



निविदा पूछताछ  
TENDER ENQUIRY

[सीमित निविदा]  
[LIMITED 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	1200003245	विभाग/Department	EY COMMERCIAL
क्रय अधिकारी/Purchase Exec.	VIPIN KUMAR GUPTA	क्रय अधिकारी/Purchase Exec.	VIPIN KUMAR GUPTA
सेवा में /To		दूरभाष सं./Telephone No	23763570
		फैक्स सं./Fax No	23741386
		ई-मेल/E-Mail	vkgupta@mazdock.com
दूरभाष सं./Telephone		निविदा सं./Tender No	1200003245
फैक्स सं./Fax		निविदा तिथि/ Tender Date	03.06.2024
ई-मेल/E-Mail		निविदा बंद की तिथि/Tender Closing Date	03.07.2024
		निविदा बंद होने का समय/Tender Closing Time	12:00:00
		आरएफक्यू सं./RFQ No	2050002982

निविदा शुल्क/Tender Fee	रु/Rs	0.00
बयाना राशि/EMD Amount	रु/Rs	0.00
पुर्व बिड बैठक तिथि और समय/Pre Bid Meeting Date & Time		,00:00:00
निविदा खोलने की तिथि और समय/Tender Opening Date & Time		03.07.2024,15:00:00
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		5.00 %आदेश मूल्य का/PO value

( आगे के विवरण हेतु कृपया सम्बद्ध 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 TOOLS AND SPARES FOR BOAT 6 OF PROJECT P75.  
माझगाँव डॉक शिपबिल्डर्स लिमिटेड प्रतिष्ठित/संभावित आपूर्तिकर्ताओं से निम्न हेतु, प्रतियोगितात्मक दो बोली प्रणाली में ( भाग - I तकनिकी - वाणिज्य बोली एवं भाग II मूल्य बोली ) बोली आमंत्रित करती है।  
Mazagon Dock Shipbuilders Limited (MDL) invites Competitive – Bid from reputed Supplier for the following in TWO BID system ( Part - I Techno - Commercial Bid & Part - II Price Bid ).

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
00010	सामग्री सं./ Material Number :- 350000000000035204 Echo simulator HXOS IV (HF only), RN No: सामग्री वर्णन/Material Description :Echo simulator HXOS V, RN No: 69901048 TOOL_CS_34 WARTSILA Delivery List Reference:- 846018001	1 Number	30.06.2024

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
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	<p>Label on cardboard box:- 846018001</p> <p>Contents the following items,</p> <ol style="list-style-type: none"> <li>1. Portable Simulator HXOS s/n 60</li> <li>2. Pulse Test cable (input connector)</li> <li>3. Trigger test cable (with 3 crocodile pliers)</li> <li>4. Sealed envelop with Technical Documents</li> <li>5. Users manual</li> <li>6. Calibration certificate</li> <li>7. Power supply cable &amp; adapters</li> <li>8. Portable bag</li> <li>9) Transducer cable no HXVTRC/101</li> <li>10) F/N-HXV_ECC/100 Sr. No. 60, Part No. 846018001</li> <li>11) TR 15RA150-26E13-Gy-Bk</li> </ol>		
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00020	<p>सामग्री सं./ Material Number :- 350000000000035235 WK12 Dummy load, TOOL_CS_118</p> <p>सामग्री वर्णन/Material Description :1) WK12 Dummy load, TOOL_CS_118, RN/Part NO :- 588798001, qty - 1 no 2) Cable UT 3000 / WK 12, RN/Part NO :- 565851966, qty - 1 no 3) Multi contact ELAC 588798001, RN/Part no - RS313-0968, qty - 16 nos 4) User manual for UWT dummy load, RN/Part no - TUS.SAS_65022906-000/K001-00000455528, qty- 1 no</p>	1 Number	30.06.2024
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नियम और शर्तें : भाग ए मे 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

**Mazagon Dock Shipbuilders Limited**  
**(Submarine Division)**

TENDER NO: **EY/CD/VKG/1200003245**

**LIMITED TENDER**

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

**MAZAGON DOCK SHIPBUILDERS LTD (Purchaser / Buyer)** INVITES COMPETITIVE BID through E-tender in **TWO BID SYSTEM** for the following services from **Limited Nominated Vendors**. This is a **Limited Tender**.

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

**Tender opening:** Tender will be opened immediately after the tender closing date and time through E-procurement portal. Bidders can view details of quotation received against tender after tender opening on e-procurement website.

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

**SUBJECT: - PROCUREMENT OF TOOLS AND SPARES FOR BOAT 6 OF PROJECT P75.**

<b>1.</b>	<b>Description:</b> <b>PROCUREMENT OF TOOLS AND SPARES FOR BOAT 6 OF PROJECT P75.</b> Scope of Supply is as per Enclosure-1
<b>2.</b>	<b>Instructions to the bidder:</b> i. Before submitting the bid please visit our website for any change in tender closing date or any other notice. ii. Bidder should submit all documents strictly through E-tender.
<b>3.</b>	<b>Validity Period:</b> Bids / Offers shall have a validity period of <b>180 Days</b> from the tender closing date. A bid valid for a shorter period will be liable for rejection.
<b>4.</b>	<b>Submission of offer in Two Bid System through E-tender: -</b> Offer must be uploaded on E-procurement portal and scanned copies of the below mentioned documents to be attached:
	<b>A. PART-I: - TECHNICAL BID:</b> This Technical Bid will be opened immediately after the closing date/extended closing date. <b>Soft Copies/Scanned Copies of below mentioned documents/details are to be uploaded on E-procurement portal:</b> a) Bidder's Statement on their Company Letterhead indicating Tender No, Tender Date, confirming compliance and acceptance on the Scope of Supplies and other Terms and Conditions as included in this tender enquiry, duly signed, stamped and dated by bidder's authorized person(s). b) Bidder to submit acceptance on clauses of Tender Enquiry Form (TEF), General Conditions of Contract (GCC) as 'ACC or DEV' as applicable for each of the clause at <b>tender (Enclosure-02, 03 respectively)</b> . c) Price schedule BLANKING the PRICES but clearly indicating 'QUOTED / UNQUOTED' as applicable against the listed item in the prescribed format of e - tender. ( <b>Enclosure-01</b> ).

