



**TENDER ENQUIRY**  
[ 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**

Tender No : 3000000311  
Purchasing Executive : Prashant C Salunke  
To

Department: IT-PURCHASE  
Purchasing Executive: Prashant C Salunke  
Telephone No:+91 23762149  
Fax No:+91 23721551  
Email ID: pcsalunke@mazdock.com

Tender Number: 3000000311  
Tender Date: 20.01.2017  
Tender Closing Date 10.02.2017  
Tender Closing Time 14:00:00  
RFQ Number: 2090000935

Telephone No:  
Fax No:  
Email ID:

Tender Fee: Rs 0.00  
EMD Amount: Rs 20,000.00

Pre Bid Meeting Date Pre Bid Meeting Time 00:00:00  
Tender Opening Date: 13.02.2017 Tender Opening Time: 11:00:00

Offer should be valid up to:

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

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

Dear Sir / Madam ,

SUB:- SUPPLY, INSTALLATION & COMMISSIONING OF MS PROJECT & ACROBAT PRO DC WITH PERPETUAL LICENSES WITH ONE YEAR SUBSCRIPTION AS PER TENDER DOCUMENT.

Mazagon Dock Shipbuilders Limited (MDL) invites Competitive - Bid from reputed suppliers for the following in **SINGLE BID** system.

Sl.No.	Material/Service Details	Quantity/Unit	Delivery Date
00100	Material Number:- 51000000000000213 MS Project Material Description :MS Project pro 2016 SNGLP OLP NL Software's Permanent Licences Scope of Work: ----- 1) The scope shall cover Supply, Installation, Configuration ,Testing, Commissioning and set to work	10 Number	07.04.2017

Sl. No.	Material/Service Details	Quantity/Unit	Delivery Date
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	<p>of Software and its associated modules, Warranty and Annual Maintenance support at MDL as per the technical specifications mentioned above.</p> <p>2) The supply of all the Software components shall be with the required permanent/perpetual licenses or with any other mechanism ensuring that the validity of the license is permanent and all such costs towards this end shall be deemed to have been included in the bid price and no additional shall be payable by MDL. The license(s) shall be taken in the name of MDL and will be the property of MDL.</p> <p>3) Authentic published/ printed brochures for each software item quoted against all the items must be enclosed indicating technical specifications requirement of the bid.</p> <p>4) The duration of warrantee for software will be initially for a period of 1 (One) year, and will commence immediately after the successful completion and acceptance of the software.</p> <p>5) The vendor has to maintain the supplied software and ensure smooth running of the same during the entire period of AMC.</p> <p>6) At least one qualified and trained engineer will have to be made available for preventive and on call basis (whenever break down is there) during the entire period of AMC.</p> <p>7) Vendor shall provide installation and warranty services. Accordingly the supplier warrants that the products delivered under this order shall be free from defect in material, workmanship and manufacture, for a period of 12 months or as specified in the order from the date of supply/installation. If found defective during the said warranty period, supplier shall repair and/ or replace at his cost within a period of 2 working days. Beyond 2 working days, penalty of Rs 200 per day will be applicable on the vendor.</p> <p>8) BG of 10% of the total value shall be submitted as PBG during the warranty/ AMC period.</p> <p>9) The software shall be warranted to be original version, legal and necessary License Certificate as applicable shall be provided along with the supply.</p> <p>10) Telephonic / email support from 09:00 am to 6:00pm shall be available on all working days.</p>		
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00200	<p>Material Number:- 51000000000000213</p> <p>Acrobat Pro DC</p> <p>Material Description :Pdf to Word and Excel Converter (Acrobat Pro DC) Perpetual Licence</p> <p>Scope of Work: -----</p> <p>1) The scope shall cover Supply, Installation, Configuration ,Testing, Commissioning and set to work of Software and its associated modules and Warranty support at MDL as per the technical specifications mentioned above.</p> <p>2) The supply of all the Software components shall be with the required permanent/perpetual licenses</p>	11 Number	07.04.2017
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Sl. No.	Material/Service Details	Quantity/Unit	Delivery Date
	<p>or with any other mechanism ensuring that the validity of the license is permanent and all such costs towards this end shall be deemed to have been included in the bid price and no additional shall be payable by MDL. The license(s) shall be taken in the name of MDL and will be the property of MDL.</p> <p>3) Authentic published/ printed brochures for each software item quoted against all the items must be enclosed indicating technical specifications requirement of the bid.</p> <p>4) The duration of warranty for software will be initially for a period of 3 (Three) years, and will commence immediately after the successful completion and acceptance of the software.</p> <p>5) The vendor has to maintain the supplied software and ensure smooth running of the same during the entire period of warranty.</p> <p>6) At least one qualified and trained engineer will have to be made available for preventive and on call basis (whenever break down is there) during the entire period of warranty.</p> <p>7) Vendor shall provide installation and warranty services. Accordingly the supplier warrants that the products delivered under this order shall be free from defect in material, workmanship and manufacture, for a period of 36 months or as specified in the order from the date of supply/installation. If found defective during the said warranty period, supplier shall repair and/ or replace at his cost within a period of 2 working days.</p> <p>8) BG of 10% of the total value shall be submitted as PBG during the warranty/ AMC period.</p> <p>9) The software shall be warranted to be original version, legal and necessary License Certificate as applicable shall be provided along with the supply.</p> <p>10) Telephonic / email support from 09:00 am to 6:00pm shall be available on all working days.</p>		

Terms & Conditions as indicated in Part A of this tender and other enclosures / annexures form an integral part of this tender document. We look forward to receive your most competitive and reasonable offer against this Tender.

