



निविदा पूछताछ  
TENDER ENQUIRY

[एकल निविदा]  
[SINGLE TENDER]

माझगांव डॉक शिपबिल्डर्स लिमिटेड

(भारत सरकार का उपक्रम)

MAZAGON DOCK SHIPBUILDERS LIMITED

(Formerly known as Mazagon Dock Limited)

(A Govt. of India Undertaking)

CIN: U35100MH1934GOI002079

Dockyard Road, Mumbai 400 010

Website- [www.mazagondock.in](http://www.mazagondock.in)

Certified - ISO 9001: 2008 for Shipbuilding Division

GST ID : 27AAACM8029J1ZA

निविदा सं./Tender No	1300001364	विभाग/Department	EY COMMERCIAL
क्रय अधिकारी/Purchase Exec.	Pravin Nikhare	क्रय अधिकारी/Purchase Exec.	Pravin Nikhare
सेवा में /To		दूरभाष सं./Telephone No	23762616
		फैक्स सं./Fax No	23741386
		ई-मेल/E-Mail	pknikhare@mazdock.com
दूरभाष सं./Telephone		निविदा सं./Tender No	1300001364
फैक्स सं./Fax		निविदा तिथि/ Tender Date	10.10.2018
ई-मेल/E-Mail		निविदा बंद की तिथि/Tender Closing Date	19.10.2018
		निविदा बंद होने का समय/Tender Closing Time	14:00:00
		आरएफक्यू सं./RFQ No	2050001772

निविदा शुल्क/Tender Fee	रु/Rs	0.00
बयाना राशि/EMD Amount	रु/Rs	0.00
पूर्व बिड बैठक तिथि और समय/Pre Bid Meeting Date & Time		,00:00:00
निविदा खोलने की तिथि और समय/Tender Opening Date & Time		19.10.2018,15:00:00
प्रस्ताव वैधता तिथि है/Offer should be valid up to		18.12.2018
सुरक्षा जमा/Security Deposit		0.00 %आदेश मूल्य का/PO value
वरीय बैंक जमानत /Perf. Bank Guarantee		0.00 %आदेश मूल्य का/PO value

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

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

प्रिय महोदय/महोदया  
Dear Sir / Madam ,

विषय /SUB:- MAINTENANCE OF LIFE RAFT FOR BOAT-4 AND BOAT-5 FOR EAST YARD

माझगांव डॉक शिपबिल्डर्स लिमिटेड (एमडीएल) प्रतिष्ठित आपूर्तिकर्ताओं से निम्न हेतु, प्रतियोगितात्मक एकल बोली प्रणाली में बोली आमंत्रित करती है।

Mazagon Dock Shipbuilders Limited (MDL) invites Competitive - Bid from reputed suppliers for the following in **SINGLE BID** system.

क्र. सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
00010	Manitenance of life rafts	1 Activity unit	31.12.2018
<b>The Line item 00010 covers the following services</b>			
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Manitenance of life	8 Number	

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

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

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

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

**PART – A**  
**(TENDER ENQUIRY FORM)**

**MAZAGON DOCK SHIPBUILDERS LTD (Purchaser / Buyer)** INVITES BID through e-mail / Sealed Envelope (Post / Courier) in SINGLE BID SYSTEM for the following supplies from **Single Nominated Vendor M/s Zodiac Aerospace Services, France**. This tender can be downloaded from our website [www.mazdock.com](http://www.mazdock.com).

Envelopes should be securely closed in single bid system (Sealed), Super scribed with Tender No., Due date, time and addressed to: **HOD (Commercial East Yard), Kind Attn: Pravin Nikhare, Manager (C-EY), 4<sup>th</sup> Floor, SSA Work Shop Building, Alcock Yard, Mazagon Dock Shipbuilders Limited, Dock Yard Road, Mumbai-10, INDIA.**

And 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 –10, India**

Offer may also be submitted through e-mail on the following e-mail ids:

[pknikhare@mazdock.com](mailto:pknikhare@mazdock.com)

**1. Description of Work / Supplies / Services:**

Sr. No	Description & Specification of Item
00100	<b><i>Maintenance of 8 (Eight) numbers of LIFE RAFTs For boat 4 and Boat-5.</i></b> Detailed scope of work is attached herewith as <b>Enclosure 01</b> .

The firm has to inspect the Life Rafts (8 nos.) after receipt of the same at their premises/works and forward the cost of the items and/or activities (in addition to the Maintenance works) like replacement/ new parts etc.

