



निविदा पूछताछ  
TENDER ENQUIRY

[एकल निविदा]  
[SINGLE TENDER]

माझगांव डॉक शिपबिल्डर्स लिमिटेड  
(भारत सरकार का उपक्रम)

MAZAGON DOCK SHIPBUILDERS LIMITED  
(Formerly known as Mazagon Dock Limited)  
(A Govt. of India Undertaking)  
CIN: L35100MH1934GOI002079  
Dockyard Road, Mumbai 400 010  
Website- [www.mazagondock.in](http://www.mazagondock.in)  
Certified - ISO 9001: 2008 for Shipbuilding Division  
GST ID : 27AAACM8029J1ZA

|                             |              |  |                         |
|-----------------------------|--------------|--|-------------------------|
| निविदा सं./Tender No        | 1200003106   | विभाग/Department                           | EY COMMERCIAL           |
| क्रय अधिकारी/Purchase Exec. | Sachin Kumar | क्रय अधिकारी/Purchase Exec.                | Sachin Kumar            |
| सेवा में/To                 |              | दूरभाष सं./Telephone No                    | 23762647                |
|                             |              | फैक्स सं./Fax No                           | 23741386                |
|                             |              | ई-मेल/E-Mail                               | sachinkumar@mazdock.com |
| दूरभाष सं./Telephone        |              | निविदा सं./Tender No                       | 1200003106              |
| फैक्स सं./Fax               |              | निविदा तिथि/ Tender Date                   | 09.01.2024              |
| ई-मेल/E-Mail                |              | निविदा बंद की तिथि/Tender Closing Date     | 17.01.2024              |
|                             |              | निविदा बंद होने का समय/Tender Closing Time | 15:00:00                |
|                             |              | आरएफक्यू सं./RFQ No                        | 2050002911              |

|  |       |                              |
|--|-------|------------------------------|
| निविदा शुल्क/Tender Fee                                | रु/Rs | 0.00                         |
| बयाना राशि/EMD Amount                                  | रु/Rs | 0.00                         |
| पूर्व बिड बैठक तिथि और समय/Pre Bid Meeting Date & Time |       | ,00:00:00                    |
| निविदा खोलने की तिथि और समय/Tender Opening Date & Time |       | 17.01.2024,15:00:00          |
| प्रस्ताव वैधता तिथि है/Offer should be valid up to     |       |                              |
| सुरक्षा जमा/Security Deposit                           |       | 0.00 %आदेश मूल्य का/PO value |
| वरीय बैंक जमानत /Perf. Bank Guarantee                  |       | 0.00 %आदेश मूल्य का/PO value |

( आगे के विवरण हेतु कृपया सम्बंधित नियम शर्तों को पढ़ें। सुनिश्चित करें कि कोटेशन और संबंधित पत्राचार के लिए विभाग का नाम, क्रय अधिकारी का नाम, निविदा संख्या, बंद होने का समय एवं तिथि एवं आरएफक्यू सं. अपने कोटेशनमें लिखें।  
Kindly read and refer relevant terms & conditions for further details. Do ensure to Quote Department Name, Purchase Executive's Name, Tender Number, closing date & time and RFQ Number in your Quotation & related correspondence )

प्रिय महोदय/महोदया  
Dear Sir / Madam ,

विषय /SUB:- PROCUREMENT OF B & D SPARES FOR HP AIR VENT VALVE (MA07-A) FOR BOAT 4 TO 6 OF P75  
माझगांव डॉक शिपबिल्डर्स लिमिटेड (एमडीएल) प्रतिष्ठित आपूर्तिकर्ताओं से निम्न हेतु, प्रतियोगितात्मक एकल बोली प्रणाली में बोली आमंत्रित करती है।  
Mazagon Dock Shipbuilders Limited (MDL) invites Competitive - Bid from reputed suppliers for the following in **SINGLE BID** system.

| क्र.सं.<br>SL.No. | सामग्री / सेवा विवरण<br>Material / Service Details  | मात्रा / इकाई<br>Quantity / unit | आपूर्ति तिथि<br>Delivery Date |
|-------------------|---|----------------------------------|-------------------------------|
| 00010             | सामग्री सं./ Material Number :-<br>B & D spares for HP Air vent valve<br>सामग्री वर्णन/Material Description :B & D spares for HP Air vent valve | 1 SET                            | 31.05.2024                    |

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

नियम और शर्तें : भाग ए में लिखी हुई और इतर संलग्नपत्रे इस निविदा एक अभिन्न अंग हैं |हमें आशा है की,हमें प्रतियोगित्मिक और उचित प्रस्ताव इस निविदा के लिए प्राप्त होगा |  
Terms & Conditions as indicated in Part A of this tender and other enclosures / annexures form an integral part of this tender document. We look forward to receive your most competitive and reasonable offer against this Tender.

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

**TENDER NO. 120003106**  
**PROCUREMENT OF B & D SPARES FOR HP AIR VENT VALVE (MA07-A) FOR BOAT 4 TO 6 OF P75**

**Tender Enquiry Form (TEF)**

**SINGLE TENDER**

**(Single Bid System)**

**MAZAGON DOCK SHIPBUILDERS LIMITED (MDL)**, Mumbai India, a premier Warship building, Ship repair, Submarine Construction & Refits and Heavy Engineering Company owned by Government of India under Ministry of Defence.

MAZAGON DOCK SHIPBUILDERS LTD (Purchaser / Buyer) INVITES BID through email in SINGLE BID SYSTEM (**Part-I Techno Commercial Bid and Part-II Price Bid**) for the following supplies from nominated bidder/firm.

**Tender opening: Part-I Techno Commercial Bid and Part-II Price Bid** will be opened immediately after the tender closing date and time ~~through e-procurement portal.~~

**1. Description of Supplies:**

- a) PROCUREMENT OF B & D SPARES FOR HP AIR VENT VALVE (MA07-A) FOR BOAT 4 TO 6 OF P75.
- b) Additional Information for B & D spares as per **Enclosure-02**.

**Note:** Bidders are requested to get their technical queries, if any, clarified in advance (3 days in advance to tender closing date) to avoid last minute delay. For any technical clarification, bidders are requested to contact **Mr. Aniket Jain, DM (D-EY), Tel.no.: 022-23763618, email: [aniketjain@mazdock.com](mailto:aniketjain@mazdock.com)**

Bidder/Supplier shall ensure that supply of B & D spares is fully compatible and suitable for use with the respective main equipment ordered by MDL on the bidder/Supplier under P-75.

- 2. Validity Period:** Bids / Offers shall have the validity period of **180 Days** from the tender closing date. A bid valid for a shorter period will be liable for rejection.

**3. INTEGRITY PACT: Not applicable**

~~The Integrity Pact essentially envisages the agreement between prospective venders/bidders and MDL committing the person/officials of both the parties not to exercise any corrupt influence on any aspect of the contract. only those venders/bidders who enter into such an integrity pact with the MDL would be competent to participate in the bid. Therefore, non-acceptance of integrity pact by the vender/bidders shall be categorical rejection criteria.~~

- ~~(i) The Bidder must accept and sign the "Integrity Pact" attached as **Enclosure-19**~~
- ~~(ii) Independent External Monitor (IEM) appointed by MDL will have power to access all the document and examine the complaints received by him. The details of IEM is as under~~

~~Details of Independent External Monitor (IEMs) are as below:~~

- ~~i) Mr. Subhash Chandra  
Email id: subhash59@hotmail.com~~
- ~~ii) Mr.P.V.Rao  
Email id: pasupuletirao@yahoo.co.in~~

**4. Submission of offer in Single Bid System:**

Offer must be sent in email id [sachinkumar@mazdock.com](mailto:sachinkumar@mazdock.com) and [jsingh@mazdock.com](mailto:jsingh@mazdock.com) and scanned

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copies of the below mentioned documents to be attached (**Two bid system**).

- i.** List of B & D spares in ILMS format duly filled as per **Enclosure-18**.
- ii.** Requirement Matrix at **Enclosure-11** duly filled and signed by the bidder confirming applicability of following requirements indicating “Yes” or “No” corresponding to each item.
  - a. Calibration requirements
  - b. Special provision for handling requirements
  - c. Storage & preservation / de-preservation requirements
  - d. Requirements of test & trials before use
  - e. Shelf life requirements
  - f. Submission of Technical data sheets by Supplier
  - g. Hazardous item
  - h. Shock sensor requirement as per SEFC-17-50-07
  - i. Tilt sensor requirements as per SEFC-17-50-07
- iii.** Duly filled **Enclosure-23** indicating initial validity, periodicity of calibration.
- iv.** Acceptance on clauses of Tender Enquiry (TEF), GT&C & STACS in the Prescribed Formats at **Enclosure 4, 5 & 6** duly stamped, signed & filled ‘Accepted OR Not Accepted’ as applicable for each of the clause.
- v.** All pages of the scope of material supply (**Enclosure-1 & 2**) and extract of official secret Act 1923 (**Enclosure-10**) duly signed, stamped with company seal and submitted along with the offer as a token of acceptance of the terms & conditions by the bidders..
- vi.** Deviation Sheet in the prescribed format as per **Enclosure-09** in case of any deviations or no deviation from Terms, Conditions & Technical requirements specified in the Tender Enquiry, GT&C & STACS to be submitted by the bidder along with the offer.
- vii.** PRICES (Rate Sheet) for items quoted strictly in the prescribed format provided with this tender at **Enclosure-03**.

**Note:** Bidders in their own interest are requested to submit their bids well in advance of tender closing date to avoid the last minute difficulties in submitting the bids. 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.

Timely submission of bids is responsibility of the bidder and no reasons / excuses in this regard will be entertained by MDL.

**5. Bid Rejection Criteria:**

- (A)** Bidders are required to furnish following details / clarification / documents along with their offer. In case these are not received along with the offer than bidders have to submit such documents / clarification within the duration / date stipulated by MDL, failing which their bids shall be rejected in following cases:
- i) Non-submission of Compliance Certificate w.r.t. Land Border Clause as per **Enclosure-24** (Order (Public Procurement No.4 dtd 23 Feb 2023 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 within given period and associated documents. The clause is elaborated here below:

**Order (Public Procurement No.4) dtd 23 Feb 2023 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017**

GoI vide Order (Public Procurement No.4) dtd 23 Feb 2023 has imposed Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 on bidders from a country which shares a land border with India. Accordingly, following shall be complied by the Bidders while submitting bids.

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**PROCUREMENT OF B & D SPARES FOR HP AIR VENT VALVE (MA07-A) FOR BOAT 4 TO 6 OF P75**

A) Any bidder from a country which shares a land border with India will be eligible to bid in this tender, whether of goods or services (including consultancy services and non-consultancy services) only if the bidder is registered with the Competent Authority. Further, any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods or services (including consultancy services and non-consultancy services) only if the bidder is registered with the Competent Authority.

B) The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). **The Bidder shall submit declaration / certificate as per Enclosure "24" towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.** Any false declaration and non-compliance of the above would be a ground for debarment and further legal action in accordance with law.

C) Validity of registration: In respect of tenders, registration shall be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution

D) This order will not be applicable for cases stipulated in the Order (Public Procurement No.4) (as amended from time to time)

E) "Bidder" for the purpose of this Order (Public Procurement No.4) (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

F) "Bidder from a country which shares a land border with India" for the purpose of this Order (Public Procurement No.4) means

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

Note: "Beneficial owner" for the purpose of above paragraph (C) will be as under:

(i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation-

a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;

b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;

(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

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(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

G) "Agent" for the purpose of this Order (Public Procurement No.4) dtd 23 Feb 2023 is a person employed to do any act for another, or to represent another in dealings with third persons.

I) "Transfer of Technology" means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently.

