



**MAZAGON DOCK SHIPBUILDERS LIMITED**  
(Formerly known as Mazagon Dock Limited)  
(A Government of India Undertaking)  
CIN: U35100MH1934GOI002079  
Dockyard Road, Mazagon, Mumbai 400010. INDIA  
Certified – ISO 9001/EN ISO 9001 for Shipbuilding Division  
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Website: [www.mazdock.com](http://www.mazdock.com)

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

**TENDER NO. : GM(M)/SSW/2000006691 dated : 20.06.2017 due on : 12.07.2017 at 14:00 Hrs.**

Dear Sirs/Madam,

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 the supply of Sandstone Finish Flower Pot on our e-procurement portal

Issue of tender documents :- The tender enquiry can be downloaded from our website <http://eprocuremdl.nic.in/www.mazdock.com>

**1. Description of item :-**

Sr. No.	Description of Item	Unit	Quantity Requirement
1	Sandstone Finish Flower Pot Height-2 feet 5" Outer Dia-1'8" Inner Dia- 1'4" As per Sample. Sample Pot placed at Mazdock House Entrance.  Photo copy of the same is attached to this tender.	No	20
<b>Note: supplier should visit MDL and see the sample before quoting. Sample is at Mazdock House . Contach person : Mr Jagdish M Bari Chief Manager ( TS – YUC ) Phone No : 022-2376 4230.</b>			

**Note :** The tender is to be filled through e-tender only on our e-procurement portal. Online bids on our portal only will be accepted and bids submitted in any other form will not be accepted.

**2. INSTRUCTIONS TO THE BIDDERS (Pre-Qualification Criteria):**

**2.1. Bidders registered with Mazagon Dock Shipbuilders Limited** should upload a scanned image of valid registration certificate; duly self attested and stamped with their company seal and documents.

**2.2. Bidders not registered with Mazagon Dock Shipbuilders Limited** should upload a scanned image of the following documents along with their e-(Part-I) bid:

2.2.1. Bidders Company Profile.

2.2.2. Bidders Shop & Establishment registration certificate.

2.2.3. PAN , NEFT , VAT/CST Registration , cheque details towards conducting business.

**Note: MDL reserves the right to demand for a hardcopy of any of the above or related documents, if so desired by MDL.**

3. **Validity Period:** Bids / Offers shall have a validity period of **120** days from the tender closing date. A bid valid for shorter period shall be liable for rejection.
4. **On-line submission of bids in Two-Bid System:** Bids must be in two parts, i.e. Part-I (Techno-Commercial bid) and Part-II (Price Bid), as appearing on-line.

Technical bid in PDF format on your letter head clearly indicating offer no and date with detailed technical specification.

- 4.1. Acceptance on clauses of Tender Enquiry (TEF), GT&C & STACS in the Prescribed Formats stating 'Accepted OR Deviation' as applicable for each of the clause.
- 4.2. Blank rate schedule shall be uploaded in on-line Part-I bid, indicating 'QUOTED / NOT QUOTED' as applicable against each of the listed item
- 4.3. Deviation Sheet if any shall be uploaded on-line for TEF, STACs and GT&C.
- 4.4. Bidders / Vendors not registered with Mazagon Dock Shipbuilders Limited should upload the additional documents as mentioned in para 2.2 above.
- 4.5. Copies of valid Registration or Approval certificates in case of Bidder's firms registered with MDL/ NSIC/ISO/MSME Certificate shall be uploaded on-line.
- 4.6. Bank details for payment by RTGS/NEFT.
- 4.7. Enterprises status (If any) to be indicated in Part-I: Micro/ Medium/ Small.
- 4.8. Scanned image of PAN card shall be uploaded.

