

Tele:- 022-2275 2066  
Fax:- 022-2266 6985  
Email:-incodndmb@gmail.com

Reply should be addressed to  
The Admiral Superintendent  
(For DGM- Commercial)

Naval Dockyard  
Shahid Bhagat Singh Road  
Mumbai – 400 023

Quoting **DYT/INCOD/13-14/111(i)/TS-YCM/  
REFIT-CATAMARANS/003**

**12 Jul 2013**

**RFP FOR REFIT OF SIX CATAMARANS - 20' X 07' X 3'**

**INSTRUCTIONS TO BIDDERS**

1. Quotations in sealed cover are invited for **refit of six Catamarans - 20' x 7' x 3' on turnkey basis.**
2. General Information about the tender:-
  - (a) Tender reference No **DYT/INCOD/13-14/111(i)/TS-YCM/REFIT-CATAMARANS/003**
  - (b) Last date and time for receipt of tenders **12 Aug 2013/ 1355 Hrs**
  - (c) Date and Time for opening of tenders: **12 Aug 2013/ 1400 Hrs**
  - (d) Place of opening of tenders **Tiger Gate, Naval Dockyard, Mumbai**
  - (e) Pre-Bid Conference on **05 Aug 2013, 1000 hrs. at SMYCM Office,**  
**Tel No. 22752186, 22751576**  
(The details of personnel attending is to be intimated one day prior to the pre-bid meeting)
  - (f) For clarification contact as follows:-

<b><u>Clarification on Technical matters/Scope of Work</u></b>	<b><u>Clarification on Commercial matters/Terms of Contract</u></b>
<b>The Admiral Superintendent (for SMYCM) Naval Dockyard Mumbai 400023 Senior Manager (YCM) Tele:- 022 22752186, 22751576,</b>	<b>The Admiral Superintendent (for SMCOM) Naval Dockyard Mumbai 400023 Senior Manager (Commercial) Tele:- 022 22752066/ 1476/ 1327</b>

**DYT/INCOD/13-14/111(i)/TS-YCM/REFIT-CATAMARANS/003**

<b>Fax:- 022 22660394</b>	<b>Fax:- 022 22666985</b>
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3. The tender shall be submitted **in single stage two - bid system**, the Technical and Commercial bids. The following enclosures are forwarded along with this enquiry to assist you in preparing your technical and commercial offer:-

- (a) Index of Tender Document – Enclosure - I
- (b) Schedule of Requirements – Enclosure - II
- (c) Standard Conditions of Contract - Enclosure - III
- (d) Guidelines for Preparation of Technical Bid - Enclosure - IV
- (e) Guidelines for Preparation of Commercial Bid - Enclosure - V
- (f) Summary Sheet for Costing - Enclosure - VI
- (g) EMD format - Enclosure – VII

4. Quotation shall remain valid up to **180** days from the date of opening of Technical Bid..

#### **Submission/Opening of Tenders**

5. PLEASE QUOTE OUR RFP NO AND DATE OF TENDER OPENING ON SEALED COVER. FAILURE TO DO SO WILL RENDER YOUR OFFER INVALID.

6. The Technical and Commercial bids are to be submitted in two separate sealed envelopes, duly marked as “Technical Bid for RFP No. **DYT/INCOD/13-14/111(i)/TS-YCM/REFIT-CATAMARANS/003** dated **12 Jul 13**” and Commercial Bid for RFP No. **DYT/INCOD/13-14/111(i)/TS-YCM/REFIT-CATAMARANS/003** dated **12 Jul 13**”. The quotes are to be super-scribed with your firm’s name, address, and official seal and ink signed by an authorised representative of the Tenderer. Sealed Bids addressed to “**The Admiral Superintendent (For DGM- Commercial), Naval Dockyard, Mumbai– 400 023**” should be dropped in tender box Marked as “TENDER BOX NO. **INCOD**” located at **Tiger Gate, Naval Dockyard, Mumbai**, or to be sent by registered post so as to reach this office by **1355 hrs on 12 Aug 2013**. No responsibility will be taken for postal delay or non-delivery/non-receipt of tender documents.

7. Sealed quotations will be opened by a committee on due date and time. Your authorised representative from the Company can attend the tender opening. If due to any exigency, the due date for opening of tenders is declared as closed holiday, in such cases, the tenders will be opened on next working day at the same time or any other day/time as intimated by the customer. The date of opening of Commercial Bid will be intimated after acceptance of Technical Bids.

#### **8. Tenders sent by FAX / Hand written.**

- (a) Tenders found in sealed box marked INCOD at Tiger Gate will only be considered. To avoid any complications with regard to Late Receipt/Non-receipt of Tenders, it may

**DYT/INCOD/13-14/111(i)/TS-YCM/REFIT-CATAMARANS/003**

please be noted that responsibility rests with the tenderer to ensure that tenders reach this office before due date. Late quotes will be rejected outright. Tenders sent by FAX will not be considered.

(b) Hand written Bids will not be considered and will be rejected outright.

9. 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.

10. **Payment of Cost of Tender.** A sum of **Rs 250/-** (Rupees Two Hundreds Fifty only) is to be enclosed in the form of a DD payable to the "PCDA, Navy, Mumbai" as cost of the tender document. This amount is not refundable. Bids that are received without this amount will be disqualified. Cost of Tender is exempted for MSMEs (Micro Small and Medium Enterprises) registered with NSIC under its single point registration scheme in accordance with Para 2.5.2 of DPM 09. Please note that a firm registered with ND(MB) or any other defence organization is not exempted unless it meets above criterion.

11. Commercial offers will be opened only of those firms, who's Technical Offers have been found suitable after technical evaluation. Further negotiations will be made only with the lowest bidder (L1) as determined by the committee. The date, time and venue fixed for this purpose will be intimated separately.

12. **Earnest Money Deposit.** The bidders are to furnish EMD for a sum of **Rs. 1,00,000/-** (Rupees One Lakh Only) in the name of "**PCDA, Navy, Mumbai**" with a validity of 45 days beyond the final bid validity period, in the form of an Account Payee Demand Draft or Banker's Cheque (including IDBI Bank) or Bank Guarantee as per **Form DPM-13** (Enclosure VII to RFP) from any of the public sector banks or a private sector bank authorized to conduct government business viz. **Axis / ICICI / HDFC Banks only, will be acceptable. EMDs from any other bank (including Co-op & Scheduled Banks) will not be accepted and bids will be liable for disqualification.** EMD is not required to be submitted by those Bidders who are registered with Naval Dockyard (Mumbai)/NSIC/Central Purchase Organisations **for the same item/range of products/goods or services.** These firms must however submit a valid registration certificate with the 'T' bid, failing which their offers will be rejected..

### **Evaluation Criteria**

13. (a) The bidder is to quote for all the sections/sub-sections mentioned in the SOW/SOR (Mode of Quotation) placed at Annexure 2 to Encl II to RFP. Any omissions/deviations to the SOR are to be recorded in the Record of Deviations and submitted along with the 'T' Bid. CUSTOMER reserves the right to determine the qualification of a firm on this account. The bidder, while preparing Q-bid, is to strictly adhere to Mode of Quotation (MOQ) format. No deviation from the MOQ format is permitted. Bidder is to avoid making any changes to the MOQ format and in case of any discrepancy, seek clarification during the pre-bid meeting. Non-adherence to this format may result in disqualification of the bidder. No Serial number in the Mode of Quotation is to be left blank. Vendors are to mandatorily enter itemized cost for every Serial number in the Mode of Quotation, for both services and material. In case a particular serial number is not being quoted for, a zero (0) should be put against each

column in both unit and total cost. In the absence of the zero (0), the highest value quoted by a bidder will be loaded against any Serial number left blank.

(b) 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.”

(c) **Registration with the Yard.** 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.

#### **Finalising of L1 Firm**

14. **The L1 firm will be decided on sum total of services, repair charges, cost of spares, applicable taxes (excluding Service tax) and duties (including exemptions sought/granted) but exclusive of Octroi/Entry Tax. Foreign Exchange content if any is to be clearly specified along with the specific items on which customs duty would be applicable alongwith the applicable rates of customs duty. Customs duty exemption certificate will be issued only if the above mentioned particulars are provided unambiguously; else the bid will be summarily rejected. Master list of spares requiring customs duty exemption is to be provided separately with the quotation indicating cost and applicable customs duty. A period of ten working days is required to process requests for Customs duty exemption certificate subsequent to receipt of Airway Bill of Materials.**

15. **Payment Terms.** The Payment Terms for the Contract Price shall be as follows:-

<b><u>Sl.No.</u></b>	<b><u>Activity Definition</u></b>	<b><u>Stage Payment</u></b>
<b>1</b>		100% on satisfactory completion of work package duly certified by user manager.

## **Standard Conditions of Contract (SCOC)**

16. (a) Firm shall be required to accept the SCOC. A Contract will be signed between the Contract Operating Authority, **Integrated Commercial Department (INCOD), Naval Dockyard, Mumbai** and the shipyard/firm incorporating the SCOC at Enclosure III of this RFP, which will form an integral part of the Contract.

(b) The firms requested to furnish complete details in T-bid sought in Enclosure IV of RFP, if the same is not indicated the bid will be **disqualified**.

## **Pre-Bid Conference**

17. The SOR (**Enclosure II**) and SCOC (**Enclosure III**) should be carefully considered while preparing the bids. All clarifications are to be resolved in the Pre-Bid Conference on **05 Aug 2013, 1000 hrs. at SMYCM Office, Tel No. 22752186, 22751576**, prior submission of bids. No revision of Commercial Bid would normally be permitted after opening of the Technical Bid.

(Note: The detail of personnel attending the pre-bid meeting is to be intimated to the **User Manager** at least one day prior to the pre-bid meeting.)

