



निविदा पूछताछ
TENDER ENQUIRY

[एकल निविदा]
[SINGLE TENDER]

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.mazagondock.in

Certified - ISO 9001: 2008 for Shipbuilding Division

GST ID : 27AAACM8029J1ZA

निविदा सं./Tender No	1200001583	विभाग/Department	EY COMMERCIAL
क्रय अधिकारी/Purchase Exec.	Vedveer Mishra	क्रय अधिकारी/Purchase Exec.	Vedveer Mishra
सेवा में /To		दूरभाष सं./Telephone No	23762630
		फैक्स सं./Fax No	23741386
		ई-मेल/E-Mail	vmishra@mazdock.com
दूरभाष सं./Telephone		निविदा सं./Tender No	1200001583
फैक्स सं./Fax		निविदा तिथि/ Tender Date	14.09.2018
ई-मेल/E-Mail		निविदा बंद की तिथि/Tender Closing Date	21.09.2018
		निविदा बंद होने का समय/Tender Closing Time	15:00:00
		आरएफक्यू सं./RFQ No	2050001774

निविदा शुल्क/Tender Fee	रु/Rs	0.00
बयाना राशि/EMD Amount	रु/Rs	0.00
पुर्व बिड बैठक तिथि और समय/Pre Bid Meeting Date & Time		,00:00:00
निविदा खोलने की तिथि और समय/Tender Opening Date & Time		21.09.2018,16:00:00
प्रस्ताव वैधता तिथि है/Offer should be valid up to		
सुरक्षा जमा/Security Deposit		0.00 %आदेश मूल्य का/PO value
वरीय बैंक जमानत /Perf. Bank Guarantee		0.00 %आदेश मूल्य का/PO value

(आगे के विवरण हेतु कृपया सम्बंधित नियम शर्तों को पढ़ें। सुनिश्चित करें कि कोटेशन और संबंधित पत्राचार के लिए विभाग का नाम, क्रय अधिकारी का नाम, निविदा संख्या, बंद होने का समय एवं तिथि एवं आरएफक्यू सं. अपने कोटेशनमें लिखें।

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

प्रिय महोदय/महोदया
Dear Sir / Madam ,

विषय /SUB:- PROCUREMENT OF ZINC SACRIFICIAL ANODE TYPE 4Z (MU09)

माझगाँव डॉक शिपबिल्डर्स लिमिटेड प्रतिष्ठित/संभावित आपूर्तिकर्ताओं से निम्न हेतु, प्रतियोगितात्मक दो बोली प्रणाली में (भाग -I तकनीकी - वाणिज्य बोली एवं भाग II मूल्य बोली) बोली आमंत्रित करती है।

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

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
00010	सामग्री सं./ Material Number :- 350000000000003361 ZINC SACRIFICIAL ANODE TYPE 4Z सामग्री वर्णन/Material Description :ZINC_SACRIFICIAL_ANODE_TYPE_4Z, NATURE CODE: 01PC000C0003,	400 Number	27.09.2018

निविदा सं./ Tender No:- 1200001583

निविदा तिथि/ Tender Date:- 14.09.2018

आरएफक्यू सं./RFQ No:- 2050001774

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
-------------------	--	----------------------------------	-------------------------------

COPIC NO.:K3182005

नियम और शर्तें : भाग ए में लिखी हुई और इतर संलग्नपत्रे इस निविदा एक अभिन्न अंग हैं। हमें आशा है कि, हमें प्रतियोगित्मिक और उचित प्रस्ताव इस निविदा के लिए प्राप्त होगा।

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.

माझगाँव डॉक शिपबिल्डर्स लिमिटेड के लिए /For Mazagon Dock Shipbuilders Ltd

PART – A
(TENDER ENQUIRY FORM)

MAZAGON DOCK SHIPBUILDERS LTD (Purchaser / Buyer) INVITES COMPETITIVE BID through e portal <https://eprocuremdl.nic.in>, in Two BID SYSTEM for the following supplies FROM **M/s SARGAM METALS PVT LTD CHENNAI** only. This is a **Single Nomination Tender**.

Issue of E - Tender Enquiry Document: This e-tender enquiry is only for M/s Sargam Metals P Ltd, Chennai on Single Nominated Tender basis on Two Bid basis and can be downloaded from our e-procurement website <https://eprocuremdl.nic.in>. To login and quote against this e-tender on e-procurement portal, bidder is required to have Digital Signature Certificate (DSC). The help line number is 0120-4200462, 0120-4001002, mobile: 8826246593, you can also mail to eproc-support@gov.in.

