



निविदा पूछताछ
TENDER ENQUIRY

[वेब निविदा]
[WEB 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

निविदा सं./Tender No 2000006708
क्रय अधिकारी/Purchase Exec. P.C.Wasule
सेवा में/To

विभाग/Department MATERIAL-PURCHASE
क्रय अधिकारी/Purchase Exec. P.C.Wasule
दूरभाष सं./Telephone No 23763248
फैक्स सं./Fax No 23738151
ई-मेल/E-Mail pcwasule@mazdock.com

दूरभाष सं./Telephone
फैक्स सं./Fax
ई-मेल/E-Mail

निविदा सं./Tender No 2000006708
निविदा तिथि/ Tender Date 15.06.2017
निविदा बंद की तिथि/Tender Closing Date 07.07.2017
निविदा बंद होने का समय/Tender Closing Time 14:00:00
आरएफक्यू सं./RFQ No 2020005775

निविदा शुल्क/Tender Fee रू/Rs 0.00
बयाना राशि/EMD Amount रू/Rs 0.00
पुर्व बिड बैठक तिथि और समय/Pre Bid Meeting Date & Time ,00:00:00
निविदा खोलने की तिथि और समय/Tender Opening Date & Time 07.07.2017,14:30:00
प्रस्ताव वैधता तिथि है/Offer should be valid up to
सुरक्षा जमा/Security Deposit 0.00 %आदेश मूल्य का/PO value
वरीय बैंक जमानत /Perf. Bank Guarantee 0.00 %आदेश मूल्य का/PO value

(आगे के विवरण हेतु कृपया सम्बंधित नियम शर्तों को पढ़ें। सुनिश्चित करें कि कोटेशन और संबंधित पत्राचार के लिए विभाग का नाम, क्रय अधिकारी का नाम, निविदा संख्या, बंद होने का समय एवं तिथि एवं आरएफक्यू सं. अपने कोटेशनमें लिखें।

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

प्रिय महोदय/महोदया
Dear Sir / Madam ,

विषय /SUB:- SUPPLY, INSTALLATION AND COMMISSIONING OF WATER PURIFIERS ALONGWITH THREE YEARS AMC ON BUY BACK BASIS

माझगांव डॉक शिपबिल्डर्स लिमिटेड प्रतिष्ठित/संभावित आपूर्तिकर्ताओं से निम्न हेतु, प्रतियोगितात्मक दो बोली प्रणाली में (भाग -I तकनीकी - वाणिज्य बोली एवं भाग II मूल्य बोली) बोली आमंत्रित करती है।
Mazagon Dock Shipbuilders Limited (MDL) invites Competitive – Bid from reputed Supplier for the following in TWO BID system (Part - I Techno - Commercial Bid & Part - II Price Bid) .

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
00100	सामग्री सं./ Material Number :- 510000000000000196 Water Purifer (Buy Back Basis) सामग्री वर्णन/Material Description :SUPPLY, INSTALLATION AND COMMISSIONING OF	1 Number	07.09.2017

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
	<p>WATER PURIFIER (ON BUY BACK BASIS)</p> <ol style="list-style-type: none"> 1) Type - UV 2) Power supply - 230V AC/50 HZ 3) Flow Rate – 1 ltr/ min 4) Method of Purification - 3 Stage Purification. Pre-Sediment filter, Activated carbon filter and UV filter 5) Necessary Plumbing arrangement and two way pipe fitting work to the nearest existing water tap to be done and material required shall be provided by the firm. 6) Pipe - 02 meter length of water output flexible pipe to be provided. 7) Spares / Accessories - Standard accessories required to make purifier Operational to be provided. 8) Installation / Commissioning - Included in Scope of supply. 9) Service during guarantee period - Minimum 3 Services/year. Supplier to attend breakdown as & when required. 10) Guarantee/warranty - 1 Year from commissioning 11) Operation/Instruction Manual - To be provided along with supply. 12) AMC Separate comprehensive AMC quotation to be provided for 3 years after the guarantee period. 		

नियम और शर्तें : भाग ए में लिखी हुई और इतर संलग्नपत्रे इस निविदा एक अभिन्न अंग हैं। हमें आशा है की, हमें प्रतियोगित्मिक और उचित प्रस्ताव इस निविदा के लिए प्राप्त होगा।

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.

