

## **SCOPE OF WORK**

### **SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF PERIPHERAL SUPPORT SYSTEM FOR STRAIGHTENING AND BENDING MACHINE (RUSSIAN MAKE) ON TURNKEY BASIS**

1. Supply, Installation, Testing & commissioning of double copper wound isolation transformer 3 phase AC 50 Hz box type air cooled with following requirements.  
Input: 0-400V - 415V-440V - 3 Phase 50Hz.  
Output: 0 - 380V  
Capacity: 25W
2. Supply, Installation, Testing & commissioning of LT Distribution panel with 14/16 CRCA sheet suitable for 3Ph, four wire 415-V-440V-380V with four pole 350 amp Aluminium busbar and comprising of the following.
  - 1) MCCB 200Amp 4 pole 25 KA -1Nos.
  - 2) 63 Amp TPN MCB - 4 Nos. as O/G
  - 3) 32 Amp TPN MCB - 4 Nos. as O/G
  - 4) Digital type ammeter - 1 Nos.
  - 5) Digital type Voltmeter - 1 Nos.
  - 6) RYB Indication Lamps -1 Set.
3. Supply, Testing, laying and connecting of 1100V grade copper armoured cable of size 3.5 core 150sqmm.
4. Shell - Tellus 46 Grade Hyd. oil  
ISI specification - 800LTR
5. Shell Alvinia - (EF) Grade  
Grease - 50kg
6. Connecting / Flushing / Recharging of machinery to the satisfaction of Russian Visiting Team.

## TECHNICAL SPECIFICATIONS

Sr. No.	Description	Technical Specification
1	Type	<b>Transformer</b>
2	Technology	Double copper Coated Isolation Transformer
3	Input Supply	0-400V - 415V - 440V
4	Output Supply	0-380V
5	Capacity	25KW
6	Phase	3 Phase 50HZ.
7	Frequency	50/60 Hz
Sr. No.	Description	Technical Specification
1	Type	<b>LT Distribution Panel</b>
2	Technology	14/16 CRCA sheet suitable for 3 ph, four wire 415-V-380V with four pole 350 amp Copper bush bar
3	Accessories with Panel	a) MCCB 200Amps 4 pole 25 KA -1 in nos
		b)63 Amp TCN MCB-4 Nos as O/G
		c)32 Amp TCN MCB-4 Nos as O/G
		d)Digital Type Ammeter – 1 in no.
		e)Digital Type Voltmeter – 1 in no
		f)Digital Type Lamps – 1 set.
Sr. No.	Description	Technical Specification
1	Type	<b>Connecting Electrical Cable</b>
2	Technology	LT Copper armoured cable
3	Voltage	1100V Grade
4	Size	4 Core 150 sqmm.
Sr. No.	Description	Technical Specification
1	Hyd Oil	Shell Tellus -46
Sr. No.	Description	Technical Specification
1	Grease	Shell Alvinia (EF)

## **Part III – Standard Conditions of RFP**

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

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

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

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

4. **Penalty for use of Undue influence:** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offence by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 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 favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. **Agents / Agency Commission:** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor

has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

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

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

**8. Liquidated Damages:** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

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

(a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than (03 months) after the scheduled date of delivery.

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

(c) The delivery of material is delayed due to causes of Force Majeure by more than ( 06months) provided Force Majeure clause is included in contract.

(d) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

(e) As per decision of the Arbitration Tribunal.

**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**

##### **i) General**

1. If Bidder desires to ask for excise duty or Sales Tax / VAT extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

2. If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entreated after the opening of tenders.

3. Bidders must indicate separately the relevant Taxes/Duties likely to be paid in connection with delivery of completed goods specified in RFP. In absence of this, the total cost quoted by them in their bids will be taken into account in the ranking of bids.

4. If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

5. Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

## **ii) Customs Duty –**

1. For imported stores offered against forward delivery, the Bidder shall quote prices thereof exclusive of customs duty. The Bidder shall specify separately the C.I.F. prices and total amount of customs duty payable. They will also indicate correctly the rate of customs duty applicable along with Indian Customs Tariff Number. Customs duty as actually paid will be reimbursed on production of necessary documents i.e. (i) Triplicate copy of the bill of entry; (ii) copy of bill of lading; (iii) a copy of foreign principal's invoice. However, if the Bidder imports the stores in question against his own commercial quota Import Licences, he will also be required to submit in addition the triplicate copy of bills of entry etc. a certificate from his Internal Auditor on the bill itself, to the effect that the following items/quantity in the bill of entry related to the stores imported against Defence Buyer contract number..... dated.....

2. Subsequent to the reimbursement of customs duty, the Bidder will submit to the concerned Payment Authority 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 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.

