



PART A OF TENDER ENQUIRY NO. 2000006547
Two Bid Press, Web & e-Tender
(Tender for Indigenized Material)

This tender to be filled through E-tendering only. Tender is available on our e procurement <http://eprocaremdl.nic.in> .If offer received other than e-procurement/e-tendering, the same will not be considered.

Tender Fee: Nil
EMD: Rs. 4,20,000/- (Rs. Four Lakh Twenty Thousand Only).

Mazagon Dock Shipbuilders
Limited
(Formally Known As Mazagon
Dock Limited)

Dockyard Road, Mumbai-4000010

DEPARTMENT - MATERIAL
PURCHASE

Phone: 2376 3247/55, Fax: 2373 8151

Website :- www.mazdock.com

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TENDER ENQUIRY IN TWO BID SYSTEM

TENDER NO.	2000006547
TENDER DATE	27.04.2017
TENDER DUE DATE & TIME	01.06.2017 AT 1400 HRS
TENDER OPENING DATE & TIME	01.06.2017 AT 1500 HRS

(TENDER ENQUIRY FORM (TEF)) Issue of Tender Enquiry Document: The Tender Enquiry can be downloaded from our website: <http://eprocaremdl.nic.in> / www.mazdock.com

1. **Mazagon Dock Shipbuilders Limited (MDL)** invites **on line competitive bids** from Bidders / Vendors in **Two Bid System (Techno Commercial Bid and Price Bid)** through MDL's e-procurement portal <http://eprocaremdl.nic.in> for the **SUPPLY OF MS MATERIAL (VIZ. PLATES, FLAT BARS, GALVANISED SHEET, SQUARE BAR) FOR NAVAL PROJECT as per tender enquiry.**

Note :- Provision for reservation to MSE vendors: Techno-commercial Qualified MSEs bidders will be considered for the supply of 20% of requirement in case of emerged L1 bidder is other than MSEs and MSEs bidder/s quoted prices are in the bracket of L1+15% and agree to match with L1 prices. 4% out of 20% will be awarded to MSEs owned by SC/STs under the above criteria for reservation of quantity for award to MSE vendors.

Note :- Waiver for submission of prequalification documents for Start Up firms Start Up firms are having waiver for prequalification criteria except to the submission of Valid Shop and Establishment Registration Certificate from local body for conducting business or Valid Factory License for Manufacturer. However they can submit the PO copies & turnover details if available towards their experience

2. Instructions to the Bidder for uploading the Techno-Commercial Bid and filling the Price Bid through MDL's E-Procurement Portal:

2.1 **Submission of bids against e-Tenders** :- The offers are to be submitted online on the e-Procurement website by submitting the bid in Electronic Format only on MDL's e-Procurement Portal (<http://eprocaremdl.nic.in>). **Official service provider for the website is NIC.** Their email id is eproc-support@gov.in & Office Ph. No.: 0120-4200462, 0120-4001002.

The prices/quotes & a few declarations shall have to be entered by the bidder online in the Tender's entry forms & other bid documents' scanned/soft copies shall have to be uploaded as part of the bid. All bids should be digitally signed using DSC (as explained below).

- 2.2 To be able to participate in e-Tender (s), every bidder must register themselves on the ASP's website (*registration is free of cost*) & must possess a legally valid Class-IIB 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. Some of the known sources are listed below:
MTNL (b) TCS (c) SIFY.
- 2.3 It is mandatory to upload the complete techno-commercial offer along with the price bid through e-procurement.
- 2.4 Price bids shall strictly be uploaded in allotted place in the tender, available in e-procurement so that it remains secured encrypted unreadable in the system
- 2.5 In no circumstances the price bids shall be forwarded or uploaded in any other form.
- 2.6 Offers received with price bids in open condition shall not be considered
- 2.7 Entire responsibility of the uploading of the complete techno-commercial bid along with the price bid shall be that of the bidder
- 2.8 No request / complaint shall be entertained after the due date/time of the tender.
- 2.9 Non availability of any of the prerequisites or last minute calls seeking clarifications / projecting problems shall not entitle a bidder to seek request for extension of due date.
- 2.10 Any problem with regard to uploading of the tender shall be intimated to MDL at least 48 hours in advance to the tender closing time & date. However, it will not be considered as reason for extension of due date of the tender
- 2.11 Request for extension, if at all to be made, shall be forwarded at least 3 working days in advance to the tender closing date / time with proper reasoning. The request shall be put up to the competent authority for consideration on the merit of the case. MDL reserves all rights in this regard & decision of MDL shall be binding to the applicant
- 2.12 **It is important to note that the bidders can upload their bids right from the time the tender is available at website. It is advisable that the bidder uploads the bid well in time rather than wait till last minute to avoid situations wherein he is unable to successfully upload the bid for various reasons which cannot be addressed then due to lack of time**
- 2.13 **In case any vendor intending to respond against the tender and is not having the DSC to facilitate uploading of his bid, should approach the Service Provider atleast 10 working days in advance of the tender closing date requesting DSC. The request so made to the Service Provider should simultaneously be forwarded to Dealing Officer. In case the DSC is not received within 3 to 4 working days, the GM(M) be informed for suitable extension to tender closing date then only the tender due date shall be considered.**
- 2.14 **Special instructions to Bidders for online bidding:**
- (i) Bidders should login well in advance to enable them to complete their bid submission before the closing time of the tender.
 - (ii) Should submit their bid well in advance to avoid last minute frantic calls.
 - (iii) Bidders should follow all the instructions enlisted on the front page of e-procure web page.