For Mazagon Dock Shipbuilders Ltd



माझगांव डॉक शिपबिल्डर्स लिमिटेड / MAZAGON DOCK SHIPBUILDERS LIMITED  
(भारत सरकार का उपक्रम) / A Government of India Undertaking  
डॉकयार्ड रोड, माझगांव, मुंबई 400 010 / Dockyard Road, Mazagon, Mumbai 400 010.  
Certified – ISO 9001: 2008  
Tel. No. 2376 2209 / 2240 Fax No (022) 23721551

**आपातकालिन निविदा सूचना (भाग 1) / TENDER ENQUIRY (Single Bid System)**

E-Procurement Portal :- <http://eprocuremdl.nic.in>

विभाग/DEPARTMENT: सीआईटी-CIT

अनुभाग/SECTION: आईटी-वाणिज्य IT PURCHASE

ई-निविदा|E-TENDER NO: 3000000311

बयाना जमा | EMD: 20,000/-

निविदा दिनांक | TENDER DATE : 20.01.2017

निविदा बंद होनेका समय | TENDER CLOSING DATE & TIME:- 10.02.2017 at 14.00 Hrs.

निविदा खुलनेका समय| TENDER OPENING DATE & TIME:- 13.02.2017 at 11:00 Hrs.

**1. कार्य का विवरण - Description of Work / Supplies:**

**Supply, Installation & Commissioning of MS Project & Acrobat PRO DC with perpetual Licenses with one year subscription as per Tender document.**

**2. बोलीदाताओं के लिए अनुदेश | INSTRUCTIONS TO THE BIDDERS**

**2.1** In case of any clarifications, bidders are requested to contact to Commercial section Tel: 022-2376 2149/2240 well in advance of the closing date of the tender.

**2.2** An unsigned PDF copy of this Tender Enquiry has been made available online & can be downloaded from MDL website <http://www.mazdock.com> (On the home page, kindly go to Tenders-IT Procurement), on Central Public Procurement Portal (CPPP) & on MDL's e-Procurement Portal (<http://eprocuremdl.nic.in>)

**2.3** Bidders can participate in online bidding:

a) **By registering with our e-procurement portal for User ID and Password.**

(Every bidder must register themselves on the ASP's website i.e. <http://eprocuremdl.nic.in> (registration is free of cost)

b) **By obtaining Class III B DSC (Digital Signature Certificate) for secured bidding.**

Firm must possess a legally valid Class-IIIB or above Digital Signature Certificate (DSC) (also known as Class-II B or above DSC with encryption& signing authority) as per IT Act-2000, using which they can sign their electronic bids. The DSC can be procured from any Certifying Authority (CA) authorized by Controller of Certifying Authorities (CCA) of Govt. of India.

**2.4** Bidder/s intending to submit their bid and not having DSC in order to facilitate uploading of bid well within closing date, should approach the Service Provider (Contact details provided in Para 2.6 below) 10 working days in advance of tender closing date requesting for DSC and simultaneously forward the copy of the request to designate MDL dealing officer. In case wherein DSC not received within 3 to 4 working days of the request made to service provider, the Bidder shall inform to HOD (CIT) in writing/mail enabling suitable extension of tender closing date subject to intimation is send to HOD(CIT) [ggagrawal@mazdock.com](mailto:ggagrawal@mazdock.com) at least three days in advance from tender closing date. Beyond above mentioned period request for extension will not be considered.

**2.5** In case of improper/blank on-line filling of Acceptance Formats for Tender Enquiry Form, General Terms & Conditions (GT&C) and Standard Terms & Conditions (STACS), it shall be construed that all our tender terms & conditions are acceptable to you.

**2.6** Contact details of the Officials for the training/problem resolution in respect to e-tender are as under:

**MDL single point contact:**

Mr. M. S. Kumbhare,DGM(C-MATERIAL) on 022-23763252

Email: - [MsKumbhare@mazdock.com](mailto:MsKumbhare@mazdock.com)

**Service Provider representatives:**Website: <http://eprocuremdl.nic.in>

Help Line: 0120-4200462, 0120-4001002

Email ID: [eproc-support@gov.in](mailto:eproc-support@gov.in)

**2.7** Online User Manual is available on the website for the guidance of bidders & for participating in the e-Procurement/ e-Tendering, the bidder must ensure having the requisite (IT) infrastructure at their office premises.

**2.8** MDL will not be responsible for an error in downloading of tender documents from web by the bidders. The Version appearing on MDL website will be considered final and authentic.

**2.9** In case bidder encounters any technical snag pertaining to e-procurement system while acting on the tender, computer screen shot of the error message with date & time stamp on the web-browser along with the query shall be e-mailed by the bidder to the help desk (as mentioned 2.6 above) for problem resolution at least 72 hours before the due date and time of the tender.

**2.10** Bidders should login well in advance to enable them to complete their bid submission before the closing time of the tender since the e-procurement system does not permit submission of any offer after closing date and time of the e-tender. Bidders are also requested to submit their bid well in advance to avoid last minute frantic calls.

### 3. पूर्व योग्यता मानदंड | PRE-QUALIFICATION CRITERIA:

**3.1** Bidders should upload a scanned image of the following documents along with their e-Bid as a part of submission of their offer.

#### **3.2 For Items:**

- Bidders Company Profile and valid Shop & Establishment registration certificates.
- Bidders should be OEM of the product or authorized Dealer/Distributor/Partner/MAF of Tender from OEM.
- The value of the supplies (Orders & corresponding Work Completion Certificate for Adobe/Microsoft software) during last 3 years (as on previous month) should not be less than Rs. 2,00,000/- (for each quoted line item).

MDL has a right to verify/cross verification of authenticity of above related documents whenever felt necessary. Hard copies must be submitted within stipulated time failing which offer shall be summarily rejected.

### 4. बयाना जमा | EARNEST MONEY DEPOSIT (EMD):

4.1) Indigenous bidders shall furnish EMD of Rs. 20,000/- (Rs Twenty Thousand) in the form of DD/ NEFT / Bank Guarantee drawn in favor of MAZAGON DOCK SHIPBUILDERS LIMITED. Foreign bidders shall submit bid bond/SWIFT Message of equivalent foreign currency. The scanned image of DD / Pay Order/BG/Bid bond / SWIFT Message shall be uploaded at Part-I tender stage.

4.2) In case of bid bond / Bank Guarantee, Financial instrument must be drawn on as per the list of First Class banks approved by CPPC published on MDL website( Home→ Tenders→Bills/EMD status), payable at Mumbai & shall valid for 4 more weeks beyond the tender validity period.

