



TENDER ENQUIRY
[SINGLE TENDER]

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

Tender No : 1300001152
Purchasing Executive : M A PATIL
To

Department: EY COMMERCIAL
Purchasing Executive: M A PATIL
Telephone No:+91 23763581
Fax No:+91 23741386
Email ID: mpatil@mazdock.com

Tender Number: 1300001152
Tender Date: 08.05.2017
Tender Closing Date 17.05.2017
Tender Closing Time 12:00:00
RFQ Number: 2050001261

Telephone No:
Fax No:
Email ID:

Tender Fee: Rs 0.00
EMD Amount: Rs 0.00

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

Tender Opening Date: 17.05.2017 Tender Opening Time: 15:00:00

Offer should be valid up to: 17.07.2017

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

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

Dear Sir / Madam ,

SUB:- PROCUREMENT OF HOSES AND GASKETS OF HP AIR COMPRESSOR (MS02) FOR SM1 & SM2 OF P-75

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

Sl.No.	Material/Service Details	Quantity/Unit	Delivery Date
00010	Material Number:- 350000000000050074 1st Stage draining hose Material Description :1st Stage draining hose, G51464	2 Number	27.05.2017
00020	Material Number:- 350000000000050075 3rd Stage drainage hose Material Description :3rd Stage drainage hose, G51465	2 Number	27.05.2017

Tender Number:- 1300001152		Tender Date:- 08.05.2017		RFQ Number:- 2050001261	
Sl. No.	Material/Service Details	Quantity/Unit	Delivery Date		
00030	Material Number:- 350000000000050076 2nd & 4th Stage drainage hose Material Description :2nd & 4th Stage drainage hose, G51466	4 Number	27.05.2017		
00040	Material Number:- 350000000000050550 Toroidal gasket 27X2 Material Description :Toroidal gasket 27X2, ref:02100078	2 Number	27.05.2017		
00050	Material Number:- 350000000000050551 Toroidal gasket 16X2 Material Description :Toroidal gasket 16X2, ref:02100222	2 Number	27.05.2017		
00060	Material Number:- 350000000000050552 Toroidal gasket 10X2 Material Description :Toroidal gasket 10X2, ref:02101446	2 Number	27.05.2017		
00070	Material Number:- 350000000000050074 1st Stage draining hose Material Description :1st Stage draining hose, G51464	2 Number	27.05.2017		
00080	Material Number:- 350000000000050075 3rd Stage drainage hose Material Description :3rd Stage drainage hose, G51465	2 Number	27.05.2017		
00090	Material Number:- 350000000000050076 2nd & 4th Stage drainage hose Material Description :2nd & 4th Stage drainage hose, G51466	4 Number	27.05.2017		
00100	Material Number:- 350000000000050550 Toroidal gasket 27X2 Material Description :Toroidal gasket 27X2, ref:02100078	2 Number	27.05.2017		
00110	Material Number:- 350000000000050551 Toroidal gasket 16X2 Material Description :Toroidal gasket 16X2, ref:02100222	2 Number	27.05.2017		
00120	Material Number:- 350000000000050552 Toroidal gasket 10X2 Material Description :Toroidal gasket 10X2, ref:02101446	2 Number	27.05.2017		
<p>Terms & Conditions as indicated in Part A of this tender and other enclosures / annexures form an integral part of this tender document. We look forward to receive your most competitive and reasonable offer against this Tender.</p> <p>For Mazagon Dock Shipbuilders Ltd</p>					

**TENDER ENQUIRY FORMAT
PART-A to Tender No. 1300001152
Emergency Single Tender
Fast Track Procurement**

SUB: Procurement of Hoses and Gaskets for HP Air Compressor (MS02) for SM1 of P-75

MAZAGON DOCK SHIPBUILDERS LIMITED, Mumbai India, a premier Warship building, Ship repair, Submarine Construction & Refits and Heavy Engineering Company owned by Government of India under Ministry of Defence, is contracted for construction of six in number SCORPENE SUBMARINES (P75-Project) FOR INDIAN NAVY in collaboration with M/s. DCNS, FRANCE.

Mazagon Dock Shipbuilders Limited Invites single nominated vendor **M/s. ELGI SAUER Compressors Ltd., Coimbatore., India, (Sister Company of M/s. GIRODIN SAUER S.A, France)** for Submission of Competitive And Reasonable Bids in Two Bid System through E-tender for the Supplies & terms as detailed below;

Issue of E - Tender Enquiry Document: This e-tender enquiry is only for vendors short listed by MDL and this e-tender can be downloaded from our E-procurement website <https://eprocuremdl.nic.in>. To login and quote against this e-tender on E-procurement portal, bidders should have Digital Signature Certificate (DSC). The helpline number is 0120-4200462,0120-4001002, Mobile number 8826246593, you can also mail to eproc-support@gov.in

Tender opening: Technical bid (PART-I) will be opened immediately after the tender closing date and time through E-procurement portal. Bidders can view details of quotation received against tender after tender opening on e-procurement website.

Price bid opening: After completion of Technical scrutiny, intimation for price bid opening (PART-II) will be communicated only to technically accepted bidders. Bidder(s) to note that such intimation may be given at a short notice by Fax, E-mail or even by telephone only to technically accepted bidder(s). If any such technically accepted bidder wishes to remain present at the time of opening the price bid, he should login on our website mentioned above. Bidder's no response to such intimation or any request to reschedule price bid opening is not acceptable to MDL & will be construed as bidder's inability to attend the price bid opening.

Bidder's any representation in this regard will not be entertained.

1. **Description of Supplies:** Procurement of Hoses and Gaskets of HP Air Compressor (MS02) for SM1 and SM2 of P-75 (Item description, technical specification, quantity, delivery schedule, important notes to the bidders, QA requirements & General clause for the supply as per Enclosure-1 & Purchase order specification (POS) Ref No. SCI-049160 Rev-E with annexures). Bidder shall confirm that the scope of supply is fully understood by them and quoted as per the Enclosures.

List of all applicable documents is indicated at Annex-4 of POS- SCI-049160 Rev -E

(Note - Bidder is requested to collect Procurement Order Specification (POS) SCI- 049160 Rev -E & all RFP documents at Annex-4 of POS.

Note- Bidder to collect Procurement Order Specification (POS) SCI- 049160 Rev-E & all RFP documents at annex 4 of POS-SCI-049160 Rev-E on submission of Non Disclosure Agreement (NDA) on Rs 100 non judicial stamp paper. It may please be noted that POS is to be collected in advance and bidder should quote according to (POS). ~~In case of foreign bidders NDA on their letter head is acceptable.~~ Please refer NDA format at Enclosure-19.

2. **Validity Period:** Bids / Offers Shall have the validity period of **60** Days from the tender closing date.
3. **Submission of offer in Two Bid System (Technical (Part-I) + Price Bid (Part-II)):** Offer must be submitted in Two bid system through E-procurement portal and scanned copies of following documents to be attached along with the offer;

(AA) Part-I : Scanned copies of the below mentioned documents to be attached on E-procurement portal Part-I

- i. Statement on their Company Letterhead indicating Tender No, Tender Date, confirming compliance and acceptance on the Scope of Work and other Terms and conditions as included in this tender enquiry, duly signed, stamped and dated by bidder's authorized person(s).
- ii. Acceptance on clauses of Tender Enquiry (TEF), GT&C and STACs stating 'Accepted OR Not

Accepted' as per **Enclosure 2, 4 & 6.**

Or

Statement on letter head conforming acceptance of all TEF, GT&C and STACS terms and conditions of the tender.

- iii. Deviation Sheet as per **Enclosure 8** in case of any deviation to TEF, GT&C and STACS.
- iv. Rate Sheet as per **Enclosure 7**, BLANKING the PRICES but clearly indicating 'QUOTED' OR 'NOT QUOTED' as applicable against each of the listed item in the prescribed format (**as per Enclosure-7**) duly Stamped & Signed.
- v. Bidder to submit List of Documents and Certificates that will be provided along with items as per **Enclosure-16.**

(BB) PART II : This should contain only the PRICES for items quoted strictly in the prescribed format provided with the e-tender:

THE CURRENCIES INDICATED IN THE TENDER CURRENCY SETTINGS ARE NOT EXHAUSTIVE.
BIDDERS CAN QUOTE IN OTHER CURRENCY ALSO.

IN CASE OF ANY CONFLICT BETWEEN TENDER DOCUMENT AND E-PROCUREMENT TENDER FORMAT, PLEASE CONTACT MDL.

4. **Bid Rejection Criteria:**

A) Following Bids shall be Categorically Rejected

- ~~i. Bids received other than through E-procurement portal~~

B) Following bid rejection criteria may render the bids liable for Rejection:

- i. Incomplete / misleading / ambiguous bids in the considered opinion of TNC.
- ii. Bids with technical requirements and or terms not acceptable to MDL / Customers / External agency nominated as applicable.
- iii. Bidders not agreeing to furnish required Security Deposit / Required Contract Performance Guarantee till completion of the supplies / services as per contract.
- iv. Bidders not agreeing to furnish Performance Bank Guarantee for equipment supplied / services rendered or not agreeing for retention of equivalent amount by MDL up to the period till completion of contractual and guarantee / warranty obligations.

5. **Delivery Period / Completion Schedule:**

Indicative Time Schedule for arrival of ordered materials in MDL Mumbai Store basis for each boat is as below:

Boat Nomenclature	MDL Yard Ref No.	Indian Supplier: Desired time for Arrival of materials in MDL, Mumbai
SM-1 & SM2	11875 & 11876	10 days from the date of Purchase Order

Note: Note: Delivery date to be considered for the purpose of LD (if any) will be the date of delivery of items to MDL ~~or date on Air way bill~~. You are requested to confirm the delivery schedule in the offer. In case the proposed delivery schedule is unable to achieve, you shall submit minimum delivery lead time from date of placement of order.