**Documentation:** Certificate of Conformity of OEM QA will be part of documentation and to be submitted along with the repaired items.

**2. Validity Period:**

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

**3. Offer should contain the followings:**

Offer must be submitted in **Single bid system** and following documents to be attached with:

- i) Bidder's Statement on their Company Letterhead indicating Tender No, Tender Date, confirming compliance and acceptance on the Scope of Work and other Terms and Conditions as included in this tender enquiry, duly signed, stamped and dated by bidder's authorized person(s).
- ii) Acceptance on clauses of Tender Enquiry Form (TEF), STACs and GT&Cs 'Accepted OR Deviation' as applicable for each of the clauses at tender (**Enclosure- 03, 04 & 05** respectively).
- iii) PRICE for the listed items strictly in the format provided at **Enclosure-02**.
- iv) Deviation certificate as per **Enclosure-06**.
- v) Bank details for payment by bank transfer (T/T).
- vi) Conformity matrix as per **Enclosure-07** completely filled, signed & stamped.

**4. Following bid criteria shall also render the bids Liabe for Rejection:**

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

**5. Work Completion Schedule / Period:** Service / maintenance of eight (8 Nos) Life rafts shall complete **within 60 days** from receipt of items at M/s Zodiac Aerospace, France.

**Note:**

- a) After completion of maintenance work all repaired items will be **packed** for shipping and handed over to our freight forwarder. Handing over date will be considered for the purpose of LD (if any). You are requested to confirm the delivery schedule in the offer. In case the proposed delivery schedule is unable to achieve, you shall submit minimum delivery lead time from date of receipt of items.
- b) Caution be prominently labeled on packaging after repair that once life raft inflated, life raft would require special procedure for deflating the same.

- 6. Pricing:**  
 Bidder shall quote firm & fix prices for the services. The prices quoted shall remain firm and fixed during the currency of the order / contract unless agreed otherwise by MDL.  
 The firm is to submit the break down prices at the time of preliminary inspection for the spars and/or activities which are required in addition to basic maintenance work, like spars replacement, mounting new parts etc.  
**Note: Price variation clause is not applicable.**
- 7. Terms of Payment:** - (No advance in any manner will be paid by MDL to the supplier).  
 Payment terms shall be as under:  
 Full Payment for the value of services and/or items, as reduced by any deductibles and/or the amount leviable towards liquidated damages **if any**, will be made through bank transfer (T/T) within 15 to 20 days after handing over of repaired items (rafts) to our freight forwarder and submission of followings:  
 i. Set of Original + 2 copies of signed Invoice showing item / activity wise prices as per the contract / Maintenance manual / Order.  
 ii. Set of Original+2 copies of Certificate of Conformity Duly Certified by OEM's QA dept.  
 iii. Set of Original+2 copies of transportation documents duly acknowledged by our freight forwarder.  
 iv. SAP service entry sheet prepared by PLG-EY and signed by CM & above.
- 8.** Bidder shall abide by all Standard Terms And Conditions (STACs), Tender Enquiry Form (TEF) and General Terms & Conditions (GT&C) Acceptance formats as per **Enclosures- 05, 04 & 06** respectively contained therein should be properly filled, signed by the bidder along with techno-commercial bid. The bidder shall also abide statutory requirements, Official Secret Act 1923 and Safety clause as per details mention on MDL website.  
 Bidder(s) to also note that deviations taken by them if any, but not appearing or listed in the Deviation sheet (**Enclosure- 07**) format WILL NOT BE CONSIDERED LATER BY MDL.
- 9. Taxes& Duties:**  
 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.
- 10. Modifications to the Bids:**  
 Bidders desirous of submitting modified bids prior to the closing date & time may do so strictly before the tender closing date and time.
- 11. Public Grievance Cell:**  
 A Public Grievance Cell headed by Shri. S. D. Kajwe, General Manager (F-P&S) has been set up in the Company. Members of public having complaints or grievances are advised to contact him on Wednesday between 10.00 hours and 12.30 hours in his office on 3rd floor, west Block, MAZAGON DOCK SHIPBUILDERS LTD, Dock Yard Road, Mumbai 400010,INDIA or send their complaints / grievances to him in writing for redressal. His Telephone No. is 022 23782338, 2376 2106.
- 12. Liquidated Damages:**  
 a. Time is an essence of the contract. Therefore the job, as ordered, should be completed on the dates mutually agreed upon in accordance with the delivery schedule. In cases of delay not attributable to Purchaser beyond the agreed schedule, the Vendor / Contractor shall pay liquidated damages, a sum representing 1.0 % (one per cent) per Week, subject to maximum of 5% of the undelivered portion. If the supply is delayed, the supplier shall deliver the immediate requirement proposed by MDL by fastest mode of transport including air at suppliers cost.  
 b. Vendor / Contractor (Seller) will also be liable to pay Liquidated Damages for late delivery of the Documentation as agreed to by Purchaser and Vendor / Contractor (Seller) and as stated in the Purchase Order. The amount of such damages will be same as that stated in Para (a) above.
- 13. Consignee:**  
**Officer In Charge, East Yard – Stores, Mazagon Dock Shipbuilders Ltd, Mumbai-10, India.** An advance copy of invoices along with other relevant documents shall be handed over to our freight forwarded sufficiently in advance to enable clearance of cargo.
- 14. Inspection:**  
 Firm has to make preliminary inspection before maintenance work of all life rafts after receipt of items at their works.  
 Firm has to issue Certificate of Conformity of OEM's QA as per MDL format at **Enclosure- 07** conforming that the service, maintenance, replacement etc is carried out as per order / maintenance manual.  
 MDL at its discretion may attend the preliminary inspection at your works, if required. Receipt inspection of repaired items at MDL will be done by QA-EY and Store-EY.  
 PLG-EY will make service entry in SAP and will sign by PLG-EY's CM and above.
- 15.** MDL reserves the right to reject or accept the bids or to withdraw tender and or award contract in full / part without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder.