	<p>d) Deviation Sheet in the prescribed format (<b>Enclosure-04</b>) in case of any deviations from Terms, Conditions &amp; Technical requirements specified in the STACS, Tender Enquiry &amp; GT&amp;C.</p> <p>e) Bidder to submit their complete Bank details for payment.</p> <p>f) Check List duly filled (<b>Enclosure-5</b>).</p> <p>IMPORTANT NOTE: - Bidder to ensure that the un-priced bid formats submitted in sub-para (c) above contains EXACTLY IDENTICAL TEXT &amp; MATTER as that of Price Bid Formats of Part-II BUT stating 'QUOTED' OR 'NOT QUOTED' in place of price values.</p> <p><b>B. PART II: PRICE BID</b></p> <p>a) This should contain only the PRICES (Rate Sheet) for items quoted strictly in the prescribed format provided with the tender at <b>Enclosure-01</b>. After completion of Techno-commercial scrutiny, price bid (PART-II) will be opened and intimation will be forwarded accordingly.</p> <p>b) Prices mentioned/specified in any other format will not be considered for evaluation.</p> <p>c) Bidder must mention the Currency for each line item.</p>
5.	<p><b>Bid Rejection Criteria</b></p>
	<p><b>A. Categorical Rejection Criteria</b></p> <p>The following conditions / deviations are non-negotiable and therefore any bid falling under these conditions / deviations shall be summarily rejected. Bidders to note that they shall not be provided any opportunity to rectify these conditions / deviations post bid opening</p> <ol style="list-style-type: none"> <li>i. Bidders who are debarred under PPP MII order 2017, GeM, CPPP including tender holiday issued by MDL.</li> <li>ii. Bids received after tender closing date and time.</li> <li>iii. Bids received other than through e-portal.</li> </ol>
	<p><b>B. Liable for Rejection Criteria</b></p> <p>Non-compliance/non-acceptance to any of the terms and conditions of the tender other than following shall render the bid liable for rejection:</p> <ol style="list-style-type: none"> <li>a) Bidder's failure to submit sufficient or complete details, in case of deficiencies noticed for evaluation of bids.</li> <li>b) Incomplete / misleading / ambiguous bids in the considered opinion of TNC / CNC.</li> <li>c) Bid with technical requirements and / or terms not acceptable to MDL / Customers / External agency nominated as applicable.</li> <li>d) Unreasonably longer delivery period / completion schedule quoted by the firm.</li> <li>e) Validity period indicated by bidder is shorter than that specified in the Tender enquiry.</li> <li>f) Prices quoted with any mismatch in the quoted rates (words &amp; figures).</li> <li>g) Bidder not agreeing to furnish Performance cum Security Bank Guarantee for equipment supplied / services rendered or not agreeing for retention of equivalent amount by MDL up to the period till completion of contractual and guarantee / warranty obligations.</li> <li>h) Bids received in any form other than E- Portal will be categorically rejected.</li> <li><del>i) Bids received without Integrity Pact duly signed by the bidder on each page.</del></li> <li>j) Non-submission of compliance certificate w.r.t Land Border Clause as per <b>Enclosure-06</b> (Restrictions under Rule 144(xi) of the General Financial Rules (GFRs), 2017)</li> </ol>
6.	<p><b><u>Delivery/completion Period / Contract Period /Completion Schedule:</u></b></p> <ol style="list-style-type: none"> <li>i. Firm shall deliver items with receivables within 12 weeks from date of Purchase order placement to MDL on Door Delivery basis.</li> <li>ii. Bidder is requested to quote acceptance of the delivery period in the offer. Delayed deliveries beyond stipulated delivery period shall attract LD as per tender terms.</li> <li>iii. Delivery/completion date mentioned in the RFQ is tentative date. Delivery/completion date mentioned in PO will be final.</li> <li><del>iv. Ready for shipment (RFS) to be forwarded on following email id's 15 days before dispatch of item on CIP Mumbai basis.</del></li> </ol> <p>Note: Delivery/completion date to be considered for the purpose of Liquidated Damages (if any) will be the date of delivery of items to MDL on Door Delivery basis. You are requested to confirm the delivery/completion schedule in the offer. In case the proposed delivery/completion schedule is unable to achieve, you shall submit minimum delivery/completion lead time from date of placement of order.</p>
7	<p><b><u>Inspection:</u></b></p> <p><b>Receipt Inspection:</b> Firm shall submit technical manual &amp; COC for Inspection. MDL &amp; SOT(MB) shall carry out necessary inspection of the items on receipt. Any objection raised by MDL Quality Control Team against quality</p>

	<p>of materials or workmanship shall be satisfactorily corrected by the firm at his expense including replacement as may be required within shortest possible time. Items damaged during transit shall also be rectified / replaced by firm within shortest possible time, payment for which shall be made at mutually agreed rates.</p> <p><b>Acceptance Criteria:</b> GRN to be cleared by MDL &amp; SOT(MB) Firm shall submit technical manual &amp; COC for Inspection.</p>
<b>8.</b>	<p><b>Pricing:</b></p> <p>i. The quoted prices shall remain firm and fixed during the currency of the order / contract unless agreed otherwise by MDL. Bidder shall quote the prices in the Rate Sheet Format provided in tender.</p> <p>ii. Bidder shall quote the prices for services indicated / listed in the tender enquiry for execution of the services complying with the terms and conditions indicated at the Scope of Work (<b>Enclosure 1</b>).</p> <p>iii. Taxes, Duties and levies shall be indicated separately, if applicable.</p>
<b>9.</b>	<p><b>Terms of Payment</b></p> <p><b><i>"No advance payment is allowed for this Tender. In case bidder is quoting Advance Payment then their offer will be summarily rejected."</i></b></p> <p>Amount due for payment after deductions towards LD if any will be released by bank transfer (SWIFT) within 15 to 20 days on acceptance of the item and on submission of following documents: -</p> <p>a) Original + Two copies of Tax Invoice b) Copy of Warranty Certificate c) Certificate of Conformity (COC) d) Packing list.</p> <p>Bidder is requested to provide details of their bank account viz. Bank Name and address, RIB, IBAN &amp; BIC in the offer as well as in Invoice.</p>
<b>10.</b>	<p><b>Guarantee/ Warranty</b></p> <p>i. The items are to be warranted for the period of 36 months from date of delivery of items to MDL on Door Delivery basis. The bidder will have to rectify any defect noticed during warranty period at no extra cost to MDL.</p> <p>ii. The bidder shall warrant that the items supplied under the order, shall be free from all defects related to design, manufacturing or performance deficiencies and is consistent with established and generally accepted standards for such supplies, in full conformity with the specifications / drawings.</p> <p>iii. If within the above mentioned period, the item(s) supplied in the opinion of MDL is found to be defective in workmanship and/or due to faulty materials, MDL shall have the right to advise you to rectify / replace in whole or in part, at your expenses and to the entire satisfaction of MDL.</p> <p>iv. If within the period of warranty, the goods are reported by the Buyer to have failed to perform as per the specifications, the SELLER shall either replace or rectify the same free of charge, maximum within 45 days of notification of such defect received by the SELLER, provided that the goods are used and maintained by the BUYER as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration. Record of the down time would be maintained by user in log book. Spares required for warranty repairs shall be provided free of cost by SELLER.</p> <p>v. The SELLER also undertakes to diagnose, test, adjust, calibrate and repair / replace the goods /equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the BUYER and the SELLER. SELLER hereby warrants that necessary service and repair back up during the warranty period of the equipment shall be provided by the SELLER and he will ensure that the downtime is within 3% of the warranty period at any one time and not exceeding a cumulative period of 3% of the warranty period.</p> <p>vi. In case the repairs of an item under warranty are to be carried out at the SELLER's premises, the item to be repaired shall be sent to the SELLER's premises by the BUYER, appropriately packed, at the cost of the SELLER. The mode of freight shall be decided by the SELLER so as not to affect the construction schedule of the Submarine. Repaired parts shall be entitled to the residual warranty period as the original part or six months whichever is later. Replaced part shall enjoy the same provision of warranty as the original one.</p>
<b>11.</b>	<p><b>Performance Security (Performance Bank Guarantee cum Security Deposit):</b></p>