- (iv) Bidders should ensure Hardware & Software compatibility as well as Digital Signature available on front page of e-procure web site. Request for extension of due date shall not be entertained due to non-availability of these tools.

3. **Description of Work / Supplies:** Supply of MS MATERIALS FOR NAVAL PROJECT as per Tender enquiry. Bidder should confirm the acceptance or highlight deviation if any for the sizes in their techno commercial part I bid.

4. **Quantity Tolerance:-**

“Bidders shall quote on theoretical weight basis only. The quantity tolerance in weight = + 5%. Quantity tolerance for long products in Meters/Kg = +5%.Quantity tolerance for plates in nos.= Nil.Payment shall be made only if the material supplied is within quantity tolerance for the supplied quantity. The supplied quantity in negative tolerance & exceeding the PO quantity (weight) plus 5 percentages shall be rejected.

Weightment tolerance of +/- 0.5% without financial implication & the weight recorded at MDL at the time of receipt will be considered for payment within weight and weightment tolerances.

5. **Delivery: Material shall be delivered at MDL’s Anik Chembur Stores, opposite BPCL Refinery, Mahul Road, Chembur, Mumbai-400074.The delivery period indicated in tender enquiry are tentative. However actual delivery period for the material shall be within 6 weeks from the date of PO.**

Note :- (i) If bidder quotes delivery period more than MDL's required date, bidder's offer will be loaded at the rate of 0.5% per week while evaluating L1 position.

(ii) If the bidders find discrepancies in, tender conditions / drawings, specifications or other documents, or have any doubts as to the meaning or intent or any part thereof, they should inform MDL of the same prior to submission of offer.

6. **Validity Period:**

Bids / Offers shall have a validity period of **120 Days** from the tender closing date. A bid valid for a shorter period will be liable for rejection at the discretion of MDL. Technically accepted bidders quoting the shorter validity period will be given a chance to accept the validity as per tender failing which their offer shall be rejected as non-responsive.

7. **Prequalification Documents:-**

(a) Bidder should fulfill following prequalification criteria.

(i)The minimum average turnover of firm should not be less than Rs. 1,05,00,000/- for last 3 years.

(ii)The order copies of the similar supplies along with completion certificate during last 3 years should not be less than Rs.1,05,00,000/-.

(b) Bidders not registered with Mazagon Dock Shipbuilders Limited should upload a scanned image of the following documents along with their e-(Part-I) bid:

- I Bidders Company Profile
- ii Valid Shop and Establishment Registration Certificate/ registration certificate for local body for conducting business or Valid Factory License for Manufacturer.
- iii Audited / Certified Balance sheet for past 3 years
- iv Audited Profit / Loss account for past 3 years.
- v The order copies of the similar supplies along with work completion certificate during last 3 years.
- vi. MSE registered bidders must submit valid registration certificate along with Gross Block of fixed assets duly certified by CA.

- vii. Start Up firm should fulfilled the criteria of being start up as per Govt. Guidelines

Note :-(i)MDL permanent registered bidder should upload scan copy of valid registration certificate and they need not require to upload/submit above 7(b) i & ii documents.

(ii)Similar Supplies means supply of MS Material like Angles, Channels, Plates, Bars etc (Long & Flat Products)

(iii) Start Up firms are requested to submit certificate issued by Ministry of Commerce towards their authentication

8. **On line submission of bids in two - bid system:** Bids must be uploaded in two parts i.e. Part - I (Techno-Commercial bid) & Part - II (Price bid) as appearing on line:

Part I: Following should be uploaded/should be filled up

- (i) Technical Bid in PDF format on your letter head clearly indicating the offer ref. & date to be attached.
- (ii) Bidder shall fill up the Tender Enquiry, STAC & GTAC acceptance form online by selecting from drop down menu
- (iii) Deviation Sheet if any, shall be uploaded on line in the prescribed format in case of any deviations from Terms, Conditions & Technical requirements specified in the STACS, Tender Enquiry and GT&C.
- (iv) Bidders/Suppliers should upload the prequalification documents as applicable and described above 7.
- (v) Copies of valid Registration or Approval certificates in case of Bidder's firms registered with MDL / NSIC / MSME shall be uploaded on line. Enterprises status (if any) to be indicated in Part - I (Micro / Medium / Small).
- (vi) Bank details for payment by RTGS / NEFT / ECS in the format to be uploaded.
- (vii) Scanned copy of valid Registration or Approval certificates (if any) as detailed below:
 - (a) Registration with MDL
 - (b) Registration with NSIC
 - (c) ISO Accreditation
 - (d) Authorized Dealership/OEM
 - (e) Authorization letter from Principal.
 - (f) MSME Registration
 - (g) Scanned image of PAN card shall be uploaded

Part-II: Part – II (price bid) in prescribed form as appearing online should be filled up.

9. **Bid Rejection Criteria:**

9.1 Following bids shall be categorically rejected:

- (a) The Bids received other than through e-portal.
- (b) Bids received without EMD (other than those who are exempted from payment of EMD), as specified in the tender
- (c) If the date of issue of EMD is later than the tender closing date.
- (d) Bids received after tender closing date and time

9.2 Following bid rejection criteria may render the bids liable for Rejection at MDL's discretion:

- i. Bidder's failure to submit within the given period sufficient or complete details for evaluation of the bids.