- 16. Indemnity Bond:** - Bidder shall submit indemnity bond and provide insurance certificate with the beneficiary as Mazagon Dock shipbuilders Limited (MDL) of value Rs 55,68,000/- or equivalent in other currency (i.e. value of total items) to cover any type of damages of item during repair at firm's premises.
- 17.** Unless specified otherwise by the Purchaser, Communication & Language for Documentation will be in English at the last known address mentioned in the offer/order.
- 18.** In case of supply of duplicate/spurious/substandard items or service/maintenance of items by the firm, MDL will resort to prosecution of the firm by taking legal action with all the stringent measures against the firm for supplying such items which has lead to delay of the project of national importance and has endangered the national security. The firm will also be blacklisted in MDL & will be debarred from quoting in future MDL tenders and the same will be intimated to all other public sector undertakings and other Government organisations. This is in addition to other provisions/remedies and terms & conditions of the tender enquiry.
- 19. Order Acceptance:**  
Successful bidder shall acknowledge the receipt and communicate in writing their unconditional acceptance of order within next working day from the date of placement of the order. If nothing to the contrary is received within next working day from the date of placement of order, it shall be understood that the order has been accepted.
- 20. Cancellation of Order:**  
In case of breach / non-compliance of any of the agreed terms & conditions of order / contract, MDL reserves the right to recover consequential damages from the Supplier / contractor on account of such premature termination of contract.  
In case of delay beyond agreed period for liquidated damages or 05 weeks from contractual delivery period whichever is earlier, MDL reserves the right to cancel the order and procure the order items / services from any available source at MDL's option & discretion and entirely at your risk and cost. Extra expenditure incurred by MDL in doing will be recoverable from Bidder/Supplier/Contractor.

We look forward to receive your most reasonable offer against this tender. You are requested to forward the bid along with the ENCLOSUREs required positively.

Yours faithfully,  
For **MAZAGON DOCK SHIPBUILDERS LTD**  
PRAVIN NIKHARE  
Purchase Officer

<b>Enclosures:</b>	
Enclosure – 1	Scope of work / supply.
Enclosure – 2	Rate sheet format.
Enclosure – 3	Tender enquiry terms Acceptance Format (TEF).
Enclosure – 4	Standard Terms And Conditions (STACs).
Enclosure – 5	General Terms & Conditions (GT& C).
Enclosure – 6	Deviation Format.
Enclosure – 7	Format for Certificate of Conformity.
Enclosure – 8	Conformity matrix.
Enclosure – 9	Extract of the Provisions of the Official Secret Act, 1923.
Enclosure – 10	Format of Indemnity Bond for Free Issue Material.

