



**Mazagon Dock Shipbuilders Limited**  
Formally Mazagon Dock Limited (A Government of India Undertaking)  
Dockyard Road, Mazagon, Mumbai- 400 010.

**Division:** Shipbuilding, **Department:** Material Purchase, **Tel. No.:** 2376 3249/51, **Fax No.:** 2373 8151  
**E-Mail :** [rbmane@mazdock.com](mailto:rbmane@mazdock.com) **Website:** [www.mazdock.com](http://www.mazdock.com)

**TENDER ENQUIRY FOR REQUIREMENT OF TARPAULIN (ITEM NO.1 TO 06 EXCLUSIVELY RESERVED FOR MSE'S) & BITUMEN ON ANNUAL RATE CONTRACT (ARC) BASIS.**

<b>Tender No:</b> GM(M)/RM/ARC/TARPAULIN & BITUMEN/2017	<b>Closing Date:</b> 17.05.2017
<b>Tender Date:</b> 26.04.2017	<b>Closing Time:</b> 1400 Hrs.

**Mazagon Dock Shipbuilders Limited** invites competitive bids from reputed Bidders / Vendors in **Two-Bid System** (Part-I Techno Commercial Bid and Part-II Price Bid) for Supply of following items as per the description & tender enquiry.

**Issue of Tender Enquiry Document:** The Tender Enquiry can be downloaded from our website: <http://eprocuremdl.nic.in> / [www.mazdock.com](http://www.mazdock.com) (path: Tenders->Shipbuilding-Material Purchase) and from CPP Portal.

**Note:** This tender is to be filed through E-tendering only on our e-procurement portal. Online Bid on our E-Procurement portal only will be accepted. Bids submitted in any other form other than online submission will not be accepted.

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

<b>Sr. No.</b>	<b>Material No.</b>	<b>Material Description</b>	<b>UoM</b>	<b>Qty</b>
1.	18440010	TARPAULIN WATERPROOF COTTON DUCK KHAKI, CONFORMING TO IS:1422 VARIETY 2 DULY TREATED AS PER LATEST IS:2089 AND WITH IS:2089 MARK. SIZE: 91 CMS WITH T.C. FROM GOVT. APPROVED LAB.	M	1200
2.	18440016	TARPAULIN MADE OUT FROM HDPE WOVEN FABRIC LAMINATED ON BOTH SIDE WITH VIRGIN LDPE. FULLY CONFORMING TO LATEST IS:7903 & WITH ISI 7903 MARKING ON TARPAULIN, QUALITY 200 GSM. HEAT SEALED JOINTS AT THE SEAMS. BORDER HEAT SEALED AND HEMMED. STRENGTHENING ROPE WILL BE PROVIDED INSIDE THE HEMMING ALL AROUND. EYLETTS WILL BE FIXED ON STRENGTHENING PIECES ALL AROUND THE HEMMED BORDER AT AN APPROX. INTERVAL OF 1.5 MTR. DISTANCE. SIZES WILL BE FINISHED AND COMPLETE IN MEASUREMENT +/- 2.5%. SIZE: 12.5 M * 5.5 M WITH T.C. FROM GOVT. APPROVED LAB.	EA	250
3	18440017	TARPAULIN MADE OUT FROM HDPE WOVEN FABRIC LAMINATED ON BOTH SIDE WITH VIRGIN LDPE. FULLY CONFORMING TO LATEST IS:7903 & WITH ISI 7903 MARKING ON TARPAULIN, QUALITY 200 GSM. HEAT SEALED JOINTS AT THE SEAMS. BORDER HEAT SEALED AND HEMMED. STRENGTHENING ROPE WILL BE PROVIDED INSIDE THE HEMMING ALL AROUND. EYLETTS WILL BE FIXED ON STRENGTHENING PIECES ALL AROUND THE	EA	120