- ii. Validity period indicated by bidders is shorter than the specified in the tender enquiry.
- iii. Bidders offering quote relating to delivery by way of High Seas Sale/Sale In Transit.
- iv. Incomplete / misleading / ambiguous bids in the considered opinion of TNC.
- v. Bids with technical requirements and or terms not acceptable to MDL/Customers / External agency nominated as applicable.
- vi. Bidders offering Price variation clause.
- vii. Bids not fulfilling/submitting the pre qualification criteria/documents as mentioned at para.7.
- viii. Bidders not agreeing to furnish Performance Bank Guarantee for Items supplied or not agreeing for retention of equivalent amount by MDL upto the period till completion of contractual & Guarantee / Warranty obligations.
- ix. Bidders not agreeing to furnish required Security Deposit Or Indemnity Bond as applicable to the cases mentioned at Para.17.
- x. The original of the uploaded copy of EMD if received after 7 MDL working days of the tender closing date, other than those who are exempted from EMD as specified in the tender.
- xi. Bids quoted for Excise Duty & Octroi Charges as extra and not accepting Excise Duty & Octroi Duty Exemption Certificates issued by IN/WOT.
- xii. Firm quoting taxes and duties included in basic rate.
- xiii. MSE bidders fail to submit the hard copy of declared information for UAN/declared information not found correct/failed to submit the Gross Block of fix asset to ascertain the status of MSE.
- xiv. Start Up firms not fulfilling the criteria as per Govt. Guidelines for start up initiatives.

10. **Bidder shall quote the prices of all items** listed in the tender enquiry **for delivery of the items in ANIK Chembur, MDL store Mumbai-400074.** The rates offered shall be 'Firm & Fixed' till the execution of the total quantity on the order. No increase shall be permissible on any account after finalisation of the order / till delivery of total quantity of the order.

11. Taxes and Duties:

The applicability of following taxes duties etc shall be quoted as applicable separately in rate sheet under each head viz.

- (i) Excise Duty.
- (ii) Education CESS.
- (iii) Central Sales Tax. (CST)
- (iv) Value Added Tax. (VAT)
- (v) Octroi Charges.
- (vi) Any other applicable taxes & duties.

The following certificates will be issued for the items against this tender:

- (i) Issue of "C" Form w.r.t. Sales Tax.
- (ii) Excise Duty Exemption Certificate
- (iii) Octroi Exemption Certificate.

The item-wise rates quoted in the price bid should exclude Taxes and Duties. Bidder should indicate Taxes and Duties as applicable separately under each of the head in the same Rate sheet, which will be paid extra based on tax invoice to the extent applicable.

Suppliers / bidder 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.

Wherever all inclusive prices are quoted by the bidders without bifurcation of tax elements, no escalation can be considered in respect of any variations in statutory levies arising subsequently because of the absence of the required base figures in the purchase order / contract. Only those bidders who indicate the taxes & duties separately shall be entitled for consideration of change in the corresponding rate in case of variation in statutory levies

Taxes & Duties will not be reimbursed wherever exemption certificates can be issued by MDL.

Issue of Octroi Exemption Certificate (OEC) : Octroi charges shall be nil against Exemption Certificate. Octroi Exemption certificate will be issued by WOT/IN through MDL. The local bidders within Mumbai municipal limits should indicate in their part -I offer the location (outside Mumbai) from where the ordered material will be supplied for ODEC. The local bidders to confirm the acceptability of the ODEC at relevant octroi nakas. Since the ODEC is to be issued by Naval authority, the receipt/issue of EDEC to take approx. 2-3 days time. The bidders are also requested to indicate in their quotation the name and address on which OEC to be issued.

Please ensure that Octroi Duty Exemption Certificate duly signed by WOT (MB) is sent along with the consignment. In case you fail to send Octroi Exemption Certificate as above, you will have to pay Octroi Duty which shall not be reimbursed by MDL and the refund will have to be claimed from Octroi/Municipal authorities directly by you.

Issue of Excise Duty Exemption Certificate (EDEC) : Excise Duty shall be nil against exemption certificate. Excise Duty Exemption certificate will be issued by WOT/IN through MDL. Excise Duty Exemption Certificate (EDEC) is issuable to the OEM (Original Equipment Manufacturer).The bidders should indicate in their quotation the name and address of the OEM on which EDEC shall be issued. Since the EDEC is to be issued by Naval authority, the receipt/issue of EDEC to take approx. 2-3 weeks time.

The supplier should certify that items/equipments for which the EDECs obtained have been made use of fully & wholly for using it in the warship construction for which the EDEC is sought. The delivery challans/relevant bills for the supplies is to be accompanied by Excise Gate Pass/Declaration to enable verification.

- (i) There is No claim for modvat benefit is acceptable.
- (ii) Bidder should confirm the acceptance of Excise & Octroi Duty Exemption Certificate in their part I bid only.
- (iii) EDEC is not issuable to this tender

Issue of 'C' Form for Outstation vendor : Outstation vendors are to submit their requisition for 'C' Form in respect to the supplies made to MDL immediately on completion of a quarter as indicated in PO in initially in form of a statement containing Invoice No., Date of Invoice, MDL PO No., Value of Invoice, Consignment Note/LR No.

On receipt of such initial requisition, MDL Taxation cell will apply online for 'C' Form for the previous quarter and therefore vendor must give such initial requisition on or before 10 days of completion of every quarter. MDL may not be in a position to arrange for 'C' Form in case vendor fails to comply to this requirement. However, 'C' Form will be issued to vendors only after receipt of ink-singed invoices along with copy of LR/ consignment note from the respective vendors.

12. Loading Criteria:

Deviations before the price bid opening sought from the bidders shall be negotiated and deviation accepted by the bidders after the negotiation in respect of following terms shall be loaded on the bidder/s quoted prices during price evaluation by MDL .

