



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](http://www.mazdock.com)  
Certified - ISO 9001: 2008 for Shipbuilding Division  
Prov. GST ID: 27AAACM8029J1ZA

निविदा सं./Tender No	1700000109	विभाग/Department	P-17A COMMERCIAL
क्रय अधिकारी/Purchase Exec.	Namit Srivastava	क्रय अधिकारी/Purchase Exec.	Namit Srivastava
सेवा में /To		दूरभाष सं./Telephone No	23763346
		फैक्स सं./Fax No	23782302
		ई-मेल/E-Mail	nsrivastava@mazdock.com
दूरभाष सं./Telephone		निविदा सं./Tender No	1700000109
फैक्स सं./Fax		निविदा तिथि/ Tender Date	19.12.2017
ई-मेल/E-Mail		निविदा बंद की तिथि/Tender Closing Date	10.01.2018
		निविदा बंद होने का समय/Tender Closing Time	14:00:00
		आरएफक्यू सं./RFQ No	2160000106

निविदा शुल्क/Tender Fee	रु/Rs	0.00
बयाना राशि/EMD Amount	रु/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		12.01.2018,14:00:00
प्रस्ताव वैधता तिथि है/Offer should be valid up to		09.07.2018
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 OF IRON DOG NAILS FOR P17A

माझगाँव 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 :- 150000000000047653 Iron Dog Nail- 150X75X12mm सामग्री वर्णन/Material Description :Iron Dog Nail- 150X75X12mm	300 Number	29.01.2018
00200	सामग्री सं./ Material Number :- 150000000000047655	500 Number	29.01.2018

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
	Iron Dog Nail- 200X75X12mm सामग्री वर्णन/Material Description :Iron Dog Nail- 200X75X12mm		
00300	सामग्री सं./ Material Number :- 150000000000047656 Iron Dog Nail- 250X75X12mm सामग्री वर्णन/Material Description :Iron Dog Nail- 250X75X12mm.	300 Number	29.01.2018

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



**Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions**  
**Tender No. 1700000109**  
**Item: Dog Nail for Project 17A**

Part-A is divided in three sections.

Section-I: Contains instructions, e-tender guidance and other terms and conditions of tender.

Section II: Contains the mandatory terms and conditions of the tender for which deviations are not accepted.

Section-III: Contains the requirement specific tender terms & conditions.

**SECTION-I**

**1. PREAMBLE:**

(a) Mazagon Dock Shipbuilders Limited (formerly known as Mazagon Dock Limited) is India's leading Shipbuilding Company with ISO 9001:2008 accreditation. It is a profit-making Central Government Schedule 'A' PSU under the Ministry of Defence, Department of Defence Production, engaged primarily in the construction of Warships and Submarines for the Indian Navy.

(b) Mazagon Dock Shipbuilders Limited (MDL), invites e-offers in two bid system i.e. Part-I (Techno Commercial Bid) and Part-II (Price Bid) through MDL e-procurement portal (<https://eprocuremdl.nic.in>) for Dog Nail of Project 17 A.

(c) The tendered items are for first Ship of Project 17A.

(d) Above items are to be delivered to MDL, Mumbai.

**2. SUBMISSION OF OFFER IN TWO BID SYSTEM:** Offer must be submitted in two parts as follows:

a) Part I (Techno Commercial Bid): The bidder shall ensure following are essentially included in the Part-I bid:

- (i) Company Profile and Shop & Establishment registration certificate or registration certificate from local bodies for conducting business.
- (ii) List of equipment held by them with model / year / working status along with details of their manufacturing facilities and personnel with designation, qualification and experience to determine their capabilities. SSI/NSIC units can alternatively submit valid certificate indicating their capacity.
- (iii) Audited / Certified Balance sheet, Profit / Loss account for past three (03) years.
- (iv) Order copies & their work completion certificates with reference to the items/services similar to the tendered requirement.
- (v) "Certificate of conformity" indicating details of company registration with MDL//DQA (N)/ DQA (WP), Past Experience etc.
- (vi) TSP/SOTR Compliance Matrix/ Deviation form (i.e. Clause wise acceptance / deviations to the clauses of the TSP/ SOTR) duly signed by the authorized signatory.
- (vii) Weight control Data sheet if applicable.
- (viii) Acceptance of Tender terms at Section III, GT&C and STACS in the prescribed formats duly 'Accepted OR Not Accepted' as applicable and deviations, if any, for each of the clause.
- (ix) Confirmation of having read and understood the instructions to the bidder indicated at Sec I and mandatory terms and conditions mentioned at Sec II.
- (x) Bank details for payment by RTGS/NEFT in the format enclosed.
- (xi) Bidders / Suppliers should enclose the additional documents as applicable to this tender.
- (xii) Blank rate sheet indicating quoted/not quoted against each line item, tax percentage, type of taxes and FE content details (as per the format attached).
- (xiii) Bidder shall submit a declaration in their letter head that there are no adverse reports from any of their customers for these types of equipment supplied by



**Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions**  
**Tender No. 1700000109**  
**Item: Dog Nail for Project 17A**

them. In case any such adverse report/remark exists, the details of the same may be furnished along with the reference Purchase Order and customer details.

(xiv) Bidder contact details as per attached enclosure "Contact Details of the bidder"  
Note: In any case, prices are not to be mentioned in Part-I bid.

b) Part-II (Price Bid): Prices for each of the listed items have to be uploaded strictly in the prescribed format provided in the e-procurement portal. Bids received other than this given format will be rejected.

3. **BID MODIFICATION**: Modification in bids, if any, is to be made by bidders prior to the tender closing date & time.

4. **BID REJECTION CRITERIA**:

(a) **Categorical rejection criteria**:

Bid received other than through e-portal.