1. Description of Work–/ Supply / Services:

Following items shall be supplied in the qty mentioned below or in rate sheet and with technical scope, specification and other requirements as stipulated in **Enclosure-02**:

Sr. No	Description & Specification of Item	Unit	Quantity Required
010	Material Number :- 3500000000000003361 Material Description : ZINC_SACRIFICIAL_ANODE_TYPE_4Z, NATURE CODE: 01PC000C0003, COPIC NO.:K3182005	Nos	400

List of all applicable documents is indicated at POS **SCI-049205 Rev-E** for Pro-pack **US07** and **MAT 147-0026_Exp**.

[Note: If required, bidder can collect Procurement Order Specification (POS) SCI-049205 Rev-E and other allied documents on submission of Non Disclosure Agreement (NDA) on Rs 100 non judicial stamp paper to the Purchase Officer. It may please be noted that POS is to be collected in advance and bidder shall quote according to POS. Please refer NDA format at **Enclosure-15**.]

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. Earnest Money Deposit (EMD) / BID BOND:

Not Applicable.

4. Security Deposit (SD):

Not Applicable.

5. Submission of offer in Two Bid System:

Offer must be submitted in two parts viz PART-I Techno-Commercial Bid & PART-II Price Bid on e-procurement portal as below:

PART-I: Soft Copies/Scanned Copies of below mentioned documents/details are to be attached:

- i. 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).
- ii. Acceptance on clauses of Tender Enquiry Form (TEF), STACS and GT&C 'Accepted OR Not Accepted OR Deviation' as applicable for each of the clauses at tender (**Enclosure 03, 04 & 05** respectively).

- iii. Manufacturer's Product Catalogues/Data sheets of the offered material and / or Technical Specifications.
- iv. Price schedule BLANKING the PRICES but clearly indicating 'QUOTED / NOT QUOTED' as applicable against each of the listed item in the prescribed format (**Enclosure-01**).
- v. Deviations sheet as per **Enclosure-06** in case any deviation from TEF, STACs & GT&C.
- vi. Bank details for payment by NEFT in the format provided at **Enclosure-09**.
- vii. Bidder to submit List of Documents, Certificates, Reports etc those will be provided along with item(s) as per **Enclosure-10**.
- viii. Draft Quality Assurance Plan (QAP).
- ix. Conformity matrix as per **Enclosure-14** completely filled, signed & stamped.

PART II: This should contain only the PRICES (Rate Sheet) for items quoted strictly in the prescribed format provided with the e-tender as at **Enclosure-01**. This PART will be opened later for offers accepted techno-commercially.

6. Bid rejection criteria:

- a. Following Bids shall be Categorically Rejected:
 - i) Bids received after tender closing date and time.
 - ii) Bids received other than e-procurement.
- 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.
 - vi) Wherever PVC is allowed as per Tender but the bidder(s) quoted fixed price or vice-versa.
 - vii) Validity period indicated by bidders is shorter than that specified in the tender enquiry.

7. Delivery Period / Work Completion Schedule:

Indicative Time Schedule for arrival of ordered materials is as below:

Boat Nomenclature	MDL Yard Ref No.	Indian Supplier: Desired time for Arrival of material in MDL, Mumbai
Boat No. 3	11877	8 weeks from date of PO

Note: Bidders are requested to confirm the above delivery schedule in their Technical bid. In case the proposed delivery is unable to achieve, bidder shall submit minimum delivery lead time from date of placement of order. In case of unusually high lead time in opinion of MDL, MDL have choice to not to consider offer of bidder for respective boat/item(s).

8. Pricing:

A. Quoted prices shall be for supply of materials inclusive of all documentation of Commercial, Technical or any other nature as contained in this tender enquiry.

Bidder shall quote the prices of all items listed in the price sheet format of the tender enquiry for delivery of the items in MDL store. The prices quoted shall remain firm and fixed for delivery. Bidders shall quote in INR only.

B. Price variation clause: Not applicable

Bidder shall quote firm & fix prices for the delivery of the items. 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 technical bid and in price bid.

9. Terms of Payment:

Advance payments are discouraged and therefore are to be considered as not allowed.

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 15-20 days after receipt of following documents and acceptance of material by MDL QA and 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 Certificate of Conformity as per **Enclosure-08**.
- iv. Material Safety Data Sheet (MSDS), Storage / Preservation / Maintenance Procedures as applicable.
- v. Set of Original+2 copies of Warranty Certificate as per **Enclosure-07**.
- vi. Set of Original+2 copies of complete set of DTR as per Annex-2 of POS including Test Reports, Certificates etc.
- vii. Technical documents comprising of drawings, data sheets, design parameters & calculations, various procedures such as installation, commissioning etc (in form of Hard copies and in CD ROMS as well) as relevant to each supply.

