



माझगांव डॉक शिपबिल्डर्स लिमिटेड
Mazagon Dock Shipbuilders Limited
(A Government of India Undertaking)
Dockyard Road, Mazagon, Mumbai 400 010.

TENDER ENQUIRY

Two Bid Limited Web E-Tender

Tender No.: GM(M)/PMS/2000006687	Division: Shipbuilding
Tender Date: 19.06.2017	Department: Material Purchase
Tender Closing Date & Time: 12.07.2017 at 1400 Hrs	Tel. No.: 2376 3320, Fax No.: 2373 8151
Tender Opening Date & Time: 12.07.2017 at 1500 Hrs	E-Mail: pmsawant@mazdock.com
EMD: NIL	Website: www.mazdock.com

Issue of Tender Enquiry Document: The Tender Enquiry can be downloaded from our website: <http://eprocuremdl.nic.in> / www.mazdock.com / Central Public Procurement Portal

Note: This tender is to be filed through E-tendering only on our e-procurement portal. Online Bid on our E-Procurement portal only will be accepted. Bids submitted in any other form other than online submission will not be accepted.

1. **Mazagon Dock Shipbuilders Limited** invites **on line competitive bids** from reputed Bidders / Vendors in **Two Bid limited SYSTEM** on MDL's e-procurement portal <http://eprocuremdl.nic.in> for the **Designing & Printing of Brochures with Electroplating**.

Tender Item Sr. No.	Material Description	Qty.	Unit
1	DESIGNING & PRINTING OF BROCHURES WITH ELECTROPLATING SIZE - 8.26 "X11.66 " PAGES - TEXT 16 + COVER 4 PAPER - INSIDE: 158 GSM EMOTE BRIGHT WHITE COVER : 258 GSM EMOTE BRIGHT WHITE LOGO - ELECTROPLATED LOGO OF 2 "X3.95 " COLOUR - FOUR COLOUR PRINTING FINISH - AQUA COATING & CENTER PINNING	1000	Nos.

Note:

- (i) **Bidders are requested to quote as per tender specifications and as per sample as item is having high goodwill image for the company and there shall not be any printing errors and quality defects in printing materials.**
- (ii) **Samples are available in Material Purchase Department. Prior to submission of bid, bidder must visit MDL, Material Purchase to see and understand the scope of work.**
- (iii) **Successful bidder shall submit 2 samples immediately on receipt of PO for proof reading. The Proof / Sample should be approved by PRO Departments. Bulk supply to be made only after the approval of samples.**

- (iv) If the bidders find discrepancies in, tender conditions, 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.**
- (v) Our Company's Name is changed to "Mazagon Dock Shipbuilders Limited" (माझगांव डॉक शिपबिल्डर्स लिमिटेड) (Formerly known as Mazagon Dock Limited) with effect from 28.05.2015. Therefore successful bidder has to supply all stationery and printing Items with name of company as "**Mazagon Dock Shipbuilders Limited**".
- (vi) For any Clarification, please contact Mr. Parvez N. Panthaky, PRO Tel No. 2376 4309.

2. Instructions to the Bidders for uploading the Techno-Commercial Bid and the Price Bid through E-Procurement Portal:

• **Official service provider for the website is**

M/s. National Informatics Centre,
Mob. No.: 91-8826246593

E-mail: eproc-support@gov.in

The 24 x 7 Telephonic Help Desk Number 0120-4200462, 0120-4001002

• **Pre-requisites for up-loading the Techno-Commercial Bid**

- (i) Compatible computer hardware software set-up to access e-procure website.
- (ii) "Digital Signature Certificate" class III B (DSC) is a must for downloading the tender and uploading the techno commercial offer from our website <http://eprocuremdl.nic.in>.
- (iii) "Digital Signature Certificate" class III B (DSC) can be obtained from our service provider M/s. National Informatics Centre or from any agency, some of the known sources are listed below: (a) MTNL (b) TCS (c) SIFY .

