



**TENDER ENQUIRY**  
[ CUSTOMER TENDER ]

**माझगांव डॉक शिपबिल्डर्स लिमिटेड**  
(भारत सरकार का उपक्रम)  
**MAZAGON DOCK SHIPBUILDERS LIMITED**  
(Formerly known as Mazagon Dock Limited)  
(A Govt. of India Undertaking)  
CIN: U35100MH1934GOI002079  
Dockyard Road, Mumbai 400 010  
Website- [www.mazdock.com](http://www.mazdock.com)  
**Certified - ISO 9001: 2008 for Shipbuilding Division**

Tender No : 3000000314  
Purchasing Executive : Prashant C Salunke  
To

Department: IT-PURCHASE  
Purchasing Executive: Prashant C Salunke  
Telephone No:+91 23762149  
Fax No:+91 23721551  
Email ID: pcsalunke@mazdock.com

Tender Number: 3000000314  
Tender Date: 03.02.2017  
Tender Closing Date 17.02.2017  
Tender Closing Time 14:00:00  
RFQ Number: 2090000939

Telephone No:  
Fax No:  
Email ID:

Tender Fee: Rs 0.00

EMD Amount: Rs 0.00

Pre Bid Meeting Date Pre Bid Meeting Time 00:00:00

Tender Opening Date: 20.02.2017 Tender Opening Time: 11:00:00

Offer should be valid up to:

Security Deposit: 5.00 % of PO value Perf. Bank Guarantee: 10.00 % of PO value

*( Kindly read and refer relevant terms & conditions for further details. Do ensure to Quote Department Name, Purchase Executive's Name, Tender Number, Closing date & time and RFQ Number in your Quotation & related correspondence )*

Dear Sir / Madam ,

SUB:- PROCUREMENT OF COMPUTATIONAL FLUID DYNAMICS (CFD) SOFTWARE- 'STAR CCM+ AND STAR-HPC' LATEST VERSION PERPETUAL LICENSE ALONG WITH ONE YEAR WARRANTY AND ADDITIONAL 5 YEARS AMC FROM OEM OF THE SOFTWARE CD-ADAPCO INDIA PRIVATE LIMITED.

Mazagon Dock Shipbuilders Limited (MDL) invites Competitive - Bid from reputed suppliers for the following in **TWO BID** system (Part I Techno-Commercial Bid & Part II - Price Bid).

Sl.No.	Material/Service Details	Quantity/Unit	Delivery Date
00100	Material Number:- 51000000000002017 Computer Application Software Material Description :Procurement of Computational fluid dynamics (CFD) software- STAR CCM+ latest version  1. Scope of work: Supply, Installation, Configuration, Testing and Commissioning of	1 Number	03.03.2017

Sl. No.	Material/Service Details	Quantity/Unit	Delivery Date
	<p>'Computational fluid dynamics (CFD) software- STAR CCM+ ' latest version with OEM training and following minimum configurations / specifications / features:</p> <p>2. Specifications:</p> <p>i) Software shall deliver accurate and efficient simulation technologies through a single integrated user interface and automated workflows.</p> <p>ii) Software shall provide optimization capabilities with minimum modification to basic geometry.</p> <p>iii) Software shall offer finite volume based CFD solver with the capability of solving multiphase and multiphysics problems.</p> <p>iv) Software shall have automating geometry creation and preparation.</p> <p>v) Software shall make the most use of the available computational resources.</p> <p>vi) Software shall generate flexible and repeatable meshes - fully automate mesh process, including:</p> <p>a) Automated and fully conformal meshing for multidomain studies such as conjugate heat transfer</p> <p>b) Specialized meshing for specific applications, including the thin mesher, extruder and 2D meshing</p> <p>vii) Software shall simulate rigid and flexible body motions with techniques, including mesh morphing, overset meshes and six degrees- of-freedom (DOF)</p> <p>viii) Shall support on Current Windows Server / Client all editions of operating systems</p> <p>ix) Configuration of software should be as per MDL requirements and documentation of same (Soft and printed) should be provided.</p> <p>x) Software Version - Vendor shall supply the latest version of STAR-CCM + and STAR-HPC software modules. In case of changes in software modules / licensing by OEM, Vendor shall deliver such additional modules / licenses, if any, to ensure delivery of the functionality of the software without any additional cost.</p> <p>xi) Scope also includes CD, Manual, licensing document supply.</p> <p>3. Training - Vendor shall provide training on supplied software modules along with training manuals and training licenses for the training duration. Training shall be minimum 3 days for 4-5 executives per year during warranty and AMC period.</p> <p>4. Licenses Validity- Vendor shall provide perpetual software licenses i.e. minimum 25 years license validity for software modules. Vendor will ensure functioning of software license till its validity even in case of any company mergers, acquisitions and expiry / cancellation of contract, and compelling changes in Hardware &amp; Software without any cost implication.</p> <p>5. Up keeping /updating / upgrading and maintenance: The scope also includes Up keeping /updating / upgrading and maintenance of the Software system modules:</p> <p>i) Vendor shall upkeep and maintains the Software System.</p> <p>ii) Vendor shall continuously adapt the Software System to new environment developed by the OEM.</p> <p>iii) Vendor shall provide the latest version of software modules and its upgrades during the maintenance period.</p> <p>iv) Vendor shall distribute new releases of the Software System as soon as they are launched reflecting the latest status of the Software System.</p> <p>v) Vendor shall provide access to Software Support website at any point of time to enable MDL to download all latest bug fixes and software patches.</p> <p>vi) Vendor shall provide unlimited phone / fax / email support from front Line support and</p>		

Sl. No.	Material/Service Details	Quantity/Unit	Delivery Date												
	<p>local offices.</p> <p>vii) Whenever there is a requirement of migration of licenses across platforms, licenses shall be provided such that the functionality is maintained at no additional cost.</p> <p>viii) Vendor shall provide support to latest version and one version prior to it.</p> <p>ix) Vendor shall provide temporary license for migration of software across platforms.</p> <p>x) Vendor shall deliver any additional modules / licenses if any in case of changes in its software modules / licensing and shall ensure to retain the functionality of software.</p> <p>6. Customer Service Request (CSR): Vendor shall follow the escalation policy where all CSRs are allocated to the following categories with stated response actions. The work-around offered should not lead to productivity loss to the MDL.</p> <p><b>CSR</b> (Classification - First contact - Response time - Solution and / or Target Response)</p> <table border="0"> <tr> <td>Priority - Urgent -</td> <td>1 working day - Workaround, if within 5 days.</td> <td>available and / or</td> </tr> <tr> <td>Priority - High -</td> <td>2 working days - Workaround as soon as possible days.</td> <td>and/or bug fix within</td> </tr> <tr> <td>Priority - Medium -</td> <td>5 working days - Workaround correction in next major release.</td> <td>and/or error</td> </tr> <tr> <td>Priority - Low -</td> <td>30 days -response - -Will do as a part of later Will note as idea for -Willing to do as customer</td> <td>Impossible release major system upgrade funded</td> </tr> </table> <p>The time limit to solve the problem / provide work-around should not normally exceed 5 working days. However, for more complex problems based on Workaround and/or bugfix, this time limit may be relaxed for maximum period of one calendar month from the date of registration on due deliberations by both parties. Any delay in delivery of the solution beyond one month will incur penalty thereafter of Rs.7,000/- per working day, per affected user licenses of specific modules, or equivalent, capping to maximum 30% of purchase cost of specific module for overall penalties. In case of a major breakdown of the Software System, vendor shall depute expert support personnel within 24 hours, who will install and set to work within 48 hours the Software on a standby server (provided by MDL).</p> <p>7. Work Done Certificate (WDC):The Work Done Certificate will be issued by GM(D)/ GM(D) nominated executive after satisfactory completion of work as per Purchase Order.</p> <p>8. Warranty: Warranty of the supplied software shall be for 12 months from the date of installation and successful commissioning (WDC).</p> <p>9. Maintenance, Upgrade and Support (MUS)/AMC: MUS/AMC shall be for 60 months (5 years) after completion of 1 year warranty.</p> <p>10. AMC Payment Terms: Yearly bills shall be submitted by vendor to MDL duly certified during MUS/AMC period.</p> <p>11. Delivery &amp; Completion period: 6 Weeks from the date of Purchase Order including training.</p>	Priority - Urgent -	1 working day - Workaround, if within 5 days.	available and / or	Priority - High -	2 working days - Workaround as soon as possible days.	and/or bug fix within	Priority - Medium -	5 working days - Workaround correction in next major release.	and/or error	Priority - Low -	30 days -response - -Will do as a part of later Will note as idea for -Willing to do as customer	Impossible release major system upgrade funded		
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Tender Number:- 3000000314                      Tender Date:- 03.02.2017                      RFQ Number:- 2090000939

Sl. No.	Material/Service Details	Quantity/Unit	Delivery Date
00200	Material Number:- 510000000000002017 Computer Application Software Material Description :Computational fluid dynamics (CFD) software- STAR- HPC latest version  Supply, Installation, Configuration and commissioning of Computational fluid dynamics (CFD) software- STAR CCM+ and STAR HPC latest version  Scope will be as per line item 100	3 Number	03.03.2017
00300	Software Maintenance (AMC) Service Description :Software Maintenance  Software shall be maintained for five (5) years. Scope of work will be as per line item 100. <b>The Line item 00300 covers the following services</b>	1 Activity unit	03.03.2017
0000000010	Service Number:- Short Description:- AMC of STAR-CCM+ Software	5 Years	
0000000020	Service Number:- Short Description:- AMC of STAR-HPC Software	5 Years	

Terms & Conditions as indicated in Part A of this tender and other enclosures / annexures form an integral part of this tender document. We look forward to receive your most competitive and reasonable offer against this Tender.

