

PART I -Instruction to Tenderers

Cl. No	Clause Description	Description	Bidder's compliance (Yes/No)	In case of Non-Compliance, Deviation to be indicated
1.00	Prevalence of instructions/Terms / Clauses	PART-I, II, III & IV are bid specific additional Terms & Conditions (ATC) of Tender enquiry, and they will supersede/prevail over any contradictions/conflicting provisions somewhere else in Bid Document, until and otherwise so specifically mentioned therein.		
2.01	Submission & Opening of Tender	Tender Fee is not applicable. Bids are invited under Two Bid System i.e. Technical Bid & Price Bid on CPP Portal i.e. "https://etenders.gov.in". Tenderers are requested to read the tender Documents carefully, and submit their Online bid accordingly. Bids shall be accepted by electronic mode only, through CPP Portal i.e. "https://etenders.gov.in". NO OTHER MODE OF BID-SUBMISSION IS ACCEPTABLE. Bidder must comply to the procedures of the procurement portal and must enrol (In case of consortium, the lead member of consortium shall enrol & submit online bid) themselves on CPP Portal as per portal requirements including registration, compatible Digital Signature Certificate DSC etc The various functionality are available to bidders/sellers on CPPP which to be utilized by seller for bid submission & buyer /seller for further processing of bids .		
2.02		Bidders must read the complete tender document carefully. Bidder must not make any changes in the tender documents, except making entries in last two columns meant for bidder's compliance. The bidder's entries in these columns will be considered for bids evaluation and will supersede/prevail over in case of any contradiction somewhere else in bid offer		
2.03		The tender will be opened ONLINE on CPP Portal i.e. "https://etenders.gov.in" on at the date and time specified in Invitation of Tenders/amendment thereof. If the buyer's office is closed on specified Tender opening date, the bids will be opened on the next working day at the same time. Only Technical Bid will be opened on due date of tender opening		
2.04		Price Bids of only those bidders will be opened, whose Technical Bids are found compliant/suitable after technical evaluation by the Buyer, which will notified through CPPP to the bidders concerned.		
3.00	Corrigendum	Before the deadline for submitting the bid, the buyer may update, amend, modify or supplement the information in the tender document by issuing corrigendum The CORRIGENDUM (if any), to the originally published tender shall be published on CPP Portal i.e. "https://etenders.gov.in" only, and not through any other media, and hence all prospective bidders have to keep track of Tender Enquiry on the specified website for issuance of any CORRIGENDUM till bid opening time. It shall be solely the bidder's responsibility to check the procurement portal for any corrigendum and make the bid offer accordingly. Any corrigendum thus issued shall be part of the tender document.		
4.01	Bidder Information (to provide along with documents	Bidder to specifically mention the type of bidder firm either: (i) Sole Proprietorship, (ii) Partnership Firm, Registered under Indian partnership act 1932 (iii) Pvt. Co registered under companies Act 2013 or		

	for all members, in case of consortium bid)	<p>any other previous companies Act,</p> <p>(iv) LLP registered under LLP act 2008</p> <p>(v) Public sector entity (state owned company or institution).</p> <p>(vi) Consortium of Foreign OEM firm & Indian firm.</p> <p>(vii) Any other type not covered in above types.</p>		
4.02		<p>Firm shall mention the appropriate one categories of supplier/bidder from the following categories (in case of consortium specify in respect of each consortium partner):</p> <p>(a) Indigenous Manufacturers of the tendered plant/mc.</p> <p>(b) Foreign manufacturer (OEM) of the tendered plant/mc</p> <p>(c) Consortium of foreign OEM and Indian machine/plant manufacturing entity.</p> <p>NOTE:- In case of consortium the lead/principal bidder nomination through PoA and Consortium agreement must be submitted in the technical bid.</p>		
4.03		Firm has to submit/upload the Bank details of the firm i.e. Name of Bank, Address of Bank, BANK A/C NO, MICR CODE NO., IFSC CODE NO., BRANCH CODE NO., Opening date of Bank A/C etc.		
4.05		Firm has to submit/upload the GST registration details mandatorily for Indian Bidders.		
4.06	Compliance to Tender Terms/Clauses	The bid offer should conform/comply to the Detailed technical specifications PART-II, Bid specific ATC (Instructions to Tenderers Part-I, Standard conditions of contract Part-III , special conditions of contract Part-IV) and all other terms/clauses of Tender document .		
4.07		<p>Bidders are required to furnish clause by clause compliance of TE clauses bringing out clearly the deviations from TE, if any stating where they meet requirement in toto and where and how they deviate giving full details and remarks if any.</p> <p>The bidders shall submit the compliance statement in their technical bid , by mentioning their compliance/(deviation ,if any) in last two columns of all parts of atc & detailed technical specifications. In absence of any clause-specific stated deviation by bidder, it shall be considered bidder's unequivocal acceptance of clause(s).</p>		
5.00	CHECK-SHEET	For guidance for bidders, a check list of certain important documents for instant Tender Enquiry is attached at " APPENDIX-D " of tender document, the documents mentioned therein shall be uploaded along-with filled check list . Bidder may note that this Check-list is only for guidance of bidders & indicative nature only , list may not be exhaustive and any omission does not render exemption of any type whatsoever to the tenderer, hence Bidders to refer TE's detail T&C/ATC etc. for requirements of documents in bid offer.		
6.00	Validity of Offer	The Bids shall remain valid for 240 DAYS from the last date of submission of the Bids, and the prices quoted shall be deemed to remain valid for this period. A bid that is valid for a shorter period shall be rejected as non-responsive. In case the day up to which the bids are to remain valid falls on or is subsequently declared a holiday/ closed day for the Procuring Entity, the bid validity shall automatically be deemed to be extended upto the next working day.		
7.00	Modification and Withdrawal of Bids	No bid shall be modified/withdrawn after the deadline for submission of bids. Any withdrawal of a bid will result in forfeiture of bid security.		
8.00	Language of Documents	All Design Engineering Data, Drawings, Manuals, Literatures, Documents etc. shall be in English/Hindi only and shall be as per standard engineering practice. Only metric/SI units		

		shall be used in all drawing, documents etc If any other language is used along with English, the English version will be taken as authentic for any and all purpose.		
9.00	Clarification regarding contents of the TE	A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 10 DAYS. prior to the BID SUBMISSION CLOSING DATE . The buyer shall not be liable to reply/respond to any clarification sought after above timeline . Clarification may be sought through email/post from Purchaser/buyer Address: EXECUTIVE DIRECTOR, ORDNANCE FACTORY AMBAJHARI, NAGPUR - 440 021, MAHARASHTRA,(INDIA). Reply to clarification may be given to bidders electronically, or a corrigendum to TE may be issued on CPPP.		
10.00	Clarification regarding contents of the Bids	During evaluation of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The clarification will be sought through CPPP /or e-mail. No change in prices or substance of the bid will be sought on the initiative of the bidder .		
11.00	Rejection of Bids	Bid is liable to be rejected if complete information is not given therein or if the particulars and data (if any) asked for in the schedule to the tender, are not fully filled in. Conditional tenders will be rejected. Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summarily rejection with forfeiture of EMD		
12.00	Rights of procuring entity/ Right of Acceptance of Offer	This Tender is being issued without any financial commitment and Purchaser reserves the right to change or vary any part thereof at any stage. The Purchaser reserves the right to reject any or all of the offers without assigning any reason whatsoever. The Purchaser also reserves the right to withdraw the Tender Enquiry, should it be so necessary at any stage.		
13.00	No claim for compensation for submission of tender/Bid	The Tenderer, whose tender is not accepted, shall not be entitled to claim any cost, charges, expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the purchaser may decide to withdraw the invitation to this tender.		
14.00	EMD (Bid Security)	Bidders are required to furnish EMD (bid security) along with their bids. Please refer CPPP Bid Document for Earnest Money Deposit Amount to be submitted.		
14.01		The bid security is normally to remain valid for a period of 45 (forty-five) days beyond the final bid validity period.		
14.02		The bid security shall be in the form of Insurance Surety Bonds, account payee demand draft, fixed deposit receipt, or banker's cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form.		
14.03		In case the bid security is more than a threshold (Rupees five lakh) and in case of foreign bidders in GTE tenders it may be in the form of a bank guarantee (in equivalent Foreign Exchange amount, in case of GTE) issued/confirmed from any of the scheduled commercial bank in India in an acceptable form.		
14.04		Bid security shall be refunded to the successful bidder on receipt of a performance security.		
14.05	IPBG in lieu of EMD (Applicable of Tenders having value above	In tenders having value above INR 100 Cr, all Bidders irrespective of their status as MSE or any other category, are required to submit along with their bid, an IPBG (Integrity Pact Bank Guarantee) for amount as shown against EMD fee details in GEM tender enquiry/NIT, in the currency in which the sole bidder (or principle bidder in case of consortium/		

	INR 100 Cr)	<p>collaboration bid) shall quote in price bid). Scanned copies must be attached with the online tender.</p> <p>Bids received without IPBG shall be summarily rejected without technical evaluation. The Integrity Pact Bank Guarantee (IPBG) shall be submitted (as per Format at APPENDIX - B) from Indian public sector Bank or Indian Scheduled Bank duly authorized by RBI to handle Government transactions (For Indian Bidders) ,or issued by a First Class International bank , but it is to be confirmed by Indian public sector bank (for Foreign Bidders) preferably state bank of India. IPBG shall be in favour of YANTRA INDIA LIMITED ORDNANCE FACTORY AMBAJHARI .</p> <p>Note : IPBG is applicable for this TE and it shall be in lieu of EMD , hence any separate EMD shall not be required to be submitted.</p>		
14.06		The IPBG shall be valid up to a period of five (05) years or the complete conclusion of contractual obligations to complete satisfaction of both the bidder and the buyer, whichever is later. In case there are more than one bidder, the IPBG shall be refunded by the buyer to those bidder(s) whose bid does not qualify (do not qualify) after the stages of TEC/TPC, as constituted by the Buyer, immediately after a recommendation is made by the TEC/TPC on bid(s) after an evaluation.		
14.07		The IPBG shall be refunded by the buyer to those bidder(s) whose bid does not qualify (do not qualify) after the stages of TEC/ TPC, as constituted by the Buyer, immediately after a recommendation is made by the TEC/ TPC on bid(s) after an evaluation.		
14.08		The EMD (Or EMD in form of IPBG) will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of the tender, or in case seller defaults as provisions of the integrity pact. Further, if the successful tenderer fails to furnish the required Performance Security Deposit after placement of supply order within the specified period, its IPBG will be forfeited.		
14.09		For all cases above Rs. 50 lahks, an integrity pact would have to submitted as per APPENDIX-A .		
14.10	EMD (Bid security) exempted bidders	<p>EMD is not required to be submitted by those Micro and Small Enterprises (MSEs) bidders as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012 and its revision /amendment dated 09.11.2018 or later revision/ amendment/clarifications from time to time, AND who are manufacturer of the tendered Twin 20 MT Melting cum Holding Furnace along with Metal Delivery System, Online Metal Treatment System and Casting Machine.</p> <p>Or are registered with the or Department or Startups as recognized by Department of promotion of industry & industrial trade (DPIIT), for similar Plant & Machinery. Bidder to ensure that turnover of any of the financial years neither has nor exceeded beyond limits prescribed in the certificate/start-up scheme of DPIIT.</p> <p>The onus of establishing similarity of machine mentioned in the registration certificate with the machine of the instant tender will rest with the bidder. Accordingly, bidder must submit a brief write up with adequate documentary support, including clarification from Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Central Purchase Organization or the Concerned Ministry</p>		

		<p>or Department or Start-ups as recognized by Department of Industrial Policy & Promotion (DIPP) (if required) for establishing the similarity. Certificate in support of EMD exemption submitted by the bidder(s) shall be valid at least till the bid validity period. AND the onus of keeping track of extension of Bid submission closing date, if any, vis-à-vis validity of Registration certificate, getting it renewed and submitting within due date, rests with bidder.</p> <p>Note : Any Benefits/exemptions to MSE are not applicable in case of consortium Bid offer.</p>		
14.11		<p>EMD exempted bidders, for bids having value above Rs.5 lakhs shall submit Bid security declaration APPENDIX - C on a Rs.100. Stamp paper accepting that withdraw or modify bids during period of validity will attract penal action of suspension for the time specified in the tender documents. (From 01 to 02 Years as decided by the Competent Authority). also such default may be reported to MSE Deptt/GEM/other Govt Buyers.</p>		
14.12	Forfeiture of EMD(Bid security)	<p>The EMD will be forfeited in case(s) (i) If the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender. (ii) If it comes to the notice that information/documents furnished in its bid is false, misleading or forged(ii) or in case seller defaults as provisions of the integrity pact (iii) If successful bidders failed to submit PSD.</p>		
15.01	TECHNICAL BID	<p>The bidder shall carefully check the specifications and drawings and shall satisfy himself of the suitability of the equipment being offered and shall take full responsibility for the efficient performance and guarantee of specified output of the plant and equipment offered as per tender specifications.</p>		
15.02		<p>The offer should be complete in all respects along with supporting documents and technical literature like catalogue, test charts, list of customers of similar or higher capacity Machine / Plant offered in the instant bid, performance feedback reports from users etc. All documentary evidences as required in this tender should be uploaded online.</p>		
15.03		<p>The tenderer should certify in technical bid the ACCEPTANCE of COMPLIANCE of & INCLUSION of all the items as per scope of detailed technical specifications & scope mentioned anywhere in ATC documents (PART -I,III&IV),and all other Terms & Conditions of TE.</p>		
15.04		<p>The bidder shall certify in the technical bid that the price-bid contains prices of all the items and covers full scope as specified in whole tender document.</p>		
15.05		<p>Firm has to MANDATORILY submit applicable HSN code(s) for the tendered extrusion press. (i) It is advisable to use 08 (eight) digit HSN Code for purchase within India. (ii) In case of Export/ Import of Goods 08 (Eight) Digit HSN code will be compulsory.</p>		
15.06		<p>In order that no clarification is needed after opening of Price Bid of technically acceptable offers, it is essential that the un-priced copy of the price bid (REPEAT UNPRICED) as per price bid template is uploaded in the technical bid. The rate of all the Statutory Taxes & Duties ,if applicable, should be indicated clearly in the UNPRICED copy of Price Bid.</p>		
15.07		<p>MANUFACTURER RECOMMENDED LIST OF SPARES (MRLS). Bidders are required to provide in technical bid, the Manufacturer's Recommended List of Spares MANUFACTURER RECOMMENDED LIST OF SPARES (MRLS) to sustain the equipment for a period of 02 years after warranty period. UNPRICED list, repeat UNPRICED list to be submitted in tech bid.</p>		

15.08		Since the tendered item is on turnkey basis, hence quotation should include for full scope all the parts/items/ Tooling/first fill of all oil/lubricants etc that makes the offered machine fully functional. Incomplete quotations are liable to be ignored.		
15.09		Firm to indicate in their technical bid: The space requirements for the plant/mc etc. CFM requirement of each machine. Quantity & Quality of water required. Connected electrical load of machine required in KW.		
15.10		Incomplete quotations, quotation without inclusion of full scope of TE or quotations without toolings and fixtures in case of Tooled-up machines, are liable to be ignored.		
15.11		The tenderer shall inspect the site if considered necessary and shall satisfy himself of site conditions and shall collect himself any other information which he may require before submitting the tender. Claims and objections due to ignorance of site conditions will not be considered after submission of the tender.		
15.12	Make of Item(s)	Makes for various items wherever specified in Technical specifications are preferred makes. The tenderer may offer any other equivalent standard make available in India, however the onus of establishing/proving the equivalence of offered makes to the specified makes shall solely rest with the tenderer. In case of such items wherein tenderer has offered equivalent make, the tenderer shall submit along with their technical bid, OEM technical documents of the offered makes for scrutiny by OFAJ. It is clarified here that Tenderer can use these alternative makes if and only if he has obtained OFAJ approval for same at Technical Bid Stage only.		
16.01	PRICE BID	In the price bid, the tenderer shall include all elements of cost of plant and equipment strictly as per the scope of supply & services specified in technical specification and/or bid specific buyer's atc . Since the work is of turn-key nature, the bidder will be responsible for complete execution of the plant(s), civil foundation work/ electrical/mechanical/instrumentation works etc as specified. As specified in the scope of work of tender document. The itemized prices to be filled by bidders as per price bid format.		
16.02		Revision in price bid or technical bid having impact on prices will not be considered after bid submission closing date.		
16.03		Rates for MANUFACTURER RECOMMENDED LIST OF SPARES (MRLS) shall not be included into price of machine. The LUMPSUM price of the MANUFACTURER RECOMMENDED LIST OF SPARES (MRLS) to be quoted (Electronic submission) in the Price Bid Format. Soft copy (In pdf format) of Break-up Price MANUFACTURER RECOMMENDED LIST OF SPARES (MRLS) as per UNPRICED list of same) duly signed must be attached with Financial bid only on CPP portal. After opening of price bid, if there is any variation between total LUMPSUM price of MANUFACTURER RECOMMENDED LIST OF SPARES (MRLS), indicated in the Price Bid Template on CPP Portal and the total of break-up price of MANUFACTURER RECOMMENDED LIST OF SPARES (MRLS) as attached in soft Copy, the lowest price indicated among both will only be considered.		
16.04		For indigenous P&M, prices shall be quoted in Rupees for delivery ex-works. GST if applicable, shall be indicated separately and distinctly. The freight charges, if any, shall be quoted separately. However, order if any, will be on F.O.R basis wherein freight charges, insurance charges, taxes and duties etc. will be paid on actual against documentary proof.		
16.05		The price quoted MANUFACTURER RECOMMENDED LIST		

