



निविदा पूछताछ  
TENDER ENQUIRY

[वेब निविदा]  
[WEB 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](http://www.mazagondock.in)

Certified - ISO 9001: 2008 for Shipbuilding Division

GST ID : 27AAACM8029J1ZA

|                             |                  |                                            |                    |
|-----------------------------|------------------|--------------------------------------------|--------------------|
| निविदा सं./Tender No        | 1200001476       | विभाग/Department                           | EY COMMERCIAL      |
| क्रय अधिकारी/Purchase Exec. | Nripendra Neerav | क्रय अधिकारी/Purchase Exec.                | Nripendra Neerav   |
| सेवा में/To                 |                  | दूरभाष सं./Telephone No                    | 23762646           |
|                             |                  | फैक्स सं./Fax No                           | 23741386           |
|                             |                  | ई-मेल/E-Mail                               | neerav@mazdock.com |
| दूरभाष सं./Telephone        |                  | निविदा सं./Tender No                       | 1200001476         |
| फैक्स सं./Fax               |                  | निविदा तिथि/ Tender Date                   | 09.10.2018         |
| ई-मेल/E-Mail                |                  | निविदा बंद की तिथि/Tender Closing Date     | 31.10.2018         |
|                             |                  | निविदा बंद होने का समय/Tender Closing Time | 12:00:00           |
|                             |                  | आरएफक्यू सं./RFQ No                        | 2050001652         |

|                                                        |       |                               |
|--------------------------------------------------------|-------|-------------------------------|
| 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 |       | 27.06.2018,15:00:00           |
| 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                  |       | 10.00 %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:- ADDITIONAL PROCUREMENT STAINLESS STEEL PROFILES (US01-B) FOR YARD 11880 OF PROJECT P-75

माझगांव 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.<br>SL.No. | सामग्री / सेवा विवरण<br>Material / Service Details                                                                                                                          | मात्रा / इकाई<br>Quantity / unit | आपूर्ति तिथि<br>Delivery Date |
|-------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-------------------------------|
| 00010             | सामग्री सं./ Material Number :- 350000000000024961<br>EQUAL ANGLE PROFILE,X 2CrNiMo17-12-03, 3<br>सामग्री वर्णन/Material Description :EQUAL ANGLE PROFILE, X2CrNiMo17-12-03 | 96.00 Meter                      | 10.07.2018                    |

| क्र सं.<br>SL.No. | सामग्री / सेवा विवरण<br>Material / Service Details                                                                                                                                                                                                                        | मात्रा / इकाई<br>Quantity / unit | आपूर्ति तिथि<br>Delivery Date |
|-------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-------------------------------|
|                   | Format (mm): 30 X 3;<br>(Type) Tanomi:L 30X3<br>RN/NNO/COPIC:12541455                                                                                                                                                                                                     |                                  |                               |
| 00020             | सामग्री सं./ Material Number :- 350000000000003315<br>FLAT BAR,X 6CRNITI18-10,80X10MM<br>सामग्री वर्णन/Material Description :FLAT BAR, X6CrNiTi18-10<br>Format (mm): 80 X 10<br>RN/NNO/COPIC:12465225                                                                     | 6.00 Meter                       | 10.07.2018                    |
| 00030             | सामग्री सं./ Material Number :- 350000000000003308<br>FLATBAR,X2CRNI18-09, 18X0.8MM<br>सामग्री वर्णन/Material Description :FLATbar,X2CrNi18-09<br>Format (mm): 18 X 0.8;<br>RN/NNO/COPIC: 12464968                                                                        | 6.00 Meter                       | 10.07.2018                    |
| 00040             | सामग्री सं./ Material Number :- 350000000000003322<br>ROUND BAR,X 2CRNIMO17-12-03, 10MM ROND1<br>सामग्री वर्णन/Material Description :ROUND BAR, X2CrNiMo17-12-03<br>Format (mm):10<br>(Type) Tanomi:ROND10<br>RN/NNO/COPIC:12366207                                       | 12.00 Meter                      | 10.07.2018                    |
| 00050             | सामग्री सं./ Material Number :- 350000000000003321<br>ROUND BAR,X 2CRNIMO17-12-03, 14MM ROND1<br>सामग्री वर्णन/Material Description :ROUND BAR, X2CrNiMo17-12-03<br>Format (mm):14<br>(Type) Tanomi:ROND14<br>RN/NNO/COPIC:12366249<br>Remark:1 bar of 6 meters for 6 sub | 8.00 Meter                       | 10.07.2018                    |
| 00060             | सामग्री सं./ Material Number :- 350000000000003319<br>ROUND BAR,X 2CRNIMO17-12-03, 16MM ROND1<br>सामग्री वर्णन/Material Description :ROUND BAR, X2CrNiMo17-12-03<br>Format (mm):16<br>(Type) Tanomi:ROND16<br>RN/NNO/COPIC:12366202                                       | 6.00 Meter                       | 10.07.2018                    |
| 00070             | सामग्री सं./ Material Number :- 350000000000024967<br>ROUND BAR,X 2CrNiMo17-12-03, 35MM ROND35<br>सामग्री वर्णन/Material Description :ROUND BAR, X2CrNiMo17-12-03<br>Format (mm):35<br>(Type) Tanomi:ROND35                                                               | 6.00 Meter                       | 10.07.2018                    |

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

RN/NNO/COPIC:12366219

|       |                                                                                                                                                                                                                                  |             |            |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|------------|
| 00080 | सामग्री सं./ Material Number :- 350000000000003328<br>SQUARE SECTION TUBE,X 2CRNIMO17-12-03, 3<br>सामग्री वर्णन/Material Description :SQUARE SECTION TUBE, X2CrNiMo17-12-03<br>Format (mm): 30 X 30 X 2<br>RN/NNO/COPIC:12269806 | 24.00 Meter | 10.07.2018 |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|------------|

नियम और शर्तें : भाग ए में लिखी हुई और इतर संलग्नपत्रे इस निविदा एक अभिन्न अंग हैं। हमें आशा है की, 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**  
**WEB TENDER**  
**T.E.F. (TENDER ENQUIRY FORM)**

**MAZAGON DOCK SHIPBUILDERS LIMITED (MDL)**, Mumbai India, a premier Warship building, Ship repair, Submarine Construction & Refits and Heavy Engineering Company owned by Government of India under Ministry of Defence, is contracted for construction of six in number SCORPENE SUBMARINES (P75-Project) for INDIAN NAVY in collaboration with M/s. NG, FRANCE

MDL INVITES COMPETITIVE BID through **Sealed Envelope**, in **TWO BID SYSTEM (Part-I Techno Commercial Bid and Part-II Price Bid)** for the supplies from Suppliers/ Bidders/ Contractors. This is an **Open Tender**.

~~**Issue of e – Tender Enquiry Document:** This e-tender enquiry can be downloaded from our e-procurement website <http://eprocuremdl.nic.in>. To login and quote against this e-tender on e-procurement portal, bidders should possess Digital Signature Certificate (DSC). The help line number is 0120-4200462, 0120-4001002, mobile: +91 8826246593, you can also mail to [eproc-support@gov.in](mailto:eproc-support@gov.in).~~

**Tender opening:** Technical bid (PART-I) will be opened on the tender closing date immediately after tender closing time. Bidder(s) who wish to remain present during the tender (part-I) opening, should nominate on his letterhead the name and designation of one person authorized to remain present at the time of opening the bid and send this letter so as reach the undersigned at least one working day PRIOR to closing date of the tender.

**Price bid opening:** After completion of Technical scrutiny, intimation for price bid opening (PART-II) will be communicated only to technically accepted bidders. Bidder(s) to note that such intimation may be given at a short notice by Fax, E-mail or even by telephone only to technically accepted bidder(s). If any such technically accepted bidder wishes to remain present at the time of opening the price bid, he may depute one representative with proper authorization letter. Bidder's no response to such intimation or any request to reschedule price bid opening, not acceptable to MDL, will be construed as bidder's inability to attend the price bid opening. Bidder's any representation in this regard will not be entertained.

**SUB: ADDITIONAL PROCUREMENT OF STAINLESS STEEL PLATES & PROFILES (US01-B)  
FOR YARD 11880 OF PROJECT P75.**

1. **Description of Supplies:** Supply of Stainless Steel Plates & Profiles (US01-B) for Project P 75 (Item description, technical specification, quantity, delivery schedule, important notes to the bidders, QA requirements & General clause for the supply as per **Enclosure-1** & Purchase order specification (POS) ref no SCI-049056- Rev-J. Bidder shall confirm that the scope of supply is fully understood by them and quoted as per the **Enclosure-1**.

**(Note - Bidders are requested to collect Procurement Order Specification (POS) - SCI-049056- Rev-J & all RFP documents at Annex-4 of POS.**

**Note-Indigenous bidders to collect Procurement Order Specification (POS)- SCI-049056-Rev-J & all RFP documents at Annex-4 of POS on submission of Non-Disclosure Agreement (NDA) on Rs 100 non judicial stamp paper. It may please be noted that POS is to be collected in advance and bidder should quote according to (POS). In case of foreign bidders NDA on their letter head is acceptable. Please refer NDA format at Enclosure-2.**

2. The detailed scope of work and Rate sheet is attached herewith at **Enclosure-1 & Enclosure 3**
3. **INSTRUCTIONS TO THE BIDDERS:**

- (A) Bidders should submit the following documents along with their offer in part I technical bid :
- i. Bidders Company Profile and valid Shop & Establishment registration certificate/ registration certificate from local body for conducting business.
  - ii. List of equipment held by them with model / year / working status along with details of

their manufacturing facilities and personnel with designation, qualification and experience to determine their capabilities. SSI/NSIC units can alternatively submit valid certificate indicating their capacity.

- ~~iii. Audited / Certified Balance sheet, Profit / Loss account for past 3 years.~~
- ~~iv. The bidders experience and past performance on similar items for last 3 years (Order copies & work completion certificates to be appended).~~
- ~~v. Bidder's average turnover during last 3 years should be at least Rs.22,50,000/- or equivalent amount in foreign currency.~~
- ~~vi. The value of the supplies during last 3 years should not be less than Rs.22,50,000/- or equivalent amount in foreign currency.~~
- vii. ISO certification, if any.
- viii. Draft quality Assurance plan (QAP) indicating all referred documents for inspection criteria.

**Note:**

- a) Sr. No. i, ii and iii not required for permanent registered vendors with MDL.
- ~~b) If any cash transaction is included in turnover (statement of profit & loss) the same will not be considered for turnover value.~~
- ~~c) Start-ups are exempted from submission of prior turnover details and prior experience / PO copies. This exemption will be granted only for the items identified & displayed on MDL website under start-up icon which can be purchased from start-ups without compromising on quality & technical specifications.~~

~~(B) In case any vendor intending to respond against the tender and is not having the DSC to facilitate uploading of his bid, should approach the Service Provider at least 10 working days in advance of the tender closing date requesting DSC. The request so made to the Service Provider should simultaneously be forwarded to MDL Dealing Officer. In case the DSC is not received within 3-4 working days, the Head of concerned Commercial Section be informed and the DSC if not received from the Service Provider three working days in advance, for suitable extension to tender closing date then only the tender due date shall be considered.~~

4. Bidders registered with Mazagon Dock Shipbuilders Limited should furnish copy of valid registration certificate.

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

~~5.1. Indigenous bidders shall furnish EMD of Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) in the form of NEFT / crossed DD / Pay Order / Bank Guarantee drawn in favor of MAZAGON DOCK SHIPBUILDERS LIMITED or bid bond/SWIFT Message of equivalent foreign currency for foreign bidders shall be forwarded to GM / HOD (Commercial - EY) in sealed envelope super scribing Tender Enquiry No. and Due date, so as to reach us within 7 days from the tender closing date. The scanned image of DD / Pay Order/BG/Bid bond / SWIFT Message shall be uploaded at Part I tender stage. The bid bond / Bank Guarantee should be valid for 4 more weeks beyond the offer validity period indicated in the tender. Either of these instruments should be drawn on as per the list of banks approved by SBI / Canara bank published on MDL website, payable at Mumbai. Crossed DD / Pay Order issued by Cooperative banks however will be accepted subject to realization. Authorized Indian agent of the overseas bidders can submit EMD in the form of NEFT / DD / Pay Order in Indian Rupees. Similarly authorized Indian agent of the overseas bidders can submit BG as per list of banks approved by SBI / Canara bank as bank of international repute published on MDL website on behalf of foreign bank. Bidders to advise their bank/banker to send EMD directly to commercial department or through SWIFT to dispense with additional step of verification of authenticity of signatories. In case of EMD transmitted through SWIFT, it shall be the responsibility of the bidder that he directs the receiving banker to forward the message duly authenticated to the concerned commercial officer mentioned in the tender. Bids without EMD, other than those who are exempt from payment of EMD will not be considered. EMD of unsuccessful bidders will be returned after finalization of the tender and shall be interest free.~~