माझगाँव डॉक शिपबिल्डर्स लिमिटेड के लिए /For Mazagon Dock Shipbuilders Ltd



MAZAGON DOCK SHIPBUILDERS LIMITED

(Formerly known as Mazagon Dock Limited)

(A Government of India Undertaking)

Dockyard Road, Mazagon, Mumbai 400 010. INDIA

Certified – ISO 9001/EN ISO 9001 For Shipbuilding Division

Tel. No.: (022) 23763248/3246. Fax: (022) 2373 8151

E mail: pcwasule@mazdock.com

Website: www.mazdock.com

WEB-TENDER ENQUIRY (TWO- BID SYSTEM) FOR PURCHASE OF ITEMS
DIVISION-SHIP BUILDING **DEPARTMENT-MATERIAL PROCUREMENT**

Tender no.: GM (M)/PCW/2000006708 dt. 15.06 .2017

Tender Description:- Supply , Installation and Commissioning of 1no. Water Purifier alongwith 3years AMC on Buy Back Basis.

Tender date :- 15.06.2017

Tender Closing Date: 07.07.2017 at 14.00Hrs.

Tender Opening Date: 07.07.2017 at 14.30Hrs.

MAZAGON DOCK SHIPBUILDERS LIMITED INVITES COMPETITIVE BIDS from reputed Bidders / Vendors in TWO BID SYSTEM (Part-I Techno Commercial Bid and Part-II Price Bid) in sealed Envelope, for the following work/supplies:

1. Description of Work / Supplies / Services: Supply , Installation and Commissioning of 1no.Water Purifier alongwith 3years AMC on buy-back Basis.

Item Sr. No	Description & Specification of Item	Unit	Quantity required	Order execution schedule.
1.	Supply ,Installation and Commissioning of 1no. Water Purifier alongwith 3years AMC on buy-back Basis.	Nos.	1	Supply within 1month from the date of purchase order.

2. Technical Specification & Scope of supply:-

3. **Item Sr No.1:** Supply ,Installation and Commissioning of 1no. Water Purifier alongwith 3 years AMC on buy-back Basis.

- 1) Type - UV
- 2) Power supply - 230V AC/50 HZ
- 3) Flow Rate – 1 ltr/ min
- 4) Method of Purification - 3 Stage Purification. Pre-Sediment filter, Activated carbon filter and UV filter
- 5) Necessary Plumbing arrangement and two way pipe fitting work to the nearest existing water tap to be done and material required shall be provided by the firm.
- 6) Pipe - 02 meter length of water output flexible pipe to be provided.
- 7) Spares / Accessories - Standard accessories required to make purifier Operational to be provided.
- 8) Installation / Commissioning - Included in Scope of supply.
- 9) Service during guarantee period - Minimum 3 Services/year. Supplier to attend breakdown as & when required.
- 10) Guarantee/warranty - 1 Year from commissioning
- 11) Operation/Instruction Manual - To be provided along with supply.
- 12) AMC Separate comprehensive AMC quotation to be provided for 3 years after the guarantee period.

3. (I) Commercial Pre-Qualification documents & criteria:

Bidders should submit the following documents along with their offer in Part-I bid:

- a) Bidders Company Profile and Shop & Establishment registration certificate or registration certificate from local bodies for conducting business.
- b) The Bidder should have executed orders for similar supplies and submit Purchase order copies and work completion certificate.

4. Earnest Money Deposit (EMD) / BID BOND: - NIL

5. Validity Period: -

Bids / Offers shall have the **validity period of 120 days from the tender closing date**. A bid valid for a shorter period will be liable for rejection.

6. Issue of Tender Enquiry Document -The Tender Enquiry can be downloaded from our website 'www.mazdock.com' However, interested bidders may also collect the tender from the undersigned through email.

7. Submission of offer in Two Bid System: Offer must be submitted in Two parts, each offer securely closed (sealed) separately, in Two Envelopes Part – I (Techno-Commercial bid) & Part – II (Price bid) as stated below:

7.1 Part I Bid (Techno-Commercial bid) This Envelope super-scribing the Tender No, Due date & Time should contain the following:

- 7.1.1 Pre-qualification document as mentioned in clause 3 + with Product Catalogue.
- 7.1.2 Acceptance on clauses of Tender Enquiry Acceptance Format (TEF) ,General Terms and Conditions Acceptance format (GT&C) and Standard Terms and Conditions Acceptance format (STACS) in the Prescribed Formats duly stamped, signed & filled 'Accepted OR Not Accepted' as applicable for each of the clause.
- 7.1.3 Price schedule BLANKING the PRICES but clearly indicating 'QUOTED / UNQUOTED' as applicable against each of the listed item in the prescribed format duly Stamped & Signed.
- 7.1.4 Deviation Sheet in the prescribed format in case of any deviations from Terms, Conditions & Technical requirements specified in the STACS, Tender Enquiry & GT&C.