For Mazagon Dock Shipbuilders Ltd



माझगांव डॉक शिपबिल्डर्स लिमिटेड / MAZAGON DOCK SHIPBUILDERS LIMITED

(भारत सरकार का उपक्रम) / A Government of India Undertaking

डॉकयार्ड रोड, माझगांव, मुंबई 400 010 / Dockyard Road, Mazagon, Mumbai 400 010.

Certified – ISO 9001/EN ISO 9001 for Shipbuilding Division

Tel. No. 2376 2209 / 2240 Fax No (022) 23721551

**वेब निविदा सूचना (भाग २) / WEB TENDER ENQUIRY (Two Bid System)**

E-Procurement Portal :- <https://mdl.eproc.in>

विभाग/DEPARTMENT: सीआईटी-CIT

अनुभाग/SECTION: आईटी-वाणिज्य IT PURCHASE

ई-निविदा|E-TENDER NO: 3000000314

निविदा दिनांक | TENDER DATE: 03.02.2017

निविदा बंद होनेका समय | TENDER CLOSING DATE & TIME:- 17.02.2017 at 14.00 Hrs.

निविदा खुलनेका समय| TENDER OPENING DATE & TIME:- 20.02.2017 at 11.00 Hrs.

**Dear Sir / Madam,**

**MAZAGON DOCK SHIPBUILDERS LIMITED** INVITES COMPETITIVE BIDS ONLINE on our e-Procurement portal from OEM in TWO BID SYSTEM (Part-I Techno Commercial Bid and Part-II Price Bid) for the Supplies against this tender:

**कार्य का विवरण - Description of Work / Supplies:**

Procurement of Computational fluid dynamics (CFD) software- 'STAR CCM+ and STAR-HPC' latest version perpetual license along with one year warranty and additional 5 years AMC from OEM of the software CD-Adapco India Private Limited.

**2. बोलीदाताओं के लिए अनुदेश | INSTRUCTIONS TO THE BIDDERS**

**2.1** In case of any clarifications, bidders are requested to contact to Commercial section Tel: 022-2376 2149/2240 well in advance of the closing date of the tender.

**2.2** An unsigned PDF copy of this Tender Enquiry has been made available online & can be downloaded from MDL website <http://www.mazdock.com> (On the home page, kindly go to Tenders-IT Procurement), on Central Public Procurement Portal (CPPP) & on MDL's e-Procurement Portal (<http://eprocuremdl.nic.in>)

**2.3** Bidders can participate in online bidding:

a) **By registering with our e-procurement portal for User ID and Password.**

(Every bidder must register themselves on the ASP's website i.e. <http://eprocuremdl.nic.in> (registration is free of cost)

b) **By obtaining Class III B DSC (Digital Signature Certificate) for secured bidding.**

(Firm must possess a legally valid Class-IIIB or above Digital Signature Certificate (DSC) (also known as Class-II B or above DSC with encryption & signing authority) as per IT Act-2000, using which they can sign their electronic bids. The DSC can be procured from any Certifying Authority (CA) authorized by Controller of Certifying Authorities (CCA) of Govt. of India.)

**2.4** Bidder/s intending to submit their bid and not having DSC in order to facilitate uploading of bid well within closing date, should approach the Service Provider (Contact details provided in Para 2.6 below) 10 working days in advance of tender closing date requesting for DSC and simultaneously forward the copy of the request to designate MDL dealing officer. In case wherein DSC not received within 3 to 4 working days of the request made to service provider, the Bidder shall inform to HOD (CIT) in writing/mail enabling suitable extension of tender closing date subject to intimation is send to HOD(CIT) [ggagrawal@mazadock.com](mailto:ggagrawal@mazadock.com) at least three days in

advance from tender closing date. Beyond above mentioned period request for extension will not be considered.

**2.5** In case of improper/blank on-line filling of Acceptance Formats for Tender Enquiry Form, General Terms & Conditions (GT&C) and Standard Terms & Conditions (STACS), it shall be construed that all our tender terms & conditions are acceptable to you.

**2.6** Contact details of the Officials for the training/problem resolution in respect to e-tender are as under:

***MDL single point contact:***

Mr. M. S. Kumbhare,DGM(C-MATERIAL) on 022-23763250

Email: - Mskumbhare@mazdock.com

***Service Provider representatives:***

1. Website: <http://eprocurermdl.nic.in>  
Help Line: 0120-4200462, 0120-4001002  
Email ID: [eproc-support@gov.in](mailto:eproc-support@gov.in)
2. Mr. Akshay Vichare - 09022422364

**2.7** Online User Manual is available on the website for the guidance of bidders & for participating in the e-Procurement/ e-Tendering, the bidder must ensure having the requisite (IT) infrastructure at their office premises.

**2.8** MDL will not be responsible for an error in downloading of tender documents from web by the bidders. The Version appearing on MDL website will be considered final and authentic.

**2.9** In case bidder encounters any technical snag pertaining to e-procurement system while acting on the tender, computer screen shot of the error message with date & time stamp on the web-browser along with the query shall be e-mailed by the bidder to the help desk (as mentioned 2.6 above) for problem resolution at least 72 hours before the due date and time of the tender.

**2.10** Bidders should login well in advance to enable them to complete their bid submission before the closing time of the tender since the e-procurement system does not permit submission of any offer after closing date and time of the e-tender. Bidders are also requested to submit their bid well in advance to avoid last minute frantic calls.

**3. पूर्व योग्यता मानदंड | PRE-QUALIFICATION CRITERIA:**

**Bidder** Should upload a scanned image of the following documents along with their e-Bid (Part I Techno Commercial Bid) as a part of submission of their offer.

**Note- Bidder registered with Mazagon Dock Shipbuilders Limited should upload a scanned image of valid registration certificate;** duly authorized. Uploading of documents at Sr. No. i),ii) and iii) mentioned below are not required for permanent registered vendors with MDL. However remaining all mentioned documents are mandatory for all bidder.

**For Items:**

- i. Bidder Company Profile and valid Shop & Establishment registration certificates.
- ii. Audited / Certified Balance sheet, Profit & Loss account for past 3 years.
- iii. Bidder's average turnover during last 3 years should be at least Rs. 25 Lakhs.
- iv. The value of the supplies for (Work Orders & corresponding Work Completion Certificate for CFD Software) during last 3 years (as on previous month of tender date) should not be less than Rs. 50 Lakhs.

MDL has a right to verify/cross verification of authenticity of above related documents whenever felt necessary including right to ask for hard copies of bidder registered with Mazagon Dock Shipbuilders Limited for copy of valid registration certificate. It is clarified that the work executed by the contractors for their in-house or capital use will not be considered for the purpose of bidder's experience of completion of similar works.

**4. वैधता अवधि | VALIDITY PERIOD:**

Bids / Offers shall have the validity period of **90 Days** from the tender closing date. Bidder is requested to offer 90 days validity as per Tender Terms. Technically accepted Bidder shall be

given opportunity to accept validity as per tender in case of shorter validity quoted by bidder. Non-acceptance thereafter will be rejected by MDL as non-responsive.

#### 5. दो बोली प्रणाली में प्रस्ताव प्रस्तुत करें | **SUBMISSION OF OFFER IN TWO BID SYSTEMS:**

Offer must be submitted online on the MDL's e-Procurement portal 'https://mdl.eproc.in'.

Bids must be in two parts, i.e. Part-I (Techno-Commercial bid) and Part-II (Price Bid), as appearing on line.

#### **(A) भाग १-(तकनीकी वाणिज्यिक) | Part-I (Techno-Commercial bid):**

- i. Detailed Technical offer for technical scrutiny along with point-wise acceptance or offered specifications against required specification. Technical details, catalogues, drawings, data sheets, calculations, as applicable to be enclosed/attached in attachment provision given online.
- ii. Bidder to carefully fill all listed online forms providing their comments/ Acceptance/ deviations, if any, in the space provided online against respective clauses of Technical specifications, Tender terms & conditions, GT&C and STAC etc.
- iii. Bidder / Suppliers not permanently registered with **Mazagon Dock Shipbuilders Limited** should upload the additional documents as mentioned at Para 3 above.
- iv. Bank details for payment by RTGS/NEFT in the format with Scanned image of PAN card and a cancelled cheque shall be uploaded.

#### **(B) भाग २- मूल्य बोली | Part-II (Price Bid)**

- i. Bidder to fill their prices online, strictly, in the online price bid form only. Prices & other charges (as listed in form) to be entered/filled in the applicable head/cell/columns only, as prices in wrong head/cell/column which are not applicable to you (bidder) will finally affect your (bidder) total landed cost & accordingly ranking. In case of any discrepancy in the Blank Rate Schedule Format and actual on-line Price Bid after opening of the Price Bids, the details (Taxes, duties and any charges) mentioned in the on-line Price bid shall prevail over the details in blank rate schedule format.
- ii. Wherever any charges from the listed charges are not applicable to bidder, then 'zero' to be entered in that respective head/cell/column attaching justifications/reasons in technical bid on letterhead for such items indicating 'zero'.

#### 6. बोली अस्वीकृति करनेकी कसोटी | **BID REJECTION CRITERIA:**

##### **a. Following bids shall be categorically rejected;**

- i. The Bids received after tender closing date and time.
- ii. Bidder not agreeing to provide assistance for installation, testing, commissioning and other technical activities of equipment supplied by them.

**Note:** Bids received through Tender box will not be considered for processing and considered as non-responsive. Only e-offers uploaded through e-portal will be taken as valid offers for consideration and evaluation.

##### **b. Following bid rejection criteria may render the bids liable for Rejection:**

- i. Bidder's failure to furnish sufficient or complete details for evaluation of the bids within the given period for deficiencies noticed in the drawings / technical data which shall not however conflict with validity period.
- ii. Incomplete/misleading/ambiguous bids in the considered opinion of MDL.
- iii. Bids received without/not meeting the pre-qualification criteria as per tender.
- iv. Bids with technical requirements and or terms not acceptable to MDL.
- v. Bidder not agreeing for post sale product support/post work completion support.
- vi. Unreasonably longer delivery period quoted by the firm.
- vii. Validity period indicated by bidder is shorter than that specified in the tender enquiry.

