



**MAZAGON DOCK SHIPBUILDERS LIMITED**  
(Formerly known as Mazagon Dock Limited)  
(A Government of India Undertaking)  
CIN: U35100MH1934GOI002079  
Dockyard Road, Mazagon, Mumbai 400 010. INDIA  
Certified – ISO 9001/EN ISO 9001 For Shipbuilding Division  
Tel. No.: (022) 23763248/3246. Fax: (022) 2373 8151

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Website: [www.mazdock.com](http://www.mazdock.com)  
e-Procurement site: <http://eprocare.nic.in>

**SINGLE TENDER ENQUIRY (SINGLE- BID SYSTEM) FOR PURCHASE OF ITEMS**

**Tender no.: GM (M)/CPS/2000006683**  
**Tender Date: 12.05.17**  
**Tender Due Date: 19.05.17, 14:00 Hrs.**

**MAZAGON DOCK SHIPBUILDERS LIMITED INVITES BID** from Bidder / Vendor in **SINGLE BID** in sealed envelope, for the following work/Supplies:

**1. Description of Work / Supplies / Services:**

a) Description of Item, technical Specifications & Scope of work/Supply:-

Sr No	Description of Item & Technical specifications	Quantity	Order execution schedule
01	Supply & commissioning of Refrigerator as per following specifications:- a) Door Type : Single Door b) Capacity : 185 to 195 ltr c) Freezer type: Top Freezer d) Star Rating: 4 star or 5 star e) Make: LG/Samsung/Godrej/Whirlpool	01 nos	Within 3 days from date of purchase order

Note:- Bidders in their own interest should quote make & model (from the above given choices) which are quality & cost effective and rates competitive in nature along with technical details, brochures, catalogues etc.

**2. Pre Qualification Criteria:-**

All Bidders should submit Shop & Establishment registration certificate along with their (Part-I) bid:

**NOTE:-**

- (1) Submission of documents mentioned above is mandatory for a bidder.
- (2) Bidders registered with Mazagon Dock shipbuilders Limited should furnish copy of valid registration certificate.
- (3) MDL has a right to demand for hard copy of any of the above documents/ any other document & verify / cause verification of authenticity of the said documents whenever felt necessary or visit their site/works. Bidders shall comply with the same.

**3. Validity Period:** Bids / Offers shall have a validity period of **90 days** from the tender closing date. A bid valid for a shorter period will be liable for rejection by MDL as non-responsive.

- 4 Issue of Tender Enquiry Document:-** The Tender Enquiry can be downloaded from our website "[www.mazdock.com](http://www.mazdock.com) > Tenders > Shipbuilding > "Material Purchase Dept".

**Submission of offer:** The offer in **SINGLE BID** Super scribing with Tender No., Due date, time, and **addressed To General Manager (Materials)** and deposited in **GREEN COLOURED TENDER BOX KEPT AT MDL RECEPTION CENTRE BY 14.00 Hrs ON OR BEFORE THE CLOSING DATE .**

In case of Bulky Offers / Bids, which cannot be accommodated in the designated Tender Box, such bids / offers shall be sent by post / courier OR same shall be submitted to the designated officer (contact details as mentioned in TE) so as to reach the undersigned well before the due date and time. The bids may also be sent by Speed Post / Courier Service well in advance so as should reach the undersigned well before the due date and time. Timely submission of the Bids is responsibility of the bidders and no reasons / excuses in this regard will be entertained by MDL.