~~Firm should submit the original EMD in closed Envelopes (Sealed), Super scribed as EMD/BID Bond for Tender Ref. No. EY/CD/P75/PG/1200001474, Due date, time, and~~

~~addressed to, General Manager / HOD (Commercial Dept.), East Yard, Mazagon Dock Shipbuilders Limited, Dock Yard Road, Mazagon, Mumbai, 400010, INDIA, and should be Submitted to office of GM/ HOD (C-EY) or Deposited strictly at tender box situated at the following designated place within 7 working days after closing date of tender. EMD submitted at other place will not be considered after tender opening. **East Yard Tender Box – Reception office Mazagon Dock Shipbuilders Limited, Dock Yard Road, Mumbai – 400 010. India**~~

~~Timely submission of the original EMD is the responsibility of the bidders and no reasons /excuses in this regard will be entertained by MDL. Original EMD reached after 7 working days from tender closing date & time will render the e-bid (submitted by bidder) liable for rejection..~~

~~**5.2. EXEMPTION FROM SUBMISSION OF EMD/BID BOND:**~~

~~Following bidders shall be exempt from submission of EMD/Bid Bond;~~

- ~~a. State & Central Government of India departments, Public Sector Undertakings.~~
- ~~b. Firms registered with MDL. To qualify for EMD exemption, firms should necessarily submit valid copy of the Registration Certificate issued by MDL, for the items for which the offer is being submitted, in Part-I offer/bid. Firms in the process of obtaining MDL registration will not be considered for EMD exemption.~~
- ~~c. Firms registered with NSIC under its "Single Point Registration Scheme". (Exemption will apply only to items/services for which they are registered. To qualify for EMD exemption, firms should necessarily submit valid copy of the Registration Certificate along with the list of items /services for which they are registered, as issued by NSIC, in Part I offer / bid. Firms in the process of obtaining NSIC registration will not be considered for EMD exemption.)~~
- ~~d. All Micro & Small Enterprises subject to their submitting the Registration Certificate from the Competent Authority regarding their Micro/Small Industry status.~~
- ~~e. Tenders approved for waiver of EMD in all cases not covered under a) to d) above with the approval of functional Director.~~
- ~~f. The recognised institutes such as VJTI/IIT submitting offers for structural stability certification are exempted from submitting EMD.~~
- ~~g. Common/Deemed DPSU registered vendors qualify for EMD exemption. Such firms shall submit valid copy of the registration certificate issued by DPSUs (other than MDL) for the items / services for which the offer is being submitted in Part-I offer/bid. Firms in process of obtaining registration in other DPSUs will not be considered for EMD exemption.~~
- ~~h. Green Channel Status vendors qualify for EMD exemption. Such firms shall submit valid copy of the Green channel certificate issued by MOD for the items for which the offer is being submitted in Part-I offer/bid. Firms in process of obtaining this certificate will not be considered for EMD exemption.~~

**6. Validity Period:** Bids / Offers Shall have the validity period of **150 Days** from the tender closing date. A bid valid for a shorter is liable for rejection.

**7. Submission of offer in Two Bid System:** Offer must be submitted in Two parts, each offer securely closed (sealed) separately, in Two Envelopes Part - I & Part – II as stated below

**A. Part-I:** This envelope shall contain hard Copies of below mentioned documents/details all duly stamped and signed by authorized persons:

- i. Technical Bid clearly indicating item wise descriptions & other details such as specifications, drawings etc as relevant to the offered materials.
- ii. Price schedule BLANKING the PRICES but clearly indicating 'QUOTED' OR 'NOT QUOTED' as applicable against each of the listed item in the prescribed format as per **Enclosure-3** duly Stamped & Signed.
- iii. Acceptance on clauses of Tender Enquiry (TEF), STACS (Standard Terms & Conditions) and General Terms & Conditions (GT&C) in the prescribed formats (**as per Enclosure- 4, 5 & 6**) duly stamped, signed & filled '**Accepted OR Not Accepted**' as applicable for each of the clause.
- iv. Prequalification documents as indicated at clause 3A and 4 above.
- v. Deviation sheet as per **Enclosure-07** in case of any deviation from TEF, STACs & GT&C.
- vi. Bank details for payment by NEFT in the format provided at **Enclosure-8**. Foreign bidders will provide their bank details separately.
- vii. Bidder to submit List of Documents and Certificates that will be provided along with item(s) as

per **Enclosure-9**.

- viii. Conformity matrix as per **Enclosure-10** completely filled, signed & stamped.
- ix. Official Secrets act as per **Enclosure-11** dully signed and stamped.
- x. GST registration details / GST acknowledgement or Tax Authority Letter
- xi. Copies of valid Registration or Approval certificates in case of Bidder's firms registered with MDL / NSIC/ MSME.
- xii. ~~Scanned copy of EMD (DD/ BG) submitted.~~

**IMPORTANT NOTE:** - Bidder to ensure that the un-priced bid formats submitted in Sealed envelope/ ~~E-portal~~ should contain EXACTLY IDENTICAL TEXT & MATTER as that of Price Bid Formats of Part-II but stating 'QUOTED' OR 'NOT QUOTED' in place of price values.

- B. PART II:** This envelope should contain only the PRICES (Rate Sheet) for items, duly stamped and signed by bidder's authorized persons & should be quoted strictly in the prescribed format provided with tender at **Enclosure-02**.

Both these securely closed Envelopes i.e. Part-I Technical bid envelope & Part-II Price Bid envelope should be put in a Third Bigger Envelope securely closed (Sealed), Super scribed with Tender No., Due date, time and addressed to :-

**GM (Commercial East Yard),  
Kind Attn: Praful Gokakkar, M (C-EY),  
SSA Workshop, Office Building, North Block, 4<sup>th</sup> floor,  
Mazagon Dock Shipbuilders Limited, Dock Yard Road, Mumbai-400 010, INDIA.**

Bids in sealed envelope should be Submitted or Deposited at the following designated place:

**Tender Box - East Yard – Commercial Department  
Reception Centre - Mazagon Dock Shipbuilders Ltd,  
Dock Yard Road,  
Mumbai-400 010, India**

The submission of bid within stipulated time at designated place in East Yard Commercial tender box is the sole responsibility of Bidder.

**8. Bid Rejection Criteria:**

**(a) Following bids shall be categorically rejected:**

- i. The Bids received after tender closing date and time.
- ii. ~~Bids received without EMD (other than those who are exempt from payment of EMD), as specified in the tender.~~
- iii. ~~In case of e-tenders, if the date of issue of EMD (DD/BG) is later than tender closing date.~~
- iv. ~~Bidders not agreeing to provide assistance for installation of equipment supplied by them.~~
- v. ~~Bidders not agreeing to accept Integrity Pact submitting intergrity pact with deviation in MDL format.~~

**(b) Following bid rejection criteria may 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 which may range in between two to three weeks depending on the deficiencies noticed in the drawings / technical data/ capability in execution 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. Bids received without pre-qualification documents where required as per the tender.
- v. Bids not meeting the pre-qualification parameters stipulated in the tender enquiry.
- vi. Wherever PVC is allowed as per Tender but the bidder(s) quoted fixed price **or vice-versa**.

- vii. High seas sales/ sales in transit.
- viii. Unreasonably longer delivery period quoted by the firm.
- ix. Validity period indicated by bidders is shorter than that specified in the tender enquiry.
- ~~x. Bidders not agreeing to furnish required Security Deposit / Required Contract Performance Guarantee till completion of the supplies / services as per contract.~~
- xi. Bidders not agreeing to furnish Performance Bank Guarantee for equipment supplied / services rendered or not agreeing for retention of equivalent amount by MDL up to the period till completion of contractual and guarantee / warranty obligations.

~~In case of e-tenders, the original of the uploaded copy of EMD (DD/BG) if received after seven days of the tender closing date.~~

**(c) Consideration of Indian Agents-**

- i. Bidders shall also ensure that either the Indian Agent on behalf of the Principal/OEM or Principal/ OEM itself bids, but not both bid simultaneously for the same product/item in the same tender

If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

**9. Clarifications on tender enquiry documents:** A prospective bidder requiring any clarification of the bidding documents may notify MDL in writing or fax at MDL mailing address indicated in the Invitation for Bids.

**10. A) Modifications to the Bids:** Bidders desirous of submitting modified bids prior to the closing date & time may do so by sending a modification notice by fax, e-mail etc but followed by assigned confirmation copy of their request so as to reach the undersigned not later than the deadline for submission of bids. However it shall be the responsibility of the bidder to ensure that the covers containing modified bids are clearly marked as “Modified / Revised Bid” and deposited in the designated tender box before the tender closing date & time.

**B) Amendments to the Tender Enquiry:** At any time prior to the deadline for submission of bids, MDL for any reason whether at MDL’s own initiative or in response to a clarification requested by prospective Bidder(s) may modify the Bidding Documents by amendment. In order to afford prospective Bidder a reasonable time in which to take the amendment into account in preparing the bids, the MDL may, at his discretion, extend the deadline for the submission of bids. For this reason interested and prospective bidders are advised to regularly visit the specified website of MDL tenders until closing date of the tender.

**11. Delivery Period / Completion Schedule:**

Bidders are requested to confirm the following delivery schedule in their Part-I offer (Technical bid).

| <b>Boat Nomenclature</b> | <b>MDL Yard No</b> | <b>Desired time for Arrival of materials in MDL, Mumbai for Indian Bidder/ FOB/FCA for Foreign Bidder</b> |
|--------------------------|--------------------|-----------------------------------------------------------------------------------------------------------|
| SM6                      | 11880              | 8 weeks from date of PO placement                                                                         |

**In case the proposed delivery is unable to achieve, bidder to submit minimum delivery lead time from placement of order. The lead time shall include time required for export license, order acceptance time & QAP approval time. The date of BOL/AWB will be considered as delivery date for FOB/FCA delivery.**

In case of unusually high lead time in opinion of MDL, MDL have choice to not consider offer of bidder for respective boat.

- A)** In case materials are not delivered by supplier within schedule delivery date then the new delivery date must be intimated 2 weeks before scheduled delivery date and progress reports to be submitted by suppliers on weekly basis.



## 12. Pricing:

Bidder shall quote firm & fix prices for the delivery. 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. 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.

- i. **For Indian Bidders:** Bidder shall quote firm & fixed prices for delivery to MDL stores and the prices should be inclusive of TPI Charges for all items listed in the price sheet format of the tender enquiry. Also, the bidder shall indicate TPI charges in terms of % of basic price quoted by them in Part-I technical bid. TIP charges to be borne by suppliers
- ii. **For Foreign Bidders:** Bidder shall quote firm & fixed prices for the delivery on FOB as well as FCA port of dispatch basis in their country/country of origin only and the prices should be exclusive of TPI Charges for all items listed in the price sheet format of the tender enquiry. Inspection shall be carried out by DGA/DGA nominated inspection agency.

In case of Foreign Bidders, DGA charges will be paid by MDL. However, incase MDL decides at later stage that inspection is to be done by TPI in place of DGA , then TPI charges are to be borne by foreign bidder. Hence, foreign bidders are also required to mention TPI charges in terms of % of FOB prices quoted by them in Part I technical bid. These charges will also be used for ranking of bids if MDL is paying DGA charges.

Prices on the basis of FOB factory or ex works basis are not acceptable. However prices on CIF/CIP Mumbai Seaport/Airport basis must be quoted to ascertain the cost of transportation for ranking of the bids. **MDL may place order on FOB/FCA basis or CIP/CIF basis. Hence, firm to take note of this while quoting CIF/CIP prices.** The prices quoted shall remain firm and fixed during the currency of the order / contract unless agreed otherwise by MDL. Needless to state that the delivery terms by way of high sea sales / sale in transit are not acceptable.

### Note:-

- i) **Price Variation Clause (PVC): Not applicable.** Bidder shall quote firm prices for the requirement during the tenure of contract. Bidder shall quote the prices for each yard as firm & fixed. Any variation of prices in form of price variation formula or clause linking with any metal index will not be accepted.
- ii) MDL will not bear TPI charges.

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

Advance payments are discouraged and therefore are to be considered as not allowed. Variations proposed by the bidders will be normalized at SBAR plus 2% to evaluate the bids for ranking in the case of indigenous bidders. For overseas bidders, the bids will be normalized at LIBOR / EURIBOR rate plus 2% or 6% whichever is higher for ranking of the bids.