**DETAILED SCOPE OF WORK / MAINTENANCE:**

Maintenance of LIFE RAFTS pertaining to boat-4 and Boat-5 under Project P75 is to be carried out. An indicative progress of work is set here below:

1. Firm will be provided the EIGHT (8 Nos) of Life Rafts at their works situated in France.
2. After receipt of the items the firm will carry out a preliminary inspection there and forward MDL detailed breakdown of items / activities needs to be done per Life Raft in addition to the basic maintenance work, along with the cost element if any, within two weeks after receipt of the Life Rafts at your works.
3. After completion of maintenance work the items will be packed for shipping and handed over to our freight forwarder.
4. The maintenance is to done as per Maintenance Manual 606-1 LIFE RAFT P/N: 245214-\*

**Note:**

- 1) The copy of the said maintenance manual will be provided to bidder on their request if not available with them.
- 2) Caution be prominently labeled on packaging after repair that once life raft inflated, life raft would require special procedure for deflating the same.

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**RATE SHEET PRESCRIBED FORMAT**  
*(Please quote on your letter head only)*

PRICE BID PRESCRIBED FORMAT (RATE SHEET)							
Sr. No	Material description	Unit	Qty (A)	Maintenance period	Yard Number	Currency: _____	
						Unit rate (B)	Total value C= A x B
0010	Maintenance of life rafts of Boat -4 and Boat-5	No	08	60 days	11878 & 79		

**Note Applicable to Foreign Bidder**

Taxes & duties prevailing in the country of foreign Manufacturer / Supplier / service provider are to be borne by the foreign bidder. The bidder hereby confirms to have quoted the unit rates and total item wise values inclusive of all taxes and duties.

Name: .....

Designation:

Date: .....

Bidders Company Seal

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TEF ACCEPTANCE FORMAT

To,  
**General Manager (C-EY)**  
**MAZAGON DOCK SHIPBUILDERS LIMITED**  
**COMMERCIAL DEPARTMENT-EAST YARD.**

TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK
1. ACC/DEV		2. ACC/DEV		3. ACC/DEV	
4. ACC/DEV		5. ACC/DEV		6. ACC/DEV	
7. ACC/DEV		8. ACC/DEV		9. ACC/DEV	
10. ACC/DEV		11. ACC/DEV		12. ACC/DEV	
13. ACC/DEV		14. ACC/DEV		15. ACC/DEV	
16. ACC/DEV		17. ACC/DEV		18. ACC/DEV	
19. ACC/DEV		20. ACC/DEV			

COMPANY'S NAME & ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**Note:-**  
**NA – Not Applicable**

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

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**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 '**Contractor / Bidder**' 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 Sub-contractor / Supplier / Supplier 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 Contractor / Bidder 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 that 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 / 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, the contractor must ensure that the place is left in a reasonably clean state and all scrap/Rubble/Debris/refuse is transferred to nearby scrap/Garbage/refuse bins.

213. The Purchaser would provide on demand the requisite material to be supplied as per the Contract. On completion / execution of the contract a reconciliation statement detailing quantity of material issued, quantity used for the contract, scrap generated, quantity returned to Stores and certificate regarding protection of Intellectual Property Rights will have to be submitted along with certified Invoice/s before payment/s are effected. Any excess consumption of material on account of wastage / damage, re - work not attributable to Purchaser will be suitably recovered from the Bidder / Contractor.

**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 or utilise the services 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 / 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 / Contractor the same shall be deducted from any sum then due or thereafter may become due to the Bidder / Contractor under the contract or any other contract with the Purchaser.

**260 TRANSFER OF SUPPLIER'S / CONTRACTOR'S RIGHTS:**

261. The Contractor / Bidder 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 Contractor / Bidder shall 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

Contractor / Bidder 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. PATENTRIGHTS.**

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

**290. Agents / Agency Commission:**

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

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

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

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

**300. USE OF UNDUE INFLUENCE / CORRUPT PRACTICES:**

301. The Contractor / Bidder 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 Contractor / Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Contractor / Bidder) or the commission of any offence by the Contractor / Bidder 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 Contractor / Bidder and recover from the Contractor / Bidder the amount of any loss arising from such cancellation. A 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 Contractor / Bidder.

302. The Contractor / Bidder 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 Contractor / Bidder or any one employed by them or acting on their behalf (whether with or without the knowledge of the Contractor / Bidder) or the commission of any offence by the Contractor / Bidder or by any one employed by them or acting on their behalf which shall be punishable under the Indian Penal Code 1980 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 Contractor / Bidder 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 Contractor / Bidder 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 Contractor / Bidder, on a specific request of the Purchaser shall provide necessary information / inspection of the relevant financial documents / information.