3. In case the Bidder obtains any refund of customs duty, subsequently to the payment of the same by him to the customs authorities and reimbursement of the customs duty to him by the Payment Authority, he should forthwith furnish the details of the refund obtained and afford full credit of the same to the Buyer.

## **iii) Excise Duty**

1. Where the excise duty is payable on advalorem basis, the Bidder should submit along with the tender, the relevant form and the Manufacturer's price list showing the actual assessable value of the stores as approved by the Excise authorities.

2. Bidders should note that in case any refund of excise duty is granted to them by Excise 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 Excise Duty, originally paid for the stores supplied under the contract. In case of their failure to do so, within 10 days of the issue of the excise duty refund orders to them by the Excise Authorities the Buyer would be empowered to deduct a sum equivalent to the amount refunded by the Excise Authorities without any further reference to them from any of their outstanding bills against the contract or any other pending Government Contract and that no disputes on this account would be raised by them.

3. The Seller is also required to furnish to the Paying Authority the following certificates:

(a) Certificate with each bill to the effect that no refund has been obtained in respect of the reimbursement of excise duty made to the Seller during three months immediately preceding the date of the claim covered by the relevant bill.

(b) Certificate as to whether refunds have been obtained or applied for by them or not in the preceding financial year after the annual Audit of their accounts also indicating details of such refunds/applications, if any.

(c) A certificate along with the final payment bills of the Seller to the effect whether or not they have any pending appeal/protest for refund or partial refund of excise duties already reimbursed to the Seller by the Government pending with the Excise authorities and if so, the nature, the amount involved, and the position of such appeals.

(d) An undertaking to the effect that in case it is detected by the Government that any refund from Excise Authority was obtained by the Seller after obtaining reimbursement from the Paying Authority, and if the same is not immediately refunded by the Seller to the Paying Authority giving details and particulars of the transactions, Paying Authority will have full authority to recover such amounts from the Seller's outstanding bills against that particular contract or any other pending Government contracts and that no dispute on this account would be raised by the Seller.

4. 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 Excise Duty on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.

#### **iv) Sales Tax / VAT**

1. If it is desired by the Bidder to ask for Sales tax / VAT to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of sales tax and no liability of sales tax will be developed upon the Buyer.

2. On the Bids quoting sales tax extra, the rate and the nature of Sales Tax applicable at the time of supply should be shown separately. Sales tax will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax and the same is payable as per the terms of the contract.

#### **v) Octroi Duty & Local Taxes**

1. Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorised officer. Seller should ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.

2. In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or bylaws/ notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

## **15 - LABOUR REGULATIONS**

i). **Contract Labour (R&A) Act.** Contractor should obtain licence under section 12 and 13 of the contract labour (Regulation & Abolition) act and rules made there under and the same should be kept valid atleast until the expiry of contract with ND(MB). The licence should be shown as and when demanded by the concerned ND (MB) authorities. Failure to obtain the licence may lead to termination of the contract. The Contractor shall carryout his obligations and duties under the Contract labour (R & A) Act 1970 and the rules framed hereunder.

ii). **Minimum Wages Act.** The contractor shall pay to the employee not less than the minimum wages and allowances applicable to the Engineering Industry as notified from time to time by the State Govt. under the Minimum Wages Act. Contractor shall be responsible for timely payment of wages of all employees engaged in ND(MB) not less than the prescribed minimum wages in each case and without any deductions of any kind except specified by Government of permissible under the Payment of Wages Act.

iii). **PF Act & Scheme.** The contractor wherever applicable shall cover all his eligible employees engaged on ND(MB) jobs under the Employees Provident Fund Act & Scheme and Family Pension scheme and pay the contribution both in respect of his employees and his own. He shall submit all the necessary returns and other particulars periodically as prescribed under the said insurance scheme by filling requisite returns to concerned authorities and obtaining Code Number/Account Numbers. Contractor should remit employees and employers contributions directly to the concerned authorities with inspection and Administrative charges as per relevant provision of the concerning Acts and Schemes made there under within 15 days from the close of every month.

iv). **E.S.I. Act.** Contractor should also cover all the contract labourers working on ND(MB) jobs, under the Employees State Insurance Act and Scheme by furnishing necessary returns to appropriate authority and pay both employees and employers contributions in respect of these employees to the concerned authorities within 20 days from the close of every month. Contractor should produce proof of such remittances to the contracting authority along with full details of contributions etc, as and when such details are sought. He shall also give us an undertaking that he will not engage any one on our work, who is not duly covered under the said Act Scheme.

v). **Uniform** All personnel including supervisors employed for the work on the premises of the Yard will wear uniform with firms name prominently printed on front side and back side. All employees of the firm should be provided with personal protective clothing such a shoes, gloves, cap, and Mayon etc.



