

**SPECIFIC TERMS AND CONDITIONS OF SUPPLY  
(Tender / Order For SPO / DPO)**

1. These Specific Terms and Conditions of Supply are in addition to (overriding to the extent specified herein) the Standard Terms and Conditions of Supply (STACS) forwarded to the Registered Vendors on Approved List of Vendors and are applicable to all Suppliers / Vendors for Stock Purchase / Direct Purchase Items under Limited Tendering process.
2. Unless or otherwise specified, the offers shall be submitted in Single Bid system in a properly sealed envelope clearly superscribing the Tender Number and due date for closing.
3. The offer shall be strictly in accordance with the Standards Specification, Manufacturing Drawing, approved sample and or requirements specified in the Tender Enquiry and any offers in deviation to these requirements are liable for rejection.
4. The quoted price / rate (for free delivery to MDL and or ex-works basis), shall conform to the units on offer / tender conforming to the specification/s / requirements stated in the tender indicating the earliest / best delivery period, legibly written in ink / typewritten on Firm's letter head both in figures and words duly authenticated by the Competent Authority representing the Supplier / Vendor.
5. The offers shall be deposited in the Yellow coloured Tender Box kept on II Floor, Mogul House, South Yard by 14.00 Hrs. on or before the due date and before closing time. Supplier / Vendor desirous of submitting offers through courier, E-mail, Fax, telegram etc. shall ensure that the offers reach Materials Group before the due date and time stipulated.
6. Unless or otherwise specified / communicated in writing, the due date of Tender shall not be altered under any circumstances. Tender opening will also be neither delayed nor withheld / postponed. Offers received after due date and time stipulated by any one or more of the above modes are liable for rejection / not considered.
7. Offers shall be submitted by the same Supplier / Vendor to whom the Tender Enquiry has been referred to. The Supplier / Vendor shall inform the Purchaser in advance, on or before the due date for tender closing, 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 Supplier / Vendor to do so is liable for disqualification / debarring of the Supplier / Vendor from all future tender enquiries and or delisting from the list of 'Approved Registered Vendors.'
8. Samples of Items on supply, whenever called for, are to be forwarded to Materials Group for further processing well before the due date. Offers received without requisite samples are liable for rejection. Any deviations from the specifications / requirements / drawings / samples shall be clearly highlighted in the prescribed schedule in the offer. Any willful attempt by the bidder to camouflage the deviations by giving them in a covering letter or in any other document other than the prescribed schedule may render the bid itself non- responsive.
9. Purchase Section, Materials Group reserves the right at its own discretion to accept or reject any or all offers in part or in full or withdraw the tender in toto without assigning any reasons whatsoever.

10. The rates offered shall be valid for 90 days from the due date of tender for MDL's acceptance or as specified in the tender. The quoted rates shall be firm and fixed until delivery of the entire ordered quantity to MDL.
11. The incidence against each of the following heads namely: - Customs, Excise Duty, Central / State Sales Tax, Packing & Forwarding, Freight, Insurance, Octroi and or any other Statutory Levies / Duties, as applicable shall be clearly, separately and specifically indicated in the offer and are not to be included in the basic rates. Possibility of issue of Form 31 shall be clearly spelt out.
12. Unless or otherwise specified offers for ex-stock delivery are given preference over the others. Delivery position of the tendered quantity shall be clearly indicated.
13. Payment terms shall be within 45 days from the date of receipt and acceptance of the entire quantity on order alongwith specified documentation / Test Certificates etc. in MDL. No part supplies shall be entertained.
14. The ordered quantity shall be delivered in full within the stipulated delivery period / extended delivery period mutually agreed to as per Purchase Order. Failure to execute the Order by the scheduled / amended delivery period will be viewed seriously and the subject Order is liable to be cancelled without notice and the ordered materials will be procured from alternative acceptable source(s) at the risk and cost of the Supplier / Vendor on whom the original order was placed.
15. All supplies made shall be subject to Inspection Agency / MDL's inspection and approval or as specified in the tender.
16. Test Certificate / Documentation: The supplies shall accompany relevant Physical / Chemical Composition Test Certificates, Shop Trial / Test Certificates and or any other Test Certificates and Inspection Release Note for despatch issued by concerned Inspection Authorities. The documents submitted shall bear Order Number and date and shall indicate details such as Heat No., Cast No., Year of Manufacture, shelf-life / expiry period etc. relevant to the products supplied as per the Order.
17. Material supplied shall be guaranteed against manufacturing defects for a period of three years from the date of supply. Defective material noticed, if any, will have to be replaced by the Manufacturer / Supplier free of cost.
18. Inspection and approval of the material by the Inspecting Authority/ies does not absolve the Manufacturer / Supplier of the responsibility of guarantee for the material. It shall be the responsibility of the Manufacturer / Supplier to ensure that the Material is inspected for quantity /quality and also to ensure that only such goods as have been duly inspected, approved and certified by the Inspecting Authority are dispatched along with necessary Test Certificate / Inspection Note etc.
19. Preservation, Protection and blanking of openings: Pipes and pipes fittings, valves or any other such product/s having both ends open shall be suitably blanked by capping at both ends and tacked in wooden pallets to prevent damage / entry of rain water, dirt / dust etc. Electronic / Electrical items / spares / fragile items / components shall be packed in suitable cartons / polythene bags with proper identification tags / labels. All items (hardware / pipes, metal parts) susceptible to corrosion / rusting shall be suitably protected by applying a protective coating.
20. The rejected materials, if any, shall have to be promptly removed by the supplier at his own expenses with his labour / transport as the case may be. Failure for lifting / removing rejected material within one week's time from the time of

- rejecting the material and intimation to the supplier, will be liable for disposal of the rejected material without notice and also for recovery of ground rent for storage of such material.
21. The rejected material shall be returned to the supplier only on production of "ORIGINAL REJECTION NOTE" issued by MDL's Goods Receiving Section.
  22. The ordered material shall be supplied to Goods Receiving Section (GRS) at South Yard - Annexe between 08.00 Hrs. to 11.30 Hrs. & 12.30 Hrs. to 15.30 Hrs. on all working days.
  23. Outstation suppliers shall intimate Goods Receiving Section 48 hours in advance of the supply date, but not beyond the normal working time. MDL shall not be liable for detention of truck / trailer / vehicle and supplier's manpower for unloading material beyond normal working hours.
  24. Insurance: In case of Ex-works / Ex-Transporter's warehouse or Railway godown offers, the Supplier / Vendor shall give details of materials with despatch particulars and their value to Purchaser's Insurance Company i.e. New India Assurance Company Limited, General Insurance Department, Commerce Centre, First Floor, Tardeo, Mumbai - 400 034, under advice to Purchaser immediately after the despatch/es. The Insurance Charges will be borne by Purchaser.
  25. Liquidated Damages: Liquidated Damages shall be levied for the delay in late receipts / delivery of the materials / equipment etc. to Purchaser beyond the stipulated delivery period @ 0.5% of value of the order per week of delay or part thereof, subject to a maximum of 5% of the basic order value.
  26. Guarantee / Warranty: The equipment / material shall be guaranteed / warranted for satisfactory performance for the period of 12 months from the date of satisfactory commissioning or 18 months from the date of receipt, whichever expires later, against improper design, defective material and faulty workmanship.
  27. A Public Grievance Cell headed by General Manager (Design) 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, Design Complex Building or send their complaints / grievances to him in writing for redressal. His Telephone No. is 373 8152.

Gns/18.12.2001