Sr. No.	Material No.	Material Description	UoM	Qty
		HEMMED BORDER AT AN APPROX. INTERVAL OF 1.5 MTR. DISTANCE. SIZES WILL BE FINISHED AND COMPLETE IN MEASUREMENT +/- 2.5%. SIZE: 12.5 M * 3.0 M WITH T.C. FROM GOVT. APPROVED LAB.		
4	18440018	TARPAULIN MADE OUT FROM HDPE WOVEN FABRIC LAMINATED ON BOTH SIDE WITH VIRGIN LDPE. FULLY CONFORMING TO LATEST IS:7903 & WITH ISI 7903 MARKING ON TARPAULIN, QUALITY 200 GSM. HEAT SEALED JOINTS AT THE SEAMS. BORDER HEAT SEALED AND HEMMED. STRENGTHENING ROPE WILL BE PROVIDED INSIDE THE HEMMING ALL AROUND. EYLETs WILL BE FIXED ON STRENGTHENING PIECES ALL AROUND THE HEMMED BORDER AT AN APPROX. INTERVAL OF 1.5 MTR. DISTANCE. SIZES WILL BE FINISHED AND COMPLETE IN MEASUREMENT +/- 2.5%. SIZE: 9.5 M * 6.25 M WITH T.C. FROM GOVT. APPROVED LAB.	EA	250
5	18440019	TARPAULIN MADE OUT FROM HDPE WOVEN FABRIC LAMINATED ON BOTH SIDE WITH VIRGIN LDPE. FULLY CONFORMING TO LATEST IS:7903 & WITH ISI 7903 MARKING ON TARPAULIN, QUALITY 200 GSM. HEAT SEALED JOINTS AT THE SEAMS. BORDER HEAT SEALED AND HEMMED. STRENGTHENING ROPE WILL BE PROVIDED INSIDE THE HEMMING ALL AROUND. EYLETs WILL BE FIXED ON STRENGTHENING PIECES ALL AROUND THE HEMMED BORDER AT AN APPROX. INTERVAL OF 1.5 MTR. DISTANCE. SIZES WILL BE FINISHED AND COMPLETE IN MEASUREMENT +/- 2.5%. SIZE: 6.25 M * 6.25 M WITH T.C. FROM GOVT. APPROVED LAB.	EA	200
6	18440020	TARPAULIN MADE OUT FROM HDPE WOVEN FABRIC LAMINATED ON BOTH SIDE WITH VIRGIN LDPE. FULLY CONFORMING TO LATEST IS:7903 & WITH ISI 7903 MARKING ON TARPAULIN, QUALITY 200 GSM. HEAT SEALED JOINTS AT THE SEAMS. BORDER HEAT SEALED AND HEMMED. STRENGTHENING ROPE WILL BE PROVIDED INSIDE THE HEMMING ALL AROUND. EYLETs WILL BE FIXED ON STRENGTHENING PIECES ALL AROUND THE HEMMED BORDER AT AN APPROX. INTERVAL OF 1.5 MTR. DISTANCE. SIZES WILL BE FINISHED AND COMPLETE IN MEASUREMENT +/- 2.5%. SIZE: 5.00 M * 3.75 M WITH T.C. FROM GOVT. APPROVED LAB.	EA	150
7	19106053	BITUMEN, 85/25 IS 702/88	KG	4000

**Note:**

- (i) If the bidders find discrepancies in tender conditions, specification or other documents, or have any doubts as to the meaning or intent or any part thereof, they should inform MDL of the same prior to submission of offer.
- (ii) **Item no.01 to 06 are exclusively reserved for MSEs .**

**2. Delivery:**

The material to be delivered **within Three (3) weeks** from date of placement of progressive order against the contract (ARC).

**Note:**

- (i) If bidder quotes delivery period more than MDL's required date, bidder's offer will be loaded at the rate of **0.5% per week** while evaluating L1 position.

**3. Instructions to the Bidders (Pre-Qualification Criteria):**

Bidders should upload the following documents along with their (Part-I) bid Online and based on these documents their techno-commercial offer will be prequalified and evaluated for acceptance of Part-I offer:

- (a) Bidders Company Profile and valid Shop & Establishment Registration Certificate or Registration Certificate from local bodies for conducting business.
- (b) Copies of valid Registration or Approval certificates in case of Bidder's firms registered with NSIC / SSI / MSME / ISO Certificate.
- (c) Audited / Certified Balance sheet, Profit / Loss account for past 3 years. Bidder's average turnover during **last 3 years** should be at least **Rs. 6.78 Lakhs**. Firm should submit gross block of fixed assets for last financial year certified by CA.
- (d) Purchase Order copies in support of the bidders experience for similar supplies for **last 3 years** should be at least **Rs.6.78 Lakhs**.

**Note:**

- (i) Bidders registered with Mazagon Dock Shipbuilders Limited should upload a copy of valid registration certificate.
- (ii) Documents at 3(c) & 3(d) are mandatory by all the participating bidders (Except Start up which are having valid MSME certificate).
- (iii) Bidders registered with MSE shall indicate the Enterprises status to be indicated Micro / Medium / Small as relevant. MSE should submit gross block of fixed assets certified by CA for last financial year.
- (iv) MDL reserves the right to demand for a hardcopy of any of the above documents or other related documents, if required. MDL has the right to verify / cause verification of authenticity of the said documents whenever felt necessary. Bidders shall comply with the same, or else the bid is liable for rejection.
- (v) MDL reserves the right to verify the authenticity of declared information from MSME registered bidders with Udyog Adhar Number (UAN).

**4. Start-Ups & MSEs Clause:**

- (i) Techno-commercially qualified MSEs bidders shall be considered for the supply of 20% of requirement in case of emerged L1 bidder is other than MSEs bidder/s and MSEs bidder/s quoted prices are in the bracket of L1 + 15% and agree to match with L1 prices. 4% out of 20% will be awarded to MSEs owned by SC / STs under the above criteria for reservation of quantity for award to MSEs vendors.(Only for item no.07)
- (ii) Firm in process of obtaining MSE certificate / certification received after tender due date shall not be considered as MSE parties.
- (iii) Start up firms shall meet the criteria as per the guidelines given by Government of India in their gazette notification.
- (iv) Start-ups firms are exempted from submission of Audited / certified Annual financial turnover details & PO copies of the supplies during the last 3 years for the tendered items.

**5. Validity Period:**

Bids / Offers shall have the validity period of **120 Days** from the tender closing date. **A bid valid for a shorter period shall be liable for rejection.** Technically accepted bidder will be given opportunity to accept validity as per tender in case of shorter validity period quoted by any bidder. In case of Non-acceptance of validity as per tender term thereafter, the firm's offer will be rejected by MDL as non-responsive.