- i) Payment Terms -It is desirable that the bidder accepts the Payment Terms indicated. Varied payment terms quoted by bidders as compared to the terms stated in the Tender document shall be normalized by adopting the Prime Lending Rate of State Bank of India plus 2% thereon on the amount(s) at variation and/or for the period (in no. of days) at variation

- ii) Delivery of the goods at MDL premises should be responsibility of the supplier. However, for unavoidable reasons, if bids are exclusive of transport and / or insurance, the same will be loaded at the cost to be incurred by MDL. The freight and insurance amount to be loaded will be intimated to the participant bidders before price bid opening.
- iii) For the additional delivery period sought by the bidder over the stipulated date of delivery as per Tender, 0.50% per completed week will be loaded to the quoted price.
- iv) Deviations sought in respect of rate per week and / or maximum ceiling in respect of liquidated damages shall be loaded to the quoted price. For example, the maximum ceiling towards liquidated damages stipulated in the Tender is 5% and the bidder seeks to limit it to, say 3.50% then the price quoted will be loaded by 1.5%. If the rate of LD per week is 0.50% per week or part thereof as per tender and the bidder seeks it as, say, 0.40% per week or part thereof, the maximum ceiling on LD as per tender will first be equated to weeks (10 weeks in this case) and the rate proposed by the bidder i.e. 0.40% will be multiplied by the so equated maximum period (which works out to 4%) and the quoted price will be loaded accordingly by 1%. Delivery being the essence of the contract, it is desirable if the bidder(s) adhere to the stipulated clause.
- v) Statutory levies (VAT / CST, Excise Duty, Education Cess, Octroi Duty) shall be excluded for ranking of bids to determine L-1 vendor. Whereas cost (Basic Price + Transport + Insurance) to MDL ANIK Chembur Stores, Mumbai shall be considered for bidders for evaluation purpose.
- vi) Deviations in respect of the period of Warranty / Guaranty shall be loaded to the quoted price @ 0.25% per month or part thereof.

13. **Ranking:**

Ranking of the bids will be on prices exclusive of taxes, duties & levies on individual item wise lowest basis. The taxes, duties and levies shall be excluded for ranking the tenders.

The method of excluding the taxes, duties and levies payable as mentioned above is for the purpose of ranking of price bids. As taxes, duties and levies are excluded for the purpose of ranking of bids to determine L-1 bidder, there may arise a situation where overall cost (inclusive of taxes, duties & levies) of supply by the adjudged L-1 bidder may be higher compared with any other bid(s) depending on the tax structure. Therefore, it would be required that the adjudged L1 bidder has to reduce the price to make it competitive both before including taxes, duties & levies and after including taxes, duties & levies.

If the adjudged L1 bidder does not agree to reduce the price to make it competitive after including the taxes, duties & levies, then the next ranked bidder(s) will be afforded the opportunity so that the procurement is competitive.

While L-1 bidder shall be decided based on above, MDL may endeavor that negotiated price of L1 bidder is also competitive in Landed cost on cash out go basis

Techno-commercially qualified item wise lowest bidder will be considered for further processing for placement of order along with ordering for MSE bidders as per provision for MSE bidders as per note 1.

On-line ranking visible to the bidders after opening part II price bid is without loading parameters. However the L1 bidder will be evaluated offline by applying all applicable loading parameters and clarifications during techno-commercial scrutiny /TNC meeting as mentioned in the tender document.

14. **Modifications to the Bids:**

Bidder will not be allowed to bid after closing time is over. Bidder can change the submitted bid any number of times till the closing time and the last changed bid will be considered for ranking of bids.

- 15. **Earnest Money Deposit (EMD):** EMD Rs. 4,20,000/-(Rs. Four Lakh Twenty Thousand Only) shall be credited to MDL account electronically as details given below.

Beneficiary's Name	Mazagon Dock Shipbuilders Limited
Name of Bank	State Bank of India
Branch	Mazagon Br.
Branch Code	9054
Bank Address	Mazagon Branch, Mazagon, Mumbai - 400 010.
Telephone No. of Bank	23752802
Account No.	10005255246
Account Type	Current Account
IFSC Code	SBIN0009054
RTGS Code	SBIN0009054
NEFT Code	SBIN0009054
MICR / NECS Code	400002120
Income Tax PAN No.	AAACM8029J

The EMD can also payable in the form of Bank Guarantee. The Bank Guarantee should be drawn in favor of MAZAGON DOCK SHIPBUILDERS LIMITED . The Bank Guarantee should be valid for 4 more weeks beyond the offer validity period indicated in the tender. Either of these instruments should be drawn on as per the list of banks approved by SBI /Canara bank published on MDL website, payable at Mumbai. The scanned image of Transaction Slip/BG towards Earnest Money Deposit (EMD) shall be uploaded. The original of the BG towards Earnest Money Deposit (EMD) shall be forwarded to GM(M), in sealed envelope, super scribing Tender Enquiry No. and Due date, so as to reach within seven(7) MDL working days from tender closing date, addressed To,

GM(M),
II FLOOR, MOGUL HOUSE,SOUTH YARD,
MAZAGON DOCK LTD.,DOCKYARD ROAD, MUMBAI- 400010.

Bids without EMD, other than those who are exempted from payment of EMD will not be considered. EMD of unsuccessful bidders will be returned after finalization of the tender and shall be interest free.

The scanned copy of the EMD should be uploaded as document and original hard copy of the EMD in case of BG should be submitted within seven days from tender closing date & time failing which your offer will not be considered.

16. EXEMPTION FROM SUBMISSION OF EMD

Following bidders shall be exempted from submission of EMD.