		OF SPARES (MRLS) by the firms will not be taken into account for deciding the ranking position of the firm.		
16.06		For all plant and equipment accessories, spares etc. of Indigenous source, prices shall be quoted in rupees for delivery ex-works. Statutory duties e.g. excise duty and sales tax, service tax etc. if applicable, should be indicated separately and distinctly. The freight charges if any, shall be quoted separately. However, order if any, will be on F.O.R. destination basis wherein freight charges, insurance charges, taxes and duties etc. will be paid on actual against documentary proof. The Buyer shall not consider any request for issue of any Tax concession form. (e.g. form "C") which may be noted.		
16.07		In case, foreign plants suppliers stipulate that purchases can be made through their Indian counterpart/ collaborator (not agent), purchase can be made against Rupee payment only for those plants/machines against offer from Indian bidders, but the import clearance shall be arranged by the bidder and he shall arrange inspection/ training in India and also provide after sale services.		
16.08		<p>For all plant and equipment, accessories, spares etc. of import origin from outside India, prices in foreign currency shall be quoted for delivery on F.O.B basis indicating the Port of shipment as well as for delivery on CIF basis indicating the port of entry in India "NHAVA SHEVA (Jawaharlal Nehru Port, Mumbai, India)" along-with the charges for transportation and insurance separately, directly by the Original Equipment Manufacturer (OEM) :-as a sole bidder or as a consortium member .However, order if any, will be on FOB basis and all taxes, duties, fees or charges including Bank charges outside India for supply of P&M, Services and Spares ex-import including transportation, Seaworthy packing, preservation till FOB is the responsibility of the vendor.</p> <p>The firm will provide specific confirmation that quoted price does not include payment of Agency Commission to any third party.</p> <p>Against such offer, if statutory requirement demands clearance from concerned Government, the Tenderer shall confirm in their offer that they shall arrange export licence in that respect.</p> <p>Payment of custom duty is the purchasers responsibility either by taking exemption certificate or directly paying the custom duty to the custom authority if exemption is not permitted</p> <p>If certain goods being offered from foreign sources which are exempted from payment of custom duty, the same shall be notified by bidder in technical bid itself.</p> <p>Confirmation regarding Custom duty exemption wherever applicable is required to be incorporated by bidder in his bid offer.</p>		
17.00	ELIGIBLE AND QUALIFIED SUPPLIER	Contract shall be placed on a supplier who is eligible to receive the contract, and is also capable, i.e. qualified in all respects to 'deliver the plant/machine'. The supplier is required to fulfil and follow all applicable rules, regulations and conditions to transact business with the Organization. The supplier shall be technically competent and financially sound to deliver the required P&M. Hence, the supplier shall fulfil the following two basic criteria to receive a contract: i. Eligibility Criteria ii. Qualification Criteria		
18.01	QUALIFICATION	Bidder must meet " Pre-Qualification Criteria Clause 17.00" of "Technical Specifications" (PART-II). All the necessary		

	CRITERIA/ TECHNICAL	documents required to satisfy Pre-Qualification criteria must be enclosed by bidder in their technical bid.		
18.02	QUALIFICATION CRITERIA/ FINANCIAL	<p>Annual Turnover: In case of sole Bidder, the bidder must have Average annual turnover during Last three financial years Minimum INR 38,66,64,000 / USD 4120676/ GBP 3048379/ EURO 3506937/ YEN 6559186 in the currency in which the sole bidder (or principal bidder in case of consortium bid) shall quote in price bid). In case of consortium bid, the principal/Principal/Lead bidder alone must meet the turnover criteria.</p> <p>In case the date of constitution / incorporation of the bidder are less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria</p>		
18.03		<p>Net worth :</p> <p>i) The net worth of the sole Bidder firm (principal bidder in case of consortium bid) should not be negative on ending 31st March of the previous financial year and also</p> <p>ii) should have not eroded by more than 30%(thirty percent) in the last three years, ending 31st March of the previous financial year.</p>		
18.04		<p>In case of consortium/collaboration the lead/prime member of the consortium/collaboration must comply the financial capacity .</p> <p>In case the Consortium Member relies on its Holding Company for any one of the above-mentioned Financial Parameters, then reliance must be placed on the Holding Company for meeting all the financial criteria.</p>		
18.05		Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder are less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criterion.		
19.00	Eligibility Criteria	Bidder must meet all of following eligibility criteria. In addition to making entries in compliance last two column of this part , the Bidder(from all members in consortium bids) also to submit declaration as to meeting all eligibility criteria:		
19.01	Eligibility Criteria	<p>The Bidder must be: A sole proprietorship, or Partnership Firm Registered under Indian partnership act 1932 or Pvt. Co registered under companies Act 2013 or any other previous companies Act , or LLP registered under LLP act 2008 or a Public sector entity (state owned company or institution), or a foreign OEM or a Consortium of foreign OEM & Indian firm</p> <p>Note: The collaboration/consortium is not applicable between Indian firms.</p>		
19.02		<p>Indian firm having prerequisite experience of manufacturing and supplying similar plant & machinery, similar is defined is in Pre-Qualification Criteria Clause 20.00 of “Technical Specifications” (PART-II).</p> <p>OR</p> <p>FOREIGN OEM FIRM having prerequisite experience of manufacturing and supplying similar plant & machinery ,similar is defined is in Pre-Qualification Criteria Clause 20.00 of “Technical Specifications” (PART-II)</p> <p>OR</p>		

		<p>Indian firm (machine/plant manufacturing entity) can bid in this tender in collaboration/consortium with FOREIGN OEM FIRM having prerequisite experience of manufacturing and supplying similar plant & machinery , similar is defined in Pre-Qualification Criteria Clause 20.00 of “Technical Specifications” (PART-II).</p> <p>Note: The collaboration/consortium is not applicable between Indian firms.</p>		
19.03		Bidder must Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of these reasons.		
19.04		Bidder must Not stand declared ineligible/ blacklisted/ banned/ debarred by the purchasers Organisation or any unit of purchasers Ministry/ Department or by any other ministry/department from participation in its Tender Processes. Affidavit that the bidder has not debarred for a period not exceeding three years commencing from the date of debarment., on non-judicial stamp paper duly stamped & signed by authorized signatory must be submitted in technical bid .		
19.05		Bidder must Not have changed its name or created a new business entity as covered by the definition of “Allied Firm”, consequent to having been declared ineligible/ suspended/ blacklisted/ banned/ debarred .		
19.06		<p>Bidder must Not have an association (as a bidder/ partner/ director/ employee in any capacity)</p> <ul style="list-style-type: none"> • of retired Manager (of Gazetted Rank) or a retired Gazetted Officer of the Central or State Government or its Public Sector Undertakings if such a retired person has not completed the cooling-off period of one year after his retirement. However, this shall not apply if such managers/ officers have obtained a waiver of the cooling-off period from their erstwhile organisation. • of the near relations of executives of Procuring Entity involved in this Tender Process. 		
19.07		<p>Bidder must not have conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this tender. Bids found to have a conflict of interest shall be rejected as nonresponsive: A bidder in this Tender Process shall be considered to have a conflict of interest if the bidder:</p> <ol style="list-style-type: none"> a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or b) Receives or have received any direct or indirect subsidy/ financial stake from another bidder; or c) Has the same legal representative as another bidder for purposes of this bid. A Principal bidder can authorize only one consortium partner, and such partner also should not represent or quote on behalf of more than one Principal. Or, d) Has a relationship with another bidder, directly or through common third parties that puts it in a position to have access to information about or influence the bid of another Bidder or influence the decisions of the Procuring Entity regarding this Tender process; or participates in more than one bid in this tender process. Or, e) Participation in any capacity by a Bidder (including the participation of a Bidder as sub-contractor in another bid in this tender or vice-versa) in more than one bid in this tender shall result in the disqualification of all bids in which he is a party. However, this does not limit the 		

		<p>participation of a non-bidder firm as a sub-contractor in more than one bid; or would be providing goods, works, or non-consulting services resulting from or directly related to consulting services that it provided (or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), for the procurement planning (inter-alia preparation of feasibility/ cost estimates/ Detailed Project Report (DPR), design/ technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule of requirements or the Tender Document etc) of this Tender process;</p> <p>f)or has a close business or family relationship with a staff of the Procuring Organisation who: (i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or (ii) would be involved in the implementation or supervision of resulting Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract.</p>		
20.01	TECHNICAL CAPACITY:-	The tenderer shall satisfy the purchaser that he possesses the necessary technical experience and qualification and that he has at his disposal suitable modern facilities and staff of specialized nature to ensure that his contract work is of best quality and workmanship, according to the latest engineering practice. The tenderer shall furnish necessary particulars in this regard along with the tender.		
20.02		In this regard, the bidder shall submit a detailed statement of similar plant or built by him of similar or higher capacity and similar technology in the past and name and full address of the customers with order No., date of supply and performance report thereof.		
21.01	FINANCIAL CAPACITY	The bidder shall produce satisfactory units proof that he is financially in a position to fulfil the contractual obligations offered to be undertaken by him, e.g. showing average annual turnover during last three years, Copies of last three years annual report indicating profits and losses & Net worth,(Net worth for cases above Rs.50 Cr), values of orders executed in the past etc.		
21.02		Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder are less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.		
21.03		<p>In case of consortium/collaboration the lead/prime member of the consortium/collaboration must comply the financial capacity.</p> <p>In case the Consortium Member relies on its Holding Company for any one of the above-mentioned Financial Parameters, then reliance must be placed on the Holding Company for meeting all the financial criteria.</p>		
22.00	LEGAL CAPACITY & SIGNING OF TENDER	The bidder shall satisfy the purchaser that he is competent and authorized to submit tender and/or to enter into a legally binding contract with the purchaser. To this effect, the bidder shall render documentary evidence that his signature on the tender bid, submitted by him is legally binding upon himself, or company as the case may be.		
22.01		Individual signing the tender or other documents connected with a contract must specify whether he signs as :(i)"Sole		

		<p>Proprietor" of the firm or constituted attorney of such Sole Proprietor. Supporting copy of documents to be attached while submitting the tender. (ii) A partner of the firm, if it be a partnership, in which case he must have authority to quote & to refer to arbitration dispute concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney;(iii) Constituted attorney of the firm/lead partner (in case of consortium) if it is a company.</p> <p>1) In case of (ii) above, a copy of the partnership agreement or general power of attorney, in either, case, attested by a Notary Public should be uploaded or affidavit on stamped paper of all the partners admitting execution of the partnership agreement or the general power of attorney should be uploaded.</p> <p>2) In case of the partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, all documentary evidences as required for this tender must be physically signed by every partner of the firm before uploading.</p>		
22.02		The bid Offer uploaded on procurement portal shall be signed digitally by using valid Digital Signature Certificate (Class-III) through CPP Portal by the competent authority holding power of attorney(lead /prime member in case of consortium) to handle such job on behalf of tendering firm and this fact must be stated explicitly .		
22.3		A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all costs and damages.		
22.04		<p>The following shall also be submitted with their technical bid:</p> <p>(A) Copy of Proprietorship Registration Certificate/Copies of Partnership deeds/Copy of certificate of incorporation and Articles of Association applicable.</p> <p>(B) Copies of ownership documents in respect of manufacturing plant</p> <p>(C) General power of attorney in favour of signatory, other than the owner / head of the firm.</p> <p>(D) Consortium Agreement, if any. [Regarding Consortium Agreement, the Consortium Partners should indicate their responsibility and Scope of Work specifically in the Consortium Agreement pertaining to the T.E.]</p>		
22.05		In case of consortium , all the members shall enter into a legally binding “consortium agreement” as per format in APPENDIX - F for the purpose of submitting the bid and execution of the project & post-execution contractual obligations .		
22.06		Affidavit that the bidder has not debarred for a period not exceeding three years commencing from the date of debarment.		
23.00	EVALUATION OF TECHNICAL BIDS	Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the TE, both technically, and commercially. Offers received without EMD shall be summarily rejected, if the bidder does not meet the valid EMD exemption criteria.		
23.01		The Technical Bids submitted by the Bidders will be evaluated by the Buyer with reference to the WHOLE TENDER DOCUMENTS INCLUDING TECHNICAL SPECIFICATIONS of the plant or machine as well as the various TE CONDITIONS. Accordingly, “Comparative Statement of Tenders” shall be prepared. Comprehensive		

		analysis of the techno-commercial offers will form the basis for subsequent decision.		
23.02		For machine of import nature, Indian bidders are permitted to offer in Indian rupee payment only. This shall be treated as second sale to OFs and in such cases only sales tax/Vat/GST will be applicable.		
23.03		If any Indian firm/ tenderer quotes against Tender for imported equipment/plant and machinery, in such cases, the tenderer shall quote prices in INR including Customs duty and associated taxes as a cost of basic price of the machines and subsequently add details of other taxes like Sales Tax/VAT/GST as extra as in Second sale. Purchaser shall not take any responsibility for payment of Customs duty, export license, etc in such cases.		
24.04		In case, foreign plants suppliers stipulate that purchases can be made through their Indian counterpart/ collaborator (not agent), purchase can be made against Rupee payment only for those plants/machines against offer from Indian bidders, but the import clearance shall be arranged by the bidder and he shall arrange inspection/ training in India and also provide after sale services.. No export clearance certificate/custom duty exemption certificate shall be provided in such cases. Tenderer to confirm that their quoted price does not include payment of Agency Commission to any third party.		
25.00	Restriction under Rule 144(Xi) of GFR 2017	Restriction under Rule 144(Xi) of GFR 2017 Eligibility in this tender is further subject to & in compliance to Govt of India order(s) Regarding bidders from certain countries that share land border with India. The GoI policy in regard Restriction under Rule 144(Xi) of GFR 2017 ,including Provisions in Min of Finance (deptt of expenditure) Order No: F.7/10/2021-ppd(1) DT 23.2.2023 OR ITS REVISION/AMENMENT FROM TIME TO TIME shall be applicable to this Tender.		
26.01	ENGAGEMENT OF INDIAN COLLABORATOR BY FOREIGN SUPPLIERS	For machines of imported nature, Indian bidders are permitted to offer against Indian Rupee payment only. If foreign plant supplier insists that purchases can be made through their Indian counterpart/collaborator (not agent), purchase can be made against Indian Rupee payment, but the tenderer shall arrange the import clearance and the Indian collaborator shall arrange inspection/training in India and provide after sales service. Purchaser shall not take any responsibility for payment of customs duty, export licence etc, and only GST shall be applicable as a second sale to buyer. No export clearance certificate/custom duty exemption certificate shall be provided in such cases.		
26.02		For machines of imported nature, where Indian subsidiary/India Office is submitting the bid on behalf of OEM and where the PDI is possible only in OEM premises, bids shall be in foreign currency, the order shall be placed on Foreign OEM directly and payment shall be to OEM directly. The firm will provide specific confirmation that quoted price does not include payment of Agency Commission to any third party. Against such offer, if statutory requirement demands clearance from the concerned government, the tenderer shall confirm in their offer that they shall arrange export licence in that respect.		
26.03		For machines of imported nature involving payment in foreign exchange shall be quoted by foreign manufacturer directly, on FOB/CIF price basis. The firm will provide specific that quoted price does not include payment of Agency Commission to any third party.		

		Against such offer, if statutory requirement demands clearance from concerned Government, the Tenderer shall confirm in their offer that they shall arrange export licence in that respect.		
26.04		In case, OEM of foreign origin quotes against tender with Indian Collaborator/Partner, OEM shall be the prime bidder, being the technology provider. The sole responsibility of execution of contract and after sales service/technical support of its P&M shall be with OEM. OEM shall furnish the copy of the collaboration agreement or MOU between the OEM and its Indian Partner/Collaborator. The MOU must have provisions defining the following: (i) Technical design & process guarantee responsibility of OEM and Indian partner. (ii) Distribution of work / responsibility between OEM and Indian partner for the scope of supplies specified in the TE. (iii) Responsibility of after sales service/technical support:- Supply & service from Indian partner shall be quoted in INR and payment shall be made after confirmation from the prime bidder		
26.05		In case of collaboration for bidding, a copy of collaboration agreement or MOU is to be submitted, clearly defining the responsibility for the scope of work with reference to NIT/TE and subsequent liabilities of the contract. The foreign supplier (technology holder) shall have to be responsible for design, engineering and supply of imported equipments, quality certification for indigenous equipments, supervision of erection & commissioning and process guarantee of the whole plant. Payment can be made in foreign exchange to foreign bidders only and in Indian Rupees to Indian bidders, as per respective share of works		
27.00	EVALUATION OF PRICE BIDS OF TECHNICALLY ACCEPTABLE BIDDER.	The Price Bids of only technical suitable Bidders will be opened. at later date , which will notified through CPPP to the bidders concerned .		
27.01		EVALUATION criteria, Ranking of bids , and other matters shall be as described in PART –V (evaluation criteria) , and taxes & duties in part IV		
27.02		The Lowest Acceptable Bid will be considered further for placement of Supply Order after complete clarification and price negotiations, if required with the lowest (L1) bidder.		
28.01	Public Procurement (Preference to Make in India), Order 2017	Procurement (Preference to Make in India) Policy: Provisions contained in Public Procurement (Preference to Make in India), Order 2017 issued by DIPP, Ministry of Commerce & Industries vide letter No.P-45021/2/2017-B.E-II dated 15-06-2017 along with MoD I.D No.59011/8/2015-D(HAL-II) dated 19-07-2017 and Order no P-45021/2/ 2017-PP(BEII)-Part (4) Vol.II dated 19-07-2024 and it's amendment/revision issued time to time by GOI, will be applicable for procurement of this item. To avail the benefit of said policy, the bidders claiming to be “Class-I Local supplier”/ “Class-II Local supplier” shall be required to provide a certificate from the statutory auditor or cost auditor of the company (In case of companies) or from a practicing cost accountant or practicing chartered accountant (In case of suppliers other than companies) giving the percentage of local content in accordance to above policy.		

