



**MAZAGON DOCK SHIPBUILDERS LIMITED**  
(A Government of India Undertaking)  
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**e- TENDER ENQUIRY (TWO- BID SYSTEM) FOR PURCHASE OF ITEMS**

**DIVISION-SHIP BUILDING**

**DEPARTMENT-MATERIAL PROCUREMENT:**

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|--|
| <b>Tender no.: GM(M)/SUS/2000006656</b>  |
| <b>Tender date: 28.04.2017 Tender Due Date: 19.05.2017 Time at: 1400 Hrs (IST)</b> |
| <b>EMD: Rs. 13,200/- (Rupees Thirteen Thousand Two Hundred Only)</b>               |

**MAZAGON DOCK SHIPBUILDERS LIMITED INVITES ON-LINE COMPETITIVE BIDS** from reputed Bidders / Vendors in **TWO BID SYSTEM (Part-I Techno Commercial Bid and Part-II Price Bid)** on our e-procurement portal, for the following Supplies:

**1. Description of work: Supply, Installation and Commissioning of following items:**

| <b>Sr. No.</b> | <b>Description of Item</b>                           | <b>Quantity required (Nos.)</b> | <b>Delivery period (Completion of complete scope including Supply, Installation &amp; Commissioning)</b> |
|----------------|--|---------------------------------|--|
| <b>1</b>       | Wind Driven Roof Ventilator (Material Group 0054601) | 30                              | Within 6 weeks from PO date  |
| <b>2</b>       | Fume Extractor (Material Group 0054601)              | 20                              | Within 6 weeks from PO date  |

**2. Technical Specifications & Scope of Supply:** Item Description, Quantity, schedule for order execution are as mentioned above in TEF clause No. 1.

**TECHNICAL SPECIFICATIONS & SCOPE OF SUPPLY**

| <b>Sr. No</b> | <b>Technical Description &amp; Scope of Supply</b>  |
|---------------|---|
| <b>1</b>      | <p><b>SUPPLY, INSTALLATION, &amp; COMMISSIONING OF WIND DRIVEN ROOF VENTILATORS.</b></p> <p><b>A. Aim:</b> MDL intends to replace the existing Motorised roof extractors fans (qty -25 Nos.) installed in w/s 'A' of East Yard by wind driven ventilators (qty -30 Nos.)</p> <p><b>B. Scope of work includes following activities.</b></p> <p>(i) Removal of existing 25 Nos. Fans and its wiring installed in w/s 'A'.</p> <p>(ii) Supply and Installation of 2mm Thickness FRP profile sheet with UV treated in place of old removed fans as described in Sr. No. (i) above.</p> <p>(iii) Supply, Installation and commissioning of 30 Nos. new wind driven ventilators in W/s A with UV treated FRP base plate.</p> <p>(iv) Joints to be applied with FRP lining / other suitable component to avoid rain water leakage.</p> <p><b>C. Dimensions of the workshop 'A'.</b><br/>Length: 55 Mtrs approx., Width: 24.4 Mtrs approx , Height: 27.5 Mtrs approx.</p> |

**D. Technical Specification of Wind Ventilator:**

| Sr. No. | Item                 | Technical Features.             |
|---------|----------------------|---------------------------------|
| 1       | MOC of Vanes         | Industrial High grade Aluminium |
| 2       | MOC of TOP plate     | Stain less steel                |
| 3       | Height of ventilator | 380 - 410 mm                    |
| 4       | No. of vanes         | 34-42 Nos.                      |
| 5       | Thickness of vanes   | 0.5 mm                          |
| 6       | No. of bearings      | 02 Nos.                         |
| 7       | Rivets               | Aluminium                       |

**E. General :**

- (i) Firm has to visit the site to see the quantum of work involved.
- (ii) Removal of existing motors, and supply of new fans along FRP sheet is in contractor's scope .Firm has to arrange all the tools, equipments etc required for installation of the fans.
- (iii) The installation of the wind ventilators should be leak proof. Final payment of the installation will be made after the leak proof test of all the fans.
- (iv) Firm has to provide GA drawing of the installation, after placement of order.

**F. MDL Scope of supply.**

MDL will provide following free of cost for the successful installation

- (i) Mobile Crane (Forklift, hydra) and EOT Crane available in w/s Á'
- (ii) Electrical supply.