**310. IMMUNITY OF GOVERNMENT OF INDIA. (APPLICABLE ONLY FOR ORDERS / CONTRACTS WITH USA / OTHER FOREIGN COMPANIES**

311. It is expressly understood and agreed by and between M/s. (Contractor / Bidder / Supplier) 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 (Contractor / Bidder) 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,

(Contractor / Bidder) 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 / services to MDL shall be arranged by the bidder from the concerned authorities in their country without any time & cost implications on the Purchaser.

**330. BANNED OR DE-LISTED CONTRACTORS / FIRMS / SUPPLIERS.**

331. The bidders declares that they being Proprietors / Directors / Partners have not been any time individually or collectively blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs. If a bidder' 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.

**350. DISPUTE RESOLUTION MECHANISM AND ARBITRATION**

**351. DISPUTE RESOLUTION MECHANISM (DRM)**

i) Any dispute/differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations.

ii) In case of non-settlement by (i) above, if at any time, before, during or after the contract period any unsettled claim, dispute or difference arose between the parties, upon or in relation to or in connection with or in any way touching or concerning this tender/agreement/order/contract, the same shall be referred to the concerned Functional Director.

The Functional Director shall then nominate an Executive of the rank of General Manager whom he thinks fit and competent or a Committee of Executives who/which shall then scrutinise the claims/disputes that have been referred to the concerned functional Director and make efforts for amicable settlements by mutual discussions/negotiations.

iii) In case no amicable settlement is arrived by (ii) above within a period of three months, then the contractor shall approach Public Grievance Cell and address the disputes as per the provisions made under the relevant clause of the contract.

iv) In case the issues/disputes do not get settled within a period of six months from the date of submission of the dispute to the Grievance Cell, then the contractor may invoke Arbitration Clause of the contract.

**352. ARBITRATION.**

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

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

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

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

**360. JURISDICTION OF COURTS**

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

**450**

451. The Purchaser may extend the delivery schedule as mutually agreed, on receipt of written communication from the Contractor / Bidder regarding occurrence of 'Force Majeure' conditions, but not exceeding six months from the scheduled delivery date. If the 'Force Majeure' conditions extend beyond this period, the Purchaser shall have the right to cancel the order without any financial implication to the Purchaser or on terms mutually agreed to.

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**ACCEPTANCE FORM FOR STANDARD TERMS AND CONDITIONS (STACs)**

To,  
**General Manager (C-EY)**  
**MAZAGON DOCK SHIPBUILDERS LIMITED**  
**COMMERCIAL DEPARTMENT-EAST YARD.**

STACS CLAUSE No.	BIDDER'S REMARK (Acc/Dev)	STACS CLAUSE No.	BIDDER'S REMARK (Acc/Dev)	STACS CLAUSE No.	BIDDER'S REMARK (Acc/Dev)
101		102		103	
120		200		210	
220		230		240	NA
250	NA	260		270	
280		290		300	
310		320		330	
340	NA	350		360	
370	NA	380	NA	390	NA
400	NA	410	NA	420	NA
430	NA	440	NA	450	

COMPANY'S NAME & ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**Note****NA – Not Applicable**

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

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**GENERAL TERMS AND CONDITIONS (GT&C)**

**A10. BLANK**

**A60. SUPPLIES**

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

**A70. PROGRESS REPORTING & MONITORING**

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

**A80. CANCELLATION OF ORDER**

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

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

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

**A90. # PRESERVATION AND MAINTENANCE**

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

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

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

**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.

**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.

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**ACCEPTANCE FORM FOR GENERAL TERMS AND CONDITIONS (GT&C)**

To,  
**General Manager (C-EY)**  
**MAZAGON DOCK SHIPBUILDERS LIMITED**  
**COMMERCIAL DEPARTMENT-EAST YARD.**

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

COMPANY'S NAME & ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**NOTES: NA: Not Applicable**

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

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DEVIATION FORMAT

To,  
 General Manager (C-EY)  
 MAZAGON DOCK SHIPBUILDERS LIMITED  
 COMMERCIAL DEPARTMENT-EAST YARD.

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

COMPANY'S NAME & ADDRESS:-

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

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

**Note:-** Any deviation taken/written elsewhere other than deviation sheet will stands null and void and will not be considered.