6. **Pricing:** The prices quoted shall remain firm and fixed for delivery

A. 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.

The prices quoted shall remain firm and fixed during the currency of the order / contract unless agreed otherwise by MDL. Needless to state that the delivery terms by way of high sea sales / sale in transit are not acceptable.

B. Price Variation Clause (PVC): Not applicable.

7. **Terms of Payment: Advance Payment not allowed.**

Our payment terms shall be as under:

For Indian Bidders: Full payment for the value of supplies, as reduced by any deductibles and/or the amount leviable towards liquidated damages if any, will be made through NEFT/RTGS between 25-30 days after receipt of following documents and acceptance of materials by MDL QA-EY and SOT (MB)

- i. Set of Original+2 copies of signed Invoice showing item-wise description & prices as per order.
- ii. Delivery challan duly acknowledged by MDL stores.
- iii. Set of Original+2 copies of Certificate of Conformity as per MDL format at **Enclosure-14.**

- iv. Set of Original+2 copies of Warranty Certificate as per **Enclosure-10**.
- v. Set of original +2 copies of Shelf Life Certificate, wherever applicable.
- vi. Original + 2 copies of Performance Bank Guarantee towards warranty in prescribed format enclosed at **Enclosure-15**

8. Taxes & Duties:

For Indian Bidders: You are required to quote the amounts of taxes and duties as applicable, separately, duly indicating the base amount(s) and the applicable rate(s), under each of the heads indicated above. Wherever exemption certificates are issued, no liability for payment of taxes and duties arises and hence taxes and duties shall not be reimbursed/ allowed.

Supplier will not be entitled to any increase in rate of taxes occurring during the period of extended delivery 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.

In absence of any such stipulation in the bid, it will be considered that the prices quoted by the bidder are inclusive of Taxes & Duties and no separate liability for payment of Taxes & Duties will devolve upon MDL. Duties will not be reimbursed wherever exemption certificates are issued by MDL.

Exemption certificate

Depending up on the MDL agreement/contract with the customer, the following certificates will be given upon specific request & submission of relevant details by the bidder at least 2 to 3 days in advance:

Excise Exemption Certificate	Issue of 'C' form w. r. t. Sales Tax
Octroi Exemption Certificate	

9. Guarantee / Warranty:

The items/material are to be guaranteed for a period of 12 months from the date of supply of ordered materials in MDL in case of indigenous vendor and/or the items supplied shall have warranty for a period of 12 months from the CIF delivery date (Date on AWB/ Bill of Ladding) of each item in case of foreign vendor.

The bidder shall warranty that the items supplied under the order shall be free from all defects in materials and workmanship, of the highest quality, consistent with established and generally accepted standards for such supplies, in full conformity with the specifications / drawings. The warranty shall survive inspection of, payment for & acceptance of the items supplied but shall expire 12 months after CIF delivery / in MDL as case may be. If within the above mentioned period, the items supplied in the opinion of MDL is found to be defective in workmanship and/or due to faulty materials, MDL shall have the right to advise you to replace in whole or in part, such defective portion at your expenses and to the entire satisfaction of MDL

10. Performance Bank Guarantee towards Warranty:

Contractor / Supplier / Vendor will be required to submit a Performance Bank Guarantee in the MDL prescribed format as per **Enclosure-15** from a Nationalised /Scheduled Bank or bank of International repute excluding Co-operative banks, for 10% (Ten per cent) value of the order and valid for a period of 13 months (12 months warranty period + one month claim period) from the date of delivery or 12 months after commissioning of submarine whichever occurs earlier plus one month as a claim period or agree for retention of equivalent amount by MDL up to the period till completion of contractual & Guarantee / Warranty obligations.

11. Consignee:

For Indian Bidder: The Supplier/Vendor shall arrange dispatch of goods by appropriate transport mode as per the order and consign the same to: **Officer In-Charge, East Yard- Stores, Mazagon Dock Shipbuilders Ltd., Dock Yard Road, Mumbai – 400 010, INDIA**. The supplier shall categorically direct the transporter to deliver the ordered items without insisting for consignee copy of the Lorry Receipt.

12. Mode Of Dispatch:

For Indigenous bidders :- Road / Rail / ~~Sea~~ / ~~Air~~

13. Public Grievance Cell:- A Public Grievance Cell headed by Shree. S D Kajwe, General Manager (F-P&S) 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 3rd floor, West Block, Mazagon Dock Shipbuilders Limited, Dock Yard Road, Mumbai, 400010, INDIA or send their complaints / grievances to him in writing for redressal. His Telephone No. is 022-2373 1561/23782338 Ext 2106.

14. **Liquidated Damages:**

- (a) 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 Vendor / Contractor shall pay liquidated damages, a sum representing 1 % (One per cent) per Week, subject to maximum of 5% of the undelivered portion. If the supply is delayed, the supplier shall deliver the immediate required material proposed by MDL by fastest mode of transport including air at suppliers cost..
- (b) Vendor / Contractor (Seller) will also be liable to pay Liquidated Damages for late delivery of the Documentation as agreed to by Purchaser and Vendor / Contractor (Seller) and as stated in the Purchase Order. The amount of such damages will be same as that stated in Para (a) above.
- ~~(c) For Foreign Bidder: Date of Bill of Lading /Air way Bill (marked as Freight paid) shall be considered for the purpose of levy of liquidated damages. The risk and ownership shall be transferred on CIF basis.~~

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

16. **Inspection:**

Inspection criteria will be **Certificate of Confirmatory (COC)** issued by Supplier/ Manufacturier's QA Department is applicable.

Receipt inspection will be carried out at MDL by MDL-QA-EY and SOT (MB) and discrepancies reported, if any, will have to be soon addressed / resolved by you with appropriate corrective actions.

17. **Security Deposit (SD) for contract performance :**

If the negotiated delivery period of the items is more than 25 days from the date of Purchase Order and the total order value is more than Rs 10 lakhs (or equivalent foreign currency) then Security Deposit (SD) clause is applicable as follows:

Bidder shall submit Security Deposit (contract performance BG) for an amount of 5%(Five per cent) of the Contract/Order value (excluding taxes, duties, freight service component) in the form of DD/ Pay Order / Bank Guarantee in favor of Mazagon Dock Shipbuilders Limited as per MDL standard format from a Nationalized / Scheduled Bank or bank of International repute excluding Co-operative banks within 25 days from the date of transmission of order and valid till contractual delivery of all the items. Bank Guarantee should be valid till contractual delivery date plus one month for claim period and one month before expiry, it shall be extendable until delivery of last ordered item. Security Deposit will be returned only after successful execution of the order. Refund of security deposit whenever considered admissible by the Purchaser, shall be without interest only. MDL Standard format for Security Deposit is enclosed at **Enclosure-18**.

In case of non submission or late submission of Security Deposit:

- a) MDL may at their discretion cancel the order and invoke risk purchase clause.
- b) If the MDL does not cancel the order then interest will be recovered on the Security deposit amount for the late submission of Security deposit at the rate of interest i.e. SLR plus 2% in case of Indigenous bidders & LIBOR / EURIBOR plus 2% in case of foreign bidders declared by Indian Nationalized Bank, State Bank of India for that quarter.

18. **In Service Life/Shelf Life:** You shall supply the Hoses and Gaskets of HP Air Compressor (MS02) from the latest production with minimum 80% residual shelf life available to MDL at the time of delivery. The In Service Life/Shelf Life of the material shall be stipulated in the offer (Part-I i.e. Technical Bid). In case of shelf life, the period and the relevant storage conditions should be clearly specified. You shall fill the format for shelf Life at **Enclosure-11** and submit the scanned copy in Part-I (Technical Bid).

19. **Packaging and Marking:** Bidder shall ensure to mark each item described in the TEF with unique identification No. having reference to the Yard/Submarine and do the packaging and marking as stipulated in scope of work at Enclosure-1 (section 2) and as per Article 3.4 of POS SCI-049160 Rev-E for Transport and Delivery.

20. **Forwarding-Despatch of Material**

Indian Bidders: Items duly packed and marked should be delivered at EY-Stores/ Anik Stores in MDL Mumbai.

21. **Free Issue Material Bank Guarantee (FIMBG):** In case the materials supplied by bidder are reported to be non-compliant with ordered specifications, after it's receipt in MDL or during warranty period, for which the payments have already been made by MDL to the firm, then the firm is required to submit Free Issue material Bank Guarantee (FIMBG) in the prescribed format of MDL as per **Enclosure 13** and FIMBG should be submitted within 15 days from intimation of the non-conformity of items by MDL. The value of FIMBG shall be equivalent to the value of material paid by MDL to the firm with adequate validity till completion of corrective action such as rework/ replacement of the rejected items.

22. In case of supply of duplicate/spurious/substandard items by the firm, MDL will resort to prosecution of the firm by taking legal action with all the stringent measures against the firm for supplying such items which has lead to delay of the project of national importance and has endangered the national security. The firm will also be blacklisted in MDL & will be debarred from quoting in future MDL tenders and the same will be intimated to all other public sector undertakings and other Government organisations. This is in addition to other provisions/remedies and terms & conditions of the tender enquiry.
23. The bidder shall abide statutory requirements, Official Secret Act 1923 as per the **Enclosure -12**
We look forward to receive your most competitive and reasonable offer against this tender.

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

Mahesh Patil
Manager (Commercial –East Yard)
Tel No.: +91-22-23762613

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Enclosure-1

SCOPE OF SUPPLY

TITLE: Procurement of Hoses and Gaskets of HP Air Compressor (MS02) for SM1 of P-75

SECTION-1

Vendor's scope is limited to Supply of "**Hoses and Gaskets of HP Air Compressor (MS02)** for P-75 as per the Procurement Order Specifications (POS) comprising of following items but also includes Technical & other documentation, Services where required by MDL and complying to the specifications, terms included in this tender enquiry.

