



## Mazagon Dock Shipbuilders Limited, Mumbai Standard Bidding Document (SBD)

### Section I - Notice Inviting Tender (NIT)

1. Notice Inviting Tender (NIT): Mazagon Dock Shipbuilders Limited (MDL), Mumbai is India's leading Shipbuilding Company with ISO 9001:2015 accreditation. Mazagon Dock Shipbuilders Limited, invites offer in single bid system i.e. Part-I (Techno Commercial Bid) and Part-II (Price Bid) from **M/s Calzoni S.R.L., Italy** through online bidding via MDL e-procurement portal (<https://eprocuremdl.nic.in>) for Item /Services.
2. **The Tender Document.**
  - i. **Bidder must read the complete 'Tender Document'.**
  - ii. Bids must be uploaded till the deadline for submission of bids. Bidders in their own interest are requested to upload their bids well in advance of tender closing date to avoid the last minute difficulties in uploading the bids. Request for extension, if at all to be made, shall be forwarded at least 3 working days in advance to the tender closing date / time (excluding tender closing date) with proper reasoning. **However, the extension would be granted by MDL on merit of the case at MDL discretion and would be binding on all bidders.**
3. **Eligibility Criteria for Participation in this Tender:** Subject to provisions in the Tender Document, participation in this Tender Process is open to all bidders who fulfil the 'Eligibility' and Pre-Qualification criteria. Bidder shall be required to declare fulfilment of Eligibility Criteria.
4. **Submission of Bids:** No manual Bids shall be made available or accepted for submission (except for originals of scanned copies as per sub-clause above). Bidder must comply with the conditions of the eProcurement portal, including registration, compatible Digital Signature Certificate (DSC) etc. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling in the required information.
5. **Disclaimers and Rights of MDL:** The issue of the Tender Document does not imply that MDL is bound to select bid(s), and it reserves the right without assigning any reason to
  - (a) reject any or all of the Bids, or
  - (b) cancel the tender process; or
  - (c) abandon the procurement of the Goods/Services; or
  - (d) issue another tender for identical or similar Goods/Services.

*Note: Please refer to appended TIS and the complete Tender Document for further details.*

**Tender Inviting Authority**



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### Section II - Tender Enquiry Form (TEF)

**Bidder to note that the shortfall information/documents shall be sought only in case of historical documents which pre-existed at the time of the tender opening i.e., submitted along with original bid and which have not undergone change since then.**

1. **Description & Scope of Supply / Work:** Modification of Additional lights for Oblique Approches to NVG Compatible Helicopter Deck Lighting and Landing Suite (HVLAS) as per Scope of Work attached with the tender.
2. **Pre-Qualification Criteria:** Not Applicable.
3. **Earnest Money Deposit (EMD) / Bid Security:** Not Applicable
4. **Validity Period of Offer:**
  - (a) Bid / Offer shall have the validity period of **180 days** from the tender closing date.
  - (b) In case the day up to which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for MDL, the bid validity shall automatically be deemed to be extended upto the next working day.
  - (c) In exceptional circumstances, before the expiry of the original time limit, MDL may request the bidders to extend the validity period for a specified additional period. The request and the bidders' responses shall be made in writing or electronically. A bidder may agree to or reject the request. A bidder who has agreed to MDL's request for extension of bid validity, in no case, he shall be permitted to modify his bid.
5. **(A) Delivery Period/Contract Period (For Goods):**
  - (a) Delivery Period: Delivery period shall be 05 months from the date of placement of order for all 04 yards of P15B ships. Services to be rendered after 01 month of delivery of items for all 04 yards.
  - (b) The delivery dates mentioned against each line item/service are for indicative purpose. The delivery/contract schedule given at above para shall be considered for all purposes.
6. **(A) Submission of Offer in Single Bid System:** Offer must be submitted in two parts as follows:
  - a) **Part I (Techno Commercial Bid):** The bidder shall ensure following are essentially submitted in the Part-I bid as applicable:
    - (i) Technical & Commercial offer.
    - (ii) Acceptance of Tender terms & General Condition of Contract (GCC).
    - (iii) Compliance Certificate w.r.t. Land Border Clause
    - (iv) Bidder contact details as per attached annexure" Contact Details of the bidder.
    - (v) Undertaking for product support as per Scope of Work.
    - (vi) Additional documents as applicable to this tender.
  - b) **Part-II (Price Bid):** Prices for each of the listed items has to be uploaded strictly in the prescribed format provided in the e-procurement portal. Bids received other than this given format will be **rejected**.  
**Note:**
    - (i) If, in the price structure quoted for the required goods, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly;
    - (ii) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
    - (iii) If there is a discrepancy between words and figures, the amount in words shall prevail.
    - (iv) For inseparable (overall lowest) requirement, bidder must quote for all line items.
7. **Bid Modification:** Modification in bids, if any, is to be made by bidders prior to the tender closing date & time.
8. **Bid Rejection Criteria:**



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- (a) **Categorical rejection criteria:** The following conditions / deviations are non-negotiable and therefore any bid falling under these conditions / deviations shall be summarily rejected. Bidders to note that they shall not be provided any opportunity to rectify these conditions / deviations post Part-I bid opening:
- (i) Bids received after tender closing date and time.
  - (ii) Bids received other than through e-portal (in case of e-tender)
  - (iii) Bidders who are debarred under PPP MII order 2017, GeM, CPPP including Tender holiday issued by MDL.

- (b) **Liabile rejection criteria:** Non-compliance/non-acceptance to any of the terms and conditions of the tender other than following shall render the bid liable for rejection;

- (i) Clause mentioned under loading criteria

Note: Equal time and opportunity for submission of deficient techno-commercial documents and clarification shall be given to the bidders. Bidders are required to submit such documents / clarifications within the duration / date stipulated by MDL failing which their bids will be rejected.

**Bidder to note that the shortfall information/documents shall be sought only in case of historical documents which pre-existed at the time of the tender opening i.e. submitted along with original bid and which have not undergone change since then.**

### 9. Performance Security (PS):

- (a) Separate Performance Security for an amount equal to 5% of each order value (excluding taxes, duties) payable in the same currency as the contract shall be submitted.
- (b) Performance Security is to be furnished within 45 days after notification of the award of contract and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.
- (c) Performance security may be furnished in the form of NEFT / Demand Draft / Pay order / Bank Guarantee / Insurance Security Bond / e-Bank Guarantee in favour of Mazagon Dock Shipbuilders Limited, Mumbai from the list of Banks approved by SBI / Canara Bank published on MDL website.
- (d) PS can also be remitted online through MDL website: <https://www.mazagondock.in/OnlinePayment.aspx>.

Or

one can find Online payment tab on MDL website home page as under:

- Go to [www.mazagondock.in](http://www.mazagondock.in)
  - Click on Online payment tab available on home page.
  - 4 option viz. Career, Tender, Security, Scrap/ Disposal will be available.
  - Click on the Tender tab and make the payment online using Debit cards, Credit Cards, Net banking, BHIM/ UPI etc. after filling the required details.
- (e) Further, the bidder should specifically mention the details of company name as well as nature of remittance, tender number/order number etc. in the text/narration fields of Bank's NEFT remittance in order to identify the same. The duly filled & signed copy of annexure is to be submitted to respective dealing commercial executives.
  - (f) In cases where the supplier / contractor has not submitted the PS and already commenced supply / services, dealing commercial executives shall advice Finance department for withholding the PS from his bills if any. In such case, interest is to be recovered for the period starting from 26<sup>th</sup> day of transmission / notification of order/contract by any mode and amount involved at the relevant rate of interest. For foreign supplier, the interest will be EUROBOR/LIBOR plus 2%. For Indian suppliers, the interest will be SBI BPLR plus 2%.
  - (g) The performance security should be in the same currency as the contract and must conform to Uniform Rules for Demand Guarantees (URDG 758) - an international convention regulating international securities.
  - (h) PSBG shall be valid for validity period of PSBG plus four weeks for settlement of claim.
  - (i) The performance security will be forfeited and credited to MDL's account in the event of a breach of contract by the contractor. It will be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.



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- (j) Where the duration of contract is very long and banks are unwilling to issue BGs for long duration, rolling bank guarantee towards performance security can be submitted where it will be valid for at least one year with claim period of three months within which the same can be extended for further period by amendment.
- (k) Performance security on reducing balance can be accepted when the contract period extends beyond one year. This will be effective on completion of one year and thereafter on six monthly / yearly basis.
- (l) In case of failure to submit performance security deposit by the supplier within 25 days of transmission / notification of order by any mode, the EMD will be forfeited (if available) and MDL reserves the right to cancel the order and invoke the risk purchase clause.
- (m) In the event of defects due to poor workmanship leading to non-performance of the Equipment/Item and bidder failure to attend the defects within a reasonable period of time, the PSBG will be encashed by MDL. MDL's decision in this regard shall be final and binding on the supplier / contractor.
- (n) In the event of postponing of delivery of deliverables/services or extension of guarantee desired & sought by MDL, the Performance Security has to be extended and its amendment charges shall be borne by MDL.

### 10. Warranty/Guarantee:

- (a) The equipment / item along with associated auxiliaries/components supplied shall be warranted / guaranteed for satisfactory Performance for the period of 12 months from date of supply of items.
- (b) The Supplier cannot absolve their responsibility for warranty of material even though it is inspected by & approved by the inspection authorities.
- (c) If the defects are not remedied within a reasonable/stipulated time, MDL may proceed to rectify the defects at the supplier's risk & cost, but without prejudice to MDL's rights under the contract.
- (d) During the period of warranty / guarantee if any defect noticed in the equipment / item supplied, the supplier/ contractor will have to rectify such defects immediately at no extra cost to MDL.

**10.1 Warranty Extension Charges:** Supplier to quote for warranty extension charges for a period of additional 01 year post expiry of original warranty period.