(b) **Liability rejection criteria**:

- (i) 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 depending on the deficiencies noticed in the drawings / technical data which shall not however conflict with validity period. However, over all time allowed in respect of normal procurement shall not exceed 3 weeks.
- (ii) Incomplete / misleading / ambiguous bids in the considered opinion of TNC /CNC.
- (iii) Bidders not complying the Pre-Qualification criteria stipulated in Tender/TSP.
- (iv) Bidder not agreeing to post sale product support / post work completion support.
- (v) Bid with technical requirements and or terms not acceptable to MDL/Customers/External agency nominated as applicable.
- (vi) Unreasonably longer delivery period quoted by the bidder.
- (vii) Validity period indicated by bidders is shorter than that specified in the tender enquiry.
- (viii) Any deviation sought, which is not accepted to MDL.
- (ix) Bid received without 'Certificate of conformity' duly filled in & signed.
- (x) If the bidder had been declared under liquidation in the recent past and or is under scanner by any statutory bodies must confirm their present status with respect to liquidation / banned / scanner with adequate supporting documents. Non submission of adequate document or if submitted document is not acceptable, the bidder shall be liable for rejection.
- (xi) Quote received with Price Variation Clause.
- (xii) Bids received without pre-qualification documents where required as per the tender.
- (xiii) Delivery by High seas sales / Sales in transit.
- (xiv) Offer of Indian firm having more than 50% FE content
- (xv) If the GST rating of supplier / contractor on GST portal/ Govt. website is found to be negative/ blacklisted, the MDL reserves the right to reject the offer of such bidders.
- (xvi) Any deviation w.r.t. Section I and Sec II of Part A of Tender.

5. **PRICING**:

(i) Prices of all items/services listed in the price sheet format of the tender enquiry for delivery of the items/services as under:



**Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions**  
**Tender No. 1700000109**  
**Item: Dog Nail for Project 17A**

<b>Items/services</b>	<b>MDL Order (for 4 Ship sets)</b>
Main Equipment	MDL , Mumbai Store

(ii) The prices quoted shall remain firm and fixed during the currency of the order / contract unless agreed otherwise by MDL. Packing, Forwarding and Transportation charges should be included in the quoted price. Insurance shall be arranged by the bidder at their own cost.

(iii) Packing details such as size, weight etc. of the equipment/items to be mentioned.

**6. TAXES & DUTIES:**

- (a) Bidders must clearly mention the applicable Taxes & Duties in the rate sheet enclosed in the tender. The item-wise rates (i.e. Basic + Packing, Forwarding, Freight & Insurance) quoted in the Rate sheet should exclude Taxes & Duties. Bidder should indicate GST rates as applicable separately under each of the head in the same rate sheet, which will be paid extra based on tax invoice to the extent applicable.
- (b) Supplier / contractor will not be entitled to any increase in rate of taxes occurring during the period of extended delivery completion schedule if there is delay in supplies / completion attributed to him. However, if there is a decrease in taxes, the same must be passed on to MDL.
- (c) Wherever all-inclusive prices are quoted by the tenderer(s) 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.
- (d) Income tax applicable on cost of services rendered in India in relation to the contract, shall be payable by bidders.
- (e) In case of Indian Companies, TDS shall be carried out as per the existing Laws and Acts.

**(f) Goods and Services Tax (GST):**

- i. The prevailing rate of GST is to be indicated in your blank rate sheet in part-I.
- ii. For MDL's GST number, please visit our website. MDL's Provisional GST Number is 27AAACM8029J1ZA.
- iii. Bidder shall mention MDL GSTIN while invoicing and avoid any data entry error on GST portal.
- iv. Bidders shall mandatorily mention their GST number in their offer.
- v. Bidders having multiple business verticals within state/ at multiple states with separate GST registration numbers shall forward GSTIN of these verticals involved in supply of item and/or services.
- vi. Bidders shall mention the HSN (Harmonised System of Nomenclature) code for the quoted items and services in their offer. These codes must be in accordance with GST law and responsibility of specifying correct HSN codes for goods &/or services is that on the bidder.
- vii. Suppliers shall follow all the provisions/requirements/timelines promulgated by the Government of India from time to time with reference to GST compliance.
- viii. Where "applicable GST" has been quoted as extra, vendor has to ensure that all benefits due to implementation of GST including Input Tax Credit (ITC) in accordance with anti-profiteering provision of GST Acts has been factored in the prices quoted.
- ix. Bidder must mention HSN numbers in invoices as reflected in the order. These codes must be in accordance with GST law and responsibility of specifying



**Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions**  
**Tender No. 1700000109**  
**Item: Dog Nail for Project 17A**

correct HSN codes for goods &/or services is that on the bidder. Responsibility of specifying correct HSN no. in invoices is that of vendor. MDL shall not be responsible for any error in HSN no. specified by vendor. However, if any penalty is levied on MDL or any loss of ITC to MDL occurs or any delay in availing ITC by MDL occurs due to such error, vendor shall reimburse such loss after intimation by MDL or the amount shall be recovered from the SD or any outstanding payments to the vendor.