- (i) State & Central Government of India departments, Public Sector Undertakings.
- (ii) Firms registered with Mazagon Dock Shipbuilders Limited (MDL) for the items for which offer being submitted. To qualify for EMD exemption, firms should necessarily submit valid copy of the registration certificate issued by MDL in Part-I offer/bid. Firms in the process of obtaining MDL registration will not be considered for EMD exemption.
- (iii) Firms registered with NSIC under its "Single Point Registration Scheme". (Exemption will apply only to items / service indicated under description of work / supplies / services & value up to which bidders are registered with NSIC). To qualify for EMD exemption, firms should necessarily submit VALID copy of the registration certificate issued by NSIC in Part-I offer / bid. Firms in the process of obtaining NSIC registration will not be considered for EMD exemption.
- (iv) Micro & Small Enterprises are exempted from submission of EMD subject to submission of a copy of valid registration certificate from the competent authority regarding Micro / Small Industry status.

17. **Security Deposit (SD):** Successful bidders shall have to submit Security Deposit for an amount of 5% of PO value excluding taxes, duties, freight etc. payable in Indian Rupees directly NEFT/RTGS/ Bank Guarantee (In case of BG, it should be from a reputed Nationalized / Scheduled Bank / Banks of international repute excluding co-operative banks)

within 25 days from the date of receipt of order, valid till the contractual period plus additional 4 weeks. The Security Deposit will be returned only after successful execution of the PO and shall be interest free. The bank details for NEFT/RTGS are as follows.

Beneficiary's Name	Mazagon Dock Shipbuilders Limited
Name of Bank	State Bank of India
Branch	Mazagon Br.
Branch Code	9054
Bank Address	Mazagon Branch, Mazagon, Mumbai - 400 010.
Telephone No. of Bank	23752802
Account No.	10005255246
Account Type	Current Account
IFSC Code	SBIN0009054
RTGS Code	SBIN0009054
NEFT Code	SBIN0009054
MICR / NECS Code	400002120
Income Tax PAN No.	AAACM8029J

Please note that MDL does not extend any concession such as exemption in payment of Security Deposit etc. to any organization irrespective of their status, like registration with MDL, NSIC, SSI, MSME etc. Security Deposit will be applicable for all successful bidders.

For delayed period of submission of SD beyond 25 days from date of order, the amount of interest towards delayed period of submission of security deposit will be deducted. The rate of interest shall be as decided by competent authority in MDL which is generally SBI PLR + 2 %, for foreign vendors LIBOR or EURIBOR + 2 %.

In case the bidder is Indian Public Sector Unit, they shall submit the indemnity bond instead of Security Deposit.

In case of Bank Guarantee, it shall be sent to MDL directly by issuing bank under registered post (AD).

In case of failure to submit security deposit within 25 days from the date of placement of order, EMD submitted will be encashed and risk purchase clause would be invoked.

In the event of failure to execute the order satisfactorily, the Security Deposit will be encashed by MDL. If there is inordinate delay in submission of SDBG, MDL shall have right to cancel the order at the risk & cost which may also result in issuing tender holiday.

SD will be applicable to all successful bidders except where total order value is Rs 10 lakhs and below and If the entire scope of supply is completed within 25 days from date of purchase order, SD need not be submitted.

18. **Performance Bank Guarantee:** You will have to submit Performance Bank guarantee from nationalized bank for **10% of total order value excluding taxes and duties, valid till the guarantee period.** In the event of non-performance of the item and if you fail to attend the guarantee defects within reasonable period of time, the Performance Bank guarantee will be en cashed. MDL decision shall be final and binding on you in this regard. The Performance Bank guarantee should be valid for additional period of 04 weeks beyond expiry of guarantee period as a claiming period.
19. **Consignee:** The Successful bidder/s shall arrange dispatch of goods by appropriate mode of transport as per the order to MDL's Anik Chembur Store, Mahul Road, Opp. BPCL Refinery, Chembur, Mumbai-400074, on working days (Monday to Friday) between 8.00 hrs to 15.00 hrs (Lunch Time

11.30 to 12.00 hrs) .In case truck/tempo reaches our yard beyond above time the same may be retained over night at your risk & cost.

Note: An advance copy of invoices along with other relevant documents shall be forwarded to the purchaser sufficiently in advance to avoid demurrage. In case of door delivery orders, the supplier shall categorically direct the transporter to deliver the ordered items without insisting for consignee copy of the Lorry Receipt.

Following document should be submitted along with material:-

- a. Delivery challan(s),
- b. Manufacturing/Mill Test Certificate (MTC) / Govt. lab TC.
- c. Guarantee/Warantee Certificate.

20. Deviations if any, to meet our required Sizes/Grades, Specifications and Tender conditions, which the bidders intend to seek, should be clearly spelt out in Part-I Bid, separately. Acceptance of deviations will be at MDL's discretion. If this sheet is not uploaded, it shall be presumed that your offer is as per our tender conditions and no deviations will be accepted at a later stage (after price bid opening or placement of order).

21. In case bidders are unable to submit their offer against this tender, we would appreciate a regret letter citing reasons for not quoting.

22. Receipt Inspection By MDL & WOT.

MDL & WOT inspection 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 Supplier, any objection raised by MDL Inspection & WOT/User Dep't against quality of materials or workmanship shall be satisfactorily corrected by the Supplier, 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 Supplier within shortest possible time. All additional cost towards replacement against defective items shall be borne by the supplier.