- 4.1 Submission of offer in Single-Bid System:** Offer must be submitted in one part, securely closed (sealed), in an Envelope as stated below:

- 4.1.1 Detailed Technical Bid in Original duly signed with Product Catalogue.
- 4.1.2 Acceptance on clauses of Tender Enquiry, GT&C in the Prescribed Formats duly stamped, signed & filled 'Accepted OR Not Accepted' as applicable for each of the clause.
- 4.1.3 STACS Acceptance in the Prescribed Format duly stamped, signed & filled 'Accepted OR Not Accepted' as applicable for each of the clause.
- 4.1.4 Price bid in the prescribed format duly Stamped & Signed. Offer in any other format shall not be considered.
- 4.1.5 Deviation Sheet in the prescribed format in case of any deviations from Terms, Conditions & Technical requirements specified in the STACS, Tender Enquiry & GT&C.
- 4.1.6 List of Spares wherever required.
- 4.1.7 Prequalification documents

**5 Bid Rejection Criteria;**

- 5.1 **Following bids shall be categorically rejected;**
  - 5.1.1 The Bids received after tender closing date and time.
  - 5.1.2 Bidders not agreeing to provide assistance for installation, Testing, Commissioning & other such Technical activities of equipment supplied by them.
- 5.2 **Following bid rejection criteria shall also render the bids Liable for Rejection.**
  - 5.2.1 Bidder's failure to furnish sufficient or complete details for evaluation of the bids within allotted time limit.
  - 5.2.2 Incomplete / misleading / ambiguous bids in the considered opinion of TNC.
  - 5.2.3 Bids with technical requirements and or terms not acceptable to MDL / Customers / External agency nominated as applicable.
  - 5.2.4 Bidders not agreeing to supply spares/ accessories / post sale product support / post work completion support.
  - 5.2.5 Bids not meeting the pre-qualification parameters stipulated in the tender enquiry.
  - 5.2.6 Validity period indicated by bidders is shorter than that specified in the tender enquiry.
  - 5.2.7 Offers received from OEM/Principal in addition to their authorized representative/ Dealers Or OEM/Principal authorizing more than one representative for quoting against same tender, MDL at his discretion may reject all offers (i.e offer of OEM/ Principal and all their authorized representative/Dealers) or may consider offer of OEM/Principal only.

- 6. Pricing:** Prices to be quoted on firm and fixed basis during the currency of the order / contract.

**7 Terms of Payment:-** MDL does not pay any advance Payment.

**7.1 For Indigenous Bidders:**

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

**Note:**

(1) Bidders shall furnish all the necessary details like name of the bank / branch, branch code No, bank account No in their bid as per the NEFT/RTGS format provided with the tender enquiry.

(2) Invoices should be submitted immediately within two to three MDL working days (preferably the invoices should accompany supply) after execution of each stage of contract. Thereafter any discrepancies/ pending claims regarding payment or any other matter related to this order/contract should be brought to MDL's notice in writing within 30 days of final payment by MDL, beyond which no claims whatsoever will be entertained.

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

**9.** Bidder shall abide by all Standard Terms and Conditions of Supply (STACS), GT&C and accordingly contract will be governed as per uploaded form in Techno-Commercial Bid. Deviation if any shall be clearly indicated. In case of discrepancy, clauses mentioned in Tender, Technical Scope and Rate sheet will override the clauses mentioned in other annexure including STACS & GT&C.

**10. Taxes & Duties:-**

The item-wise rates quoted in the Rate Sheet should exclude Taxes and Duties. Bidder should indicate Taxes and Duties as applicable separately under each of the head in the same Rate sheet, which will be paid extra based on tax invoice to the extent applicable.

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

- (a) Excise Duty.
- (b) Education Cess, if included.
- (c) Central Sales Tax. (CST)
- (d) Value Added Tax. (VAT)
- (e) Octroi duty.
- (f) Taxes on Commissioning/Installation charges.
- (g) Any other Taxes/Duties/Levies.

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

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

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

- 10.5 The following certificates will be given by us for Purchase of these items against this tender.  
Issue of "C" Form w.r.t. Sales Tax.
- 10.6 No Exemptions towards Excise duty, Custom duty, Octroi duty is applicable & hence no exemptions certificates will be issued. Hence bidder should consider these taxes & duties whichever is applicable, while quoting. Bidders quoting on behalf of overseas principals should quote in INR (Indian Rupees) on FOR, Door delivery basis, with their principal's authorization letter. Overseas bidders to quote directly in foreign currency on FOB basis & also quote CIF & installation/Commissioning charges.