7.2. Part-II (Price Bid):-This securely closed (sealed) Envelope super scribing Name of the bidder, Tender Enquiry No., Due date & Time should contain only the PRICES for each of the listed items strictly in the prescribed format provided with the tender. If the space provided is not sufficient, bidder may attach additional sheets. Offer in any other format shall not be considered

Both these securely closed Envelopes i.e. Part-I & Part-II should be put in a Third Bigger Envelope securely closed (Sealed), Super scribed with Name of the bidder, Tender No., Due date, time, and addressed To General Manager (Materials) and deposited in GREEN COLOURED TENDER BOX LABELED MATERIAL-PURCHASE, KEPT AT RECEPTION BY 14.00 Hrs ON OR BEFORE THE CLOSING DATE.

In case of Bulky Offers / Bids, which cannot be accommodated in the designated Tender Box, such bids / offers shall be sent by post / courier OR same shall be submitted to the following designated officers (address as mentioned above) so as to reach the undersigned well before the due date and time.

Name of Executive	Designation	Extn. No.
Mr. P.C. Wasule	M (C-MP)	2376 3247
Mr. S. K. Goel	DGM(C-MP)	23763259

8. Bid Rejection Criteria:-

8.1. Following bids shall be categorically rejected:

8.1.1. Bids received after tender closing date.

8.1.2. Bidders not agree to supply water purifier on buy back basis.

8.2. Following bid rejection criteria shall also render the bids Liable for Rejection:

8.2.1. Bidders not agree to provide Annual Maintenance Contract.

8.2.2 Bidder's failure to submit sufficient or complete details for evaluation of the bids within the given period which may range in between two to three weeks.

8.2.3. Incomplete / misleading / ambiguous bids in the considered opinion of TNC.

8.2.4. Bids with technical requirements and or terms not acceptable to MDL / Customers / External agency nominated as applicable.

8.2.5. Bids received without pre-qualification documents where required as per the tender.

8.2.6. Bids not meeting the pre-qualification parameters stipulated in the tender enquiry.

8.2.7. Unreasonably longer delivery period quoted by the firm.

8.2.8. Validity period indicated by bidders is shorter than that specified in the tender enquiry.

9. Pricing: -

9.1. For Indigenous Bidders: Indigenous Bidders shall quote the prices of all items / services listed in the price sheet format of the tender enquiry for delivery of the items in MDL store / completion of the work at MDL site. The prices quoted shall remain firm and fixed during the currency of the order / contract unless agreed otherwise by MDL.

10. Terms of Payment: -

10.1 For Indigenous Bidders:

10.1.1. 100 % Payment for the value of supplies as reduced by any deductibles and/or the amount leviable towards liquidated damages, if any may be payable through NEFT/RTGS within 25-30 days of completion of complete scope of work (i.e after Supply, Installation, commissioning) and against submission of documents in Triplicate including Delivery challan(s), and receipt inspection & acceptance report, Test reports / Certificates if applicable, Packing Lists, Invoice, Storage / Preservation / Maintenance Procedures & other Technical documentation in requisite sets as relevant and work completion certificate duly certified by an officer from the user department in the rank of CM or above and submission & subsequent confirmation of performance bank guarantee for 10% of the total order value.

11. Guarantee / Warranty: -

The System/Equipment/Material/Items/spares supplied shall be guaranteed/ warranted for satisfactory performance for a minimum period of **12 months** from the date of acceptance. The contractor will have to rectify any defects noticed in the supply/work either by way of bad material or workmanship during guarantee Period at no extra cost to MDL.

Note: During the warranty period, all visits by the firm's technicians, for breakdown/ maintenance work will be on Non-chargeable basis.

12. Delivery Period / Completion Schedule: -

Time is the essence of the contract. Supply to be completed within **1 month** from the date of placement of order. Bidders are requested to confirm the delivery schedule in their offer.

Delivery Term:

Supply: Door Delivery/FOR, MDL GRS Stores.

13. Inspection:-

a. Receipt Inspection:-

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

b. Rejection of the material:

Any portion of the equipment found defective/rejected, the supplier shall collect the same at his cost from the MDL Yard, all incidental charges being born by supplier, (inclusive of custom duty, if payable), within 30 days from the date of intimation to the supplier of such rejection. The MDL reserves the rights to dispose off the rejected item at the end of a total period of 90 days in any manner, to the best advantage to the MDL & recover storage charges & any consequential damages, from sale proceeds of such disposal.

c. Final work completion certificate in respect of completion of entire scope of work will be certified by MDL user dept.

