



माझगांव डॉक शिपबिल्डर्स लिमिटेड
(भारत सरकार का उपक्रम)
MAZAGON DOCK SHIPBUILDERS LIMITED
(Formerly known as Mazagon Dock Limited)
(A Govt. of India Undertaking)
CIN: U35100MH1934GOI002079
Dockyard Road, Mumbai 400 010
Website- www.mazdock.com
Certified - ISO 9001: 2008 for Shipbuilding Division

/Tender No 1200001161
/Purchase Exec. Ganesh L. Fakatkar
/To

/Department EY COMMERCIAL
/Purchase Exec. Ganesh L. Fakatkar
./Telephone No 23763585
./Fax No 23741386
- /E-Mail glfakatkar@mazdock.com

./Tender No 1200001161
/ Tender Date 12.05.2017
/Tender Closing Date 17.05.2017
/Tender Closing Time 15:00:00
./RFQ No 2050001277

./Telephone
./Fax
- /E-Mail

/Tender Fee /Rs 0.00
/EMD Amount /Rs 0.00
/Pre Bid Meeting Date & Time ,00:00:00
/Tender Opening Date & Time ,00:00:00
/Offer should be valid up to
/Security Deposit 0.00 % /PO value
/Perf. Bank Guarantee 0.00 % /PO value

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

/ Dear Sir/Madam,
/SUB:- PROCUREMENT OF WT SUPRA OIL (MU34) FOR P75

Mazagon Dock Shipbuilders Limited (MDL) invites Competitive – Bid from reputed Supplier for the following in TWO BID system (Part - Techno - Commercial Bid & Part - Price Bid).

| SL.No. | Material / Service Details | Quantity / unit | Delivery Date |
|--------|------------------------------------------------------------------------------------------------|-----------------|---------------|
| 00010 | / Material Number :- 350000000000046884 WT SUPRA OIL /Material Description :WT SUPRA OIL | 210 Liter | 31.05.2017 |

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

/For Mazagon Dock Shipbuilders Ltd

PART – A
(TENDER ENQUIRY FORM)

MAZAGON DOCK SHIPBUILDERS LTD (Purchaser / Buyer) INVITES COMPETITIVE BID through Sealed Envelop in SINGLE BID SYSTEM for the following supply **from Indian Vendors** (Suppliers/ Bidders/Contractors) **who qualifies any one of the following pre qualification criteria:**

- a. Bidders registered with MDL (with valid registered certificate) for items which are similar to those in Scope of Supply.
- b. Bidders who have already supplied similar items to MDL or any other organization earlier.
- c. OEM of the Make specified in the Scope of Supply.
- d. Authorized Dealer / Distributor of Make specified in the Scope of Supply.

1. Description of Work / Supply / Services:

Procurement of 'WT Supra Oil (MU34) FOR P 75 as given below:

| Sr. No | Description & Specification of Item | Unit | Quantity Required |
|--------|-----------------------------------------------------------------------------|-------|-------------------|
| 010 | Material Number:- 350000000000046884 Material Description : WT SUPRA OIL | Liter | 210 |

Documentation: Certificate of Conformity, Shelf Life Details, and Material Safety Data Sheet etc will be part of documentation and to be submitted along with the item.

2. Validity Period:

Bids / Offers shall have the validity period of 60 Days from the tender closing date. A bid valid for a shorter period will be rejected at the discretion of MDL.

3. Submission of offer in Single Bid System:

Offer must be submitted in Single bid and including following documents:

- i. PRICES (Rate Sheet) for items quoted strictly in the prescribed format provided at Enclosure-01.
- ii. Documents to fulfill any one of the pre-qualification criteria mentioned below:

| Sr No | Prequalification Criteria | Prequalification Documents |
|-------|-------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a) | Bidders registered with MDL for items which are similar to those in Scope of Supply. | a. Valid registration certificate as on tender date for items which are similar to those in Scope of Supply. |
| b) | Bidders who have already supplied similar items to MDL or any other organization earlier. | a. Signed order copies for similar supplies b. Valid Shop & Establishment registration certificate / registration certificate from local body for conducting business/ Certificate of Incorporation. |
| c) | OEM of the Make specified in the Scope of Supply | a. Valid Shop & Establishment registration certificate / registration certificate from local body for conducting business/ Certificate of Incorporation. |
| d) | Authorized Dealer / Distributor of Make specified in the tender enquiry | a. Valid Dealer / Distributor certificate issue by OEM b. Valid Shop & Establishment registration certificate / registration certificate from local body for conducting business/ Certificate of Incorporation. |

- iii. Bidder's Statement on their Company Letterhead indicating Tender No, Tender Date, confirming compliance and acceptance on the Scope of Supplies and other Terms and Conditions as included in this tender enquiry, duly signed, stamped and dated by bidder's authorized person(s).
- iv. Acceptance on clauses of Tender Enquiry Form, STACS and GT&C 'Accepted OR Not Accepted OR Deviation' as applicable for each of the clauses at tender (**Enclosure 03, 04 & 05 respectively**).
- v. Material Safety Data sheets of the offered material and / or Technical Manual.
- vi. Deviation sheet as per **Enclosure-06**.
- vii. Bank details for payment by NEFT in the format provided at **Enclosure-09**. Foreign bidders will provide their Bank details separately.
- viii. Bidder to submit List of Documents and Certificates those will be provided along with item(s) as per Enclosure-10.
- ix. Bidder to submit format of End User Certificate at **Enclosure-11**, in case required by the bidder.
- x. Bidder to submit Shelf life details as per **Enclosure-12**.
- xi. Conformity matrix as per **Enclosure-14** completely filled, signed & stamped.

4. Bid rejection criteria:

a. Following Bids shall be Categorically Rejected:

- i) Bids received after tender closing date and time.

b. Following bid criteria shall also render the bids Liable for Rejection:

- i) Bidder's failure to submit sufficient or complete details for evaluation of the bids within the given period depending on the deficiencies noticed in the drawings / technical data which shall not however conflict with validity period.
- ii) Incomplete / misleading / ambiguous bids in the considered opinion of TNC.
- iii) Bids with technical requirements and or terms not acceptable to MDL / Customers / External agency nominated as applicable.
- iv) Unreasonably longer delivery period quoted by the firm.
- v) Validity period indicated by bidders is shorter than that specified in the tender enquiry.

