

Reply should be addressed to
The Commodore Superintendent

Naval Ship Repair Yard
Port Blair
11 Jun 19

INVITATION OF BIDS THROUGH E-PROCUREMENT FOR CONCLUDING REPAIR RATE CONTRACT OF SURFACE PREPARATION AND PAINTING WORKS OF UNDERWATER HULL, INTERNAL TANKS SUPERSTRUCTURE ETC. OF IN SHIPS, YARD CRAFT AND FDN.

REQUEST FOR PROPOSAL (RFP) NO. NSRY/COM/112 (C) 2 (b)/ CID- 1274

Online Bids are invited through e-procurement mode for concluding repair rate contract of surface preparation and \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-1274</u> Dated 11 Jun 19
(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 Contract with the successful Bidder.
(d)	Part IV	Contains Special Conditions applicable to this RFP and which will also form part of the contract 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.

(Aju P 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, the bidder should also deposit hard copy of the bids to the unit within the promulgated 'Last date and time for depositing the bids' to facilitate internal processing of the case for sanction. The responsibility to ensure this lies with the Bidder.

1. **Last date and time for depositing Bids:** The bids are to be submitted online on www.e.procure.gov.in by **0900 hrs 02 Jul 19**. 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 03 Jul 19** (.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 by an appointed Committee 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 your representative.

4. **Time and date for PRE BID MEETING:** **1100 hrs on 19 Jun 19 at PNC Chamber, NSRY (PBR).**

5. **Bid System:** Two-Bid

(a) ~~**Single Bid System:** In case of the Single bid system, Commercial Bids will be opened on the time and date mentioned above.~~

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

6. **Location of the Tender Box.** Tender Box marked as **"TENDER BOX "**at NSRY Main Gate, in front of Chief Security Office Reception. Only those Bids that are found in the tender box will be opened.

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 your offer invalid. Detailed instructions as follows:-

(a) **Critical Data Sheet:**

S.No	Description	Date	Time
(a)	Tender Publishing Date on CPP Portal	11 Jun 19	1800 Hrs
(b)	Bid Document Download from CPP Portal	11 Jun 19	1800 Hrs
(c)	Clarification Start Date	11 Jun 19	1800 Hrs
(d)	Clarification End Date	19 Jun 19	1700 Hrs
(e)	Pre-Bid Meeting Date at PNC Chamber, NSRY (PBR)	19 Jun 19	1100Hrs
(f)	Bid Submission Start Date on CPP Portal	19 Jun 19	1800 Hrs
(g)	Bid Submission End Date on CPP Portal	02 Jul 19	0900 Hrs
(h)	Opening of Tender Box for physical verification of documents/ Bid supporting documents	03 Jul 19	0830 Hrs
(i)	Online Bids Opening Date on CPP Portal	03 Jul19	0900 Hrs

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

(i) **Content 1 (Description:- Scanned copy of EMD)**. Scanned copy of EMD (wherever applicable) is to be uploaded in .PDF format in this cover. In case the firm is exempted from paying EMD, Proof of exemption of EMD as per Para 15 of Part I of RFP is to be uploaded in .PDF format in this cover in lieu of EMD.

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

(iii) **Content 3 (Description:-Compliance Matrix)**. Duly filled, signed & stamped Compliance Matrix of both Technical Parameters and Commercial aspects at **Annexure II** to RFP/TE be scanned into .PDF document and to be uploaded in this cover.

(v) **Content 4 (Description:- Price Bid)**. Bill of Quantity (BOQ) named as 'Price Bid Format' available in .xls format be downloaded from www.eprocure.gov.in Same is to be duly filled (post enabling of macros), validated by pressing BoQ validation button available in the sheet and post successful validation to be uploaded in .xls format only.

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

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 (or) the firm can also seek clarifications on www.eprocure.gov.in. Clarification by the purchaser will be uploaded on www.eprocure.gov.in.

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

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

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

- (a) The Bids received after tender closing date and time.
- (b) Bids not conforming to RFP terms and condition and technical specifications.
- (c) Bidders not agreeing to furnish EMD/Security Deposit.
- (d) Part receipt of bids i.e. complete bids in two parts viz. Q Bids and EMD.

- (e) Bid submitted with illegible hand writing/overwriting/ scoring.
- (f) 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.
- (g) 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 **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 **₹ 21,13,000 (Rupees Twenty One Lakhs Thirteen Thousand Only)** as a part of bids in the form of a bank guarantee FD/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 (g)**, 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 any Department of MoD or MoD itself. 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 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.

16. Submission of Quotes. Firms are requested to submit quotes on comprehensive basis with requisite technical, financial and statutory specification on scope of work during the contract whilst meeting specified parameters on original letter pad with TIN/PAN/GST/Registration number of firm.

17. Contact Person. Telephone/Cell/FAX numbers are to be clearly endorsed in the application along with the particulars of the Proprietor and Authorised Person to be contacted for official correspondence.

PART II
ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

Items / Services Required: REPAIR RATE CONTRACT OF SURFACE PREPARATION FOR SURFACE PREPARATION AND PAINTING WORKS OF UNDERWATER HULL, INTERNAL TANKS SUPERSTRUCTURE ETC. OF IN SHIPS, YARD CRAFT AND FDN.

