



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2025/B/5803944  
Dated/दिनांक : 10-01-2025

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	20-01-2025 12:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	20-01-2025 12:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Defence
Department Name/विभाग का नाम	Department Of Defence
Organisation Name/संगठन का नाम	Indian Coast Guard
Office Name/कार्यालय का नाम	*****
क्रैता ईमेल/Buyer Email	jkchaudhary.02006@icg.gov.in
Item Category/मद केटेगरी	Repair and Overhauling Service - Crimping of emergency diesel driven pump suction hose; Crimping of emergency diesel driven pump suction hose; No; Service Provider Premises, Buyer Premises , Repair and Overhauling Service - One in no pin hole observed from fire main pipeline; One in no pin hole observed from fire main pipeline; No; Service Provider Premises, Buyer Premises , Repair and Overhauling Service - Fuel oil storage tank no 56 and port RU tank sounding pipe plug valves; Fuel oil storage tank no 56 and port RU tank sounding pipe plug valves; No; Service Provider Premises, Buyer Premises , Repair and Overhauling Service - Fwater leakage observed due to 01 fair crack along welded joint of port DA exhaust pipe; water leakage observed due to 01 fair crack along welded joint of port DA exhaust pipe; No; Service Provider Premises, Buyer Pre.. , Repair and Overhauling Service - Portable HP Air compressor charging hose adopter deteriorated; Portable HP Air compressor charging hose adopter deteriorated; No; Service Provider Premises, Buyer Premises , Repair and Overhauling Service - Plastic hydrant cap for 05 in nos fire hydrants; Plastic hydrant cap for 05 in nos fire hydrants; No; Service Provider Premises, Buyer Premises
Contract Period/अनुबंध अवधि	3 Month(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	6 Lakh (s)

<b>Bid Details/बिड विवरण</b>	
<b>Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष</b>	3 Year (s)
<b>MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है</b>	Yes
<b>Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट</b>	No
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	Yes
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Item wise evaluation/
<b>Arbitration Clause</b>	No
<b>Mediation Clause</b>	No

**EMD Detail/ईएमडी विवरण**

Required/आवश्यकता	No
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**ePBG Detail/ईपीबीजी विवरण**

Required/आवश्यकता	No
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**MII Compliance/एमआईआई अनुपालन**

MII Compliance/एमआईआई अनुपालन	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
3. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
4. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**Payment Terms:**[1736488556.pdf](#)

**Product Details:**[1736488591.pdf](#)

**Scope of Work:**[1736488596.pdf](#)

**Terms and Conditions pertaining to the Bid/Contract:**[1736488608.pdf](#)

**Penalty Terms:**[1736488615.pdf](#)

**Financial Break up Format:**[1736488621.pdf](#)

**Evaluation Method ( Item Wise Evaluation Method )**

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Item/Category	Quantity

Schedule 1	Repair And Overhauling Service - Crimping Of Emergency Diesel Driven Pump Suction Hose; Crimping Of Emergency Diesel Driven Pump Suction Hose; No; Service Provider Premises, Buyer Premises	Number of Products to be Repaired : 1
Schedule 2	Repair And Overhauling Service - One In No Pin Hole Observed From Fire Main Pipeline; One In No Pin Hole Observed From Fire Main Pipeline; No; Service Provider Premises, Buyer Premises	Number of Products to be Repaired : 1
Schedule 3	Repair And Overhauling Service - Fuel Oil Storage Tank No 56 And Port Ru Tank Sounding Pipe Plug Valves; Fuel Oil Storage Tank No 56 And Port Ru Tank Sounding Pipe Plug Valves; No; Service Provider Premises, Buyer Premises	Number of Products to be Repaired : 1
Schedule 4	Repair And Overhauling Service - Fwater Leakage Observed Due To 01 Fair Crack Along Welded Joint Of Port Da Exhaust Pipe; Water Leakage Observed Due To 01 Fair Crack Along Welded Joint Of Port Da Exhaust Pipe; No; Service Provider Premises, Buyer Pre..	Number of Products to be Repaired : 1
Schedule 5	Repair And Overhauling Service - Portable Hp Air Compressor Charging Hose Adopter Deteriorated; Portable Hp Air Compressor Charging Hose Adopter Deteriorated; No; Service Provider Premises, Buyer Premises	Number of Products to be Repaired : 1
Schedule 6	Repair And Overhauling Service - Plastic Hydrant Cap For 05 In Nos Fire Hydrants; Plastic Hydrant Cap For 05 In Nos Fire Hydrants; No; Service Provider Premises, Buyer Premises	Number of Products to be Repaired : 1

