applicable
 - (vi) Exemption certificate for excise duty/customs duty, if applicable.
 - (vii) Bank guarantee for advance, if any.
Copy of Guarantee/Warranty certificate, if any
 - (viii) Copy Performance Bank Guarantee/indemnity bond, where applicable.
 - (ix) (a) DP extension letter with CFA's sanction, UO NO and date of IFA's concurrence, where required. Indicating whether extension is with or without LD.
(b) Willingness of vendor/supplier for extension of contract/ work
(c) Revised/amendment of supply order/Work order for extended DP cases wherever applicable.
 - (x) Details for electronic payment as per mandate form given in Form DPM-11 (along with a copy of cancelled cheque)
 - (xi) User acceptance certificate.
 - (xii) Any other relevant document/certificate that Jul be provided for in the supply order/contract.
 - (xiii) Certificate for fall clause.

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

5. **Fall Clause. 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 Jul 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 Dep't, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case Jul 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 of 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 Jul 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

6. **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 Jul be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER.

7. **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 using.

(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.

8. **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, Jul carry out technical upgradation/alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenisation 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.

9. **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.

10. **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.

11. Guarantee/ Warranty.

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

(b) The CONTRACTOR shall give 06 Months guarantee for workmanship for the items repaired and - guarantee for spares utilised for repair under the contract from Contract Completion Date or Work Completion Date against Work Orders issued under this contract. The guarantee clause will also be applicable 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.

12. 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.”

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 Jul 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.

Note: -

Determination of L-1 will be done based on total of basic prices (not including levies, taxes and duties levied by Central/State/ Local government such as excise duty, GST, Service Tax, Octroi/entry tax, etc. on final product) of all items/requirements as mentioned above.

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

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) 2 (b)/CID-1883 dated 20 Jul 2020** 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. _____

GENERAL TERMS

Issue of Material

1. To obtain the material supplied by the yard, Vendor has to fill an issue request and submit it to the Hull Store in-charge. The firm at the completion of the work has to give a material utilisation status. It should state the total material issued, total material utilised, material generated as wastage, the unused material and what has been done with the unused material. Additionally, a complete account of the old material that has been removed/ replaced from the Fender is also to be provided for material accountability. The material utilisation status has to be duly signed by the QC team of the yard, and the firm is to ensure the same.
2. The vendor is responsible for carrying all the material that he needs for Fender repairs to the work place. No conveyance will be provided by Yard. The charges for the same are to be quoted within the cost of services. In case vendor hires any mode of transportation then he has to take proper clearances from the Chief Security Officer of the yard or any other officer nominated for the purpose.
3. **Area Cleaning** During monsoons, water gets accumulated at the location where the Fender is being repaired. Cleaning of such area prior to recommencement of the job will be the liability of the vendor.
4. All Firms desirous of taking part in the competitive bidding are to send their respective reps to CoY/NSRY(PBR) to assess the work and work involved and detailed scope thereof prior to submission of quote.
5. The entire quantity indicated in the contract may or may not be consumed. It will depend on the survey carried out by the Yard reps. Firm is to carry out work only on those as indicated by the Yard's designated rep.
6. Delay in completion of work would have cascading effect on the overall Ships schedule, the vendor is to endeavor to complete all work within the stipulated timeline. To achieve this, the firm at times would require augmentation of manpower and working round the clock including Sundays and holidays.
7. To maintain perfect material usage record / material reconciliation report along with left over materials to be submitted after completion of assignment to fabrication department.
8. The contractor has to arrange collection of required materials from Yard stores / Hull Dept. as per the material list for the scheduled works proposed to be carried out under the guidance/supervision of fabrication department.
9. All works described above are to be shown to Yard's rep, on a day-to-day basis. All transportation is to be borne by the vendor including boat.
10. **Inspection**: Yard reserves the right to inspect the job while in progress during execution of the contract by the representatives of Shipyard/Class/Owners. Contractors shall provide required facilities for such inspection. Testing shall be done in presence of the concerned yard Dept's/Q.C./Owners.
11. In case of test failure/remarks of Surveyors/Owners, the same to be rectified and re-offered for Survey without any extra cost.