The rejected materials, if any, shall have to be promptly removed by the supplier at his own expenses with time from the time of rejecting the material and intimation to the supplier, will be liable for disposal of the rejected material without notice and also for recovery of ground rent for storage of such material.

23. Terms of Payment:

(i) **No advance payment.**

(ii) Part supply & Part Payment is acceptable subject to supply is limited in five lots only.

(iii) 90 % of the Payment for the value of supplies, 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. The payment period shall be 25 to 30 days after receipt and acceptance of material at the designated place of MDL and not from the date of submission of the bills.

The supplier should submit following documents :

- (i) Manufacturing/Mill Test Certificate (MTC) / Govt. lab TC.
- (ii) Guarantee Certificate on Supplier Letter Head.
- (iii) Invoices in triplicate
- (iv) Order copy and Amendment copies if applicable.
- (v) Packing List (4 sets).
- (vi) Delivery Challan.
- (vii) Excise Duty Gate Pass if applicable

- (iv) Balance 10% payment shall be released after the completion of Guarantee Period or against submission of PBG of equivalent amount. For release of 10 % balance payment 03 copies of ink signed invoices to be submitted. Bidders shall furnish all the necessary details like name of the Bank / Branch, Branch Code No., Bank Account No., in their bid as per the RTGS/NEFT format provided with the tender enquiry.
Payment shall be made as per actual quantity received and accepted. The bills to be addressed to CM (F - NP), Mazdock House, Mazagon Dock Shipbuilders Limited, Dockyard Road, and Mumbai -10 and to be submitted at " Receipt Section" adjacent to ARS Punching Station, South Yard, MDL, Mumbai.
24. **Freak Low Quotes:**
If the rates quoted are less than MDL estimates/NLPP by more than 40% and if the difference in rate between L1 and L2 is more than 30% then such rates are treated as freak low rates. In this case the firm will have to give SDBG of difference between L1 and L2 as security. Bank charges for this additional BG shall be borne by MDL and reimbursed against proof of payment.
25. **Supply on MDL Holidays:**
Request for permission for delivery 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.
26. **Liquidated Damages (LD):**
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 Successful bidder 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 LD will be applicable on the value of the undelivered portion as on contractual delivery date.
27. **Guarantee / Warranty:**
- (i) The items supplied shall be guaranteed for minimum 12 months from of receipt and acceptance of items in MDL.
 - (ii) The supplier cannot absolve their responsibility for warranty of material even though it is inspected & approved by inspection authorities.
 - (iii) If the defects are not remedied within a reasonable / stipulated time, MDL may proceed to rectify the defects at the supplier's risk & cost, but without prejudice to MDL rights under the contract.
 - (iv) During guarantee period, the supplier should have to arrange dispatch of new material on CIF basis. On arrival of new material, supplier should have to collect defective material.
28. **Unloading Charges:** At MDL's Anik Stores, the charges for unloading shall be as per Bombay Iron & Steel Labour Board and the same shall be borne by the bidder/supplier.
29. MDL reserves the right to consider placement of Order, in part or in full, against the tendered quantity. MDL reserves the right to place order for part qty of individual item.
30. **Risk Purchase & Order Cancellation:** In case of delay beyond the contractual delivery period and the delayed delivery is not acceptable to MDL.MDL reserves the right to cancel the order and procure the ordered material from any available source at MDL's option and discretion and entirely at your risk and cost. Extra expenditure incurred by MDL in doing so will be recovered from you. MDL also reserves the right to cancel the order at your risk and cost if the progress of work is not considered satisfactory and it is felt that you are not likely to meet the contractual delivery date.
31. **Indemnity:** You shall hold harmless and keep MDL indemnified against all claims arising as a result of infringement of any patent rights on account of manufacture, sale or use of articles covered by the order.

32. Bidder shall abide by all TEF, Standard Terms And Conditions of Supply (STACS), GT&C, and Acceptance formats as per e-tender contained therein should be properly filled. The bidder shall also abide statutory requirements, Official Secret Act 1923 clause.
33. **Public Grievance Cell:** - A Public Grievance Cell headed by General Manager (F-CA) has been set up in the Company. Members of public having complaints or grievances are advised to contact him on Wednesday between 10.00 hours and 12.30 hours in his office on 6th floor, Mazagondock House or send their complaints / grievances to him in writing for redressal. His Tel. No. is 23762121, 23759793.
34. For any further details of e tendering & digital signatures, please contact, Mr. M.S.Kumbhare, DGM (Material Purchase) 022- 2376 3250.
35. We look forward to your participation in on-line bidding by offering your most competitive and reasonable bid against this tender. In case of any clarifications, bidders are requested to contact the undersigned, before the closing date of the tender. Bidders can also contact toll-free customer help line of e-procurement portal <http://eprocuemdl.nic.in>.

Yours faithfully,
For **MAZAGON DOCK SHIPBUILDERS LIMITED**,

(Pravin Kuware)
Chief Manager (C-MP)

Following Forms/formats are uploaded:

Tender enquiry form (TEF) Acceptance Format (Uploaded)
General Terms & Conditions (GT&C) Acceptance Format (Uploaded)
Standard Terms & Conditions (STACS) Acceptance Format (Uploaded)
Rate Schedule Format (Uploaded)

ENCLOSURES:

Enclosure - 1: General Terms & Conditions (GT&C).
Enclosure - 2: Standard Terms & Conditions (STACS).
Enclosure - 3: Loading Factors
Enclosure - 4: BG Format for EMD Submission

*** Following Formats & Relevant documents are available on MDL website - www.mazdock.com and same are part of tender enquiry.**

Performance Bank Guarantee Format.
Security Deposit Bank Guarantee Format.
RTGS / ECS Format.
Statutory requirements, Official Secret Act 1923 & Safety clause.