28.02		<p>As per Ministry of Commerce and Industry, Department of Promotion of industry & internal trade vide OM No. P-45021/102/ 2019-BE-II-Part (1) (E-50310, dated 04-03-2021, Bidder offering imported products will fall under the category of Non-Local suppliers. Bidder can't claim themselves as class-I Local suppliers / class-II Local suppliers by claiming the services such as Transportation, Insurance, Installation, Commissioning, training, after sale service etc. as local value addition.</p> <p>Further , as per Order no P-45021/2/ 2017-PP(BEII)-Part (4) Vol.II dated 19-07-2024 Procurement /supply of repackaged/refurbished/rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content, as defined in said Order.</p> <p>It is also to be ensured and confirmed by bidder that imported Items sourced locally from resellers /distributors are excluded from calculation of local content</p>		
28.03		<p>Bids with false declarations regarding Local contents shall be rejected as non-responsive, in addition to punitive actions under the MII orders , and/or any other action as per discretion of buyer for making false declaration in bid .</p>		
28.04	Purchase Preference to Micro and Small Enterprise (MSEs):	<p>Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012 and its revision /amendment dated 09.11.2018 or later revision/amendment /clarifications from time to time.</p> <p>If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the tendered Twin 20 MT Melting cum Holding Furnace along with Metal Delivery System, Online Metal Treatment System and Casting Machine. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises.</p> <p>In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service.</p> <p>The participating MSEs in a tender, quoting price within the band of L1 + 15 % may also be allowed to supply a portion of the requirement by bringing down their price to the L1 Price, in a situation where L1 price is from someone other than MSE.</p> <p>Such MSEs may be allowed to supply up to 20% of the total tendered value.</p> <p>In case of more than one such eligible MSE, the supply shall be shared proportionately (to tendered quantity).</p> <p>In case of tender Item cannot be split or divided etc (Current TE falls in this category), MSE quoting a price within the band L1+15% may be awarded for full/complete supply of total tendered value to MSE, considering the spirit of the policy for enhancing govt procurement from MSEs.</p> <p>Note : Any Benefits/exemptions to MSE are not applicable in case of consortium Bid offer.</p>		

PART II - Technical specification

Technical specification for Twin 20 MT Melting cum Holding Furnace along with Metal Delivery System, Online Metal Treatment System and Casting Machine on Turn Key Basis.

CI No	Technical Specification	Bidder's Compliance (Yes/No)	In case of Non-Compliance, Deviation to be indicated
01.00	SCOPE OF WORK: - Design, Manufacture, Supply, installation, erection, commissioning of the minimum 20 MT per drop capacity Twin Tilting Type Melting cum Holding Furnace along with launder system, degassing unit, filtration unit and casting machine On turn-key basis including all civil works for Aluminium billets of different grades of Aluminium Alloys i.e. 2xxx, 3xxx, 5xxx, 6xxx & 7xxx series alloy with detailed specification as per following clauses:		
02.00	DESCRIPTION OF MELTING CUM HOLDING FURNACE:		
	<p>Furnace will consist following sub parts-</p> <p>a) Two Numbers minimum 20 MT per Drop Capacity Melting cum Holding Furnace Tilting Type, suitable for melting of different Aluminium Alloys i.e. 2xxx, 3xxx, 5xxx, 6xxx & 7xxx series.</p> <p>b) Fuel to be used- PNG with regeneration for maximum efficiency.</p> <p>c) Electromagnetic Stirrer (EMS) for better homogeneity of alloying elements in Molten Bath.</p> <p>d) One Rotary Flux Injector.</p> <p>e) Main Features:</p> <p style="padding-left: 40px;">Casting Capacity: Minimum 20 Metric Tons per drop and 3 drops in 24Hrs.</p> <p style="padding-left: 40px;">Melting Capacity: In order to achieve minimum 20MT billet casting, the furnace to be designed suitably.</p> <p style="padding-left: 40px;">Casting Process: Utilizes the Direct Chill (DC) casting method for producing high-quality aluminium logs with minimal internal defects and superior surface finish.</p> <p style="padding-left: 40px;">Tap to Tap time: Maximum 6 hrs to get 3 casting per day</p>		
03.00	Technical details for Melting cum Holding Furnace:-		
03.01	Furnace Chamber should be designed in such a way that it should be capable to melt Aluminium and Master alloys to produce the desired range of Aluminium Alloy. The Furnace & Charging door design should be such that it should allow collecting / removing the maximum amount of dross generated during melting process. Pure Aluminium and Known Scrap generally be in 70:30 ratio. (Scrap Consist of Solid end pieces of rod, discard & end pieces of 15-20Kg each weight without any machining scrap).		
03.02	One adequate capacity Electro-Magnetic stirrer (EMS) of ABB or any international proven make should be provided along with Furnace as integral part of twin furnace and should be automatic control through Furnace PLC and SCADA system. EMS should function during the Melting cycle in Auto mode. Necessary Arrangement and sensor should be provided.		
03.03	One adequate capacity Rotary Flux Injector (RFI) should be the common integral part of twin Furnace for injecting the flux inside the molten bath. Firm has to provide details along with their offer. Firm should supply the RFI which work for both the furnaces from small sampling door. The Flux shall be mixture of granular type (For Dross Removal) and Inert gas (Argon). Argon gas will be supplied by OFAj. Firm should confirm the Flux specification which is readily available in India to prove the Furnace as per desired performance. RFI should be of STAS or Internationally proven reputed make.		
03.04	An independent Charging Machine of minimum 5MT capacity should be supplied. This Charging Machine should be travel on rails to service both Melting Furnaces. Distance between Rails should be kept minimum.		

	<p>(a) Movement: Rail Mounted, Motorised</p> <p>(b) Pusher Movement : Hydraulic</p> <p>(c) Charge Bucket Movement : Hydraulic</p> <p>(d) Capacity (Metric Tonne) : Minimum 5MT</p> <p>(e) Bucket Volume (Cu.M) : Minimum 6 Cu. M.</p> <p>A Boom Type Skimming Machine should also be supplied for mixing of the melt and for dross skimming with 5 mixing spade & 5 skimming spades as spares. This machine should have Floating mode and Alloying mode.</p>		
03.05	Melting Rate (Instantaneous) : Minimum 6000 Kg/h		
03.06	Maximum temperature(Roof) : 1100 °C		
03.07	Working temperature (Transfer/ Casting Temp) : 750°C		
03.08	Temperature Uniformity of Bath: +/- 5 °C		
04.00	Combustion:		
04.01	<p>Burner Power: Suitable Capacity Burner to be provided and maintaining the casting temperature of molten bath. Make of Combustion System should be of Bloom Engineering or Fives North American or Internationally reputed proven make. The emission control must comply to 75ppm max NOx and 150ppm max CO at any firing rate between 5% and 100% with 3% excess oxygen. It is desirable that furnace should melt full charge within 4 hrs time. Burner should be based on PNG with regenerative capability for maximising fuel efficiency. While bidding firm should submit the burner details and associated mechanism. The Burner design should be maintenance friendly. The input for combustion will be PNG and fuel consumption should be maximum 6,60,000 kcal per ton per hour while working on Regenerative burners during melting. Bidder should provide the details of their proposed Combustion System along with offer.</p>		
4.02	<p>Burner should be equipped with combustion fan silencer. Combustion Fan capacity should be adequate to function the burner satisfactory with its rated capacity. Suitable arrangement to be provided with adequate safety features to avoid any fire hazards during power failure.</p>		
05.00	FURNACE CASING :		
05.01	<p>(a) Furnace should be fabricated from steel as per IS2062 grade E350 plate, beams and other shapes. The welding work wherever applicable should be continuous seam weld.</p> <p>(b) The general shell thickness for the furnace should not be less than 12 mm for the hearth and the walls. Additional reinforcement at all points of mechanical and thermal stress, including the burner openings, breach, door seal etc. should be provided.</p> <p>(c) The casing design and construction should be strong enough to be capable of withstanding for deflections caused by normal thermal cycling and mechanical operations without causing damage to the furnace refractory lining or steel structure.</p>		
05.02	Ladder/Stairs and walkway should be provided for easy access of the equipment provided and mounted with furnace casing.		
05.03	All steelwork will be cleaned and painted according to industry standard and capable to with stand for skin temperature.		
05.04	<p>Skin temperature: It Should not be more than 50 °C above ambient at maximum working temperature on the side walls (1m away from the burner ports or flue duct) with full load. Ambient temperature at Nagpur location varies from 5 °C to 50 °C. Furnace Skin Temperature after stability test, metal temperature at 730°C, Shell Roof Temperature at 1100°C and ambient 45 °C shall be:</p> <p>(a) At Lower Side Wall - 95 °C</p> <p>(b) At Upper Side Wall - 90 °C</p> <p>(c) At Roof - 110°C</p> <p>(d) At Door - 110°C</p> <p>Bottom shell temperature near EMS area should not exceed 200°C with the cooling air blower on. Firm should also provide minimum 8 thermocouples</p>		

	permanently attached to the bottom shell of the furnace and display their readings on the HMI.		
06.00	FURNACE DOOR:		
06.01	<p>(a) Furnace should be provided with one main charging door fabricated from steel as per IS2062 grade E350. During working the sealing should be adequate so that there is no temperature loss from contact surface of door and casing. Door should have adequate refractory work to avoid any heat loss.</p> <p>(b) Door construction: Door sealing surface is made of Robust of heat resisting Cast Steel As per IS 4522 Grade 9 and surround both the door jambs and lintel to reinforce the door opening.</p> <p>(c) When the door is in its fully up position, there should be a mechanical lock that can prevent the door from falling down even if the wire rope/chain fails. Door motion should be with a link chain.</p>		
06.02	One small door should be provided with the furnace for use of Rotary Flux Injector/sampling purpose. Door sealing surface is made of Robust heat resistance fabricated sections of material as per IS2062 Grade E350. This door should be Hydraulic Cylinder / Geared Motor operated with suitable automated clamping arrangement.		
06.03	A Hydraulically operated clamping system should be provided in the door design to ensure the good sealing when door is in lowered position. Same mechanism should be provided to lock the door while in raised position for maintenance work. Additional mechanical locking arrangement should also be provided as an additional safety feature.		
06.04	Door Operating Mechanism: Suitable door lifting and lowering mechanism both side chain operated over common shaft should be provided. Door operating system should be provided with central holding wire rope system to prevent door down movement in case of any failure. Suitable sensor/limit switches to confirm the open and close position to be provided. Mechanical door locking arrangement in door up position should be provided. A Door fume hood with heat shield should be provided above door opening.		
06.05	Base of the door opening should be provided with wide refractory lines sill to withstand the abrasion and mechanical stress that may occur during charging operation and dross removal. The sill comprises a robust fabricated steel construction with minimum 65mm thick plates made from suitable heat resisting cast steel as per IS2062 Grade E350, incorporating a dross shelf that covers entire length of the opening. The refractory sill should angle towards the furnace interior to promote metal draining back into the furnace during skimming operation.		
07.00	TAP HOLE & PLUGGING SYSTEM: Metal Pouring System		
07.01	<p>(a) Metal Pouring System shall be constructed from heat resistant Cast Stainless Steel to ensure minimum deformation molten metal discharge. The metal outlet/Tap Hole and launder shall be isolated from direct contact, with ceramic blanket, rope sealing provided to ensure thermal integrity and prevent leakage.</p> <p>(b) Firm should submit their proposed design alongwith offer.</p> <p>(c) Spout should be made of heat resistant Cast Steel grade equivalent IS4522 for minimal deformation when metal is being poured out of the furnace. Additional 2 numbers Spout assembly should be supplied as a spare.</p>		
08.00	HEATING SYSTEM		
08.01	Heating Control: Furnace heating should be through PNG combustion and density of flame should be controlled through Furnace PLC. Furnace should have heating control in different mode i.e. Melting, Holding, power saving mode.		
08.02	The burner should be ideally suitable for Aluminium Melting cum Holding furnace. The burner should be equipped inbuilt electric pilot system for reliable and safe ignition.		
08.03	Separate flame detectors and control device should be used to monitor and		

	control the burners during Melting cum Holding. If no flame is detected , the Flame safety system should shut down the fuel system safety valves and should sound an alarm to alert operator.		
08.04	All necessary accessories i.e. combustion valves, fan, manual valves, pressure regulators, safety valves, relief valves, limiting orifice, flow control valves, flexible hoses and ignition systems should be supplied along with burners.		
08.05	The main Fuel train and combustion air fan should be supplied along with furnace. This include a gas train with necessary safety and controlled devices with necessary manual valves, pressure regulators, safety valves, relief valves, limiting orifice and flow control valves, flexible hoses, pilot sets, independent air & Fuel flow measurement devices. All supplied material should be from CE approved make. The PNG will be provided up to Battery Limit of 10 Mtrs & at Maximum 2 Bar pressure.		
08.06	The burners should be provided with independent electric pilot system. The pilot assemblies consist generally of flame retaining nozzles, gas mixers, air cocks and gas pressure regulator. The pilot should design for automatic spark ignition by a transformer from a burner controller located in the field or control panel.		
09.00	Fume Exhaust System & Chimney :		
09.01	Combustion fumes should be evacuated from the furnace via a refractory lined port. The Chimneys from both Furnaces should combine and go through a Baghouse. The Chimneys and refractory lined port should be common for both Furnaces.		
09.02	Chimney Height should be as per applicable Maharashtra / Central Pollution Control Board (MPCB/ CPCB) norms.		
09.03	Furnace Pressure Control: A differential pressure transducer should be mounted on the furnace casing above bath surface level to control furnace pressure. The transducer signal should be sent to PLC and then to the actuator that activates the damper.		
09.04	Pressure Control Damper: The mechanical pressure control damper consists of a mild steel construction covered by insulating castable refractory retained by alloy steel anchors. The damper should be operated automatically with feedback position system that should be controlled by the main PLC. Damper design should be Maintenance friendly for replacing the damper.		
09.05	PAINTING: All steelwork should be cleaned and painted with 2-3 coats of heat resistant paint according to Industry standards rated for 400 °C with 50 – 60 micron as per DFT.		
10.00	REFRACTORY:		
10.01	<p>Suitable grade refractory should be provided for better functioning of the furnace. Sufficient and suitable stainless steel anchors should be provided, where it is required for better strength and reinforcement.</p> <p>The Make/ Brand of refractory material used, shall be of RHI Austria / Vesuvius / Calderys or equivalent internationally reputed proven manufacturer only. For Pre-Approval of make, Bidder shall provide all relevant documentary evidence and performance certificate from the major clients having 20MT Aluminium Melting Furnace working with Aerospace Grade Alloys.</p> <p>Furnace refractories should be suitable for melting 2xxx, and 7xxx series alloys. The refractory material should be selected such that there is no aluminium adherence, no penetration or reaction, and no Si or Fe pickup when doing a 72-hour cup test with 7075 alloy @ 815°C. This material should also have excellent alkali resistance (Na + K) at 900°C.</p> <p>The refractory material should withstand the temperature of different area of the furnaces as given below and the firm shall confirm the same-</p> <ul style="list-style-type: none"> (a) Bottom & Lower sidewall – Brick/refractory castable - Max 1200 °C (b) Tap hole and Ramp - Castable - Max 1550 °C (c) Upper Sidewall – Brick/ refractory castable - Max 1550 °C (d) Charging Door - castable - Max 1550°C 		

	<p>(e) Burner - castable - Max 1600°C</p> <p>(f) Off-gas Opening – castable - Max 1550°C</p> <p>(g) Roof - castable - Min 1550°C</p> <p>Refractory Materials in Metal contact area should be Non-Wetting aluminium type. The Non-Wetting refractory layer must extend 300mm above the bath height.</p> <p>Firm should submit detailed specification for the refractory along with bid and to provide material test certificate in support of the above along with supply.</p>		
11.00	Metal Delivery System/Laundry System:		
11.01	It should be made up of pre cast blocks of refractory and supporting steel frame. Electrically heated top covers should be provided throughout the laundry to maintain temperature. Cover should be such that it does not allow escape of heat.		
11.02	Laundry cover should be suitably designed and operation friendly (preferably hinged type). Firm should submit the details of the same at the time of bidding. Applicable safety features for safe working will be provided by Firm.		
12.00	Degassing Unit:		
12.01	<p>(a) Firm should provide a degassing unit of latest technology which will be placed in between the melting furnace and filtration unit.</p> <p>(b) The degassing unit should have chamber isolation and provision to prevent oxides floating on top from entering the casting line.</p> <p>(c) The degassing unit should have skimming windows for dross removal in each chamber.</p> <p>(d) There should be provision to tilt the degasser to pour all the metal inside it and consume the metal in the cast itself.</p> <p>(e) Degasser should be capable of tilting to empty all the metal out for intensive cleaning.</p> <p>(f) Additional drain ports should be provided in each chamber to empty the degasser in the situation where the hydraulic tilt system is not working.</p> <p>(g) A dedicated Chlorine Gas Panel should be provided with mass flow controllers to mix the Chlorine Gas with Argon and supply this mixed gas to the rotor(s).</p> <p>(h) It should be consisting of separate Gas Control Panel for Mixing of Chlorine & Argon, mass flow control and electronic leak detection system.</p> <p>(i) Firm should provide a dedicated lifting arrangement for lifting of the lid without having to disconnect any utilities.</p> <p>(j) The Degasser preferably integrated electrical heating system (Min 2 numbers each of 25 KW), capable of maintaining the temperature of the flowing or stationary molten metal. There should be a maximum of 5°C temperature loss in the molten metal between the inlet and outlet of the Degasser.</p> <p>(k) Design of the heating system should be such that it doesn't interfere with skimming operations.</p> <p>(l) Degasser should be off-line (kidney style) with provision to bypass it.</p> <p>(m) Firm to design their chlorine panel for 100% pure chlorine supply into the mixing panel.</p>		
12.02	This unit should be capable of maintaining a uniform temperature of the molten metal (730°C) during the complete casting process. Firm has to provide an electric heating arrangement capable of maintaining temperature of molten metal. After completion of the one batch of casting, the Degassing unit will continue its heating to maintain the temperature for subsequent cast.		
12.03	Degassing unit should have inbuilt argon purging mechanism. There should be a mechanism for dross removal from the degassing chamber during casting process. The Chlorine Gas upto 3% shall be permitted to use for removal of Salt, Alkalies and oxides from the melt during degassing.		
12.04	Firm has to submit the technical details of the degassing unit in the offer.		