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**FORMAT 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/ bid no ..... dated.....

The undersigned hereby certifies that the Maintenance of the LIFE RAFTs total ..... in numbers is completed as per the manual number 606-1 LIFE RAFT P/N: 245214-\*.

This protocol acknowledges that the maintenance work has been satisfactorily completed in conformity with the Clause ..... of the Contract / PO.

For and on behalf of  
For and on behalf of The Service Provider

Seal signature & date

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

Check List for Bidders				
Sr No	Description	Tender Requirement	Supplier	
			Bidder to specify (scratch out which are not required)	Remarks, If any
1	<b>Enclosure-2, Rate sheet format</b>	Filled and submitted by the bidder with the offer	Submitted / Not Submitted	
2	<b>Enclosure-3,TEF acceptance format</b>	Filled and submitted by the bidder with the offer	Submitted / Not Submitted	
3	<b>Enclosure-4, STACs acceptance format</b>	Filled and submitted by the bidder with the offer	Submitted / Not Submitted	
4	<b>Enclosure-5,GT&amp;Cs acceptance format</b>	Filled and submitted by the bidder with the offer	Submitted / Not Submitted	
5	<b>Enclosure-6, Deviation format</b>	Filled and submitted by the bidder with the offer	Submitted / Not Submitted	
6	<b>Enclosure-7, Format for certificate of conformity</b>	Filled and submitted by the bidder with the offer	Submitted / Not Submitted	
7.	<b>Enclosure-8, Conformity Matrix</b>	Filled and submitted by the bidder with the offer		
8	<b>Stamped copies of Enclosure-01, &amp; 09</b>	Stamped copy of Scope of work, Shipping Instruction & Official Secret Act 1923	Submitted / Not Submitted	
9	<b>Enclosure-10, Format for Indemnity bond for free issue material</b>	Filled and submitted by the bidder	Submitted / Not Submitted	

**Note:** All Enclosures mentioned above to be submitted strictly along with the bid, and should be Named, Signed & stamped by the bidder.

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**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.

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**FORMAT OF INDEMNITY BOND FOR FREE ISSUE MATERIAL.**  
(ILLUSTRATIVE FORMAT)

This Indemnity Bond executed by Messers ..... a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at .....(hereinafter called "the Contractor" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors, liquidators and assigns) in favour 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).

Whereas the Company herein has awarded to the Contractor a contract vide order no.....dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by the Company) which, inter alia, provides for the issuance of materials such as ..... etc free of cost to the Contractor for ..... etc. On returnable basis.

Now in consideration of the Company having agreed to permit the Contractor to receive materials (Specify the quantity and name of the materials) and the performance of the Contractor's obligations and /or discharge of the Contractor's liability in connection with the said Order on the production of Indemnity Bond, we the Contractor hereby irrevocably agree and undertake to indemnify the Company from time to time and shall forthwith on demand pay to the Company to the extent of Rs.....being equivalent to the value of the materials supplied by the Company to us against any loss or damage cause to or suffered by the Company by reason of non return of finished product and leftover materials to the Company within the specified time period and / or non performance or for breach of any terms and conditions of the said Order by us.

We, the Contractor further agree that the amount demanded by the Company as such shall be final and binding on us as to the Contractor's liability to pay and the amount demanded. We the Contractor agree that the Company shall have the right to recover amount demanded, without prejudice to any other remedies available, by deducting from any sum at any time hereafter becoming due to the Company under this or any other contract.

We the contractors undertake to pay the Company the amount so demanded on first demand without any demur.

We, the Contractor further agree that the Contractor shall be sole judge of and as to whether there has been any breach of the terms and conditions of this bond and to the extent of loss, damage, costs, charges and expenses caused or suffered by the Company.

We, the Contractor further agree that this indemnity shall remain in full force and effect till \_\_\_\_\_.

This Indemnity Bond shall be governed by Indian laws and the Courts at Mumbai, shall have the exclusive jurisdiction.

Signed, sealed and delivered by

Dated: .....

Signature of the contractor with official seal

Witness:

1. (Name & signature)  
(Address)

2. (Name & signature)  
(Address)

**Note:** The above Indemnity bond is to be drawn up by the contractor on non-judicial stamped paper of value Rs. 200/-, if it executed in Maharashtra. However, for other places stamp duty is to be levied as per Stamps Act of respective States. The value of stamp paper to be confirmed from Legal Department, MDL

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