16. **Registration with the Yard**

(a) Following documents are required to be submitted by vendors not registered with Naval Dockyard, Mumbai alongwith the Technical Bid, which will be referred to as part of the evaluation process:-

- (i) State Sales Tax Certificate
- (ii) Central Sales Tax Certificate
- (iii) Incorporation Certificate/Shop & Establishment Certificate
- (iv) Bank Solvency Certificate (Taken within last one year)
- (v) Valid Financial rating Certificate from M/s CRISIL/SMERA/D&B or any organization of similar repute
- (vi) Partnership deed, if any.
- (vii) Purchase Order Copies (Latest)
- (viii) Copy of last three years Balance Sheet attested by C. A.”

(b) The L1 bidder will have to obtain a temporary registration from Quality Assurance (QA) Department of ND (MB), if not already registered for the same item/range of products/goods or services. Work order will be placed on the L1 bidder only after confirmation from QA Dept that registration formalities are in 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 (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

### **1. Performance Guarantee:**

The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order.

Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).

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

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

**4. Tolerance Clause** – To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to **50%** plus/minus increase or decrease the quantity of the required goods upto that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

**5. Payment Terms** - It will be mandatory for the Bidders to indicate their bank account numbers and other relevant 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 at Form DPM-11 (Available in MoD website and can be given on request). The payment will be made as per the following terms, on production of the requisite documents:

- a) **100% Payment will be made on completion of job as per SOW placed at Annexure to Part II of RFP and duly certified by the user Manager/inspection authority**

**6. Advance Payment:- No advance payments will be made**

**7. Paying Authority:**

a. Sellers: (Name and address, contact details). The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:

i. Ink-signed copy of Commercial invoice / Seller's bill.

ii. CRVs in duplicate.

iii. Inspection note.

iv. Claim for statutory and other levies to be supported with requisite documents. Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.

v. Guarantee / Warranty certificate.

vi. Performance Bank guarantee.

vii. 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).

viii. Any other document / certificate that may be provided for in the Supply Order / Contract.

ix. User Acceptance.

x. Xerox copy of PBG.

8. **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 offer to sell stores of identical description to any persons/Organisation including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.

b. If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organisation including the Buyer or any Deptt, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above Stipulation will, however, not apply to:--

i. Exports by the Seller.

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

iii. Sale of goods such as drugs which have expiry dates.

iv. Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private parties and bodies.

c. The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract – “We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/organisation including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract except for quantity of stores categories under sub-clauses (a),(b) and (c) of sub-para (ii) above details of which are given below - .....”.

## **9. Risk & Expense clause –**

1. Should the stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

2. Should the stores or any installment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

3. 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:-

a. Such default.

b. In the event of the contract being wholly determined the balance of the stores remaining to be delivered thereunder.

4. 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 10 % of the value of the contract.”

## **10. Force Majeure clause**

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

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

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

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

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

11. **Specification:** The following Specification clause will form part of the contract placed on successful Bidder - The Seller guarantees to meet the specifications as per Part-II of RFP and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer Services as per modifications/requirements recommended after the Maintenance Evaluation Trials. All technical literature and drawings shall be amended as the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, 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 alongwith necessary tools as a result of upgradation/alterations will be provided to the Buyer free of cost within (30) days of affecting such upgradation/alterations.

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

13. Earliest acceptable year of manufacture 04 Nos quantity/life certificate will need to be enclosed with the bill.

14. **Packing and Marking:** The following Packing and Marking clause will form part of the contract placed on 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, 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/fork lift 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 a yellow colour.

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

i. EXPORT

- ii. Contract No. -----
- iii. Consignee -----
- 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: <Top>, "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 the damage of deterioration during transportation by land, air or sea. In this case the Buyer shall finalize the marking with the Seller.

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

16. **Quality Assurance:** Seller would provide the Standard Acceptance Test Procedure (ATP) within 01 month of this date of contract. Buyer reserves the right to modify the ATP. Seller would be required to provide all test facilities at his premises for acceptance and inspection by Buyer. The details in this regard will be coordinated during the negotiation of the contract. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.

17. **Inspection Authority:** The Inspection will be carried out by **Sr. Manager Fabrication (SMFAB)**. The mode of Inspection will be Departmental Inspection

18. **Franking clause** – The following Franking clause will form part of the contract placed on successful Bidder –

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

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

19. **Claims:** The following Claims clause will form part of the contract placed on successful Bidder –

a. The claims may be presented either: (a) on quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing, or (b) on quality of the stores, where quality does not correspond to the quality mentioned in the contract.

b. The quantity claims for deficiency of 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 Form DPM-22 (Available in MoD website and can be given on request).

c. 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 shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not

later than 45 days after expiry of the guarantee period. The quality claims shall be submitted to the Seller as per Form DPM-23 (Available in MoD website and can be given on request) .