**Repair And Overhauling Service - Crimping Of Emergency Diesel Driven Pump Suction Hose; Crimping Of Emergency Diesel Driven Pump Suction Hose; No; Service Provider Premises, Buyer Premises ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Product Category	Crimping of emergency diesel driven pump suction hose
Product Brand	Crimping of emergency diesel driven pump suction hose
Spares Required	No
Place of Repair/Maintenance	Service Provider Premises , Buyer Premises
<b>Addon(s)/एडऑन</b>	
<b>Additional Details/अतिरिक्त विवरण</b>	
Product Details	E-07: Crimping of emergency diesel driven pump suction hose to be carried out at both end. Repair/renewal of strainer and coupling.

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Products to be Repaired	Additional Requirement/अतिरिक्त आवश्यकता
1	*****	*****Jagatsinghapur	1	N/A

**Repair And Overhauling Service - One In No Pin Hole Observed From Fire Main Pipeline; One In No Pin Hole Observed From Fire Main Pipeline; No; Service Provider Premises, Buyer Premises ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specifi cation	Values
<b>Core</b>	
Product Category	One in no pin hole observed from fire main pipeline
Product Brand	One in no pin hole observed from fire main pipeline
Spares Required	No
Place of Repair/Maintenance	Service Provider Premises , Buyer Premises
<b>Addon(s)/एडऑन</b>	
<b>Additional Details/अतिरिक्त विवरण</b>	
Product Details	E-11: One in no. pin hole observed from fire main pipeline (Dia:50mm, Length:2.5 Mtrs, Mat: SS) in ATU compartment. Pipeline to be repaired/renewed as per sample. Pipeline to be pressure tested at 05 bar an painted red post repair/renewal. In way job includes removal and re-fitment of pipe.

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़****Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Products to be Repaired	Additional Requirement/अतिरिक्त आवश्यकता
1	*****	*****Jagatsinghapur	1	N/A

**Repair And Overhauling Service - Fuel Oil Storage Tank No 56 And Port RU Tank Sounding Pipe Plug Valves; Fuel Oil Storage Tank No 56 And Port RU Tank Sounding Pipe Plug Valves; No; Service Provider Premises, Buyer Premises ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Product Category	Fuel oil storage tank no 56 and port RU tank sounding pipe plug valves
Product Brand	Fuel oil storage tank no 56 and port RU tank sounding pipe plug valves
Spares Required	No
Place of Repair/ Maintenance	Service Provider Premises , Buyer Premises
<b>Addon(s)/एडऑन</b>	
<b>Additional Details/अतिरिक्त विवरण</b>	
Product Details	E-13: Fuel oil storage tank no. 5,6 and port RU tank sounding pipe plug valves and test cock are not holding. Also, port RU tank plug valve self-closing counterweight mechanism handle deteriorated and jammed. Defective plug valves and test cocks to be overhauled/renewed and handle to be fabricated as per sample.

