



निविदा पूछताछ
TENDER ENQUIRY

[वेब निविदा]
[WEB TENDER]

माझगांव डॉक शिपबिल्डर्स लिमिटेड
(भारत सरकार का उपक्रम)
MAZAGON DOCK SHIPBUILDERS LIMITED
(Formerly known as Mazagon Dock Limited)
(A Govt. of India Undertaking)
CIN: L35100MH1934GOI002079
Dockyard Road, Mumbai 400 010
Website- www.mazagondock.in
Certified - ISO 9001: 2008 for Shipbuilding Division
GST ID : 27AAACM8029J1ZA

निविदा सं./Tender No	2000007822	विभाग/Department	MATERIAL-PURCHASE
क्रय अधिकारी/Purchase Exec.	A K SHUKLA	क्रय अधिकारी/Purchase Exec.	A K SHUKLA
सेवा में /To		दूरभाष सं./Telephone No	23763408
		फैक्स सं./Fax No	23738151
		ई-मेल/E-Mail	akshukla@mazdock.com
दूरभाष सं./Telephone		निविदा सं./Tender No	2000007822
फैक्स सं./Fax		निविदा तिथि/ Tender Date	07.06.2022
ई-मेल/E-Mail		निविदा बंद की तिथि/Tender Closing Date	28.06.2022
		निविदा बंद होने का समय/Tender Closing Time	14:00:00
		आरएफक्यू सं./RFQ No	2010013280

निविदा शुल्क/Tender Fee	रु/Rs	0.00
बयाना राशि/EMD Amount	रु/Rs	180,000.00
पुर्व बिड बैठक तिथि और समय/Pre Bid Meeting Date & Time		,00:00:00
निविदा खोलने की तिथि और समय/Tender Opening Date & Time		28.06.2022,15:00:00
प्रस्ताव वैधता तिथि है/Offer should be valid up to		27.10.2022
सुरक्षा जमा/Security Deposit		3.00 %आदेश मूल्य का/PO value
वरीय बैंक जमानत /Perf. Bank Guarantee		0.00 %आदेश मूल्य का/PO value

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

प्रिय महोदय/महोदया
Dear Sir / Madam ,

विषय /SUB:- BIENNIAL RATE CONTRACT FOR AIR & SEA CHA ON PARALLEL CONTRACT BASIS.

माझगाँव डॉक शिपबिल्डर्स लिमिटेड प्रतिष्ठित/संभावित आपूर्तिकर्ताओं से निम्न हेतु, प्रतियोगितात्मक दो बोली प्रणाली में (भाग -I तकनीकी - वाणिज्य बोली एवं भाग II मूल्य बोली) बोली आमंत्रित करती है।
Mazagon Dock Shipbuilders Limited (MDL) invites Competitive – Bid from reputed Supplier for the following in TWO BID system (Part - I Techno - Commercial Bid & Part - II Price Bid).

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
00100	सामग्री सं./ Material Number :- BRC SEA & AIR CHA सामग्री वर्णन/Material Description :Biennial Rate Contract for Sea and Air Customs House Agent (CHA) for 2022-24 for Services as Customs Clearance, Loading, Handling, Transportation,	1 Activity unit	18.12.2022

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
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Unloading and Delivery of Consignments arriving by Sea and Air on Parallel Contract basis.

1. Detail Scope of Work as per Annexure 1 (Sea Consignment) & 1A (Air Consignment) is annexed with Part-A.

2. Rate Sheets are Schedules 1 to 9 for Sea and Schedule 10 for Air consignment.

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

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

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

PART - A

Mazagon Dock Shipbuilders Limited invites **on-line competitive bids** from reputed Bidders / Vendors in **Two Bid System (Part-I Techno Commercial Bid and Part-II Price Bid)** on MDL's e-procurement portal <http://eprocuremdl.nic.in> for the Biennial Rate Contract for AIR & SEA -CHA for Custom clearance, transportation and delivery of consignment arriving by air & sea as per Scope of work and Terms & Conditions of Tender document. The Tender Enquiry can also be downloaded from our website <https://mazagondock.in> and on Central Public Procurement Portal.