- viii. Bidder not agreeing to furnish Performance Bank Guarantee (PBG) for item/ supplies or not agreeing for retention of equivalent amount by MDL up-to the period till Completion of contractual and guarantee / warranty obligation.
- ix. Bidder not agreeing to furnish required Security Deposit till completion of the Supplies/ services.
- x. Bidder not agreeing to furnish required Performance Bank Guarantee till completion of the Supplies/ services.

### 7. समापन अवधि | DELIVERY PERIOD / COMPLETION SCHEDULE:

The delivery / completion schedule for software with training is 6 week from the date of placement of order.

Kindly quote the earliest delivery/completion period in Part-I bid.

### 8. मूल्य निर्धारण | PRICING:

Bidder shall quote the prices of all items listed in the Price Sheet / Rate Sheet of the tender enquiry at Annexure - 1 for free delivery of the items in MDL at indenting dept through Good Receipt Section (GRS) & completion of work at MDL Site. The prices quoted shall remain firm and fixed during the currency of the order / Contract.

### 9. भुगतान की शर्तें | TERMS OF PAYMENT:

#### 9.1 For Supply items:

Payment for the value of supplies after successful commissioning & acceptance of system by MDL, as reduced by any deductibles and/or the amount leviable towards liquidated damages, if any and after including taxes, duties, octroi, service tax etc. as may be payable through RTGS/NEFT between 25 to 30 days after receipt of all followings documents in commercial dept:

- Complete set of the items/licenses through GRS.
- Successful installation, configuration, testing and commissioning of items with training.
- Original Invoice documents in Triplicate with including Delivery challan(s).
- Performance Guarantee as per tender/order.
- Guarantee/Warranty certificate as per Tender.
- Work completion Certificate from MDL User dept (in the rank of CM & Above)
- Technical documentation/deliverables in requisite if any.

#### 9.2 - For Service Items:

By way of yearly running account (after expiry of Guarantee/Warranty) bill per item / activity basis prepared by contractor and certified by the Executives in the rank of CM & above from User department and against the submission of documents such as invoices, guarantees etc. as per the Order / Contract terms between 25 to 30 days with submission of requisite documents as mentioned in above Para 10.1.

**Note:** Bidder shall furnish all the necessary details like name of the bank / branch, Code No. Bank account no in their technical bid as per the RTGS/NEFT format as per Annx-7 provided with the tender enquiry.

### 10. सुरक्षा जमा | SECURITY DEPOSIT:

#### A) After Placement of Order

The successful bidder shall submit Security Deposit for an amount of 5% on the value of the contract/ order excluding Taxes, Duties, and freight etc. in the form of DD /Pay Order/ Bank Guarantee in the prescribed format as per Annx-6 in favour of Mazagon Dock Shipbuilders Ltd., payable at Mumbai within 25 days from the date of Contract.

In case of Bank Guarantee, BG shall be from Nationalized / scheduled Banks or banks of International repute excluding cooperative banks in the prescribed format and valid till successful delivery/completion date plus additional 4 weeks (for claim period). There shall be deductions in the form of payment of interest on the delayed period of submission beyond



stipulated period of 25 days of submission. Security Deposit will be returned only after successful execution of the order / Contract. Refund of Security Deposit whenever considered admissible by the Purchaser shall be refunded without interest. In the event of failure to execute the order satisfactorily, the Security Deposit will be encashed by MDL.

**B) Before expiry of Warranty:**

The successful bidder shall submit the security deposit of 5% for the total charges for 5 years Maintenance Contract value excluding Taxes & duties one month before expiry of warranty (i.e. five years from date of work competition date & acceptance of the system by MDL) in the form of DD /Pay Order/ Bank Guarantee in favour of Mazagon Dock Shipbuilders Ltd.

In case of Bank Guarantee, BG shall be from Nationalized / scheduled Banks or banks of international repute excluding cooperative banks in the prescribed format as per Annx-6 and valid till successful delivery/completion date plus additional 4 weeks for claim period.

**Note:** 1. Bank Guarantee must be drawn on as per the list of First Class banks approved by CPPC published on MDL website (Home→ Tenders→Bills/EMD status)

2. In case of BG towards PBG, please ensure that the BG is sent directly to MDL by Registered Post with A.D. from the issuing Bankers in a sealed cover. It helps to avoid the time require for ascertaining the veracity of signatories to the Guarantee and its authentication.

**11. प्रदर्शन बैंक जमानत | PERFORMANCE BANK GUARANTEE:**

The successful bidder shall submit the performance bank guarantee (PBG) for the 10% of the order value (for active components only) excluding Duties and Taxes in the form of DD /Pay Order/ Bank Guarantee in favour of Mazagon Dock Shipbuilders Ltd, Mumbai. In case of Bank Guarantee, BG shall be valid for contractual period of 1 year warranty/support plus additional 4 weeks (for claim Period) from the date of satisfactory commissioning/sign off by MDL.

**Note:**

1. Bank Guarantee must be drawn on as per the list of First Class banks approved by CPPC published on MDL website (Home→ Tenders→Bills/EMD status)

2. In case of BG towards PBG, please ensure that the BG is sent directly to MDL by Registered Post with A.D. from the issuing Bankers in a sealed cover. It helps to avoid the time require for ascertaining the veracity of signatories to the Guarantee and its authentication.

**12.** Bidder shall abide by all Standard Terms And Conditions of Supply (STACS), General Terms & Conditions (GT&C) and Tender Enquiry Form (TEF) Para 1 to 26 of Tender Enquiry, Acceptance formats as per Annexure 2,3 & 4 contained therein should be properly filled by the bidder along with techno-commercial (Part-I) bid. The bidder shall also abide statutory requirements, Official Secret Act 1923 and Safety clause as per Annexure -8.

**12 a)** In case of improper online filling of Acceptance Formats for TEF, GT&C and STACS, it will be construed that all the terms and conditions of the Tender are acceptable to the Bidder.

**13. कर और शुल्क | TAXES & DUTIES:**

The VAT / CST, Octroi Charges, service tax & education cess etc.as applicable shall be clearly indicated. The Item wise rates quoted in the rate sheet should exclude taxes. Bidder should indicate taxes and levies as applicable separately under each of the head in the same rate sheet. Wherever all-inclusive prices are quoted by the tenderer (s) and accepted without bifurcation of tax elements, no escalation shall be considered in respect of any variation in statutory levies arising subsequently in the absence of required base figures.

Supplier / contractor will not be entitled to any increase in rate of taxes occurring during the period of extended delivery completion schedule if there is delay in supplies / completion attributed to him. However if there is a decrease in taxes, the same must be passed on to MDL.

**Note: Any change in tax component/structure due to government regulation during the execution of contract within contractual delivery period the same will be applicable at actual**

***ruling at the time of supply/service/execution (This will however not be applicable in case of extended delivery/completion schedule) of contract after Government Notification.***

#### **14. दंड | PENALTY:**

Vendor shall follow the escalation policy where all CSRs are allocated to the following categories with stated response actions. The work-around offered should not lead to productivity loss to the MDL.

CSR

(Classification - First contact - Response time - Solution and / or Target Response)

Priority - Urgent - 1 working day - Workaround, if available and / or bug-fix within 5 days.

Priority - High - 2 working days - Workaround and/or bug fix within as soon as possible days.

Priority - Medium - 5 working days - Workaround and/or error correction in next major release.

Priority - Low - 30 days -response - Impossible

-Will do as a part of later release

-Will note as idea for major system upgrade

-Willing to do as customer funded

The time limit to solve the problem / provide work-around should not normally exceed 5 working days. However, for more complex problems based on Workaround and/or bugfix, this time limit may be relaxed for maximum period of one calendar month from the date of registration on due deliberations by both parties. Any delay in delivery of the solution beyond one month will incur penalty thereafter of Rs.7,000/- per working day, per affected user licenses of specific modules, or equivalent, capping to maximum 30% of purchase cost of specific module for overall penalties. In case of a major breakdown of the Software System, vendor shall depute expert support personnel within 24 hours, who will install and set to work within 48 hours the Software on a standby server (provided by MDL).

#### **15. सर्विस लेवल अग्रीमेंट / SERVICE LEVEL AGREEMENT (SLA)/EULA:**

If SLA/EULA needs to be signed for this contract, bidder should submit complete SLA/EULA format including all terms & conditions. Price bid opening will be done only after mutual agreement of terms of conditions in SLA/EULA by both the parties.

**Note:** 1. Purchase Order will be the primary document in all respects and SLA/EULA will be part of Purchase Order.

2. SLA|EULA will be signed by HOD (Design) on behalf of Mazagon Dock Shipbuilders Limited.

#### **16. बोलियों में संशोधन | MODIFICATIONS TO THE BIDS:**

Bidder desirous of submitting modified bids prior to the closing date & time may do so by way of modifying their bid online. Also Bidder intending to witness the Tender opening may do so by logging on e-procurement portal with their DSC.

#### **17. निविदा खोलने की प्रक्रिया | TENDER OPENING STAGES:**

The participant bidder can also witness the following activity of the bids online from their location by logging on to the e-portal with their Class-IIIB or Digital Signature Certificate of higher version.

##### **a) Opening of Techno-Commercial Bid (Part – I Bid)**

Techno-Commercial Bid (Part-I Bid) will be opened online on the Tender closing date at the declared time/day (or next working day if the closing date happens to be a holiday declared by MDL) by a team of MDL's Tender Opening Officers.

##### **b) Opening of Price Bid (Part – II Bid)**

After completion of the Techno-Commercial scrutiny of the received bids, intimation for opening of price bid (s) will be communicated only to the Techno-commercially qualified bidder, with the date & time of opening declared in such intimation. Such intimation may be given at a short notice by Fax, Email or even by telephone.