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Products to be Repaired	Additional Requirement/अतिरिक्त आवश्यकता
1	*****	*****Jagatsinghapur	1	N/A

**Repair And Overhauling Service - Fwater Leakage Observed Due To 01 Fair Crack Along Welded Joint Of Port DA Exhaust Pipe; Water Leakage Observed Due To 01 Fair Crack Along Welded Joint Of Port DA Exhaust Pipe; No; Service Provider Premises, Buyer Pre.. ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specifi cation	Values
<b>Core</b>	
Produc t Category	Fwater leakage observed due to 01 fair crack along welded joint of port DA exhaust pipe
Produc t Brand	water leakage observed due to 01 fair crack along welded joint of port DA exhaust pipe
Spares Required	No
Place of Repair /Maint enance	Service Provider Premises , Buyer Premises
<b>Addon(s)/एडऑन</b>	
<b>Additional Details/अतिरिक्त विवरण</b>	
Produc t Details	E-14: water leakage observed due to 01 fair crack along welded joint of port DA exhaust pipe. Joint to be repaired/renewed as per sample (Mat: Cast Iron, Shape: T-Joint with 900 bend, bend pipe dia:25mm) and proved for nil leakage. In way job includes removal of old lagging (approx area:03 Sq. mtrs) and renewal of lagging alongwith cladding (Mat: GI sheet).

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Products to be Repaired	Additional Requirement/अतिरिक्त आवश्यकता
1	*****	*****Jagatsinghapur	1	N/A

**Repair And Overhauling Service - Portable HP Air Compressor Charging Hose Adopter Deteriorated; Portable HP Air Compressor Charging Hose Adopter Deteriorated; No; Service Provider Premises, Buyer Premises ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Product Category	Portable HP Air compressor charging hose adopter deteriorated
Product Brand	Portable HP Air compressor charging hose adopter deteriorated
Spares Required	No
Place of Repair/Maintenance	Service Provider Premises , Buyer Premises
<b>Addon(s)/एडऑन</b>	
<b>Additional Details/अतिरिक्त विवरण</b>	
Product Details	E-16: Portable HP Air compressor charging hose adopter deteriorated, niddle valve (Aize:1/2 inch) stucked and charging hose rupture and kinked at multiple places. Adoptor to be repaired/renewed, niddle valve to be serviced and hose to be renewed as per sample.

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Products to be Repaired	Additional Requirement/अतिरिक्त आवश्यकता
1	*****	*****Jagatsinghapur	1	N/A

**Repair And Overhauling Service - Plastic Hydrant Cap For 05 In Nos Fire Hydrants; Plastic Hydrant Cap For 05 In Nos Fire Hydrants; No; Service Provider Premises, Buyer Premises ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Product Category	Plastic hydrant cap for 05 in nos fire hydrants
Product Brand	Plastic hydrant cap for 05 in nos fire hydrants
Spares Required	No



Specification	Values
Place of Repair/Maintenance	Service Provider Premises , Buyer Premises
<b>Addon(s)/एडऑन</b>	
<b>Additional Details/अतिरिक्त विवरण</b>	
Product Details	E-17: Plastic hydrant cap for 05 in nos. fire hydrants (Dia:50 mm) and 01 in no. fresh water hydrant (Dia:40mm) deteriorated. Same to be fabricated as per sample.

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Products to be Repaired	Additional Requirement/अतिरिक्त आवश्यकता
1	*****	*****Jagatsinghapur	1	N/A

#### Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

##### 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

##### 2. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

ICGS C-425  
C/O- CGD HQ-7  
BADAPADIA  
PARADIP  
ODISHA, 754142

##### 3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

#### **Part-I - General Information**

**1. Last Date and Time of depositing the Bids:** The online bids should be uploaded by due date and time. The responsibility to ensure lies with the bidder.

**2. Manner of depositing the Bids:** Online bids should be scanned and uploaded before due date and time. Late tenders will not be considered. No responsibilities will be taken for technical delay or not uploading of bid documents. Bids sent by fax/ email will not be considered.

**3. Time and date for opening of Bids:** (If due to any exigency, the due date is declared as a holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by Buyer).