• **To ensure availability of above prerequisite is bidders responsibility**

- (i) It is mandatory to upload the complete techno-commercial offer and the price bid on e-procurement.
- (ii) No part of the bid other than original EMD (if applicable) shall be accepted physically / hard copy outside e-procurement.
- (iii) Price bids shall strictly be uploaded in appropriate / allotted place in the tender, available in e-procurement so that it remains secured encrypted unreadable in the system.
- (iv) In no circumstances, the price bids shall be forwarded or uploaded in any other form.
- (v) Entire responsibility of the uploading of the complete techno-commercial bid along with the price bid shall be that of the bidder.
- (vi) No request / complaint shall be entertained after the due date/time of the tender.
- (vii) 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.
- (viii) Any problem with regard to uploading of the tender shall be intimated to M/s. National Informatics Centre, at least 24 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.
- (ix) 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.

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.

• **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) Bidders 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.

• **Bidders to participate in on-line bidding**

- (i) By registering with above referred portal for User ID and password.
- (ii) By obtaining class III DSC (Digital Signature Certificate) for secured bidding

NOTE: 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 MDL Dealing Officer. In case the DSC is not received within 3 to 4 working days, the GM (M) be informed and the DSC if not received from the Service Provider three working days in advance, for suitable extension to tender closing date then only the tender due date shall be considered.

3. **Delivery Period:** The delivery date mentioned in the SAP generated Tender is tentative. The items shall be delivered **within 03 Weeks from the date of placement of order.** Bidders are requested to confirm the delivery schedule in their offer. Delivery at MDL's Goods Receiving Section / User Department, Mazagon Dock Ltd, Mumbai - 400 010.

4. **Instructions to the Bidders for submission of Pre-Qualification Documents:**

4.1 **Bidders registered with Mazagon Dock Shipbuilders Limited** should submit the following documents along with their bid:

- (i) Valid MDL registration certificate, duly self attested and stamped with their company seal.
- (ii) Purchase Order copies in support of the bidders experience for similar supplies for last 3 years and its proof of item supplied.

4.2 **Bidders not registered with Mazagon Dock Shipbuilders Limited** should submit the following documents along with their bid:

- (i) Bidders Company Profile
- (ii) Bidders Shop & Establishment registration certificate.
- (iii) Purchase Order copies in support of the bidders experience for similar supplies for last 3 years and its proof of item supplied.
- (iv) Copies of valid Registration or Approval certificates in case of Bidder's firms registered with MDL / NSIC / MSME / ISO Certificate.
- (v) Enterprises status (If any) to be indicated Micro / Medium / Small.
- (vi) Bank details for payment by RTGS / NEFT.
- (vii) Copy of PAN card.

Note:

- (i) MDL has the right to verify / clause verification of authenticity of the said documents whenever felt necessary.
- (ii) MDI also reserves the right to verify the authenticity of declared information from

MSE bidder submitting online registered Udyog Aadhaar No.

(iii) Bidders shall comply with the same, or else the bid is liable for rejection.

5. **Earnest Money Deposit (EMD) / BID BOND: NIL**
6. **Validity Period:** Bids / Offers shall have the validity period of **90 Days** from the tender closing date. A bid valid for a shorter period may be liable for rejection at the discretion of MDL.
7. **Security Deposit:** Not applicable
8. **On line submission of bids in Two - bid system:** Following should be submitted.
 - (i) Technical Bid conforming to supply the items as per specifications meeting the requirement as per sample.
 - (ii) **Acceptance on clauses of Tender Enquiry (TEF) GT&C, STAC in the Prescribed Formats attached stating 'Accepted OR Deviation' as applicable for each of the clause.**
 - (iii) Price Bid should be strictly as per attached BOQ format only. Please **mention applicable taxes** in percentage.
 - (iv) Deviation Sheet, in case of any deviations from TEF, GT&C and STACs.
 - (v) **Documents as mentioned at Clause No. 5 above.**

Note: Bidders in their own interest are requested to submit their bids well in advance of tender closing date to avoid the last minute difficulties.