**18. लोक शिकायत कक्ष | PUBLIC GRIEVANCE CELL:**

A Public Grievance Cell headed by GM (Finance) 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 or send their complaints / grievances to him in writing for redressal. His Telephone No. is 23762106 Or Board Line No.23762000/3000/4000.

**19. एमडीएल छुट्टियों पर कार्य | WORKING ON MDL HOLIDAYS:**

Request for permission for working on Saturday / Sunday / holidays if required, should be submitted 3 working days prior to the date of holiday, to Personnel department and Security through concerned Dept.

**20. परिनिर्धारित नुकसान | LIQUIDATED DAMAGES:**

Time is an essence of the contract. Therefore the job, as ordered, should be completed on the dates mutually agreed upon in accordance with the delivery schedule. In cases of delay not attributable to Purchaser beyond the agreed schedule, the Supplier / Contractor shall pay liquidated damages, a sum representing 0.5% (Half per cent) per week or part thereof, subject to maximum of 5% of the final Order / Contract value. Vendor / Contractor (Seller) will also be liable to pay Liquidated Damages for late delivery of Manuals & Documentation as agreed to by Purchaser and Supplier / Contractor (Seller) and as stated in the Purchase Order. The amount of such damages will be clearly defined in the Purchase Order and may extend upto 5% of the Order Value.

**21. गारंटी/वारंटी | GUARANTEE/ WARRANTY:**

All Licenses/Items & its accessories/modules shall have one year onsite comprehensive Warranty & support from the date of issue of Work Completion Certificate by MDL.

During this period, all defects arising out of defective material and faulty workmanship will be rectified by repairing or replacing part or whole material as necessary, free of charge. Any consequential damage/defect or loss of items against this tender due to poor workmanship/poor material quality/negligence etc. attribute to the bidder to be rectified/replaced by the bidder free of cost.

**Note:**

1. During the warranty period, all visits by the firm's technicians, for breakdown/ maintenance work will be on Non-chargeable basis.
2. Defective/faulty Hard Disk of Server/Computers will be retained by MDL as a matter of security.

**22. आदेश मूल्य | ORDER VALUE:**

The order value will be considering overall total prices for all supplies/services items with applicable taxes & levies. **Bidder requested to fill up their rates as per rate sheet strictly.**

In case the quoted Duties, Taxes & Levies in the price bid Part-II, is not found in accordance with the Duties, Taxes and Levies specified in the blanked off rate sheet in Part-I Techno-commercial bid; the total prices quoted in Price bid Part II will be considered for order preparation and the firm has to accept the basic prices derived after considering applicable Duties, Taxes and Levies within the total quoted price in the price bid Part-II. In these cases, the variations in statutory levies are not allowed unless the break-up in respect of taxes and levies is clearly and separately furnished in the bid.

**23. निरीक्षण और कार्य पूर्ती | INSPECTION & WORK COMPLETION.**

All items/licenses supplied as per scope at MDL. Receipt, Inspection shall be done by GRS. Final Work Completion Certificate for execution of entire scope or supply/services as defined in order certified by User Dept in the rank of CM & above on satisfactory completion of work & acceptance by user.

MDL shall carry out necessary inspection of the items on receipt in the MDL on the basis of the documents submitted by suppliers. Any objection raised by MDL inspection team against quality of material or workmanship shall be satisfactorily corrected by the supplier at his expenses including replacement as may be required within shortest possible time within 30 days. Items damaged during transit shall also be rectified or replaced by the supplier free of cost within shortest possible time.

**24. माल पाने वाला | Consignee:**

The successful bidder shall arrange dispatch of goods to Mazagon Dock Shipbuilders Limited, Mazagon, Mumbai-10 on door delivery basis by appropriate Rail/Road/Air transport as per the order to MDL on working days in working Hours in case truck/tempo reaches hour yard beyond working hours same may be retained overnight at your risk & cost. Unloading & Stacking charges at receipt location shall be to bidder account. The supplier shall categorically direct the transporter to deliver the ordered items without insisting for consignee copy of Lorry Receipt (LR).

**25.** MDL reserves the right to consider placement of Order / Contract in part or in full against the tendered quantity or reject any or all tender without assigning any reason.

**27.** MDL shall not be bound by any printed conditions or provisions in the seller's bid forms or acknowledgement of contract, invoices and any other documents which purport to impose any conditions at variance with the tender terms/final negotiated & accepted terms.

We look forward for your active participation in online bidding by offering your most competitive and reasonable offer against this tender.

Yours faithfully,

For माझगांव डॉक शिपबिल्डर्स लिमिटेड  
**MAZAGON DOCK SHIPBUILDERS LIMITED,**

प्रबंधक (सीआईटी- वाणिज्य) | Manager (CIT – C)

संलग्नपत्र १ | Annexure 1 – Rate Sheet Format

संलग्नपत्र २ | Annexure 2 – Standard Terms & Conditions (STACS) with Acceptance Format

संलग्नपत्र ३ | Annexure 3 - General Terms & Conditions (GT&C) with acceptance Format

संलग्नपत्र ४ | Annexure 4 - Tender enquiry terms Acceptance Format

संलग्नपत्र ५ | Annexure 5 - Proforma of Security Deposit Bank Guarantee.

संलग्नपत्र ६ | Annexure 6 - Proforma Bank Guarantee for Performance.

संलग्नपत्र ७ | Annexure 7 – RTGS/NEFT/ECS Format.

संलग्नपत्र ८ | Annexure 8 - Statutory requirements, Official Secret Act 1923 & Safety Clause.

## Annexure -1

## दर पत्रक | Rate Sheet

निविदा क्रमांक | TENDER No: 300000314

Item Sr. No. on Tender	Material / Service Details	Qty* *	UNI T	Basic Rate Rs.	VAT/ CST as applicable in %	Octroi@ 5. 5%, if applicable	Service Tax @ 14.00% as applicable	Total Cost incl. of Taxes & Octroi
100	Procurement of Computational fluid dynamics (CFD) software-STAR CCM+ latest version	1	No					
200	Computational fluid dynamics (CFD) software-STAR- HPC latest version	3	No					
300	Software Maintenance Software shall be maintained for five (5) years. Scope of work will be as per line item 100.	1	AU	-	-	-	-	-
300.10	AMC of STAR-CCM+ Software	5	Yr					
300.20	AMC of STAR-HPC Software	5	Yr					

## टिप्पणी | Note:-

1. Vendor is requested to fill up each and every column as applicable strictly as per Rate Sheet & for technical specification/scope of supplies please refer tender document & Annexure -1.
2. MDL will provide form 'C' for Concessional Sales Tax so bidder can quote taxes accordingly.

\*\* The quantity may be increased /decreased at the time of placement of order as per the terms & condition of the tender & rates quoted in your e-offer.

**STANDARD TERMS AND CONDITIONS (STACS)  
(FOR PURCHASE OF ITEMS)**

**101** The word '**Purchaser**' refers to MAZAGON DOCK SHIPBUILDERS LIMITED, (MDL), a Company registered under the Indian Companies Act, 1913 and it includes its successors or assignees.

**102** The word '**Bidder/Supplier/Contractor**' means the person / firm / Company who undertakes to manufacture and/or supply and/or undertake work of any nature assigned by the Purchaser from time to time and includes its successors or assignees.

**103** The word '**Owner**' means the person or authority with whom MAZAGON DOCK SHIPBUILDERS LIMITED (Purchaser) has contracted to carry out work in relation to which orders are placed by the Purchaser on the **Bidder/Supplier/Contractor** under this contract for supply or manufacture of certain items and would include Department of Defence Production, Ministry of Defence, Government of India, the Indian Navy, the Coast Guard and any other specified authority.

**120 GENERAL**

121. UNLESS OTHERWISE INDICATED SPECIFICALLY BY THE BIDDER / CONTRACTOR IN HIS BID, IT SHALL BE CONSTRUED AS HIS ACCEPTANCE OF ALL THE CONDITIONS MENTIONED IN THIS STACS.

**200 COMMUNICATION & LANGUAGE FOR DOCUMENTATION**

201. Any letter, facsimile message, e-mail intimation or notice sent to the Bidder/Supplier/Contractor at the last known address mentioned in the offer / order shall be deemed to be valid communication for the purpose of the order/contract. Unless stated otherwise by the purchaser, Language for communication & all documentation shall be same, which the Purchaser has used, in the tender enquiry.

**210. PURCHASER'S PROPERTY.**

211. All property (such as materials, drawings, documents etc) issued by the Purchaser or any other individual or firm on behalf of the Purchaser in connection with the contract shall remain confidential, being the property of the Purchaser and the Bidder/Supplier/Contractor shall undertake to return all such property so issued and will be responsible for any or all loss thereof and damage thereto resulting from whatever causes and shall reimburse the Purchaser the full amount of loss and damage.

212. On completion of work in any compartment / location of the purchaser's premises, the Bidder/ Supplier/ Contractor must ensure that the place is left in a reasonably clean state and all scrap is transferred to nearby scrap-bins.

**220. RISK PURCHASE**

221. If the equipment / article / service or any portion thereof be not delivered / performed by the scheduled delivery date / period, any stoppage or discontinuation of ordered supply / awarded contract without written consent by Purchaser or not meeting the required quality standards the Purchaser shall be at liberty, without prejudice to the right of the Purchaser to recover Liquidated Damages / penalty as provided for in these conditions or to any other remedy for breach of contract, to terminate the contract either wholly or to the extent of such default. Amounts advanced or part thereof corresponding to the undelivered supply shall be recoverable from the Contractor / Bidder at the prevailing bank rate of interest.

222. The Purchaser shall also be at liberty to purchase, manufacture or supply from stock as it deems fit, other articles of the same or similar description to make good such default and/or in the event of the contract being terminated, the balance of the articles of the remaining to be delivered there under. Any excess over the purchase price, cost of manufacture or value of any articles supplied from the stock, as the case may be, over the contract price shall be recoverable from the Bidder / Supplier / Contractor.