**11. Loading Criteria:** Deviations sought by the bidder in respect of Custom Duty exemption, Freight, Insurance, Payment terms shall be loaded on the bidder/s quoted prices during price evaluation by MDL. Among the equal bids, bidders with ISO 9000 series accreditation over Non-ISO bidders, firstly Manufacturers then their authorized dealers will be given preference. The loading criteria that will be adopted are detailed below & also as per Annexure-5:

- 11.1 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 applying S.B.I. Prime Lending Rate (prevailing at the time of opening of Price bid) plus 2% p.a. rate of interest for the period at variation. (For Indigenous bidder).
- 11.2 In case of Foreign supplier the basic cost (CIF) shall be the basis for comparison of quoted price. Custom Duty, Custom clearance, Port handling, transport charges to the yard, octroi charges will be added to CIF cost to arrive at door delivery cost.
- 11.3 Delivery of the goods at MDL premises should be the responsibility of the vendor. However, for unavoidable reasons, if bids are exclusive of transport and/or insurance, the same will be loaded at the cost to be incurred by MDL.
- 11.4 For the additional delivery period sought by the bidder over the stipulated date of delivery as per Tender, 0.50% per completed week will be loaded to the quoted price.
- 11.5 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 e.g.. The maximum ceiling towards liquidated damages speculated in the tender is 5% and the bidder seeks to limit it to, say 3.5% then the price quoted will be loaded by 1.5%. If the rate of L.D per week is 0.5% per week or part thereof as per tender and the bidder seeks it as, say, 0.4% per week or part thereof, the maximum ceiling on L D as per tender will first be equated to weeks (10 weeks in this case) and the rate proposed by the bidder ie 0.4% will be multiplied by the so equated maximum Period (which works out to 4%) and the quoted price will be loaded accordingly by 1%. Delivery being the essence of the contract, it is desirable if the bidder/s adhere to the stipulated clause.
- 11.6 Deviations in respect of the period of Warranty shall be loaded to the quoted price @ 0.25% per month or part thereof. This does not arise if the bidder quotes additional price for the differential period.
- 11.7 The ranking of price bids shall be done on the basis of overall and all inclusive basis (i.e all inclusive of taxes, duties and levies etc). In these cases, the variation in statutory levies etc are not allowed unless the breakup in respect of taxes duties are clearly and separately furnished in bid.
- 11.8 **Ranking of Bids & Determination of L-1 Bidders:**  
Ranking of price bids shall be done on overall and all inclusive basis (i.e all inclusive of taxes, duties and levies etc).

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

indicated in the bid. Therefore bidder is requested to show the break up regarding taxes, duties & levies as applicable in the bid.