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 to the presented claim. 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 reduction of cost of goods under claim from bonds submitted by the Seller or payment of claim amount by Seller through demand draft drawn on an Indian Bank, in favour of 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.

## **20. Warranty –**

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

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

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



iii. 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 downtime. 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.

**21. Engineering Support Package (ESP) clause** - The following ESP clause will form part of the contract placed on successful Bidder –

a. **Repair Philosophy:** The Engineering Support Philosophy shall conform to the repair philosophy as follows:

i. **Unit level repairs** - These are repairs carried out within the unit holding this equipment with tools generally held within the unit or supplied by the manufacturer with each equipment or as per scaling of 1:10 or any other scaling recommended by the manufacturer as per population held in the unit. These pertain to cleaning, lubrications, minor repairs and replacement of components and minor assemblies that can be carried out in field without any sophisticated tools or test equipment. For carrying out such repairs, the manufacturer is required to provide the following:-

1. Table of Tools and Equipment (TOTE) with each equipment including operators manual.

2. Scaling of special tools and spares as mentioned above including Maintenance manual.

a. **Field Repairs** – These are repairs carried out in the field by technicians specially trained for this purpose and where the required special tools and spares have to be provided. These repairs comprise replacement of major assemblies and other components beyond the scope of unit level repairs. Normally a field work shop that carries out such repairs looks after three to four units holding the said equipment. The manufacturer is required to provide the following:-

b. **Technical Literature** - The details of technical literature to be supplied with the system should be listed as per the suggested format at Form DPM-18 (Available in MoD website and can be given on request). This should be provided with both Technical and Commercial Proposals. The cost column may be left blank in the Technical Proposal.

c. **Miscellaneous Aspects** (Applicable only when trials are required) – In cases where the equipment is required to undergo trials, the equipment will also be put through Maintenance Evaluation Test. Based on this evaluation and in consultation with the supplier, the MRLS may be refined. During user trials it may be brought out that the equipment is acceptable subject to carrying out certain modifications / improvements.

d. **Maintainability Evaluation Trials (MET)**. This is carried with a view to facilitate provisioning of effective engineering support during life cycle of the equipment. This would involve stripping of the equipment and carrying out recommended tests and adjustments and establishing

adequacy of maintenance tools, test equipment and technical literature. MET details will be given as per format given at Form DPM-20 (Available in MoD website and can be given on request). To facilitate this process the Bidder is required to provide the following :-

i. Technical Literature.

1. User Handbook/Operators Manual in English and Hindi.
2. Design Specifications.
3. Technical Manuals.
  - a. Part I Tech description, specifications, functioning of various systems.
  - b. Part II Inspection/Maintenance tasks repair procedures, materials used, fault diagnosis and use of Special Maintenance Tools (SMTs) /Special Test Equipment (STEs).
  - c. Part III Procedure for assembly/disassembly, repair up to component level, safety precautions.
  - d. Part IV Part list with drawing reference and List of SMTs / STEs Test Bench.
4. Manufacturers Recommended List of Spares (MRLS).
5. Illustrated Spare Parts List (ISPL) and along with the prices in the Commercial offer.
6. Technical Manual on STE with drawing reference.
7. Complete Equipment Schedule.
8. Table of Tools & Equipment (TOTE) & carried spares.
9. Rotable list, norms of consumption, mandatory/ non mandatory spares list for each system.
  - i). One set of Gauges
  - ii). One set of Special Maintenance Tools (SMTs).
  - iii). One set of Special Test Equipment (STEs).
  - iv). Servicing Schedule.
  - v). Condemnation limits.
  - vi). Permissive repair schedule.
  - vii). Packing specifications /instructions.
  - viii). Design Specifications.
  - ix). Any additional information suggested by the OEM.

e. Vendors quoting lesser ESP / MRLS in terms of range and depth will have to make good the deficiency. The vendors quoting surplus items in ESP / MRLS should agree to buy back the surplus spares.

## 22. **GUIDELINES FOR PREPARATION OF TECHNICAL BID**

1. The Technical Bid should contain the following information and details so as to enable Naval Dockyard, Mumbai to assess the understanding, technical capability and infrastructure/resources of the ship repair yard to undertake the refit : -

(a) Indicate acceptance of the entire scope of work **(or)** Indicate acceptance of the entire scope of work except \_\_\_\_\_. (Indicate specific jobs not being undertaken as a Deviation List).