**230. RECOVERY-ADJUSTMENT PROVISIONS:**

231. Payment made under one order shall not be assigned or adjusted to any other order except to the extent agreed upon in writing by the Purchaser. During the currency of the contract, if any sum of money is payable by the Bidder / Supplier / Contractor the same shall be deducted from any sum then due or thereafter may become due to the Bidder / Supplier /Contractor under the contract or any other contract with the Purchaser.

**240. ADDITIONAL BANK GUARANTEE**

241. In case after opening of price bid of technically cleared firms, it is noted that L-1 firm has quoted very low rates and indicates to withdraw from the tender then EMD shall be forfeited and firm may be given tender holiday including intimation to other PSUs. If the rates quoted are less than MDL estimates by 40% or so and if the difference in rate between L1 and L2 is 30% or more then the firm will have to give additional BG of 20% of the PO value as additional security. Bank charges for this additional BG shall be borne by MDL and reimbursed against proof of payment.

**250. INDEMNIFICATION**

251. The Bidder / Supplier / Contractor, his employees, licencees, agents or Sub-Supplier / Subcontractor, while on site of the Purchaser for the purpose of this contract, indemnifies the Purchaser against direct damage and/or injury to the property and/or the person of the Purchaser or that of Purchaser's employees, agents, Sub-Contractors / Suppliers occurring and to the extent caused by the negligence of the Bidder / Supplier / Contractor, his employees, licensees, agents or Sub-contractor by making good such damages to the property, or compensating personal injury and the total liability for such damages or injury shall be as mutually discussed and agreed to.

**260. TRANSFER OF SUPPLIERS / CONTRACTOR'S RIGHTS:**

261. The Bidder / Supplier / Contractor shall not either wholly or partly sell, transfer, assign or otherwise dispose of the rights, liabilities and obligations under the contract between him and the Purchaser without prior consent of the Purchaser in writing.

**270. SUBCONTRACT & RIGHT OF PURCHASER**

271. The Bidder / Supplier / Contractor under no circumstances undertake or subcontract any work / contract from or to any other Sub-contractor without prior written approval of the Competent Authority of Purchaser. In the event it is found that such practice has been indulged in, the contract is liable to be terminated without notice and the Bidder / Supplier /Contractor is debarred all from future tender enquiries / work orders. However in no circumstances a contractor is permitted to subcontract any part of the contract to the bidder who had quoted for the concerned tender.

**280. PATENT RIGHTS.**

281. The Bidder / Supplier / Contractor shall hold harmless and keep the Purchaser indemnified against all claims arising as a result of infringement of any patent / copy rights on account of manufacture, sale or use of articles covered by the order.

**290. AGENTS/AGENCY COMMISSION:**

291. The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor/stockiest of original manufacturer of the stores 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 recommended to the Buyer or any of its functionaries, whether officially or unofficially , to the award of the Contract / Purchase 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 Contract / Purchase order, the Seller will be liable to refund that amount to the Buyer. The seller will also be debarred from participation in any RFQ/Tender for new projects/program with Buyer 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 event be liable to refund all payments made by the buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and base rate of SBI plus 2% (for Indian Vendors). The Buyer will also have the right to recover any such amount from any contracts concluded earlier with Buyer.

### **300. USE OF UNDUE INFLUENCE / CORRUPT PRACTICES:**

**301.** The Bidder / Supplier / Contractor 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 Purchaser or otherwise in procuring the contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract with the Purchaser for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any their Contract with the Purchaser. Any breach of the aforesaid undertaking by the Bidder / Supplier / Contractor or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder / Supplier / Contractor) or the commission of any offence by the Bidder / Supplier / Contractor or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1980 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall entitle the Purchaser to cancel the contract and all or any other contracts with the Bidder / Contractor / Supplier and recover from the Bidder / Supplier / Contractor the amount of any loss arising from such cancellation. Decision of the Purchaser or his nominee to the effect that a breach of the undertaking has been committed shall be final and binding on the Bidder / Supplier / Contractor.

**302.** The Bidder / Supplier / Contractor shall not offer or agree to give any person in the employment of Purchaser any gift or consideration of any kind as "Inducement" or "reward" for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract/s. Any breach of the aforesaid condition by the Bidder / Supplier / Contractor or any one employed by them or acting on their behalf (whether with or without the knowledge of the Bidder / Supplier / Contractor) or the commission of any offence by the Bidder / Supplier / Contractor or by any one employed by them or acting on their behalf which shall be punishable under the Indian Penal Code 1980 and/or the Prevention of Corruption by Public Servants, shall entitle Purchaser to cancel the contract/s and all or any other contracts and then to recover from the Bidder / Supplier / Contractor the amounts of any loss arising from such contracts' cancellation, including but not limited to imposition of penal damages, forfeiture of Security Deposit, encashment of the Bank Guarantee and refund of the amounts paid by the Purchaser.

**303.** In case, it is found to the satisfaction of the Purchaser that the Bidder / Supplier / Contractor 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 use of undue Influence, the Bidder / Supplier / Contractor, on a specific request of the Purchaser shall provide necessary information / inspection of the relevant financial document / information.

### **310. IMMUNITY OF GOVERNMENT OF INDIA CLAUSE**

311. It is expressly understood and agreed by and between M/s. (Bidder / Supplier / Contractor) and MAZAGON DOCK SHIPBUILDERS LIMITED, Dockyard Road, Mumbai - 400 010 (MDL) is entering into this Agreement solely on its own behalf and not on the behalf of any person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that MDL is an independent legal entity with power and authority to



enter into contracts solely in its own behalf under the applicable of Laws of India and general principles of Contract Law. The (Bidder / Supplier / Contractor) expressly agrees, acknowledges and understands that MDL is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions and commissions, breaches or other wrongs arising out of the contract. Accordingly, (Bidder / Supplier / Contractor) hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue Government of India in any manner, claim, cause of action or thing whatsoever arising of or under this Agreement.

### **320. EXPORT LICENCE**

321. The export licenses that may be required for delivery of the various items/equipment to MDL shall be arranged by the Bidder / Supplier / Contractor from the concerned authorities in their country without any time & cost implications on the Purchaser.

### **330. BANNED OR DE-LISTED CONTRACTORS / SUPPLIERS.**

331. The Bidder / Supplier / Contractor declares that they being Proprietors / Directors / Partners have not been any time individually or collectively blacklisted or banned or delisted by any Government or quasi Government agencies or PSUs. If a bidder's entities as stated above have been blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualifying him.

### **340. DUTY OF PERSONNEL OF SUPPLIER/SUPPLIER**

341. MDL being a Defence Public Sector Undertaking, Bidder / Supplier / Contractor undertakes that their personnel deployed in connection with the entrusted work will not indulge in any activities other than the duties assigned to them.

### **350. DISPUTE RESOLUTION MECHANISM AND ARBITRATION**

#### **351. DISPUTE RESOLUTION MECHANISM (DRM)**

i) Any dispute/differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations.

ii) In case of non-settlement by (i) above, if at any time, before, during or after the contract period any unsettled claim, dispute or difference arose between the parties, upon or in relation to or in connection with or in any way touching or concerning this tender/agreement/order/contract, the same shall be referred to the concerned Functional Director. The Functional Director shall then nominate an Executive of the rank of General Manager whom he thinks fit and competent or a Committee of Executives who/which shall then scrutinise the claims/disputes that have been referred to the concerned functional Director and make efforts for amicable settlements by mutual discussions/negotiations.

iii) In case no amicable settlement is arrived by (ii) above within a period of three months, then the contractor shall approach Public Grievance Cell and address the disputes as per the provisions made under the relevant clause of the contract.

iv) In case the issues/disputes do not get settled within a period of six months from the date of submission of the dispute to the Grievance Cell, then the contractor may invoke Arbitration Clause of the contract.

#### **352. ARBITRATION.**

Unresolved disputes/differences, if any, shall then be settled by arbitration. The Arbitration proceedings shall be conducted at Mumbai, India, in English Language, under the Arbitration & Conciliation Act, 1996. MDL prefers to have arbitration through Institutes such as Indian Council of Arbitration (ICA)/ICA-DR, with the mutual consent of the parties.

**353.** In case of unresolved difference/dispute between the Purchaser and Supplier, being Central Public Sector Enterprises/Central Govt. departments, the disputes shall be resolved firstly through mutual discussion or through the empowered agencies of the Govt. or through

arbitration by reference by either party to the department of Public Enterprises, as per extant guidelines. If disputes/differences remain unresolved/unexecuted, the same shall be referred first to the Cabinet Secretariat and then, if necessary to the PMO.

**354.** Any changes to arbitration clause must be vetted by HOD (Legal) before incorporation in contract/PO.

### 360. JURISDICTION OF COURTS

361. All contracts shall be deemed to have been wholly made in Mumbai and all claims there under are payable in Mumbai City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be instituted in any Court other than that situated in Mumbai City, Maharashtra State, India i.e. courts in Mumbai shall alone have jurisdiction to decide upon any dispute arising out of or in respect of the contract.

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### STACS ACCEPTANCE FORMAT

To,  
MAZAGON DOCK SHIPBUILDERS LIMITED  
IT PURCHASE SECTION.

TENDER ENQUIRY No. 300000314

STACS CLAUSE No.	BIDDER'S REMARK	STACS CLAUSE No.	BIDDER'S REMARK	STACS CLAUSE No.	BIDDER'S REMARK
	ACC./ DEV		ACC./ DEV		ACC./ DEV
101		231		303	
102		241	NA	311	
103		251		321	
121		261		331	
201		271		341	
211		281		351	
212		291		352	
221		301		361	
222		302			

COMPANY'S NAME & ADDRESS :

\_\_\_\_\_

DATE :

\_\_\_\_\_

DESIGNATION :

\_\_\_\_\_

SIGNATURE:

NAME:

BIDDER'S COMPANY SEAL:

#### NOTES :

- Bidder(s) should carefully read the Standard Terms & Conditions (STACS) included in the tender prior to filling up this acceptance format..
- This format should be properly filled, signed and returned by the bidder(s) alongwith their technical offer for considering their Bid.
- Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
- Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
- STACS clause numbers shown in the above format also includes the sub-clauses under these clauses. For example 220 means – clause nos. 220, 221, 222.