Issue of Tender Enquiry Document: The Tender Enquiry can be downloaded from our website: <http://eprocuremdl.nic.in> / www.mazagondock.in (path: Tenders->Shipbuilding-Material Purchase) and from CPP Portal under **e-tender id - 2022_MDL_90239**

1. Description of Services:

SR. NO.	SERVICE DESCRIPTION	Quantity & Tenure
100	Biennial Rate Contract (BRC) for Sea and Air Customs House Agent (CHA) for period 2022-24 for services as Custom clearance, Loading, Handling, Transportation, unloading & delivery of consignments arriving by Sea & Air as per scope of work.	Service requirement on actual need basis within a period of 2 Years. Estimated quantity is given in rate-sheet .

2. **Scope of Work & Specific Terms & Condition:** The detailed scope of work and specific terms and conditions applicable for this tender is annexed at **Enclosure-1 & Enclosure-1A** for Sea consignment & Air consignment respectively.

3. **Instructions to the Bidders for uploading the Techno-Commercial Bid and the Price Bid through E-Procurement Portal:**

A. Official service provider for the website is

M/s. National Informatics Centre,

E-mail: **eproc-support@gov.in**

The 24 x 7 Telephonic Help Desk Number 0120-4200462, 0120-4001002

B. Pre-requisites for up-loading the Techno-Commercial Bid

- (i) Compatible computer hardware software set-up to access e-procure website.
- (ii) "Digital Signature Certificate" class III B (DSC) is a must for downloading the tender and uploading the techno commercial offer from our website <http://eprocuremdl.nic.in>
- (iii) "Digital Signature Certificate" class III B (DSC) can be obtained from our service provider from any agency like (a) MTNL (b) TCS (c) SIFY.

C. To ensure availability of above prerequisite is bidders responsibility

- (i) It is mandatory to upload the complete techno-commercial offer and the price bid on e-procurement.
- (ii) No part of the bid other than original EMD (if applicable) shall be accepted physically / hard copy outside e-procurement.
- (iii) Price bids shall strictly be uploaded in appropriate / allotted place in the tender, available in e-procurement so that it remains secured encrypted unreadable in the system.
- (iv) In no circumstances, the price bids shall be forwarded or uploaded in any other form.
- (v) Entire responsibility of the uploading of the complete techno-commercial bid along with the price bid shall be that of the bidder.
- (vi) No request / complaint shall be entertained after the due date/time of the tender.
- (vii) Non availability of any of the prerequisites or last minute calls seeking clarifications / projecting problems shall not entitle a bidder to seek request for extension of due date.
- (viii) Any problem with regard to uploading of the tender shall be intimated to **M/s. NIC** India at least 24 hours in advance to the tender closing time & date. However, it will not be considered as reason for extension of due date of the tender.
- (ix) Request for extension, if at all to be made, shall be forwarded at least 3 working days in advance to the tender closing date / time with proper reasoning. The request shall be put up to the competent authority for consideration on the merit of the case. MDL reserves all rights in this regard & decision of MDL shall be binding to the applicant.

It is important to note that the bidders can upload their bids right from the time the tender is available at website. It is advisable that the bidder uploads the bid well in time rather than wait till last minute to avoid situations wherein he is unable to successfully upload the bid for various reasons which cannot be addressed then due to lack of time.

D. Special instructions to Bidders for online bidding:

- (i) Bidders should login well in advance to enable them to complete their bid submission before the closing time of the tender.
- (ii) Bidders should submit their bid well in advance to avoid last minute frantic calls.
- (iii) Bidders should follow all the instructions enlisted on the front page of e-procure web page.
- (iv) Bidders should ensure Hardware & Software compatibility as well as Digital Signature available on front page of e-procure web site. Request for extension of due date shall not be entertained due to non-availability of these tools.

E. Bidders to participate in on-line bidding

- (i) By registering with above referred portal for User ID and password.
- (ii) By obtaining class III DSC (Digital Signature Certificate) for secured bidding.