J) In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

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

(i) Time is the essence of the supplies. Material must be delivered as per the following schedule.

| <b>Boat Nomenclature</b> | <b>Delivery date (CIF Mumbai / JNPT Seaport)</b> |
|--------------------------|--|
| Items of Boat No. 4 to 6 | 90 days from order placement                     |

(ii) **Bidder is requested to confirm acceptance of above delivery schedule in the offer.**

**Note:** Successful Bidder to submit initial plan/programme/Bar-chart or any other mutually agreed format listing all the activities involved in manufacture and or supply, thereafter every month till delivery and every week in case of delays.

(iii) In case, any of the items can be supplied earlier than above mentioned delivery date, then the bidder must identify such items and specify early date of delivery or indicate lead time (from placement of order) for such items. Please note that End-user certificate will be provided within 4-5 weeks after receipt of written request from the Supplier post ordering.

(iv) Supplier to submit documentary evidence by e-mail for CIF delivery after items delivered on Seaport/Airport of destination.

(v) If there is delay in delivery of item, MDL reserve the right to advice the supplier to deliver the item through Air freight with the ordered CIF price with no additional cost to MDL. In such case, it shall be mandatory for the firm to deliver the item through Air Freight with the ordered CIF price with no additional cost to MDL.

**7. Pricing:**

i) The quoted prices shall remain firm and fixed during the currency of the order / contract unless agreed otherwise by MDL.

ii) Bidder shall quote the prices for services indicated / listed in the GeM Bid enquiry for execution of the services complying with the terms and conditions indicated at the Scope of Work.

iii) Firm to provide price breakup of each activity in the price bid.

iv) The reference price, if any, indicated anywhere in the tender document against each line item is only notional and has no commercial relevance. Therefore, such reference price should not be considered as guidance price and the bidders shall quote their price based on their costing and pricing policies

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**8. Payment Terms**

(i) **100% payment along** 100% tax for the value of supplies, as reduced by any deductibles and/or the amount leviable towards liquidated damages if any, will be made through bank transfer by NEFT within 25-30 days after receipt of complete set of the items as per the ordered terms and against submission of following documents in triplicate (Original + 2 copies):

- a) Signed Invoice showing item wise description & prices as per order.
- b) Delivery challan(s) / SRV (Store Receipt Voucher) duly acknowledged by MO Ghatkoper (Mbi) stores / MDL store for delivery of the items.
- c) Signed Packing Lists clearly showing and co-relating list of items packed and indicating details of shelf life i.e. date of manufacturing and expiry, where applicable.
- d) ~~Inspection report of CQAE-IN confirming unconditional acceptance of ordered items in case of Indigenous spares.~~
- e) COC of Supplier-QC
- f) Copy of Joint receipt inspection report by MDL, MO Ghatkoper and Supplier, if available.
- g) Calibration Certificates, where applicable, endorsed by Supplier-QC duly indexed in correlation with item(s) as per order.
- h) Warranty Certificate
- i) Performance Bank Guarantee
- j) Proof of having submitted the following, where applicable, duly indexed in correlation with item(s) as per order.
  - i. Technical Data Sheets.
  - ii. Special provisions of Storage and Handling.
- k) MDL/IN Certificate of having received the Digital photographs of each spare in digital media in jpeg format in CDROM in not less than 800X600 resolution
- l) Certificate issued by MDL of having received Weight, dimensions and corresponding volume, where applicable, correlating with each item as per order
- m) Certificate issued by MDL of having received Periodic Preservation / De-preservation procedures, where applicable, correlating the item as per order
- n) Copy of duly filled TDS declaration
- o) Copy of Profit / Loss statement in the last financial year.
- p) GST certificate / E-Invoice as applicable

**9. Security Deposit (SD) for contract performance: Not applicable**

**10. Guarantee / Warranty:**

The items/materials shall be guaranteed for a period of 18 months from the date of delivery to MDL. The

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bidder shall warrant that the items supplied under the order, shall be free from all defects related to design, manufacturing or performance deficiencies and is consistent with established and generally accepted standards for such supplies, in full conformity with the specifications / drawings.

If within the above mentioned period, the items supplied in the opinion of MDL is found to be defective in workmanship and/or due to faulty materials, MDL shall have the right to advise you to rectify / replace in whole or in part, such defective portion at your expenses and to the entire satisfaction of MDL

**11. Performance Guarantee towards Warranty:** Not applicable

**12. Deviations:**

It will be our endeavour to receive bidder's complete offer with acceptance of all the Terms of this tender enquiry without deviations on or before the tender due date & time. Acceptance Formats of TEF, GT&C and STACS as per **Enclosure- 04, 05 & 06** contained herein should be properly filled, signed and returned by the bidder along with bid. The bidder also hereby confirms acceptance & compliance to the Scope of Supply (**Enclosure-1**) and all other Enclosures attached herewith.

The bidder hereby further confirms that only those deviations which could not be avoided at the time of submission of the offer, have been recorded on a Prescribed format of Deviation sheet (as per **Enclosure-09** attached herewith) indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and suggested alternative(s) and submitted in the offer and only these deviations thus recorded and submitted need to be considered by MDL for evaluation of the bid. ***Bidder (s) to also note that deviations taken by them, if any, but not appearing or listed in the Deviation sheet WILL NOT BE CONSIDERED BY MDL.***

**13. Consignee:**

The Supplier/Vendor shall arrange dispatch of good by appropriate transport mode as per the order and consign the same to:

**B&D Spares to be delivered to following address**

Consignee Address:

MAZAGON DOCK SHIPBUILDERS LIMITED,

Dock Yard Road,

Mumbai –India 400 010.

Phone: 022-23763651/52

Contact Person: Officer In Charge (East Yard – Stores)

Delivery Address:

1) B&D items to be delivered at:

Material Superintendent [CWH (MB)]

Material Organization,

Chirag Nagar, L B S Marg,

Ghatkopar (West), Mumbai 400 086

Phone: 022-25043401/02

Fax 022-25134803

Contact Person: CWH (MB)

**14. Mode Of Dispatch: By Road**

**15. Modifications to the Bids:** Bidders can modify bids before the tender closing date & time.

**Amendments to the Tender Enquiry:** At any time prior to the deadline for submission of bids, MDL for any reason whether at MDL's own initiative or in response to a clarification requested by prospective Bidder(s) may modify the Bidding Documents by amendment. In order to afford prospective Bidder a reasonable time in which to take the amendment into account in preparing the bids, the MDL may,



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at its discretion, extend the deadline for the submission of bids. For this reason, interested and prospective bidders are advised to regularly visit the specified website of MDL tenders **until closing date of the tender.**

**16. Public Grievance Cell:** - A Public Grievance Cell headed Mr. R R Kumar (GM- Production) has been set up in the Company. Members of public having complaints or grievances are advised to contact him on Wednesday between 10.00 hours and 12.30 hours in his office MAZAGON DOCK SHIPBUILDERS LIMITED, Dock Yard Road, Mumbai, 400010, INDIA or send their complaints / grievances to him in writing for redressal. His Telephone No. is 022-2376 3512.

**17. Liquidated Damages:**

- (a) Time is an essence of the contract. Therefore, the job, as ordered, should be completed on the dates mutually agreed upon in accordance with the delivery schedule. In cases of delay not attributable to Purchaser beyond the agreed schedule, the Supplier / Contractor shall pay liquidated damages, a sum representing 0.5% (Half per cent) per week or part thereof, subject to maximum of 5% of the undelivered portion.
- (b) Vendor / Contractor (Supplier) will also be liable to pay Liquidated Damages for late delivery of the Documentation as agreed to by Purchaser and Vendor / Contractor (Supplier) and as stated in the Purchase Order. The amount of such damages will be same as that stated in Para (a) above.

**18. Book Examination Clause:**

In case it is found to the satisfaction of MDL that the Supplier 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 supplier, on a specific request of MDL shall provide necessary information/inspection of the relevant financial documents/information.

**19. Inspection:**

- (a) Certificate of Supplier-QC i.e. (Certificate of conformity) to be provided with delivery.
- (b) Special provisions of storage /handling to be provided with delivery.
- (c) Periodic preservation procedure and de-preservation procedure to be provided along with details of shelf life & to be provided with delivery.
- (d) For all shelf life applicable items, firm must submit shelf life data along with the offer. Further, firms must ensure 80% residual shelf life availability to MDL at the time of delivery.
- (e) Weight and volume information to be provided with delivery.
- (f) Details of test and trials to be carried out prior using the spares if required to be provided with delivery.
- (g) Technical data sheet to be provided with delivery.
- (h) Digital photographs of each spare in digital media in JPEG format in a CDROM in not less than 800x600 resolution to be provided with delivery
- (i) Details of software/ firmware version used in spare (wherever applicable, and also it should be same as latest version used on P-75 platform. If not same to be updated by supplier whenever need arises).
- (j) Receipt Inspection will be carried out by IN reps along with MDL at MO Ghatkopar (Mbi) / Wed Mankhurd, if present. Visual inspection will be undertaken generally without resorting to opening sealed / hermetic packing unless essentially needed.

**20. Option Clause:**

MDL retains the right to place orders for additional quantities up to a maximum of 50% of the originally contracted quantity at the same rate and terms of the contract. Such an option shall be available during the original period of contract. Option quantity during extended Delivery period is limited to 50% of balance quantity after original delivery period.

**21.** MDL reserves the right to reject or accept any or all bids, or to withdraw tender, and or award contract in full / part without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder(s).

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22. Unless specified otherwise by the Purchaser, Communication & Language for Documentation will be English at the last known address mentioned in the offer/order.
23. In case of supply of duplicate/spurious/substandard items by the firm, MDL will resort to prosecution of the firm by taking legal action with all the stringent measures against the firm for supplying such items which has lead to delay of the project of national importance and has endangered the national security. The firm will also be blacklisted in MDL & will be debarred from quoting in future MDL tenders and the same will be intimated to all other public sector undertakings and other Government organisations. This is in addition to other provisions/remedies and terms & conditions of the tender enquiry.

**24. 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,

- (i) Bidder has withdrawn/modified/amended/impaired derogated rom the tender during the period of bid validity.
- (ii) Bidder fails or refuses to execute the contract upon notification of acceptance of bid by the purchaser during the period of bid validity.

