

REQUEST FOR PROPOSAL (RFP)

INVITATION OF BIDS FOR SUPPLY OF CAMC FOR EQUIPMENT AND SYSTEMS OF FOCWF INSPECTION BARGE

REQUEST FOR PERPOSAL(RFP) OF FOCWF INSPECTION BARGE dated FEB 26

1. The Fleet Maintenance Unit, Mumbai has a requirement for CAMC FOR EQUIPMENT AND SYSTEM OF FOCWF INSPECTION BARGE *IN SHIPS*. through **OTE/Two bid basis Gem** single bid basis for a period of **36 months**. The scope of work and terms & conditions of the tender are enumerated in the subsequent paragraphs of Tender Enquiry.

1. Online bids/ bids in sealed cover (cases which are exempted from e-Procurement) are invited for supply of items listed in Part II of this RFP. Please super scribe the above-mentioned Title, RFP number and date, and date of opening of the bids on the sealed cover to avoid the bid being declared invalid.

2. In case of e-Procurement, clarifications are sought and provided online. In case of manual bidding, the address and contact numbers for seeking clarifications regarding this RFP or sending Bids are given below:-

- | | | |
|-----|---|---|
| (a) | Bids/ queries to be addressed to: | The Officer-in-Charge,
FMU (Mbi) |
| (b) | Postal address for sending the Bids: | Fleet Maintenance Unit, Naval
Dockyard, Mumbai – 400001 |
| (c) | Name/ designation of the contact personnel: | Cdr Umesh Sharma |
| (d) | Telephone numbers of the contact personnel: | 022 22751632 |
| (e) | e-Mail IDs of the contact personnel: | fmumbi-wnc@navy.gov.in |
| (f) | Fax number: | 02222663108 |

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. Contains essential details of the items/ services required, such as the Schedule of Requirements (SoR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.

(c) Part III. Contains Standard Conditions of RFP, which shall form part of the Contract with the successful Bidder.

(d) Part IV. Contains Special Conditions applicable to this RFP and which also form part of the contract with the successful Bidder.

(e) Part V. Contains Evaluation Criteria and Format for Price Bids.

4. This RFP 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. **Eligibility to Participate and Preference Policies.**

(a) Subject to provisions in the RFP, this invitation for Bids is open to all bidders who fulfil the 'Eligibility' and 'Qualification' criteria as on the last date of bid submission and continue to meet them till award of the contract.

(b) Also, the bidder must not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial office, not have its business activities suspended and must not be the subject of legal proceedings for any of these reasons during the period mentioned in sub-paragraph 5(a) above.

(c) The bidder, its affiliates, or subsidiaries, including subcontractors or contractors for any part of the contract, should:-

(i) Not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organisation or by any Department of MoD, from participation in its/ their Tender Process;

(ii) Not stand debarred by the Department of Expenditure, from participation in the Tender Process by any Ministry/ Department; and/ or

(iii) Not be convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Process for all of its entities, for:-

(aa) Offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law; and/ or

(ab) Offences under the Indian Penal Code or any other law for causing any loss of life/ limbs/ property or endangering Public Health during the execution of a public procurement contract; and/ or

(ac) Suspected to be of doubtful loyalty to the Country or a National Security risk, as determined by appropriate agencies of the Government of India.

(iv) Not have changed its name or created a new business entity as covered by the definition of "Allied Firm", consequent to having been declared ineligible/ blacklisted/ banned/ debarred as above.

(v) Not have an association (as a bidder/ partner/ director/ employee in any capacity):-

(aa) With a retired Manager (of Gazetted Rank) or a retired Gazetted Officer of the Central or State or its Public Sector Undertakings, if such a retired person has not completed the cooling-off period of one year after his/ her retirement. However, this shall not apply if such managers/ officers have obtained a waiver of the cooling-off period from their erstwhile organisation.

(ab) With near relations of executives of the Procuring Entity involved in this Tender Process.

(vi) Not have a conflict of interest which substantially affects fair competition. The prices quoted should be competitive and without adopting any unfair/ unethical/

anti-competitive means. No attempts should be made to induce any other bidder to submit or not to submit an offer for restricting competition.

(d) The bidder must also fulfil other additional eligibility condition/s, if any, as may be prescribed in the RFP and must provide evidence of their continued eligibility to the Procuring Entity, if so required.

(e) Class-I/ Class-II Local Suppliers and Non-Local Suppliers (as defined by DPIIT) shall be eligible, subject to certain conditions as mentioned in the RFP.

(f) Bidders from specified countries sharing land borders with India (excluding those in development partnership with India, or where lines of credit have been extended by the GoI) shall be eligible to bid, subject to certain conditions as mentioned in the RFP.

(g) The Procuring Entity reserves its right to grant purchase preferences to Class-I Local Suppliers and or Micro and Small Enterprises (MSEs) as specified in the RFP.

(h) For indigenisation/ development contracts, Indian Vendors will be eligible, subject to meeting the definition of Indian Vendors and certain other conditions as mentioned in the RFP.

PART I - GENERAL INFORMATION

Submission of online bids at <https://Gem.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 responsibility to ensure this lies with the Bidder.

1. **Last Date and Time for Submitting the Bids:** As mentioned in GeM Bid Document.
2. **Manner of Submitting the Bids.** Online bids should be submitted in the manner prescribed in the relevant e-Procurement Portal.
3. **Time and Date for Opening of the Bids:** As mentioned in GeM Bid Document.

(If due to any exigency, the due date for opening of the Bids is declared a 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 Buyer.)

4. **Location of the Tender Box (in case of Manual Bidding):** Not Applicable.
5. **Period of Contract.** The Contract will be for a period of **36 months** from the date of conclusion of the Contract. Failure to agree to this clause can lead to rejection of bids.
6. **Place of Opening of the Bids:** Commercial Office, FMU (Mbi).
7. **Forwarding of Bids.** Bids should be forwarded by the FIRM's under their original memo/letter pad furnishing details like GSTIN number, bank address with EFT account if applicable, etc and complete postal & e-mail address of their office.
 - (a) Company's profile indicating past experience/ performance in the present field of activity, certifications held, list of clients, facilities held etc.
 - (b) Availability of trained/ skilled manpower and workshop/ lab facility / infrastructure is to be indicated.
 - (c) Duly completed compliance grid placed at **enclosure 2** to this RFP.

The Commercial bid should be exactly as per the BOQ format attached at GeM Portal to this TE for validity.

8. **Two Bid System.** In case of the Two Bid system, only the Technical Bids would be opened on the time and date mentioned above. Date of opening of the Commercial Bids will be intimated after acceptance of the Technical Bids (Technical bids to be forwarded in compliance with instructions placed at **Encl-1**). Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/ suitable after Technical evaluation is done by the Buyer.
9. **Submission of Bids.** Bids should be submitted online by the Bidders under their Digital Signature or in case of manual bidding, under their original memo/ letter pad, inter alia, furnishing details like TIN, GST number, Bank address with Electronic Funds Transfer (EFT) Account, if applicable, etc., and complete postal & e-mail address of their office.

10. **Clarification Regarding Contents of the RFP.** The e-Procurement application provides an interface for vendors to seek clarifications online and the procurement authority to reply to the same. The start date and end date for seeking clarifications will be included in the critical dates indicated in the tender. In case of manual bidding, a prospective Bidder, who requires clarifications regarding the contents of the bidding documents, shall notify to the Buyer in writing about the clarifications sought, not later than 14 (fourteen) days prior to the date of opening of the Bids. Copies of the queries and clarifications by the Purchaser will be sent to all prospective Bidders who have received the bidding documents.

11. **Modification and Withdrawal of the Bids.** A Bidder may modify or withdraw his Bid after submission, as per the modalities given in relevant e-Procurement Portal. In manual bidding, a written notice of modification or withdrawal, if any, is to be sent by the Bidder in such a manner that it is received by the Buyer prior to the deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the Purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period, will result in forfeiture of the EMD/ bid security submitted by the concerned Bidder.

12. **Clarification Regarding Contents of the Bids.** During evaluation and comparison of the Bids, the Buyer may, at its discretion, ask the Bidder for clarification/s on his Bid. The request for clarification/s 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/s on the initiative of the Bidder, will be entertained.

13. **Rejection of the Bids.** Canvassing by the Bidder in any form, unsolicited letter/s and post-tender correction/s, 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).

14. **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.

15. **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 Bids, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.

16. **Validity of Bids.** The Bids should remain valid till 120 days from the last date of submission of the Bids.

17. **Earnest Money Deposit (EMD)/Bid Security.** Bidders are required to submit EMD/ bid security for an amount as mentioned in GeM Bid document alongwith their Bids. The EMD/ bid security may be submitted in the form of a Account Payee Demand Draft, Fixed Deposit Receipt (FDR), Banker's Cheque, Insurance Surety Bonds, Bank Guarantee (BG)/ Electronic BG (e-BG) or Electronic EMD (e-EMD) from any of the Indian Public or Private Sector Scheduled Commercial Banks or payment online in an acceptable form. EMD/ bid security is to remain valid for a period of 90 days (45 days to 90 days) beyond the final bid validity period. EMD/ bid security 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 Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by the Ministry of Micro, Small and Medium Enterprises (MSME)/ MSEs registered with National Small Industries Corporation (NSIC)/ firms having Udyam Registration/ Startups recognised by the Department for Promotion of Industry and Internal Trade (DPIIT) and those Bidders who are registered with the Central Purchase Organisation/s of Departments/ Ministries of the Government of India concerned for the same item/ range of products/ goods or services for which tender has been issued. The EMD/ bid security will be forfeited if the Bidder withdraws or amends, impairs or derogates from the Tender in any respect within the validity period of their tender.

OR

18. **Bid Securing Declaration.** In place of a Bid security, the Bidders are required to sign a bid securing declaration, accepting that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of time specified in the request for bids document, from being eligible to submit bids for contracts with the entity that invited the bids.

19. Special Instructions to Contractors/ Bidders for e-submission of bids online through e-Procurement Portals, may be adhered to. The details of the EMD and other documents submitted physically to the Organisation/ Unit and the scanned copies furnished at the time of bid submission online, should be the same, otherwise the Tender will be summarily rejected.

Eligibility Conditions and Preference Policies

20. **Bidders from Specified Countries.** Orders issued by the Government of India restricting procurement from bidders of certain countries which share land border with India under Rule 144(xi) of GFR 2017 shall apply to this procurement, as follows:-

(a) Any bidder from a country, which shares a land border with India, excluding countries as listed in the website of Ministry of External Affairs, to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects – hereinafter called 'Restricted Countries', shall be eligible to bid in this tender only if the bidder is registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). The bidders shall enclose certificate in this regard in the Bid Form.

(b) In Bids for Turnkey contracts, the successful bidder shall not be allowed to subcontract works to any contractor from such Restricted Countries unless such contractor is similarly registered with the Registration Committee constituted by the DPIIT. In such cases the bidders shall enclose certificate in the Bid Form.

(c) Any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods or services (including consultancy services and non-consultancy services), and turnkey projects, only if the bidder is similarly registered with the Registration Committee constituted by the DPIIT. The bidders shall enclose certificate in this regard in the Bid Form.

(d) "Bidder from such Restricted Countries" for the purpose of this clause means: -

- (i) An entity incorporated, established, or registered in such a country; or
- (ii) A subsidiary of an entity incorporated, established, or registered in such a country; or
- (iii) An entity substantially controlled through entities incorporated, established, or registered in such a country; or
- (iv) An entity whose beneficial owner is situated in such a country; or
- (v) An Indian (or other) agent of such an entity; or (vi) A natural person who is a citizen of such a country; or
- (vii) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

(e) The 'beneficial owner' for the purpose of sub-paragraph (d) above shall be as under:-

- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.
- (ii) Explanations for the sub-paragraph (i) above are given below:-

(aa) "Controlling ownership interest" means ownership of or entitlement to more than 25% of shares or capital or profits of the company.

(ab) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.

(ac) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than 15% of capital or profits of the partnership

(ad) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than 15% of the property or capital or profits of such association or body of individuals.

(ae) Where no natural person is identified under sub-paragraphs (aa), (ab), (ac) or (ad) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

(af) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with 15% or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

(f) An 'agent', for the purpose of sub-paragraph (c) above, shall be a person employed to do any act for another, or to represent another in dealings with third person.

21. **Conflict of Interest among Bidders/ Agents.** A Bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Buyer's interests. The Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:-

- (a) They have controlling partner(s) in common; or
- (b) They receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- (c) They have the same legal representative/agent for purposes of this Bid; or
- (d) They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder; or
- (e) Bidder participates in more than one Bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of components/ subassemblies/ assemblies from one bidding manufacturer in more than one bid.

(f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one Bid from the following:-

- (i) The principal manufacturer directly or through one Indian agent on his behalf; and
- (ii) Indian/ foreign agent on behalf of only one principal.

(g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;

(h) In case of a holding company having more than one independent manufacturing unit or more than one unit having common business ownership/ management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

22. **Public Procurement (Preference to Make in India) (PPP-MII) Order, 2024.**

(a) Orders issued by the Government of India regarding eligibility to participate and for purchase preference to 'Local Suppliers' to encourage 'Make in India' and promote manufacturing and production of goods and services in India, as amended and revised till date, shall apply to this procurement.

(b) **Categories of Local Suppliers.** Bidders are divided into three categories based on Local Content {the amount of value added in India, which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percentage}:-

- (i) 'Class-I local Supplier' with local content equal to or more than 50% (to be specified) or 50%, whichever is higher.

- (ii) 'Class-II local Supplier' with local content more than 20% (to be specified) or 20%, whichever is higher, but less than that applicable for Class-I local Supplier.
- (iii) 'Non-Local Supplier' with local content less than that applicable for Class-II local Supplier, in sub-paragraph (ii) above.

(c) Purchase Preference. Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to Class-I local suppliers in procurements undertaken (where the estimated value to be procured is more than 5 lakh) by procuring entities in the manner specified hereunder.

- (i) In the procurement of goods, which are divisible in nature, the Class-I local supplier shall get purchase preference over Class-II local supplier as well as Non-local supplier, as per following procedure:-

- (aa) Among all qualified bids, the lowest bid shall be termed as L1. If L1 is a Class-I local supplier, the contract for full quantity shall be awarded to L1.

- (ab) Among all qualified bids, the lowest bid shall be termed as L1. If L1 is Class-I local supplier, the contract for full quantity shall be awarded to L1.

- (ac) If L1 bid is not a Class-I local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the Class-I local suppliers shall be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such Class-I local supplier subject to matching the L1 price. In case such lowest eligible Class-I local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

- (ii) In the procurement of goods, which are not divisible, and in procurement of services where the bid is evaluated on price alone, the Class-I local supplier shall get purchase preference over Class-II local supplier as well as Non-local supplier, as per following procedure:-

- (aa) Among all qualified bids, the lowest bid shall be termed as L1. If L1 is Class-I local supplier, the contract shall be awarded to L1.

- (ab) If L1 is not Class-I local supplier, the lowest bidder among the Class-I local suppliers shall be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such Class-I local supplier subject to matching the L1 price.

- (ac) In case such lowest eligible Class-I local supplier fails to match the L1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local suppliers, within the margin of purchase preference, match the L1 price, the contract may be awarded to the L1 bidder.

(iii) Class-II local supplier shall not get purchase preference in any procurement undertaken by procuring entities.

(iv) **Margin of Purchase Preference.** The margin of purchase preference shall be L1+20%.

(d) **Verification of Local Content.**

(i) The Class-I local supplier/ Class-II local supplier at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for Class-I local supplier/ Class-II local supplier, as the case may be. They shall also give details of the location(s) at which the local value addition is made.

(ii) In cases of procurement for a value in excess of ₹ 10 crore, the Class-I local supplier/ Class-II local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

(iii) Complaints about Local Content declarations may be made through the channels of Procuring Entity.

(iv) False declarations shall be in breach of the Code of Integrity under Rule 175(1) (i)(h) of GFR 2017, for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of GFR 2017, along with such other actions as may be permissible under law.

(v) A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment.

(e) **Ineligibility Based on Reciprocity.** Entities from such countries identified as not allowing Indian companies to participate in their Government procurement, shall not be allowed to participate on reciprocal basis in this tender. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

23. **Public Procurement Policy for MSEs, 2012 (as amended in 2018 and subsequent amendments).**

(a) Policies of the Government to support Micro and Small Industries (MSEs) in comparison to the large-scale Industries shall apply to this procurement.

(b) MSEs shall be exempted from payment of Earnest Money Deposit and issued tender documents free of cost.

(c) MSEs which are interested in availing benefits on purchase preference (as given in Sub Paragraph 21(d) below), shall enclose with their offer, the proof of their being registered as MSE on Udyam.

(d) Purchase Preference. Subject to the provisions of this Policy and to any specific instructions issued by the Nodal Ministry or in pursuance of this Policy, purchase preference shall be given to MSEs in procurements undertaken as under:-

(i) Margin of Purchase Preference. The margin of purchase preference shall be L1+15%.

(ii) If a MSE bidder quotes a price within the band of the L1+15% in a situation where the L1 price is quoted by someone other than an MSE, the MSE bidders are eligible for being awarded 25% of the total tendered value if they agree to match the L1 price.

(iii) In case of more than one such eligible MSE, the 25% quantity is to be distributed proportionately among these bidders.

(iv) Every Central Ministry/ Department/ PSU shall set an annual target for 25% procurement from the MSE sector. Within this, a sub-target of 4% is reserved for MSEs owned by Scheduled Caste (SC)/ Scheduled Tribe (ST) entrepreneurs (at least 51% share shall be held by SC/ ST promoters) and 3% is reserved for procurement from MSEs owned by women (if they participate in the tender process and match the L1 price). Provided that, in the event of failure of such SC/ ST or Women MSE to participate in the tender process or meet tender requirements and L1 price, 4% sub-target shall be met from other MSEs.

24. **Support to Startups recognised by DPIIT.** The under-mentioned policies of the Government to support Startups recognised by DPIIT, as amended and revised till date, shall apply to this procurement

(a) Exemption from payment of Bid Security/ EMD.

(b) Conditions of prior turnover and prior experience may be relaxed for Startups, subject to meeting the Qualitative Requirements/ Technical Specifications. Decision of the Procuring Entity in this regard shall be final.

Eligibility Declarations

25. The following declarations shall be made by the Bidder and submitted along with the Bid:-

(a) **Rule 144 (xi) of the General Financial Rules 2017 - Restrictions on Certain Countries sharing Land-Borders with India.**

"We, M/s, hereby confirm compliance to all the stipulations of the clause on restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017 and declare as under:- We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; and solemnly certify that we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.

AND

We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on subcontracting to contractors from such countries; and solemnly certify that we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed) and we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.

AND

We have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India; and solemnly certify that we do not have any ToT arrangement requiring registration with the competent authority or, if having ToT arrangement with an entity from such a country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.”

(b) Make in India Status.

“We, M/s, having read and understood the Public Procurement (Preference to Make in India) (PPP-MII) Order, 2024 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, hereby submit a Self-Certification for Category of Suppliers, viz. Class-I Local Supplier/ Class-II Local Supplier/ Non-Local Supplier, giving the percentage of local content. [In case of Tenders above ₹ 10 crore, Class-I or ClassII Local Suppliers shall submit a certificate from statutory auditor/ cost accountant as per Sub-Paragraph 20 (d) (ii) above, along with the bid].