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

4. **Pre-qualification criteria & documents:**

All Bidders should upload a scanned image of the following prequalification documents along with their e-offer in Part-I bid;

- (a) Bidder shall have valid CHA license.
- (b) Experience of more than 3 years' consignments clearance from Air Cargo Complex, Sahar, Andheri, Mumbai and MbPT- Mumbai, JNPT- Nhava Sheva from well-established Office in Mumbai having valid shop & Establishment Certificate and sufficient staff.
- (c) CHA should have cleared from Customs, minimum Rs.600.00 Crores (Assessable value) worth of shipments and a minimum 100 Numbers of shipments per year and cumulative Rs.1800/- Crores (Assessable value) for last three years and both air and sea cargos/shipments. Requisite documents in support of this should be submitted along with Techno-commercial offers.
- (d) Bidders Company Profile and shop & establishment registration certificate.
- (e) List of equipment held by them with model / year / working status along with details of their manufacturing facilities/service facilities and personnel with designation, qualification and experience to determine their capabilities.
- (f) Bidder's average Audited Annual financial turnover during the last 3 years (2018-19, 2019-20 & 2020-2021) ending 31ST March of the previous financial year excluding the year of tendering should be at least **Rs.13,50,000/-**.
- (g) Bidder's experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which tenders are invited should be either of the following;
 - a) Three similar completed works each of not less than **Rs.36,00,000/-** OR
 - b) Two similar completed works each of not less than **Rs. 45,00,000/-** OR
 - c) One similar completed works of not less than **Rs. 72,00,000/-**

Note - **Similar jobs** means the services related to Rate contract/similar work for CHA for clearing Sea & Air Consignment. Bidders need to submit supporting documentary evidence in support of the Pre-Qualification Criteria viz. Work Order, Work Completion Certificate issued by the party for whom the work is done.

Note:

1. Sr. d) and e) above are not required for MDL permanent registered vendors. However, Documents mentioned at (a) (b) (c) (f) & (g) are mandatory for every bidder.
2. If any cash transaction is included in turnover (statement of profit & loss) the same will not be considered for turnover value.
3. It is clarified that the work executed by the contractors for their in-house or Capital use will not be considered for the purpose of bidders' experience of completion of similar works.
4. MDL has a right to verify/cause verification of authenticity of above related documents whenever felt necessary. MDL reserves the right to ask for Hard copies. Bidders registered with Mazagon Dock Shipbuilders Limited should furnish copy of valid registration certificate.
5. Bidders should upload the scanned image of above documents along with their Techno-commercial offer in e-Part-I bid and based on these documents their technical offer will be evaluated for technical scrutiny & acceptance.

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

5.1 EMD amounting to Rs. 1,80,000/- (Rupees One Lakhs Eighty Thousand only) in the form of Direct Electronic transfer to MDL's bank account (Enclosure-7) or in the form of Bank Guarantee drawn in favor of MAZAGON DOCK SHIPBUILDERS LIMITED shall be forwarded to GM (M) / HOD (M) in sealed envelope super scribing Tender Enquiry No. and Due date, so as to reach us **within 7 MDL working days** from the tender closing date.

5.2 It is **mandatory** that the scanned image of proof of Electronic transfer with bank transaction (**Enclosure-8**)/transfer reference / BG / Bid bond shall be uploaded at Part-I tender stage. If the scanned image of above or proof of exemption from submission of EMD is not uploaded in Part-I stage, bid shall be rejected.

5.3 Bidder to note that the Direct Electronic transfer to be affected prior to tender opening date & time. The scanned image of proof of Electronic transfer shall reflect bank transaction/transfer reference. The amount of EMD shall reach MDL in its bank account within 7 MDL calendar days from the tender closing date under the same bank transaction/transfer reference which is reflecting in the enclosed proof of Electronic transfer.

5.4 The bid bond / Bank Guarantee should be valid for 120 Days + 4 weeks from the tender closing date. Either of these instruments should be drawn on reputed International / Nationalized bank / Scheduled Bank except Co-operative Bank payable at Mumbai as per list of approved by SBI/Canara Bank published on MDL website. BG format is annexed herewith at **Enclosure-11**.

5.5 Bidders to advise their bank/banker to send EMD directly to commercial department to dispense with additional step of verification of authenticity of signatories.

5.6 Bids without EMD/Bid Bond will not be considered other than who are exempted.

5.7 EMD of unsuccessful bidders will be returned after finalization of the tender and shall be interest free.

5.8 EMD in the form of DD/pay order will not be acceptable and will amounts to non-submission of EMD.

MDL bank details for Direct Electronic transfer are given at Enclosure – 8.