10. Bidder shall abide by all Tender Enquiry Form (TEF) clauses, Standard Terms And Conditions (STACs) and General Terms & Conditions (GT&C) Acceptance formats as per **Enclosures 03, 04 & 05** 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-06**) format WILL NOT BE CONSIDERED LATER BY MDL.

11. Taxes& Duties:

Bidder is required to quote the amounts of GST (taxes and duties) in terms of percentage of basic price as applicable, separately, duly indicating the base amount(s) and the applicable rate(s), under each head. 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 or 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.

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 can be issued by MDL.

12. Modifications to the Bids:

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

13. 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.

14. 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 1.0% (one per cent) per week or part thereof, subject to maximum of 5% (five per cent) of total order value. 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.
- c. Date of supply of item at MDL for Indian Bidder shall be considered for the purpose of levy of liquidated damages.

15. 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.

16. Inspection:

- i. Bidder to submit Quality Assurance Plan (QAP) within 15 days from acceptance of order to MDL for approval Item shall be supplied in full compliance with the approved QAP.
- ii. Accepted material must be in co-relation with relevant inspection reports & DTR file according to POS, SCI (049205 Rev E) STF and MAT documents therein. Bidder is also requested to submit CoC confirming compliance to POS/EPS/STF/MAT documents indicted in POS.
- iii. Items supplied shall bear the permanent marks for traceability as per approved QAP & POS such as heat number, material grade designation, name-emblem of the manufacturer COPIC /RN /NNO number, SAP part number etc and Non-erasable/hard punch stamp of the inspection authority as per approved QAP in co-relation with the Material Test Certificates and inspection reports. Acceptance of material must be also in co-relation with DTR file according to POS. Supplier should analyse the marking (if not specified in POS) the marking for even small items & propose the same to MDL without any implications on part of MDL.
- iv. All the checks & tests are to be carried out as per Para 8 of MAT147-0026_Exp. Bidder to submit the complete set of DTR as per Annexure-2 of POS inclusive of Material Test Report(s) and Certificate of Conformity etc conforming that the items supplied are as per the specification and description mentioned in the order. Receipt Inspection will be carried out by MDL (QA-EY) & SOT (IN).

17. Guarantee / Warranty:

The items/material are to be guaranteed for a period of 12 months from the date of supply of ordered materials

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. Warranty certificate to be provided as per format at **Enclosure-07**.

18. 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).
19. Unless specified otherwise by the Purchaser, Communication & Language for Documentation will be in English at the last known address mentioned in the offer/order.
20. 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.
21. **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.
22. **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.
23. **Option Clause:**
MDL retains the right to place orders for additional quantities up to a maximum of 50% of the originally contracted quantity at the same rate and terms of the contract. Such an option shall be available during the original period of contract. Option quantity during extended Delivery period is limited to 50% of balance quantity after original delivery period.

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**

VEDVEER MISHRA
Purchase Officer

Enclosures:	
Enclosure – 1	Rate sheet format
Enclosure – 2	Scope of Work
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 Details
Enclosure – 13	Proforma Bank Guarantee for Security Deposit (SD)
Enclosure – 14	Conformity matrix
Enclosure – 15	Format of Non-disclosure Agreement
Enclosure – 16	Extract of the Provisions of the Official Secret Act, 1923
Enclosure – 17	Shipping Instructions

RATE SHEET PRESCRIBED FORMAT

PART-II PRICE BID PRESCRIBED FORMAT-RATE SHEET								
Sr No	Description of Item	Unit	Qty	Indian Bidders Currency: INR		Foreign Bidder Currency: _____		
				Unit Rate	Total Value	FOB/FCA unit Rate	CIF Unit Rate	CIF Total Value
010	Material Number :- 350000000000003361 Material Description : ZINC_SACRIFICIAL_ANODE_TYPE_4Z, NATURE CODE: 01PC000C0003, COPIC NO.:K3182005	Nos	400					
Total in No.								
Total in Words.								

Notes Applicable to Indian Bidders

The bidder hereby confirms to have quoted the unit rates and total item wise values only in the columns for delivery in MDL Mumbai East Yard stores excluding GST. Rate of GST applicable shall be indicated separately in terms of percentage of quoted basic price.