12. **Safety Aspects**

Safety aspects are covered under the following heads: -

- (a) Safety norms
- (b) Safety of personnel
- (c) Safety of ship

Safety Norms

13. The following safety norms will govern the works on board FDN: -

- (a) The Factories Act (1948)
- (b) The Environment Protection Act with rules 1986
- (c) The Hazardous waste management rules – 1989
- (d) The noise pollution (Regulation & Control) rules – 2002
- (e) Workmen compensation Act (1923), Rules (1924)
- (f) The Public Liability Act (1923), Rules (1924)

Safety of Personnel

14. Firm should designate a person who would be responsible for safety Personal protection gear is to be necessarily used by workers employed in underwater hull works. This include Welding shield, Gas cutting goggles, Overalls, Hand gloves, harnesses if working in heights, Safety shoes, Industrial safety helmets for all barring welders when actually employed, Safety goggles for platers and labourers when fitting / cutting, and all other safety precautions as required to protect any harm to personnel.

Safety of Ship

15. The Vendor has to ensure the following: -

- (a) Before securing from the job location, it has to be ensured that no hot spot is left over and the area is safe, even if unattended.

Area Cleanship Liability

16. Area cleaning involves the following: -

- (a) The vendor is liable for the cleanship of the area where he has worked. It means that all the scrap generated by the Firm during the work, including dust and dirt is to be cleaned by the vendor, and moved to the scrap yard.
- (b) This cleanship is to be done on a daily basis.
- (c) The work area may be Yard, FDN, Naval Jetty or any other location inside the Naval Premises.
- (d) Firm has to quote for daily cleanship charges accordingly within the cost of services.

17. **Action Plan**The following methodology is to be adopted by the vendor once the work order is placed: -

- (a) **Mobilisation of manpower**The Vendor has to make his manpower available within three days of placement of the Work Order.

(e) The daily report is to be submitted by 1730 hrs every day. In case of holidays it can be submitted by 0930 hrs on the following working day. All such reports are to be submitted on A4 or larger sheet of paper duly printed using computer printer. Hand written reports/ dot matrix printouts will not be accepted.

(f) The weekly report is to be submitted by 0930 hrs on every Wednesday starting from the first Wednesday, from the date of commencement of the work. In case of holidays it can be submitted by 0930 hrs on the following working day. All such reports are to be submitted on A4 or larger sheet of paper duly printed using computer printer. Hand written reports/ dot matrix prints will not be accepted.

18. **Disposal of Scrap to Scrap Yard.** Metallic & non-metallic scrap from ship repair activities is collected at a place and the contractor has to make responsibility to weigh to the scrap before disposing at the scrap yard. The transportation of scrap has to be undertaken on the same day. Payment of the scrap to contractor will be done at quarterly basis as per the number of days of work.

QC/QA TERMS AND TECHNICAL SPECIFICATIONS

1. Scope of Material supply

The following is to be supplied by the vendor:-

- (a) All consumables and equipments required for carrying out the jobs as per scope of work will be borne by the Vendor.
- (b) All material used by Vendor are to conform to ISI standards/Equivalent. Spurious/fake/duplicate item bearing packing of OEM is not to be used or bought inside the yard.
- (c) Yard reserves the right to carry out surprise checks at the Contractors' Work area and monitor the quality of products being used insitu.

Quality Assurance & Quality Control

2. In order to assure the quality of repair/refit and exercise effective control, the work executed by the CONTRACTOR shall be in accordance with Yard inspection schedule as applicable followed by preliminary, stage and final inspection.

3. The CONTRACTOR shall submit a Quality Assurance (QA) Plan as applicable to the Scope of Work for approval of the CUSTOMER. The approved QA plan will form the basis for inspection and acceptance of work executed by the CONTRACTOR under this contract.

4. Any non-conformity discovered by user Representative, in 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.

5. During the repairs of the Fender, until the delivery thereof, the ship (user) representatives shall be given free and ready access to the place where related work is being performed, or materials are being processed or stored, including the yards, workshops, stores and offices of the CONTRACTOR and premises of contractors who are doing work or storing materials, in connection with the underwater works. Notwithstanding any provision in this Article or any other Article in this Contract, the responsibility for the repairs / refit as per the scope of work of underwater works shall rest with the Contractor.