## **Commercial Bid**

18. (a) The Commercial bid is to be submitted strictly in accordance with Enclosure -V to this tender enquiry and in format given under "Mode of Quotation" indicated at Annexure 2 to Encl – II to RFP. This format is to be strictly adhered to for submission of commercial bid. **Non compliance could result in disqualification of the firm.** The Commercial bid once opened, will not be subjected to unilateral revision by the firm, unless the firm is called for price negotiations specifically and asked to justify the rates. ***(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.)***

(b) **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.***

(c) **Exemption Certificates.** All bidders are to specify the list of items for which Customs/ Excise/ Octroi exemption certificates are sought. The list is to be forwarded

alongwith the T bid for evaluation by the TEC. Exemption certificates if sought by the firms will be issued only for the list of items specified in the T Bid of the firm in the following format:-

**For Issue of Customs Duty Exemption**

S No	Description	Part No	Qty

**For Issue of Excise Duty Exemption**

S No	Description	Part No	Qty

**For Issue of Octroi Duty Exemption**

S No	Description	Part No	Qty

19. **Service Tax.** Government of India, Ministry of Finance (Department of Revenue) Notification No. 12/2012 – ‘Service Tax’, dated 17 Mar 2012 exempts ‘Service tax’ for repair of ships or boats or vessels belonging to the Government of India. Therefore the firms are requested not to quote for service tax.

**Conditions under which this RFP is issued**

20. This RFP is being issued with no financial commitment and Customer reserves the right to change or vary any part thereof at any stage. The Customer reserves the right to reject any or all of the offers without assigning any reason whatsoever. The Customer also reserves the right to withdraw the RFP should it be so necessary at any stage. Successful bidders will have to be registered with Naval Dockyard Mumbai prior to opening of Q bids/ finalization of order.

21. Please acknowledge receipt.

Thanking you,

Yours faithfully,

Sd/-  
(Praphull Lal)  
Commander  
Sr. Manager Commercial  
for Admiral Superintendent

**Enclosure I of RFP**

**Index of Tender Document**

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**Enclosure II of RFP**

**SCHEDULE OF REQUIREMENTS (SOR)**

**(Note: The Schedule of Requirements is a technical document and specific to the Project/ Service and is part of the RFP)**

Annexure 1 - Particulars of Vessel/Asset on which work is required to be carried out.

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Annexure 2 - Quantified Work Package (**comprehensive scope of work** that contains break-up of individual jobs to be completed including survey, dismantling and inspection, routines and repair to be carried out, consequent repair, trials and **comprehensive list of services** required such as dry docking, berthing, jetty services (electricity, accommodation, phone, fresh water, fire main), cranes facilities, tugs and pilot charges.

Annexure 3 - Quality Inspection Schedules/QAP (minimum and essential parameters that are required to be achieved for the scope of work to be deemed as satisfactorily completed).

**SCHEDULE OF REQUIREMENTS (SOR)**

**REFIT OF SIX CATAMARANS - 20' X 7' X 3'**

SI	Description	Remarks of Indenter
1	<b>Department initiating the SOC</b>	MYCM/C of Y
2	<b>Name of the item(s)/services being procured</b>	Off loading of refit of six Catamarans on turnkey basis
3	<b>Summary of case for procurement</b>	
a	Name of ship/equipment	Six Catamarans – 20' x 7' x 3'
b	Broad purpose of items/services being procured	Six Catamarans of 20' x 7' x 3' are required to meet ops requirement of providing services for berthing/un-berthing to fleet ships and submarines in ND(MB). Specific defects on the hull and fenders render the pontoons unsatisfactory for use and therefore need urgent repairs.
c	Location where work is to be undertaken	Firm's premises
d	Type of Work	Offloading of refit of six Catamarans on turnkey basis
e	Start Date of Work	On Placement of Order
f	Estimated Duration of Work	20 Weeks
g	Earnest Money Deposit	Rs 1,00,000.00 (Rupees One Lakh only)
h	Test Specification :-	As per MQC(Hull)
j	Technical Acceptance Criteria :-	Manager Quality Control (Hull) Naval Dockyard, Mumbai – 400023
k	Acceptance Agency	MYCM Naval Dockyard, Mumbai – 400023
l	Inspection stages	As per MQC(Hull) / MYCM
m	Ability to give support at country wide locations (required/not required). If required locations to be indicated.	Not Required
n	Past experience in undertaking (required/not required) - Similar jobs in marine field - Similar jobs	Past experience of undertaking structural repairs of marine craft <b>mandatory</b>

p	<p>Details of Dockyard facilities that will be made available to the Contractor (such as crane, electricity, compressed air, crane, staging etc)</p> <p><b>Note for user department:-</b></p> <p><b>1. Details of services that will be provided need to be elaborated.</b></p> <p><b>2. Necessary confirmation from the concerned department providing the service that the same will be made available needs to be placed on file.</b></p>	NA. Work recommended in firm's premises view space constraints and urgency of repairs to meet ops requirement.
q	Suggested stages of completion and terms of payment	100% on satisfactory completion of work package
r	List of Specifications/drawings, as applicable (Specifications and drawings to be attached if applicable)	NA
s	Technical details with technical parameters	NA
t	Requirement of training/on-job training	NA
u	Requirement of installation/commissioning	NA
v	Requirement of Factory Acceptance Trials (FAT), Harbor Acceptance Trails (HAT) and Sea Acceptance Trials (SAT)	NA
w	List of Technical documentation to be provided by the vendor	Nil
x	Nature of assistance required after completion of warranty	No assistance required post completion of 12 months warranty period
y	Requirement of pre-site/equipment inspection	Catamarans can be visited during/ before pre-bid meeting.
z	Any other details, as considered necessary	Nil
aa	Disposal of Scrap/Debris to be responsibility of Vendor (Yes/No). If yes indicate where and how the scrap/debris is to be disposed.	Yes.
bb	Indicate who will be the owner scrap/debris	ND (MB)
cc.	Is de-gutting and re-gutting the responsibility of vendor (Yes/NO). If yes indicate the details of items (such as cables/pipes etc to be degutted/re-gutted)	Yes

SOW/SOR (MODE OF QUOTATION)

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

**STEEL RENEWAL ESTIMATE FOR SIX CATAMARANS**

**(A) (Steel plate IS 2062- Grade ‘B’) and Structural Stiffeners IS 2062 grade ‘A’**

SL No.	Description	Thickness	Approx Tonnage	<u>Unit Rate in (Rs)</u>		<u>Total Rate in (Rs)</u>		<u>Total Material + Services in (Rs)</u>
				Material	Services	Material	Services	
1	10mm Deck fittings base plate	10 mm	2.5	Yard supply		Yard supply		
2	8 mm side, bottom , Deck & bulkheads fittings base plate	8 mm	31	Yard supply		Yard supply		
3	6 mm Bulkhead & deck strips	6 mm	1.20	Yard supply		Yard supply		
4	(T Bar & Collar Plate) 300mm x 100mm x 6mm	6 mm	1.20	Yard supply		Yard supply		
5	Flat Bar for Bulkhead stiffeners 65mm x 8mm	8 mm	0.60	Yard supply		Yard supply		
6	75mm x 75mm x 8mm Deck Beam and Boundary Angle	8 mm	2.5					

7	Angle 125mm x 75mm x 8mm	8 mm	1.20					
	Total tonnage		40.2					
	<b>Total tonnage rounded off</b>		<b>40 Tons</b>					

**NOTE-** Welding electrodes and steel plates as mentioned will be provided by MFAB/ND(MB). Actual quantity of steel renewal will be indicated post hull survey by FAB department

**QUOTATION (ESTIMATE FOR SIX CATAMARANS)**

DL No	DESCRIPTION OF WORK	QTY	Unit Rate in (Rs)		Total Rate in (Rs)		Total Material + Services in (Rs)
			Material	Services	Material	Services	
H-10001	06 in no MK-I sacrificial anodes on under water hull to be renewed on each catamaran. Sacrificial anodes will be provided by the yard	36 nos	Yard supply		Yard supply		
H-10002	04 sets of draught marks to be renewed on each catamaran.	24 sets					
H-10003	Fabrication and welding of Identification marks on 02 positions of weather deck on each catamaran	12 Nos					
H-10004	Renewal of 16 D shaped rubber fenders of 1.5 m length each and welding using flat bar 1500mm x 100mm x 8mm and channel of 150mm x 100mm x 8mm on each catamaran	96 Nos					
H-10005	Renewal of 06 in nos manhole covers and fittings (8mm) along with coaming (Angle of 75mm x 75mm x 8mm) and rubber gasket, stainless steel Nuts and bolts of 16 x 50 mm on each catamaran	36 Nos					
H-10006	Fabrication and fitment of 04 lifting eyes with doubler plates (as per sample) – 8mm and eye plates – 40mm. (Load test certificate to be provided for lifting eye) on each catamaran	24 Nos					
H-10007	Fabrication and fitment of 12 deck eyes on top and bottom (as per sample) – 16 mm eye plates. Securing both sides of catamaran using hot dip galvanized chain cable and shackles of 16mm dia cable of approx 1m length each – total length-10 m on each catamaran.	72 Nos					

H-10008	Renewal of 06 bolster fenders and securing using MS strips on each catamaran	36 Nos	Yard supply		Yard supply		
H-10009	Supply and fitment of 50 RM chequered strips of 40 x 300 mm x 6mm on each catamaran	300 rm					
H-10010	Transportation charges from ND (MBI) to firm's premises and back if work undertaken in firm's premises for three pontoons	Lumpsu m					
H-10011	<b><u>Under Water Area (50 SQ m) on each catamaran)</u></b> <b>Only one of the three paint schemes below to be quoted</b>						
	Surface preparation by grit blasting to SA 2.5 standard by iron grits to achieve profile 50 to 70 micron	300 Sq m					
	01 coat of Pen guard <b>primer</b> (patt No N8010-P009678 (DFT 50 Microns)	300 Sq m					
	01 Coat of Jota coat Universal (Aluminium <b>anti corrosive</b> paint (patt No N8010-P061977) – DFT 150 Microns	300 Sq m					
	01 Coat of Jota coat Universal (Grey - anti <b>corrosive</b> paint (patt No N8010-P061944) – DFT 150 Microns	300 Sq m					
	01 Coat of Safe Guard E 3 ( <b>Tie coat</b> paint (patt No N8010-P009601) – DFT 125 Microns	300 Sq m					
	01 Coat of Sea quantum Ultra (Brown/ Light red - <b>anti fouling</b> paint (patt No N8010-P009602) – DFT 150 Microns	300 Sq m					
	01 Coat of Sea quantum Ultra (Red Brown/ Dark Red – <b>anti- fouling</b> paint (patt No N8010-P009603) – DFT 150 Microns	300 Sq m					
	01 Coat of Sea quantum Ultra (Brown/Light Red - <b>anti fouling</b> paint (patt No N8010-P009602) – DFT 150 Microns	300 Sq m					
	01 Coat of Sea Quantum Classic (Black - <b>anti fouling</b> paint (patt No N8010-P009604) – DFT 150 Microns – <b><u>For boot topping area.</u></b>	60 Sq M					
	<b><u>or</u></b>						