Taxes & Duties		
Tax head	Rate applicable	Amount on which the tax is applicable
GST		Included in price / extra

Name:

Designation:

Date:

Bidders Company Seal

SCOPE OF WORK:

Manufacturing and Supply of 'ZINC_SACRIFICIAL_ANODE_TYPE_4Z' for Boat-3 (MU09) under project P75 as per the procurement order specification SCI-049205 Rev-E.

The equipment complies with the following specification documents:
MAT 147-0026EXP "Cathodic protection. Zinc sacrificial anodes.

The Quality Assurance Plan is the standardisation in writing of all the stipulations required for development of Equipment management, description of standards, methods and procedures. The Supplier must provide a draft Quality Assurance Plan (or an official statement proving that its internal quality system meets the above requirements) in support of tender. The definitive Quality Assurance Plan must be approved by MDL.

The DTR contains all the documents proving the compliance of the Equipment with the Specifications. The contents of the DTR are defined in annex 2 to the POS.

TEF ACCEPTANCE FORMAT

To,
GENERAL MANAGER (COM-EY)
MAZAGON DOCK SHIPBUILDERS 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.	NA
4.	NA	5.		6.	
7.		8.		9.	
10.		11.		12.	
13.		14.		15.	
16.		17.		18.	
19.		20.		21.	
22.		23.			

COMPANY'S NAME & ADDRESS:

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

Note:

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

260. TRANSFER OF SUPPLIERS / CONTRACTOR'S RIGHTS:

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

270. SUBCONTRACT & RIGHT OF PURCHASER

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

280. PATENT RIGHTS.

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

290. AGENTS/AGENCY COMMISSION:

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

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

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

The buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the buyer in terms of the Contract along with interest at the rate of 2% per annum 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 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.

ACCEPTANCE FORM FOR STANDARD TERMS AND CONDITIONS (STACs)

To,
GENERAL MANAGER (COM-EY)
MAZAGON DOCK SHIPBUILDERS 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:

SIGNATURE:
 DATE:
 NAME:
 DESIGNATION:
 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
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 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

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 upto Guarantee Period plus 4 weeks. The INDBG will be returned only after the successful completion of Indigenization & guarantee period of equipment. Refund of INDBG whenever considered admissible by the Purchaser, shall be without interest only.

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

A220 FORFEITURE OF INDIGENIZATION BANK GUARANTEE (INDBG)

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,
GENERAL MANAGER (COM-EY)
MAZAGON DOCK SHIPBUILDERS 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	
A130		A140		A150	
A160		A170		A180	
A190		A200	NA	A210	NA
A220	NA	A230	NA		

COMPANY'S NAME & ADDRESS:

SIGNATURE:
 DATE:
 NAME:
 DESIGNATION:
 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,
GENERAL MANAGER (COM-EY)
MAZAGON DOCK SHIPBUILDERS LIMITED
COMMERCIAL DEPARTMENT-EAST YARD.

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

COMPANY'S NAME & ADDRESS:

SIGNATURE:
 DATE:
 NAME:
 DESIGNATION:
 BIDDER'S COMPANY SEAL:

FORM OF WARRANTY CERTIFICATE

In accordance with the Order N°..... 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/Boat 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 / Airway Bill & 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 specification described in the POS SCI-049205 Rev-C.
- 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)

1. BIDDER'S NAME :
2. PAN NO :
3. VENDOR ADDRESS :
4. VENDORS TELEPHONE :
5. EMAIL ADRESS :
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

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

Sr. No.	

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-01, Rate sheet format	Filled and submitted by the bidder with the offer	Submitted / Not Submitted	
2	Enclosure-03,TEF acceptance format	Filled and submitted by the bidder with the offer	Submitted / Not Submitted	
3	Enclosure-04, STACs acceptance format	Filled and submitted by the bidder with the offer	Submitted / Not Submitted	
4	Enclosure-05,GT&Cs acceptance format	Filled and submitted by the bidder with the offer	Submitted / Not Submitted	
5	Enclosure-06, Deviation sheet format	Filled and submitted by the bidder with the offer	Submitted / Not Submitted	
6	Enclosure-09, Bank Details	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	Whether copy of all qualification documents submitted	Yes / No	
10	Stamped copies of Enclosure-02, 16 & 17	Stamped copy of Scope of work, Shipping Instruction & Official Secret Act 1923	Submitted / Not Submitted	
11	Draft Quality Assurance Plan	To be prepared and submitted by the bidder with the offer	Submitted / Not Submitted	

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

Enclosure-15

MDL's Draft for NON DISCLOSURE AGREEMENT

THIS NON DISCLOSURE Agreement made at Mumbai, India on this _____ day of _____ 2015 between **Mazagon Dock Shipbuilders Limited** a company registered under the Companies Act, 1956 and having its registered office at Dockyard Road, Mumbai-400010 (hereinafter referred to as "MDL") and _____ a company registered under the Companies Act, 1956 and having its registered office at _____ (hereinafter referred to as "_____"). MDL and _____ shall hereinafter be collectively referred to as "the Parties" and individually as "a Party".