**6. Earnest Money Deposit (EMD) / Bid Bond:**

- 6.1 Bidders shall have to make payment towards EMD Amount of **Rs.27,000 /- (Rupees Twenty Seven Thousand only)** electronically through NEFT / RTGS well before Tender closing date and time for which Bank details are given below.

<b>Beneficiary's Name</b>	Mazagon Dock Shipbuilders Limited
<b>Name of Bank</b>	State Bank of India
<b>Branch</b>	Mazagon Br.
<b>Branch Code</b>	9054
<b>Bank Address</b>	Mazagon Branch, Mazagon, Mumbai - 400 010.
<b>Telephone No. of Bank</b>	23752802
<b>Account No.</b>	<b>10005255246</b>
<b>Account Type</b>	Current Account
<b>IFSC Code</b>	SBIN0009054
<b>RTGS Code</b>	SBIN0009054
<b>NEFT Code</b>	SBIN0009054
<b>MICR / NECS Code</b>	400002120
<b>Income Tax PAN No.</b>	AAACM8029J

It is mandatory for bidders to make EMD payment through NEFT / RTGS and therefore **DD / Pay Order will not be accepted** against this Tender. **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 Bank **Account No. 10005255246** and a scanned copy of payment made to our Account should be uploaded in Techno-commercial bid (Part-I) towards proof for submission of EMD against this tender.

**Bidder's offer will be categorically rejected if EMD payment will be made after tender due date and time to Mazagon Dock Shipbuilders Limited Account and bid will be liable for rejection if EMD payment details made online are not uploaded in Part-I bid.**

However Bank Guarantee(BG) drawn in favour of MAZAGON DOCK SHIPBUILDERS LIMITED In shall be forwarded to GM(M), II Floor, Mogul House, South Yard, Mazagon Dock Ltd., Dockyard Road, Mumbai- 400010 in sealed envelope super scribing Tender Enquiry No. and Due date, so as to reach us within **7 Days from the tender closing date.**

**The scanned image of BG shall be uploaded at Part-I tender stage.**

The bid bond / Bank Guarantee should be valid for 4 more weeks beyond the offer validity period indicated in the tender. Either of these instruments should be drawn on reputed International / Nationalized / Scheduled Banks excluding co-operative banks, payable at Mumbai.

Bidders to advise their bank / banker to send Bank Guarantee directly to commercial department to dispense with additional step of verification of authenticity of signatories.

**Bids without EMD, other than those who are exempted from payment of EMD will not be Considered.** EMD of unsuccessful bidders will be returned after finalization of the tender and shall be interest free.

**The scanned copy of the EMD should be attached as document and original hard copy of the EMD should be submitted within seven days from tender closing date & time failing which your offer will not be considered.**

## 6.2 Exemption from Submission of EMD / BID BOND:

Following bidders shall be exempted from submission of EMD / Bid Bond:

- i) State & Central Government of India departments, Public Sector Undertakings.
- ii) Firms registered with Mazagon Dock Shipbuilders Limited (MDL) for the items for which the offer is being submitted. To qualify for EMD exemption, firms should necessarily 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.**
- iii) Firms registered with NSIC under its "Single Point Registration Scheme". (Exemption will apply only to items for which bidders are registered with NSIC). To qualify for EMD exemption, firms should necessarily upload VALID copy of the registration certificate along with the list of items for 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.**
- iv) All **Micro & Small Enterprises** are exempted subject to uploading a VALID copy of the Company Registration Certificate issued by Competent Authority regarding Micro / Small Industry Status.

## 7. On line submission of bids in two - bid system:

Bids must be uploaded in two parts i.e. **Part - I** (Techno-Commercial bid) & **Part - II** (Price bid) as appearing on line:

**Part I: Techno Commercial Bid** shall contain the technical details, commercial terms / conditions of supply (without mentioning price), Un-priced format stating "Quoted" or "Not Quoted" or "NOT Applicable" BUT WITHOUT MENTIONING PRICES against each item of price format/Rate sheet, Acceptance forms for Tender Enquiry Form (TEF), General Terms & Conditions (GT&C) and Standard Terms & Conditions (STACS), with details of deviations on technical/commercial terms if any, EMD in appropriate mode and other requirements specified in Tender document with proper authorization. Firm should upload their technical offer detailing complete Technical Specification including make & model as relevant at Part-I of e-tender in pdf format against our Tender Technical Specifications.

**Part-I:** Following should be uploaded:

- (i) **Technical Bid in PDF format on your letter head clearly indicating the offer ref. & date to be attached.** Technical Bid mentioning the detailed description / technical specification, Make, Part No. etc. as against tender technical specification along with compliance statement tender material description.
- (ii) Acceptance on clauses of Tender Enquiry, GT&C and STACS in the Prescribed Formats duly stating 'Accepted OR Deviation' as applicable for each of the clause.
- (iii) **A standard Blank BOQ (Blank Rate Sheet) format** has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit necessary details, such as Taxes, other charges, Brand offered etc. in the format provided and no other format is acceptable. Bidders are required to download the Blank BoQ file, open it and complete the colored (unprotected) cells with their respective above details. No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename.
- (iv) Deviation Sheet if any, shall be uploaded on line in the prescribed format in case of any deviations from Terms, Conditions & Technical requirements specified in the STACS, Tender Enquiry and GT&C.
- (v) Bidders / Suppliers not registered with Mazagon Dock Shipbuilders Limited should upload the additional documents as applicable and described above.
- (vi) Copies of valid Registration or Approval certificates in case of Bidder's firms registered with MDL / NSIC / MSME shall be uploaded on line. Enterprises status (if any) to be indicated in Part - I (Micro/Medium/Small).