Yours faithfully,  
For MAZAGON DOCK SHIPBUILDERS LIMITED,

Sachin Kumar  
DM (C-EY)  
(Commercial –East Yard)

**List of Enclosures :**

- Enclosure-01:-Scope of work / supply.
- Enclosure-02:-Additional Information for B & D spares
- Enclosure-03:- Price Bid Format
- Enclosure-04:-Tender enquiry terms Acceptance Format
- Enclosure-05:-GT&C Acceptante Format
- Enclosure-06:-STACS Acceptance Format
- Enclosure-07:-Sample Format of Shipping Instructions
- Enclosure-08:-Form of certificate of conformity (COC)
- Enclosure-09:-Deviation Sheet
- Enclosure-10:-Extract Of Provisions of the Official Secrets Act, 1923
- Enclosure-11:-Requirement Matrix
- Enclosure-12:-Format for certificate of warranty
- Enclosure-13:-General Terms & Conditions (GT&C) For Items
- Enclosure-14:-Standard Terms & Conditions (STACS) For Items
- ~~Enclosure-15:- Proforma Bank Guarantee for Security Deposit~~
- ~~Enclosure-16:- Proforma Bank Guarantee for Performance~~
- Enclosure-17:-Letter of Credit Format for shipment by sea / air.
- Enclosure-18:-Integrity Pact
- Enclosure-19:-Certificate of having submitted Weight, dimensions and corresponding volume
- Enclosure-20:-Certificate of having submitted Preservation / De-preservation procedures
- Enclosure-21:-Format indicating shelf life detail corresponding to shelf life items.
- Enclosure-22:-Format indicating initial validity, periodicity of calibration
- ~~Enclosure-23:- Format of Draft End User certificate (EUC)~~
- Enclosure-24:- Declaration of Compliance of Order
- Enclosure-25:-ILMS Format

**TENDER NO. 1200003106**  
**PROCUREMENT OF B & D SPARES FOR HP AIR VENT VALVE (MA07-A) FOR BOAT 4 TO 6 OF P75**

**Enclosure -01**  
**SCOPE OF WORK/SUPPLY**

| <b>SR. NO.</b> | <b>EQUIPMENT</b>                 | <b>ITEM DESCRIPTION</b>  | <b>OEM</b>      | <b>QTY.</b> |
|----------------|----------------------------------|--|-----------------|-------------|
| 1              | ED6061D-<br>25F0500-<br>08AT100G | Material group:<br>BDSPRS-EY B & D Spares for<br>EY. Material<br>procured in behalf of<br>customer for Sub<br>Marines ( EY)<br>Material Details: B & D<br>spares for HP Air vent valve<br>B & D SPLIT RING,<br>Part No: 25F0500-08AT100G | M/s Greenetweed | 24          |

**TENDER NO. 1200003106**  
**PROCUREMENT OF B & D SPARES FOR HP AIR VENT VALVE (MA07-A) FOR BOAT 4 TO 6 OF P75**

**Enclosure-02**

**ADDITIONAL INFORMATION FOR B & D SPARES: -**

1. Scope of supply & quantity: As per rate sheet of tender. (These items are for 3 submarines and 5 years)
2. Documentation: Following documents are to be provided in 02 hard copies & 02 soft copy:
  - (a) List of B & D spares in ILMS format as per enclosed format.
    - (i) Part numbers to be mentioned in the updated ILMS format must be exactly the same as indicated in OEM supplied technical manual.
    - (ii) In case of change in part number firm must include additional column indicating the old part number as well as the revised part number.
    - (iii) In case the item has been delivered earlier (as part of B&D Spares for SM-1 to SM-3), the part numbers as provided in previous ILMS format should be provided.
    - (iv) Part number in packing list (during delivery of items) should match the part number provided by OEM in ILMS format.
    - (v) Updated ILMS format must be submitted along with offer.
  - (b) In case of obsolescence of ordered B&D spares (due to design changes implemented during construction of P-75 submarines), the OEM/ supplier shall provide the updated B&D Spares and inform the same.
  - (c) Certificate of Supplier-QC i.e. (Certificate of conformity) & calibration certificate if applicable to be provided with delivery
  - (d) Special provisions of storage /handling. To be provided with delivery.
  - (e) Periodic preservation procedure and de-preservation procedure to be provided along with details of shelf life. To be provided with delivery.
  - (f) For all shelf life applicable items, firms must submit shelf life data along with the offer. Further, firms must ensure 80% residual shelf life availability to MDL at the time of delivery.
  - (g) Weight and volume information. To be provided with delivery.
  - (h) Details of test and trials to be carried out prior using the spares if required. To be provided with delivery.
  - (i) Technical data sheet. To be provided with delivery.
  - (j) Digital photographs of each spare in digital media in jpeg format in a CDROM in not less than 800x600 resolution. To be provided with delivery.
  - (k) Details of software/ firmware version used in spare (wherever applicable, and also it should be same as latest version used on p75 platform. If not same to be updated by supplier whenever need arises).

**Supplier to clearly indicate non applicability of any of the documents listed above.**

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

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

- Pre-despatch inspection-
  - (i) Imported spares-
    - (a) B & D spares- Supplier CoC
  - (ii) ~~Indigenous spares- The respective CQAE IN rep~~
- Receipt inspection-

**TENDER NO. 120003106**  
**PROCUREMENT OF B & D SPARES FOR HP AIR VENT VALVE (MA07-A) FOR BOAT 4 TO 6 OF P75**

Inspection will be carried out by the Builder along with IN reps. A visual inspection would only be undertaken without resorting to opening sealed/hermetic packing.

4. Delivery Address- Material Organisation (Mbi) Ghatkhopar
5. Warranty-Minimum 18 months from **CIF/CIP** for Imported spares and 18 months.
  - (a) The equipment / system supplied shall be warranted to be free from design, manufacturing or performance deficiencies for a period of minimum 18 months from **CIF/CIP** date.
  - ~~(b) The items/material are to be guaranteed for a period of minimum 18 months from the date of supply of ordered materials in case of indigenous vendor and/or the items supplied shall have warranty for a period of minimum 18 months from the FOB delivery date of each item in case of foreign vendor.~~
  - (c) If within the period of warranty, the goods are reported by the Buyer to have failed to perform as per the specifications, the SELLER shall either replace or rectify the same free of charge, maximum within 45 days of notification of such defect received by the SELLER, provided that the goods are used and maintained as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration. Record of the down time would be maintained by user in log book. Spares required for warranty repairs shall be provided free of cost by SELLER.
  - (d) The SELLER also undertakes to diagnose, test, adjust, calibrate and repair / replace the goods / equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed upon. SELLER hereby warrants that necessary service and repair back up during the warranty period of the equipment shall be provided by the SELLER and he will ensure that the downtime is within 10% of the warranty period at any one time and not exceeding a cumulative period of 10% of the warranty period.
  - (e) In case the repairs of an item under warranty are to be carried out at the SELLER's premises, the item to be repaired shall be sent to the SELLER's premises, appropriately packed, at the cost of the SELLER. The mode of freight shall be decided by the SELLER. Repaired parts shall be entitled to the residual warranty period as the original part or six months whichever is later. Replaced part shall enjoy the same provision of warranty as the original one.

**6. Packaging and Marking:**

- (a) **Packaging:** Should be strongly and securely packaged for sea transportation in a minimum cubic space, in such a manner as to prevent damage and pilferage in transit from point of shipment to final destination. Metal & moving parts where necessary, shall be well protected with preservatives to prevent rusting during transit and shelf life period. The main equipment, accessories and spares should all be separately packed. The SELLER shall insert in each container a fully itemized packing list to show container number, contents, quantity, gross and net weights and cubic measurements. Deliverable items and each type of spares shall be packed and identified separately. The packing shall be suitable for storage of items for 5 years conforming to MIL 2073 standard. If preservation is required in this period, same is to be intimated in the offer by supplier.
  - (b) **Marking:** The marking on the containers, corresponding packing lists, etc., shall be clearly made to indicate the type of equipment packed inside the containers with stamped instructions that the container shall be stored in covered spaces and not exposed to the weather. Packages containing delicate and fragile material shall be marked in red block letter "FRAGILE", "DO NOT DROP". Marking & storage should be conformed to STANAG 4281.
- (c)** All packaging & markings shall generally conform to INCOTERMS, for **CIF/CIP** delivery.

**TENDER NO. 1200003106**  
**PROCUREMENT OF B & D SPARES FOR HP AIR VENT VALVE (MA07-A) FOR BOAT 4 TO 6 OF P75**

Enclosure-3

| Sr. No. | Material Code | DESCRIPTION  | EQUIPT. CODE / Part No.  | Qty | Door delivery price |             |
|---------|---------------|--|--------------------------|-----|---------------------|-------------|
|         |               |  |                          |     | Unit Rate           | Total Price |
| 1       | B&D Spares    | B & D spares for HP Air vent valve<br>B & D SPLIT RING,<br>Part No: 25F0500-08AT100G | ED6061D-25F0500-08AT100G | 24  |                     |             |

Name: .....  
Date: .....

Designation: .....  
Bidders Company Seal

**TENDER NO. 1200003106**  
**PROCUREMENT OF B & D SPARES FOR HP AIR VENT VALVE (MA07-A) FOR BOAT 4 TO 6 OF P75**

Enclosure-04

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

To,  
HOD (C-EY)  
COMMERCIAL DEPARTMENT-EY  
MAZAGON DOCK SHIPBUILDERS LIMITED MUMBAI-10

| TEF CLAUSE No. | BIDDER'S REMARK | TEF CLAUSE No. | BIDDER'S REMARK | TEF CLAUSE No. | BIDDER'S REMARK |
|----------------|-----------------|----------------|-----------------|----------------|-----------------|
| 1.             |                 | 2.             |                 | 3.             |                 |
| 4.             |                 | 5.             |                 | 6.             |                 |
| 7.             |                 | 8.             |                 | 9.             |                 |
| 10.            |                 | 11.            |                 | 12.            |                 |
| 13.            |                 | 14.            |                 | 15.            |                 |
| 16.            |                 | 17.            |                 | 18.            |                 |
| 19.            |                 | 20.            |                 | 21.            |                 |
| 22.            |                 | 23.            |                 | 24.            |                 |
| 25.            |                 | 26.            |                 | 27.            |                 |
| 28.            |                 | 29.            |                 | 30.            |                 |
| 31.            |                 | 32.            |                 |                |                 |

COMPANY'S NAME & ADDRESS:

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

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

NOTES:

1. Bidder confirms to have carefully read the Terms & Conditions enclosed only with this Tender Enquiry Form (TEF) prior to filling up this acceptance format.
2. Bidder confirms to have indicated "**ACC**" for **Accepted**, "**DEV**" for **Deviation** taken for each clause number in the above table.
3. In case of any deviations taken the bidder confirms to have attached **Separate Sheet** indicating all relevant details such as Number & description of the Clause, **Reasons for Deviation and suggested alternative(s)**.
4. Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example, Clause no. 8 means – Clause nos. 8(a)- i), ii), & 8 (b)- i), ii), iii), iv), v) & vi).

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**TENDER NO. 1200003106**  
**PROCUREMENT OF B & D SPARES FOR HP AIR VENT VALVE (MA07-A) FOR BOAT 4 TO 6 OF P75**

**Enclosure-05**

**Acceptance Form for General Terms and Conditions (GT&C)**  
**(Bidders to fill, sign, stamp and return this form in PART- I bid)**

To,  
HOD (C-EY)  
COMMERCIAL DEPARTMENT-EY  
MAZAGON DOCK SHIPBUILDERS LIMITED MUMBAI-10

| <b>GT&amp;C CLAUSE No.</b>                | <b>BIDDER'S REMARK</b> | <b>GT&amp;C CLAUSE No.</b>            | <b>BIDDER'S REMARK</b> | <b>GT&amp;C CLAUSE No.</b>                          | <b>BIDDER'S REMARK</b> |
|---|------------------------|---------------------------------------|------------------------|---|------------------------|
| A20 (Security Deposit)                    |                        | A30 (Forfeiture of EMD/BID BOND)      | Not Applicable         | A40 (Forfeiture of SD)                              |                        |
| A50 (Forfeiture of Performance guarantee) |                        | A60 (Supplies)                        |                        | A70 (Progress report and monitoring)                |                        |
| A80 (Cancellation of order)               |                        | A90 (Preservation and Maintenance)    |                        | A100 (Freight and Insurance)                        |                        |
| A110 (Taxes and duties)                   | Not Applicable         | A120 (Demurrage)                      |                        | A130 (Inspection, Testing)                          |                        |
| A140 (Receipt Inspection by MDL)          |                        | A150 (Rejection of Material)          |                        | A160 (Technological developments and modification)  |                        |
| A170 (Purchaser Right)                    |                        | A180 (Bank Guarantee/Insurance Cover) |                        | A190 (Bidders response in case of no participation) |                        |
| A200 (Facility Provision)                 | Not Applicable         |                                       |                        |   |                        |