4.3) Bidders can also make payment towards EMD electronically through NEFT / RTGS well before Tender closing date and time for which Bank details are given below.

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

MICR / NECS Code	400002120
Income Tax PAN No.	AAACM8029J

Bidders have to enter Vendor Name, Nature of Payment and Tender No. in Text / Narration Field while making NEFT / RTGS payment to Mazagon Dock Shipbuilders Limited and a scanned copy of payment made should be uploaded in Techno-commercial bid (Part-I) towards proof for submission of EMD against this tender.

4.4) Bidders are requested to upload the scanned copy of DD/NEFT/Bank Guarantee online towards EMD submission along with the bid. Bidders also requested to forward original financial instrument super scribing Tender no & Tender date by speed post / Registered Post / Courier Service within 7 days from tender closing date on below address:

Mazagon Dock Shipbuilders Ltd.  
PE(CIT-Commercial),  
CIT Dept, IT Purchase Section, 4th floor, Mazdock House,  
Dockyard Road, Mumbai-400010.

4.5) Timely submission of the EMD is the responsibility of the bidder and no reasons / excuses in this regard will be entertained by MDL.

4.6) Bids will not be considered if the online details of EMD do not match with physical copies submitted.

4.7) EMD of unsuccessful bidders will be returned after finalization of the tender and shall be Interest free.

4.8) बयाना जमा प्रस्तुत करने से छूट | EXEMPTION FROM SUBMISSION OF EMD

Following bidders shall be exempt from submission of EMD:

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

## 5. वैधता अवधि | VALIDITY PERIOD:

Bids / Offers shall have the validity period of 90 Days from the tender closing date. Bidders are requested to offer 90 days validity as per Tender Terms. Technically accepted Bidder shall be given opportunity to accept validity as per tender in case of shorter validity quoted by bidder. Non-acceptance thereafter will be rejected by MDL as non-responsive.

## 6. बोली अस्वीकृति करनेकी कसौटी | BID REJECTION CRITERIA:

a. Following bids shall be **categorically rejected**;

- The Bids received after tender closing date and time.
- Bids received without EMD (other than those who are exempt from payment of EMD) as specified in the tender.
- Bidders not agreeing to provide assistance for installation, testing, commissioning and other technical activities of equipment supplied by them.
- In case of e-tenders, if the date of issue of EMD (DD/BG) is later than the tender closing date.

**Note:** Bids received through Tender box will not be considered for processing and considered as non-responsive. Only e-offers uploaded through e-portal will be taken as valid offers for consideration and evaluation.

b. Following bid rejection criteria may render the bids liable for Rejection:

- i. Bidder's failure to furnish sufficient or complete details for evaluation of the bids within the given period for deficiencies noticed in the drawings / technical data which shall not however conflict with validity period.
- ii. Incomplete/misleading/ambiguous bids in the considered opinion of MDL.
- iii. Bids received without/not meeting the pre-qualification criteria as per tender.
- iv. Bids with technical requirements and or terms not acceptable to MDL.
- v. Bidders not agreeing for post sale product support/post work completion support.
- vi. Unreasonably longer delivery period quoted by the firm.
- vii. Validity period indicated by bidders is shorter than that specified in the tender enquiry.
- viii. In case of e-tenders, the original of the uploaded copy of EMD (DD/BG) if received after seven days of the tender closing date.
- ix. Bidders not agreeing to furnish Performance Bank Guarantee (PBG) for item/ supplies or not agreeing for retention of equivalent amount by MDL up-to the period till Completion of contractual and guarantee / warranty obligation.
- x. Bidders not agreeing to furnish required Security Deposit till completion of the Supplies/ services.
- xi. Non-submission of authorization letter towards being dealer/ partner/distributor from OEM
- xii. Bidders not agreeing to furnish required Undertaking of Authenticity for IT Products Supplies.
- xiii. Bidders not agreeing to furnish original Hard copies for verification in relation to pre-qualification criteria of the tender if felt necessary by MDL.

#### 7. समापन अवधि | DELIVERY PERIOD / COMPLETION SCHEDULE:

The delivery / completion schedule is six weeks from the date of placement of order.  
Kindly quote the earliest delivery/completion period.

#### 8. मूल्य निर्धारण | PRICING:

Bidder shall quote the prices of all items listed in the Price Sheet / Rate Sheet of the tender Enquiry at Enclosure – 2 for free delivery of the items in MDL Stores & completion of work at MDL Site. The prices quoted shall remain firm and fixed during the currency of the order /Contract unless agreed otherwise by MDL.

#### 9. भुगतान की शर्तें | TERMS OF PAYMENT:

##### For Supply items

Payment for the value of supplies after successful commissioning & acceptance of system by MDL, as reduced by any deductibles and/or the amount leviable towards liquidated damages, if any and after including taxes, duties, Octroi, service tax etc. as may be payable through RTGS/NEFT between 25 to 30 days after receipt/completion of followings:

- Complete set of the items / Equipment, spares through GRS.
- Successful installation, configuration, testing and commissioning of items at all locations.
- Original Invoice documents in Triplicate with including Delivery challan(s).
- Guarantee/Warranty/Support Documents certificate as per Tender/order.
- Work completion Certificate from MDL User dept certified by Executive in the rank of CM & above.
- Undertaking of Authenticity for IT Products supply as per attached Annexure-12
- Technical documentation/deliverables in requisite sets if required.

#### 10. निविदा कि शर्तों की मान्यता | ACCEPTANCE OF TENDER TERMS:

**10.1** Bidder shall abide by all Standard Terms and Conditions of Supply (STACS), General Terms & Conditions (GT&C) and Tender Enquiry Form (TEF) Para 1 to 26 of Tender Enquiry), Acceptance Formats given with tender. The bidder also shall abide statutory requirements, Official Secret Act 1923 and Safety clause as per Enclosure-9.