**11. Currency of Bidding:** Foreign Bidders are allowed to quote price (and get paid) in RBI's notified basket of foreign currencies - US Dollar or Euro or Pound Sterling or Yen etc.

### 12. Pricing:

- i) Bidder shall quote the prices for the delivery at Port of destination (India) on CIP basis. Order will be placed on CIP basis only. Prices on the basis of ex-works are not acceptable.
- ii) The prices quoted shall remain 'firm and fixed' during the currency of the order / contract unless agreed otherwise by MDL.
- iii) For MDL orders, the shipment shall be consigned to Mumbai Port for break bulk cargo unless or otherwise agreed by MDL & indicated in the Purchase Order.
- iv) The Supplier/ Vendor / Contractor shall immediately on dispatch of the items, inform all relevant details of dispatch such as Order number, Bill of Lading / AWB number, number of packages, value of consignment, invoice number in time directly to
  - a. PE(C-P15B), Mazagon Dock Shipbuilders Limited, Mumbai. ([pddabhade@mazdock.com](mailto:pddabhade@mazdock.com))
  - b. HOS (Imports), Mazagon Dock Shipbuilders Limited, Mumbai. ([dktiwari@mazdock.com](mailto:dktiwari@mazdock.com))
- v) The Supplier/ Vendor / Contractor shall ensure that all relevant documents (such as invoices, Packing List, Bill of Lading, Country of origin etc.) shall reach to the MDL executives as mentioned above sufficiently in advance for filing of Bill of entry and to enable clearance of cargo within allowed demurrage free days to avoid demurrage.
- vi) Overseas bidders shall submit the unconditional order acceptance which is a pre-requisite for opening of L/C.
- vii) Important Notes for Foreign Bidders:
  - All the documents should clearly indicate the Purchaser's Order number, Import License Number, Airway Bill / Bill of Lading Number, Insurance Policy number / Insurance Document reference no.
  - Foreign Bidders must submit the Letter of Credit format duly filled as per enclosure of the tender.



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- To arrive at various charges such as custom duty, port handling & local charges, it is mandatory for foreign bidders to submit the following details along with the Part-I Bid:
- Port of dispatch to be clearly specified
  - Containerized dispatch/ Break bulk.
  - No of required containers with their size & type (20Feet /40Feet / Open / Closed).
  - Gross weight.
  - Any other specific handling Instructions / conditions of consignment.
- viii) It is mandatory to quote for all line items as per tender. If it is found after opening of price bids that the price quoted for a particular line item is 'zero' then supplier has to supply this/these items free of cost to MDL.

### 13. Taxes & Duties:

- (i) Bidder has to quote their rates on CIP basis.
- (ii) In case of foreign bidders all taxes, duties, statutory levies and charges which are to be paid for the delivery of goods & services shall be paid by the parties under the present contract in their respective countries. MDL shall bear and pay all taxes, duties and statutory levies in India in connection with the execution and / or performance of this contract w.r.t. deliverables delivered.
- (iii) Foreign bidder shall submit Tax Residency Certificate (TRC) and PAN card in Part-I offer. In case of remittances to Foreign Companies for services, as per the Income tax act and DTAA provisions, TDS shall be carried out from the amount payable towards services. As per the extant applicability and existing rates, following cases pertaining to TDS are presented for clarity:
- a. Case 1 (TRC is made available by foreign bidders): Tax Deduction at Source (TDS) @ 15% of total service payment is applicable. If this is not agreed to by the bidder in the bid or during TNC / CNC, then this shall be appropriately loaded as per applicable rates on the price for the purpose of ranking. However, bidders to note that TDS rates / DTAA rates differ from country to country. It varies from 10% to 25%.
- b. Case 2 (TRC is not made available by foreign bidders): Tax Deduction at Source (TDS) at the rates as mentioned in the table below is applicable. If this is not agreed to by the bidder in the bid or during TNC / CNC, then this shall be appropriately loaded as per applicable rates on the price for the purpose of ranking. These rates shall be as under:

Service Payment slabs (converted in INR )	Rate of TDS applicable on total service payment
Up to Value of INR 1 Cr.	25.75%
Above INR 1 Cr upto INR 10 Cr.	26.26%
Above INR 10 Cr.	27.0375%

### 14. Payment Terms:

- (a) Shipyard does not pay any advance payment.
- (b) **Payment to Foreign Bidders for deliverables:**

#### **Payment through LC:**

- (i) Payment to Foreign Bidders shall be against irrevocable letter of credit (L/C) established through our bankers as per format. L/C will be opened for 100% of the value of deliverables (Cost of Material including freight & insurance till port of destination i.e., CIP basis)
- (ii) For opening L/C, suppliers should essentially furnish their acceptance of PO in time. 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.





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- (iii) L/C will allow payment on timely presentation of documents through bank as mentioned below. Opening of L/C shall be before one month of the schedule for dispatch or before such period as may be discussed and mutually agreed to in the TNC / CNC / PNC. The time limit for opening of L/Cs and / or amendment for L/C shall be 15 days or within such number of days as may be stipulated in purchase order / contract. Delay in opening of L/C can lead to corresponding delay in delivery and hence no LD is applicable on such delayed portion. L/C amendment charges on account of MDL shall be borne by MDL.

**Note:** The payment of deliverables from India shall be made through SWIFT mode on receipt and acceptance by MDL designated authority. In such cases supplier shall have to deliver items to MDL stores at no extra cost to MDL.

- (c) **Services:** 100% payment for Service of Engineers shall be made through SWIFT mode on submission of Ink signed invoice & Work Done Certificate issued through SAP signed by designated acceptance authority (not below the rank of Chief Manager) after satisfactory completion of the respective activities/services **within 15 days**.

### 15. Payment Mode & Documents:

#### (a) Documents for LC Payments for Goods:

- (i) Set of Original + 2 Copies of signed Invoice showing item-wise prices as per the order.
- (ii) Set of Original + 2 Copies of signed packing List clearly showing list of items packed.
- (iii) Set of Original + 2 Copies Clean on Board Bill of Lading OR Air Way Bill Made in the name of MDL's Bank and Marked as freight paid.
- (iv) Set of original + 2 copies Certificate of Conformity.
- (v) Certificate of country of origin in Original + 2 Copies by chamber of commerce for Non-naval projects.
- (vi) Original + 2 Copies of Warranty/Guarantee Certificate
- (vii) 02 copies of Performance Security (PS) valid till the warranty period of the deliverables plus four weeks as claim period. If Original copy of Performance Security is with validity till required warranty as per PO terms is not received prior to draft LC opening, then the (PS) amount shall be kept on hold till receipt of the same. The PBG amount shall be released later on receipt of original PBG through swift transfer.
- (viii) Certificate Confirming that supplier has couriered / dispatched 02 sets of Non Negotiable Documents comprising of Signed Invoices, Packing Lists, Bill of Lading/AWB marked as Freight Paid, Insurance Policy/Document, Freight Paid Certificate, Certificate of Conformity, Country of Origin Certificate, Guarantee/Warranty Certificate, Performance Security directly to MDL.
- (ix) Certificate issued by MDL confirming that the delivery is made in time and no liquidated damages / penalty is applicable OR in case of delays, admissible amount of liquidated damages/ 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 immediately on arrival of consignment at port of destination, receipt of signed copy of invoice, packing list, approval certificate of the nominated inspection agency, copies of AWB marked as Freight Paid, Insurance Policy/Document, Freight Paid Certificate or any other acceptable documents confirming dispatch on CIP basis).
- (x) Certificate confirming that the shipping instructions (inclusive of packing) have been followed while packing / shipment and forwarding of details for Freight and insurance to MDL.
- (xi) All the documents should clearly indicate the Purchaser's Order number, Import License Number, Airway Bill / Bill of Lading Number, Insurance Policy number/ Insurance Document reference number.

16. Exchange Rate Variation (ERV): Not Applicable

17. Mode of Dispatch: Air/Sea.



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18. **Consignee:** The order would be placed on CIP basis. The date of 'Air Way Bill' shall be considered for LD purpose.
19. **Work Done Certificate (WDC) / Completion Certificate (WCC):**
- Work Completion certificate (WCC) shall be issued on Satisfactory completion of respective work with inspection and acceptance reports. Agency responsible to issue WCC shall be Planning/user dept. (Chief manager & above).
  - The WDC shall include cumulative statement of jobs carried out till last WDC. The necessary service entry shall be made in SAP system by the WDC certifying authority & will be submitted to the contractor for further invoicing. The WDC shall bear relevant Service Entry Sheet No., PO No. and respective item Sr. No., sub service line item of the PO.
  - The WDC must clearly mention the mutually agreed completion schedule and actual work done schedule for start date & end date.
  - In case of delays, the duration along with numbers of delayed days shall be specified in respective WDCs to invoke LD clause and effect recoveries from sub contractor's invoice.
20. **Inspection & Testing:** Receipt Inspection will be done by MDL & WOT/Ship Staff based on **OEM COC** and **Warranty certificate**.

### For Goods:

- 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.
- Receipt Inspection:** MDL with WOT/SOT/Customer shall carry out necessary inspection of the items on receipt in the MDL on the basis of appropriate MDL Inspection system requirements & the Inspection documents submitted by suppliers. Any objection raised by MDL inspection team against quality of material or workmanship shall be satisfactorily corrected by the supplier at his expenses including replacement as may be required within shortest possible time within 30 days. Items damaged during transit shall also be rectified or replaced by the supplier within shortest possible time.
- Rejection of the material:** Any portion of the equipment found defective/rejected, the supplier shall collect the same at his cost from the MDL Yard, all incidental charges being born by supplier, (inclusive of custom duty, if payable), within 30 days from the date of intimation to the supplier of such rejection. The MDL reserves the rights to dispose-off the rejected item at the end of a total period of 90 days in any manner, to the best advantage to the MDL & recover storage charges & any consequential damages, from sale proceeds of such disposal.