We also declare that we do not belong to any Country whose bidders are notified as ineligible on reciprocal basis under PPP-MII Order, 2024 (as amended and revised till date).

26. **Bidders applying under MSE and Startup Categories.**

(a) MSE Status. (Applicable for only those bidders applying under MSE category)

“We, M/s, having read and understood the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended and revised till date), do solemnly declare the following:-

(i) Type of Entity: (Please specify Company/ Partnership Firm/ Proprietary Concern/ Society/ Trust/ NGO/ Others)

(ii) Micro or Small Enterprise: (Please specify Type)

(iii) MSME Registering Body: (Please specify NSIC/ DIC/ KVIC/ KVIB/ etc.)

(iv) MSME Registration No.: (Enclose copy of registration certificate)

(v) Udyam Registration No.: (Enclose copy of registration certificate, if applicable)

(vi) Whether Proprietor/ Partner belongs to SC/ ST or Women category: (Please specify names and percentage of shares held by SC/ ST Partners)

(vii) MSE Registration Validity Date: (Please specify Terminal validity date)”

(b) Startup Status. (Applicable for only those bidders applying under Startup category)

"We, M/s, do hereby solemnly declare that we are a Startup entity as per the definition of the Department of Promotion of Industry and Internal Trade (DPIIT)." (Enclose copy of registration certificate issued by DPIIT)

Qualification Criteria

27. Experience and Past Performance.

(a) The firm must possess experience of having successfully completed similar works during last 5 years ending last day of month previous to the one in which applications are invited should be either of the following: -

- (i) Three similar completed works costing not less than Rs1,20,63,368.00
Or
- (ii) Two similar completed works costing not less than Rs.1,50,79,210.00
Or
- (iii) One completed work costing not less than Rs. 2,41,26,736.00

~~(b) The Bidder (manufacturer or principal of authorised representative — hereinafter referred simply as 'The Bidder') should have regularly for at least the last three years (change number of years as applicable), ending 31st March (or any other year ending followed in relevant country) of the previous financial year (hereinafter called 'The Relevant Date'), manufactured and supplied (/ erected/ commissioned), with the same or higher specifications (having/ with) (hereinafter called 'The Product'); and~~

~~(c) The bidder' should have manufactured and supplied (/ erected/ commissioned) at least numbers (herein after referred as 'The Qualifying Quantity') of 'The Product' in at least one of the last five years ending on 'The Relevant Date'; and out of which~~

~~(d) At least numbers of offered version/ model of 'The Product' should be in successful operation for at least years on the date of bid opening.~~

~~28. **Capability – Equipment & Manufacturing Facilities.** 'The Bidder' must have an annual capacity to manufacture and supply (/ erected/ commissioned) at least 'The Qualifying Quantity'.~~

29. Financial Standing (Under all Conditions).

(a) The average annual financial turnover of 'The Bidder' during the last three years, ending on 'The Relevant Date', should be at least ₹1,20,63,368.00 (annual outflow of Contract) (or equivalent in foreign currency at exchange rate prevalent on 'The Relevant Date') as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/ Cost Accountant in India or equivalent in relevant countries.

(b) The net worth of the Bidder firm (manufacturer or principal of authorised representative) on 'The Relevant Date' should not be less than 5% of the estimated value of the contract.

(c) The net worth of the Bidder firm (manufacturer or principal of authorised representative) should not be negative on 'The Relevant Date' and also should have not eroded by more than 30% (thirty percent) in the last three years, ending on 'The

Relevant Date'. [Note - In case of Indian Bidders/ companies (manufacturer or principal of authorised representative) who have been restructured by Banks in India under the statutory guidelines, such Bidders would be deemed to have qualified the Financial standing criteria, considering the institutional financial backing available to them.]

30. **Additional Criteria.**

(a) **Applicability to 'Make in India'**. Bidders (manufacturer or principal of authorized representative) who have a valid/ approved ongoing 'Make in India' agreement/ program and who meet all other criteria above, except for any one or more of the sub-criteria under Experience and Past Performance above, would also be considered to be qualified, provided:-

(i) Their foreign 'Make-in-India' associates (if applicable), meet all the criteria above without exemption; and

(ii) The Bidder submits appropriate documentary proof for a valid/ approved ongoing 'Make in India' agreement/ program.

(iii) The Bidder (manufacturer or principal of authorised representative) furnishes, along with the Bid, a legally enforceable undertaking jointly executed by himself and such foreign manufacturer (if applicable) for satisfactory manufacture, supply (and erection, commissioning, if applicable) and performance of 'The Product' offered, including all warranty obligations, as per the standard and special conditions of contract.

(b) **Authorised Representatives**. Bids of Bidders quoting as an authorised representative of a principal manufacturer would also be considered to be qualified, provided:-

(i) Their principal manufacturer meets all the criteria above without exemption; and

(ii) The principal manufacturer furnishes a legally enforceable tender-specific authorisation in the prescribed form, assuring full guarantee and warranty obligations as per the standard and special conditions of contract; and

(iii) The Bidder himself should have been associated, as an authorised representative of the same or other principal manufacturer for the same set of services as in the present Bid (supply, installation, satisfactorily commissioning, after sales service, as the case may be) for same or similar 'Product' for past three years ending on 'The Relevant Date'.

(c) **For Existing Successful Past Suppliers**. In case the Bidder (manufacturer or principal of authorised representative) who is a successful past supplier of 'The Product' in at least one of the recent past three procurements, does not meet any one or more of the requirements above, such a Bidder would also be considered to be qualified, in view of his proven credentials for the maximum quantity supplied by him in such recent past.

(d) **Joint Ventures and Holding Companies**. Credentials of the partners of Joint Ventures cannot (repeat cannot) be clubbed for the purpose of compliance of Pre Qualification Criteria in supply of Goods/ Equipment, and each partner must comply with all the Qualification Criteria independently. However, for the purpose of qualifying the Financial Standing Criteria, the Financial Standing credentials of a

Holding Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents proving such ownership.

(e) **Integration Experience** – For Cases involving Integration. Where a product involves integration, previous experience of not less than one year/ one project in integration of similar systems/ equipment with the same or higher specifications, shall be required.

Note for the Bidders:-

1. **Doctrine of Substantial Compliance.** The above Qualification Criteria are for shortlisting of sources who are competent to perform this contract to ensure best value for money from expenditure of Public Money. This process is neither intended to bestow any entitlement upon nor to create any rights or privileges for the Bidders, by way of overly hair-splitting or viciously legalistic interpretations of these criteria, disregarding the very rationale of the Qualification Criteria. Keeping this caveat in view, interpretation by Procuring Entity would be based on common usage of terminologies and phrases in public procurement in accordance with the 'Doctrine of Substantial Compliance' and would be final.
2. Along with all the necessary documents/ certificates required as per the tender conditions, the Bidder should furnish a brief write-up, backed by adequate data, explaining his available capacity (both technical and financial), for manufacture and supply of the required goods/equipment, within the specified time of completion, after meeting all his current commitments.
3. Supporting documents submitted by the Bidder must be certified as follows:-
 - (a) All copies of supply/work order/s; respective completion certificate/s and contact details of clients; documents issued by the relevant Industries Department/ National Small Industries Corporation (NSIC)/ manufacturing licence; annual report, etc., in support of experience, past performance and capacity/capability, should be authenticated by the person authorised to sign the Tender on behalf of the Bidder. Original documents must be submitted for inspection, if so demanded.
 - (b) All financial standing data should be certified by certified accountants, for example, Chartered Accountants/ Cost Accountants or equivalent in relevant countries; and the Indian Bidder or Indian counterparts of foreign Bidders should furnish their Permanent Account Number.

PART II - ESSENTIAL DETAILS OF ITEMS/ SERVICES REQUIRED

1. **Schedule of Requirements**. List of items/ services required is as follows:-

Request PROPSAL Contract OF CAMC FOR EQUIPENT AND SYSTEMS OF FOCWF INSPECTION BARGE

Technical Details:-

- (a) **Specifications/ drawings, as applicable.-NA**
- (b) **Technical details with technical parameters. NA**
- (c) **Requirement of training/ on-job training. -NA**
- (d) **Requirement of installation/ commissioning.-NA**
- (e) **Scope of Work - placed at Encl-3**
- (f) **Requirement of Technical documentation.- NA**
- (g) **Nature of assistance required after completion of warranty.-NA**
- (h) **Requirement of pre-site/ equipment inspection.-NA**
- (i) **Any other details, as considered necessary. -NA**

2. **Two Bid System**. In respect of Two Bid system, Bidders are required to furnish clause by clause compliance of specifications, bringing out clearly the deviations from specifications, if any. The Bidders are advised to submit the compliance statement placed at **Encl 2** of the RFP.

3. **Delivery Period**. Free onboard/ door step delivery should be made to the ultimate concerned consignee within the stipulated time period as so decided by the CFA, from the date of supply order/ work order. In case of items required urgently, the firm/ supplier will have to supply the same on urgent basis at the quoted price. The date of signing of SO/ WO will be counted as part of the DP.

4. **International Commercial Terms (Incoterms) for Delivery and Transportation ("E" / "F" / "C" / "D" Terms)**. Unless otherwise specifically agreed to by the Buyer and the Seller and incorporated in the contract, the applicable rules & regulations for transportation of goods will be as per the contemporary version of Incoterms evolved by the International Chamber of Commerce, Paris. Definition of Delivery Period is given below:

Ser	Terms of Delivery	Date of Delivery
(a)	Local Delivery at Site	The date on which the delivery is made at the consignee's site mentioned in the contract
(b)	EXW	The date the Seller delivers the goods to the Buyer at Seller's factory/ premises
(c)	FOR Station of Dispatch	The date on which the goods are placed by the Seller on rail with clear Rail Receipt
(d)	By Post Parcel	The date of postal receipt
(e)	Dispatch by Air	The date of Air Waybill.

(f)	FOR Destination	The date on which the goods reach the destination railway station specified in the contract, unless otherwise stated
(g)	CIP Destination	The date on which the delivery is effected at the destination mentioned in the contract
(h)	FAS Port of Shipment	The date on which the Seller delivers the goods alongside the vessel at the specified port of shipment. This date is reflected in the Bill of Lading.
(i)	FOB Port of Shipment	The date on which the Seller delivers the goods onboard the vessel at the specified port of shipment. This date is reflected in the Bill of Lading.
(j)	CIF Port of Destination	The date on which the goods actually arrived at the Destination Port.
(k)	DAP	The date on which the goods arrive at the place of delivery.

Notes:-

(i) The FAS, FOB & CIF terms of delivery are applicable for goods which are directly imported from foreign countries against the subject contract, and not imported already by the Seller under its own arrangement.

(ii) The CIP terms of delivery may be applied both for domestic as well as imported supplies.

5. Consignee Details-

The Officer-in-Charge
Fleet Maintenance Unit
Naval Dockyard
SBS Road
Mumbai - 400001

PART III - STANDARD CONDITIONS OF RFP

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the RFP mentioned below.

1. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The Contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract.** The Contract shall come into effect on the date of signing of the Contract or as mutually agreed by the Parties and shall remain valid until the completion of the obligations of the parties under the Contract. The deliveries and supplies and performance of the services shall commence from the effective date of the Contract.
3. **Arbitration.** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating performance, which cannot be settled amicably, may be resolved through arbitration. In case of arbitration with the FIRM and this unit on any issue, the final decision would be that of the Flag Officer Commanding-in-Chief, Western Naval Command. The arbitration will be governed by following: -
 - (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 or 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 New Delhi or 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.

(Note - In the event of the parties deciding to refer the dispute/s for adjudication to an Arbitral Tribunal then one arbitrator each will be appointed by each party and the case will be referred to the Indian Council of Arbitration (ICADR) for nomination of the third arbitrator. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees

of the third arbitrator, if appointed, shall be equally shared by the CUSTOMER and the FIRM).

4. **Penalty for use of Undue Influence.** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contract 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 or showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption, shall entitle the Buyer to cancel the Contract and all or any other Contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking has been committed, shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/ employee of the Buyer or to any other person in a position to influence any officer/ employee of the Buyer for showing any favour in relation to this or any other Contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to, termination of the Contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. **Agents/ Agency Commission.** The Seller confirms and declares to the Buyer that the Seller is the Original Equipment Manufacturer (OEM)/ OEM Authorised Subsidiary/ OEM Authorised Vendor/ Government sponsored Export Agency (applicable in the case of countries where domestic laws do not permit direct export by OEMs) 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 award the Contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage, it is discovered by the Buyer that the Seller has engaged any such individual/ firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this Contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any Supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller, who shall, in such an event, be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any Contracts concluded earlier with the Government of India.

6. **Access to Books of Accounts.** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the Contract as described in clauses relating to Agents/ Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/ information.

7. **Non-Disclosure of Contract Documents.** Except with the written consent of the Buyer/ Seller, other party shall not disclose the Contract or any provision, specification, plan, design, pattern, sample or information with proprietary markings thereof to any third party, unless required by either Government of the Parties or by Seller's suppliers solely for the purpose of performing the obligations under the Contract.

8. **Liquidated Damages (LD).** In the event of the Seller's failure to supply the stores/ goods/ any instalment thereof or fails to perform services, conduct trials, installation of equipment, training and MET as per schedule specified in a contract, the CFA, without prejudice to the rights of the purchaser to any other remedy for breach of contract, may recover from the contractor, a sum equivalent to 0.5% of the price {total cost (including elements of GST, freight/transportation and other variations like PVC/ERV etc.) of stores/incidental Works/Services, which the contractor has failed to deliver within the period agreed for delivery in the contract, for each week or part thereof. The total damages shall not exceed 5% of the Price {total cost (including elements of GST, freight/ transportation and other variations like PVC/ERV etc.) of stores/incidental Works/ Services. Any extension given by the buyer for delay attributable to buyer or on account of Force Majeure Clause is to be factored in delivery period.

(a) In case of inordinate delay this maximum deduction shall be 10% of the Price (total cost), as stated above, of stores/ incidental works/services supplied with delay.

(b) Inordinate Delays: Inexcusable delays of more than one-fourth (25%) of the total delivery period shall be treated as inordinate delays.

9. **Termination of Contract.** Without prejudice to any other remedy for breach of the Contract, such as removal from the list of registered suppliers, the Buyer shall have the right to terminate this Contract in part or in full, by giving Termination Notice to the Seller any time after the default, but prior to the intended termination date, in any of the following cases:-

(a) The Seller fails to honour any part of the Contract including failure to deliver the contracted stores/ render services/ achieve milestones in time as per the Contract for causes not attributable to Force Majeure for more than (..... weeks/ months) as related to the delivery period as per the Contract, or for a period greater than 50% of the scheduled delivery period for the overall Contract, whichever is earlier.

(b) The Seller is declared bankrupt or becomes insolvent.

(c) The performance in whole, or in part, or any obligation under this Contract is prevented or delayed by any reason of Force Majeure for a period exceeding 90 (ninety) days, provided Force Majeure clause is included in the Contract.

(d) The item offered by the Seller repeatedly fails in the inspection and/ or the Seller is not in a position to either rectify the defects or offer items conforming to the contracted quality standards.

(e) The Seller is found to have made any false or fraudulent declaration or statement or utilised the services of any person, party, firm or institution engaged as an agent to get the contract and made payment/ commission to such agents, or the Seller is found to be indulging in corrupt and unethical practices, directly or indirectly, to influence the award of the Contract.

(f) Any special circumstances that are to be recorded to justify the termination of the Contract.

(g) As per decision of the Arbitration Tribunal.

10. **Notices.** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or email or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Subletting.** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof, except with the prior consent of the Buyer in case of merger, amalgamation, consolidation, acquisition, change in control or similar transactions. For granting such consent, Buyer may require the Seller to enter into a Novation Agreement. The Seller may utilise its wholly owned subsidiary in India to provide product support related to the Contract. However, it shall not relieve the Seller of any obligation, duty or liability attributable to the Seller under the present Contract.

12. **Patents and other Industrial Property Rights.** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registration charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims, including claims from any third party at any time on account of the infringement of any or all such rights, whether such claims arise in respect of manufacture or use. The Seller shall have the sole responsibility to defend/ settle such claim(s). The Seller shall be responsible for completion of the supplies, including spares, tools, technical literature and training aggregates, irrespective of the fact of infringement of any or all these rights.

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

14. **Taxes, Duties and Levies.**

(a) All taxes, duties, levies and charges which are to be paid for the delivery of goods/ services, including advance samples, shall be paid by the parties under the present Contract in their respective countries (applicable in case of proposals involving foreign procurements).

(b) All indirect taxes and duties paid by the Seller on behalf of the Buyer will be reimbursed at actuals, or as quoted by the Seller, whichever is lower, based on production of documentary proof of payment.

(c) Bidders must indicate separately the relevant Taxes/ Duties (including GST/ IGST/ etc.) likely to be paid in connection with delivery of completed goods/services specified in the RFP. 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.

(d) If a Bidder is exempted from payment of any duty/ tax up to any value of supplies from them, he should clearly state that no such duty/ tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/ quantum of any duty/ tax, it should be brought out clearly. In such cases, relevant certificate/s will be issued by the Buyer later, to enable the Seller to obtain exemptions from taxation authorities.

(e) Bidders should note that in case any refund of any duty/ tax is granted to them by Central/ State authorities in respect of stores supplied under the Contract, they will pass on the credit to the Buyer immediately, along with a certificate that the credit so passed on, relates to the duty/ tax originally paid for the stores supplied under the Contract.

(f) Any upward revision in levies, taxes and duties levied by the Central/ State/ Local governments on final product as a result of any statutory variation taking place within Contract period, shall be allowed reimbursement by the Buyer, to the extent of actual quantum of such duty/ tax paid by the Seller. Similarly, in case of downward revision in any such duty/ tax, the actual quantum of reduction of such duty/ tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concessions, etc., if any, obtained by the Seller.

(g) Levies, taxes and duties levied by Central/ State/ Local governments on final product will be paid by the Buyer on actuals, based on relevant documentary evidence. Bidders are required to include the same in the pricing of their product. Taxes and duties on input items/ raw materials, and any variations thereof, will not be paid by the Buyer and they may not be indicated separately in the bids.

(h) Liquidated damages or any other recoveries should not be shown as deductions on the invoice, and GST shall be applicable on the Invoice Amount.

(i) In case of Price Variation or Exchange Rate Variation, or any other variation, GST shall be applicable on the net invoice value after the variation is taken into account.

(j) In case of profiteering by the Seller relating to GST tax, the Procuring Entity shall treat it as a violation of the Code of Integrity in the Contract and take any or all punitive actions thereunder, in addition to recovery and action by the GST authorities under the Act.

(k) Goods and Services Tax (GST):

(i) GST will be paid to the seller at the rate 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 or services or the benefit of input tax credit (ITC) shall be passed on to the recipient by way of commensurate reduction in prices". Further, in case it is detected by the government that any ITC has accrued to the seller as a 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 transitions.

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

(l) For imported stores, the Bidder shall quote prices thereof exclusive of customs duty and shall specify separately the CIF/ CIP/ any other INCOTERMS (as applicable) prices and total amount of customs duty payable. The Bidder will also indicate correctly the rate of customs duty applicable, along with the Indian Trade Classification

(ITC-HS) applicable. Customs duty if paid by the Seller will be reimbursed at actuals, on production of necessary documents.