1. Technical Details / Scope of Work / Schedule of Requirement (SOR).

List of Items /Services required is **placed at Annexure III / 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. Work Completion Period: Work completion period for **Repair Rate Contract of surface preparation and painting works of underwater hull, internal tanks superstructure etc. of IN Ships, Yard craft and FDN would be One year extendable to two more years based on firm's performance and mutual agreement from the effective date of contract.** Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

3. Place of undertaking Repairs. Work to be undertaken inside NSRY (PBR) premises and onboard IN ships as far as possible. In the event of item is required to be shifted / carried to other places/ workshop/ repair venue, prior intimation and permission of the unit /NSRY(PBR) is to be taken. **Failure to agree to this clause can lead to rejection of bids.**

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

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

6. 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.

7. 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.

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

(a)	Address	:	The Commodore Superintendent [for Manager (Commercial)] PO Box No.-705 Naval Ship Repair Yard, Port Blair-744 102
(b)	Fax No	:	03192-232692
(c)	Telephone	:	9531839092

9. Consignee Details

(a)	Address	:	The Commodore Superintendent [Officer –in-Charges (FDN-1)] PO Box No.-705 Naval Ship Repair Yard, Port Blair-744 102
(b)	Fax No	:	03192-232692
(c)	Telephone	:	03192-242304

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. **Operation of Contract.** The powers and functions of the customer under this Contract shall be exercised by The Commodore Superintendent. **In addition to NSRY(PBR) the contract may also be operated on the same terms and conditions by other Naval units / Ships / Organizations / Establishments and other Services / Departments / Organizations /Units / Establishments under the Ministry of Defence, subject to there being no downward trend in prices.**
2. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
3. **Effective Date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
4. **Arbitration.** 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).
5. **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 customer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the contractor or any one employed by him or acting on his behalf (whether with or without the knowledge of the contractor) or the commission of any offers by the contractor or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the customer to cancel the contract and all or any other contracts with the contractor and recover from the contractor the amount of any loss arising from such cancellation. A decision of the customer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the contractor. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the contractor towards any officer/employee of the customer or to any other person in a position to influence any officer/employee of the customer for showing any favour in relation to this or any other contract, shall render the contractor to such liability/ penalty as the customer 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.
6. **Agents / Agency Commission.** The Seller confirms and declares to the NSRY(PBR) that the contractor is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the contractor; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or Recommendation. The contractor agrees that if it is established at any time to the satisfaction of the NSRY(PBR) that the present declaration is in any way incorrect or if at a later stage it is discovered by the NSRY(PBR) that the contractor has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the contractor will be liable to refund that amount to the NSRY (PBR). The contractor will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The NSRY (PBR) will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the contractor who shall in such an event be liable to refund all payments made by the NSRY (PBR) in terms of the Contract along with interest at the rate of 2% per

annum above LIBOR rate. The NSRY (PBR) will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

7. Access to Books of Accounts. In case it is found to the satisfaction of the NSRY (PBR) that the contractor has engaged an agent or paid commission or influenced any person to obtain the contract as described in clauses relating to agents/agency commission and penalty for use of undue influence, the contractor, on a specific request of the NSRY (PBR), shall provide necessary information/ inspection of the relevant financial documents/information.

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

9. Liquidated Damages. In the event of the contractor's failure to complete the specified job within stipulated time frame, submit the Bonds, Guarantees and Documents, supply the services/stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the NSRY (PBR) may, at his discretion, withhold any payment until the completion of the contract. The NSRY (PBR) may also deduct from the contractor 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/services. In case of further delay in supply beyond 20 weeks the contracting agency reserves the right to take unilateral action for cancellation of contract and for risk purchase at the cost of the contractor.

10. 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 (____ months) after the scheduled date of delivery.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The delivery of material is delayed due to causes of Force Majeure by more than (____ months) provided Force Majeure clause is included in contract.
- (d) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration Tribunal
- (f) The Seller is declared bankrupt or becomes insolvent.
- (g) If ownership of the company becomes a disputed issue and the matter is taken to the court of law.
- (h) If the contractor fails to perform the assigned job for 3 times, even after extension of the agreed time frame or does a poor/ sub standard job repeatedly.
- (i) If the firm is under any legal or other disputes.
- (j) The contractor insists on a change in the contracted price.
- (k) The contractor's employees or contract labour engages in any illegal or unlawful activity while engaged in the performance of this contract.
- (l) In case of suboptimal performance by the contractor, the customer shall issue a show cause notice to the contractor. In the event of continued inaction by the contractor despite reminders, the customer has the right to terminate the contract immediately.
- (m) In case of short closure, the notice will be sent to the contractor and if the contractor fails to respond within 15 days of the acknowledgement, a second notice would be sent. Further if the contractor fails to respond within 15 days of the second acknowledgement it will be counted as acceptance of the short closure and the contract would be short closed.

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

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

12. Transfer and Sub-letting.

(a) The contractor has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present contract or any part thereof, without prior intimation and written consent of NSRY (PBR).

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

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

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

13. 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.

14. 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.

15. 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.