**5. Important Note:**

- a) **Bidders in their own interest are requested to upload their bids well in advance before tender closing date and time to avoid the last minute difficulties in uploading the bids.**
- b) **Problems in hardware/software, internet connectivity, system configurations, Browser setting etc, for whatsoever reason shall not be considered for extension of tender closing date and time.**

**6 Earnest Money Deposit (EMD)/BID BOND: Not Applicable.**

**7. Bid Rejection Criteria;**

- 7.1 Following bids shall be **categorically** rejected;
  - 7.1.1 Bids received other than through e-portal.
  - 7.1.2 Bidder received after tender closing date and time.
  - 7.1.3 Bidder not agreeing to give post sale product support /replacement of defective items.
- 7.2 Following bid rejection criteria may render the bids liable for Rejection
  - 7.2.1 Validity period indicated by bidders is shorter than that specified in the tender enquiry
  - 7.2.2 Bidder's failure to furnish sufficient or complete details for evaluation of the bids within the given period which may range in between two to three weeks.
  - 7.2.3 Incomplete / misleading / ambiguous bids in the considered opinion of MDL.
  - 7.2.4 Bids without uploading pre-qualification documents where required as per the tender.
  - 7.2.5 Bids not meeting the pre-qualification parameters stipulated in the tender enquiry.
  - 7.2.6 Bidder quoting the rates with price variation clause.

7.2.7 Unreasonably longer delivery period quoted by the firm. (Two Weeks beyond the least delivery period quoted among the qualified bidders)

- 8. Pricing:** Bidders shall quote the prices of all items listed in the tender enquiry for delivery of the items in MDL store. **The prices quoted shall remain firm and fixed during the currency of the order / contract** unless agreed otherwise by MDL.
- 9. Terms of Payment:** -Full Payment will be made through NEFT/RTGS between 25-30 days after receipt & acceptance of complete set of the items / Equipment, spares, work completion certificate etc as per the ordered terms and against submission of documents in Triplicate including Delivery challan(s), CISF stamped , Release note from the nominated Inspection Agency, Test reports / Certificates, Packing Lists, Invoice, Performance Guarantee, Storage / Preservation / Installation / Commissioning / Maintenance Procedures & other Technical documentation in requisite sets **as relevant**. Bidder/s shall furnish all the necessary details like Name of the Bank/Branch, Branch Code No., Bank Account No. in Technical Bid (Part-I) as per RTGS/NEFT format.  
**Important Note: Invoices should be submitted immediately within two to three MDL working days (preferably the invoices should accompany supply) to “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 of otherwise final payment by MDL, beyond which no claims whatsoever will be entertained.**
- 10. Delivery Period:** Items shall be delivered within 2 weeks from the date of purchase order. The Successful bidder shall arrange dispatch of goods as per the order through Good Receipt Section (GRS) and further to designated stores on working days (Monday to Friday) between 8.00 hrs to 15.00 hrs (Lunch Time 11.30 to 12.00 hrs). If bidders quote delivering period more than MDL’s required date , bidder’s offer will be loaded at rate @ 0.5 % week while evaluating L1 position. .
- 11. Inspection:** a) Flower pots will be inspected before dispatch by User Department of firm premises. b) Further , it will be inspected again after receipt at MDL store by User department for physical damage if any.
- 12.** Bidder shall abide by all Standard Terms and Conditions of Supply (STACS), GT&C as per uploaded form at Stage Name: Part –I (Techno – Commercial Bid). Deviation if any shall be clearly indicated.
- 13. Taxes& Duties: -**  
Item wise rate quoted in the rate sheet (upload with this tender) should exclude taxes, duties. Bidder/s should indicate Taxes, Duties as applicable separately under each head mentioned below, which will be paid extra based on invoice to extent applicable.
- 13.1** The rate sheet to be enclosed with the tender will indicate the rates under each tax head wherever applicable viz.
- Excise Duty.
  - Education CESS, if included.
  - Central Sales Tax. (CST)
  - Value Added Tax. (VAT)
  - Octroi, if included
  - Any other applicable taxes & duties
- 13.2** 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.
- 13.3** 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.
- 13.4** 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.
- 13.5 The following certificates will be issued for the items against this tender:**
- Issue of “C” Form w.r.t. Sales Tax.

#### 14. Criteria for normalizing the Price bid for ranking :-

Techno-commercial deviation will be negotiated with the firm before opening of price bids. Tech-commercial deviation if acceptance to MDL will be loaded as per loading criteria illustrated below for ranking purpose.