- (b) Indicate acceptance of the QAP/QIS indicated in SOR **(or)** Indicate acceptance of the QAP/QIS indicated in SOR \_\_\_\_\_. (Indicate specific provisions not being undertaken as a Deviation List) **(or)** Forward a QAP/QIS for consideration of Technical Evaluation Committee.
- (c) Indicate anticipatory list of spares, **if applicable**, required for undertaking the scope of work specified in SOR. Budgetary Estimate of all such spares is to be indicated in the Commercial Bid, if such a list of Anticipatory Spares is forwarded along with the Technical Bid.
- (d) Indicate whether Earnest Money Deposit as per para 14 of Part I of the RFP has been attached.
- (e) Indicate acceptance of Payment terms as indicated in para 5 of Part IV of the RFP.
- (f) Indicate acceptance of Standard Conditions of Contract (SCOC) and other terms and conditions given in the RFP.
- (g) Indicate whether a License for undertaking contract work has so far been obtained from the Ministry of Labour & Employment. If yes, indicate the license number and date, and details thereof.
- (h) Indicate the maximum number of supervisors and the maximum number of workers that are likely to be deputed for undertaking this contract work on any single day.
2. In order to facilitate quick processing of 'T' and 'Q' bids please fill up the 'T' bid compliance matrix on the next page.

**'T' BID COMPLIANCE MATRIX**  
**(TO BE SUBMITTED WITH THE 'T' BID)**

<b><u>SL NO</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>REMARKS</u></b>
1.	Accept the entire scope of work as per RFP	YES/NO
2.	If the answer to Question 1 above is NO, please list the specific jobs not being undertaken as a deviations list and attach with this matrix.	LIST OF DEVIATIONS FROM SCOPE OF WORK ATTACHED/NOT ATTACHED/NA
3.	Accept the QAP for the scope of work as per RFP	YES/NO/NA
4.	If the answer to Question 3 above is NO, please list the specific jobs not being undertaken as a deviations list and attach with this matrix. (as applicable)	LIST OF DEVIATIONS FROM QAP ATTACHED/NOT ATTACHED/NA
5.	Is the list of anticipatory spares attached with the 'T' bid (if applicable)? (List of anticipatory spares is required to be attached with the 'T' bid (where applicable) and the costs of such anticipatory spares attached with the 'Q' bid.)	YES/NO/NA
6.	EMD submitted in accordance with Para 14 of Part I of the RFP	YES/NO/NA
7.	Cost of Tender submitted in accordance with Para 6 of part II of the RFP (for OTE cases only)	YES/NO/NA
8.	Payment terms as per Para 5 of Part IV of the RFP acceptable?	YES/NO
9.	Standard terms and Conditions of the Contract as per Part-III of the RFP acceptable?	YES/NO
10.	Itemised list for CDEC, EDEC, ODEC enclosed with T-bid	YES/NO
11.	Details of License for undertaking Contract Work attached	YES/NO

**COMPLIANCE MATRIX FOR COMMERCIAL PARAMETERS  
TO BE ATTACHED TO THE BID**

Sl.	Q Bid Parameter	Complies with RFP (Yes/No)	If Yes para ref. in Q bid
1.	Quotation shall remain valid till 180 days from opening of T Bid		
2.	Price must be quoted on F.O.R		
3.	Unit rates are to be quoted for each of the requirement as per Annexure I		
4.	Detailed break down of cost of material and labor		
5.	Destination basis by road inclusive of Packing, Forwarding, Freight charges, Transit Insurance and any other charges as applicable. Agree.		
6.	Taxes & Levies. Break up of all loading amount (taxes & duties) for each of the serial listed as per schedule of requirement at Annexure I.		
(a)	VAT		
(b)	Service Tax		
(c)	Is Excise Duty extra? (Answer in YES/NO)		
(d)	Is Excise Duty extra, indicate the extent/current rate of Excise duty leviable for item.		
(e)	Surcharges on Excise duty		
(f)	Is Sales Tax extra? (Answer in YES/NO)		
(g)	If Sales Tax is extra, indicate the rate against the Concessional Form.		
(h)	Is Customs Duty Exemption Certificate required? (Answer in YES/NO)		
(j)	If CDE is required indicate and enclose the notification under which CDE can be issued.		
(k)	If yes indicate CIF value of stores to be imported.		
(l)	If yes indicate the Customs Duty payable.		
(m)	Is Octroi Duty Exemption Certificate required? (Answer in YES/NO)		
(n)	If Octroi Duty Exemption Certificate is required indicate and enclose the notification under which ODEC can be issued.		
(p)	Is your company exempted from payment of sales tax and excise duties (Answer Yes or No)		
(q)	Any other Duty/ Levy		
7.	Performance Guarantee and Security Deposit. Agree		
8.	EMD. Submitted/Not Applicable		
9.	LD – Agree		
10.	Contract Termination – Agree		