WHEREAS

A*. MDL has floated a tender and is required to provide certain information to (name of the bidder) to prepare his bid and/or

AA **. The Parties are considering to enter into a _____ for which each Party shall provide information ("Disclosing Party") to the other Party ("Receiving Party") which at present is confidential and not in the public domain.

B. The Parties intend that the aforesaid information be kept confidential as between the Parties. The Parties undertake and declare that they shall not divulge, publish or reproduce the same before any party or person except in accordance with the terms of this Agreement.

NOW THEREFORE the Parties agree as follows:

1. As used in this Agreement (hereinafter referred to as the "Agreement") the term "Confidential Information" shall mean any technical, confidential, proprietary or trade secret information or data disclosed by the Disclosing Party in connection with the _____ to the Receiving Party including without limitation any written or printed documents, specifications for the vessel, plans, general arrangement plans, production schedules, drawings, samples, models, information regarding business operations, financial information, marketing strategies, either in writing or orally or any means of disclosing such Confidential Information that the Disclosing Party may elect to use prior to the execution or during the validity of this Agreement. The Receiving Party agrees that all Confidential Information shall be treated as absolute confidential and the Receiving Party shall not disclose to any person such information otherwise than in terms of this Agreement. The Receiving Party will impose a similar duty of confidentiality on any person to whom the Receiving Party is permitted to transfer such information in accordance with the terms hereof. For the purposes of this Agreement, the term "Receiving Party" shall mean and include its officers, employees, directors, agents, contractors, representatives, affiliated companies, successors and assigns.

2. Nothing in this Agreement may be construed as compelling the Disclosing Party to disclose any Confidential Information to the Receiving Party or to enter into any contractual relationships with the Receiving Party.

3. Any information or data in whatever form disclosed by the Disclosing Party to the Receiving Party and which (i) is clearly identified as Confidential Information by an appropriate and conspicuous marking or (ii) has been identified as Confidential Information at the time of disclosure shall be subject to the relevant terms and conditions of this Agreement. The Disclosing Party's decision whether any information disclosed by it under this Agreement is confidential or not shall be final and binding on the Receiving Party.

4. The Receiving Party hereby covenants that the Confidential Information received from the Disclosing Party shall:

(a) Be safely kept by the Receiving Party; the Receiving Party shall protect the Confidential Information with the same degree of care as the Receiving Party uses with its own confidential information in order to prevent its disclosure, copy and / or its use (but in no event less than reasonable care) for purposes other than the Proposal.

(b) Be only disclosed to, and used by, those employees or directors who have a need to know.

(c) Not be disclosed to a third party except those with a need to know provided they receive such information subject to the same restrictions as are contained in this Agreement.

(d) Be used by the Receiving Party directly or indirectly, solely for the purpose of considering, evaluating and effecting the tender/bid/contract.

5. The Receiving Party shall promptly upon requests by the Disclosing Party at any time return all copies of the Confidential Information communicated to it hereunder together with all copies and extracts made thereof and shall not retain any copies of the same, in any form whatsoever.

6. The Receiving Party shall have no obligations or restrictions with respect to:

- (a) Information publicly known through no wrongful act of the Receiving Party.
- (b) Information rightfully disclosed by a third party without breach of this Agreement by the Receiving Party and which can be communicated without restriction.
- (c) Information which was already known or which was independently developed by the Receiving Party (provided that the Receiving Party can demonstrate the same).
- (d) Information, the disclosure of which the Disclosing Party authorizes in writing.

7. Nothing in this Agreement shall be construed as granting to the Receiving Party any patent, copyright or design license, or rights of use under similar intellectual property rights in respect of the Confidential Information.

8. The Receiving Party shall not without prior written consent of the Disclosing Party:

- (a) Disclose to any person, directly or indirectly:
 - i) The fact that the Confidential Information has been made available to the Receiving Party by the Disclosing Party or that the Receiving Party has inspected any portion of the Confidential Information; or
 - ii) The fact that any discussion or negotiation is taking place concerning the Proposal; or
 - iii) Any of the terms, conditions or other facts with respect to the Proposal, including the status thereof; or
- (b) Make any private or public announcement or statement concerning or relating to the Proposal.