(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 I.**

(iii) Unless otherwise specifically agreed to in terms of the Contract, the Buyer shall not be liable for any claim on account of fresh impositions and / or increase of GST on raw materials and / or components used directly in the manufacture of the contracted stores taking place during pendency of the Contract

PART IV
SPECIAL CONDITIONS OF RFP/ TENDER ENQUIRY

The Bidder is required to give confirmation of their acceptance of the Special Conditions of the Tender Enquiry mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the NSRY(PBR). FAILURE TO DO SO 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 10% of the contract value within 30 days of receipt of the confirmed order. Performance Security should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).

2. Payment Terms for Indigenous Sellers: It will be mandatory for the Bidders to indicate their bank account numbers and other relevant Repayment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). **Payment shall be made on 100% on completion of works as per work package/price-bid and after satisfactory operation subject to QC checks and on submission of documents as per Para 4(b) below:-**

3. Parallel Rate Contract:- N/A

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

4 (b). Paying Authority: The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:

- (i) Ink-signed copy of contingent bill / Seller's bill.
- (ii) Ink-signed copy of Commercial invoice / Seller's bill.
- (iii) Copy of Supply Order/Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
- (iv) CRVs in duplicate.
- (v) Inspection note.
- (vi) Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.
- (vii) Exemption certificate for Excise duty / Customs duty, if applicable.
- (viii) Bank guarantee for advance, if any.
- (ix) Guarantee / Warranty certificate.
- (x) Performance Bank guarantee / Indemnity bond where applicable.
- (xi) DP extension letter with CFA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with/without LD.
- (xii) Details for electronic payment viz. Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
- (xiii) Any other document / certificate that may be provided for in the Supply Order / Contract.
- (xiv) User Acceptance.
- (xv) Xerox copy of PBG.

(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)

5. 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 contractor's country or specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the customer. Such modifications will be mutually agreed to. The contractor 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 contractor in the past if any. The contractor 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.

6. **Quality Assurance:** Seller would provide the Standard Acceptance Test Procedure (ATP) within **01 month** of this date of contract. 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 contract. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.

7. **Inspection Authority:** The Inspection will be carried out by **Yard QC**. The mode of Inspection will be Departmental Inspection / User Inspection / Joint Inspection / Self-certification.

8. **Warranty:**

(a) The following Warranty will form part of the contract placed on the successful Bidder –

(i) Except as otherwise provided in the invitation tender, the Seller hereby declares that the goods, stores articles sold/supplied to the Buyer under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/mentioned in contract. The Seller hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of 12 months from the date of delivery of the said goods stores/articles to the Buyer or 15months from the date of shipment/dispatch from the Seller's works whichever is earlier and that notwithstanding the fact that the Buyer may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of 12/15 months the said goods/stores/articles be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated, and the decision of the Buyer in that behalf shall be final and binding on the Seller and the Buyer shall be entitled to call upon the Seller to rectify the goods/stores/articles or such portion thereof as is found to be defective by the Buyer within a reasonable period, or such specified period as may be allowed by the Buyer in his discretion on application made thereof by the Seller, and in such an event, the above period shall apply to the goods/stores/articles rectified from the date of rectification mentioned in warranty thereof, otherwise the Seller shall pay to the Buyer such compensation as may arise by reason of the breach of the warranty therein contained.

(ii) Guarantee that they will supply spare parts, if and when required on agreed basis for an agreed price. The agreed basis could be and including but without any limitation an agreed discount on the published catalogue or an agreed percentage of profit on the landed cost.

(iii) Warranty to the effect that before going out of production for the spare parts they will give adequate advance notice to the Buyer of the equipment so that the latter may undertake the balance of the lifetime requirements.

(iv) Warranty to the affect that they will make available the blue prints of drawings of the spares if and when required in connection with the main equipment.

9. **General Terms and Conditions**

(a) Obligation of the CONTRACTOR/SELLER

(i) **Manpower.** The contractor should have competent / skilled manpower and engineers for undertaking jobs. The firm should have ability and capacity to deploy suitable number of teams to undertake simultaneous/concurrent work on at least 03 ships. The team should also have a Contract manager, supervisor to supervise the work and to maintain meticulous record of all accounting activities related to contract.