5.9 Exemption from submission of EMD/Bid Bond:

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

- a) State & central Government of India departments, Public sector Undertakings.
- b) Firms registered with Mazagon Dock Shipbuilders Limited (MDL) for the items/services for which the offer is being submitted. To qualify for EMD exemption, firms should necessarily upload VALID copy of the registration certificate issued by MDL in Part-I offer/bid. Firms in process of obtaining MDL registration will not be considered for EMD exemption.
- c) Firms registered with NSIC under its "Single Point Registration Scheme" (Exemption will apply only to items /services for which they are registered with NSIC). To qualify for

EMD exemption, Firms should necessarily upload VALID copy of the registration certificate issued by NSIC in part-I offer / Bid. Firms in process of obtaining NSIC registration will not be considered for EMD exemption. Udyam registration Number should be reflected in submitted NSIC certificate.

- d) Micro & Small enterprises with valid Udyam Registration certificate from the competent authority regarding their Micro/small industry status. Exemption will apply only to items /services for which they are registered with Udyam.
 - e) Common/Deemed DPSU registered vendors qualify for EMD exemption. Such firms shall submit valid copy of the registration certificate issued by DPSUs (other than MDL) for the items / services for which the offer is being submitted in Part-I offer/bid. Firms in process of obtaining registration in other DPSUs will not be considered for EMD exemption.
 - f) Green Channel Status vendors qualify for EMD exemption. Such firms shall submit valid copy of the Green channel certificate issued by MoD for the items for which the offer is being submitted in Part-I offer/bid. Firms in process of obtaining this certificate will not be considered for EMD exemption.
6. **Validity Period:** Bids / Offers shall have the validity period of **120 Days** from the tender closing date. A bid valid for a shorter period will be liable for rejection at the discretion of MDL. Technically accepted bidder shall be given opportunity to accept validity as per the tender in case of shorter validity quoted by him. Non acceptance thereafter shall be rejected by MDL as non-responsive.

7. **On line submission of bids in two - bid system:**

Offer must be uploaded in two parts through e-tendering system. Bidders are requested to log on to our e-procurement portal "<https://eprocuremdl.nic.in>" for on-line submission of bids against above tender.

Part-I Techno Commercial Bid shall contain the technical details, commercial terms/conditions of supply(without mentioning price), Un-priced format stating "Quoted" or "Not Quoted" or "NOT Applicable" BUT WITHOUT MENTIONING PRICES against each item of price format/Rate sheet, Acceptance forms for Tender Enquiry Form(TEF), General Terms & Conditions(GT&C) and Standard Terms & Conditions(STACS), with details of deviations on technical/commercial terms if any, EMD in appropriate mode and other requirements specified in Tender document with proper authorization. Firm should upload their technical offer detailing complete Technical Specification as relevant in Part-I of e-tender in pdf format against our Tender Technical Specifications & acceptance to deliver the services as per scope of work.

Part-I Techno-Commercial Bid: Following should be uploaded:

- (i) **Technical Bid in PDF format on your letter head clearly indicating the offer ref. & date to be attached.**
- (ii) Acceptance on clauses of Tender Enquiry, GT&C and STACS by filling up the online Formats as 'Accepted OR Deviation' as applicable for each of the clause.
- (iii) **A standard Blank BOQ (Blank Rate Sheet) format** has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit necessary details, such as Taxes, other charges etc. in the format provided and no other format is acceptable. Bidders are required to download the Blank BoQ file, open it and complete the colored (unprotected) cells with their respective above details. No other cells should be changed. Once the details have been completed, the bidder should save it and

submit it online, without changing the filename. Price shall not be quoted in this part.

- (iv) Deviation Sheet if any, shall be uploaded on line in the prescribed format in case of any deviations from Terms, Conditions & Technical requirements specified in the STACS, Tender Enquiry and GT&C.
- v) **Pre-qualification Documents** as described above at para 4 above.
- vi) Copies of valid Registration or Approval certificates in case of Bidder's firms registered with MDL / NSIC / MSME/ ISO Accreditation as applicable shall be uploaded on line. Enterprises status (if any) to be indicated in Part - I (Micro / Medium / Small).
- vii) **Duly filled declaration / certificate as per Enclosure-7 towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.**
- viii) EMD detail / BG in prescribed format only. **(Enclosure-8).**
- ix) Confirmation of **GeM seller ID** on company letter head.
- x) Bank details for payment by RTGS / NEFT / ECS in the format to be uploaded.
- xi) Scanned image of PAN card and a cancelled cheque shall be uploaded.
- xii) Purchase Order copies in support of the bidder's experience and past performance for similar services and its work/order completion certificate issued by the party for whom the work is done.
- xiii) PAN Card
- xiv) GST certificate
- xv) AEO -LO license certificate (Optional).
- xvi) The scanned image of **Enclosure-8** (for on-line remittance to MDL account / BG towards Earnest Money Deposit (EMD) / BID BOND as stipulated in TEF clause no. 5) shall be uploaded. The original of the above BG towards Earnest Money Deposit (EMD) / BID BOND / SWIFT Message shall be forwarded to GM (M) / HOD (M) in sealed envelope super scribing Tender Enquiry No. and Due date, so as to reach **within 7 days** from the tender closing date, addressed To,