	<p>Bidder shall submit Performance Security {Performance Bank Guarantee (PBG) cum Security Deposit (SD)} for an amount of 5% (Five per cent) of the Contract/Order value excluding taxes, duties, freight etc. in the form of NEFT/ Demand Draft / Pay order / Bank Guarantee / Insurance Security Bond / e-Bank Guarantee in favour of Mazagon Dock Shipbuilders Limited, Mumbai from the list of Banks approved by SBI / Canara Bank published on MDL website as per MDL standard format at <b>Enclosure-7</b> within 25 days after notification of the award of contract and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.</p> <p>Security Deposit will be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.</p> <p>Non-submission or late submission of Security Deposit:</p> <p>(i) MDL may at their discretion cancel the order and invoke risk purchase clause.</p> <p>(ii) If MDL does not cancel the order, then interest will be recovered on the Security deposit amount for the late submission of Security deposit at the rate of interest i.e. SBI BPLR plus 2% in case of Indigenous bidders &amp; EUROBOR/LIBOR plus 2% in case of foreign bidders declared by Indian Nationalized Bank State Bank of India for that quarter</p>
<b>12</b>	<b><u>Taxes &amp; Duties</u></b>
	<p>i. All taxes / duties / levies / fees of any kind whatsoever and any taxes thereon, and penalties in connection therewith and any other similar charges, levied by any Government and / or other agencies, other than the Government of India or the Government of any State of India or any authority other than the Indian authority, under any legislation existing or future, in respect of this Contract or implementation thereof or any part thereof, (hereinafter referred to as Foreign Taxes) shall be borne and paid directly by the Seller. The Seller shall indemnify and keep harmless the Buyer against any claim on account of Foreign Taxes demanded from or paid by the Buyer. This, however, shall not apply to the personal income tax payable in Europe.</p> <p>ii. All taxes / duties / levies / fees of any kind whatsoever and any taxes thereon including withholding tax and penalties in connection therewith and any other similar charges, levied by Government of India or the Government of any State of India or any Indian authority, under any legislation existing or future, in respect of this Contract or implementation thereof or any part thereof, (hereinafter referred to as Indian Taxes) shall be borne and paid directly by the Buyer. The Buyer shall indemnify and keep harmless the Seller against any claim on account of Indian taxes demanded from or paid by the Seller or its subcontractors. This, however, shall not apply to the payment of personal income tax payable in India.</p> <p>iii. If at any time the Buyer is required by law to make any deduction or withholding from any payment due to the Seller under this Contract, the sum due from the Buyer in respect of such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Seller receives a net sum equal to the sum which it would have received, had no such deduction or withholding been required to be made. This, however, shall not apply to personal income tax payable in India.</p> <p>iv. The Seller shall apply to the concerned government authorities outside India for relief of double taxation with regards to taxes paid by the Buyer. In the event the Seller receives any amount on account of such application regarding relief of double taxation, effective whether by way of money remittance or by way of credit to the effective tax liability of the Seller, the Seller shall forthwith remit such amount to the Buyer after the assessment has become final and effective under respective government tax law.</p> <p>v. In addition, the Buyer and the Seller shall provide to the other Party, at request, the documents and relevant information relating to the payment of tax to the tax authorities. This, however, shall not apply to personal income tax payable in India or in Europe.</p> <p>The Seller shall submit Tax Residency Certificate on request of the Buyer.</p>
<b>13.</b>	<p><b><u>Free Issue Material Bank Guarantee (FIMBG):</u></b></p> <p>In case the materials supplied by bidder are reported to be defective / non-compliant with ordered specifications, after it's receipt in MDL or during warranty period, for which the payments have already been made by MDL to the firm, then the firm is required to submit Free Issue Material Bank Guarantee (FIMBG) in the prescribed format at <b>Enclosure-8</b> and FIMBG should be submitted within 15 days from intimation of the non-conformity of items by MDL. The value of FIMBG shall be equivalent to the value of material paid by MDL to the firm with adequate</p>

	<p>validity till completion of corrective action such as rework/ replacement of the rejected items. Such rejected materials to be taken back by firm and after re-work/replacement must be delivered to MDL on door delivery basis at no cost what-so-ever to MDL.</p>
14.	<p><b>Liquidated Damages:</b> 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/completion schedule mentioned in PO. 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 percent) per week or part thereof, subject to maximum of 5% of the undelivered /unfinished portion of the order/ contract.</p> <p><b>Note:</b> i) Delay in delivery will be calculated from date of delivery of items to MDL on Door Delivery basis. <del>ii) Ready for shipment (RFS) to be forwarded on following email id's 15 days before dispatch of item on CIP Mumbai basis.</del></p>
15.	<p><b>Deviations:</b> 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 &amp; time. Bidder shall abide by all the clauses of Tender Enquiry Form (T.E.F), GCC Acceptance formats as per <b>Enclosures 2 &amp; 3</b> respectively contained therein should be properly filled, signed by the bidder &amp; submitted along with the offer. The bidder also hereby confirms acceptance compliance to the Scope of Supply (<b>Enclosure-01</b>) and other Enclosures attached herewith.</p> <p>The bidder shall also abide statutory requirements, Official Secret Act 1923. 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 (<b>Enclosure-04</b>) indicating all relevant details such as Number &amp; 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.</p> <p><b><u>Bidder(s) to also note that deviations taken by them if any, but not appearing or listed in the Deviation sheet (Enclosure-06) format WILL NOT BE CONSIDERED LATER BY MDL.</u></b></p>
16.	<p>Govt 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.</p> <p>A) Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if bidder is registered with the Competent Authority. 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 <b>Enclosure-6</b> towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.</p> <p>B) "Bidder" (including the term 'tenderer', 'consultant' 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.</p> <p>C) "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order (Public Procurement No.4) means-</p> <p>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</p>