**10.2** In the event, we do not receive acceptance formats duly filled for Tender Enquiry Form (TEF), General Terms and Conditions (GT&C) & Standard Terms and Conditions (STACS), it shall be construed that all the Tender terms and conditions of TEF, STACS and GT&C are Acceptable to you.

#### 11. कर और शुल्क | TAXES & DUTIES:

The VAT / CST, Octroi Charges, service tax. Kisan & Swachh Bharat cess etc.as applicable shall be clearly indicated. The Item wise rates quoted in the rate sheet should exclude taxes. Bidder should indicate taxes and levies as applicable separately under each of the head in the same rate sheet.

Wherever all-inclusive prices are quoted by the tenderer (s) and accepted without bifurcation of tax elements, no escalation shall be considered in respect of any variation in statutory levies arising subsequently in the absence of required base figures.

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.

**Note: Any change in tax component/structure due to government regulation during the execution of contract within contractual delivery period the same will be applicable at actual ruling at the time of supply/service/execution (This will however not be applicable in case of extended delivery/completion schedule) of contract after Government Notification.**

## 12. सुरक्षा जमा | SECURITY DEPOSIT:

After Placement of Order

The successful bidder shall submit Security Deposit for an amount of 5% on the value of the contract/ order excluding Taxes, Duties, and freight etc. in the form of DD /Pay Order/ Bank Guarantee in the prescribed format as per Annx-6 in favour of Mazagon Dock Shipbuilders Ltd., payable at Mumbai within 25 days from the date of Contract.

In case of Bank Guarantee, BG shall be from Nationalized / scheduled Banks or banks of international repute excluding cooperative banks in the prescribed format and valid till successful delivery/completion date plus additional 4 weeks (for claim period). There shall be deductions in the form of payment of interest on the delayed period of submission beyond stipulated period of 25 days of submission. Security Deposit will be returned only after successful execution of the order / Contract. Refund of Security Deposit whenever considered admissible by the Purchaser shall be refunded without interest. In the event of failure to execute the order satisfactorily, the Security Deposit will be encashed by MDL.

## 13. भार लदने का मापदंड | LOADING CRITERIA:

An illustration of the loading criteria for normalizing the bids, in regard to variations in payment terms, variations in commercial terms etc for ranking of bids to judge L1 will be adopted is at Annexure -10 attached as Illustration for loading criteria.

- a. Deviations sought by the bidder in respect of variation in commercial terms and Payment terms shall be loaded on the bidders quoted prices during price evaluation by MDL. The loading criteria that will be adopted are detailed below:
- b. It is desirable that the bidder accepts the Payment Terms indicated in clause 9 above. Varied payment terms quoted by bidders as compared to the terms stated in the Tender document shall be normalized by adopting 16.05% (Prime Lending Rate of SBI plus 2%) thereon on the amount at variation and/or for the period (in number of days) at variation.
- c. For 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 Liquidated Damages (LD): - 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 L.D per week is 0.5% 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 be first be equated to weeks (10 weeks in this case) and the rate proposed by the bidder is 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 bidders adhere to the stipulated clause.

## 14. बोलियों में संशोधन | MODIFICATIONS TO THE BIDS:

Bidders desirous of submitting modified bids prior to the closing date & time may do so by way of modifying their bid online. Also Bidders intending to witness the Tender opening may do so by logging on e-procurement portal with their DSC.



**15. निविदा खोलने की प्रक्रिया | TENDER OPENING STAGES:**

The participant bidders can also witness the following activity of the bids online from their location by logging on to the e-portal with their Class-IIIB or Digital Signature Certificate of higher version.

**16. लोक शिकायत कक्ष | PUBLIC GRIEVANCE CELL:**

A Public Grievance Cell headed by GM (Finance) 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 or send their complaints / grievances to him in writing for redressal. His Telephone No. is 23762106 Or Board Line No.23762000/3000/4000.

**17. परिनिर्धारित नुकसान | 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 Supplier / Contractor shall pay liquidated damages, a sum representing 0.5% (Half percent) per week or part thereof, subject to maximum of 5% of the final Order / Contract value. Vendor / Contractor (Seller) will also be liable to pay Liquidated Damages for late delivery of Manuals & Documentation as agreed to by Purchaser and Supplier / Contractor (Seller) and as stated in the Purchase Order. The amount of such damages will be clearly defined in the Purchase Order and may extend upto 5% of the Order Value.

**18. प्रदर्शन बैंक जमानत | PERFORMANCE BANK GUARANTEE:**

The successful bidder shall submit the performance bank guarantee (PBG) for the 10% of the order value (for active components only) excluding Duties and Taxes in the form of DD /Pay Order/ Bank Guarantee in favour of Mazagon Dock Shipbuilders Ltd, Mumbai. *In case of Bank Guarantee*, BG shall be valid for **contractual period of 1 years warranty/support plus additional 4 weeks** (for claim Period) from the date of satisfactory commissioning/sign off by MDL.

**Note:**

1. Bank Guarantee must be drawn on as per the list of First Class banks approved by CPPC published on MDL website (Home→ Tenders→Bills/EMD status)
2. In case of BG towards PBG, please ensure that the BG is sent directly to MDL by Registered Post with A.D. from the issuing Bankers in a sealed cover. It helps to avoid the time require for ascertaining the veracity of signatories to the Guarantee and its authentication.

**19. एमडीएल छुट्टियों पर कार्य | WORKING ON MDL HOLIDAYS:**

Request for permission for working on Saturday / Sunday / holidays if required, should be submitted 3 working days prior to the date of holiday, to Personnel department and Security through concerned Dept.

**20. आईटी उत्पाद आपूर्ति के लिए प्रामाणिकता का उपक्रम | Undertaking of Authenticity for IT Products Supplies:**

The successful bidder shall submit undertaking of Authenticity for IT Products from OEM on their letterhead signed by authorized Signatory (from OEM side) as per prescribe format at annexure- 12 with original invoice for payment release purpose.

**21. मूल्य/खरीद प्राथमिकता | PRICE/PURCHASE PREFERENCE:**

No Price/Purchase preference shall be given to any bidder irrespective of their status.