6. Yard QA/QC Standards & QIP Procedure In addition to the guidelines of the inspector nominated by the Yard, the Vendor has to comply to the guidelines and directives issued by the QC Team of the Yard from time to time. The vendor has to offer his area of work to the QC team as per the norms and get the work cleared as per the steps mentioned.

7. Warranty & Warranty Bond

Guarantee The CONTRACTOR warrants that the repairs carried out under this Contract conform to specifications vide SOR. The CONTRACTOR shall give **twelvemonths guarantee** for workmanship and material defects for items repaired/renewed from the contract from the Contract Completion Date. The guarantee clause will also be applicable to the items repaired by the OEMs / Contractor of shipyard. Any defects noticed during this guarantee period due to defective / poor workmanship or sub-standard are to be made good at no extra cost to state.

Quality of Workmanship

8. All the patch works done on the rubber fender should be done efficiently and checked properly before submitting the work completion report.

9. Proper care is to be taken while painting the ferrous fittings of the Yokohama Fender in order to avoid spilling of paint or uneven application of the paint.
10. The total workmanship shall be to the utmost satisfaction of NSRY (PBR) & USER. All remarks / recommendations made during inspection / survey by owners, surveyors and statutory authorities are to be carried out free of cost.
11. All the repairs and tests carried out for the servicing of fender will be in accordance with the terms and conditions given in ISO 17358:2002.
12. The firms are to comply with the latest edition for the below listed International Standard.
- ISO 34-1:1994, Rubber, vulcanized or thermoplastic – Determination of tear strength – Part 1: Trouser, angle and crescent test pieces
 - ISO 37:1994, Rubber, vulcanized or thermoplastic – Determination of tensile stress – strain properties
 - ISO 188:1998, Rubber, vulcanized or thermoplastic – Accelerated ageing and heat resistance tests
 - ISO 815:1991, Rubber, vulcanized or thermoplastic – Determination of Compression set at ambient, elevated or low temperatures
 - ISO 1382:1996, Rubber – Vocabulary
 - ISO 1431:1989, Rubber, vulcanized or thermoplastic – Resistance to ozone cracking – Part 1: Static Strain test.
 - ISO 7619:1997, Rubber – Determination of indentation hardness by means of pocket hardness meters
 - ISO 12236:1996, Geo textile-related products – Static puncture test (CBR test)
13. The fender once repaired must comply to the following test:-
- Durability test.** Done to verify if the fender can sustain the berthing load. The test shall comprise at least 3000 repetitive cycles of parallel compression from the original diameter to the maximum deflection. After 3000 repetitive cycles, there shall be no cracks and other harmful defects on any part of the fender. No reduction of guaranteed energy absorption (GEA) shall be accepted.
 - Compression –recovery test.** Fenders are compressed and released repeatedly over a very short period of time. Therefore, a compression recovery test shall be performed to confirm that the fenders have sufficient compression recoverability. After compression of the fender to the guaranteed energy-absorption deflection, the fender shall be kept in this compressed state for 1 min, then shall be released instantaneously. The fender diameter shall recover more than 97% of its original diameter within 5 min after the load to the fender is released.
 - Puncture –resistance test.** The test shall be conducted in accordance with the static puncture test (CBR) in ISO 12236. The force applied to break through the specimen shall be larger than 15 KN.
14. **Material of the rubber.** The material of inner and outer rubber should be in accordance with the table given below (Table 1):-

<u>Test Item</u>	<u>Test Method</u>	<u>Required Value</u>	
		<u>Outer rubber</u>	<u>Inner rubber</u>
Before ageing	-	-	-
Tensile Strength	ISO 37:1994	18 MPa or more	10 MPa or more
Elongation	ISO 37:1994	400% or more	400% or more