GENERAL TERMS & CONDITIONS (GT&C)**A-10: Blank****(A-20) SECURITY DEPOSIT.**

A21. The successful bidder shall submit a Security Deposit @ 5% of the value of the Order/contract in the form of Demand Draft / Bank Guarantee in the prescribed format in favour of Purchaser within 25 days from date of LOI / Order / 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.

(A 30) 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.

(A 40) FORFEITURE OF SECURITY DEPOSIT.

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

(A 50).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.

(A 60).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.

(A 70). PROGRESS REPORTING AND MONITORING: Where so stipulated in the order, the

A71. 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.

(A 80).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/Vendor/Contractor to comply with the delivery schedule is inevitable. In such an event the Bidder/Vendor/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/Vendor/Contractor** at his cost.

A-82 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 vendor / contractor on account of such premature termination of contract.

A-83 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.

(A 90). PRESERVATION AND MAINTENANCE (For Equipments, Machinery)

A-91 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/Vendor/Contractor.

A-92 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 / Vendor / Contractor.

A-93 The Bidder / Vendor / 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

(A 100). FREIGHT AND INSURANCE

A101. In cases where the offers are for 'Door Delivery to Purchaser,' transit freight & Insurance charges shall be borne by the Bidder / Vendor / Contractor.

In other agreed cases of Ex-works / Ex-Transporter's warehouse or Railway godown offers, the Bidder / Vendor / 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.

A-11 (A-110). TAXES AND DUTIES / STATUTORY LEVIES.

A-111 Taxes and duties applicable, if any, shall be regularized by MDL by issuing necessary exemption certificates or reimbursed at actual. Bidder shall indicate the taxes and duties applicable in their offer. Taxes in cases where exemption certificates cannot be availed, shall be deducted wherever applicable (e. g. Income tax, Service Tax, Works Contract Tax etc) from the bills of the vendor as per statutes. Octroi duty exemption certificate issued by Customer's representative will be provided on vendors 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 vendor'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 Where payment of VAT, Sales Tax, Excise Duty is agreed to and stipulated in the Purchase Order / Contract, the same will be reimbursed by the Purchaser at actual after receipt of vendor's bills along with proof or declaration to the satisfaction of purchaser for payment of such taxes by the vendor to appropriate Tax authorities.

A-11.2 Bidders to note that there are no provisions in the notification issued by Ministry of Finance for issuing the Custom Duty exemption Certificates & Excise Duty Exemption Certificates in favour of sub-vendors / collaborators and for increase in the figure of import content value specified in the purchase order

(A-120) DEMURRAGE

A121. Storage and Demurrage charges will be payable by the Bidder / Vendor / Contractor for all shipments that reach purchaser without proper dispatch 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.

(A 130) INSPECTION, TESTING.

- A131. The ordered items will be inspected either by Classification Society / Nominated Agency and or by Inspection Officer 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/ Vendor / Contractor.
- A133. The Bidder / Vendor / Contractor shall accord all facilities to Purchaser's Inspectors / Nominated Agency to carry out Inspection / Testing during course of manufacture / final testing.

(A 140) RECEIPT INSPECTION BY MDL & WOT

- A141. MDL /WOT 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 Inspection Cell/WOT 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.

(A 150) REJECTION OF MATERIALS.

- A151. Should the articles, or any portion thereof of the equipment be found defective / rejected, the Bidder / Vendor / 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 / Vendor / 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 20 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

(A 170) PURCHASER'S RIGHT TO ACCEPT ANY BID, PART OF BID AND TO REJECT ANY OR ALL BIDS.

A171. 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 vendor / contractor without assigning any reason whatsoever and without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for MDL action.

(A 180) 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.

(A 190) BIDDER'S RESPONSE IN CASE OF NO PARTICIPATION

A191. The Sub-contractor / Supplier / Vendor 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 / Vendor to do so is liable for disqualification / debarring of the Sub-contractor / Supplier / Vendor from all future tender enquiries and or delisting from the list

STANDARD TERMS AND CONDITIONS (STACS)

- (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/Vendor/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/Vendor/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

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/Vendor/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/Vendor/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 / Vendor / 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 / Vendor / Contractor the same shall be deducted from any sum then due or thereafter may become due to the Bidder / Vendor / 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 difference between L1 & L2 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 / Vendor / Contractor, his employees, licensees, agents or Sub-Vendor / Sub-contractor, 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 / Vendor / 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 VENDORS / CONTRACTOR'S RIGHTS:

261. The Bidder / Vendor / 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 AND RIGHT OF PURCHASER:

271. The Bidder / Vendor / 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 / Vendor / 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 bidders who had quoted for the concerned tender.

(280). PATENT RIGHTS:

281. The Bidder / Vendor / 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 / Vendor / 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 other Contract with the Purchaser. Any breach of the aforesaid undertaking by the Bidder / Vendor / Contractor or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder / Vendor / Contractor) or the commission of any offence by the Bidder / Vendor / 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 Contractor / Supplier and recover from the Bidder / Vendor / Contractor the amount of any loss arising from such cancellation. A 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 / Vendor / Contractor.
302. The Bidder / Vendor / 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 foreborne to do any act in relation to the obtaining or execution of the contract/s. Any breach of the aforesaid condition by the Bidder / Vendor / Contractor or any one employed by them or acting on their behalf (whether with or without the knowledge of the Bidder / Vendor / Contractor) or the commission of any offence by the Bidder / Vendor / 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 / Vendor / 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 / Vendor / 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 / Vendor / 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 / VENDORS.:

331. The Bidder / Vendor / Contractor declares that they being Proprietors / Directors / Partners have not been any time individually or collectively blacklisted or banned or de-listed 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/VENDOR:

341. MDL being a Defence Organization, Bidder / Vendor / 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 in case of contract with MDL to decide upon any dispute arising out of or in respect of the contract.