**4. Location of Tender Box:** NA.

**5. Two Bid system:** The case is being processed on two bid system as per GeM Portal.

**6. Forwarding of Bids:** Bids should be uploaded by Bidders online GeM Portal.

**7. Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 07(Seven) days prior to the date of opening of the Bids. The clarification by the purchaser will be uploaded online.

**8. Modification and Withdrawal of Bids:** The Bidder may modify (resubmit) his bid online after submission, as per the provisions available on the portal. No bid shall be modified after the deadline for submission of bids.

(a) If bidder desires to withdraw before bid submission closing date/time, he may do so **online** in the portal.

(b) No bid may be withdrawn in the interval between the deadline for submission of bids and expiry of the period of the specified bid validity.

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

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

**11. Unwillingness to quote:** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.

**12. Validity of Bids:** The Bids should remain valid for **90 days** from the date of opening of tenders from the last date of submission of the Bids.

**13. Earnest Money Deposit:** EMD is to remain valid for a period of forty five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiring of final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of performance security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC), Dept of MoD or MoD itself. The EMD 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. As per GoI Ministry of Finance letter No. F.9/4/2020-PPD dated 12 Nov 2020 no provision regarding Bid Security should be kept in Bid documents in future and only provision for Bids Security declaration kept in Bid documents for all tenders is valid till 31.12.2021.

## **Part II - Essential Details of Service required.**

**1. Schedule of Requirements** – Work Package/Scope of work required are as follows:

### **Description**

**E-07:** Crimping of emergency diesel driven pump suction hose to be carried out at both end. Repair/renewal of strainer and coupling.

**E-11:** One in no. pin hole observed from fire main pipeline (Dia:50mm, Length:2.5 Mtrs, Mat: SS) in ATU compartment. Pipeline to be repaired/renewed as per sample. Pipeline to be pressure tested at 05 bar and painted red post repair/renewal. In way job includes removal and re-fitment of pipe.

**E-13:** Fuel oil storage tank no. 5,6 and port RU tank sounding pipe plug valves and test cock are not holding. Also, port RU tank plug valve self-closing counterweight mechanism handle deteriorated and jammed. Defective plug valves and test cocks to be overhauled/renewed and handle to be fabricated as per sample.

**E-14:** water leakage observed due to 01 fair crack along welded joint of port DA exhaust pipe. Joint to be repaired/renewed as per sample (Mat: Cast Iron, Shape: T-Joint with 90° bend, bend pipe dia:25mm) and proved for nil leakage. In way job includes removal of old lagging (approx area:03 Sq. mtrs) and renewal of lagging alongwith cladding (Mat: GI sheet).

**E-16:** Portable HP Air compressor charging hose adaptor deteriorated, middle valve (Aize:1/2 inch) stuck and charging hose rupture and kinked at multiple places. Adaptor to be repaired/renewed, middle valve to be serviced and hose to be renewed as per sample.

**E-17:** Plastic hydrant cap for 05 in nos. fire hydrants (Dia:50 mm) and 01 in no. fresh water hydrant (Dia:40mm) deteriorated. Same to be fabricated as per sample.

**2. Work completion schedule:** Completion period for the said job would be within **90 days** from the date of placement of work order.

**3.** In case your firm is not willing to quote due to any reasons, your regret should be sent well before the due date, failing which your firm can be de-listed from the Contractor's list.

**4.** The L-1 firm will be decided on cost of individual services, repair charges on not exceeding basis, applicable taxes and duties (including exemptions sought/ granted).

**5. Online submission of Single-Bids-system:** The case is being processed on Single-Bid system and Bids would be opened online at the time and date mentioned in critical Date Sheet.

**Conditions under which this RFP is issued.**

**6.** This RFP is being issued with no financial commitment and Customer reserves the right to change or vary any part thereof at any stage. The Customer reserves the right to reject any or all of the offers without signing any reason whatsoever. The Customer also reserves the right to withdraw the RFP should it be so necessary at any stage.