**Note:-**

1. If Service Component exists in an offer from a foreign vendor, then Tax Residency certificate (TRC) should be submitted with Part I offer. If no TRC is submitted, then the enhanced Income Tax rate and Service Tax thereon will be considered while determining L-1.
  2. In case of foreign supplier the basic cost (CIF) shall be the basis for comparison of quoted price. Custom Duty, Custom clearance, Port handling, transport charges to the yard, octroi charges will be added to CIF cost for determining L1 bidder.
  3. Techno-Commercially Qualified Lowest Bidder will be considered for the placement of order. On-line Ranking visible to the bidders after opening part II price bid is without loading parameters. However the L1 bidder will be evaluated offline by applying all applicable loading parameters as mentioned in the tender document.
  4. In case of any discrepancy in the Blank Rate Schedule Format and actual On-line Price Bid after opening of the Price Bids, the details (Taxes, duties and any charges) mentioned in the On-line Price bids shall prevail over the details in blank rate schedule format.
- 12. Consignee:** The Successful bidder/s shall arrange dispatch of goods by appropriate Rail / Road / Sea / Air transport mode as per the order to 'GOODS RECEIVING SECTION and further to user dept. on working days (Monday to Friday) between 8.00 hrs to 15.00 hrs (Lunch Time 11.30 to 12.00 hrs) .In case truck/tempo reaches our yard beyond above time the same may be retained over night at your risk & cost.  
An advance copy of invoices along with other relevant documents shall be forwarded to the purchaser sufficiently in advance to enable clearance of cargo within allowed demurrage free days to avoid demurrage. In case of door delivery orders, the supplier shall categorically direct the transporter to deliver the ordered items without insisting for consignee copy of the Lorry Receipt.
- 13 Modifications to the Bids:** - Bidder will not be allowed to bid after the closing time is over. Bidder can change the submitted bid any number of times till the closing time and the last changed bid will be considered for ranking of the bids.
- 14 Public Grievance Cell:** A Public Grievance Cell headed by General Manager (F-CA) has been set up in the Company. Members of public having complaints or grievances are advised to contact him at 022-23762121, 23759793 on Wednesday between 10.00 hours and 12.30 hours in his office or send their complaints / grievances to him in writing for redressal.
- 15 Supply on MDL Holidays:** Request for permission for delivery 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.
- 16 Liquidated Damages:** Time is an essence of the contract therefore the job, as ordered, should be completed on the dates mutually agreed upon in accordance with the delivery schedule. In cases of delay not attributable to Purchaser beyond the agreed schedule, the Successful bidder shall pay liquidated damages, a sum representing 0.5% (Half per cent) per week or part thereof, 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, Drawings and Documentation as agreed to by Purchaser and Vendor / 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.

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

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

**17 Delivery Schedule/Work Completion Schedule and delivery term:** The entire scope of work i.e manufacture, Supply & Commissioning to be completed within 03 days from the date of receipt of PO.

**18 Assistance for Installation, Testing, Commissioning, Maintenance & other Technical activities:**

1. Services of engineers/Manpower in connection with assistance of delivery, loading/unloading, installation, setting-in-work, testing, tuning, commissioning, training to be considered in the scope of supply.
2. All machinery, equipments, Oxygen/other fuel gas for cutting, fork lift, welding, Tools & Tackles, accessories, spares, Chemicals, consumables, Special tools, Fixtures and tackles, Workshop and fabrication shop, Calibration facility, Local transportation and Internal Transportation, storage & preservation materials, Ist fill of Oil, lubricants, grease & other resources etc. required for Installation, commissioning work to be arranged by contractor. Space, water, compressed air, Power will be provided by MDL.
3. The entire maintenance / repair job shall be carried out by experienced service engineers & technicians.

**19 Spares / Post sale product support:**

1. The Bidder shall assure a continuous supply of spare parts for at least 10 years from the date of commissioning of the machine at MDL.
2. List of Service centers & Setup details to be provided.
3. All defective parts / spares can either be repaired or replaced by new parts. Spares replaced will be either of same make or equivalent as suggested by the OEM after consultation with MDL. However, the total responsibility of the quality of spares supplied or parts repaired, shall be with the Contractor.
4. If any defective part/item/equipment required to be taken out to the service center by the firm for the further repairing, the firm shall be asked to submit the necessary indemnity bond/BG as required. Taking out defective part/item/equipment from MDL and bringing back repaired part/ item/ equipment to MDL is in the firm's scope of work. The firm has to bear all the transportation charges & transit insurance.

**20 Inspection -**

**(a) Receipt Inspection by MDL-** MDL inspection cell & User dept shall carry out necessary inspection of the items on receipt in the MDL Yard on the basis of an appropriate MDL Inspection system requirement, along with the representative of user dept. & the Inspection documents submitted by suppliers. Any objection raised by MDL inspection team against quality of material or workmanship shall be satisfactorily corrected by the supplier at his expenses including replacement as may be required within shortest possible time within 30 days. Items damaged during transit shall also be rectified or replaced by the supplier within shortest possible time.