14. Performance Bank Guarantee (PBG):- The successful bidder shall submit PBG in the prescribed format through nationalized/scheduled/International reputed bank for 10% of the order value, **valid for 12+1 months from the date of commissioning.**

Bidders may advise their bank/banker to send BG directly to commercial department or through SWIFT to dispense with additional step of verification of authenticity of signatories. In case of BG transmitted through SWIFT, it shall be the responsibility of the bidder that he directs the receiving banker to forward the message duly authenticated to the concerned commercial officer mentioned in the tender.

15. Liquidated Damages:-

Time is an essence of the contract therefore the job, as ordered, should be completed on the dates mutually agreed upon in accordance with the delivery schedule. In cases of delay not attributable to Purchaser beyond the agreed schedule, the Vendor / Contractor shall pay liquidated damages, a sum representing 0.5% (Half per cent) per week or part thereof of the order value, subject to maximum of 5% of the order value.

Vendor / Contractor (Seller) will also be liable to pay Liquidated Damages for late delivery of Manuals, Drawings and Documentation as agreed to by Purchaser and Vendor / Contractor (Seller) and as stated in the Purchase Order.

Date of successful completion of entire scope as mentioned in tender/order (including, supply, installation, testing & commissioning) shall be considered as date of delivery for purpose of levy of liquidated damages unless specifically mentioned otherwise. In case of any delay attributable to MDL as certified by the officer in the rank of Chief Manager and above from the concerned department, such period will not be considered for the purpose of levy of liquidated damages.

MDL may consider at its own discretion for the part levying of LD on quantity wise and/or item wise basis. Item wise delivery date indicated in the order is contractual date for completion of entire scope of supply of the item. Request for part levying of LD on activity basis (i.e. Supply, installation, testing and commissioning & training if any) shall not be considered.

16. Hindrance Register

All hindrances with date of occurrences and removal shall be noted in the Hindrance Register. The Hindrance Register shall be signed by the reps of both MDL as well as Contractor.

17. Taxes & Duties: -

17.1 Bidders must indicate the nature of taxes & duties applicable for the work and quote the amounts of Taxes and Duties as applicable separately as shown in the Part-II price bid format. The items/service-wise rates quoted in the Rate sheet should exclude Taxes and Duties. Bidder should indicate Taxes and Duties as applicable separately under each of the head in the same Rate sheet, which will be paid extra.

17.2. For Indigenous Bidders:- The rate sheet to be enclosed with the tender will indicate the rates under each tax head viz.:

17.3. Only those bidders who indicate the taxes & duties separately as above shall be entitled for consideration of change in corresponding rates in case of variation in statutory levies.

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

17.5. Wherever all inclusive prices are quoted by the bidders without bifurcation of tax elements, no escalation can be considered in respect of any variations in statutory levies arising subsequently because of the absence of the required base figures in the purchase order / contract.

GST Compliance :-

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

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

18. Loading Criteria: -

Deviations sought by the bidder in respect of Freight, Insurance, Payment terms & delivery period shall be loaded on the bidder/s quoted prices during price evaluation by MDL. An illustration of the loading criteria that will be adopted is at Enclosure 7. Among the equal bids, bidders with ISO 9000 series accreditation over non-ISO bidders, firstly Manufacturers then their authorized dealers will be given preference.

18.1. It is desirable that the bidder accepts the Payment Terms indicated in tender. Varied payment terms quoted by bidders as compared to the terms stated in the Tender document shall be normalized by applying S.B.I. Prime Lending Rate (prevailing at the time of opening of Price bid) plus 2% p.a. rate of interest for the period at variation. (For Indigenous bidder) & for overseas bidder the bids will be normalized at LIBOR/EURIBOR rate plus 2% for ranking of the bids.

18.2. In case of Foreign supplier the basic cost (CIF) shall be the basis for comparison of quoted price. Custom Duty, Custom clearance, Port handling, transport charges to the yard, octroi charges will be added to CIF cost to arrive at door delivery cost.

18.3. Delivery of the goods at MDL premises should be the responsibility of the vendor. However, for unavoidable reasons, if bids are exclusive of transport and/or insurance, the same will be loaded at the cost to be incurred by MDL.

18.4. For the additional delivery period sought by the bidder over the stipulated date of delivery as per Tender, 0.50% per completed week will be loaded to the quoted price.

18.5. Deviations sought in respect of Liquidated Damages (L D) Deviations sought in respect of rate per week and / or maximum ceiling in respect of liquidated damages shall be loaded to the quoted price. For e.g.. The maximum ceiling towards liquidated damages speculated in the tender is 5% and the bidder seeks to limit it to, say 3.5% then the price quoted will be loaded by 1.5%. If the rate of L.D per week is 0.5% per week or part thereof as per tender and the bidder seeks it as, say, 0.4% per week or part thereof, the maximum ceiling on L D as per tender will first be equated to weeks (10 weeks in this case) and the rate proposed by the bidder ie 0.4% will be multiplied by the so equated maximum Period (which works out to 4%) and the quoted price will be loaded accordingly by 1%.