	<b><u>Akzo Nobal</u></b>						
	Surface preparation by grit blasting to SA 2.5 standard by iron grits to achieve profile 50 to 70 micron	300 Sq m					
	One coat of primer Intergard 269. DFT 50 micron. (N8010-P009678)	300 Sq m					
	One coat of anticorrosive Intershield 300(aluminium). DFT 150 micron. (N8010-P061977)	300 Sq m					
	One coat of anticorrosive intershield 300(bronze). DFT 150 micron. (N8010-P061944)	300 Sq m					
	One coat of tie coat intergard 263. DFT 125. (N8010-P009601)	300 Sq m					
	One coat of antifouling intersmooth 360(brown). DFT 150 micron. (N8010-P009602)	300 Sq m					
	One coat of antifouling intersmooth 360 (dark red). DFT 150 micron. (N8010-P009603)	300 Sq m					
	One coat of antifouling intersmooth 360 (brown) . 150 micron. (N8010-P009602).	300 Sq m					
	One coat of antifouling(boot top) intersmooth 360(black). DFT 150 micron. (N8010-P009604)	60 Sq m					
	<b><u>or</u></b>						
	<b><u>SIGMA SCHEME</u></b>						
	Surface preparation by grit blasting to SA 2.5 standard by iron grits to achieve profile 50 to 70 micron	300 Sq m					
	01 coat of Sigma cover 280 <b>primer</b> (patt No N8010-P009678 (DFT 50 Microns)	300 Sq m					
	01 Coat of Sigma cover 630 (Aluminum <b>anti corrosive</b> paint (patt No N8010-P061977) – DFT 150 Microns	300 Sq m					
	01 Coat of Sigma cover 630 (Grey - anti <b>corrosive</b> paint (patt No N8010-P061944) – DFT 150 Microns	300 Sq m					
	01 Coat of Sigma cover 525 ( <b>Tie coat</b> paint (patt No N8010-P009601) – DFT 125 Microns	300 Sq m					



	01 Coat of Sigma Alphagen 650 (Brown - <b>anti fouling</b> paint(patt No N8010-P009602) – DFT 150 Microns	300 Sq m					
	01 Coat of Sigma Alphagen 650 (Red Brown - <b>anti fouling</b> paint (patt No N8010-P009603) – DFT 150 Microns	300 Sq m					
	one Coat of Sigma Alphagen 650 (Brown - <b>anti fouling</b> paint (patt No N8010-P009602) – DFT 150 Microns	300 Sq m					
	01 Coat of Sigma Alphagen 650 (Black - <b>anti fouling</b> paint (patt No N8010-P009604) – DFT 150 Microns – <b>For boot topping area</b>	60 Sq m					
H-10012	<b>Internal Tanks/Ballast tank</b> (70 sq m on each catamaran)						
	<b>M/s Jotun paint</b>						
	Surface preparation to SA-2.5 using grit blasting	420 Sq m					
	(i) Apply one coat F/C Epoxy holding primer to obtain 30 microns.	420 Sq m					
	(ii) Thereafter apply two coats of F/C Balloxy HB light paints to obtain 200 microns on each coat.	840 Sq m					
H10013	<b>Weather Decks</b> (15 sq m on each catamaran) <b>(Jotun paint scheme)</b>						
	(i) Surface preparation by grit blasting to SA 2.5 standard by iron grits to achieve profile 50 to 70 micron	90 Sq m					
	(ii) 01 coat of Pen guard <b>primer</b> (patt No N8010-P009678 (DFT 50 Microns	90 Sq m					
	(iii) 01 Coat of Jota coat Universal (Aluminium <b>anti corrosive</b> paint (patt No N8010-P061977) – DFT 150 Microns	90 Sq m					
	(iv) 01 Coat of Jota coat Universal (Grey - anti <b>corrosive</b> paint (patt No N8010-P061944) – DFT 150 Microns	90 Sq m					
<b>Taxes and all applicable duties as follow</b>							
(a)	Custom duty(if applicable)						
(b)	Excise duty @ _____%(if applicable)						
(c)	Freight charges(if applicable)						
(d)	Octroi @ _____%(if applicable)						

<u>(e)</u>	Transportation & packaging charges(if applicable)						
<u>(f)</u>	VAT @        % (if applicable)						
<u>Grand Total</u>							

**Note :**

1. **" All material and services are to be supplied by the contractor unless specifically mentioned in the SOW."**
2. **All applicable taxes are to be clearly mentioned in Q-Bid. All prices are to be indicated in both words and figures.**
3. **Hand written Q-bids will be disqualified.**
4. The bidder is required to quote for material and services against each serial, else put a zero ('0') if providing item/service free of cost. If the quote is left blank or dash ('-') has been indicated, loading of that particular item at the highest rate quoted by any other bidder will be levied for comparing all bidders in an equitable manner..
5. Total cost implication including taxes to be clearly indicated in the 'Q' bid, failing which firms are liable to be disqualified.
6. In case the Quote runs into more than one page subtotal on each page to be indicated.
7. Taxes as extra are to be clearly mentioned in 'Q' bid. If not mentioned quote will be considered inclusive of Taxes.
8. Quotation to be submitted on firm's letter head clearly indicating TIN/CST Nos.
9. 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.
10. Staggering is to be undertaken in accordance with IS 4014 Part I & II (Code of practice for steel tubular scaffolding).
11. **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.***
12. **Service Tax.** Government of India, Ministry of Finance (Department of Revenue) Notification No. 12/2012 – 'Service Tax', dated 17 Mar 2012 exempts 'Service tax' for repair of ships or boats or vessels belonging to the Government of India. Therefore the firms are requested not to quote for service tax.

**Qualification Criteria:**

1. The firm is to have a industrial base/ manufacturing facility of its own within the municipal limits of Mumbai, Navi Mumbai and Thane.
2. The Shipyard / firm should possess a valid ISO 9001:2000 certification for manufacturing/repair processes. A copy of same is to be attached as part of T-bid.
3. The firm has to furnish its financial audit for past three years and should be making profit. Firms with recorded loss would be disqualified.
4. The firm should have carried out a refit/major repairs in Marine assects

**RESPONSE FORMAT TO BE ATTACHED IN T-BID**

**Related Activities (NOT TO BE QUOTED)**

<b>Sl</b>	<b>Activity</b>	<b>Confirm ability to meet requirement (Answer in Yes/No)</b>
i)	Through Surface preparation of internal compartments and external compartments for survey.	
ii)	Grit blasting /hydro blasting/ of external hull to bare metal for survey	
iii)	Painting as per the NCD 1481/1491 approved specifications of U/W hull and A/W hull.	
iv)	Painting of deck internal compartments and deck fittings as per the NCD/ NCD approved specifications.	
v)	Air pressure test of all tanks to 0.2 Kg/cm <sup>2</sup> more than atmospheric pressure with drop not exceeding 0.01 Kg/Cm <sup>2</sup> after 10 Minutes.	
vi)	All pipes to be Gr "C" heavy galvanized pipes conforming to IS-1239 (Part I) Pipe fittings as per IS 4310.	
vii)	Side shell and deck boundaries are to be double continuous welded.	
viii)	All brackets, connections and all seams and butts are to be double continuous welded.	
ix)	100% DPT to be undertaken on all weld joints.	
x)	Replacement (with new one) of all fittings such as	

	brackets, paneling, MFMB/lagging, deck fittings, strips etc after completion of hot work / main job	
xi)	Rectifiers would be used by the contractor with suitable electrodes as approved by MQC(H) for welding.	
xii)	Project monitoring of the craft would be done by CCPM and CCPM would be prepared and presented by the contractor. Weekly presentation would be given by the contractor to User Manager and MYCR. MYCR would be the nodal agency to co-ordinate CCPM through contractor. Any clarification in this regard would be clarified by contractor to the User Manager and MYCR	
xiii)	Firm to provide performance guarantee from OEM for LLPS paint scheme	

### **CONTRACTOR'S LIABILITY**

#### **WELDER QUALIFICATION:-**

<b><u>Sl</u></b>	<b><u>Activity</u></b>	<b><u>Confirm ability to meet requirement (Answer in Yes/No)</u></b>
i)	The firm should have qualified welders certified by IRS or any other welding society to adhere with Naval structural standards NES/DGS welding booklet and should submit their experience & qualification certificate for tradesmen and welder, performance qualification (WPQ) certificate to the inspection authority. These welders are required to be qualified in all positions for welding.	
ii)	Survey and quality inspection for the work being undertaken is to be done by MFAB/ MQC(Hull). Final inspection after assembly at the site is to be undertaken both by dockyard QC .	
iii)	Prior to commencement of work, firm has to submit following documents:-	
	(a) QAP for undertaking the job. The extent of NDT is to be included in the QA / QC plan.	
	(b) Welder qualification duly certified by IRS / LRS.	
	(c) Work can commence on approval of QAP and acceptance of Welder qualifications and NDT norms by ND (MB). Delay in approval of QAP will be attributable to Contractor.	