9. The Disclosing Party represents and warrants that save as otherwise notified in writing to the Receiving Party:

- (a) Disclosure of information by it to the Receiving Party does not infringe the rights of any third party nor is it under any restriction with regard to the disclosure of any information, and that where applicable, it has obtained all licenses and consents necessary to enable the lawful disclosure of information by it to the Recipient; and
- (b) It is not aware of any restriction on the use of such information by the Receiving Party, save as provided in this Agreement.
- (c) To the effect that the foregoing representations and warranties shall be deemed to be given at the date of this Agreement and after that date upon and in respect of each disclosure. The Disclosing Party makes no warranty or representation whatsoever as to the accuracy, completeness, suitability or adequacy of any information or as to the results obtained from it and assumes no responsibility in respect of the use of the information by the Receiving Party.

10. The Receiving Party shall indemnify and hold harmless the Disclosing Party from and against any action, claim or proceeding and any loss, damage, costs, expenses or liabilities arising out of any such action, claim or proceeding, brought by any third party pursuant to any unauthorized disclosure or use of any information by the Receiving Party, or by any person for whom the Receiving Party is responsible under this Agreement, or pursuant to any breach of any undertaking, warranty or representation contained in this Agreement.

11. For the purposes of this Agreement 'Classified Information' shall mean information, documents and material of any kind which the respective Government i.e. Indian Government has given or caused to be given a security classification irrespective of whether the same is transmitted orally, electronically, in writing or by hand. Notwithstanding any other provision of this Agreement:

- (a) Each Party hereto undertakes to follow security procedures prescribed for military purposes with respect to disclosure, receipt, production, use and handling of Classified Information.
- (b) Any Classified Information, disclosed by one Party hereto shall be, whatever the method of disclosure be, identified by the Disclosing Party as Classified Information at the time of disclosure.
- (c) The provisions of this Clause are to remain in full force and effect notwithstanding any termination by expiration or otherwise of this Agreement.

12. In the event the Receiving Party is required to disclose Confidential Information under any provision of law or upon an action, subpoena or order of a court of competent jurisdiction or of any requirement of legal process regulation or governmental order, decree, regulation or rule, the Receiving Party will immediately notify the Disclosing Party of its having received a request to so disclose (along with the terms and

circumstances thereof), unless otherwise prohibited by law and consult with the Disclosing Party on action or steps to be taken in response to such request.

13. This Agreement represents the entirety of the agreement of the Parties relating to the disclosure of the Confidential Information and shall not be waived, amended or assigned by the Receiving Party except by prior written consent of the Disclosing Party. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

14. This Agreement shall be valid for a period of _____(_____) years from the date of its execution between the parties. Notwithstanding the aforesaid, the obligations of Parties in connection with confidentiality under this Agreement shall survive in perpetuity.

15. The foregoing constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes and cancels any prior representation, understanding and commitment (whether oral and written) made between the Parties with respect to or in connection with any of the matter of things to which this Agreement applies.

16. This Agreement shall be governed by and shall be interpreted in accordance with the laws of India.

17. Any dispute arising in connection with or out of the validity, performance or the interpretation of this Agreement shall be finally settled by the competent jurisdiction in Mumbai.

18. The Receiving Party acknowledges that any breach of the terms and conditions of this Agreement may cause the Disclosing Party irreparable damage for which recovery of money damages would be inadequate. Therefore, the Receiving Party agrees that the Disclosing Party shall be entitled, in addition to any other remedies available to it, to seek injunctive relief and/or other equitable relief to prevent or restrain any breach by the Receiving Party or its employees/officials, or otherwise to protect its rights, under this Agreement.

19. Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile at the address as specified herein below:

To MDL	To _____
Address:	Address:
Phone No.:	Phone No.:
Fax No. :	Fax:
E-mail:	E-mail:

Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, 4 (four) days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number). IN WITNESS WHEREOF, this Agreement is executed by authorized representatives of both the Parties in two (2) originals.

Signed by the within named
MDL _____

Signed by the within named

In the presence of

In the presence of

Note: The above Agreement is to be drawn up by the contractor on non-judicial stamped paper of value Rs.100/-, if it executed in Maharashtra. However, for other places stamp duty is to be levied as per Stamp Act of respective States.

* - A: Pre-submission of Bid
**- AA: Post Entering of Contract

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.

SAMPLE FORMAT OF SHIPPING INSTRUCTIONS

(ILLUSTRATIVE FORMAT)

1. MODE OF DESPATCH

The goods may be dispatched by sea or if more uneconomical by parcel post.