\*\*\*\*\*

**GENERAL TERMS & CONDITIONS (GT&C) FOR ITEMS & SERVICES  
(EXCLUDING CIVIL WORKS)****A10. BLANK****A20. SECURITY DEPOSIT.**

A21. The successful bidder shall submit a Security Deposit @ 5 % of the contract / order value (excluding taxes, duties, freight, service component) of the Order in the form of Demand Draft / Bank Guarantee in the prescribed format in favour of Purchaser within 25 days from date of Contract. The Security Deposit will be returned only after the successful execution of the order / contract. Refund of Security Deposit whenever considered admissible by the Purchaser, shall be without interest only.

**A30. FORFEITURE OF EMD / BID BOND.**

A31. In cases of withdrawal of bid during validity period or during any extension granted thereof, non acceptance of agreed conditions of Technical and or Commercial and or Price Negotiations, non-submission of the security deposit and / or non-acceptance of the order the EMD or bid security will be forfeited or encashed as the case may be.

**A40. FORFEITURE OF SECURITY DEPOSIT.**

A41. Non-performance of agreed terms and or default/breach by Bidder/Supplier/Contractor will result in forfeiture of security deposit with application of risk purchase provisions as felt appropriate by the Purchaser.

**A50. FORFEITURE OF PERFORMANCE GUARANTEE**

A51. In the event of Bidder/Supplier/Contractor failure to attend the Guarantee defects within a reasonable period of time, the Performance Bank Guarantee will be encashed by the Purchaser. The Purchaser's decision shall be final and binding on Bidder/Supplier/Contractor in this regard.

**A60. SUPPLIES**

A61. The equipment / products / items / Services to be supplied shall be strictly in accordance with the Drawings / Specifications / Requirements indicated in the Tender Enquiry / Order with deviations, if any, as mutually accepted.

**A70. PROGRESS REPORTING & MONITORING**

A71. Where so stipulated in the order, the Bidder / Supplier / Contractor shall render such reports from time to time as regards the progress of the contract and in such a form as may be called for by the Purchaser.

**A80. CANCELLATION OF ORDER**

**A81.** The Purchaser reserves the right to cancel an order forthwith without any financial implications on either side, if on completion of 50% of the scheduled delivery/Completion period the progress of manufacture/Supply is not to the satisfaction of Purchaser and failure on the part of the Bidder/Supplier /Contractor to comply with the delivery schedule is inevitable. In such an event the Bidder/Supplier /Contractor shall repay all the advances together with interest at prevailing bank rates from the date of receipt of such advances till date of repayment. The title of any property delivered to Purchaser will be reverted to the Bidder/Supplier/Contractor at his cost.

**A82.** In case of breach / non-compliance of any of the agreed terms & conditions of order /contract. MDL reserves the right to recover consequential damages from the Supplier /contractor on account of such premature termination of contract.

**A83.** In case of delay beyond agreed period for liquidated damages or 10weeks from contractual delivery period whichever is earlier, MDL reserves the right to cancel the order and procure the order items / services from any available source at MDL's option & discretion and entirely at your risk and cost. Extra expenditure incurred by MDL in doing will be recoverable from Bidder/Supplier/Contractor.

#### **A90. PRESERVATION AND MAINTENANCE**

**A91.** Should any material require any preservation till its final installation/fitment, the detailed procedure (Long term & short term) for the same as also the time of interval after which the state of preservation needs to be reviewed is to be stated by the Bidder/Supplier/Contractor.

**A92.** Further the de-preservation prior to the material/equipment being commissioned and the maintenance procedure together with its periodicity is also to be indicated by the Bidder / Supplier / Contractor.

**A93.** The Bidder / Supplier / Contractor in their offer must confirm that indigenous oil; lubricants and preservatives, etc. can be used in the equipment. The bidder must also give assurance that the equipment performance will not be downgraded by use of indigenous equivalents

#### **A100. FREIGHT AND INSURANCE.**

**A101.** For Indigenous Bidder. In cases where the offers are for 'Door Delivery to Purchaser,' transit freight & Insurance charges shall be borne by the Bidder / Supplier / Contractor. In other agreed cases of Ex-works / Ex-Transporter's warehouse or Railway godown offers, the Bidder / Supplier / Contractor on dispatch, shall give details of materials with dispatch particulars and their value in time to Purchaser's Insurance Company on the contact details as provided in the order. In such agreed cases, the freight & insurance charges will be paid by the purchaser directly to the parties concerned.

**A102.** For Foreign Bidder.

For overseas supplies on FOB port of dispatch basis, Transit Insurance shall be arranged by the Purchaser. The Bidder / Supplier / Contractor shall immediately on despatch of the items, inform all relevant details of despatch such as Order number, Bill of Lading/AWB number, number of packages, value of consignment, invoice number in time directly to Purchaser's Insurance Company & Purchaser on the contact details as provided in the order. In such agreed cases, the freight & insurance charges will be paid by the purchaser directly to the parties concerned.

#### **A110. TAXES & DUTIES / STATUTORY LEVIES.**

**A111.** Taxes and duties applicable, if any, shall be regularized by MDL by issuing necessary exemption certificates in respect of procurement for Defence Projects. Bidder shall indicate separately the taxes and duties applicable in their offer. When the items qualify for exemption partly/fully but the supplier did not avail of the same, the amount of taxes and duties on such supplies shall be to supplier's account. In cases where exemption certificates are not issued for any reason, taxes shall be paid as indicated in the Purchase Order/Contract. Tax deduction at source will be effected wherever applicable (e.g. TDS under Income tax Act, TDS on Works Contract under MVAT Act etc.) from the bills of the Supplier as per statutes. Octroi duty exemption certificate issued by Customer's representative will be provided on Supplier's written intimation with relevant details regarding readiness of items for dispatch. Where payment of Octroi duty is agreed to and stipulated in the Purchase Order / Contract, the same will be reimbursed by Purchaser at actual after receipt of Supplier's bills along with 'Original Octroi paid money receipt' and copy of Form 'B'. Octroi receipts are to be drawn/issued in the name of 'MAZAGON DOCK SHIPBUILDERS LIMITED' only. Similarly where payment of Custom duty is agreed to and stipulated in the Purchase Order / Contract, the same will be paid by the Purchaser on receipt of supplier's bills along with Custom Certified Duty Paid Challan-Money Receipt in original or carbon copy as relevant. These Challans/ Receipts, Bill of Entry are to be drawn/ issued in the name of 'MAZAGON DOCK SHIPBUILDERS LIMITED' only. Where payment of VAT is agreed to and stipulated in the Purchase Order / Contract, the same will be paid by the Purchaser. on the basis

of Suppliers' TAX INVOICE wherein the VAT TIN Number and declaration in accordance with the provisions of Maharashtra Value Added Tax Act, 2002, is indicated in the Invoice and where payment of Central Sales Tax (CST) is agreed to, the Supplier will be paid CST on the basis of the Invoice indicating particulars of his CST Registration Number and such Invoice should also indicate the VAT TIN Number and CST Number of the Purchaser. Where Central Excise Duty is agreed to be paid by the Purchaser in the Purchase Order/Contract, the Suppliers will be paid Excise Duty claimed in the Invoice on the basis of Central Excise Invoice issued as per Rule 11 indicating the ECC/Excise Registration number to be enclosed along with Commercial Invoice/Tax Invoice. In the case of payment of Service Tax agreed to as per purchase order/contract, the same will be paid on the basis of Tax Invoice indicating the Service Tax Registration number and the category of service for which the contractor/Vendor is registered with the Service Tax Department. A copy of the Service Tax Registration certification will be submitted by the contractor/Vendor as a onetime requirement in support of the Registration number indicated in the Invoices. Based on requirement, the Vendor/contractor may be called upon to produce evidence of validity of the Service Tax Registration at any point of time during the currency of the contract.

#### **A120. DEMURRAGE**

**A121.** Storage and Demurrage charges will be payable by the Bidder / Supplier / Contractor for all shipments that reach purchaser without proper despatch documentations, Lorry Receipts not accompanied by packing lists, invoices etc. The Supplier shall be responsible for fines due to errors or omissions in description, weight or measurements and for increased handling charges due to improper packing.

#### **A130. # INSPECTION, TESTING.**

**A131.** The ordered items will be inspected either by Classification Society / Nominated Agency and or by Inspection Executive nominated by Purchaser at stages defined in the tender / Purchase Order or as agreed to be defined subsequently in terms of the Purchase Order.

**A132** The decision of the Inspecting Authority or their representatives, as the case may be, on any question of the intent, meaning and the scope of Specifications / Standards shall be final, conclusive and binding on the Bidder/ Supplier / Contractor.

**A133.** The Bidder / Supplier / Contractor shall accord all facilities to Purchaser's Inspectors / Nominated Agency to carry out Inspection / Testing during course of manufacture / final testing.

#### **A140. RECEIPT INSPECTION BY MDL.**

A141. MDL shall carry out necessary inspection of the items on receipt, on the basis of an appropriate quality assurance system and inspection system requirements along with representative of the Owner. Any objection raised by MDL Quality Control Team against quality of materials or workmanship shall be satisfactorily corrected by the Contractor at his expense including replacement as may be required within shortest possible time within 30 days. Items damaged during transit shall also be rectified/replaced by the Contractor within shortest possible time, payment for which shall be made at mutually agreed rates.