GM (M) / HOD (M)
2nd FLOOR MOGUL HOUSE, SOUTH YARD
MAZAGON DOCK SHIPBUILDERS LTD.
DOCKYARD ROAD,
MUMBAI- 400010

Part-II Price Bid: A standard BOQ (Rate Sheet) format has been provided with the tender document to be filled by all the bidders for tendered item. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the while colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the

BoQ file is found to be modified by the bidder, the bid will be rejected. Please refer replica of rate sheet at **Enclosure 2** for reference only.

8. Bid Rejection Criteria:

- a. 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:
- (i) Bid received after tender closing date and time
 - (ii) The Bids received other than through e-procurement.
 - (iii) Bids received without uploaded scanned images of EMD in the form of either Duly filled **Enclosure-8** for online remittance in MDL account/BG OR EMD exemption certificate, as applicable in Part-I technical bid.
 - (iv) In case of e-tenders, if the date of issue of EMD (on-line remittance/BG) is later than the tender closing date.
 - (v) Bidders who are debarred under PPP MII order 2017, GeM, CPP including Tender holiday issued by MDL.
- b. For the following conditions (other than non-negotiable conditions indicated at (8a), equal time & opportunity for submission of deficient techno-commercial documents and clarification shall be given to the bidders. Bidders are required to submit such documents / clarifications within the duration / date stipulated by MDL, failing which their bids shall be rejected in following cases:
- (i) Bidder's failure to submit sufficient or complete details for evaluation of the bids within the given period or maximum 3 weeks at MDL'S discretion depending on the deficiencies noticed in the offer which shall not however conflict with validity period.
 - (ii) Incomplete / misleading / ambiguous bids in the considered opinion of TNC / MDL.
 - (iii) Bids with technical requirements and or terms not acceptable to MDL.
 - (iv) Bids received without pre-qualification documents where required as per the tender.
 - (v) Bids not meeting the pre-qualification parameters stipulated in the tender enquiry.
 - (vi) Bidders quoting the rates with price variation clause.
 - (vii) Bid Validity period indicated by bidders is shorter than that specified in the tender enquiry.
 - (viii) Bidders not agreeing to furnish required Security Deposit clause as per tender term.
 - (ix) Non-submission of Compliance Certificate (as per **Enclosure-7**) w.r.t Land Boarder Clause as per the enclosed format. (Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017).
 - (x) Non submission of **Unique GeM seller ID** by bidder within reasonable time post opening of tender but before price bid opening
 - (xi) In case of e-tenders, the original of the uploaded copy of EMD (BG)/IP & IPBG if received after seven days of the tender closing date.

Note :

Requirement of GeM seller ID: According to Ministry of Finance vide Office Memorandum OM No.F.6/9/2020-PPD dated 24 Aug 2020, It is Mandatory for Suppliers providing goods and services to Central Government Organizations (including MDL) to be registered on GeM and obtain a Unique GeM Seller ID at the time of placement of Order / acceptance of Contract. Hence all the bidders are exhorted to get registered on GeM platform and furnish their Unique GeM

Seller ID while submitting their bids. Bidders not furnishing Unique GeM Seller ID shall be liable for rejection as per tender clause no 8.B (xvii)