**Loading Criteria:** Deviations sought by the bidder in respect of Custom Duty exemption, Freight, Insurance, Payment terms shall be loaded on the bidder/s quoted prices during price evaluation by MDL. Among the equal bids, bidders with ISO 9000 series accreditation over non-ISO bidders, firstly Manufacturers then their authorized dealers will be given preference. The loading criteria that will be adopted are detailed below & also as per Enclosure-4:

- 14.1 It is desirable that the bidder accepts the Payment Terms indicated in clause 9 above. Varied payment terms quoted by bidders as compared to the terms stated in the Tender document shall be normalized by applying prevailing SLR plus 2% p.a. rate of interest for the period at variation.
- 14.2 If any Delivery of the goods at MDL premises should be responsibility of the vendor. However, for unavoidable reasons, if bids are exclusive of transport and / or insurance, the same will be loaded at the cost to be incurred by MDL.
- 14.3 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.
- 14.4 Deviations sought in respect of Liquidated Damages (L D) Devotions sought in respect of rate per week and / or maximum ceiling in respect of liquidated damages shall be loaded to the quoted price. For e.g. the maximum ceiling towards liquidated damages speculated in the tender is 5% and the bidder seeks to limit it to, say 3.5% then the price quoted will be loaded by 1.5%. If the rate of L.D per week is 0.5% per week or part thereof as per tender and the bidder seeks it as, say, 0.4% per week or part thereof, the maximum ceiling on L D as per tender will first be equated to weeks (10 weeks in this case) and the rate proposed by the bidder i.e. 0.4% will be multiplied by the so equated maximum period (which works out to 4%) and the quoted price will be loaded accordingly by 1%. Delivery being the essence of the contract, it is desirable if the bidder/s adhere to the stipulated clause.
- 14.5 Deviations in respect of the period of Guarantee / Self Life 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.
- 14.6 The ranking of price bids shall be done on the basis of “ all inclusive of taxes, duties & levies “.In these cases , the variation in statutory levies etc are not allowed unless the breakup in respect of taxes duties are clearly and separately furnished in bid

#### 15. Ranking of Bids & Determination of L-1 Bidders:

##### 15.1 Ranking of price bids shall be done on the basis of “all inclusive of taxes, duties and levies” .

**16. Consignee:** The Successful bidder/s shall arrange dispatch of goods by appropriate Rail / Road / Sea / Air transport mode as per the order to ‘GOODS RECEIVING SECTION and further to designated stores on working days (Monday to Friday) between 8.00 hrs to 15.00 hrs (Lunch Time 11.30 to 12.00 hrs) .In case truck/tempo reaches our yard beyond above time the same may be retained over night at your risk & cost.

An advance copy of invoices along with other relevant documents shall be forwarded to the purchaser sufficiently in advance to avoid demurrage. In case of door delivery orders, the supplier shall categorically direct the transporter to deliver the ordered items without insisting for consignee copy of the Lorry Receipt.

**17. Modifications to the Bids:** - Bidder will not be allowed to bid after the closing time is over.

Bidder can change the submitted bid any number of times till the closing time and the last changed bid will be considered for ranking of the bids.

**18. Public Grievance Cell:** - - A Public Grievance Cell headed by General Manager (F-CA) has been set up in the Company. Members of public having complaints or grievances are advised to contact him on Wednesday between 10.00 hours and 12.30 in his office on 6<sup>th</sup> Floor, Mazdock House or send their complaints / grievances to him in writing for redressal. His telephone No is 022 2376 2121.

**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:** Time is an essence of the contract therefore the job, as ordered, should be completed on the dates mutually agreed upon in accordance with the delivery schedule. In cases of delay not attributable to Purchaser beyond the agreed schedule, the Successful bidder shall pay liquidated damages, a sum representing 0.5% (Half per cent) per week or part thereof, subject to maximum of 5% of the order value. The liquidated damage is applicable on the value of the undelivered portion of goods as on delivery date mentioned in the purchase order.

**21. Security Deposit (SD): Not Applicable**

**22.** 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.

**23.** Quantity indicated is our approximate annual requirement. The progressive purchase order will be placed for our actual requirement only. We also reserve to right not to order the tendered items if not required by us.

**25.** Delivery period will be stipulated clearly in each progressive order non-compliance of delivery clause by supplier will entitle MDL to cancel the order wholly or partly thereof to the extent of default without Notice and the material will be procured from elsewhere at supplier's risk and cost.

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

**27.** In case of any clarifications, bidders are requested to contact the undersigned, before the closing date of the tender. Bidders can also contact toll-free customer help line of e-procurement portal <https://eprocuremdl.nic.in> User guide is available on the home page of the above-referred web site. In addition It has 24x7 Customer Help Desk, Toll free number +91 120 4200462.