5. Delivery Period / Work Completion Schedule:

Indicative Time Schedule for arrival of ordered material in MDL, Mumbai for boat-2 is as below:

| Sr No | Description & Specification of Item | Unit | Quantity Required | Desired time for Arrival of material in MDL, Mumbai |
|-------|-----------------------------------------------------------------------------|-------|-------------------|-----------------------------------------------------|
| 010 | Material Number:- 350000000000046884 Material Description : WT SUPRA OIL | Liter | 210 | 07 Days from Order date |

Note: You are requested to confirm the delivery schedule in the offer. In case the proposed delivery schedule is unable to achieve, you shall submit minimum delivery lead time from date of placement of order.

6. Pricing:

Bidder shall quote firm & fix prices for the delivery. Any variation of prices in form of price variation formula or clause linking with any metal index will not be accepted in % of basic price in techno commercial bid and in price bid.

Bidder shall quote the price of item listed in the price sheet format of the tender enquiry for delivery of the item in MDL store.

Note: Price variation clause is not applicable.

7. Terms of Payment: - (No advance in any manner will be paid by MDL to the supplier).

Payment terms shall be as under:

Full payment for the value of supply, as reduced by any deductibles and/or the amount leviable towards liquidated damages if any, will be made through NEFT/RTGS between 25-30 days after the receipt and acceptance of material and three sets of following documents by MDL QA, & SOT (IN):

- i. Set of Original+2 copies of signed Invoice showing item description & price as per order.
- ii. Delivery challan duly acknowledged by MDL stores.
- iii. Set of Original+2 copies of Warrantee Certificate as per **Enclosure-07**.
- iv. Set of Original+2 copies of Certificate of Conformity as per **Enclosure-08** and other standard manufacturer test certificate, if any.
- v. Original + 2 Copies of Shelf life Detail as per **Enclosure-12**.

8. Bidder shall abide by all Standard Terms And Conditions (STACs), TEF and GT&C Acceptance formats as per **Enclosures 4, 3 & 5** respectively contained therein should be properly filled, signed by the bidder along with techno-commercial bid. The bidder shall also abide statutory requirements, Official Secret Act 1923 (**Enclosure-16**) and Safety clause as per details mention on MDL website.

Bidder(s) to also note that deviations taken by them if any, but not appearing or listed in the Deviation sheet (**Enclosure-6**) format WILL NOT BE CONSIDERED LATER BY MDL.

9. Taxes& Duties:

You are required to quote the amounts of taxes and duties as applicable, separately, duly indicating the base amount(s) and the applicable rate(s), under each of the heads indicated above. Wherever exemption certificates are issued, no liability for payment of taxes and duties arises and hence taxes and duties shall not be reimbursed/ allowed.

Supplier will not be entitled to any increase in rate of taxes occurring during the period of extended delivery 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.

In absence of any such stipulation in the bid, it will be considered that the prices quoted by the bidder are inclusive of Taxes & Duties and no separate liability for payment of Taxes & Duties will devolve upon MDL. Duties will not be reimbursed wherever exemption certificates are issued by MDL.

Exemption certificate

Depending up on the MDL agreement/contract with the customer, the following certificates will be given upon specific request & submission of relevant details by the bidder at least 2 to 3 days in advance:

| | |
|------------------------------|--------------------------------------|
| Excise Exemption Certificate | Issue of 'C' form w. r. t. Sales Tax |
| Octroi Exemption Certificate | |

Note:

- i) Custom Duty Exemption Certificate is not applicable for this tender.
- ii) Taxes and Duties means the Taxes & Duties applicable on the Invoice to be submitted by Supplier to MDL for payment. In case the bidder is importing the material then he cannot quote Custom Duty separately as it for procurement from his supplier. In this case, the basic price quoted should be including whatever duties or taxes the bidder has paid to import the material.
- iii) In case, the bidder quotes Custom Duty separately then neither it will be reimbursed nor exemption certificate will be issued.

10. Loading Criteria and Ranking of Bids:

L1 bidder will be decided after loading for deviations mentioned as per format of loading criteria where ever applicable.

Deviations sought by the bidder in respect of tender terms such as Delivery, Payment terms etc shall be loaded on the bidder(s) quoted price during price evaluation by MDL. An illustration of the loading criteria and Ranking of Bids that will be adopted is at **Enclosure-02**. Among the equal bids, bidders with ISO 9000 series accreditation will receive priority over non-ISO bidders.

No price preference shall be given to any bidder irrespective of their status.

11. Modifications to the Bids:

Bidders desirous of submitting modified bids prior to the closing date & time may do so strictly before the tender closing date and time.

12. Public Grievance Cell:

A Public Grievance Cell headed by Shri. S. D. Kajwe, General Manager (F-P&S) 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 3rd floor, west Block, MAZAGON DOCK SHIPBUILDERS LTD, Dock Yard Road, Mumbai 400010,INDIA or send their complaints / grievances to him in writing for redressal. His Telephone No. is 022 23782338, 2376 2106.

13. Liquidated Damages:

- a. Time is an essence of the contract. Therefore the job, as ordered, should be completed on the dates mutually agreed upon in accordance with the delivery schedule. In cases of delay not attributable to Purchaser beyond the agreed schedule, the Vendor / Contractor shall pay liquidated damages, a sum representing 1 % (One per cent) per Week, subject to maximum of 5% of the undelivered portion. If the supply is delayed, the supplier shall deliver the immediate required material proposed by MDL by fastest mode of transport including air at suppliers cost.
- b. Vendor / Contractor (Seller) will also be liable to pay Liquidated Damages for late delivery of the Documentation as agreed to by Purchaser and Vendor / Contractor (Seller) and as stated in the Purchase Order. The amount of such damages will be same as that stated in Para (a) above.

14. Consignee:

The Supplier/Vendor shall arrange dispatch of good by appropriate transport mode as per the order and consign the same to: **Officer In-Charge, East Yard- Stores, Mazagon Dock Shipbuilders Ltd., Dock Yard Road, Mumbai – 400 010, INDIA.** The supplier shall categorically direct the transporter to deliver the ordered item without insisting for consignee copy of the Lorry Receipt.