**22. गारंटी/वारंटी | GUARANTEE/ WARRANTY:**

All Software/Items & all components shall have One Year warranty/subscription from the date of issue of Work Completion Certificate by MDL.

During this period, all defects arising out of defective material and faulty workmanship will be rectified by repairing or replacing part or whole material as necessary, free of charge. Any consequential damage/defect or loss of items against this tender due to poor workmanship/poor material quality/negligence etc. attribute to the bidder to be rectified/replaced by the bidder free of cost.

**Note:**

1. Vendor has to provide onsite support during the warranty period and trouble shoot issues with regards to

all complaints on Non-chargeable basis.

2. Vendor should carry out all the configurations and install all the patches/upgrades and carry out any other relevant activity during the period as per MDL's requirements for completion of the Project.
3. Defective/faulty Hard Disk of equipments will be retained by MDL as a matter of security.

### 23. RANKING OF BIDS:

L1 determination will be done on individual basis.

The ranking of Price Bids & L1 determination will be done considering prices of items inclusive of taxes & levies on individual item level basis. **Bidders are requested to fill up their rates as per rate sheet strictly.**

In case the quoted Duties, Taxes & Levies in the price bid Part-II, is not found in accordance with the Duties, Taxes and Levies specified in the blanked off rate sheet in Part-I Techno-commercial bid; the total prices quoted in Price bid Part II will be considered for L1 determination and the firm has to accept the basic prices derived after considering applicable Duties, Taxes and Levies within the total quoted price in the price bid Part-II. In these cases, the variations in statutory levies are not allowed unless the break-up in respect of taxes and levies is clearly and separately furnished in the bid.

Online ranking visible to the bidders after opening Part-II Price Bid is without loading parameters as mentioned in tender document and as applicable. However L1 Bidder will be evaluated offline by applying all applicable loading parameters as mentioned in tender document.

**Note:** Online ranking visible to the bidders after opening Price Bid is without loading parameters as mentioned in tender document and as applicable. However, L1 Bidder will be evaluated offline by applying all applicable loading parameters as mentioned in tender.

### 24. निरीक्षण और कार्य पूर्ती | INSPECTION & WORK COMPLETION.

1. All items supplied as per scope at MDL shall be visually inspected by MDL. Only After visual inspection & Acceptance by MDL Official items to be installed.
2. Final Work Completion Certificate for execution of entire scope or supply/services as defined in order certified by Executives in the rank of CM & above of User Dept on satisfactory completion of work & acceptance by user.
3. MDL shall carry out necessary inspection of the items on receipt in the MDL on the basis of 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 free of cost within shortest possible time.

### 25. माल पाने वाला | Consignee:

The successful bidder shall arrange dispatch of goods on door delivery basis by appropriate Rail/Road/Air transport as per the order to MDL on working days in working Hours in case truck/tempo reaches hour yard beyond working hours same may be retained overnight at your risk & cost. Unloading & Stacking charges at receipt location shall be to bidder account. The supplier shall categorically direct the transporter to deliver the ordered items without insisting for consignee copy of Lorry Receipt (LR).

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

MDL shall not be bound by any printed conditions or provisions in the seller's bid forms or acknowledgement of contract, invoices and any other documents which purport to impose any conditions at variance with the tender terms/final negotiated & accepted terms.

We look forward for your active participation in online bidding by offering your most competitive and reasonable offer against this tender.

Yours faithfully,  
For माझगांव डॉक शिपबिल्डर्स लिमिटेड  
MAZAGON DOCK SHIPBUILDERS LIMITED,

प्रबंधक (सीआईटी- वाणिज्य)| Manager (CIT – C)

- संलग्नपत्र १ | Annexure 1 – Technical Specifications & Scope of work
- संलग्नपत्र २ | Annexure 2 – Rate Sheet Format.
- संलग्नपत्र ३ | Annexure 3 - Standard Terms & Conditions (STACS) with Acceptance Format.
- संलग्नपत्र ४ | Annexure 4 - General Terms & Conditions (GT&C) with acceptance Format.
- संलग्नपत्र ५ | Annexure 5 - Tender Enquiry Terms Acceptance Format.
- संलग्नपत्र ६ | Annexure 6 - Proforma of Security Deposit Bank Guarantee.
- संलग्नपत्र ७ | Annexure 7 - Proforma Bank Guarantee for Performance.
- संलग्नपत्र ८ | Annexure 8 - RTGS/NEFT/ECS Format.
- संलग्नपत्र ९ | Annexure 9 - Statutory requirements, Official Secret Act 1923 & Safety Clause.
- संलग्नपत्र १० | Annexure 10 - Illustration for loading criteria.
- संलग्नपत्र ११ | Annexure 11 - Proforma Bank Guarantee Format for EMD.
- संलग्नपत्र १२ | Annexure 12 - Undertaking of Authenticity for IT Products Supplies.

**Enclosure-1**

**SCOPE OF WORK**

- i. The vendor shall Supply, Install, Configure and Commission the item as per the specifications in the user network.
- ii. The vendor shall supply the technical documents and drivers of the item.
- iii. The warranty/subscription of the item will be one year from the date of successful commissioning and acceptance.
- iv. Email and telephonic support from 9:00 AM to 6 PM on all working days.
- v. In case of any problem of the item supplied, the vendor shall attend the call with 24 hours and resolve the call within 48 hours from date of logging the call. The penalty after 48 hours will be RS 500 per day till the problem is resolved.

**Services to be provided in this tender:**

- i. Delivery of items: At the destination site cartoon /boxes will be opened in the presence of the authorized person/Users and vendor representatives.
- ii. Installation: Upon satisfactory installation of the equipment. Vendor should obtained signed installation certificate from the authorized person/User. The same shall be submitted along with the bills by the vendor for payment.
- iii. Warranty: On site comprehensive warranty/subscription/maintenance support as mentioned in tender /contract.