**COMPANY'S NAME & ADDRESS:**

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

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

**NOTES:**

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



**TENDER NO. 1200003106**  
**PROCUREMENT OF B & D SPARES FOR HP AIR VENT VALVE (MA07-A) FOR BOAT 4 TO 6 OF P75**

Enclosure-06

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

To,  
HOD (C-EY)  
COMMERCIAL DEPARTMENT-EY  
MAZAGON DOCK SHIPBUILDERS LIMITED MUMBAI-10

| STACS<br>CLAUSE No. | BIDDER'S<br>REMARK | STACS<br>CLAUSE No. | BIDDER'S<br>REMARK | STACS<br>CLAUSE No. | BIDDER'S<br>REMARK |
|---------------------|--------------------|---------------------|--------------------|---------------------|--------------------|
| 100                 |                    | 110                 |                    | 200                 |                    |
| 211                 |                    | 220                 |                    | 230                 |                    |
| 240                 | Not Applicable     | 250                 |                    | 260                 |                    |
| 270                 |                    | 280                 |                    | 290                 |                    |
| 300                 |                    | 310                 |                    | 320                 |                    |
| 330                 |                    | 340                 |                    | 350                 |                    |
| 360                 |                    | -----               |                    | -----               |                    |

COMPANY'S NAME & ADDRESS:

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

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

NOTES :

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

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**TENDER NO. 1200003106**  
**PROCUREMENT OF B & D SPARES FOR HP AIR VENT VALVE (MA07-A) FOR BOAT 4 TO 6 OF P75**

Enclosure-07

**SAMPLE FORMAT OF SHIPPING INSTRUCTIONS**

**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 Grindstead, Sussex, U.K. for providing shipping space and also inform the shipping Co-ordination Officer, Ministry of Shipping & Transport, New Delhi. ( Cable :TRANSCHART, NEW DELHI. Telex : VAHAN ND - 2312,2448 and 3104.-)~~

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

~~**SHIPPERS** : THE GOVERNMENT OF INDIA~~

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

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

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

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

~~a. The goods must be packed suitably for postal 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.~~

**TENDER NO. 1200003106**  
**PROCUREMENT OF B & D SPARES FOR HP AIR VENT VALVE (MA07-A) FOR BOAT 4 TO 6 OF P75**

**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 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.

- ii. Order packing cases to be clearly marked Made in \_\_\_\_\_
- iii. Containers in packing boxes to be marked Made in \_\_\_\_\_
- iv. Goods included in containers and packing cases to be marked either by stamping or tie labels with either :-
  - a. Made in \_\_\_\_\_ (Country of Origin)
  - b. Name of the manufacturers plus Country of Origin e.g.

**SIR WILLIAM ARROL & CO. LIMITED. ENGLAND.**

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

10. The following documents are to be airmailed to **MAZAGON DOCK SHIPBUILDERS LIMITED**. Mumbai, immediately they are ready to ensure that they reach us well in time before the arrival of the carrying vessel.

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

The bank guarantee is to be valid during the tenure of the guarantee period + 4 weeks for the equipment.

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

- a. Import License No.
- b. Our Order No.
- c. Name of carrying vessel.
- d. Bill of Lading AWB 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

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**PROCUREMENT OF B & D SPARES FOR HP AIR VENT VALVE (MA07-A) FOR BOAT 4 TO 6 OF P75**

will be for the CIF Value of the goods. No extension of the Letter of Credit will normally be granted. It must be ensured that the shipments effected before the expiry of date of the Letter of Credit.

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

" I certify that good 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.

**14. INSURANCE & FREIGHT**

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

Order No. \_\_\_\_\_

Name of Vessel \_\_\_\_\_

Voyage \_\_\_\_\_

Bill of Lading No. & Date \_\_\_\_\_

No of Packages \_\_\_\_\_

Brief description of goods \_\_\_\_\_

C.I.F. Value \_\_\_\_\_

Nett Freight \_\_\_\_\_

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

**16. INSPECTION AND / OR GUARANTEE**

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

**17. DEFICIENCIES & DEFECTIVE GOODS**

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

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 order number. Wherever possible, material covered by two or more orders

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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.

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**Enclosure-08**

**FORM OF CERTIFICATE OF CONFORMITY**

In accordance with the Order N°..... Dated ..... placed by MAZAGON DOCK SHIPBUILDERS LIMITED on (Bidder's Name) and corresponding to (Bidder's Name) invoice no ..... dated.....

1. We herewith certify that corresponding to the Item description..... related to Yard Nos. 11878, 11879 & 11880

| Item no<br>as per<br>PO | Item<br>Description<br>as per PO | Material<br>Grade /<br>Specs /<br>Type/Part No. | Measurement<br>Unit | Quantity as<br>per PO | Quantity<br>accepted |
|-------------------------|----------------------------------|---|---------------------|-----------------------|----------------------|
|                         |                                  |   |                     |                       |                      |

2. We further certify that:

- a. Each of the item supplied has been identified by permanent marks (such as Reference No.....) with appropriate method such as engraving / non erasable ink/punching where permissible.
- b. Each of the items supplied are manufactured with quality and are fully compatible and suitable for use with the respective main equipment ordered by MDL under Project-75.

| List of waivers accepted by the Buyer | List of waivers not accepted by the Buyer |
|---------------------------------------|---|
| Bidders to specify:                   | Nil                                       |

3. All details listed below as applicable to each line item have been verified, found compliant and acceptable as per terms of above mentioned order: -

**Description, Quantity, Aspect, Technical Data Sheets, Calibration Reports, Shock indicators, Tilt indicators, Shelf Life details indicating Date of Manufacture & Expiry and packaging in correlation with Packing List.**

**For and on behalf of**

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

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**Enclosure - 09**

**Format of Deviation Sheet**

(To be made on Bidder's Company Letterhead, Duly signed & stamped, dated and submitted along with the offer by the Bidder)

| Deviation Sr. No. | Page Sr. No and Enclosure Reference No. as relevant of the Tender Enquiry | Clause Number for which the Deviation is Sought | Brief Text Description of the Clause | Reasons for Deviation | Suggested Alternative |
|-------------------|---|---|--------------------------------------|-----------------------|-----------------------|
| 1.                |   |   |                                      |                       |                       |
| 2.                |   |   |                                      |                       |                       |
| & so on...        |   |   |                                      |                       |                       |
|                   |   |   |                                      |                       |                       |
|                   |   |   |                                      |                       |                       |
|                   |   |   |                                      |                       |                       |
|                   |   |   |                                      |                       |                       |
|                   |   |   |                                      |                       |                       |
|                   |   |   |                                      |                       |                       |

**COMPANY'S NAME & ADDRESS:**

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

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**EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923**

**SECTION 2(B): "PROHIBITED PLACE"**

It is defined as the place of any work of Defence Dockyard and other so belonging or occupied and used for the purpose of building, repairing, making or storing any ammunitions of war.

For the purpose of the above definition, sketch includes any photograph or other mode of representing any place or thing.

**SECTION 3: "PENALTIES FOR SPYING"**

If any person unlawfully - approaches, inspects, passes over or is in the vicinity of any clear place; or make any sketches intended to be directly or indirectly useful to an enemy ; or c) Obtains collects records or communicates to any other person any secret official code.

Shall be liable for imprisonment of 14 years in case of Defence Installation.

**SECTION 4: "COMMUNICATION WITH FOREIGN AGENTS"**

If any person has been in communication with or attempted to communicate with foreign agents regarding the vital information of any "PROHIBITED PLACE" would be guilty of violating the provisions of this Act.

**SECTION 5: "WRONGFUL COMMUNICATION OF INFORMATION"**

If any person having in his possession or control any official document;

- a) Willfully communicates to any person, other than a person, who is authorised to communicate it.
- b) Used the information in his possession for the benefit of any foreign power.
- c) Retain in his possession when he has no power to retain it
- d) Fails to take reasonable care of it.

Shall be guilty of an offence under this Act.

**SECTION 6: "UNAUTHORISED USE OF UNIFORMS"**

If any person for the purpose of gaining admission or of assisting any other person to gain admission to a "PROHIBITED PLACE" wears uniforms without lawful authority shall be guilty of offence under this Section.

**SECTION 7: "INTERFERING WITH OFFICERS OF POLICE"**

No person in the vicinity of any "PROHIBITED PLACE" shall abstract any Police Officer engaged on guard, sentry or similar duty. If any people move in the provisions of this section, shall be punishable with imprisonment, which may extend up to 3 years.

**SECTION 8: "DUTY OF GIVING INFORMATION"**

It shall be duty of every person to give on demand to a superintendent of Police or any other Police Officer not below the rank of Inspector, any information in his power relating to an offence under this Act. If any person fails to give such information, shall be punishable with imprisonment to 3 years or fine or with both.

**SECTION 9: "INCITEMENT"**



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Any person who attempts to commit or debate the commission of an offence under this Act shall be punishable with the same punishment and be liable to be proceeded against in the same manner as if he had committed such offence.

**SECTION 10: "PENALTY FOR HARBOURING SPIES"**

If any person whom he knows or has reasonable grounds for supposing to be person who is about to commit or who has committed offence under this Act shall be guilty of offence under this Section.

**SECTION 11: "SEARCH WARRANTS"**

If a presidency Magistrate, Magistrate First Class or Sub-Divisional magistrate is satisfied with the information that there is reasonable ground for suspecting that an offence under this Act has been or is about to be committed, he may grant search warrant to any Police Officer to enter at any time any premises to force to search premises or the places.

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**Enclosure-11**

**REQUIREMENT MATRIX**

**(to ascertain applicability & bidder's acceptance of following needs)**

| Item Sr. | Description | Qty | Unit | Calibration | Technical Data Sheet | Special storage & handling provision | Need for Test & Trial before use | Preservation/ De-preservation needs | Need for Shock sensor | Need for Tilt sensor | Hazardous | Shelf Life |
|----------|-------------|-----|------|-------------|----------------------|--------------------------------------|----------------------------------|-------------------------------------|-----------------------|----------------------|-----------|------------|
| 100      |             |     |      | Yes/No      | Yes/No               | Yes/No                               | Yes/No                           | Yes/No                              | Yes/No                | Yes/No               | Yes/No    | Yes/No     |
| 200      |             |     |      | Yes/No      | Yes/No               | Yes/No                               | Yes/No                           | Yes/No                              | Yes/No                | Yes/ No              | Yes/ No   | Yes/No     |
| 300      |             |     |      | Yes/No      | Yes/No               | Yes/No                               | Yes/No                           | Yes/No                              | Yes/No                | Yes/ No              | Yes/ No   | Yes/No     |
| So on    |             |     |      | Yes/No      | Yes/No               | Yes/No                               | Yes/No                           | Yes/No                              | Yes/No                | Yes /No              | Yes /No   | Yes/No     |
| ...      |             |     |      |             |                      |                                      |                                  |                                     |                       |                      |           |            |

**Note: Bidder to indicate applicability by indicating "Yes" or "No" as relevant for each line item and submit this enclosure duly filled & signed along with offer.**

COMPANY'S NAME & ADDRESS:

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 -----  
 -----

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

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**Enclosure -12**

**FORM OF WARRANTY CERTIFICATE**

In accordance with the Order N<sup>o</sup>..... Dated ..... placed by MAZAGON DOCK SHIPBUILDERS LIMITED on \_\_\_\_\_(Name of firm)

\_\_\_\_\_ (Name of firm) certify that the following Items identified by the following references related to Yard Nos 11878, 11879 & 11880

Description of B&D Spares /Item(s) and Manufacturer's Serial Number (OR any other such ID No) as per packing list no..... dated .....enclosed herewith

Bill of Lading/Air Way Bill no /Delivery Challan No. & Date.....  
Covered by \_\_\_\_\_ (Name of firm) Invoice No & Date..... are warranted according to the terms and conditions as specified in the order.