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

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

**21** MDL reserves the right to consider placement of Order / Contract in part or in full against the tendered quantity or item. MDL reserves the right to place order on FOB or CIF basis.

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

- 23 Bidders intending to witness the Tender opening shall have to submit the letter of authority to the Tender Opening Officers and will sign on the sheet of paper in token of his presence at the time of opening.
- 24 We look forward to receive your most competitive and reasonable offer against this tender.

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

**Purchase Officer**

Enclosure -	1	Tender Enquiry Terms & conditions Acceptance Format
Enclosure -	2	Rate Schedule Format
Enclosure -	3	General Terms & Conditions GT&C) with acceptance format*
Enclosure -	4	Standard Terms & Conditions (STACS) with acceptance format*
Enclosure -	5	Loading Factor Format
Enclosure -	6	RGTS/NEFT Format*.
*These Enclosure/documents to be down loaded from our Website. <a href="http://www.mazdock.com">www.mazdock.com</a> > Tenders > Shipbuilding > <b>“Enclosures Related to Tender Documents from Material Purchase Dept”</b> .		

**TENDER TERMS & CONDITIONS ACCEPTANCE FORMAT**

To,

M/s MAZAGON DOCK LIMITED  
MATERIAL PURCHASE DEPARTMENT

Cl.No	Tender Terms & Conditions	Accepted / Not Accepted	Deviation, if any
1	Technical Specification & Scope of supply. a) Door Type : Single Door b) Capacity : 185 to 195 ltr c) Freezer type: Top Freezer d) Star Rating: 4 star or 5 star e) Make:LG/Samsung/Godrej/Whirlpool	a) Door Type:_____ b) Capacity:_____ c) Freezer type:_____ d) Star Rating: _____ e) Make:_____ f) Model:_____	
2	Shop establishment certificate		
3	Validity – 90 Days		
4	Instruction to Bidders		
5	Bid Rejection Criteria		
6	Pricing – Till delivery to MDL & Fixed		
7	Payment – 100% within 25-30 Days of supply & acceptance by MDL user dept.		
8	Guarantee/Warranty – 12 Months from the date of acceptance by user dept.		
9	MDL STAC & GT&C acceptance.		
10	Taxes & Duties		
11	Loading criteria for ranking of bids		
12	Consignee – MDL user Dept. thr' GRS stores.		
13	Modification to Bid		
14	Public Grievance Cell		
15	Supply on MDL Holidays		
16	LD – 0.5% Per week to maximum 5% for delay in delivery & acceptance.		
17	Delivery & commissioning schedule – 01 week		
18	Assistance for Installation, Testing, Commissioning & other Technical activities		
19	Spares / Post sale product support		
20	Inspection – Receipt Inspection by MDL inspection cell. Final acceptance by MDL user dept.		
21	MDL reserves the right to consider placement of Order / Contract in part or in full against the tendered quantity.		
23	In the event, of non-receipt of acceptance Formats, it shall be presumed that all our tender terms & conditions are acceptable		

**SIGNATURE****NAME & DESIGNATION****DATE****COMPANY'S NAME****NOTES :**

- Bidders should carefully read the Terms & Conditions of the Tender Enquiry Form (TEF) prior to filling up this acceptance format.
- This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
- Bidder(s) should indicate “ACC” for Accepted, “DEV” for Deviation Taken for each clause number in the above table.
- Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
- Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example Clause no. 3 means – Clause nos. 3, 1, 3.2 a), b), I), ii) & iii).