Delivery being the essence of the contract, it is desirable if the bidder/s adhere to the stipulated clause.

18.6. Deviations in respect of the period of Warranty shall be loaded to the quoted price @ 0.25% per month or part thereof. This does not arise if the bidder quotes additional price for the differential period.

19. Ranking of bids:

Ranking of price bids shall be done on the **overall basis after considering AMC charges and deducting amount of buy back** and “all inclusive of taxes, duties and levies”.

If any variations in statutory levies, the break up in respect of taxes, duties and levies is clearly and separately furnished in the bid and the MDL is satisfied that the rates of taxes, duties & levies indicated therein are in line with the tax law: so that escalation due to variation in the taxes, duties & levies can be justifiably considered to the extent legitimately allowable on the base amount(s) indicated in the bid. Therefore bidder is requested to show the break up regarding taxes, duties & levies as applicable in the bid.

NOTE:-

(1) If Service Component exists in an offer from a foreign vendor, then Tax Residency certificate (TRC) should be submitted with Part I offer. If no TRC is submitted, then the enhanced Income Tax rate and Service Tax thereon will be considered while determining L-1.

(2) Techno-Commercially Qualified Lowest Bidder will be considered for the placement of order. However the L1 bidder will be evaluated by applying all applicable loading parameters as mentioned in the tender document.

20. Option Clause: NA

21. Modifications to the Bids: - Bidders desirous of submitting modified bids prior to the closing date & time may do so by submitting revised bid not later than the deadline for submission of bids.

22. The contract will be governed by STACS and General Terms and conditions while executing work. In case of discrepancy, clauses mentioned in Tender, Technical Scope and Rate sheet will override the clauses mentioned in other annexure including STACS & GT&C.

23. Assistance for Installation, Testing, Commissioning, Maintenance & other Technical activities:

1. Services of engineers/Manpower in connection with assistance of delivery, loading/unloading, installation, setting-in-work, testing, tuning, commissioning, training to be considered in the scope of supply.

24. Spares / Post sale product support:

1. List of Service centers & Setup details to be provided.
2. Standard accessories required for making item/equipment/machine operational & ready to use should be included in the scope of supply.
3. All defective parts / spares can either be repaired or replaced by new parts. Spares replaced will be either of same make or equivalent as suggested by the OEM after consultation with MDL. However, the total responsibility of the quality of spares supplied or parts repaired, shall be with the Contractor.
4. If any defective part/item/equipment required to be taken out to the service center by the firm for the further repairing, the firm shall be asked to submit the necessary indemnity bond/BG as required. Taking out defective part/item/equipment from MDL and bringing back repaired part/ item/ equipment to MDL is in the firm's scope of work. The firm has to bear all the transportation charges & transit insurance.

- 25. Risk Purchase Clause :-** In case of delay beyond agreed schedule, MDL reserve the right to cancel the order and procure the order material from any available source at MDL's option and discretion and entirely at your risk and cost. Extra expenditure incurred by MDL in doing so will be recovered from You.MDL also reserve the right to cancel the order at your risk and cost if the progress of work is not considered satisfactory and it is felt that you are not likely meet the agreed delivery date.
- 26. Indemnity :-** You shall hold harmless and keep MDL indemnified against all claims arising as a result of infringement of any patent rights on account of manufacture , sale or use of article covered by the order.
- 27. Public Grievance Cell: -** A Public Grievance Cell headed by General Manager (F-CA) has been set up in the Company. Members of public having complaints or grievances are advised to contact him on Wednesday between 10.00 hours and 12.30 hours in his office on , Mazagon Dock Limited, Dock Yard Road, Mumbai 400010,INDIA or send their complaints / grievances to him in writing for redressal. His Telephone No. is 022-23762121/23759793.
- 28.** In case of any clarifications, bidders are requested to contact the undersigned, before the closing date of the tender.
- 29.** Bidders intending to witness the Tender opening shall depute their representative with valid authorization letter.
- 30.** MDL shall not be bound by any printed conditions or provisions in the sellers bid forms or acknowledgement of contract, invoices, packing list and any other documents which purport to impose any conditions at variance with the tender terms / final negotiated & accepted terms.
- 31.** We look forward to receive your most competitive and reasonable offer against this tender.