	<p>g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above</p> <p>D) "Beneficial owner" for the purpose of above paragraph (C) will be as under:</p> <p>(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.</p> <p>Explanation-</p> <p>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;</p> <p>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;</p> <p>(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;</p> <p>(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;</p> <p>(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;</p> <p>(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.</p> <p>D) "Agent" is a person employed to do any act for another, or to represent another in dealings with third persons.</p>
17.	<p><b><u>Breach of Obligation clause with respect to Bid submitted:</u></b></p> <p>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,</p> <p>a) Bidder has withdrawn / modified / amended / impaired / derogated from the tender during the period of bid validity.</p> <p>b) Bidder fails or refuses to execute the contract upon notification of acceptance of bid by the purchaser during the period of bid validity.</p>
18.	<p><b><u>Modifications to the Bids:</u></b> -</p> <p>Bidder desirous of submitting modified bids prior to the closing date &amp; time may do so by submitting revised bid not later than the deadline for submission of bids.</p>
19.	<p><b><u>Public Grievance Cell:</u></b></p> <p>A Public Grievance Cell headed by ED(Tech), Mr R.R.Kumar has been set up in the Company. Members of public having complaints or grievances are advised to contact him on Wednesday between 10.00 hours and 12.30 hours in his office on 3rd floor, Mazdock House or send their complaints / grievances to him in writing for redressal. His Telephone No. is 022 23723426 Extn. 3512</p>
20.	<p>The bidder also hereby confirms acceptance and compliance of the Scope of Supply and all other enclosures attached herewith. The bidder hereby confirms that any deviation taken have been recorded / listed in a separate sheet(s) indicating all relevant details such as Number and description of the clause, reasons of deviation and suggested alternatives in the following format and submitted in the Bid of the offer and only these deviations thus recorded and submitted need to be considered by MDL for evaluation of the bids. BIDDER TO ALSO NOTE THAT DEVIATIONS TAKEN BY THEM IF ANY BUT NOT APPEARING OR LISTED IN THE FOLLOWING FORMAT OF THE DEVIATION SHEET AS SUBMITTED AS A PART OF THE BID BUT LISTED ELSEWHERE WILL NOT BE CONSIDERED BY MDL. Bidder shall abide by all Standard Terms and Conditions of Supply (STACS), GT&amp;C, and Acceptance formats as per Enclosures contained therein should be properly filled, signed and returned by the bidder along with the Bid. The bidder shall also abide statutory requirements, Official Secret Act 1923 and Safety Clause. In the event we do not receive the Acceptance Formats duly filled Signed &amp; Stamped it shall be Presume that all Tender Terms &amp; Condition mentioned herein are Acceptable by the Bidders. The contract will</p>



	be governed by STACS and General Terms and conditions while executing work. In case of discrepancy, clauses mentioned in Tender, Technical Scope and Rate sheet will override the clauses mentioned in other annexure including GCC.
21.	<b><u>Loading Criteria &amp; Ranking of Bids:</u></b> Items are separable & L1 bidder will be considered after loading for deviations mentioned as per format of loading criteria where ever applicable. Deviations sought by the bidder in respect of tender terms such as Delivery, Payment terms etc shall be loaded on the bidder(s) quoted prices during price evaluation by MDL. An illustration of the loading criteria and Ranking of Bids that will be adopted is at Enclosure- 9. Among the equal bids, bidders with ISO 9000 series accreditation will receive priority over non-ISO bidders.
22.	<b><u>Consignee:</u></b> Officer-incharge, East Yard – Stores, Mazagon Dock Shipbuilders Ltd, Dockyard Road, Mumbai – 400010, INDIA
23.	MDL reserves the right to consider placement of Order / Contract in part or in full against the tendered quantity.
24.	MDL shall not be bound by any printed conditions or provisions in the sellers bid forms or acknowledgement of contract, invoices, packing list and any other documents which purport to impose any conditions at variance with the tender terms / final negotiated & accepted terms.
25.	Issue of Tender Enquiry Document: - The Tender Enquiry can be downloaded from our website <a href="http://www.mazdock.com">www.mazdock.com</a>
26.	In case of any clarifications, bidder to forward their queries on following email ids: <a href="mailto:vkgupta@mazdock.com">vkgupta@mazdock.com</a> , <a href="mailto:rshukla@mazdock.com">rshukla@mazdock.com</a> . Bidder is requested to contact the undersigned, before the closing date of the tender. We look forward to receive your most competitive and reasonable offer against this tender.
	Yours faithfully, <b>MAZAGON DOCK SHIPBUILDERS LIMITED</b> <b>Vipin Kumar Gupta, DM (C-EY)</b> (Purchase Executive) Extn- 022 2376 2620

## **(B) GENERAL CONDITIONS OF CONTRACT (GCC):**

The word 'Purchaser' refers to MAZAGON DOCK SHIPBUILDERS LIMITED, (MDL), a Company within the meaning of Companies Act, 2013 and it includes its successors or assignees.

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

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

Unless otherwise indicated specifically by the bidder / contractor in his bid, it shall be construed as his acceptance of all the conditions mentioned in this GCC.

1. **TENETS OF INTERPRETATION** (Applicable for Goods and Services) Unless where the context requires otherwise, throughout the contract:
  - (a) The heading of these conditions shall not affect the interpretation or construction thereof.
  - (b) Writing or written includes matter either whole or in part, in digital communications, manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal or digitally acceptable authentication, as the case may be.
  - (c) Words in the singular include the plural and vice-versa.
  - (d) Words importing the masculine gender shall be taken to include other genders, and words importing persons shall include any company or association or body of individuals, whether incorporated or not.

- (e) Terms and expression not herein defined shall have the meanings assigned to them in the Contract Act, 1872 (as amended) or the Sale of Goods Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended) or of INCOTERMS, (current edition published by the International Chamber of Commerce, Paris) as the case may be.
- (f) Any reference to 'Goods' shall be deemed to include the incidental Works/ Services also.
- (g) Any generic reference to GCC shall also imply a reference to TEF as well.
- (h) In case of conflict, provisions of TEF shall prevail over those in GCC.
- (i) Any reference to 'Contract' shall be deemed to include all other documents (inter-alia GCC, TEF).
- (j) Any reference to any legal Act, Government Policies or orders shall be deemed to include all amendments to such instruments, from time to time, till date.
- (k) Fall Clause shall be expressly applicable in the case of Rate Contract.

## 2. **LANGUAGE OF CONTRACT**

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

## 3. **GOVERNING LAWS AND JURISDICTION**

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

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

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

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

## 4. **CONFIDENTIALITY, SECRECY AND IPR RIGHTS**

### (a) **IPR Rights**

All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the contractor under this Contract shall become and remain the property of MDL and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without MDL's prior written consent. The contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to MDL, together with a detailed inventory thereof. The contractor may retain a copy of such documents and software but shall not use it for any commercial purpose.