**28 Preference clause :**

**Not Applicable to this tender.**

**29. Compliance of GST:**

**a** Goods and service Tax(GST) act will be in all probability implemented w.e.f. 1<sup>st</sup> July 2017 onwards across India. Accordingly strict compliance of the GST provisions shall be the responsibility of bidders in terms of uploading the sale invoices in GST portal, invoice mapping, Bill passing cycle, e-way bills, payment of tax and filling of returns, change in laws, Anti profiteering law etc.  
For Information to bidders:

**b** MDL's provisional GST No : 27AAACM8029J1ZA

**c** You are requested to provide GST No as per format mentioned below.

Sr. No.	Vendor Name	Vendor code	GST no

Also provide HSN/SAC nos. (Harmonized System of nomenclature / Service accounting code) for item in format mentioned below .

Sr. No.	Material Code/material description	HSN no	SAC no

- d After implementation of GST , Input tax credit (ITC) shall be pass on to MDL for its claim.
- e Bidders who do not have GST Registration number shall not be eligible to quote the tender / execute the order.

**30. Bidders can participate in online bidding.**

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

We look forward to your participation in on-line bidding by offering your most competitive and reasonable bid against this tender.

**e-tender enquiry acceptance form is uploaded at Stage Name: Part-I (Techno Commercial Bid)**

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

**S.S.WAGHMARE**  
**CM(C-MP)**

Enclosure	-	1	:	Price Bid format
Enclosure	-	2	:	Standard Terms & Conditions (STACS)
Enclosure	-	3	:	General Terms & Conditions (GT&C)
Enclosure		4		Loading Factors
Enclosure	-	5	:	Statutory requirements, Official Secret Act 1923 & Safety clause*
Note: * These documents to be down loaded from our Website. (www.mazdock.com > Tenders > Shipbuilding>Enclosures related to Tender Documents for Material Purchase Dept.')				

**Illustrative format & guideline (FOR INDIGENIOUS BIDDERS) for quoting prices in online Price Bid**

Below format of price bid will appear online. INDIGENIOUS bidders to follow instructions given in each respective cell while quoting their cost in online price bid:-

Item Sr.no.	Indicated at online format
Material Description	Indicated at online format
Quantity	Indicated at online format
Unit of measurement	Indicated at online format
Currency	INR
Unit Rate CIF Basis	<b>NOT to be quoted or numerical zero to be entered</b>
BASIC UNIT RATE	To be quoted
Packing Charges Per Unit on Basic(in %)	To be quoted
Excise Duty Including CESS on ED (in %)	To be quoted
Forwarding charges Per Unit on Basic (in %)	To be quoted
VAT (percentage)	To be quoted
CST (percentage)	To be quoted
Delivery charges per Unit on Basic (in %)	To be quoted
Octroi Charges (in %)	To be quoted
Other Charges Per Unit (if any)	To be quoted, if applicable

Enclosure-2

**STANDARD TERMS AND CONDITIONS (STACS)**

- 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/Vendor/Contractor**' means the person / firm / Company who undertakes to manufacture and or supply and or undertake work of any nature assigned by the Purchaser from time to time and includes its successors or assignees.
- 103.** The word '**Owner**' means the person or authority with whom MAZAGON DOCK SHIPBUILDERS LIMITED (Purchaser) has contracted to carry out work in relation to which orders are placed by the Purchaser on the **Bidder/Vendor/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/Vendor/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/Vendor/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 / Vendor / 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 / Vendor / Contractor the same shall be deducted from any sum then due or thereafter may become due to the Bidder / Vendor / Contractor under the contract or any other contract with the Purchaser.



**240. ADDITIONAL BANK GUARANTEE**

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 / Vendor / Contractor, his employees, licencees, agents or Sub-Vendor / Sub-contractor, while on site of the Purchaser for the purpose of this contract, indemnifies the Purchaser against direct damage and or injury to the property and or the person of the Purchaser or that of Purchaser's employees, agents, Sub-Contractors / Suppliers occurring and to the extent caused by the negligence of the Bidder / Vendor / Contractor, his employees, licencees, 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 VENDORS / CONTRACTOR'S RIGHTS:**

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

**290. AGENTS / AGENCY COMMISSION:**

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

The seller will also be debarred from participation in any RFQ/Tender for new projects/program with Buyer for a minimum period of five years.