Items should be supplied as per below list of documents.

Notes:

1. The bidder shall confirm the delivery schedule or minimum delivery lead time in their technical bid.
2. The material to be manufactured, inspected and supplied as per Procurement Order Specification POS-SCI-049160- Rev E' for Hoses and Gaskets of HP Air Compressor (MS02):

INSPECTION BY:

- (i) As per TEF Cl no 16 of tender.

SECTION-2

(Standard technical conditions document no. EY/D/11875/G/550 Rev –C Dtd. 04/01/2010)

1. General Technical & QA requirements for procurement of items.

1. Deliverables:

(a) Equipment and Installation material

- (i) ~~Equipment / systems and all accessories including suitable interfacing devices to enable requisite data exchange with other onboard systems, as applicable to concerned Equipment / Systems.~~
- (ii) ~~All installation materials viz. Special Cables, Cable Glands, Plugs & Sockets, Connectors, Pressure Hull Penetrations, Shock mounts, Hard Wares, etc. whichever is applicable to the concerned equipment / systems. The SELLER should provide complete binding and installation data / drawings of Equipment / Systems to enable BUYER to prepare installation drawing and to finalize the yard material requirement for installation.~~
- (iii) ~~All requisite test equipment, tools, test jigs & Special Tools and Test Equipment (STTE) for carrying out Installation, Setting to Work (STW), Harbour Acceptance Tests (HATs) and Sea Acceptance Tests (SATs), as applicable to concerned Equipment / Systems.~~

(b) Spares:

- (i) ~~One set of spares for STW, HAT & SAT.~~
- (ii) ~~One set of onboard spares.~~
- (iii) ~~One set of Base and depot spares to sustain system exploitation for 5years.~~

(c) Software/ Firmware: ~~One master copy of entire software and firmware with operating system. Two programmable memory chips loaded with firmware. Document describing procedure of reloading the software / firmware should accompany these CD/Chips.~~

(d) ~~SELLER should indicate details of scope of supply of equipment / system, Technical Assistance, documentation and training.~~

(e) ~~The SELLER is required to provide detailed list of spares with itemized Spare Parts Price List, list of test & optional equipment with costs, the likely consumption rate of the spares based on the~~

- exploitation pattern of the equipment. The SELLER would have to finalise the terms for the life time product support in the current contract only.
- (f) The BUYER would have the option to amend the Manufacturer's recommended list of spares (MRLS) proposed by the SELLER within 18 months of the expiry of the warranty period. The SELLER would either 'Buy Back' the spares rendered surplus or exchange them on cost to cost basis with the spares as required by the BUYER. The said spares would be purchased / replaced by the seller, based on the prices negotiated in the contract.

2. Services:

- (a) **Interfacing:** The SELLER should specify the interface requirement between the system offered and other ship systems on board, if required.
- (b) **Installation:** The SELLER shall provide necessary assistance of expert technicians / engineers from relevant field for on-board installation of special equipment. Offer should clearly indicate whether presence of SELLER's representative is required during installation.
- (c) **Setting to Work (STW) :** After satisfactory completion of installation inspection, the SELLER shall perform STW of the system which shall generally comprise of following work:
- (i) Application of power supply in accordance with the specifications.
 - (ii) Adjusting and tuning of the system as required for the commencement of HATs.
 - (iii) Verification of interface function in accordance with the specifications. Upon completion of the above, the SELLER shall provide to the BUYER a certificate of completion stating that the STW and interface checks have been completed satisfactorily. Such certificate of acceptance shall be signed by the SELLER's representative only.
- SELLER shall quote lump-sum amount towards the satisfactory completion of this activity. In addition to this, SELLER shall separately indicate manday rates of the specialist inclusive of hotel and traveling charges to and from his country, local traveling expenses in India, etc.
- (d) **Harbour Acceptance Test (HATs) :** HATs protocol / procedure / schedule shall be prepared by SELLER. The HATs shall be conducted by the SELLER after satisfactory completion of the STW. The HATs shall be conducted by the SELLER in the facilities of the END-USER, according to mutually agreed & approved trial protocol/procedure/schedule. HATs will be witnessed by BUYER's representative. Upon completion of the above, the SELLER shall provide to the BUYER a copy of HAT protocol, signed by both parties.
- SELLER shall quote lump-sum amount towards the satisfactory completion of this activity. In addition to this, SELLER shall separately indicate manday rates of the specialist inclusive of hotel and traveling charges to and from his country, local traveling expenses in India, etc.
- (e) **Sea Acceptance Test (SATs) :** SAT protocol / procedure will be prepared by SELLER. The SATs shall be conducted by the SELLER after satisfactory completion of the HATs. The BUYER will inform the SELLER about likely dates of conduct of SAT. The SAT schedule will be mutually agreed between the BUYER and SELLER. The SATs shall be conducted by the SELLER in the facilities of the END-USER, according to mutually agreed and approved trial protocol/procedure/schedule. SATs will be witnessed by BUYER's representative. Upon completion of the above, the SELLER shall provide to the BUYER a copy of SAT protocol, signed by both parties.
- SELLER shall quote lump-sum amount towards the satisfactory completion of this activity. In addition to this, SELLER shall separately indicate manday rates of the specialist inclusive of hotel and traveling charges to and from his country, local traveling expenses in India, etc.
- (f) **Training:** Training of submarine crew and Maintainer personnel, on system operation and maintenance respectively shall be included in the SELLER's scope. This training (theoretical part) should be conducted either at SELLER's premises on completion of FATs or at END-USER's premises just prior to commencement of STW on board respectively. Practical training shall be part of system STW so that END-USER's personnel can gain experience during association for HATs and SATs. Training plan is to include the following:
- (i) Course syllabus, timetable and subject wise training schedule. This Plan will be approved by END-USER.
 - (ii) Separate training for operator and maintainer.
 - (iii) The SELLER to provide computer aided customized package for better understanding by trainee.

3. Quality assurance, Standard of Design and workmanship:

3.1 The design, workmanship, quality and finish of the equipment shall conform to the latest standards / specifications applicable to Naval Ship / Submarine. List of applicable standard / specifications should be indicated by SELLER in offer.

3.2 Recommended quality Inspection for required item.

3.2.1 Group -A:

(i) Quantitative and qualitative controls of the item and its certificate of conformity when the item is received by MDL (basic control for any procured item).

3.2.2 Group-B:

(i) ~~Quantitative and qualitative controls of the item and its certificate of conformity when the item is received by MDL (basic control for any procured item).~~

(ii) ~~Analysis of the quality plan,~~

(iii) ~~Analysis of the supplier capacities to assure the quality of the product,~~

(iv) ~~Controls before delivery of conformity file,~~

(v) ~~Controls of the manufactured element (on all items or on samples), at the supplier premises by MDL or his representative.~~

3.2.3 Group-C:

(i) ~~Quantitative and qualitative controls of the item and its certificate of conformity when the item is received by MDL (basic control for any procured item).~~

(ii) ~~Analysis of the quality plan,~~

(iii) ~~Analysis of the supplier capacities to assure the quality of the product,~~

(iv) ~~Controls before delivery of conformity file,~~

(v) ~~Controls of the manufactured element (on all items or on samples), at the supplier premises by MDL or their representative.~~

(vi) ~~Inspection during the process of manufacturing, taking into account the aspects of management of the quality.~~

4. Factory Acceptance Tests:

~~4.1 — The Equipment/System in the scope of the SUPPLIER shall be subject to Factory Acceptance Tests (FATs), if applicable, at the SELLER's factory, and / or at his Subcontractors / Suppliers' factories, in accordance with test procedures, including the test specifications and protocols, mutually agreed and approved by the BUYER. Such FATs shall be considered successful and completed when the National Quality Assurance Authority (NQAA) OR Third Party Inspection (TPI) agency and the BUYER, if present OR Self-Certification by Supplier/OEM as per tender enquiry (TE), certify that the results are in conformity with the approved test specifications.~~

~~4.2 — The test procedures, including the test specifications and protocols, for FAT of Equipment/System shall be submitted to the National Quality Assurance Authority (NQAA) OR Third Party Inspection (TPI) agency and to the BUYER, not later than forty five (45) Days before the relevant test for the approval of the BUYER. The same shall be returned by the BUYER or the National Quality Assurance Authority (NQAA) OR Third Party Inspection (TPI) agency, acting on behalf of the BUYER, not later than fifteen (15) Days before the test. The tentative scheduled date of the relevant test is to be indicated by the SELLER while submitting the test procedures including the test specifications and protocols for FATs to the appropriate National Quality Assurance Authority (NQAA) OR Third Party Inspection (TPI) agency.~~

~~4.3 — All certificates and documents related to the FATs shall be issued in English Language.~~

~~4.4 — If the results of the FAT show that the Equipment is in accordance with the relevant test specifications, the SELLER, and the National Quality Assurance Authority (NQAA) OR Third Party Inspection (TPI) agency on behalf of the BUYER, and the BUYER, if present, shall sign six (6) copies of the FAT Certificate prepared by the SELLER. Upon signature, three copies shall be transmitted to the BUYER, one copy shall be retained by National Quality Assurance Authority (NQAA) OR Third Party Inspection (TPI) agency, and two copies retained by the SELLER.~~

~~4.5 — All defects or deficiencies which may be found during FATs shall be corrected by the SELLER at his own expense. In such case, re-testing of the affected parts of the Equipment or the complete Equipment, as required according to the appropriate test specifications for FATs shall be made at SELLER's cost.~~

~~4.6 — If the concerned Equipment has cleared all functional parameters and tests in accordance with Article 4.1 and has been accepted by the National Quality Assurance Authority (NQAA) OR Third Party~~

Inspection (TPI) agency and the BUYER's representative – if present, but with some minor observations (that is to say which do not affect the Equipment performance) recorded in the test report, the same shall be made good and certified by the SELLER prior to delivery.