15. Inspection:

Bidder to submit the Certificate of Conformity as per MDL format at **Enclosure-08** conforming that the items supplied are as per the specification and description mentioned in the order. The production batch number and date of manufacturing should be indicated on the package/container. Receipt Inspection will be carried out by MDL (QA-EY) & SOT (IN).

16. Guarantee / Warranty:

The items/material are to be guaranteed for a period of 12 months from the date of supply of ordered materials in case of indigenous vendor and / or the items supplied shall have warranty for a period of 12 months from the CIF/CIP delivery date of each item in case of foreign vendor.

The bidder shall warrant that the items supplied under the order, shall be free from all defects related to design, manufacturing or performance deficiencies and is consistent with established and generally accepted standards for such supplies, in full conformity with the specifications / drawings.

If within the above mentioned period, the item(s) supplied in the opinion of MDL is found to be defective in workmanship and/or due to faulty materials, MDL shall have the right to advise you to rectify / replace in whole or in part, at your expenses and to the entire satisfaction of MDL.

17. MDL reserves the right to reject or accept any or all bids, or to withdraw tender, and or award contract in full / part without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder(s).

18. Unless specified otherwise by the Purchaser, Communication & Language for Documentation will be in English at the last known address mentioned in the offer/order.

19. In case of supply of duplicate/spurious/substandard items by the firm, MDL will resort to prosecution of the firm by taking legal action with all the stringent measures against the firm for supplying such items which has lead to delay of the project of national importance and has endangered the national security. The firm will also be blacklisted in MDL & will be debarred from quoting in future MDL tenders and the same will be intimated to all other public sector undertakings and other Government

organisations. This is in addition to other provisions/remedies and terms & conditions of the tender enquiry.

20. Order Acceptance:

Successful bidder shall acknowledge the receipt and communicate in writing their unconditional acceptance of order within next working day from the date of placement of the order. If nothing to the contrary is received within next working day from the date of placement of order, it shall be understood that the order has been accepted.

21. Cancellation of Order:

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

In case of delay beyond agreed period for liquidated damages or 05 weeks 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.

22. End User Certificate:

Bidder should clearly mention in their offer whether End User Certificate is required by them. In case it is required then the bidder should submit the format of End User Certificate along with the offer (**Enclosure-11**).

23. In Service Life/Shelf Life:

You shall supply the items listed at Sr No 01 above from the latest production having minimum 75% residual shelf life at the time of delivery. The In Service Life/Shelf Life of the material shall be stipulated in the offer (PART-I Techno-Commercial Bid). In case of shelf life, the period and the relevant storage conditions should be clearly specified. Bidder shall fill the format for shelf Life at **Enclosure-12** and submit it.

We look forward to receive the most competitive and reasonable offers against this tender. All bidders are requested to forward their bid along with the ENCLOSURES required positively.

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

Purchase Officer

| Enclosures: | |
|--------------------|--------------------------------------------------------------------------|
| Enclosure – 1 | Rate sheet format |
| Enclosure – 2 | Ranking of Bids / Loading Criteria |
| Enclosure – 3 | Tender enquiry terms Acceptance Format |
| Enclosure – 4a | Standard Terms And Conditions (STACs) |
| Enclosure – 4 | Standard Terms And Conditions Acceptance Format |
| Enclosure – 5a | General Terms & Conditions (GT& C) |
| Enclosure – 5 | General Terms & Conditions Acceptance Format |
| Enclosure – 6 | Deviation Performa |
| Enclosure – 7 | Format of Warranty Certificate |
| Enclosure – 8 | Format for Certificate of Conformity |
| Enclosure – 9 | NEFT/RTGS Format |
| Enclosure – 10 | List of Documents and Certificates that will be provided along with item |
| Enclosure – 11 | End User Certificate Format to be provided by Bidder, if required |
| Enclosure – 12 | Format of Shelf Life Certificate |
| Enclosure – 13 | Proforma Bank Guarantee for Security Deposit (SD) |
| Enclosure – 14 | Conformity matrix |
| Enclosure – 15 | Shipping Instructions |
| Enclosure – 16 | Extract of the Provisions of the Official Secret Act, 1923 |

RATE SHEET PRESCRIBED FORMAT

| PART-II PRICE BID PRESCRIBED FORMAT-RATE SHEET | | | | | | |
|-------------------------------------------------------|-----------------------------------------------------------------------------|-------|-------|-----|-------------------------------------|-------------|
| Sr No | Description of Item | Yard | Unit | Qty | Indian Bidder Currency: INR ONLY | |
| | | | | | Unit Rate | Total Value |
| 010 | Material Number:- 350000000000046884 Material Description : WT SUPRA OIL | 11876 | Liter | 210 | | |
| Total (Rs.) | | | | | | |
| Total Value in Words: | | | | | | |

The bidder hereby confirms to have quoted the unit rate and total item value in the columns of above format only for delivery in MDL Mumbai, East Yard Stores, excluding taxes and duties which shall be as listed below.

| Taxes & Duties | | | |
|---------------------------|------------------------|------------------------|-----------------------------------------------------------------------------------|
| | Tax head | Rate applicable | Bidder to retain appropriate option & strike out not applicable option |
| 1 | Excise Duty | | Included in price / Extra |
| 2 | Service tax | | Included in price / Extra |
| 3 | Sales tax | | Included in price / Extra |
| 4 | VAT | | Included in price / Extra |
| 5 | Others like Octroi etc | | Included in price / Extra |

Note:

The Prices indicated in the Price Bid shall be exclusive of Taxes and Duties. Rate of all the taxes & duties applicable are separately indicated against each head as above.

Octroi Duty or/and Excise Duty Exemption Certificate will be provided by MDL on request from supplier.

Name:

Designation:

Date:

Bidders Company Seal

RANKING OF BIDS / LOADING CRITERIA

Loading Criteria: L1 bidder will be considered item wise after loading for deviations mentioned as per format of loading criteria where ever applicable.

Deviations sought by the bidder in respect of delivery, Freight, Insurance, Payment terms shall be loaded on the bidder/s quoted prices during price evaluation by MDL. An illustration of the loading criteria that will be adopted is mentioned at the Standard ANNEX to EY-Tenders in MDL website. Among the equal bids, bidders with ISO 9000 series accreditation over non-ISO bidders, firstly Manufacturers then their authorized dealers will be given preference.

