

Reply should be addressed to
The Commodore Superintendent

Naval Ship Repair Yard
Port Blair
27 Aug 18

INVITATION OF BIDS THROUGH E-PROCUREMENT FOR PROCUREMENT OF EPOXY RED OXIDE PRIMER
REQUEST FOR PROPOSAL (RFP) NO. NSRY/COM/112 E 5(a)/CID-971 DATED 27 Aug 18

Online Bids are invited through e-procurement mode for Procurement of Epoxy Red Oxide Primer 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 E 5(a)/CID-971</u> Dated 27 Aug 18
(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.nsrypb@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.
5. The approval or rejection of tenders rests with the **Commodore Superintendent/CFA** of the unit, who reserves the right of rejecting any tender in whole or in part without cause assigned. The lowest tender will not necessarily be accepted.

(Aju P Abraham)
Lieutenant Commander
Dy.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 on 17 Sep 18**. 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 18 Sep 18** (.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 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:** **N/A**

5. **Bid System:** **Single-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 Date 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 Date Sheet:**

S.No	Description	Date	Time
(a)	Tender Publishing Date on CPP Portal	27 Aug18	1800 Hrs
(b)	Bid Document Download from CPP Portal	27 Aug18	1800 Hrs
(c)	Clarification Start Date	27 Aug18	1800 Hrs
(d)	Clarification End Date	03 Sep 18	1700 Hrs
(e)	Bid Submission Start Date on CPP Portal	03 Sep 18	1800 Hrs
(f)	Bid Submission End Date on CPP Portal	17 Sep 18	0900 Hrs
(g)	Opening of Tender Box for physical verification of documents/ Bid supporting documents	18 Sep 18	0830 Hrs
(h)	Online Bids Opening Date on CPP Portal	18 Sep 18	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.nsrybp@gov.in in writing about the clarifications sought not later than **07 (Seven)** 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 ₹ **19,500/- (Rupees Ninety Thousand and Five Hundred Only)** as a part of bids in the form of a bank guarantee/DD/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 MSEs 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.

18. Scope of Work. In exceptional cases and exigencies of Service the CFA has right to amend the scope of work e.g. increase / decrease in man power requirement and any other related work involved.

19. The Commodore Superintendent / CFA of the unit shall have the right to accept or reject tender bids without assigning any reason.

PART II
ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

Items / Services Required: PROCUREMENT OF EPOXY RED OXIDE PRIMER

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

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. Work Completion Period: Work completion period for **Procurement of Epoxy Red Oxide Primer** would be **30 (Thirty) 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.

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 [for Manager (Hull)] PO Box No.-705 Naval Ship Repair Yard, Port Blair-744 102
(b)	Fax No	:	03192-232692
(c)	Telephone	:	9311180485

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.**
 - (a) All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof should be settled by bilateral discussions.
 - (b) Any dispute, disagreement of question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator.
 - (c) Within sixty (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties.
 - (d) The sole Arbitrator shall have its seat in Visakhapatnam such other place in India as may be mutually agreed to between the parties.
 - (e) The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only.
 - (f) Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.
 - (g) The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.
- 5. Penalty for use of Undue influence.** The contractor undertakes that he has not given, offered or promised to give, directly or indirectly, any **gift, consideration, reward, commission, fees, brokerage or inducement to any person** in service of the customer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the contractor or any one employed by him or acting on his behalf (whether with or without the knowledge of the contractor) or the commission of any offers by the contractor or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the customer to cancel the contract and all or any other contracts with the contractor and recover from the contractor the amount of any loss arising from such cancellation. A decision of the customer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the contractor. Giving or offering of any gift, bribe or inducement or any

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

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

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

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

10 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.

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

- (h) The delivery of the services/material is delayed for causes not attributable to Force Majeure for more than Three months after the scheduled date of delivery.
- (i) The contractor is declared bankrupt or becomes insolvent.
- (j) If ownership of the company becomes a disputed issue and the matter is taken to the court of law.
- (k) The delivery of services/material is delayed due to causes of Force Majeure by more than Three months provided Force Majeure clause is included in contract.
- (l) The NSRY (PBR) has noticed that the contractor has utilized the services of any Indian/Foreign agent in

getting this contract and paid any commission to such individual/company etc.

(m) As per decision of the Arbitration Tribunal.

(n) 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.

(o) 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

12. 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.

13. Sub- Contracting.

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

(b) The contractor 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.

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

(a) General

- (i) If Bidder desires to ask for GST / any other tax extra, the **same must be specifically stated**. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.
- (ii) If reimbursement of any duty / tax is intended as extra over the quoted prices, the Bidder must **specifically say so**. In the absence of any such stipulation it will be presumed that the **prices quoted are firm and final and no claim on account of such duty / tax will be entertained after the opening of tenders**.
- (iii) If a Bidder chooses to quote a price inclusive of any duty / tax and does not confirm inclusive of such duty / tax so included is firm and final, he should clearly indicate the rate of such duty / tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.
- (iv) If a Bidder is exempted from payment of any duty / tax upto any value of supplies from them, he should clearly state that no such duty / tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate / quantum of any duty / tax, it should be brought out clearly. Stipulations like, the said duty / tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty / tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty / tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.
- (v) Any change in any duty / tax upward / downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the **extent of actual quantum of such duty / tax** paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty / tax shall be reimbursed to the NSRY (PBR) by the Firm. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Firm. Section 64(a) of Sales of Goods Act will be relevant in this situation.
- (vi) In case of extension of delivery period, any increase in taxes, duties, levies etc will not be paid to the seller. In case of decrease, the difference to be passed on to the buyer.

(b) Goods and Services Tax (GST).

- (i) GST will be paid to the seller at the rates applicable based on description, HSN / SAC code and the relevant schedule of CGST Act.
- (ii) In pursuance with Section 171 (1) of CGST Act, an undertaking is to be effected by the seller declaring that “ Any reduction in rate of tax on any supply of goods and services or the benefit of input Tax credit (ITC) shall be passed on to the receipt by the way of commensurate reduction in prices.” Further, in case it is detected by the government that any ITC has accrued to the seller as result of migrating to GST, after receiving the consideration/reimbursement for his supplies, the seller is mandated to refund the same accordingly to the Paying Authority, giving details and particulars of the transactions. Format for which is placed at **Annexure I**.
- (iii) Unless otherwise specifically agreed to in terms of the Contract, the Buyer shall not be liable for any claim on account of fresh impositions and / or increase of GST on raw materials and / or components used directly in the manufacture of the contracted stores taking place during pendency of the Contract

PART IV
SPECIAL CONDITIONS OF RFP/ TENDER ENQUIRY

The Bidder is required to give confirmation of their acceptance of the Special Conditions of the Tender Enquiry mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the NSRY(PBR). FAILURE TO DO SO 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 completion of job as per work package 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) 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 interchangeability 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:** N/A

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 E 5(a)/CID-971 dated 27 Aug18** 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. _____