- x. If vendor is registered under GST, vendor shall ensure timely submission of invoice as per the provisions/ requirement/timelines prescribed under GST laws with all required supporting documents to enable MDL to avail input tax credit promptly.
- xi. Original invoice to be submitted to Bill receipt center at MDL gate and a copy of the invoice to be submitted to the respective stores.
- xii. If bidder is registered under GST, bidder should note that successful bidder shall ensure timely submission of invoice and file all applicable returns under GST Law in the stipulated time & any losses of ITC to MDL arising due to delay in submission of invoice or delay in filing will be recovered from the their invoice wherever MDL is eligible to avail tax credit. Any default towards payments of tax and / or uploading of monthly returns by supplier / contractor, MDL retains right to withhold payments towards tax portion until the same is corrected & complied by the supplier/ contractor with the requirement of GST along with satisfactory evidence.
- xiii. In case, MDL is unable to avail ITC, supplier/ contractor at their own cost shall rectify the shortcoming in the returns to be filed immediately thereafter. Further, if the ITC is delayed / denied to MDL reversed subsequently as per GST laws due to non/ delayed receipt of goods and/ or services and/ or tax invoices or expiry of timelines prescribed in GST Laws for availing ITC, non-payment of taxes or non-filing of returns or any other reason not attributable to MDL, such amount shall be recoverable from supplier / contractor along with interest and penalty as levied on MDL under GST Law for the number of days the ITC was delayed. This amount shall be recovered from the SD or any outstanding payments. If the short coming is not rectified by supplier / contractor and MDL ends up in reversal of credits and / or payments, supplier / contractor is fully liable for making good all the loss incurred by MDL/ as a result of default.
- xiv. If the GST rating of supplier / contractor on GST portal/ Govt. website is found to be negative/ blacklisted, the MDL reserves the right to reject the offer of such bidders. Similarly, on post placement of the contract/order, MDL shall reimburse GST to the vendor only after he makes the payment of GST and fulfils all requirements as per GST law for successful GST along with penalties/interest, if any, incurred by MDL.
- xv. If bidder is registered under GST, Suppliers shall be responsible for the financial and non-financial consequences in case of non-compliance of GST provisions/requirements/timelines on their part.

7. **MODE OF DISPATCH**: Road/Rail/Air/Sea.

8. **CONSIGNEE**:

- (i) Material scheduled for delivery are to be delivered at MDL & stores respectively at the following address:





**Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions**  
**Tender No. 1700000109**  
**Item: Dog Nail for Project 17A**

**MDL:**

MDL's either of Anik/Sewri/Bond/Electronic store located in Mumbai. However, exact details will be indicated in PO.

**Note:-**In order to avoid inconvenience during the delivery of material, it is advisable for supplier to depute their representative in their own interest to coordinate the activities between the transporter and MDL stores.

- (ii) Following document should be submitted along with material:
- PO copy & subsequent amendments issued to it, if any.
  - Inspection Release Note (IRN) issued by nominated inspection officer.
  - Delivery Challans clearly indicating MDL Purchase Order No, Inspection Note Details and Packing List co-relating the items in the inspection report.
  - Copy of Warranty Certificate, Preservation Certificate etc.
  - Technical documentation, if applicable.
  - Way bill certificate as applicable duly acknowledged.
- (iii) Unloading of the equipment/ items will be arranged by MDL. In case of delivery of Large/ Bulky/ Heavy consignments, supplier is required to give 2 to 4 day's advance intimation to MDL clearly indicating approx. dimensions and weight of consignments for arranging fork lift/crane for unloading.
- (a) In case of door delivery orders, the supplier shall categorically direct the transporter to deliver the ordered items without insisting for consignee copy of the Lorry Receipt.
- (b) The consignment must be delivered by giving at least one-week advance notice to Material Superintendent, Naval Store(CWH), Material Organization, Visakhapatnam, under intimation to MDL clearly indicating weight, dimensions of the consignment etc.
- Copy of MDL Purchase Order & subsequent amendments issued to it, if any.
  - Copy of Invoice,
  - Inspection Release Note (IRN) issued by nominated inspection officer.
  - Delivery Challans clearly indicating MDL/ Purchase Order No, Inspection Note Details and Packing List co-relating the items in the inspection report
  - Copy of Warranty Certificate, Preservation Certificate etc.

**9. ADDITIONAL INSTRUCTIONS:**

- (a) Bidder shall abide by all Standard Terms and Conditions of Supply (STACS), GT&C and Acceptance formats with techno-commercial (Part-I) bid. The bidder shall also abide statutory requirements, Official Secret Act 1923 and Safety clause hosted on MDL Website.
- (b) The contract will be governed by STACS and GT&C 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.
- (c) 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.
- (d) MDL reserves the right to consider placement of Order / Contract in part or in full against the tendered quantity or reject any or all tenders without assigning any reason.
- (e) In case of improper on-line filling of Acceptance formats for Tender Enquiry Form (TEF), GT&C and STACS, it shall be presumed that all our tender terms & conditions are acceptable to the bidder.



**Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions**  
**Tender No. 1700000109**  
**Item: Dog Nail for Project 17A**

- (f) Wherever the clauses in tender document (Part A) are getting repeated in STACS and GT&C, then in such cases bidders are requested to refer the clauses in the tender doc (Part A) and offer their comments/acceptance, accordingly.
10. **HINDRANCE REGISTER**: All hindrances with date of occurrences and removal shall be noted in the Hindrance Register. The Hindrance Register shall document reasons for the delay vis-à-vis the mutually agreed schedule. All hindrances such as delay in MDL Inputs (Drawings/Material/Documents/Services/ Inspection call), delay by TPI/Inspection Agency/Customer(Navy), delay on account of specialist services, non-performance by the contractor, delinquency by the vendor, force majeure or any other relevant reason shall be recorded. The Hindrance Register shall be signed by the reps. of both MDL as well as Contractor. Executive in the rank of Chief Manager and above shall be the nodal executive of the User Department.
11. **PUBLIC GRIEVANCE CELL**: A Public Grievance Cell headed by Shri. SD Kajwe, GM (F-P&S), MDL / by Shri SK Verma, GM(IE&P), has been set up in the Company. Members of public having complaints or grievances are advised to contact above Authorities on Wednesday between 10.00 hours and 12.30 hours in his office at 3rd floor Mazdock House, North Yard, Mazagon Dock Shipbuilders Ltd or send their complaints / grievances to him in writing for redressal. Telephone No. is 23782338/ 23762106(MDL).
12. **INDEPENDENT EXTERNAL MONITORS (IEM)**: Not applicable.
13. **CONTACT DETAILS FOR QUERIES**: In case of any clarifications regarding tender condition/TSP/specification, bidders are requested to contact the following person, before the closing date of the tender.