9. Bid Rejection Criteria:

- (i) **Following bids shall be categorically rejected:**
 - (a) Bids received after tender closing date and time.
 - (b) **The Bids received other than through e-procurement.**
 - (ii) Following bid rejection criteria may render the bids liable for Rejection:
 - (a) Bidder's failure to submit sufficient or complete details for evaluation of the bids.
 - (b) Incomplete / misleading / ambiguous bids in the considered opinion of TNC / MDL.
 - (c) Bids with technical requirements and or terms not acceptable to MDL.
 - (d) Bids received without pre-qualification documents where required as per the tender.
 - (e) Bids not meeting the pre-qualification parameters stipulated in the tender enquiry.
 - (f) Unreasonably longer delivery period quoted by the firm in view of MDL.
 - (g) **Validity period indicated by bidders is shorter than that specified in the tender enquiry.**
 - (h) Bidders not agreeing for guarantee clause as per para 14 below.
 - (i) Bidders quoting the offer on price variation term and clause.
- 10. Pricing: Bidder shall quote the prices of all items** listed in the Price Sheet Format of the Tender Enquiry **for delivery of the items in MDL store** at Mazagon Dock Shipbuilders Limited, Mumbai - 400 010. The prices quoted shall remain firm and fixed during the currency of the order / contract unless agreed otherwise by MDL.

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. **Terms of Payment: MDL shall not make any Advance Payment.** 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, Excise, Service Tax etc. shall be payable through RTGS / NEFT **within 25 - 30 days of receipt & acceptance of complete material as per ordered terms in MDL and** against submission of the following Documents:

(a) Guarantee Certificate on Supplier Letter Head, (b) Invoice (original) + 3 ink signed / carbon copy invoices, (c) Order copy and Amendment copies if applicable, (d) Packing List (e) Delivery Challan, (f) Material Dispatch Note if applicable from MDL for collecting of Old Cartridges/Drum.

Bidders shall furnish all the necessary details like name of the Bank / Branch, Branch Code No., Bank Account No., **MICR No.** in their bid as per the RTGS / NEFT available in MDL Website.

The bills to be submitted to **Bill Receiving Section, Near to the Reception Section**, Mazagon Dock Shipbuilders Limited, and addressed to **DGM (F-Bills-ONP)**, 3rd Floor, Mazdock House, Mazagon Dock Shipbuilders Limited, Dockyard Road, Mumbai - 400 010.

13. **Ranking of Bids & Determination of L-1 Bidders:** Ranking of price bids shall be done on the basis of "Prices inclusive of taxes, duties and levies" **on lowest basis** i.e. L-1 bidder shall be decided on the basis of Landed cost on cash out go basis. If any variations in statutory levies, the break up in respect of taxes, duties and levies is clearly and separately furnished in the bid and the MDL is satisfied that the rates of taxes, duties & levies indicated therein are in line with the tax law, so that escalation due to variation in the taxes, duties & levies can be justifiably considered to the extent legitimately allowable on the base amount(s) indicated in the bid. Therefore **bidder is requested to show the break up regarding taxes, duties & levies as applicable in the bid.**

Bidders are requested to quote unit rate Item Wise only. Techno-Commercially Qualified Lowest Bidder will be considered for processing of placement of order.

Online ranking visible to the bidders after opening of Techno-Commercial bid is without loading parameters. However, L1 bidder will be evaluated offline by all clarification and applying all applicable loading parameters as mentioned in the tender documents

Note: In case of any discrepancy in Unit Price and Total price (Multiplication error), UNIT PRICE shall prevail.

14. **Guarantee / Warranty:** The items shall be guaranteed for manufacturing defects for 12 months and for maintenance of printing quality and material. In any case of any printing defects, the same shall be replaced within 7 days from the date of intimation.
15. **Performance Bank Guarantee:** Not applicable
16. Bidder shall abide by all Standard Terms And Conditions of Supply (STACS), GT&C and Tender Terms Acceptance formats as per Enclosures contained therein should be properly filled, signed and should be uploaded along with techno-commercial bid. Deviation if any shall be clearly indicated. The bidder shall also abide statutory requirements, Official Secret Act 1923 clause.
17. **Taxes & Duties: The Item Wise Rates quoted in the Rate Sheet 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.

Note:

- (i) The rate sheet to be enclosed with the tender will indicate the rates under each tax head wherever applicable. The following will have to be quoted as applicable separately in rate sheet under each head:
- (a) Central Sales Tax (CST)
 - (b) Value Added Tax (VAT)
 - (c) Octroi Duty
 - (d) Excise Duty

- (e) Education Cess
 - (f) Service Tax
 - (g) Any other Taxes / Duties / Levies
- (ii) Only those bidders who indicate the taxes and duties separately as above shall be entitled for consideration of change in the corresponding rates in case of variation in the statutory levies.
 - (iii) 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.
 - (iv) Successful bidder/s will not be entitled to any increase in rate of taxes occurring during the period of extended delivery schedule if there is delay in supply / completion attributed to him. However, if there is a decrease in taxes, the same must be passed on to MDL.