## Rate Sheet

TENDER ENQUIRY No: 300000311

Item Sr. No. on Tender	Material / Service Details	Qty *	UNIT	Basic Rate Rs.	VAT/ CST as applicable in %	Octroi@ 5. 5%, if applicable	Total Cost incl. of Taxes & Duties Rs.
<b>Item 1</b>							
100	MS Project pro 2016 SNGLP OLP NL Software permanent Licences Please refer tender document for technical specifications & Scope.	10	No				
<b>Item 2</b>							
200	Pdf toWord and Excel Converter (Acrobat Pro DC) Perpetual Licence Please refer tender document for technical specifications & Scope	11	Nos				

**Note:**

- Vendors are requested to fill up every column as applicable strictly as per Rate Sheet & for technical specification/scope of supplies please refer tender document.
- MDL will provide form 'C' for Concessional Sales Tax so bidder can quote taxes accordingly.
- \* Quantity mentioned in rate sheet is indicative however, the quantity may be increased /decreased at the time of placement of order as per the terms & condition of the tender & rates quoted in your e-offer.

**STANDARD TERMS AND CONDITIONS (STACS)  
(FOR PURCHASE OF ITEMS)**

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

**102** The word '*Bidder/Supplier/Contractor*' means the person / firm / Company who undertakes to manufacture and/or supply and/or undertake work of any nature assigned by the Purchaser from time to time and includes its successors or assignees.

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

**120 GENERAL**

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

**200 COMMUNICATION & LANGUAGE FOR DOCUMENTATION**

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

**210. PURCHASER'S PROPERTY.**

211. All property (such as materials, drawings, documents etc) issued by the Purchaser or any other individual or firm on behalf of the Purchaser in connection with the contract shall remain confidential, being the property of the Purchaser and the Bidder/Supplier/Contractor shall undertake to return all such property so issued and will be responsible for any or all loss thereof and damage thereto resulting from whatever causes and shall reimburse the Purchaser the full amount of loss and damage.

212. On completion of work in any compartment / location of the purchaser's premises, the Bidder/Supplier /Contractor must ensure that the place is left in a reasonably clean state and all scrap is transferred to nearby scrap-bins.

**220. RISK PURCHASE**

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

recoverable from the Contractor / Bidder at the prevailing bank rate of interest.

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

**230. RECOVERY-ADJUSTMENT PROVISIONS:**

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

**240. ADDITIONAL BANK GUARANTEE**

241. In case after opening of price bid of technically cleared firms, it is noted that 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.

## **280. PATENT RIGHTS.**

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

## **290. AGENTS/AGENCY COMMISSION:**

291. The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor/stockiest of original manufacturer of the stores referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommended to the Buyer or any of its functionaries, whether officially or unofficially , to the award of the Contract / Purchase order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward , fees, commission or consideration to such person, party, firm or institution , whether before or after the signing of this Contract / Purchase order, the Seller will be liable to refund that amount to the Buyer. The seller will also be debarred from participation in any RFQ/Tender for new

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

## **300. USE OF UNDUE INFLUENCE / CORRUPT PRACTICES:**

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

Any breach of the aforesaid undertaking by the Bidder / Supplier / Contractor or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder / Supplier / Contractor) or the commission of any offence by the Bidder / Supplier / Contractor or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1980 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall entitle the Purchaser to cancel the contract and

all or any other contracts with the Bidder / Contractor / Supplier and recover from the Bidder / Supplier / Contractor the amount of any loss arising from such cancellation. Decision of the Purchaser or his nominee to the effect that a breach of the undertaking has been committed shall be final and binding on the Bidder / Supplier / Contractor.

**302.** The Bidder / Supplier / Contractor shall not offer or agree to give any person in the employment of Purchaser any gift or consideration of any kind as "Inducement" or "reward" for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract/s. Any breach of the aforesaid condition by the Bidder / Supplier / Contractor or any one employed by them or acting on their behalf (whether with or without the knowledge of the Bidder / Supplier / Contractor) or the commission of any

offence by the Bidder / Supplier / Contractor or by any one employed by them or acting on their behalf which shall be punishable under the Indian Penal Code 1980 and/or the Prevention of Corruption by Public Servants, shall entitle Purchaser to cancel the contract/s and all or any other contracts and then to recover from the Bidder / Supplier / Contractor the amounts of any loss arising from such contracts' cancellation, including but not limited to imposition of penal damages, forfeiture of Security Deposit, encashment of the Bank Guarantee and refund of the amounts paid by the Purchaser.

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

### **310. IMMUNITY OF GOVERNMENT OF INDIA CLAUSE**

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

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

### **320. EXPORT LICENCE**

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

### **330. BANNED OR DE-LISTED CONTRACTORS / SUPPLIERS.**

331. The Bidder / Supplier / Contractor declares that they being Proprietors / Directors / Partners have not been any time individually or collectively blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs. If a bidder's entities as stated above have been blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualifying him.

### **340. DUTY OF PERSONNEL OF SUPPLIER/SUPPLIER**

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

### **350. DISPUTE RESOLUTION MECHANISM AND ARBITRATION**

#### **351. DISPUTE RESOLUTION MECHANISM (DRM)**

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

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

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

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

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.



**STACS ACCEPTANCE FORMAT**

To,  
**MAZAGON DOCK SHIPBUILDERS LIMITED**  
**IT PURCHASE SECTION.**  
**TENDER ENQUIRY No. 300000311**

STACS CLAUSE No.	BIDDER'S REMARK	STACS CLAUSE No.	BIDDER'S REMARK	STACS CLAUSE No.	BIDDER'S REMARK
	ACC./ DEV		ACC./ DEV		ACC./ DEV
101		231		303	
102		241	NA	311	
103		251		321	NA
121		261		331	
201		271		341	
211		281		351	
212		291		352	
221		301		361	
222		302			

\_\_\_\_\_  
 \_\_\_\_\_  
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COMPANY'S NAME & ADDRESS :  
 SIGNATURE:  
 DATE :  
 NAME:  
 DESIGNATION :  
 BIDDER'S COMPANY SEAL:

- NOTES :
- Bidder(s) should carefully read the Standard Terms & Conditions (STACS) included in the tender 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.
  - 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.