#### **A150. REJECTION OF MATERIALS.**

A151. Should the articles, or any portion thereof of the equipment be found defective / rejected, the Bidder / Supplier / Contractor shall collect the same from the Purchaser's Stores, all incidental charges being borne by him (inclusive of Custom duty, if payable), within 30 days from the date of intimation to the Bidder / Supplier / Contractor of such rejection. The Purchaser reserves the right to dispose off the rejected items at the end of a total period of 90 days in any manner to the best advantage to the Purchaser and recover storage charges and any consequential damages, from sale proceeds of such disposal.

#### **A160. # TECHNOLOGICAL DEVELOPMENTS / MODIFICATIONS**

**A161.** The Bidder / Supplier / Contractor shall unconditionally and free of cost to the Purchaser transfer information on technological developments / innovations / modifications which the

Bidder / Supplier / Contractor would evolve in future (within 3 years) in relation to the supplied equipment. To enable this, the Purchaser's address shall be added to the Bidder / Supplier / Contractor's mailing list or database or any other document maintained for dissemination of product information and the Purchaser shall be informed of the action taken in this regard. If such improvements / modifications are brought in by the Bidder / Supplier / Contractor's Design Department in the course of manufacture of equipment ordered by the Purchaser, the Bidder / Supplier / Contractor shall incorporate such improved versions in the equipment without any extra cost to the Purchaser under Purchaser's prior consent.

**A162.** If the Purchaser be desirous of getting incorporated all post supply modifications /improvements arising out of technological developments to the original equipment supplied by the Bidder / Supplier / Contractor, the Bidder / Supplier / Contractor, shall quote for and carry out all such modifications to the equipment.

**A163.** Where the whole or a portion of the equipment has been specifically developed by the Bidder / Supplier / Contractor for the Owner and the latter would through the Purchaser be bearing the entire or part of the development cost incurred by the Bidder / Supplier / Contractor, the design rights for the whole or portion thereof, of the equipment as appropriate, shall vest in the Owners.

**A164.** Prior approval of the Owner should be obtained before similar articles are sold /supplied to any other party other than the Owner. If such approval is given and sale is effected, the Bidder / Supplier / Contractor shall pay to the Owner royalty at the rate mutually agreed to.

**A165.** The Sub-contractor / Supplier / Supplier shall continue to support the equipment for a minimum period of 25 years from the date of supply by making available spare parts and assemblies of the equipment supplied. Should the Sub-contractor / Supplier / Supplier decides to discontinue the product, for any reason whatsoever, adequate notice shall be given to the Purchaser / Owner to enable procurement of the requisite lifetime spares.

#### **A170 PURCHASER'S RIGHT TO ACCEPT ANY BID, PART OF BID AND TO REJECT ANY OR ALL BIDS.**

**171.** The Purchaser reserves the right to accept and or reject any or all tenders and or to withdraw the tender in toto and or award the contract / order in full or part to more than one Supplier / contractor without assigning any reason whatsoever and without thereby incurring any liability to the affected Bidder or Bidder or any obligations to inform the affected Bidder or Bidder of the grounds for MDL action.

#### **A180. # BANK GUARANTEE / INSURANCE COVER FOR FREE ISSUE MATERIAL**

**A181.** The Bidder / Supplier / Contractor shall furnish Bank Guarantee / insurance Cover equivalent to the value of materials supplied by MDL free of cost valid up to the execution of the contract / delivery of material, inspected / accepted and receipt at MDL together with the material reconciliation statement whichever is later.

#### **A190 BIDDER'S RESPONSE IN CASE OF NO PARTICIPATION**

**A191** The Sub-contractor / Supplier / Supplier shall inform the Purchaser in advance in case he is unable to participate in the tender for whatsoever reason. Failure to comply with this will be viewed seriously and consecutive three failures on the part of Sub-contractor / Supplier / Supplier to do so is liable for disqualification / debarring of the Sub-contractor / Supplier / Supplier from all future tender enquiries and or delisting from the list of 'Approved Registered Suppliers.

#### **A200. # FACILITY PROVISION (Applicable only for Services)**

**A201.** The Purchaser would consider providing facilities like - compressed air at one point, crange facility for handling heavy loads for lowering onto the ship and water intended for use by the Contractor / Bidder for execution of contract for working within the Purchaser's premises at no extra cost to the Contractor / Bidder. Industrial gases, electrical power, office space / RU store facility may be provided at one point only if possible and available and on chargeable basis if so desired by the Contractor / Bidder. The contractor / Bidder shall make his own

arrangements for fixing necessary fittings, wires, welding machines, transformer, etc for power, connecting lines, storage etc for water and necessary fittings, pipes, breaker, hoses etc for compressed air.

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**ACCEPTANCE FORM FOR GENERAL TERMS AND CONDITIONS**

To,  
MAZAGON DOCK SHIPBUILDERS LIMITED  
PURCHASE DEPARTMENT.  
**TENDER ENQUIRY No.** 300000314

TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK
	ACC. / DEV.		ACC. / DEV.		ACC. / DEV.
A21		A93	NA	A162	
A31	NA	A101		A163	
A41		A102	NA	A164	NA
A51		A111		A165	
A61		A121	NA	A171	
A71		A131	NA	A181	NA
A81		A132	NA	A191	
A82		A133	NA	A201	NA
A83		A141			
A91	NA	A151			
A92	NA	A161			

COMPANY'S NAME & ADDRESS :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE :

DATE :  
NAME :  
DESIGNATION :  
BIDDER'S COMPANY SEAL:

**NOTES:**

- Bidder should carefully read the Terms & Conditions of the Tender Enquiry Form (GT&C) prior to filling up this acceptance format..
- This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
- Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
- Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
- Clause numbers shown in the above format also includes the sub-clauses under these clauses.  
For example Clause no. A10 means – Clause nos. A11, A12, A13.

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**ANNEXURE – 4****TEF ACCEPTANCE FORMAT**

To,  
MAZAGON DOCK SHIPBUILDERS LIMITED  
PURCHASE DEPARTMENT.

**TENDER ENQUIRY No. 300000314**

TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK
	ACC. / DEV.		ACC. / DEV.		ACC. / DEV.
1		11		20	
2		12		21	
3		13		22	
4		14		23	
5		15		24	
6		16		25	
7		16		26	
8		17			
9		18			
10		19			

COMPANY'S NAME & ADDRESS :

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNATURE :

DATE :

NAME :

DESIGNATION :

BIDDER'S COMPANY SEAL:

**NOTES :**

- Bidder should carefully read the Terms & Conditions of the Tender Enquiry Form (TEF) prior to filling up this acceptance format.
- This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
- Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
- Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
- Clause numbers shown in the above format also includes the sub-clauses under these clauses.  
For example Clause no. 3 means – Clause nos. 3, 3.1, 3.2 a), b), I), ii) & iii).



**ANNEXURE – 5****PROFORMA BANK GUARANTEE FOR SECURITY DEPOSIT**

(ILLUSTRATIVE FORMAT)

*(On Non-Judicial stamp paper of value Rs 100. However, the value of stamp paper to be confirmed from Legal Dept, MDL.)*

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Purchaser" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers ..... a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at ..... (hereinafter called " the Contractor/ Supplier" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for the supply , delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order and the Purchaser having agreed with the Contractor/Supplier to accept a Bank Guarantee in lieu of Security Deposit payable under the said order for the fulfillment and performance of the said order, We, ..... Bank having office at ..... (hereinafter referred to as "the Bank" which expression shall includes its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Rs..... (Rupees.....Only) being 5% of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non performance and non-fulfillment or for any breach on the part of the Contractor /Supplier of any of the terms and conditions of the said order.

2. We, ..... Bank further agree that the Purchaser shall be sole judge whether the said Contractor/Supplier has failed to perform or fulfill the said order in terms thereof or committed breach of any terms and conditions of the order and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Purchaser on account thereof and we waive in the favour of the Purchaser all the rights and defences to which we as guarantors may be entitled to.

3. We, ..... Bank further agree that the amount demanded by the Purchaser as such shall be final and binding on the Bank as to the Bank 's liability to pay and the amount demanded and the Bank undertake to pay the Purchaser the amount so demanded on first demand and without any demur notwithstanding any dispute raised by the Contractor/Supplier or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this guarantee being absolute and unconditional.

4. We, ..... Bank further agree with the Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said order/or to extend time of performance by the Supplier from time to time or to postpone for any time to time any of the powers exercisable by the Purchaser against the Contractor/ Supplier and to forbear to enforce any of the terms and conditions relating to the order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractor/ Supplier or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the Contractor/Supplier or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.

5. We, ..... Bank further undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser in writing.

6. We, ..... Bank also agree that the Bank's liability under this guarantee shall not be affected by any change in the constitution of the Contractor / Supplier or dissolution or winding up of the business of the

7. Notwithstanding anything contained herein above:

- i) Our liability under this guarantee shall not exceed Rs.....
- ii) This Bank Guarantee shall be valid upto and including .....; and
- iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before .....(validity + --- weeks from the date of expiry of this guarantee).

8. This Guarantee shall be governed by Indian laws and the Courts at Mumbai, India shall have the exclusive jurisdiction.

IN WITNESS WHEREOF the Bank has executed this document on this..... day of .....

For ..... Bank (by its constituted attorney)  
(Signature of a person authorized to sign on behalf of "the Bank")

**NOTE :-**

- 1. Indigenous supplier or Foreign Supplier through Indian Bank to submit BG.
- 2. If foreign supplier submits BG through Foreign Bank the same should be submitted by SWIFT. MDL Bank SWIFT A/c. No. is SBININBB101.
- 4. If BG is not received directly from Bank then MDL shall get the Bank Guarantee verified and only on confirmation of verification the Bank Guarantee shall be considered as submitted. Expenses for BG verification shall be borne by MDL.