Yours faithfully,
For MAZAGON DOCK LIMITED,

P C Wasule
Manager
(Commercial –Material Purchase)

Enclosures:

Annexure		1	:	Blank Rate sheet format
Annexure	-	2	:	TEF Acceptance Form
Annexure		3		STACS Acceptance Form
Annexure		4		GT&C Acceptance Form
Annexure	-	5	:	Standard Terms & Conditions (STACS)
Annexure	-	6	:	General Terms & Conditions (GT&C)
Annexure	-	7	:	Loading Factors
Annexure	-	8	:	Format of RTGS/NEFT

The following Annexure to be down loaded from our website (www.mazadock.com) under heading 'Tender' > **Shipbuilding** > **“Enclosures Related to Tender Documents from Material Purchase Dept”**:-

- (1) Proforma/Bank Guarantee Format for EMD, SD & PBG
- (2) NEFT Format.
- (3) Statutory requirements, Official Secret Act 1923 & Safety clause.
- (4) Standard Terms & Conditions (STACS)
- (5) General Terms & Conditions (GT&C)
- (6) Shipping Instruction for Sea & Air Consignments

Tender no. GM(M)/PCW/2000006708 dt.15.06.2017 Closed on dt.07.07.2017

supply, Installation and Commissioning of water purifier along with 3 year AMC and buy back of water purifier

Rate Sheet 1

Sr No	Description	Tax %	(Rates for supply, Installation & Commissioning of 1no.water purifier)	Tax %	AMC for 1 st year after the guarantee period	AMC for 2 nd year after the guarantee period	AMC for 3 rd year after the guarantee period
1	Make :- Model:- HSN no. :- SAC no. :-						
2	Basic unit Rate						
3	Applicable GST %						
4	Other Charges (if any).						
		Total (A)					

Rate Sheet 2 (Buy back of existing water purifier)

Sr No	Description	Tax %	(Buy back value of existing used water purifier)
1	Make :- Eureka Forbes Model :- Aquasure Spring Fresh		
2	Basic unit Rate		
3	Applicable GST %		
4	Other Charges (if any).		
		Total (B)	

Note: - L1 will be determine after deducting total buy back value from total quoted rate alongwith AMC (Rate sheet 1 – Rate sheet 2)

(a)Same format is to be used for Techno-commercial part-I bid & Price Bid.

(b)In Techno-commercial part-I Bid , Quoted/Not Quoted should be stated against basic quoted unit rate alongwith % of GST tax applicable for supply, Installation and Commissioning of water purifier along with 3 year AMC and buy back of water purifier.

(c)In Price Bid Part-II , actual basic unit rate alongwith applicable % of GST tax to be stated for supply, Installation and Commissioning of water purifier along with 3 year AMC and buy back of water purifier

Name of the firm:- _____

Name of the director/partner/proprietor :- _____

Sign of the director/partner/proprietor :- _____

Tender no. GM(M)/PCW/200006708 dt.15.06.2017 Closed on dt.07.07.2017

supply, Installation and Commissioning of water purifier along with 3 year AMC and buy back of water purifier

Annexure-2

TEF ACCEPTANCE FORMAT

To,
MAZAGON DOCK LIMITED
PURCHASE DEPARTMENT.

TEF CLAUSE No.	BIDDER'S REMARK (ACC/DEV)	TEF CLAUSE No.	BIDDER'S REMARK (ACC/DEV)	TEF CLAUSE No.	BIDDER'S REMARK (ACC/DEV)
1. Description of work		11. Guarantee / Warranty		21. Modification of bids	
2. Technical Specification & Scope of supply		12. Delivery Period		22. STACS and GT&C	
3. Pre-Qualification documents & Criteria		13. Inspection		23. Assistance for Installation, Testing, Commissioning, Maintenance & other technical activities	
4. Earnest Money Deposit	NA	14. Performance Bank Guarantee		24. Spares / Post sale product support	
5. Validity Period		15. Liquidated damages		25. Risk Purchase Clause	
6. Issue of Tender Enquiry Document		16. Hindrance Register		26. Indemnity	
7. Submission of offer in Two Bid system		17. Taxes and Duties		27. Public Grievance cell	
8. Bid Rejection Criteria		18. Loading Criteria		28. Clarification before tender closing date	
9. Pricing		19. Ranking of bids		29. Intend to witness depute representative	
10. Terms of Payment		20. Option Clause		30. MDL shall not bound by any printed conditions or provisions in the seller bid form	

COMPANY'S NAME & ADDRESS :

SIGNATURE :

DATE :

NAME :

DESIGNATION :

BIDDER'S COMPANY SEAL:

NOTES :

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

Tender no. GM(M)/PCW/200006708 dt.15.06.2017 Closed on dt.07.07.2017

supply, Installation and Commissioning of water purifier along with 3 year AMC and buy back of water purifier

Annexure-3

STACS ACCEPTANCE FORMAT

To,
MAZAGON DOCK LIMITED
PURCHASE DEPARTMENT.