\*\*\*\*\*

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

**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 NEFT / Demand Draft / Bank Guarantee in the prescribed format in favour of Purchaser within 25 days from date of Contract. The Security Deposit will be returned only after the successful execution of the order / contract. Refund of Security Deposit whenever considered admissible by the Purchaser, shall be without interest only.

**A30. FORFEITURE OF EMD / BID BOND.**

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

**A40. FORFEITURE OF SECURITY DEPOSIT.**

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

**A50. FORFEITURE OF PERFORMANCE GUARANTEE**

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

**A60. SUPPLIES**

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

**A70. PROGRESS REPORTING & MONITORING**

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

**A80. CANCELLATION OF ORDER**

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

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

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

**A90. # PRESERVATION AND MAINTENANCE**

**A91.** Should any material require any preservation till its final installation/fitment, the detailed procedure (Long term & short term) for the same as also the time of interval after which the state of preservation 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 dispatch particulars and their value in time to Purchaser's Insurance Company on the contact details as provided in the order. In such agreed cases, the freight & insurance charges will be paid by the purchaser directly to the parties concerned.

**A102. For Foreign Bidders.**

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

**A110. TAXES & DUTIES / STATUTORY LEVIES.**

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

**A112.** Stamp Duty (Applicable only for the Work Contracts): It shall be incumbent on the successful tenderer to pay Stamp duty on the contract. As per the provision made in article 63, Schedule-I, read with section 30, of the Maharashtra Stamp Act (Bombay Act LX of 1958), Stamp duty is payable by the successful tenderer for "works contract" that is to say, a contract for works and labour or services involving transfer of property in goods (whether as goods or in some other form) in its executions and includes a sub-contract, as under:

Contract Value Stamp Duty

a. Where the amount or value said forth in work contract does not exceed

Rs. 10 Lakhs.

Rs. 500.00

c. Where it exceeds rupees 10 Lakhs Rs. 500.00 +1% of the amount above ten lakhs subject to maximum of Rs. 25 lakhs.

**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 /

debarment of the Sub-contractor / Supplier / Supplier from all future tender enquiries and or delisting from the list of 'Approved Registered Suppliers.

**A200. FACILITY PROVISION (Applicable only for Services)**

A201. The Purchaser would consider providing facilities like - compressed air at one point, 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.

**A210. INDIGENIZATION BANK GUARANTEE (INDBG)**

A211. The successful bidder shall submit a INDBG @ 1% of the value of the Order (excluding taxes & duties) in the form of Demand Draft / SWIFT/ Bank Guarantee in the prescribed format in favour of Purchaser within 25 days from date of Order / Contract. Delay in submission of INDBG will entail interest rate & will be deducted as per the prevailing rate declared by HOD(F)'s Circular (for foreign supplier it will be EUROBOR/LIBOR plus 2% & for Indian suppliers, it will be SLR plus 2%). The INDBG shall be valid upto Guarantee Period plus 4 weeks. The INDBG will be returned only after the successful completion of Indigenization & guarantee period of equipment. Refund of INDBG whenever considered admissible by the Purchaser, shall be without interest only.

A212. In case Price Preference is considered, the INDBG shall be for the value equivalent to the difference between quoted value of L1 & negotiated value of L2 (excluding taxes & duties).

**A220 FORFEITURE OF INDIGENIZATION BANK GUARANTEE (INDBG)**

A221. Non-performance of agreed terms and or default/breach by Bidder/Supplier/Contractor will result in forfeiture of INDBG with application of risk purchase provisions as felt appropriate by the Purchaser.

**A230 PREFERENCETIAL PURCHASE FROM MSE VENDORS:**

MDL has right to place order on MSE firm meeting following criteria:

In tenders, if participating MSEs quoted prices are within price band of L1+15%, such MSEs shall also be allowed to supply a portion up to 20% of requirement by bringing down their prices to L1 price where L1 is non MSEs. If more than 1 MSEs fall under such criteria then this 20% shall be distributed proportionally. This preference shall not be applicable where MSE firm is L1 firm. % out of 20 percent target of annual procurement from Micro and Small Enterprises, a sub-target of 20 percent (i.e 4 percent out of 20 percent) shall be earmarked for procurement from Micro and Small Enterprises owned by the Scheduled Caste or the Scheduled Tribe Entrepreneurs. In respect of items reserved for MSE, extant guidelines shall be followed. Presently Circular No. S.O. 581(E) dated 23.03.2012 is applicable.

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**ACCEPTANCE FORM FOR GENERAL TERMS AND CONDITIONS**

To,  
 MAZAGON DOCK SHIPBUILDERS LIMITED  
**IT PURCHASE SECTION.**  
**TENDER ENQUIRY No. 300000311**

GT&C CLAUSE No.	BIDDER'S REMARK	GT&C CLAUSE No..	BIDDER'S REMARK	GT&C CLAUSE No..	BIDDER'S REMARK
	ACC. / DEV.		ACC. / DEV.		ACC. / DEV.
A21		A93	NA	A162	
A31		A101		A163	
A41		A102	NA	A164	NA
A51		A111		A165	NA
A61		A121		A171	
A71		A131		A181	NA
A81		A132		A191	
A82		A133	NA	A201	NA
A83		A141		A230	
A91	NA	A151			
A92	NA	A161			

COMPANY'S NAME & ADDRESS :

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

SIGNATURE :

DATE :

NAME :

DESIGNATION :

BIDDER'S COMPANY SEAL:

**NOTES:**

1. Bidders should carefully read the Terms & Conditions of the Tender Enquiry Form (TEF) prior to filling up this acceptance format..
2. This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
3. Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
4. 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.
5. 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.

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**TEF ACCEPTANCE FORMAT**

To,  
**MAZAGON DOCK SHIPBUILDERS LIMITED**  
**IT PURCHASE SECTION.**

**TENDER ENQUIRY No. 3000000311**

TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK
	ACC. / DEV.		ACC. / DEV.		ACC. / DEV.
1		11		21	
2		12		22	
3		13		23	
4		14		24	
5		15		25	
6		16		26	
7		17		27	
8		18		28	
9		19			
10		20			

COMPANY'S NAME & ADDRESS :

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

SIGNATURE :

DATE :

NAME :

DESIGNATION :

BIDDER'S COMPANY SEAL:

**NOTES :**

1. Bidders should carefully read the Terms & Conditions of the Tender Enquiry Form (TEF) prior to filling up this acceptance format.
2. This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
3. Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
4. 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.
5. 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).