**ANNEXURE – 6****PROFORMA BANK GUARANTEE FOR PERFORMANCE****(ILLUSTRATIVE FORMAT)**

*(On Non-Judicial stamp paper of value Rs. 100. However, the value of stamp paper to be confirmed from Legal Dept, MDL)*

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Purchaser" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers..... a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its Registered office at ..... (hereinafter called the Contractor/ Supplier which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated ..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for the supply , delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order and the Purchaser having agreed that the Contractor / Supplier shall furnish a security for the performance of the Contractor's / Supplier's obligations and/or discharge of the Contractor's / Supplier's liability in connection with the said order and the Purchaser having agreed with the Contractor/Supplier to accept a performance guarantee, We, ..... Bank having office at ..... (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Rs..... Rupees ..... only) being 10% of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non-performance and non-fulfilment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.

2. We, ..... Bank further agree that the Purchaser shall be sole judge whether the said Contractor/Supplier has failed to perform or fulfil the said order in terms thereof or committed breach of any

terms and conditions of the order and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Purchaser on account thereof and we waive in the favour of

the Purchaser all the rights and defences to which we as guarantors may be entitled to.

3. We, ..... Bank further agree that the amount demanded by the Purchaser as such shall be

final and binding on the Bank as to the Bank 's liability to pay and the amount demanded and the Bank undertake to pay the Purchaser the amount so demanded on first demand and without any demur notwithstanding any dispute raised by the Contractor/Supplier or any suit or other legal proceedings including

arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this guarantee

being absolute and unconditional.

4. We, ..... Bank further agree with the Purchaser that the Purchaser shall have the fullest

liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the

terms and conditions of the said order/or to extend time of performance by the Supplier from time to time or to postpone for any time to time any of the powers exercisable by the Purchaser against the Contractor / Supplier and to forbear to enforce any of the terms and conditions relating to the order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractor/ Supplier or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the Contractor/Supplier or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.

5. We, ..... Bank further undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser in writing.

6. We, ..... Bank also agree that the Bank's liability under this guarantee shall not be affected by any change in the constitution of the Contractor / Supplier or dissolution .....

7. Notwithstanding anything contained herein above:

i) Our liability under this guarantee shall not exceed Rs.....

ii) This Bank Guarantee shall be valid upto and including .....; and

iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if

you serve upon us a written claim or demand on or before ..... (validity + ---weeks from the date of expiry of this guarantee).

8. This Guarantee shall be governed by Indian laws and the Courts at Mumbai, India shall have the exclusive jurisdiction.

IN WITNESS WHEREOF the Bank has executed this document on this..... day of .....

For ..... Bank (by its constituted attorney)  
(Signature of a person authorized to sign on behalf of "the Bank")

**NOTE:-**

1. Indigenous supplier or Foreign Supplier through Indian Bank to submit BG.
2. If foreign supplier submits BG through Foreign Bank the same should be submitted by SWIFT. MDL Bank SWIFT A/c. No. is SBININBB101.
- 3.If BG is not received directly from Bank then MDL shall get the Bank Guarantee verified and only on confirmation of verification the Bank Guarantee shall be considered as submitted. Expenses for BG verification shall be borne by MDL.

**RTGS/NEFT – MANDATE AUTHORISATION FORM**

**1. Supplier's / Vendor's Name:**

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**2. Supplier's / Vendor's Name as per Bank Records:**

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**3A. Supplier's Code**

--	--	--	--	--	--	--	--	--

**3B. Supplier's PAN Number: #**

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

# Quoting PAN No. in all the e-returns has become 100% mandatory w.e.f. 14-02-2008 hence, ensure to fill- up this and also send a photocopy of PAN duly self-attested. If there is any difference between the name given in the supplier's name and name given in the PAN card, then a note to explain the reason for the difference and the correlation between both.

**4. Supplier's / Vendor's Complete Postal Address:**

Door No.		Street:	
Location		District	
:		:	
City:		State	PIN

**5. Supplier's / Vendor's E-mail ID:**

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**6. Supplier's / Vendor's Telephone Number & Mobile Phone Number:**

	<b>M</b>	
--	----------	--

**7. Name of the Bank:**

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**8. Bank (Branch) Postal Address:**


**9. RTGS\*/NEFT\*\* - Code of the Branch:**

RTGS:		
NEFT:		

RTGS\* - "Real Time Gross Settlement", NEFT\*\* - "National Electronic Fund Transfer". These "IFSC" Codes are unique numbers of each Branch – "Indian Financial Services Code". For some Branches both the codes are the same and some Banks, may maintain one Code No. for RTGS and another Code No. for NEFT. Hence, please fill-up both the rows, even if it is the same.

**10. Nature of the Account: (Tick whichever is applicable & put 'x' mark for the balance two accounts)**

Saving Bank Account:		Cash Credit Account:		Current Account:	
----------------------	--	----------------------	--	------------------	--

**11. Bank Account Number of the Supplier: ©**

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

© Fill up from the 1<sup>st</sup> column. For the balance left out blank columns, please mention 'x' mark.

We hereby declare that the particulars given above are correct and complete. If the transaction is delayed for reasons of incomplete or incorrect information, we would not hold MDL responsible.

**12. MICR code:**

**Date:** \_\_\_\_\_ **Supplier's Seal:** \_\_\_\_\_ **Authorized Signature of the Supplier:** \_\_\_\_\_

**Certified that the particulars as per Serial Numbers 2, 7 to 11 are correct as per our records.**

**Date:** \_\_\_\_\_ **Bank's Stamp** \_\_\_\_\_ **Authorized Signature of the Officer of the Bank.** \_\_\_\_\_

**MAZAGON DOCK SHIPBUILDERS LIMITED  
DOCKYARD ROAD,  
MUMBAI – 400 010**

**ECS – FORMAT**

BIDDER’S NAME :

ADDRESS :

VENDOR REGN. CODE NO. WITH MDL :

BIDDER’S BANK NAME :

BANK BRANCH ADDRESS :

BANK ACCOUNT NO. :

NATURE OF ACCOUNT :

SAVINGS	CURRENT	OTHERS*	*give details
---------	---------	---------	---------------

NAME OF BANK :

MICR NO. (9 DIGITS) FOR PAYMENT :

BIDDER’S PAN NO. :

NOTE : (A) ENCLOSE BANK’S VERIFICATION OF A/C. DETAILS AS PEFORMAT APPENDED BELOW.  
(ENCLOSE ONE COPY OF RELEVANT CHEQUE LEAF DULY CANCELLED.)

We hereby authorize MAZAGON DOCK SHIPBUILDERS LIMITED to make all due payments through ECS by effecting credit in our above mentioned bank account.

We, hereby, declare that particulars given above are correct and complete. If the transaction is delayed or not effected at all for reason of incomplete or incorrect information, we would not hold the user **institution responsible.**

**Date AUTHORIZED SIGNATORY OF THE BIDDER**

**Certified that the particulars furnished above are correct as per our records.**

BANK’S STAMP

**Date**

**SIGNATURE OF THE AUTHORIZED OFFICIAL OF THE BANK**

\*\*\*\*\*

**Annexure - 8****EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923****SECTION 2(B) ; "PROHIBITED PLACE"**

It is defined as the place of any work of Defence Dockyard and other so belonging or occupied and used for the purpose of building, repairing, making or storing any ammunitions of war.

For the purpose of the above definition, sketch includes any photograph or other mode of representing any place or thing.

**SECTION 3 : "PENALTIES FOR SPYING"**

If any per unlawfully -

- a) approaches, inspects, passes over or is in the vicinity of any clear place; or
- b) make any sketches intended to be directly or indirectly useful to an enemy ; or
- c) obtains, collects, records or communicates to any other person any secret official code shall be liable for imprisonment of 14 years in case of Defence Installation.

**SECTION 4 : "COMMUNICATION WITH FOREIGN AGENTS"**

If any person has been in communication with or attempted to communicate with foreign agents regarding the vital information of any "PROHIBITED PLACE" would be guilty of violating the provisions of this Act.

**SECTION 5 : "WRONGFUL COMMUNICATION OF INFORMATION"**

If any person having in his possession or control any official document;

- a) Willfully communicates to any person, other than a person, who is authorized to communicate it.
  - b) Used the information in his possession for the benefit of any foreign power.
  - c) Retain in his possession when he has no power to retain it
  - d) Fails to take reasonable care of it.
- Shall be guilty of an offence under this Act.

**SECTION 6 : "UNAUTHORISED USE OF UNIFORMS"**

If any person for the purpose of gaining admission or of assisting any other person to gain admission to a "PROHIBITED PLACE" wears uniforms without lawful authority shall be guilty of offence under this Section.

**SECTION 7 : "INTERFERING WITH OFFICERS OF POLICE"**

No person in the vicinity of any "PROHIBITED PLACE" shall abstract any Police Officer engaged on guard, sentry or similar duty. If any person move in the provisions of this section, shall be punishable with imprisonment, which may extend up to 3 years.

**SECTION 8 : "DUTY OF GIVING INFORMATION"**

It shall be duty of every person to give on demand to a superintendent of Police or any other Police Officer not below the rank of Inspector, any information in his power relating to an offence under this Act.

If any person fails to give such information, shall be punishable with imprisonment to 3 years or fine or with both.

**SECTION 9 : "INCITEMENT"**

Any person who attempts to commit or debate the commission of an offence under this Act shall be punishable with the same punishment and be liable to be proceeded against in the same manner as if he had committed such offence.



**SECTION 10 : "PENALTY FOR HARBOURING SPIES"**

If any person whom he knows or has reasonable grounds for supposing to be person who is about to commit or who has committed offence under this Act shall be guilty of offence under this Section.

**SECTION 11 : "SEARCH WARRANTS"**

If a presidency Magistrate, Magistrate First Class or Sub-Divisional magistrate is satisfied with the information that there is reasonable ground for suspecting that an offence under this Act has been or is about to be committed, he may grant search warrant to any Police Officer to enter at any time any premises to force to search premises or the places.

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