11.	Forfeiture of EMD, Security Deposit and Performance Guarantee. Agree		
12.	Option Clause – Agree		
13.	Repeat Order Clause – Agree		
14.	Standard Instructions and Conditions of Contract – Agree		
15.	Payment Terms – As per Standard Instructions and Conditions of Contract - Agree		

**DETAILS OF CONTRACTORS/SUPPLIERS/VENDORS**

<b><u>S.No.</u></b>	<b><u>MANDATORY INFORMATION</u></b>	<b><u>DETAILS</u></b>
1	Name of the Beneficiary as per Bank Account	
2	Name of the authorised person/s for communication / notice	
3	Fax No. for sending notice / communication	
4	Legal postal address for notice / communication	
5	Telephone number for official communication	
6	E- mail ID for sending notice / communication	
7	Name of the Bank of Beneficiary	
8	Branch Name	
9	Branch Address	
10	Nature / Type of Account (SB/Current etc)	
11	Bank Account Number of the Beneficiary	
12	MICR Code (9 Digit Number printed on Cheque leaf)	
13	NEFT IFCS Code (4 Alphabets and 4 Numbers Code)	
14	Tin Details	
15	PAN Card Details	
16	VAT TIN No	
17	CST TIN No	
18	Service Tax TIN No	

## **Part V – Evaluation Criteria & Price Bid issues**

### **GUIDELINES FOR PREPARATION OF COMMERCIAL BID**

1. The enclosed Price Bid Format placed at Para 8.1 of Part V-Evaluation Criteria & Price Bid Issues of RFP is to be filled up in all respects. Unit cost/rate for each serial as also the total cost of repairs, e.g Rs X for One Pump (unit rate) and Rs. Y for 5 pumps (total cost) and budgetary cost of mandatory spares should be indicated against each Defect List Item. The cost of Anticipatory spares should be indicated in the MOQ and the same will be used for determining L1 firm.
2. Bidders must indicate separately the relevant Taxes/Duties likely to be paid in connection with delivery of completed goods specified in RFP. In absence of this, the total cost quoted by them in their bids will be taken into account in the ranking of bids.
3. The evaluation and comparison of responsive bids and finalisation of L-1 Firm shall be done on the prices of the goods offered and other charges such as Packing & Forwarding, Freight and Insurance, AMC, etc, as indicated in the price schedule of the Bid Document but excluding levies, taxes and duties such as excise duty, VAT, Service tax, Octroi/entry tax, etc on final product, which are to be paid extra as per actuals, wherever applicable.
4. Cost of yard materials such as steel plates, weld consumables, general nature cables, pipes and tubes should be indicated separately. Whereas, Ferrous scrap shall be the property of the Contractor, Non-ferrous items and unused spares shall be the property of the Customer. The cost of Ferrous Material indicated in the Bid should therefore be inclusive of discount for scrap value.
5. **In case the commercial bid is running into more than one page, the sub- total of costs on each page is to be indicated at the bottom of that page.**
6. Each page is to be authenticated (signed) by the Bidder.
7. Page numbering is a must to identify/locate missing/misplaced pages. ***(Total Nos of pages in the Q-bid are to be mentioned on the first page of the Q-bid. Further each page to be numbered. For example if there are 20 pages in Q bid, first page to be numbered as 1/20 and last page to be numbered as 20/20.)***
8. **Bid Validity.** The commercial bid is to be valid 180 days.

#### **1. Price Bid Format (For L-1 determination):**

The Price Bid Format in general is given below and Bidders are required to fill this up correctly with full details, as required under Part-V of RFP. This format should be filled up with items / requirements as mentioned in Part-V of RFP): -

**MODE OF QUOTATION**

(To be strictly adhered to. Non-adherence to this format may result in disqualification)

<b><u>SUPPLY, INSTALLATION, TESTING &amp; COMMISSIONING OF PERIPHERAL SUPPORT SYSTEM FOR STRAIGHTENING AND BENDING MACHINE (RUSSIAN MAKE) ON TURNKEY BASIS</u></b>								
SL	DESCRIPTION OF WORK	Deno	Qty	Unit Rate in (Rs)		Total Rate in (Rs)		Total Material + Services in (Rs)
				Material	Services	Material	Services	
1	Supply, Installation, Testing & commissioning of double copper wound isolation transformer 3 phase AC 50 Hz box type air cooled with following requirements. Input : 0-400V - 415V-440V - 3 Phase 50Hz. Output : 0 - 380V Capacity : 25W	NO.	01					
2	Supply, Installation, Testing & commissioning of LT Distribution panel with 14/16 CRCA sheet suitable for 3Ph, four wire 415-V-440V-380V with four pole 350 amp copper Busbar and comprising of the following. 1) MCCB 200Amp 4 pole 25 KA -1Nos.      2) 63 Amp TPN MCB – 4 Nos. as O/G 3) 32 Amp TPN MCB – 4 Nos. as O/G 4) Digital type ammeter – 1 no. 5) Digital type Voltmeter – 1 no.	NO	01					