Hardness	ISO 7619:1997	60± 10 (Durometer hardness Type A)	50± 10 (Durometer hardness Type A)
After ageing	ISO 188:1998	Air oven ageing, 70 ⁰ + 1 ⁰ c, 96 h	Air oven ageing, 70 ⁰ + 1 ⁰ c, 96h
Tensile Strength	ISO 37:1994	Not less than 80% of the original property	Not less than 80% of the original property
Elongation	ISO 37:1994	Not less than 80% of the original property	Not less than 80% of the original property
Hardness	ISO 37:1994	Not to exceed the original property by more than 8	Not to exceed the original property by more than 8
Tear	ISO 34-1:1994	400 N/cm or more	No requirement
Compression Test	ISO 815:1991	30 % (70 ⁰ +1 ⁰ C for 22h) or less	No requirement
Static Ozone ageing test	ISO 1431-1:1989	No cracks after elongation by 20% and exposure to 50 pphm at 40 ⁰ c for 96 h	No requirement

Table 1: Outer and inner rubber material requirements

15. **Air leakage test.** The air-leakage test shall be conducted on all fenders at initial pressure for more than 30 min, and the test results shall confirm that there is no leakage

16. **Hydro pressure test.** The hydrostatic-pressure test shall be performed for 10 min at hydrostatic pressure shown as test pressure in the Table 2.

Nominal Size Diameter x length Mm	Internal Pressure		Minimum endurable Pressure		Safety-valve pressure setting kPa	Test pressure at 0% deflection kPa
	At 0% deflection kPa	At 60% deflection kPa	At 0% deflection kPa	At 60% deflection kPa		
2500 x 5000	50	148	350	518	175	250

Table 2: Pneumatic fender pressure requirements

17. Post fitment of the job, system trials would be conducted by the Ship's staff. Defects such as leaks on the worked portion, if any, will be made good by the firm without any additional cost.

18. Fasteners that are used shall confirm to the following and the firm is to provide certificate from NABL accredited lab for the under mentioned items:-

- (a) UNC Threaded MS bolt, BS 2708 only are to be used for fuel/ oil line. (Vendor Supply)
- (b) UNC Threaded GI bolt, BS 1769 only is to be used for Ballast lines. (Vendor Supply)
- (c) Zinc plated nuts and bolts of BS 1768 standard are to be used where greater strength is required. The length & diameter of the fasteners used shall suit to the technical and aesthetic aspects. (Vendor Supply)

19. Pressure test of the Fender will be witnessed by Yard representative in the presence of Ships staff.

20. **Cleaning** Cleaning' means jewellery and system accessories are to be cleaned using wire brush and are to be made free of dirt, dust and rust. It also involves flame burning if required for the removal of dirt etc.

21. **Working Space** The Yokohama Fenders can be worked either at the contractor's works area or at firm's workshop. Outside the Yard premises. All jobs being taken out of Yard's premises, gate pass is to be prepared that is signed by Yard's rep, Manager and ACHSO.

22. For any of the critical stress concentration areas are involved Yard's guidance is to be obtained prior to commencing the work.

23. **QUALITY OF WORK**

(a) The actual quantification of the work estimated will be provided by the yard before the commencement of the job.

(b) The firm should be able to repair a minimum of 02 Fenders per week.

24. The firm should obtain stage wise approval of Outfitting QC team prior commencement of next stage of work. Works undertaken without approval of Outfitting QC team will be considered as incomplete and the same area is to be reworked as per Outfitting QC requirements at no extra costs. The various stages of QC inspection are given below (Table 3).

<u>Ser</u>	<u>Stage of Inspection</u>	<u>Time of inspection</u>	<u>Inspection procedure</u>
(a)	Stage 1	Inspection of Fender	Visual survey prior cleaning of Fender
(b)	Stage 2	Inspection of Fender post removal of jewellery and thorough cleaning.	Condition of jewellery and rubber fender will be accessed.
(c)	Stage 3	Identification of leaks	Soap test will be conducted to identify the leaks
(d)	Stage 4	Testing of fender post DR	All the leakages and defects will be tested through soap water test and pressure testing of the fender upto 0.5 Bar pressure.
(e)	Stage 5	Inspection of material/ jewellery prior fittment	All material should be as per the specified standards
(f)	Stage 6	Prior to commencement of painting	Surface preparation of the jewellery to ST 3 standards
(g)	Stage 7	Final inspection post completion of the job.	Job will be accepted post successful trials