**PART III - Standard Conditions of RFP**

The Bidder is required to give confirmation of their acceptance of the Standard condition of the request for proposal mentioned below which will automatically be considered as part of the contract concluded with the successful bidder (i.e. Seller in the contract) as selected by the buyer. Failure to do so may result in rejection of the bid submitted by the bidder.

1. **Law:** The contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

**2. Effective Date of the Work Order:** The contract shall come into effect on the date of signature of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the date of the contract.

**3. Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (available in MoD website).

te and can be provide on request).

**4. Penalty for use of Undue influence:** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favor or disfavor 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 had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favor in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

**5. Agents / Agency Commission:** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

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

**7. Non-disclosure of Contract documents:** Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

**8. Liquidated Damages:** In the event of the Seller's/ contractor to complete the scope of work as specified in part II of Para 2. The Buyer may at his discretion withhold any payment until the completion of the contract. The buyer may also deduct from the seller as agreed. Liquidate damages to the sum of 0.5 % of the contract price of the delayed/ undelivered services mentioned above for every week of delay or part of a week, subject to the maximum value of the liquidated damages being not higher than 10 % of the value of the delayed services.

**9. Termination of Contract:** The buyer shall have the right to terminate this contract in part or in full in any of the following cases:-

- a. The delivery/ services of the material is delayed for causes not attributable to Force Majeure for more than **(02 months)** after the schedule date of delivery.
- (b) The seller is declared bankrupt or becomes insolvent
- (c) The delivery of material/ services is delayed due to causes of Force majeure by more than 02 Months provided Force Majeure clause is included in contract.

- (d) The buyer has noticed that the seller has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual /company etc.
- (e) As per decision of the Arbitration Tribunal.

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

**11. Transfer and Sub-letting:** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

**12. Patents and other Industrial Property Rights:** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

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

**14. Taxes and Duties:**

(a) **In respect of Foreign Bidders:** Blank

(b) **In respect of Indigenous Bidders:** Blank

(c) **GST:** HSN code is to be mentioned against the item. The applicable GST will be paid against the proof of payment to Govt. Relevant notification against this HSN code will be uploaded after downloading the same from CBEC website.

(d) **GST Clause:** As an independent contractor, you shall be solely responsible to satisfy any current or future taxes that may be imposed (including Goods & Services Tax Act 2014) under the relevant legislation, charges fees and other government imposed responsibilities (if any) from the referral fees paid by the consumer to you. The Consumer shall not be making any additional payments towards satisfaction of such taxes.

**15. Pre-Integrity Pact Clause:** A Pre-Integrity Pact is concluded between Buyer and Seller as per Form DPM-10 enclosed to Part-III of this Work Order.

**Part IV- Special Conditions of RFP**

The bidder is required to give confirmation of their acceptance of special conditions of the RFP mentioned below which will automatically be considered as part of the contract concluded with the successful bidder as selected by the buyer. Failure to do so may result in rejection of Bid submit by the Bidder.

**Performance Guarantee: (For work order more than Rs. 5 Lakh or more)**

1. **Indigenous cases:** The bidder is required to furnish a Performance Guarantee by way of bank guarantee through a public sector bank or a private sector bank authorised to conduct government business (ICICI Bank Ltd, Axis Bank Ltd or HDFC Bank Ltd) for a sum **equal to 3%-10%** of the contract value within 30 days of the receipt of the confirmed order. Performance bank Guarantee should be valid upto 60 days beyond the date of warranty. The specimen of PBG is given in Form DPM-15 (available in MoD website and can be provided on request). As per GoI Ministry of Finance letter No. F.1/2/2023-PPD dated 03 Apr 23. PBG is reduced from existing 3-10% of the value of contracts.