The Date of issue of the certificate: DD/MM/YYYY

The Date of the end of validity of the guarantee: DD/MM/YYYY

For and on behalf of

COMPANY'S NAME & ADDRESS:

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-----  
-----

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

|   |  |
|---|--|
| <b>Order reference Number</b>                 |  |
| <b>LC No.</b>                                 |  |
| <b>Corresponding to Invoice No &amp; Date</b> |  |
| <b>Packing List No. &amp; Date</b>            |  |

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**GENERAL TERMS & CONDITIONS (GT&C) FOR ITEMS**

**A10. BLANK**

**A20. SECURITY DEPOSIT.**

A21. The successful bidder shall submit a Security Deposit @ 5 % of the contract / order value (excluding taxes, duties, freight, service component) of the Order in the form of Demand Draft / Bank Guarantee in the prescribed format in favour of Purchaser within 25 days from date of Contract. The Security Deposit will be returned only after the successful execution of the order / contract. Refund of Security Deposit whenever considered admissible by the Purchaser, shall be without interest only.

**A30. FORFEITURE OF EMD / BID BOND.**

~~A31. In cases of withdrawal of bid during validity period or during any extension granted thereof, non acceptance of agreed conditions of Technical and or Commercial and or Price Negotiations, non-submission of the security deposit and / or non-acceptance of the order the EMD or bid security will be forfeited or encashed as the case may be.~~

**A40. FORFEITURE OF SECURITY DEPOSIT.**

A41. Non-performance of agreed terms and or default/breach by Bidder/Supplier/Contractor will result in forfeiture of security deposit with application of risk purchase provisions as felt appropriate by the Purchaser.

**A50. FORFEITURE OF PERFORMANCE GUARANTEE**

A51. In the event of Bidder/Supplier/Contractor failure to attend the Guarantee defects within a reasonable period of time, the Performance Bank Guarantee will be encashed by the Purchaser. The Purchaser's decision shall be final and binding on Bidder/Supplier/Contractor in this regard.

**A60. SUPPLIES**

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

**A70. PROGRESS REPORTING & MONITORING**

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

**A80. CANCELLATION OF ORDER**

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

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

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

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**A90. PRESERVATION AND MAINTENANCE**

- A91. Should any material require any preservation till its final installation/fitment, the detailed procedure (Long term & short term) for the same as also the time of interval after which the state of preservation needs to be reviewed is to be stated by the Bidder/Supplier/Contractor.
- A92. Further the de-preservation prior to the material/equipment being commissioned and the maintenance procedure together with its periodicity is also to be indicated by the Bidder / Supplier / Contractor.
- A93. The Bidder / Supplier / Contractor in their offer must confirm that indigenous oil; lubricants and preservatives, etc. can be used in the equipment. The bidder must also give assurance that the equipment performance will not be downgraded by use of indigenous equivalents.

**A100. FREIGHT AND INSURANCE.**

- A101. **For Indigenous Bidders.** In cases where the offers are for 'Door Delivery to Purchaser,' transit freight & Insurance charges shall be borne by the Bidder / Supplier / Contractor. In other agreed cases of Ex-works / Ex-Transporter's warehouse or Railway godown offers, the Bidder / Supplier / Contractor on dispatch, shall give details of materials with despatch particulars and their value in time to Purchaser's Insurance Company on the contact details as provided in the order. In such agreed cases, the freight & insurance charges will be paid by the purchaser directly to the parties concerned.
- A102. **For Foreign Bidders.**  
For overseas supplies on FOB port of dispatch basis, Transit Insurance shall be arranged by the Purchaser. 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, number of packages, value of consignment, invoice number in time directly to Purchaser's Insurance Company & Purchaser on the contact details as provided in the order. In such agreed cases, the freight & insurance charges will be paid by the purchaser directly to the parties concerned.

**A110. TAXES & DUTIES / STATUTORY LEVIES.**

- A111. ~~Taxes and duties applicable, if any, shall be regularized by MDL by issuing necessary exemption certificates in respect of procurement for Defence Projects. Bidder shall indicate separately the taxes and duties applicable in their offer. When the items qualify for exemption partly/fully but the supplier did not avail of the same, the amount of taxes and duties on such supplies shall be to supplier's account. In cases where exemption certificates are not issued for any reason, taxes shall be paid as indicated in the Purchase Order/Contract. Tax deduction at source will be effected wherever applicable (e.g. TDS under Income tax Act, TDS on Works Contract under MVAT Act etc.) from the bills of the Supplier as per statutes. Octroi duty exemption certificate issued by Customer's representative will be provided on Supplier's written intimation with relevant details regarding readiness of items for dispatch. Where payment of Octroi duty is agreed to and stipulated in the Purchase Order / Contract, the same will be reimbursed by Purchaser at actual after receipt of Supplier's bills along with 'Original Octroi paid money receipt' and copy of Form 'B'. Octroi receipts are to be drawn/issued in the name of 'Mazagon Dock Limited' only. Similarly where payment of Custom duty is agreed to and stipulated in the Purchase Order / Contract, the same will be paid by the Purchaser on receipt of supplier's bills along with Custom Certified Duty Paid Challan-Money Receipt in original or carbon copy as relevant. These Challans/ Receipts, Bill of Entry are to be drawn/ issued in the name of 'Mazagon Dock Limited' only. Where payment of VAT is agreed to and stipulated in the Purchase Order / Contract, the same will be paid by the Purchaser on the basis of Suppliers' TAX INVOICE wherein the VAT TIN Number and declaration in accordance with the provisions of Maharashtra Value Added Tax Act, 2002, is indicated in the Invoice and where payment of Central Sales Tax (CST) is agreed to, the Supplier will be paid CST on the basis of the Invoice indicating particulars of his CST Registration Number and such Invoice should also indicate the VAT TIN Number and CST Number of the Purchaser. Where Central Excise Duty is agreed to be paid by the Purchaser in the Purchase Order/Contract, the Suppliers will be paid Excise Duty claimed in the Invoice on the basis of Central Excise Invoice issued as per Rule 11 indicating the ECC/Excise Registration number to be enclosed along with Commercial Invoice/Tax Invoice. In the case of payment of Service Tax agreed to as per purchase order/contract, the same will be paid on the basis of Tax Invoice indicating the Service Tax Registration number and the category of service for which the contractor/Vendor is registered with the Service Tax Department. A copy of the Service Tax Registration certification will be submitted by the contractor/Vendor as a onetime requirement in support of the Registration number indicated in the Invoices. Based on requirement, the Vendor/contractor may be called upon to produce evidence of validity of the Service Tax Registration at any point of time during the currency of the contract.~~

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**A120. DEMURRAGE**

A121. Storage and Demurrage charges will be payable by the Bidder / Supplier / Contractor for all shipments that reach purchaser without proper despatch documentations, Lorry Receipts not accompanied by packing lists, invoices etc. The Supplier shall be responsible for fines due to errors or omissions in description, weight or measurements and for increased handling charges due to improper packing.

**A130. INSPECTION, TESTING.**

A131. The ordered items will be inspected either by Classification Society / Nominated Agency and or by Inspection Executive nominated by Purchaser at stages defined in the tender / Purchase Order or as agreed to be defined subsequently in terms of the Purchase Order.

A132. The decision of the Inspecting Authority or their representatives, as the case may be, on any question of the intent, meaning and the scope of Specifications / Standards shall be final, conclusive and binding on the Bidder/ Supplier / Contractor.

A133. The Bidder / Supplier / Contractor shall accord all facilities to Purchaser's Inspectors / Nominated Agency to carry out Inspection / Testing during course of manufacture / final testing.

**A140. RECEIPT INSPECTION BY MDL.**

A141. MDL shall carry out necessary inspection of the items on receipt, on the basis of an appropriate quality assurance system and inspection system requirements along with representative of the Owner. Any objection raised by MDL Quality Control Team against quality of materials or workmanship shall be satisfactorily corrected by the Contractor at his expense including replacement as may be required within shortest possible time within 30 days. Items damaged during transit shall also be rectified/replaced by the Contractor within shortest possible time, payment for which shall be made at mutually agreed rates.

**A150. REJECTION OF MATERIALS.**

A151. Should the articles, or any portion thereof of the equipment be found defective / rejected, the Bidder / Supplier / Contractor shall collect the same from the Purchaser's Stores, all incidental charges being borne by him (inclusive of Custom duty, if payable), within 30 days from the date of intimation to the Bidder / Supplier / Contractor of such rejection. The Purchaser reserves the right to dispose off the rejected items at the end of a total period of 90 days in any manner to the best advantage to the Purchaser and recover storage charges and any consequential damages, from sale proceeds of such disposal.

**A160. TECHNOLOGICAL DEVELOPMENTS / MODIFICATIONS**

A161. The Bidder / Supplier / Contractor shall unconditionally and free of cost to the Purchaser transfer information on technological developments / innovations / modifications which the Bidder / Supplier / Contractor would evolve in future (within 3 years) in relation to the supplied equipment. To enable this, the Purchaser's address shall be added to the Bidder / Supplier / Contractor's mailing list or database or any other document maintained for dissemination of product information and the Purchaser shall be informed of the action taken in this regard. If such improvements / modifications are brought in by the Bidder / Supplier / Contractor's Design Department in the course of manufacture of equipment ordered by the Purchaser, the Bidder / Supplier / Contractor shall incorporate such improved versions in the equipment without any extra cost to the Purchaser under Purchaser's prior consent.

A162. If the Purchaser be desirous of getting incorporated all post supply modifications / improvements arising out of technological developments to the original equipment supplied by the Bidder / Supplier / Contractor, the Bidder / Supplier / Contractor, shall quote for and carry out all such modifications to the equipment.

A163. Where the whole or a portion of the equipment has been specifically developed by the Bidder / Supplier / Contractor for the Owner and the latter would through the Purchaser be bearing the entire or part of the development cost incurred by the Bidder / Supplier / Contractor, the design rights for the whole or portion thereof, of the equipment as appropriate, shall vest in the Owners.

A164. Prior approval of the Owner should be obtained before similar articles are sold / supplied to any other party other than the Owner. If such approval is given and sale is effected, the Bidder / Supplier / Contractor shall pay to the Owner royalty at the rate mutually agreed to.

A165. The Sub-contractor / Supplier / Supplier shall continue to support the equipment for a minimum period of 20 years from the date of supply by making available spare parts and assemblies of the equipment supplied. Should the Sub-contractor / Supplier / Supplier decides to discontinue the

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product, for any reason whatsoever, adequate notice shall be given to the Purchaser / Owner to enable procurement of the requisite lifetime spares.

**A170. PURCHASER'S RIGHT TO ACCEPT ANY BID, PART OF BID AND TO REJECT ANY OR ALL BIDS.**

171. The Purchaser reserves the right to accept and or reject any or all tenders and or to withdraw the tender in toto and or award the contract / order in full or part to more than one Supplier / contractor without assigning any reason whatsoever and without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for MDL action.

**~~A180. BANK GUARANTEE / INSURANCE COVER FOR FREE ISSUE MATERIAL~~**

~~A181. The Bidder / Supplier / Contractor shall furnish Bank Guarantee / insurance Cover equivalent to the value of materials supplied by MDL free of cost valid up to the execution of the contract / delivery of material, inspected / accepted and receipt at MDL together with the material reconciliation statement whichever is later.~~

**A190. BIDDER'S RESPONSE IN CASE OF NO PARTICIPATION**

A191 The Sub-contractor / Supplier / Supplier shall inform the Purchaser in advance in case he is unable to participate in the tender for whatsoever reason. Failure to comply with this will be viewed seriously and consecutive three failures on the part of Sub-contractor / Supplier / Supplier to do so is liable for disqualification / debarring of the Sub-contractor / Supplier / Supplier from all future tender enquiries and or delisting from the list of 'Approved Registered Suppliers.

