



Controller Procurement

Material Organisation (Mumbai)

L. B. S. Marg , Ghatkopar (West)

Mumbai - 400 086

Phone : 009122 25043000, Fax : 009122 25153187

E-Mail : CPROB@ilms.gov.in

CPRMIS_B@ilms.gov.in

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ORDER FOR INDICANISED ITEMS

Order No : **20B1CC004** Date : **27 Sep 2021** (12:05 G) Post Dabitable to Head : **2077/110(j) (i)** CGDA Code : **645/02**

To
Old Navy Nagar , Dr. Homi Bhabha Rd
Mumbai - 400005

BRAZEWELL ENGINEERS (BRAZEWELL ENGINEERS)

SR NO :480

NEAR RAILWAY LINE

KASARWADI
PUNE - 411 034
MAHARASHTRA

Placement of Supply Order Number 20B1CC004 dated 27 Sep 2021

Part I

Dear Sir/Madam,

- (1) This is to inform you that a formal Supply Order is being placed on you for supply of items services at prices mentioned in Part-II. The commercial terms and conditions are contained in Part-III and Part-IV of this Supply Order (S.O. in short). The word "Seller" in this S.O. is meant for your organisation while the word "Buyer" is meant for this organisation acting on behalf of President of India.
- (2) Following documents shall be the sole repository of this transaction :-
 - (a) Our RFP No.20B1CC004 dated.
 - (b) Your Bid No.GEM/2021/B/1274621 dated 15 Jul 2021.
 - (c) Our letters _____ dated
 - (d) Your letters _____ dated.
 - (e) Five Parts of this Supply Order as under :-
 - (i) Part I - Communication of acceptance of seller's Bid as finalised by the Buyer.
 - (ii) Part II - Buyer agrees to buy and Seller agrees to sell items/services mentioned in Part II at the prices mentioned therein. This Part also contains essential details of the items/services required, such as the Technical Specifications, Delivery Period, Place of Delivery and Consignee details agreed by the Seller.
 - (iii) Part III - Buyer and Seller agree to abide by the Standard Conditions of Supply Order mentioned in Part III.
 - (iv) Part IV - Buyer and Seller agree to abide by the Special Conditions of Supply Order mentioned in Part IV.
 - (v) Part V - It contains list of other addresses and other relevant details pertaining to this S.O.

- (3) Two copies of ink-signed Supply Order are being sent to you. Please acknowledge receipt within seven days of receipt of this Supply order, on your office letterhead duly signed by the authorized signatory. One copy of Supply Order duly signed and stamped on all pages should be returned to this office along with your acknowledgment letter. If such an acceptance or communication conveying any objection to certain part of this Supply Order is not received within seven days, then it would be deemed that this Supply Order is fully accepted by you and all obligations of Seller will be applicable to you under this S.O.

Thanking you,

Yours sincerely

(Somvir Taksak)

LtCdr

Controller Procurement

For Material Superintendent

On and behalf of President of India

Part II - ESSENTIAL DETAILS OF ITEMS/SERVICES SUPPLY ORDERED

- (1) **Schedule of Prices** - List of items / services Supply Ordered is as follows:

<u>SINo</u>	<u>Part No/Description</u>	<u>Denomination</u>	<u>Cost Details</u>	<u>Taxes</u>			
1	SR6001D-OK(P)-17-420-1 OIL COOLER	no	Unit Cost Rs - 1,543,762.50 Total Quantity - 3.00 Total Cost Rs - 4,631,287.50	GST% - 5.00			
<u>OLNo</u>	<u>ILNo</u>	<u>Consignee</u>	<u>Quantity</u>	<u>Unit Rate</u>	<u>UnitCost(withTax)</u>	<u>TotalCost</u>	<u>Delivery by</u>
1	1	CWH(MB)	3	1,470,250.00	1,543,762.50	4,631,287.50	10 Mar 2023
2	SR6001D-OK(P)-29-420-1 OIL COOLER	no	Unit Cost Rs - 1,794,450.00 Total Quantity - 2.00 Total Cost Rs - 3,588,900.00	GST% - 5.00			
<u>OLNo</u>	<u>ILNo</u>	<u>Consignee</u>	<u>Quantity</u>	<u>Unit Rate</u>	<u>UnitCost(withTax)</u>	<u>TotalCost</u>	<u>Delivery by</u>
2	2	CWH(MB)	2	1,709,000.00	1,794,450.00	3,588,900.00	10 Mar 2023
3	SR6001D-OK(P)-90-700-1 OIL COOLER OK(P) 90-700-1	no	Unit Cost Rs - 4,605,825.00 Total Quantity - 1.00 Total Cost Rs - 4,605,825.00	GST% - 5.00			
<u>OLNo</u>	<u>ILNo</u>	<u>Consignee</u>	<u>Quantity</u>	<u>Unit Rate</u>	<u>UnitCost(withTax)</u>	<u>TotalCost</u>	<u>Delivery by</u>
3	3	CWH(MB)	1	4,386,500.00	4,605,825.00	4,605,825.00	10 Mar 2023

- (2) **Technical Details** :

- (a) Functional characteristics of items Supply Ordered : as mentioned in Supply Order.
- (b) Specifications/drawings, as applicable : as mentioned in Supply Order.
- (c) Technical details with technical parameters

- (d) Details of training/on-job training
- (e) Details of installation/commissioning
- (f) Details of Factory Acceptance Trials (FAT), Harbor Acceptance Trails (HAT) and Sea Acceptance Trials (SAT)
- (g) Details of Technical documentation
- (h) Nature of assistance required after completion of warranty
- (j) Details of pre-site/equipment inspection
- (k) Any other details, as considered necessary

(3) Delivery Period :

Delivery period for supply of items would be as indicated. Please note that 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.

(4) Consignee details :

CWH(MB)

Controller Warehousing(Mumbai)
Material Organisation,
Naval Store Depot,
Ghatkopar West,
Mumbai
Maharashtra

PART III - STANDARD CONDITIONS OF SUPPLY ORDER

(1) Law:

The Supply Order shall be considered and made in accordance with the laws of the Republic of India. The Supply Order shall be governed by and interpreted in accordance with the laws of the Republic of India.

(2) Effective Date of the Contract:

The Supply Order shall come into effect on the date of its acknowledgment by the Seller and shall remain valid until the completion of the obligations of the parties under the Supply Order. The deliveries and supplies and performance of the services shall commence from the effective date of the Supply Order.

(3) Arbitration:

All disputes or differences arising out of or in connection with the Supply Order shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Supply Order or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The Arbitration is as per Form DPM-7 (for indigenous trade) / DPM-8 (for foreign supplies) / DPM-9 (for PSUs) (Available on MoD website).

(4) Penalty for use of Undue influence:

The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Supply Orders or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Supply Order or any other Supply Order with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Supply Order or any other Supply Order with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the Supply Order and all or any other Supply Orders 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 Supply Order, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the Supply Order, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

(5) Agents / Agency Commission:

The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Supply Order 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 Supply Order 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 Supply Order, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Supply Order with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Supply Order 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 Supply Order along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any Supply Orders concluded earlier with the Government of India.

(6) Access to Books of Accounts:

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

(7) Non-disclosure of Contract documents:

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

(8) Liquidated Damages:

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

(9) Termination of Contract:

The Buyer shall have the right to terminate this Supply Order in part or in full in any of the following cases :-

- (a) The delivery of the material is delayed for causes not attributable to Force Majeure 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.
- (d) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this Supply Order and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration Tribunal.

(10) Notices:

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

(11) Transfer and Sub-letting:

The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Supply Order or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Supply Order or any part thereof.

(12) Patents and other Industrial Property Rights:

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

(13) Amendments:

No provision of present Supply Order 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 Supply Order and signed on behalf of both the parties and which expressly states to amend the present Supply Order.