- (vii) Bank details for payment by RTGS / NEFT in the format to be uploaded.
- (viii) The scanned image of proof of online payment made to MDL Account / BG / Bid Bond / Swift Message towards Earnest Money Deposit (EMD) shall be uploaded.
- (ix) Scanned copy of valid Registration or Approval certificates (if any) as detailed below:
  - (a) Registration with MDL
  - (b) Registration with NSIC
  - (c) ISO Accreditation
  - (d) Authorized Dealership / OEM
  - (e) Authorization letter from Principal.
  - (f) MSME Registration
  - (g) Scanned image of PAN card shall be uploaded
  - (h) Purchase Order copies in support of the bidders experience and past performance on similar supplies for last 3 years and its work/order completion certificate issued by the party for whom the work is done.
- i. **Part-II: A standard BOQ (Rate Sheet) format** has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the while colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- ii. Please refer replica of rate sheet at **enclosure 1** for reference only.

#### 8. **Security Deposit (SD):**

Successful bidders shall have to submit Security Deposit for an amount of **5% of Contract value** excluding taxes, duties, freight etc. payable in Indian Rupees (in case of indigenous suppliers) electronically through NEFT / RTGS or in the form of Bank Guarantee from a reputed Nationalized / Scheduled Bank / Banks of international repute excluding co-operative banks within 25 days from the date of Contract, valid till the contractual validity period of 2 years of (BRC period) of the Contract. No interest will be paid on Security Deposit. In case of PSU Company, indemnity Bond in lieu of BG for SD is acceptable.

**Please note that MDL does not extend any concession such as exemption in payment of Security Deposit etc. to any organization irrespective of their status, like registration with MDL, NSIC, SSI, MSME etc. Security Deposit will be applicable for all successful bidders. PSU can submit Indemnity Bond in lieu of Security Deposit.**

**For delayed period of submission of SD beyond 25 days from date of order, the amount of interest towards delayed period of submission of security deposit will be deducted. The rate of interest shall be as decided by competent authority in MDL which is generally SBI PLR + 2 %.**

**In case of Bank Guarantee, it shall be sent to MDL directly by issuing bank under registered post (AD).**

In case of failure to submit security deposit within 25 days from the date of placement of Contract / order, EMD submitted will be encashed and risk purchase clause would be invoked. The Security Deposit will be returned only after successful execution of the order and shall be interest free. In the event of failure to execute the order satisfactorily, the Security Deposit will be encashed by MDL.

If there is inordinate delay in submission of SD, MDL shall have right to cancel the order at the risk & cost which may also result in issuing tender holiday.

**9. Bid Rejection Criteria;**

- 9.1. Following bids shall be **categorically rejected**:
- i. Bid received after tender closing date and time.
  - ii. The Bids received other than through e-procurement.
  - iii. Bids received without EMD (other than those who are exempted from payment of EMD), as specified in the tender
  - iv. If the date of issue of EMD (BG) is later than the tender closing date.
- 9.2. Following bid rejection criteria shall also render the bids **Liabile for Rejection**.
- i. Bidder's failure to submit sufficient or complete details for evaluation of the bids within the given period which may range in between two to three weeks depending on the 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 TNC.
  - iii. Bids with technical requirements and or terms not acceptable to MDL / Customers / External agency nominated as applicable.
  - iv. Bids received without pre-qualification documents where required as per the tender.
  - v. Bids not meeting the pre-qualification parameters stipulated in the tender enquiry.
  - vi. Bidders not agreeing to give post sale product support / replacement of defective **items**.
  - vii. Bidders quoting the rates with price variation clause.
  - viii. Unreasonably longer delivery period quoted by the firm.
  - ix. Validity period indicated by bidders is shorter than that specified in the tender enquiry.
  - x. Bidders not agreeing to furnish required Security Deposit as per tender term.
  - xi. MSEs bidders not submitting the PO copies for similar supply/ not meeting turnover criteria.(Except Startups)
  - xii. MSE bidders fail to submit the declared information for UAN registration declaration found wrong for UAN registration.

**10. Pricing:**

Bidder shall quote the prices of all items listed in the price sheet format of the tender enquiry (Enclourse-1) for delivery of the items in MDL store inclusive of all costs towards Packing & Forwarding / Freight / Delivery / Transport & Transit Insurance etc. at Mazagon Dock, Mumbai-10.

The prices quoted shall remain firm and fixed till the execution of the total quantity on the order. No increase / decrease shall be permissible on any account after finalization of the order / till delivery of total quantity on the order.