RATE SCHEDULE FORMAT

Sl.no.	Description	Qty	Make & Model	Unit Rate	Total Amount
100	Supply & commissioning of Refrigerator as per following specifications:- a) Door Type : Single Door b) Capacity : 185 to 195 ltr c) Freezer type: Top Freezer d) Star Rating: 4 star or 5 star e) Make:LG/Samsung/Godrej/Whirlpool	01 nos	Make_____ Model_____		
a	Excise Duty (E.D) @ -----%-				
b	Educational Cess Tax @ -----% (on E D)				
c	C S T / VAT @ -----%				
d	Delivery Charges, if any				
e	Insurance Charges @ -----% if any				
f	Octroi Charges @ -----%				
g	Inspection/Testing /Certification charges, if any				
h	Installation /Commissioning charges.				
i	Taxes on Installation /Commissioning charges.				
j	Other Charges (if any).				
	<b>TOTAL</b>				

**Note:**

- a.. The incidences against each head mentioned shall be clearly specified and not to be included in the basic rates. If however, there is no charge against any head, the vendor may state '**NOT APPLICABLE**' against such row.
- b.. Rate schedule format blanking the Rates and indicating percentage of ED, ST (CST/VAT) applicable & so indicated under Description column must be submitted along with Part-I (Techno-Commercial) Bid.
- c.. The Rate Schedule Format should be quoted on your letter head duly authenticated with signature of authorized person.

**GT & C ACCEPTANCE FORMAT**  
**(ILLUSTRATIVE FORMAT)**

To,  
MAZAGON DOCK LIMITED  
PURCHASE DEPARTMENT.

GT&C CLAUSE No.	BIDDER'S REMARK	GT&C CLAUSE No.	BIDDER'S REMARK	GT&C CLAUSE No.	BIDDER'S REMARK

**COMPANY'S NAME & ADDRESS :**

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

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

**NOTES :**

- a. Bidders should carefully read the General Terms & Conditions (GT&C) of the Tender Enquiry prior to filling up this acceptance format..
2. This format should be properly filled, signed and returned by the bidder(s) alongwith 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.

**STACS ACCEPTANCE FORMAT**  
**(ILLUSTRATIVE FORMAT)**

To,  
MAZAGON DOCK LIMITED  
PURCHASE DEPARTMENT.

STACS CLAUSE No.	BIDDER'S REMARK	STACS CLAUSE No.	BIDDER'S REMARK	STACS CLAUSE No.	BIDDER'S REMARK

**COMPANY'S NAME & ADDRESS :**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**NOTES :**

- (h)** Bidder(s) should carefully read the Standard Terms & Conditions (STACS) included in the tender prior to filling up this acceptance format.
- (i)** This format should be properly filled, signed and returned by the bidder(s) alongwith their technical offer for considering their Bid.
- (j)** Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
- (k)** 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.
- (l)** 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.

**LOADING FACTORS.**

A.

Sr. No.	Description	Foreign Supplier 100% import content	Indigenous Supplier with part Import content.	Indigenous Supplier without Import content
1.	Basic Price Quoted.	1. FOB 2. CIF	1. Ex Works. 2. Delivered to MDL Stores	1. 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)	Incase of 1 (a)	Incase 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. LOADINGS DUE TO VARIATIONS IN FINANCIAL TERM:**

6	Variation in payment Terms	Varied payment terms quoted by bidders as compared to the terms stated in the tender document shall be normalized on the amount(s) at variation and / or for the period (in no. of days) at variation by adopting the Prime Lending Rate of State Bank India plus 2% thereon, incase of indigenous bidders and LIBOR/ EURIBOR rates in case of foreign bidders.		
7	Income tax & Service Tax on Technical Services / Service Engineers liability to MDL.	Normalization shall be done in respect of the amount of tax that have to be borne by the Company.		
8.	Production norms such as scrap %, output – input ratio.			
9	Base date for price variation clause.			
10.	Cost (ex-MDL) excluding taxes & duties after loading for variations in financial term.	(SR. Nos. 5 + 6 + 7 + 8 + 9)		