### For Services:

- The MDL / Vessel owner shall have at all reasonable time access to the contractor's premises and shall have the power at all reasonable time to inspect, examine and test the materials and workmanship of the work during its manufacture there and if a part of the work is being manufactured on other premises, the contractor shall obtain permission for MDL / Vessel owner to inspect as if the work was being manufactured on contractor's own premises.
- Only such work will be accepted and paid for as MDL / Vessel owner may certify to be strictly in accordance with the contract.
- MDL on giving seven days' notice in writing to the contractor setting out any ground of objections which may have in respect of the work shall be at liberty to reject all or any materials of workmanship, the subject of any of the said grounds of objection which are not in accordance with the contract.
- In all cases where the contract provides for tests whether at the premises of the contractor or any sub-contractor or elsewhere the contractor except where otherwise specified shall provide free of charges such labour, materials, electricity, fuel, water, stores, apparatus and instruments as may reasonably be demanded, to carry out efficiently such tests of the work in accordance with the contract and shall at all-time facilitate the MDL / Vessel owner to accomplish such testing.
- The cost of all tests and/or analysis effected at the contractor's or sub-contractor's work and on the site shall be borne by the contractor. The cost of independent test and/or analysis which MDL / Vessel owner may cause to be made and which prove satisfactory will be borne by the Employer



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but the contractor will be called upon to pay all expenses incurred by the Employer in respect of any work found to be defective or of inferior quality, adulterated or otherwise unacceptable.

- (f) The contractor shall give MDL / Vessel owner, such reasonable notice of the progress of work (and in particular of any work being made ready for shipment or transportation) as will permit inspection, examination and testing and no work shall be painted or prepared for shipment or transportation as the case may be without the consent of the MDL / Vessel owner until the same has been passed by MDL / Vessel owner as being ready for shipment or transportation but no such passing or consent shall relieve the contractor from the liability to complete the contract works in accordance with the contract.

**21. Price Negotiation:** Usually, there shall be no price negotiations. However, MDL reserves its right to negotiate with the lowest acceptable bidder (L-1), who is techno-commercially suitable and on whom the contract would have been placed but for the decision to negotiate.

**22. Public Procurement Policy (Preference to Make in India) Order 2017:** The Government of India has issued revised Public Procurement (Preference to Make in India) order 2017 on 16<sup>th</sup> Sep' 2020 as part of its policy to encourage "Make in India" and promote manufacturing and production of goods and services in India with a view to enhancing income and employment. Subject to the provisions of this order and to any specific instructions issued by Nodal Ministry or in pursuance of this order, Purchase Preference shall be given to local suppliers in all the procurements undertaken by MDL in the manner specified below:

(a) **Aspects of 'Preference to Make in India':** The following terminology / definitions used in the policy is enumerated below and applicable to the tender:

- (i) **Local content:** means the amount of value added in India which shall be the total value of item (goods, services or works or their combination) under procurement (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent. Different definition of Local Content may be specified by the Nodal Ministry for items assigned to them, which will prevail over above.

**Note:**

a. The local content can be increased by vendors through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them.

b. Any participating bidder shall not be Joint Venture/Consortium; except in case of manufacture under license/technology collaboration agreements with phased indigenization under the PPP Make-in-India Policy 2017.

- (ii) **Class-I Local Supplier:** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of 50%.

- (iii) **Class-II Local Supplier:** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of 20% but less than that prescribed for "Class-I local supplier".

- (iv) **Non-Local Supplier:** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for "Class-II local supplier" under this order.

- (v) **L1:** means the lowest tender or lowest bid or lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

- (vi) **Margin of Purchase Preference:** means the maximum extent to which the price quoted by a **Class-I Local Supplier** may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be **20%**.

**Note:**

(i) Procedure for determination of L1 price shall be as per tender clause 'Ranking of Bids'.

(ii) Purchase preference shall be given to **Class-I local supplier only**. No Purchase Preference will be given to Class-II or Non-Local Suppliers.

(iii) If Price/s of all class-I local supplier/s in a tender is more than 20% of L1's price, no purchase preference shall be applicable.

- (b) **Eligibility Criteria to bid:** M/s Calzoni S.R.L., Italy (Non-Local Supplier)





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(c) **Purchase Preference(PP):** Not Applicable

(d) **Declaration/Verification of Local content:** Not Applicable

(e) **PPP MSE Order 2012:** Not Applicable

(f) **Price negotiation & contract placement:**

(i) MDL has right to negotiate with L1 bidders on the quoted prices. However, it shall be ensured that Local Content percentage as declared by the vendor is maintained or increased but not reduced.

(ii) After the contract is awarded and the supplies are completed, the supplier shall provide a "Local content certificate" (in the format provided at the time of PO placement) declaring the actual Local content percentage achieved while executing the contract. In case of failure to provide Local Content Certificate for the executed order within reasonable time, the issue be referred for debarment.

*Note:* In cases of procurement for value in excess of Rs. 10 Crores, the supplier shall provide a Local Content certificate (in the format provided at the time of PO placement) from statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of supplier other than companies) giving the percentage of local content.

(iii) Supplier shall be intimated that the supporting documentation towards realization of committed Local Content as per the contract / order terms & conditions shall be maintained for a period of seven years from the date of completion of the contract for audit purpose. Nodal Ministry may constitute committees with internal & external experts for independent verification of self-declarations and auditor's / accountant's certificates on random basis and in the case of complaints.

**Note:** The Actual Local Content Certificate as above, shall be mandatorily submitted by the successful bidder post execution of PO.

(g) **Debarment of bidders / suppliers:**

(i) False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of GFR 2017 for which a bidder or its successors can be debarred for up to 2 years as per Rule 151(iii) of GFR 2017 along with such other actions as may be permissible under law.

(ii) A supplier who has been debarred by any procuring entity for violation of said Order shall not be eligible for preference under said Order for procurement by any other procuring entity for the duration of debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in such a manner that ongoing procurements are not disrupted.

(h) **Reciprocity Clause:** Entities of countries which have been identified by the nodal Ministry/ Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.

23. **Option Clause:** MDL the right to increase/decrease the ordered quantity by up to 50 % at any time, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period)

24. **Book Examination Clause:** In case it is found to the satisfaction of the BUYER that the seller 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 penalty for use of undue influence, the seller, on a specific request of the buyer shall provide necessary information/Break-up data/ inspection of the relevant financial documents/information.



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25. **Progress Monitoring & Review Mechanism:** The required dates are indicated in tender. On placement of order a kick off meeting is to be held in MDL to chalk out the sequence and priority of the activities and the deliverables in line with the prevailing construction status of the ship. In this meeting, a progress monitoring team shall be constituted comprising vendor's representative engineer, MDL's executives (one each from Planning, Design and Ship Manager). This team shall carry out periodic reviews (initially quarterly followed by monthly reviews) to decide and chalk out the detailed sequence and priority of the completion of work and deliverables. The vendor would have to adhere to the recommendations and decisions of the said team while executing the work.
26. **Hindrance Register:** All hindrances with date of occurrences and removal shall be noted in the Hindrance Register. The Hindrance Register shall document reasons for the delay vis-à-vis the mutually agreed schedule. All hindrances such as delay in MDL Inputs (Drawings/Material/Documents/Services/ Inspection call), delay by TPI/Inspection Agency/Customer(Navy), delay on account of specialist services, non-performance by the contractor, delinquency by the vendor, force majeure or any other relevant reason shall be recorded. The Hindrance Register shall be signed by the reps. of both MDL as well as Contractor. Executive in the rank of Chief Manager and above shall be the nodal executive of the User Department.
27. **Public Grievance Cell:** A public grievance cell headed by Shri R. R. Kumar, ED (EY) has been set up in the company. Members of public having complaints or grievances are advised to contact above Authorities on Wednesday between 10.00 hours and 12.30 hours in his office at 3rd Floor, West Block, Mazagon Dock Shipbuilders Ltd or send their complaints / grievances to him in writing for redressal. Telephone No. is 23762106(MDL).
28. **Working on MDL Holidays:** Intimation for working on Saturday / Sunday / holidays if required, should be submitted 2 working days prior to the date of holiday indicating names of personnel to Personnel Department and Security through concerned Department.
29. **Non-Disclosure Agreement:** Not Applicable
30. **Breach of Obligation:** In case of breach of any obligation mentioned under, the bidder shall be disqualified / debarred from the bidding process for a period of one year from the date of notification;
- Bidder has withdrawn / modified / amended / impaired / derogated from the tender during the period of bid validity.
  - Bidder fails or refuses to execute the contract upon notification of acceptance of bid by MDL during the period of bid validity.
31. **Inter Project Service Transfer (IPST):** MDL reserve the right to transfer services from PO placed for one project to another project OR within project (One yard to another) OR between Divisions OR Project to Yard or vice versa provided the services are identical in nature with same rates.
32. **Land Border:**
- This clause is applicable from a country which shares a land border with India" for the purpose of this Order means: -
    - An entity incorporated, established or registered in such a country; or
    - A subsidiary of an entity incorporated, established or registered in such a country; or
    - An entity substantially controlled through entities incorporated, established or registered in such a country; or
    - An entity whose beneficial owner is situated in such a country; or
    - An Indian (or other) agent of such an entity; or
    - A natural person who is a citizen of such a country; or
    - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
  - Bidders from a country sharing land border with India shall Mandatorily requires registration with registration Committee by the Department for promotion of Industry and Internal Trade (DPIIT). Registration shall not be applicable for the bidders from those country to which the Government of India has extended Line of credit or in which the government of India is engaged in development project.



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c) Bidder shall comply orders issued by ministry of Finance department of expenditure Vide OM 6/18/2019- PPD dated 23 July 2020 & 24 July 2020 and OM No F.7/10/2021/-PPD(1) dated 23.02.2023.