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

- (iii) **Material Specification.** All material and spares used in the course of repairs/service/supply must be cleared by this unit prior use. Wherever test certificate/Manufacturer's certificates are issued with standard material, they are to be handed over to this unit for record. **Old spares are to be mandatorily returned to this unit in case of repairs.** All materials should match quality specifications. The contractor is required to adhere to the specifications / scope of work as laid down in the order/contract. Any defects/repairs arising due to failure of spares during guarantee period will have to be undertaken on priority and completed at your expense.
- (iv) **Technical Documents.** Necessary technical documentation, Part identification numbers and Technical Drawings of the components/ auxiliaries/ spares used in the course of repairs/services/ supply must be as per technical manual.
- (v) The contractor is to observe all necessary security rules and discipline in the NSRY (PBR) / Dockyard premises as directed. In addition the contractor to ensure that that contract workers to adhere all safety features.
- (vi) **The contractor/ firm is to have established service centre at Port Blair before the date of signing of contract. The firm would also establish appropriate infrastructure and workshop at NSRY (PBR) for undertaking the entire assigned job as per contract /orders.**
- (vii) **Stocking of the Spares.** The firm is to stock all necessary critical spares at NSRY (PBR). **Minimum Stock Level for these spares is to be maintained at all times for smooth operation of the rate contract.** The list of such spares along with MSL is to be provided to this unit for records.
- (viii) The firm will facilitate all transportation facility to NSRY (PBR) staff for jobs and works related to inspection of services/supply/material /contract, from NSRY (PBR) to the site as and when required.
- (ix) Entry passes will be issued for the personnel for entry into Naval Ship Repair Yard through NSRY (PBR) Main gate. These passes will be valid for period of **03** months and will be extended for period of the contract.
- (x) **Transportation and Material Handling.** All cost involved towards transportation / movement of personnel, equipment/ machinery and items to NSRY (PBR) and within the dockyard premises is the responsibility of the contractor and the cost of the same is to be borne by the contractor.
- (xi) The contractor may be required to work during silent hours/ holidays, at no additional cost.
- (xii) **Work Completion Certificate:** On completion of the work, the contractor will be required to obtain a satisfactory work completion certificate from the **unit** and submit the same along with the bill to NSRY (PBR). Further On satisfactory completion of work orders placed by NSRY (PBR) under this contract, you are required to forward your bill in quadruplicate duly supported with the documents as mentioned in this agreement.
- (xiii) The contractor is required to obtain the photo passes well in time for all personnel employed by him in executing the order. It shall be the contractor's responsibility to obtain the necessary Police verification for all personnel prior to submission of the application form for photo passes.
- (xiv) If defective equipment/ item need major reconditioning and the cost of spares required to rectify the fault exceeds the cost of equipment, such systems may be declared **BER** subject to approval by the customer.
- (xv) The contractor shall remain responsible to make good any damage or loss caused to the customer due to negligence, lack of proper care and caution on the part of any of the employees or men of the contractor.
- (xvi) **Workforce/personnel of the contractor will be permitted entry into Naval Ship Repair Yard(Pbr) only on production of police verification certificate and address proof and Navy shall not be liable for any delay whatsoever caused in execution of contract due to non production of police verification certificate of labours/workers.**

(b) **Obligation of the Customer**

- (i) The customer shall pay the Charges as enumerated in this contract.
 - (ii) No financial claim shall be admissible, except grant of extension of time within the clause of liquidated damages if imposed, as limited by force majeure clause.
 - (iii) The work shall be executed as per the program drawn up by NSRY (PBR). No claim for idle labour or delay in completion of the work shall be entertained.
 - (iv) Unless otherwise specified in the work order, power supply and crane assistance, if required may be provided for the works undertaken inside the Naval Ship Repair Yard (Pbr) through user department.
 - (v) The concerned user department officer, Manager is to be informed of the type and area of work prior to commencement of work.
 - (vi) The rates admitted in the contract shall not be subject to any revision during the said period. No additional clause for escalation shall be admissible in the contract on account of cost of material or for labour charges or any other reasons.
 - (vii) The contractor shall take adequate and necessary precautions regarding the safety of the men and material. The contractor is to ensure that his labour force uses all safety gears as laid down in Industrial & Labour Regulations while working on jobs entrusted on this contract.
- (c) If the contractor is in breach of any or all terms hereof the customer may terminate the contract, during the validity of this agreement, notwithstanding anything to the contract contained, herein without being liable in any manner to this contract for the same. The proportionate amount for the remaining part of the contract period shall be recovered from the balance amount/ future payment.

10. Security

- (a) The contractor is bound by the Official Secrets Act 1923 and, in its connection any other statutory Act / Law / Amendment in force and the information given is to be treated as strictly confidential and is not to be disclosed to any person or persons not concerned therein. The contractor shall be responsible to ensure that all persons employed by him in the execution of any work in connection with this Contract are fully aware of the provisions of the Official Secrets Act 1923 / Law / Amendment in force and have undertaken to comply with the same.
- (b) The contractor shall also ensure secrecy of design, construction, equipment and documentation and shall carry out all or any instructions given by the customer in this respect. Should the customer desire to check up the security measures which have been provided, or will be adopted to achieve security, the contractor shall produce necessary evidence to establish the same.
- (c) In giving any information to the Sub-Contractors, the contractor shall furnish to the Sub-Contractors only such information as may be necessary for carrying out the respective work entrusted to them.
- (d) The security of the men and material in the contractor's premises is the contractor's responsibility.
- (e) **Patents and other Industrial Property Rights.** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The contractor shall indemnify the NSRY (PBR) against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The contractor shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

11. Option Clause: The contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.

12. Repeat Order Clause: The contract will have a Repeat Order Clause, wherein the Buyer can order upto 50% quantity of the items under the present contract within six months from the date of supply/successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.

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

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

(a) The Bidder is to make an undertaking that he has not supplied / is not supplying the similar systems / services / works at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India and if it is found at any stage that the similar / services / works was supplied by the Bidder to any other Ministry/Department of the Government of India at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the customer, if the contract has already been concluded. The Bidder shall strive to accord the most favoured customer treatment to the customer in respect of all matters pertaining to the present case.

(b) If at any time during the said period the contractor reduces the sale price sells or offer to sell such stores to any person / organisation including the customer or any Dept 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 of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:-

(i) Exports by the contractor.

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

(iii) 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.

(c) The contractor 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:-”*.

15. 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 customer shall after granting the contractor 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 contractor during the check proof tests to be done in the customer's country, the customer 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 customer shall, having given the right of first refusal to the contractor 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 contract 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 contractor.