- 18. Criteria for normalizing the Price Bid for ranking:** Techno-Commercial deviations will be negotiated with the firm/s before opening of price bids. Techno-Commercial deviations if acceptable to MDL, will be loaded as per loading criteria illustrated below for ranking purpose.

Loading Criteria: Deviations sought by the bidder in respect of Freight, insurance, Payment terms, Delivery period shall be loaded on the bidder/s quoted prices during price evaluation by MDL. An illustration of the loading criteria that will be adopted is at Illustrative Enclosure 1. The Loading Criteria that will be adopted as detailed below whatever MDL accepts deviation while evaluation of bid:

- (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) Statutory levies (Customs Duty, Excise Duty, Education Cess, VAT / CST, Octroi Duty) shall be included for ranking of bids to determine L-1 vendor. Cost (Basic Price + Transport + insurance) to MDL Stores shall be considered for indigenous Vendors.
- (iii) 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.
- (iv) 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.
- (v) 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 quoted 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.

19. **GST Compliance Clause :** In accordance to Government of India (GOI) guidelines towards implementation of GST w.e.f 01.07.2017, bidders are informed that all deliveries post 30.06.2017 shall strictly comply to the provisions /requirement /timelines promulgated by the GOI towards GST Act. The provisional GST numbers issued by GOI is mandatorily required for all the participating bidders and same be indicated in their respective offer. Bidders also shall mention the Harmonized System of Nomenclature (HSN) / Services Accounting Code (SAC) numbers for the quoted items/services in their techno-commercial offer, invoice & tax documents.

MDL provisional GST ID is 27AAACM8029J1ZA and bidders shall mention the same while invoicing and avoid any data entry errors on GST portal. Bidders shall be responsible for the financial and non-financial consequences in case of non-compliance of GST provisions / requirements / timelines on their part. MDL shall pay the applicable GST taxes to the successful bidders at actuals & suppliers shall pass on the reduction in prices to MDL on account of change in the tax structure.

20. **Inspection:** Receipt inspection by GRS-Inspection and detailed Inspection will be done by MDL User Department along with representative of the Supplier. Any objection raised by User against quality of materials shall be satisfactorily corrected by the Supplier, at his expense, including replacement as may be required within 07 working days. The above is applicable even after acceptance of materials and during guarantee period.

Rejected materials, if any, shall have to be promptly lifted by the supplier at his own expenses with his labour / transport as the case may be. Failure for lifting the rejected material within one week's time, from the date of intimation of the rejection, will be liable for disposal of the rejected material without notice and also for recovery of ground rent for storage of such material.

21. **Consignee:** The Successful bidder/s shall arrange dispatch of goods by appropriate Rail / Road mode as per the order to "GOOD RECEIVING SECTION / MDL User Department at Mazagon Dock Shipbuilders Limited, Dockyard Road, Mumbai-400010, 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 reach our yard beyond above time the same may be retained over night at your risk & cost. Being door delivery orders, the supplier shall categorically direct the transporter to deliver the ordered items without insisting for consignee copy of the Lorry Receipt.

The following documents are mandatory to be submitted along with the consignment:

- (i) Delivery Challan (3 Original Copies)
- (ii) Invoice (1 ink signed copy / carbon copy)
- (iii) Order copy and Amendment copy if applicable (Photo Copy)
- (iv) Packing List (Original)

22. **Modifications to the Bids:** Bidders desirous of submitting modified bids prior to the closing date & time may do so by submitting revised bid online not later than the deadline for submission of bids. Please note that modified bids shall be submitted through E-Procurement system only.
23. **Public Grievance Cell:** A Public Grievance Cell headed by General Manager (F-CA) has 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.

24. **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 Successful bidder shall pay liquidated damages, a sum representing 0.5% (Half per cent) per week or part thereof the Order Value, subject to maximum of 5% of the final Order / Contract value. LD will be applicable on the value of the undelivered portion of goods on delivery date mentioned in the purchase order.