### Payment terms shall be as under:-

- a) **For Indigenous Bidders:** Full payment for the value of supplies, 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 materials by MDL QA-EY, SOT (MB):
  - i. Set of Original+2 copies of Signed Invoice showing item-wise description & prices as per order.
  - ii. Delivery challan / GRIR (GRN) duly acknowledged by MDL East yard-stores.
  - iii. Set of Original+2 copies of Warranty Certificate as per **Enclosure-12**.
  - iv. Set of Original+2 copies of Certificate of Conformity endorsed by supplier's QA and Third Party Inspection (TPI) Agency as per **Enclosure-13**.
  - v. Original +2 Copies of Performance Bank Guarantee towards warranty in prescribed format **Enclosure-14**.
  - vi. Set of Original+2 copies of Material test Certificate endorsed by OEM.

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- vii. Test reports / Certificates (MTCs), Inspection reports & release notes from the TPI agency.
- viii. Other Technical documentation as decided during TNC/CNC, if any.

**Note: -**

- i. Supplier has to ensure submission of DTR documents as per clause 3.3 and annex 2 of POS-SCI-049056 Rev-J & STF, MAT documents indicated in POS at least 4 weeks before delivery to MDL for acceptance.

**b) For Foreign Bidders:**

Payment through L/C :- Payment will be made against irrevocable unconfirmed letter of credit (L/C) established through our bankers.. For opening L/C, Suppliers should essentially furnish their clear & timely acceptance of the order. For opening L/C, all charges outside India shall be borne by the Beneficiary (supplier). In case supplier seeks L/C amendment for no fault of MDL or requires confirmation of L/C then all charges towards L/C amendment or confirmation of L/C respectively shall be borne by the supplier.

Bidders are requested to submit COC as per format enclosed and Complete set of DTR as per clause 3.3 and Annex-2 of POS-SCI-049081 Rev-O, at least 4 weeks before delivery for acceptance. LC will be opened only after receipt of security deposit for 5% of the order value and acceptance of the DTR documents as per POS and COC as per the tender document. Supplier shall forward request for opening of LC after receipt of Acceptance of DTR from MDL indicating details of shipment. LC will be opened within 15 days of request from supplier. LC will be valid for 21 days after the delivery date.

L/C will allow payment on timely presentation of following documents through bankSet of

- i. Original+2 copies of Signed Invoice showing item-wise description & prices as per order.
- ii. Set of Original+2 copies of Signed Packing List showing item-wise description, qty, Net Weight & Gross Weight etc.
- iii. Set of Original+2 copies of Clean on board Bill of Lading / Airway bill made in the name of MDL Bank and marked as freight paid to be paid.
- iv. Set of Original+2 copies of Certificate for Country of origin.
- v. Set of Original+2 copies of Warranty Certificate as per **Enclosure-12**.
- vi. Set of Original+2 copies of Certificate of Conformity endorsed by supplier's QA and DGA/DGA nominated inspection agency as per **Enclosure-13**.
- vii. Original +2 Copies of Performance Bank Guarantee towards warranty in prescribed format **Enclosure-14**.
- viii. Set of Original+2 copies of Material test Certificate endorsed by OEM.
- ix. Certificate Confirming that supplier has couriered/dispached three sets of Non-Negotiable Documents comprising of Complete set of DTR as per clause 3.3 and Annex 2 of POS-SCI-049081-Rev-O, all Test reports / MTCs, Technical Documents, Drawings, Manuals, Procedures etc. as relevant to supplied item, Signed Invoices, Packing Lists, Bill of Lading/ AWB marked as Freight Paid, Insurance Policy/ Document, Freight Paid Certificate, COC, Country of Origin Certificate, Warranty Certificate, Performance Bank Guarantee, directly to MDL
- x. Certificate issued by MDL confirming that the delivery is made in time and no penalty is applicable OR in case of delays, admissible amount of penalty will be specified by MDL in this certificate for reduction of equal amount from supplier's invoice. (MDL will issue this certificate generally by FAX after receipt of signed copy of invoice, packing list, COC, date of the proposed shipment, & copies of B/L or AWB marked as Freight to pay.
- xi. Certificate issued by MDL confirming acceptance of relevant DTR for item no and for partial/final dispatch of items.
- xii. Certificate confirming that the shipping instructions (inclusive of packing)

have been Followed while packing / shipment and forwarding of details for Freight & insurance to MDL.

- xiii. Other Technical documentation as decided during TNC/CNC, if any

**Note: -**

- ii. Supplier has to ensure submission of DTR documents as per clause 3.3 and annex 2 of POS-SCI-049056 Rev-J & STF, MAT documents indicated in POS at least 4 weeks before delivery to MDL for acceptance.
- iii. Additional loading of prices (A) Towards charges incurred in L/C opening by MDL and (B) Interest for period of 20 days @ base rate of SBI+2% on payment amount will be considered while evaluating foreign bidders for ranking. An illustration of the loading criteria and Ranking of Bids that will be adopted is at **Enclosure- 15**.

All the shipping documents should clearly indicate the Purchaser's Order number, Letter of Credit no, IEC code 0388070412, Airway Bill / Bill of Lading Number and the all the technical documents should at least indicate Purchaser's Order number in addition to other details for co-relation as relevant to each supply and Import under non negative list of Import Export Policy AM 2015-2020.

**14. Deviations: -**

- (i) MDL desires that the bidder abide by all the Terms of this tender enquiry and avoid deviations.
- (ii) Acceptance Formats of TEF, STACS and GT&C as per **Enclosures 4, 5 & 6** contained herein should be properly filled, signed and returned by the bidder along with techno-commercial (Part-I) bid.
- (iii) The bidder also hereby confirms acceptance & compliance to the Scope of Supply (**Enclosure-1**) and all other Enclosures attached herewith.
- (iv) The bidder hereby further confirms that any **deviations taken, have been recorded on a Prescribed format of Deviation sheet as per Enclosure-7** indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and suggested alternative(s) and submitted in the Technical Bid (Part-1) of the offer and only these deviations thus recorded and submitted need to be considered by MDL for evaluation of the bid.

**Note: -**

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

**15. Guarantee / Warranty:**

The items/material are to be guaranteed for a period of 12 months from the date of supply of ordered materials in MDL in case of indigenous vendor and/or the items supplied shall have warranty for a period of 12 months from the FOB/FCA delivery date (Bill of Lading/ Date on AWB) of each item in case of foreign vendor.

The bidder shall warranty that the items supplied under the order shall be free from all defects in materials and workmanship, of the highest quality, consistent with established and generally accepted standards for such supplies, in full conformity with the specifications / drawings. The warranty shall survive inspection of, payment for & acceptance of the items supplied but shall expire 12 months after FOB/FCA delivery / in MDL as case may be. If within the above mentioned period, the items 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 replace in whole or in part, such defective portion at your expenses and to the entire satisfaction of MDL.

**16. Performance Bank Guarantee towards warranty:**

Contractor / Supplier / Vendor will be required to submit a Performance Bank Guarantee in the MDL prescribed format at **Enclosure-14** from a Nationalized / Scheduled Bank or bank of International repute excluding Co-operative banks from the list of banks approved by SBI/Canara Bank available on MDL website for 10% (**Ten per cent**) value of the order excluding taxes, duties levies and valid for a period of 13 months (12 months warranty period + one month claim period) from the date of delivery or 12 months from the date of signature confirming receipt of the materials by MDL whichever occurs earlier plus one month as a claim period or agree for retention of equivalent amount by MDL up to the period till completion of contractual & Guarantee / Warranty obligations.

**17. Taxes & Duties:-**

**i. For Indian Bidders:**

**GST Compliance:**

Due to implementation of GST, Suppliers /contractors shall agree unconditionally to mandatorily pass on the any / all benefits arising in terms of reduction in goods/service's prices to MDL under anti-profiteering provisions of GST Law.

- a) If the vendor is registered under GST, the GST registration number (15 digit GSTIN) issued by GOI shall be mandatorily provided by the vendor. Vendor having multiple business verticals within state / at multiple states with separate GST registration numbers shall forward GSTIN of these verticals involved in supply of goods and/or services. MDL GSTIN is 27AAACM8029J1ZA and shall mention the same while invoicing and avoid any data entry error on GST portal.
- b) If the vendor is registered under GST, vendor shall mention the HSN code for goods &/or services in their tax invoice, etc. These codes must be in accordance with GST Law and responsibility of specifying correct HSN codes for goods &/or services is that of the vendor. MDL shall not be responsible for any error in HSN code for goods &/or services specified by supplier / contractor. However if any penalty is levied on MDL or any loss of ITC to MDL occurs or any delay in availing ITC by MDL occurs due to such error, supplier / contractor shall reimburse such loss after intimation by MDL or the amount shall be recovered from the SD or any outstanding payments to the party.
- c) If the vendor is registered under GST, Vendor shall ensure timely submission of invoice as per the provisions / requirement / timeline promulgated by GOI in relation to GST Law with all required supporting documents to enable MDL to avail input tax credit promptly. The vendors invoice inter alia should contain GSTIN of vendor, GSTIN of MDL (i.e. 27AAACM8029J1ZA), GST tax rate separately, HSN code wise goods or services, place of supply, signature of vendor, etc. Original invoice needs to be submitted to Bill Receipt Centre at MDL gate, and a copy of the invoice should be given to the goods receiving section (GRS).
- d) If the vendor is registered under GST, vendor shall file all applicable returns under GST Law in the stipulated time & any losses of tax credit to MDL arising due to delay in filing will be recovered from their invoice wherever MDL is eligible to avail tax credit. Any default towards payment of tax and / or uploading of monthly returns by supplier/contractor, MDL retains right to withhold payments towards tax portion until the same is corrected & complied by the supplier/contractor with the requirement of GST along with satisfactory evidence.
- e) In case, MDL is unable to avail ITC, supplier/contractor at their own cost shall rectify the shortcoming in the returns to be filed immediately thereafter. Further, if the ITC is delayed / denied to MDL / reversed subsequently as per GST Law due to non / delayed receipt of goods and / or services and / or tax invoice or expiry of timelines prescribed in GST Law for availing ITC, non-payment of taxes or non-filing of returns or any other reason not attributable to MDL, such amount shall be recoverable from supplier / contractor along with interest and penalty as levied on MDL under GST Law for the number of days the ITC was delayed. This amount shall be recovered from the SD or

any outstanding payments. If the short coming is not rectified by supplier/contractor and MDL ends up in reversal of credits and / or payments, supplier /contractor is fully liable for making good all the loss incurred by MDL as a result of default.

- f) If the GST rating of supplier /contractor on GST portal / Govt. website is found to be negative / blacklisted then MDL shall reimburse GST to the vendor only after he makes the payment of GST and fulfils all requirements as per GST Law for successful availment of ITC by MDL. Further, MDL is entitled to deduct / recover such GST along with penalties / interest, if any, incurred by MDL.
- g) If the vendor is registered under GST, vendor shall be responsible for financial and non-financial consequences in case of non- compliance of GST provisions / requirements / timelines on their part. MDL shall pay the applicable GST taxes to the vendor at actual & supplier/contractor shall pass on the reduction in prices to MDL on account of change in the tax structure.
- h) The applicable taxes shall be clearly indicated. The Item wise rates quoted in the rate sheet should exclude taxes. Bidder should indicate taxes and levies as applicable separately under each of the head in the same rate sheet.
- i) Wherever all-inclusive prices are quoted by the bidder(s) and accepted without bifurcation of tax elements, no escalation shall be considered in respect of any variation in statutory levies arising subsequently in the absence of required base figures.
- j) Supplier / contractor will not be entitled to any increase in rate of taxes occurring during the period of extended delivery completion schedule if there is delay in supplies / completion attributed to him. However, if there is a decrease in taxes, the same must be passed on to MDL.

**Note: Any change in tax component/structure due to government regulation during the execution of contract within contractual delivery period the same will be applicable at actual ruling at the time of supply/service/execution (This will however not be applicable in case of extended delivery/completion schedule) of contract after Government Notification.**

- ii. **For Foreign Bidders:** Prices quoted by foreign bidders shall be inclusive of all taxes and levies which are payable in their country or country of origin but excluding only those taxes which are payable in India.

#### **18. Loading Criteria and Ranking of Bids :-**

Items are separable & L1 bidder will be decided item wise after loading for deviations mentioned as per format of loading criteria where ever applicable.

Deviations sought by the bidder in respect of tender terms such as delivery, Freight, Insurance, Payment terms shall be loaded on the bidder/s quoted prices during price evaluation by MDL. An illustration of the loading criteria that will be adopted is mentioned below in the illustrative format. Among the equal bids, bidders with ISO 9000/9001 V 2008 series accreditation over non-ISO bidders, firstly Manufacturers then their authorized dealers will be given preference.