**OTHER LIABILITIES**

<b><u>Sl</u></b>	<b><u>Activity</u></b>	<b><u>Confirm ability to adhere to requirement (Answer in Yes/No)</u></b>
i)	Supply of all types of paints as specified in the SOW	
ii)	Gas cutting /welding equipment & materials/ Electrodes to conform IS 814 all positions. Contractor has to maintain the quality records in respect of moisture content and baking of electrodes on a daily basis and should deploy sufficient number of portable ovens to ensure electrodes are not let open after baking	
iii)	All accessories required for undertaking the task such as welding electrodes, welding equipments, grinding machines, chipping, beveling machine, measuring instruments, Oxygen, Actylene, Argon, Co2 etc are to be catered by the contractor.	
iv)	Seamless steel pipes for steel bollards to conform IS 4373/80	
v)	Steel plates / frames not mentioned as Dockyard liability to conform IS -2062 GR – B	
vi)	Degutting and re-gutting in way of repair work/steel renewal work and any damage during de-gutting/ re-gutting	
vii)	Scaffolding/ staging, safety gears & equipments, fire extinguishers with sentry	
viii)	Any incidental job/any other item which is not separately mentioned in the SOW and is required for the full and satisfactory completion of the work will be provided by the Contractor.	
ix)	Cleaning and removal of scrap generated during repairs from DD/Yard/On board craft to the place indicated by the Yard authorities.	
x)	If any specification of material / spare is not given in the SOW, it will be as per sample or as per QC directive/approval and Contractor will adhere to such directive.	
xi)	Transportation of materials, provision of any other item which is not specifically mentioned as dockyard liability	
xii)	The firm has to submit a time bound PERT Chart prior to commencement of refit	
xiii)	Any damages or loss to the yard material / equipment / property to be made good at the contractor's cost and risk	
xiv)	Bank Guarantee, Indemnity Bond and Transit Insurance to be undertaken by subcontractor for ND (MB) material as	

	per commercial terms	
xv)	Safety gear i.e. personal protective equipment for workmen employed is to be provided by the contractor. Insurance for the employees working at the Naval Dockyard would be the responsibility of the contractor	
xvi)	Contractor has to arrange Temporary lighting as and when required.	
xvii)	During contractual period, if the contractor is unable to meet the production targets required by ND (MB) or if quality of work is substandard. ND (MB) will reserve the right to cancel the contract without any financial implications to ND (MB).	
xviii)	The work is to be carried out by the contractor utilizing their own manpower and infrastructure within ND(MB) premises and further subcontracting of the work to another agency is not permitted	
xix)	In case of any addition / alteration required during progress of work, User Manager's recommendation would be binding	

**(Annexure 3 to Encl – II to  
RFP DYT/INCOD/13-14/111(i)/TS-YCM/REFIT-CATAMARANS/003  
Dated 12 Jul 13)**

<b>NAVAL DOCKYARD MUMBAI</b>												
<b>TITLE : QUALITY ASSURANCE PLAN</b>	<b>DOC CODE</b>	<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>0</b>	<b>3</b>	<b>8</b>
<b>DEPT : MQC ( HULL)</b>	<b>C NO 74</b>	<b>ISSUE NO 02</b>		<b>DATE : 22 APR 09</b>				<b>PAGE 24 OF 55</b>				

**COMPREHENSIVE REFIT PACKAGE OF YARD CRAFTS**

Activity No.	Description & sequence of activities	Reference Documents	P	R	W	H	Remarks
	All materials not supplied by dockyard to be material tested in NABL lab						
	i) MS Plates	IS 2062 Gr B	2	3	3	3	The material will be stamped by QCH prior sending to lab
	ii) MS Stiffeners	IS 2062 GrA					
	iii) GI Pipes	IS 139 Part-I, Pipe Fittings as per IS 4310					
a)	Bolts	IS 1363					
b)	Eye Plates	IS 6203					
	vi) Wooden Planks	African Teak Wood					



Activity No.	Description & sequence of activities	Reference Documents	P	R	W	H	Remarks
	vii) Deck cleats	IS 5520					All rubber items will be IRMRA certified
	viii) Bollards	IS 4374/80					
	IX) Paint	NCD-1416					
	X) Rubber Fender	IS 14238 and IS 13848. Hardness- 170 Shore A					
<b>STEEL RENEWAL</b>							
1	Survey and marking of defected areas		1				
2	Action against defect and marking of renewal area	Standard ship repairing practices	1			3	
3	Cropping of plate as per Sl. No. 2		1/2				
4	Prior commencement of welding, The yard/ Contractor must possess (a) WPS & PQR (b) As per WPS & PQR valid certificate for welders with their individual identity w.r.t certification while working (c) Proper welding equipments (d) Proper baking oven and hand oven (e) Correct consumable and process prescribed for the job. Ensure all the terms before finalise the contract.	Standard ship repairing practices as per NES 155 or approved equivalent standards	1/2				
5	Weld edge preparation / fairing and grinding of the area. Frames and longitudinal to be assessed / renewed, where ever possible template or mould to be prepared to manufacture new plate for renewal	Standard ship repairing practices as per NES 155 or approved equivalent standards	1/2			3	
6	New plate to be prepared according to the template or mould and prepare	Standard ship repairing practices as per	1/2				

Activity No.	Description & sequence of activities	Reference Documents	P	R	W	H	Remarks
	weld edge prior to lift the plate & ensure plates and sections are defect free and SA-2.5 blasted and primed.	NES 155 or approved equivalent standards					
7	Plate fit-up inspection i.e. tack welded all around with longitudinal, frames, stiffeners etc and plate breached with supports around the periphery with moon plate etc to prevent deformation due to full welding.	Standard ship repairing practices as per NES 155 or approved equivalent standards	1/2			3	Check mis-match, root gap, weld edge, chamfering for different thick etc are as per weld joint standard.
8	Weld the plate with stiffeners from inner side strictly in sequence.	PCW's sequence of welding for plating Page 343	1/2				
9	Back gauging and grinding, 1 <sup>st</sup> DP test for to rectify the defects prior to offer the DP to QC(H)	Standard ship repairing practices as per NES 155 or approved equivalent standards	1/2				
10	Inspection of back gauge and DP Test prior to full weld from outside, through clean post inspection	Standard ship repairing practices as per NES 155 or approved equivalent standards	1/2			3	
11	(a) Full weld from outer side with breaches (b) Rectify deformation beyond tolerances		1/2				
12	Remove / cutting and grinding of moon plates, keys etc and prepare the weld bed or reinforcement suitable for DP Test	Standard ship repairing practices as per NES 155 or approved equivalent standards	1/2				

Activity No.	Description & sequence of activities	Reference Documents	P	R	W	H	Remarks
13	(a) Second DP Test, (b) Examine defect free weld and adjoining area, (c) Identify and note the 'X' Ray spots or locations approx. 10% of weld length (Seam + Butts) for u/w and 5% for a/w, which can co-relate while interpretation / review of 'X' ray film. UT will be substitute where radiography not possible.		1/2		3	3	
14	(a) Interpretation of radiography film and justify the 'X' Ray report. (b) Action accordingly i.e. accept or repair (c) Follow the same (a) if there is repair but as per procedure.	SB Standard, ASME Sec IX	1/2			3	
15	Pressure test or leak test whichever possible or suitable for particular job will be decided by QC	SB Standard	1/2			3	
16	Preservation (in and out) priming and painting after above all tests are cleared		1/2			3	
<b>BLASTING OF UNDERWATER AREA</b>							
17	Area to be washed by salt water followed by fresh water after undocking		2		3	3	
18	Underwater hull area to be prepared to SA 2.5 std by Grit blasting		2		3	3	Iron grits to be used of G 24
19	Areas to be primed within 2 hrs of blasting after QC concurrence		2		3	3	
20	Application of paint scheme as per SOW	No 20/03	2		3	3	Inspection be offered at each coat interval

Activity No.	Description & sequence of activities	Reference Documents	P	R	W	H	Remarks
							prior to next coat
<b>RENEWAL OF ANODES</b>							
21	Determine No. of anodes to be renewed	Visual inspection report & Survey report	1		2		
22	Identification of material	Ship's record	1/2		3	3	
23	Inspection after fitment of anodes	As per installation manual. NDT post fitment	2		3	3	Areas where anodes are fitted to be blasted prior fitment
<b>FITTINGS</b>							
24	Survey, Repair/ Renewal/ Replacement/ of various foundations, miscellaneous out fittings, Guard Rails, Hand Rails, Stanchions, Cable locker, Hawse pipe & Naval pipe, Bollard, Cleats, Fairleads, Ventilation trunking etc	AS per SOW ( If repair work is carried out then it has to follow the norms approved by QC)	2		3	3	Structure which required renewal is manufactured as per approved drawings
25	Fittings which are renewed/repared is chipped for application of appro paint scheme	As per SOW	2		3	3	Paint scheme application should follow crafts record
26	Overhauling and easing of various units, machineries & equipments	As per SOW and Ships manual for concerned equipment	2		3	3	Firm to submit separate QAP for overhauling of machineries
<b>TANK TESTING</b>							
27	Survey and Repair/ Renewal, pressure testing and chipping/ cleaning and painting of Ballast tanks, Fuel tanks, F/W gravity tanks and chipping/ cleaning and painting of E/R and ASP bilges	As per SOW  Air pressure testing of the tanks at 0.2 bar pressure for 15 minutes  Painting as per approved paint scheme	2		3	3	All underwater tanks (F W tank) to be blasted to SA 2.5 std
<b>CITADEL DEFECTS</b>							

Activity No.	Description & sequence of activities	Reference Documents	P	R	W	H	Remarks
28	Repair/ Renewal of WT doors, hatches, port holes and replacement of clips, nuts etc	As per SOW	2		3	3	Items which are manufactured should as per sample
29	Replacement of rubber as per existing	As per SOW	2		3	3	Only IRMRA procured rubber to be used and certificate of same is submitted to QC
30	Chalk test on renewed rubber		2		3	3	
<b>WOODEN UPHOLSTERY</b>							
31	Wooden deck flooring to be surveyed and renewed as per existing	Survey to be carried by MOUT	4				
32	Internal wooden planks for cargo hold	As per SOW (Specification of wood to be used should be given by user dept)	2		3	3	Planks to be inspected prior fitment by QC
33	Application of wooden primer and finish coat	As per SOW	2		3	3	Prior application surface to be prepared
34	Sal wood wedges for securing cargo hold canvas	As per SOW (Specification of wood to be used should be given by user dept)	2		3	3	Wood to be inspected prior fitment by QC
35	PVC coated canvas covers for cargo hold	As per sample NCD 1453	2		3	3	Specification of PVC to be mentioned by user
<b>SURFACE PREPARATION &amp; PAINTING</b>							
36	The areas to be blasted should be surface prepared to SA 2.5 and appropriate paint scheme is followed	As per SOW	2		3	3	Grit to be used G-24
<b>TILING</b>							