OR

The Bidder will be exempt from payment of Customs Duty, for which Customs Duty Exemption Certificate (CDEC) will be provided by the Buyer.

(Strike out as applicable)

(l) Subsequent to the reimbursement of customs duty, the Bidder will submit to the Paying Authority concerned, a certificate to the effect that he has not obtained any refund of customs duty subsequent to the payment of duty to the Customs authority by him. In addition, he shall also submit to the Paying Authority concerned, a certificate immediately after a period of three months from the date of payment of the duty to the Customs authorities, to the effect that he has not applied for refund of the customs duty subsequent to the payment of duty to the Customs authorities by him.

(m) In case the Bidder obtains any refund of customs duty, subsequent to the payment of the same by him to the Customs authorities and reimbursement of the customs duty to him by the Paying Authority, he should forthwith furnish the details of the refund obtained and afford full credit of the same to the Buyer.

15. **Integrity Pact Clause.** An "Integrity Pact" would be signed between the Ministry of Defence/ Buyer and the Bidder for purchases **exceeding 5 crore**. This is a binding agreement between the Buyer and the Bidders for specific contracts in which the Buyer promises that it will not accept bribes during the procurement process and the Bidders promise that they will not offer bribes. Under this Pact, the Bidders for specific contracts agree with the Buyer to carry out the procurement in a specified manner. The Bidders are to submit the Integrity Pact along with their bids (Technical/ Commercial, whichever is earlier). The validity of the Integrity Pact shall be from the date of its signing and extend up to three years or up to 60 days beyond the date of completion of all contractual obligations including warranty to the complete satisfaction of both, the Buyer and the Bidder/ Seller, whichever is later. In case the Bidder is unsuccessful, the Integrity Pact shall expire after six months from the date of signing of the contract. The Format of Integrity Pact will be as per DPMF 14 is placed at **Encl-8**. The essential elements of the Pact are as follows:-

(a) A pact (Contract) between the Government of India (Ministry of Defence) (the authority or the "Buyer") and those companies submitting a tender for this specific activity (the "Bidder").

(b) An undertaking by the Buyer that its officials will not demand or accept any bribes, gifts, etc., with appropriate disciplinary or criminal sanctions in case of violation.

(c) A statement by each Bidder that it has not paid, and will not pay, any bribes.

(d) An undertaking by each Bidder to disclose all payments made in connection with the Contract in question, to anybody (including agents and other middlemen as well as family members, etc., of officials). The disclosure would be made either at the time of submission of Bids or upon demand from the Buyer, especially when a suspicion of a violation by that Bidder emerges.

(e) The explicit acceptance by each Bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the winning Bidder until the Contract has been fully executed.

(f) Undertaking on behalf of a Bidding company will be made “in the name and on behalf of the company’s Chief Executive Officer”.

(g) The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertakings:-

(i) Denial or loss of Contracts.

(ii) Forfeiture of any or all forms of security deposits/ bonds/ guarantees, including Performance Bond, submitted by the Bidder either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason therefor.

(iii) (Covered in item above) Liability for damages to the Buyer.

(iv) Provisions of Sanctions for violation of the Integrity Pact shall also be applicable for forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reasons for imposing sanction for violation of this Pact.

(v) Debarment of the violator by the Buyer for an appropriate period of time.

16. **Denial Clause**. In case the delay in delivery is attributable to the Seller or a non-Force Majeure event, any statutory increase in, or fresh imposition of any taxes/ duty, including customs duty, leviable in respect of the Stores specified in the said Contract, and/ or upward rise in prices due to the PV clause, and/ or any adverse fluctuation in foreign exchange, are to be borne by the Seller during the extended delivery period, while the Buyer reserves the right to get any benefit of a decrease in price on any aforesaid ground.

PART IV - SPECIAL CONDITIONS OF RFP

The Bidder is required to give confirmation of their acceptance of the Special Conditions of the RFP mentioned below.

1. Performance Guarantee.

(a) **Indigenous Cases.** The FIRM shall provide security deposit in form of Performance Bank Guarantee for 5% of the value of the Contract agreement in favour of The Officer in Charge FMU (Mbi) Credited through **The CDA NAVY, State Bank of India, Wodehouse Rd (Colaba), Mumbai, A/C No. 10136575108, IFSC Code SBIN0000572** issued by public sector bank or private sector bank authorized to conduct government business in the prescribed format is placed at **Encl-4** within **30 days** from date of Contract/ issue of work order. The PBG should remain valid for a period of **60 days** beyond the date of completion of contractual obligations/ warranty. The BG will be returned to the FIRM on successful completion of all his obligations under the Contract/ work order. In case the execution of the Contract/ work order is delayed beyond the contracted period and the purchaser grants extension of delivery period, with or without LD, the supplier must get the PBG revalidated, if not already valid.

(b) **Foreign Cases.** The Seller will be required to furnish a Performance Guarantee by way of a Bank Guarantee from any Indian Public or Private Sector Scheduled Commercial Bank or an International Bank of repute in favour of the Government of India, Ministry of Defence to be confirmed by the (Buyer's bank) equal to % of the total value of this Contract, i.e. for US \$ {US Dollars (in words) only}. Performance Bank Guarantee (PBG) should be valid up to 60 days beyond the period of warranty. The Performance Bank Guarantee shall be considered open upon receipt by the Buyer's Bank.

(c) In case any claims or any other Contract obligations are outstanding, the Seller will extend the Performance Bank Guarantee as asked for by the Buyer till such time as the Seller settles all claims and completes all Contract obligations including warranty. The Performance Bank Guarantee will be subject to encashment by the Buyer, in case the conditions regarding adherence to delivery schedule, settlement of claims and other provisions of the Contract are not fulfilled by the Seller.

(d) Provisions relating to sanctions for violation of the Integrity Pact shall also be applicable for forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason therefor.

~~2. **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 under the present Contract, in accordance with the same terms & conditions of the present Contract. This will be applicable within the original delivery period of the 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.~~

~~3. **Repeat Order Clause.** The Contract will have a Repeat Order Clause, wherein the Buyer can order up to 50% of the original ordered quantity under the present Contract within 06 months from the date of completion of supply under this Contract, at the same terms & conditions of the present Contract. 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.~~

4. **Tolerance Clause.** To take care of any changes in the requirement during the period starting from issue of RFP till placement of the Contract, Buyer reserves the right to

increase or decrease the quantity of the required goods/ services up to a limit of 50 %, without any change in the terms & conditions and the prices quoted by the Seller. While awarding the Contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

5. **Payment Terms for Indigenous Sellers.** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment 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 placed at **Encl-6**. Payment will be made as per the following terms, on production of the requisite documents:-

(a) 95% payment against Inspection note/ Proof of dispatch, duly supported by photocopy of the Bank Guarantee and against Consignee's provisional receipt. Balance 5% will be paid on receipt of items in good condition by the consignee(s) along with user's certificate of complete installation and successful commissioning.

OR

(b) 100% payment on delivery and acceptance by the user.

OR

(c) Stage-wise payments (To be defined as per complexity of the case).

OR

(d) Quarterly/ Half yearly/ Annual payments on submission of User clearance certificate in respect of AMC Contracts.

6. **Payment Terms for Foreign Sellers.**

(a) The payment will be arranged through a Letter of Credit from the Reserve Bank of India/ State Bank of India/ any other Indian Public Sector Bank as decided by the Buyer, to the Bank of the Foreign Seller. The Seller will give a notification within a specified period about the readiness of goods. Letter of Credit is to be opened by the Buyer within days on receipt of notification of readiness from the Seller. The Letter of Credit will be valid for days from the date of its opening, on extendable basis by mutual consent of both the Seller and Buyer.

OR

(b) If the value of the Contract is up to US \$ 100,000, payments will be made by Direct Bank Transfer (DBT). DBT payment will be made within 30 days of receipt of clean Bill of Lading/ AWB/ Proof of shipment and such other documents as are provided for in the Contract, but such payments will be subject to deductions of such amounts as the Seller may be liable to pay under the agreed terms of the Contract.

OR

(c) Stage-wise payments (To be defined as per complexity of the case).

OR

(d) Quarterly/ Half yearly/ Annual payments on submission of User clearance certificate in respect of AMC Contracts.

7. **Advance Payments.**

(a) No advance payment(s) will be made.

OR

(b) Advance payments may be made up to 15% against appropriate Bank Guarantee as per format at **Encl-5** or any authorised guarantee, as acceptable to the Buyer. The Advance Payment Bank Guarantee (APBG) shall be proportionately and automatically reduced (by percentage of advance) until full extinction along with and prorata to the value of each delivery of goods/ services as evidenced by the corresponding copy of document proving delivery {Joint Receipt Inspection (JRI) Certificate or Certified Receipt Voucher (CRV), issued by the Buyer} and invoices of deliverables supplied/ provided. Advance payment shall be made to the Seller within 30 days of the submission of APBG (Specify conditions to be met to make Advance Payment). If the Seller does not submit the required documents/ meet these conditions within 30 days (or as mutually agreed) from the date of contract signing, the period from the 31st day (or as applicable) to the date of actual submission of the documents, will be excluded for reckoning the delivery period/ date. Such delay will get addressed through LD subsequently, unless the Seller makes up this delay.

8. **Paying Authority.**

(a) **Indigenous Sellers.** (Name and address, contact details). The payment of bills will be made on submission of the following documents (as applicable) 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.
- (iii) Copy of EAS, Supply Order/ Contract with UO Number and date of IFA's concurrence, where required.
- (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 GST challan, Customs duty clearance certificate, proof of payment for EPF/ ESIC contribution with nominal roll of beneficiaries, etc., as applicable.
- (vii) Exemption certificate for taxes/ duties, if applicable.
- (viii) Copy of Advance Payment Bank Guarantee (APBG), if any.
- (ix) Guarantee/ Warranty certificate, if applicable.
- (x) Copy of Integrity Pact, Performance Bank Guarantee/ Indemnity bond, where applicable.
- (xi) DP extension letter with CFA's sanction, UO Number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or 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

Note:- From the above list, the documents that may be required depending upon the peculiarities of the procurement being undertaken, may be included in the RFP.

(b) **Foreign Sellers.** (Name and address, contact details). Paid shipping documents (as applicable) are to be provided to the Bank by the Seller as proof of dispatch of goods as per contractual terms so that the Seller gets payment from LC. The Bank will forward these documents to the Buyer for getting the goods/ stores released from the Port/ Airport. Documents will include:-

- (i) Clean on Board Air Waybill/ Bill of Lading.
- (ii) Original Invoice.
- (iii) Packing List.
- (iv) Certificate of country of origin of goods/ stores.
- (v) Certificate of Quality and current manufacture from OEM.
- (vi) Dangerous Cargo certificate, if any.
- (vii) Insurance policy of 110% if CIF/ CIP Contract, wherever applicable.
- (viii) Certificate of Conformity & Acceptance Test at PDI, signed by Buyer's and Seller's QA Dept., if provided for in the Contract.
- (ix) Phytosanitary/ Fumigation Certificate, if applicable.
- (x) Copy of Performance Bond.
- (xi) Warranty Certificate.

9. **Fall Clause.** The following Fall clause will form part of the Contract placed on successful Bidder:-

(a) The price charged for the stores supplied under the Contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offers to sell stores of identical description to any persons/ organisation, including the Purchaser or any Department of the Central Government or any Department of a State Government or any statutory Undertaking of the Central or State Government, as the case may be, during the period till performance of all obligations including warranty under the Contract/all Supply Orders placed during the currency of the Rate Contract (as applicable), is completed.

(b) If at any time, during the said period, the Seller reduces the sale price, sells or offers to sell such stores to any person/ organisation, including the Buyer or any Department of the Central Government or any Department of a 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 Seller shall forthwith notify such reduction or sale or offer of sale to the Procuring Entity and the price

payable under the Contract for the stores, shall stand correspondingly reduced. The above stipulation will, however, not apply to:-

- (i) Exports/ Deemed Exports by the Seller.
- (ii) Sale of goods such as drugs, which have expiry dates.

(c) The Seller shall furnish the following certificate to the Paying Authority, along with each bill for payment for supplies made against the Contract/ 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 the 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 the Contract/ all supply orders placed during the currency of the Rate Contract (as applicable), at a price lower than the price charged to the Government under the Contract, except for quantity of stores categories under sub-clauses (i) and (ii) of sub-para (b) above, details of which are given below:-

.....

.....

10. Exchange Rate Variation (ERV) Clause.

(a) Detailed time schedule for procurement of imported materials/ services and their value at the FE rates adopted for the Contract is to be furnished by the Indian Bidder as per the format given below:-

Year-Wise and Major Currency-Wise Import Content Break Up					
Financial Year (01 Apr to 31 Mar)	Total Cost of Imported Material / Services (In ₹ crore)	FE Content Outflow (Equivalent in ₹ crore)			
		USD (\$) Denominated	EUR (€) Denominated	GBP (£) Denominated	Other Currencies Denominated

(b) The Base Exchange Rate on the ERV reckoning date will be adopted for each of the major foreign currencies. The Base Exchange Rate will be the BC Selling Rate of the State Bank of India, Parliament Street, New Delhi. The ERV reckoning date will be the last date of submission of commercial bids as per the RFP.

(c) ERV will be payable/ refundable depending upon the exchange rate as prevalent on the date of transaction with reference to the Base Exchange Rate on the ERV Reckoning date. In cases where Option/ Repeat Order Clause is exercised, the date of reckoning of ERV will be the last date of submission of bids as per the RFP of the Original Procurement Case.

(d) The impact of notified ERV shall be computed

(e) ERV will not be admissible if it falls within a band of% or if the delivery period is less than one year.

(f) ERV clause will not be applicable during the extended delivery period, in case delivery periods are extended due to reasons attributable to the Seller.

(g) Procedure and periodicity for claiming ERV to be specified, as applicable.

11. Risk & Expense Clause.

(a) Should the stores or any instalment 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 instalment thereof, the Buyer shall, after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover Liquidated Damages (LD) as a remedy for breach of Contract, to declare the Contract as terminated, either wholly or to the extent of such default.

(b) Should the stores or any instalment thereof not perform in accordance with the specifications/ parameters provided by the Seller during the check-proof tests to be done in the Buyer's country, the Buyer shall be at liberty, without prejudice to any other remedies for breach of Contract, to terminate the Contract wholly or to the extent of such default.

(c) In case of a material breach that was not remedied within 45 days, the Buyer shall, having given the right of first refusal to the Seller, be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-

(i) Such default.

(ii) In the event of the Contract being terminated, either wholly or to the extent of such default, the balance of the stores remaining to be delivered thereunder.

(d) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier, as the case may be, over the Contract price appropriate to such default or balance, shall be recoverable from the Seller. Such recoveries shall not exceed% of the value of the Contract.

(e) The manner and method of such procurement from other source shall be at the discretion of the Buyer, and it shall not be necessary for the Buyer to notify the Seller of such procurement.

12. 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/ stores under the provisions of the present Contract), if the non-performance results from such Force Majeure circumstances as flood, fire, earthquake and other acts of God as well as war, military operations, blockade, or any other circumstances beyond the control of the parties, that have arisen after the conclusion of the present Contract.

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

(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 to 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 organisation of the respective country shall be 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/ Contract for the goods/ stores received.

13. **Buy-Back Offer.** Not Applicable

14. **Specifications.** The following Specifications clause will form part of the Contract placed on the successful Bidder:-

“The Seller guarantees to meet the specifications as per Part II of RFP and to incorporate the modifications to the existing design configuration to meet the specific requirements of the Buyer as per modifications/ requirements recommended after the Maintainability Evaluation Trials. All technical literature and drawings shall be amended as per the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical upgradation/ alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenisation or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques, along with necessary tools as a result of upgradation/ alterations will be provided to the Buyer free of cost within days of affecting such upgradation/ alterations.”

15. **OEM Certificate.** The bidder/supplier is to be OEM/authorized OEM dealer for providing services sought under this Tender Enquiry. OEM authorization certificate (or Proprietary Article Certificate issued by Indian Navy) to be provided during submission of bids. 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 authorised vendors subject to quality certification. Such quality certification arrangements are to be as per the satisfaction of the Purchaser and his Quality Assurance Organisation/ AHSP.

16. **Export Licence.** The Bidders are to confirm that they have requisite export licence from their Government and Authorisation from the manufacturing plant, in case they are not the OEM, to export the military/ non-military goods to India.

17. **Earliest Acceptable Year of Manufacture.** 2025. Quality/ Life certificate will need to be enclosed with the Bill.

18. ~~**Buyer Furnished Equipment.** The following equipment will be provided by the Buyer at his expense to the Seller:-~~

(a)

(b)

19. **Transportation.** As and when any equipments are required to be taken to FIRM's works for under taking repairs, which are not feasible at CLIENT's place, FIRM will arrange transportation of the equipment to and from their premises at their own cost with prior permission.

20. **Packing and Marking.** The following Packing and Marking clause will form part of the Contract placed on the successful Bidder:-

(a) The Seller shall provide packing and preservation of the equipment and spares/ goods contracted so as to ensure their safety against damage in the conditions of land, sea and air transportation, transshipment (if applicable), storage and weather hazards during transportation, subject to proper cargo handling. The Seller shall ensure that the stores are packed in containers, which are made sufficiently strong, and with seasoned wood. The packing cases should have hooks for lifting by crane/ forklift truck. Tags with proper marking shall be fastened to the special equipment, which cannot be packed.

(b) The packing of the equipment and spares/ goods shall conform to the requirements of specifications and standards in force in the territory of the Seller's country.

(c) Each spare, tool and accessory shall be packed in separate cartons. A label in English shall be pasted on the carton, indicating the under-mentioned details of the item contained in the carton. A tag in English with said information shall also be attached to six samples of the item. If quantity contracted is less than six, then tag shall be affixed to complete quantity contracted of the item. The cartons shall then be packed in packing cases as required.

- (i) Part Number :
- (ii) Nomenclature :
- (iii) Contract Annex Number :
- (iv) Annex Serial Number :
- (v) Quantity contracted :

(d) One copy of the packing list in English shall be inserted in each cargo package, and the full set of the packing lists shall be placed in Case No.1 painted in yellow colour.

(e) The Seller shall mark each package with indelible paint in the English language as follows:-

- (i) Contract No. :
- (ii) Consignee :
- (iii) Importer :
- (iv) Port/ airport of destination :
- (v) Ultimate consignee :
- (vi) SELLER :
- (vii) Package No. :
- (viii) Gross/ net weight :
- (ix) Overall dimensions/ volume :
- (x) The Seller's marking :

(f) If necessary, each package shall be marked with warning inscriptions: "Do not turn over", category of cargo, etc.

(g) Should any special equipment be returned to the Seller by the Buyer, the latter shall provide normal packing, which protects the equipment and spares/ goods from damage or deterioration during transportation by land, air or sea. In this case the Buyer shall finalise the marking with the Seller.

21. **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 in the Seller's country or specifications enumerated as per the RFP, and shall also include therein modifications to the stores suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the stores to be supplied under this Contract shall be new, i.e. not manufactured before 2025 (Year of Contract), and shall incorporate all the latest improvements and modifications thereto, and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past, if any. The Seller shall supply an interchangeability certificate along with the changed part numbers, wherein it should be mentioned that the item would provide as much life as the original item.

22. **Quality Assurance.**

(a) The quality of workmanship including materials/ spares is to be in compliance to the highest standards.