#### **Loading criteria that will be adopted are detailed below:**

- i. It is desirable that the bidder accepts the payment terms indicated by the company in the Tender document. Varied payment terms quoted by Indian bidders as compared to the terms stated in the Tender document shall be normalized by adopting the Prime Lending Rate of SBI plus 2% in case of Indian bidders & LIBOR / EURIBOR rates plus 2% or 6% whichever is higher in case of foreign bidders thereon on the amount (s) at variation and/or for the period (no. of days) at variation.
- ii. If the requirement of advance payment is absolutely unavoidable for bidders, then it will be allowed against a bank guarantee of 110% of advance amount with sufficient validity period. The quantum of advance will not be more than 15% of order value. Interest will be applicable at the PLR plus 2% in case of Indian bidders and LIBOR/EURIBOR rate plus 2% or 6% whichever is higher in case of foreign bidders. Applicable PLR/LIBOR/EURIBOR

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rates will be indicated separately at that time. The offer of bidder will be loaded at this rate for the period of recovery, which will be decided after bid opening. If the bidder seeks advance payment at the lower rate than the rate specified above then only differential amount of interest shall be loaded on the quoted price.

- ~~iii. Variation regarding the quantum of Security Deposit shall be normalized by loading the quoted price with the quantum of variation.~~
- iv. In respect of the requirement for furnishing Warranty Bank Guarantee, the variation shall be normalized by loading the quoted price by an amount equivalent to 10% of quoted price minus the quantum, if any, for which portion of guarantee is agreed to by the bidder.
- v. For additional delivery period sought by bidder over the stipulated date of delivery/completion of tender, 0.5% per completed week may be loaded to the quoted price.
- vi. Deviation sought in respect of rate per week and/or maximum ceiling in respect of Liquidated Damages shall be loaded on the quoted price. For e.g., the maximum ceiling towards L.D. stipulated in tender is 5% and bidder seeks to limit it to say 3.5%, then price quoted will be loaded by 1.5%. If rate of L.D. per week in tender is 1 % per week or part thereof and bidder seeks it as, say, 0.80% per week or part thereof, the maximum ceiling on L.D. as per tender will be equated to weeks (5 weeks in this case) and rate proposed by bidder, i.e. 0.8 % will be multiplied by the so equated maximum period (which works to 4%) and the quoted price will be loaded accordingly by 1%. Delivery, being the essence of the contract, it is desirable for the bidders to adhere to the stipulated clause.
- vii. Deviation in respect of the period of Warranty/Guarantee shall be loaded to the quoted price at the rate 0.25% per month or part thereof. This does not arise if the bidder quoted additional price for the differential period.
- viii. Prices quoted by foreign bidders will be loaded by 1% on CIF/CIP prices towards inland transportation & port handling charges from Mumbai Port to MDL stores for comparison with basic price of Indian Bidders.
- ix. Additional loading of prices towards charges incurred in L/C opening by MDL and interest for period of 20 days @ base rate of SBI+2% on payment amount will be considered while evaluating foreign bidders for ranking purpose in case Bidder is quoting payment through L/C instead of payment through T/T within 15-20 days of receipt & acceptance of material.

**Criteria for Normalizing the Price Bid for Ranking:**

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

- i) In case of Foreign Supplier, the total of basic cost (CIP/CIF) and customs clearance/ port handling / transportation charges to the yard will be the basis for the purpose of comparison of various tenders. Taxes, duties and levies in India will be excluded for ranking the tenders.
- ii) In case of Indian suppliers, the total of basic cost and transportation charges to yard, if any, will be the basis for the purpose of comparison of various tenders. Taxes, duties and levies may be excluded for ranking the tenders.
- iii) Currency conversion factors as applicable on the day of opening of price bid will be taken to bring the bidders on equitable basis. For this purpose, bill selling rate of exchange will be considered.
- iv) The method of excluding the taxes, duties and levies payable as at (ii) above is for the purpose of ranking of price bids. As taxes, duties and levies are excluded for the purpose of ranking of bids to determine L-1 bidder, in accordance with guidelines issued by MOD, there may arise a situation where overall cost (inclusive of taxes, duties & levies) of supply by the adjudged L-1 bidder may be higher compared with any other bid(s) depending on the tax structure. Therefore, it would be required that the adjudged L1 bidder has to reduce the price to make it competitive both before including taxes, duties & levies and after including taxes, duties & levies. If the adjudged L1 bidder does not agree to reduce the price to make it competitive after including the

taxes, duties & levies, then the next ranked bidder(s) will be afforded the opportunity so that the procurement is competitive.

**19. Consignee :-**

- i. **For Indian Bidder** : The Supplier/Vendor shall arrange dispatch of goods 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 items without insisting for consignee copy of the Lorry Receipt.

- ii. **For Foreign Bidder**: The Supplier/Vendor shall hand over the goods to Air freight forwarder/Sea freight forwarder intimated by MDL 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.**

An advance copy of invoices along with other relevant documents shall be forwarded to the purchaser sufficiently in advance to enable clearance of cargo to avoid demurrage.

**20. Mode Of Dispatch:**

- i. For Indigenous bidders :- Road / Rail  
ii. For Foreign bidders :- Sea / Air  
For dispatch through prior permission of MDL is required

- 21. Public Grievance Cell: - A Public Grievance Cell** headed by Shree. S. D. Kajawe, 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 Limited, Dock Yard Road, Mumbai, 400010, INDIA or send their complaints / grievances to him in writing for redressal. His Telephone No. is +91 022- 23782338.

**22. Liquidated Damages:-**

- i. 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 0.5 % (point five per cent) per Week or part thereof, subject to maximum of 5% of the undelivered portion. If the supply is delayed, the supplier shall deliver the required material immediately by fastest mode of transport including air at suppliers cost as proposed by MDL.
- ii. 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 (i) above. The risk and ownership shall be transferred on FCA/FOB basis for Foreign Bidders. Mode of transport will be decided by MDL depending on urgency/feasibility.
- iii. Date of Bill of Lading/Air way Bill (marked as Freight to pay) for Foreign Bidder and Date of supply of item at MDL for Indian Bidder shall be considered for the purpose of levy of liquidated damages. The risk and ownership shall be transferred on FOB/FCA basis.

- 23.** MDL reserves the right to consider placement of Order/Contract in part, partial or in full against the tendered quantity or reject any or all tenders without assigning any reason.

- 24. A. Indigenous Bidders:** Inspection criteria will be Certificate of Conformity (COC) endorsed by Supplier/ Manufacturer's QA Department and TPI agency is applicable. The QAP is to be forwarded to MDL by the supplier within 15 days from date of purchase order. MDL QA

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will approve the QAP of the supplier.

Firm should provide following documents along with the supply:

- i. Third Party Inspection report duly signed by authorised person.
- ii. Requisite sets of material release note issued by Third Party Inspection Agency,
- iii. Inspection reports,
- iv. Test Certificates,
- v. DTR are to be provided.

MDL shall not bear any additional cost for third party inspection. The bidders are advised to mention the name & following details of the Third Party Inspection Agency in their technical bid (Part-I bid).

Name of the inspection agency:- \_\_\_\_\_

Contact Person from Inspection Agency : - \_\_\_\_\_

Address of the inspection agency:- \_\_\_\_\_

Contact numbers:- \_\_\_\_\_

- B. **For Foreign Bidder:** Inspection criteria will be **Certificate of Conformity (COC)** issued by Supplier/ Manufacturer's QA Department and DGA/DGA nominated inspection agency is applicable. The QAP is to be forwarded to MDL by the supplier within 15 days from Purchase Order Date. MDL QA will approve the QAP of the supplier.
- C. The scope of inspection by DGA / DGA nominated inspection agency or Internationally reputed Third Party Inspection Agency to also include but not limited to review of DTR in correlation with the materials, grades, verification of identification marks, visual inspection of material and dimensional checks, etc so as to establish full conformity in the form of inspection reports, certificate of conformity with the applicable POS, STF, and other associated documents mentioned there in.
- D. Accepted material must be in co-relation with relevant inspection reports & DTR file according to Annex 2 of POS-SCI-049056-Rev-J and STF documents therein. Bidders are also requested to submit conformity certificate confirming compliance to POS/STF/MAT documents indicated in POS.
- E. Supplier has to engrave / punch / permanent non erasable ink label on supplied items with their respective 'COPIC/RN/NNO/SAP material Numbers' for proper identification during receipt inspection.
- F. 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 and Non-erasable/hard punch stamp of the inspection authority in co-relation with the Material Test Certificates and inspection reports. 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.
- G. Scanned copy of complete set of DTR as per annexure 2 of POS-SCI-049081-Rev-O and COC endorsed by supplier/ manufacturers QA Department or DGA or their nominated inspection authority or Internationally reputed Third Party Inspection Agency is required to be submitted to MDL at least 4 weeks before FOB/FCA delivery.
- H. Receipt inspection at MDL, East Yard Stores by MDL, QA-EY / SOT (MB). Items shall be inspected at MDL East Yard stores by MDL QA-EY and or SOT (MB) and discrepancies reported, if any, will have to be soon addressed / resolved by you with appropriate corrective actions. In addition, Vendor's representative may also be involved where so stipulated in the bid and agreed in the contract.
- I. Bidders is requested to submit a Production Process Breakdown that shows the steps of production and presents the control & tests that are made throughout the production. This can be demonstrated in the draft Quality Assurance Plan (QAP) to be



submitted by you within 15 days from the date of placement of Order on you. As per the procedure, MDL will suggest comments, on the draft QAP submitted by you for incorporation. On receipt of comments from MDL, you shall amend QAP and furnish 03 (three) original copies of updated QAPs duly signed by representatives of your Quality Team. MDL will approve the originals and forward two copies to you to enable you to hand over one copy to Inspection Agency.

- J. In case of Spanish Suppliers or supplies from Spain, bidders have to demonstrate conformance to quality assurance requirement a AQAP 2110 by way of submitting relevant quality plan as per Clause 5.4 of AQAP 2110, Edition 3. The QAP to be forwarded to DGA by you for their opinion with a copy to MDL. MDL QA will approve the QAP of the supplier on the basis of opinion by DGA. For reference of AQAP 2110, you may refer to official website: <http://www.nato.int/dou/stanag/aqap2120e.pdf>. The requirement of this order is subject to GQA of the department in charge of GQA within DGA of the French Ministry of defence. This department will act as customer representative by performing GQA activities besides the supplier and if necessary besides its sub- contractors

**25. Security Deposit :-**

~~This clause will be applicable, if the order value is more than Rs. 10 Lakhs and delivery period is beyond 25 days from the date of placement of order. Bidder shall submit Security Deposit (contract performance BG) for an amount of \_\_\_% (\_\_\_ per cent) of the Contract/Order value (excluding taxes, duties, freight service component) in the form of NEFT / DD/ Pay Order / Bank Guarantee in favour of **Mazagon Dock Shipbuilders Limited** as per MDL standard format from the list of banks approved by SBI/Canara bank published on MDL website within 25 days from the date of transmission of order and valid till contractual delivery of all the items. Bank Guarantee should be valid till contractual delivery date plus one month for claim period and one month before expiry, it shall be extendable until delivery of last ordered item. Security Deposit will be returned only after successful execution of the order. Refund of security deposit whenever considered admissible by the Purchaser, shall be without interest only. MDL Standard format for Security Deposit is enclosed at **Enclosure-17**.~~

~~Please note that MDL does not extend any concession such as exemption in payment of Security Deposit etc. to any organization irrespective of their status like registration with MDL, NSIC, SSI, etc. PSU can submit Indemnity Bond in lieu of Security Deposit.~~

**Non submission or late submission of Security Deposit:**

- ~~a) MDL may at their discretion cancel the order and invoke risk purchase clause.~~  
~~b) If the MDL does not cancel the order then interest will be recovered on the Security deposit amount for the late submission of Security deposit at the rate of interest i.e. SLR plus 2% in case of Indigenous bidders & LIBOR / EURIBOR plus 2% in case of foreign bidders declared by Indian Nationalized Bank, State Bank of India for that quarter~~

- 26.** 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 led 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 organization. This is in addition to other provisions/remedies and terms & conditions of the tender enquiry.

**27. Freak Low Quotes:**

~~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 value of freak low value only as additional security. Bank charges for this additional BG shall be borne by MDL and reimbursed against proof of payment.~~

**28. Free Issue Material Bank Guarantee (FIMBG):**

In case the materials supplied by bidder are reported to be non-compliant with ordered specifications, after it's receipt in MDL or during warranty period, for which the payments have already been made by MDL to the firm, then the firm is required to submit Free Issue material Bank Guarantee (FIMBG) in the prescribed format of MDL at **Enclosure-18** and FIMBG should be submitted within 15 days from intimation of the non-conformity of items by MDL. The value of FIMBG shall be equivalent to the value of material paid by MDL to the firm with adequate validity till completion of corrective action such as rework/ replacement of the rejected items.

**29. End User Certificate:**

Bidder should clearly mention in their offer whether End User Certificate is required by them. In case it is required then the bidder should submit the format of End User Certificate along with the offer (**Enclosure-19**).