### (b) **Confidentiality**

All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of MDL to the contractor, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of MDL and shall not, without the prior written consent of MDL neither be divulged by the contractor to any third party, nor be used by him for any purpose

other than the design, procurement, or other services and work required for the performance of this Contract. If advised by MDL, all copies of all such information in original shall be returned on completion of the contractor's performance and obligations under this contract.

(c) **Secrecy**

If the Contract declares the subject matter of this Contract as coming under the Official Secrets Act, 1923 or if the contract is marked as "Secret", the contractor shall take all reasonable steps necessary to ensure that all persons employed in any connection with the contract, have acknowledged their responsibilities and penalties for violations under the Official Secrets Act and any regulations framed thereunder.

(d) **Obligations of the contractor**

- (i) Without MDL's prior written consent, the contractor shall not use the information mentioned above except for the sole purpose of performing this contract.
- (ii) The contractor shall treat and mark all information as confidential (or Secret – as the case may) and shall not, without the written consent of MDL, divulge to any person other than the person(s) employed by the contractor in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract.
- (iii) Notwithstanding the above, the contractor may furnish to its holding company or its Subcontractor(s) such documents, data, and other information it receives from MDL to the extent required for performing the contract. In this event, the contractor shall obtain from such holding company/ Subcontractor(s) an undertaking of confidentiality (or secrecy – as the case may be) similar to that imposed on the contractor under the above clauses.
- (iv) The obligation of the contractor under sub-clauses above, however, shall not apply to information that:
  - (aa) The contractor needs to share with the institution(s) participating in the financing of the contract;
  - (ab) now or hereafter is or enters the public domain through no fault of Contractor;
  - (ac) can be proven to have been possessed by the contractor at the time of disclosure and which was not previously obtained, directly or indirectly, from MDL; or
  - (ad) otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality.
- (v) The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the contractor before the date of the contract in respect of the contract/ the Tender Document or any part thereof.
- (vi) The provisions of this clause shall survive completion or termination for whatever reason of the contract.

5. **PERMITS, APPROVALS AND LICENSES** (Applicable for Goods and Services)

Whenever the supply of Goods and incidental Services requires that the contractor obtain permits, approvals, and licenses from local public authorities, it shall be the contractor's sole responsibility to obtain these and keep these current and valid. Such requirements may include but not be restricted to export licence or environmental clearance if required. If requested by the contractor, MDL shall make its best effort to assist the contractor in complying with such requirements in a timely and expeditious manner, without any dilution of the Contractor's responsibility in this regard.

6. **TRANSFER OF TITLE OF GOODS** (Applicable for Goods)

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

any carrier in respect of non-delivery, short delivery, mis-delivery, loss, destruction, damage, or deterioration of the Goods entrusted to such carrier by the contractor for transmission to the consignee or the interim consignee as the case may be.

- (b) Provided that where, under the terms of the contract, the Goods are required to be delivered to an interim consignee for despatch to the consignee, the Goods shall be at MDL's risk after their delivery to the interim consignee.

## 7. **EXTENSION OF DELIVERY PERIOD**

- (a) If at any time during the currency of the contract, the contractor encounters conditions hindering timely delivery of the Goods and performance of incidental Works/ Services, he shall promptly inform MDL in writing about the same and its likely duration. He must make a request to MDL for an extension of the delivery schedule. On receiving the contractor's communication, MDL shall examine the situation and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages and with and without denial clause by issuing an amendment to the contract.

### (b) **Conditions for Extension of Delivery Period**

When the period of delivery is extended due to unexcused delay (Note: please ensure that unexcused delay is defined. Otherwise replace "unexcused delay" with the "delays attributable") by the contractor, the amendment extending the delivery period shall, inter alia, be subject to the following conditions:

#### (i) **Liquidated Damages**

MDL shall recover from the contractor, under the provisions of this clause, liquidated damages on the Goods and incidental Works/ Services, which the contractor has failed to deliver within the delivery period stipulated in the contract.

#### (ii) **Denial Clause**

(aa) No increases in price on account of any statutory increase in or fresh Imposition of GST, customs duty or on account of any other taxes/ duty/ cess/ levy), leviable in respect of the Goods and incidental Works/ Services stipulated in the said contract which takes place after the original delivery date, shall be admissible on such of the said Goods, as are delivered after the said date; and

(ab) Notwithstanding any stipulation in the contract for an increase in price on any other ground, including price variation clause or foreign exchange rate variation, or any other variation clause, no such increase after the original delivery date shall be admissible on such goods delivered after the said date.

(ac) Nevertheless, MDL shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, customs duty or on account of any other Tax or duty or any other ground as stipulated in the price variation clause or foreign exchange rate variation or any other variation clause which takes place after the expiry of the original delivery date.

### (c) **Liquidated damages**

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

## 8. **DEFAULTS, BREACHES & TERMINATION OF CONTRACT**

Termination due to Breach, Default, and Insolvency

### (a) **Defaults and Breach of Contract**

In case the contractor undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects MDL's rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults shall include inter-alia:

#### (i) **Default in Performance and Obligations**

If the contractor fails to deliver any or all of the Goods or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by MDL.

(ii) **Insolvency**

If the contractor is wound up or ceases to otherwise trade or is unable to pay its debts as and when they fall due or is otherwise subject to any insolvency procedure.

(iii) If a receiver or similar official is appointed overall or any of the assets of the contractor or a petition is presented for its winding up or it entered into a composition with its creditors;

**b) Notice for Default**

As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the contractor, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies.

**c) Terminations for Default**

(i) Notice for Termination for Default: In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per subclause above, MDL if so decided, shall by written Notice of Termination for Default sent to the contractor, terminate the contract in whole or in part, without compensation to the contractor.

(ii) Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to MDL after that.

Unless otherwise instructed by MDL, the contractor shall continue to perform the contract to the extent not terminated. All warranty obligations, if any, shall continue to survive despite the termination.

**d) Contractual Remedies for Breaches/Defaults or Termination for Default** If there is an unsatisfactory resolution within this period, MDL shall take one; or more of the following contractual remedies.

(i) Temporary withhold payments due to the contractor till recoveries due to invocation of other contractual remedies are complete.

(ii) Call back any loaned property or advances of payment, if any, with the levy of interest at the prevailing rate (MIBID - Mumbai Interbank Bid Rate).

(iii) Recover liquidated damages and invoke denial clause for delays.

(iv) Encash and/ or Forfeit performance or other contractual securities.

(v) Prefer claims against insurances, if any.

(vi) Terminate contract for default, fully or partially including its right for Risk and Cost Procurement as per following sub-clause.