ILLUSTRATION OF LOADING CRITERIA

A.

Sr. No	Description	Loading Criteria
1.	Basic Price Quoted	a) Ex-works b) Delivered to MDL Stores
2.	Add : Insurance Charges	In case of 1(a)
3.	Add Sea / Air Freight charges / Inland Road Transport	In case of 1(a)
4.	Customs Clearance / Port Handling / Transportation to Yard	Nil
5.	Cost (ex-MDL) excluding taxes & duties without loading towards any deviation.	Sr. Nos. (1+2+3)

B. Financial Loadings:

6.	Variation in payment terms	
7.	Income tax & Service tax on Technical Services / Service Engineers liability to MDL.	
8.	Production Norms such as Scrap %, output - input ratio	
9.	Base date for price variation clause	
10.	Cost (ex-MDL) excluding taxes & duties after loading for variation in financial term.	Sr. Nos. 5+6+7+8+9

C. Loading on Account of deviations in following commercial terms:

11.	Security deposit / Contract performance guarantee	
12.	Equipment performance guarantee	
13.	Additional delivery period sought over stipulated period as per tender	
14.	Additional time sought for supplying binding data	
15.	Liquidated damages per week rate / maximum ceiling	
16.	Warranty / Guarantee	
17.	Cost (ex-MDL) excluding taxes & duties after loading for variation in financial and commercial term.	Sr. Nos. 10+11+12+13+14+15+16

D. Landed cost:

18	Taxes and Duties			
19	Landed Cost	Sr. Nos. 17+18		
Ranking and determination of L1 bidder shall be decided at evaluation bid value as per Sr. No.17 of this table.				

FORMAT (*/)**
PROFORMA BANK GUARANTEE FOR EMD

WHEREAS M/s _____ intend to submit a tender (herein after called the Tender) to M/s Mazagon Dock Shipbuilders Limited (MDL, hereinafter named Company) for the invitation to tender by MDL vide reference no.: _____ dated: _____ for the requirement of _____ (items/services/civil works etc.)

Now, by this letter, we the undersigned (*Bank's Name and address*) whose registered office is at: _____ bind ourselves unconditionally and irrevocably for payment to M/s Mazagon Dock Shipbuilders Limited of the sum of (currency / amount) as Earnest Money Deposit to indemnify MDL in case of default. The conditions of the above obligations are such that if M/s _____ shall not keep their Bid being submitted to Mazagon Dock Shipbuilders Limited as set forth in the instructions to Bidder valid and unaltered until *** months from the due date _____ of the tender, viz. _____ refused to sign a formal agreement in accordance with the terms of the tender or after having signed the agreement does not perform the ORDER / CONTRACT, then this obligation remains in full force and effect, Other wise to be null and void.

In case this obligation is effective, we, (*Bank's Name*) undertake to pay to M/s. Mazagon Dock Shipbuilders Limited any amount upto the above indicated sum, upon written request, without any demur or protestation and without reference to M/s _____ within 15 days from the date of such demand in any manner in which the Company may direct and also without the necessity of instituting and proceeding whether judicial or otherwise, at any time upon the ORDER / CONTRACT committing any one or more of the following:

- (a) Withdraws his tender during the validity period or any extension sought / granted thereof, or
- (b) If the ORDER / CONTRACT varies or modifies his bid in a manner not conforming to Tender Conditions and / or not acceptable to MDL during the validity period or any extension of the validity duly agreed to by the bidder, or
- (c) If a bidder whose offer has been accepted fails to furnish Security Deposit within fifteen days of award of the ORDER / CONTRACT or by the date Mutually agreed to whichever is later.

We, (*Bank's Name*), agree that our liability to pay is not dependant on conditions on your proceedings against the ORDER / CONTRACT and we shall be liable to pay an amount not exceeding the aforesaid amount as and when demanded by you merely on claim being raised by you and even before any legal proceedings are taken against the ORDER /CONTRACT.

We, (*Bank's Name*) , undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser in writing. The guarantee herein contained shall not be revocable by notice or by reasons of dissolution or winding up of the business of the ORDER / CONTRACT or any change in the constitution or composition of the ORDER / CONTRACT.

This guarantee shall remain valid, in case the Tender is accepted, until the due performance of the ORDER / CONTRACT resulting from such acceptance inclusive of furnishing Security Deposit in a manner specified by MDL and in any other case until _____ unless a claim or demand is made on us in writing on or before (validity + ---- weeks), we will be relieved and discharged from all liability there under.

We, (*Bank's name*) have power to issue guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do so under the Power of Attorney dated _____ granted to him by the Bank.

After the here above-mentioned date, the Guarantee shall lapse automatically without necessity to be returned to the Bank.

This guarantee shall be governed by Indian laws and the Courts at Mumbai, India alone shall have the jurisdiction.

Date:

Signature of a person duly authorized to sign
on behalf of the Bank with Seal of the Bank.

***INDIGENEOUS SUPPLIERS TO SUBMIT THIS EMD BANK GUARANTEE ON NON-
JUDICIAL STAMP PAPER OF Rs. 100/- FROM NATIONALISED / SCHEDULED BANK
ONLY.**