**C. LOADING ON ACCOUNT OF DEVIATIONS IN FOLLOWING COMMERCIAL TERMS**

11.	Security Deposit / Contract Performance Guarantee.	Not applicable		
12.	Equipment Performance Guarantee			
13	Additional delivery period sought over stipulated period as per Tender.	For the additional period sought by the bidder over the stipulated date of delivery as per tender, 0.50% per week for delayed period will be loaded to the quoted price, if the period under variation does not lead to bid rejection criteria.		
14	Additional time sought for supplying binding data.			
15	Liquidated damages per week rate / Maximum Ceiling	1. If bidder seeks less than 5% (Max ceiling) then the difference will be loaded. 2. The rate of LD per week or part thereof is 0.5%, If bidder seeks say 0.4% per week or part thereof, then Max. Ceiling of LD will be equated to weeks (Say 10 weeks) then LD proposed by bidder works out to 10 X 0.4 = 4%, then 1% will be loaded.		
16	Warranty / Guarantee	Deviations in respect of the period of Warranty shall be loaded to the quoted price @ 0.25% per month or part thereof. This does not arise if the bidder quotes additional price for the differential period.		
17	Cost (Ex-MDL) excluding taxes & duties after loading for variations on account of financial and commercial terms	Sr. Nos. 10 + 11 + 12 + 13 + 14 + 15 + 16		

**D. LANDED COST:**

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



**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 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 despatch particulars and their value in time to Purchaser's Insurance Company on the contact details as provided in the order. In such agreed cases, the freight & insurance charges will be paid by the purchaser directly to the parties concerned.

##### **A102. For Foreign Bidders.**

For overseas supplies on FOB port of dispatch basis, Transit Insurance shall be arranged by the Purchaser. The Bidder / Supplier / Contractor shall immediately on despatch of the items, inform all relevant details of despatch such as Order number, Bill of Lading/AWB number, number of packages, value of consignment, invoice number in time directly to Purchaser's Insurance Company & Purchaser on the contact details as provided in the order. In such agreed cases, the freight & insurance charges will be paid by the purchaser directly to the parties concerned.

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

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

Contract, the same will be paid by the Purchaser on receipt of supplier's bills along with Custom Certified Duty Paid Challan-Money Receipt in original or carbon copy as relevant. These Challans/ Receipts, Bill of Entry are to be drawn/ issued in the name of 'Mazagon Dock Limited' only. Where payment of VAT is agreed to and stipulated in the Purchase Order / Contract, the same will be paid by the Purchaser. on the basis of Suppliers' TAX INVOICE wherein the VAT TIN Number and declaration in accordance with the provisions of Maharashtra Value Added Tax Act, 2002, is indicated in the Invoice and where payment of Central Sales Tax (CST) is agreed to, the Supplier will be paid CST on the basis of the Invoice indicating particulars of his CST Registration Number and such Invoice should also indicate the VAT TIN Number and CST Number of the Purchaser. Where Central Excise Duty is agreed to be paid by the Purchaser in the Purchase Order/Contract, the Suppliers will be paid Excise Duty claimed in the Invoice on the basis of Central Excise Invoice issued as per Rule 11 indicating the ECC/Excise Registration number to be enclosed along with Commercial Invoice/Tax Invoice. In the case of payment of Service Tax agreed to as per purchase order/contract, the same will be paid on the basis of Tax Invoice indicating the Service Tax Registration number and the category of service for which the contractor/Vendor is registered with the Service Tax Department. A copy of the Service Tax Registration certification will be submitted by the contractor/Vendor as a onetime requirement in support of the Registration number indicated in the Invoices. Based on requirement, the Vendor/contractor may be called upon to produce evidence of validity of the Service Tax Registration at any point of time during the currency of the contract.

#### **A120. DEMURRAGE**

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

#### **A130. # INSPECTION, TESTING.**

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

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

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

#### **A140. RECEIPT INSPECTION BY MDL.**

A141. MDL shall carry out necessary inspection of the items on receipt, on the basis of an appropriate quality assurance system and inspection system requirements along with representative of the Owner. Any objection raised by MDL Quality Control Team against quality of materials or workmanship shall be satisfactorily corrected by the Contractor at his expense including replacement as may be required within shortest possible time within 30 days. Items damaged during transit shall also be rectified/replaced by the Contractor within shortest possible time, payment for which shall be made at mutually agreed rates.