25. MDL reserves the right to accept any or all offers in part / full without assigning any reasons whatsoever. In case of any dispute, our decision in this matter shall be final and legally binding on

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

26. Risk Purchase & Order Cancellation:

(i) In case of delay beyond the contractual delivery period, 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.

(ii) In case of non-replacement of defective printing brochure for quality, printing errors if any within 7 days, MDL reserves the right to procure it at suppliers risk and purchase as this item is having high goodwill image for the company.

27. 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.

28. All the terms & conditions of TEF (Tender Enquiry Form), General Terms & Conditions (GT & C), MDL Standard Terms & Conditions (STACS) shall be applicable to this tender. Bidder shall abide by all TEF, Standard Terms and Conditions of Supply (STACS), GT&C, and Acceptance formats should be properly filled, signed and should be uploaded along with techno-commercial (Part-I) bid. Deviation if any shall be clearly indicated, failing which it will be construed that the same are acceptable to you in totality.

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

30. We look forward to your participation in on-line bidding by offering your most competitive and reasonable bid against this tender.

Yours faithfully,
For Mazagon Dock Shipbuilders Limited

श्री. प्रेषित सावंत
प्रबंधक (वा-सा. क्र.)

Following Forms / formats are uploaded:

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

Enclosures:

Enclosure 1 - Illustration for loading criteria.

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

Enclosure 4 - Security Deposit Bank Guarantee Format.

Enclosure 5 - RTGS / NEFT / ECS Format.

Enclosure 6 - Statutory requirements, Official Secret Act 1923 & Safety clause.

Enclosure 7 - EMD Format.

ENCLOSURE - 1**ILLUSTRATION OF LOADING CRITERIA****(Not to be filled, only for information purpose)****A.**

Sr. No.	Description	Indigenous vendor without import content
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

Note: Evaluated Bid Value for the purpose of ranking and determination of L-1 Bid shall be the value arrived at Sr.No.19 of the table above.

ENCLOSURE - 2**STANDARD TERMS AND CONDITIONS (STACS)**
(For Purchase of Items)

1. The word '*Purchaser*' refers to MAZAGON DOCK LIMITED (MDL), a Company registered under the Indian Companies Act, 1913 and it includes its successors or assignees.
2. 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.
3. The word '*Owner*' means the person or authority with whom Mazagon Dock 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.
4. **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.
5. **COMMUNICATION & LANGUAGE FOR DOCUMENTATION:** 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.
6. **PURCHASER'S PROPERTY:**
 - 6.1 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.
 - 6.2 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.
7. **RISK PURCHASE:**
 - 7.1 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.
 - 7.2 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.
8. **RECOVERY-ADJUSTMENT PROVISIONS:** 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.

9. **ADDITIONAL BANK GUARANTEE:** 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.
10. **INDEMNIFICATION:** 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.
11. **TRANSFER OF SUPPLIERS / CONTRACTOR'S RIGHTS:** 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.
12. **SUBCONTRACT & RIGHT OF PURCHASER:** 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 bidders who had quoted for the concerned tender.
13. **PATENT RIGHTS:** 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.
14. **AGENTS/AGENCY COMMISSION:** 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.

15. USE OF UNDUE INFLUENCE / CORRUPT PRACTICES:

- 15.1 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 other 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.
- 15.2 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.
- 15.3 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.

- 16. IMMUNITY OF GOVERNMENT OF INDIA CLAUSE:** It is expressly understood and agreed by and between M/s. (Bidder / Supplier / Contractor) and Mazagon Dock 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.

17. **EXPORT LICENCE:** 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.
18. **BANNED OR DE-LISTED CONTRACTORS / SUPPLIERS:** 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.
19. **DUTY OF PERSONNEL OF SUPPLIER/SUPPLIER:** 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.
20. **ARBITRATION:**
- 20.1 Any dispute / differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations. Unresolved disputes/ differences, if any, shall be settled by Arbitration and the arbitration proceedings shall be conducted at Mumbai (India) in English language, under the Indian Arbitration and Conciliation Act, 1996. MDL may prefer to have arbitration through Institutes such as Indian Council of Arbitration (ICA)/Indian Merchant Chambers (IMC), in which case appointment of separate arbitrator by both sides and then appointment of third arbitrator will not be required.
- 20.2 In case of unresolved difference / dispute between Purchaser and Supplier, Purchaser being a Public Sector Enterprise, shall be referred by either party to the Department of Public Enterprises, as per extant guidelines.
- (Any changes to arbitration clause must be vetted by CS & LE Deptt before incorporation in contract/PO).
21. **JURISDICTION OF COURTS:** 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.