**30. Preferential purchase from MSE-Manufacturers & Start-ups:** The GT&C clause no. A230 is applicable for all items.

**31.** The successful bidder/supplier has to submit initial plan within 2 to 3 weeks of placement of order indicating various stages associated with the item and thereafter progress reports every 2 weeks or as requested by MDL until delivery of the items by supplier.

We look forward to receive your most competitive and reasonable offer against this tender.

Yours faithfully,  
For MAZAGON DOCK LIMITED,

P V Gokakkar, M (C-EY)  
(Commercial –East Yard)

| <b>Enclosures:</b> |                                                                          |
|--------------------|--------------------------------------------------------------------------|
| Enclosure – 1      | Scope of work / supply & QA requirements                                 |
| Enclosure – 2      | Format of Non-disclosure Agreement                                       |
| Enclosure – 3      | Rate sheet format (Part- II)                                             |
| Enclosure – 4      | Tender enquiry terms Acceptance Format (TEF)                             |
| Enclosure – 5      | Acceptance Format for Standard Terms And Conditions (STACs)              |
| Enclosure – 5a     | Standard Terms And Conditions (STACs)                                    |
| Enclosure – 6      | Acceptance Format for General Terms & Conditions (GT& C)                 |
| Enclosure – 6a     | General Terms & Conditions (GT& C)                                       |
| Enclosure – 7      | Deviation Sheet Performa                                                 |
| Enclosure – 8      | NEFT/RTGS Format / Bank Details                                          |
| Enclosure – 9      | List of Documents and Certificates that will be provided along with item |
| Enclosure – 10     | Conformity Matrix                                                        |
| Enclosure – 11     | Extract of the Provisions of the Official Secret Act, 1923               |
| Enclosure – 12     | Format of Warranty Certificate                                           |
| Enclosure – 13     | Format for Certificate of Conformity                                     |
| Enclosure – 14     | Format for Performance Bank Guarantee (PBG)                              |
| Enclosure – 15     | Ranking of Bids / Loading Criteria for Normalizing Price Bids            |
| Enclosure – 16     | Shipping Instructions                                                    |
| Enclosure – 17     | Format for Security Deposit                                              |
| Enclosure – 18     | Format for Free issue Material Bank Guarantee                            |
| Enclosure – 19     | End User Certificate Format to be provided by Bidder, if required        |

**A) Important Note for bidder:**

1. The bidders are requested to ensure that all items offered/supplied should comply with **Procurement Order Specification (POS) no SCI- 049056- Rev-J** for Steel Plates & Profiles and all **RFP specified documents in Annex-4 of POS. (All documents are attached with the tender separately)**
2. **Delivery schedule:** As indicated in tender, Bidders to submit their program on Bar Chart listing all the activities involved in manufacture and or supply. Bidders are requested to confirm the delivery schedule in their **Part-I offer (Technical bid)**. MDL may increase or reduce quantity or delete the item altogether, even after placement of order.
3. **INSPECTION BY:**
  - a) Manufacturer's QA department and DGA for foreign bidder and reputed TPI for Indian Bidder.
  - b) Test certificates to be provided along with delivery of items.
  - c) Receipt inspection at MDL, East Yard Stores by MDL, QA-EY / SOT (MB).
  - d) **Identification marking:** Identification tag should be attached with the items indicating item code , order number , item sr no.etc

**B) General Technical & QA requirements for procurement of items.**

**1. Deliverables:**

**(a) Equipment and Installation material**

- ~~(i) Equipment / systems and all accessories including suitable interfacing devices to enable requisite data exchange with other onboard systems, as applicable to concerned Equipment / Systems.~~
- ~~(ii) All installation materials viz. Special Cables, Cable Glands, Plugs & Sockets, Connectors, Pressure Hull Penetrations, Shock mounts, Hard Wares, etc. whichever is applicable to the concerned equipment / systems. The SELLER should provide complete binding and installation data / drawings of Equipment / Systems to enable BUYER to prepare installation drawing and to finalize the yard material requirement for installation.~~
- ~~(iii) All requisite test equipment, tools, test jigs & Special Tools and Test Equipment (STTE) for carrying out Installation, Setting to Work (STW), Harbour Acceptance Tests (HATs) and Sea Acceptance Tests (SATs), as applicable to concerned Equipment / Systems.~~

**(b) Spares:**

- ~~(i) One set of spares for STW, HAT & SAT.~~
- ~~(ii) One set of onboard spares.~~
- ~~(iii) One set of Base and depot spares to sustain system exploitation for 5years.~~

~~(c) **Software/ Firmware:** One master copy of entire software and firmware with operating system. Two programmable memory chips loaded with firmware. Document describing procedure of reloading the software / firmware should accompany these CD/Chips.~~

~~(d) **SELLER** should indicate details of scope of supply of equipment / system, Technical Assistance, documentation and training.~~

~~(e) (The SELLER is required to provide detailed list of spares with itemized Spare Parts Price List, list of test & optional equipment with costs, the likely consumption rate of the spares based on the exploitation pattern of the equipment. The SELLER would have to finalize the terms for the life time product support in the current contract only.~~

~~(f) The BUYER would have the option to amend the Manufacturer's recommended list of spares (MRLS) proposed by the SELLER within 18 months of the expiry of the warranty period. The SELLER would either 'Buy Back' the spares rendered surplus or exchange them on cost to cost basis with the spares as required by the BUYER. The said spares would be purchased / replaced by the seller, based on the prices negotiated in the contract.~~

**2. Services:**

~~(a) **Interfacing:** The SELLER should specify the interface requirement between the system offered and other ship systems on board, if required.~~

~~(b) **Installation:** The SELLER shall provide necessary assistance of expert technicians / engineers from relevant field for on board installation of special equipment. Offer should clearly indicate whether presence of SELLER's representative is required during installation.~~

- ~~(e) Setting to Work (STW) : After satisfactory completion of installation inspection, the SELLER shall perform STW of the system which shall generally comprise of following work:~~
- ~~(i) Application of power supply in accordance with the specifications.~~
  - ~~(ii) Adjusting and tuning of the system as required for the commencement of HATs.~~
  - ~~(iii) Verification of interface function in accordance with the specifications. Upon completion of the above, the SELLER shall provide to the BUYER a certificate of completion stating that the STW and interface checks have been completed satisfactorily. Such certificate of acceptance shall be signed by the SELLER's representative only.~~

~~SELLER shall quote lump-sum amount towards the satisfactory completion of this activity. In addition to this, SELLER shall separately indicate manday rates of the specialist inclusive of hotel and traveling charges to and from his country, local traveling expenses in India, etc.~~

~~**(d) Harbour Acceptance Test (HATs) :**~~

~~HATs protocol / procedure / schedule shall be prepared by SELLER. The HATs shall be conducted by the SELLER after satisfactory completion of the STW. The HATs shall be conducted by the SELLER in the facilities of the END-USER, according to mutually agreed & approved trial protocol/procedure/schedule. HATs will be witnessed by BUYER's representative. Upon completion of the above, the SELLER shall provide to the BUYER a copy of HAT protocol, signed by both parties.~~

~~SELLER shall quote lump-sum amount towards the satisfactory completion of this activity. In addition to this, SELLER shall separately indicate man-day rates of the specialist inclusive of hotel and traveling charges to and from his country, local traveling expenses in India, etc.~~

- ~~**(e) Sea Acceptance Test (SATs) :** SAT protocol / procedure will be prepared by SELLER. The SATs shall be conducted by the SELLER after satisfactory completion of the HATs. The BUYER will inform the SELLER about likely dates of conduct of SAT. The SAT schedule will be mutually agreed between the BUYER and SELLER. The SATs shall be conducted by the SELLER in the facilities of the END-USER, according to mutually agreed and approved trial protocol/procedure/schedule. SATs will be witnessed by BUYER's representative. Upon completion of the above, the SELLER shall provide to the BUYER a copy of SAT protocol, signed by both parties.~~

~~SELLER shall quote lump-sum amount towards the satisfactory completion of this activity. In addition to this, SELLER shall separately indicate man-day rates of the specialist inclusive of hotel and traveling charges to and from his country, local traveling expenses in India, etc.~~

- ~~**(f) Training:** Training of submarine crew and Maintainer personnel, on system operation and maintenance respectively shall be included in the SELLER's scope. This training (theoretical part) should be conducted either at SELLER's premises on completion of FATs or at END-USER's premises just prior to commencement of STW on board respectively.~~

~~Practical training shall be part of system STW so that END-USER's personnel can gain experience during association for HATs and SATs. Training plan is to include the following:~~

- ~~(i) Course syllabus, timetable and subject wise training schedule. This Plan will be approved by END-USER.~~
- ~~(ii) Separate training for operator and maintainer.~~
- ~~(iii) The SELLER to provide computer aided customized package for better understanding by trainee.~~

**3. Quality assurance, Standard of Design and workmanship:**

**3.1** The design, workmanship, quality and finish of the equipment shall conform to the latest standards / specifications applicable to Naval Ship / Submarine. List of applicable standard / specifications should be indicated by SELLER in offer.

**3.2 Recommended quality Inspection:**

**3.2.1 Group-A:**

- ~~(i) Quantitative and qualitative controls of the item and its certificate of conformity when the item is received by MDL (basic control for any procured item).~~

**3.2.2 Group-B:**

- ~~(i) Quantitative and qualitative controls of the item and its certificate of conformity when the item is received by MDL (basic control for any procured item).~~
- ~~(ii) Analysis of the quality plan,~~
- ~~(iii) Analysis of the supplier capacities to assure the quality of the product,~~
- ~~(iv) Controls before delivery of conformity file,~~

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- ~~(v) Controls of the manufactured element (on all items or on samples), at the supplier premises by MDL or his representative.~~

**3.2.3 Group-C:**

- (i) Quantitative and qualitative controls of the item and its certificate of conformity when the item is received by MDL (basic control for any procured item).
- (ii) Analysis of the quality plan,
- (iii) Analysis of the supplier capacities to assure the quality of the product,
- (iv) Controls before delivery of conformity file,
- (v) Controls of the manufactured element (on all items or on samples), at the supplier premises by MDL or their representative.
- (vi) Inspection during the process of manufacturing, taking into account the aspects of management of the quality.

**4. Factory Acceptance Tests:**

- ~~4.1. The Equipment/System in the scope of the SUPPLIER shall be subject to Factory Acceptance Tests (FATs), if applicable, at the SELLER's factory, and / or at his Subcontractors / Suppliers' factories, in accordance with test procedures, including the test specifications and protocols, mutually agreed and approved by the BUYER. Such FATs shall be considered successful and completed when the National Quality Assurance Authority (NQAA) OR Third Party Inspection (TPI) agency and the BUYER, if present OR Self Certification by Supplier/OEM as per tender enquiry (TE), certify that the results are in conformity with the approved test specifications.~~
- ~~4.2. The test procedures, including the test specifications and protocols, for FAT of Equipment/System shall be submitted to the National Quality Assurance Authority (NQAA) OR Third Party Inspection (TPI) agency and to the BUYER, not later than forty five (45) Days before the relevant test for the approval of the BUYER. The same shall be returned by the BUYER or the National Quality Assurance Authority (NQAA) OR Third Party Inspection (TPI) agency, acting on behalf of the BUYER, not later than fifteen (15) Days before the test. The tentative scheduled date of the relevant test is to be indicated by the SELLER while submitting the test procedures including the test specifications and protocols for FATs to the appropriate National Quality Assurance Authority (NQAA) OR Third Party Inspection (TPI) agency.~~
- ~~4.3. All certificates and documents related to the FATs shall be issued in English Language.~~
- ~~4.4. If the results of the FAT show that the Equipment is in accordance with the relevant test specifications, the SELLER, and the National Quality Assurance Authority (NQAA) OR Third Party Inspection (TPI) agency on behalf of the BUYER, and the BUYER, if present, shall sign six (6) copies of the FAT Certificate prepared by the SELLER. Upon signature, three copies shall be transmitted to the BUYER, one copy shall be retained by National Quality Assurance Authority (NQAA) OR Third Party Inspection (TPI) agency, and two copies retained by the SELLER.~~
- ~~4.5. All defects or deficiencies which may be found during FATs shall be corrected by the SELLER at his own expense. In such case, re-testing of the affected parts of the Equipment or the complete Equipment, as required according to the appropriate test specifications for FATs shall be made at SELLER's cost.~~
- ~~4.6. If the concerned Equipment has cleared all functional parameters and tests in accordance with Article 4.1 and has been accepted by the National Quality Assurance Authority (NQAA) OR Third Party Inspection (TPI) agency and the BUYER's representative - if present, but with some minor observations (that is to say which do not affect the Equipment performance) recorded in the test report, the same shall be made good and certified by the SELLER prior to delivery.~~
- ~~4.7. The BUYER shall provide SELLER with the necessary bio-data of his representative(s) or END-USER's representative(s) attending FATs at least thirty (30) Days prior to such tests for the purpose of obtaining security clearance.~~
- ~~4.8. All FAT's shall be witnessed by the appropriate National Quality Assurance Authority (NQAA) OR Third Party Inspection (TPI) agency. In addition, if the BUYER requires to do so, the BUYER's representative shall also witness the FATs.~~
- ~~4.9. The attendance of the National Quality Assurance Authority (NQAA) OR Third Party Inspection (TPI) agency OR Buyer's representative in the FAT OR Self Certification by Supplier/OEM as per tender enquiry (TE) does not relieve the SELLER from any responsibility regarding the quality of the respective Equipment according to the Contract requirements, even in case the BUYER does not make any remarks regarding the quality of Equipment.~~