37	Provision of material test certificates for following:-									
	Activity No.	Description & sequence of activities	IS 13755		Reference Documents	P	R	W	H	Remarks
	(i) H&R Johnson anti skid Endura tiles									
	(ii) Paint									
3	Breaking of old Tiles and underlay in the compartment.		2	--	3	3				
4	Cleaning the surface to bare metal, surface finish to St-2 standard.	HITTU handbook/Swedish std	2	---	3	3				
5	Application of 01 coat of Epoxy Red Oxide primer to 25-30 microns DFT with drying time of 24 hrs	No 20/03	2		3	3				
6	Application of three coats of coal tar epoxy to 300+ 25 microns DFT with inter -coat interval of 24 Hours	As per approved WLD	2	---	3	3				
7	Dry Film Thickness measurement		3	---	--	3				
8	Laying of wire mesh of dimensions 85X40X1.5 mm and painting of wire mesh with CTE.	As per SOW	2	---	3	3				
9	Tack welding and securing of wire mesh	As per SOW	2	---	3	3				
10	Laying of Portland Cement and white river sand in the ratio of 1:3 to obtain 40-60 mm thickness with required slopes for drainage for water	As per SOW	1	---	3	3				
11	Inspection post curing of the cement layer		3	---	--	3				
12	Material conformity checks of Tiles manufactured by H&R Johnson anti-skid Endura tiles as per IS specification. 13755. Sample to	As per SOW	3	---	1	3				

REFIT-CATAMARANS/003  
DYT/INCOD/13-14/111(i)/TS-YCM/

1. Above QA do not include degutting and re-gutting which may be placed at 3<sup>rd</sup> and 17<sup>th</sup> respectively, where required.
2. All contractors & yard will follow this draft QA plan for steel (Plate) renewal to prepare their own QA Plan and submit for approval to QC / M(Fab) before they commence operation.
4. QC Inspectors/ Supervisors must ensure timely preparation of Inspection reports on all the H (Hold) points after due inspection on respective hold point.
5. **Legend:**
  - A) “P” – Perform, “R” – Review, “W” – Witness, “H” – Hold
  - B) 1 – MFAB Department, 2 – CONTRACTOR, 3 – QC(H) Department

**STANDARD CONDITIONS OF CONTRACT FOR PARTIAL/COMPLETE  
REFIT/ REPAIRS OF SHIPS/SUBMAYINES/MAYINE AND SERVICE ASSETS**

**(Forms an integral part of the Contract, to be sent as Enclosure III of RFP)**

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ANNEX No./ DESCRIPTION

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Change/ Grouping of Shock Mounts etc. (to be formulated on case to case basis, if applicable and part of RFP).

Contract No. \_\_\_\_\_

Date : \_\_\_\_\_

**PREAMBLE**

THIS Contract is made and entered into at (Name of Place), on this \_\_\_\_\_ day of the Month of \_\_\_\_\_ in the year \_\_\_\_\_ (specify the year in words),

BETWEEN **The President of India represented** by ADMIRAL SUPERINTENDENT, NAVAL DOCKYARD, MUMBAI (hereinafter referred to as the **CUSTOMER**), which terms, unless excluded by the context, shall be deemed to include his successor or successors and permitted assignees, ON THE FIRST PART

AND

M/s \_\_\_\_\_ (**Name of the Firm/Shipyard including the address**), hereinafter referred to as the **CONTRACTOR**, which expression shall include their Administrator, Executors, Successors and Assignees, ON THE SECOND PART and where as the CUSTOMER agrees to deliver /permit (Name of the Vessel/Asset) to the CONTRACTOR for undertaking \_\_\_\_\_ (Title of the Work) and to take delivery of (Name of the Vessel/Asset) from the CONTRACTOR after successful \_\_\_\_\_ (Title of the Work undertaken) The **CUSTOMER** and the **CONTRACTOR** being hereinafter referred to as "**Party**" or "**Parties**".

**It is now agreed by and between both the parties hereto as follows:**

**ARTICLE 1 - DEFINITIONS AND ABBREVIATIONS**

**1.1 DEFINITIONS**

The following words and expressions in this Contract including its Annexes shall have the meanings as hereinafter defined unless the context requires otherwise:-

**Actuals** : The term Actuals, related to payment, shall mean all expenses, inclusive of those incurred towards associated cost elements such as all taxes, duties & levies, freight, insurance and clearance charges incurred by the CONTRACTOR and computed at the prevailing exchange rate wherever applicable, at the time of release of payments by the CONTRACTOR to the OEMs.

**Article** : Any Article of this Contract or partial Article with separate Mayginal number as referred to anywhere in the wording of this Contract and / or its Annexes.

**Certificate of Acceptance** : The Certificate to be signed jointly by the representatives of the CONTRACTOR and the CUSTOMER on the Date of Delivery of the Ship as set out in Article 8.1.1 and **Annex 1** of this Contract.

**Contract** : Shall mean this Contract including its Preamble, Articles \_\_\_ to \_\_\_ and Annexes \_\_\_ to \_\_\_ herein, and all amendments, changes, alterations and modifications made to this Contract.

**Material** : The term Material shall mean all equipment, fittings, finished / semi finished products, spares, consumables, Yard material, items, sub-assemblies / assemblies, documentation etc. required for the removal, repair & refurbishment, refit/installation and testing of any part of the work being undertaken by the CONTRACTOR (and/or by his Subcontractors on his behalf) as per scope of his work defined in this Contract, upto completion of the guarantee period and liquidation of his outstanding liabilities. COA Agency assigned by the Competent Financial Authority on behalf of the President of India to conclude the contract and operate in accordance with Article 2.1.

**Month** : Any calendar month, as defined in the Gregorian Calendar, or any period of 30 consecutive Days.

**Year** : Year starting from the 1st January and ending on 31<sup>st</sup> December or any period of 12 consecutive Months, as the case may be.

## 1.2 **ABBREVIATIONS**

The following words and abbreviations in this Contract including its Annexes shall have the meanings as hereinafter defined unless the context requires otherwise:

**B & D Spares** : Base & Depot Spares

**DCD** : Dockyard Completion Date

**FAT** : Factory Acceptance Trials

**HAT** : Harbour Acceptance Trials

**SAT** : Sea Acceptance Trials

**MoD** : Ministry of Defence

**OBS** : On Board Spares

**PAC** : Proprietary Article Certificate

**OEM** : Original Equipment Manufacturer/ Firm accorded PAC

**TEC** : Technical Evaluation Committee

**CNC** : Contract Negotiation Committee

**R & R** : Remove and Refit

**STW** : Setting To Work

**COA** : Contract Operating Authority

**ABER** : Anticipated Beyond Economical Repairs

**A's & A's** : Additions and Alterations

**QAP** : Quality Assurance Plan

**(Note:** All Abbreviations pertaining to the case, which require clarification are to be listed here and should form part of RFP)

## **ARTICLE 2 - EFFECTIVE DATE AND OPERATION OF CONTRACT**

**2.1** It is hereby agreed and declared that the powers and functions of the CUSTOMER under this Contract, shall be exercised by Integrated Commercial Department, NAVAL DOCKYARD, MUMBAI.

**2.2** The Effective Date of Contract is \_\_\_\_\_. The Contract commences from the Effective Date of Contract.

## **ARTICLE 3 - SCOPE OF CONTRACT**

### **3.1 Work & Services Contracts**

3.1.1 It is expressly understood and agreed between the CUSTOMER and the CONTRACTOR that this is a repair, refit and services Contract.

### **3.2 Scope of Work**

3.2.1 The \_\_\_\_\_ (Title of work) is to be completed in accordance with the terms, conditions and provisions of this Contract, as detailed in the following Articles.

3.2.2 The Scope of Work is placed at **Annex 2** of this Contract.

### **3.3 Removal and Refitting of Items**

3.3.1 In the event of the requirement to remove the existing machinery /equipments, switch-boards / control panels, electronic & communication equipments, light fittings, piping, trunking, valves, electrical cables, junction boxes, lagging, panelling, obstructions, protrusions, foundations, etc. falling in the way of repairs, **temporarily to facilitate completion of Scope of Work**, the CONTRACTOR shall reinstall the same as per drawings, amendments thereto and to the satisfaction of the CUSTOMER. All work associated with this Article forms an integral part of Scope of Work specified in Article 3.2.

3.3.2 Electrical cables in way of repairs, if required, are to be covered adequately for protection against accidental mechanical / fire damage, by the CONTRACTOR. Damages caused during the execution of the work by the CONTRACTOR or his Sub Contractors are to be made good by the CONTRACTOR at his cost.

3.3.3 All pipe lines, machinery, equipment and fittings which are not required to be taken out of the Ship are to be properly covered / secured to ensure they are not damaged during the course of the refit. Damages caused during the execution of the work by the CONTRACTOR or his Sub Contractors are to be made good by the CONTRACTOR at his cost.

### **3.4 Change in Scope of Work**

3.4.1 Notwithstanding the scope of work specified in Article 3.2 and 3.3.1, the CUSTOMER shall have the right to modify the Scope of Work during the execution of the Contract. The necessity for repairs/ renewals/replacements other than those presently included in the Scope of Work may arise during the inspection/survey/repair. All such work as also consequential work (rework) required to be done by the CONTRACTOR along with work arising out of items/drawings supplied by the CUSTOMER shall be treated as Scope of Work.

3.4.2 Such changes in the scope of work and the cost and time implications thereof shall be mutually agreed upon on priority, in writing, before undertaking such changes in the scope of work. The resultant increase in cost as well as any extension in project duration will be intimated by the CONTRACTOR and shall be agreed and accepted by the CUSTOMER through mutual negotiations prior to undertaking such changes in Scope of Work. Format for promulgating of Change in Scope of Work is placed at **Annex – 3** of this Contract.