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

The Buyer will also have the right to recover any such amount from any contracts concluded earlier with Buyer.

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

- 301.** The Bidder / Supplier / Contractor undertakes that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Purchaser or otherwise in procuring the contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract with the Purchaser for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Purchaser. Any breach of the aforesaid undertaking by the Bidder / Supplier / Contractor or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder / Supplier / Contractor) or the commission of any offence by the Bidder / Supplier / Contractor or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1980 or the Prevention of Corruption Act, 1947 or any other Act enacted or the prevention of corruption shall entitle the Purchaser to cancel the contract and all or any other contracts with the Bidder / Contractor / Supplier and recover from the Bidder / Supplier / Contractor the amount of any loss arising from such cancellation. Decision of the Purchaser or his nominee to the effect that a breach of the undertaking has been committed shall be final and binding on the Bidder / Supplier / Contractor.
- 302.** The Bidder / Supplier / Contractor shall not offer or agree to give any person in the employment of Purchaser any gift or consideration of any kind as "Inducement" or "reward" for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract/s. Any breach of the aforesaid condition by the Bidder / Supplier / Contractor or any one employed by them or acting on their behalf (whether with or without the knowledge of the Bidder / Supplier / Contractor) or the commission of any offence by the Bidder / Supplier / Contractor or by any one employed by them or acting on their behalf which shall be punishable under the Indian Penal Code 1980 and/or the Prevention of Corruption by Public Servants, shall entitle Purchaser to cancel the contract/s and all or any other contracts and then to recover from the Bidder / Supplier / Contractor the amounts of any loss arising from such contracts' cancellation, including but not limited to imposition of penal damages, forfeiture of Security Deposit, encashment of the Bank Guarantee and refund of the amounts paid by the Purchaser.
- 303.** In case, it is found to the satisfaction of the Purchaser that the Bidder / Supplier / Contractor has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents / Agency Commission and use of undue Influence, the Bidder / Supplier / Contractor, on a specific request of the Purchaser shall provide necessary information / inspection of the relevant financial document / information.

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

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

**320. EXPORT LICENCE**

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

**330. BANNED OR DE-LISTED CONTRACTORS / VENDORS.**

- 331.** The Bidder / Vendor / Contractor declares that they being Proprietors / Directors / Partners have not been any time individually or collectively blacklisted or banned or de-listed by any Government or quasi Government

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

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

**341.** MDL being a Defence Organization, Bidder / Vendor / 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.

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

**A10. Blank**

**A20. SECURITY DEPOSIT**

**A21.** The successful bidder shall submit a Security Deposit @ 5 % of the contract / order value (excluding taxes, duties, freight, service component) of the Order in the form of Demand Draft / Bank Guarantee in the prescribed format in favour of Purchaser within 25 days from date of Contract. The Security Deposit will be returned only after the successful execution of the order / contract. Refund of Security Deposit whenever considered admissible by the Purchaser, shall be without interest only.

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

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

**A60. SUPPLIES**

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

**A70. PROGRESS REPORTING & MONITORING**

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

**A80. CANCELLATION OF ORDER**

**A81.** The Purchaser reserves the right to cancel an order forthwith without any financial implications on either side, if on completion of 50% of the scheduled delivery/Completion period the progress of manufacture/Supply is not to the satisfaction of Purchaser and failure on the part of the Bidder/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 Bidder/ Supplier/ Contractor.

**A90. # PRESERVATION AND MAINTENANCE**

**A91.** Should any material require any preservation till its final installation/fitment, the detailed procedure (Long term & short term) for the same as also the time of interval after which the state of preservation needs to be reviewed is to be stated by the Bidder/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 / Supplier / Contractor. In other agreed cases of Ex-works / Ex-Transporter's warehouse or Railway godown offers, the Bidder / Supplier / Contractor on dispatch, shall give details of materials with dispatch particulars and their value in time to Purchaser's Insurance Company on the contact details as provided in the order. In such agreed cases, the freight & insurance charges will be paid by the purchaser directly to the parties concerned.