#### **A150. REJECTION OF MATERIALS.**

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



#### **A160. # TECHNOLOGICAL DEVELOPMENTS / MODIFICATIONS**

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

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

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

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

A165. The Sub-contractor / Supplier / Supplier shall continue to support the equipment for a minimum period of 20 years from the date of supply by making available spare parts and assemblies of the equipment supplied. Should the Sub-contractor / Supplier / Supplier decides to discontinue the product, for any reason whatsoever, adequate notice shall be given to the Purchaser / Owner to enable procurement of the requisite lifetime spares.

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

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

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

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

#### **A190 BIDDER'S RESPONSE IN CASE OF NO PARTICIPATION**

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

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

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

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## **STANDARD TERMS & CONDITIONS (STACs) (FOR PURCHASE OF ITEMS)**

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

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

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

### **120. GENERAL**

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

### **200. COMMUNICATION & LANGUAGE FOR DOCUMENTATION**

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

### **210. PURCHASER'S PROPERTY.**

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

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

### **220. RISK PURCHASE**

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

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

**230. RECOVERY-ADJUSTMENT PROVISIONS:**

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

**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 Limited, Dockyard Road, Mumbai - 400 010 (MDL) is entering into this Agreement solely on its own behalf and not on the behalf of any person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that MDL is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable of Laws of India and general principles of Contract Law. The (Bidder / Supplier / Contractor) expressly agrees, acknowledges and understands that MDL is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions and commissions, breaches or other wrongs arising out of the contract. Accordingly, (Bidder / Supplier / Contractor) hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue Government of India in any manner, claim, cause of action or thing whatsoever arising of or under this Agreement.

### **320. EXPORT LICENCE**

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

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

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

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

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

### **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 scrutinize the claims/disputes that have been referred to the concerned functional Director and make efforts for amicable settlements by mutual discussions/negotiations.

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

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

### **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)/ICADR, 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.

### **370. INDIGENIZATION (ONLY FOR P15B & P17A PROJECTS)**

**371.** Bidders while participating shall provide details on list of items being imported proposed Indigenization content, Model & Plan towards indigenization in their techno-commercial offer. The proposed indigenization plan shall be formulated in such a manner that there is a progressive increase towards indigenization as well as items indigenised across the shipsets as follow:

Ship Set	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>
Indigenization %							
Proposed item being indigenized(List here)							

### **372. REJECTION OF OFFER:**

Bidders not agreeing to accept Indigenization clause, Purchase preference and/or Price preference clause and submission of INDBG shall be categorically rejected. Bidders with more than 50% FE content (Indian firm) & less than 30% INR content (Foreign firms) are liable for rejection.

**373. PREFERENTIAL TREATMENT:**

**PURCHASE PREFERENCE:**

i. Tenders where all bids are from Indian supplier:

Purchase Preference shall be extended to bidders where the difference in FE content of L1 & L2 is more than 10% of FE content of L1 firm and the difference in overall quote of L1 & L2 is less than 10% of the L1 firm.

ii. Tenders where all bids are from Foreign supplier:

Purchase Preference shall be extended to bidders where the difference in INR content of L1 & L2 is more than 10% of INR content of L1 firm and the difference in overall quote of L1 & L2 is less than 10% of the L1 firm.

iii. Tenders where all bids are from both Indian & Foreign supplier:

Purchase Preference shall be extended to Indian bidders where the difference in overall quote of L1 & L2 is less than 10% of the L1 firm. L1 firm being a foreign firm.

**PRICE PREFERENCE:**

MDL reserves the right to go for even "Price Preference" in case, level of Indigenization is considerably high by a firm which is otherwise not L1.

**374. INDIGENIZATION BANK GUARANTEE (INDBG):**

Supplier who enjoys the advantage of Indigenization clause with Purchase / Price preference shall submit Bank Guarantee as per GT&C Clause No. A 210.

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