Loading criteria that will be adopted are detailed below:

- i) It is desirable that the bidder accepts the payment terms indicated by the company in the Tender document. Varied payment terms quoted by indian bidders as compared to the terms stated in the Tender document shall be normalized by adopting the Prime Lending Rate of SBI plus 2% in case of Indian bidders & LIBOR / EURIBOR rates plus 2% in case of foreign bidders thereon on the amount (s) at variation and/or for the period (no. of days) at variation.
- ii) If the requirement of advance payment is absolutely unavoidable for bidders, then it will be allowed against a bank guarantee of 110% of advance amount with sufficient validity period. The quantum of advance will not be more than 15% of order value. Interest will be applicable at the PLR plus 2% in case of Indian bidders and LIBOR/EURIBOR rate plus 2% in case of foreign bidders. Applicable PLR/LIBOR/EURIBOR rates will be indicated separately at that time. The offer of bidder will be loaded at this rate for the period of recovery, which will be decided after bid opening. If the bidder seeks advance payment at the lower rate than the rate specified above then only differential amount of interest shall be loaded on the quoted price.
- iii) Variation regarding the quantum of Security Deposit shall be normalized by loading the quoted price with the quantum of variation.
- iv) In respect of the requirement for furnishing Warranty Bank Guarantee, the variation shall be normalized by loading the quoted price by an amount equivalent to 10% of quoted price minus the quantum, if any, for which portion of guarantee is agreed to by the bidder.
- v) For additional delivery period sought by bidder over the stipulated date of delivery/completion of tender, 1% per completed week may be loaded to the quoted price.
- vi) Deviation sought in respect of rate per week and/or maximum ceiling in respect of Liquidated Damages shall be loaded on the quoted price. For e.g., the maximum ceiling towards L.D. stipulated in tender is 5% and bidder seeks to limit it to say 3.5%, then price quoted will be loaded by 1.5%. If rate of L.D. per week in tender is 1 % per week or part thereof and bidder seeks it as, say, 0.80% per week or part thereof, the maximum ceiling on L.D. as per tender will be equated to weeks (5 weeks in this case) and rate proposed by bidder, i.e. 0.8 % will be multiplied by the so equated maximum period (which works to 4%) and the quoted price will be loaded accordingly by 1%. Delivery, being the essence of the contract, it is desirable for the bidders to adhere to the stipulated clause.
- vii) Deviation in respect of the period of Warranty/Guarantee shall be loaded to the quoted price at the rate 0.25% per month or part thereof. This does not arise if the bidder quoted additional price for the differential period.
- viii) Prices quoted by foreign bidders will be loaded by 1% on CIF prices for inland transportation & port handling charges.

Criteria for Normalizing the Price Bid for Ranking:

For Procurement for Defense Projects: In pursuance of MOD ID No. 3(1)/2002/D(SII) dated 4.10.2006 the evaluation of Bids to determine L-1 Supplier shall be done as under:

- i. In case of Foreign Supplier, the total of basic cost (CIF) and customs clearance/ port handling / transportation charges to the yard will be the basis for the purpose of comparison of various tenders. Taxes, duties and levies in India will be excluded for ranking the tenders.
- ii. In case of Indian suppliers, the total of basic cost and transportation charges to yard, if

any, will be the basis for the purpose of comparison of various tenders. Taxes, duties and levies may be excluded for ranking the tenders.

- iii. Currency conversion factors as applicable on the day of opening price bid will be taken to bring the bidders on equitable basis. For this purpose, bill selling rate of exchange will be considered.
- iv. The method of excluding the taxes, duties and levies payable as at (ii) above is for the purpose of ranking of price bids. As taxes, duties and levies are excluded for the purpose of ranking of bids to determine L-1 bidder, in accordance with guidelines issued by MOD, there may arise a situation where overall cost (inclusive of taxes, duties & levies) of supply by the adjudged L-1 bidder may be higher compared with any other bid(s) depending on the tax structure. Therefore, it would be required that the adjudged L1 bidder has to reduce the price to make it competitive both before including taxes, duties & levies and after including taxes, duties & levies. If the adjudged L1 bidder does not agree to reduce the price to make it competitive after including the taxes, duties & levies, then the next ranked bidder(s) will be afforded the opportunity so that the procurement is competitive.

TEF ACCEPTANCE FORMAT

To,
HOD (C-EY)
MAZAGON DOCK LIMITED
COMMERCIAL DEPARTMENT-EAST YARD.

| TEF CLAUSE No. | BIDDER'S REMARK | TEF CLAUSE No. | BIDDER'S REMARK | TEF CLAUSE No. | BIDDER'S REMARK |
|----------------------|--------------------|----------------------|--------------------|----------------------|--------------------|
| 1. | | 2. | | 3. | |
| 4. | | 5. | | 6. | |
| 7. | | 8. | | 9. | |
| 10. | | 11. | | 12. | |
| 13. | | 14. | | 15. | |
| 16. | | 17. | | 18. | |
| 19. | | 20. | | 21. | |
| 22. | | 23. | | | |

COMPANY'S NAME & ADDRESS:

DATE:

DESIGNATION:

SIGNATURE:

NAME:

BIDDER'S COMPANY SEAL:

Note:**NA – Not Applicable**

- Bidder confirms to have carefully read the Terms & Conditions enclosed only with this Tender Enquiry Form (TEF) prior to filling up this acceptance format.
- Bidder confirms that this format has been **properly filled, signed and returned** along with our technical offer (Part-I) for considering the Bid.
- Bidder confirms to have indicated **“ACC” for Accepted, “DEV” for Deviation** taken for each clause number in the above table.
- In case of any deviations taken the bidder confirms to have attached **Separate Sheet** indicating all relevant details such as Number & Title / brief description of the Clause, **Reasons for Deviation and suggested alternative(s)**.
- Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example Clause no. 8 means – Clause nos. 4(AA - i), to viii), & BB), CC).