**A102. For Foreign Bidders:** For overseas supplies on CIF port of dispatch basis, Transit Insurance shall be arranged by the Purchaser. The Bidder / Supplier / Contractor shall immediately on despatch of the items, inform all relevant details of despatch such as Order number, Bill of Lading/AWB number marked as Freight Paid, Insurance policy/document, number of packages, value of consignment, invoice number in time directly to Purchaser's Insurance company & Purchaser on the contact details as provided in the order. In 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. Where payment of Octroi duty is agreed to and stipulated in the Purchase Order / Contract, the same will be reimbursed by Purchaser at actual after receipt of Supplier's bills along with 'Original Octroi paid money receipt' and copy of Form 'B'. Octroi receipts are to be drawn/issued in the name of 'MAZAGON DOCK SHIPBUILDERS LIMITED' only. Similarly where payment of Custom duty is agreed to and stipulated in the Purchase Order / Contract, the same will be paid by the Purchaser on receipt of supplier's bills along with Custom Certified Duty Paid Challan-Money Receipt in original or carbon copy as relevant. These Challans/ Receipts, Bill of Entry are to be drawn/ issued in the name of 'MAZAGON DOCK SHIPBUILDERS LIMITED' only. Where payment of VAT is agreed to and stipulated in the Purchase Order / Contract, the same will be paid by the Purchaser. on the basis of Suppliers' TAX INVOICE wherein the VAT TIN Number and declaration in accordance with the provisions of Maharashtra Value Added Tax Act, 2002, is indicated in the Invoice and where payment of Central Sales Tax (CST) is agreed to, the Supplier will be paid CST on the basis of the Invoice indicating particulars of his CST Registration Number and such Invoice should also indicate the VAT TIN Number and CST Number of the Purchaser. Where Central Excise Duty is agreed to be paid by the Purchaser in the Purchase Order/Contract, the Suppliers will be paid Excise Duty claimed in the Invoice on the basis of Central Excise Invoice issued as per Rule 11 indicating the ECC/Excise Registration number to be enclosed along with Commercial Invoice/Tax Invoice. In the case of payment of Service Tax agreed to as per purchase order/contract, the same will be paid on the basis of Tax Invoice indicating the Service Tax Registration number and the category of service for which the contractor/Vendor is registered with the Service Tax Department. A copy of the Service Tax Registration certification will be submitted by the contractor/Vendor as a onetime requirement in support of the Registration number indicated in the Invoices. Based on requirement, the Vendor/contractor may be called upon to produce evidence of validity of the Service Tax Registration at any point of time during the currency of the contract.

**A120 DEMURRAGE**

**A121.** Storage and Demurrage charges will be payable by the Bidder / Vendor / Contractor for all shipments that reach purchaser without proper dispatch 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 / Supplier / Contractor shall unconditionally and free of cost to the Purchaser transfer information on technological developments / innovations / modifications which the Bidder/Supplier / Contractor would evolve in future (within 3 years) in relation to the supplied equipment. To enable this, the Purchaser's address shall be added to the Bidder / Supplier / Contractor's mailing list or database or any other document maintained for dissemination of product information and the Purchaser shall be informed of the action taken in this regard. If such improvements / modifications are brought in by the Bidder / Supplier / Contractor's Design Department in the course of manufacture of equipment ordered by the Purchaser, the Bidder / Supplier / Contractor shall incorporate such improved versions in the equipment without any extra cost to the Purchaser under Purchaser's prior consent.

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

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

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

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

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

**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 / INSURANCE COVER FOR FREE ISSUE MATERIAL**

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

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

**A191.** The Sub-contractor / Supplier / 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.

**A230. PREFERENCETIAL PURCHASE FROM MSE VENDORS – Not Applicable**

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

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

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**LOADING FACTORS**

A

Sr. No.	Description	
1	Basic price Quoted	a) Ex Works b) Delivered to MDL Stores
2	Add: insurance charges	In case of 1(a)
3	Add: Inland Road Transport	In case of 1(a)
4	Landed cost without loading	Sr.Nos.(1+2+3)

B **Financial Loadings**

5	Variation in payment Terms	
6	Landed cost with Financial Loadings.	Sr.Nos.4 + 5

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

7	Additional delivery period sought over stipulated period as per Tender	
8	Liquidated damages per week rate / maximum ceiling	
9	Warranty / Guarantee	
10	Landed cost to MDL after loadings on account of financial and commercial deviations.	Sr.Nos. 6+7+8+9

D **Landed Cost:**

11	Taxes & Duties	
12	Landed cost	Sr.Nos. 10+11