9. **Pricing:** The prices of all services items are to be listed in the format of Rate Schedule-1 to format of Rate Schedule – 10 for free delivery of the deliverables in MDL Stores & Naval Stores & completion of services at MDL Site. The prices will remain firm and fixed for a period of 2 years during the currency of the BRC. The rates for Rate Schedule-1 to Rate Schedule-10 are inclusive of all expenses like agency charges, handling charges, transportation, labour charges, incidental expenses etc. MDL shall not consider payment of any other charges or expenses beyond the rates in Rate schedules and no escalation in prices will be considered under any circumstances.
10. **Delivery Period / Completion Schedule:** Tenure of BRC & completion Period:
The biennial rate contract will be valid for TWO years from the date of placement of biennial Rate Contract. The contract will be operated by our Import Section and jobs will be entrusted for execution on need basis on "As and when required basis "under the Biennial Rate Contract. Customs House Agent will have to clear the Consignment at the earliest (maximum within free period of Vessel Arrival for Sea and Goods arrival by Air) on availability of all the relevant documents etc. from MAZAGON DOCK SHIPBUILDERS LIMITED, failing which, the demurrage incurred will be deducted from the Customs House Agents bill.
11. **Terms of Payment: MDL does not pay any Advance Payment to any Indigenous Bidders.** Payment for the value of services on running bill basis as reduced by any deductibles and/or the amount leviable towards liquidated damages, if any and after including taxes, duties, etc. as may be payable through RTGS/NEFT between 15 to 20 days for actual quantities of work executed and on submission of documents such as 3 copies of Invoices and Work completion certificate from MDL Import Section Executives. Bidders shall furnish all the necessary details like name of the Bank / Branch, Branch Code No., Bank Account No., **MICR No.** in their bid as per the RTGS/NEFT format provided with the tender enquiry.

Alternate MSE vendor payment through TReDS:

- (i) "In order to address the financial needs of MSME firms, GoI has introduced a platform for facilitating the financing of trade receivables of MSMEs from buyers, through multiple financiers which is termed as Trade Receivables Discounting System (TReDS). At TReDS, auctioning of invoices at competitive & transparent environment is done by financiers based on Buyer's credit profile.
- (ii) MDL is registered on the "Invoicemart" TReDS platform and M1xchange of M/s Mynd Solutions Pvt Ltd.
- (iii) MSME bidders desirous to receive payments through TReDS platform may avail the facility if they are already registered on-

- "Invoicemart" TReDS platform or by registering on it.

Contact details at "Invoicemart" TReDS platform are as follows:

022 6235 7373 and a new mail id service@invoicemart.com.

- "M 1 xchange" TReDS platform or by registering on it .

Contact details at "M 1 xchange" TReDS platform are as follows:

+91 9920455374 Ms Ashawathi Jayandran email id ashwathi.jayandran@m1xchange.com

+91 8839915724 Ms Priyanka Shah email id priyanka.sha@m1xchange.com

- (iv) MSE bidders upon successful delivery shall submit their invoices along with the mandated enclosures at MDL, Central Receipt Section. MSE vendors, desirous to receive payments through "Invoicemart" / "M1xchange" TReDS platform, shall submit their TReDS details along with the invoice at MDL, Central Receipt Section. Upon receipt and acceptance of the supplied material and receipt of invoices with the mandated enclosures, MDL shall process the invoice for payment as per vendor submitted TReDS details on "Invoicemart" / "M1xchange" TReDS platform. Any unfinanced invoices / invoices of MSE bidders seeking payment from MDL directly shall be processed as per the Standard payment terms agreed in PO / contract.

12. Taxes & Duties: The Item Wise Rates quoted in the Rate Sheet should exclude GST. Bidder should indicate Taxes as applicable separately in the rate schedule/ Price Format sheet, which will be paid extra based on tax invoice to the extent applicable.

- i) Only those bidders who indicate the taxes and duties separately as above shall be entitled for consideration of change in the corresponding rates in case of variation in the statutory levies.
- ii) Wherever all inclusive prices are quoted by the bidders without bifurcation of tax elements, no escalation can be considered in respect of any variations in statutory levies arising subsequently because of the absence of the required base figures in the purchase order / contract.
- iii) Successful bidder/s will not be entitled to any increase in rate of taxes occurring during the period of extended delivery schedule if there is delay in supply / completion attributed to CHA. However, if there is a decrease in taxes, the same must be passed on to MDL.