**G. Safety Requirements:**

- (i) Contractor should engage only those workers who are qualified and experienced for the work to be done and for which contract has been awarded.
- (ii) Work should be supervised either by qualified engineer or by qualified authorized supervisor of the contractor.
- (iii) It is the responsibility of the contractor to ensure safe working of his workers while carrying out the work and should follow all Statutory Safety provisions and rules. Contractor should provide and ensure use of full harness Safety Belts , good quality leather Safety Shoes, Safety Helmets as per IS – 2925, Face Shield, Nose & Mouth Masks, good quality safety Goggles , Ear plugs , Welding Shields , Hand Gloves, etc . by workers for safe working. The contractor shall take all safety precautions and follow safety rules prevailing at MDL.
- (iv) Special precautions should be taken while working at height or handling of heavy jobs. Contractor should ensure that none of his worker works at a height without using safety belts. The contractor should supervise the work while working at height or handling of Heavy Plants & Equipment and should intimate in writing to concerned MDL Supervisor / Engineer before commencement of work.
- (v) Contractor should ensure that none of his employees work without safety shoes. No work should be allowed to work inside the MDL premises wearing slippers / chappals.
- (vi) Contractor workers should in no case operate MDL's E.O.T / Mobile Cranes / Jumbo / Fork Lift trucks/ and any of the Machine Tools & Equipments.
- (vii) The contractor shall be responsible for safety procedures strictly.
- (viii) In case of any Accident causing injury of casualty to any of Contractor's worker while carrying out the work, the complete responsibility lies with the Contractor. Contractor should ensure to provide immediate Medical help to his injured worker / workers and should provide Compensation as per Workmen compensation Act 1923 in case of injury or casualty causing out of accident while on work to his workers.
- (ix) All the employees of the contractor must follow the safety and security procedures of MDL.

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**SUPPLY & COMMISSIONING OF 110/230 VOLT FUME EXTRACTOR**

Technical specification are as follows:

- A. Electrical motor:2HP,2880 RPM,3 Phase,110 Volt,CFM:1180,50Hz,continuously rated,IP-44,reputed make.
- B. Motor and impeller: dynamically well balanced as one unit with test certificate.
- C. Base frame horizontal type
- D. Nozzel: 4 nozzel at both inlet and outlet side.
- E. Dampers: 3"dia.c class pipe of suitable length for hose and dampers for the suction and discharge sides.

|  |  |
|--|--|
|  | <p><b>F.</b> Lifting lugs:1/2"dia MS rod 2 nos only</p> <p><b>G.</b> Casting :2mm MS plate thickness</p> <p><b>H.</b> Starter: Mounted only of suitable rating, reputed make i.e. Siemens, L&amp;T etc</p> <p><b>I.</b> Wiring: Copper conductors PVC cable with flexible PVC conduit</p> <p><b>J.</b> Covers: enclosed to prevent water entry.</p> <p><b>K.</b> Speciality: Must have capacity to extract the gas flumes from 30m head.</p> <p><b>L.</b> Weight: 50-80kgs approx.</p> <p><b>M.</b> Sound level:60-65db normal industrial noise</p> <p><b>N.</b> Other related specification: As per ISI 4894-2987 for centrifugal fan</p> |
|--|--|

3. **Prequalification Criteria:**

Bidders should upload following documents along with Part-I (Techno-Commercial Bid)

3.1 **Technical Prequalification Criteria**

3.1.1 The bidder should be original manufacturer/authorized dealer of supply, installation & commissioning of various types of fans for different applications. OEM should have their own design department and OEM should have proven experience of supply, installation & commissioning of various types of fans for different applications.

3.1.2 The bidder should be provided assembly fitment & accessories with standard manufactures only.

3.1.3 The bidder as OEM or authorized dealer of OEM should have proven past experience in supply, installation & commissioning of various types of fans for different applications.

3.2 **Commercial Prequalification Criteria**

3.2.1 Bidders Company Profile and shop & establishment registration certificate/ registration certificate from local body for conducting business.

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

3.2.3 Audited / Certified Balance sheet, Profit / Loss account for past 3 years. In addition to that MSME firm should submit gross block of fixed assets for last financial year certified by CA.

3.2.4 The bidder should have a minimum average turnover of at least for **Rs. 3.30 Lakhs** during the last three years and shall submit last three years audited/certified balance sheet & profit/loss account. If any cash transaction is included in turnover (statement of profit & loss) the same will not be considered for turnover value.

3.2.5 The bidder should have executed orders of similar supplies with minimum value of at least for **Rs. 3.30 Lakhs** during the last three years and shall submit Purchase order copies and work completion certificate.  
Similar supplies defined as “supply, installation & commissioning of various types of fans for different applications” indicated at sr. no. 3.1.3.

3.2.6 Authorization/Dealership letter/certificate from the Principals, in case of bidding by representative of Overseas Bidders /OEMs. In this case Principal / OEM will be preferably considered for Order placement.

3.2.7 In case of agent/authorized representative quoting on behalf of their principal/overseas bidder/manufacture/OEM, then they shall fulfill the following conditions:-

3.2.7.1 Both (agent/authorized representative and principal/overseas bidder/ manufacturer/OEM) of them shall meet the prequalification criteria of average turnover of **Rs 3.30 Lakhs** for last 03 years