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

a. Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

b. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

c. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

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

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

17. OEM Certificate. ~~In case the Bidder is not the OEM, the agreement certificate with the OEM for sourcing the spares shall be mandatory. However, where OEMs do not exist, minor aggregates and spares can be sourced from authorized vendors subject to quality certification.~~

18. Authenticity Certificate. ~~The certificate of authenticity /genuineness should always be furnished by the contractor wherever applicable and whenever asked by this unit, especially with respect to supply of spares.~~

PART V

EVALUATION CRITERIA & PRICE BID ISSUES

1. **Evaluation Criteria.** The broad guidelines for evaluation of Bids will be as follows:-

- (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
- (b) In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.
- (c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at **Para 2** below. **The L-1 bidder will be determined by excluding levies, taxes and duties levied by Central/State/ Local government on final product as quoted by the bidders.**
- (d) The taxes applicable are to be indicated separately. Bids without mentioning taxes separately would be summarily rejected. If nil taxed are mentioned the relevant notification/exemption certificate should be indicated.
- (e) **Seller has to submit a copy of registration certificate under GST along with the bids. In case the firm of unregistered under GST, the same has to be communicated by the seller on their letterhead.**
- (f) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
- (g) Levies, 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 bidder and they may not be indicated separately in the bids. Bidders are required to include the same in the pricing of their product.
- (h) The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.
- (i) 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**

4. **Technical Bid Format:** The **Technical Bid** is placed at **Annexure II** to this RFP/TE

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 Contract No **NSRY/COM/112 (C) 2 (b)RRC/ CID-1274 dated 11 Jun 19** 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. _____

TECHNICAL BID FORMAT FOR RATE CONTRACT FOR SURFACE PREPARATION AND PAINTING WORKS OF UNDERWATER HULL, INTERNAL TANKS SUPERSTRUCTURE ETC. OF IN SHIPS, YARD CRAFT AND FDN

(Firms are to fill and sign the document)

S. No	Description of clause	Understood and accepted/ Documents submitted	
		YES	NO
1	Indicate acceptance of the entire scope of work		
2	Indicate acceptance of the QAP/QIS indicated in SOW & STAC Issue 3		
3	Indicate anticipatory list of spares , if applicable , required for undertaking the scope of all such spares is to be indicated in the Commercial Bid if such a list Anticipatory Spares forwarded along with the Technical Bid		
4	Indicate whether Earnest Money Deposit as per RFP has been attached		
5	Indicate acceptance of Payment terms as per RFP		
6	Indicate acceptance of all terms and conditions given in the RFP		
7	Agree to deploy work force round the clock on all days including Sundays and holidays without any break till the completion of the job.		
8	Agree the following : - (i) Agreement for using ISS standards material & submission of Genuineness certificates for all materials, from OEM as per RFP. (ii) Adherence to Yard/Naval security and safety rules and regulations inside the Yard premises. (iii) Adherence to work completion dates. Yard timings, safety procedures general points , QC aspects as per SoW and work Orders.		
9	Firm has to submit proof for having following minimum qualified work force:- (i) Qualified Painter (Minimum 03 Year's experience with Diploma / 01 Year certificate course in Marine Painter trade from any Govt. Institution / Polytechnic/ITI) – 04 (ii) Qualified Electrician (Minimum 03 Year's experience with Diploma /01 Year certificate course in Electrician trade from any Govt. Institution / Polytechnic / ITI) – 03 (iii) Unskilled (Minimum of 01 Year Experience , Minimum Secondary Standard Pass) – 25		
10	Past experience of successful completion in any Naval Dockyard/NSRY/ for SA2.5 grit blasting /WJ – 1 /WJ – 2 Hydro jet Blasting of underwater hull of vessels as prime contractor. Proof of the Rate contract copy to be submitted		
11	Past experience of successful completion of work in any Naval Dockyard /NSRY for 3000 sqmtr of hydro blasting/Grit Blasting through a single work order and / or 5000 sqmtr through two work orders in the past three years. Relevant work order and its associated work completion certificate to be provided with T – Bid.Proof of Work Order copy along with JCC to be submitted		
12	The firm should have minimum turnover of RS 5crore per year for last 03 years. Proof of the same is to be submitted vide Form No 3 CB/ 3 CD audited along with IT returns acknowledgement		
13	Proof of Owner ship of following machineries (a)03 Ultra High pressure Hydro Blasting machines (b)03 High pressure fresh water hydro jet machines (c)06 Airless spray painting machineries (d) 03 Diesel operated associated machinery like Air Compressors etc.		

	(e)03 Vacuum Blasting machines		
14	No delay/Complaints from any government agency		
15	Firm should be registered with GST No and EPF certificate No		

COMPLIANCE MATRIX FOR COMMERCIAL ASPECTS

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

QC/ QA TERMS AND TECHNICAL SPECIFICATION

1. **Scope of Material supply.**

(a) **Yard's Scope.** The following material will be supplied by the Yard:-

(i) Paint will be supplied by yard unless otherwise specified.

(b) **Vendor's Scope.** The following is to be supplied by the vendor:-

(i) Thinned for equipment cleaning will be firms liability

(ii) All consumables and equipment's required for carrying out the jobs as per scope of work will be borne by the vendor.