12.05	Degassing unit should be of proven capability to produce as per AMS 2630 B / AMS2154 standard, class A ultrasonic passed casted billets for AA2xxx, 3xxx, 5xxx, 6xxx & 7xxx grade alloys. Following typical performance value are to be proved after degassing the Molten metal: <table><tr><td rowspan="5">Hydrogen Removal</td><td>Alloy</td><td>Hydrogen at Entry (Max)</td><td>Hydrogen at Exit (Max)</td></tr><tr><td>2xxx, 7xxx</td><td>0.35 cc/100gms Al</td><td>0.11 cc/100gms Al</td></tr><tr><td>5xxx</td><td>0.35 cc/100gms Al</td><td>0.12 cc/100gms Al</td></tr><tr><td>6xxx</td><td>0.32 cc/100gms Al</td><td>0.11 cc/100gms Al</td></tr><tr><td>3xxx</td><td>0.30 cc/100gms Al</td><td>0.11 cc/100gms Al</td></tr></table>	Hydrogen Removal	Alloy	Hydrogen at Entry (Max)	Hydrogen at Exit (Max)	2xxx, 7xxx	0.35 cc/100gms Al	0.11 cc/100gms Al	5xxx	0.35 cc/100gms Al	0.12 cc/100gms Al	6xxx	0.32 cc/100gms Al	0.11 cc/100gms Al	3xxx	0.30 cc/100gms Al	0.11 cc/100gms Al		
Hydrogen Removal	Alloy		Hydrogen at Entry (Max)	Hydrogen at Exit (Max)															
	2xxx, 7xxx		0.35 cc/100gms Al	0.11 cc/100gms Al															
	5xxx		0.35 cc/100gms Al	0.12 cc/100gms Al															
	6xxx		0.32 cc/100gms Al	0.11 cc/100gms Al															
	3xxx	0.30 cc/100gms Al	0.11 cc/100gms Al																
13.00	Hydrogen Detector (Online Hydrogen Gas Analyser)																		
13.01	Firm shall provide hydrogen measurement system for molten metal during casting. The make of quantitative hydrogen analyser should be of ABB AISCAN or internationally proven make to satisfy acceptance criteria. The hydrogen analyser result for each cast should be store to SCADA system.																		
14.00	Filtration Unit:																		
14.01	(a) Firm has to supply a Ceramic Foam Filtration (CFF) unit. After the degassing unit molten metal will pass through the Ceramic Foam Filtration unit. (b) Degassing unit and the Filtration unit preferably be of same make to ensure metal quality going to the casting table. (c) Filter should be capable of using minimum 23” x 23” filters of 40ppi pore size that should be changeable after every cast. (d) All filters required during trial & commissioning phase to be supplied by the supplier. (e) Extra 500 Qty CFF Filters are to supplied along with machine under as an optional spare. Price to be quoted separately. Equivalent Indian supplier should be mentioned.																		
14.02	The CFF should be equipped with Top Gas Fired / Electric heating system integrated with the lid capable to preheat the filter within 30 minutes.																		
14.03	After coming out of the CFF unit the molten metal should have hydrogen content as per clause 12.05.																		
15.00	Casting Machine:																		
15.01	WAGSTAFF, Almex or equivalent internationally proven make casting machine which is capable of doing casting of diameter 800 mm, diameter 600 mm and diameter 400 mm logs of Aerospace Grade Hard aluminium alloys. Firm has to submit the technical details of the offered casting machine in their bid. General Features of the Casting Machine: (a) Casting Machine suitable for Cast Length 4500mm, cylinder stroke as per Cast length, Nominal Cast Weight Lifting Capacity: 35MT, Minimum Drop Weight: 20MT (b) Minimum 12 Strand for Dia 400mm Billet Casting System (c) Minimum 6 Strand for Dia 600mm Billet Casting System (d) Minimum 4 Strand for Dia 800mm Billet Casting System (e) Single/Double acting and internally guided self-aligned hydraulic cylinder with high hardness Plasma Coated surface/ Stainless Steel Ram. (f) The Casting Cylinder should have a centrally located internal square guide tube that prevents rotation of the cylinder rod more than +/- 4 minutes. (g) It should include Platen, Pit Skirt with proper illumination and handrails, cylinder mounting ring, steam exhaust fan and duct system. (h) It should include Hydraulic power pack consisting of reservoir, all safety valves, transducer, control devices, pump and manifold blocks. (i) It should include torque limiting device, flow sensor for cast feed controls, and integral casting safety provision. (j) A Tilting system / carriage car should be provided to remove the cast logs from the pit at the end of the cast.																		

	<p>(k) Pit shall be covered with powered and fully automatic safety guard at the end of the cast to allow the operators to safely remove the billets from the pit without any chance of the operator falling in the pit.</p> <p>(l) Lifting tackles for 400mm, 600mm & 800mm Billets for removal of cast logs from casting pit.</p> <p>(m) Automatic Mould Lubrication Supply System shall be provided.</p> <p>(n) The supplier must provide a complete casting water supply and management system inclusive of all necessary piping from the battery limit, automated valves, filtration system and the control system to run the main water supply line circuit, return water line circuit, emergency water line circuit, recirculation line circuit, and water line flushing circuit. The Supplier must also provide the Supply Water Pumps, Return Water Pumps, Recirculation Water Pumps and Cooling Tower Fan Motors. One standby water supply and return pumps to be supplied by firm. All VFDs required to control these components should be incorporated in the control panels provided by the FIRM.</p> <p>(o) OFAJ will provide ambient temperature Water Basin of approximately 2,00,000 litres and an Emergency Water Tower of 30,000 litres capacity and discharge point 17m above floor level.</p> <p>(p) Firm should provide the Water Filtration System, Water Quality Monitoring System (pH&TDS), Emergency Water System, Pit Water Level Management System, Supply, Return & Recirculation water control system & its integration to Automation System.</p> <p>(q) Firm should give provision to measure the metal temperature near the furnace pouring spout, entrance of the degasser, exit of the degasser, and cold end of the mould table.</p> <p>(r) Firm should provide all necessary systems to safely End the cast in case of a power failure.</p> <p>(s) The PLC based Automation System should have capability to store and execute Casting Recipes for each billet size and alloy combination. There should be provision to manually adjust the water flow, cast speed, rod feeder speed, degasser rotor speed, degasser argon and chlorine flowrate, and launder metal level during the cast.</p> <p>(t) The firm should provide automated dams before the CFF and on the table entry launder.</p> <p>(u) A wall mounted LED display system should be provided to display important casting parameters such as Cast Speed, Water Flowrate, Table Metal Temperature, Launder Metal Height, Cast Length and Pit Water Level.</p> <p>(v) A separate Alarm Display System should be provided along with appropriate horns and beacons to announce any active alarms to the operators.</p>		
16.00	ELECTRICAL SYSTEM:		
16.01	Launder Level Detector: Firm should provide minimum three non-contacted laser type metal level sensor. Two are located at each furnace spout and one after CFF to control the furnace tilting during casting.		
16.02	Limit and Proximity Switches: Suitable limit and proximity switches should be provided for control of door movement.		
16.03	<p>Thermocouples: K Type Duplex Thermocouples minimum 2 Nos for each Furnace roof & One duplex type for Bath temperature measurement per furnace and one no for chimney system should be provided.</p> <p>Bath thermocouple should be an automatic retractable mechanism for measuring the bath temperature with suitable design.</p>		
16.04	<p>Remote Door Operation: Furnace should be equipped with a remotely door operating system that can be operated from push button station controlled at a distance by an operator.</p> <p>In addition, firm should also provide a wireless remote for operation of the door from the charging and skimming machine.</p>		
16.05	Firm should supply separate electrical panels for Power and PLC control. All the panels should be delivered completely assembled and wired internally to		

	numbered terminal strips, ready for connection to the corresponding field devices.		
17.00	<p>PLC: Furnace, Degassing System & Casting machine shall be controlled using PLC of Rockwell (Allen Bradley) or Siemens make (independent PLC for each unit should be supplied). It shall have following features:</p> <p>(a) Digital Inputs and outputs on board or expansion, Number of Inputs and outputs to be decided by the firm as per their design however PLC should be such selected that IO expansion capacity should be upto 256 IOs for future scalability.</p> <p>(b) At least one Ethernet port should be free to connect OFAJ SCADA.</p> <p>(c) Analog input module for thermocouple.</p> <p>(d) Analog output module (0-10V or 4-20mA) for burner controller.</p> <p>(e) PLC should control temperature of the furnace using PID blocks.</p> <p>(f) Set points for each thermocouple will set from HMI, Actual temperature will read from Thermocouple through Analog IO module and appropriate Analog signals will be given to power controller so that minimum temperature variation should be achieved.</p> <p>(g) All necessary control and safety interlocks to be provided.</p> <p>(h) PLC program shall be in Ladder programming with all the flags / bits, Rung / Network shall be given a logical name according to their function.</p> <p>(i) All care shall be taken to handle critical interlocks. All interlock shall be incorporated in program. Program should be simple and easy to troubleshoot.</p> <p>(j) Firm has to give online access to PLC to OFAJ after successful commissioning. It should not be blocked with password of any type.</p>		
18.00	<p>HMI: Furnace, Degassing System & Casting machine shall have an independent HMI for each unit (Human Machine Interface of size minimum display size of 21") of Rockwell (Allen Bradley)/Siemens make for representation of the operations and setting of different parameters of entire plant. It shall have following features:</p> <p>(a) HMI shall have illustration of all operational and process-related equipment in dynamic plant flow diagrams as color graphics screen with display of all required data in analog and/or digital form.</p> <p>(b) It shall display set point and actual Process parameters of furnace.</p> <p>(c) It shall display Set point and actual temperature of all Thermocouples.</p> <p>(d) It shall display Set Point for over temperature.</p> <p>(e) It shall display total heating time of loaded charge.</p> <p>(f) It shall have Recipe function: Recipes for different Alloy product can Created and saved, and to call whenever required.</p> <p>(g) It shall have a password protected screen for temperature calibration for all Thermocouple.</p> <p>(h) It shall display Recipe No., Heat number, Date and Time etc.</p> <p>(i) It shall have Alarm / Message display and diagnostic features along with logging capabilities.</p>		
18.01	<p>Over temperature Protection: All Thermocouple shall be Duplex type, one shall have connected with PLC for control and display while another shall have connected to dedicated temperature controller. Relay contact of Temperature controller shall be connected to PLC for generation of over temperature alarm. It shall be communicable with PLC to read/write Set Point from HMI, Temperature controller shall be of ABB/Eurotherm/Honeywell make only. This is an additional safety feature other than PLC control.</p>		
18.02	<p>The control panel/panels shall be of IP54 or latest protected made up of 14/16 SWG CRCA sheet and powder coated. It shall be mounted near the machine. The panel(s) shall be equipped with all standard switchgear like MCB, MCCB, MPCB, isolators, Indication lamps(LED), panel lighting(LED). All Electrical Panels should be accommodate in a separate adequate capacity AC Panel room with fire alarm system. The construction of electrical panel room made of aluminium panel is under the scope of supplier.</p>		

18.03	Panel should have three Phase Multi-function Energy meter communicable over RS485 with Modbus-RTU Protocol at Main incomer. Energy meter shall be of Schneider/Siemens/Socomec/L&T/Eason Reyrolle make only.		
18.04	All electrical(s) such as starters, fuses, pilot lamps, push buttons overload relays etc. shall be mounted in the panel with proper identification mark. All wiring and each cable terminated in the panel(s) shall have proper identification.		
18.05	Panels should have proper illumination inside. It should be provided with LED lamps for sufficient illumination and power receptacles of 220Volts, 5/15 Amp AC. All adapters/receptacles should have compatibility with Indian equivalents.		
18.06	Panel shall have a Copper strip inside the all panel for Earthing. Two earth terminals shall be provided		
18.07	All Junction boxes for control wiring shall be of powder coated sheet metal with suitable size of terminal. Cable glands shall be PVC.		
18.08	All Junction boxes for Power termination shall be made up of 14/16 SWG CRCA sheet and powder coated.		
18.09	Limit switches and proximity switches to be provided as a hardware limit to avoid any untimely override of the machine stroke.		
18.10	Firm shall supply and erect all cable trays including civil work required for power and control wiring. Cable trays shall be perforated type with cover. All push buttons, Selector switches, proximity switches, emergency switches, indicating lamp located in control/ power panel should be of Siemens/ Schneider/ OMRON/ ABB/ L&T/ Rockwell make only.		
18.11	ELECTRICAL MOTORS: All Electrical motors to be used in the complete plant shall have IE3/latest version energy efficiency ratings & suitable MPCB/VFD protection. Motors Shall be of Siemens/ABB/Bharat Bijlee/Weg/kirloskar/Brooks/sew-Eurodrive make only.		
18.12	Firm should supply control and power cables of Finolex / Polycab/RPG/CCI/Gloster/Universal / Lapp / Havells make only. Power cable to heaters should be heatproof cable Lapp make LAPPTHERM 145 or equivalent of above mention make.		
18.13	All electrical components in the cabinets should be mounted on DIN Rail.		
18.14	All panels should have cable gland entry from downside. PVC glands are to be used for all control & small size power cables and metallic glands for armoured power cables. All panels should have PVC terminals/connectors. Glands and Terminals should be of Lapp / Phoenix / Havells / Hensel /Connectwell make only		
18.15	<p>(a) Power Supply 430V \pm 10%, 50 Hz \pm 3 Hz, 3 Phase AC will be provided by OFAJ to the battery limit. Supplier should install test and commission 3 phase and neutral 430V, 4 wire free standing floor mounted power distribution board, IP54 protected with suitable capacity of MCCB/ACB for incomer for melting holding furnace and casting machine. Supplier shall provide suitable capacity of MCCB separated for each furnace, Degasser, RGI, Launder heaters, ceramic foam filter and casting machine. Components of power distribution board shall be of Siemens, Schneider, ABB, L&T,CG make only.</p> <p>(b) All types of cables, connections, circuit breakers etc. required for connecting power distribution board to different parts of the machine/control cabinets shall be the responsibility of firm.</p> <p>(c) The complete grounding / earthing pit / system for the plant with required material should be done by supplier. There should be separate earthing for Electronics and Electrical System.</p> <p>(d) Firm shall design Power panel such that Each panel shall have isolated from each other.</p> <p>(e) All above panel shall have sufficient space at incomer to terminate 400 sq mm 3½ Core aluminium armoured cables.</p>		
18.16	Essential Tooling & Spares (i) Unpriced Item wise list to be attached in technical bid (ii) Lump sum prices to be quoted in price bid (BoQ) & breakup Item-wise Prices to be mentioned in price bid as attachment. (iii) Cost of all		

