



**MAZAGON DOCK LIMITED**  
**DOCKYARD ROAD**  
**MUMBAI-400 010**

**SPECIFIC TERMS AND CONDITIONS OF SUPPLY**  
**(For Local Steel Tender / Order)**

1. These Specific Terms and Conditions of Supply are in addition to (overriding to the extent specified herein) the Standard Terms and Conditions of Supply forwarded to the Registered Vendors on Approved List of Vendors and are applicable to all Suppliers / Vendors for Stock Purchase/Direct Purchase Items under Limited Tendering process.
2. Quotations and Order Acceptance Terms:
  - (a) *Tenderer shall pay special attention to the following points. Failure to comply with these may disqualify the tenderer.*
    - (i) Tender number and due date to be super scribed on all the envelopes.
    - (ii) Tender to be submitted on or before the due date and time.
    - (iii) Offer to be as per specifications and complying with tender conditions.
    - (iv) The envelopes to be sealed properly.
  - (b) Unless otherwise stated, the offers shall be in 'Two Bid System' only, in two separately sealed envelopes: -

PART-I - 'Techno-Commercial Bid' and marked thus. In addition, Part-I shall include-

- (i) Proforma Price Schedule blanking the prices and indicating 'Quoted / Not Quoted' (as applicable against each item on tender) both on FOB as well as on C & F basis.
- (ii) Duties / Taxes, freight charges, insurance and or any other Statutory levies payable, specifying incidence clearly / separately against each head.
- (iii) Compliance Statement clearly highlighting deviations / exceptions, if any, to Technical Specifications / Standard Terms and Conditions of Supply, Specific Tender Conditions. Non-specifying of deviations against any or all clauses would be construed as compliance to any / all conditions of tender. Any deviations to STACS, having financial implications, would be considered suitably for loading the quoted price. (STACS Acceptance Format is placed at Annexure 1).
- (iv) Earnest Money Deposit @ 2% of the total bid value by way of a bank guarantee from a bank of international repute or value of Bid Bond as stipulated in the tender, to be provided by overseas bidder / supplier as per format provided by the Purchaser. (Format placed at Annexure 2).

- (v) Copy of IS 9000: 2000 or equivalent Quality System Standards certificate valid as of date.
- (vi) Delivery Schedule.

PART-II – ‘Price Bid’ - Quotes to be written in figures and words duly authenticated / signed by the authorised person and marked thus.

3. The offer shall be strictly in accordance with the Standard Specification and or requirements specified in the Tender Enquiry and any offers in deviation to these requirements are liable for rejection. The offer shall be for invoicing against the supplies on “Theoretical Weight” basis only. The offer shall be preferably for the Sizes/Grades for each item indicated in tender. In case of alternate Sizes/Grades are offered then it shall be clearly and separately indicated against each item. Any deviations in Sizes/Grades at a later stage/after placement of order will not be accepted/allowed.
4. The quoted price / rate on F.O.R and or ex-works basis, shall conform to the units on offer / tender conforming to the specification/requirements stated in the tender indicating the earliest delivery period, legibly written in ink / typewritten on their letter head both in figures and words duly authenticated by the Competent Authority representing the Vendor and any corrections/corrections made using whitening fluid/overwriting shall be authenticated with signature and date by the Competent Authority of the tenderer.
5. The offers shall be deposited in the Yellow coloured Tender Box on II Floor, Mogul House by 14.00 Hrs. IST on or before the due date and time for closing. Vendors desirous of submitting offers through courier, E-mail, Fax, telegram etc. shall ensure that the offers reach Materials Group before the due date and time stipulated.
6. Unless or otherwise specified / communicated in writing, the due date of Tender shall not be altered under any circumstances. Offers received after due date and time stipulated by any one or more of the above modes are liable for rejection/not considered.
7. Offers shall be submitted by the same Vendor to whom the Tender Enquiry has been referred. In the event a Vendor is unable/not interested to participate in a particular tender, he shall submit in writing with reasons his inability to do so, on or before the due date for tender closing. Failure on the part of vendor to do so is liable for disqualification / debarring of the Vendor from all future tender enquiries.
8. a) MDL Purchase Section reserves the right at its own discretion to accept or reject any or all offers in part or in full or withdraw the tender in toto without assigning any reasons whatsoever  
b) MDL shall not entertain any correspondence regarding any clarifications etc. in the Tender. Should you find such clarification essential, you shall list them separately in your offer highlighting the deviations vis-à-vis our requirements.