~~4.7~~ — The BUYER shall provide SELLER with the necessary bio-data of his representative(s) or END-USER's representative(s) attending FATs at least thirty (30) Days prior to such tests for the purpose of obtaining security clearance.

~~4.8~~ — All FAT's shall be witnessed by the appropriate National Quality Assurance Authority (NQAA) OR Third Party Inspection (TPI) agency. In addition, if the BUYER requires to do so, the BUYER's representative shall also witness the FATs.

~~4.9~~ — The attendance of the National Quality Assurance Authority (NQAA) OR Third Party Inspection (TPI) agency OR Buyer's representative in the FAT OR Self Certification by Supplier/OEM as per tender enquiry (TE) does not relieve the SELLER from any responsibility regarding the quality of the respective Equipment according to the Contract requirements, even in case the BUYER does not make any remarks regarding the quality of Equipment.

5. Documentation:

~~5.1~~ The following documents are to be supplied by SELLER (both in hard copies as well as soft copies in CD ROMs):

- ~~(a)~~ Binding data / installation drawings – 2 Sets of hard copy & 2 Sets of soft copy.
- ~~(b)~~ Jigs / fixtures drawings – 2 Sets of hard copy & 2 Sets of soft copy.
- ~~(c)~~ Technical documentation (TMs) – 7 Sets of hard copy & 2 Sets of soft copy per submarine.

~~One Set of soft and hard copies of above drawings and final technical documentation should be directly forward to M/s DCNS under intimation to MDL.~~

~~5.2~~ The scope of documentation should include Operating Instructions / User Hand Book, Technical Description with PCB level circuit diagrams, Maintenance / Repair documents, Parts Identification List, installation specifications, Interface Control Documents, HATs and SATs procedures. The documents should also include followings:-

- ~~(a)~~ User hand book / Operator manual.
- ~~(b)~~ Design specifications
- ~~(c)~~ The technical documentation should include the following:
 - ~~(i)~~ Part 1: Technical descriptions / spares / detailed function of subassemblies.
 - ~~(ii)~~ Part 2: Inspection / Maintenance routines / Ship, squadron dockyard responsibilities / repair procedure / material used / fault diagnosis / usage of special maintenance tools (SMTs) / Special test equipment (STE).
 - ~~(iii)~~ Part 3: Procedure for disassemblies / assemblies, repair up to component level, safety precautions.
 - ~~a.~~ Part 4: Part list with drawing reference and list of SMTs / STE with test bench usage.
- ~~(d)~~ Manufacturer's recommended list of spares (MRLs)
- ~~(e)~~ Illustrated Spare part list (ISPL).
- ~~(f)~~ Technical manual on SMT/STE with drawing reference.
- ~~(g)~~ Complete Wiring diagram, Cable list, Equipment list and detailed connection diagrams indicating type of end connector with make.
- ~~(h)~~ TMs on maintenance of SMTs / STE.
- ~~(i)~~ The qualification of storage facilities at customer premises for ship base and depot spares.
- ~~(j)~~ The package procedure of sub-assemblies for long term and short term storages.
- ~~(k)~~ Servicing schedule.
- ~~(l)~~ Test protocols for all tests and trials.
- ~~(m)~~ Any additional information suggested by the OEM.

6. Packaging and Marking:

(a) Packaging:

Should be strongly and securely packaged for *Air/Sea/Road* transportation in a minimum cubic space, in such a manner as to prevent damage and pilferage in transit from point of shipment to final destination. Metal & moving parts where necessary, shall be well protected with preservatives to prevent rusting during transit and shelf life period. The main equipment, accessories and spares should all

be separately packed. The SELLER shall insert in each container a fully itemized packing list to show container number, contents, quantity, gross and net weights and cubic measurements. Deliverable items and each type of spares shall be packed and identified separately. Requirement, if any, of presence of SELLER's representative during receipt inspection in India shall be indicated clearly in the offer.

- (b) **Marking:** The marking on the containers, corresponding packing lists, etc., shall be clearly made to indicate the type of equipment packed inside the containers with stamped instructions that the container shall be stored in covered spaces and not exposed to the weather. Packages containing delicate and fragile material shall be marked in red block letter "FRAGILE", "DO NOT DROP".
- (c) All packaging & markings shall generally conform to INCOTERMS, for FOB / FCA delivery, as applicable.

7. **Product Support:**

~~7.1 On prices and terms and conditions to be agreed upon, The SELLER shall provide product support relating to the scope of supply up to thirty (30) years from delivery of equipment / system.~~

~~Such support shall be supplied by way of~~

- ~~(a) Supply of spare parts, materials, documents, data and technical services.~~
- ~~(b) Offering alternate solutions in the event of obsolescence or non-availability for any reason, of the spare parts, materials, documents as per sub-paragraph (a) above.~~

7.2 **In Service Life/Shelf Life.** The In Service Life/Shelf Life of the equipment / materials shall be stipulated in the offer as applicable, such as for welding consumables, paints, etc. In case of shelf life the relevant storage conditions should be clearly specified.

8. **Warranty:**

~~8.1 (a) The equipment / system supplied shall be warranted to be free from design, manufacturing or performance deficiencies for a period of 12 months after commissioning of the Submarine or 36 months from FOB / FCA delivery whichever is earlier.~~

(b) The items/material are to be guaranteed for a period of 12 months from the date of supply of ordered materials in case of indigenous vendor and/or the items supplied shall have warranty for a period of 12 months from the CIP/CIF delivery date of each item in case of foreign vendor.

8.2 If within the period of warranty, the goods are reported by the Buyer to have failed to perform as per the specifications, the SELLER shall either replace or rectify the same free of charge, maximum within 45 days of notification of such defect received by the SELLER, provided that the goods are used and maintained by the BUYER as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration. Record of the down time would be maintained by user in log book. Spares required for warranty repairs shall be provided free of cost by SELLER.

8.3 The SELLER also undertakes to diagnose, test, adjust, calibrate and repair / replace the goods / equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the BUYER and the SELLER. SELLER hereby warrants that necessary service and repair back up during the warranty period of the equipment shall be provided by the SELLER and he will ensure that the downtime is within 10% of the warranty period at any one time and not exceeding a cumulative period of 10% of the warranty period.

8.4 In case the repairs of an item under warranty are to be carried out at the SELLER's premises, the item to be repaired shall be sent to the SELLER's premises by the BUYER, appropriately packed, at the cost of the SELLER. The mode of freight shall be decided by the SELLER so as not to affect the construction schedule of the Submarine. Repaired parts shall be entitled to the residual warranty period as the original part or six months whichever is later. Replaced part shall enjoy the same provision of warranty as the original one.

9. The technical proposal from the SELLER should contain the full details of the requirements related to the system, i.e. performance, environment, EM compatibility, ship interface, functional interface, design & manufacturing and requirements related to qualification and acceptance. A certificate is to be obtained from DCN, France confirming the compliance of all the above requirements for the Scorpene class submarines.

Company's Seal

Signature, Name &
Designation

Enclosure-2

TEF ACCEPTANCE FORMAT

To,
General Manager (C-EY)
COMMERCIAL DEPARTMENT-EY
MAZAGON DOCK SHIPBUILDERS LIMITED
MUMBAI

TENDER ENQUIRY No.: 1300001152

TEF CL. No.	BIDDER'S REMARK (Acc/Dev)	TEF CL. No.	BIDDER'S REMARK (Acc/Dev)	TEF CL. No.	BIDDER'S REMARK (Acc/Dev)
1.		2.		3.	
4.		5.		6.	
7.		8.		9.	
10.		11.		12.	
13.		14.		15.	
16.		17.		18.	
19.		20.		21.	
22.		23.			

COMPANY'S NAME & ADDRESS :

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

NOTES :

1. Bidder confirms to have carefully read the Terms & Conditions enclosed only with this Tender Enquiry Form (TEF) prior to filling up this acceptance format.
2. Bidder confirms to have indicated "**ACC**" for Accepted, "**DEV**" for Deviation taken for each clause number in the above table.
3. In case of any deviations taken the bidder confirms to have attached **Separate Sheet** indicating all relevant details such as Number & description of the Clause, **Reasons for Deviation and suggested alternative(s)**.
4. Clause numbers shown in the above format also includes the sub-clauses under these clauses.

GENERAL TERMS & CONDITIONS (GT&C) FOR ITEMS & SERVICES

A10. BLANK

A20. SECURITY DEPOSIT.

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

A30. FORFEITURE OF EMD / BID BOND.

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

A40. FORFEITURE OF SECURITY DEPOSIT.

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

A50. FORFEITURE OF PERFORMANCE GUARANTEE

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

A60. SUPPLIES

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

A70. PROGRESS REPORTING & MONITORING

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

A80. CANCELLATION OF ORDER

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

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

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

A90. # PRESERVATION AND MAINTENANCE

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

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

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

A100. FREIGHT AND INSURANCE.

A102. For Foreign Bidders.

For overseas supplies on CIF basis. Freight & Insurance up to port of destination (Sea/Air) shall be arranged by the Supplier/Contractor. The Bidder / Supplier / Contractor shall immediately on despatch of the items, inform all relevant details of despatch such as Order Number, Bill of Lading/AWB Number marked as Freight Paid, Insurance policy/document, number of packages, value of consignment, invoice number directly to Purchaser's insurance Company & Purchaser in time. In case of delivery term other than CIF/CIP, the freight & insurance charges will be paid by the purchaser directly to the parties concerned.

A110. TAXES & DUTIES / STATUTORY LEVIES.

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

A120. DEMURRAGE

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

A130. # INSPECTION, TESTING.

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

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

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

A140. RECEIPT INSPECTION BY MDL.