SPECIMEN SHIPPING CLAUSE FOR LINER CARGOES**2. F.O.B. / F.A.S. CONTRACTS (IMPORTS)**

In case the order is finalized by MDL on F.O.B./ F.A.S basis, the details of freight forwarding agent shall be obtained from the concerned commercial department.

C.I.F / C.I.P. CONTRACTS (IMPORTS)

Shipping arrangements has to be made by the Contractor / Suppliers. Date of bill of lading (marked as freight paid) on CIF basis shall be considered for the purpose of levy of liquidated damages. The risk and ownership shall be transferred on CIF basis. Following documents must be arranged by the Contractor / Suppliers while making shipment.

- i) Bill of lading / AWB marked as Freight Paid
- ii) Invoice
- iii) Packing note
- iv) Order copy
- v) Insurance Policy/Document.
- vi) Freight paid certificate.
- vii) Duty exemption certificate, wherever applicable.
- viii) Pre-dispatch inspection report by Inspection Agency as per Purchase order / contract.

Note:

- a. The Pre-dispatch inspection shall cover Inspection of packing, signing of challan for correctness of packing, certification for packing having done as per standard norms/international norms shall be mandatory part of scope of work.
- b. All the documents should clearly indicate the Purchaser's Order number, Import License Number, Airway Bill / Bill of Lading Number marked as Freight Paid, Insurance Policy number /Insurance Document reference no.

3. From Black Sea Ports of U.S.S.R.to India**All contracts whether FOB / FOR / C & F / CIF etc.**

Transportation of equipment and materials under these contracts shall be done by Soviet and Indian Liner Vessels belonging to the Indo-Soviet Shipping Service on a party basis in accordance with the Soviet-Indian Agreement of the 6th April 1956 as amended up to date on the establishment of a regular shipping service between the Ports of the USSR and India.

4. From Rostock (GDR) to India F.O.B. Contracts

The seller should arrange shipment of stores by vessels belonging to the member lines of the India-Pakistan-Bangladesh Conferences. If the seller finds that the space on the Conference lines vessels is not available in any specific shipment, he should take up with India-Pakistan-Bangladesh Conferences, Conferity House, East Grindstead, Sussex, U.K. for providing shipping space and also inform the shipping Co-ordination Officer, Ministry of Shipping & Transport, New Delhi. (Cable : TRANSCHART, NEW DELHI. Telex : VAHAN ND - 2312,2448 and 3104.)

- i) The bills of lading should be drawn so as to show:-

SHIPPERS: THE GOVERNMENT OF INDIA

CONSIGNEE : Government Department, Undertaking or Project concerned or Director of Supplies & Disposals / Embarkation Commandant (as specified in the tender)
(The name and address of the Post consignee and ultimate consignee should be indicated)

ii. The non-negotiable copies of the bills of lading shall indicate the gross freight paid

5. PARCEL POST METHOD OF DESPATCH TO INDIA

a. The goods must be packed suitably for postal dispatch to India, and the parcel must be addressed to M/s. Mazagon Dock Shipbuilders Limited., Mazagon, Mumbai 400 010, showing the Order Number, Item Number(s) and the Import License Number, on the Wrapper, below the address.

6. PACKING & MARKING

- a. The materials must be adequately packed in all respects for normal transport by Sea/Postal/Air dispatch to India, suitably protected against the effects of a tropical salt-laden, atmosphere, in the event of delay at Indian Port, before clearing.
- b. Each class of material, and particularly electrical equipment should be packed separately and gross weight of individual cases kept under 4480 lbs. where possible. If more than one case is included in shipment, cases should be numbered 01 and up & the corresponding number should be shown on the packing list, listing contents therein. Gross weight must be shown on each package to avoid penalty of Rs. 500/- by the local customs. All materials should be properly protected against ocean shipment particularly the possibility of rusting, corrosion or breakage.
- c. Every case / package must contain a packing note indicating particulars of the contents.
- d. All timber used in the packing of the materials is to be free from bark, insects and fungi.
7. The two ends of all packages should be color splashed with a Blue background and a white diagonal line of 1" width. For identification. All cases are to be marked in letters 3" high wherever possible as under: -

MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI

Case No. _____ Order No. _____
Gross weight in Kgs. _____
Nett weight in Kgs _____
Outside dimensions _____
Made in _____

8. Special marking instruction should comply with the Indian Merchandise Marks Act.

ii. Order packing cases to be clearly marked Made in _____ iii.

Containers in packing boxes to be marked Made in _____ iv.

Goods included in containers and packing cases to be marked either by stamping or tie labels with either :-

a. Made in _____ (Country of Origin)

b. Name of the manufacturers plus Country of Origin e.g.