- c) Delivery position of the tender quantity shall be clearly indicated.
- d) MDL prefers Free Delivery to Anik Chembur Stores/MDL Yard. However, Delivery Charges per M.Ton if any, should be clearly indicated against each item. If delivery is to Anik Chembur Stores, Unloading & Stacking charges to Tenderors Account and the material will have to be Unloaded and Stacked by deploying laborers registered with 'Bombay Iron & Steel Labour Board' with their crane and from the Toli allotted, the charges for the same being as prevalent at the time of execution.
9. The rates offered shall be valid for 90 days from the due date of tender for our acceptance or as specified in the tender. The quoted rates shall be firm and fixed until delivery of the entire ordered quantity to our Yard.
10. The incidence against each of the following heads namely: - Customs, Excise Duty, Central / State Sales Tax, Packing & Forwarding, Freight, Insurance, Octroi and or any other Statutory Levies/Duties applicable shall be clearly, separately and specifically indicated in the offer and are not to be included in the basic rates. Possibility of issue of form 31 shall be clearly spelt out.
11. Unless or other wise specified offers for ex-stock delivery are given preference over the others.
12. Payment terms shall be within 45 days from the date of receipt and acceptance of the entire quantity on order alongwith specified documentation / Test Certificates etc. in our Yard. No part supplies shall be entertained.
13. The ordered quantity shall be delivered in full within the stipulated delivery period / extended delivery period mutually agreed to as per Purchase Order. Failure to execute the Order beyond the scheduled / amended delivery period will be viewed seriously and the subject Order is liable to be cancelled without notice and the ordered materials will be procured form alternative acceptable source(s) at the risk and cost of the Vendor on whom the original order was placed.
14. All supplies made shall be subject to Inspection Agency / MDL's inspection and approval or as specified in the tender.
15. Test Certificate/Documentation: Offer shall clearly indicate the submission of Test certificates and/or Mill Test certificate/s and the supplies shall accompany relevant Physical / Chemical Composition Test Certificates, Mill Test Certificates and or any other Test Certificates and release note of despatch issued by concerned Inspection Authorities. The document submitted shall bear Order No. and date. These documents shall indicate details such as Heat No., Cast No., Year of Manufacture, etc. relevant to the products supplied as per the Order.

- 16 Thinner Plates (i.e. Sheets) in thickness between 2mm and 5mm shall be packed in bundles and strapped at intervals of 1.5 Mtrs. lengthwise to protect from buckling during handling and transit. Each bundle shall have plates of same size and specification and shall not weigh more than 2 tonnes. Similar strapping arrangements are also to be done for angles, flat bars, etc.
- 17 Material supplied shall be guaranteed against manufacturing defects for a period of three years from the date of supply. Defective material notified, if any, will have to be replaced by the Manufacturer / Supplier free on ex-works, Mumbai basis.
- 18 It shall be the responsibility of the Manufacturer / Supplier to ensure that the Material is inspected for quantity and quality by LRS / ABS / Classification Society / Nominated Inspection Agency prior to despatch and also: -
  - a) To ensure that only such goods as have been duly inspected, approved and certified by the Inspecting Authority, are shipped.
  - b) To furnish a Certificate along with Despatch Documents as under: -

“Certified that the goods shipped have been inspected and approved by the prescribed inspection authority in accordance with the terms of the contract / purchase order and required copies of the Inspection Certificates issued in this regard are enclosed.”
19. Inspection and approval of the material by the Inspecting Authority/ies does not absolve the Manufacturer / Supplier of the responsibility of guarantee for the material
- 20 The following are to be over seen by the Inspection Authority -
  - a) All Plates / Sections will have to be inspected and stamped by third party inspection agencies / Classification Society as per Purchaser’s order requirements, with Certification of all tests having been carried out as per specification.
  - b) Each piece of Plate / Section shall be legibly marked preferably by Hard Die Stamping for Heat / Cast Numbers / Plate Numbers for identification and by which the Steel can be related to the relevant Test Certificates
21. The rejected materials if any shall have to be promptly removed by the supplier at his own expenses with his labour/transport as the case may be. Failure for lifting/removing rejected material within one week’s time from the time of rejecting the material and intimation to the supplier, will be liable for disposal of the rejected material without notice and also for recovery of ground rent for storage of such material.

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22. The ordered material shall be supplied to Goods Receiving Section (GRS) between 0800 Hrs. to 1130 Hrs. & 1200 Hrs. to 1530 Hrs. on all working days. Late supplies shall not be accepted.
23. Outstation suppliers shall intimate GRS 48 hours in advance of the supply date, but not beyond the normal working time. MDL shall not be liable for detention of truck/trailor and supplier's manpower for unloading material beyond normal working hours.
- 24 Insurance  
In case of Ex-works / Ex-Transporter's warehouse or Railway godown offers, the Vendor/Sub-contractor / Supplier shall give details of materials with despatch particulars and their value to Purchaser's Insurance Company i.e. New India Assurance Company Limited, General Insurance Department, Commerce Centre, First Floor, Tardeo, Mumbai – 400 034, under advice to Purchaser immediately after the despatch/es. The Insurance Charges will be borne by Purchaser.
- 25 Liquidated Damages  
Liquidated Damages shall be levied for the delay in late receipts / delivery of the equipment to Purchaser beyond the stipulated delivery period @ ½% of value of the order per week of delay or part thereof, subject to a maximum of 5% of the basic order value.
26. A Public Grievance Cell headed by Director (Corporate Planning & Personnel) has been set up in the Company. Members of public having complaints or grievances are advised to contact him on Wednesday between 10.00 hours and 12.30 hours in his office on 5<sup>th</sup> floor, Mazdock House or send their complaints / grievances to him in writing for redressal. His Telephone No. is 2373 8325.
27. Your offer should be clearly indicate the incidences against C.S.T./M.S.T., Octroi and /or any other statutory levis, duties applicable and also regarding submission of Test Certificate, delivery period, sizes offered and validity of your offer. In case your offer is silent/blank on above issues, it will be considered that your offer is as per our Tender Terms and no deviations will be accepted at later stage/after placement of order.

***The above points are to be strictly complied with while submitting your offer; failure to comply above points may disqualify the Tenderers in Toto.***