GST Compliance:

- 12.1 GST as per GST Laws shall be payable extra as quoted and agreed.
- 12.2 In case of purchases of goods/services from unregistered dealers under GST laws, GST will be paid by MDL under reverse charge mechanism.
- 12.3 Benefits from reduction in rate of tax/ITC are required to be passed on to consumer. Where "applicable GST" has been quoted as extra, Goods and service providers (except un-registered dealers under GST Law) have to submit declaration that they have complied with 'Anti -profiteering clause' under GST Law. Such declaration be given in technical bid.
- 12.4 If the vendor is registered under GST, vendor shall mention the HSN code for goods&/or \services in their tax invoice, etc. These codes must be in accordance with GST Laws and responsibility of specifying correct HSN code for goods&/or services is that of the vendor. MDL shall not be responsible for any error in HSN code for goods&/or services specified by supplier/contractor. Supplier/contractor shall pay penalty and/or interest imposed on MDL or any loss due to delay in availing ITC by MDL or any loss of ITC to MDL due to error by vendors at any stage. MDL reserve right to recover any such interest, penalty or loss from any amount due to supplier /contractor or vendor shall reimburse /make good such loss within 15 days after intimation by MDL or otherwise.
- 12.5 In case, MDL is unable to avail ITC, supplier/contractor at their own cost shall rectify the shortcoming in the returns to be filed immediately thereafter. Further,

if the ITC is delayed /denied to MDL/reversed subsequently as per GST Laws due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timelines prescribed in GST Laws for availing ITC, non-payment of taxes or non-filing of returns or any other reasons not attributable to MDL, supplier /contractor shall pay any loss of amount along with interest and penalty on MDL under GST Laws for the number of days the ITC was delayed. If the shortcoming is not rectified by supplier/contractor and MDL ends up in reversal of credits and/or payments, supplier/contractor is fully liable for making good all the loss incurred by MDL. MDL reserve right to recover any interest, penalty or loss from any amount due to supplier/contractor or otherwise.

- 12.6 If the vendor is registered under GST, the GST registration number (15 digit GSTIN) issued by GOI shall be mandatorily provided by the vendor. Vendor having multiple business verticals within state /at multiple states with separate GST registration numbers shall forward GSTIN of only that vertical which is involved in supply of goods and/or services. MDL GSTIN is 27AAACM8029J1ZA and vendor shall mention the same while invoicing and avoid any data entry error on GST portal.
- 12.7 If the vendor is registered under GST , vendor shall ensure timely submission of invoice as per the provisions/requirements/timeline promulgated by GOI in relation to GST Laws with all required supporting documents to enable MDL to avail input tax credit promptly. The vendors invoice inter alia should contain GSTIN of vendor, GSTIN of MDL (i.e 27AAACM8029J1ZA) , GST tax rate separately, HSN code wise goods or services , Place of supply, signature of vendor etc. Original invoice needs to be submitted to Bill Receipt Centre at MDL gate, and a copy of the invoice should be given to the goods receiving section(GRS).
- 12.8 If the vendor is registered under GST, vendor shall file all applicable returns under GST Laws in the stipulated time and any losses of tax credit to MDL arising due to delay in filing will be recovered from their invoice wherever MDL is eligible to avail tax credit. Any default towards payment of tax and/or uploading of monthly returns by supplier /contractors, MDL retains right to withhold payments towards tax portion until the same is corrected and complied by the supplier/contractor with the requirement of GST along with satisfactory evidence.
- 12.9 The rate sheet enclosed with the tender will indicate the rates to be entered under each head wherever applicable. Bidder must clearly mention the applicable taxes & duties . The item-wise rates (i.e Basic+P&F+F&I) quoted in the rate sheet should exclude taxes & duties. Bidder should indicate GST rates as applicable separately under each of the head in the same rate sheet, which will be paid extra based on tax invoice to the extent applicable. The GST will be applicable on total basic rate of each item(i.e Basic +P&F +F&I).
- 12.10 If the GST rating of supplier /contractor on GST portal / Govt. website is found to be negative / blacklisted then MDL shall reimburse GST to the vendor only after he makes the payment of GST and fulfils all requirements as per GST Law for successful availment of ITC by MDL. Further, MDL is entitled to deduct / recover such GST along with penalties / interest, if any, incurred by MDL.
- 12.11 If the vendor is registered under GST, vendor shall be responsible for financial and non- financial consequences in case of non- compliance of GST provisions / requirements / timelines on their part. MDL shall pay the applicable GST taxes

to the vendor at actual & supplier/contractor shall pass on the reduction in prices to MDL on account of change in the tax structure.