(vii) **Risk and Cost Procurement**

In addition to termination for default, MDL shall be entitled, and it shall be lawful on his part, to procure Goods same to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the contractor. Such 'Risk and Cost Procurement' must be initiated (viz. AIP/PR/Tender) within six months from the termination of Contract. The Contractor shall be liable for any loss which MDL may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of MDL. (Note: deleted being contrary to law). (Note: No contractor would give security after the termination of the contract)

Note: Regarding the Goods which are not readily available in the market and where procurement difficulties are experienced, the period for making risk procurement shall be nine months instead of six months provided above.

Initiate legal proceedings in a for the recovery of the losses and damages, not addressable by the above means.

**9. CLOSURE OF CONTRACT**

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

10. **COMMUNICATION AND LANGUAGE FOR DOCUMENTATION**

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

11. **PRESERVATION AND MAINTENANCE**

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

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

12. **FREIGHT AND INSURANCE**. (Applicable for Goods)

(a) **For Indigenous Bidders**

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

(b) **For Foreign Bidders**

For overseas bidders, bidder shall agree for supplying the goods on CIF/CIP, Incoterm basis. The Bidder / Supplier / Contractor shall immediately on despatch of the items, inform all relevant details of despatch such as Order Number, Bill of Lading/AWB Number marked as Freight Paid, Insurance policy/document, number of packages, value of consignment, invoice number etc. as per contractual terms.

13. **DEMURRAGE** (Applicable for Goods)

Storage, and Demurrage, fines etc. charges will be payable by the Bidder / Supplier / Contractor for all shipments in case of improper documentation, wrong declarations, error in weight measurements, packing list, invoice, late receipt of documents etc. i.e. for reasons which are not attributable to the purchaser.

14. **CANCELLATION OF TENDER**

The Purchaser reserves the right to cancel/withdraw the tender in toto or part and or award the contract / order in full or part without assigning any reason whatsoever and without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for MDL action.

15. **PURCHASER'S PROPERTY.**

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

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

16. **REJECTION OF MATERIALS**

If the Goods, or any portion thereof of the equipment found defective / rejected, the Supplier / Contractor shall collect the same from MDL'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 Supplier / Contractor of such rejection. If not collected within 30 days, MDL shall recover storage charges @ 1 % per month maximum up to 5% of cost of rejected items. MDL reserves the right to dispose off the rejected items at

the end of a total period of six months in any manner to the best advantage to MDL and recover consequential damages maximum up to order value.

**17. RECOVERY-ADJUSTMENT PROVISIONS**

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.

**18. INDEMNIFICATION**

The Bidder / Supplier / Contractor, his employees, licences, agents or Sub-Supplier / Sub-contractor, while on site of the Purchaser for the purpose of this contract, indemnifies the Purchaser against direct damage and/or injury to the property and/or the person of the Purchaser or that of Purchaser's employees, agents, SubContractors / 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.

**19. TRANSFER OF SUPPLIERS / CONTRACTOR'S RIGHTS (Applicable for Goods and Services)**

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

**20. SUBCONTRACT AND RIGHT OF PURCHASER**

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.

**21. PATENT RIGHTS**

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.

**22. AGENTS/AGENCY COMMISSION**

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

The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward , fees, commission or consideration to such person, party, firm or institution , whether before or after the signing of this Contract / Purchase order, the Seller will be liable to refund that amount to the Buyer. The seller will also be debarred from participation in any RFQ/Tender for new projects/program with Buyer for a minimum period of five years.

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

The Buyer will also have the right to recover any such amount from any contracts concluded earlier with Buyer.

**23. USE OF UNDUE INFLUENCE / CORRUPT PRACTICES**

The Bidder / Supplier / Contractor undertakes that he has not used corrupt practices or used any undue influence which is not admissible as per Indian law to obtain contract/order or in doing any business with the purchaser.

If found that Bidder / Supplier / Contractor is involved in such wrong practices, then Purchaser is entitled to cancel the contract/s and all or any other contracts and then to recover from the Bidder / Supplier / Contractor the amounts of any loss arising from such contracts' cancellation, including but not limited to imposition of penal damages, forfeiture of Performance security, encashment of the Bank Guarantee and refund of the amounts paid by the Purchaser.

**24. IMMUNITY OF GOVERNMENT OF INDIA CLAUSE**

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

**25. EXPORT LICENCE (Applicable for Goods and Services)**

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

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

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

**27. DUTY OF PERSONNEL OF SUPPLIER/CONTRACTOR**

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.

**28. DISPUTE RESOLUTION MECHANISM AND ARBITRATION**

**(a) Dispute resolution mechanism(DRM)**

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



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

- (iii) In case no amicable settlement is arrived by (ii) above within a period of three months, then the contractor shall approach Public Grievance Cell and address the disputes as per the provisions made under the relevant clause of the contract.
- (iv) In case the issues/disputes do not get settled within a period of six months from the date of submission of the dispute to the Grievance Cell, then the contractor may invoke Arbitration Clause of the contract.

**b) Arbitration (Applicable for Goods and Services)**

- (v) Unresolved disputes/differences, if any, shall then be settled by Arbitration.
- (vi) The Arbitration proceedings shall be conducted at Mumbai, India, in English Language, under the Arbitration and Conciliation Act, 1996 as amended from time to time and the rules thereunder.
- (vii) MDL prefers to have arbitration through Institutes such as Indian Council of
- (viii) Arbitration (ICA)/ICA-DR, Mumbai Centre for International Arbitration, International Chamber of Commerce (ICC), Singapore International Arbitration Centre (SIAC) with the mutual consent of the parties.
- (ix) In case of unresolved difference/dispute between the Purchaser and Supplier, being Central Public Sector Enterprises/Central Govt. departments, the disputes shall be resolved firstly through mutual discussion or through the empowered agencies of the Govt. or through arbitration by reference by either party to the department of Public Enterprises, as per extant guidelines. If disputes/differences remain unresolved/unexecuted, the same shall be referred first to the Cabinet Secretariat and then, if necessary to the PMO. Any changes to arbitration clause must be vetted by HOD (Legal) before incorporation in contract/PO.

## **29. JURISDICTION OF COURTS**

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.