SIR WILLIAM ARROL & CO. LIMITED. ENGLAND.

9. All spares and accessories shall be separately crated and labeled as "Spare Parts".

10. The following documents are to be airmailed to **MAZAGON DOCK SHIPBUILDERS LIMITED**, Mumbai, immediately they are ready to ensure that they reach us well in time before the arrival of the carrying vessel.
- a. Original and three copies of Clean Bill of Lading / Airway Bill marked as Freight Paid.
 - b. Six copies of signed invoice showing item wise, CIF prices along with packing lists. Certificate confirming that three copies of Invoice, Packing List, Non-negotiable copy of Bill of Lading / Airway Bill marked as freight paid, Insurance Policy/Document, freight paid certificate have been airmailed directly to us immediately on shipment.
 - c. Certificate of country of origin in triplicate.
 - d. Warranty certificate in triplicate.
 - e. Six copies of Manufacturer's Works Test Certificate / Shop Test Certificate.
 - f. Six copies of Certificate of Inspection and Approval from ABS / LRS / DNV / DOT or any other nominated inspection authority, (whichever is applicable).
 - g. Certificate to the effect that copies of Instruction / Operation / Maintenance Manuals have been directly forwarded to the openers by the beneficiary.
 - h. Certificate to that effect that six copies of as built drawings along with three reproducible drawings have been directly forwarded to the openers by the beneficiary.
 - i. Certificate regarding penalty vis-à-vis delivery schedule.
 - j. A performance bank guarantee in the format issued in the order (original + 2 photo copies).
- The bank guarantee is to be valid during the tenure of the guarantee period + 4 weeks for the equipment.

11. All documents should clearly indicate the following details: -

- a. Import License No
- b. Our Order No.
- c. Name of carrying vessel.
- d. Bill of Lading No.
- e. Markings on packages.

12. ARRANGEMENTS FOR PAYMENTS

The documents are not under any circumstances, to be sent through bank, on collection basis. Wherever payments are to be arranged through Letter of Credit, a confirmed irrevocable Letter of Credit will be established on receipt of a confirmation about the period upto which the letter of credit is needed for shipment and negotiation. The Letter of Credit will be for the CIF Value of the goods. No extension of the Letter of Credit will normally be granted. It must be ensured that the shipments effected before the expiry of date of the Letter of Credit.

13. For payment authorized out of India, U.K. special Defense Credit 1964, a certificate in the following form should also accompany the documents mentioned above:

"I certify that goods and services to the value of _____s, d, _____
[amount in words] as shown in the attached invoice were supplied under Contract No.
_____ dated _____.

I also certify that:-

[a] the goods supplied have been wholly manufactured in the United Kingdom.

[b] the services have been supplied by persons or corporations resident in the United Kingdom.

Signed

For _____ and _____ on _____ behalf _____ of Name
and address of the Contractor / Supplier. Date

14. INSURANCE & FREIGHT

Additional insurance (Sea/Air) if required and Local transit insurance will be arranged through the New India Assurance Co Limited, Marine Insurance Department, Commerce Centre, Tardeo, Mumbai- 400 034, India. The details of shipment will be communicated to the underwriter by Mazagon Dock Shipbuilders Limited., Mumbai, on receipt of shipment advice. Immediately after shipment, the supplier should communicate the following particulars to us by AIR MAIL, for arranging the Insurance cover.

Order No. _____

Name of Vessel _____

Voyage _____

Bill of Lading No. & Date _____

No of Packages _____

Brief description of goods _____

C.I.F. Value _____

Nett Freight _____

15. The cost of transit insurance and freight will be paid by the supplier / contract up to the port of destination on CIF basis. The risk and ownership shall be transferred on CIF basis.

16. INSPECTION AND / OR GUARANTEE

The goods supplied, will be subject to inspection and / or test as may be specified in our Purchase Order. Test Certificates, where required are to be supplied. A Guarantee in the following form should also be airmailed to us, along with the documents referred to above. We hereby guarantee that the stores supplied, are in accordance with the description and quantity shown in the purchase order, complete of goods material and workmanship throughout and that in the event of any goods on receipt of India, by the Purchaser being found not in accordance with the order, we will replace free of cost on C.I.F. basis.

17. DEFICIENCIES & DEFECTIVE GOODS

Should any deficiencies be established, these must be made good by the dispatch under "No Charge" invoice. Any complaints in regards to material will be notified within 180 days of receipt of consignment in our Yard, and any defective material will be returned back at supplier's risk and cost and the Contractor / Suppliers should replace these goods / materials and deliver free of charge on C.I.F. basis.