	<p>these items will be considered for L-1 selection criterion):</p> <p>A. Firm should supply essential maintenance spares/tools for normal and smooth functioning of the machine (furnace, degassing unit, CFF and Casting Machine) which includes the followings:</p> <ol style="list-style-type: none"> A set of PLC modules containing one module of each type (Input /Output /Analog /Power supply module). One variable frequency drive for blower motor. One thyristor power controller for heater. A set of each type Plummer block and bearing. One no complete set of blower unit and it's shaft assembly along with motor each for heating furnace and cooling chamber. One no. safety temperature controller One set of heating element One set of thermocouples. <p>B. Firm should also provide all other maintenance spares which are deemed essential by them for trouble free running of the complete plant for 2 years except those included in clause No. 18.16 (A). This will be part of basic price of plant and included in L-1 Criteria. Item wise Prices are to be provided separately.</p>		
18.17	<p>Optional: MRLS, Tools & Spares ((i) Lump sum prices to be quoted in price bid(BoQ) & breakup Item-wise Prices to be mentioned in price bid as attachment.(ii) Unpriced Item wise list to be attached in technical bid , this cost will not be considered for L-1 selection criterion):</p> <p>A. Optional tools/spares</p> <ol style="list-style-type: none"> Spares related to the Complete System Special tools related to the Complete System Mould repairing station If any other spare apart from the above list, is essential required for smooth running of plant, shall be supplied by supplier. Optional Tooling: Firm shall quote optional Tooling for each ancillary in the system. Optional Spares: Firm shall quote optional Spares for each ancillary in the system. <p>B. Manufacturer's recommended list of Spares (MRLS): Firm shall provide the list of recommended Spares with pricing for each ancillary in the system.</p>		
18.18	All switchgear, electric contactors, overload , MPCB shall be of Siemens/ Schneider -Telemecanique/ ABB /Allen Bradley-Rockwell make only.		
18.19	Make of bearing to be used shall be of REX/SKF/TIMKEN/MACWELL/HMT /NTN/RHP/FAG/INA only.		
18.20	Make of belts to be used shall be of GATES/HUTCHINSUN/TRANSTEK /PIX/MITSUBISHI/ DUNLOP ONLY.		
18.21	Hydraulic valves, cylinders, actuators shall be of IPH/ Parker/ Rexroth/ SMC/ Shrader / Stasto / Oilgear make only.		
18.22	<p>SUPERVISORY CONTROL AND DATA ACQUISITION SYSTEM (SCADA) - Firm shall supply SCADA which should include following:</p> <p>(a) SCADA shall be of Rockwell make factory talk view/Siemens make wincc 7.5 or latest. It should display actual position of the plant with graphical screen and able to control all furnace and casting machine operation. Able to display furnace parameter, degassing unit parameter, CFF parameter, Casting machine parameter. Able to create recipes for different aluminium alloy product for casting which include recipe number, cast speed, water flow, water temp. casting table metal temperature, launder Metal level, furnace temperature, Degassing metal temperature, CFF metal temp etc. Provision of setting up of temperature set point, cast speed set point , water flow Set Point, water temp, cast length etc. with password protected screen.</p> <p>(b) Alarm / Message display during fault condition and alarm history. It should have alarm diagnostic feature for maintenance.</p>		

	<p>(c) Report in a specific format should include recipe number, heat/cast number, Alloy, Size, time of casting start to end, total cast time, cast speed, water flow, water temp, alarms during operation. Report should also sort using any parameter like date, month, Heat No., cast no. Alloy, Size, Recipe No., by weekly, monthly, yearly basis, and between a date range. It should have historian facility i.e., all the data from the date of commissioning should be retrievable in future.</p> <p>(d) Firm has to provide a suitable work station/ Industrial PC for SCADA. It should consist of Intel i7 processor/latest, 32 GB RAM, 2TB HDD x 2, optical mouse, key board, 50 Inch monitor etc. it should be of IBM / HCL / Dell make only. It should be supplied with Standard software including genuine Microsoft latest operating system or suitable for SCADA, genuine MS Office with perpetual licence, software for SCADA used along with license (Firm should supply latest PC configuration available at the time of supply).</p> <p>(e) Firm has to provide a Desktop PC for Online Monitoring and troubleshooting of complete plant PLC and HMI. It should consist of Intel i7 processor or latest, 32 GB RAM, 2 TB HDD, optical mouse, key board, 22 Inch monitor etc. it should be of IBM / HCL / Dell make only. It should be supplied with Standard software including genuine Microsoft latest operating system, genuine MS Office with perpetual licence, software for PLC, HMI etc. used along with license (Firm should supply latest PC configuration available at the time of supply).</p> <p>(f) Firm has to design Report format during commissioning as per OFAJ requirement.</p> <p>(g) The complete plant should be Industry 4.0 compatible with latest Industry features like AI/IoT enabled systems.</p> <p>(h) Firm must provide a web-based (OFAj LAN) system for real-time monitoring of critical casting and furnace parameters, KPIs for productivity monitoring like OEE, Energy Consumption etc., Sensors data for predictive maintenance with controlled access for the cast house operations team as per Industry 4.0 standard. LAN port will provide within 10mtrs.</p>		
19.00	General Information:		
19.01	Appropriate safety features: Firm should separately indicate features like sign, instruction, Dos and Don'ts chart to be pasted/riveted etc. on the machine.		
19.02	First filling of hydraulic oil, and lubricants, used will be Supplier's responsibility. Each Furnace, Casting machine should have independent hydraulic power pack system including oil tanks, pumps, valves etc. One standby hydraulic pump should be incorporated in each power pack.		
19.03	The drives and moving parts should be protected with steel sheet guards. All the drives and wheel assemblies should be readily accessible for maintenance from outside the machine. All guards and covers should be finished painted with contrasting colour.		
19.04	Along with other civil works firm shall provide an suitable operator cabin with adequate space having at least two nos of 2 Ton capacity Air conditioners. Air conditioned Operator Control room should be designed & located in such a manner that the operations of complete plant is visible to the maximum extent possible to the operator. Further, the size of the control room should be adequate enough to accommodate operating panel, SCADA system, PLC system and CCTV monitoring system. It should also be able to accommodate adequate personnel for operating and maintenance work (approx. 6 personnel). Minimum 10 numbers High Definition minimum 4 MP CCTV Cameras to monitor and record the important operation of the equipment mainly Charging, Both Furnace, RFI, EMS, Launder, Degasser, Casting Machine, Control Room etc. with 15 days' backup data. Camera system Monitor should be of minimum 40 inch size and it should be installed in operator Control Room.		
19.05	All the system/subsystems supplied should be of latest technology.		
19.06	Firm shall provide the casting recipe for each aluminium grade 2xxx, 3xxx, 5xxx,		

	6xxx & 7xxx casting for diameter 800mm, 600mm and 400 mm for sound quality billet casting.		
19.07	During trial OFAJ will provide requisite manpower (Melter) for running the complete plant under the supervision and guidance of manufacturer/supplier representative. However, the responsibility of successful running of the plant and commissioning shall lie with manufacturer/supplier.		
19.08	<p>Consumables: ((i) Unpriced Item wise list to be attached in technical bid (ii) Lump sum prices to be quoted in price bid (BoQ) & breakup Item-wise Prices to be mentioned in price bid as attachment. (iii) Cost of all these items will be considered for L-1 selection criterion):</p> <p>Firm should supply the Minimum 2 years' consumable spares considering 3 cast per day for 25 days in a month, required for regular production of the plant (Furnace, EMS, RFI, Degasser, Launder heaters, CFF, Casting Machine, Mould Table etc) and it will be included in the basic cost of the machine and list of the same to be submitted by bidder along with the bids. The detailed technical specifications of above consumable to be provided in technical documentation before erection & commissioning of plant. This will be part of basic price of plant and included in L-1 Criteria. Item wise Prices are to be provided separately.</p>		
19.09	For any part/sub part, If firm is offering any make/model other than the make/model mentioned in the specifications then firm has to mention in the technical bid for prior approval of the purchaser (OFAJ).		
20.00	Pre-Qualification criterion:		
20.01	<p>(a) Firm should be the manufacturer of minimum 20 MT melting furnace, degassing unit, CFF, casting machine. If firm does not have manufacturing experience of Melting Furnace, degassing unit, CFF, casting machine in that case they may have legal agreement/ tie-up/ article of association with OEM of above units/ machines. However, overall responsibility for supply erection, commissioning, warranty and after sale service will remain with respective OEM. In this regard confirmation from respective OEM is essential.</p> <p>(b) Respective OEM's should have past experience of supplying the units/machines in past 10 years (from Tender Opening Date). For Melting furnace past experience should be of minimum 20 MT per drop, for degassing unit and CFF matching capacity with minimum 20 MT furnace, for casting machine it should be of 800 mm diameter aerospace grade aluminium alloy cast houses for casting of AA2xxx and AA7xxx grade alloys and provide all Standard Operating Procedures to achieve compliance with customer's cast house to AS9100 and aerospace OEM's qualification standards.</p> <p>(c) Supporting documents- Supply order, work completion certificate and performance certificate to be provided along with bids.</p>		
21.00	Pre-dispatch Inspection (PDI): At firms works		
21.01	<p>a) Firm has to forward Draft QAP (only for PDI) for each of Furnaces, Degassing unit, CFF, Casting Machine and associated hydraulic & electrical accessories to purchaser at least 1 months in advance for conducting PDI.</p> <p>b) During PDI (which shall be broadly based, but not limited to QAP parameters) purchaser will inspect the material/components physically, may ask to witness physical testing and will check the certificate/documents to verify that material/components meets Supply Order specifications.</p> <p>c) The supplier shall intimate the date of Foreign PDI calls to the purchaser at least 2 months prior to the scheduled date.</p> <p>d) All such relevant test certificates shall be forwarded by the supplier before PDI for scrutiny and reference for undertaking the PDI by the representative of the purchaser.</p> <p>e) All such tests and inspection certificates should fulfil the QAP requirements so as to enable the purchaser for taking up the PDI at the supplier's premises.</p> <p>f) PDI shall be carried out by the authorised representative of Executive Direc-</p>		

	<p>tor/OFAJ at premises of the supplier/sub-supplier.</p> <p>g) During PDI (which shall be broadly based, but not limited to QAP parameters) purchaser will inspect the assembly/subassembly, material/components physically and will check the certificate/documents to verify the same as per S.O. specifications.</p> <p>h) Executive Director OFAJ may waive PDI of minor items of reputed make, against supplier specific requests for the same along with all relevant documents like test certificate, guarantee certificate, however purchaser reserve the full right to accept or reject without assigning any reason, such request of PDI waiver.</p> <p>i) For Casting Machine: The Supplier shall show the assembly and subassemblies of casting machine's items to the maximum extent possible at OEM's premise. The PDI locations should not be more than 2 places in case of Foreign place. For casting machine, the PDI duration shall be of minimum 10 days. Any additional duration required the same will be as per supplier's recommendation.</p> <p>j) After inspection and acceptance by the PDI team, relevant inspection certificate shall be issued by PDI team and subsequently despatch clearance will be issued by OFAJ Nagpur. Based on despatch clearance certificate consignments shall be dispatched by the supplier to OFAJ Nagpur along with all relevant documents.</p> <p>k) Prior to PDI, firm should provide soft copies of drawings of individual items, bill of material for Furnace, EMS, Launder, Degasser, Heating Arrangement & Refractory for Degasser, CFF, Complete casting system with Table refractory, Casting Table, Platen, Cylinder assembly, hydraulic system etc. as required for plant Operation and Maintenance. The Hard copies of same shall be provided at the time of PDI.</p>		
21.02	Firm should provide complete list of items with quantity and specifications wherever applicable before commencement of PDI, so that PDI can be done accordingly.		
21.03	The items being manufactured by the firm will be physically inspected at firm's premises. The firm will provide necessary documents for the same.		
21.04	The firm will provide manufacturer's test certificates and warranty Certificates and proofs of purchase in case of Major bought out items.		
21.05	The firm will also furnish warranty certificates for in-house manufactured items.		
21.06	Furnace mechanical structure, Furnace door operating system, Hydraulic systems, Control panels and the sub-assemblies etc. should be clearly match-marked and shown to PDI Team. All the electrical, mechanical parts should be shown to PDI Team.		
22.00	Joint Inspection: The supplier should depute technical representative for joint inspection of material within 10 days from the date of receipt of material at OFAJ.		
23.00	Erection And Commissioning		
23.01	<p>(a) Erection and commissioning of entire plant at site including civil works, acceptance test, proving trials, proving of output rates, cycle time etc. to its specified capacity & accuracy on a consistent basis. Ordnance Factory Ambajhari shall provide only material handling equipment upto 15 Ton EOT crane free of cost at the erection site subject to availability.</p> <p>(b) Civil work includes the complete casting plant area including the casting pit foundation, furnace foundation, and trenches. Firm will submit the civil drawings to OFAJ for review and approval. OFAJ must give it's feedback within 30 days and firm must provide the final drawings within 15 days after that.</p> <p>(c) Supplier shall share the general arrangement drawings, load bearing data, trenches layout/drawing and operator's control rooms, electrical panel room, etc. clear in all respect regarding all work.</p> <p>(d) OFAJ will provide the plant shed, columns and footings in the casting plant</p>		

	<p>area with semi-finished Flooring for Civil Foundation & Installation.</p> <p>(e) Supply and installation of all utilities (Electrical, PNG, Water, Hydraulics, Process gases for, Compressed Air) will be in firm's scope.</p> <p>(f) Firm will supply the filled Chlorine Cylinder for first 50 Casting Cycles along with the system. Firm should supply all ancillaries and safety equipment required for feeding and mixing Chlorine to the degasser. Supplier should provide separate storage facility with water shower and water tank for submerging of leakage/damaged chlorine cylinder with safety system as per applicable Government norms. The specification for Chlorine quality should provide by supplier. Chlorine Cylinder Capacity should not be more than 5Kg Each.</p> <p>(g) Firm will carry out the detailed civil work with due intimation to the OFAJ.</p>																						
23.02	<p>(a) Cold Trial: This will include the idle trial of machine like charging door movement, furnace tilting mechanism, casting machine cylinder movements, etc. without charge.</p> <p>(b) Hot Trial: After successful cold trial, firm shall carry out the hot trials to establish the melting & casting parameters as per specifications. OFAJ will provide 40 Ton input material free of cost for each furnace to establish parameters within hot trial. If any extra input material is required for more hot trial batches then cost of the same has to be borne by the firm. For baking of the furnace refractories input fuel will be provided by OFAJ free of cost.</p>																						
24.00	Acceptance Criterion:																						
24.01	After successful hot trials firm will offer entire plant for commissioning trial as per following:																						
24.02	<p>The plant will run for approx. 18 Days with load. During this period following casting shall be done:</p> <table><tr><td>Alloy</td><td>400 mm Billet</td><td>600 mm Billet</td><td>800 mm Billet</td><td>Max. No. of casting days.</td></tr><tr><td>AA 7075</td><td>2 cast</td><td>4 cast</td><td>4 cast</td><td>6 days</td></tr><tr><td>AA 7010</td><td>2 cast</td><td>4 cast</td><td>4 cast</td><td>6 days</td></tr><tr><td>AA 2014</td><td>2 cast</td><td>4 cast</td><td>4 cast</td><td>6 days</td></tr></table>	Alloy	400 mm Billet	600 mm Billet	800 mm Billet	Max. No. of casting days.	AA 7075	2 cast	4 cast	4 cast	6 days	AA 7010	2 cast	4 cast	4 cast	6 days	AA 2014	2 cast	4 cast	4 cast	6 days		
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AA 7010	2 cast	4 cast	4 cast	6 days																			
AA 2014	2 cast	4 cast	4 cast	6 days																			
24.03	<p>a) During commissioning trials, the total permissible breakdown of entire plant including all units should not be more than 5% of tap to tap time. In case of breakdown exceeding this limit then the same commissioning trial shall not be considered and fresh trial shall be initiated.</p> <p>b) Melting Rate (Instantaneous): Minimum 6000 Kg/h.</p> <p>c) Working temperature from Furnace tap hole to the casting machine: 700 - 750°C</p> <p>d) Furnace Skin temperature as per clause no. 05.04.</p> <p>e) Hydrogen content should be as per clause no. 12.05.</p> <p>f) Dross accumulation inside the furnace should not be more than 3 % of each heat in the furnace. Pure Aluminium and Known Solid Scrap will be in 70:30 ratio.</p> <p>g) Surface of the cast logs shall be free of laps, surface tears and bleed outs.</p> <p>h) Cast billet Diameter: Cast Billet diameter as measured in the steady state region of the cast will be +/- 0.5 % of nominal diameter of given cast diameter for alloys AA7075 and AA2014.</p> <p>i) Maximum Head and butt zones:</p> <table><tr><td></td><td>Dia 400 mm Billet</td><td>Dia 600 mm Billet</td><td>Dia 800 mm Billet</td></tr><tr><td>Head Zone (top)</td><td>200 mm</td><td>300 mm</td><td>400 mm</td></tr><tr><td>Butt Zone (bottom)</td><td>240 mm</td><td>360mm</td><td>480mm</td></tr></table>		Dia 400 mm Billet	Dia 600 mm Billet	Dia 800 mm Billet	Head Zone (top)	200 mm	300 mm	400 mm	Butt Zone (bottom)	240 mm	360mm	480mm										
	Dia 400 mm Billet	Dia 600 mm Billet	Dia 800 mm Billet																				
Head Zone (top)	200 mm	300 mm	400 mm																				
Butt Zone (bottom)	240 mm	360mm	480mm																				

- j) Casted billets will be subject to scalping/turning of 10 mm on diameter before checking the Ultrasonic quality and should conform to Ultrasonic inspection standard AMS 2630B / AMS2154, Class A, with or without homogenisation of logs/billets.
- k) The cast product should be free from porosities (hydrogen and shrinkage) and inclusions. Maximum two (2) pores and one (1) inclusion 10 μ are allowed in 10mm x 10mm sample taken after normal discard from top and bottom.
- l) Cast Billets to be free of cracks and columnar grain.
- m) No crack in the casted billet is permissible during casting or after homogenising.
- n) Maximum permissible Grain Size:

	Dia 400 mm Billet	Dia 600 mm Billet	Dia 800 mm Billet
For AA2014	Max 180 μ	Max 200 μ	Max 230 μ
For AA7075	Max 250 μ	Max 300 μ	Max 370 μ