- 3.2.7.2 Both (agent/authorized representative and principal/overseas bidder/manufacture/OEM) of them shall meet the prequalification criteria of similar supplies of value of at least for **Rs. 3.30 Lakhs** during the last 03 years. However if principal/overseas bidder/manufacture/OEM is meeting this prequalification criteria in terms of order value & similar supplies but his agent/authorized representative has not executed similar type of work/supplies in the past and or has executed similar type of work/supplies (i.e in similar/inline product range) but is not meeting this minimum required order value, then order will be placed on their principal/overseas bidder/manufacture/OEM and agent/authorized representative shall provide consent of their principal/overseas bidder/manufacture/OEM along with their offer. Also if both agent/authorized representative and principal/overseas bidder/manufacture/OEM are not meeting this prequalification requirement then their offer is liable for rejection
- 3.2.7.3 The agent/authorized representative shall be in the business of similar product range / inline field.
- 3.2.7.4 In case of JV/MOU/LLP or any sort of consortium (Joint venture/Memorandum of Understanding/ Limited liability partnership) between firms and are or quoting jointly then they shall furnish authenticated legal agreement of JV/MOU/LLP, clearly defining the scope, role & responsibility of each firm involved in JV/MOU/LLP, power of attorney and details of financial understanding/ agreement/ responsibility. The firms undergoing JV/MOU/LLP shall have experience in similar field i.e similar product range/work required as per tender. The prime bidder who is bidding or submitting the offer out of the firm/s of JV/MOU/LLP or in the new name resulting of JV/MOU/LLP, then their offer or bid shall clearly mention the same. In case of JV/MOU/LLP, the prequalification criteria as defined at Para 2 & 3 above will be applicable and needs to be fulfilled.

In all above cases, the quote/offer shall be as a single point responsibility for whole scope of work (i.e right from design, supply of system/equipment till commissioning at MDL site).

**Note:**

1. Submission of documents mentioned above is mandatory for every bidder. Bidders need to submit supporting documentary evidence in support of the Pre-Qualification Criteria viz. Work Order, Work Completion Certificate issued by the party for whom the work is done.
2. Bidders registered with MAZAGON DOCK SHIPBUILDERS LIMITED should furnish copy of valid registration certificate and they are exempted only for submission of documents indicated 3.2.1 to 3.2.3.
3. MDL has a right to demand for hard copy of any of the above documents/ any other document & verify / cause verification of authenticity of the said documents whenever felt necessary or visit their site / works. Bidders shall comply with the same

4. **Validity Period:** Bids / Offers Shall have a validity period of **120 days** from the tender closing date. A bid valid for a shorter period will be liable for rejection by MDL as non-responsive.
5. **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.

5.1 **Part I Bid (Techno-Commercial bid)**

- 5.1.1 Detailed Technical offer for technical scrutiny along with point-wise acceptance or offered specifications against required specification. Technical details, catalogues, drawings, data sheets, calculations, as applicable to be enclosed/attached in attachment provision given online.
- 5.1.2 Bidders to carefully fill all listed online forms providing their comments/Acceptance/deviations, if any, in the space provided online against respective clauses of Tender terms & conditions (TEF), GT&C and STACS, Integrity Pact etc.
- 5.1.3 Pre-qualification documents as listed at Para 3 above.

- 5.1.4 Deviation Sheet if any, shall be uploaded on-line for TEF, STACS and GT&C.
- 5.1.5 Enterprises status (If any) to be indicated in Part-I: Micro/ Medium/ Small.
- 5.1.7 The scanned image of receipt of NEFT/RTGS/BG/Bid bond/Swift message towards Ernest Money Deposit as stipulated in TEF clause no. 6 shall be uploaded at Part-I tender stage.  
The original of the NEFT/RTGS/BG/Bid bond/ swift message shall be forwarded to GM (M) in sealed envelope super scribing Tender Enquiry No. and Due date, so as to reach within 7 MDL working Days from the tender closing date, addressed To,  
GM (M)  
II FLOOR MOGUL HOUSE  
SOUTH YARD  
MAZAGON DOCK SHIPBUILDERS LTD.  
DOCKYARD ROAD,  
MUMBAI- 400010.

**5.2 Part-II (Price Bid)**

- 5.2.1 The quoted rates by in INR on door delivery basis. Bidders quoting in currency other than INR will be liable for rejection.
- 5.2.2 Bidder to fill their prices online, strictly, in the online price bid form only. Prices & other charges (as listed in form) to be entered/filled in the applicable head/cell/columns only, as prices in wrong head/cell/column which are not applicable to you (bidder) will finally affect your (bidders) total landed cost & accordingly ranking. Wherever any charges from the listed charges are not applicable to bidder, then 'zero' to be entered in that respective head/cell/column.

Refer 'Illustrative format and guideline" at **Enclosure-1** for quoting prices in online price bid form.

- 5.2.3 In case of any discrepancy in the Blank Rate Schedule Format and actual On-line Price Bid after opening of the Price Bids, the details (Taxes, duties and any charges) mentioned in the On-line Price bid shall prevail over the details in blank rate schedule format

- 5.3 Bidders in their own interest are requested to upload their bids well in advance of tender closing date to avoid the last minute difficulties in uploading the bids
- 5.4 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.
- 5.5 No Exemptions towards Excise duty, Custom duty and Octroi duty is applicable & hence no exemptions certificates will be issued. Hence bidder should consider these taxes & duties whichever is applicable, while quoting. Bidders quoting on behalf of overseas principals should quote in INR (Indian Rupees) on FOR, Door delivery basis, with their principal's authorization letter.