<b>MDL</b>			
Technical	Mr. C M Latkar AGM/PE(P-P17A)	+91 22 23763137	cmlatkar@mazdock.com
	Mr. S.B. PUJARI M(P- P17A)	+91 22 23763137	spujari@mazdock.com
Commercial	Mr. C.R. Srinivasan DGM/PE(C-P17A) +91 8879399878	+91 22 23763104	<a href="mailto:crsrinivasan@mazdock.com">crsrinivasan@mazdock.com</a>
	Mr. Namit Srivastava SE (C-P17A)	+91 22 23763346	<a href="mailto:nsrivastava@mazdock.com">nsrivastava@mazdock.com</a>

14. **E-PORTAL AND E-TENDER GUIDANCE**:
- (a) Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal website for e-Procurement at <http://eprocuremdl.nic.in>
- (b) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the eProcurement/e-tender portal is a prerequisite for e-tendering.
- (c) Bidder should do the enrollment in the eProcurement site using the "Click here to Enroll" option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true





**Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions**  
**Tender No. 1700000109**  
**Item: Dog Nail for Project 17A**

information including valid email ID. All the correspondence shall be made directly with the contractors/bidders through email id provided.

- (d) Bidder need to login to the site through their user ID/ password chosen during enrollment/ registration.
- (e) The Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/SmartCard, should be registered.
- (f) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- (g) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- (h) After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- (i) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- (j) From my tender folder, he selects the tender to view all the details indicated.
- (k) Bidder then log in to the site through the secured login by giving the user id/ password chosen during enrolment/registration and then by giving the password of the eToken/ SmartCard to access DSC.
- (l) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder.
- (m) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- (n) Bidder shall fill the TEF, STACs & GT&C Accepted/Deviation Format properly. If any field under Accepted/Deviation columns is left blank, then it shall be construed as accepted by bidder.
- (o) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLS/RAR/zip/DWF formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/RAR and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with 100 dpi with black and white option. However, of the file size is less than 1 MB the transaction uploading time will be very fast.
- (p) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- (q) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- (r) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- (s) The bidder has to select the payment option as offline to pay the EMD/IPBG as applicable and enter details of the instruments.
- (t) The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
- (u) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the



**Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions**  
**Tender No. 1700000109**  
**Item: Dog Nail for Project 17A**

bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

- (v) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- (w) Bidder is requested to resolve all the tender related queries 7 days prior to tender closing date. No queries shall be entertained after this period.
- (x) If the Financial Bid format is provided in a spread sheet file like BoQ\_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Financial Bid/BOQ template must not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for this tender. The rate sheet/BoQ/Price Schedule shall be uploaded in Part-II i.e. Financial/Price bid only.
- (y) Prices are not to be uploaded/indicated in Part-I (techno-commercial bid).
- (z) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- (aa) The request for extension of tender due date should reach us at least 3 working days in advance excluding the day of tender closing date. However the extension would be granted by MDL on merit of the case at our discretion and would be binding on all bidders.
- (bb) After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- (cc) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- (dd) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- (ee) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (ff) The confidentiality of the bids is maintained since the secured Socket Layer 128-bit encryption technology is used. Data storage encryption of sensitive fields is done.
- (gg) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- (hh) For any queries regarding e-tendering process, the bidders are requested to contact to the persons as provided in the tender document. Further for any further queries related to bidding procedures, the bidders are requested to contact the 24x7 Telephonic Help Desk Number 0120-4200462, 0120-4001002 or Mobile No 91-8826246593 or to visit [eproc-support@gov.in](mailto:eproc-support@gov.in)
- (ii) **Assistance for Online Bidding only:** In case of any difficulties during online submission of offer, bidders are requested to contact the undersigned, before the closing date of the tender to Mr. Akshay Vichare, 022-2376 3251, Mb No: 9022422364. Bidders can also contact toll-free customer help line no 0120-



**Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions**  
**Tender No. 1700000109**  
**Item: Dog Nail for Project 17A**

4200462, 0120-4001002 of e-procurement portal <http://eprocaremdl.nic.in> or to visit [eproc-support@gov.in](mailto:eproc-support@gov.in).

In case of any further problems / issues are being faced during online bidding on e-procurement portal ,maintained by NIC, you may contact to Mr. Sagar U Shende, Manager, Ph No 022 23763249 for facilitating the addressal of you problem / issues.

Also, a Training program is arranged in MDL Premises on every working Fridays in one session (1400 - 1600 hrs) for prospective/willing Bidders and those bidders should sent request email to [sushende@mazdock.com](mailto:sushende@mazdock.com).



**Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions  
Tender No. 1700000109  
Item: Dog Nail for Project 17A**

**SECTION-II**  
**TENDER TERMS & CONDITIONS (MANDATORY)**

1. **INFORMATION AND INSTRUCTION**: Bidder to confirm that they have read and understood the instructions for compliance as indicated under **section I**.
2. **INTEGRITY PACT (IP) & INTEGRITY PACT BANK GUARANTEE (IPBG):Not Applicable.**
3. **LOADING CRITERIA**:  
Deviations sought by the bidder in respect of Freight, Insurance, payment terms shall be loaded on the bidder/s quoted prices during price evaluation by MDL. Among the equal bids, bidders with ISO 9000 series accreditation over non-ISO bidders, firstly manufacturers than their authorized dealers will be given preference. The loading criteria that will be adopted are illustrated in detail in a separate enclosure. The loading shall be carried out as under:
  - (a) Payment Terms: It is desirable that the bidder accepts the Payment terms indicated in the tender. Varied payment terms quoted by bidders as compared to the terms stated in the Tender document shall be normalized by adopting the SBAR (State Bank Advance Rate (Prime lending rate of State Bank of India) plus 2% thereon on the amount (s) at variation and / or for the period (in no. of days) at variation.
  - (b) Delivery of the goods: Delivery at MDL/ should be responsibility of the supplier. However, for unavoidable reasons, if bids are exclusive of transport and / or insurance, the same will be loaded at the cost to be incurred by MDL.
  - (c) 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.
  - (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 example, the maximum ceiling towards liquidated damages stipulated in the Tender is 5% and the bidder seeks to limit it to, say 3.50% then the price quoted will be loaded by 1.5%. If the rate of LD per week is 0.50% per week or part thereof as per tender and the bidder seeks it as, say, 0.40% per week or part thereof, the maximum ceiling on LD as per tender will first be equated to weeks (10 weeks in this case) and the rate proposed by the bidder i.e. 0.40% will be multiplied by the so equated maximum period (which works out to 4%) and the quoted price will be loaded accordingly by 1%. Delivery being the essence of the contract, it is desirable if the bidder(s) adhere to the stipulated clause.
4. **RANKING OF BIDS & DETERMINATION OF L-1 BIDDER/S**:
  - (i) Ranking of bids shall be done by considering following factors:
    - a. Ranking of bids shall be done by considering all line items together for first ship set of P17A.
      - i. For supplier the total of basic cost(including Packing, Forwarding, Freight & Insurance),shall be basis for the purpose of comparison of bids. Taxes, duties and levies shall be excluded for ranking the bids.
    - b. Loading factors as applicable as per Clause No 03 of Section II.
  - (ii) Total landed price shall be worked out as under;



**Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions**  
**Tender No. 1700000109**  
**Item: Dog Nail for Project 17A**

- a) Total basic cost (inclusive of Packing & Forwarding, Freight & Insurance), Basic custom duty (BCD) & Cess on import content and GST on Total basic cost (inclusive of Packing & Forwarding, Freight & Insurance), Basic custom duty (BCD) & Cess shall be added.
- b) As GST, Basic custom duty (BCD) and Cess are excluded for ranking of bids to determine L-1 bidder, there may arise a situation where the landed price of the adjudged L-1 bidder may be higher compared with any other bid(s). Therefore, it would be required that the adjudged L1 bidder has to reduce the price to make it competitive both before including GST, BCD & cess and after including GST, BCD & cess.
- (iii) If the adjudged L1 bidder does not agree to reduce the price to make it competitive after including the GST, BCD & cess, then the next ranked bidder(s) will be afforded the opportunity so that the procurement is competitive.
- (iv) Discount given, if any, by the bidders, after the last date for submission of the bids but before opening of the price bids, will not be considered for determining the ranking of bids but will be considered after the said bidder is adjudged as L1.
- (v) On-line ranking visible to the bidders after opening Part-II price bid is without loading parameters. However, the L1 bidder will be evaluated offline by applying all applicable loading parameters as per tender and clarifications during techno-commercial scrutiny / TNC meeting.



**Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions**  
**Tender No. 1700000109**  
**Item: Dog Nail for Project 17A**

**SECTION-III**

**TENDER TERMS & CONDITIONS**

1. **DESCRIPTION & SCOPE OF WORK**

:

**A. MAIN EQUIPMENT/ITEM/SYSTEM:** Supply of Dog Nail (Y-12651) as per Drawing No. MG 990000002 Rev 0 dated 13.10.2017.

2. **PRE-QUALIFICATION CRITERIA:**

(a) **Technical/ Work experience Criteria:**

(i) Vendors Shall Have experience of supply of Dog Nail to any war ships. Details including work completion, certificate and relevant purchase orders shall be appended for completed project.

(ii) Vendor shall submit a declaration in their letter head that there are no adverse reports from any of their customers for these types of equipment supplied by them. In case any such adverse report/remark exists, the details of the same may be furnished along with the reference Purchase Order and customer details.

(iii) Firm must submit documentary evidence (for all points mentioned above) to fulfill qualification criteria.

(b) **Commercial/ Financial criteria:** Firm to submit following details/ documents:

(i) Bidders Company Profile and shop & establishment registration certificate/registration certificate from local body for conducting business/ factory or industry license. Also, copy of GST & CIN document as available.

(ii) List of equipment held by them with model / year / working status along with details of their manufacturing facilities and personnel with designation, qualification and experience to determine their capabilities. SSI / NSIC units can alternatively submit valid certificate indicating their capacity.

(iii) Bidder's average turnover during last 03 years should be at least **INR 75000** for bidder .For assessing the same Audited / Certified Balance sheet, Profit / Loss account for the corresponding 03 years to be submitted.

(iv) The value of the supplies during last 03 years should not be less than **INR 1.25 Lakhs** for bidders. Order copies to be submitted along with its completion certificate.

Note:

a) Sr. 1 (b) (i & ii) are not applicable for permanently registered vendor with MDL for the tendered item/ equipment/system. Bidders registered with MDL should submit the copy of valid registration certificate indicating items/ services for which they are registered with MDL in part-1 techno commercial bid.

b) If any cash transaction is included in turnover (statement of profit & loss) the same will not be considered for turnover value.

3. **EARNEST MONEY DEPOSIT (EMD) / BID BOND:** Not Applicable.

4. **VALIDITY PERIOD OF OFFER:**

Bid / Offer shall have the validity period of **180 days** from the tender closing date.

5. **DELIVERY PERIOD/COMPLETION SCHEDULE:**

(a) Bidders are advised to submit their bids as per delivery schedule indicated in the tender. In case it is not possible for the bidders to supply material as per tendered delivery schedule, bidders may indicate minimum time required to deliver the goods. In such cases, the additional delivery period quoted by the bidders shall be loaded @ 0.5% per week for ranking purpose. Bidders to work out timelines for submission of Binding data/QAP for approval and delivery time post approval of binding data/QAP





**Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions**  
**Tender No. 1700000109**  
**Item: Dog Nail for Project 17A**

based on delivery time indicated in the Tender. Bidders to indicate the same in their offer.

(b) Precise delivery period is indicated in tender enquiry and any deviations to the same are not acceptable. Supplier is to confirm their acceptance to the delivery dates/ delivery schedule as per tender. However, considering the size of consignment, the delivery of goods can commence 3 to 4 months prior to the scheduled delivery date and the envisaged number of lots per ship set should not exceed eight. Binding data/ documents & QAP as per TSP.