PART-III Standard Conditions of Contract

Clause No	Clause Description	Description	Bidder's compliance (Yes/No)	In case of Non-Compliance, Deviation to be indicated
0.00	Applicability	The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Tender Enquiry mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.		
1.0	Law	The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.		
2.00	Effective Date of the Contract	The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The delivery of the goods and performance of the services shall commence from the effective date of the contract.		
2.01	Commencement Date	In case of imported items, the delivery obligations of the supplier shall start with reference to the Commencement Date (instead of the effective date), which will be the date on which the latest of the below mentioned events has occurred. i. Submission of export licence from foreign government by the supplier. ii. Submission of Performance Bank Guarantee by the supplier. iii. Other event(s) as mutually decided.		
2.02	Non-occurrence of the Commencement Date	If the Commencement Date has not occurred, within six (6) months from the date of signature (or within such other period as may be agreed between the Parties), the purchaser may terminate the Contract by written communication to the supplier.		
3.00	ARBITRATION	All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration will be applicable, depending on the type of Seller, as given below.		
3.01	ARBITRATION -FOR INDIAN SUPPLIERS (OTHER THAN PUBLIC ENTERPRISES / GOVT. DEPARTMENTS)	(a) All the disputes and differences arising out of or in any way touching or concerning this agreement (except those for which specific provision has been made therein) shall be referred to Sole Arbitrator to be appointed by Director General Ordnance Factories, Government of India. The Arbitrator so appointed shall be a Government servant who had not dealt with the matters to which this agreement relates and in course of his duties had not expressed views on all or any of the matter in disputes or differences. for the time being or a Govt. Servant appointed by him the appointee shall not be Govt. Servant who had dealt with the matters to which this agreement relates and		

		<p>that in the course of his duties as Govt. Servant he had not expressed views on all or any of the matter in dispute or difference. The Award of the Sole Arbitrator shall be final and binding on the parties.</p> <p>(b) The Arbitration shall be as per Arbitration Act 1996 or any statutory modification thereof.</p> <p>(c) The venue of Arbitration shall be NAGPUR (MAHARASHTRA), INDIA</p>		
3.02	ARBITRATION -FOR PUBLIC ENTERPRISES / GOVT. DEPARTMENT S	<p>In the event of any dispute or difference relating to the interpretation and application of the provisions of this contract, such dispute or difference shall be referred by either party for Arbitration to the Permanent Arbitration Machinery set up in the Department of Public Enterprises i.e. to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Govt. of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the disputes to the disputes, provided however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/ Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator. (Ref- Min. of HI & PE OM No. 1(24)/ 2005-DPE (PMA) dt. 22/01/2004)</p>		
3.03	ARBITRATION (for FOB Suppliers):-	All disputes of differences arising out of or in connection with the present Contract, including the cases connected with the validity of the present Contract or any part thereof, shall be settled by bilateral discussions.		
3.03.1		Any dispute, disagreement or any question arising out of or relating to the Contract or relating to the construction or performances (except as to any matters the decision or determination whereof is provided for by these conditions) which cannot be settled amicably shall within 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 still exists will be referred to the Arbitration Tribunal consisting of three Arbitrators.		
3.03.2		Within 60 (Sixty) days of the receipt of the notice, one Arbitrator shall be nominated in writing by the SELLER and one Arbitrator shall be nominated in writing by the BUYER.		
3.03.3		The third Arbitrator, who shall not be citizen or domicile of the country of either of the parties or of any other country unacceptable to any of the parties, shall be nominated by mutual consent of the parties within 90 (Ninety) days of the receipt of the notice mentioned above failing which the third Arbitrator may be nominated under the provisions of UNCITRAL by the President of the International Chamber of Commerce at the request of either party but the said nomination would be after consultation with both the parties and shall preclude any citizen or domicile of		

		any country as mentioned above from being so nominated. The Arbitrator nominated under this clause shall not be regarded nor would act as Umpire		
3.03.4		The Arbitration Tribunal shall have its seat in New Delhi or such other place in India as may be mutually agreed to between the parties		
3.03.5		The Arbitration proceedings shall be conducted in India in English language under the Indian Arbitration and Conciliation Act, 1996 (or any statutory modification thereof) and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only.		
3.03.6		The decision of the majority of the Arbitrators shall be final and binding on the parties to this contract.		
3.03.7		Each party shall bear its own cost of preparing and presenting its case. The cost of Arbitration including the fees and expenses of the third Arbitrator shall be shared equally by the SELLER and the BUYER, unless otherwise awarded by the Arbitration Tribunal.		
3.03.8		The event of a vacancy caused in the office of any of the Arbitrators, the party which nominated such Arbitrator shall be entitled to nominate another in his place and the Arbitration proceedings shall continue from the stage they were left by the retiring Arbitrator.		
3.03.9		In the event of one of the parties failing to nominate it's Arbitrator within 60 (Sixty) days as above or if any of the parties does not nominate another Arbitrator within 60 (Sixty) days of the place of Arbitrator falling vacant, then the other party shall be entitled after due notice of at least 30 (Thirty) days to request the President of the International Chamber of Commerce to nominate another Arbitrator as above.		
3.03.10		If the office of the third Arbitrator falls vacant, his substitute shall be nominated according to the provisions herein above stipulated.		
3.03.11		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.		
3.03.12		Note - The provisions with regard to appointment of an Arbitrator by the International Chamber of Commerce, Paris shall only be resorted to in cases of International Commercial Arbitration. Similarly, the UNCITRAL provisions will only apply with regard to appointment of Arbitrator and fixation of fees of the Arbitrator. The procedure to be adopted during arbitration will be as provided in the Indian Arbitration & Conciliation Act, 1996.		
4.00	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		

		<p>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.</p>		
5.00	Agents / Agency Commission	<p>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 one-year LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.</p>		
6.00	Access to Books of Accounts	<p>In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.</p>		

7.00	Non-disclosure of Contract documents	Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.		
8.00	Pre-Contract Integrity Pact Clause	An "Integrity Pact" would be signed between the Buyer and the Bidder for purchases exceeding Rs. 50 Lakhs with Integrity Pact Bank Guarantee (IPBG) as follows. An "Integrity Pact" would be signed between the Buyer and the Bidder for purchases exceeding Rs. 50 lakhs. This is a binding agreement between the Buyer and Bidders for specific contracts in which the Buyer promises that it will not accept bribes during the procurement process and Bidders promise that they will not offer bribes. Under this Pact, the Bidders for specific services or contracts agree with the Buyer to carry out the procurement in a specified manner. The Pre-Integrity Pact will be as per Format enclosed as per APPENDIX-A .		
9.00	Liquidated Damages (LD)	Liquidated Damages (LD): (a) In the event of seller's failure to have the plant / machines or any part/instalment thereof delivered by the date/dates specified in the contract, the buyer may at his discretion withhold any payment until the whole of the plant / machines have been supplied and the buyer may also deduct from the seller as agreed, Liquidated Damages and not by way of penalty, the sum of 0.5% of the contract price of the delayed supplies for each week or part of a week for which the delay has occurred, subject to maximum of 5% of the value of delayed supplies. (b) For delay in completion of any works or services attributable to the supplier, which leads to delay in commissioning and final acceptance of the plant / machines, LD will be imposed @ 0.5% of the full contract price of the plant / machines for each and very week and part of a week of delay in commissioning and final acceptance, subject to maximum of 5% of the full contract price. This LD will be in addition to the LD against delay in delivery of supplies. (c) The sum of LD for, (a and b) i.e. for delays in supplies as well as works & services, will be subject to overall ceiling of 10% of full contract price excluding taxes & duties. (d) Liquidated Damages are to be calculated on the basic cost (excluding taxes & duties) . e) LD shall be levied for the period for which the supplier was responsible for the delay in delivery/execution i.e. LD shall be waived if the reasons for delay are not attributable to the supplier		
10.00	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 Seller has failed to perform a substantial obligation under the Contract after having been served a notice of failure and make good by Purchaser within a reasonable period, or the delivery of the material is delayed for causes not attributable to Force Majeure for more than six months after the scheduled date of delivery. (b) The Seller is declared bankrupt or becomes insolvent. (c) The delivery of material is delayed due to causes of Force Majeure by more than six months, provided Force Majeure clause is included in contract. (d) The Buyer has noticed that the Seller has given or offered to give, directly or indirectly, to any person any bribe, gift, gratuity, commission or other thing of value as an inducement or reward for		

		doing or forbearing to do any action in relation to this Contract, e.g. if the Seller has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such agent. (e) As per decision of the Arbitration Tribunal.		
11.00	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 mail/airmail/email, addressed to the last known address of the party to whom it is sent.		
12.00	Transfer and Sub-letting	The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.		
13.00	Patents and other Industrial Property Rights	The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.		
14.00	Custom Duty: -	Not applicable for FOR OFAJ Supply Order:		
15.01	Taxes and Duties/ Foreign Bidders	In respect of Foreign Bidders: All taxes, duties, levies and charges which are to be paid for the delivery of goods, including advance samples, shall be paid by the parties under the present contract in their respective countries.		
15.02	Taxes and Duties/ Indigenous bidders:	If Bidder desires to ask for GST, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.		
15.02.01		If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are bidder and final and no claim on account of such duty/tax will be entertained after the opening of tenders.		
15.02.02		If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is bidder and final, he shall clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily		
15.02.03		If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he shall clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it shall be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such		

		duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.		
15.02.04		Any change in any duty/tax upward/downward as a result of any statutory variation in GST taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller		
15.02.05		GST: Where the GST is payable on ad-valorem basis, the Bidder shall submit along with the tender, the relevant form and the Manufacturer's price list showing the actual assessable value of the stores as approved by the concerned authorities.		
15.02.06		Bidders shall note that in case any refund of GST is granted to them by concerned authorities in respect of Stores supplied under the contract, they will pass on the credit to the Buyer immediately along with a certificate that the credit so passed on relates to the GST, originally paid for the stores supplied under the contract. In case of their failure to do so, within 10 days of the issue of the GST refund orders to them by the concerned Authorities the Buyer would be empowered to deduct a sum equivalent to the amount refunded by the concerned Authorities without any further reference to them from any of their outstanding bills against the contract or any other pending Government Contract and that no disputes on this account would be raised by them.		
15.02.07		The Seller is also required to furnish to the Paying Authority the following certificates: Certificate with each bill to the effect that no refund has been obtained in respect of the reimbursement of GST made to the Seller during three months immediately preceding the date of the claim covered by the relevant bill. (b) Certificate as to whether refunds have been obtained or applied for by them or not in the preceding financial year after the annual Audit of their accounts also indicating details of such refunds/applications, if any. (c) A certificate along with the final payment bills of the Seller to the effect whether or not they have any pending appeal/protest for refund or partial refund of GST already reimbursed to the Seller by the Government pending with the concerned authorities and if so, the nature, the amount involved, and the position of such appeals. (d) An undertaking to the effect that in case it is detected by the Government that any refund from concerned Authority was obtained by the Seller after obtaining reimbursement from the Paying Authority, and if the same is not immediately refunded by the Seller to the Paying Authority giving details and particulars of the transactions, Paying Authority will have full authority to recover such amounts from the Seller's outstanding bills against that particular contract or any other pending Government contracts and that no dispute on		

		this account would be raised by the Seller.		
15.02.08		Unless otherwise specifically agreed to in terms of the contract, the Buyer shall not be liable for any claim on account of fresh imposition and/or increase of GST on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.		
15.02.09		If it is desired by the Bidder to ask for GST to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of GST and no liability of GST will be developed upon the Buyer.		
		On the Bids quoting GST extra, the rate and the nature of GST applicable at the time of supply shall be shown separately. GST will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to GST and the same is payable as per the terms of the contract.		
15.02.10	Local taxes :	Local taxes : Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorized officer. Seller shall ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty, Terminal Tax or other local taxes and duties. Wherever required, they shall obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.		
15.02.11		In case where the Municipality or other local body insists upon payment of these duties or taxes the same shall be paid by the Seller to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment shall be forwarded to the Buyer without delay together with a copy of the relevant act or bylaws/notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules		
16.01	ERV clause:	Exchange rate variation shall be admissible to all offers received from Indian manufacturers for supply of P&M having import content, if a) The delivery period is more than one year and, b) The rate of exchange variation is beyond the band of $\pm 2.5\%$		
16.02		<p>The import components and various currencies (of the import origin) for ERV purpose shall be declared at the time of submission of bid itself in the price-bid in following format –</p> <p>Currency Total cost of imported material (in FE) Time schedule* within which materials will be imported from placement of SO (in months)</p> <p>* ERV shall be admissible up to this schedule from the date of SO. In case the bidder does not provide the schedule, it shall be admissible up to the midpoint of the DP.</p>		

		<p>To convert foreign currency into Indian Rupee, the RBI/SBITT selling rate for foreign currency prevailing on date of submission of techno-commercial bids will be considered. The ERV reckoning date will be the last date of submission of techno-commercial bids.</p> <p>For computation of ERV, the exchange rate as prevalent on the date of import by the manufacturer or the date as per schedule above whichever is lower shall be considered.</p> <p>The bidder shall submit following documents in support of claim on account of ERV along with the bill - a) Copies of import orders and relevant invoice b) A bill of ERV claims enclosing worksheet c) Banker's certificate/debit advice for foreign exchange paid.</p>		
17.00	Amendments	<p>Amendments: No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.</p>		

PART IV - Special Conditions of Contract

Clause No.	Clause Description	Description	Bidder's compliance (Yes/No)	In case of Non-Compliance, Deviation to be indicated
0.00	Applicability	The Bidder is required to give confirmation of their acceptance of the these special Conditions mentioned below which will automatically become part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.		
1.00	Performance Security / Security Deposit:	Successful bidder will be required to submit performance security within 30 days of effective date contract for due performance of contract. The amount of performance security will be 5% of full contract value in bid-currency of sole bidder , OR bid currency of Principal bidder in case consortium bid. Performance Security will be forfeited and en-cashed by the Buyer in the event of breach of contract by the Seller. PSD may be submitted in the form of Account Payee Demand Draft (DD), Fixed Deposit Receipt (FDR), Banker's Cheque or Bank Guarantee (BG) in specified format safeguarding the purchaser's interest in all respects. Because of limited validity period of demand draft and banker's cheque, they shall be deposited in the Govt. fund and the same amount will be refunded to bidders, as applicable. In case of procurement cases valuing more than Rs.100 Cr, the PSD will be submitted in addition to already submitted EMD in form of IPBG .		
1.02		The PSD should be in the name of YANTRA INDIA LIMITED ORDNANCE FACTORY, AMBAJHARI.		
1.03		The PSD should be valid up to TWO MONTHS beyond the expiry of warranty period.		
1.04		Indigenous suppliers: The performance security will be in the form of demand draft or fixed deposit receipt or bank guarantee on non-judicial stamp paper in the specified format. The Performance Bank Guarantee (also called Performance Bond) shall be submitted from a public sector bank/Private sector banks authorized to conduct government business.		
1.05		Foreign suppliers: The Seller will be required to furnish a Performance Security by way of a Bank Guarantee from Seller's Bank through an internationally recognised first class Bank in favour of the Executive Director, to be confirmed by an Indian public sector bank. Performance Bank Guarantee shall be valid up to TWO MONTHS beyond the expiry of warranty period. The Performance Bank Guarantee shall be considered open upon receipt by the Buyer's Bank.		
1.06		Failure to submit SECURITY DEPOSIT may entail cancellation of contract and EMD of such firm WILL be forfeited. REGISTERINHG AGENCY/CPPP WILL ALSO BE INFORMED FOR APPROPRIATE ACTION.		