3.4.3 In case promulgation of such change in Scope of Work affects the Initial Scope of Work as per Article 3.2 and 3.3 and/or additional Scope of Work as per article 3.4.1, the cost and time implications due to such changes, shall also be taken in to consideration by both the Parties, while promulgating the change in Scope of work in accordance with Article 3.3.

### **3.5 Procurement of Material by the CONTRACTOR**

3.5.1 A list of items procured, indicating landed cost which includes cost of materials, freight, insurance, packing/forwarding taxes, duties, clearing charges etc. will be furnished along with the bill raised by the CONTRACTOR on the basis of Third Party Invoice.

3.5.2 All material and items procured by the CONTRACTOR for Scope of Work, except where specifically indicated that such items are CUSTOMER supplied, are to conform to the relevant approved and applicable specification (in accordance with Article 10).

### **3.6 Sub-Contracting**

3.6.1 The CONTRACTOR may subcontract any part of Scope of Work on mutual agreement with the CUSTOMER. The CONTRACTOR can under no circumstance sub-contract the complete Scope of Work to a Third Party.

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

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

**3.7 Employment of Service Personnel.** The CONTRACTOR shall not employ any service personnel of the Indian Navy or on his own take any assistance either directly or indirectly from any of the workshops / facilities of the Naval Dockyard in the form of men or material for Scope of Work.

**ARTICLE 4 - CONTRACT PRICE AND TERMS OF PAYMENT**

**4.1 CONTRACT PRICE**

4.1.1 This is a Fixed Price Contract for completion of Work specified in Article 3.2 and 3.3. The Contract price is **Rs. \_\_\_\_\_/- (Rupees ..... )** inclusive of applicable taxes. A detailed breakdown of the Contract price, **including applicable taxes and duties** (calculated as per the existing rate) is placed at **ANNEX – 6** of this contract.

4.1.2 Notwithstanding the provisions contained in Article 4.1.1, the price is subject to revision upon mutual agreement, as and when scope of work is changed as per Article 3.4, ERV, Changes in Tax Rate, etc.

**4.2 Change In Contract Price Due To Procurement Of Additional / NA Spares.** Notwithstanding the Contract Price specified in Article 4.1 and as amended vide Article 4.2, the CUSTOMER shall pay for any additional/NA Spares procured by the CONTRACTOR for Scope of Work based on mutual agreement. Payment shall be made under this Article on the bill raised by the CONTRACTOR on the basis of Third Party Invoice accompanied by list of items procured, indicating landed cost which includes cost of materials, freight, insurance. The Contract Price specified in Article 4.1 and as amended vide Article 4.2, shall further stand amended to include payment towards such additional/NA Spares.

**4.3 PAYMENT TERMS.** The Payment Terms for the Contract Price specified in Article 4.1 shall be as follows :-

<u>Stage No.</u>	<u>Activity Definition</u>	<u>Stage Payment</u>

**ARTICLE 5 - TAXES AND DUTIES**

5.1.1 The Contract price indicated in Article 4.1 of this Contract is exclusive of all taxes, duties, levies of Central / State authorities, as applicable at prevailing rates under the extant Government policy for all Materials and services procured by the CONTRACTOR for the Scope of Work. Any increase on rates during the period of contract shall be paid extra at the time of invoicing. The same shall be reimbursed by the CUSTOMER to the CONTRACTOR at actual on submission of documentary proof of payment. The CUSTOMER reserves the right to deny any increase in taxes, duties, levies, etc. if the delivery period is extended beyond the period specified in Article 8.1.1.

5.1.2 Contract Operating Authority or his nominated representative shall issue appropriate tax exemption/concession certificate(s) on behalf of the CUSTOMER, to avail tax exemption/ concession, where applicable, as per existing Government policy, rules and regulations in force.

**5.2 “END USER” CERTIFICATE.** Contract Operating Authority or his nominated representative shall issue the appropriate “End User Certificate” on behalf of the CUSTOMER, for import of material and services, wherever required by the concerned manufacturer /supplier of equipment material and services / governmental agency.

**ARTICLE 6 - ADVANCE BANK GUARANTEE**

The Bidder will be required to furnish an Advance Bank 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 100% of the advance payment within 30 days of receipt of the confirmed order. Advance Bank Guarantee should be valid up to 60 days beyond the date of work completion. The specimen of advance bank guarantee is given below:-

**FORMAT FOR BANK GUARANTEE FOR ADVANCE PAYMENT**

From :  
Bank \_\_\_\_\_

To  
**DYT/INCOD/13-14/111(i)/TS-YCM/ REFIT-CATAMARANS/003**

The President of India

Sir,

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

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

3. We further hereby undertake to pay the amount due and payable under this Guarantee without any demur merely on a demand from the Purchaser stating the amount claimed. Any such demand made on the Bank shall be conclusive and binding upon us as regards the amounts due and payable by us under this Guarantee and without demur. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs \_\_\_\_\_ Rupees \_\_\_\_\_ only).

4. We further agree that the Guarantee herein contained shall remain in full force and effect for a period of 12 months from the date the last advance payment was made or for a period of 90 days from the date on which final delivery of the stores after development was made and accepted by the Purchaser whichever falls later unless the Purchaser in his sole discretion discharges the Guarantee earlier.

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

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

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

Yours faithfully,  
for \_\_\_\_\_ Bank  
(Authorised Attorney)  
Place : \_\_\_\_\_  
Date : \_\_\_\_\_  
Seal of the Bank

#### **ARTICLE 7 - PERFORMANCE BOND**

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 below:-

#### **Performance Bank Guarantee Format**

**DYT/INCOD/13-14/111(i)/TS-YCM/ REFIT-CATAMARANS/003**

**From:**  
**Bank** \_\_\_\_\_  
To,  
The President of India  
Ministry of Defence,  
Government of India  
New Delhi

Dear Sir,

Whereas you have entered into a contract No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as the said Contract) with M/s \_\_\_\_\_, hereinafter referred to as the "seller" for supply of goods as per Part-II of the said contract to the said seller and whereas the Seller has undertaken to produce a bank guarantee for ( % ) of total Contract value amounting to \_\_\_\_\_ to secure its obligations to the President of India.

We the \_\_\_\_\_ bank hereby expressly, irrevocably and unreservedly undertake and guarantee as principal obligors on behalf of the seller that, in the event that the President of India declares to us that the goods have not been supplied according to the Contractual obligations under the aforementioned contract, we will pay you, on demand and without demur, all and any sum up to a maximum of \_\_\_\_\_ Rupees \_\_\_\_\_ only. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. We undertake to effect payment upon receipt of such written demand.

2. We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between you and the Seller, indulgence to the Seller by you, or by any alterations in the obligations of the Seller or by any forbearance whether as to payment, time performance or otherwise.

3. In no case shall the amount of this guarantee be increased.

4. This guarantee shall remain valid for ..... months from the date of JRI acceptance of test consignment in India or until all the store, spares and documentation have been supplied according to the contractual obligations under the said contract.

5. Unless a demand or claim under this guarantee is made on us in writing or on before the aforesaid expiry date as provided in the above referred contract or unless this guarantee is extended by us, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.

6. This guarantee shall be a continuing guarantee and shall not be discharged by and change in the constitution of the Bank or in the constitution of M/s \_\_\_\_\_.

## **ARTICLE 8 - DURATION OF THE DELIVERY**

### **8.1 Duration of Work**

8.1.1 The CONTRACTOR shall complete his scope of work specified in Article 3.1 and 3.2 in \_\_\_\_\_ (duration in months/days/date for completion of Scope of Work) from the Effective date specified in Article 2.1. Delivery by the CONTRACTOR shall be treated as complete on satisfactory HATs/SATs and upon signing of Delivery Acceptance Certificate (applicable in the case of complete Refit/Repairs of Ships/ SubMayines only) OR Completion of Scope of Work and Trails (applicable in case of Refit/Repairs of Yard/Service Assets and partial Refits of Ships / SubMayines).

8.1.2 The said duration of Refit specified in Article 8.1.1 may be extended on mutual agreement only, with the CUSTOMER shall accept the vessel/asset without imposition of any sort of Penalty / Reduction in Contract Price.

### **8.2 Incomplete Work**

8.2.1 The CONTRACTOR and the CUSTOMER shall mutually agree on the quantum of incomplete and unsatisfactory work. Cost of such incomplete work shall be withheld, except where such incomplete work is not attributable to the CONTRACTOR. Payment thus withheld will be made on completion of such incomplete work, which should in any case be completed within \_\_ days **(to be indicated in the RFP)**. If such work is incomplete beyond the specified date, the same shall be deleted from Scope of Work specified in Article 3.2 with corresponding amendment to Contract Price specified in Article 4.1. The CUSTOMER reserves the right to levy LD on the entire value of the contract as per Article 9 in such cases.

8.2.2 The CONTRACTOR shall be paid for completion of work specified in Article 8.4.1 only on satisfactory completion and trials.

## **ARTICLE 9 - LIQUIDATED DAMAGES**

9.1 The CONTRACTOR shall be liable to pay to the CUSTOMER Liquidated Damages (LD), and not by way of Penalty, a sum equivalent to 0.5% (zero point five percent) of the Contract for each week of delay beyond duration of Work specified in Article 8.1, subject to a maximum of 10% (Ten percent) of the Contract Price.

## **ARTICLE 10 - RISK AND EXPENSE**

10.1 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.

10.2 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.

10.3 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.

10.4 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.

## **ARTICLE 11- QUALITY AND INSPECTION**

### **11.1 Quality Assurance & Quality Control**

11.1.1 In order to assure the quality of repair/refit and exercise effective control, the work executed by the CONTRACTOR will be in accordance with CUSTOMERS inspection schedule as applicable followed by preliminary, stage and final inspection. The repair work will be undertaken as per **specified Standards** and quality norms. Ensuring and maintaining quality will be the responsibility of the Shipyard.