A141. MDL shall carry out necessary inspection of the items on receipt, on the basis of an appropriate quality assurance system and inspection system requirements along with representative of the Owner. Any objection raised by MDL Quality Control Team against quality of materials or

workmanship shall be satisfactorily corrected by the Contractor at his expense including replacement as may be required within shortest possible time within 30 days. Items damaged during transit shall also be rectified/ replaced by the Contractor within shortest possible time, payment for which shall be made at mutually agreed rates.

A150. REJECTION OF MATERIALS.

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

A160. # TECHNOLOGICAL DEVELOPMENTS / MODIFICATIONS

A161. The Bidder / Supplier / Contractor shall unconditionally and free of cost to the Purchaser transfer information on technological developments / innovations / modifications which the Bidder / Supplier / Contractor would evolve in future (within 3 years) in relation to the supplied equipment. To enable this, the Purchaser's address shall be added to the Bidder / Supplier / Contractor's mailing list or database or any other document maintained for dissemination of product information and the Purchaser shall be informed of the action taken in this regard. If such improvements / modifications are brought in by the Bidder / Supplier / Contractor's Design Department in the course of manufacture of equipment ordered by the Purchaser, the Bidder / Supplier / Contractor shall incorporate such improved versions in the equipment without any extra cost to the Purchaser under Purchaser's prior consent.

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

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

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

A165. The Sub-contractor / Supplier / Supplier shall continue to support the equipment for a minimum period of 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.

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

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

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

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

A190 BIDDER'S RESPONSE IN CASE OF NO PARTICIPATION

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

A200. # FACILITY PROVISION (Applicable only for Services)

~~A201. The Purchaser would consider providing facilities like compressed air at one point, crange facility for handling~~

heavy loads for lowering onto the ship and water intended for use by the Contractor / Bidder for execution of contract for working within the Purchaser's premises at no extra cost to the Contractor / Bidder. Industrial gases, electrical power, office space / PU 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.

Enclosure-4

ACCEPTANCE FORM FOR GENERAL TERMS AND CONDITIONS (GT&C)

To,
General Manager (C-EY)
COMMERCIAL DEPARTMENT-EY
MAZAGON DOCK SHIPBUILDERS LIMITED
MUMBAI

TENDER ENQUIRY No.: 1300001152

GT&C CLAUSE No.	BIDDER'S REMARK (Acc/Dev)	GT&C CLAUSE No.	BIDDER'S REMARK (Acc/Dev)	GT&C CLAUSE No.	BIDDER'S REMARK (Acc/Dev)
A10	NA	A20		A30	NA
A40		A50		A60	
A70		A80		A90	
A100		A110		A120	
A130		A140		A150	
A160		A170		A180	
A190		A200	NA		

COMPANY'S NAME & ADDRESS :

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

NOTES : NA: Not Applicable

1. Clause Bidder confirms to have carefully read the General Terms & Conditions (GT&C) of the Tender Enquiry prior to filling up this acceptance format..
2. Bidder confirms to have indicated "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
3. In case of any deviations taken, **Bidder confirms to have attached Separate Sheet** indicating all relevant details such as Number & description of the Clause, Reasons for the Deviation and suggested Alternative(s).
4. Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example no. A10 means – Clause nos. A11, A12, A13.

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/Supplier/Contractor**' means the person / firm / Company who undertakes to manufacture and/or supply and/or undertake work of any nature assigned by the Purchaser from time to time and includes its successors or assignees.
- 103** The word '**Owner**' means the person or authority with whom Mazagon Dock Limited (Purchaser) has contracted to carry out work in relation to which orders are placed by the Purchaser on the **Bidder/Supplier/Contractor** under this contract for supply or manufacture of certain items and would include Department of Defence Production, Ministry of Defence, Government of India, the Indian Navy, the Coast Guard and any other specified authority.

120 GENERAL

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

200 COMMUNICATION & LANGUAGE FOR DOCUMENTATION

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

210. PURCHASER'S PROPERTY.

211. All property (such as materials, drawings, documents etc) issued by the Purchaser or any other individual or firm on behalf of the Purchaser in connection with the contract shall remain confidential, being the property of the Purchaser and the Bidder/Supplier/Contractor shall undertake to return all such property so issued and will be responsible for any or all loss thereof and damage thereto resulting from whatever causes and shall reimburse the Purchaser the full amount of loss and damage.
212. On completion of work in any compartment / location of the purchaser's premises, the Bidder/Supplier/Contractor must ensure that the place is left in a reasonably clean state and all scrap is transferred to nearby scrap-bins.

220. RISK PURCHASE

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

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

Bidder / Supplier / Contractor.

230. RECOVERY-ADJUSTMENT PROVISIONS:

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

~~240. ADDITIONAL BANK GUARANTEE~~

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

250. INDEMNIFICATION

251. The Bidder / Supplier / Contractor, his employees, licensees, agents or Sub-Supplier / 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 / Supplier / Contractor, his employees, licensees, agents or Sub-contractor by making good such damages to the property, or compensating personal injury and the total liability for such damages or injury shall be as mutually discussed and agreed to.

260. TRANSFER OF SUPPLIERS / CONTRACTOR'S RIGHTS:

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

270. SUBCONTRACT & RIGHT OF PURCHASER

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

280. PATENT RIGHTS.

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

290. AGENTS/AGENCY COMMISSION:

291. The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor/stockiest of original manufacturer of the stores referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommended to the Buyer or any of its functionaries, whether officially or unofficially , to the award of the Contract / Purchase order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation.

The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this Contract / Purchase order, the Seller will be liable to refund that amount to the Buyer.

The seller will also be debarred from participation in any RFQ/Tender for new projects/program with Buyer for a minimum period of five years.

The buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and base rate of SBI plus 2% (for Indian Vendors).

The Buyer will also have the right to recover any such amount from any contracts concluded earlier with Buyer.

300. USE OF UNDUE INFLUENCE / CORRUPT PRACTICES:

301. The Bidder / Supplier / Contractor undertakes that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Purchaser or otherwise in procuring the contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract with the Purchaser for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any 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.

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

303. In case, it is found to the satisfaction of the Purchaser that the Bidder / Supplier / Contractor has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents / Agency Commission and use of undue Influence, the Bidder / Supplier / Contractor, on a specific request of the Purchaser shall provide necessary information / inspection of the relevant financial document / information.

310. IMMUNITY OF GOVERNMENT OF INDIA CLAUSE

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

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

320. EXPORT LICENCE

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

330. BANNED OR DE-LISTED CONTRACTORS / SUPPLIERS.

331. The Bidder / Supplier / Contractor declares that they being Proprietors / Directors / Partners have not been any time individually or collectively blacklisted or banned or 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/SUPPLIER

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

350. DISPUTE RESOLUTION MECHANISM AND ARBITRATION

351. DISPUTE RESOLUTION MECHANISM (DRM)

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

ii) In case of non-settlement by (i) above, if at any time, before, during or after the contract period any unsettled claim, dispute or difference arose between the parties, upon or in relation to or in connection with or in any way touching or concerning this tender/agreement/order/contract, the same shall be referred to the concerned Functional Director.

The Functional Director shall then nominate an Executive of the rank of General Manager whom he thinks fit and competent or a Committee of Executives who/which shall then scrutinise the claims/disputes that have been referred to the concerned functional Director and make efforts for amicable settlements by mutual discussions/negotiations.

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

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

352. ARBITRATION

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

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

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

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

360. JURISDICTION OF COURTS

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

STACS ACCEPTANCE FORMAT

To,
General Manager (C-EY)
COMMERCIAL DEPARTMENT-EY
MAZAGON DOCK SHIPBUILDERS LIMITED
MUMBAI

TENDER ENQUIRY No.: 1300001152

STACS CLAUSE No.	BIDDER'S REMARK (Acc/Dev)	STACS CLAUSE No.	BIDDER'S REMARK (Acc/Dev)	STACS CLAUSE No.	BIDDER'S REMARK (Acc/Dev)
100		120		200	
210		220		230	
240	NA	250		260	
270		280		290	
300		310		320	
330		340		350	
360		-----		-----	

COMPANY'S NAME & ADDRESS :

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

NOTES : **NA: Not Applicable**

1. Bidder(s) confirms to have carefully read the Standard Terms & Conditions (STACS) included in the tender prior to filling up this acceptance format.
2. Bidder(s) confirms to have indicated "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
3. In case of any deviations taken the bidder confirms to have attached **Separate Sheet** indicating all relevant details such as Number & description of the Clause, **Reasons for Deviation and suggested alternative(s)**.
4. STACS clause numbers shown in the above format also includes the sub-clauses under these clauses. For example 220 means – clause nos. 220, 221, 222.

Enclosure -7***(Please quote on your letter head only)*****PRESCRIBED FORMAT – RATE SHEET****SUB: Procurement of Hoses and Gaskets of HP Air Compressor (MS02) for PROJECT P-75.****TENDER NO.: 1300001152****TABLE-A****Please indicate Currency**

Sr No	ITEM NO	MATERIAL NO	MATERIAL DESCRIPTION	QTY	UNIT	YARD NO	UNIT RATE (Rs.) DELIVERY UP TO MDL STORE	TOTAL PRICE (Rs.) DELIVERY UP TO MDL STORE
1	2	3	4	5	6	7	8	9= 5 x 8
1	00010	350000000000050074	1st Stage draining hose, G51464	2	Nos	11875		
2	00020	350000000000050075	3rd Stage drainage hose, G51465	2	Nos	11875		
3	00030	350000000000050076	2nd & 4th Stage drainage hose, G51466	4	Nos	11875		
4	00040	350000000000050550	Toroidal gasket 27X2, ref:02100078	2	Nos	11875		
5	00050	350000000000050551	Toroidal gasket 16X2, ref:02100222	2	Nos	11875		
6	00060	350000000000050552	Toroidal gasket 10X2, ref:02101446	2	Nos	11875		
7	00070	350000000000050074	1st Stage draining hose, G51464	2	Nos	11876		
8	00080	350000000000050075	3rd Stage drainage hose, G51465	2	Nos	11876		
9	00090	350000000000050076	2nd & 4th Stage drainage hose, G51466	4	Nos	11876		
10	00100	350000000000050550	Toroidal gasket 27X2, ref:02100078	2	Nos	11876		
11	00110	350000000000050551	Toroidal gasket 16X2, ref:02100222	2	Nos	11876		
12	00120	350000000000050552	Toroidal gasket 10X2, ref:02101446	2	Nos	11876		

Notes Applicable

1. **A. For Indian Bidders:** The bidder hereby confirms to have quoted the unit rates and total item wise values in the columns of above format only for delivery in MDL Mumbai, East Yard Stores, excluding taxes and duties which shall be as listed below.
2. **B. For Foreign Bidders:** Duties & taxes as applicable in India for Import of the material shall be borne by MDL. However taxes & duties prevailing in the country of foreign Manufacturer / Supplier are to be borne by the foreign bidder. The bidder hereby confirms to have quoted the unit rates and total item wise values in the columns of above format for **FOB / FCA Port of dispatch basis (for information only)** and values on CIP Mumbai Airport basis inclusive of all freight, insurance, custom & port clearance / handling and any other such charges in supplier's country but only excluding custom duty.

Taxes & Duties			
	Tax head	Rate applicable	Bidder to retain appropriate option & strike out not applicable option
1	Excise Duty		Included in price / Extra
2	Service tax		Included in price / Extra
3	Sales tax		Included in price / Extra
4	VAT		Included in price / Extra
5	Others like Octroi etc (Bidder to Specify)		Included in price / Extra

Note:

- a) The Prices indicated in the Price Bid shall be exclusive of Taxes and Duties. Rate of all the taxes & duties applicable are separately indicated against each head as above.
- b) Exemption Certificate will be provided by MDL on request of supplier for Excise Duty and Octroi Duty.

Name:

Designation:

Date:

Bidders Company Seal

FORMAT of Deviation Sheet

(To be made on Bidder’s Company Letterhead, Duly signed & stamped, dated and submitted as a part of Technical - Part-1 Bid of the offer by the Bidder)

Deviation Sr. No.	Page Sr. No. or Enclosure Reference of the Tender Enquiry	Clause Number for Which the Deviation is Sought	Brief Text Description of the Clause	Reasons for Deviation	Suggested Alternative
1.					
2.					
& so on...					

SAMPLE FORMAT OF SHIPPING INSTRUCTIONS

(ILLUSTRATIVE FORMAT)

MODE OF DESPATCH

1. ~~The goods may be despatched by sea or if more uneconomical by parcel post.~~

SPECIMEN SHIPPING CLAUSE FOR LINER CARGOES.

2.1 F.O.B. / F.A.S. CONTRACTS (IMPORTS)

In case the order is finalized by MDL on F.O.B./ F.A.S basis, the details of freight forwarding agent shall be obtained from the concerned commercial department.

2.2. C.I.F / C.I.P. CONTRACTS (IMPORTS)

Shipping arrangements has to be made by the Contractor / Suppliers. Date of bill of lading (marked as freight paid) on CIF basis shall be considered for the purpose of levy of liquidated damages. The risk and ownership shall be transferred on CIF basis. Following documents must be arranged by the Contractor / Suppliers while making shipment.

- i) ~~Bill of lading / AWB marked as Freight Paid~~
- ii) ~~Invoice.~~
- iii) ~~Packing note.~~
- iv) ~~Order copy.~~
- v) ~~Insurance Policy/Document.~~
- vi) ~~Freight paid certificate.~~
- vii) ~~Duty exemption certificate, wherever applicable.~~
- viii) ~~Pre- dispatch inspection report by Inspection Agency as per Purchase order / contract.~~

Note:

a. ~~The Pre-dispatch inspection shall cover Inspection of packing, signing of challan for correctness of packing, certification for packing having done as per standard norms/international norms shall be mandatory part of scope of work.~~

b. ~~All the documents should clearly indicate the Purchaser's Order number, Import License Number, Airway Bill / Bill of Lading Number marked as Freight Paid, Insurance Policy number /Insurance Document reference no.~~

3. ~~From Black Sea Ports of U.S.S.R.to India~~

All contracts whether FOB / FOR / C & F / CIF etc.

~~Transportation of equipment and materials under this contracts shall be done by Soviet and Indian Liner Vessels belonging to the Indo-Soviet Shipping Service on a party basis in accordance with the Soviet-Indian Agreement of the 6th April 1956 as amended up to date on the establishment of a regular shipping service between the Ports of the USSR and India.~~

4. ~~From Rostock (GDR) to India F.O.B. Contracts~~

~~The seller should arrange shipment of stores by vessels belonging to the member lines of the India-Pakistan-Bangladesh Conferences. If the seller finds that the space on the Conference lines vessels is not available in any specific shipment, he should take up with India-Pakistan-Bangladesh Conferences, Conferity House, East Grindstead, Sussex, U.K. for providing shipping space and also inform the shipping Co-ordination Officer, Ministry of Shipping & Transport, New Delhi. (Cable : TRANSHART, NEW DELHI. Telex : VAHAN ND - 2312,2448 and 3104.)~~

i) ~~The bills of lading should be drawn so as to show:-~~

SHIPPERS : THE GOVERNMENT OF INDIA

CONSIGNEE : ~~Government Department, Undertaking or Project concerned or Director of Supplies & Disposals / Embarkation Commandant (as specified in the tender)~~

~~(The name and address of the Post consignee and ultimate consignee should be indicated)~~

ii. ~~The non-negotiable copies of the bills of lading shall indicate the gross freight paid~~

5. ~~PARCEL POST METHOD OF DESPATCH TO INDIA~~

~~a. The goods must be packed suitably for postal despatch to India, and the parcel must be addressed to M/s. Mazagon Dock Shipbuilders Limited., Mazagon, Mumbai 400 010, showing the Order Number, Item Number(s) and the Import Licence Number, on the Wrapper, below the address.~~

6. ~~PACKING & MARKING~~

~~a. The materials must be adequately packed in all respects for normal transport by Sea/Postal/Air despatch to India, suitably protected against the effects of a tropical salt-laden, atmosphere, in the event of delay at Indian Port, before clearing.~~

~~b. Each class of material, and particularly electrical equipment should be packed separately and gross weight of individual cases kept under 4480 lbs. Where possible. If more than one case is included in shipment, cases should be numbered 01 and up & the corresponding number should be shown on the packing list, listing contents therein. Gross weight must be shown on each package to avoid penalty of Rs. 500/- by the local customs. All materials should be properly protected against ocean shipment particularly the possibility of rusting, corrosion or breakage.~~

~~c. Every case / package must contain a packing note indicating particulars of the contents.~~

~~d. All timber used in the packing of the materials is to be free from bark, insects and fungi.~~

~~7. The two ends of all packages should be colour splashed with a Blue background and a white diagonal line of 1" width. For identification. All cases are to be marked in letters 3" high wherever possible as under:-~~

MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI

Case No. _____

~~Order No. _____~~

Gross weight in Kgs. _____

Nett weight in Kgs _____

Outside dimensions _____

Made in _____

8. ~~Special marking instruction should comply with the Indian Merchandise Marks Act.~~

~~ii. Order packing cases to be clearly marked Made in _____~~

~~iii. Containers in packing boxes to be marked Made in _____~~

~~iv. Goods included in containers and packing cases to be marked either by stamping or tie labels with either :-~~

~~a. Made in _____ (Country of Origin)~~

~~b. Name of the manufacturers plus Country of Origin e.g.~~

~~**SIR WILLIAM ARROL & CO. LIMITED. ENGLAND.**~~

9. ~~All spares and accessories shall be separately crated and labeled as "Spare Parts".~~

10. ~~The following documents are to be airmailed to **MAZAGON DOCK SHIPBUILDERS LIMITED**, Mumbai, immediately they are ready to ensure that they reach us well in time before the arrival of the carrying vessel.~~

~~a. Original and three copies of Clean Bill of Lading / Airway Bill marked as Freight Paid.~~

~~b. Six copies of signed invoice showing item wise, CIF prices along with packing lists. Certificate confirming~~

~~_____ paid, Insurance Policy/Document, freight paid certificate have been airmailed directly to us immediately on shipment.~~

~~_____ c. Certificate of country of origin in triplicate.~~

~~d. Warranty certificate in triplicate.~~

~~e. Six copies of Manufacturer's Works Test Certificate / Shop Test Certificate.~~

~~f. Six copies of Certificate of Inspection and Approval from ABS / LRS / DNV / DOT or any other nominated inspection authority, (whichever is applicable).~~

~~g. Certificate to the effect that copies of Instruction / Operation / Maintenance Manuals have been directly forwarded to the openers by the beneficiary.~~

~~h. Certificate to that effect that six copies of as built drawings along with three reproducible drawings have been directly forwarded to the openers by the beneficiary.~~

~~i. Certificate regarding penalty vis-à-vis delivery schedule.~~

~~j. A performance bank guarantee in the format issued in the order (original + 2 photo copies).~~

~~The bank guarantee is to be valid during the tenure of the guarantee period + 4 weeks for the equipment.~~

~~11. All documents should clearly indicate the following details:-~~

~~a. Import License No.~~

~~b. Our Order No.~~

~~c. Name of carrying vessel.~~

~~d. Bill of Lading No.~~

~~e. Markings on packages.~~

~~12. **ARRANGEMENTS FOR PAYMENTS:**~~

~~The documents are not under any circumstances, to be sent through bank, on collection basis. Wherever payments are to be arranged through Letter of Credit, a confirmed irrevocable Letter of Credit will be established on receipt of a confirmation about the period upto which the letter of credit is needed for shipment and negotiation. The Letter of Credit will be for the CIF Value of the goods. No extension of the Letter of Credit will normally be granted. It must be ensured that the shipments effected before the expiry of date of the Letter of Credit.~~

~~13. For payment authorised out of India, U.K. special Defense Credit 1964, a certificate in the following form should also accompany the documents mentioned above:~~

~~" I certify that good and services to the value of _____ s, d, _____ [amount in words] as shown in the attached invoice were supplied under Contract No. _____ dated _____.~~

~~I also certify that :-~~

~~[a] the goods supplied have wholly manufactured in the United Kingdom.~~

~~[b] the services have been supplied by persons or corporations resident in the United Kingdom.~~

Signed

For and on behalf of

Name and address of the Contractor / Supplier.

Date

14. ~~INSURANCE & FREIGHT~~

~~Additional insurance (Sea/Air) if required and Local transit insurance will be arranged through the New India Assurance Co Limited, Marine Insurance Department, Commerce Centre, Tardeo, Mumbai-400 034, India. The details of shipment will be communicated to the underwriter by Mazagon Dock Shipbuilders Limited., Mumbai, on receipt of shipment advice. Immediately after shipment, the supplier should communicate the following particulars to us by AIR MAIL, for arranging the Insurance cover.~~

~~Order No. _____~~

~~Name of Vessel _____~~

~~Voyage _____~~

~~Bill of Lading No. & Date _____~~

~~No of Packages _____~~

~~Brief description of goods _____~~

~~C.I.F. Value _____~~

~~Nett Freight _____~~

~~15. The cost of transit insurance and freight will be paid by the supplier / contract up to the port of destination on CIF basis. The risk and ownership shall be transferred on CIF basis.~~

16. ~~INSPECTION AND / OR GUARANTEE~~

~~The goods supplied, will be subject to inspection and / or test as may be specified in our Purchase Order. Test Certificates, where required are to be supplied. A Guarantee in the following form should also be airmailed to us, along with the documents referred to above. We hereby guarantee that the stores supplied, are in accordance with the description and quantity shown in the purchase order, complete of goods material and workmanship throughout and that in the event of any goods on receipt of India, by the Purchaser being found not in accordance with the order, we will replace free of cost on C.I.F. basis.~~

17. ~~DEFICIENCIES & DEFECTIVE GOODS~~

~~Should any deficiencies be established, these must be made good by the despatch under "No Charge" invoice. Any complaints in regards to material will be notified within 180 days of receipt of consignment in our Yard, and any defective material will be returned back at supplier's risk and cost and the Contractor / Suppliers should replace these goods / materials and deliver free of charge on C.I.F. basis.~~

FORM OF WARRANTY CERTIFICATE

In accordance with the Order N°..... Dated placed by MAZAGON DOCK SHIPBUILDERS LIMITED on _____(Name of firm)

_____ (Name of firm) certify that the following Items identified by the following references related to Submarine No:

Description of Item(s).....
Manufacturer's Serial Number (OR any other such ID No) of the Equipment / Item.....
Bill of Lading no & Date.....
Covered by _____ (Name of firm) Invoice No & Date..... are warranted according to the terms and conditions as specified in the order.

The Date of issue of the certificate: DD/MM/YYYY

The Date of the end of validity of the guarantee: DD/MM/YYYY

For and on behalf of

.....

Order reference Number	
Description of Material	
Corresponding to Invoice No & Date	

Tender No 1300001152

FORMAT FOR SHELF LIFE OF ITEM

Sr.no	Item Description	Item code	Shelf life Yes/No	Shelf life period in months	Remarks with respect to relevant storage conditions
00010	1st Stage draining hose, G51464	350000000000050074			
00020	3rd Stage drainage hose, G51465	350000000000050075			
00030	2nd & 4th Stage drainage hose, G51466	350000000000050076			
00040	Toroidal gasket 27X2, ref:02100078	350000000000050550			
00050	Toroidal gasket 16X2, ref:02100222	350000000000050551			
00060	Toroidal gasket 10X2, ref:02101446	350000000000050552			
00070	1st Stage draining hose, G51464	350000000000050074			
00080	3rd Stage drainage hose, G51465	350000000000050075			
00090	2nd & 4th Stage drainage hose, G51466	350000000000050076			
00100	Toroidal gasket 27X2, ref:02100078	350000000000050550			
00110	Toroidal gasket 16X2, ref:02100222	350000000000050551			
00120	Toroidal gasket 10X2, ref:02101446	350000000000050552			

EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923

SECTION 2(B): “PROHIBITED PLACE”

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

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

SECTION 3: “PENALTIES FOR SPYING”

If any person unlawfully -

- a) approaches, inspects, passes over or is in the vicinity of any clear place; or
- b) make any sketches intended to be directly or indirectly useful to an enemy ; or
- c) Obtains collects records or communicates to any other person any secret official code.

Shall be liable for imprisonment of 14 years in case of Defence Installation.

SECTION 4: “COMMUNICATION WITH FOREIGN AGENTS”

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

SECTION 5: “WRONGFUL COMMUNICATION OF INFORMATION”

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

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

Shall be guilty of an offence under this Act.

SECTION 6: “UNAUTHORISED USE OF UNIFORMS”

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

SECTION 7: “INTERFERING WITH OFFICERS OF POLICE”

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

SECTION 8: “DUTY OF GIVING INFORMATION”

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

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

SECTION 9: “INCITEMENT”

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

SECTION 10: “PENALTY FOR HARBOURING SPIES”

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

SECTION 11: “SEARCH WARRANTS”

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

PROFORMA BANK GUARANTEE FOR FREE ISSUE MATERIAL

(ILLUSTRATIVE FORMAT)

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

IN CONSIDERATION OF MAZAGON DOCK LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Company" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at(hereinafter called " the Contractor/ Supplier" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order no.....dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") which, inter alia, provides for the issuance of materials such as MS/AL Sheets, Steel, Component etc free of cost to the Contractor/ Supplier for Galvanising, heat treatment, abrication, Fitment etc. on returnable basis subject to furnishing a Bank Guarantee equivalent to the value of materials supplied by the Contractor / Supplier to the Company, We, Bank having office at (hereinafter referred to as "the Bank" which expression shall includes its successors and assigns) hereby agree to pay to the Company without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) against any loss or damage, costs, charges and expenses caused to or suffered by the Company by reason of non performance and non-fulfilment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.

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

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

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

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

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

7. Notwithstanding anything contained herein above:

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

8. This Guarantee shall be governed by Indian laws and the Courts at Mumbai, India shall have the exclusive jurisdiction. IN WITNESS WHEREOF the Bank has executed this document on this..... day of For..... Bank (by its constituted attorney)

(Signature of a person authorized to sign on behalf of "the Bank")

NOTE:-

If foreign supplier submits BG through Foreign Bank the same should be Submitted by SWIFT. MDL Bank SWIFT A/c. No. is SBININBB101.

Tender No-1300001152

FORM OF CERTIFICATE OF CONFORMITY

(This format may be modified by DGA)

In accordance with the Order N°..... Dated placed by MAZAGON DOCK SHIPBUILDERS LIMITED on (Bidder's Name) and corresponding to (Bidder's Name) invoice no dated.

1. We herewith certify that corresponding to the Item description..... related to Submarine No..... are in conformity with the requirements of above mentioned PO No.....Dtd.....

Item no as per PO	Item Description as per PO	Measurement Unit	Quantity as per PO	Quantity accepted

2. We further certify that:-

- a. Each of the item supplied has been identified by permanent marks (such as COPIC/RN/NNO) with appropriate method such as engraving / non erasable ink/punching where permissible.
- b. Each of the items supplied are manufactured from exactly same material as specified in chapter 3 of the POS SCI 049160 Rev 'E' together with applicable & other associated specification documents listed in Annex 4 of POS.

List of waivers accepted by the Buyer	List of waivers not accepted by the Buyer
Bidders to specify:-	NIL

For and on behalf of

Supplier's / Manufacturer's Name
In charge of QUALITY
 Seal signature & date

PROFORMA BANK GUARANTEE FOR PERFORMANCE
(ILLUSTRATIVE FORMAT)

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

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

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

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

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

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

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

7. Notwithstanding anything contained herein above:

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

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

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

For Bank
(by its constituted attorney)

(Signature of a person authorised to sign on behalf of "the Bank")

NOTE:-

1. Indigenous supplier or Foreign Supplier through Indian Bank to submit BG.
2. If foreign supplier submits BG through Foreign Bank the same should be submitted by SWIFT. MDL Bank SWIFT A/c. No. is SBININBB101.
3. In case any changes to format are desired by the supplier the same shall be approved as under –
 - i) Dealing Executive to initiate and put up. ii) HOD(C)/PE(C) to recommend
 - iii) CS/GM(L&E) to vet.
 - iv) Functional Director to approve.
4. If BG is not received directly from Bank then MDL shall get the Bank Guarantee verified and only on confirmation of verification the Bank Guarantee shall be considered as submitted. Expenses for BG verification shall be borne by MDL.
5. If the supplier requests, to permit them, to submit Bank Guarantee in URDG758 format then the Bank Guarantee shall be got vetted from CS/GM (L&E) and approved from Functional Director.

Enclosure- 16

List of Documents and Certificates that will be provided along with item

Sr. No.	

Weight and Volume of Consignment

Sr.no	Item Description	Qty Required	Unit	Neight Weight (Kgs)	Gross Weight (Kgs)	Total Volume (CBM)
00010	1st Stage draining hose, G51464	2	Nos.			
00020	3rd Stage drainage hose, G51465	2	Nos.			
00030	2nd & 4th Stage drainage hose, G51466	4	Nos.			
00040	Toroidal gasket 27X2, ref:02100078	2	Nos.			
00050	Toroidal gasket 16X2, ref:02100222	2	Nos.			
00060	Toroidal gasket 10X2, ref:02101446	2	Nos.			
00070	1st Stage draining hose, G51464	2	Nos.			
00080	3rd Stage drainage hose, G51465	2	Nos.			
00090	2nd & 4th Stage drainage hose, G51466	4	Nos.			
00100	Toroidal gasket 27X2, ref:02100078	2	Nos.			
00110	Toroidal gasket 16X2, ref:02100222	2	Nos.			
00120	Toroidal gasket 10X2, ref:02101446	2	Nos.			