(b) All Quality Assurance Inspection/ test shall be undertaken by Ships Staff / FMU (MB).

(c) FIRM shall provide random sample of material used for repair of Engine to the FMU (MB) for inspection/ confirmation of material specification, along with certification from approved government testing laboratory as and when requested by the CLIENT.

23. **Inspection Authority.**

(a) **Inspections.**

(i) Final acceptance of repair/ maintenance works shall be undertaken by the ships staff after successful trials onboard the concerned ship.

(ii) No delay in work completion will be attributable to inspection delays.

(iii) The CUSTOMER may depute a representative as and when considered necessary for witnessing progress of trials. The FIRM will intimate telephonically the date and time of trial, at least, one working day in advance and provide the transport (motor car) for conveyance of the rep(s) from FMU (Mbi) to place of trial and back on each occasion of trial. Inspection of all relevant records will be undertaken by the representatives of the CUSTOMER under the directives of The Officer-In-Charge.

(b) **Acceptance/Job Completion Certificate.** On completion of successful trials/inspection onboard respective ships in harbour, a job completion certificate will be issued by the concerned ship/FMU (MB) to the FIRM not exceeding **15 days** from the date of completion of work.

(c) **Defects During Inspection.** Defects, if any, observed during the trials/inspection shall be rectified by the FIRM free of cost and the trials/inspection shall be repeated up to successful trials.

24. **Pre-Dispatch Inspection (PDI).** Not Applicable.

25. **Joint Receipt Inspection (JRI)**. Not Applicable.

26. **Franking Clause**. The following Franking clause will form part of the Contract placed on the successful Bidder:-

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

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

27. **Claims**. The following Claims clause will form part of the Contract placed on the successful Bidder:-

(a) The claims may be presented either:-

(i) On quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/ Insufficiency in packing.

OR

(ii) On quality of the stores, where quality does not correspond to the quality mentioned in the Contract.

(b) The quality claims for defects or deficiencies in quality noticed during the JRI shall be presented within 45 days of completion of JRI and acceptance of goods. Quality claims for defects or deficiencies in quality noticed during warranty period, shall be presented at the earliest but not later than 45 days after expiry of the warranty period. Quality claims shall be submitted to the Seller as per DPMF 18 placed at **Encl-10**.

(c) The quantity claims for deficiency in quantity shall be presented within 45 days of completion of JRI and acceptance of goods. The quantity claim shall be submitted to the Seller as per DPMF 19 is placed at **Encl-11**.

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

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

(f) Claims may also be settled by deduction of cost of deliverables under claim from Bank Guarantees submitted by the Seller or payment of claim amount by the Seller through demand draft drawn on any Indian Public or Private Scheduled Commercial Bank, in favour of the Principal Controller/ Controller of Defence Accounts concerned.

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

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 and 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 specifications and particulars contained/ mentioned in the 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 15 months 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 are discovered to be not conforming to the description and quality aforesaid or not giving satisfactory performance or have deteriorated, 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, so that the latter may undertake the balance of the lifetime requirements of the spares.

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

OR

(b) The following Warranty will form part of the Contract placed on the successful Bidder:-

(i) The Seller warrants that the goods supplied under the Contract conform to technical specifications prescribed and shall perform according to the said technical specifications.

(ii) The Seller warrants for a period of 12 months from the date of acceptance of stores by JRI or date of installation and commissioning, whichever is later, that the goods/ stores supplied under the Contract and each component used in the manufacture thereof, shall be free from all types of defects/ failures.

(iii) If within the period of warranty, the goods are reported by the Buyer to have failed to perform as per the specifications, the Seller shall either replace or rectify the same free of charge, within a maximum period of 45 days of notification of such defect received by the Seller, provided that the goods are used and maintained by the Buyer as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration of down time. Record of the down time would be maintained by the user in the logbook. Spares required for warranty repairs shall be provided free of cost by the Seller. The Seller also undertakes to diagnose, test, adjust, calibrate and repair/ replace the goods/ equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the Buyer and the Seller.

(iv) The Seller also warrants that necessary service and repair backup during the warranty period of the equipment shall be provided by the Seller, and he will ensure that the down time is within % of the warranty period.

(v) The Seller shall associate technical personnel of the Maintenance agency and the Quality Assurance Agency of the Buyer during warranty repair, and shall also provide the details of complete defects, reasons and remedial actions for defects.

(vi) If particular equipment/ goods fail frequently and/ or the cumulative down time exceeds % of the warranty period, the complete equipment shall be replaced free of cost by the Seller within a stipulated period of days of receipt of the notification from the Buyer. Warranty of the replaced equipment would start from the date of acceptance after JRI by the Buyer or date of installation and commissioning, whichever is later.

(vii) In case the complete delivery of Engineering Support Package is delayed beyond the period stipulated in the Contract, the Seller undertakes that the warranty period for the goods/ stores shall be extended by that extent.

(viii) The Seller will guarantee the shelf life of years under Indian tropical conditions, as given below:-

- (aa) Minimum temperature :
- (ab) Maximum temperature :
- (ac) Average Humidity :

(ix) For procurement of oils and lubricants, the following will be applicable:-

- (aa) The Seller warrants that the special oils and lubricants required during the warranty period of the equipment, shall be provided by the Seller himself.
- (ab) The penalty amounting to % of the value of the equipment shall be imposed on the Seller, in case the Seller refuses or fails to meet the requirement of oils and lubricants during the warranty period of the equipment.
- (ac) The Seller shall make available the detailed specifications of all oils and lubricants required to be used in the equipment at the line of initial delivery of equipment, to facilitate identification and development of indigenous equivalents to be used after expiry of the warranty period.

(c) The repairs done by the FIRM should be guaranteed for any defective workmanship or materials/ items as indicated in the scope of work. The guarantee shall be for a period of **06 months for services** and **12 months for spares** from the

date of successful trials. All re-work and additional expenditure arising out of poor workmanship will be the liability of the FIRM. Any incidental cost such as transportation etc for guarantee repairs will be borne by the FIRM during the guarantee period.

28. **Comprehensive Annual Maintenance Contract (CAMC) Clause.** The following AMC clause will form part of the Contract placed on successful Bidder:-

(a) The Repair and Maintenance will be catered through AMC/ CMC, for 12 months post completion of warranty. The AMC/ CMC would include requisite periodic maintenance, defect rectification, calibration & certification, obsolescence management, spares, tools, consumables, technical expertise, manpower, etc., as applicable. Requirement and scope of AMC/ CMC are elaborated at Annexure 03 . (to be elaborated as a separate Annexure to the RFP)

(b) Response Time. The response time of the Seller should not exceed 48 hours from the time the breakdown intimation is provided by the Buyer.

(c) Serviceability of % per year is to be ensured. This amounts to total maximum down time of days per year. Also, un-serviceability should not exceed days at one time. Required spares to attain this serviceability may be stored at site by the Seller at his own cost. Total down time would be calculated at the end of the year. If down time exceeds permitted down time, LD would be applicable for the delayed period.

(d) Maximum repair turn round time for equipment/ system would be 14 days. However, the spares should be maintained in a serviceable condition to avoid complete breakdown of the equipment/ system.

(e) Technical Documentation. All necessary changes in the documentation (Technical and Operators manual) for changes carried out on hardware and software of the equipment will be provided.

(f) During the AMC period, the Seller shall carry out all necessary servicing/ repairs to the equipment/ system under AMC at the current location of the equipment/ system. Prior permission of the Buyer would be required in case certain components/ subsystems are to be shifted out of location. On such occasions, before taking over the goods or components, the Seller will give suitable bank guarantee to the Buyer to cover the estimated current value of item/s being taken.

(g) The Buyer reserves its right to terminate the maintenance contract at any time without assigning any reason after giving a notice of 01 months. The Seller will not be entitled to claim any compensation against such termination. However, while terminating the Contract, if any payment is due to the Seller for maintenance services already performed in terms of the Contract, the same would be paid to it as per the Contract terms. In case total payments, including advance payment, if any, made to the Seller are more than the payments due for the services performed by the Seller, the difference in amount shall be returned by the Seller to the Buyer, through demand draft drawn on any Indian Public or Private Scheduled Commercial Bank, in favour of the Principal Controller/ Controller of Defence Accounts concerned.

29. **Survival after Termination or Expiry.** The following articles shall survive the termination or expiration of this Contract (Articles to be added/ deleted as appropriate):-

- (a) Non-Disclosure of Contract Documents.
- (b) Warranty.
- (c) Law.

- (d) Penalty for Use of Undue Influence.
- (e) Patents and Other Industrial Property Rights.
- (f) Product Support

30. **Mandatory Requirement.** The following are the requirement for undertaking the contract: -

- (a) **Manpower.** The FIRM has to provide three separate teams each comprising of 01 Chief Technician and 03 skilled workers exclusively for this Contract to enable undertaking repair jobs on at least 03 ships at a time.
- (b) **Workshop and Machinery.** The FIRM is required to have necessary infrastructure in **Mumbai** for undertaking all kinds of jobs as listed at BoQ attached at GeM portal. The firm should have sufficient facilities in Mumbai to carry out a detailed E & R and finalize the SoW.
- (c) **Stocking of the Material/ Tools.** In order to avoid in procurement of spares, the FIRM is required to procure and maintain the running stock of spares. Anticipatory spares for two engines sets and mandatory spares for one engine is to be stocked by the firm at any given time. These spares are to be replenished by the FIRM as and when they are consumed against respective work orders issued by this unit. Firm is required to maintain two set of critical spares at FMU (Mbi) as lead stock.
- (d) The firm shall provide all materials/ spares, requisite tools and test equipment's required for the repairs & satisfactory trials. The firm has to use genuine materials/ spares and conformity certificate for the same has to be submitted as and when sought by this office. The unit reserves the right to inspect the procurement vouchers for the spares. The firm should stock necessary critical spares. **A minimum stock level for these spares is to be maintained at all times for smooth operation of the rate contract and avoid any undue delays due to non-availability of spares.**
- (e) **Timeline.** Preliminary E&R by the firm will have to be done within 24 hours (depends on availability of ships at harbour) of reporting of defect by IN. Firm plan/ SoW with timelines are required to be furnished post initial E&R.
- (f) **Prebid Meeting.** The participating firm are required to attend the prebid meeting at FM(Mbi) Conference hall as promulgated by the Unit towards ascertaining the comprehensive Sow for repair and maintenance of the FOCWF barge.

31. **Response Time.** The contractor's representative is to report for undertaking defect rectification within 24-48 hours of reporting of defect excluding the day of reporting.

32. **Security Guidelines for FIRMs.** Mentioned below are certain security guidelines to be followed by all the representatives of the FIRM contracted by CUSTOMER for carrying out repairs of equipment/systems of IN ships. Detailed security instructions of the Naval Dockyard to the FIRMs may be perused from this office:-

- (a) **Cameras.** Cameras are not allowed to be brought inside Lion Gate. This restriction also applies to mobile phones with inbuilt cameras. Visitors can carry cell phones without camera in switched off mode & use it in presence of the escort for official purpose only as per existing orders.
- (b) **Laptop/Computers.** Computers are not allowed to be brought inside Lion Gate. In case of an inescapable requirement, explicit approval of CHSFO/ND (MBI) needs to be obtained through CUSTOMER for bringing computer inside Lion gate.
- (c) **Storage Media.** Storage media like pen/USB drive, portable HDD are not allowed to be brought inside Lion gate.

(d) **Personnel Visiting Ships.** Details of all personnel visiting IN ships/FMU need to be recorded at the gangway of the ship on working and holidays and they are instructed to remain within the working area and not loiter around to other part of ships/other ships. All personnel of the FIRM will be required to report to FMU first and will be deputed to various ships thereafter.

(e) **Personnel Driving Private Vehicles Inside Lion Gate.** FIRM should ensure that their representatives driving private vehicles inside Lion gate are holding valid passes/driving licenses and are in possession of valid registration, insurance and PUC papers of the subject vehicle.

(f) **Police Verification.** It is mandatory to obtain police verification for personnel visiting Naval Dockyard. FIRM is to compulsorily arrange the same for his employees within 10 days of signing the contract.

(g) **Uniforms.** The firm's employees are to be provided readily recognizable uniforms with the name of the firm imprinted thereon and they shall wear such uniforms at all times when working within the Yard premises or onboard.

33. **Safety Guidelines.** Safety guidelines to be followed by the Firm/ its personnel while executing the work onboard ships under the contract is placed at **Encl-9**.

PART V - EVALUATION CRITERIA & PRICE BID ISSUES

1. **Evaluation Criteria.** Broad guidelines for evaluation of the 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 the 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 on the basis of the lowest price quoted by the particular Bidder as per the Price Bid Format given at Paragraph 2 below for LCS or QCBS, as applicable. The consideration of taxes and duties in evaluation process will be as follows:-
 - (i) In cases where only Indian Bidders are competing, L1 bidder will be determined on all elements of costs including taxes and duties, etc., quoted by the Bidders.
 - (ii) In cases where both foreign and indigenous Bidders are competing, following criteria would be followed:-
 - (aa) In case of foreign Bidders, the total costs including customs duty and other similar import duties/ taxes, which will be contractually payable (to the Bidder) on the goods/stores, are to be added. In cases where customs duty exemption has been accorded, the customs duty amount is to be notionally added for the purpose of L1 determination.
 - (ab) In case of indigenous Bidders, the total costs including all taxes/ duties on fully formed equipment, would be added.
 - (d) In import cases, all the foreign quotes will be brought to a common denomination in Indian Rupees by adopting the exchange rate as BC Selling rate of the State Bank of India (SBI) on the last date for submission of the Price Bids. 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 the price.
 - (e) The Buyer reserves the right to evaluate the offers received by using the Discounted Cash Flow method at a discounting rate as per overnight MCLR of SBI on the last date of submission of the Price Bids. In case cash flow involves more than one currency, the same will be brought to a common denomination in Indian Rupees by adopting the exchange rate as BC Selling rate of the SBI on the last date for submission of the Price Bids.
 - (f) The Lowest Acceptable Bid will be considered further for placement of the Contract/ Supply Order after complete clarification/s and undertaking 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 undertake Apportionment of Quantity, if the Lowest Bidder is not in a position to supply full quantity within the stipulated time.
 - (g) Purchase Preference Evaluation. As per policies of the Government from time to time, the Procuring Entity will accord purchase preferences as per PPP-MII Order,

2024 and MSE Policy, 2012, updated till the date of issue of RFP. (h) Any other criteria as applicable to suit a particular case.

(h) 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.

(j) The taxes applicable are to be indicated separately. Bids submitted without mentioning taxes separately would be summarily rejected. If Nil taxes are mentioned the relevant notification/ exemption certificate should be indicated.

(k) Seller has to submit a copy of registration certificate under GST along with the bids. In case the firm is unregistered under GST, the same has to be communicated by the seller on their letterhead.

(l) 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. L1 will be decided on the overall total value of the rates of the serials multiplied by quantity.

(m) The buyer organization is an institution eligible for concessional rates of GST as notified by the Government of India (GoI). The goods for which bids have been invited fall under classification of GST concession and the conditions for eligibility of concession are met by the institution. A certificate to this effect will be issued by buyer to the seller after award of the Contract. **Sellers are requested to submit their bids after accounting for the Concessional rate of GST at 5%.**

(n) The Board of Officers evaluating the bids may call for additional documents, site visits, presentation etc in support of the facts and figures provided by the FIRM in the bids. FIRM not cooperating in the bid evaluation or failing to produce the additional documents etc as required by the committee will be rejected.

(p) Prices quoted by the FIRM should be precise and unambiguous. Rate per unit is to be quoted individually as per format for submission of 'Q' bid. Clarifications, if any, may be obtained from this office prior to submission of tender.

(q) FIRM is to quote for all categories mentioned in the 'Q' bid submission format.

(r) CUSTOMER may depute team to inspect FIRM's site to assess their competency with respect to availability of infrastructure, laboratory facilities and skilled work force.

2. Vendor Evaluation compliance matrix is attached at **Encl-2**.

3. **Price Bid Format**. Bidders are strictly required to fill the prices as per BoQ attached alongwith GeM bid on the GeM Portal.

4. **Incidental Jobs/ Damages**.

(a) During the course of work any equipment and materials removed from the ship shall be returned/ refitted back. In the event of existing piping, trunking, equipment wiring etc must be temporarily removed to facilitate repair work onboard, the FIRM shall subsequently reinstall in "as original condition" to the satisfaction of the CUSTOMER. The FIRM shall be responsible for the proper functioning of such rework items/systems.

(b) The FIRM is to bring inside naval premises items required for the jobs as per the scope of work, in only required quantities. Security & safe custody of material inside ND (MB) will be responsibility of the FIRM. The FIRM is not to dump items required for the job at any place on the jetty without obtaining prior written permission of CUSTOMER. Such permission will ordinarily be granted only for a short duration (24 hours) to enable arrangement to be made for the transportation of the scrap and debris. **The security and safe custody of materials inside Naval Dockyard premises will be the responsibility of the FIRM.**

(c) Any incidental damages occurred during the course of the work is to be rectified at your own cost.

5. **General Conditions.**

(a) All work will be carried out only during the normal working hours/days of the dockyard as per scope of work as per Annexure C to the TE. The firm is also required to undertake the works during off working Hours and Holidays in case of emergent requirement.

(b) Work is to be undertaken in accordance with clearance accorded by SS/ User department, in a time frame, as agreed upon for each case with the user department.

(c) The FIRM shall indemnify The Officer-in-Charge, Fleet Maintenance Unit, Mumbai against any claim for compensation arising out of the negligence on the FIRM's part. The FIRM is also to insure his entire labourer against accident/ risk.

(d) Details regarding workers employed, wages and overtime, as required to be furnished to FMU (MBI) (being the principal employer) in accordance with CLRA are to be provided by the firm to the user department within a week of completion of the work. Furnishing of all such mandatory details in the specified format/ template (provided by the Yard) would be the responsibility of the firm.

(e) Work completion for each task undertaken would be issued and all issues including quality, time frames and coordination will be undertaken by the CUSTOMER. The work completion certificate will be signed post inspection by ship's staff. The certificate will clearly indicate the details of spares undertaken to rectify the defect.

(f) As and when required, the work may be overseen by the user department/ SS and corrective steps recommended to avoid any damage during movement. The FIRM is liable to abide by such recommendations provided.

(g) The FIRM must provide first aid boxes at the place of work. All supervisors employed by the FIRM should be trained in administering first aid/ resuscitation / artificial breathing etc., in evacuation of casualties.

(h) The safety and security of men and the equipment shall be the responsibility of the FIRM.

(j) Personnel employed by the FIRM must be sufficiently skilled to undertake specific jobs should have adequate awareness with regard to quality of work and safety.

(k) CUSTOMER may depute team to inspect FIRM's site to assess their competence with respect to availability of infrastructure, laboratory facilities and skilled work force.

6. **Methodology for Attending to Repairs.**

(a) FIRM has to carry out preventive maintenance as per sow i.e each quarter and is to carry out the diagnosis of the defect and repairs / replace defective spares with new ones when intimated by the CUSTOMER as per Scope of Work placed at Enclosure 3. The bills will be raised for the actual consumption of spares and services based on individual work order raised from time to time.

(b) Bills will be processed by the CLIENT on quarterly basis based upon the work orders issued by this unit and submission of documents as per para (a) above.