11.1.2 The CONTRACTOR shall submit a Quality Assurance (QA) Plan as applicable to the scope of work for approval of the CUSTOMER. The approved QA plan will form the basis for inspection and acceptance of work executed by the CONTRACTOR under this contract.

### **11.2 Overseeing and Inspection**

11.2.1 Necessary tests and inspections of the contracted job shall be carried out by COA/ or his nominated agency. The CONTRACTOR shall give reasonable notice to the above team reasonably in advance of the date and place of such tests / inspections. COA shall also carry out joint receipt inspection of the equipment and material procured by the CONTRACTOR/ supplied by CUSTOMER. The CUSTOMER's representative shall, during the repairs / refit invariably attend such tests and inspections as per the QA Plan/Quality Inspection Schedule.

11.2.2 Any non-conformity discovered by CUSTOMER Representative and intimated in writing co-relating relevant documents where necessary, in Refit or material or workmanship shall be corrected by the CONTRACTOR at his cost, to the full satisfaction of Representative in accordance with the relevant drawings and specifications.

11.2.3 During the repairs / refit of the Ship, until the delivery thereof, the CUSTOMER's representatives shall be given free and ready access to the **Ship/SubMayine/Asset** and to any other place where related work is being performed, or materials are being processed or stored, including the yards, workshops, stores and offices of the

CONTRACTOR and premises of Subcontractors who are doing work or storing materials, in connection with the repairs / refit of the **Ship/SubMayine/Asset**. Notwithstanding any provision in this Article or any other Article in this Contract, the responsibility for the repairs / refit as per the scope of work vide Article 3.2, 3.3 and 3.4 shall rest with the CONTRACTOR.

## **ARTICLE 12 - WARRANTY & WARRANTY BOND**

### **12.1 Guarantee**

12.1.1 The CONTRACTOR warrants that the repairs carried out under this Contract conform to specifications vide SOR.

12.1.2 The CONTRACTOR shall give **Six months guarantee** for workmanship and material defects for items repaired and **12 months guarantee for new installations** under the contract from the Contract Completion Date. The guarantee clause will also be applicable to the items repaired by the OEMs / sub contractor of shipyard. Any defects noticed during this guarantee period due to defective / poor workmanship or sub-standard material shall be rectified free of cost by the shipyard or by the OEMs / sub-contractors under arrangements by the shipyard.

12.1.3 If within the period of warranty, the repairs reported by the CUSTOMER to have failed to perform as per the specifications, the CONTRACTOR shall either replace or rectify the same free of charge, within \_\_\_ days of notification of such defect received by the CONTRACTOR provided that the equipment are used and maintained by the CUSTOMER as per instructions contained in the Operating Manual. Record of the downtime would be maintained by user in logbook. Spares required for warranty repairs shall be provided free of cost by CONTRACTOR.

12.1.4 CONTRACTOR hereby warrants that necessary service and repair backup, during the warranty period of the repair, shall be provided by the CONTRACTOR at the CUSTOMER'S premises.

**12.2** Notice for Remedy/Rectification of Defects During Warranty Period shall be in writing and transmitted to each other by the fastest possible means.

## **ARTICLE 13 - GENERAL TERMS AND CONDITIONS**

**13.1 Safety of Men :** The CONTRACTOR is to ensure adequate safeguards for personnel when employed on work where human risk of health/injury is involved. All personnel including supervisors employed for the work on the premises of the Yard will wear uniforms with firms name prominently printed on the front and back side. All employees of the firm should be provided with personal protective clothing such a shoes, gloves, cap, and Mayon etc.

**13.2 First Aid :** The CONTRACTOR is liable to provide immediate first aid/hospitalization in case of accident/sudden illness to personnel.

**13.3** Gas Free & Man Entry Certificates, Fire Sentries, Administrative Support to OEMs, Pumping-out Facilities & Removal of Debris/Waste Material shall be as per Annexure 4 of SOR.

**13.4** "In case of any accident/incident caused by the contractor or his personnel, which results in damage to government property or injury to any person, a show cause notice will be issued to the contractor. The contractor is to reply to the show cause notice within 07 days. Thereafter, on completion of investigation of the case, if the blame is found to be attributable to the contractor or his personnel, the contractor would be liable for a tender holiday of one year."

## **ARTICLE 14 - INDEMNITY & INSURANCE**

**14.1 Indemnity.** The CONTRACTOR shall indemnify the CUSTOMER against all claims for death or injury caused to any person, whether workman or not, while engaged in any process connected with the CONTRACTOR'S work or for dues of any kind whatsoever, and the CUSTOMER shall not be bound to defend any claim brought under the Workmen's Compensation Act, 1923 or Payment of Wages Act 1936, or any other statutory Act or Law in force from time to time and applicable to the said work unless the CONTRACTOR first deposit with the CUSTOMER a sum sufficient to cover any liability which CUSTOMER may have to incur in relation to such proceedings.

**14.2 Insurance.** The vessel shall not be insured during the repairs period as it is the property of Government of India and no Insurance Policy is taken for Warship/Government vessel.

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The items/work shall not be insured during the repair/refit period as it is the property of the Customer and no insurance policy is taken.

The Contractor is liable to pay for any damage that may be caused to the state property on account of negligence by his staff.

#### **ARTICLE 15 – SECURITY**

**15.1** The CONTRACTOR is bound by the Official Secrets Act 1923 and, in its connection any other statutory Act / Law / Amendment in force and the information given is to be treated as strictly confidential and is not to be disclosed to any person or persons not concerned therein. The CONTRACTOR shall be responsible to ensure that all persons employed by him in the execution of any work in connection with this Contract are fully aware of the provisions of the Official Secrets Act 1923 / Law / Amendment in force and have undertaken to comply with the same.

**15.2** The CONTRACTOR shall also ensure secrecy of design, construction, equipment and documentation and shall carry out all or any instructions given by the CUSTOMER in this respect. Should the CUSTOMER desire to check up the security measures which have been provided, or will be adopted to achieve security, the CONTRACTOR shall produce necessary evidence to establish the same.

**15.3** In giving any information to the Sub-Contractors, the CONTRACTOR shall furnish to the Sub-Contractors only such information as may be necessary for carrying out the respective work entrusted to them.

**15.4** The security of the Ship, men and material in the CONTRACTOR's premises is the CONTRACTOR'S responsibility.

#### **ARTICLE 16 - FORCE MAJEURE**

(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.

#### **ARTICLE 17 - 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 1 month 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 1month 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.

#### **ARTICLE 18 - 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.

#### **ARTICLE 19 - ARBITRATION**

**19.1** All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof should be settled by bilateral discussions.

**19.2** Any dispute, disagreement of question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator.

**19.3** Within sixty (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties.

**19.4** The sole Arbitrator shall have its seat in New Delhi or such other place in India as may be mutually agreed to between the parties.

**19.5** The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only.

**19.6** Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.

**19.7** The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

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

#### **ARTICLE 20 - 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 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 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.

#### **ARTICLE 21 - 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 LABOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

#### **ARTICLE 22 - 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 Supply Order 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.

#### **ARTICLE 23 - NON DISCLOSURE OF CONTRACT DOCUMENTS**

Except with the written consent of the Buyer, the Seller/ other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

#### **ARTICLE 24 - 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.

#### **ARTICLE 25 - AMENDMENTS**

No provision of this 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 parties and which expressly states to amend this Contract.

#### **ARTICLE 26 - FREE SERVICES BY CUSTOMER**

Generally ND(MB) provides electricity, water, compressed air and crane facilities free of cost. However the contractor shall be required to make own arrangement to tap electricity, water , compressed air from the point of supply point indicated and lifting appliances like ropes, slings shackles with drawl gears etc.

#### **ARTICLE 27 - NOTICES & COMMUNICATIONS**

**27.1 Address for Notice / Communication** : The legal addresses of the Parties for the purpose of Notice/Communication are as follows :-

The Customer:	The Admiral Superintendent Naval Dockyard Lion Gate, Shahid Bhagat Singh Road, Mumbai - 400 023.
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Fax No. : 22660486

Telephone Nos: [GM(R) 22751409]  
[AGM (PL) 22751471]  
[DGM(COM) 22751476]  
[AGM (PR) 22751491]  
[SMCOM 22752066]

Copy of communication to the CUSTOMER is to be endorsed to:

The Dy.General Manager (Commercial)  
Naval Dockyard, Lion Gate  
Shahid Bhagat Singh Road  
Mumbai- 400 0023

**(Legal Address of Contractor)**

**27.2 Language.** Any and all notices and communication in connection with this Contract shall be in English language.

**ARTICLE 28 – INTERPRETATION**

**28.1** This Contract shall be governed by the laws of Republic of India.

**28.2** In the event of any conflict or discrepancy between the provisions of any Article to this Contract and any Annex thereof, the Article of this Contract shall prevail.

**28.3** This Contract constitutes the entire agreement between the CUSTOMER and the CONTRACTOR.

**28.4** Any amendment to this Contract and its Annexes shall be in writing and signed by both Parties.

**28.5** In the event of any conflict with respect to specification/drawing/existing practices, the order of precedence for acceptance would be as follows :-

- (a) THE CUSTOMER APPROVED DRAWING
- (b) SPECIFICATION VIDE SCHEDULE OF REQUIREMENTS
- (c) THE CUSTOMER'S DECISION.

**28.6** The failure of either Party to enforce any provision of this Contract shall not be considered as a waiver of such provision or the right of such Party thereafter to enforce the same.

**ARTICLE 29 - ENVIRONMENTAL POLICY**

The yard is committed to continually improve upon environmental performance through pollution prevention and resource conservation. Contractors should strive to:-

- (a) Minimize the generation of dust and noise by improving on operational practices.
- (b) Have effective utilization of utilities like water and electricity by recycling and energy auditing.
- (c) Control generation and disposal of effluent water by appropriate effluent treatment methods, Educate, train and motivate employees to execute their tasks in an environmentally responsible manner.

**ARTICLE 30 - LABOUR REGULATIONS**

**30.1** 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.

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Failure to obtain the licence acceptance of the tender is liable to be withdrawn. The Contractor shall carryout his obligations and duties under the Contract labour (R & A) Act 1970 and the rules framed hereunder.