STANDARD TERMS AND CONDITIONS (STACS)

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

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

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

120. GENERAL

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

200. COMMUNICATION & LANGUAGE FOR DOCUMENTATION

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

210. PURCHASER'S PROPERTY

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

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

220. RISK PURCHASE

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

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

230. RECOVERY-ADJUSTMENT PROVISIONS:

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

240. ADDITIONAL BANK GUARANTEE

~~241. In case after opening of price bid of technically cleared firms, it is noted that L-1 firm has quoted very low rates and indicates to withdraw from the tender then EMD shall be forfeited and firm may be given tender holiday including intimation to other PSUs. If the rates quoted are less than MDL estimates by 40% or so and if the difference in rate between L1 and L2 is 30% or more then the firm will have to give additional BG of 20% of the PO value as additional security. Bank charges for this additional BG shall be borne by MDL and reimbursed against proof of payment.~~

250. INDEMNIFICATION

251. The Bidder / Supplier / Contractor, his employees, licensees, agents or Sub-Supplier / Subcontractor, while on site of the Purchaser for the purpose of this contract, indemnifies the Purchaser against direct damage and/or injury to the property and/or the person of the Purchaser or that of Purchaser's employees, agents, Sub-Contractors / Suppliers occurring and to the extent caused by the negligence of the Bidder / Supplier / Contractor, his employees, licensees, agents or Sub-contractor by making good such damages to the property, or compensating personal injury and the total liability for such damages or injury shall be as mutually discussed and agreed to.

260. TRANSFER OF SUPPLIERS / CONTRACTOR'S RIGHTS:

261. The Bidder / Supplier / Contractor shall not either wholly or partly sell, transfer, assign or otherwise dispose of the rights, liabilities and obligations under the contract between him and the Purchaser without prior consent of the Purchaser in writing.

270. SUBCONTRACT & RIGHT OF PURCHASER

271. The Bidder / Supplier / Contractor under no circumstances undertake or subcontract any work / contract from or to any other Sub-contractor without prior written approval of the Competent Authority of Purchaser. In the event it is found that such practice has been indulged in, the contract is liable to be terminated without notice and the Bidder / Supplier / Contractor is debarred all from future tender enquiries / work orders. However in no circumstances a contractor is permitted to subcontract any part of the contract to the bidders who had quoted for the concerned tender.

280. PATENT RIGHTS.

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

290. AGENTS/AGENCY COMMISSION:

291. The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor/stockiest of original manufacturer of the stores referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommended to the Buyer or any of its functionaries, whether officially or unofficially, to the award of the Contract / Purchase order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation.

The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this Contract / Purchase order, the Seller will be liable to refund that amount to the Buyer.

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

The buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the buyer in terms of the Contract along with interest at the rate of 2% per annum or 6% whichever is higher above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and base rate of SBI plus 2% (for Indian Vendors).

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

300. USE OF UNDUE INFLUENCE / CORRUPT PRACTICES:

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

for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Purchaser.

Any breach of the aforesaid undertaking by the Bidder / Supplier / Contractor or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder / Supplier / Contractor) or the commission of any offence by the Bidder / Supplier / Contractor or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1980 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall entitle the Purchaser to cancel the contract and all or any other contracts with the Bidder / Contractor / Supplier and recover from the Bidder / Supplier / Contractor the amount of any loss arising from such cancellation. Decision of the Purchaser or his nominee to the effect that a breach of the undertaking has been committed shall be final and binding on the Bidder / Supplier / Contractor.

302. The Bidder / Supplier / Contractor shall not offer or agree to give any person in the employment of Purchaser any gift or consideration of any kind as "Inducement" or "reward" for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract/s. Any breach of the aforesaid condition by the Bidder / Supplier / Contractor or any one employed by them or acting on their behalf (whether with or without the knowledge of the Bidder / Supplier / Contractor) or the commission of any offence by the Bidder / Supplier / Contractor or by any one employed by them or acting on their behalf which shall be punishable under the Indian Penal Code 1980 and/or the Prevention of Corruption by Public Servants, shall entitle Purchaser to cancel the contract/s and all or any other contracts and then to recover from the Bidder / Supplier / Contractor the amounts of any loss arising from such contracts' cancellation, including but not limited to imposition of penal damages, forfeiture of Security Deposit, encashment of the Bank Guarantee and refund of the amounts paid by the Purchaser.

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

310. IMMUNITY OF GOVERNMENT OF INDIA CLAUSE

311. It is expressly understood and agreed by and between M/s. (Bidder / Supplier / Contractor) and Mazagon Dock Limited, Dockyard Road, Mumbai - 400 010 (MDL) is entering into this Agreement solely on its own behalf and not on the behalf of any person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that MDL is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable of Laws of India and general principles of Contract Law. The (Bidder / Supplier / Contractor) expressly agrees, acknowledges and understands that MDL is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the

Government of India is not and shall not be liable for any acts, omissions and commissions, breaches or other wrongs arising out of the contract. Accordingly, (Bidder / Supplier / Contractor) hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue Government of India in any manner, claim, cause of action or thing whatsoever arising of or under this Agreement.

320. EXPORT LICENCE

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

330. BANNED OR DE-LISTED CONTRACTORS / SUPPLIERS.

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

340. DUTY OF PERSONNEL OF SUPPLIER/SUPPLIER

341. MDL being a Defence Public Sector Undertaking, Bidder / Supplier / Contractor undertakes that heir 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.

ACCEPTANCE FORM FOR STANDARD TERMS AND CONDITIONS (STACs)

To,
HOD (C-EY)
MAZAGON DOCK LIMITED
COMMERCIAL DEPARTMENT-EAST YARD.

| STACS CLAUSE No. | BIDDER'S REMARK (Acc/Dev) | STACS CLAUSE No. | BIDDER'S REMARK (Acc/Dev) | STACS CLAUSE No. | BIDDER'S REMARK (Acc/Dev) |
|------------------------|---------------------------------|------------------------|---------------------------------|---------------------|---------------------------------|
| 101 | | 102 | | 103 | |
| 120 | | 200 | | 210 | |
| 220 | | 230 | | 240 | NA |
| 250 | | 260 | | 270 | |
| 280 | | 290 | | 300 | |
| 310 | | 320 | | 330 | |
| 340 | | 350 | | 360 | |

COMPANY'S NAME & ADDRESS:

DATE:

DESIGNATION:

SIGNATURE:

NAME:

BIDDER'S COMPANY SEAL:

Note:

NA – Not Applicable

- Bidder(s) confirms to have carefully read the Standard Terms & Conditions (STACS) included in the tender prior to filling up this acceptance format.
- Bidder(s) confirms to have indicated "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
- In case of any deviations taken the bidder confirms to have attached **Separate Sheet** indicating all relevant details such as Number & description of the Clause, **Reasons for Deviation and suggested alternative(s)**.
- STACS clause numbers shown in the above format also includes the sub-clauses under these clauses. For example 220 means – clause nos. 220, 221, 222.