(iii) Vendor has to arrange fresh water for the operation of hydro jet machine and to be quoted for by the vendor within the cost of services. No separate material costing is required where it is used for services.

(iv) Vendor has always in position with at least 03 number hydro jet blasting machine and 04 number of hopper all the time at Port Blair.

(v) Firm should have their own electrical DB, Dft gauge, Wft gauge and thermostat.

(vi) All material used by Vendor are to conform to ISI Standards. Spurious /faked /duplicate item bearing packing of OEM is not used or bought inside the yard. In addition, the genuineness certificate from OEM is to be for the items supplied by the firm.

(vii) Yard reserved their right to carry out surprise checks at the Contractor's work area and monitor the quality of products being used.

(viii) The firm is to transport the materials from the yard to the work place as its own expense.

Quality Assurance & Quality Control.

(ii) 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.

2. The CONTRACTOR shall submit a Quality Assurance (QAP) 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 the user Representative, 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/ sample and satisfaction.

5. During repairs/ refit of the Ships, until the delivery thereof, the ship(user) representative 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 works hops , stores and offices of the CONTRACTOR and premises of the contractors who are doing works storing materials. Notwithstanding any provision in this Article or any other Article in this contract, the responsibility for the repairs/ refit as per the scope of the work shall rest with Contractor.

6. **Yard QA/QC Standards & QIP Procedure.** In addition to the guidelines of the Respective Refit Coordinator nominated by the Outfitting Department /FDN of the Yard, the Vendor has 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 **twelve months guarantee** for workmanship for the item 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 is to be made good at no extra cost to state.

Quality of workmanship

8. The work shall be carried out as per the best yard practice. 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 are to be carried out free of cost.

9. The firm is to capable of undertaking works as per timelines mentioned below

- (a) Hydro jet blasting – 60 Sqmtr per day
- (b) Grit blasting – 35 Sqmtr per day
- (c) Vacuum Blasting – 30 Sqmtr per day
- (d) Painting of external underwater boot top area – 400 Sqmtr per day
- (e) Painting of horizontal surface - 120 Sqmtr per day
- (f) Painting of Vertical surface - 60 Sqmtr per day
- (g) Painting of Internal tanks - 100 Sqmtr per day

10. In addition to the aforesaid point Para 09, the firm should have the following man power at all times.

- (a) Qualified Painter (Minimum 03 Year's experience with Diploma /01 Year certificate course in Marine Painter trade from any Govt. Institution / Polytechnic/ ITI) - 04
- (b) Qualified Electrician (Minimum 03 Year's experience with Diploma /01 Year certificate course in Electrician trade from any Govt. Institution / Polytechnic/ ITI) – 03
- (c) Unskilled (Minimum of 01 Year Experience, Minimum Secondary Passed) – 25
- (d) The Paint Inspector has to be present at the site throughout the time of Painting.
- (e) A liaison team comprising minimum of 02 persons (Engineer / ITI Qualified) to be available in NSRY daily for monitoring, reporting progress and coordination with FDN.
- (f) Data entry Operator (Minimum 01 Year experience with a Diploma in Computer application).

11. The firm has to submit an undertaking of having employed manpower as mentioned in Para 10, and to comply with the time lines as given in Para 09. In addition, the firm has to engage 01 Data entry operator in Outfitting control cell for record maintenance pertains to the RRC without extra cost.

12. The firm is responsible for required degutting and regutting the associated in way fitting while executing the works as per work order. Yard will be liable to cut and rewelding the technical window whenever it is required for surface preparation and painting of tanks/ underwater area.

13. In case the workmanship is not as per Yards satisfaction, the firm will be liable to rework including all material involved in the job with no extra cost.

14. The firm is to take the approval of yard QC team before commencement of any works of the contract. The firm is to give a brief timeline of execution of works as per contract in order to facilitate timely QC checks.

15. Firms is to collect all samples/ drawings /raw material from shop floor RC/ Supervisor. No material is to be in any case collected/ delivered to ship. Payment will be held strictly in any such case.

Technical Specification:

16. Following to be referred for Undertaking Surface preparation and painting of IN Ships, Yard Crafts and FDN:-

(a) NO 53/16 (Paint Scheme adopted by Navy), NCD 1481, 1491 Issue 3 (User manager may be contacted for the same.)

Certificate of test:

17. Certificate should be provided by the OEM/ OEM rep/ Paint inspector after completion of each work.

Procedure and Documents:

18. Firm should adopt the procedure and submit the documents as appended below:-

(i) Weekly monitoring of work progress is to be done by the contractor in coordination with NSRY/FDN. Also, augmentations of manpower / machines are to be undertaken and advised by FDN.

(ii) The contractors are to take utmost interest in preparation and scrutiny of T – bid as per the requirements indicated. Xerox quality of documents attached T – bid should be good. The matter should be comfortably legible. Irrelevant (deviating from the subject job) documents are NOT to be attached with the T – bid.

(iii) If required the firm would be requested to produce original documents at TEC stage. Fake documents attached with T – bid , if any , would entail appropriate action against the contractor in addition to disqualifying the contractor’s firm to the subject job.

(iv) In order to carry out the subject job , the contractor should have good experience of erection of staging and rigging up of scaffolding as per I S 4014 part I and part II . The contractor should have good quality staging and scaffolding and qualified riggers.