**30.2 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.

**30.3 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.

**30.4 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.

**30.5 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.

**ARTICLE 31 - REMOVAL OF METAL SCRAP & DEBRIS**

Removal of Metal Scrap & Debris (While working inside Dockyard) :- Metal scrap generated by cutting, welding of plates will be yard's property. However the scrap will be collected, loaded/ unloaded by the contractor on his own transport and landed at the Survey yard for survey. The debris (including cement waste, broken pieces of bricks, mud, soot, rust, grit, broken tiles, urinals etc) if any, are to be cleared to designated dumping areas outside the yard by the contractor. The contractor is not to dump the scrap and debris at any place on the jetty without obtaining prior written permission of the Manager, Civil Maintenance. Such permission will ordinarily be granted only for a short duration to enable arrangement to be made for the transportation of the scrap and debris.

**ARTICLE 32 - SIGNATURE AND WITNESSING BY PARTIES**

This Contract is signed on \_\_\_\_\_ day of the month of ..... in the Year ....., in two (2) originals of the same wording, one (1) for the CUSTOMER and one (1) for the CONTRACTOR. The Annexes listed in Table of Annexures (page 4) and forming an integral part of this Contract are signed under same circumstances.

FOR AND ON BEHALF OF	FOR AND ON BEHALF OF
<b>M/s _____ THE CONTRACTOR</b>	<b>PRESIDENT OF INDIA THE CUSTOMER</b>
( ) REPRESENTATIVE OF CONTRACTOR Dated _____ 20...	( ) REPRESENTATIVE OF CUSTOMER Dated _____ 20....
In the presence of 1. _____ Name _____ Designation _____ 2. _____	In the presence of 1. _____ Name _____ Designation _____ 2. _____

Name _____ Designation _____	Name _____ Designation _____
---------------------------------	---------------------------------

ii. **Distribution** :

Payment Authority (One Ink Signed Copy)

FA to CFA (One Ink Signed Copy)

FA to COA (One Ink Signed Copy)

CFA (One Ink Signed Copy)

PCDA(Navy), Mumbai (One Copy)

IHQ,MoD(N)/DFM (One Copy)

**FORMAT OF CERTIFICATE OF ACCEPTANCE**

**CERTIFICATE OF ACCEPTANCE**

1. CERTIFIED THAT M/S \_\_\_\_\_, HAVE COMPLETED THE  
( \_\_\_\_\_ ) OF **(NAME OF THE VESSEL/ASSET)** AS PER THE SCOPE OF WORK ASSIGNED TO THEM  
AND HANDED OVER THE SAME TO **(NAME OF CUSTOMER)** AT \_\_\_\_\_ HOURS, ON THIS \_\_\_\_\_ DAY OF  
THE MONTH \_\_\_\_\_ IN THE YEAR TWO THOUSAND AND \_\_\_\_\_.

2. THE LIST OF LIABILITIES AS ON DATE IS PLACED AT ANNEXURE TO THIS CERTIFICATE.  
\_\_\_\_\_ COA/REP FOR AND ON BEHALF OF **THE PRESIDENT OF INDIA**  
\_\_\_\_\_ REP OF **M/S** \_\_\_\_\_

**SCOPE OF WORK**

Reproduce the Text of SOR finalised and accepted during CNC

(Will be included in the document on approval of draft contract)

**ANNEX- 3 to Encl – III to RFP**

**FORMAT OF PROMULGATION CHANGE IN SCOPE OF WORK**

1. **NAME OF WORK :** \_\_\_\_\_
2. **D.L. NO :** \_\_\_\_\_ (Wherever applicable)
3. **Proposed by :** \_\_\_\_\_
4. **Reference:** \_\_\_\_\_  
**Drg. Document** \_\_\_\_\_
5. **Details of additional work (if required use overleaf of the form / attach Annexures)**

**NAME DESIGNATION SIGNATURE OF THE PROPOSER**

6. (a) **Proposal No.** \_\_\_\_\_
- (b) **Effect on overall Schedule**
- (c) **Approved Cost**

**REP OF FIRM/PROJECT MANAGER OF SHPYARD**

7. **Approved / Not approved**

(Reasons if any)

**COA/HEAD OF PROJECT MONITORING TEAM**



**BREAKDOWN OF CONTRACT PRICE**

**Ser Description of Work/Service Material/Spares/Tax Rate (in Rs)**

1. Cost of all services indicated in the SOR Cost of repair part of SOW in the SOR
  - (a) Hull Work Package
  - (b) Engineering Work Package
  - (c) Electrical work Package
  - (d) Weapon Work Package
2. Cost of spares and material included in ser 2(a) to (d)
3. Cost of all other Services in the SOR (not covered under ser 1 and 2 including OEM charges etc)
4. Service Tax on ser 1, 2 and 3, excluding 2 (e)
5. Works Contract Tax (if applicable on ser 1, 2, and 3)
6. Cost of Yard Materials
7. Budgetary Cost of Spares
8. VAT/Sales Tax applicable on ser 6 and 7
9. Octroi/other local levies applicable on ser 6 and 7
10. Customs Duty/Amount of Customs Duty for which Exemption is sought on ser 6 and 7.
11. Excise Duty/Amount of Excise Duty for which Exemption is sought on ser 6 & 7
12. Miscellaneous (not included in any of the serial above)
13. Applicable Tax/Duty/Levies on ser 12
14. Grand Total (ser 1 to 13)
15. Grand Total (excluding ser 10 and 11)

**FORMAT OF CERTIFICATE OF COMPLETION OF DEFECT WORK  
COMPLETION CERTIFICATE**

**CERTIFICATE No. ... / CC / DT**

**The under mentioned stage/Activity as per the Payment Terms have been completed :-**

**DESCRIPTION OF ACTIVITY/STAGE :**

**Rep Firm/Shipyard COA/REP**

**SIGNATURE**

**NAME**

**DYT/INCOD/13-14/111(i)/TS-YCM/ REFIT-CATAMARANS/003**

**DESIGNATION /**

**RANK**

**DEPT/ORGANISATION**

**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 12 of the RFP has been attached.

(e) Indicate acceptance of Payment terms as indicated in para 15 of the RFP.

(f) Indicate acceptance of Standard Conditions of Contract (SCOC) and other terms and conditions given in the RFP.

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>SL NO</b>	<b>DESCRIPTION</b>	<b>REMARK</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.	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. Is the list of anticipatory spares attached with the 'T' bid (if applicable)?	YES/NO/NA
6.	EMD submitted in accordance with Para 12 of the RFP	YES/NO/NA
7.	Cost of Tender submitted in accordance with Para 10 of the RFP (for OTE cases only)	YES/NO/NA
8.	Payment terms as per Para 15 of the RFP acceptable?	YES/NO
9.	Standard terms and Conditions of the Contract as per Enclosure-III of the RFP acceptable?	YES/NO
10.	Itemised list for CDEC, EDEC, ODEC enclosed with T-bid	YES/NO

**DETAILS OF CONTRACTORS/SUPPLIERS/VENDORS**

<b>S.No.</b>	<b>MANDATORY INFORMATION</b>	<b>DETAILS</b>
1	Name of the Beneficiary as per Bank Account	
2	Complete Postal Address	
3	Telephone Numbers	
4	E-Mail ID	
5	Name of the Bank of Beneficiary	
6	Branch Name	
7	Branch Address	
8	Nature / Type of Account (SB/Current etc)	
9	Bank Account Number of the Beneficiary	
10	MICR Code (9 Digit Number printed on Cheque leaf)	
11	NEFT IFCS Code (4 Alphabets and 4 Numbers Code)	
12	Tin Details	
13	PAN Card Details	
14	VAT TIN No	
15	CST TIN No	
16	Service Tax TIN No	

## Enclosure V of RFP

### GUIDELINES FOR PREPARATION OF COMMERCIAL BID

1. Summary Sheet at Encl VI of this RFP should be filled in all respects.
2. The enclosed Quantified Work Package at Annexure 2 of SOR 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.
3. 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.
4. **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.**
5. Each page is to be authenticated (signed) by the Bidder.
6. 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.)***
7. **Bid Validity**. The commercial bid is to be valid 180 days .

## Enclosure VI of RFP

### SUMMARY SHEET FOR COSTING / QUOTATION

<u>Ser</u>	<u>Description of Work/Service Material/Spares/Tax</u>	<u>Rate (in Rs)</u>
1.	Cost of all services indicated in the SOR	
2.	Cost of repairs mentioned in the SOR (MOQ) (a) Cost of material/spares ( mandatory) (b) Cost of material/spares (anticipatory) (c) Cost of Services	
3.	Cost of all other Services in the SOR (not covered under ser 1 and 2 including OEM charges etc)	
4.	Service Tax, if applicable	
5.	Works Contract Tax (if applicable on ser 1, 2, and 3)	
6.	VAT/Sales Tax applicable on ser 6 and 7	
7.	Octroi/other local levies applicable on ser 6 and 7	
8.	Customs Duty/Amount of Customs Duty for which Exemption is sought on ser 6 and 7	
9.	Excise Duty/Amount of Excise Duty for which Exemption is sought on ser 6 and 7	
10.	Miscellaneous (not included in any of the serials above)	
11.	Applicable Tax/Duty/Levies on ser 12	
12.	Grand Total (ser 1 to 13)	
13.	Grand Total (excluding ser 10, and 11)	

**EMD Bank Guarantee format**

Whereas .....(hereinafter called the "Bidder") has submitted their offer dated.....for the supply of ..... (hereinafter called the "Bid") against the Buyer's Request for proposal No. .... KNOW ALL MEN by these presents that WE .....of ..... having our registered office at ..... are bound unto ..... (hereinafter called the "Buyer) in the sum of .....for which payment will and truly to be made to the said Buyer, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this..... day of .....20.....

The conditions of obligations are –

(1) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.

(2) If the Bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity.

(a) If the Bidder fails to furnish the Performance Security for the due performance of the contract.

(b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Buyer up to the above amount upon receipt of its first written demand, without the Buyer having to substantiate its demand, provided that in its demand the Buyer will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....  
(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch