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

A30. FORFEITURE OF EMD / BID BOND

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

A40. FORFEITURE OF SECURITY DEPOSIT

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

A50. FORFEITURE OF PERFORMANCE GUARANTEE

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

A60. SUPPLIES

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

A70. PROGRESS REPORTING & MONITORING

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

A80. CANCELLATION OF ORDER

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

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

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

A90. # PRESERVATION AND MAINTENANCE

A91. Should any material require any preservation till its final installation/fitment, the detailed procedure (Long term & short term) for the same as also the time of interval after which the state of preservation needs to be reviewed is to be stated by the Bidder/Supplier/Contractor.

A92. Further the de-preservation prior to the material/equipment being commissioned and the maintenance procedure together with its periodicity is also to be indicated by the Bidder / Supplier / Contractor.

A93. The Bidder / Supplier / Contractor in their offer must confirm that indigenous oil; lubricants and preservatives, etc. can be used in the equipment. The bidder must also give assurance that the equipment performance will not be downgraded by use of indigenous equivalents

A100. FREIGHT AND INSURANCE

A101. For Indigenous Bidders

In cases where the offers are for 'Door Delivery to Purchaser,' transit freight & Insurance charges shall be borne by the Bidder / Supplier / Contractor. In other agreed cases of Ex-works / Ex-Transporter's warehouse or Railway godown offers, the Bidder / Supplier / Contractor on dispatch, shall give details of materials with dispatch particulars and their value in time to Purchaser's Insurance Company on the contact details as provided in the order. In such agreed cases, the freight & insurance charges will be paid by the purchaser directly to the parties concerned.

A102. For Foreign Bidders

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

A110. TAXES & DUTIES / STATUTORY LEVIES.

A111. Taxes and duties applicable, if any, shall be regularized by MDL by issuing necessary exemption certificates in respect of procurement for Defence Projects. Bidder shall indicate separately the taxes and duties applicable in their offer. When the items qualify for exemption partly/fully but the supplier did not avail of the same, the amount of taxes and duties on such supplies shall be to supplier's account. In cases where exemption certificates are not issued for any reason, taxes shall be paid as indicated in the Purchase Order/Contract. Tax deduction at source will be effected wherever applicable (e.g. TDS under Income tax Act, TDS on Works Contract under MVAT Act etc.) from the bills of the Supplier as per statutes. Octroi duty exemption certificate issued by Customer's representative will be provided on Supplier's written intimation with relevant details regarding readiness of items for dispatch. Where payment of Octroi duty is agreed to and stipulated in the Purchase Order / Contract, the same will be reimbursed by Purchaser at actual after receipt of Supplier's bills along with 'Original Octroi paid money receipt' and copy of Form 'B'. Octroi receipts are to be drawn/issued in the name of 'Mazagon Dock Limited' only. Similarly where payment of Custom duty is agreed to and stipulated in the Purchase Order / Contract, the same will be paid by the Purchaser on receipt of supplier's bills along with Custom Certified Duty Paid Challan-Money Receipt in original or carbon copy as relevant. These Challans/ Receipts, Bill of Entry are to be drawn/ issued in the name of 'Mazagon Dock Limited' only. Where payment of VAT is agreed to and stipulated in the Purchase Order / Contract, the same will be paid by the Purchaser. on the basis of Suppliers' TAX INVOICE wherein the VAT TIN Number and declaration in accordance with the provisions of Maharashtra Value Added Tax Act, 2002, is indicated in the Invoice and where payment of Central Sales Tax (CST) is agreed to, the Supplier will be paid CST on the basis of the Invoice indicating particulars of his CST Registration Number and such Invoice should also indicate the VAT TIN Number and CST Number of the Purchaser. Where Central Excise Duty is agreed to be paid by the Purchaser in the Purchase Order/Contract, the Suppliers will be paid Excise Duty claimed in the Invoice on the basis of Central Excise Invoice issued as per Rule 11 indicating the ECC/Excise Registration number to be enclosed along with Commercial Invoice/Tax Invoice. In the case of payment of Service Tax agreed to as per purchase order/contract, the same will be paid on the basis of Tax Invoice indicating the Service Tax Registration number and the category of service for which the contractor/Vendor is registered with the Service Tax Department. A copy of the Service Tax Registration certification will be submitted by the contractor/Vendor as a onetime requirement in support of the Registration number indicated in the Invoices. Based on requirement, the Vendor/contractor may be called upon to produce evidence of validity of the Service Tax Registration at any point of time during the currency of the contract.

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

| | |
|----------------|------------|
| Contract Value | Stamp Duty |
|----------------|------------|

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| | |
|---------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| a. Where the amount or value said forth in work contract does not exceed Rs. 10 Lakhs. | Rs. 500.00 |
| c. Where it exceeds rupees 10 Lakhs | Rs. 500.00 +1% of the amount above ten lakhs subject to maximum of Rs. 25 lakhs. |

A120. DEMURRAGE

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

A130. # INSPECTION, TESTING

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

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

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

A140. RECEIPT INSPECTION BY MDL

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

A150. REJECTION OF MATERIALS

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

A160. # TECHNOLOGICAL DEVELOPMENTS / MODIFICATIONS

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

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

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

A164. Prior approval of the Owner should be obtained before similar articles are sold / supplied to any other party other than the Owner. If such approval is given and sale is affected, 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

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equipment supplied. Should the Sub-contractor / Supplier / Supplier decides to discontinue the product, for any reason whatsoever, adequate notice shall be given to the Purchaser / Owner to enable procurement of the requisite lifetime spares.