PROFORMA BANK GUARANTEE FOR SECURITY DEPOSIT
(ILLUSTRATIVE FORMAT)

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

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Purchaser" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers

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

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

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

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

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

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

7. Notwithstanding anything contained herein above:

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

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

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

For Bank
(by its constituted attorney)

(Signature of a person authorised to sign
on behalf of "the Bank")

NOTE :-

- 1. Indigenous supplier or Foreign Supplier through Indian Bank to submit BG.
- 2. If foreign supplier submits BG through Foreign Bank the same should be submitted by SWIFT. MDL Bank SWIFT A/c. No. is SBININBB101.

NON DISCLOSURE AGREEMENT

THIS NON DISCLOSURE Agreement made at Mumbai, India on this _____ day of 2014 between Mazagon Dock Shipbuilders Limited a company registered under the Companies Act, 1956 and having its registered office at Dockyard Road, Mumbai-400 010 (hereinafter referred to as "MDL") and _____ a company registered under the Companies Act, 1956 and having its registered office at _____ (hereinafter referred to as "_____"). MDL and _____ shall hereinafter be collectively referred to as "the Parties" and individually as "A Party".

WHEREAS

A*. MDL has floated a tender and is required to provide certain information to (name of the bidder) to prepare his bid and/or

AA **. The Parties are considering to enter into a _____ for which each Party shall provide information ("Disclosing Party") to the other Party ("Receiving Party") which at present is confidential and not in the public domain.

B. The Parties intend that the aforesaid information be kept confidential as between the Parties. The Parties undertake and declare that they shall not divulge, publish or reproduce the same before any party or person except in accordance with the terms of this Agreement.

NOW THEREFORE the Parties agree as follows:

1. As used in this Agreement (hereinafter referred to as the "Agreement") the term "Confidential Information" shall mean any technical, confidential, proprietary or trade secret information or data disclosed by the Disclosing Party in connection with the _____ to the Receiving Party including without limitation any written or printed documents, specifications for the vessel, plans, general arrangement plans, production schedules, drawings, samples, models, information regarding business operations, financial information, marketing strategies, either in writing or orally or any means of disclosing such Confidential Information that the Disclosing Party may elect to use prior to the execution or during the validity of this Agreement. The Receiving Party agrees that all Confidential Information shall be treated as absolute confidential and the Receiving Party shall not disclose to any person such information otherwise than in terms of this Agreement. The Receiving Party will impose a similar duty of confidentiality on any person to whom the Receiving Party is permitted to transfer such information in accordance with the terms hereof.

For the purposes of this Agreement, the term "Receiving Party" shall mean and include its officers, employees, directors, agents, contractors, representatives, affiliated companies, successors and assigns.

2. Nothing in this Agreement may be construed as compelling the Disclosing Party to disclose any Confidential Information to the Receiving Party or to enter into any contractual relationships with the Receiving Party.
3. Any information or data in whatever form disclosed by the Disclosing Party to the Receiving Party and which (i) is clearly identified as Confidential Information by an appropriate and conspicuous marking or (ii) has been identified as Confidential Information at the time of disclosure shall be subject to the relevant terms and conditions of this Agreement. The Disclosing Party's decision whether any information disclosed by it under this Agreement is confidential or not shall be final and binding on the Receiving Party.
4. The Receiving Party hereby covenants that the Confidential Information received from the Disclosing party shall:
 - a. Be safely kept by the Receiving Party; the Receiving Party shall protect the Confidential Information with the same degree of care as the Receiving Party uses with its own confidential information in order to prevent its disclosure, copy and / or its use (but in no event less than reasonable care) for purposes other than the Proposal.
 - b. Be only disclosed to, and used by, those employees or directors who have a need to know.
 - c. Not be disclosed to a third party except those with a need to know provided they receive such information subject to the same restrictions as are contained in this Agreement.
 - d. Be used by the Receiving Party directly or indirectly, solely for the purpose of considering, evaluating and effecting the tender/bid/contract.

5. The Receiving Party shall promptly upon requests by the Disclosing Party at any time return all copies of the Confidential Information communicated to it hereunder together with all copies and extracts made thereof and shall not retain any copies of the same, in any form whatsoever.
6. The Receiving Party shall have no obligations or restrictions with respect to:
 - a) Information publicly known through no wrongful act of the Receiving Party.
 - b) Information rightfully disclosed by a third party without breach of this Agreement by the Receiving Party and which can be communicated without restriction.
 - c) Information which was already known or which was independently developed by the Receiving Party (provided that the Receiving Party can demonstrate the same).
 - d) Information, the disclosure of which the Disclosing Party authorizes in writing.
7. Nothing in this Agreement shall be construed as granting to the Receiving Party any patent, copyright or design license, or rights of use under similar intellectual property rights in respect of the Confidential Information.
8. The Receiving Party shall not without prior written consent of the Disclosing Party:
 - a) Disclose to any person, directly or indirectly:
 - i. The fact that the Confidential Information has been made available to the Receiving Party by the Disclosing Party or that the Receiving Party has inspected any portion of the Confidential Information; or
 - ii) The fact that any discussion or negotiation is taking place concerning the Proposal; or
 - iii) Any of the terms, conditions or other facts with respect to the Proposal, including the status thereof; or
 - (b) Make any private or public announcement or statement concerning or relating to the Proposal.
9. The Disclosing Party represents and warrants that save as otherwise notified in writing to the Receiving Party:
 - a) Disclosure of information by it to the Receiving Party does not infringe the rights of any third party nor is it under any restriction with regard to the disclosure of any information, and that where applicable, it has obtained all licenses and consents necessary to enable the lawful disclosure of information by it to the Recipient; and
 - b) It is not aware of any restriction on the use of such information by the Receiving Party, save as provided in this Agreement.
 - c) To the effect that the foregoing representations and warranties shall be deemed to be given at the date of this Agreement and after that date upon and in respect of each disclosure.

The Disclosing Party makes no warranty or representation whatsoever as to the accuracy, completeness, suitability or adequacy of any information or as to the results obtained from it and assumes no responsibility in respect of the use of the information by the Receiving Party.

10. The Receiving Party shall indemnify and hold harmless the Disclosing Party from and against any action, claim or proceeding and any loss, damage, costs, expenses or liabilities arising out of any such action, claim or proceeding, brought by any third party pursuant to any unauthorized disclosure or use of any information by the Receiving Party, or by any person for whom the Receiving Party is responsible under this Agreement, or pursuant to any breach of any undertaking, warranty or representation contained in this Agreement.
11. For the purposes of this Agreement 'Classified Information' shall mean information, documents and material of any kind which the respective Government i.e. Indian Government has given or caused to be given a security classification irrespective of whether the same is transmitted orally, electronically, in writing or by hand. Notwithstanding any other provision of this Agreement:
 - a) Each Party hereto undertakes to follow security procedures prescribed for military purposes with respect to disclosure, receipt, production, use and handling of Classified Information.

- b) Any Classified Information, disclosed by one Party hereto shall be, whatever the method of disclosure be, identified by the Disclosing Party as Classified Information at the time of disclosure.
- c) The provisions of this Clause are to remain in full force and effect notwithstanding any termination by expiration or otherwise of this Agreement.
12. In the event the Receiving Party is required to disclose Confidential Information under any provision of law or upon an action, subpoena or order of a court of competent jurisdiction or of any requirement of legal process regulation or governmental order, decree, regulation or rule, the Receiving Party will immediately notify the Disclosing Party of its having received a request to so disclose (alongwith the terms and circumstances thereof), unless otherwise prohibited by law and consult with the Disclosing Party on action or steps to be taken in response to such request.
13. This Agreement represents the entirety of the agreement of the Parties relating to the disclosure of the Confidential Information and shall not be waived, amended or assigned by the Receiving Party except by prior written consent of the Disclosing Party. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
14. This Agreement shall be valid for a period of _____ (_____) years from the date of its execution between the parties. Notwithstanding the aforesaid, the obligations of Parties in connection with confidentiality under this Agreement shall survive in perpetuity.
15. The foregoing constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes and cancels any prior representation, understanding and commitment (whether oral and written) made between the Parties with respect to or in connection with any of the matter of things to which this Agreement applies.
16. This Agreement shall be governed by and shall be interpreted in accordance with the laws of India.
17. Any dispute arising in connection with or out of the validity, performance or the interpretation of this Agreement shall be finally settled by the competent jurisdiction in Mumbai.
18. The Receiving Party acknowledges that any breach of the terms and conditions of this Agreement may cause the Disclosing Party irreparable damage for which recovery of money damages would be inadequate. Therefore, the Receiving Party agrees that the Disclosing Party shall be entitled, in addition to any other remedies available to it, to seek injunctive relief and/or other equitable relief to prevent or restrain any breach by the Receiving Party or its employees/officials, or otherwise to protect its rights, under this Agreement.
19. Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile at the address as specified herein below:

To MDL Address:

Phone No.: Fax:

E-mail:

To _____

Address:

Phone No.: Fax No. :

E-mail:

Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, 4 (four) days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number).

IN WITNESS WHEREOF, this Agreement is executed by authorized representatives of both the Parties in two (2) originals.

Signed by the within named
MDL _____

Signed by the within named

In the presence of _____
of _____

In the presence

Note: The above Agreement is to be drawn up by the contractor on non-judicial stamped paper of value Rs.100/-, if it executed in Maharashtra. However, for other places stamp duty is to be levied as per Stamp Act of respective States. The value of stamp paper to be confirmed from Legal Department, MDL

* - A: Pre-submission of Bid

** - AA: Post Entering of Contract