1.07		Security Deposit will be forfeited and credited to the Govt. in the event of breach of contract.		
1.08		In case any claims or any other contract obligations are outstanding, the Seller will extend the Performance Bank Guarantee as asked for by the Buyer till such time as the Seller settles all claims and completes all contract obligations. The Performance Bank Guarantee will be subject to encashment by the Buyer, in case the conditions regarding adherence to delivery schedule, settlement of claims and other provisions of the contract are not fulfilled by the Seller.		
2.00		Special concession for Autonomous Bodies: For Autonomous Institutions under the administrative control of Central Government (e.g. CMTI, Bengaluru), indemnity bond may be accepted in lieu of bank guarantee i.e. Advance Bank Guarantee (ABG), Performance Bank Guarantee (PBG) or Warranty Bond. (Ref: OFB letter No 502/P/EP/Policy Dtd. 29/01/2013.) Format of indemnity bond is enclosed along with this Tender Enquiry.		
3.00	Payment Terms (F.O.R) supply	Payment will be made through DBT into sellers account, through ECS/NEFT/ RTGS mechanism.		
3.01		80% value of (i) Material supplies plus 100% Taxes, Duties if any, less LD due to delayed supply, if any,(ii) training charges at firm's premises(if any) , will be paid after acceptance in Pre-dispatch inspection of machine at Firm's works and on receipt of machine in safe condition at Purchaser's end against submission of PSD/PBG mounting to 5% valid till 14 months expected commissioning date. Freight charges will be payable on actual against documentary evidence but not exceeding as quoted by the firm and accepted by purchaser.		
3.02		Balance 20% value of: (i) material supplies (ii) training charges at firm's premises (if any), plus 100% charges of (i)Erection & Commissioning (E&C) (ii) civil works (iii) training charges at buyer's premises, shall be paid after commissioning and final acceptance of machine at purchaser's end, against submission of PSD/PBG amounting to 5% of contract value and valid till TWO MONTHS after warranty period.		
3.03	Payment Terms (F.O.B) supply	Payment will be made through irrevocable Letter of Credit only for 100% value of the order established on a scheduled bank in India. In case of payment through confirmed LC, the charges of confirmation will be borne by the contractor. Purchaser will establish LC only three months prior to the actual date of delivery/ shipment. In case contractor insists on establishment of LC immediately after conclusion of contract/ placement of order irrespective of delivery/ shipment schedule, LC will be established by the purchaser immediately after conclusion of contract for a period of three months with a provision in LC that cost of further extension of validity of LC will be borne by the beneficiary and the issuing bank will be advised accordingly while amending the LC.		
3.04		If any extension of the Letter of Credit (LC) is required due to the fault of the supplier, the supplier will have to pay for such extension.		
3.05		80% payment for supply and services including training charges(if any) at firm's premises, less LD due to delayed supply, if any, will be paid after acceptance in Pre		

		Despatch Inspection (PDI) of machine at Firm's works against dispatch documents i.e. bill of lading / airway bill, acceptance certificate by PDI team, etc. against submission of PSD/PBG amounting to 5% valid till 14 months expected commissioning date.								
3.06		Balance 20% value of: (i) Material supplies(ii) training charges at firm's premises(if any), plus 100% charges of (i)Erection & Commissioning (E&C) (ii) civil works (iii) training charges at buyer's premises, shall be paid after commissioning and final acceptance of machine at purchaser's end, and against submission of PSD/PBG amounting to 5% of contract value and valid till TWO MONTHS after warranty period.								
3.07	Statutory deduction from payment	Deduction of Income Tax, Service Tax, etc. at Source from Payments to Suppliers This will be done as per the existing law in force during the currency of the contract								
3.08	Refund from Supplier (from yil pm 2025)	In case, the supplier(s), after claiming and receiving reimbursements for GST, custom duty etc. from the purchaser, applies to the concerned authorities for refunds, on genuine grounds, of certain portions of such duties and taxes paid by it and receives the allowable refunds. Such refunds contain the purchaser's share also (out of the payments already made by the purchaser to that supplier). The supplier shall pass on buyer's share from such refunds received.								
4.00	Advance Payments	If required by bidder, advance payment to be made for cases with estimate value more than 5 crore maximum up to 30% (of total contract value), against an unconditional Bank Guarantee called Advance Bank Guarantee (ABG)for 110% of advance amount (format attached). The percentage of advance payment will be based on the DP of the contract..								
4.01		Accordingly, the following advance payment can be allowed in the current TE/ contract: <table><tr><td>Sl. No</td><td>Advance Payment</td><td>Adv. BG</td></tr><tr><td>01</td><td>15% of total contract value (max)</td><td>110 % of advance amount.</td></tr></table>	Sl. No	Advance Payment	Adv. BG	01	15% of total contract value (max)	110 % of advance amount.		
Sl. No	Advance Payment	Adv. BG								
01	15% of total contract value (max)	110 % of advance amount.								
4.02		This advance payment will be adjusted at the time of payment after successful joint receipt inspection.								
4.03		Any advance made to suppliers will be interest free within original delivery period of the contract, but shall carry interest beyond this period if delay is due to the contractor.								
4.04		Also in case of Seller fails to perform a substantial obligation under the Contract, buyer reserved the rights to recover the said amount already paid by the Buyer, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India (or Base Rate of State Bank of India in the absence of Prime Lending Rate), while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR.								
4.05		If the recovery amount is more than the Bank Guaranty submitted for advance payment then, balance amount will be recovered from the pending bill of other supply orders.								
5.00	Stage payments	Not Applicable								
6.01	Documents for releasing Payment	The payment of bills will be made on submission of the following documents by the Seller to the Purchaser along with the bill: i. Ink-signed copy of Commercial invoice / Seller's bill ii. Acceptance certificate in Pre-Despatch Inspection. iii. Claim for statutory and other levies to be								

		<p>supported with requisite documents / proof of payment such as Excise duty challan, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable. iv. Exemption certificate for Excise duty, if applicable. v. Warranty Bond (Performance Bank guarantee). vi. Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract). vii. Any other document / certificate that may be provided for in the Supply Order / Contract/TE/ or to meet the statutory requirements .viii. Provisional certificate of receipt by Purchaser.</p> <p>a. Indian Sellers: The payment of 80% bills will be made on submission of the following documents by the Seller to the Purchaser along with the bill:</p> <p>i. Ink-signed copy of Commercial invoice / Seller's bill. ii. Acceptance certificate in Pre-Despatch Inspection iii. JRI report after receipt of P&M. iv. Claim for statutory and other levies to be supported with requisite documents / proof of payment such GST challan, . (iv)PSD/PBG amounting to 5% valid till 14 months expected commissioning date.</p> <p>v. Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract). vi. Any other document / certificate that may be provided for in the Supply Order / Contract. vii. Provisional certificate of receipt by Purchaser. In addition to the existing entries, the bidder shall submit following documents in support of claim on account of ERV along with the bill – a) Copies of import orders and relevant invoice b) A bill of ERV claims enclosing worksheet c) Banker's certificate/debit advice for foreign exchange paid.</p> <p>Balance 20 % Final payment shall be made against the successful commissioning & final acceptance certificate and submission of PSD/PBG amounting to 5% of contract value and valid till TWO MONTHS after warranty period.</p>		
6.02		<p>Foreign Sellers: The payment of 80% bills will be made on submission of the following documents by the Seller to the Purchaser along with the bill:</p> <p>Paid shipping documents are to be provided to the Bank by the Seller as proof of despatch of goods as per contractual terms so that the Seller gets payment from LC. The Bank will forward these documents to the Buyer for getting the goods/stores released from the Port/Airport. Documents will include:</p> <p>i. Clean on Board Airway Bill/Bill of Lading ii. Original Invoice iii. Packing List iv. Certificate of Origin from Seller or Seller's Chamber of Commerce. v. Certificate of Quality and current manufacture from OEM. vi. Insurance policy of 110% if CIF / CIP contract. vii. Certificate of Conformity & Acceptance at PDI/PDI waiver certificate from purchaser, if any.</p>		

		<p>viii. PSD/PBG amounting to 5% valid till 14 months expected commissioning date.</p> <p>ix. Any other document / certificate that may be provided for in the Supply Order / Contract.</p> <p>Balance 20 % Final payment shall be made against the successful commissioning & final acceptance certificate submission of PSD/PBG amounting to 5% of contract value and valid till TWO MONTHS after warranty period.</p>		
7.00	Risk Purchase clause	<p>(a). Should the stores or any instalment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any instalment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.</p> <p>(b). Should the stores or any instalment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.</p> <p>(c). In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-</p> <ol style="list-style-type: none"> Such default. In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under. <p>(d). Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER.</p>		
8.00	Force Majeure clause:	<p>Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non- performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties' control that have arisen after the conclusion of the present contract. h. 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. i. 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. j. 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. k. If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six)</p>		

		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.		
9.00	Delivery Period	Time is the essence of the contract. The bidder shall quote his best and earliest delivery so that machine is available at site at the earliest. The time schedule for the delivery of the plant and equipment, civil works, engineering erection and putting into commission as specified in technical specification shall be indicated suitably in the tender. m. Bidder will submit a BAR CHART, showing detailed activities for execution of the order and their time schedule, for consideration of the purchaser. The bidder will be responsible for co-ordinated delivery and erection of the complete plant, equipment and materials both from outside India and from indigenous sources and he shall ensure deliveries in the sequence in which they will be required for erection at site. n. Delivery quoted shall be guaranteed. The Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.		
9.01		Firm to quote delivery period for supply of Tendered Machine/Plant as per scope of TE & Technical Specification.		
9.02		Firm to quote Commissioning Period for final commissioning of the Tendered Machine/Plant as per scope of TE & Technical Specification including installation, erection period, civil work and all the related work required for complete commissioning of the Machine/plant.		
10.00	Denial Clause (DC):	In case of delay in delivery/services on account of default by the seller, the buyer shall protect himself against extra expenditure during the extended period (Over and above levying of liquidated damages). Any increase in statutory duties and/or upward rise in prices due to the PVC clause and/or any adverse fluctuation in foreign exchange are to be borne by the seller during the extended delivery period, while the purchaser reserves his right to get any benefit of a downward revisions in statutory duties, PVC and foreign exchange rate. Thus, PVC, other variations and foreign exchange clauses operate only during the original delivery period.		
11.00	Terms for Delivery	The applicable rules & regulations for transportation of goods will be as per the contemporary version of International Commercial Terms (INCOTERMS) evolved by International Chamber of Commerce, Paris. Delivery Date is defined by the delivery terms as given below:		
		a By Post Parcel	The date of postal receipt.	
		b Dispatch by Air	The date of Air-way Bill.	
		c FOB Port of Shipment	The date on which the Seller delivers the goods on vessel's board at the specified port of shipment. This date is reflected in Bill of Lading.	
		d FCA Port of shipment	The date on which the Seller delivers the goods to the buyer-designated carrier at the named place.	

		e	DAP Destination / OFAJ	The date on which the delivery is made at the destination mentioned in the contract.		
		f	Delivery at Site / OFAJ	The date on which the delivery is made at the site / OFAJ mentioned in the contract.		
12.00	Export License	The Bidders are to confirm that they have requisite export license from their Government to export the specified goods to India or shall be able to obtain the same within reasonable time (say three months). (Applicable to Foreign Suppliers only) If, "EXPORT LICENSE" is not required, the Foreign Firm should give "UNDERTAKING" regarding non-requirement of the same. "LETTER OF CREDIT (L.C.)" will be opened only after receipt either of the abovementioned documents.				
12.01		Tenderer should also confirm in their offer that Export License, if required, would be arranged by the Tenderer.				
13.00	Consignee details	a. Indigenous item: THE EXECUTIVE DIRECTOR, Ordnance Factory Ambajhari, Nagpur(MAHARASTRA)) , India-440021 b. Imported item: i. Port Consignee: “ NHAVA SHEVA (Jawaharlal Nehru Port, Mumbai, India)” ii. Ultimate consignee: THE EXECUTIVE DIRECTOR Ordnance Factory Ambajhari, Nagpur (MAHARASTRA)) , India-440021.				
14.01	Transportation & Unloading (FOR SUPPLIERS)	The stores shall be delivered F.O.R basis, DAP, Ordnance Factory Ambajhari, Nagpur. Transportation and Unloading at OFAJ: Transportation of machines/materials will be the responsibility of the supplier. For the material under the scope of this supply order, the Purchaser shall provide material handling equipment maximum up to 10 Ton Capacity. Any requirement of material handling beyond 10 Ton capacity during Unloading of machines/ material at OFAJ and during Erection & Commissioning of machines will be the responsibility of the supplier.				
14.02	Inland Transit Insurance(FOR suppliers)	In case of FOR Basis supply Orders: In case of FOR Basis supply Orders, the transit insurance if any shall be borne by the Supplier firm and purchaser(OFAJ) will not pay any transit insurance charges separately.				
14.03 (A)	Transportation Foreign firms: CIF/CIP BASIS SUPPLIERS	Foreign firms: CIF/CIP BASIS: The stores shall be delivered CIF/CIP “NHAVA SHEVA (Jawaharlal Nehru Port, Mumbai, India)” (Port of destination) (INCOTERMS 2010, or latest version). Seller will bear the costs and freight necessary to bring the goods to the port of destination. The Seller also has to procure marine insurance against the Buyer's risk of loss of or damage to goods during the carriage. The Seller will contract for insurance and pay the insurance premium. Seller is also required to clear the goods for export. The date of issue of the Bill of Lading shall be considered as the date of delivery. No part shipment of goods would be permitted. Trans-shipment of goods would not be permitted. In case it becomes inevitable to do so, the Seller shall not arrange part-shipments and/or transshipment without the express/prior written consent of the Buyer. The goods should be shipped by Indian vessels only (or, if not available, by vessels belonging to the conference lines in which India is a member country). However, the Seller can still utilize the services of the Govt of India Freight Forwarding Agent details for which will be provided by the Buyer. Seller will				

		<p>be required to communicate the following information invariably by telex/fax /signed to Port Consignee well in advance before the Ship sails the port of loading:</p> <p>i. Name of the Ship</p> <p>ii. Port of Loading and name of Country.</p> <p>iii. ETA at port of Discharge.</p> <p>iv. Number of Packages and weight.</p> <p>v. Nomenclature and details of major equipment.</p> <p>vi. Special instructions, if any stores of sensitive nature requiring special attention.</p>		
14.03 (B)	Transportation (FOB SUPPLIERS)	<p>FOB: The stores shall be delivered FOB (INCOTERMS 2020, or latest version). The stores shall be delivered to the Buyer by Indian Ships only. Shipping arrangements shall be made by the Chartering Wing, Ministry of Shipping. Notice about the readiness of Cargo for shipment shall be given by the supplier from time to time at least 6 (six) weeks in advance for finalizing the shipping arrangement, through Fax/Telex and courier, to the Chief Controller of Chartering (the head of Chartering Wing). Within 3 (three) weeks of receipt of the advance notice, as above, the said Chief Controller of Chartering / Shipping Coordination Officer will advise the supplier, through Fax/Telex and courier when and on board what vessels, these goods or such part thereof are to be delivered. If the advice for shipping arrangement is not furnished to the Seller within 3 (three) weeks as aforesaid or if the vessel arranged is scheduled to arrive at the specified port of loading later than 15 (fifteen) days of the date of readiness of cargo, as aforesaid, the Seller may arrange for such transport on alternative carriers with the prior written consent of the Buyer. Where the Seller is required under the contract to deliver the goods on FOB basis and to arrange on behalf and at the expense of the Buyer for ocean transportation on Indian flag vessels or vessels of conference lines in which India is a member country, the Seller may arrange for such transportation on alternate carriers if the specified Indian flag vessels or conference vessels are not available to transport the goods within the time period(s) specified in the contract, with the prior written consent of the Buyer. Shall the goods or any part thereof be not delivered on the nominated vessel (except in case where prior written consent of the Buyer was obtained), the Seller will be liable for all payments and expenses that the Buyer may incur or be put to, by reason of such non-delivery including dead and extra freight, demurrage of vessels and any other charges, whatsoever incurred by the Buyer. The date of issue of the Bill of Lading shall be considered as the date of delivery. No part shipment of goods would be permitted. Trans-shipment of goods would not be permitted. In case it becomes inevitable to do so, the Seller shall not arrange part shipments and/or trans-shipment without the express/prior written consent of the Buyer. The contact details of Chief Controller of Chartering are: Ministry of Shipping, Chartering Wing, Transport Bhavan, Parliament Street, New Delhi 110011 (Telegraphic Address: TRANSHART, NEW DELHI-1, Telex "VAHAN" In 31-61157 OR 31-61158, Phone +91 11 2371 9480, Fax +91 11 2371 8614).</p>		
14.04	Inland Transit Insurance(FOB suppliers):	<p>In case of FOB Basis supply Orders: In case of FOB Basis supply Orders, the transit insurance if any, will be done by purchaser.</p>		

14.05		Air lift: The following Airlift clause will form part of the contract placed on successful Bidder – Shall the Buyer intend to airlift all or some of the stores, the Seller shall pack the stores accordingly on receipt of intimation to that effect from the Buyer. Such deliveries will be agreed upon well in advance and paid for as may be mutually agreed.		
15.00	Packing	a) The Contractor shall provide packing and preservation of the equipment and spares/goods contracted so as to ensure their safety against damage in the conditions of land, sea and air transportation, trans-shipment (if inevitable), storage and weather hazards during transportation, subject to proper cargo handling. The Seller shall ensure that the stores are packed in containers, which are made sufficiently strong, and with seasoned wood. The packing cases shall have hooks for lifting by crane/fork lift truck. Tags with proper marking shall be fastened to the special equipment, which cannot be packed. b. The Contractor must ensure that sturdy packing is used to withstand rough handling during transit by rail/road. In case the contractor fails to meet the qualitative requirements for packing, he must make good all losses arising out of his failure to meet contractual obligations. The contractor will be responsible for internal damages if any, when outwardly there is no damage to the package. c. For imported machines, the packing must be such that it is able to withstand the vagaries of weather, shipping and roughness of handling by port labour, cranes and fork-lifts. The consignments as far as possible must be shipped in containers (FCL/LCL). d. One copy of the packing list/ invoice in English and pre-despatch inspection certificate shall be inserted in each cargo package, and the full set of the packing lists shall be placed in Case No.1 painted in a yellow colour.		
16.00	Marking	(a). Indigenous Supplies: The following markings on two opposite faces and top side should be stencilled in legible ink on the packing cases containing the consignments at the time of dispatch: i. Contract No & Date: ii. Name of the consignee: iii. Full address of consignee: iv. Total No of packages &Sl No of package: v. Up right arrow. vi. Gross weight: vii. Special marking for case. viii. Brief nomenclature of equipment: ix. Slings position. (b). Imported Supplies: The Seller shall mark each package with indelible paint in the English language as follows:- i. EXPORT ii. Contract No & Date: iii. Consignee: iv. Port / airport of destination: v. Ultimate consignee: vi. SELLER: vii. Total No of packages &Sl No of package: viii. Gross/net weight: ix. Overall dimensions/volume: x. Up right arrow. xi. Special marking for case. xii. Brief nomenclature of equipment: xiii. Slings position (c). If necessary, each package shall be marked with warning inscriptions: , “Do not turn over”, category of		