2. **Repeat Order Clause:** Blank

3. **Tolerance Clause:** Blank

**4. Payment terms for Foreign Sellers:** Blank

**5. Payment Terms for Indigenous Sellers:** It will be mandatory for the Bidders to indicate their bank account numbers and relevant e-payment details so that payment could be made through ECS/EFT. 100% payment will be made on delivery of items after inspection of items.

**6. Advance Payment:** No advance a payment(s) will be made.

**7. Paying Authority: Additional Controller of Defence Accounts (Navy), Kolkata**

**8. Force Majeure clause:**

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

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

**9. Inspection Authority:** The inspection will be carried out by **Commanding Officer ICGS C-4**  
**25.** The mode of Inspection will be User Inspection.

**10. Warranty:** The successful bidder has to withstand warranty for a duration of 06 months w.e.f. the day of completion of job. The successful bidder will be liable to dock the ship in case of failure of welding etc.

## **PART-V**

### **EVALUATION CRITERIA & PRICE BID ISSUES**

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

(a) Only those bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirement of the RFP and considered.

(b) The lowest Bid will be decided upon the lowest price quote by the particular Bidder as per Price Format at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows:

(i) In cases where only Indian Bidders are competing, L-1 bidder will be determined by excluding levies, taxes and duties levied by Central/ State/ Such as excise duty, GST etc of services / final product, as quoted by bidders.

**2. Price Bid Format (to be used for L-1 determination):** The commercial bid format as BoQ.xls is given along with to this RFP. Bidders are required to fill up this correctly with full details, as required.

(a) **Basic cost of work:**

Firms to quote/ submit commercial bids as per the below mentioned format:

#### **Description**

**E-07:** Crimping of emergency diesel driven pump suction hose to be carried out at both end. Repair/renewal of strainer and coupling.

**E-11:** One in no. pin hole observed from fire main pipeline (Dia:50mm, Length:2.5 Mtrs, Mat:SS) in ATU compartment. Pipeline to be repaired/renewed as per sample. Pipeline to be pressure tested at 05 bar on painted red post repair/renewal. In way job includes removal and re-fitment of pipe.

**E-13:** Fuel oil storage tank no. 5,6 and port RU tank sounding pipe plug valves and test cock are not holding. Also, port RU tank plug valve self-closing counterweight mechanism handle deteriorated and jammed. Defective plug valves and test cocks to be overhauled/renewed and handle to be fabricated as per sample.

**E-14:** water leakage observed due to 01 fair crack along welded joint of port DA exhaust pipe. Joint to be repaired/renewed as per sample (Mat: Cast Iron, Shape: T-Joint with 90° bend, bend pipe dia:25mm) and proved for nil leakage. In way job includes removal of old lagging (approx area:03 Sq. mtrs) and renewal of lagging alongwith cladding (Mat:GI sheet).

**E-16:** Portable HP Air compressor charging hose adopter deteriorated, middle valve (Aize:1/2 inch) stuck and charging hose rupture and kinked at multiple places. Adopter to be repaired/renewed, middle valve to be serviced and hose to be renewed as per sample.

**E-17:** Plastic hydrant cap for 05 in nos. fire hydrants (Dia:50 mm) and 01 in no. fresh water hydrant (Dia:40mm) deteriorated. Same to be fabricated as per sample.

**Note:** L-1 bidder will be determined by excluding levies, taxes and duties levied by Central / State / Such as excise duty, GST etc. of services/ final product, as quoted by bidders.

#### **Additional information in Price Bid on GST (not in scope of L-1 determination)**

a. Is GST extra ?

b. If yes, then mention the following:-

i. Total value on which GST is livable.

ii. Rate of GST

iii. GST certificate.

iv. Is Custom Duty Exemption (CDE) required

v. If yes, then mention the following:-

vi. Custom notification number under which CDE can be given (enclose a copy)

vii. CIF value of stores to be imported

viii. Rate of Customs Duty payable

ix. Total amount of Customs Duty payable

## **Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export

experience.

11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---