**A200. FACILITY PROVISION (Applicable only for Services)**

~~A201. The Purchaser would consider providing facilities like compressed air at one point, crange facility for handling heavy loads for lowering onto the ship and water intended for use by the Contractor / Bidder for execution of contract for working within the Purchaser's premises at no extra cost to the Contractor / Bidder. Industrial gases, electrical power, office space / RU store facility may be provided at one point only if possible and available and on chargeable basis if so desired by the Contractor / Bidder. The contractor / Bidder shall make his own arrangements for fixing necessary fittings, wires, welding machines, transformer, etc for power, connecting lines, storage etc for water and necessary fittings, pipes, breaker, hoses etc for compressed air.~~

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**Enclosure-14**

**STANDARD TERMS AND CONDITIONS (STACS)**

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

**102** The word '**Bidder/Supplier/Contractor**' means the person / firm / Company who undertakes to manufacture and/or supply and/or undertake work of any nature assigned by the Purchaser from time to time and includes its successors or assignees.

**103** The word '**Owner**' means the person or authority with whom Mazagon Dock Limited (Purchaser) has contracted to carry out work in relation to which orders are placed by the Purchaser on the **Bidder/Supplier/Contractor** under this contract for supply or manufacture of certain items and would include Department of Defence Production, Ministry of Defence, Government of India, the Indian Navy, the Coast Guard and any other specified authority.

**120 GENERAL**

121. UNLESS OTHERWISE INDICATED SPECIFICALLY BY THE BIDDER / CONTRACTOR IN HIS BID, IT SHALL BE CONSTRUED AS HIS ACCEPTANCE OF ALL THE CONDITIONS MENTIONED IN THIS STACS.

**200 COMMUNICATION & LANGUAGE FOR DOCUMENTATION**

201. Any letter, facsimile message, e-mail intimation or notice sent to the Bidder/Supplier/ Contractor at the last known address mentioned in the offer / order shall be deemed to be valid communication for the purpose of the order/contract. Unless stated otherwise by the purchaser, Language for communication & all documentation shall be same, which the Purchaser has used, in the tender enquiry.

**210. PURCHASER'S PROPERTY.**

211. All property (such as materials, drawings, documents etc) issued by the Purchaser or any other individual or firm on behalf of the Purchaser in connection with the contract shall remain confidential, being the property of the Purchaser and the Bidder/Supplier/Contractor shall undertake to return all such property so issued and will be responsible for any or all loss thereof and damage thereto resulting from whatever causes and shall reimburse the Purchaser the full amount of loss and damage.

212. On completion of work in any compartment / location of the purchaser's premises, the Bidder/Supplier/Contractor must ensure that the place is left in a reasonably clean state and all scrap is transferred to nearby scrap-bins.

**220. RISK PURCHASE**

221. If the equipment / article / service or any portion thereof be not delivered / performed by the scheduled delivery date / period, any stoppage or discontinuation of ordered supply / awarded contract without written consent by Purchaser or not meeting the required quality standards the Purchaser shall be at liberty, without prejudice to the right of the Purchaser to recover Liquidated Damages / penalty as provided for in these conditions or to any other remedy for breach of contract, to terminate the contract either wholly or to the extent of such default. Amounts advanced or part thereof corresponding to the undelivered supply shall be recoverable from the Contractor / Bidder at the prevailing bank rate of interest.

222. The Purchaser shall also be at liberty to purchase, manufacture or supply from stock as it deems fit, other articles of the same or similar description to make good such default and/or in the event of the contract being terminated, the balance of the articles of the remaining to be delivered there under. Any excess over the purchase price, cost of manufacture or value of any articles supplied from the stock, as the case may be, over the contract price shall be recoverable from the Bidder / Supplier / Contractor.

**230. RECOVERY-ADJUSTMENT PROVISIONS:**

231. Payment made under one order shall not be assigned or adjusted to any other order except to the extent agreed upon in writing by the Purchaser. During the currency of the contract, if any sum of money is payable by the Bidder / Supplier / Contractor the same shall be deducted from any sum then due or thereafter may become due to the Bidder / Supplier / Contractor under the contract or any other contract with the Purchaser.



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**240. ADDITIONAL BANK GUARANTEE**

~~241. In case after opening of price bid of technically cleared firms, it is noted that L-1 firm has quoted very low rates and indicates to withdraw from the tender then firm may be given tender holiday including intimation to other PSUs. If the rates quoted are less than MDL estimates by 40% or so and if the difference in rate between L1 and L2 is 30% or more then the firm will have to give additional BG for 20% of Freak Low Value as additional security. Bank charges for this additional BG shall be borne by MDL and reimbursed against proof of payment.~~

**250. INDEMNIFICATION**

~~251. The Bidder / Supplier / Contractor, his employees, licencees, agents or Sub-Supplier / Subcontractor, while on site of the Purchaser for the purpose of this contract, indemnifies the Purchaser against direct damage and/or injury to the property and/or the person of the Purchaser or that of Purchaser's employees, agents, Sub-Contractors / Suppliers occurring and to the extent caused by the negligence of the Bidder / Supplier / Contractor, his employees, licensees, agents or Sub-contractor by making good such damages to the property, or compensating personal injury and the total liability for such damages or injury shall be as mutually discussed and agreed to.~~

**260. TRANSFER OF SUPPLIERS / CONTRACTOR'S RIGHTS:**

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

**270. SUBCONTRACT & RIGHT OF PURCHASER**

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

**280. PATENT RIGHTS.**

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

**290. AGENTS/AGENCY COMMISSION:**

291. The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor/stockiest of original manufacturer of the stores referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommended to the Buyer or any of its functionaries, whether officially or unofficially, to the award of the Contract / Purchase order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this Contract / Purchase order, the Seller will be liable to refund that amount to the Buyer. The seller will also be debarred from participation in any RFQ/Tender for new projects/program with Buyer for a minimum period of five years. The buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and base rate of SBI plus 2% (for Indian Vendors). The Buyer will also have the right to recover any such amount from any contracts concluded earlier with Buyer.

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

301. The Bidder / Supplier / Contractor undertakes that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Purchaser or otherwise in procuring the contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract with the Purchaser for showing or forbearing to show favour or disfavour to any person in relation

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to the Contract or any other Contract with the Purchaser. Any breach of the aforesaid undertaking by the Bidder / Supplier / Contractor or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder / Supplier / Contractor) or the commission of any offence by the Bidder / Supplier / Contractor or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1980 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall entitle the Purchaser to cancel the contract and all or any other contracts with the Bidder / Contractor / Supplier and recover from the Bidder / Supplier / Contractor the amount of any loss arising from such cancellation. Decision of the Purchaser or his nominee to the effect that a breach of the undertaking has been committed shall be final and binding on the Bidder / Supplier / Contractor.

302. The Bidder / Supplier / Contractor shall not offer or agree to give any person in the employment of Purchaser any gift or consideration of any kind as "Inducement" or "reward" for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract/s. Any breach of the aforesaid condition by the Bidder / Supplier / Contractor or any one employed by them or acting on their behalf (whether with or without the knowledge of the Bidder / Supplier / Contractor) or the commission of any offence by the Bidder / Supplier / Contractor or by any one employed by them or acting on their behalf which shall be punishable under the Indian Penal Code 1980 and/or the Prevention of Corruption by Public Servants, shall entitle Purchaser to cancel the contract/s and all or any other contracts and then to recover from the Bidder / Supplier / Contractor the amounts of any loss arising from such contracts' cancellation, including but not limited to imposition of penal damages, forfeiture of Security Deposit, encashment of the Bank Guarantee and refund of the amounts paid by the Purchaser.

303. In case, it is found to the satisfaction of the Purchaser that the Bidder / Supplier / Contractor has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents / Agency Commission and use of undue Influence, the Bidder / Supplier / Contractor, on a specific request of the Purchaser shall provide necessary information / inspection of the relevant financial document / information.

**310. IMMUNITY OF GOVERNMENT OF INDIA CLAUSE**

311. It is expressly understood and agreed by and between M/s. (Bidder / Supplier / Contractor) and Mazagon Dock Limited, Dockyard Road, Mumbai - 400 010 (MDL) is entering into this Agreement solely on its own behalf and not on the behalf of any person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that MDL is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable of Laws of India and general principles of Contract Law. The (Bidder / Supplier / Contractor) expressly agrees, acknowledges and understands that MDL is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions and commissions, breaches or other wrongs arising out of the contract. Accordingly, (Bidder / Supplier / Contractor) hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue Government of India in any manner, claim, cause of action or thing whatsoever arising of or under this Agreement.

**320. EXPORT LICENCE**

321. The export licenses that may be required for delivery of the various items/equipment to MDL shall be arranged by the Bidder / Supplier / Contractor from the concerned authorities in their country without any time & cost implications on the Purchaser.

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

331. The Bidder / Supplier / Contractor declares that they being Proprietors / Directors / Partners have not been any time individually or collectively blacklisted or banned or delisted by any Government or quasi Government agencies or PSUs. If a bidder's entities as stated above have been blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualifying him.

**340. DUTY OF PERSONNEL OF SUPPLIER/SUPPLIER**

341. MDL being a Defence Public Sector Undertaking, Bidder / Supplier / Contractor undertakes that their personnel deployed in connection with the entrusted work will not indulge in any activities other than the duties assigned to them.

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**350. ARBITRATION**

351. Any dispute / differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations. Unresolved disputes/ differences, if any, shall be settled by Arbitration and the arbitration proceedings shall be conducted at Mumbai (India) in English language, under the Indian Arbitration and Conciliation Act, 1996. MDL may prefer to have arbitration through Institutes such as Indian Council of Arbitration (ICA)/Indian Merchant Chambers (IMC), in which case appointment of separate arbitrator by both sides and then appointment of third arbitrator will not be required.
352. In case of unresolved difference / dispute between Purchaser and Supplier, Purchaser being a Public Sector Enterprise, shall be referred by either party to the Department of Public Enterprises, as per extant guidelines (Any changes to arbitration clause must be vetted by CS & LE Deptt before incorporation in contract/PO).

**360. JURISDICTION OF COURTS**

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

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**TENDER NO. 1200003106**  
**PROCUREMENT OF B & D SPARES FOR HP AIR VENT VALVE (MA07-A) FOR BOAT 4 TO 6 OF P75**

**Enclosure-15**

**PROFORMA BANK GUARANTEE FOR SECURITY DEPOSIT**

(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 Security Deposit payable under the said order for the fulfilment and performance of the said order, We, ..... Bank having office at ..... (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) being **5%** of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non performance and non-fulfilment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.

2. We, ..... Bank further agree that the Purchaser shall be sole judge whether the said Contractor/Supplier has failed to perform or fulfil the said order in terms thereof or committed breach of any terms and conditions of the order and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Purchaser on account thereof and we waive in the favour of the Purchaser all the rights and 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 a such variation or extension being granted to the Contractor/ Supplier or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the Contractor/Supplier or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.

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

2. 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.

3. Notwithstanding anything contained herein above:

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

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

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

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

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

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

**NOTE:-**

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

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**Enclosure-16**

**PROFORMA BANK GUARANTEE FOR PERFORMANCE**

(ILLUSTRATIVE FORMAT)

(On Non-Judicial stamp paper of value Rs. 500/-)

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED (Formerly known as MAZAGON DOCK LIMITED) a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Purchaser" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers ..... a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its Registered office at .....(hereinafter called the Contractor/ Supplier which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for the supply, delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order and the Purchaser having agreed that the Contractor / Supplier shall furnish a security for the performance of the Contractor's / Supplier's obligations and/or discharge of the Contractor's / Supplier's liability in connection with the said order and the Purchaser having agreed with the Contractor/Supplier to accept a performance guarantee, We, .....Bank having office at ..... (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) being **10%** 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 fulfill 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

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dissolution.....