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

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

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

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

A190 BIDDER'S RESPONSE IN CASE OF NO PARTICIPATION

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

A200. # FACILITY PROVISION (Applicable only for Services)

A201. The Purchaser would consider providing facilities like - compressed air at one point, crange facility for handling heavy loads for lowering onto the ship and water intended for use by the Contractor / Bidder for execution of contract for working within the Purchaser's premises at no extra cost to the Contractor / Bidder. Industrial gases, electrical power, office space / RU store facility may be provided at one point only if possible and available and on chargeable basis if so desired by the Contractor / Bidder. The contractor / Bidder shall make his own arrangements for fixing necessary fittings, wires, welding machines, transformer, etc for power, connecting lines, storage etc for water and necessary fittings, pipes, breaker, hoses etc for compressed air.

A210. INDIGENIZATION BANK GUARANTEE (INDBG)

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

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

A220 FORFEITURE OF INDIGENIZATION BANK GUARANTEE (INDBG)

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

A230 PREFERENCETIAL PURCHASE FROM MSE VENDORS:

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

ACCEPTANCE FORM FOR GENERAL TERMS AND CONDITIONS (GT&Cs)

To,
HOD (C-EY)
MAZAGON DOCK LIMITED
COMMERCIAL DEPARTMENT-EAST YARD.

| GT&C CLAUSE No. | BIDDER'S REMARK (Acc/Dev) | GT&C CLAUSE No. | BIDDER'S REMARK (Acc/Dev) | GT&C CLAUSE No. | BIDDER'S REMARK (Acc/Dev) |
|-----------------------|---------------------------------|-----------------------|---------------------------------|-----------------------|---------------------------------|
| A10 | Blank | A20 | NA | A30 | NA |
| A40 | NA | A50 | NA | A60 | |
| A70 | | A80 | | A90 | |
| A100 | | A110 | | A120 | NA |
| A130 | | A140 | | A150 | |
| A160 | | A170 | | A180 | |
| A190 | | A200 | NA | A210 | NA |
| A220 | NA | A230 | | | |

COMPANY'S NAME & ADDRESS:

DATE:

DESIGNATION:

SIGNATURE:

NAME:

BIDDER'S COMPANY SEAL:

Note:**NA – Not Applicable**

1. Clause Bidder confirms to have carefully read the General Terms & Conditions (GT&C) of the Tender Enquiry prior to filling up this acceptance format..
2. Bidder confirms to have indicated "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
3. In case of any deviations taken, **Bidder confirms to have attached Separate Sheet** indicating all relevant details such as Number & description of the Clause, Reasons for the Deviation and suggested Alternative(s).
4. Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example no. A10 means – Clause nos. A11, A12, A13.

DEVIATION SHEET FORMAT

To,
HOD (C-EY)
MAZAGON DOCK LIMITED
COMMERCIAL DEPARTMENT-EAST YARD.

| Deviation Sr. No. | Page No. or Enclosure Reference of the Tender Enquiry | Sr. No. of the Clause Which Deviation is Sought for the | Brief Text Description of the Clause | Reasons for Deviation | Suggested Alternative |
|-------------------|-------------------------------------------------------|---------------------------------------------------------|--------------------------------------|-----------------------|-----------------------|
| 1. | | | | | |
| 2. | | | | | |
| & so on... | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

COMPANY'S NAME & ADDRESS:

DATE:

DESIGNATION:

SIGNATURE:

NAME:

BIDDER'S COMPANY SEAL:

FORM OF WARRANTY CERTIFICATE

In accordance with the Order N^o..... Dated placed by MAZAGON DOCK SHIPBUILDERS LIMITED on _____ (Name of firm) _____ (Name of firm) certify that the following Items identified by the following references related to Submarine No:
Description of Item(s).....
Manufacturer's Serial Number (OR any other such ID No) of the Equipment / Item.....
Delivery Challan No. / Bill of Lading No & Date / Air Way Bill No & Date
Covered by _____ (Name of firm) Invoice No & Date..... are warranted according to the terms and conditions as specified in the order.

The Date of issue of the certificate: DD/MM/YYYY
The Date of the end of validity of the guarantee: DD/MM/YYYY

For and on behalf of

| | |
|-----------------------------------------------|--|
| Order reference Number | |
| Description of Material | |
| Corresponding to Invoice No & Date | |

FORM OF CERTIFICATE OF CONFORMITY

In accordance with the Order N°..... Dated placed by MAZAGON DOCK SHIPBUILDERS LIMITED on (Bidder's Name) and corresponding to (Bidder's Name) invoice no dated.....

1. We herewith certify that corresponding to the Item description / pro-pack number..... related to Submarine No.....are in conformity with the requirements of above mentioned PO numberdated.....

| Item no as per PO | Item Description as per PO | Measurement Unit | Quantity as per PO | Quantity accepted |
|-------------------|----------------------------|------------------|--------------------|-------------------|
| | | | | |
| | | | | |

2. We further certify that:-

- a. Each of the items supplied has been identified by permanent marks (such as Manufacturer Name, Model No. and Sr. No. of Item / Material No. (SAP No) of MDL as per PO) with appropriate method such as engraving / non erasable ink/punching where permissible.
- b. Each of the items supplied is as per the specified make and model described in the tender.
- c. Technical file contains all the certificates, reports/results, User Manual and other listed documents in FULL CO-RELATION with EACH OF THE ITEMS SUPPLIED. In other words the Technical file is complete for all items supplied and each of the documents, certificates, reports in Technical file contains identification number corresponding to each item supplied.

| | |
|---------------------------------------|-------------------------------------------|
| List of waivers accepted by the Buyer | List of waivers not accepted by the Buyer |
| Bidders to specify:- | NIL |

For And On Behalf Of

Supplier's / Manufacturer's Name
In Charge Of Quality
Seal Signature & Date

RTGS/NEFT- MANDATE AUTHORIZATION FORM
(For Indian Bidders only
Foreign Bidders to submit their Bank Details separately)

1. BIDDER'S NAME:
2. PAN NO:
3. VENDOR ADDRESS:
4. VENDORS TELEPHONE:
5. EMAIL ADDRESS:
6. BANK NAME:
7. BANK ADDRESS:
8. ACCOUNT NO:
9. ACCOUNT TYPE:
10. NEFT CODE:
11. RTGS CODE:
12. MICR CODE (Copy of cancelled cheque required) :

We hereby declared that the particulars given above are correct and complete. If the transaction is delayed for reason of incomplete or incorrect information, we would not hold MDL responsible.