### 33. Right to Reject any or all Bids:

MDL reserves its right to accept or reject any or all Bids, abandon/ cancel the Tender process, and issue another tender for the same or similar Goods/Services at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

### 34. Cancellation of Procurement Process/ Rejection of All Bids/Re-tender: If competition is lacking, then in such cases lack of competition shall not be determined solely on the basis of the number of Bidders. Even when only one Bid is submitted, the process may be considered valid provided following conditions are satisfied:

- a) The procurement was satisfactorily advertised and sufficient time was given for submission of bids.
- b) The qualification criteria were not unduly restrictive; and
- c) Prices are reasonable in comparison to market values

The decision to cancel the procurement and reasons for such a decision shall be communicated to all bidders that participated in the procurement process. During Re-tendering, all participated bidders of earlier tender shall be informed.

### 35. Conflict of Interest among Bidders/ Agents: A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of MDL's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- (i) they have controlling partner (s) in common; or
- (ii) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- (iii) they have the same legal representative/agent for purposes of this bid; or
- (iv) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- (v) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
- (vi) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
  1. The principal manufacturer directly or through one Indian agent on his behalf; and
  2. Indian/foreign agent on behalf of only one principal.
- (vii) Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
- (viii) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business

**Note:** The undertaking by the bidders for above para (Conflict of Interest among Bidders/ Agents) shall be submitted/uploaded along with Part I bid.

### 36. Corrigendum to Tender Document: Before the deadline for submitting bids, MDL may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing a corrigendum. The corrigendum shall be published in the same manner as the original Tender Document. Without any liability or obligation, the Portal may send intimation of such corrigendum to bidders who have downloaded the document under their login. However, the bidders' responsibility is to check the website(s) for any corrigendum. Any corrigendum thus issued shall be considered a part of the Tender Document. To give reasonable time to the prospective bidders to take such corrigendum into account in preparing their bids, MDL may suitably extend the deadline for the bid submission, as



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necessary. After MDL makes such modifications, any Bidder who has submitted his bid in response to the original invitation shall have the opportunity to either withdraw his bid or re-submit his bid superseding the original bid within the extended time of submission.

**37. Contacting MDL during the evaluation:** If a Bidder needs to contact MDL for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically. Any effort by a Bidder to influence MDL during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be liable to be rejected as nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.

### **38. Cartel Formation/Pool Rates**

It is possible that sometimes a group of bidders quote the same rate against a tender. Such pool/cartel formation is against the basic principle of competitive bidding and defeats the very purpose of an open and competitive tendering system. Such and similar tactics to avoid/control true competition in a tender leading to "Appreciable Adverse Effect on Competition" (AAEC) have been declared as an offence under the Competition Act, 2002, as amended by the Competition (Amendment) Act, 2007. Such practices should be severely discouraged with strong measures. In case of evidence of cartel formation, detailed cost analysis may be done by associating experts if necessary. Besides, suitable administrative actions can be resorted to, such as rejecting the offers, reporting the matter to trade associations, the Competition Commission or NSIC, etc., and requesting them, inter-alia, to take suitable strong actions against such firms. New firms may also be encouraged to get themselves registered for the subject goods to break the monopolistic attitude of the firms forming a cartel. Changes in the mode of procurement (GTE instead of OTE) and packaging/slicing of the tendered quantity and items may also be tried. A warning clause may also be included in the bid documents to discourage the bidders from indulging in such practices. Purchaser may also debar the tenderers indulging in cartel formation/collusive bidding/bid rigging for a period of two years from participation in the tenders of the Purchaser.

### **39. Additional Instructions:**

- (a) Bidder shall abide to all tender terms & conditions including General Conditions of Contract (GCC).
- (b) The bidder shall also abide to all statutory requirements, Official Secret Act 1923, Security and Safety Rules as per references, which are part of this tender. If contractors' employees are not adhering to the health, safety and environment norms and the contractors not equipping their employees with suitable safety gears, will be viewed seriously. For non-adherence to above will be levied as per extant guidelines of Security and Safety Rules prevailing time to time, to the contractor without prejudice to other rights to enforce the safety requirements.
- (c) MDL shall not be bound by any printed conditions or provisions in the sellers bid forms or acknowledgement of contract, invoices, packing list and any other documents which purport to impose any conditions at variance with the tender terms / final negotiated & accepted terms.
- (d) In case of improper on-line filling or non-submission of Acceptance formats for Tender Enquiry Form (TEF), GCC, it shall be presumed that all our tender terms & conditions are acceptable to the bidder.
- (e) Wherever the clauses in tender document (Part A) are getting repeated in GCC, then in such cases bidders are requested to refer the clauses in the tender doc (Part A) and offer their comments/acceptance, accordingly.

### **40. E-Portal and E-Tender Guidance:**

- a) **Submission of bids against e-Tenders:** The bidder is required to quote online on the *e-Procurement* website [www.eprocuremdl.nic.in](http://www.eprocuremdl.nic.in) by the deadline, by submitting the Techno-commercial Bid & Price Bid in Electronic format only. The prices/quotes & a few declarations shall have to be entered/uploaded by the bidder online in the Tender's entry forms & other bid documents' scanned/soft copies shall have to be uploaded as part of the bid. All bids should be digitally signed using DSC (as explained below).
- b) To participate in e-Tender (s), every bidder must register themselves on the ASP's website (*registration is free of cost*) & must possess a legally valid Class-IIB or above Digital Signature Certificate (DSC) as per IT Act-2000, using which they can sign their electronic bids. The DSC can be procured from any Certifying Authority (CA) authorized by Controller of Certifying Authorities (CCA) of Govt. of India.
- c) National Informatics Centre (NIC) have been appointed by MDL as the Application Service Provider (ASP).



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- d) Online User Manual is available on the website for the guidance of users & for participating in the e-Procurement/ e-Tendering, the bidder must ensure having the requisite (IT) infrastructure at their office premises.
- e) For any further details of e tendering & digital signatures, please contact 0120- 4200462, 0120-4001002, 8826246593, eproc-support@gov.in.
- f) Problems in hardware/software, internet connectivity, system configurations, Browser setting etc., for whatsoever reason shall not be considered for extension of tender closing date and time.
- g) MDL will not be responsible for an error in downloading of tender documents from web by the bidders. The version appearing on MDL website will be considered final and authentic.

41. **Contact Details for Queries: All bidders are requested to get their queries, if any, clarified in advance (i.e. 7 days in advance to tender closing date) to avoid last minute delay.** In case of any clarifications regarding tender, bidders are requested to contact the following executives.

Department	Name of Executives	Contact No	Email
Technical	Mr. Vijay Bhadola, AM (D- L & Wn)	+91 22 23763385	vbhadola@mazdock.com
	Ms. Annamma Anil DGM (D- L&Wn)	+91 22 23763050	aanil@mazdock.com
Commercial	Mr. Sourabh Halder AM(C-P15B)	+91 22 23762761	shalder@mazdock.com
	Mr. P. D. Dabhade DGM/PE(C-P15B)	+91 22 23762722	pddabhade@mazdcok.com

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

Yours faithfully,

**For MAZAGON DOCK SHIPBUILDERS  
LIMITED**

Sourabh Halder  
Deputy Manager (C-P15B)

### **Section III - General Conditions of Contract (GCC) for Goods and Services**

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





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The word 'Bidder' (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any legal entity such as firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies/ Consortium/ Joint Venture etc. participating in a procurement process.

The word 'Owner' means the person or authority with whom Mazagon Dock Shipbuilders 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.

### **1. Tenets of Interpretation (Applicable for Goods and Services):**

Unless where the context requires otherwise, throughout the contract:

- (i) The heading of these conditions shall not affect the interpretation or construction thereof.
- (ii) Writing or written includes matter either whole or in part, in digital communications, manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal or digitally acceptable authentication, as the case may be.
- (iii) Words in the singular include the plural and vice-versa.
- (iv) Words importing the masculine gender shall be taken to include other genders, and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
- (v) Terms and expression not herein defined shall have the meanings assigned to them in the contract Act, 1872 (as amended) or the Sale of Goods Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended) or of INCOTERMS, (current edition published by the International Chamber of Commerce, Paris) as the case may be.
- (vi) Any reference to 'Goods' shall be deemed to include the incidental Works/ Services also.
- (vii) Any generic reference to GCC shall also imply a reference to TEF as well.
- (viii) In case of conflict, provisions of TEF shall prevail over those in GCC.
- (ix) Any reference to 'Contract' shall be deemed to include all other documents (inter-alia GCC, TEF).
- (x) Any reference to any legal Act, Government Policies or orders shall be deemed to include all amendments to such instruments, from time to time, till date.
- (xi) Fall Clause shall be expressly applicable in the case of Rate Contract.

### **2. Language of Contract (Applicable for Goods and Services):**

Unless otherwise stipulated in TEF, the contract shall be written in the Official Language or English. All correspondence and other contract documents, which the parties exchange, shall also be written/ translated accordingly in that language. For purposes of interpretation of the contract, the English documents/ translation shall prevail.

### **3. Governing Laws and Jurisdiction (Applicable for Goods and Services):**

#### **3.1 Governing Laws and Jurisdiction:**

- (i) This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.
- (ii) Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Purchase Order/Contract/Letter of Intent has been issued. The courts of such a place shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

#### **3.2 Changes in Laws and Regulations**

Unless otherwise stipulated in the contract, if after the last deadline for the bid submission (Techno-commercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the contractor has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.