(c) The rate applicable to attend to these defects will cover serviceability/ functional/ on board checks of all assemblies/ sub-assemblies and will be on per work order basis irrespective of no. of Engineers/ Technicians working on job and these rates will be exclusive of GST. Format for quoting for the same is uploaded on the DP portal. GST will be paid at Actual.

7. **Tools required for Services.** The FIRM has to cater for the requirement of all tools required to undertake the work as brought out vide enclosure 3. All tools used have to be necessarily of OEM make and necessary documents to confirm the same are to be submitted. The requisite tools and equipment's required for work at site shall be bought by your FIRM at own cost.

8. **Spares required for Services.** The FIRM has to cater for requirement of all spares required to undertake the overhaul/ repair. All spare parts used have to be necessarily of original OEM make and necessary documents to confirm the same are to be submitted after repairs. The requisite tools and equipment's required for work at site shall be bought by your FIRM at own cost. Lead time if any for procurement of spares may be indicated in your quotation.

9. **Transportation and Material Handling.** As and when any equipment/ assembly/ sub-assembly is required to be taken to the FIRM's workshop for undertaking repairs, which are not feasible at the client's place, the FIRM will arrange necessary transportation of the equipment to and from their premises and also arrange labour for loading and unloading of equipment at **own cost** with prior permission.

10. **Gate Pass.** Unescorted entry passes for Naval Dockyard, Mumbai will be issued for three personnel and one vehicle (car / tempo) with respective drivers as nominated by FIRM for ease of entry and exit through Lion Gate / Tiger Gate. The FIRM will be required to furnish the necessary police verification certificates and others documents in respect of its personnel and vehicles within 10 days from the time of signing the contract. These passes shall be valid for the period of Contract and for a further period of 01 month to complete the ongoing jobs. Gate pass will be issued by the concerned ship, in quadruplicate, for collection/delivery of items, as and when applicable. The same should be endorsed on reverse by duty JCO at Lion Gate / Tiger Gate at the time of taking the item out of and bringing it back into Naval Dockyard for maintaining proof of dispatch and receipt. The FIRM shall be required to submit one copy of this gate pass along with the bill to the CUSTOMER.

11. **Incidental Jobs/ Damages.**

(a) During the course of work any equipment and materials removed from the ship shall be returned/ refitted back. In the event of existing piping, trunking, equipment wiring etc must be temporarily removed to facilitate repair work onboard, the FIRM shall subsequently reinstall in "as original condition" to the satisfaction of the

CUSTOMER. The FIRM shall be responsible for the proper functioning of such rework items/systems.

(b) The FIRM is to bring inside naval premises items required for the jobs as per the scope of work, in only required quantities. Security & safe custody of material inside ND (MB) will be responsibility of the FIRM. The FIRM is not to dump items required for the job at any place on the jetty without obtaining prior written permission of CUSTOMER. Such permission will ordinarily be granted only for a short duration (24 hours) to enable arrangement to be made for the transportation of the scrap and debris. **The security and safe custody of materials inside Naval Dockyard premises will be the responsibility of the FIRM.**

(c) Any incidental damages occurred during the course of the work is to be rectified at your own cost.

12. **Stages of Inspection / Trials.**

(a) **Inspections.**

(i) Final acceptance of the job shall be undertaken by the FMU staff/ ships staff after successful trials onboard the concerned ship.

(ii) The CUSTOMER may depute a representative as and when considered necessary to undertake inspections onboard to check the quality of repairs being undertaken. Inspection of all relevant records will be undertaken by the representatives of the CUSTOMER under the directives of The Officer-In-Charge.

(iii) No delay in work completion will be attributable to inspection delays.

(iv) Spares used for repairs are to be on record and should be feasible to identify through the FIRM's own part number.

(b) **Acceptance/Job Completion Certificate.** On completion of successful trials/ inspection onboard respective ships in harbour, a job completion certificate will be issued by the concerned ship/FMU (MBI) to the FIRM.

13. **Defects During Inspection.** Defects, if any, observed during the trials/inspection shall be rectified by the FIRM free of cost and the trials/inspection shall be repeated up to successful trials.

14. **Time Frame to Complete Work.**

(a) The maximum time for completion of repairs/ maintenance given shall not exceed 03 days. The FIRM would also be called upon to work on urgent repairs on any day of week / during off working hours.

(b) The maintenance is to be undertaken at Mumbai and Karwar, however, ~~breakdown assistance to be provided at all major ports (Porbandar, Goa, Kochi, Tuticorin, Chennai, Visakhapatnam, Paradip and Kolkata) of including Port Blair. Breakdown assistance to be provided within 48 hours of reporting of defect by FMU(Mbi) for all ports except Port Blair. For Port Blair breakdown assistance to be rendered within 72 hours of reporting of defect by FMU(Mbi).~~

(c) **Delivery Period.** Free onboard/ door step delivery should be made to the ultimate concerned consignee within the stipulated time period as so decided by the

CFA, from the date of supply order/ work order. In case of items required urgently, the firm/ supplier will have to supply the same on urgent basis at the quoted price. The date of signing of SO/ WO will be counted as part of the DP.

(d) **Delivery Period Extension.** DP extension will be granted for Force Majeure case. Besides Force Majeure cases DP extension will be granted in exceptional cases. In such case the firm/ supplier shall seek a prior extension before the expiry of validity period with valid justification.

15. **Minimum Wages Act.** The wages payable to the laborers should not be less than the minimum wages promulgated by the Government authorities as on the date of bid opening, failing which the bids will be rejected.

FORMAT FOR TECHNICAL BID

1. The Technical Bid should consist of the documents in the sequence given below.-
 - (a) Index page indicating the technical bid contents with appropriate page numbers.
 - (b) The Compliance Matrix for Vendor Evaluation Criteria stated at **Enclosure 2**, along with the required supporting documents (subjected to verification) in the same sequence.
 - (c) Assumptions, Exclusions, Concessions, Deviations on the **Standard** and **Special Conditions** of Tender Enquiry.
 - (d) Any additional relevant document on Company Profile, Employee Profile etc not exceeding 10 pages.

Note- Technical Bids not submitted in accordance with above format would be rejected.

**VENDOR EVALUATION COMPLIANCE MATRIX OF –CAMC FOR EQUIPMENT AND
SYSTEMS OF FOCWF INSPECTION BARGE**

Sl. No.	RFP Part	RFP PARAs	CRITERIA / Acceptable Range	Compliance/ Within Range (Yes/No)	Reasons for Non-Compliance	Supporting Documents Required
1.		1	Job Description			
2.		5	Period of Contract			
3.		7	Forwarding of Bid (GST No.etc)			Photocopy of certificate's required
4.		8	Two Bid System			
5.		9	Submission of Bids			Required
6.		10	Clarifications regarding Contents of TE			
7.		10	Right of acceptance or rejection of Tender			
8.		11	Modification and Withdrawal of Bids			
9.		12	Clarifications regarding content of Bids			
10.		13	Rejection of bids			
11.		14	Contact person			Required
12.		15	Unwillingness to quote			
13.		16	Validity of offer			
14.		17	EMD			If applicable
15.		18	Bid security declaration			Required
16.		20	Eligibility Conditions			Required
17.		21	Conflict of Interest among Bidders/ Agents			
18.		22	Preference to Make in India			Required
19.		23	MSEs			Required
20.		24	Startup			If applicable
21.		25	Eligibility Declarations			Required
22.		27	Qualification Criteria			Required
23.		29	Financial Standing			Required
24.		30	Additional Criteria			Required
25.		1	Schedule of Requirements			
26.		2	Technical Details			
27.		3	Two Bid System			
28.		4	Delivery Period			
29.		5	Delivery and Transportation			

30.	(Essential	6	Consignee Details			
31.	PART III - STANDARD CONDITIONS OF RFP	1	Law			
32.		2	Effective date of the Repair Rate contract			
33.		3	Arbitration			
34.		4	Penalty for Use of undue influence			
35.		5	Agents/Agency Commission			
36.		6	Access to books of accounts			
37.		7	Non-disclosure of Repair Rate contract documents			
38.		8	LD			
39.		9	Termination of Repair Rate contract			
40.		10	Notice			
41.		11	Transfer and sub-letting			
42.		12	Patents and other Industrial Property Rights			
43.		13	Amendments			
44.		14	Taxes and Duties			
45.		15	Integrity Pact Clause			
46.		16	Denial Clause			
47.	PART-IV	1	Performance Bank Guarantee			
48.		2	Option Clause			
49.		3	Repeat Order Clause			
50.		4	Tolerance Clause			
51.		5	Payment Terms for Indigenous Sellers			
52.		6	Payment Terms			
53.		7	Advance Payments			
54.		8	Paying Authority			
55.		9	Fall clause			
56.		10	Exchange Rate Variation			
57.		11	Risk and cost			
58.		12	Force Majeure Clause			
59.		13	Buy-Back offer			
60.		14	Specifications			
61.		15	OEM Certificate			Required
62.		16	Export Licence			
63.		17	Earliest Acceptance			
64.		18	Buyer Furnished			
65.		19	Transport			
66.		20	Packing and Marking			
67.		21	Quality			
68.		22	Quality Assurance			
69.		23	Inspection Authority			

70.	(Special Conditions)	24	Pre-dispatch inspection			
71.		25	Joint Receipt Inspection			
72.		26	Franking Clause			
73.		27	Claims			
74.		28	AMC clause			
75.		29	Survival after Termination			
76.		30	Mandatory Requirement			Required
77.		31	Response Time			
78.		32	Security Guidelines			
79.		33	Safety Guidelines			
80.	PART-V Production Conditions	1	Evaluation Criteria			
81.		2	Compliance statement			
82.		3	Price Bid format			Required
83.		4	Incidental Jobs/ Damages			
84.		5	General conditions			
85.		6	Methodology for attending to repairs			
86.		7	Tools Required for Services			
87.		8	Spares Required for Services			
88.		9	Transportation			
89.		10	Gate Pass			
90.		11	Incidental Jobs/ Damages			
91.		12	Stages of Inspection / Trials			
92.		13	Defect during inspection			
93.		14	Time frame to complete work			
94.		15	Minimum wages act			

SCOPE OF WORK

Scope of Work. Detailed Scope of work/ Services, which may be required to be rendered, is placed below. The FIRM is required to submit quotation for services as per format for quotation placed at GeM Portal.

CAMC for equipment and systems of FOCWF Inspection BARGE

Scope of work for CAMC for equipment and systems of FOCWF Inspection BARGE						
ENGINEERING						
SE R	SECTION	ROUTINE	DESCRIPTION	No of Equipm ent	No o f Routi ne Per Year	No of Routi ne in 3 Yrs
GEAR BOX (MAKE-HANGZHOU ADVANCE GEARBOX GROUP CO: LTD, MODEL-HCA302)						
1	ENGG	250 HOURLY/ MONTHLY 6	• CHECK FOR ANY OIL LEAK, RECTIFY IF ANY • TIGHTEN ALL EXTERNAL THREADED FASTENERS • ADJUST SHIFT CONTROL LINKAGE • CLEAN FILTER ELEMENT, REPLACE IF REQUIRED • CLEAN TRANSMISSION EXTERNALLY • LUBRICATE EXTERNAL MOVING PARTS • INSPECT SEALING RING AT OIL INLET	2	2	6
DA(MAKE- GREAVES COTTON LTD, MODEL-4G11T)						
2	ENGG	250 HOURLY / MONTH 12	• CLEAN COARSE FUEL FILTER • CHANGE AIR FILTER • CHANGE OIL FILTER • CHANGE FUEL FILTER • CHANGING OIL • CLEANING UP RADIATOR FINS • ADD COOLANT ADDICTIVE • CHECKING UP VALVE CLEARANCE AND SET IF NECESSARY	1	1	1
3	ENGG	1000 HOURS OR 24 MONTH	• 250 HOURS ROUTINE	1	1	3

- TIGHTENING UP EXTERNAL FASTENERS
- CLEAN INJECTORS,NOZZLE AND SPRAY CHANGER IF NECESSARY
- CLEANING OF FUEL TANK(OR ATLEAST ONCE IN A YEAR)
- CHECK ENGINE PROTECTION SYSTEM
- CLEANING CAC AND HE

EDA (MAKE COTTON GREAVES , MODEL-5/4 KVA)

4	ENGG	250 HOURLY/ Yearly	• REPLACE OIL • REPLACE OIL FILTER • REPLACE FUEL FILTER • INSPECT AIR FILTER, CLEAN IF REQUIRED • TEST COOLANT SAMPLE, TOP UP IF REQUIRED • INSPECT ALL BELTS AND HOSES, REPLACE IF REQUIRED • CHECK ALL ELECTRICAL CONNECTIONS, TIGHTEN ALL	1	1	3
5	ENGG	750HOURLY/ YEARLY	•CHANGE OIL •REPLACE FUEL ,OIL AND COOLANT FILTERS •CHECK AND ADJUST VALVE CLEARANCE •FUEL TANK CLEANING •CLEAN EXHAUST SILENCER •FLUSH THE COOLANT SYSTEM •CARRY OUT LOAD TEST	1	1	1
PROPELLER						
6	ENGG	ANNUAL	•BOTH PROPELLER WITH THREADED KEY WAYS ARE TO BE EXAMINED AND REPAIRED/REPLACED AS NECESSARY	1	1	3

			•EXAMINE PROPELLER LOCK NUTS AND CUPS, CHANGE IF REQUIRED •INSPECT A & P BRACKET ,REPAIR REPLACE DEFECTIVE •COMPONANTS OR ASSEMBLIES AS NECESSARY, CHECK BUSHES CLEARANCE •REPLACE SHAFTS ZINC ANODES •INSPECT STERN TUBES, CHECK CLERANCE, REPAIR /REPLACE DEFECTIVE COMPONANTS •INSPECT STERN TUBES GLAND PACKING, REPLACE IF REQUIRED •INSPECT STERN TUBE COOLING SYSTEM, REPAIR /REPLACE DEFECTIVE COMPONANTS •UNDERTAKE ALIGNMENT CHECKS BETWEEN BOTH RG AND SHAFTS			
VALVES						
7	ENGG	OCCASIONALLY/ANN UALLY	•OVERHAULING, REPAIR/REPLACEME NT OF ALL VALVES	8	1	3
FRESH WATER SYSTEM						
8	ENGG	SIX MONTHLY/ OCASSIONALY	•CHECK OPERATION OF PUMP, REPLACE OR REPAIRE IF ANY DEFECTIVE PART •CHECK OPERATION OF VALVES •CHECK HYDROPHORE TANKS AND SENSOR •CHECK FRESH WATER LEVEL INDICATOR SENSOR,REPLACE IF DEFECTIVE •CLEAN TANKS	1	2	6
BILGE OIL SPERATOR(MAKE-RIVERTTRACE, SMART BILGE)						
9	ENGG	YEARLY	•REPLACE WIPER RING ON THE	1	1	3

			MANUAL CLEAN ASSEMBLY •CARRY OUT CALIBRATION OF SMART BILGE	1	1	3
FIRE MAIN AND BILGE PUMP OUT SYSTEM						
10	ENGG	YEARLY	•REPAIR /REPLACE BEARING, MECHANICAL SEAL, SLEEVES AND THRUST WASHER IF REQUIRED	1	1	3
			•REPAIR OR REPLACEMENT OF HYDRANTS IF DEFECTIVE	1	1	3
			•REPAIR OR REPLACE DEFECTIVE PRESSURE GAUGE	1	1	3
STEERING SYSTEM & EMERGENCY STEERING(MAKE- MAC-N-HOM, MODEL- JUMBOZ-500E						
11	ENGG	YEARLY	•CHECK SYSTEM FOR OIL LEAKAGE,RECTIFY	1	1	3
			•REPLACE OIL	1	1	3
			•CHANGE HYDRAULIC ACTUATOR SEALS	1	1	3
			•INSPECT RUDDER AND REPLACE FASTENERS AND FITTINGS IF REQUIRED	1	1	3
SPLIT ACS						
12	ENGG	SIX MONTHLY	•ALL ACS SERVICING	5	1	15
		OCCASIONALLY	•REPLACE/ REPAIR IF ANY COMPONENTS DEFECTIVE	5	1	15
GREY WATER SYSTEM						
13	ENGG	MONTHLY /OCCASSIONALLY	•CHECK OPERATION OF PUMP,REPLACE OR REPAIR IF ANY DEFECTIVE PART	1	1	3
			•CHECK OPERATION OF VALVES	1	1	3
			•CHECK GREY WATER LEVEL INDICATOR SENSOR, REPLACE IF DEFECTIVE	1	1	3
RO PLANT						
14	ENGG	SIX MONTHLY	•SERVICING AS PER OEM MANUAL	1	1	3
		OCCASSIONALLY	•REPLACE/REPAIR IF ANY COMPONENTS FOUND DEFECTIVE	1	1	3
DD PUMPS						

15	ENGG	OCASSIONALLY	•REPAIRE OR REPLACE BEARING,MECHANIC AL SEAL IF REQUIRED •REPLACE OR REPLACE DEFECTIVE PART,IF ANY	1	1	3
SUBMERSIBLE PUMPS						
16	ENGG	OCASSIONALLY	•REPAIRE OR REPLACE BEARING,MECHANIC AL SEAL IF REQUIRED	1	1	3
MANUAL FIRE PUMP AND BILGE PUMP						
17	ENGG	OCASSIONALLY	•REPAIRE OR REPLACE BEARING,MECHANIC AL SEAL IF REQUIRED	1	1	3
FUEL SYSTEM						
18	ENGG	ANNUAL	•CLEAN ALL TANKS	1	1	3
		OCASSIONALLY	•INSPECT PIPES AND UNIONS FOR ANY LEAKAGE AND RECTIFY	1	1	3
			•REPAIR OR REPLACE DEFECTIVE VALVES	1	1	3
			•REPAIR OR REPLACE DEFECTIVE SENSOR AND LEVEL GAUGE	1	1	3
ELECTRICAL BATTERIES						
19	ELECTRIC AL	SIX MONTHLY	• REMOVED BATTERY FROM BOX AND CLEAN WELL	12	24	72
		ANNUAL ROUTINE	• OVERHAUL THE BATTERY AND REPLACE IF BER	12	12	36
SWITCHBOARD INCLUDING DC SWITCHBOARD/PANELS/DBS/JBS(415V,230V , 24VDC & 12 VDC)						
20	ELECTRIC AL	MONTHLY	• INSPECT THE SWITCHBOARD CABLES/WIRING, LUGS, CONNECTORS AND OTHER COMPONENTS; CARRYOUT REPAIRS/REPLACEMENT OF COMPONENTS AS NECESSARY	1	1	3
			• MEASURE INSULATION RESISTANCE: IF IT IS	1	1	3