Date

Supplier Seal

AUTHORISED SIGNATORY OF THE BIDDER

Certified that particulars as per serial no. 1 & 6 to 11 are correct as per our records

BANK'S STAMP

Date

SIGNATURE OF THE AUTHORISED OFFICIAL OF THE BANK

Enclosure- 10

LIST OF DOCUMENTS AND CERTIFICATES THOSE WILL BE PROVIDED ALONG WITH ITEM(s):

| Sr. No. | |
|---------|--|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

Enclosure- 11

FORMATE OF END USER CERTIFICATE TO BE PROVIDED BY BIDDER

Enclosure-12

FORMAT FOR SHELF LIFE DETAILS OF ITEM

| Sr. No | Material No. | Item Description | Batch No. | Qty Supplied | Date of Manufacture | Date of Delivery | Shelf Life |
|---------------|------------------------|-------------------------|------------------|---------------------|----------------------------|-------------------------|-------------------|
| 010 | 3500000000 00046884 | | | | | | |

Enclosure-13

PROFORMA BANK GUARANTEE FOR SECURITY DEPOSIT
(ILLUSTRATIVE FORMAT)

NOT APPLICABLE

Enclosure-14**BIDDERS ARE REQUESTED TO CHECK AND FILL UP THE FOLLOWINGS BEFORE THEY SUBMIT THEIR BIDS**

| Check List for Bidders (conformity matrix) | | | | |
|---------------------------------------------------|-------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|------------------------|
| Sr No | Description | Tender Requirement | Supplier | |
| | | | Bidder to specify (scratch out which are not required) | Remarks, If any |
| 1 | Enclosure-1, Rate sheet format | Filled and submitted by the bidder with the offer | Submitted / Not Submitted | |
| 2 | Enclosure-3,TEF acceptance format | Filled and submitted by the bidder with the offer | Submitted / Not Submitted | |
| 3 | Enclosure-4, STACs acceptance format | Filled and submitted by the bidder with the offer | Submitted / Not Submitted | |
| 4 | Enclosure-5,GT&Cs acceptance format | Filled and submitted by the bidder with the offer | Submitted / Not Submitted | |
| 5 | Enclosure-6, Deviation sheet format | Filled and submitted by the bidder with the offer | Submitted / Not Submitted | |
| 6 | Enclosure-9, NEFT / RTGS format (Indian Bidders) OR Bank Details (Foreign Bidders) | Filled and submitted by the bidder with the offer | Submitted / Not Submitted | |
| 7 | Enclosure-10, List of Documents & Certificates | Filled and submitted by the bidder with the offer | Submitted / Not Submitted | |
| 8a | Enclosure -11, End User Certificate | a. Whether bidder requires End User Certificate (EUC) from MDL | Yes / No | |
| 8b | End User Certificate format | b. If the bidder requires EUC at Sr No '8a' above, whether the format is provided at Encl-11 | Yes / No | |
| 9 | Pre Qualification Documents | Vendor Registration Certificate with MDL/ Shop Establishment Registration Certificate/ Previous Order Copies / Dealer or Distributor Certificate | Submitted / Not Submitted | |
| 10 | Enclosure-12, Shelf Life Details | Will be filled and submitted by the bidder at the time of supply of item | Yes / No | |

Note: The Enclosures submitted along with the bid, should strictly be Named, Signed & stamped by the bidder.

Enclosure-15

SAMPLE FORMAT OF SHIPPING INSTRUCTIONS
(ILLUSTRATIVE FORMAT)

NOT APPLICABLE

EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923

SECTION 2(B): "PROHIBITED PLACE"

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

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

SECTION 3: "PENALTIES FOR SPYING"

If any person unlawfully - approaches, inspects, passes over or is in the vicinity of any clear place; or make any sketches intended to be directly or indirectly useful to an enemy ; or c) Obtains collects records or communicates to any other person any secret official code.

Shall be liable for imprisonment of 14 years in case of Defence Installation.

SECTION 4: "COMMUNICATION WITH FOREIGN AGENTS"

If any person has been in communication with or attempted to communicate with foreign agents regarding the vital information of any "PROHIBITED PLACE" would be guilty of violating the provisions of this Act.

SECTION 5: "WRONGFUL COMMUNICATION OF INFORMATION"

If any person having in his possession or control any official document;

- a) Willfully communicates to any person, other than a person, who is authorised to communicate it.
- b) Used the information in his possession for the benefit of any foreign power.
- c) Retain in his possession when he has no power to retain it
- d) Fails to take reasonable care of it.

Shall be guilty of an offence under this Act.

SECTION 6: "UNAUTHORISED USE OF UNIFORMS"

If any person for the purpose of gaining admission or of assisting any other person to gain admission to a "PROHIBITED PLACE" wears uniforms without lawful authority shall be guilty of offence under this Section.

SECTION 7: "INTERFERING WITH OFFICERS OF POLICE"

No person in the vicinity of any "PROHIBITED PLACE" shall abstract any Police Officer engaged on guard, sentry or similar duty. If any people move in the provisions of this section, shall be punishable with imprisonment, which may extend up to 3 years.

SECTION 8: "DUTY OF GIVING INFORMATION"

It shall be duty of every person to give on demand to a superintendent of Police or any other Police Officer not below the rank of Inspector, any information in his power relating to an offence under this Act. If any person fails to give such information, shall be punishable with imprisonment to 3 years or fine or with both.

SECTION 9: "INCITEMENT"

Any person who attempts to commit or debate the commission of an offence under this Act shall be punishable with the same punishment and be liable to be proceeded against in the same manner as if he had committed such offence.

SECTION 10: "PENALTY FOR HARBOURING SPIES"

If any person whom he knows or has reasonable grounds for supposing to be person who is about to commit or who has committed offence under this Act shall be guilty of offence under this Section.

SECTION 11: "SEARCH WARRANTS"

If a presidency Magistrate, Magistrate First Class or Sub-Divisional magistrate is satisfied with the information that there is reasonable ground for suspecting that an offence under this Act has been or is about to be committed, he may grant search warrant to any Police Officer to enter at any time any premises to force to search premises or the places.