7. Notwithstanding anything contained herein above:

- i) Our liability under this guarantee shall not exceed Rs.....
- ii) This Bank Guarantee shall be valid upto and including .....; and
- iii) We are liable to pay the guarantee amount or any part thereof under this Bank

Guarantee only and only if you serve upon us a written claim or demand on or before  
..... (validity + --weeks from the date of expiry of this guarantee).

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

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

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

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

**NOTE:**

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

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Enclosure-17

**IRREVOCABLE DOCUMENTARY CREDIT**

FROM : [ISSUING BANK]  
TO : [SOFEMA BANK]  
40A Form of documentary credit :  
20 Transaction Reference number :  
Documentary Credit Number : [XXXXXXXX]  
31C Date of issue : XX/XX/XXXX  
31D Date and place of expiry date :  
51A Applicant Bank :  
50 Applicant Name & Address :  
59 Beneficiary Name & Address :  
32B Currency code, Amount : :  
41D Available with/by-name, address :  
42 C Drafts at :  
42 D Drawee :  
43P Partial Shipments  
Narrative :  
43T Transshipment  
Narrative :  
44A Loading on Board / Dispatch :  
44B for transportation to Narrative :  
44C Last Date of Shipment :  
45A Covering :  
46A Documents required :  
47A Additional conditions :  
71B Details of charges :  
49 Confirmation instructions :  
53D Reimbursing Bank  
Name & Address :  
78 Instructions to the Paying/  
Accepting Bank :  
.72 Sender to Receiver



**INTEGRITY PACT**  
**(On Company Letterhead)**

Mazagon Dock Shipbuilders Limited (MDL) hereinafter referred to as "The Principal/Buyer" And  
.....hereinafter referred to as "The Bidder/ Contractor"

Preamble

The Principal/Buyer intends to award, under laid down organizational procedures, contract/s for.....The Principal/Buyer values full compliance with all relevant laws of the Land and, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and /or Contractor(s).

In order to achieve these goals, the Principal/Buyer will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal/Buyer:

(1) The Principal/Buyer commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a) No employee of the Principal/Buyer, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b) The Principal/Buyer will during the tender process treat all Bidder(s) with equity and reason. The Principal/Buyer will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c) The Principal/Buyer will exclude from the process all known prejudiced persons.
- d) The Principal/Buyer undertakes to scrupulously follow the Purchase Manual containing Standard Terms & Conditions (STAC) and General Terms & Conditions (GT&C) in respect of procurement contracts for goods, services and civil works.

(2) If the Principal/Buyer obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal/Buyer will inform the Chief Vigilance Officer, MDL and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/Contractor(s):

(1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a) The Bidder(s)/Contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal/Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or any kind whatsoever during the tender process or during the execution of the contract
- b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to other, any information or document provided by the Principal/Buyer as part of the business relationship, regarding

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- plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All payments made to the Indian Agent/representative have to be in Indian Rupees only. Further details as mentioned in the "Guidelines of Indian Agents of Foreign suppliers" shall be disclosed by the Bidders(s)/Contractor(s). Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Enclosure-21a.
  - e) The Bidder(s)/Contractor(s) will when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - f) The Bidder (s)/Contractor(s), their agents, representatives shall not do such things so as to interfere with the procedures laid down in the Principal/Buyer's Purchase Manual containing the Standard Terms and Conditions (STAC) and General Terms and Conditions (GT&C) in respect of procurement contracts for goods, services and civil works.
  - g) The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlines above or be an accessory to such offences.

**Section 3 - Disqualification from tender process and exclusion from future contracts:**

If the Bidder(s)/Contractor(s) before contract award or during execution of contract has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility as Bidder(s) in question, the Principal/Buyer is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed for such reason, as per the procedure mentioned in the "Guidelines on Banning of business dealings" Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Enclosure-21b.

- 1) If the Bidder(s)/Contractor(s) has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal/Buyer is entitled also to exclude the Bidder(s)/Contractor(s) from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder(s) and the amount of the damage. The exclusion will be imposed for a minimum of six months and maximum of five years, which may be further extended at the discretion of the Principal/Buyer.
- 2) A transgression is considered to have occurred, if the Principal/Buyer after due consideration of the available evidence, concludes that no reasonable doubt is possible.
- 3) The Bidder (s) accepts and undertakes to respect and uphold the Principal/Buyer's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining legal advice.
- 4) If the Bidder(s)/Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Buyer may revoke the exclusion prematurely.

**Section 4 – Sanctions for Violation:**

- (1) Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the

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Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other Act enacted for the prevention of corruption shall entitle the Principal/Buyer to take all or any one of the following actions, wherever required –

- a) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder (s) would continue.
- b) The Earnest Money Deposit/Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the Principal/Buyer, and the Principal/Buyer shall not be required to assign any reason there for.
- c) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- d) To recover all sums already paid by the Principal/Buyer, in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Base Rate of SBI, and in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from the Buyer in connection with any other contract for any other Defence stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- e) To encash the advance Bank Guarantee and Performance Bond/Warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Principal/Buyer, along with interest.
- f) To cancel all or any other contracts with the Bidder.
- g) To debar the Bidder from entering into any bid from Principal/Buyer for a minimum period of five years, which may be further extended at the discretion of the Principal/Buyer.
- h) To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
- i) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder. The term 'close relative' for this purpose would mean spouse whether residing with the Principal/Buyer's employee/employees or not, but not include a spouse separated from the Principal/Buyer's employee/employees by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Principal/Buyer's employee/employees, but does not include a child or step child who is no longer in any way dependent upon the Principal/Buyer's employee/employees or of whose custody the Principal/Buyer's employee/employees has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Principal/Buyer's employee/employees or to the Principal/Buyer's employee/employees wife or husband and wholly dependent upon Principal/Buyer's employee/employees.
- j) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal/Buyer, and if he does so, the Principal/Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Principal/Buyer resulting from such rescission and the Principal/Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- k) In cases where Irrevocable Letters of Credit have been received in respect of any contract signed by the Principal/Buyer with the Bidder, the same shall not be opened.

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- (2) The decision of the Principal/Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the same Bidder can approach the Monitor(s) appointed for the purposes of this Pact.

**Section 5 - :**

- (4) The provisions regarding Sanctions for violation of Integrity Pact include forfeiture of Performance Bond in case of a decision by the Principal/Buyer to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.
- (5) No interest shall be payable by the Principal/Buyer to the Bidder(s) on Earnest Money/Security Deposit for the period of its currency.

**Section 6 - Previous Transgression:**

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public section enterprise in India that could justify his exclusion from the tender process.
- (2) If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or further action can be taken.

**Section 7 - Equal treatment of all Bidders/Contractor(s)/Subcontractors:**

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal/Buyer will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.
- (3) The Principal/Buyer will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

**Section 8 - Criminal charges against violation Bidder(s)/Contractor(s)/ Subcontractor(s):**

- (1) If the Principal/Buyer obtains knowledge of conduct of a Bidder, Contractor or subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or subcontractor which constitutes corruption or if the Principal has substantive suspicion in this regard, the Principal/Buyer will inform the same to the Chief Vigilance Officer, MDL.

**Section 9 - Independent External Monitor/Monitors:**

- (1) The Principal/Buyer appoints competent and credible independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman & Managing Director of the Principal/Buyer.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal/Buyer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- (4) The Principal/Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations, between the Principal/Buyer and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal/Buyer and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding

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- recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Monitor shall give an opportunity to the Bidder(s)/Contractor(s) to present its case before making its recommendation to the Principal/Buyer.
- (6) The Monitor will submit a written report to the Chairman & Managing Director of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the Principal/Buyer and, should the occasion arise, submit proposals for correcting problematic situations.
  - (7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the Board of Principal/Buyer.
  - (8) If the Monitor has reported to the Chairman & Managing Director of the Principal, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India and the Chairman & Managing Director of the Principal/Buyer has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
  - (9) The word 'Monitor' would include both singular and plural.

**Section 10 - Pact Duration:**

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract and for all other Bidders 06 months after the contract has been awarded. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged / determined by Chairman & Managing Director of the Principal/Buyer.

**Section 11 - Other provisions:**

- (1) This agreement is subject to Indian Law, place of performance and jurisdiction is the Registered Office of the Principal/Buyer, i.e. Mumbai. The Arbitration clauses provided in the main tender document/ contract shall not be applicable for any issue/dispute arising under this Integrity pact.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

**Section 12 – Fall Clause:**

“The Bidder undertakes that it has not supplied/is not supplying similar products/ systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the Bidder to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance of elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Principal/Buyer, if the contract has already been concluded.”

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For & on behalf of  
MAZAGON DOCK Shipbuilders LIMITED

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for & on behalf of  
Bidder/Contractor

(Office Seal)

(Office Seal)

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Place \_\_\_\_\_  
Date \_\_\_\_\_

Witness 1:

Witness 2:

(Name & Address)  
Address)

(Name &

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

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

**# Section 12 – “Fall Clause” to be mandatorily included as part of Integrity Pact in case of Single Tender/Single Nomination.**

**Annexure-A**

**GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**

1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with MDL shall apply for registration.

1.1 An agent shall represent only one Foreign Supplier and not represent two suppliers or quote on their behalf in the same tender.

However, either the Indian Agent on behalf of the Foreign Suppliers (also includes foreign manufacturers) or the Foreign Suppliers (also includes foreign manufacturers) directly could bid in a tender, but not both. In cases where an agent participates in a tender on behalf of one manufacturer, shall not quote on behalf of another manufacturer along with the first Manufacturer in a subsequent/parallel tender for the same item.

1.2 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by MDL.

1.3 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

**2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY.**

2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:

2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.

2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.

2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by MDL in Indian Rupees only.

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2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:

2.1.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by MDL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items .

2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by MDL. Besides this there would be a penalty of banning business dealings with MDL or damage or payment of a named sum.



**Annexure-B**

**GUIDELINES ON BANNING OF BUSINESS DEALINGS**

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**1. Introduction**

- 1.1 Mazagon Dock Limited (MDL), being a Public Sector Enterprise and 'State', within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. MDL as also to safeguard its commercial interests. MDL deals with Agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of MDL to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on MDL to observe principles of natural justice before banning the business dealings with any Agency.
- 1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

**2. Scope**

- 2.1 MDL reserves its rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation.
- 2.2 Similarly, in case of sale of material there is a clause to deal with the Agencies / customers / buyers, who indulge in lifting of material in unauthorized manner.
- 2.3 However, absence of such a clause does not in any way restrict the right of MDL to take action / decision under these guidelines in appropriate cases.
- 2.4 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
- 2.5 These guidelines apply to all the Divisions/Yards of MDL.
- 2.6 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.
- 2.7 The banning shall be with prospective effect, i.e., future business dealings.

**3. Definitions**

In these Guidelines, unless the context otherwise requires:

- i) 'Bidder / Contractor / Supplier / Purchaser / Customer' shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Bidder / Contractor / Supplier / Purchaser / Customer' in the context of these guidelines is indicated as 'Agency'.
- ii) 'Inter-connected Agency' shall mean two or more companies having any of the following features:
- a) If one is a subsidiary of the other.
  - b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;

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- c) If management is common;
- d) If one owns or controls the other in any manner; iii) ‘Competent Authority’ and ‘Appellate Authority’ shall mean the following:
  - a) Functional Director shall be the ‘Competent Authority’ for the purpose of these guidelines. CMD, MDL shall be the ‘Appellate Authority’.
  - b) CMD, MDL shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.
- iv) ‘Investigating Department’ shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.
- v) ‘List of approved Agencies – ‘Bidder / Contractors / Suppliers / Purchasers / Customers shall mean and include list of approved / registered Agencies - ‘Bidder / Contractors / Suppliers / Purchasers / Customers, etc.