			LESS THAN 2:0 MEGA OHMS, RECTIFY THE CAUSE OF LOW INSULATION • CHECK CONTROL SUPPLY VOLTAGE, IF FOUND UNSAT, DI/DR TO BE CARRIED OUT • REPAIR/REPLACE WHEN DEFECTIVE, ABSOLUTE OR BER	1	1	3
		ANNUAL	• CALIBRATE INSTRUMENTATION AND RENDER CERTIFICATE • CHECK BREAKERS AND PROTECTIVE DEVICES FOR OPTIMUM PERFORMANCE IF DEFECTIVE REPLACE IT	1	1	3
				1	1	3
RAYMARINE MFD, AIS, RADAR AND ECHO SOUNDER						
21	ELECTRIC AL	MONTHLY	•CHECK AIS ANTENNA INTACTNESS AND SECURED PROPERLY AND CLEAN FOR ANY SALT DEPOSITE & APPLY SILICON SEALENT ON THE END CONNECTORS FOR WATER PROFFING •CHECK THE INSULATION OF CABLE AND ANTENNA OF THE AIS UNIT •CHECK THE CONNECTION BETWEEN DISPLAY UNIT AND SENSOR IDS FASTENED PROPERLY •CHECK DISPLAY PERFORMANXCE, REPLACE IF SUBOPTIMAL	1	4	12
				1	4	12
				1	4	12
22	ELECTRIC AL	ANNUAL	•CHECK THE GROUNDING CABLE AND CLEAN THE CONTACTS AND RECONNECT IT •CHECK THE BUFFER UNIT FOR ANY DAMAGE AND PROPER FUNCTION	1	1	3
				1	1	3

			•SWITCH ON EQUIPMENT AND SLECT PPI MODE BY ADJUSTING DESIRED RANGES •MEASURE CHARACTERISTICS IMPENDENCE OF ANTENNA FEEDER •CARRY OUT PERFORMANCE TEST & FUNCTIONAL TEST AT SHOP FLOOR FOR HATS •TEST ALL MODULE AND PCBs AS PER TECHNICAL REPAIR AND MAINTENANCE MANUAL •CARRY OUT CLEANING OF ANTENNA AND PAINT WITH RF PAINT •RENEW ALL SHOCK VIBRATION MOUNTING AND EARTHING WIRE STRIPS			
23	ELECTRIC AL	OCASSIONALLY	•SOFTWARE UPDATION			
BATTERY CHARGER AND RECTIFIER(MAKE- WAVES ELECTRONICS)						
24	ELECTRIC AL	3 MONTHLY	• CARRY OUT VOLTAGE CHECKS: IF UNSAT, UNDERTAKE OVERHAUL AND REPAIR	2	2	6
		YLY	• REPAIR/REPLACE WHEN DEFECTIVE, ABSOLUTE OR BER	2	2	6
VHF COMMUNICATION SETS						
25	ELECTRIC AL	MONTHLY/ OCASSIONALLY	•SERVICEABILITY CHECKS AND CALIBRATION OF THE EQUIPMENT	1	4	12
			•CARRY OUT CHECKS, REPAIR/REPLACE COMPONENTS WHEN DEFECTIVE			
PA SYSTEM						
26	ELECTRIC AL	MONTHLY/ OCASSIONALLY	•CARRY OUT ALL OPERATIONAL CHECKS OF THE EQUIPMENT			
			•CHECK MECHANICAL DAMAGE AND SPEAKERS AND	1	1	3

			REPLACE IF FOUND SUBOPTIMAL			
			•REPAIR /REPLACE WHEN DEFECTIVE, OBSOLETE OR BER			
SOUND POWER TELEPHONE						
27	ELECTRIC AL	MONTHLY/OCASSION ALLY	•CARRY OUT TWO WAY COMMUNICATION CHECKS •REPAIR /REPLACE WHEN DEFECTIVE, OBSOLETE OR BER			
ANCHOR & ANCHOR WINDLASS MOTOR WITH GEAR MECHANISM						
28	ELECTRIC AL	MONTHLY/ OCASSIONALLY	•RUST REMOVAL AND EXTERNAL SURFACES PAINTING GREASING OF MOVEABLE PARTS •CARRY OUT CHECKS, REPAIR/REPLACE COMPONENTS WHEN DEFECTIVE			
MAGNETIC COMPASS						
29	ELECTRIC AL	ANNUAL	• CARRY OUT OVERHAULING OF MAGNETIC COMPASS AND RENEW SUPPORTING LIQUID IF FEASIBLE ELSE REPLACE • CARRY OUT SWING CHECK AND CALIBRATE THE COMPASS • REPAIR/REPLACE WHEN DEFECTIVE, ABSOLETE OR BER	1	1	3
EARTHING STRIPS						
30	ELECTRIC AL	SIX MONTHLY	• UNDERTAKE SURVEY OF EARTHING STRIPS IN ENGINE ROOM AND OTHER COMPARTMENTS, RENEW WHERE NECESSARY	1	2	6
SEARCH LIGHT ,FOCUS LIGHT FLOOD AND FOG LIGHT						
31		MONTHLY	•INSPECT WATERTIGHT INTACTNESS			
		ANNUAL	• INSPECT THE SET OF ANY MECHANICAL DAMAGE/DEFECT: CARRY OUT	2	2	6

			REPAIR/REPLACEMENT IF REQUIRED			
GENERAL LIGHTING CIRCUITS CABLING CABLE SECURING/CABLE TRAYS ETC						
32	ELECTRIC AL	6 MONTHLY	• CABLING/CABLE SECURING/CABLE TRAY AND PROPER CONCEALING AND REPLACE WHEN REQUIRED	1	2	6
EMERGENCY LIGHTING/GENERAL LIGHT						
33	ELECTRIC AL	3 MONTHLY	• TIGHTEN ALL WATER PROOF AND SHOCK PROOF COVERS • MEASURE THE INSULATION RESISTANCE FOR GENERAL LIGHTING NETWORK • REPAIR/REPLACE WHEN DEFECTIVE, ABSOLUTE OR BER	10	4	12
FIRE DETECTION ALARM SYSTEM(MAKE -RAVEL MODEL-RE120GR/RE102R						
34	ELECTRIC AL	3 MONTHLY	•SYSTEM CHECKS •CHECK STANDBY BATTERIES AND CHARGER VOLTAGE •CHECK OPERATION OF AUDIBLE ALARM •SIGN THE CERTIFICATE OF TESTING	1	4	12
		ANNUAL	•QUARTERLY CHECKS BY RESPONSIBLE PERSON •EACH DEVICE ON THE SYSTEM IS TO BE TESTED •VISUAL INSPECTION OF EACH COMPONENTS AND CABLES	1	1	3
35		TWO YEARLY	•CARRY OUT ANNUAL ROUTINE •CARRY OUT AGENT GAS BOTTLE PRESSURE TESTING AND GAS REPLACEMENT			
DIESEL ALTERNATOR (MAKE-SIGMA POWER CONTROL, MODEL-UCM224F1)						
36	ELECTRIC AL	MONTHLY	• CHECK ALTERNATOR WINDING RESISTANCE:	1	4	12

		OCASSIONALLY	• CHECK POWER SUPPLY CABLES AND REPLACE IT DETERIORATED • REPAIR/REPLACE WHEN DEFECTIVE, ABSOLUTE OR BER			
NAVIGATION LIGHTS AND CONTROL PANEL						
37		OCASSIONALLY	•SERVICEABILITY CHECKS,REPAIR/REPLACE COMPONETS WHEN DEFECTIVE	1	1	3
CCTV						
38		OCASSIONALLY	•SERVICEABILITY CHECKS,REPAIR/REPLACE COMPONETS WHEN DEFECTIVE			
MOTORS (ALL AC/DC MOTORS)						
39	ELECTRIC AL	3 MONTHLY	• CHECK AND DRAIN IF ANY WATER IS FOUND IN THE INNER CAVITY OF THE ELECTRIC MOTOR: IN ADDITION OT ABOVE THIS CHECK SHOULD BE CARRIED OUT AT EVERY OPERATION OF THE PUMP AND MOTOR • CHECK THE TIGHTNESS OF FASTENERS, SEALING WASHERS AND GASKETS FOR THEIR STATE • CHECK THE INSULATION OF THE MOTOR USING 500V MEGGER: IT SHOULD NOT LESS THAN 2M Ohms • CARRY OUT SPM CHECKS: CHECK THE BALL BEARING OF TH EMOTOR: LUBRICATE IF NECESSARY • RECORD STARTING AND RUNNING CURRENT ON FULL LOAD • REPAIR/REPLACE WHEN DEFECTIVE, ABSOLUTE OR BER	4	4	12
		ANNUAL	• OVERHAUL THE MOTOR & STARTERS: RENEW BEARINGS SUBJECT TO Q:C CHECKS	4	4	12
AIS SART						

40	ELECTRIC AL	ANNUAL/ OCASSIONALLY	• REPAIR/REPLACE WHEN DEFECTIVE • SERVICEABILITY CHECKS, OBTAIN SERVICEABILITY CERTIFICATE	1	1	3
EPIRB						
41	ELECTRIC AL	ANNUAL/ OCASSIONALLY	• REPAIR/REPLACE WHEN DEFECTIVE • SERVICEABILITY CHECKS, OBTAIN SERVICEABILITY CERTIFICATE			
GYRO COMPASS & GPS (MAKE-KODEN MODEL-KGC 300 & KRD 10)						
42	ELECTRIC AL	MONTHLY	• CHECK IF ANY LOOSE CONNECTION ON THE PROCESSOR UNIT FOR GPS ANTENNA	1	4	12
CALL UP BELL						
43	ELECTRIC AL	3 MONTHLY	• CARRY OUT TWO WAY COMMUNICATION CHECKS • REPAIR/REPLACE WHEN DEFECTIVE, ABSOLUTE OR BER	1	1	3
OVER HEAD LIGHTING						
44	ELECTRIC AL	3 MONTHLY	• CARRY OUT VISUAL INSPECTION OF ALL FITTINGS AND REPLACE WHEN DEFECTIVE • REPAIR/REPLACE WHEN DEFECTIVE, ABSOLUTE OR BER	6	4	12
MULTY COUNTY SOCKETS						
45	ELECTRIC AL	OCASSIONALLY	• CHECK FOR MECHANICAL DAMAGE AND REPLACE WHEN REQUIRED • REPAIR/REPLACE WHEN DEFECTIVE, ABSOLUTE OR BER	1	1	3
ANEMO METER						
46	ELECTRIC AL	3 Monthly	• SERVICEABILITY CHECKS AND CALIBRATION OF THE EQUIPMENT • CHECK FOR MECHANICAL DAMAGE AND REPLACE WHEN REQUIRED • REPAIR/REPLACE WHEN DEFECTIVE, ABSOLUTE OR BER	1	1	3

BILGE ALARM PANEL AND SYSTEM						
47	ELECTRIC AL	3 Monthly	• CLEAN THE COMPONENTS WITH ALCOHOL • CLEAN THE POWER SUPPLY UNITS AND TIGHTEN TERMINAL CONNECTION • REPAIR/REPLACE WHEN DEFECTIVE, ABSOLUTE OR BER	4	4	12
INTERCOM SYSTEM & TELEPHONE HANDSETS						
48	ELECTRIC AL	3 Monthly	• CARRY OUT VISUAL INSPECTION FOR ANY DUST, DIRT AND MOISTURE: CLEAN WITH DRY CLOTH • CARRY OUT TWO WAY CHECKS • REPAIR/REPLACE WHEN DEFECTIVE, ABSOLUTE OR BER	1	4	12
ELECTRIC TRUMPET 24VDC						
49	ELECTRIC AL	OCASSIONALLY	• REPAIR OR REPLACE IF DEFECTIVE	1	1	3
HULL						
SE R:		EQUIPMENT/ EXPECTED ROUTINE DUE	DESCRIPTION			
INCLINOMETER						
50	HULL	ANNUAL	• SERVICEABILITY CHECKS AND CALIBRATON OF THE EQUIPMENT	12	1	3
		OCASSIONALLY	• CHECK FOR MECHANICAL DAMAGE AND REPLACE WHEN REQUIRED • REPAIR/REPLACE WHEN DEFECTIVE, ABSOLUTE OR BER			
BAROMETER						
51	HULL	YEARLY/OCASSIONALLY	• SERVICEABILITY CHECKS AND CALIBRATON OF THE EQUIPMENT • CHECK FOR MECHANICAL DAMAGE AND REPLACE WHEN REQUIRED • REPAIR/REPLACE WHEN DEFECTIVE, ABSOLUTE OR BER	1	1	3
STP(MAKE-BIODIGESTER)						

52	HULL	OCCASSIONALLY	•REPAIR/REPLACE COMPONENTS WHEN DEFECTIVE	3	4	12
	HULL	ANNUAL	•CHEMICAL CLEANING OF TANKS			
HULL ,DECKS AND SUPERSTRUCTURE						
53	HULL	SIX MONTHLY/ OCCASSIONALLY	•REPAIR OF GRP CRACK			
			•PAINTING AND POLISHING OF UPPER DECK ,SHIPSIDE AND SUPERSTRUCTURE			
			•COMPARTMENTS PAINTING			
			•SOUND PROOFING OF ENGINE ROOM BULKHEADS			
			•ENGINE ROOM BILGE CLEANING			
	HULL	HULL (YLY)	•UNDERWATER HULL CLEANING	1	1	3
			•UNDERWATER HULL SURVEY AND REPAIR	1	1	3
			•UNDERWATER HULL AND BOOT TOP AREA PAINTING WITH APPROVED PAINT SCHEME			
			•ARTISTIC PAINTING ON HULL			
			SUPERSTRUCUTRE			
	HULL	DOORS / HATCH & FENDER (YLY)	• INSPECTION OF DOORS AND HATCHES FOR STRUCTURAL DEFECTS, DEFECTS ON SECURING ARRANGEMENTS AND RUBBER BEADINGS			
			• OPERATE ALL EXPOSED AND INTERNAL WATERTIGHT HATCHES AND MANHOLES			
			• CHECK WATERTIGHT INTEGRITY OF ALL HATCHES ON WEATHER DECK			
			• REPLACEMENT OF RUBBER 'D' FENDERS IF FOUND DEFECTIVE			

	HULL	HULL FITTINGS (YLY)	- FOLLOWING MISCELLANEOUS ITEMS/FITTINGS TO BE INSPCETED FOR STRUCTURAL DEFECTS VIZ DENTS, CRACKS, DEFORMATIONS ETC AND THE SAME BE REPAIRED/REPLACE D IF FOUND DEFECTIVE (A) CEREMONIAL DISC STAND (B) HMG STAND (C) LIFE RAFT SECURING BRACKET (D) FORWARD BOW PLATE (E) MAST (F) GUARD RAIL (G) HAND RAIL (H) HINGES AND TOWER BOLTS (I) FAIRLEADS AND BOLLARD			
WC FLUSHING SYSTEM						
54	HULL	OCASSIONALLY	- REPAIR OR REPLACE IF DEFECTIVE VACCUM FLUSHING PUMP - REPAIR OR REPLACE DEFECTIVE PIPES AND UNION	1	1	3
OUTFITTING WORK						
55	HULL	ANNUAL/ OCASSIONALLY	- SUNMICA REPAIR - FLOORING , TABLE - WOODEN WORKS - MINOR REPAIR , POLISHING , FITTING REPLACE - REPAIR OR REPLACEMENT OF RETRACTABLE AWNING - MANUFACTURING OF LOOSE COVERS FOR ALL UPPER DECK FITTINGS - MANUFACTURING OF FLY DECK AWNING	1	1	3
MISCELLEANEOUS						
LIFRAFTS 20 MAN QTY-02						
56		ANNUAL	ANNUAL SERVICEABILITY CHECKS	1	1	3

			•HRG CHECKS AND REPLACEMENT	2	2	2
EMERGENCY BREATHING APPARATUS						
57		ANNUAL	•ANNUAL SERVICEABILITY CHECKS	10	1	3
FIRE EXTINGUISHERS						
58		ANNUAL	•ANNUAL SERVICEABILITY CHECKS	10	1	3
UTILITY EQUIPMENTS REPAIR OR REPLACEMENT						
59		OCASSIONALLY	FRIDGES	1	1	3
			MICROWAVE OVEN	1	1	3
			DISHWASHER	1	1	3
			FANS	1	1	3
			TV	1	1	3
			MUSIC SYSTEM	1	1	3
			VACCUM CLEANER	1	1	3
			GEYSERS	1	1	3
			WATCHES	1	1	3

FORMAT OF BANK GUARANTEE (BG)**GUARANTEE BOND**

To,
 The Officer-in-Charge, FMU (Mbi)
 CDA (NAVY)
 (On Behalf of President of India)
 State Bank of India
 A/C – 10136575108
 IFSC – SBIN0000572

1. In consideration of the President of India (hereinafter called 'the Government') having agreed to exempt {hereinafter called 'the said Contractor(s)'} from the demand, under the terms and conditions of an Agreement dated made between and for (hereinafter called 'the said Agreement'), of security deposit for the due fulfilment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for ₹(Any other foreign currency, in case of foreign procurement contract) (Rupees/ Any other foreign currency, in case of foreign procurement contract Only), we, ... (indicate the name of the bank), (hereinafter called 'the Bank'), at the request of the said Contractor(s), do hereby undertake to pay to the Government an amount not exceeding ₹/ Any other foreign currency, in case of foreign procurement contract (Rupees Only) against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We, ... (indicate the name of the bank), do hereby undertake to pay the amounts due and payable under this Guarantee, without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding ₹ (Rupees/ Any other foreign currency, in case of foreign procurement contract Only).

3. We undertake to pay to the Government any money so demanded, notwithstanding any dispute or disputes raised by the Contractor(s) in any lawsuit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment, so made by us under this bond, shall be a valid discharge of our liability for payment thereunder and the contractor(s)/ supplier(s) shall have no claim against us for making such payment.

4. We, ... (indicate the name of the bank), further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable until all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or until

..... Office/ Department/ Ministry of certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing, on or before the, we shall be discharged from all liability under this Guarantee thereafter.

5. We, ... (indicate the name of the bank), further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance/ warranty by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which, under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/ Supplier(s).

7. We, ... (indicate the name of the bank), lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Government in writing.

8. Notwithstanding anything contained herein above:-

(a) Our liability under this Guarantee shall not exceed ₹/ Any other foreign currency, in case of foreign procurement contract (Rupees/ Any other foreign currency, in case of foreign procurement contract Only).

(b) This Bank Guarantee shall remain valid until (hereinafter the expiry date of this guarantee). The Bank Guarantee will cease to be valid after irrespective of whether the Original Guarantee is returned to us or not.

(c) We are liable to pay guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written demand or a claim in writing on or before (expiry date).

Dated the day of (month and year)

Place:

Signed and delivered by.....(name of Bank).

Through its authorised signatory (Signature with seal)

FORMAT OF ADVANCE PAYMENT BANK GUARANTEE (APBG)

To,
 The Officer-in-Charge, FMU (Mbi)
 CDA (NAVY)
 (On Behalf of President of India)
 State Bank of India
 A/C – 10136575108
 IFSC – SBIN0000572

1. With reference to Contract No. dated concluded between the President of India, hereinafter referred to as 'the Purchaser' and M/s hereinafter referred to as the "the Contractor" for the development and/ or supply of as detailed in the above contract, which contract is hereinafter referred to as "the Said Contract" and in consideration of the Purchaser having agreed to make an advance payment in accordance with the terms of the Said Contract to the Contractor, we, the bank, hereinafter call 'the Bank', hereby irrevocably undertake and guarantee to you that if the Contractor would fail to develop and/ or supply the stores in accordance with the terms of the Said Contract for any reason whatsoever or fail to perform the Said Contract in any respect or should the whole or part of the advance payments made to the Contractor at any time become repayable to you for any reason whatsoever, we shall, on demand and without demur, pay to you all and any sum up to a maximum of ₹ (Rupees Only) paid as advance to the Said Contractor in accordance with the provisions contained in Clause of the Said Contract.