(i) Detailed procedure of Painting of the equipments has to be submitted to the yard in both and soft copy before commencement of Painting.

(ii) After the completion of Painting, the certificates have to be submitted to the yard within a period of 05 days.

(iii) The Painting has to be in accordance with NO 53/16 , NCD 1481, 1491 issue III or similar documents promulgated by the Indian Navy for the purpose of Painting of IN Ships, Yard craft & FDN .

(iv) Firm has to engage manpower (to assist SS) for positioning the catamaran/ pontoon for Painting of above the seawater.

(v) Firm should always in a position to mobilize of manpower for the undertaking of the job round the clock.

19. **Working Space** The Painting jobs can be worked either carried out at the contractor’s work area or Onboard Ship. No jobs to be carried out on the Naval Jetty. If at all, jobs being taken out of Yard’s premises, gate pass is to be prepared that is signed by the Yard’s rep, Manager and ACHSO.

20. If the contractor is unable to arrive at a solution for a specific job, he is to contact the respective Refit Coordinator/QC rep/Manager out fitting of the Yard. The solution will usually be rearranged. If effective local redesign is not feasible then consideration is to be given to a change in philosophy to fail – safe arrangement, and direction is to be estimate to establish whether it is likely to hazard the ship before the next opportunity arises to repair it.

21. The firm should obtain stage wise approval of Yard QC team prior commencement of next stage of work. Works undertaken without approval of Yard QC team will be considered as incomplete and the same area is to be reworked as per Yard QC requirements at no extra cost.

22. The firms should be equipped with the modern technologies including productivity enhancement as part of Business Process Reengineering for all Painting works. The tools/ equipments will be maintained and replaced by the firm in case of fail, wear and tear.

23. The contractor should be able work in both FDNs and IN Ships as per yard directives. Transportation of materials to place of work is liability of contractor. The contractor has to make suitable arrangement of transportation of materials to FDNs. In case contractor hiring a boat under own expense for transportation of materials, the firm has to obtain clearance from yard security officer or any officer appointed for the purpose 48 hours in advance.

24. In case of defect occurring in the paintings works due to poor workmanship/substandard material the within the guarantee period the firm is to rework the same as per satisfaction of the yard.
25. The firm should be able to work according to the schedules/ planning of the yard including holidays.
26. Written reasoning should be given by the firm if the work is not completed in due time. Any other type of communication will not accept.
27. 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. Compensation under Industrial Compensation Act 1956, if any , shall be liability of Contractor .
28. On Completion of work in any compartment/ location , the contractor must ensure that the place is left in reasonably clean state and all scrap / Rubble/ Debris /refuse is transferred to nearby scrap/ Garbage / refuse bins.
- 29 NSRY (PBR) being a Defense Organization, Contractor should undertake that their personnel deployed in connection with entrusted work shall not indulge in any other than duties assigned to them.
30. The Contractor shall observe all applicable Rules and Regulations stipulated under Factories Act applicable to contract labor
31. The firm as to arrange/erect their own Staging / Scaffolding for working at height.
32. All properly (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 all loss thereof and damage thereto resulting from whatever causes and shall reimburse the purchaser the full amount of loss and damage.
33. The Contractor will be responsible for any damage caused by the workers to the yard properties. The contractor will provide suitable compensation to the yard or replace the damaged article with the previously.
34. **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 yard.
35. **SAFETY.** The Contractor must observe all safety precautions in connection with the work to be performed by him, his agents or laborers. In the event of any accident happening in our yard resulting in loss of lives or otherwise damaging any 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 NSRY (PBR) shall be decided by the Officer- in – Charge Safety, or any officer appointed for the purpose before the commencement of work of yard. It will be essential for contractor to ascertain the standard precautions which prevalent in NSRY (PBR). The decision of NSRY (PBR) is matter concerning Safety shall be final and binding on the contractor. The Contractor shall be required to provide his workmen with Boiler Suits of suitable color other than blue or white, with name of contractor in prominent letters on the boiler suits along with personal protection gear like safety shoes, hand gloves, working helmets. Workmen of contractor must wear throughout their working while premises of NSRY (PBR). Contractor's workmen without safety gears are likely to be disallowed to work.
36. The details of subcontractor, if any, for undertaking the works as per scope of work is to be intimated to the yard during conclusion of contract.
37. Electricity, Water and other amenities will be borne by the yard when the vendor works on IN Jetty and in FDNs. However, inside the contractors shed area, provided inside the yard, vendor to pay as per electricity meters as and when fitted.
38. 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 and clean with good work an ship giving good aesthetic appearances.
39. All materials mentioned in RFP as 'Yard Supply' will be provided by the yard. All other materials, mentioned or not, required for completing package related works, are to be provisioned by the vendor.

40. All works being undertaken as per this package are of QC Level 1 and 2 (L1 &L2). It is 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.