**6. Earnest Money Deposit (EMD) / BID BOND:**

- 6.1 Bidders shall have to make payment towards **EMD amount of Rs. 13,200/- (Rupees Thirteen Thousand Two Hundred Only)** in the form of 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 drawn in favor of MAZAGON DOCK SHIPBUILDERS LIMITED, Mumbai from the list of Banks approved by SBI / Canara Bank published on MDL Website or bid bond/ swift message of equivalent foreign currency for foreign bidders shall be forwarded GM (M) in sealed envelope super-scribing Tender Enquiry No. and Due date, so as to reach us within 7 MDL working days from the tender closing date. The scanned image of NEFT/RTGS/ BG /Bid bond/swift message shall be uploaded at Part-I tender stage. The bid bond / Bank Guarantee should be valid for 120 days from the tender closing date. Similarly authorized Indian agent can submit BG from bank as per list of banks approved by SBI / Canara bank as bank of international repute published on MDL website on behalf foreign bank. Bidders to advise their bank/banker to send EMD directly to commercial department or through SWIFT to dispense with additional step of verification of authenticity of signatories. In case of EMD transmitted through SWIFT, it shall be the responsibility of the bidder that he directs the receiving banker to forward the message duly authenticated to the concerned commercial officer mentioned in the tender. Bids without EMD, other than those who are exempt 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.

6.2 **EXEMPTION FROM SUBMISSION OF EMD/BID BOND:** Following bidders shall be exempt from submission of EMD/Bid Bond;

6.2.1 State & central Government of India departments, Public sector Undertakings.

6.2.2 **Firms registered with MAZAGON DOCK SHIPBUILDERS LIMITED (MDL) for the items for which the offer is being submitted (i.e. Material Group - 0054601).** 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 process of obtaining MDL registration will not be considered for EMD exemption.

6.2.3 Firms registered with NSIC under its "Single Point Registration Scheme" Exemption will apply only to items /services for which they are registered with NSIC). To qualify for EMD exemption, Firms should necessarily upload VALID copy of the registration certificate issued by NSIC in part-I offer / Bid. Firms in process of obtaining NSIC registration will not be considered for EMD exemption.

6.2.4 Firms registered with Micro and Small Enterprises (MSEs). To qualify for EMD exemption, firms should necessarily upload VALID copy of the registration certificate from the competent authority regarding their Micro/ Small Industry status in Part-I offer/bid"

## 7. Bid Rejection Criteria;

7.1 Following bids shall be **categorically** rejected;

7.1.1 Bids received without EMD (other than those who are exempt from payment of EMD), as specified in the tender

7.1.2 Bidders not agreeing to provide assistance for installation, Testing, Commissioning &

- other such Technical activities of equipment supplied by them.
- 7.1.3 Bids received in any form other than through e-Portal
- 7.1.4 In case of e-tenders, if the date of issue of EMD BG is later than the tender closing date.
- 7.2 Following bid rejection criteria may render the bids **liable** for Rejection
- 7.2.1 Bidder's failure to submit sufficient or complete details for evaluation of the bids within the given period.
- 7.2.2 Incomplete / misleading / ambiguous bids in the considered opinion of TNC.
- 7.2.3 Bids with technical requirements and or terms not acceptable to MDL / Customers / External agency nominated as applicable.
- 7.2.4 Bids received without 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 Bidders not agreeing to supply spares / post sale product support / post work completion support.
- 7.2.7 Unreasonably longer delivery period quoted by the firm
- 7.2.8 Validity period indicated by bidders is shorter than that specified in the tender enquiry.
- 7.2.9 Bidders not agreeing to furnish required Security Deposit / Required Contract Performance Guarantee till completion of the supplies / services as per contract.
- 7.2.10 Bidders not agreeing to furnish Performance Bank Guarantee for Equipment supplied / Services rendered or not agreeing for retention of equivalent amount by MDL up to the period till completion of contractual & Guarantee / Warranty obligations.
- 7.2.11 Offers received from OEM/Principal in addition to their authorized representative/ Dealers or OEM/Principal authorizing more than one representative for quoting against same tender, MDL at his discretion may reject all offers (i.e offer of OEM/ Principal and all their authorized representative/Dealers) or may consider offer of OEM/Principal only
- 7.2.12 In case of e-tenders, the original of the uploaded copy of EMD BG if received after seven days of the tender closing date.
- 7.2.13 MSE bidders fail to submit the declared information for UAN registration declaration found wrong for UAN registration.

**8. Pricing:** The prices quoted shall remain firm and fixed during the currency of the order. Bidder shall quote the prices of all items / services listed in the price sheet format of the tender enquiry for delivery of the items in MDL store / completion of the work at MDL site. The prices quoted shall remain firm and fixed during the currency of the order / contract unless agreed otherwise by MDL

**9. Terms of Payment:** - MDL does not pay any advance Payment to bidders.

Payment for the 100% value of the order, as reduced by any deductibles and/ or the amount leviable towards liquidated damages, if any and after including taxes, duties, octroi, service tax etc. as may be payable through RTGS /NEFT/ECS between 25 to 30 days after receipt of complete set of the items / Equipment & installation/commissioning of the same, work completion certificate etc as per the ordered terms and against submission of documents in Triplicate including Delivery challan(s), Release note from the nominated Inspection Agency, Test reports / Certificates, Packing Lists, Invoice, Performance Guarantee, Storage / Preservation / Demonstration / Maintenance Procedures & other Technical documentation in requisite sets as relevant. Bidders shall furnish all the necessary details like name of the bank / branch, branch code No, bank account no in their technical bid as per the RTGS/NEFT/ECS format provided with the tender enquiry.

**Important Note:**

If the site is not ready or installation/commissioning is not possible due to any reason attributable to MDL and as certified by an officer from the user department in the rank of CM or above, payment for the 70% of the supply value (Cost of Material with 100% Taxes), as reduced by any deductibles and/or the amount leviable towards liquidated damages, if any may be payable through NEFT/RTGS within 25-30 days after receipt of complete set of the items / Equipment, spares and against submission of documents in Triplicate including Delivery challan(s), Pre-dispatch inspection report if applicable and receipt inspection & acceptance report, Test reports / Certificates if applicable, Packing Lists, Invoice, Storage / Preservation / Maintenance Procedures & other Technical documentation in requisite sets as relevant.

Balance payment will be released after successful installation, commissioning, testing/trial, training and against work completion certificate duly certified by an officer in the rank of CM or above of the user department and submission & subsequent confirmation of performance bank guarantee for 10% of the total order value excluding taxes, duties & freight etc.

- 10. Guarantee/Warranty:** The supplied items shall be warranted for **12 months** from the date of installation. The Valid Warranty certificate must be submitted.  
During this period, all defects arising out of defective material and faulty workmanship will be rectified by repairing or replacing part or whole material as necessary, free of charge on door delivery basis. Any consequential damage/defect or loss of items due to poor workmanship/poor material quality/negligence etc. attribute to the bidder to be rectified/ replaced by the bidder free of cost.
- 11 Delivery Period / Completion Schedule and Delivery Term: -**  
The entire scope of work i.e Supply and Installation is to be completed within 06 weeks from the date of receipt of PO.  
**Delivery Term:** Door Delivery/FOR, MDL East Yard Stores.  
**1) Supply:** Door Delivery/FOR, MDL East Yard Stores.  
**2) Installation & Commissioning:** At MDL site.
- 12 Security Deposit (SD):** The successful bidder/s shall have to submit Security Deposit for an amount of 5% of the Order value excluding taxes, duties, freight etc. electronically through NEFT / RTGS or in the form of Bank Guarantee drawn in favor of MAZAGON DOCK SHIPBUILDERS LIMITED, Mumbai from the list of Banks approved by SBI / Canara Bank published on MDL Website within 25 days from the date of Order & must be valid up to contract period plus one month. No interest will be paid on Security Deposit. 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, and MSME etc. In case of failure to submit Security Deposit within 25 days from the date of order placement, 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 order is fully executed within 25 days from the date of purchase order, submission of security deposit is not applicable. For delayed period of submission of SD beyond 25 days from date of order, bidder has to pay applicable interest. In case the bidder is Indian Public Sector Unit, they shall submit the indemnity bond instead of Security Deposit. Bidders may advise their bank/banker to send BG directly to commercial department or through SWIFT to dispense with additional step of verification of authenticity of signatories. In case of BG transmitted through SWIFT, it shall be the responsibility of the bidder that he directs the receiving banker to forward the message. For delayed period of submission of SD beyond 25 days from date of order, interest will be recovered as mentioned below;  
For Indian suppliers, it will be SLR plus 2%.
- 13 Performance Bank Guarantee (PBG):** The Successful bidders will have to submit PBG in the prescribed format from the list of Banks approved by SBI / Canara Bank published on MDL Website for 10% of the Order value excluding taxes, duties, freight etc., along with supply of machine/item/equipment, valid for 13 months (validity 12 months + 1 month claim period) and to be extended till completion of warranty period+ 1month or offer your consent to MDL for retention of 10 % of order value towards PBG. Bidders may advise their bank/banker to send BG directly to commercial department or through SWIFT to dispense with additional step of verification of authenticity of signatories. In case of BG transmitted through SWIFT, it shall be the responsibility of the bidder that he directs the receiving banker to forward the message duly authenticated to the concerned commercial officer mentioned in the tender.
- 14 Bidder shall abide by all Standard Terms and Conditions of Supply (STACS), GT&C and Acceptance formats as per Enclosures 2 & 3 contained therein should be properly filled, signed and returned by the**



bidder along with techno-commercial (Part-I) bid. The bidder shall also abide statutory requirements, Official Secret Act 1923 and Safety clause as per Enclosure-10.

**15 Taxes & Duties:-**

- 15.1 The 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
- 15.2 The rate sheet to be enclosed with the tender will indicate the rates under each tax head viz.:
- a. Excise Duty.
  - b. Education Cess, if included.
  - c. Central Sales Tax. (CST)
  - d. Value Added Tax. (VAT)
  - e. Octroi, if included.
  - f. Taxes on Commissioning/Installation charges.
- 15.3 Suppliers / bidder 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.
- 15.4 Wherever all inclusive prices are quoted by the bidder(s) without bifurcation of tax elements, no escalation shall be considered in respect of any variations in statutory levies arising subsequently because of the absence of required base figures in the purchase order / contract.
- 15.5 We will give the following certificate for Purchase of these items against this tender.  
\* Issue of 'C': Form w.r.t Sales tax.
- 15.6 No Exemptions towards Excise duty, Custom duty, Octroi duty is applicable & hence no exemptions certificates will be issued. Hence bidder should consider these taxes & duties whichever is applicable, while quoting. Bidders quoting on behalf of overseas principals should quote in INR (Indian Rupees) on FOR, Door delivery basis, with their principal's authorization letter.

**16 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-5:**

- 16.1 It is desirable that the bidder accepts the Payment Terms indicated in clause 9 above. Varied payment terms quoted by bidders as compared to the terms stated in the Tender document shall be normalized by applying S.B.I. Prime Lending Rate (prevailing at the time of opening of Price bid) plus 2% p.a. rate of interest for the period at variation. (For Indigenous bidder.
- 16.2 Delivery of the goods at MDL premises should be the responsibility of the vendor. However, for unavoidable reasons, if bids are exclusive of transport and/or insurance, the same will be loaded at the cost to be incurred by MDL.
- 16.3 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.
- 16.4 Deviations sought in respect of Liquidated Damages (L D) Deviations sought in respect of rate per week and / or maximum ceiling in respect of liquidated damages shall be loaded to the quoted price. For 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.

16.5 Deviations in respect of the period of Warranty shall be loaded to the quoted price @ 0.25% per month or part thereof. This does not arise if the bidder quotes additional price for the differential period.

16.6 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.

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

Ranking of price bids shall be done on **item-wise** L1 basis with inclusive of all taxes, duties and levies etc.

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

**Note:**

1. If Service Component exists in an offer from a foreign vendor, then Tax Residency certificate (TRC) should be submitted with Part I offer. If no TRC is submitted, then the enhanced Income Tax rate and Service Tax thereon will be considered while determining L-1.

2. In case of Foreign supplier the basic cost (CIF) shall be the basis for comparison of quoted price. Custom Duty, Custom clearance, Port handling, transport charges to the yard, octroi charges will be added to CIF cost for determining L1 bidder.

**3. Techno-Commercially Qualified item-wise lowest bidder inclusive of all taxes, duties & levies will be considered for the placement of order.**

4. On-line Ranking visible to the bidders after opening part II price bid is without loading parameters. However the L1 bidder will be evaluated offline after consideration of all applicable loading parameters as mentioned in the tender document and commercial terms.

5. In case of any discrepancy in the Blank Rate Schedule Format and actual Online Price Bid after opening of the Price Bids, the details (Taxes, duties and any charges) mentioned in the On-line Price bids shall prevail over the details in blank rate schedule format.

**18 Consignee:** The Successful bidder/s shall arrange dispatch of goods by appropriate Rail / Road / Sea / Air transport mode as per the order to **EAST YARD STORES'** and further to User dept. on working days (Monday to Friday) between 8.00 hrs to 15.00 hrs (Lunch Time 11.30 to 12.00 hrs) .In case truck/tempo reaches our yard beyond above time the same may be retained over night at your risk & cost. Unloading and stacking the receipt store shall be to bidders account.

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

**19 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.

**20 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 hours in his office on 6<sup>th</sup> floor , Mazdock House Building, MAZAGON DOCK SHIPBUILDERS LIMITED, Dockyard Road, Mumbai - 400010 (022 – 23762121 , 23759793) or send their complaints / grievances to him in writing for redressal.

**21 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.

- 22 **Liquidated Damages:** Time is an essence of the contract therefore the job, as ordered (Complete Scope of supply), should be completed on the dates mutually agreed upon in accordance with the **delivery/completion schedule**. In cases of delay not attributable to Purchaser beyond the agreed schedule, the Successful bidder shall pay liquidated damages, a sum representing 0.5% (Half per cent) per week or part thereof, subject to maximum of 5% of the final Order / Contract value.

Vendor / Contractor (Seller) will also be liable to pay Liquidated Damages for late delivery of Manuals, Drawings and Documentation as agreed to by Purchaser and Vendor / Contractor (Seller) and as stated in the Purchase Order. The amount of such damages will be clearly defined in the Purchase Order and may extend up to 5% of the Order Value.

Date of successful completion of **entire scope as mentioned in tender/order** (including, supply, installation / erect, testing, commissioning and training, submission of documents, etc.) shall be considered as date of delivery for purpose of levy of liquidated damages unless specifically mentioned otherwise.

In case of any delay attributable to MDL as certified by the officer in the rank of Chief Manager and above from the concerned department, such period will not be considered for the purpose of levy of liquidated damages.