**5. Documentation:**

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~~5.1. The following documents are to be supplied by SELLER (both in hard copies as well as soft copies in CD ROMs):~~

- ~~a) Binding data / installation drawings – 2 Sets of hard copy & 2 Sets of soft copy.~~
- ~~b) Jigs / fixtures drawings – 2 Sets of hard copy & 2 Sets of soft copy.~~
- ~~c) Technical documentation (TMs) – 7 Sets of hard copy & 2 Sets of soft copy per submarine.~~

~~**One Set of soft and hard copies of above drawings and final technical documentation should be directly forward to M/s DCNS under intimation to MDL.**~~

~~5.2. The scope of documentation should include Operating Instructions / User Hand Book, Technical Description with PCB level circuit diagrams, Maintenance / Repair documents, Parts Identification List, installation specifications, Interface Control Documents, HATs and SATs procedures. The documents should also include followings:-~~

- ~~a) User hand book / Operator manual.~~
- ~~b) Design specifications~~
- ~~c) The technical documentation should include the following:
  - ~~i. Part 1: Technical descriptions / spares / detailed function of subassemblies.~~
  - ~~ii. Part 2: Inspection / Maintenance routines / Ship, squadron dockyard responsibilities / repair procedure / material used / fault diagnosis / usage of special maintenance tools (SMTs) / Special test equipment (STE).~~
  - ~~iii. Part 3: Procedure for disassemblies / assemblies, repair up to component level, safety precautions.~~
  - ~~iv. Part 4: Part list with drawing reference and list of SMTs / STE with test bench usage.~~~~
- ~~d) Manufacturer's recommended list of spares (MRLs)~~
- ~~e) Illustrated Spare part list (ISPL).~~
- ~~f) Technical manual on SMT/STE with drawing reference.~~
- ~~g) Complete Wiring diagram, Cable list, Equipment list and detailed connection diagrams indicating type of end connector with make.~~
- ~~h) TMs on maintenance of SMTs / STE.~~
- ~~i) The qualification of storage facilities at customer premises for ship base and depot spares.~~
- ~~j) The package procedure of sub-assemblies for long term and short term storages.~~
- ~~k) Servicing schedule.~~
- ~~l) Test protocols for all tests and trials.~~
- ~~m) Any additional information suggested by the OEM.~~

**6. Packaging and Marking:**

- a) **Packaging:** Should be strongly and securely packaged for sea transportation in a minimum cubic space, in such a manner as to prevent damage and pilferage in transit from point of shipment to final destination. Metal & moving parts where necessary, shall be well protected with preservatives to prevent rusting during transit and shelf life period. The main equipment, accessories and spares should all be separately packed. The SELLER shall insert in each container a fully itemized packing list to show container number, contents, quantity, gross and net weights and cubic measurements. Deliverable items and each type of spares shall be packed and identified separately. Requirement, if any, of presence of SELLER's representative during receipt inspection in India shall be indicated clearly in the offer.
- b) **Marking:** The marking on the containers, corresponding packing lists, etc., shall be clearly made to indicate the type of equipment packed inside the containers with stamped instructions that the container shall be stored in covered spaces and not exposed to the weather. Packages containing delicate and fragile material shall be marked in red block letter "FRAGILE", "DO NOT DROP".
- c) All packaging & markings shall generally conform to INCOTERMS, for FOB / FCA delivery, as applicable.

**7. Product Support:**

~~7.1. On prices and terms and conditions to be agreed upon, The SELLER shall provide product support relating to the scope of supply up to thirty (30) years from delivery of equipment / system. Such support shall be supplied by way of~~

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- ~~(a) Supply of spare parts, materials, documents, data and technical services.~~
- ~~(b) Offering alternate solutions in the event of obsolescence or non-availability for any reason, of the spare parts, materials, documents as per sub-paragraph (a) above.~~

**8. Guarantee/Warranty:**

- 8.1.** (a) The Material / Item supplied shall be warranted to be free from design, manufacturing or performance deficiencies for a period of 12 months from the FOB delivery date.  
  
(b) The items/material are to be guaranteed for a period of 12 months from the date of supply of ordered materials in case of indigenous vendor and/or the items supplied shall have warranty for a period of 12 months from the FOB delivery date of each item in case of foreign vendor.
- 8.2.** If within the period of warranty, the goods are reported by the Buyer to have failed to perform as per the specifications, the SELLER shall either replace or rectify the same free of charge, maximum within 45 days of notification of such defect received by the SELLER, provided that the goods are used and maintained by the BUYER as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration. Record of the down time would be maintained by user in log book. Spares required for warranty repairs shall be provided free of cost by SELLER.
- 8.3.** The SELLER also undertakes to diagnose, test, adjust, calibrate and repair / replace the goods / equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the BUYER and the SELLER. SELLER hereby warrants that necessary service and repair back up during the warranty period of the equipment shall be provided by the SELLER and he will ensure that the downtime is within 10% of the warranty period at any one time and not exceeding a cumulative period of 10% of the warranty period.
- 8.4.** In case the repairs of an item under warranty are to be carried out at the SELLER's premises, the item to be repaired shall be sent to the SELLER's premises by the BUYER, appropriately packed, at the cost of the SELLER. The mode of freight shall be decided by the SELLER so as not to affect the construction schedule of the Submarine. Repaired parts shall be entitled to the residual warranty period as the original part or six months whichever is later. Replaced part shall enjoy the same provision of warranty as the original one.
- 9.** ~~The technical proposal from the SELLER should contain the full details of the requirements related to the system, i.e. performance, environment, EM compatibility, ship interface, functional interface, design & manufacturing and requirements related to qualification and acceptance. A certificate is to be obtained from DCN, France confirming the compliance of all the above requirements for the Scorpene class submarine.~~

Company's Seal

Signature, Name & Designation

\*\*\*\*\*

**NON DISCLOSURE AGREEMENT**

THIS NON DISCLOSURE Agreement made at Mumbai, India on this \_\_\_\_\_ day of 2014 between Mazagon Dock Shipbuilders Limited a company registered under the Companies Act, 1956 and having its registered office at Dockyard Road, Mumbai-400 010 (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:

2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.



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8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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 (alongwith 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.
14. 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.
15. 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.
16. 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.
17. This Agreement shall be governed by and shall be interpreted in accordance with the laws of India.
18. 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.

**EY/CD/P75/PG/1200001476: ADDITIONAL PROCUREMENT STAINLESS STEEL PROFILES (US01-B) FOR YARD SM6 FOR PROJECT P-75**

19. 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.
20. 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 Address:

Phone No.: Fax:

E-mail:

To \_\_\_\_\_

Address:

Phone No.: Fax No. :

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. The value of stamp paper to be confirmed from Legal Department, MDL

\* - A: Pre-submission of Bid

\*\* - AA: Post Entering of Contract

**(Please quote on your letter head only) for detailed material description of each item the relevant POS is to be referred before submission of quote.**

**PART-II PRICE BID PRESCRIBED FORMAT – RATE SHEET**

**SUB: STEELPLATES AND PROFILES (US01-b) FOR PROJECT P 75.**

**Tender No.1200001476**

**TABLE-A**

| ITEM NO | MATERIAL NO                | MATERIAL DESCRIPTION                                                                                                                                                                                     | QTY | UNIT | DELIVERY DATE              | WBS   | Indian Bidders          |                             | Foreign Bidder   |               |                 |                 |                                          |               |                 |                 |  |  |
|---------|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------|----------------------------|-------|-------------------------|-----------------------------|------------------|---------------|-----------------|-----------------|------------------------------------------|---------------|-----------------|-----------------|--|--|
|         |                            |                                                                                                                                                                                                          |     |      |                            |       | Currency: INR           |                             | Currency: _____  |               |                 |                 |                                          |               |                 |                 |  |  |
|         |                            |                                                                                                                                                                                                          |     |      |                            |       |                         |                             | Port of Dispatch |               |                 |                 | Mumbai Airport<br>(for information only) |               |                 |                 |  |  |
|         |                            |                                                                                                                                                                                                          |     |      |                            |       | Unit Rate-Door Delivery | Total Value - Door Delivery | Unit rate FOB    | Unit rate FCA | Total value FOB | Total value FCA | Unit Rate CIF                            | Unit Rate CIP | Total Value CIP | Total Value CIF |  |  |
| 10      | 35000000<br>00000249<br>61 | EQUAL ANGLE PROFILE,X<br>2CrNiMo17-12-03, 3 Material<br>Description : EQUAL ANGLE<br>PROFILE, X2CrNiMo17-12-03<br>Format (mm): 30 X 3;<br>(Type) Tanomi:L 30X3<br>RN/NNO/COPIC:12541455                  | 96  | Mtr  | 8 weeks<br>from PO<br>date | 11880 |                         |                             |                  |               |                 |                 |                                          |               |                 |                 |  |  |
| 20      | 35000000<br>00000033<br>15 | FLAT BAR,X 6CRNIT18 -10, 80 X<br>10 MM Material Description :FLAT<br>BAR, X6CrNiTi18-10 Format (mm)<br>: 80 X 10 RN/NNO/ COPIC:<br>12465225                                                              | 6   | mtrs |                            |       |                         |                             |                  |               |                 |                 |                                          |               |                 |                 |  |  |
| 30      | 35000000<br>00000033<br>08 | FLATBAR,X2CRNI18-09,<br>18X0.8MM Material Description<br>:FLATbar,X2CrNi18-09<br>Format (mm): 18 X 0.8;<br>RN/NNO/COPIC: 12464968                                                                        | 6   | Mtr  | 8 weeks<br>from PO<br>date | 11880 |                         |                             |                  |               |                 |                 |                                          |               |                 |                 |  |  |
| 40      | 35000000<br>00000033<br>22 | ROUND BAR,X 2CRNIMO17-12-<br>03, 10MM ROND1 BAR,<br>X2CrNiMo17-12-03<br>Format (mm):10<br>(Type) Tanomi:ROND10<br>RN/NNO/COPIC:12366207                                                                  | 12  | Mtrs | 8 weeks<br>from PO<br>date | 11880 |                         |                             |                  |               |                 |                 |                                          |               |                 |                 |  |  |
| 50      | 35000000<br>00000033<br>21 | ROUND BAR,X 2CRNIMO17-12-<br>03, 14MM ROND1 Material<br>Description :ROUND BAR,<br>X2CrNiMo17-12-03 Format<br>(mm):14<br>(Type) Tanomi:ROND14<br>RN/NNO/COPIC:12366249<br>Remark:1 bar of 6 meters for 6 | 8   | Mtrs | 8 weeks<br>from PO<br>date | 11880 |                         |                             |                  |               |                 |                 |                                          |               |                 |                 |  |  |

**EY/CD/P75/PG/1200001476: ADDITIONAL PROCUREMENT STAINLESS STEEL PROFILES (US01-B) FOR YARD SM6 FOR PROJECT P-75**

|    |                            | sub                                                                                                                                                                 |    |      |                            |       |  |  |  |  |  |  |  |  |  |
|----|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|------|----------------------------|-------|--|--|--|--|--|--|--|--|--|
| 60 | 35000000<br>00000033<br>19 | ROUND BAR,X 2CRNIMO17-12-03, 16MM ROND1 Material<br>Description :ROUND BAR,<br>X2CrNiMo17-12-03 Format<br>(mm):16<br>(Type) Tanomi:ROND16<br>RN/NNO/COPIC:12366202  | 6  | Mtrs | 8 weeks<br>from PO<br>date | 11880 |  |  |  |  |  |  |  |  |  |
| 70 | 35000000<br>00000249<br>67 | ROUND BAR,X 2CrNiMo17-12-03, 35MM ROND35 Material<br>Description :ROUND BAR,<br>X2CrNiMo17-12-03 Format<br>(mm):35<br>(Type) Tanomi:ROND35                          | 6  | Mtrs | 8 weeks<br>from PO<br>date | 11880 |  |  |  |  |  |  |  |  |  |
| 80 | 35000000<br>00000033<br>28 | SQUARE SECTION TUBE,X<br>2CRNIMO17-12-03, 3 Material<br>Description :SQUARE SECTION<br>TUBE, X2CrNiMo17-12-03<br>Format (mm): 30 X 30 X 2<br>RN/NNO/COPIC :12269806 | 24 | Mtrs | 8 weeks<br>from PO<br>date | 11880 |  |  |  |  |  |  |  |  |  |

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

**For Foreign Bidders:** Duties & taxes as applicable in India for Import of the material shall be borne by MDL. However taxes & duties prevailing in the country of foreign Manufacturer / Supplier are to be borne by the foreign bidder. The bidder hereby confirms to have quoted the unit rates and total item wise values in the columns of above format for FCA Port of dispatch basis and values on CIP, Mumbai Airport Basis (for information only) respectively inclusive of all freight, insurance, custom & port clearance / handling and any other such charges in supplier's country but only excluding custom duty in India.