(14) Taxes and Duties:

(a) General

- (i) Bidders must indicate separately the relevant Taxes/Duties likely to be paid in connection with delivery of completed goods specified in RFP. In absence of this, the total cost quoted by them in their bids will be taken into account in the ranking of bids.
- (ii) If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. In such cases, relevant certificate will be issued by the Buyer later to enable the Bidder to obtain exemptions from taxation authorities.
- (iii) Any changes in levies, taxes and duties levied by Central/State/Local governments etc on final product upward as a result of any statutory variation taking place within contract period shall be allowed reimbursement by the Buyer, to the extent of actual quantum of such duty/tax paid by the Bidder. Similarly, in case of downward revision in any such duty/ tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Bidder. All such adjustments shall include all reliefs, exemptions, rebates, concession etc, if any, obtained by the Seller. Section 64-A of Sales of Goods Act will be relevant in this situation.

- (iv) Levies, taxes and duties levies by Central/State/Local governments, etc on final product will be paid by the Buyer on actual, based on relevant documentary evidence. Taxes and duties on input items will not be paid by Buyer and they may not be indicated separately in the bids. Bidders are required to include the same in the pricing of their product.

(b) Customs Duty

- (i) For imported stores offered against forward delivery, the Bidder shall quote prices thereof exclusive of customs duty. The Bidder shall specify separately the C.I.F. prices and total amount of customs duty payable. They will also indicate correctly the rate of customs duty applicable along with Indian Customs Tariff Number. Customs duty as actually paid will be reimbursed on production of necessary documents i.e. (i) Triplicate copy of the bill of entry; (ii) copy of bill of lading; (iii) a copy of foreign principal's invoice. However, if the Bidder imports the stores in question against his own commercial quota Import Licences, he will also be required to submit in addition the triplicate copy of bills of entry etc. a certificate from his Internal Auditor on the bill itself, to the effect that the following items/quantity in the bill of entry related to the stores imported against this contract.
- (ii) Subsequent to the reimbursement of customs duty, the Bidder will submit to the concerned Payment Authority a certificate to the effect that he has not obtained any refund of customs duty subsequent to the payment of duty to the Customs authority by him. In addition, he shall also submit to the Paying Authority concerned a certificate immediately after a period of three months from the date of payment of the duty to customs authorities to the effect that he has not applied for refund of the customs duty subsequent to the payment of duty to the customs authorities by him.
- (iii) In case the Bidder obtains any refund of customs duty, subsequently to the payment of the same by him to the customs authorities and reimbursement of the customs duty to him by the Payment Authority, he should forthwith furnish the details of the refund obtained and afford full credit of the same to the Buyer.

(c) GST

- (i) Bidders should quote GST separately in their quote. 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.
- (ii) On the Bids quoting GST extra, the rate, the type of GST- Centre, state, integrated, Union Territory applicable at the time of supply should be shown separately. GST will be paid to the Seller at the rates mentioned in schedule of GST rates, based on the HSN code and as notified by the GST council.

(15) Pre-Integrity Pact Clause:

A Pre-Integrity Pact is concluded between Buyer and Seller as per Form DPM-10(Available on MoD website).

* Order Remarks :Inspection by CQAE(MS), Mumbai against approved drawings and QAP available with the Firm. Item is to be offered for inspection within 220 days from the date of receipt of PO. Probable duration for inspection is 30 days. Firm to deliver items within 15 days from date of receipt of I-note. Total delivery period is 265 days.

SELLER

BRAZEWELL ENGINEERS (B4110B)
SR NO :480
NEAR RAILWAY LINE
KASARWADI
PUNE - 411 034
MAHARASHTRA

BUYER

CONTROLLER PROCUREMENT
MATERIAL ORGANISATION (MUMBAI)
L. B. S. MARG ,
GHATKOPAR (WEST) ,
MUMBAI - 400 086
ON AND BEHALF OF PRESIDENT OF INDIA

BUYER

CONTROLLER PROCUREMENT
BASE VICTUALING YARD (MUMBAI)
OLD NAVY NAGAR ,
DR. HOMIBHABHA RD ,
MUMBAI - 400005
ON AND BEHALF OF PRESIDENT OF INDIA