Part levying LD on item-wise and/or quantity-wise may be considered at the sole discretion of MDL. However, request for levying of LD on activity basis (i.e. separately for receipt of item in MDL, installation & commissioning, training, submission of documents, etc.) shall not be considered.

- 23 **Hindrance Register:** All hindrances with date of occurrences and removal shall be noted in the Hindrance Register. The Hindrance Register shall be signed by the reps of both MDL as well as Contractor.

24 **Assistance for Installation & other Technical activities:**

- a. Services of engineers/Manpower in connection with assistance of delivery, loading/unloading, installation, setting-in-work, testing, tuning, commissioning, training to be considered in the scope of supply.
- b. All machinery, equipments, Oxygen/other fuel gas for cutting, fork lift, welding, Tools & Tackles, accessories, spares, Chemicals, consumables, Special tools, Fixtures and tackles, Workshop and fabrication shop, Calibration facility and Local transportation, storage & preservation materials, Ist fill of Oil, lubricants, grease & other resources etc. required for Installation, commissioning work to be arranged by contractor. Space, water, compressed air, Crane Facility & Power will be provided by MDL.
- c. The entire maintenance / repair job shall be carried out by experienced service engineers & technicians. The supply of all necessary tools, tackles and instruments required for the preventive and breakdown maintenance of the equipment covered by this contract shall be in contractor's scope. No sub-contracting will be allowed.

25 **Spares / Post sale product support: NA**

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

26 **Inspection -**

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

within shortest possible time.

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

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

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 <http://eprocuremdl.nic.in>

Training program 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, Mb No: 9022422364, ASP on email id: [eproc-support@gov.in](mailto:eproc-support@gov.in), Ph no. 0120-4200462, 0120-4001002

Bidders intending to witness the Tender opening shall log on to <http://eprocuremdl.nic.in> using digital signatures for witnessing the opening

28 MDL reserves the right to consider placement of Order in part or in full against the tendered quantity.

29 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.

30 In case Indian representative of overseas bidders are participating on behalf of their principal, an Authorization letter from their principal stating, “they are authorized to quote on behalf of their principal to this tender” should be uploaded with Part-I bid.

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

32 Invoices should be submitted immediately within two to three MDL working days (preferably the invoices should accompany supply) 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.

33 The contract will be governed by STACS and General Terms and conditions while executing work. In case of discrepancy, clauses mentioned in Tender, Technical Scope and Rate sheet will override the clauses mentioned in other annexure including STACS & GT&C.

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

35 **Purchase Preference: Applicable**

Micro & Small Enterprises (MSEs) bidders will be considered for the supply of 20% of requirement in case of emerged L-1 bidder is other than MSEs and MSEs bidder/s quoted prices are in the bracket of L1+15% and agree to match with L-1 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 MSE vendors.

Bidders registered with MSE shall indicate the Enterprises status to be indicated Micro / Small as relevant.

- 36 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**,

Sagar Shende,  
Manager (C-MP)

|   |   |    |   |   |
|---|---|----|---|---|
| Enclosure   | - | 1  | : | Illustrative format & guideline for quoting prices in online Price Bid. |
| Enclosure   |   | 2  |   | Instruction for e-tendering.  |
| Enclosure   | - | 3  | : | Standard Terms & Conditions (STACS)                                     |
| Enclosure   | - | 4  | : | General Terms & Conditions (GT&C)                                       |
| Enclosure   | - | 5  | : | Loading Factors   |
| Enclosure   | - | 6  | : | Bank Guarantee Format for EMD   |
| Enclosure   | - | 7  | : | Bank Guarantee Format for SD  |
| Enclosure   | - | 8  | : | Bank Guarantee Format for PBG   |
| Enclosure   | - | 9  | : | MDL bank details for NEFT/RTGS EMD/SD transfer                          |
| Enclosure   | - | 10 | : | Statutory requirements, Official Secret Act 1923 & Safety clause*       |
| Note: * These documents to be down loaded from our Website. (www.mazdock.com Path → Tenders → Ship Building-Material Purchase → SB-MP STACS/Formats ) |   |    |   |   |

**Illustrative format & guideline for quoting prices in online Price Bid**

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

|   |                             |
|---|-----------------------------|
| Item Sr. no.  | 1 and 2                     |
| Material Description                                      | As per clause No 1          |
| Quantity  | As per clause No 1          |
| Unit of measurement                                       | Number                      |
| Currency  | INR                         |
| BASIC UNIR RATE (To be entered by the Bidder in INR only) | To be quoted                |
| Packing & Forwarding Charges Per Unit on Basic (in %)     | To be quoted                |
| Excise Duty Including CESS on ED (in %)                   | To be quoted                |
| VAT /CST (in %)   | To be quoted                |
| Delivery charges per Unit on Basic (in %)                 | To be quoted                |
| Insurance Charges Per Unit on Basic (in %)                | To be quoted                |
| Octroi Charges (in %)                                     | To be quoted                |
| Installation / Commissioning / STW charges Per Unit       | To be quoted                |
| Service tax on Installation / Commissioning / STW/ (in %) | To be quoted                |
| Inspection/Testing charges Per Unit                       | To be quoted, if applicable |
| Service tax on Inspection/ Testing charges (%)            | To be quoted, if applicable |
| Other Charges Per Unit (if any)                           | To be quoted, if applicable |

**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**  
Mr. Akshay Vichare  
Contact no. 022-23763251  
NIC,  
E-mail: eproc-support@gov.in  
Office Ph. No.: 0120-4200462, 0120-4001002, Ph. No.: +91-8826246593
  - **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 III 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.
  - **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 III 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.