**11. Terms of Payment:**

**MDL does not pay any Advance Payment for Indigenous FOR Bidders.** Payment for the value of supplies, as reduced by any deductibles and / or the amount leviable towards liquidated damages if any and after including Taxes, Duties, Octroi, Excise, Service Tax etc. shall be payable through RTGS / NEFT **within 25 - 30 days of receipt & acceptance of ordered material as per ordered terms in MDL and** against submission of the following Documents:

- (i) Guarantee Certificate on Supplier Letter Head
- (ii) Invoice (original) + 3 ink signed / carbon copy invoices
- (iii) Order copy and Amendment copies if applicable
- (iv) Packing List
- (v) Delivery Challan

Bidders shall furnish all the necessary details like name of the Bank / Branch, Branch Code No., Bank Account No., **MICR No.** in their bid as per the RTGS / NEFT available in MDL Website.

The bills to be submitted at the Bill Receiving Section and addressed to DGM (F-Bills-ONP), 3rd Floor, Mazdock House, Mazagon Dock Shipbuilders Limited, Dockyard Road, Mumbai - 400 010.

**Important Note: Invoices should be submitted immediately within two or three MDL working days (preferably the invoices should accompany supply) to "Bill Receipt Section" adjacent to the ARS Punching Section, South Yard after execution of the orders / expiry 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 or otherwise final payment by MDL, beyond which no claims whatsoever will be entertained.**

**12. 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.**

**Note:**

- (i) The rate sheet to be enclosed with the tender will indicate the rates under each tax head wherever applicable. The following will have to be quoted as applicable separately in rate sheet under each head: (a) Central Sales Tax (CST), (b) Value Added Tax (VAT), (c) Octroi Duty, (d) Excise Duty, (e) Education Cess, (f) Service Tax and (g) Any other Taxes / Duties / Levies.
- (ii) Only those bidders who indicate the taxes and duties separately as above shall be entitled for consideration of change in the corresponding rates in case of variation in the statutory levies.
- (iii) 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.
- (iv) Successful bidder/s 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.

**13. Guarantee / Warranty:**

- (i) Goods supplied shall be guaranteed for a period of **12 months** from date of receipt and acceptance of items in MDL. During guarantee period, 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.
- (ii) The supplier cannot absolve their responsibility for warranty of material even though it is inspected & approved by inspection authorities.
- (iii) If the defects are not remedied within a reasonable / stipulated time, MDL may proceed to rectify the defects at the supplier's risk & cost, but without prejudice to MDL rights under the contract.
- (iv) During guarantee period, the supplier should have to arrange dispatch of new material and on arrival of new material; defective material should be collected from MDL without any financial implication.

**14. Performance Bank Guarantee: Not Applicable**

- 15.** Bidder shall abide by all Standard Terms and Conditions of Supply (STACS), GT&C as per format at Stage Name: Part -I(Techno – Commercial Bid). Deviation if any shall be clearly indicated. All other (than those stated above) terms & conditions of General Terms & Conditions (GT & C), MDL Standard Terms & Conditions (STACS) shall be applicable to this tender. Bidder shall abide by all TEF, Standard Terms and Conditions of Supply (STACS), GT&C, and Acceptance formats as per Enclosures contained therein should be properly filled and submitted by the bidder along with part - I bid. In the event, we do not receive acceptance formats duly filled for TEF, STACS &



GT & C, it shall be presumed that all our tender terms & conditions are acceptable to you. **Any deviation from MDL Tender Enquiry, GT&C & STACS should be specifically highlighted, failing which it will be construed that the same are acceptable to you in totality.**

**Deviations if any, to meet our required Sizes / Grades, Specifications and Tender conditions, which the bidders intend to seek, should be clearly spelt out in Bid, separately. If this sheet is not enclosed, it shall be presumed that your offer is as per our tender conditions and no deviations will be accepted at a later stage (after price bid opening or placement of order).**

**16. Criteria for normalizing the Price Bid for ranking:**

Techno-Commercial deviations will be negotiated with the firm/s before opening of price bids. Techno-Commercial deviations if acceptable to MDL, will be loaded as per loading criteria illustrated below for ranking purpose.

**Loading Criteria:** Deviations sought by the bidder in respect of Freight, insurance, Payment terms, Delivery period shall be loaded on the bidder/s quoted prices during price evaluation by MDL. An illustration of the loading criteria that will be adopted is at Illustrative Enclosure 1. The Loading Criteria that will be adopted as detailed below:

- (i) Payment Terms -It is desirable that the bidder accepts the Payment Terms indicated. Varied payment terms quoted by bidders as compared to the terms stated in the Tender document shall be normalized by adopting the Prime Lending Rate of State Bank of India plus 2% thereon on the amount(s) at variation and/or for the period (in no. of days) at variation
- (ii) Statutory levies (Customs Duty, Excise Duty, Education Cess, VAT / CST, Octroi Duty) shall be included for ranking of bids to determine L-1 vendor. Cost (Basic Price + Transport + insurance) to MDL Stores shall be considered for indigenous Vendors.
- (iii) Delivery of the goods at MDL premises should be responsibility of the supplier. However, for unavoidable reasons, if bids are exclusive of transport and / or insurance, the same will be loaded at the cost to be incurred by MDL.
- (iv) 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.
- (v) Deviations sought in respect of rate per week and / or maximum ceiling in respect of liquidated damages shall be loaded to the quoted price. For example, the maximum ceiling towards liquidated damages stipulated in the Tender is 5% and the bidder seeks to limit it to, say 3.50% then the price quoted will be loaded by 1.5%. If the rate of LD per week is 0.50% per week or part thereof as per tender and the bidder seeks it as, say, 0.40% per week or part thereof, the maximum ceiling on LD as per tender will first be quoted to weeks (10 weeks in this case) and the rate proposed by the bidder i.e. 0.40% will be multiplied by the so equated maximum period (which works out to 4%) and the quoted price will be loaded accordingly by 1%. Delivery being the essence of the contract, it is desirable if the bidder(s) adhere to the stipulated clause.
- (vi) Deviations in respect of the period of Warranty / Guarantee 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.
- (vii) L-1 bidder shall be decided based on above.