		cargo, etc.		
17.00	Pre-Despatch Inspection	<p>The following Pre-Despatch Inspection clause will form part of the contract placed on successful. The Buyer's representatives will carry out Pre-Despatch Inspection (PDI) of the machines/equipment in order to check their compliance with specifications in accordance with its usual standard procedures. Upon successful completion of such PDI, the Seller and Buyer will issue and sign a Certificate of Conformity.</p> <p>The Seller shall intimate the Buyer at least 45 days (Indigenous)/ 90 days (Imported m/c) before the scheduled date of PDI. The time required for completing visa formalities by the Seller shall not be included in this notice. The Buyer will send his authorized representative(s) to attend the PDI. g. The list of Buyer's representatives together with their particulars including name, title, date and place of birth, passport numbers including date of issue and date of expiry, address, etc. shall be communicated by the Buyer in advance to apply for the necessary authorizations and clearances to be granted.</p> <p>The Buyer reserves the right not to attend the PDI or to request for postponement of the beginning of the PDI by a maximum of one month from the date fixed for such PDI in order to allow his representative(s) to attend such tests, in which cases he shall inform in writing the Seller within 15 days before the date of the beginning of the PDI. Shall the Buyer request for such postponement, liquidated damages, if any, shall not apply. In case the Buyer informs the Seller within the period mentioned hereinabove that he cannot attend the PDI, the buyer may authorize in writing the Seller to carry out said tests alone as scheduled , in such case The Certificate of Conformity and the Acceptance Test Report will be signed by the Seller's QA representative alone and such documents bearing the sole signature of the Seller's QA representative shall have the same value and effect as if they have been signed by both the parties. In case Buyer does not elect to attend the PDI, the Buyer shall intimate the Seller in writing that it does not wish to attend the PDI. The Seller shall provide all reasonable facilities, access and assistance to the Buyer's representative for safety and convenience in the performance of their duties in the Seller's country. PDI of the P&M shall be carried out at supplier premises. All costs associated with the stay of the Buyer's Representative(s) in the country where the PDI is to be carried out, including travel expenses, boarding and lodging, accommodation, daily expenses, shall be borne by the Buyer. In case, supplier desires PDI to be carried out at other places also, then the supplier will take the responsibility of arranging the same at his cost. In case, the m/c is rejected during the 1st PDI, the cost of subsequent PDIs shall be borne by the supplier. The expenditure for subsequent PDI(s) shall be initially be incurred by the buyer and will be deducted from the supplier's 1st claim.</p>		
18.00	Joint Receipt Inspection	When boxes or containers received by the Buyer are opened for assembly/installation, joint checking will be done by Buyer and Seller for conformance to quantity and description mentioned in the invoice. In case of any discrepancy, the Seller shall make good the same at his cost.		
19.00	Insurance	(a. Where delivery of imported goods is required by the purchaser on CIF basis, the supplier shall arrange and pay for marine/air insurance, making the purchaser as the		

		beneficiary. The Insurance Policy shall be for 110% value of goods for coverage on “all risks” basis including war risks and strike clauses. The date of insurance shall be dated prior to the date of shipment. The insurance policy shall mention the name of ship, merchandise details, number of packages, name of vessel, number of voyages, port of shipment, port of destination/ destination warehouse and the details on Insurance documents shall not contradict the stipulation in Bill of Lading or Invoice. The insurance policy shall be forwarded to the purchaser sufficiently before despatch of the consignment. b. Where delivery is on FOB/FCA basis, marine/air insurance shall be the responsibility of the purchaser. c. In case of turn-key supply of plant/machines, if any supplies or part thereof are damaged during the process of erection and commissioning of the plant/machines until the final acceptance, the same will have to be replaced at site by the supplier free of all costs to the purchaser, including the erection and commissioning cost in the event of the plant/machines having been erected. d. In the above case, the supplier shall be responsible for insurance of the plant/machines during erection and commissioning. In this connection, the supplier shall arrange “Erection All Risks Insurance” of sufficient amount along with coverage for construction/erection equipment as well as third party claims in respect of property damage or bodily injury. The supplier shall also be responsible for insurance for personnel engaged by them in the erection work.		
20.01	TURN KEY PROJECT	Since the tendered item is on turnkey basis, hence supply scope shall include all parts/items/first fill of all oil/ lubricants etc that makes the offered machine fully functional.		
20.02		The supplier will be responsible for complete execution of the erection & commissioning of the plants including related Civil works for plant/machine foundations, cable trenches etc. as required for, completion of the scope of work and to make offered plant fully functional.		
20.03		Supplier will have to complete construction of foundation and related civil works preferably before PDI , but not later than scheduled date of arrival of P&M at purchaser's site so as to avoid any delay in erection & commissioning of the plant/machine on receipt OFAJ.		
20.04		Erection must be start within 30 days of receipt of machine in OFAJ.		
21.00	Guarantee	The supplier shall guarantee among other things the following: a. Satisfaction of technical and other parameters mentioned in the specification and contract. b. Quality and strength of materials used in the manufacture of the equipment considering the applicable codes of practice and regulation. c. Adequate factors of safety for all parts of the equipment to withstand the mechanical and/ or electrical stresses developed therein under specific operating conditions. d. Performance data furnished/ specified for the equipment shall be actually obtainable when the equipment is installed and tested at site.		

22.00	Warranty	<p>a) The supplier shall warrant that the plant/machine (including associated works constructed by the supplier) will be free from defects in design, material or workmanship.</p> <p>Supplier's obligations under the warranty shall involve repair, rectification and making good at site any defect, imperfection or fault attributable to defective design, material or workmanship. If the plant/machine is found to have a Defect that can be assumed to be present also in some other portion of the plant/machine, the Supplier shall investigate whether such further Defect is present, and shall make good any further Defects found.</p> <p>b) The supplier shall furnish PBG/ Warranty Bond for 5% of contract price valid for TWO MONTHS after warranty period, as security for its warranty obligations.</p> <p>c. The following Warranty clause will form part of the contract with the successful bidder: 1. The contractor/seller hereby warrants that the plant/equipment sold/supplied to the purchaser under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specifications and particulars contained/ mentioned in the said contract.</p> <p>2. The contractor/seller further warrants that the plant/equipment would continue to conform to the specified description and quality and would be free from any non- conformity with the requirements of the contract (hereafter referred to as a 'defect') due to faulty design, materials or workmanship, for a period called 'warranty period' or 'defects liability period' as defined below:</p> <p>o 12 (twelve) months from the date of commissioning and acceptance of the plant/equipment at the purchaser's site.</p> <p>3. If the commissioning/acceptance of the plant/equipment is delayed due to fault of contractor/seller, the warranty period will automatically get correspondingly extended.</p> <p>4. Notwithstanding the fact that the purchaser (or his representative) may have inspected and/or approved the plant/equipment, if any defect is discovered in the plant/equipment during the aforesaid warranty period and the decision of the purchaser in that behalf shall be final and binding on the contractor/seller, the purchaser shall be entitled to call upon the contractor/seller to rectify such defect.</p> <p>5. Defects shall be notified by the purchaser to the contractor/seller in writing without undue delay after the defects are noticed, and in any event not later than thirty (30) days after the expiry of the warranty period.</p> <p>6. Upon receipt of notice from the purchaser about any defect that occurs during the warranty period, the contractor/seller shall respond immediately and make good the defect within a reasonable period, or such specific period as may be allowed by the purchaser at the request of the contractor/seller, without any charges and costs to the purchaser.</p> <p>7. If the plant/equipment is found to have a defect that can be assumed to be present also in some other portion of the plant/equipment, the seller/contractor shall investigate whether such further defect is present, and shall make good any further defects found.</p> <p>8. If a defect appears, requiring immediate action due to the risk of resultant damage, and if the contractor/seller cannot make immediately good the defect, the purchaser is entitled to apply all necessary measures to prevent or limit</p>		
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		<p>damage.</p> <p>9. This warranty is not applicable if the defect is attributable to normal wear and tear or incorrect operation or negligence or willful damage on the part of the purchaser.</p> <p>10. Parts replaced or repaired under the above provisions shall be subject to the same warranty from the contractor/seller, and under the same conditions as apply for the rest of the plant/ equipment, for a period of one (1) year after such replacement or repair has been effected. The warranty period for the rest of the plant/ equipment shall be extended only by the time during which it was out of operation as a result of defects covered by the above provisions. Nothing contained in this clause shall however extend the warranty period by a period beyond two (2) years after the commissioning and acceptance of the plant/equipment.</p> <p>11. Defective parts which have been replaced shall be made available to the seller/contractor without cost. However, the seller/contractor shall be responsible for lifting the defective parts and transporting the same at his cost from purchaser's place within mutually agreed time period.</p> <p>12. In case of failure on the part of the contractor to fulfil any warranty obligations, the contractor/seller shall pay to the purchaser such compensation, as may arise from the breach of the warranty herein contained."</p>		
23.00	Technical Documentation (GTE CASES)	<p>The entire documentation shall be in English. . The supplier shall supply all documents soft copy & hard copies in quadruplicate. The vendor shall supply all information/documentation necessary for erection, commissioning, operation, maintenance and troubleshooting of the equipment. Component identification in the component list/specifications shall be in terms of International Generic Numbers in addition to manufacturer's part No(s). Components of proprietary nature however shall be so indicated. list of documentation to be supplier (bidder to specify in technical bid, in case any document is not applicable in offered plant/mc):</p> <ol style="list-style-type: none"> (1) Dimensioned drawing for foundation /erection. (2) All documents including erection drawings along with the equipment package/circuit diagram. (3) Detailed description of working of all P.C. Boards, list & circuit diagrams of PCBs, Inter connection details of P.C Board (as applicable) (4) Components list/components Specification (5) Spare parts manuals. (6) Maintenance manuals (Mechanical, Electrical and Electronics). (7) Cable assembly details for all the cables including connector details. (8) Electrical wiring diagram. (9) Circuit diagrams and working of power supplies inside the control system. (11) Programmable machine interface details. (12) Trouble shooting techniques/Diagnostics/troubleshooting manual with instructions to use in different diagnostic tests. (13) Programming manual. (14) Operation manual. (15) Hydraulic system details/manual. (16) Refrigeration system (if applicable) details/manuals. (17) Lubrication charts. (18) Specification of all types of greases, oils, lubricants etc., required to be used in the equipment indicating 		

		International/Indian source of supply of these items. (19) The supplier shall give List of "Brought out items", with make, model, qty and addresses for sourcing them. 20) Any other document considered necessary by purchaser for operation , maintenances & trouble shooting shall also be supplied on demand by purchaser.		
24.01	After sales support	Acceptance of tender for the supply of machine against this TE will be subject to bidders certifying that they have adequate servicing and spare parts facilities in respect of the machine tendered for by them or that they shall arrange to provide such facilities simultaneously with the supply of the machine		
24.02		The contractor shall provide after sales service of the equipments for at least ten years after the expiry of warranty period, which will comprise of the following: a. To render free technical advice on any matter of the equipment. b. To quote and supply all spare parts/accessories/sub-assemblies at a reasonable price and delivery schedule. c. To make available the services of suitable specialists on reasonable terms.		
25.01	Guarantee to provide Spares	The Vendor shall be committed to make available spares for the estimated life of machines or 10 years from completion of warranty period which is lesser		
25.02		Bidders shall also undertake that supplies of necessary maintenance equipment and spare parts will be made available for life of the machine on a continuous basis		
25.03		The successful bidder shall warranty that before going out of production of the spare parts he will give adequate advance notice to the purchaser so that the later may order his requirements of spares in one lot, if he so desires.		
25.04		The successful bidder shall further guarantee that if he goes out of production of spare parts, then he will make available blueprints, drawings of the spare parts and specifications of materials at no cost to the purchaser as and when required in connection with the machine to enable the purchaser to fabricate or procure spare parts from other sources		
25.05		In case spares are also ordered with the machine, bidder will undertake to offer spares for delivery along with the main equipment only and not before.		

PART V – Evaluation Criteria

Clause No	Clause Description	Description	Bidder's Compliance (Yes/No)	In case of Non-Compliance, Deviation to be indicated
1.00	Evaluation criteria	The broad guidelines for evaluation of Bids will be as follows:		
1.01		Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the TE, both technically, and commercially . Offers received without EMD shall be summarily rejected, if the bidder does not meet the valid EMD exemption criteria.		
1.02		The Technical Bids submitted by the Bidders will be evaluated by the Buyer with reference to the WHOLE TENDER DOCUMENTS INCLUDING TECHNICAL SPECIFICATIONS of the plant or machine as well as the various TE CONDITIONS. Accordingly, “Comparative Statement of Tenders” shall be prepared. Comprehensive analysis of the techno-commercial offers will form the basis for subsequent decision.		
1.03		The Price Bids of only technical suitable Bidders will be opened., which will notified through CPPP to the bidders concerned.		
2.00	RANKING OF PRICE BIDS	The ranking statement shall be prepared on equitable basis giving basic cost of machine, accessories, tooling, essential items, packing and forwarding charges, erection and commissioning costs, training cost, freight, payment terms, terms of pre-despatch inspection, criteria for performance and acceptance, validity of offers, warranty & guarantee conditions etc.		
2.01		For ranking of offers, price of complete scope of supply as detailed in technical specifications/ Tender document, excluding the price of 2 years MANUFACTURER RECOMMENDED LIST OF SPARES (MRLS) will be considered.		
2.02		When the competition is only among the Indian suppliers, the F.O.R Prices at destination, less levies, taxes and duties levied by Central/State/Local Governments such as GST etc. on final product, will be the basis for ranking of quotations.		
2.03		When tenders are received from consortia of foreign and Indian bidders, the ranking of bids (consortia) shall be assessed on CIF basis for foreign supplies plus custom duty and other duties/levies such as anti-dumping duty which cannot be claimed as input tax credit, & services and ex-works basis for Indigenous supplies & services, offloading the taxes and duties.		
2.04		All the foreign quotes will be brought to a common denomination in Indian Rupees by adopting the exchange rate as BC Selling rate of the State Bank of		

		India on the date of the opening of Price Bids		
2.05		When the competition is amongst domestic and foreign suppliers, the CIF cost quoted by the foreign suppliers plus custom duty and other duties / levies such as anti-dumping duty which cannot be claimed as input tax credit, shall be the basis for comparison with the basic cost offered by the domestic suppliers, after offloading the GST etc. and other local taxes and levies, if any, offers of foreign suppliers are compared with the offers of domestic suppliers on the basis of the CIF cost of foreign supplier. However, difficulties in comparing the offers arise when the foreign supplier indicates only the FOB/ FCA cost. There is no standard formula for arriving at the CIF cost in such cases, and it will not be appropriate to add a notional additional cost as a percentage of FOB/ FCA cost to arrive at the CIF cost. To avoid such a situation, it should be clearly mentioned in the tender that quote on CIF basis is essential to enable evaluation of the offers of foreign vendors. Similarly the domestic vendors should also clearly indicate in their offer separately the basic cost, GST etc. and other local taxes & levies (if any) to enable a proper evaluation of their offer, providing only an all-inclusive rate will make the offer invalid.		
2.06		However, order if any, on foreign bidders will be on FOB basis and on indigenous bidders on F.O.R basis including GST and other local levies, Transportation Charges etc.		
2.07		For ranking of offers, price of complete scope of supply as detailed in technical specifications excluding the price of spares and taxes & duties will be considered.		
2.08		If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.		
2.09		The Buyer reserves the right to evaluate the offers received by either loading offers appropriately or by using Discounted Cash Flow method at a discounting rate of 10%. In case cash flow involves more than one currency, the same will be brought to a common denomination in Indian Rupees by adopting exchange rate as BC Selling rate of the State Bank of India on the date of the opening of Price Bids.		
2.10		The Lowest Acceptable Bid will be considered further for placement of Supply Order after complete clarification and price negotiations, if required with the lowest (L1) bidder.		
3.00	Taxes & duties	In addition to taxes and duties clauses of part –III , The consideration of taxes and duties in evaluation process will be as follows:		
3.01		The Bidders are required to spell out the rates of Customs duty, GST and local levies in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of		

		comparison of prices.		
3.02		In case of failure to indicate rates of Customs duty, GST and local levies clearly, it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entertained after the opening of tenders. Such offers are also liable to be ignored summarily.		
4.00	Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order 2012	<p>Purchase preference will be given to MSEs, as per Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012 and its revision / amendment dated 09.11.2018 or later revision/amendment/clarifications from time to time. To avail the benefit of said policy, the bidder MSE firm must bidder must be the manufacturer of the tendered Twin 20 MT Melting cum Holding Furnace along with Metal Delivery System, Online Metal Treatment System and Casting Machine.</p> <p>Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered goods.</p> <p>Note : Any Benefits/exemptions to MSE are not applicable in case of consortium Bid offer.</p>		
5.00	Public Procurement (Preference to Make in India), Order 2017	Procurement (Preference to Make in India) Policy: Provisions contained in Public Procurement (Preference to Make in India), Order 2017 issued by DIPP, Ministry of Commerce & Industries vide letter No.P-45021/2/2017-B.E-II dated 15- 06-2017 along with MoD I.D No.59011/8/2015-D(HAL-II) dated 19-07-2017 and Order no P-45021/2/ 2017-PP(BEII)-Part (4) Vol.II dated 19-07-2024 and it's amendment/revision issued time to time by GOI, will be applicable for procurement of this tender.		
6.00	Price Bid Format:	<p>Price bid format (in excel format) shall be as uploaded in tender document on CPP portal on etenders.gov.in, bidders to upload price bid after entering the relevant fields without any alteration/ deletion/ modification of other portions of the excel sheet.</p> <p>Prices offered by bidders in above specified format only shall be valid.</p> <p>Bidders has to also ensure that prices are not disclosed anywhere in technical bid (except the rate of duties & taxes, to be shown in UNPRICED copy of price bid format, to be uploaded in pdf format by bidders in technical bid) .</p>		