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4. **Confidentiality, Secrecy and IPR Rights** (Applicable for Goods and Services):
- (i) **IPR Rights:** All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the contractor under this Contract shall become and remain the property of MDL and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without MDL's prior written consent. The contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to MDL, together with a detailed inventory thereof. The contractor may retain a copy of such documents and software but shall not use it for any commercial purpose.
  - (ii) **Confidentiality:** All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of MDL to the contractor, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of MDL and shall not, without the prior written consent of MDL neither be divulged by the contractor to any third party, nor be used by him for any purpose other than the design, procurement, or other services and work required for the performance of this Contract. If advised by MDL, all copies of all such information in original shall be returned on completion of the contractor's performance and obligations under this contract.
  - (iii) **Secrecy:** If the Contract declares the subject matter of this Contract as coming under the Official Secrets Act, 1923 or if the contract is marked as "Secret", the contractor shall take all reasonable steps necessary to ensure that all persons employed in any connection with the contract, have acknowledged their responsibilities and penalties for violations under the Official Secrets Act and any regulations framed thereunder.
  - (iv) **Obligations of the contractor:**
    - a) Without MDL's prior written consent, the contractor shall not use the information mentioned above except for the sole purpose of performing this contract.
    - b) The contractor shall treat and mark all information as confidential (or Secret – as the case may) and shall not, without the written consent of MDL, divulge to any person other than the person(s) employed by the contractor in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract.
    - c) Notwithstanding the above, the contractor may furnish to its holding company or its Subcontractor(s) such documents, data, and other information it receives from MDL to the extent required for performing the contract. In this event, the contractor shall obtain from such holding company/ Subcontractor(s) an undertaking of confidentiality (or secrecy – as the case may be) similar to that imposed on the contractor under the above clauses.
    - d) The obligation of the contractor under sub-clauses above, however, shall not apply to information that:
      - (i) the contractor needs to share with the institution(s) participating in the financing of the contract;
      - (ii) now or hereafter is or enters the public domain through no fault of Contractor;
      - (iii) can be proven to have been possessed by the contractor at the time of disclosure and which was not previously obtained, directly or indirectly, from MDL; or
      - (iv) otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality.
    - e) The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the contractor before the date of the contract in respect of the contract/ the Tender Document or any part thereof.
    - f) The provisions of this clause shall survive completion or termination for whatever reason of the contract.
5. **Permits, Approvals and Licenses** (Applicable for Goods and Services):  
Whenever the supply of Goods and incidental Works/ Services requires that the contractor obtain permits, approvals, and licenses from local public authorities, it shall be the contractor's sole responsibility to obtain these and keep these current and valid. Such requirements may include



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but not be restricted to export licence or environmental clearance if required. If requested by the contractor, MDL shall make its best effort to assist the contractor in complying with such requirements in a timely and expeditious manner, without any dilution of the Contractor's responsibility in this regard.

### 6. **Transfer of Title of Goods** (Applicable for Goods):

- (i) Unless otherwise stated in the contract, notwithstanding any inspection and approval by the Inspecting Officer on the contractor's premises, or any payments made to the contractor, property in the Goods (and resultant rights and liabilities) shall not pass on to MDL until the Goods have been received, inspected, and accepted by the consignee. The Goods and every constituent part thereof, whether in the possession or control of the contractor, his agents or servants or a carrier, or the joint possession of the contractor, his agents or servants and MDL, his agents, or servants, shall remain in every respect at the risk of the contractor, until their actual delivery to a person stipulated in the contract as the interim consignee for despatch to the consignee. The Contractor shall be responsible for all loss, destruction, damage, or deterioration of or to the Goods from any cause whatsoever while the Goods after approval by the Inspecting Officer are awaiting despatch or delivery or are in the course of transit from the contractor to the consignee or, as the case may be, interim consignee. The Contractor shall alone be entitled and responsible for making claims against any carrier in respect of non-delivery, short delivery, mis-delivery, loss, destruction, damage, or deterioration of the Goods entrusted to such carrier by the contractor for transmission to the consignee or the interim consignee as the case may be.
- (ii) Provided that where, under the terms of the contract, the Goods are required to be delivered to an interim consignee for despatch to the consignee, the Goods shall be at MDL's risk after their delivery to the interim consignee.

### 7. **Extension of Delivery Period** (Applicable for Goods):

- (i) If at any time during the currency of the contract, the contractor encounters conditions hindering timely delivery of the Goods and performance of incidental Works/ Services, he shall promptly inform MDL in writing about the same and its likely duration. He must make a request to MDL for an extension of the delivery schedule. On receiving the contractor's communication, MDL shall examine the situation and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages and with and without denial clause by issuing an amendment to the contract.
- (ii) **Conditions for Extension of Delivery Period:** When the period of delivery is extended due to unexcused delay by the contractor, the amendment extending the delivery period shall, inter alia, be subject to the following conditions:
  - a. **Liquidated Damages:** MDL shall recover from the contractor, under the provisions of this clause, liquidated damages on the Goods and incidental Works/ Services, which the contractor has failed to deliver within the delivery period stipulated in the contract.
  - b. **Denial Clause:**
    - (i) No increases in price on account of any statutory increase in or fresh Imposition of GST, customs duty or on account of any other taxes/ duty/ cess/ levy), leviable in respect of the Goods and incidental Works/ Services stipulated in the said contract which takes place after the original delivery date, shall be admissible on such of the said Goods, as are delivered after the said date; and
    - (ii) Notwithstanding any stipulation in the contract for an increase in price on any other ground, including price variation clause or foreign exchange rate variation, or any other variation clause, no such increase after the original delivery date shall be admissible on such goods delivered after the said date.
    - (iii) Nevertheless, MDL shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, customs duty or on account of any other Tax or duty or any other ground as stipulated in the price variation clause or foreign exchange rate variation or any other variation clause which takes place after the expiry of the original delivery date.
- (iii) **Liquidated damages**



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If the contractor fails to deliver any or all of the Goods or fails to perform the incidental Works/ Services (e.g. installation, commissioning or operator training) within the time frame(s) incorporated in the contract, MDL shall, without prejudice to other rights and remedies available to MDL under the contract, deduct from the contract price, as agreed liquidated damages, but not as a penalty, a sum equivalent to the 0.5 % percent (excluding taxes) of the delivered price of the delayed Goods and/ or incidental Works/ Services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 5% of the delayed Goods' or incidental Works/ Services' contract price(s). Besides liquidated damages during such a delay, the denial clause shall also apply. Any failure or delay by any sub-contractor, though their employment may have been sanctioned shall not be admitted as a ground for any extension of time or for exempting the contractor from liability for any such loss or damage as aforesaid.

### 8. Defaults, Breaches & Termination of Contract (Applicable for Goods and Services):

- (i) Termination due to Breach, Default, and Insolvency
  - a. **Defaults and Breach of Contract:** In case the contractor undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects MDL's rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults could include inter-alia:
    - (i) **Default in Performance and Obligations:** If the contractor fails to deliver any or all of the Goods or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by MDL.
    - (ii) **Insolvency:** If the contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
    - (iii) **Liquidation:** if the contractor is a company being wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager.
  - b. **Notice for Default:** As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the contractor, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies.
  - c. **Terminations for Default:**
    - (i) **Notice for Termination for Default:** In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per sub-clause above, MDL if so decided, shall by written Notice of Termination for Default sent to the contractor, terminate the contract in whole or in part, without compensation to the contractor.
    - (ii) Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to MDL after that.
    - (iii) Unless otherwise instructed by MDL, the contractor shall continue to perform the contract to the extent not terminated. All warranty obligations, if any, shall continue to survive despite the termination.
  - d. **Contractual Remedies for Breaches/Defaults or Termination for Default:** If there is an unsatisfactory resolution within this period, MDL shall take one; or more of the following contractual remedies.
    - (i) Temporary withhold payments due to the contractor till recoveries due to invocation of other contractual remedies are complete.





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- (ii) Call back any loaned property or advances of payment, if any, with the levy of interest at the prevailing rate (MIBID - Mumbai Interbank Bid Rate).
- (iii) Recover liquidated damages and invoke denial clause for delays.
- (iv) Encash and/ or Forfeit performance or other contractual securities.
- (v) Prefer claims against insurances, if any.
- (vi) Terminate contract for default, fully or partially including its right for Risk-and-Cost Procurement as per following sub-clause.
- (vii) **Risk and Cost Procurement:** In addition to termination for default, MDL shall be entitled, and it shall be lawful on his part, to procure Goods same to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the contractor. Such 'Risk and Cost Procurement' must be contracted within one year from the breach of Contract. The Contractor shall be liable for any loss which MDL may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of MDL. It shall not be necessary for MDL to notify the contractor of such procurement. It shall, however, be at the discretion of MDL to collect or not the security deposit from the firm/ firms on whom the contract is placed at the risk and cost of the defaulted firm.  
Note: Regarding the Goods which are not readily available in the market and where procurement difficulties are experienced, the period for making risk procurement shall be nine months instead of six months provided above.
- (viii) Initiate proceedings in a court of law for the transgression of the law, tort, and loss, not addressable by the above means.

**9. Closure of Contract** (Applicable for Goods and Services):

The contract shall stand closed upon successful performance of all obligations by the firm, including completion of warrantee obligations and final payment. If no claim is received within 03 years from last supplies/services, then no claim shall be entertained thereafter.

**10. General** (Applicable for Goods and Services)

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 GCC.

**11. Communication and language for documentation** (Applicable for Goods and Services)

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 and all documentation shall be same, which the Purchaser has used, in the tender enquiry.

**12. Preservation and maintenance:** (Applicable for Goods)

Should any material require any preservation till its final installation/fitment, the detailed procedure (Long term and 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. 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.

**13. Freight and insurance.** (Applicable for Goods)

**For Indigenous Bidders.** Bidder shall quote for 'Door Delivery to Purchaser,' all charges towards door delivery viz. transport, Insurance charges etc. shall be borne by the Bidder / Supplier / Contractor.

**For Foreign Bidders:** For overseas bidders, bidder shall agree for supplying the goods on CIP, Incoterm basis. 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





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as Freight Paid, Insurance policy/document, number of packages, value of consignment, invoice number etc. as per contractual terms.