**17. Ranking of Bids & Determination of L-1 Bidders:**

Ranking of price bids shall be done on the basis of "Price inclusive of taxes, duties and levies" on itemized lowest L1 basis i.e. L-1 bidder shall be decided on the basis of Landed cost on cash out go basis. 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.**

**Techno-Commercially Qualified Lowest Bidder will be considered for processing of placement of order. However, Tender Clause No. 1 Note (ii) & 4 will apply for ordering purpose.**

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

**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 other charges) mentioned in the On-Line Price Bids shall prevail over the details in blank rate schedule format in normal case. However the negotiated commercial terms before price bid opening will be considered for ranking and evaluation as per Para 16.**

**18. Consignee:**

The Successful bidder/s shall arrange dispatch of goods by appropriate Rail / Road mode as per the order to "GOOD RECEIVING SECTION" (MDL's Store) at Mazagon Dock Shipbuilders Limited, Dockyard road, Mumbai-400010, 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 reach our yard beyond above time the same may be retained over night at your risk & cost.

Being door delivery orders, the supplier shall categorically direct the transporter to deliver the ordered items without insisting for consignee copy of the Lorry Receipt.

The following documents are mandatory to be submitted along with the consignment:

- (i) Delivery Challan (3 Original Copies)
- (ii) Invoice (1 ink signed copy / carbon copy)
- (iii) Order copy and Amendment copy if applicable (Photo Copy)
- (iv) Packing List (Original)

**19. 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.

**20. Liquidated Damages:**

- (i) 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 the Order Value, subject to maximum of 5% of the final Order / Contract value. LD will be applicable on the value of the undelivered portion of goods on delivery date mentioned in the purchase order.
- (ii) Contractor will also be liable to pay Liquidated Damages as mentioned above for late delivery of Guarantee Certificate.

**21. Inspection:**

- (a) **Receipt Inspection:** Receipt inspection by GRS and MDL will be done by Inspection Department. MDL Inspection Department, MDL shall carry out necessary inspection of the items on receipt of the items in MDL along with representative of the Supplier. Any objection raised by MDL inspection team against quality of material shall be satisfactorily corrected by the supplier at his expenses including replacement as may be required within 07 working days. Items damaged during transit shall also be rectified or replaced by the supplier within 07 working days.
- (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.

**22. Option Clause:**

MDL retains the right to place orders for **additional quantities up to a maximum of 50% of the originally contracted quantity** at the same rate and terms of the contract. Such an option shall be available during the original period of contract. Option quantity during extended Delivery period is limited to 50% of balance quantity after original delivery period.

**23. Contract period:**

The contract period is for **one year, is extendable for further period of 3 months** at the discretion of MDL at the same rates, terms & conditions subject to satisfactory performance of the supplier.

**24. Parallel contract:**

Parallel Rate Contract will be awarded against this ARC in the ratio of **60:40** of ARC value as this supply is critical from usage point of view. L-1 bidder will be considered for awarding 60% of the ARC value and balance 40% will be awarded to the willing bidder in the order of ranking subject to matching the prices for placement of order on L-1 bidder. After determination of L1 bidder, L2, L3, L4 bidder serially and sequentially will be accorded opportunity to match the prices for consideration for placement of order. In case of not matching the prices for placement of order with L1 bidder, Next ranked bidder will be given the chance to match the prices, i.e. first L2 Bidder, then L3, L4 etc in sequence. Next ranked Bidder will only be considered in case earlier bidder is not agreeing to match the prices with L1 Bidder on lowest basis. If no bidder matches the L1 rate 100% qty will be awarded to L1 bidder.

**25. Modifications to the Bids:**

Bidders desirous of submitting modified bids prior to the closing date & time may do so by submitting revised bid online not later than the deadline for submission of bids. Please note that modified bids shall be submitted through E-Procurement system only.

**26. Public Grievance Cell:**

A Public Grievance Cell headed by General Manager (F) has 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.

**27. Risk Purchase & Order Cancellation:**

In case of delay beyond **3 weeks** from the contractual delivery period, MDL reserves the right to cancel the order and procure the ordered material from any available source at MDL's option and discretion and entirely at your risk and cost. Extra expenditure incurred by MDL in doing so will be recovered from you. MDL also reserves the right to cancel the order at your risk and cost if the progress of work is not considered satisfactory and it is felt that you are not likely to meet the contractual delivery date.

**28. Indemnity:**

You shall hold harmless and keep MDL indemnified against all claims arising as a result of infringement of any patent rights on account of manufacture, sale or use of articles covered by the order.