	6) RYB Indication Lamps - 1 Set							
3	Supply, Testing, laying and connecting of distribution panel, transformer, LT panel, switch to point nearest to the machine with 1100V grade copper armored cable of size 4 core 150 sqmm/or as required.	Mtrs	60					
4	Flushing of Hyd System with Shell Tellus - 46 Hyd Oil and replenishment of Hyd Tank	Ltr.	800					
5	Greasing of machine as required by Russian side with Shell ALVANIA (EF)	Kg	80					
6	Operationalisation of machine to the Satisfaction of Russian Side on Turnkey Basis	No.	1					
7	Accessories							
8	Installation / Commissioning							
9	Training							
10	Technical Literature							
11	Tools							
12	Freight							
13	Insurance							
14	Packaging & Forwarding							
15	AMC							
16	Any Other Requirement							
	<b>Total</b>							

**2. Additional information in Price Bid on Taxes and Duties (Not in scope of L-I determination):**

a. Is Excise Duty extra?

b. If Yes, Mention the following:

DYT/FAB/15-16/110(j)(iii)/TS-INCOD/BENDING MACHINE/071

- i) Total value of items on which Excise Duty is leviable
- ii) Rate of Excise duty (item-wise if different ED is applicable)
- iii) Surcharge on Excise duty, if applicable
- iv) Total value of excise duty payable

c. Is Excise Duty Exemption (EDE) required

d. If Yes, then mention and enclose the following:

- i. Excise notification number under which EDE can be given

e. Is VAT extra

f. If Yes, then mention the following:

- i) Total value on which VAT is leviable
- ii) Rate of VAT
- iii) Total value of VAT leviable

g. Is Service Tax extra

h. If Yes, then mention the following:

- i) Total value of Services on which Service Tax is leviable
- ii) Rate of Service Tax leviable
- iii) Total value of Service Tax leviable

j. Is Custom Duty Exemption (CDE) required

k. If Yes, then mention the following:

- i) Custom notification number under which CDE can be given (enclose a copy)
- ii) CIF value of stores to be imported
- III) Rate of Customs Duty payable
- IV) Total amount of Customs Duty payable

l. Octroi / Entry taxes

m. Any other Taxes / Duties

(Highlighted portion in grey shade should not be quoted)

**Note :**

1. **"All material and services are to be supplied by the contractor unless specifically mentioned in the SOW."** (All requirements of Welding and Brazing will be in scope of supplier)
2. **The bidder, while preparing Q-bid, is to strictly adhere to Mode of Quotation (MOQ) format. No deviation from the MOQ format is expected. The Bidder is to avoid making any changes to the MOQ format and in case of any discrepancy, seek clarification during the pre-bid meeting. A soft copy of Quote/MoQ in excel format on a CD is to be submitted in sealed manner along with the 'Q' Bid. Non adherence to this may render the bid invalid.**
3. Bidders must indicate separately the relevant Taxes/Duties likely to be paid in connection with delivery of completed goods specified in RFP. In absence of this, the total cost quoted by them in their bids will be taken into account in the ranking of bids.
4. The evaluation and comparison of responsive bids and finalisation of L-1 Firm shall be done on the prices of the goods offered and other charges such as Packing & Forwarding, Freight and Insurance, AMC, etc, as indicated in the price schedule of the Bid Document but excluding levies, taxes and duties such as excise duty, VAT, Service tax, Octroi/entry tax, etc on final product, which are to be paid extra as per actuals, wherever applicable.
5. In case the Quote runs into more than one page subtotal on each page to be indicated.
6. Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc and complete postal and e-mail address of their office.
7. Total Number of pages in the Q-bid are to be mentioned on the first page of the Q-bid. Further each page is to be numbered. For example if there are 20 pages in Q bid, first page to be numbered as 1/20 and last page to be numbered as 20/20.
8. Staging, if required, is to be undertaken in accordance with IS 4014 Part I & II (Code of practice for steel tubular scaffolding).
9. **Foreign Exchange Content.** *Foreign Exchange content, if any, is to be clearly specified along with the specific items on which customs duty would be applicable clearly indicating the rates of customs duty applicable. In the absence of complete unambiguous details, following actions will be taken:-*
  - (i) ***Loading custom duty at the rate of 25% on entire material cost, when 'Foreign Exchange' content is not specified in the Q bid.***
  - (ii) ***Loading custom duty at the rate of 25% when applicable rate of customs duty is not specified in Q bid.***
  - (iii) ***Further, customs duty exemption certificate will be issued only if the above mentioned particulars are provided unambiguously.***