**For 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 and taxes. Rate of GST and taxes applicable shall be indicated separately in terms of percentage of quoted basic price.

Bidders should indicate Tax applicable as below

| Taxes & Duties                         |                 |                                                           |
|----------------------------------------|-----------------|-----------------------------------------------------------|
| Tax head                               | Rate applicable | Percentage of total Amount on which the tax is applicable |
| GST                                    |                 |                                                           |
| Any other Taxes<br>(Bidder to specify) |                 |                                                           |

**Note: For Indian Bidder's**

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

Name: .....

Designation: .....

Date: .....

Bidders Company Seal

-----

**TEF ACCEPTANCE FORMAT**

**(Bidders to fill, sign, stamp and RETURN this form in PART-I bid)**

**To  
General Manager (C-EY)  
COMMERCIAL DEPARTMENT-EY  
MAZAGON DOCK LIMITED  
MUMBAI**

| TEF CLAUSE No. | BIDDER'S REMARK | TEF CLAUSE No. | BIDDER'S REMARK | TEF CLAUSE No. | BIDDER'S REMARK |
|----------------|-----------------|----------------|-----------------|----------------|-----------------|
| 1.             |                 | 2.             |                 | 3.             |                 |
| 4.             |                 | 5.             | NA EMD          | 6.             |                 |
| 7.             |                 | 8.             |                 | 9.             |                 |
| 10.            |                 | 11.            |                 | 12.            |                 |
| 13.            |                 | 14.            |                 | 15.            |                 |
| 16.            |                 | 17.            |                 | 18.            |                 |
| 19.            |                 | 20.            |                 | 21.            |                 |
| 22.            |                 | 23.            |                 | 24.            |                 |
| 25.            | SD NA           | 26.            |                 | 27.            | NA              |
| 28.            |                 | 29.            |                 | 30.            | NA              |
| 31.            |                 |                |                 |                |                 |

COMPANY'S NAME & ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

NOTES:

- 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 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)**.
- Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example Clause no. 8 means – Clause nos. 8(a)- i), ii), & 8(b)- i), ii), iii), iv), v) & vi).

\*\*\*\*\*

**STACS ACCEPTANCE FORMAT**

**(Bidders to fill, sign, stamp and return this form in PART- I bid)**

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

**Tender No.1200001474 dated 17.01.2011.**

| STACS<br>CLAUSE No. | BIDDER'S<br>REMARK | STACS<br>CLAUSE No. | BIDDER'S<br>REMARK | STACS<br>CLAUSE No. | BIDDER'S<br>REMARK |
|---------------------|--------------------|---------------------|--------------------|---------------------|--------------------|
| 100                 |                    | 110                 |                    | 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:

NOTES:

1. Bidder(s) confirms to have carefully read the Standard Terms & Conditions (STACS) included in the tender prior to filling up this acceptance format.
2. Bidder(s) 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 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).
4. 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.

\*\*\*\*\*

**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 value of freak low value only 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 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 scrutinize the claims/disputes that have been referred to the concerned functional Director and make efforts for amicable settlements by mutual discussions/negotiations.
- iii) In case no amicable settlement is arrived by (ii) above within a period of three months, then the contractor shall approach Public Grievance Cell and address the disputes as per the provisions made under the relevant clause of the contract.
- iv) In case the issues/disputes do not get settled within a period of six months from the date of submission of the dispute to the Grievance Cell, then the contractor may invoke Arbitration Clause of the contract.

**352. ARBITRATION.**

Unresolved disputes/differences, if any, shall then be settled by arbitration. The Arbitration proceedings shall be conducted at Mumbai, India, in English Language, under the Arbitration & Conciliation Act, 1996.

MDL prefers to have arbitration through Institutes such as Indian Council of Arbitration(ICA)/ICA-DR, with the mutual consent of the parties.

353. In case of unresolved difference/dispute between the Purchaser and Supplier, being Central Public Sector Enterprises/Central Govt. departments, the disputes shall be resolved firstly through mutual discussion or through the empowered agencies of the Govt. or through arbitration by reference by either party to the department of Public Enterprises, as per extant guidelines. If disputes/differences remain unresolved/unexecuted, the same shall be referred first to the Cabinet Secretariat and then, if necessary to the PMO.

354. Any changes to arbitration clause must be vetted by HOD (Legal) before incorporation in contract/PO.

**360. JURISDICTION OF COURTS**

361. All contracts shall be deemed to have been wholly made in Mumbai and all claims there under are payable in Mumbai City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be instituted in any Court other than that situated in Mumbai City, Maharashtra State, India i.e. courts in Mumbai shall alone have jurisdiction to decide upon any dispute arising out of or in respect of the contract.

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**ACCEPTANCE FORM FOR GENERAL TERMS AND CONDITIONS (GT&C)**  
**(Bidders to fill, sign, stamp and return this form in PART- I bid)**

To,  
**HOD (C-EY)**  
**COMMERCIAL DEPARTMENT-EY**  
**MAZAGON DOCK LIMITED**  
**MUMBAI**

| GT&C<br>CLAUSE<br>No. | BIDDER'S<br>REMARK | GT&C<br>CLAUSE<br>No. | BIDDER'S<br>REMARK | GT&C<br>CLAUSE<br>No. | BIDDER'S<br>REMARK |
|-----------------------|--------------------|-----------------------|--------------------|-----------------------|--------------------|
| A10                   |                    | A20                   | NA                 | A30                   | NA                 |
| A40                   | NA                 | A50                   |                    | A60                   |                    |
| A70                   |                    | A80                   |                    | A90                   |                    |
| A100                  |                    | A110                  | NA                 | 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 SEALS:

NOTES:

1. 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 Clause no. A10 means – Clause nos. A11, A12, A13.

**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 I 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 GST on the basis of the Invoice indicating particulars of his CST Registration Number and such Invoice should also indicate the VAT TIN Number and GST 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 ECG/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:~~

| <del>Contract Value</del>                                                                         | <del>Stamp Duty</del>                                                                        |
|---------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| <del>a. Where the amount or value said forth in work contract does not exceed Rs. 10 Lakhs.</del> | <del>Rs. 500.00</del>                                                                        |
| <del>c. Where it exceeds rupees 10 Lakhs</del>                                                    | <del>Rs. 500.00 + 1% of the amount Above ten lakhs subject to maximum of Rs. 25 lakhs.</del> |

**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.~~

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**DEVIATION FORMAT**

**(Bidders to fill, sign, stamp and RETURN this form in PART- I bid)**

To  
HOD (C-EY)  
MAZAGON DOCK 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:

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

**RTGS/NEFT- MANDATE AUTHORIZATION FORM**

**(For Indian Bidders only)**

**(Foreign Bidders to submit their Bank Details separately)**

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

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

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

| Item No. | List of Document and certificate |
|----------|----------------------------------|
|          |                                  |
|          |                                  |
|          |                                  |
|          |                                  |
|          |                                  |
|          |                                  |
|          |                                  |
|          |                                  |
|          |                                  |
|          |                                  |

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

| <b>Check List for Bidders (conformity matrix)</b> |                                                          |                                                                                                     |                                                               |                        |
|---------------------------------------------------|----------------------------------------------------------|-----------------------------------------------------------------------------------------------------|---------------------------------------------------------------|------------------------|
| <b>No</b>                                         | <b>Description</b>                                       | <b>Tender Requirement</b>                                                                           | <b>Supplier</b>                                               |                        |
|                                                   |                                                          |                                                                                                     | <b>Bidder to specify (scratch out which are not required)</b> | <b>Remarks, If any</b> |
|                                                   | <b>Enclosure-3, Rate sheet format</b>                    | Filled and submitted by the bidder with the offer                                                   | Submitted / Not Submitted                                     |                        |
| 2                                                 | <b>Enclosure-4,TEF acceptance format</b>                 | Filled and submitted by the bidder with the offer                                                   | Submitted / Not Submitted                                     |                        |
| 3                                                 | <b>Enclosure-5, STACs acceptance format</b>              | Filled and submitted by the bidder with the offer                                                   | Submitted / Not Submitted                                     |                        |
| 4                                                 | <b>Enclosure-6,GT&amp;Cs acceptance format</b>           | Filled and submitted by the bidder with the offer                                                   | Submitted / Not Submitted                                     |                        |
| 5                                                 | <b>Enclosure-7, Deviation Sheet</b>                      | Filled and submitted by the bidder with the offer                                                   | Submitted / Not Submitted                                     |                        |
| 6                                                 | <b>Enclosure-8, NEFT / RTGS format</b>                   | Filled and submitted by the bidder with the offer                                                   | Submitted / Not Submitted                                     |                        |
| 7                                                 | <b>Enclosure-9, List of Documents &amp; Certificates</b> | Filled and submitted by the bidder with the offer                                                   | Submitted / Not Submitted                                     |                        |
| 8a                                                | <b>Enclosure-19, End User Certificate</b>                | a. Whether bidder requires End User Certificate (EUC) from MDL                                      | Yes / No                                                      |                        |
| 8b                                                | <b>End User Certificate format</b>                       | b. If the bidder requires EUC at Sr No '8a' above, whether the format is provided at <b>Encl-11</b> | Yes / No                                                      |                        |
| 9                                                 | <b>Pre-qualification Criterion</b>                       |                                                                                                     | Submitted / Not submitted                                     |                        |

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

**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.

**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

|                                               |  |
|-----------------------------------------------|--|
| <b>Order reference Number</b>                 |  |
| <b>Description of Material</b>                |  |
| <b>Corresponding to Invoice No &amp; Date</b> |  |

**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..... related to Submarine No.....are in conformity with the requirements of above mentioned PO No. .... Dtd.....

| 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 item supplied has been identified by permanent marks (such as COPIC/RN/NNO) with appropriate method such as engraving / non erasable ink/punching where permissible.
  - b. Each of the items supplied are manufactured from exactly same material as specified in chapter 3 of the POS together with applicable STF, MAT, & other associated specification documents listed in Annex 4 of POS SCI-049081 Rev-O.
  - c. DTR file supplied contain all the documents, corresponding to each item, in accordance with ANNEX 2 of POS SCI-049081 Rev-O.
  - d. DTR file contain all the certificate, reports and other listed documents in FULL CO-RELATION with EACH OF THE ITEM SUPPLIED. In other words the DTR file is complete for all items supplied and each of the document, certificate, report in DTR file contain 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**

**For and on behalf of**

**Third Party Inspection Agency  
( Inspection Agency Name)  
In charge of QUALITY  
Seal signature & date**

**OEM/ Supplier  
(Supplier's name)  
In charge of QUALITY  
Seal signature & date**

**PROFORMA BANK GUARANTEE FOR PERFORMANCE**

(ILLUSTRATIVE FORMAT)

(On Non-Judicial stamp paper of value Rs. 100/-. However, the value of stamp paper to be confirmed from Legal Department, MDL.)

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Purchaser" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers ..... a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its Registered office at .....(hereinafter called the Contractor/ Supplier which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for the supply , delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order and the Purchaser having agreed that the Contractor / Supplier shall furnish a security for the performance of the Contractor's / Supplier's obligations and/or discharge of the Contractor's / Supplier's liability in connection with the said order and the Purchaser having agreed with the Contractor/Supplier to accept a performance guarantee, We, ..... Bank having office at..... (Hereinafter referred to as "the Bank" which expression shall include its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) being 5% of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non-performance and non-fulfilment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.

2. We ... Bank further agree that the Purchaser shall be sole judge whether the said Contractor/Supplier has failed to perform or fulfil the said order in terms thereof or committed breach of any terms and conditions of the order and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Purchaser on account thereof and we waive in the favor of the Purchaser all the rights and defense to which we as guarantors may be entitled to.
3. We ... Bank further agree that the amount demanded by the Purchaser as such shall be final and binding on the Bank as to the Bank 's liability to pay and the amount demanded and the Bank undertake to pay the Purchaser the amount so demanded on first demand and without any demur notwithstanding any dispute raised by the Contractor/Supplier or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this guarantee being absolute and unconditional.
4. We ... Bank further agree with the Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said order/or to extend time of performance by the Supplier from time to time or to postpone for any time to time any of the powers exercisable by the Purchaser against the Contractor/Supplier and to forbear to enforce any of the terms and conditions relating to the order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractor/ Supplier or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the Contractor/Supplier or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us
5. We ... Bank further undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser in writing.
6. We ... Bank also agree that the Bank's liability under this guarantee shall not be affected by any change in the constitution of the Contractor / Supplier or dissolution.....