## **30. ~~CONTRACT LABOUR (REGULATION AND ABOLITION) ACT 1970~~**

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

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

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

## **31. ~~MINIMUM WAGES ACT~~**

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

~~The Contractor / Bidder must settle all the pending dues of the employees i.e. arrears of wages, proportionate leave wages, proportionate bonus payment, etc. Before winding up the site, the Contractor / Bidder shall pay all terminal dues to his employees such as Notice pay, Gratuity, Retrenchment compensation, etc~~

**32. BONUS ACT (Applicable for Services)**

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

**33. FACTORIES ACT (Applicable for Services)**

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

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

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

**34. EMPLOYEES' PROVIDENT FUNDS AND MISCELLANEOUS PROVISIONS ACT, 1952 (Applicable for Services)**

~~The Contractor / Bidder, where applicable, shall cover his employees deployed in the Purchaser's Yard~~

~~(a) under the Employees' Provident Funds and Miscellaneous Act, 1952,~~

~~(b) under the Family Pension Scheme, and~~

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

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

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

**35. EMPLOYEES' STATE INSURANCE ACT (Applicable for Services)**

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

~~Contractor / Bidder should produce proof of such remittances to Corporate Personnel Department of MDL along with full details of contributions etc. within 25 days from the close of month. He shall also give an undertaking that he will not engage any one on our work who is not duly covered under the said~~

~~Act and Scheme. The contract employees who are out of coverage of ESI Act and Scheme should be covered under Group Insurance Policy linked with workman compensation Act. Those Bidders / contractors do not have their ESI Code No.; they should submit documentary evidence of application for obtaining ESI Code no to Corporate Personnel Department.~~

### **36. SAFETY**

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

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

### **37. POLICE VERIFICATION OF EMPLOYEES**

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

### **38. FORCE MAJEURE**

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

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

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

## **Enclosures**

- Enclosure-1: Scope of Supply & Rate Sheet Format.
- Enclosure-2: Tender Enquiry Terms and Acceptance Format.
- Enclosure-3: GCC Acceptance format
- Enclosure-4: Deviation Sheet
- Enclosure-5: Check List for Bidder.
- Enclosure-6: Land Border Clause format
- Enclosure-7: Proforma Bank Guarantee for Performance cum Security deposit
- Enclosure-8: Free issue material Bank guarantee
- Enclosure-9: RANKING OF BIDS / LOADING CRITERIA

**Bidders to refer following documents of this Tender from MDL website “[www.mazdock.com](http://www.mazdock.com)” under Heads – Tenders / EY Submarine and reading “Standard Annexures for EY-Tenders”.**

- NEFT Format.
- Statutory Requirements, Official Secret Act 1923 & Safety clause.

**SCOPE OF SUPPLY & RATE SHEET FORMAT**TENDER ENQUIRY NO.: EY/CD/VKG/1200003245

Sr. No.	Description	Qty (Nos)	Unit Rate (INR)	Total Price (INR)	Taxes %	Quoted/ Not quoted	HSN/SAC code	Delivery period in weeks
1	<p>Material Number: - 350000000000035204 Material group: - MPAMU32C - COMBAT SYSTEM SPECIF CAT-A Material Details: - Echo simulator HXOS V, RN No: 69901048 TOOL_CS_34 WARTSILA Delivery List Reference: - 846018001 Label on cardboard box: - 846018001 Contents the following items, 1. Portable Simulator HXOS s/n 60 2. Pulse Test cable (input connector) 3. Trigger test cable (with 3 crocodile pliers) 4. Sealed envelop with Technical Documents 5. Users manual 6. Calibration certificate 7. Power supply cable &amp; adapters 8. Portable bag 9) Transducer cable no HXVTRC/101 10) F/N-HXV_ECC/100 Sr. No. 60, Part No. 846018001 11) TR 15RA150-26E13-Gy-Bk</p>	1 NOS						
2	<p>Material Number:- 350000000000035235 Material group:- MPAMU32C - COMBAT SYSTEM SPECIF CAT-A Material Details:- 1) WK12 Dummy load, TOOL_CS_118, RN/Part NO :- 588798001, qty - 1 no 2) Cable UT 3000 / WK 12, RN/Part NO :- 565851966, qty - 1 no 3) Multi contact ELAC 588798001, RN/Part no - RS313-0968, qty - 16 nos 4) User manual for UWT dummy load, RN/Part no - TUS.SAS_65022906-000/K001- 00000455528, qty- 1 no</p>	1 NOS						

Total								
-------	--	--	--	--	--	--	--	--

**Note:** - Bidder is requested to submit their offer; clearly mentioning all the details required and enclose all the desired documents as mentioned in the tender, to avoid clarification/delay at the later stage in processing of the tender.

Company's Seal

(Signature, Name & Designation)

Date:

**TEF ACCEPTANCE FORMAT**  
**(Bidders requested to fill complete details as)**

To  
 MAZAGON DOCK SHIPBUILDERS LIMITED  
 COMMERCIAL DEPARTMENT (E.Y)

TENDER ENQUIRY NO.: EY/CD/VKG/1200003245

TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK
	ACC/DEV		ACC/DEV		ACC/DEV
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.			

COMPANY'S NAME & ADDRESS :

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

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

NOTES:

- Bidder should carefully read the Terms & Conditions of the Tender Enquiry Form (TEF) prior to filling up this acceptance format.
- This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
- Bidder should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
- Bidder to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
- Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example, Clause no. '3' means – Clause nos. 3.1, 3.1.1, 3.1.2-----  
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**GCC ACCEPTANCE FORMAT**  
**(Bidders requested to fill complete details as)**

To  
 MAZAGON DOCK SHIPBUILDERS LIMITED  
 COMMERCIAL DEPARTMENT (E.Y)

TENDER ENQUIRY NO.: EY/CD/VKG/1200003245

TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK
	ACC/DEV		ACC/DEV		ACC/DEV
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.	Not Applicable
31.	Not Applicable	32.	Not Applicable	33.	Not Applicable
34.	Not Applicable	35.	Not Applicable	36.	Not Applicable
37.	Not Applicable	38.			

COMPANY'S NAME & ADDRESS :

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

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

NOTES:

6. Bidder should carefully read the Terms & Conditions of the General Conditions of Contract prior to filling up this acceptance format.
7. This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
8. Bidder should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.



- 9. Bidder to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
- 10. Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example, Clause no. '3' means – Clause nos. 3.1, 3.1.1, 3.1.2-----  
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**DEVIATION FORMAT**

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

To,  
 MAZAGON DOCK SHIPBUILDERS LIMITED  
 COMMERCIAL EASTYARD

TENDER ENQUIRY NO.: EY/CD/VKG/1200003245

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

COMPANY'S NAME & ADDRESS :

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

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

Bidder is requested to check and fill up the followings before they submitting bids and submit along with the offer: -