**29.** MDL reserves the right to accept any or all offers in part / full without assigning any reasons whatsoever. In case of any dispute, our decision in this matter shall be final and legally binding on you. MDL reserves the right to consider placement of Order / Contract in part or in full against the tendered quantity or reject any or all tenders without assigning any reason. MDL not bound to order the tendered quantity.

30. The representative of OEM's are participating on behalf of their principal, an authorization letter from their principal stating that "they are authorized to quote on behalf of their principal to this tender" should be uploaded with Part-I bid. OEM / Principal may quote directly or through any one authorized agent on their behalf but not both. In case an offer is received from OEM/ Principal and from other agent to quote on behalf of OEM/Principal, MDL reserve the right to reject all offers or consider only the offer from OEM / Principal.
31. Bidders 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.

Training programme is arranged in MDL Premises on every working Fridays in one session (1400 - 1600 hrs) for prospective / willing Bidders. For any further details of e-tendering & digital signatures, please contact, **Mr. Akshay Vichare 022- 2376 3251/3249.**

In case bidders are unable to submit their offer against this tender, we would appreciate a regret letter citing reasons for not quoting.

In case of any clarifications, bidders are requested to contact the undersigned, before the closing date of the tender Tel. No. 2376 3249/51.

We look forward to your participation in two stage bidding by offering your most competitive and reasonable bid against this tender.

Yours faithfully,  
For MAZAGON DOCK SHIPBUILDERS LIMITED,

Rupesh Mane,  
**Senior Engineer (C-MP)**

**Enclosure - 1 - Rate Sheet format for e-tender**

**Enclosure - 2 - Instruction for e-tendering.**

**Enclosure - 3 - Illustration for loading criteria.**

**Enclosure - 4 - Standard Terms & Conditions (STACS).**

**Enclosure - 5 - General Terms & Conditions of the Tender Enquiry.**

**Enclosure - 6 - PROFORMA BANK GUARANTEE FOR EMD**

**Enclosure - 7 - PROFORMA BANK GUARANTEE FOR SECURITY DEPOSIT**

**NOTE: Following Formats are available on MDL website - [www.mazdock.com](http://www.mazdock.com) Path (Tenders-> Ship Building- Material Purchase) and same is the part of tender enquiry.**

**RTGS / NEFT / ECS Format.**

**Statutory requirements, Official Secret Act 1923 & Safety clause.**



**ENCLOSURE - 2****Instructions to the Bidders for uploading the Techno-Commercial Bid and the Price Bid through E-Procurement Portal:****• Official service provider for the website is**

NIC,  
Contact Person: Mr. Akshay Vichare, Tel: 022- 2376 3251  
E-mail: eproc-support@gov.in  
Office Ph. No.: 0120-4200462, 0120-4001002,  
Ph. No.: 09090151611, 022-23763251

**• Pre-requisites for up-loading the Techno-Commercial Bid**

- (i) Compatible computer hardware software set-up to access e-procure website.
- (ii) "Digital Signature Certificate" class II B (DSC) is a must for downloading the tender and uploading the techno commercial offer from our website <http://eprocuremdl.nic.in>.
- (iii) "Digital Signature Certificate" class III B (DSC) can be obtained from our service provider n-code solutions or from any agency like (a) MTNL (b) TCS (c) SIFY.

**• To ensure availability of above prerequisite is bidders responsibility**

- (i) It is mandatory to upload the complete techno-commercial offer and the price bid on e-procurement.
- (ii) No part of the bid other than original EMD (if applicable) shall be accepted physically / hard copy outside e-procurement.
- (iii) Price bids shall strictly be uploaded in appropriate / allotted place in the tender, available in e-procurement so that it remains secured encrypted unreadable in the system.
- (iv) In no circumstances, the price bids shall be forwarded or uploaded in any other form.
- (v) Entire responsibility of the uploading of the complete techno-commercial bid along with the price bid shall be that of the bidder.
- (vi) No request / complaint shall be entertained after the due date/time of the tender.
- (vii) Non availability of any of the prerequisites or last minute calls seeking clarifications / projecting problems shall not entitle a bidder to seek request for extension of due date.
- (viii) Any problem with regard to uploading of the tender shall be intimated to NIC at least 24 hours in advance to the tender closing time & date. However, it will not be considered as reason for extension of due date of the tender.
- (ix) Request for extension, if at all to be made, shall be forwarded at least 3 working days in advance to the tender closing date / time with proper reasoning. The request shall be put up to the competent authority for consideration on the merit of the case. MDL reserves all rights in this regard & decision of MDL shall be binding to the applicant.

**It is important to note that the bidders can upload their bids right from the time the tender is available at website. It is advisable that the bidder uploads the bid well in time rather than wait till last minute to avoid situations wherein he is unable to successfully upload the bid for various reasons which cannot be addressed then due to lack of time.**

- **Special instructions to Bidders for online bidding:**

- (i) Bidders should login well in advance to enable them to complete their bid submission before the closing time of the tender.
- (ii) Bidders should submit their bid well in advance to avoid last minute frantic calls.
- (iii) Bidders should follow all the instructions enlisted on the front page of e-procure web page.
- (iv) Bidders should ensure Hardware & Software compatibility as well as Digital Signature available on front page of e-procure web site. Request for extension of due date shall not be entertained due to non-availability of these tools.