(c) **Part Delivery**: MDL/ will prefer to have the entire Equipment / Item within the stipulated delivery period and will discourage the part delivery & part payment thereof.

6. **SECURITY DEPOSIT(SD): Not Applicable**

7. **INSPECTION**: MDL at receipt.

8. **EXCHANGE RATE VARIATION (ERV)**. Not Applicable

9. **PAYMENT TERMS**:

(a) Shipyard does not pay any advance payment.

Payment of 100% of the value of the supplies against delivery and acceptance as may be payable and as reduced by any deductibles and / or the amount leviable towards liquidated damages, if any plus 100% taxes , duties etc as applicable on production of proof of inspection, receipt and acceptance at MDL between **15 to 20 days**.

(b) **Part Supply / Part Payment**: Normally Part supply, part payment is not allowed. However, part supply is allowed for identifiable line item in order to achieve continuity of the work progress at site. In case of major systems, part deliveries shall be taken, only if, recommended and agreed to, during TNC/CNC. If any deliveries are made in parts/lots, then all the invoices received in that month for the supplies would be clubbed and processed.

10. **PAYMENT MODE**:

(a) Indigenous Bidders: All the payments to indigenous bidders due shall be made through Real Time Gross Settlement (RTGS) / National Electronic Fund Transfer (NEFT) by MDL.

11. **WARRANTY/GUARANTEE**: Not Applicable.

12. **PERFORMANCE BANK GUARANTEE (PBG)**: Not Applicable.

13. **LIQUIDATED DAMAGES (LD)**:

In cases of delay not attributable to Purchaser, beyond the agreed schedule, the Supplier/Contractor shall pay LD, a sum representing 0.5% (Half percent) per week or part thereof, subject to maximum of 5% of the undelivered/unfinished portion of the order/contract if the quantity is separable. In case the undelivered / unfinished portion of the order results in to non utilization / ineffective utilization of delivered portion, in such cases LD shall be applicable on the total value of deliverables.

14. **OPTION CLAUSE**: MDL retains the right to place orders for additional quantities up to a maximum of 50% of the originally contracted quantity at the same rate and terms of the contract. Such an option shall be available during the original period of



**Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions  
Tender No. 1700000109  
Item: Dog Nail for Project 17A**

contract. Option quantity during extended delivery period is limited to 50% of balance quantity after original delivery period.

15. **BOOK EXAMINATION CLAUSE**: In case it is found to the satisfaction of the BUYER that the seller 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 penalty for use of undue influence, the seller, on a specific request of the buyer shall provide necessary information/Break-up data/ inspection of the relevant financial documents/information.

16. We look forward to receive your most competitive and reasonable offer against this tender.

Yours faithfully,

**For MAZAGON DOCK SHIPBUILDERS  
LIMITED**

**Enclosures:** -

Enclosure-1	Drawing No. 990000002 Rev 0
Enclosure-2	Standard Terms & Conditions (STACS)
Enclosure-3	General Terms & Conditions (GT&C)
Enclosure-4	Loading factors for ranking of bids
Enclosure-5	RTGS format
Enclosure-6	MDL'S Bank Account Details
Enclosure-7	Official Secret Act 1923
Enclosure-8	Contact Details of the bidder



**Mazagon Dock Shipbuilders  
limited**

Dockyard Road

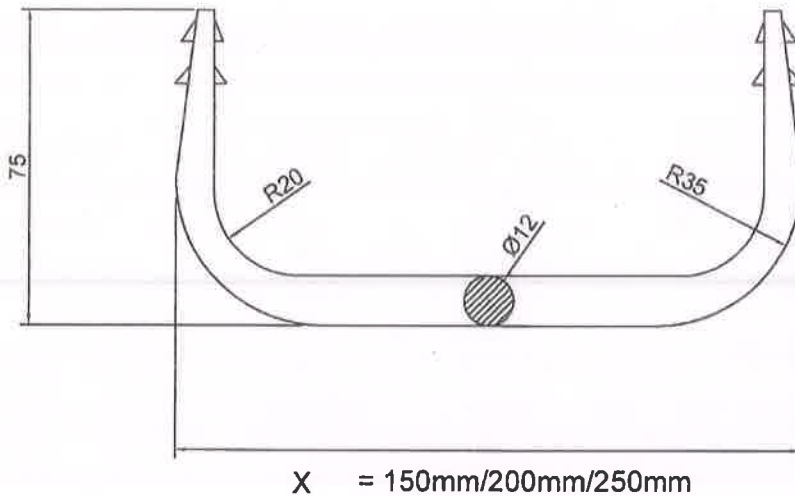
Mumbai 400010

CLIENT

**INDIAN NAVY**

SHIP

**P 17A**



Item	Material	SIZE	DIAMETER
DOG NAILS	IS 2062 GR A	150 mm X 75 mm	12 mm
		200 mm X 75mm	
		250mm X 75mm	

**NOTE:**

1. ALL DIMENSIONS ARE IN MM
2. THE ENDS OF THE DOCK PINS TO BE TAPERED TO SQUARE SHAPE
3. THE DRAWING IS MADE AS PER THE SKETCH GIVEN BY SD&D DEPARTMENT FOR P15B SHIPS

TITLE <b>DOG NAILS FOR WOODEN BLOCKS</b>		NAME	DESG.	SIGN.	DATE	SHEET 1 OF 1	REV.
	PREP	BA	DM(FDG)	<i>[Signature]</i>	11/10/17		0
	CHKD.	SD	DGM(FDG)	<i>[Signature]</i>	YARD NO.	DRG. NO.	
	APPRD.	BG	AGM (FDG)	<i>[Signature]</i>	1 2 6 5 1	M G 9 9 0 0 0 0 0 0 2	A4



Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions  
Tender No. 17000000109  
Item: Dog Nails for Project 17A