2. We further agree that the Purchaser shall be the sole judge as to whether the Contractor has failed to develop and/ or deliver the stores in accordance with the terms of the Said Contract or has failed to perform the Said Contract in any respect or the whole or part of the advance payment made to the Contractor has become repayable to the Purchaser and to the extent and monetary consequences thereof by the Purchaser.

3. We further hereby undertake to pay the amount due and payable under this Guarantee, without any demur, merely on a demand from the Purchaser stating the amount claimed. Any such demand made on the Bank shall be conclusive and binding upon us as regards the amounts due and payable by us under this Guarantee and without demur. However, our liability under this Guarantee shall be restricted to an amount not exceeding ₹/ Any other foreign currency, in case of foreign procurement contract (Rupees/ Any other foreign currency, in case of foreign procurement contract Only).

4. We undertake to pay to the Government any money so demanded, notwithstanding any dispute or disputes raised by the Contractor(s) in any lawsuit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment, so made by us under this bank guarantee, shall be a valid discharge of our liability for payment thereunder and the contractor(s)/ supplier(s) shall have no claim against us for making such payment.

5. We further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that

and that it shall continue to be enforceable until all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or until Office/ Department/ Ministry of certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing, on or before the, we shall be discharged from all liability under this Guarantee thereafter.

6. We further agree that the Purchaser shall have the fullest liberty without affecting, in any way, our obligations hereunder with or without our consent or knowledge to vary any of the terms and conditions of the Said Contract or to extend the time of development/ delivery from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the Contractor and either to forbear or enforce any of the terms and conditions relating to the Said Contract and we shall not be relieved from our liability by reason of any such variation or any indulgence or forbearance shown or any act or omission on the Purchaser or by any such matter or thing whatsoever which, under the law relating to sureties would, but for this provision, have the effect of so relieving us.

7. The amount of this guarantee will be progressively reduced by (percentage of advance) of total value of each delivery of goods/ services against payment released by the Purchaser for that delivery of goods/ services made by the Contractor and presentation to us of the payment documents.

8. We further agree that any change in the constitution of the Bank or the constitution of the Contractor shall not discharge our liability hereunder.

9. We lastly undertake not to revoke the Guarantee during the currency of the said Contract except with the prior consent of the Purchaser in writing.

10. Notwithstanding anything contained herein above:-

(a) Our liability under this Guarantee shall not exceed ₹/ Any other foreign currency, in case of foreign procurement contract (Rupees/ Any other foreign currency, in case of foreign procurement contract Only.

(b) This Bank Guarantee shall remain valid until (hereinafter the expiry date of this guarantee). The Bank Guarantee will cease to be valid after irrespective of whether the Original Guarantee is returned to us or not.

(c) We are liable to pay guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written demand or a claim in writing on or before (expiry date).

Dated the day of (month and year)

Place:

Signed and delivered by (name of Bank).

Through its authorised signatory
(Signature with seal)

FORMAT OF ELECTRONIC CLEARING SERVICE (ECS) MANDATE

Customer's option to receive payments through e-Payment (ECS/ EFT/ Direct Credit/ RTGS/ NEFT/ Other payment mechanisms as approved by RBI)

1. Customer's name :

2. Particulars of Bank account :-

(a) Bank name :

(b) Branch name :

(c) Branch address :

(d) Branch Tele No(s) :

(e) IFS code :

(f) 9 Digit code : of the Bank Branch appearing on MICR cheque issued by Bank

(g) Account Type : (Savings/ Current/ Cash/ etc.)

(h) Ledger No. :

(i) Ledger Folio No. :

(j) Account No. :

(as appearing on the Cheque Book) (Please attach a blank cancelled cheque or photocopy of a cheque or front page of your savings bank passbook issued by your bank for verification of the above particulars)

3. Date of Effect :

"I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme."

(.....)

Date:

Signature of Customer

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp:

(.....)

Date:

Signature of the Authorised Official
from the Bank

FORMAT OF INDEMNITY BOND

This deed is made on this day of the month of 20....., by M/s, a company registered under the Companies Act 2013 having its registered office at and acting through its corporate office at hereinafter referred to as the "SELLER".

Whereas (name of organisation), Government of India on behalf of the President of India (hereinafter referred to as the "BUYER") has placed a Contract No. dated

And whereas, the SELLER has agreed to execute this Indemnity Bond for Advance/ Performance/ Warranty on the terms and conditions appearing hereinafter.

It is hereby agreed and declared by the SELLER that:-

(a) The SELLER shall duly and faithfully perform its obligation under the said contract and comply with the conditions in the said contract.

(b) The SELLER shall, in as much as within its control, refrain from such actions, which may cause loss, injury, damage to the BUYER.

(c) In the event of breach/ default by the SELLER in complying and in case the breach/ default is not remedied by the SELLER up to period of the notification of the breach/ default by the BUYER, the SELLER shall indemnify to the BUYER, to the extent of ₹ (Rupees Only) being % (3% to 10% as indicated in the Contract) of the total Contract Price (including taxes and duties) of ₹ (Rupees Only) of any direct losses or damages suffered by the BUYER due to failure of the SELLER.

(d) The SELLER shall be fully discharged of its obligations under this bond on meeting its liability and limit as per Sub-Paragraph (c) above.

(e) The SELLER shall not be liable for any breach/ default arising out of force majeure situation or due to any default, action, inaction or failure on the part of the BUYER.

(f) The liability of the SELLER under this bond shall remain in full force until the fulfilment of the obligations of the SELLER under the said Contract.

(g) The SELLER hereby expressly, irrevocably, and unreservedly undertake and guarantee that in the event that the beneficiary submits a written demand to the SELLER stating that they have not performed according to the Advance/ Performance/ Warranty obligations for the PRODUCTS as per said Contract, the SELLER will pay the BUYER on demand and without demur any sum up to maximum amount of % (3% to 10% as indicated in the Contract) of the total Contract Price (including taxes and duties). The BUYER's written demand shall be conclusive evidence to the SELLER that such repayment is due under the

terms of the said contract. The SELLER undertakes to effect payment within days from receipt of such written demand.

(h) The amount of Advance/ Performance/ Warranty guarantee shall not be increased beyond %. Unless a demand under this indemnity bond for Advance/ Performance/ Warranty guarantee is received by the SELLER in writing on or before the expiry date (unless this Advance/ Performance/ Warranty guarantee is extended by the SELLER) all rights under this guarantee shall be forfeited and the SELLER shall be discharged from the liabilities hereunder. This indemnity bond for Advance/ Performance/ Warranty guarantee is personal to the BUYER and cannot be assigned to a third party without prior written permission.

This Indemnity Bond for Advance/ Performance/ Warranty guarantee shall be governed by Indian Law.

The parties hereby sign this Indemnity Bond at
on

BUYER

SELLER

Name :
Designation :
Organisation :
Witnesses:-

Name :
Designation : ..
Firm/ PSU :
Witnesses:-

- 1.
- 2.

- 1.
- 2.

FORMAT OF INTEGRITY PACT

General

1. This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of 20....., between, on one hand, the President of India represented by (name and designation of the officer), ... (name of organisation of the officer), Government of India (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s represented by..... (name and designation of the individual), (hereinafter called the “BIDDER/ SELLER” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

2. WHEREAS the BUYER proposes to procure {name of good(s)/ service(s)} and the BIDDER/ SELLER is willing to offer/ has offered the stores and WHEREAS the BIDDER is a private company/ public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/ Department/ Organisation of the Government of India/ PSU performing its functions on behalf of the President of India.

Objectives

3. NOW, THEREFORE, the BUYER and the BIDDER agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ prejudiced dealings prior to, during, and subsequent to the currency of the contract to be entered into with a view to:-

3.1 Enabling the BUYER to obtain the desired said stores/ equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

3.2 Enabling the BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER shall commit to prevent corruption, in any form, by its officials by following transparent procedures.

Commitments of the BUYER

4. The BUYER commits itself to the following:

4.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, shall demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

4.2 The BUYER shall during the pre-contract stage, treat all BIDDERS alike, and shall provide to all BIDDERS the same information and shall not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

4.3 All the officials of the BUYER shall report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

4.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to contract process. In such a case, while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

Commitments of the BIDDERS

5. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

5.1 The BIDDER shall not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

5.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

5.3 The BIDDER shall disclose the name and address of its agents and representatives and the Indian BIDDER shall disclose its foreign principals or associates.

5.4 The BIDDER shall disclose the payments to be made by it to agents/ brokers or any other intermediary, in connection with this bid/ contract.

5.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/ authorised government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially, to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

5.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to,

or intends to make, to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the bid/ contract and the details of services agreed upon for such payments.

5.7 The BIDDER shall not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

5.8 The BIDDER shall not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

5.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

5.10 The BIDDER commits to refrain from giving any complaint, directly or through any other manner, without supporting it with full and verifiable facts. Complaint, if any, shall be processed as per MoD Guidelines for Handling of Complaints in vogue. In case the complaint is found to be vexatious, frivolous or malicious in nature, it would be construed as a violation of the Integrity Pact.

5.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

5.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/ stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act 2013.

5.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

Previous Transgression

6. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

7. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process, or the contract, if already awarded, can be terminated for such reason.

Sanctions for Violations

8. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- 8.1 To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- 8.2 Forfeiture of any or all forms of security deposits/ bonds/ guarantees submitted by the BIDDER either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason thereof.
- 8.3 To immediately cancel the Contract, if already signed, without giving any compensation to the BIDDER.
- 8.4 To recover all sums already paid by the BUYER, and in case of an Indian BIDDER, with interest thereon at 2% higher than the prevailing MCLR of State Bank of India, while in case of a BIDDER from a country other than India, with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
- 8.5 To encash the Advance Payment Bank Guarantee and Performance Bond/ Warranty Bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- 8.6 To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- 8.7 To debar the BIDDER from participating in future bidding processes of the Ministry of Defence and/or Government of India as per the extant policy of MoD/ GoI.
- 8.8 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/ stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the BUYER to debar the BIDDER from the bid process or rescind the contract without payment of any compensation to the BIDDER. The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon the Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon the Government servant.
- 8.9 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- 8.10 To recover all sums paid in violation of this Pact by the BIDDER to any middleman or agent or broker with a view to securing the Contract.

8.11 In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

9. The BUYER shall also be entitled to take all or any of the actions mentioned at SubParagraphs 8.1 to 8.11 of this Pact, on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

10. The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and binding on the BIDDER. However, the BIDDER may approach the Independent Monitor(s) appointed for the purposes of this Pact.

Independent Monitors

11. The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. The names and addresses of nominated Independent Monitors (at the time of issue of RFP) are as follows (However, the vendor must refer to the MoD website at www.mod.gov.in to check for any updates/ changes):-

(Names and Addresses of the Monitors to be given)

12. A copy of all communications to Independent Monitors made by the BUYER and/ or by the BIDDER(s) shall be sent to the Director (Vigilance). The designation and contact details of the Director (Vigilance) are as follows:- {Designation and Address of the Director (Vigilance) to be included}.

13. After the Integrity Pact is signed, the BUYER shall provide a copy thereof, along with a brief background of the case to the Independent Monitors, if required by them.

14. The BIDDER(s), if they deem it necessary, may furnish any information as relevant to their bids, to the Independent Monitors.

15. If any complaint with regard to violation of this Pact is received by the BUYER in a procurement case, the BUYER shall refer the complaint to the Independent Monitors for their comments/ enquiry.

16. If the Independent Monitors need to peruse the relevant records of the BUYER in connection with the complaint sent to them by the BUYER, the BUYER shall make arrangement for such perusal of records by the Independent Monitors.

17. Both the parties accept that the Independent Monitors have the right to access all the documents relating to the project/ procurement, including minutes of meetings.

18. As soon as the Independent Monitor notice, or has reason to believe, a violation of this Pact, the Monitor shall so inform the Authority designated by the BUYER.

19. The BIDDER(s) accepts that the Independent Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER shall also grant the Independent Monitor, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractor(s). The Independent Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.

20. The BUYER shall provide to the Independent Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the parties. The parties shall offer to the Independent Monitor the option to participate in such meetings.

21. The Independent Monitor shall submit a written report to the designated Authority of BUYER/ Secretary in the Department within eight to ten weeks from the date of reference or intimation to them by the BUYER/ BIDDER and, should the occasion arise, submit proposals for correcting problematic situations, for taking final decision/action.

Facilitation of Investigation

22. In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER, and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Law and Place of Jurisdiction

23. This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER. Other Legal Actions

24. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Validity

25. The validity of this Integrity Pact shall be from date of its signing and extend up to three years or up to 60 days beyond the date of completion of all contractual obligations including warranty to the satisfaction of both, the BUYER and the BIDDER/ SELLER, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

26. Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties shall strive to come to an agreement with respect to their original intentions.

27. The parties hereby sign this Integrity Pact at on

BUYER

BIDDER

(in the name and on behalf of the
company's Chief Executive Officer)

Name of the Officer :
Designation :
Dept./ Ministry/ Org. :

Name of the Individual : ...
Designation :
Name of the Firm :

Witnesses:-

1.
2.

Witnesses:-

1.
2.

SAFETY GUIDELINES FOR CONTRACTORS

1. **Applicability** These safety guidelines are applicable to Contractors performing any work within naval premises, onboard naval platforms or in any facilities belonging to the Indian Navy.
2. **General Safety Responsibilities.** The Contractor shall at his/ her own expense arrange for all safety provisions as per Factories Act 1948 with its latest amendment, State Government Rules, and any other Legislative Acts, Rules and Regulations as applicable, in respect of personnel directly or indirectly in performance of the Contractor's part of work (including sub-contracted workers). This includes provision of the following:-
 - (a) Appropriate PPE to all workers.
 - (b) Safety signages at the work site.
 - (c) Machinery/ equipment that is safe to use.
 - (d) Adequate safety training for all workers and supervisors.
 - (e) Medical attention for injuries/ fatalities at the work site.
3. All PPE, working material, tools, equipment, machinery and procedures are to be in conformance with recognised Indian Standards as issued by Bureau of Indian Standards (BIS).
4. The Contractor is to ensure that the workers and supervisors are adequately trained, qualified and certified for the jobs being undertaken.
5. All machinery and equipment must be serviceable and safe to use with all requisite test certificates in-date.
6. The Contractor is to formulate an overall Health, Safety and Environment (HSE) plan for the contracted work in consultation with the naval Contract Operating Authority (COA). The HSE plan is to include institutionalisation of suitable mitigating measures and precautions for prevention of any viral transmission/ such diseases at the work site and adjoining areas. Suitable HSE experts may also be consulted, if required.
7. The Contractor is to provide at least one full-time on-site dedicated Safety Officer/ Supervisor when 50-250 workers have been engaged. An additional safety supervisor is to be appointed for every 100 workers or part thereof for a particular work. If less than 50 workers are employed, any suitable supervisor of the Contractor may be nominated for additionally looking into overall safety aspects. The responsibilities of the Safety Officer/ Supervisor will include the following:-
 - (a) Assess the safety hazards associated with jobs in consultation with all concerned and establish safe working procedures/ protocols. A written record is to be maintained.

- (b) Undertake routine and surprise inspections of work sites and identify deviations from safe working procedures, if any. Check compliance with the overall HSE plan. Document any deviations/ violations observed and bring it to notice of the concerned supervisor and management.
- (c) Ensure hazard area markings and signages are properly positioned.
- (d) Maintain record of all qualifications/ certifications of skilled workers.
- (e) Maintain record of all serviceability tests/ certificates of systems/ equipment/ machinery at the work site and details of their preventive maintenance undertaken.
- (f) Ensure the hazard and near-miss/ incident reporting organization is functioning efficiently.
- (g) Report incidents/ accidents to the Contractor and naval authorities promptly.
- (h) Investigate 'near misses', incidents and accidents to identify the root cause and institute/ advise corrective measures to prevent recurrence.
- (j) Maintain statistical safety data for analysing safety performance of various work-groups.
- (k) Advise the management on restrictions/ limitations on work due to safety considerations.
- (l) Ensure that toolbox meetings and safety briefings/ de-briefings prior commencement and post completion of daily work/ jobs is being conducted by supervisors. Randomly attend such meetings/ briefings and ensure records are being maintained.
- (m) Attend all safety meetings of the naval COA, as required, along with the Contractor management.
- (n) Maintain daily safety records and provide these for inspection to management or naval COA, when ordered.
- (p) Ensure good house-keeping of the work site/ area.
- (q) Conduct periodic safety meetings to ensure all workers/ personnel have a common understanding and consciousness of safety.

8. **Near Miss/ Incident Reporting and Response** Any incident, 'near miss' or accident is to be reported promptly by the Safety Supervisor to the Contractor management and the naval COA, while simultaneously commencing incident response actions. The COA would augment resources for incident response, if required. Depending on the severity of the incident, work in the concerned work-site is to be halted until incident response is completed, requisite investigation is undertaken and hazard mitigation measures put in place. For serious accidents involving loss of life/ limb, the Contractor is to

undertake a detailed investigation and render a written report to the COA bringing out the causes for the accident and the mitigating action taken to prevent recurrence.

9. Contractor shall own full responsibility for any accident and injury to any worker(s) or to any person(s) or property arising due to violation of the safety norms, in addition to all the liabilities for criminal/ penal action, insurance claims, etc. arising out of an accident during the execution of the contract. He shall be liable to pay compensation/ damages arising out of such claims, indemnifying the principal employer. This will be applicable, even though financial penalty is not applied for such violations. Further, implication of financial penalties for any safety violations does not absolve the contractor from any of the responsibilities as per the General conditions of the Contract, Special conditions of Contract and Special Safety Conditions.

10. **Environmental Protection/ Waste Disposal.** Execution of work the Contractor must ensure that requisite arrangements are in place to avoid pollution of the surrounding environment by spread of fumes, dust, toxic gases/ vapours, waste discharge into water bodies, contamination of ground water sources, etc. Sound pollution is to also be avoided by incorporation of suitable sound damping arrangements on machinery/ equipment.

11. All Waste/ debris/ scrap is to be cleared by the Contractor on regular basis. The COA may stop work if non-clearance of waste is leading to unsafe/ unhygienic conditions. Disposal of waste is to be undertaken in accordance with existing environmental laws.

12. **Conduct Within Naval Premises.** Contractor is to ensure that all contracted workers/ personnel adhere to the safety/ security rules and regulations in force when within naval premises. Strict action would be taken against defaulting workers and the Contractor penalised. Some specific regulations to be adhered to in naval areas are as follows:-

- (a) Photo/Videography of any kind is not permitted.
- (b) Smartphones are not permitted in sensitive areas as indicated by the COA. The Contractor is to make a suitable facility for workers to deposit their smartphones on entry to the premises.
- (c) Only the designated gates/ entry points are to be used for entry and exit to the premises.
- (d) Workers are not to wander outside the designated work sites.
- (e) Smoking, consumption of alcohol, intoxicating medicines, narcotics, tobacco products etc, are not permitted within naval premises. Designated smoking zones may be established by the unit, on request, if feasible.
- (f) Any work carried out in the naval premises must be covered by a valid work permit / clearance certificate issued by the concerned department of the COA.
- (g) All material entering/ exiting the naval premises will be subjected to security checks.