- **Bidders to participate in on-line bidding**

- (i) By registering with above referred portal for User ID and password.
- (ii) By obtaining class II DSC (Digital Signature Certificate) for secured bidding

**NOTE:** In case any vendor intending to respond against the tender and is not having the DSC to facilitate uploading of his bid, should approach the Service Provider at least 10 working days in advance of the tender closing date requesting DSC. The request so made to the Service Provider should simultaneously be forwarded to MDL Dealing Officer. In case the DSC is not received within 3 to 4 working days, the GM (M) be informed and the DSC if not received from the Service Provider three working days in advance, for suitable extension to tender closing date then only the tender due date shall be considered.

**ENCLOSURE - 3****ILLUSTRATION OF LOADING CRITERIA****A.**

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

**B. Financial Loadings:**

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 variation in financial term.	Sr. Nos. 5 + 6 + 7 + 8 + 9		

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

11.	Security deposit / Contract performance guarantee			
12.	Equipment performance guarantee			
13.	Additional delivery period sought over stipulated period as per tender			
14.	Additional time sought for supplying binding data			
15.	Liquidated damages per week rate / maximum ceiling			
16.	Warranty / Guarantee			
17.	Cost (ex-MDL) excluding taxes & duties after loading for variation in financial and commercial term.	Sr. Nos. 10 + 11 + 12 + 13 + 14 + 15 + 16		

**D. Landed cost:**

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

Evaluated cost for the purpose of ranking and evaluation will be as per landed cost worked out as per Sr. No. 19



**ENCLOSURE - 4****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 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 disfavor 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 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.

**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	1st	2nd	3rd	4th	5th	6th	7th
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 PREFERNCE:**

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 GUARNATEE (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.

**ENCLOSURE - 5****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 value of the Order in the form of Demand Draft / Bank Guarantee in the prescribed format in favour of Purchaser within 15 days from date of LOI / Order / 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 / Vendor / 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 / Vendor / 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 / Vendor / 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 / Vendor / 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 / Vendor / Contractor to comply with the delivery schedule is inevitable. In such an event the Bidder / Vendor / 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 / Vendor / 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 vendor / 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 you.

**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 / Vendor / 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 / Vendor / Contractor.

A93. The Bidder / Vendor / 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 & 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 / Vendor / Contractor. In other agreed cases of Ex-works / Ex-Transporter's warehouse or Railway godown offers, the Bidder / Vendor / 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 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.

- 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
Where the amount or value said forth in work contract does not exceed Rs. 10 Lakhs.	Rs. 500.00
Where it exceeds rupees 10 Lakhs	Rs. 500.00 +1% of the amount above ten lakhs subject to

**A120. DEMURRAGE**

- A121.** Storage and Demurrage charges will be payable by the Bidder / Vendor / 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 Officer 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/ Vendor / Contractor.

- A133. The Bidder / Vendor / 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 / Vendor / 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 / Vendor / 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 / Vendor / Contractor shall unconditionally and free of cost to the Purchaser transfer information on technological developments / innovations / modifications which the Bidder / Vendor / 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 / Vendor / 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 / Vendor / Contractor's Design Department in the course of manufacture of equipment ordered by the Purchaser, the Bidder / Vendor / 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 / Vendor / Contractor, the Bidder / Vendor / 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 / Vendor / 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 / Vendor / 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 / Vendor / Contractor shall pay to the Owner royalty at the rate mutually agreed to.

A165. The Sub-contractor / Supplier / Vendor 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 / Vendor 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**

**A171.** 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 vendor / 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 FOR FREE ISSUE MATERIAL**

**A181.** The Bidder / Vendor / Contractor shall furnish Bank Guarantee 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 / Vendor 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 / Vendor to do so is liable for disqualification / debarring of the Sub-contractor / Supplier / Vendor from all future tender enquiries and or delisting from the list of 'Approved Registered Vendors.

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

**A201.** The Purchaser would consider providing facilities like - compressed air at one point, crange facility for handling heavy loads for lowering onto the ship and water intended for use by the Contractor / Bidder for execution of contract for working within the Purchaser's premises at no extra cost to the Contractor / Bidder. Industrial gases, electrical power, office space / 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) (ONLY FOR P15B & P17A PROJECTS)**

**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) (ONLY FOR P15B & P17A PROJECTS)**

**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.

**ENCLOSURE - 6****PROFORMA BANK GUARANTEE FOR BID BOND / EMD**

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

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the 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 fulfillment 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 authorised  
to sign on behalf of "the Bank")

**NOTE :-**

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

**ENCLOSURE - 7****PROFORMA BANK GUARANTEE FOR SECURITY DEPOSIT**

(ILLUSTRATIVE FORMAT)

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

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Purchaser" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers ..... a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at .....(hereinafter called " the Contractor/ Supplier" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for the supply, delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order and the Purchaser having agreed with the Contractor/Supplier to accept a Bank Guarantee in lieu of Security Deposit payable under the said order for the 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 contractor/ supplier.

7. Notwithstanding anything contained herein above:

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

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

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

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

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

**NOTE :-**

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