**ANNEXURE – 6****PROFORMA BANK GUARANTEE FOR SECURITY DEPOSIT (ILLUSTRATIVE FORMAT)**

*(On Non-Judicial stamp paper of value Rs 500.)*

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Purchaser" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers ..... a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at ..... (hereinafter called " the Contractor/ Supplier" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for the supply , delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order and the Purchaser having agreed with the Contractor/Supplier to accept a Bank Guarantee in lieu of Security Deposit payable under the said order for the fulfillment and performance of the said order, We, ..... Bank having office at ..... (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) being 5% of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non performance and non-fulfillment or for any breach on the part of the Contractor /Supplier of any of the terms and conditions of the said order.

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

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

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

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

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

7. Notwithstanding anything contained herein above:

i) Our liability under this guarantee shall not exceed Rs.....

ii) This Bank Guarantee shall be valid upto and including .....; and

iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before .....(validity + ---weeks from the date of expiry of this guarantee).

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

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

For ..... Bank (by its constituted attorney)

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

**NOTE :-**

1. Indigenous supplier or Foreign Supplier through Indian Bank to submit BG.

2. If BG is not received directly from Bank then MDL shall get the Bank Guarantee verified and only on confirmation of verification the Bank Guarantee shall be considered as submitted. Expenses for BG verification shall be borne by MDL.



**PROFORMA BANK GUARANTEE FOR PERFORMANCE**

*(On Non-Judicial stamp paper of value Rs. 500.)*

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

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

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

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

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

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

7. Notwithstanding anything contained herein above:

i) Our liability under this guarantee shall not exceed Rs.....

ii) This Bank Guarantee shall be valid upto and including .....; and

iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ..... (validity + ---weeks from the date of expiry of this guarantee).

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

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

For ..... Bank (by its constituted attorney)

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

**NOTE:-**

1. Indigenous supplier or Foreign Supplier through Indian Bank to submit BG.

2.If BG is not received directly from Bank then MDL shall get the Bank Guarantee verified and only on confirmation of verification the Bank Guarantee shall be considered as submitted. Expenses for BG verification shall be borne by MDL.





**EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923****SECTION 2(B) : "PROHIBITED PLACE"**

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

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

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

If any 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.

**A) 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	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 <b>OR</b> 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		

**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		
<b>D. Landed Cost:</b>				
18	Taxes & Duties			
19	Landed Cost	Sr. Nos. 17 + 18		

**Note :**

- Evaluated Bid Value for the purpose of ranking and determination of L-1 Bid shall be the value arrived at Sr.No.19 of the table above.
- Bidders are required to quote the amounts of Taxes and Duties as applicable separately, duly indicating the base amount and the applicable rate, under each of the heads. Set off on any taxes and duties shall not be considered for ranking of bids.
- 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.
- Wherever all inclusive prices are quoted by the Tenderer(s) and accepted without bifurcation of tax elements, no escalation shall be considered in respect of any variations in statutory levies arising subsequently since the base figures do not exist in the order/ contract.
- It is clarified that Bank charges to be incurred for opening, amending LCs, Demand Drafts are excluded while carrying out evaluation of Bids to determine L1 Supplier.

**PROFORMA BANK GUARANTEE FOR BID BOND / EMD***(On Non-Judicial stamp paper of value Rs. 500.)*

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Company" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having agreed to accept the Earnest Money Deposit (EMD) of Rs----- (Rupees-----only) in the form of Bank Guarantee from Messers ----- a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at ----- (hereinafter called "the tenderer" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) for participating in the Tender no.....dated..... (hereinafter called "the tender" which expression shall include any amendments/alterations to "the tender" issued by "the Company") for the supply, delivery at site, installation and commissioning of certain equipment, item/services/civil works etc., We, ----- Bank having office at ----- (hereinafter referred to as "the Bank" which expression shall include its

successors and assigns) hereby agree to pay to the Company without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) against any loss or damage, costs, charges and expenses caused to or suffered by the Company by reason of non performance and non-fulfilment or for any breach on the part of the tenderer of any of the terms and conditions of the said tender.

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

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

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

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

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

7. Notwithstanding anything contained herein above:

i) Our liability under this guarantee shall not exceed Rs.....

ii) This Bank Guarantee shall be valid upto and including .....; and

iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before .....(validity + ---weeks from the date of expiry of this guarantee).

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

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

For ..... Bank (by its constituted attorney or the person authorised to sign)

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

**NOTE:-**

1. Indigenous supplier or Foreign Supplier through Indian Bank to submit BG.

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

**ANNEXURE-12****Undertaking of Authenticity for IT Products Supplies**

To,

I.T. Purchase Section  
Mazagon Dock Shipbuilders Limited  
Dockyard Road, Mazagon  
Mumbai – 400 010

Sub : Supply of IT Software

Ref : 1) Your Purchase Order No.  
Dated

2) Our Quotation No. / Invoice No \_\_\_\_\_ Dated  
\_\_\_\_\_.

With reference to the IT Software being supplied / quoted to you vide our Invoice No. / Quotation No. / Order No. cited above.

We hereby undertake that all the software supplied against above, shall be supplied along with the authorized license certificate and also that it shall be sourced from the authorized source.

In case of default and we are unable to comply with above at the time of delivery or during installation, for the IT Software already billed, we agree to take back the IT Software without demur, if already supplied and return the money if any paid to us by you in this regard.

We (system OEM name) also take full responsibility of both Parts & Service SLA as per the content even if there is any defect by our authorized Service Centre / Reseller / SI etc.

\* Authorized Signatory  
Name

Designation

Place

Date

**\* The authorized signatory should not be lower than the company secretary of the system OEM.**