13. **Financial Penalties for Safety Violations.** Safety violations within naval premises will invite financial penalties on the Contractor by the COA. These penalties will

be deducted from the running/ final bill or settlement. The penalty can be recommended by the concerned department of the COA where the work is taking place, or by the safety officer/ supervisor of the COA. The following penalties may be applied by the COA depending on the severity of the violation:-

<u>Ser</u>	<u>Severity of Safety Violation</u>	<u>Amount (Rs)</u>
(a)	<u>Minor</u> violation of specified safety regulations (eg, electrical hygiene, road safety, non-usage of PPE, etc)	500/- to 2,000/-
(b)	<u>Major</u> violation of specified safety regulations (eg, load test of lifting appliance not in-date, safety supervisor absent from work site, unqualified person operating machinery etc)	5,000/- to 10,000/-
(c)	Safety violations resulting in damage to naval property or injury to naval personnel/dependents	Cost of damage/ medical treatment as per actuals

14. The above penalties do not absolve the Contractor for further civil action/ lawsuits, foreclosure of the contract and/ or imposition of tender holiday/ de-registration by the COA, for violations of serious nature.

15. **Pre-Work Safety Preparation.** Prior to commencement of work, the Contractor is to ensure the following:-

- (a) Adequate number of workers/ personnel have been allocated for the work.
- (b) The workers have been properly briefed and equipped with appropriate PPE and tools/ accessories.
- (c) All equipment/ machinery have been inspected and verified safe for use. Requisite safety devices are operational and functioning.
- (d) All emergency/ incident/ accident response arrangements are in place.
- (e) Requisite clearances from the COA are available for commencing the work.

16. **Safety during Execution of Work.** During execution of work, the Contractor must ensure proper monitoring of all areas of the work-site and proactively address any identified hazards (dynamic risk assessment). Supervisors must be empowered to stop work until observed hazards have been mitigated. Performance parameters of operating machinery must be constantly evaluated for determining any signs of stress or impending failure which could lead to an accident.

17. **Post-Work Safety Securing.** On completion of work, the Contractor must ensure that workers/ personnel are de-briefed, during which any unforeseen issues/ hazards which emerged during the execution of work, may be discussed. Specific safety aspects/ preparations for the next day's plan/ scope of work may also be discussed. All equipment/ machinery is to be de-energised and inspected for any requirement of maintenance or repair. All items/ equipment are to be returned to their respective locations and housekeeping activities undertaken.

18. **Road Safety in Naval Premises.**

(a) The Contractor is to obtain prior permission to operate vehicles inside the naval premises by submitting requisite vehicle registration certificates and driving licenses of the designated drivers.

(b) The vehicles are to be in compliance with all relevant provisions of the Motor Vehicles Act 1988 and Motor Vehicles (Amendment) Act 2019.

(c) All traffic regulations in the naval premises are to be complied with by the motor vehicles used for execution of contract inside the naval premises. In addition, the following points are also outlined for compliance:-

(i) Speed limit within the naval premises is to be followed.

(ii) Vehicles are to be parked only in designated areas.

(iii) Vehicles driven inside the premises should be safe for use and have effective brakes, horns, lights, good tyres, etc.

(iv) Vehicles shall carry only the number of passengers or weight of load as authorised by law. Loads carried in trucks shall be properly secured to prevent accidentally falling off. Loose material in open trucks/ tippers is to be covered to prevent material flying off.

(v) Drivers of heavy motor vehicle should check for vehicle's overhead/ sideways clearance whilst driving in confined areas within naval premises.

19. **Work Site Safety.** Contractors will be responsible for safety at their respective work-sites. An indicative list of guidelines for specific aspects of work-site safety are as follows:-

(a) **Pedestrian Safety.**

(i) Every work-site is to have a proper traffic management plan to minimise interaction between pedestrians and vehicles/ mobile equipment.

(ii) Areas designated for pedestrian movement and vehicular movement are to be clearly demarcated. The following zones are to be created based on risk assessments:-

(aa) **A-Type Areas.** No walk zones, where no pedestrian is permitted.

(ab) **B-Type Areas.** Areas where specifically trained personnel in appropriate PPE are authorised to walk.

(ac) **C-Type Areas.** Areas where unrestricted walking access is permitted to authorised personnel.

(iii) Pedestrian areas are to be designed to minimise risks to pedestrians. The walkways are to be unobstructed, well-marked, well-surfaced and well-lit.

(iv) Floor openings larger than 12 inches are to have a secured cover, and a suitable guardrail around when kept open.

- (v) For work being undertaken on high structures, adequate screens/ safety nets are to be provided to prevent debris/ material/ tools falling on personnel/ pedestrians below.

(b) **Mobile Equipment Safety.** Mobile equipment includes all wheeled and tracked vehicles and Material Handling Equipment (MHE) such as forklifts, cranes, etc. The following is to be ensured while operating mobile equipment at the work-site:-

- (i) All mobile equipment are to be serviceable, load tested and certified for safe use. Regular checks/ preventive maintenance of the equipment is to be undertaken, especially of critical safety devices, to maintain the equipment safe for use.
- (ii) Equipment is not to be used if 'no-go' items such as brakes, anti-collision devices, emergency stops, etc are not working.
- (iii) Mobile equipment are to be handled only by qualified and experienced personnel.
- (iv) Personnel operating mobile equipment are to don appropriate PPE. Operator fatigue must be borne in mind by the supervisors.
- (v) Loads are to be stable and secured before commencing movement of the equipment.
- (vi) Operating limits/ zones for mobile equipment are to be clearly marked/ indicated. Mobile equipment are to remain within these limits/ zones and adhere to stipulated safety/ traffic regulations.

(c) **Safe Handling of Loads.**

- (i) Safe operating procedures for lifting/ handling different size/ shape loads must be promulgated and concerned personnel must be aware of these.
- (ii) Loads must not be lifted over personnel or vehicles.
- (iii) The load must not exceed SWL of the lifting appliance/ equipment.
- (iv) Supervising personnel must position themselves in a position to be clearly visible to the equipment operator and effective communication/ signaling is to be employed.
- (v) All lifting gear is to be thoroughly checked before and after use.
- (vi) Path for equipment moving the load is to be clear of obstruction.
- (vii) Load being lifted must be correctly secured/ slung and balanced.

(d) **Safety while Working at Heights.**

- (i) Fall protection/ prevention measures must be instituted for any location where personnel are working near an unprotected edge which exposes them to a fall more than 2 meters.

(ii) Appropriate fall protection methods/ equipment such as anchor points, harnesses, securing lanyards, etc are to be provisioned for personnel working at heights. 'Three point contact' is to be ensured at all times.

(iii) Fall prevention measures such as safety cages, scaffolding, elevated work platforms, fencing and guardrails must be provided wherever possible.

(iv) Scaffolding shall be of good material and sound construction as per the standards. The scaffolding shall be checked thoroughly by the safety supervisor before use.

(v) Personnel working at heights must work in 'buddy' system.

(e) **Fire Safety.**

(i) Constant risk assessment is required to be undertaken to ensure that the work place is clear of fire hazards.

(ii) Adequate portable/ first-aid fire-fighting appliances are to be available at the work site appropriate for the nature of inflammable/ combustible material in use or being stowed.

(iii) Personnel are to be trained for use of first aid fire-fighting equipment until arrival of fire-fighters.

(iv) Mass evacuation procedures for major fires are to be put in place and exercised regularly.

(v) **Hot Work Precautions.**

(aa) Gas cutting torches shall be fitted with approved flash back arrestor at both ends.

(ab) Two stage regulators with two gauges only must be used.

(ac) Oxygen gas and other gas hoses should be without any joint. In the event of joint becoming essential, only approved connector must be used.

(ad) Oxygen must never be used as a substitute for compressed air nor must it be released in a confined space for any reason.

(ae) Oil or grease must not be allowed to come in contact with oxygen cylinders, regulators or hose.

(af) Acetylene/ cutting gas and oxygen cylinders must not be taken onboard vessels or tanks under any circumstances, neither should acetylene / cutting gas torches connected with cylinders be left onboard

any vessel. Torches must always be taken outside the vessel when not in use.

(ag) Torches/ hoses when disconnected from the cylinder can be permitted for stowage onboard in open area to avoid removal/ relaying.

(f) **Safety when Working in or around Water Bodies.**

(i) All areas next to water are to have suitable fencing/ barriers with adequate safety margin from the edge to prevent personnel or equipment from falling into the water.

(ii) In case personnel are to work close to the water's edge, they must don suitable floatation gear/ life jackets, and must work under supervision or in 'buddy system'. Alternatively, safety nets may be placed below the working area/ location of personnel.

(iii) The water's edge must have good lighting/ illumination to be clearly visible.

(iv) Areas where berthing operations of ships/ vessels are undertaken are to be clearly demarcated to prevent unauthorised workers/ personnel from entering.

(v) Lifebuoys with lines are to be readily available for recovery of personnel falling into water.

(vi) For work being performed on the water, boats/ ships/ floating platform (vessels) being used should be seaworthy. Requisite seaworthiness certification from an authorised agency must be held.

(vii) Vessels must not be overloaded beyond capacity. Loads onboard must be balanced to maintain stability.

(viii) All personnel onboard must be in possession of life-jackets.

(ix) The vessels must have guardrails to protect personnel from falling overboard.

(x) Vessels are to be properly secured/ moored when not underway.

(xi) Onboard work is to cease during rough weather and the vessels secured adequately.

(xii) Regular checks of water-tight integrity of the vessels is required to be undertaken by competent personnel.

(xiii) While underway, the vessels are to be handled by competent personnel with due regard to IRPCS and SOLAS regulations.

(xiv) Only qualified and certified personnel and equipment are to be employed for underwater operations. The contract operating authority may verify the certifications prior commencement of work.

(xv) Standard procedures for conduct of underwater operations are to be adhered to as laid down in International Marine Contractors Association (IMCA) International Code for Practice of Offshore Diving IMCA D014.

(g) **Safety while Working with Compressed Gas.**

(i) Compressed gas cylinders shall be kept in upright position (both full & empty). They must be firmly located on the ground on a sturdy stand and the cylinder should be chained to prevent accidental fall.

(ii) Filled and empty cylinders should be stacked separately. They shall meet the requirements under the Gas Cylinder Rules 2004. Valid test certificate for compressed gas cylinders shall be made available at site for verification by authorised person.

(iii) Compressed gas cylinders must never be stored or placed near hot equipment or lines. They must be protected against high temperatures and contact with electrical circuits. They must also be protected from damage by

passing or falling objects. When cylinders are not connected for use, safety caps must be in place.

(iv) Compressed gas cylinders must never be dropped or struck or permitted to strike each other violently. Damage to the cylinder or its valves could result in disastrous jet propulsion of the cylinders and may result in major accidents / fatalities. Compressed gas must be transported with the help of trolleys only.

(h) **Safe Handling of Hazardous Substances.**

- (i) Hazardous substances must be handled by qualified personnel only.
- (ii) Appropriate equipment must be used for handling/ moving hazardous substances.
- (iii) Areas where hazardous substances are stowed or are being handled must be clear of all personnel not involved with the operation. Suitable hazard area markings are to be placed.
- (iv) All personnel handling such substances must don the correct PPE capable of withstanding the corrosive/ chemical effects of the substance.
- (v) Protocols/ procedures for handling leaks of hazardous substances must be in place and exercised regularly.

(j) **Engineering Safety.** This includes safety while operating electrical, mechanical, hydraulic, pneumatic, chemical, gravitational, thermal and radiation equipment/ systems. Some general guidelines for Engineering Safety are:-

- (i) All machinery/ equipment must have protective guards, especially around moving parts.
- (ii) All systems must have clear operating instructions and must be operated only by qualified personnel donning the appropriate PPE. Personal operating machinery with moving parts must not wear loose fitting clothes.
- (iii) All safety devices/ cut-outs of the equipment/ machinery should be functional to prevent inadvertent operation of the equipment.
- (iv) Machinery/ equipment are not to be overloaded beyond their capacity.
- (v) Regular preventive and condition based maintenance is to be undertaken on systems/ equipment.
- (vi) All equipment is to be thoroughly inspected before and after use.
- (vii) No work is to be undertaken on a system when it is 'live'.
- (viii) All potential energy sources must be identified, isolated and energy released.
- (ix) 'Tag system' must be utilised for safe operation of electro-mechanical systems/ equipment.
- (x) Electrical works must comply with the Central Electricity Authority (Safety Requirements for Construction, Operation and Maintenance of Electrical Plants and Electric Lines) Regulations, 2011, Indian Electricity Act 2003 and Central Electricity Authority (Measures to Safety and Electrical Supply) Regulations, 2010.
- (xi) No electrical installation works shall be carried out except by an electrical Contractor licensed by the State Government and under the direct supervision of a person holding a certificate of competency recognised by the State Government.

- (xii) Domestic type power boards, double adaptors, 3 pin plug adapters and homemade power boards must not be used. All distribution boards and plug tops shall be of industrial type.
- (xiii) All electrical DBs and switchboards shall be identifiable with Contractor's name displayed on it.
- (xiv) All electrical equipment/ tools being used are to be properly grounded/ earthed.

(k) **Safety while Working in Enclosed/ Confined Spaces.**

- (i) Enclosed/ confined spaces are to be properly ventilated before commencement of any work.
- (ii) Multi-gas analysers are to be utilised to confirm the absence of hazardous gases before personnel enter any confined space.
- (iii) A diagrammatic layout of the enclosed/ confined space is to be available outside and is to be briefed to personnel entering.
- (iv) The space is to be adequately illuminated.
- (v) Personnel entering the space are to work in buddy pairs and be in constant communication with a supervisor outside.
- (vi) Adequate specialised PPE such as respirators/ breathing apparatus is to be available for use as required or in emergency

(l) **Safety in Explosion Hazard Areas.** Fire hazard is a primary concern in explosion hazard areas. Towards this the following are to be adhered to:-

- (i) The explosion hazard area is to be classified based on the type of stability and form of the explosive material and is to be clearly demarcated.
- (ii) All possible ignition sources within the area are to be identified and eliminated.
- (iii) All personnel working in the explosion hazard area are to wear anti-static clothing and PPE. Static discharge rods/ pipes are to be provided at entry points to the area.
- (iv) All lighting is to be hermetically enclosed/ sealed or non-arcing type lighting.
- (v) All electrical equipment in the area is to conform with IS 5571 (2009): Guide for Selection and Installation of Electrical Equipment in Hazardous Areas

(m) **Good Housekeeping.** Safety of operations depends largely on good house- keeping of the work areas. Towards this the following is to be ensured:-

- (i) The layout of the work-site/ work area is to be functional and efficient and conducive to facilitate order and cleanliness.
- (ii) All movements areas (aisles, passageways, transport areas and exits must be clear of obstacles).
- (iii) Special areas must be set aside for storage of materials, equipment/machinery, tools, and accessories.
- (iv) Designated waste/ scrap/ debris collection areas are to be set up with ease of access to vehicles for clearing these.
- (v) Racks are to be set up for hand tools/ implements above work tables.

- (vi) Floor covering materials as required for surface protection and cleaning are to be placed.
- (vii) Suitable screens for limiting spread of dust/ soot/ hazardous fumes/water must be positioned.
- (viii) Drainage channels for waste water are to be created.
- (ix) Special groups of personnel are to be nominated for day-to-day/ periodic cleaning, maintenance and repair of facilities.
- (x) Every worker is to be made responsible for cleaning his/ her own work place.
- (xi) Supervisors are to be responsible for ensuring good house-keeping.

TEMPLATE FOR FIELD SAFETY AUDIT

<u>Unit Name -</u>				<u>Contract Name -</u>		
<u>Date -</u>						
<u>Details of Audit Team</u>						
1.						
2.						
3.						
<u>Name of Contractor Safety Officer/Supervisor-</u>						
<u>Ser</u>	<u>Work Site/Dept</u>	<u>No of personnel observed</u>		<u>No of violations Observed</u>		<u>Remarks</u>
		<u>Safe Workers</u>	<u>Violators</u>	<u>Major</u>	<u>Minor</u>	
1.						
2.						
3.						
4.						
5.	Unsafe Work Condition/Hazards Observed (a) (b) (c) (d)					
6.	Maintenance of safety records by contractor					
7.	Adequacy and condition of PPE in use					
8.	Safe operation status of machinery equipment in use					
9.	Miscellaneous issue/ observations					

Note:

Field Safety Audit is to be undertaken only by observation of activities of the Workers at the work-site, while work is in progress, and recording safety observations.

Minor violations include non-usage of PPE, poor electrical hygiene, poor housekeeping, improper use of tools, smoking at work-site, etc.

Major violations include using non-load tested equipment, road safety violations, work permit violations, non-availability of appropriate PPE/tools, environmental damage etc.

FORMAT OF QUALITY CLAIM

Quality Claim to the Contract Number dated
.....

Claim Protocol Number
.....

Laid down on (Name of the Claimed
Equipment)

Concerning
.....

Commission, consisting of Chairman
and

Members
..... has

acquainted with the claimed equipment and made the following decision:-

1. (Item Description and Serial Number
..... (give details of equipment), produced/
manufactured by the (name of producer/ manufacturer)
on (date of production/ manufacture), number of running
hours (hours), with guarantee period of (years,
months), of which (years, months completed). From the beginning
of operation, the product has been operating for hours.
2. (Indicate
operation conditions of the equipment, type of fuel and oil used during operation of
the equipment, etc.)
3. (Description
of the defect, the date and circumstances under which the defect was ascertained,
short description of the probable causes and probable consequences of the defect).
4. List of units (or their parts)..... (defective
equipment will remain in that organisation's storeroom or where it has been
operating, till arrival of the Seller's instruction)
5. Conclusion of the Commission.....
(e.g. on investigation the commission decided that the claimed equipment is not
serviceable and that it must be subject to repair or must be replaced with a new
equipment. The kind of repair and place where the repair should be carried out are
to be stated).

(a) The following parts are required for the repair of the equipment (or its parts)
.....

(b) The defect occurred within the guarantee period from the reason as follows

(c) The costs of the repair of the equipment or its parts

(d) The costs of the repair will be debited to (manufacturer/ owner).

(e) To settle the claim, the Seller has to replace the equipment and dispatch the unit and other parts (indicate the parts and where the repair should be carried out, the manner of reimbursement of costs connected with the repair of the equipment, etc.)

Supplementary Data

6. The equipment was handed over in accordance with the Number on (date).

7. The following documents are enclosed to this claim protocol to support the justification of the claim:-

(a)

(b)

(Photos, samples, results of analysis, packing sheets, etc.)

Signature of the Commission Members and Chairman, with place and date of issue

.....

.....

.....

FORMAT OF QUANTITY CLAIM

Quantity Claim to the Contract Number dated
 Claim Protocol Number Laid down
 for inter/ tare storage

Commission, consisting of Chairman and Members
 having
 examined the state of the delivered equipment, ascertained as follows:-

1. The equipment was delivered by M/s
 against Bill of Lading Number of in the
 quantity of one collo with the Marking
 Case Number

2. The obtained equipment is delivered under Contract Number
 Item Serial Number Cost

3. The state of packing and seals on goods packages, correspondence of the gross
 weight and the weight indicated in the way bills (packing lists), and numbers of the colli
 are to be pointed out Condition of the colli
 Gross weight of the
 colli Net weight of the colli

4. While unpacking the goods packages, the following discrepancy between the shipping
 documents (packing lists) and the packed equipment was discovered/ separately for
 each package

5. Conclusion of the
 Commission

6. The following documents confirming the justification of the complaint are attached with
 the report (Packing list, photos of the damaged goods,
 etc.)

Chairman :
 Members :

Place and date of issue :