STACS CLAUSE No.	BIDDER'S REMARK (ACC/DEV)	STACS CLAUSE No.	BIDDER'S REMARK (ACC/DEV)	STACS CLAUSE No.	BIDDER'S REMARK (ACC/DEV)
101, 102,103		250. Indemnification		320. Export License	
120. General		260. Transfer of supplies / Contractor's Rights		330. Banned or De-listed Contractors /Supplies	
200. Communication & Language for documentation		270. Subcontract & Right of Purchaser		340. Duty of Personnel of supplier	
210. Purchaser's Property		280. Patent Rights		350. Dispute resolution mechanism and arbitration	
220. Risk Purchase		290. Agents/Agency Commission		360. Jurisdiction of Court	
230. Recovery-Adjustment Provisions		300. Use of Undue Influence /Corrupt Practices			
240. Additional Bank Guarantee		310. Immunity of Government India Clauses			

COMPANY'S NAME & ADDRESS :

SIGNATURE :

DATE :

NAME :

DESIGNATION :

BIDDER'S COMPANY SEAL:

NOTES :

(a) Bidder(s) should carefully read the Standard Terms & Conditions (STACS) included in the tender prior to filling up this acceptance format.

(b) This format should be properly filled, signed and returned by the bidder(s) alongwith their technical offer for considering their Bid.

(c) Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.

(d) Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.

(e) 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.

**Tender no. GM(M)/PCW/200006708 dt.15.06.2017 Closed on dt.07.07.2017
supply, Installation and Commissioning of water purifier along with 3 year AMC and buy back of
water purifier**

Annexure-4

GT & C ACCEPTANCE FORMAT

To,
MAZAGON DOCK LIMITED
PURCHASE DEPARTMENT.

<u>GT&C CLAUSE No.</u>	<u>BIDDER'S REMARK (ACC/DEV)</u>	<u>GT&C CLAUSE No.</u>	<u>BIDDER' S REMAR K</u>	<u>GT&C CLAUSE No.</u>	<u>BIDDER'S REMARK</u>
<u>A10 blank</u>		<u>A90 Preservation and maintenance</u>		<u>A170 Purchaser rights to accept any bid , part of bid and to reject any or all bid</u>	
<u>A20 Security Deposit</u>		<u>A100 freight and Insurance</u>		<u>A180 Bank Guarantee /Insurance Cover for free Issue material</u>	
<u>A30. Forfeiture of EMD /BID Bond</u>		<u>A110 Taxes & Duties /Statutory Levis</u>		<u>A190 Bidders response in case of no participation .</u>	
<u>A40 Forfeiture of Security Deposit .</u>		<u>A120 Demurrage</u>			
<u>A50 Forfeiture of Performance Guarantee.</u>		<u>A130 Inspection . Testing</u>			
<u>A60 Supplies</u>		<u>A140 Receipt Inspection by MDL</u>			
<u>A70 Progress reporting & Monitoring</u>		<u>A150 Rejection of materials</u>			
<u>A80 Cancellation of Order</u>		<u>A160 Technological Developments /Modifications</u>			

COMPANY'S NAME & ADDRESS :

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

NOTES :

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

Loading Factors
(Pls don't fill anything this is for reference only.)

A.

Sr.No.	Description	Foreign Supplier 100% import content	Indigenous Supplier with part import content	Indigenous Supplier without import content
1	Basic price Quoted	a) FOB b) CIF	a) Ex Works b) Delivered to MDL stores	a) Ex Works b) Delivered to MDL Stores
2	Add: insurance charges	Incase of 1(a)	In case of 1(a)	In case of 1(a)
3	Add Sea/Air Freight charges / Inland Road Transport	Incase of 1(a)	In case of 1(a)	In case of 1(a)
4	Customs Clearance / Port Handling / Transportation to Yard	In either case i.e. FOB or CIF Price	NIL	NIL
5	Cost (ex-MDL) excluding taxes & duties without loading towards any deviations	Sr.Nos. (1+2+3+4) if FOB price quoted OR CIF price + Sr.No.4	Sr.Nos. (1+2+3)	Sr.Nos. (1+2+3)

B. Loading due to variations in Financial Term.

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

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

11	Security Deposit / Contract performance guarantee.			
12	Equipment Performance guarantee			
13	Additional delivery period sought over stipulated period as per Tender			