14. **Demurrage (Applicable for Goods):** Storage, and Demurrage, fines etc. charges will be payable by the Bidder / Supplier / Contractor for all shipments in case of improper documentation, wrong declarations, error in weight measurements, packing list, invoice, late receipt of documents etc. i.e. for reasons which are not attributable to the purchaser.
15. **Cancellation of tender (Applicable for Goods and Services)**  
The Purchaser reserves the right to cancel/withdraw the tender in toto or part and or award the contract / order in full or part 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.
16. **Facility provision (Applicable only for Services)**  
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.
17. **Purchaser's property. (Applicable for Goods and Services)**  
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.  
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.
18. **Risk purchase (Applicable for Goods and Services)**  
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 (Benchmark Prime Lending Rate (BPLR) by SBI) of interest.  
The Purchaser shall also be at liberty to purchase, manufacture or supply from stock as it deems fit, other articles of the same 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.
19. **Recovery-adjustment provisions: (Applicable for Goods and Services)**  
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.



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20. **Indemnification** (Applicable for Goods and Services):  
The Bidder / Supplier / Contractor, his employees, licences, agents or Sub-Supplier / Sub-contractor, 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.
21. **Transfer of suppliers / contractor's rights:** (Applicable for Goods and Services)  
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.
22. **Subcontract and right of purchaser** (Applicable for Goods and Services)  
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.
23. **Patent rights** (Applicable for Goods and Services)  
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.
24. **Agents/Agency Commission** :(Applicable for Goods and Services)  
The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor/stockiest of original manufacturer of the goods 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.
25. **Use of undue influence / corrupt practices** :(Applicable for Goods and Services) The Bidder / Supplier / Contractor undertakes that he has not used corrupt practices or used any undue influence which is not admissible as per Indian law to obtain contract/order or in doing any business with the purchaser.  
If found that Bidder / Supplier / Contractor is involved in such wrong practices, then Purchaser is entitled 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



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but not limited to imposition of penal damages, forfeiture of Performance security, encashment of the Bank Guarantee and refund of the amounts paid by the Purchaser.

26. **Immunity of Government of India clause:** (Applicable for Goods and Services)  
It is expressly understood and agreed by and between M/s. (Bidder / Supplier / Contractor) and Mazagon Dock Shipbuilders 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.
27. **Export licence** (Applicable for Goods and Services): 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 and cost implications on the Purchaser.
28. **Banned or de-listed contractors / suppliers.** (Applicable for Goods and Services)  
The Bidder / Supplier / Contractor 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'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.
29. **Duty of personnel of supplier/contractor** (Applicable for Goods and Services)  
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.
30. **Dispute resolution mechanism and arbitration** (Applicable for Goods and Services)  
**(a) 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 at HoS/HoD level.  
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.  
**(b) Arbitration** (Applicable for Goods and Services)



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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 and 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.

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.

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

**31. Jurisdiction of courts (Applicable for Goods and Services)**

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.

**32. Contract labour (regulation and abolition) act 1970 (Applicable for Services)**

Contractor / Bidder shall obtain licence under Section 12 and 13 of the Contract Labour (Regulation and Abolition) Act, 1970 and rules made there under and the same should be kept valid at least until the expiry of contract with Purchaser. The registration and Licence under the Contract Labour (Regulation and Abolition) Act 1970 shall be renewed in time every year and if work continues for more than a year, a copy of the Licence is produced as and when demanded by the concerned authorities of Purchaser.

The Contractor / Bidder shall carryout his obligations and duties under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules framed there under.

In the event any employee/s of Contractor / Bidder is advised by the concerned Department to deploy their employees for job during weekly-off, Sundays and holidays, the Contractor / Bidder must inform through Concerned Department the name/s of the employee/s in the prescribed format to CISF / Security and to the concerned Divisional Personnel by mentioning specifically 'Compensatory - Off', before 3 days from the date actual payment.

**33. Minimum wages act (Applicable for Services)**

The Contractor / Bidder shall pay to his employees not less than the minimum wages and allowances applicable to the Engineering Industry as notified from time to time by the Central Government or the State Government whichever is higher under the Minimum Wages Act. Contractor / Bidder shall be responsible for timely payment of wages of all his employees engaged in the Purchaser's Yard, not less than the prescribed minimum wages in each case and without any deductions of any kind, except as specified by Government or permissible under the Payment of Wages Act.

The Contractor / Bidder must settle all the pending dues of the employees i.e. arrears of wages, proportionate leave wages, proportionate bonus payment, etc.

Before winding up the site, the Contractor / Bidder shall pay all terminal dues to his employees such as Notice pay, Gratuity, Retrenchment compensation, etc.

**34. Bonus Act (Applicable for Services)**

The Contractor / Bidder shall pay to his eligible employees a Statutory Bonus as per 'Payment of Bonus Act' at the rate prescribed by the Statutory Authorities from time to time.

**35. Factories Act (Applicable for Services)**

The Contractor / Bidder shall observe all applicable Rules and Regulations stipulated under Factories Act applicable to contract labour.

The Contractor / Bidder shall maintain a separate register prescribed under the Act and pay Privilege Leave wages to all eligible employees.





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On completion of execution of the contract and before winding up, the Contractor / Bidder shall pay proportionate Privilege Leave wages to all eligible employees.

**36. Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (Applicable for Services)**  
The Contractor / Bidder, where applicable, shall cover his employees deployed in the Purchaser's Yard

i. under the Employees' Provident Funds and Miscellaneous Act, 1952,  
ii. under the Family Pension Scheme, and  
iii. under the Employees' Deposit Linked Insurance Scheme and pay the contributions both in respect of his employees and his own. He shall submit all the necessary returns and other particulars periodically as prescribed under the said Act. Contractor / Bidder shall cover from the first day working all his contract labour on MDL jobs by filling requisite returns to concerned Statutory authorities and obtaining Code Numbers / Account Numbers. Contractor / Bidder shall remit employees' and employers' contributions directly to the concerned authorities along with Inspection and Administrative Charges as per relevant provisions of the concerned Acts and Schemes made there under within 15 days from the close of every month. The Contractor / Bidder must submit copies of P. F. dues payment challans, copy of Form No. 12 (A), copy of form No. 6 (A) (Annually) and copies of Muster Roll of their workmen every month to Corporate Personnel Department before renewal of passes for entry into the yard. The Contractor / Bidder must also attend to P. F. Inspections by concerned authorities and submit copy of the Inspection Report.

The Contractor / Bidder through his own P. F. code number shall fill in P. F. / Pension settlement forms of all the employees engaged in Purchaser's Yard, well in advance of last working day and forwards the said settlement forms to the respective P. F. Commissioner's office for settlement. Contractors who are yet to obtain PF code shall apply for Code nos to PF Commissioners Office and furnish copies of the same to Corporate Personnel Department. Purchaser shall recover PF dues from the contractors running bills till such time the PF Code no is obtained.

The Contractor / Bidder may contact Corporate Personnel Department for the purpose to seek any / all clarification / necessary advice for completion of procedural work such as filling labour challans, E. S. I., P. F. - declaration forms, covering their labour under Group Insurance Policy, etc. An Administrative charge @ Rs. 10/- per employee per month for such consultancy will be recovered from all the contractors from the bills of the respective contracts

**37. Employees' State Insurance Act (Applicable for Services)**

The Contractor / Bidder should also cover all the eligible contract labourers working on MDL jobs, under the Employees' State Insurance Act and Scheme by furnishing necessary returns to appropriate authority and pay both employees' and employers' contributions in respect of these employees to the concerned authorities within 20 days from the close of every month. The contractor shall produce copy of R. D. F. duly acknowledged by ESI local office for confirmation that the workmen are covered under ESI Act and Scheme.

Contractor / Bidder should produce proof of such remittances to Corporate Personnel Department of MDL along with full details of contributions etc. within 25 days from the close of month. He shall also give an undertaking that he will not engage any one on our work who is not duly covered under the said Act and Scheme. The contract employees who are out of coverage of ESI Act and Scheme should be covered under Group Insurance Policy linked with workman compensation Act. Those Bidders / contractors do not have their ESI Code No.; they should submit documentary evidence of application for obtaining ESI Code no to Corporate Personnel Department.

**38. Safety:(Applicable for Goods & Services)**

The Contractor / Bidder must observe all safety precautions in connection with the work to be performed by him, his agents or labourers. In the event of any accident happening in our yard resulting in loss of lives or otherwise damaging any part of the property, the contractor shall be required to make good the loss to the Company and shall be responsible for all consequences that follow from the loss and / or injuries to the persons involved in such accidents. The standard of safety to be observed in the Company shall be decided by the Executive-in-Charge Safety, or any Executive appointed for the purpose before the commencement of work in the yard. It will be essential for contractor to ascertain the standard precautions which contractor is required to observe





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in discharging his work as per the standards prevalent in MDL. The decision of MDL in matters concerning Safety shall be final and binding on the contractor.

The Contractor / Bidder shall be required to provide his workmen with Boiler Suits of any suitable colour other than blue or white, with the Name of the Contractor in prominent letters on the boiler suits along with personal protection gears like safety shoes, hand gloves etc. workmen of the Contractor / Bidder must wear throughout their working while in the premises of MDL. Contractor's workmen working without safety gears are to be disallowed for work.

**39. Police verification of employees** (Applicable for Services)

Contractor / Bidder shall have to produce and submit to the Chief Security Executive of Purchaser, verification through Mumbai Police of Character and Antecedents of their employees / workers for while working on ships under construction in Purchaser's Yards, for working onboard ships under modernisation / refit / repairs at Mumbai ports / Naval Dockyard. Entry passes will not be issued in the absence of Police Verification Report and employees without Police Verification shall not be employed by them in Purchaser's Yard / Mumbai ports / Naval Dockyard and any lapse on the part of Contractor / Bidder shall be viewed seriously as per applicable laws of the land. Employment of any Foreign National during the contract period would be permitted with prior permission of Purchaser.