7. Notwithstanding anything contained herein above:

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

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

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

For..... Bank

(By its constituted attorney)

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

**NOTE:-**

- 1. Indigenous supplier or Foreign Supplier through Indian Bank to submit BG.
- 2. If foreign supplier submits BG through Foreign Bank the same should be submitted by SWIFT. MDL Bank SWIFT A/c. No. is SBININBB101.

**Enclosure-15**

**Items are separable** & L1 bidder will be decided item wise after loading for deviations mentioned as per format of loading criteria where ever applicable.

Deviations sought by the bidder in respect of tender terms such as delivery, Freight, Insurance, Payment terms shall be loaded on the bidder/s quoted prices during price evaluation by MDL. An illustration of the loading criteria that will be adopted is mentioned below in the illustrative format. Among the equal bids, bidders with ISO 9000/9001 series accreditation over non-ISO bidders, firstly Manufacturers then their authorized dealers will be given preference.

**Loading criteria that will be adopted are detailed below:**

- x. It is desirable that the bidder accepts the payment terms indicated by the company in the Tender document. Varied payment terms quoted by Indian bidders as compared to the terms stated in the Tender document shall be normalized by adopting the Prime Lending Rate of SBI plus 2% in case of Indian bidders & LIBOR / EURIBOR rates plus 2% or 6% whichever is higher in case of foreign bidders thereon on the amount (s) at variation and/or for the period (no. of days) at variation.
- xi. If the requirement of advance payment is absolutely unavoidable for bidders, then it will be allowed against a bank guarantee of 110% of advance amount with sufficient validity period. The quantum of advance will not be more than 15% of order value. Interest will be applicable at the PLR plus 2% in case of Indian bidders and LIBOR/EURIBOR rate plus 2% or 6% whichever is higher in case of foreign bidders. Applicable PLR/LIBOR/EURIBOR rates will be indicated separately at that time. The offer of bidder will be loaded at this rate for the period of recovery, which will be decided after bid opening. If the bidder seeks advance payment at the lower rate than the rate specified above then only differential amount of interest shall be loaded on the quoted price.
- xii. Variation regarding the quantum of Security Deposit shall be normalized by loading the quoted price with the quantum of variation.
- xiii. In respect of the requirement for furnishing Warranty Bank Guarantee, the variation shall be normalized by loading the quoted price by an amount equivalent to 10% of quoted price minus the quantum, if any, for which portion of guarantee is agreed to by the bidder.
- xiv. For additional delivery period sought by bidder over the stipulated date of delivery/completion of tender, 1% per completed week may be loaded to the quoted price.
- xv. Deviation sought in respect of rate per week and/or maximum ceiling in respect of Liquidated Damages shall be loaded on the quoted price. For e.g., the maximum ceiling towards L.D. stipulated in tender is 5% and bidder seeks to limit it to say 3.5%, then price quoted will be loaded by 1.5%. If rate of L.D. per week in tender is 1 % per week or part thereof and bidder seeks it as, say, 0.80% per week or part thereof, the maximum ceiling on L.D. as per tender will be equated to weeks (5 weeks in this case) and rate proposed by bidder, i.e. 0.8 % will be multiplied by the so equated maximum period (which works to 4%) and the quoted price will be loaded accordingly by 1%. Delivery, being the essence of the contract, it is desirable for the bidders to adhere to the stipulated clause.
- xvi. Deviation in respect of the period of Warranty/Guarantee shall be loaded to the quoted price at the rate 0.25% per month or part thereof. This does not arise if the bidder quoted additional price for the differential period.
- xvii. Pri  
ces quoted by foreign bidders will be loaded by 1% on CIF/CIP prices towards inland transportation & port handling charges from Mumbai Port to MDL stores for comparison with basic price of Indian Bidders.
- xviii. Ad  
ditional loading of prices towards charges incurred in L/C opening by MDL and interest for period of 20 days @ base rate of SBI+2% on payment amount will be considered while evaluating foreign bidders for ranking purpose in case Bidder is quoting payment through L/C instead of payment through T/T within 15-20 days of receipt & acceptance of material.

**Criteria for Normalizing the Price Bid for Ranking:**

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

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

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

**LOADING FACTORS FOR RANKING OF BIDS**  
**(ILLUSTRATIVE FORMAT)**

**A.**

| Sr.No. | Description                                                                                                                            | Foreign Supplier 100% import content                                | Indigenous Supplier with part import content | Indigenous Supplier without import content |
|--------|----------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|----------------------------------------------|--------------------------------------------|
| 1.     | Basic price Quoted                                                                                                                     | a) FOB<br>b) CIF                                                    | a) Ex Works<br>b) Delivered to MDL stores    | a) Ex Works<br>b) Delivered to MDL Stores  |
| 2.     | Add: insurance charges                                                                                                                 | In case of 1(a)                                                     | In case of 1(a)                              | In case of 1(a)                            |
| 3.     | Add Sea/Air Freight charges / Inland Road Transport                                                                                    | In case of 1(a)                                                     | In case of 1(a)                              | In case of 1(a)                            |
| 4.     | Customs Clearance / Port Handling / Transportation to Yard/ Inland Insurance / LC Opening Charges + 20 Days Interest on payment amount | In either case i.e. FOB or CIF Price                                | NIL                                          | NIL                                        |
| 5.     | Cost (ex-MDL) excluding taxes & duties without loading towards any deviations                                                          | Sr.Nos. (1+2+3+4) if FOB price quoted <b>OR</b> CIF price + Sr.No.4 | Sr.Nos. (1+2+3)                              | Sr.Nos. (1+2+3)                            |

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

|     |                                                                                        |                           |  |  |
|-----|----------------------------------------------------------------------------------------|---------------------------|--|--|
| 6.  | Variation in payment Terms                                                             |                           |  |  |
| 7.  | Income Tax & Service Tax on Technical Services/Service engineers' liability to MDL.    |                           |  |  |
| 8.  | Production Norms such as Scrap %, output-input ratio                                   |                           |  |  |
| 9.  | Base date for price variation clause                                                   |                           |  |  |
| 10. | Cost (ex-MDL) excluding taxes & duties after loading for variations in financial term. | Sr.Nos. 5 + 6 + 7 + 8 + 9 |  |  |

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

|     |                                                                 |  |  |  |
|-----|-----------------------------------------------------------------|--|--|--|
| 11. | Security Deposit / Contract performance guarantee               |  |  |  |
| 12. | Equipment Performance guarantee                                 |  |  |  |
| 13. | Additional delivery period over stipulated period as per sought |  |  |  |
| 14. | Additional time sought for supplying binding data.              |  |  |  |

|     |                                                                                                                   |                                           |  |  |
|-----|-------------------------------------------------------------------------------------------------------------------|-------------------------------------------|--|--|
| 15. | Liquidated damages per week rate / maximum ceiling                                                                |                                           |  |  |
| 16. | Warranty / Guarantee                                                                                              |                                           |  |  |
| 17. | Cost (ex-MDL) excluding taxes & duties after loading for variations on account of financial and commercial terms. |                                           |  |  |
|     |                                                                                                                   | Sr. Nos. 10 + 11 + 12 + 13 + 14 + 15 + 16 |  |  |

**D. Landed Cost:**

|     |                |                  |  |  |
|-----|----------------|------------------|--|--|
| 18. | Taxes & Duties |                  |  |  |
| 19. | Landed Cost    | Sr. Nos. 17 + 18 |  |  |

**Note:**

1. Evaluated Bid Value for the purpose of ranking and determination of L-1 Bid shall be the value arrived at Sr.No.17 of the table above.
2. While the statutory levies are excluded while carrying out evaluation of Bids to determine L1 Supplier pursuant to MOD ID No. 3(1)/2002/D(S II) dated 4.10.2006, it is clarified that the taxes & duties as applicable and not covered by exemption certificates, notifications from the Govt. of India are payable. The dealing Purchase Officer/PNC shall, however, endeavour that the price negotiated with the L1 bidder is competitive on landed cost basis also i.e. 19.
3. Bidders are required to quote the amounts of Taxes and Duties as applicable separately, duly indicating the base amount and the applicable rate, under each of the heads.
4. Wherever exemption certificates can be issued by MDL., no separate liability for payment of taxes & duties will devolve upon MDL and no duty will be reimbursed
5. Supplier / contractor will not be entitled to any increase in rate of taxes occurring during the period of extended delivery completion schedule if there is delay in supplies / completion attributed to him. However if there is a decrease in taxes, the same must be passed on to MDL.
6. Wherever all inclusive prices are quoted by the Tenderer (s) and accepted without bifurcation of tax elements, no escalation shall be considered in respect of any variations in statutory levies arising subsequently since the base figures do not exist in the order/ contract.

**It is clarified that Bank charges to be incurred for opening, amending LCs, Demand Drafts are excluded while carrying out evaluation of Bids to determine L1 Supplier**

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**SAMPLE FORMAT OF SHIPPING INSTRUCTIONS**

**(ILLUSTRATIVE FORMAT)**

**MODE OF DESPATCH**

1. 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 Grinstead, 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** - 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 Licence 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 colour 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 Kg:- \_\_\_\_\_  
Nett weight in Kg: - \_\_\_\_\_  
Outside dimensions: - \_\_\_\_\_  
Made in: - \_\_\_\_\_

8. Special marking instruction should comply with the Indian Merchandise Marks Act.
- i) Order packing cases to be clearly marked Made in \_\_\_\_\_
  - ii) Containers in packing boxes to be marked Made in \_\_\_\_\_
  - iii) 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).
  - k. 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 up to 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 authorised 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 despatch 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.

**PROFORMA BANK GUARANTEE FOR SECURITY DEPOSIT**

(ILLUSTRATIVE FORMAT)

(On Non-Judicial stamp paper of value Rs. 100/-. However, the value of stamp paper to be confirmed from Legal Department, MDL.)

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Purchaser" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers ..... a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at .....(hereinafter called "the Contractor/ Supplier" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for the supply , delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order and the Purchaser having agreed with the Contractor/Supplier to accept a Bank Guarantee in lieu of Security Deposit payable under the said order for the fulfilment and performance of the said order, We, ..... Bank having office at..... (Hereinafter referred to as "the Bank" which expression shall include its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) being 5% of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non-performance and non-fulfilment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.

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

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

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

5. We ... Bank further undertake not to revoke this guarantee during its currency except with



the previous consent of the Purchaser in writing.

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

7. Notwithstanding anything contained herein above:

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

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

IN WITNESS WHEREOF the Bank has executed this document on this..... Day of.....

For..... Bank  
(By its constituted attorney)

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

**NOTE:-**

- 1. Indigenous supplier or Foreign Supplier through Indian Bank to submit BG.
- 2. If foreign supplier submits BG through Foreign Bank the same should be submitted by SWIFT. MDL Bank SWIFT A/c. No. is SBININBB101

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**PROFORMA BANK GUARANTEE FOR FREE ISSUE MATERIAL**

(ILLUSTRATIVE FORMAT)

(On Non-Judicial stamp paper of value Rs. 100/-)

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Company" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers ..... a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at .....(hereinafter called " the Contractor/ Supplier" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order no.....dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") which, inter alia, provides for the issuance of materials such as MS/AL Sheets, Steel, Component etc free of cost to the Contractor/ Supplier for Galvanising, heat treatment, Fabrication, Fitment etc. on returnable basis subject to furnishing a Bank Guarantee equivalent to the value of materials supplied by the Contractor / Supplier to the Company, We, ..... Bank having office at..... (Hereinafter referred to as "the Bank" which expression shall include its successors and assigns) hereby agree to pay to the Company without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) against any loss or damage, costs, charges and expenses caused to or suffered by the Company by reason of nonperformance and non-fulfillment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.

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

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

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

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

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

7. Notwithstanding anything contained herein above:

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

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

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

8. This Guarantee shall be governed by Indian laws and the Courts at Mumbai, India shall have the exclusive jurisdiction. IN WITNESS WHEREOF the Bank has executed this document on this.....day of..... For.....Bank (by its constituted attorney)

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

**NOTE:-**

1. Indigenous supplier or Foreign Supplier through Indian Bank to submit BG.
2. If foreign supplier submits BG through Foreign Bank the same should be submitted by SWIFT. MDL Bank SWIFT A/c. No. is SBININBB101.

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**FORMATE OF END USER CERTIFICATE TO BE PROVIDED BY BIDDER**

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