**Enclosure-2**

*STANDARD TERMS AND CONDITIONS (STACS)*

<b>101</b>		The word ' <b>Purchaser</b> ' refers to MAZAGON DOCK SHIPBUILDERS LIMITED, (MDL), a Company registered under the Indian Companies Act, 1913 and it includes its successors or assignees.
<b>102</b>		The word ' <b>Bidder/Supplier/Contractor</b> ' 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.
<b>103</b>		The word ' <b>Owner</b> ' means the person or authority with whom Mazagon Dock Shipbuilders Limited (Purchaser) has contracted to carry out work in relation to which orders are placed by the Purchaser on the <b>Bidder/Supplier/Contractor</b> 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.
<b>120</b>		<b>GENERAL</b>
	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.
<b>200</b>		<b>COMMUNICATION &amp; LANGUAGE FOR DOCUMENTATION</b>
	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.
<b>210</b>		<b>PURCHASER'S PROPERTY.</b>
	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.
<b>220</b>		<b>RISK PURCHASE</b>
	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.
<b>230</b>		<b>RECOVERY-ADJUSTMENT PROVISIONS</b>
	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.
<b>240</b>		<b>ADDITIONAL BANK GUARANTEE(Not Applicable)</b>
	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



Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions  
Tender No. 17000000109  
Item: Dog Nails for Project 17A

		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.
<b>250</b>		<b>INDEMNIFICATION</b>
	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.
<b>260</b>		<b>TRANSFER OF SUPPLIERS / CONTRACTOR'S RIGHTS</b>
	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.
<b>270</b>		<b>SUBCONTRACT &amp; RIGHT OF PURCHASER</b>
	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.
<b>280</b>		<b>PATENT RIGHTS</b>
	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.
<b>290</b>		<b>AGENTS/AGENCY COMMISSION</b>
	291	<p>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.</p> <p>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.</p> <p>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.</p> <p>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 or 6% whichever is higher above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and base rate of SBI plus 2% (for Indian Vendors).</p> <p>The Buyer will also have the right to recover any such amount from any contracts concluded earlier with Buyer.</p>
<b>300</b>		<b>USE OF UNDUE INFLUENCE / CORRUPT PRACTICES</b>
	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 /



Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions  
Tender No. 17000000109  
Item: Dog Nails for Project 17A

		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.
<b>310</b>		<b>IMMUNITY OF GOVERNMENT OF INDIA CLAUSE</b>
	311	It is expressly understood and agreed by and between M/s. (Bidder / Supplier / Contractor) and Mazagon Dock Shipbuilders Limited, Dockyard Road, Mumbai - 400 010 (MDL) is entering into this Agreement solely on its own behalf and not on the behalf of any person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that MDL is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable of Laws of India and general principles of Contract Law. The (Bidder / Supplier / Contractor) expressly agrees, acknowledges and understands that MDL is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions and commissions, breaches or other wrongs arising out of the contract. Accordingly, (Bidder / Supplier / Contractor) hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue Government of India in any manner, claim, cause of action or thing whatsoever arising of or under this Agreement
<b>320</b>		<b>EXPORT LICENCE(Not Applicable)</b>
	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
<b>330</b>		<b>BANNED OR DE-LISTED CONTRACTORS / SUPPLIERS</b>
	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.
<b>340</b>		<b>DUTY OF PERSONNEL OF SUPPLIER/SUPPLIER</b>
	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.
<b>350</b>		<b>DISPUTE RESOLUTION MECHANISM AND ARBITRATION</b>
	<b>351</b>	<b>DISPUTE RESOLUTION MECHANISM (DRM)</b>
		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.





Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions  
Tender No. 17000000109  
Item: Dog Nails for Project 17A

		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 scrutinize 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.
	<b>352</b>	<b>ARBITRATION</b>
		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.
	355	
	<b>356</b>	<b>JURISDICTION OF COURTS</b>
		All contracts shall be deemed to have been wholly made in Mumbai and all claims there under are payable in Mumbai City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be instituted in any Court other than that situated in Mumbai City, Maharashtra State, India i.e. courts in Mumbai shall alone have jurisdiction in case of contract with MDL to decide upon any dispute arising out of or in respect of the contract.
	<b>370</b>	<b>INDIGENIZATION -Not Applicable</b>



Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions  
 Tender No. 17000000109  
 Item: Dog Nails for Project 17A

**Enclosure-3**

**GENERAL TERMS & CONDITIONS (GT&C)**

<b>A20</b>		<b>SECURITY DEPOSIT(Not Applicable)</b>
	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
<b>A30</b>		<b>FORFEITURE OF EMD / BID BOND(Not Applicable)</b>
	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
<b>A40</b>		<b>FORFEITURE OF SECURITY DEPOSIT (Not Applicable)</b>
	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.
<b>A50</b>		<b>FORFEITURE OF PERFORMANCE GUARANTEE (Not Applicable)</b>
	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.
<b>A60</b>		<b>SUPPLIES</b>
	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
<b>A70</b>		<b>PROGRESS REPORTING &amp; MONITORING</b>
	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.
<b>A80</b>		<b>CANCELLATION OF ORDER</b>
	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.
<b>A90</b>		<b># PRESERVATION AND MAINTENANCE(Not Applicable)</b>
	A91	Should any material require any preservation till its final installation/fitment, the detailed procedure (Long term & short term) for the same as also the time of interval after which the state of preservation needs to be reviewed is to be stated by the Bidder/Supplier/Contractor.
	A92	Further the de-preservation prior to the material/equipment being commissioned and the maintenance procedure together with its periodicity is also to be indicated by the Bidder / Supplier / Contractor.
	A93	The Bidder / Supplier / Contractor in their offer must confirm that indigenous oil; lubricants and preservatives, etc. can be used in the equipment. The bidder must also give assurance that the equipment performance will not be downgraded by use of indigenous equivalents.
<b>A100</b>		<b>FREIGHT AND INSURANCE</b>
	A101	In cases where the offers are for 'Door Delivery to Purchaser,' transit freight & Insurance charges shall be borne by the Bidder / Supplier / Contractor.



Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions  
Tender No. 17000000109  
Item: Dog Nails for Project 17A

		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.
<b>A110</b>		<b>TAXES &amp; DUTIES / STATUTORY LEVIES</b>
	A111	<b>Please refer Clause under Section-I of Part 'A'</b>
<b>A120</b>		<b>DEMURRAGE</b>
	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.
<b>A130</b>		<b># INSPECTION, TESTING. – Not Applicable</b>
	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.
<b>A140</b>		<b>RECEIPT INSPECTION BY MDL</b>
	A141	MDL with WOT shall carry out necessary inspection of the items on receipt, on the basis of an appropriate quality assurance system and inspection system requirements along with representative of the Owner. Any objection raised by MDL 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
<b>A150</b>		<b>REJECTION OF MATERIALS</b>
	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.
<b>A160</b>		<b># TECHNOLOGICAL DEVELOPMENTS / MODIFICATIONS</b>
	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.



Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions  
Tender No. 17000000109  
Item: Dog Nails for Project 17A

	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.
<b>A170</b>		<b>PURCHASER'S RIGHT TO ACCEPT ANY BID, PART OF BID AND TO REJECT ANY OR ALL BIDS.</b>
	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.
<b>A180</b>		<b>BANK GUARANTEE / INSURANCE COVER FOR FREE ISSUE MATERIAL (Not Applicable)</b>
	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.
<b>A190</b>		<b>BIDDER'S RESPONSE IN CASE OF NO PARTICIPATION</b>
	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
<b>A200</b>		<b>FACILITY PROVISION (Applicable only for Services)</b>
	A201	The Purchaser would consider providing facilities like - compressed air at one point, crange facility for handling heavy loads for lowering onto the ship and water intended for use by the Contractor / Bidder for execution of contract for working within the Purchaser's premises at no extra cost to the Contractor / Bidder. Industrial gases, electrical power, office space / RU store facility may be provided at one point only if possible and available and on chargeable basis if so desired by the Contractor / Bidder. The contractor / Bidder shall make his own arrangements for fixing necessary fittings, wires, welding machines, transformer, etc for power, connecting lines, storage etc for water and necessary fittings, pipes, breaker, hoses etc for compressed air.



Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions  
Tender No. 17000000109  
Item: Dog Nails for Project 17A

**Enclosure-4**

**LOADING FACTORS FOR RANKING OF BIDS**  
(ILLUSTRATIVE FORMAT)

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	In case of 1(a)	In case of 1(a)	In case of 1(a)
3	Add Sea/Air Freight charges / Inland Road Transport	In case of 1(a)	In case of 1(a)	In case of 1(a)
4	Customs Clearance / Port Handling / Transportation to Yard / inland insurance	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	Cost (ex-MDL) excluding taxes & duties after loading for variations in financial term.	Sr.Nos. 5 + 6 + 7		

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

9	Additional delivery period sought over stipulated period as per Tender			
10	Additional time sought for supplying binding data.			
11	Liquidated damages per week rate / maximum ceiling			
12	Warranty / Guarantee			
13	Cost (ex-MDL) excluding taxes & duties after loading for variations on account of financial and commercial terms.	Sr.Nos. 9 + 10 + 11 + 12 + 13		

D. Landed Cost:

14	Taxes & Duties			
15	Landed Cost	Sr. Nos. 13 + 14		







Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions  
Tender No. 17000000109  
Item: Dog Nails for Project 17A

**Enclosure-6**

1. **MDL'S BANK ACCOUNT DETAILS:**

NAME OF BANK A/C HOLDER : MAZAGON DOCK SHIPBUILDERS LTD  
BANK AND BRANCH : STATE BANK OF INDIA, MAZGAON BRANCH  
TYPE OF ACCOUNT : CURRENT  
BANK ACCOUNT NO : 10005255246  
IFSC CODE : SBIN0009054  
SWIFT CODE : SBININBB101

2. **DETAILS OF REMITTANCE TO MDL'S BANK ACCOUNT:**

(To be filled in by the vendors/firms making remittance of funds in MDL'S Bank Account)

Date of Remittance	Name of Firm	Vendor Code	MDL tender/ PO. Ref No.	Nature of Remittance viz. EMD/SD etc.	Amount Remitted (₹)

**Signature of Vendor/Representative**

3. **SAP Parked Document No:** \_\_\_\_\_ **Date:** \_\_\_\_\_

(To be filled in by MDL's Commercial Executive)

*Sr. No.2 and 3 above will be filled in by the Vendor and MDL commercial Executive respectively and the form forwarded to Treasury Section for posting of SAP Document to the respective Bank Account.*



**EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923**  
(ILLUSTRATIVE FORMAT)

**SECTION 2(B) : "PROHIBITED PLACE"**

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

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

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

If any per unlawfully -

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

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

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

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

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

- a) Willfully communicates to any person, other than a person, who is 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 person move in the provisions of this section, shall be punishable with imprisonment, which may extend up to 3 years.

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

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

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

**SECTION 9 : "INCITEMENT"**

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

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

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

**SECTION 11 : "SEARCH WARRANTS"**

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



Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions  
Tender No. 17000000109  
Item: Dog Nails for Project 17A

**ENCLOSURE- 8**

**CONTACT DETAILS OF BIDDER**

Name of Bidder:	
Address:	
Contact Number:	
email id:	

Details of Authorised Representatives; (Three Levels)

1.

Name:	
Designation	
Direct Landline Number:	
Mobile Number:	
Email id:	

2.

Name:	
Designation	
Direct Landline Number:	
Mobile Number:	
Email id:	

3.

Name:	
Designation	
Direct Landline Number:	
Mobile Number:	
Email id:	