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 utilization status. It should state the total material issued, total material utilized, material generated.
2. As wastage, the unused material and what has been done with the unused material. Additionally, a complete count of the old material that has been cut from the ships is also to be provided for the material accountability . The material utilization status has to be duly signed by the QC team of the yard, and the firm to ensure the same.
3. **Area Cleaning** If the work done in yard premises during monsoons, water gets accumulated at the location where Rigging work have carried out. Cleaning of such area prior to recommencement of the job will be liability of the vendor. Additionally provision for preventing the water seepage, including putty metal coating will be the liability of the contractor.
4. All firms desirous of taking part in the competitive bidding are to sent their respective reps to ships/ Outfitting department to assess the work and work involved and detail thereof prior to submission 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 our work only on those as indicated by the Yard’s designated reps.
6. Delay in completion of work would have cascading effect on the overall refit duration, the vendor is to endeavor to complete all work within the stipulated timeline. To achieve this, the firm at time would require augmentations of manpower and working round the clock.
7. To maintain perfect material usage record/ material reconciliation report along with left over materials to be submitted after completion of assignment to Out fitting department.
8. The contractor has to arrange collection of required materials from Yard stores/ Outfitting Department as per the material list for the scheduled works proposed to carried of under the guidance/ supervision of Outfitting department.
9. Necessary transportation to work area and the cost for the same is to be quoted in the existing package itself.
10. **Inspection:** Yard reserves the right to inspect the job while in progress during execution of the execution of the contract by the representation of Shipyard/ class / Owners. Contractors shall provide required facilities for inspection. Testing shall be done in presence of the concerned yard Dept’s /Q.C /Owner.
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 Aspect**

Safety aspects are covered under the following heads:-

Safety norms.

Safety of personnel.

Safety of Ship.

Safety of environment.

Safety Norms

13. The following safety norms will governs the works on board FDN – 1:-
 - (a) The factories Act (1948)
 - (b) The Environment Protection Act with rules 1986
 - (c) The Hazardous waste management rules – 1986
 - (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 the workers employed in Painting works. This includes overalls, harnesses if working heights, safety shoes , industrial safety helmets , Glove when carrying out hot work and all other safety precautions as required to protect any harm to personnel.

Safety of Environment

15. Vendor is to ensure to that while working on board FDN and while conveying to & fro between jetty and FDN , no activity is done which can harm and effect the environment adversely.

Area clean ship Liability

16. Area cleaning involves the following

(a) The vendor is liable for the clean ship 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) The clean ship is to be done is daily basis

(c) The work area may be ship, FDN – 1 Naval Jetty or any other location inside the Naval Premises.

(d) Firm has to quote daily clean ship charges according 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) **Gantt Chart** A Gantt Chart is to be mandatorily prepared by the Vendor within 03 days of placement of the work order depicting all works to be carried out by the firm in a sequential manner. The chart should be meaningful, easy to read and understandable and all recommendations of the user is submission department to be included in the chart . The firm will not be allowed to commence the work onboard till the GANTT chart is supplied to the yard in duplicate. (One copy each to SM (PP) and SM (PR) and not extra time will be given for the delay in non submission of GANTT chart . The 'MS Project' Software may be used to specific repairs reports for rudder, stem, skeg, manufacture /modification of special nature for preparation of Gantt chart. A Gantt chart is to be mandatorily supplied to the Yard in soft CD and on A2 Sheet of paper neatly printed and colour coded four copies.

(b) **Mobilization of man power.** The Vendor has to make his manpower available within three days of placement of Work Order.

(c) **Daily Report** A daily report, including the work allocation for the jobs undertaken is to be forwarded to the yard on a daily basis and should contain all details like Dart no. Job description, start date of repair, EDC and location (on board or ashore/shop floor / contractor's premises etc) of repair manpower involved (number of carpenter, other skilled or unskilled labourer involved). The report is to be countersigned by the Respective refit coordinator and Manager outfitting thereof.

(d) **Weekly Report** The vendor has to submit a weekly work status report which shall relate to the Gantt chart provided by the Firm at the beginning of the refit/ repairs . The report will include jobs completed in the week, amount of manpower , reason for the interruption of the work number of people working on OT ,amount of renewal carried during the working time and Plan for the next week including Saturday and Sunday. The reports shall cover all the serials being worked on of the contract.

(e) The daily report is to be submitted by 16000 hr every day . In case of holidays it can be submitted by 0900 hr on the following working day . All such report are to be submitted on A4 or larger sheet of duly printed using computer printer. Hand written reports/ dot matrix print out will not accepted.

(f) The weekly reports is to be submitted by 0900 hr on every Wednesday starting from the first Wednesday, from the date of commencement of the work. In case of holidays it can submitted on A4 or larger sheet of duly printed using computer printer. Hand written reports/ dot matrix print out will not accepted.

18. **Disposal of Scrap to Scrap Yard** The metal and non metal scarp is generated during the ships repairs. This include both , the scrap that comes from the scrap and waste generated by the consumables used by the vendor. The cleanship of all such scrap on daily basis will be the liability of the vendor. Following will form the part of scrap cleaning:-

(a) The Vendor has to clean the scrap generated during the ship repairs on a daily basis. The charges for the same are to be quoted within the cost of services.

(b) The vendor has to use his own conveyance to ferry the scrap from FDN – 1 to the scrap yard located at NSRY. No boat or pontoon will be provided by the yard for this purpose. The charges for the same are to be quoted within the cost of services.

(c) At the end of each work day, vendor shall not keep any scrap on the jetty. All scrap is to be deposited in scrap yard only. All metal scrap has to be shown to hull Store –in – Charge for the quantification. It is the vendor's liability to show the metal fittings removed by him to get accounted as per yard's norms.