**4. Initiation of Banning / Suspension**

Action for banning / suspension business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part. Besides the concerned department, Vigilance Department may also be competent to initiate such action.

**5. Suspension of Business Dealings**

- 5.1 If the conduct of any Agency dealing with MDL is under investigation by any department, the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.
- 5.2 The order of suspension shall be communicated to all Commercial Departmental Heads. During the period of suspension, no business dealing may be held with the Agency.

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- 5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of MDL, as a whole, to deal with such an Agency pending investigation, the Competent Authority may order suspension of business dealing with Agency and send his recommendation to Chief Vigilance Officer (CVO), MDL alongwith the material available, copy of which may be issued to the Agency concerned with intimation to CVO MDL. Such an order would operate for a period of six months from the date of issue.
- 5.5 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 5.6 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

**6. Ground on which Banning of Business Dealings can be initiated**

- 6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
- 6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or MDL, during the last five years;
- 6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;
- 6.4 If the Agency continuously refuses to return / refund the dues of MDL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
- 6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;
- 6.6 If business dealings with the Agency have been banned/blacklisted by Government Agencies/ Statutory bodies, DGQA, Defence Shipyards, DPSUs or with whom commercial transactions have been suspended for sufficient and justifiable reasons.

If the Agency having same promoters/Directors /Partners as the barred/blacklisted Company as at 6.6 above for the duration for which the barring/ blacklisting of sister concern persists.

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- 6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts;  
If the agency who had fraudulently dealt with the Company for pecuniary gains or had connived with dealing officers for mutual benefit.
- 6.8 If the Agency uses intimidation / threatening or brings undue outside pressure on the MDL or its official in acceptance / performances of the job under the contract;
- 6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
- 6.10 Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-despatch inspection was carried out by MDL or not;
- 6.11 Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the MDL or even otherwise;
- 6.12 Established litigant nature of the Agency to derive undue benefit;
- 6.13 Continued poor performance of the Agency in several contracts;
- 6.14 If the Agency misuses the premises or facilities of the MDL, forcefully occupies, tampers or damages the Company's properties including land, water resources, forests / trees, etc.

If the Agency who knowingly collude to defeat competition with the aim of deriving undeserved profit or gain from doing business with MDL.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

**7. Banning of Business Dealings**

- 7.1 Decision to ban business dealings with any Agency would apply throughout the Company.
- 7.2 There will be a Standing Committee to be appointed by the CMD which may include HOD of respective Commercial Section/Capital Works/OTS, HOD (M), rep of Legal Deptt. and OIC (SR&R) for processing the cases of "Banning of Business Dealings". The functions of the committee shall, inter-alia include:
- i) To study the report of the Investigating Agency and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.
  - ii) To recommend for issue of show-cause notice to the Agency by the concerned department.
  - iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
  - iv) To submit final recommendation to the Competent Authority for banning or otherwise.

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7.3 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.

**8 Removal from List of Approved Agencies - Suppliers / Contractors, etc.**

8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.

8.2 The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries but LTE may not be given to the Agency concerned.

8.3 Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

**9. Show-cause Notice**

9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or mis-behaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.

9.2 If the Agency requests for inspection of any relevant document in possession of MDL, necessary facility for inspection of documents may be provided.

9.3 The Competent Authority may consider and pass an appropriate speaking order:

- a) For exonerating the Agency if the charges are not established;
- b) For removing the Agency from the list of approved Suppliers / Contractors, etc.
- c) For banning the business dealing with the Agency.

9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

**10. Appeal against the Decision of the Competent Authority**

10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

**11. Review of the Decision by the Competent Authority**

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Any petition / application filed by the Agency concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Appellate Authority upon disclosure of new facts / circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the separate Standing Committee which may be constituted by Appellate Authority for examination and recommendation.

**12. Circulation of the names of Agencies with whom Business Dealings have been banned**

- 12.1 Depending upon the gravity of misconduct established, the Competent Authority may direct HOD (Materials)/OIC (SR&R) to circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.
- 12.2 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.
- 12.3 If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, MDL may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its interconnected Agencies.

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**Enclosure-19**

**Certificate of having received Weight, dimensions & corresponding volume**

This is to certify the Receipt of Weight, Dimensions & corresponding volume details for following items in reference to clause no. ....of MDL Purchase Order No..... dated.....

| Item Sr. as per P.O. | Item Description | Received Weight, Dimension & volume details |
|----------------------|------------------|---|
| 100                  |                  | Yes / No                                    |
| 200                  |                  | Yes / No                                    |
| So on                |                  | Yes / No                                    |
|                      |                  |   |
|                      |                  |   |

**Note: This certificate will be issued by authorised person from Design-EY Department of MDL via Fax after receipt of above data from the supplier**

Date:

For and on behalf of

Mazagon Dock Shipbuilders Limited

Signature:

Name:

Designation:

Department: Design-EY



**TENDER NO. 1200003023**  
**PROCUREMENT OF BASE & DEPOT SPARES FOR Antenna AS330 (SM4 TO SM6) OF P75**

**Enclosure-20**

**Certificate of having received Periodic Preservation / De-preservation Procedures**

This is to certify the Receipt of Preservation / De-preservation Procedures for following items in reference to clause no. ....of MDL Purchase Order No..... dated.....

| Item Sr. as per P.O. | Item Description | Received Preservation / De-preservation procedures |
|----------------------|------------------|--|
| 100                  |                  | Yes / No   |
| 200                  |                  | Yes / No   |
| So on                |                  | Yes / No   |
|                      |                  |  |
|                      |                  |  |

**Note: This certificate will be issued by authorised person from Design-EY Department of MDL via Fax after receipt of above data from the supplier**

Date:

For and on behalf of  
Mazagon Dock Shipbuilders Limited

Signature:  
Name:  
Designation:  
Department: Design-EY

**TENDER NO. 1200003023**  
**PROCUREMENT OF BASE & DEPOT SPARES FOR Antenna AS330 (SM4 TO SM6) OF P75**

**Enclosure-21**

**Shelf Life Details of Items**  
(To be submitted by bidder along with offer)

| Item Sr. No. | Item Description | Part No. | Shelf Life Period | Remarks with respect to relevant storage conditions |
|--------------|------------------|----------|-------------------|---|
| 100          |                  |          |                   |   |
| 200          |                  |          |                   |   |
| So on..      |                  |          |                   |   |

**Notes: Supplier shall ensure that:-**

- a. **Minimum 80% residual Shelf Life is available to MDL at the time of delivery.**
- b. **Date of Manufacture & Date of Expiry are indicated on the product as well as in the packing list of shelf life items.**

For and on behalf of

COMPANY'S NAME & ADDRESS:

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-----  
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SIGNATURE :  
DATE :  
NAME :  
DESIGNATION :  
SUPPLIER'S COMPANY SEAL:

**TENDER NO. 1200003023**  
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**Enclosure-22**

**Format for Initial Validity & Periodicity of Calibration**

| Item Sr.<br>as per<br>P.O. | Item Description | Part No. | Validity Period of Calibration<br>at the time of delivery | Frequency of Calibration |
|----------------------------|------------------|----------|---|--------------------------|
| 100                        |                  |          |   |                          |
| 200                        |                  |          |   |                          |
| So on                      |                  |          |   |                          |
|                            |                  |          |   |                          |
|                            |                  |          |   |                          |

For and on behalf of

COMPANY'S NAME & ADDRESS:

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

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

**Format of Draft End User certificate (EUC)**

**TENDER NO. 1200003023**  
**PROCUREMENT OF BASE & DEPOT SPARES FOR Antenna AS330 (SM4 TO SM6) OF P75**

**Enclosure-24**

**Declaration of Compliance of Order (Public Procurement No.4) dtd 23 Feb 2023 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.4) dtd 23 Feb2023 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.4) dtd 23 Feb 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 and does not have any specified Transfer of Technology (ToT) from such a country / is from such a country or if having specified ToT from such country, has been registered with the Competent Authority (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 certify that M/s .....(name of bidder entity) **is not from such a country or, if from such a country, has been registered with the Competent Authority (strike out whichever is not applicable)** and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]
- 5) 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 18 of the Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

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

**Seal / Stamp of Bidder**

**TENDER NO. 1200003023**  
**PROCUREMENT OF BASE & DEPOT SPARES FOR Antenna AS330 (SM4 TO SM6) OF P75**

Enclosure-25

LMS FORMAT

| Sr. no. | Propack Code | B&D Spare Description (60 characters only) | Main Equipment model No | Main Equipment Description | OEM NAME<br>OEM details to be given and not that of the Firm/Shipyard supplying equipment | OEM Address<br>- To include Tele Numbers & E-mail Ids | OEM Part Number (Old) As per Equipment Technical Manual (24 characters only) | OEM Part Number As per ILMS Data Provided for SM-1 to SM-3 (if applicable) | Supplier's Part Number (Current) If different from Column H | OEM Part Number (Current) If different from Column H, I and J | Consumable/ Repairable/ Permanent (CRP) category | VED Category (Under 10% - Vital Under 20% - Essential Under 80% - Desirable) | EASK Type (Complete Equipment - E Assembly - A Sub-Assembly - S Spare Part - K) | Component Number of Part Identification List(PIL) / Drawing Reference & Details of Items | Numbers in each equipment-Applicable for assembly, sub-assembly & Below | Quantity OBS | Qty B&D for 3SM/5yrs | SI Unit (eg. Kg, m, No. etc) | PRICE IN CURRENCY | PRICE REFERENE (WITH COPY) |
|---------|--------------|--|-------------------------|----------------------------|---|---|--|--|---|---|--|--|---|--|---|--------------|----------------------|------------------------------|-------------------|----------------------------|
| 10      |              |  |                         |                            |   |   |  |  |   |   |  |  |   |  |   |              |                      |                              |                   |                            |
| 20      |              |  |                         |                            |   |   |  |  |   |   |  |  |   |  |   |              |                      |                              |                   |                            |
| So on   |              |  |                         |                            |   |   |  |  |   |   |  |  |   |  |   |              |                      |                              |                   |                            |
|         |              |  |                         |                            |   |   |  |  |   |   |  |  |   |  |   |              |                      |                              |                   |                            |
|         |              |  |                         |                            |   |   |  |  |   |   |  |  |   |  |   |              |                      |                              |                   |                            |
|         |              |  |                         |                            |   |   |  |  |   |   |  |  |   |  |   |              |                      |                              |                   |                            |
|         |              |  |                         |                            |   |   |  |  |   |   |  |  |   |  |   |              |                      |                              |                   |                            |
|         |              |  |                         |                            |   |   |  |  |   |   |  |  |   |  |   |              |                      |                              |                   |                            |
|         |              |  |                         |                            |   |   |  |  |   |   |  |  |   |  |   |              |                      |                              |                   |                            |
|         |              |  |                         |                            |   |   |  |  |   |   |  |  |   |  |   |              |                      |                              |                   |                            |
|         |              |  |                         |                            |   |   |  |  |   |   |  |  |   |  |   |              |                      |                              |                   |                            |
|         |              |  |                         |                            |   |   |  |  |   |   |  |  |   |  |   |              |                      |                              |                   |                            |
|         |              |  |                         |                            |   |   |  |  |   |   |  |  |   |  |   |              |                      |                              |                   |                            |
|         |              |  |                         |                            |   |   |  |  |   |   |  |  |   |  |   |              |                      |                              |                   |                            |
|         |              |  |                         |                            |   |   |  |  |   |   |  |  |   |  |   |              |                      |                              |                   |                            |
|         |              |  |                         |                            |   |   |  |  |   |   |  |  |   |  |   |              |                      |                              |                   |                            |