ENCLOSURE - 3

GENERAL TERMS & CONDITIONS (GT&C) FOR ITEMS & SERVICES
(EXCLUDING CIVIL WORKS)

1. **Blank**
2. **SECURITY DEPOSIT:** The successful bidder shall submit a Security Deposit @ 5% of the value of the Order in the form of Demand Draft / Bank Guarantee in the prescribed format in favour of Purchaser within 15 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.
3. **FORFEITURE OF EMD / BID BOND:** 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.
4. **FORFEITURE OF SECURITY DEPOSIT:** Non-performance of agreed terms and or default / breach by Bidder / Vendor / Contractor will result in forfeiture of security deposit with application of risk purchase provisions as felt appropriate by the Purchaser.
5. **FORFEITURE OF PERFORMANCE GUARANTEE:** In the event of Bidder / Vendor / 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 / Vendor / Contractor in this regard.
6. **SUPPLIES:** 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.
7. **PROGRESS REPORTING & MONITORING:** Where so stipulated in the order, the Bidder / Vendor / 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.
8. **CANCELLATION OF ORDER:**
 - 8.1 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.
 - 8.2 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.
 - 8.3 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 you.
9. **PRESERVATION AND MAINTENANCE:**
 - 9.1 Should any material require any l 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.

- 9.2 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.
- 9.3 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.

10. FREIGHT & INSURANCE:

- 10.1 **For Indigenous Bidders:** 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.
- 10.2 **For Foreign Bidders:** For overseas supplies on FOB port of dispatch basis, Transit Insurance shall be arranged by the Purchaser. The Bidder / Vendor / Contractor shall immediately on dispatch of the items, inform all relevant details of dispatch 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.

11. **TAXES & DUTIES / STATUTORY LEVIES:** 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 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 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.

- 12. DEMURRAGE:** Storage and Demurrage charges will be payable by the Bidder / Vendor / 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.
- 13. INSPECTION, TESTING:**
- 13.1 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.
- 13.2 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.
- 13.3 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.
- 14. RECEIPT INSPECTION BY MDL:** 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.
- 15. REJECTION OF MATERIALS:** 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.
- 16. TECHNOLOGICAL DEVELOPMENTS / MODIFICATIONS:**
- 16.1 The Bidder / Vendor / Contractor shall unconditionally and free of cost to the Purchaser transfer information on technological developments / innovations / modifications which the Bidder / Vendor / 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 / Vendor / 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 / Vendor / Contractor's Design Department in the course of manufacture of equipment ordered by the Purchaser, the Bidder / Vendor / Contractor shall incorporate such improved versions in the equipment without any extra cost to the Purchaser under Purchaser's prior consent.
- 16.2 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 / Vendor / Contractor, the Bidder / Vendor / Contractor, shall quote for and carry out all such modifications to the equipment.
- 16.3 Where the whole or a portion of the equipment has been specifically developed by the Bidder / Vendor / 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 / Vendor / Contractor, the design rights for the whole or portion thereof, of the equipment as appropriate, shall vest in the Owners.
- 16.4 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 / Vendor / Contractor shall pay to the Owner royalty at the rate mutually agreed to.

- 16.5 The Sub-contractor / Supplier / Vendor 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 / Vendor 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.

- 17. **PURCHASER'S RIGHT TO ACCEPT ANY BID, PART OF BID AND TO REJECT ANY OR ALL BIDS:** 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.

- 18. **BANK GUARANTEE FOR FREE ISSUE MATERIAL:** The Bidder / Vendor / Contractor shall furnish Bank Guarantee 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.

- 19. **BIDDER'S RESPONSE IN CASE OF NO PARTICIPATION:** 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 of 'Approved Registered Vendors.

- 20. **FACILITY PROVISION (Applicable only for Services):** 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.