## 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 FOR RANKING OF BIDS**  
**(ILLUSTRATIVE FORMAT)**

A

| Sr.No. | Description   | Supplier with part Import Content         | Supplier without Import Content           |
|--------|---|---|---|
| 1      | Basic price Quoted  | a) Ex Works<br>b) Delivered to MDL stores | a) Ex Works<br>b) Delivered to MDL stores |
| 2      | Add: insurance charges  | 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)                           |
| 4      | Customs Clearance / Port Handling / Transportation to Yard                    | NIL                                       | NIL                                       |
| 5      | Cost (ex-MDL) excluding taxes & duties without loading towards any deviations | Sr. Nos. (1+2+3)                          | Sr.Nos. (1+2+3)                           |

**B Loading due to variations in Financial Term.**

| Sr.No. | Description  | Supplier             |
|--------|--|----------------------|
| 6      | Variation in payment Terms   |                      |
| 7      | Income Tax & Service Tax on Technical Services / Service engineers liability to MDL.   |                      |
| 8      | Production Norms such as Scrap %, output-input ratio                                   |                      |
| 9      | Base date for price variation clause   |                      |
| 10     | Cost (ex-MDL) excluding taxes & duties after loading for variations in financial term. | Sr. Nos. 5 + 6+7+8+9 |

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

| Sr.No. | Description   | Supplier                            |
|--------|---|-------------------------------------|
| 11     | Security Deposit / Contract performance guarantee.  | Mandatory                           |
| 12     | Equipment Performance guarantee   | Mandatory                           |
| 13     | Additional delivery period sought over stipulated period as per Tender  |                                     |
| 14     | Additional time sought for supplying binding data.  |                                     |
| 15     | Liquidated damages per week rate / maximum ceiling  |                                     |
| 16     | Warranty / Guarantee  |                                     |
| 17     | Cost (ex-MDL) excluding taxes & duties after loading for variations on account of financial and commercial terms. | Sr. Nos. 10 +11+ 12 +13 +14 +15 +16 |

**D. Landed Cost:**

| Sr.No. | Description    | Supplier     |
|--------|----------------|--------------|
| 18     | Taxes & Duties |              |
| 19     | Landed Cost    | Sr.Nos.17+18 |

**PROFORMA BANK GUARANTEE FOR BID BOND / EMD****(On Non-Judicial stamp paper of value Rs. 100/-)**

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

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

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

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

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

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

7. Notwithstanding anything contained herein above:

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

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

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

of .....

For ..... Bank

(by its constituted attorney  
or the person authorized to sign)

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

**PROFORMA BANK GUARANTEE FOR SECURITY DEPOSIT (ILLUSTRATIVE FORMAT)**  
**(On Non-Judicial stamp paper of value Rs. 100)**

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 fulfilment and performance of the said order, We, ..... Bank having office at ..... (hereinafter referred to as "the Bank" which expression shall includes 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-fulfilment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.

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

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

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

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

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

**PROFORMA BANK GUARANTEE FOR PERFORMANCE (ILLUSTRATIVE FORMAT)**  
**(On Non-Judicial stamp paper of value Rs. 100/-)**

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

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

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

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

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

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

7. Notwithstanding anything contained herein above:

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

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

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

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

IN WITNESS WHEREOF the Bank has executed this document on

this..... day of .....

For ..... Bank

(by its constituted attorney)

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



**Electronic Payment Mandate Form**  
**(MDL Bank details)**

|  |   |
|--|---|
| Name of the Company/Firm   | Mazagon Dock Shipbuilders Limited                         |
| Address with Phone no.   | Dockyard Road, Mumbai – 400010                            |
| E-Mail ID  |   |
| Phone No.  | +91 22 23745310   |
| Fax No.  |   |
| <b>Particulars of Bank Account</b>   |   |
| Name of the Bank   | State Bank of India                                       |
| Name of the Branch   | Mazagon Dock Mumbai Branch                                |
| Branch Code  | 9054  |
| Bank IFSC / NEFT Code  | SBIN0009054   |
| Bank Address   | MBPT Workshop building, N.V Nakhwa Road, Mazagon - 400010 |
| City Name  | Mumbai  |
| Telephone No. of Bank  | +91 22 23752802   |
| 9 digit code no. of bank & branch appearing on the MICR cheque issued by your bank | 400002120   |
| Type of Account  | Current Account   |
| Account No.  | 10005255246   |
| Income Tax PAN No.   | AAACM8029J  |