**40. Force Majeure.** (Applicable for Goods and Services)

If at any time during the execution of the goods / service order, the performance in whole or in part by either Purchaser or and by the Bidder(s) / Supplier(s) / Contractor(s) is / are delayed by any reason of force majeure situations such as acts of civil war, civil commotion, sabotage, hostilities, war, fires, explosions, epidemics, natural calamities like floods, earthquakes, volcanoes, storms, acts of God and laws of respective governments or any other causes beyond the control of either parties, hereinafter referred to as "events", provided notice of the occurrence of such event/s is / are communicated by either party, to the other party within 21 days from the date of occurrence thereof, neither party shall by reason such events be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance and or delay in performance of the contract / order. Executions on either side shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of Purchaser as to whether activities can resume or not, shall be conclusive and final. Occurrence of the events to be certified by Chamber of Commerce / Indian High Commission or Embassies / Government in that Country.

The performance in whole or in part under the captioned tender / contract is prevented or delayed by reason of any such event for a period exceeding sixty days either party may at its option terminate the contract / further processing of the tender. The relative obligations of both the parties remain suspended during the actual period of force majeure.

The Purchaser may extend the delivery schedule as mutually agreed, on receipt of written communication from the Bidder / Supplier / Contractor 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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### Section IV - SoR / TSP / Scope of Work

Scope of Supply for Modification of Additional Lights for Oblique Approaches to NVG  
Compatible Helicopter Deck Lighting and Landing Aids Suite (HVLAS)  
(Enclosure to IHQ DND fax CD/15B 622 dated 30 March21)

#### 1. Scope of Supply of Oblique Approaches

a) The requirement for Port and Starboard Oblique Approaches for 04 ships is comprising of :-

Sr No.	Description	Qty.per ship	Beam width	Colour
(i)	Line up lights	08	25	AMBER
(ii)	Center Line up lights	01	120	AMBER
(iii)	Extended Line up Lights	04	120	AMBER
(iv)	Modification to the system to meet the requirement	1 AU	---	---
(v)	Installation material including JB's (for Center Lineup Light also), Cable for these lights(250 mtrs approx.), Equipment Cable glands, etc	1 Set	---	---

b) Services of Engineers :- Services for modification to the system installed onboard (MDL) ship.

#### 2. Algorithm for the central line up light :-

The centre line up light shall be common to all the axis. To cater for all approaches, the light shall have different horizontal arc of visibility as specified against the lights. Additionally the light shall be common to all the groups and shall switch on with any of the above group. The brilliancy of the central line up light would be the same as the other lights of the group, with which it has been switched on irrespective of the settings/group at which it was switched off. In case of multiple groups being switched on together the light shall have the same brilliancy/dimming setting as the highest in groups switched on.

#### 3. Grouping :-

The line-up lights and extended line up lights shall be grouped together and be operable together only. The groups/circuits shall conform with the helicopter approach axis the lights cater to.






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4. **Grouping example** .- Astern Line up and extended line up lights shall be under the "Astern Approach Line Up" group/circuit and shall have a single switch and knob for dimming control. Similarly, 'Port Oblique' and 'Starboard Oblique' lights shall be operated together. The group shall be selectable with a Single Switch/Touch Panel selection. Single or Multiple groups together shall be selectable by the user for operation.

5) **Inspection Agency**- Receipt inspection MDL and WOT

6) **Warranty** - 12 months from date of supply.

7) **Extension of Warranty**: Supplier shall mandatorily indicate, in their offer, the annual rate for extended warranty period for one year in the event of expiry of warranty period.

		
Vijay Bhadola AM(D-L&Wn)	Sandeep Shinde CM(D-L&Wn)	P K Modak DGM/HOS(D-L)



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### Section V - Annexure / Format

#### **Performance Security (PS) Bank Guarantee Format**

(ILLUSTRATIVE FORMAT)

(On Non-Judicial stamp paper of value Rs. 500/-. 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 Performance Security payable under the said order for the fulfillment and performance of the said order, We, ..... Bank having office at ..... (hereinafter referred to as "the Bank" which expression shall includes 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% (10% in case of Capital Procurement) 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-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 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 defences 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 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





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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 + 60 days 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")



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Standard Bidding Document (SBD)**

**RTGS Format  
(ILLUSTRATIVE FORMAT)**

**1. Supplier's / Vendor's Name:**

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**2. Supplier's / Vendor's Name as per Bank Records:**

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**3A. Supplier's Code**

--	--	--	--	--

**3B. Supplier's PAN Number: #**

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

# Quoting PAN No. in all the e-returns has become 100% mandatory w.e.f. 14-02-2008 hence, ensure to fill- up this and also send a photocopy of PAN duly self-attested. If there is any difference between the name given in the supplier's name and name given in the PAN card, then a note to explain the reason for the difference and the correlation between both.

**4. Supplier's / Vendor's Complete Postal Address:**

Door No.																								Street:																																														
Location :																									District :																																													
City:																									State																							PIN																						

**5. Supplier's / Vendor's E-mail ID:**

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**6. Supplier's / Vendor's Telephone Number & Mobile Phone Number:**

																									M																						
--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	---	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**7. Name of the Bank:**

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**8. Bank (Branch) Postal Address:**

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**9. RTGS\*/NEFT\*\* - Code of the Branch:**

RTGS:																							
NEFT:																							

RTGS\* - "Real Time Gross Settlement", NEFT\*\* - "National Electronic Fund Transfer".

These "IFSC" Codes are unique numbers of each Branch – "Indian Financial Services Code". For some Branches both the codes are the same and some Banks, may maintain one Code No. for RTGS and another Code No. for NEFT. Hence, please fill-up both the rows, even if it is the same.

**10. Nature of the Account: (Tick whichever is applicable & put 'x' mark for the balance two accounts)**

Saving Bank Account:		Cash Credit Account:		Current Account:	
----------------------	--	----------------------	--	------------------	--

**11. Bank Account Number of the Supplier: ©**

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

© Fill up from the 1<sup>st</sup> column. For the balance left out blank columns, please mention 'x' mark.

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

**Date:**                                **Supplier's Seal:**                                **Authorized Signature of the Supplier:**



**Mazagon Dock Shipbuilders Limited, Mumbai  
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**Certified that the particulars as per Serial Numbers 2, 7 to 11 are correct as per our records.**

**Date:  
Bank.**

**Bank's Stamp**

**Authorized Signature of the Officer of the**

**Note:** Based on the Illustrative Format as above, the concerned Dealing Officer / HOD(C) may formulate / design the required forms / documents / tender enquiries / registers / STACS / proformas to suit to the requirements on case to case basis in line with the corresponding articles in Purchase Manual Volume-I.



**Mazagon Dock Shipbuilders Limited, Mumbai  
Standard Bidding Document (SBD)**

**Details for Remittance towards EMD/PS**

1. **MDL'S BANK ACCOUNT DETAILS:**

NAME OF BANK A/C HOLDER: **MAZAGON DOCK SHIPBUILDERS LTD**

BANK AND BRANCH : **STATE BANK OF INDIA, COMMERCIAL BRANCH, FORT,  
MUMBAI-400023**

TYPE OF ACCOUNT : **CURRENT**

BANK ACCOUNT NO : **11079519138**

IFSC CODE : **SBIN0006070**

SWIFT CODE : **SBININBB101**

2. **DETAILS OF REMITTANCE TO MDL'S BANK ACCOUNT:**

(To be filled in by the vendors/firms making remittance of funds in MDL'S Bank Account)

Date of Remittance	Name of Firm	Vendor Code	MDL tender/ PO. Ref No.	Nature of Remittance viz. EMD/PS etc.	Amount Remitted ( )

**Signature of Vendor/Representative**

3. **SAP Parked Document No:** \_\_\_\_\_ **Date:** \_\_\_\_\_

(To be filled in by MDL's Commercial Executive)

*Sr. No.2 and 3 above will be filled in by the Vendor and MDL commercial Executive respectively and the form forwarded to Treasury Section for posting of SAP Document to the respective Bank Account*





## **Mazagon Dock Shipbuilders Limited, Mumbai Standard Bidding Document (SBD)**

### **Official Secret Act 1923 (ILLUSTRATIVE FORMAT)**

#### **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 per unlawfully -

- a) approaches, inspects, passes over or is in the vicinity of any clear place; or
- b) 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 person 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



## Mazagon Dock Shipbuilders Limited, Mumbai Standard Bidding Document (SBD)

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.

**Note:** Based on the Illustrative Format as above, the concerned Dealing Officer / HOD(C) may formulate / design the required forms / documents / tender enquiries / registers / STACS / proformas to suit to the requirements on case to case basis in line with the corresponding articles in Purchase Manual Volume-I.



**Mazagon Dock Shipbuilders Limited, Mumbai  
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**Format for Compliance Certificate w.r.t. Land Border Clause**

**Declaration of Compliance of Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017**

This declaration must form part of all tenders & it contains general information and serves as a declaration form for all bidders. (Before completing this declaration, bidders must study the General Conditions, Definitions, Govt Directives applicable in respect of Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 and OM No F.7/10/2021/-PPD(1) dated 23.02.2023 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 & prescribed tender conditions).

**DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM**

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as  
.....  
of M/s .....(name of bidder entity), that:

- 1) The facts contained herein are within my own personal knowledge.
- 2) I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 and OM No F.7/10/2021/-PPD(1) dated 23.02.2023 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order
- 3) I certify that M/s .....(name of bidder entity) **is not from such a country or, is from such a country** (strike out whichever is not applicable). I hereby certify that this SUPPLIER fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached]
- 4) I understand that the submission of incorrect data and / or if certificate / declaration given by M/s .....(name of bidder entity) is found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 12 of the Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

**AUTHORISED SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**Seal / Stamp of Bidder**



## Mazagon Dock Shipbuilders Limited, Mumbai Standard Bidding Document (SBD)

APPENDIX - 13

### LETTER OF CREDIT FORMAT FOR SHIPMENT BY SEA / AIR

(ILLUSTRATIVE FORMAT)

40A	Form of Documentary Credit Type	:	IRREVOCABLE
20	Transaction Reference Number Documentary Credit Number	:	
31C	Date of Issue	:	
31D	Date and Place of Expiry	:	
	Place	:	NEGOTIATING BANK
51A	Applicant Bank BIC	:	BANKERS OF MDL,MUMBAI
50	Applicant Name & Address	:	MAZAGON DOCK SHIPBUILDERS LTD. DOCKYARD ROAD,MAZAGON,\MUMBAI – 400 010
59	Beneficiary Name & Address	:	
32B	Currency Code, Amount	:	
	Currency	:	
	Amount	:	
39A	Percentage Credit Amount Tolerance Tolerance 1	:	
	Tolerance 2	:	
41D	Available with ...By.... Name & Address	:	
42C	Draft at .... Narrative	:	SIGHT/NEGOTIATION
42D	Drawee Name & Address	:	BANKERS OF MDL,MUMBAI
43P	Partial Shipments Narrative	:	ALLOWED/NOT ALLOWED
43T	Transshipment Narrative	:	ALLOWED/NOT ALLOWED
44A	Loading on Board / Dispatch Narrative	:	AIRPORT / SEAPORT (AS PER TENDER ENQUIRY/ORDER)
44B	For Transportation to Narrative	:	AIRPORT / SEAPORT (AS PER TENDER ENQUIRY/ORDER)
44C	Latest Date of Shipment Date	:	
46A	Documents required Narrative	:	(AS PER TENDER ENQUIRY)
47A	Additional conditions Narrative.	:	1. ALL DOCUMENTS SHOULD BE MARKED WITH IEC CODE NO.0388070412, LC NO. AND DATE AND IMPORT UNDER NON-NEGATIVE LIST OF IMPORT EXPORT. POLICY AM 2. DISCREPANT DOCUMENTS TO BE SENT STRICTLY ON COLLECTION BASIS.
71B	Details of charges Narrative	:	ALL FOREIGN BANK CHARGES OUTSIDE INDIA ARE FOR THE BENEFICIARY'S ACCOUNT.
48	Period for presentation Narrative	:	WITHIN ----- DAYS FROM THE DATE OF BILL OF LADING /AIRWAY BILL.
49	Confirmation instructions Instruction	:	WITHOUT





## Mazagon Dock Shipbuilders Limited, Mumbai Standard Bidding Document (SBD)

53D	Reimbursing Bank Name & Address	:	BANKERS OF MDL WILL SPECIFY
78	Instructions to the Paying/ Accepting Bank Narrative	:	BANKERS OF MDL WILL SPECIFY
72	Sender to Receiver Information Narrative	:	BANKERS OF MDL WILL SPECIFY

**Note:** Based on the Illustrative Format as above, the concerned Dealing Officer / HOD(C) may formulate / design the required forms / documents / tender enquiries / registers / GCC / proformas to suit to the requirements on case to case basis in line with the corresponding articles in Purchase Manual Volume-I.



## Mazagon Dock Shipbuilders Limited, Mumbai Standard Bidding Document (SBD)

APPENDIX – 24

### SAMPLE FORMAT OF SHIPPING INSTRUCTIONS

(ILLUSTRATIVE FORMAT)

#### **MODE OF DESPATCH**

1. The goods may be despatched by sea or if more uneconomical by parcel post.  
**SPECIMEN SHIPPING CLAUSE FOR LINER CARGOES.**

#### **2.1 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.

#### **2.2. 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 this 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 : TRANSHART, NEW DELHI. Telex : VAHAN ND - 2312,2448 and 3104. )

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

**SHIPPERS** : THE GOVERNMENT OF INDIA

**CONSIGNEE** : Government Department, Undertaking or Project concerned or Director of Supplies & Disposals / Embarkation Commandant (as specified in the tender)

(The name and address of the Post consignee and ultimate consignee should be indicated)

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

#### **5. PARCEL POST METHOD OF DESPATCH TO INDIA**

- a. The goods must be packed suitably for postal despatch 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 despatch 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





## Mazagon Dock Shipbuilders Limited, Mumbai Standard Bidding Document (SBD)

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 Kgs. \_\_\_\_\_  
Nett weight in Kgs \_\_\_\_\_  
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). The bank guarantee is to be valid during the tenure of the guarantee period + 4 weeks for the equipment.

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

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

### **12. ARRANGEMENTS FOR PAYMENTS:**

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

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





## Mazagon Dock Shipbuilders Limited, Mumbai Standard Bidding Document (SBD)

" 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 airtailed 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.

18. The wharfage and demurrage will be to Contractor / Supplier's accounts for all shipments that reach us without bill of lading properly endorsed and accompanied by packing lists and invoices. The supplier shall be responsible for fines or increased customs charges due to errors or commissions in description, weight or measurement and for increased customs or wharfage and handling charge due to improper packing. It is also a condition of purchase that storage and demurrage payable to port authorities at the port of discharge in respect of shipment arriving before the actual receipt of the shipping documents will be borne by the Contractor / Supplier.

#### 19. GENERAL

Immediately on receipt of import licence for the import of the stores, an intimation will be given to the suppliers of the grant of licences, indicating the limiting factor and validity period. It must be ensured that shipment is made within the validity period of the licence as it is difficult to obtain extension of the validity period from the licensing authorities. However, no shipment must be effected without intimation of import licence particulars from us. A Photostat copy of the list of goods as approved by the licensing Authorities in India will also be supplied. To avoid difficulty in clearing the shipment through local customs the description and quantity as given in the invoice should confirm strictly to those indicated in the list of goods that will be supplied.

20. The shipping instructions herein shall be closely observed. All invoices shall bear the number of order. Packing list must show the seller's name, order number, nett and gross weight, outside dimensions and the markings if each package. Where materials covered by different order numbers are shipped in the same case, separate invoices and the packing lists must be made out for each





## Mazagon Dock Shipbuilders Limited, Mumbai Standard Bidding Document (SBD)

order number. Wherever possible, material covered by two or more orders shall not be shipped in the same package. Four copies of all documents including packing lists should be forwarded, two sets before shipment is effected.

21. A certificate or consolidated statement of accounts should be issued to us in triplicate, indicating therein the final value at which the contract has been finally settled and the evidence of total remittance received against the order with a breakdown, wherever partial shipment were effected against individual invoices.

### 22. EXTRACTION FROM THE BROCHURE REGARDING INSTRUCTIONS ON SHIPPING ARRANGEMENTS FOR GOVERNMENT OWNED / CONTROLLED CARGOES. (ANNEXURE VI)

Freight Rebates Agreements currently in force with a view to securing special freight reduction for general Liner Cargoes (imports) shipped on Government account, the Ministry of Shipping & Transport have entered into transportation agreements from time to time with the Conferences / Shipping Lines covering the following trade routes.

a) Shipments from U.K. / Continent.

- i. Agreement with the India, Pakistan, Bangladesh Conference covers all Governmental cargoes emanating from U.K. - including Northern Ireland (also EIRE), North Continent of Europe (West Germany, Holland, Belgium, France, Norway, Sweden, Denmark and Finland), French and western Italian Ports on the continental seaboard of the Mediterranean, and the Port of Rostock in the German Democratic Republic.
- ii. Shipments on F.O.B. or FAS terms, arranged through the accredited forwarding agents of the Government of India will be entitled to an immediate rebate of 15% off gross Tariff rates.
- iii. Immediate rebate will be 9 1/2 % off the gross Tariff rates in respect of (a) cargoes which are intended for sale or disposal commercially wither in their original or subsequently manufactured state (b) parcels of fertilizers and heavy chemicals, not subject to special quotations. Items of cargoes which are confirmed to STC / MMTC's monopoly will however receive 5% extra rebate in respect of FOB / FAS contract and 5% extra rebate in respect of C&F / CIF / OR / TURNKEY Contracts.
- iv. For shipment of cargoes on CIF / C&F Turnkey terms, the Member Lines will grant an extra rebate of 5% on U.K. / North Continental Gross Tariff rates to Government consignees in addition to the 9 1/2% immediate rebate admissible to the contract shippers, i.e. the foreign suppliers (or 10% deferred commission to non-contract foreign suppliers) provided the same is claimed by the Government Consignees within one year from the date of Bill of Lading. For this purpose, two copies of non-negotiable Bill of Lading indicating the gross freight amount thereon are required to be made available to the Shipping Co-ordination Officer in the Ministry of Shipping and Transport by the Suppliers / importers for necessary endorsement on one such copy and return to the Port Consignee for presenting to the carriers' agents for obtaining the extra 5% rebate on freight. The claim will be rejected if not referred by the consignee to the carriers' port agents within a period of one year from the date of Bill of Lading.
- v. Extra rebate will not be payable in respect of cargo covered by a specially reduced freight quotation to the CIF / C&F FOR / Turnkey supplier or shipper.
- vi. All contracts placed on CIF / C&F FOR / Turnkey terms should include a stipulation that only vessels belonging to the Member Lines of the Conference will be utilised for carriage of cargoes covered by such contracts. If conference space is not available for any specific shipment, the Government shall have the right to seek dispensation to use other flag vessels.
- vii. In absence of original Bills of Lading after confirming the Government of India has title to the goods the Lines Agents in India will release the cargo against a Letter of Indemnity given by the Government of India, Government Department / Undertaking / Projects / Director of Supplies Embarkation Commandant at the port of discharge. The original Bills of Lading will be presented within one year of issuing of Letter of Indemnity.

**Note:** Based on the Illustrative Format as above, the concerned Dealing Officer / HOD(C) may formulate / design the required forms / documents / tender enquiries / registers / GCC / proformas to suit to the requirements on case to case basis in line with the corresponding articles in Purchase Manual Volume-I.

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