**NAVAL DOCKYARD, MUMBAI**  
**QUALITY ASSURANCE PLAN**



DEPT : <b>QC (HULL)</b>	QAP No	<b>Q</b>	<b>C</b>	<b>H</b>	<b>7</b>	<b>4</b>	<b>Q</b>	<b>A</b>	<b>P</b>	<b>1</b>	<b>4</b>	<b>0</b>	<b>8</b>
REV. NO : <b>01</b>	QAP DATE : <b>16 DEC 15</b>						PAGE: <b>01 of 02</b>						

SHIP/UNIT : <b>FAB, C.No.11</b>	Job Title : <b>REPAIR REFURBISHMENT OF OPERATIONALISATION OF THE STRAIGHTENING AND BENDING MACHINE ON TURNKEY BASIS</b>
<b>Reference Documents</b>	Safety Orders, Statement of Case and Technical Specification as per SOW, OEM Manual / Documents

**SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF PERIPHERAL SUPPORT SYSTEM FOR STRAIGHTENING AND BENDING MACHINE (RUSSIAN MAKE) ON TURNKEY BASIS**

SL	ACTIVITY DESCRIPTION	INSPECTION			
		P	R	W	H
1	<p>(a) Supply of double copper wound isolation transformer 3 phase AC 50 Hz box type air cooled with following requirements. Input: 0-400V-415V-440V-3 Phase 50Hz. <b>Output:</b> 0 - 380V <b>Capacity:</b> 25W</p> <p>(b) Supply of LT Distribution panel with 14/16 CRCA sheet suitable for 3Ph, four wire 415-V-440V-380V with four pole 350 amp and comprising of the following. 1) MCCB 200Amp 4 pole 25 KA -1Nos. 2) 63 Amp TPN MCB - 4 Nos. as O/G 3) 32 Amp TPN MCB - 4 Nos. as O/G 4) Digital type ammeter - 1 Nos. 5) Digital type Voltmeter - 1 Nos. 6) RYB Indication Lamps -1 Set.</p> <p>(c) Supply of 1100V grade copper armoured cable of size 3.5 core 150sqmm</p> <p>(d) Supply of Shell Tellus-46 HYD oil</p> <p>(e) Supply of ALVANIA grease.</p>	1	2	5	3
2	Use of safety gears - Helmets, shoes, safety lines / nets, gloves etc. during supply / installation / fitment / testing stages and also during transportation / storage	1,4	5	2	--
3	<p>(a) Installation of double copper wound isolation transformer 3 phase AC 50 Hz box type air cooled with following requirements. Input: 0-400V-415V-440V-3 Phase 50Hz. <b>Output:</b> 0 - 380V <b>Capacity:</b> 25W</p> <p>(b) Installation of LT Distribution panel with 14/16 CRCA sheet suitable for 3Ph, four wire 415-V-440V-380V with four pole 350 amps.</p> <p>(c) Installation of 1100V grade copper armoured cable of size 3.5 core 150sqmm Connecting to Transformer, LT distribution</p>	1	2	5	2,3

	panel ,Switch and Machinery.				
4	<p><b>a)</b> Testing of double copper wound isolation transformer 3 phase AC 50 Hz box type air cooled with following requirements.  <b>Input:</b> 0-400V-415V-440V-3 Phase 50Hz.  <b>Output:</b> 0 - 380V  <b>Capacity:</b> 25W</p> <p><b>(b)</b> Testing of LT Distribution panel with 14/16 CRCA sheet suitable for 3Ph, four wire 415-V-440V-380V with four pole 350 amps.</p> <p><b>(c)</b> Testing of 1100V grade copper armoured cable of size 3.5 core 150sqmm.</p> <p><b>(d)</b> Flushing of machinery &amp; refilling tank with of Hydraulic oil.</p> <p><b>(e)</b> Greasing of machinery as per Installation Instruction</p>	1	2	5	2
5	Commissioning of Machinery.	1	2	5	3
6	<p>Documentation</p> <p>1. Warranty Certificate</p> <p>2. OEM Certificate</p> <p>3. No Load / On Load certificate</p>	1	2	5	3
7	Final Inspection of completed work (As per SOW)	2,3	--	1,4,5	--
8	Final Inspection / check note	3	--	--	--
9	Issue of Work Completion certificate	2	--	--	--

**Legend:**

- A) "P" – Perform, R" – Review, "W" – Witness, "H" – Hold  
B) 1–Contractor / Firm, 2 –FAB, 3 – QCH, 4–Safety, 5-OEM/MPM/MYAS

	PREPARED BY	VERIFIED BY	RECOMMENDED BY	APPROVED BY
SIGNATURE				
NAME				
RANK				
DESIGNATION	USER MANAGER	D/JMQCH	SMQCH	AGM(QA)