Table 3: Stages of Inspection for Quality check approval

25. The firm has to work according to the schedules/planning of the yard.

26. The firm is to undertake the clamping wherever required for fitment of battons. The welding for clamp fitment should be as per yard standards and should be offered to weld QC team prior commencement of further works

27. It is the responsibility of the contractor to store materials and transport materials to the yard/ work place as per the requirements for application procedures.
28. Written reasoning should be given by the firm if the work is not completed in due time. Any other type of communication will not be accepted.
29. The safety and security of the personnel employed shall be Contractor's liability. The Contractor is required to cover his employees as per statutory requirements of insurance etc. The compensation under Industrial Compensation Act 1956, if any, shall be liability of Contractor.
30. On completion of work, the contractor must ensure that the place is left in a reasonably clean state and all scrap/Rubble/Debris/refuse is transferred to nearby scrap/Garbage/ refuse bins.
31. NSRY (PBR) being a Defence Organization, Contractor should undertake that their personnel deployed in connection with the entrusted work will not indulge in any activities other than the duties assigned to them.
32. The Contractor shall observe all applicable Rules and Regulations stipulated under Factories Act applicable to contract labour.
33. All property (such as materials, drawings, documents etc) issued by the NSRY (PBR) or any other individual or firm on behalf of the NSRY (PBR) in connection with the contract shall remain confidential, being the property of the NSRY (PBR) and the Contractor shall undertake to return all such property so issued and will be responsible for any or all loss thereof and damage thereto resulting from whatever causes and shall reimburse the purchaser the full amount of loss and damage.
34. The contractor will be responsible for any damage caused by their workers to the yard properties. The contractor will provide suitable compensation to the yard or replace the damaged article with the previously.
35. **SECURITY**: The Contractor's personnel shall be subject to security rules and guidelines of the yard and will have to take security clearance from Chief Security Officer of the yard.
36. **SAFETY**The Contractor must observe all safety precautions in connection with the work to be performed by him, his agents or labourers. In the event of any accident happening in our yard resulting in loss of lives or otherwise damaging any part of the property, the contractor shall be required to make good the loss to the NSRY (PBR) and shall be responsible for all consequences that follow from the loss and / or injuries to the persons involved in such accidents. The standard of safety to be observed in the NSRY (PBR) shall be decided by the Officer-in-Charge Safety, or any officer appointed for the purpose before the commencement of work in the yard. It will be essential for contractor to ascertain the standard precautions which contractor is required to observe in discharging his work as per the standards prevalent in NSRY (PBR). The decision of NSRY (PBR) in matters concerning Safety shall be final and binding on the contractor. The Contractor shall be required to provide his workmen with Boiler Suits of any suitable colour other than blue or white, with the Name of the Contractor in prominent letters on the boiler suits along with personal protection gears like safety shoes, hand gloves, working helmets etc. workmen of the Contractor must wear throughout their working while in the premises of NSRY (PBR). Contractor's workmen working without safety gears are likely to be disallowed for work.
37. The details of the subcontractor, if any, for undertaking the works as per scope of work is to be intimated to the yard during conclusion of contract.
38. Electricity, Water and other amenities will be borne by Yard when the vendor works on IN jetty and in FDN. However, inside the contractors shed area, provided inside the yard, vendor has to pay as per electricity meters as and when fitted.

39. All degutting and re-gutting, unless and until specified by the yard, will be undertaken by the vendor only. Re-gutting of all items should be neat, clean and with good workmanship giving good aesthetic appearances.

40. All the material mentioned in RFP as 'Yard Supply' will be provided by the yard. All other material, mentioned or not, required for completing package related works, are to be provisioned by the vendor.

41. All degutting/regutting of misc fittings is to be undertaken by the vendor only in the cost of package itself.

All works being undertaken as per this package are of QC Level 1 and 2 (L1 & L2). It is the liability of the vendor to get his area of responsibility checked by yard QC and obtain 'SATISFACTORY/SAT' remarks. No bill will be cleared without QC clearances.