<b>CHECK LIST FOR BIDDER'S/SUPPLIER'S</b>				
<b>TENDER ENQUIRY NO.:</b> <u>EY/CD/VKG/1200003245</u>				
<b>Description:</b> PROCUREMENT OF TOOLS AND SPARES FOR BOAT 6 OF PROJECT P75.				
Sr. No	Description	Tender Requirement	Supplier	
			Strike off whichever is not applicable	Remark (if any)
1	<b>Offer Ref. No.</b>	Supplier has to mention their offer no.	_____	
2	<b>Technical Acceptance</b>	Supplier has to mention about total technical acceptance of Tender. (as per Encl. 1)	Accepted / not accepted	
3	<b>Registered</b>	Whether supplier is Temporarily or Permanently registered with MDL or not registered at all.	Y/N	
4	<b>Guarantee/Warrantee</b>	Acceptance from supplier/contractor submitted for guarantee/warrantee mentioned	Accepted / not accepted	
5	<b>Payment Terms</b>	Supplier has to mention whether payment terms are acceptable or not acceptable as per tender enquiry. If any deviation is there, same has to be mentioned.	Accepted/Not Accepted	
6	<b>SD cum PBG</b>	Acceptance from supplier/contractor submitted SD,PBG along with offer	Accepted/Not Accepted	
7	<b>Offer Validity</b>	Supplier has to mention validity of their offer (in terms of weeks) from the closing date of TENDER.	Accepted/Not Accepted	
8	<b>Delivery Period / Completion Schedule</b>	Supplier has to mention delivery / completion period for Scope of work.	Accepted/Not Accepted	
9	<b>TEF Acceptance</b>	Whether Supplier accepted/ not accepted /accepted but deviation seeks for TEF Clause no. ----.	Acceptable / Not acceptable /Deviation sought for TEF Clause no.---	
10	<b>GCC Acceptance</b>	Whether Supplier accepted/ not accepted STAC.	Accepted/Not Accepted	
11	<b>Deviation</b>	Whether supplier submitted/Not submitted Deviation form .If any deviation seeks, same has to be mention in Remark.	Submitted /not submitted	
12	<b>Taxes &amp; Duties</b>	Supplier has to mention applicable taxes & duties in terms of % in Part I – Bid (technical part). If not, write nil.	Y/N	

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

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

**DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM**

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

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

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

**DATE:** \_\_\_\_\_

**Seal / Stamp of Bidder**

**PROFORMA BANK GUARANTEE FOR PERFORMANCE CUM 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 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 includes its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Euro..... (Euro.....only) being 3% 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 any such variation or extension being granted to the Contractor/ Supplier or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the Contractor/Supplier or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.

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

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

7. Notwithstanding anything contained herein above:

- i) Our liability under this guarantee shall not exceed Rs.....
- ii) This Bank Guarantee shall be valid upto and including .....; and

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

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

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

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

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

**PROFORMA BANK GUARANTEE FOR FREE ISSUE MATERIAL**

(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 Company" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers ..... a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its 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") which, inter alia, provides for the issuance of materials such as MS/AL Sheets, Steel, Component etc free of cost to the Contractor/ Supplier for Galvanising, heat treatment, abrication, Fitment etc. on returnable basis subject to furnishing a Bank Guarantee equivalent to the value of materials supplied by the Contractor / Supplier to the Company, We, ..... Bank having office at ..... (hereinafter referred to as "the Bank" which expression shall includes its successors and assigns) hereby agree to pay to the Company without any demur on first demand an amount not exceeding Euro..... (Euro.....only) against any loss or damage, costs, charges and expenses caused to or suffered by the Company 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 Company on account thereof and we waive in the favour of the Purchaser all the rights and defences to which we as guarantors may be entitled to.

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

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

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

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

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

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

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

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

## RANKING OF BIDS / LOADING CRITERIA

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

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

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

- i) It is desirable that the bidder accepts the Payment Terms indicated in this tender. Varied payment terms quoted by bidders as compared to the terms stated in the Tender document shall be normalized by adopting the SBI PLR rate plus 2% (in case of indigenous bidder) and LIBOR / EURIBOR rates plus 2% or 6% whichever is higher (in case of foreign bidders)-thereon on the amount (s) at variation and / or for the period (in no. of days) at variation.
- ii) If requirement of advance payment is absolutely unavoidable for bidder, then it will be allowed against a bank guarantee of 110% amount with sufficient validity period. The quantum of advance will not be more than 15% of order value. Interest will be applicable at the SBAR plus 2% in case of Indigenous bidders & LIBOR / EURIBOR rates plus 2% or 6% whichever is higher in case of foreign bidders and applicable SBAR / LIBOR / EURIBOR rates will be indicated separately at that time. The offer of bidder will be loaded at this rate for the period of recovery, which will be decided after bid opening. If the bidder seeks advance payment at a lower rate than the rate specified above, then only differential amount of interest shall be loaded on the quoted price.
- iii) Variation regarding the quantum of Security Deposit shall be normalized by loading the quoted price with the quantum of variation.
- iv) In respect of the requirement for furnishing Warranty Bank Guarantee, the variation shall be normalized by loading the quoted price by an amount equivalent to 10% of quoted price minus the quantum, if any, for which portion of guarantee is agreed to by the bidder.
- v) For additional delivery period sought by bidder over the stipulated date of delivery/completion of tender, 0.5 % per completed week or part thereof may be loaded to the quoted price.
- vi) Deviation sought in respect of rate per week and/or maximum ceiling in respect of Liquidated Damages shall be loaded on the quoted price. For e.g., the maximum ceiling towards L.D. stipulated in tender is 5% and bidder seeks to limit it to say 3.5%, then price quoted will be loaded by 1.5%. If rate of L.D. per week in tender is 1 % per week or part thereof and bidder seeks it as, say, 0.80% per week or part thereof, the maximum ceiling on L.D. as per tender will be equated to weeks (5 weeks in this case) and rate proposed by bidder, i.e. 0.8 % will be multiplied by the so equated maximum period (which works to 4%) and the quoted price will be loaded accordingly by 1%. Delivery, being the essence of the contract, it is desirable for the bidders to adhere to the stipulated clause.
- vii) Deviation in respect of the period of Warranty/Guarantee shall be loaded to the quoted price at the rate 0.25% per month or part thereof. This does not arise if the bidder quoted additional price for the differential period.
- viii) Additional loading of prices (A) Towards charges incurred in L/C opening by MDL and (B) Interest for period of 20 days @ base rate of SBI+2% on payment amount is to be considered while evaluating foreign bidders for ranking purpose.
- ix) Prices quoted by foreign bidders will be loaded by 1% on CIF/CIP prices for inland transportation & port handling charges.

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

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

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

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



**A.**

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

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

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

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

11	Security Deposit /Contract performance guarantee			
12	Equipment Performance Guarantee			
13	Additional delivery period over stipulated period as per Sought			
14	<del>Additional time sought for supplying binding data.</del>			
15	Liquidated damages per week rate / maximum ceiling			
16	Warranty / Guarantee			

17	Cost (ex-MDL) excluding taxes & duties after loading for variations on account of financial and commercial terms.	Sr. Nos. 10 + 11 + 12 + 13 + 14 + 15 + 16
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**D. Landed Cost:**

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

**Note:**

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

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