14	Additional time sought for supplying binding data.			
15	Liquidated damages per week rate / maximum ceiling			
16	Warranty / Guarantee			
17	Cost (ex-MDL) excluding taxes & duties after loading for variations on account of financial and commercial terms.	Sr.Nos. 10 + 11 + 12 + 13 + 14 + 15 + 16		

D. Landed Cost:

18	Taxes & Duties			
19	Landed Cost	Sr. Nos. 17 + 18		

Note :

STANDARD TERMS AND CONDITIONS (STACS)

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

STANDARD TERMS AND CONDITIONS (STACS)

240. ADDITIONAL BANK GUARANTEE

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

250. INDEMNIFICATION

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

260. TRANSFER OF SUPPLIERS / CONTRACTOR'S RIGHTS:

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

270. SUBCONTRACT & RIGHT OF PURCHASER

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

80. 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 delisted by any Government or quasi Government agencies or PSUs. If a bidder's entities as stated above have been blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualifying him.

340. DUTY OF PERSONNEL OF SUPPLIER/SUPPLIER

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

DISPUTE RESOLUTION MECHANISM AND ARBITRATION

351. DISPUTE RESOLUTION MECHANISM (DRM)

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

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

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

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

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

352. ARBITRATION.

Unresolved disputes/differences, if any, shall then be settled by arbitration. The Arbitration proceedings shall be conducted at Mumbai, India, in English Language, under the Arbitration & Conciliation Act, 1996.

MDL prefers to have arbitration through Institutes such as Indian Council of Arbitration (ICA)/ICA-DR, with the mutual consent of the parties.

353. In case of unresolved difference/dispute between the Purchaser and Supplier, being Central Public Sector Enterprises/Central Govt. departments, the disputes shall be resolved firstly through mutual discussion or through the empowered agencies of the Govt. or through arbitration by reference by either party to the department of Public Enterprises, as per extant guidelines. If disputes/differences remain unresolved/unexecuted, the same shall be referred first to the Cabinet Secretariat and then, if necessary to the PMO.

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

360. JURISDICTION OF COURTS

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

GENERAL TERMS & CONDITIONS (GT&C)

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

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

Supplier / Contractor.

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

A100. FREIGHT AND INSURANCE.

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

A102. For Foreign Bidders.

For overseas supplies on FOB port of dispatch basis, Transit Insurance shall be arranged by the Purchaser. The Bidder / Supplier / Contractor shall immediately on despatch of the items, inform all relevant details of despatch such as Order number, Bill of Lading/AWB number, number of packages, value of consignment, invoice number in time directly to Purchaser's Insurance

Company & Purchaser on the contact details as provided in the order. In such agreed cases, the freight & insurance charges will be paid by the purchaser directly to the parties concerned.

A110. TAXES & DUTIES / STATUTORY LEVIES.

A111. Taxes and duties applicable, if any, shall be regularized by MDL by issuing necessary exemption certificates in respect of procurement for Defence Projects. Bidder shall indicate separately the taxes and duties applicable in their offer. When the items qualify for exemption partly/fully but the supplier did not avail of the same, the amount of taxes and duties on such supplies shall be to supplier's account. In cases where exemption certificates are not issued for any reason, taxes shall be paid as indicated in the Purchase Order/Contract. Tax deduction at source will be effected wherever applicable (e.g. TDS under Income tax Act, TDS on Works Contract under MVAT Act etc.) from the bills of the Supplier as per statutes. Octroi duty exemption certificate issued by Customer's representative will be provided on Supplier's written intimation with relevant details regarding readiness of items for dispatch. Where payment of Octroi duty is agreed to and stipulated in the Purchase Order / Contract, the same will be reimbursed by Purchaser at actual after receipt of Supplier's bills along with 'Original Octroi paid money receipt' and copy of Form 'B'. Octroi receipts are to be drawn/issued in the name of 'Mazagon Dock 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 toto and or award the contract / order in full or part to more than one Supplier / contractor without assigning any reason whatsoever and without thereby incurring any liability to the affected Bidder or 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.

A201. The Purchaser would consider providing facilities like - compressed air at one point, crane facility for handling heavy loads for lowering onto the ship and water intended for use by the Contractor / Bidder for execution of contract for working within the Purchaser's premises at no extra cost to the Contractor / Bidder. Industrial gases, electrical power, office space / RU store facility may be provided at one point only if possible and available and on chargeable basis if so desired by the Contractor / Bidder. The contractor / Bidder shall make his own arrangements for fixing necessary fittings, wires, welding machines, transformer, etc for power, connecting lines, storage etc for water and necessary fittings, pipes, breaker, hoses etc for compressed air.