The applicable taxes shall be clearly indicated. The Item wise rates quoted in the rate sheet should exclude taxes. Bidder should indicate taxes and levies as applicable separately under each of the head in the same rate sheet. Wherever all-inclusive prices are quoted by the bidder(s) and accepted without bifurcation of tax elements, no escalation shall be considered in respect of any variation in statutory levies arising subsequently in the absence of required base figures.

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.

- 12.12 If the vender changes his registration status from composition dealer to normal registered dealer under GST law, the vender has to inform MDL immediately.

Note:

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

13. **Late Filing of Bill of Entry / Penalty / Interest / Demurrage / Detention Charges:** In case of any Fine / Penalty / Interest / Demurrage / Detention charges etc. are incurred in clearing the goods / Consignments due to delay from CHA side (not attributable to MDL / Supplier), the same shall be recovered from the CHA's Bills submitted.

If there is any delay in obtaining the documents from MDL side, the same shall be communicated to Import section through written mail and Telephone

14. **Loading Criteria:** Deviations sought by the bidder and accepted after negotiations by MDL shall be loaded on the bidder/s quoted prices during price evaluation by MDL. Among the equal bids, bidders with ISO 9000 series accreditation over non-ISO bidders, firstly Manufacturers then their authorized dealers will be given preference. The loading criteria that will be adopted as detailed below:

- i) Payment Terms -It is desirable that the bidder accepts the Payment Terms indicated. Varied payment terms quoted by bidders as compared to the terms stated in the Tender document shall be normalized by adopting the Prime Lending Rate of State Bank of India plus 2% thereon on the amount(s) at variation and/or for the period (in no. of days) at variation
- ii) Delivery of the goods at MDL premises should be responsibility of the supplier. However, for unavoidable reasons, if bids are exclusive of transport and / or insurance, the same will be loaded at the cost to be incurred by MDL.
- iii) For the additional delivery period sought by the bidder over the stipulated date of delivery as per Tender, 0.50% per completed week will be loaded to the quoted price.
- iv) Deviations sought in respect of rate per week and / or maximum ceiling in respect of liquidated damages shall be loaded to the quoted price. For

example, the maximum ceiling towards liquidated damages stipulated in the Tender is 5% and the bidder seeks to limit it to, say 3.50% then the price quoted will be loaded by 1.5%. If the rate of LD per week is 0.50% per week or part thereof as per tender and the bidder seeks it as, say, 0.40% per week or part thereof, the maximum ceiling on LD as per tender will first be equated to weeks (10 weeks in this case) and the rate proposed by the bidder i.e. 0.40% will be multiplied by the so equated maximum period (which works out to 4%) and the quoted price will be loaded accordingly by 1%. Delivery being the essence of the contract, it is desirable if the bidder(s) adhere to the stipulated clause.

15. **Compliance of Public order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017**

GoI vide Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 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.

- A) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the 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 Enclosure 6 towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.** However, Order will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs
- B) "Bidder" for the purpose of this Order (Public Procurement No.1, 2 & 3) (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
- C) "Bidder from a country which shares a land border with India" for the purpose of this Order (Public Procurement No.1, 2 & 3) means
- a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agent of such an entity; or
 - f) A natural person who is a citizen of such a country; or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

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

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

Explanation-

- a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;
- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- (v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- D) "Agent" for the purpose of this Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 is a person employed to do any act for another, or to represent another in dealings with third persons.

16. Ranking of Bids & Determination of L-1 Bidder:

Ranking of price bids shall be done on the basis of "prices exclusive of GST on overall lowest basis considering all the items included in Rate schedule-1 to Rate Schedule-10" i.e. considering all service items mentioned in Rate Schedule-1 to Rate Schedule-10.

Online ranking visible to the bidders after opening of Part-II Price Bid is without loading parameters. However, L1 bidder will be evaluated offline by loading and applying all applicable loading parameters as mentioned in the tender documents.

In case of any discrepancy in the Blank Rate Schedule Format and actual On-Line Price Bid after opening of the price bids, the details (Taxes, Duties and any other charges) mentioned in the On-Line Price Bids shall prevail over the details in blank rate schedule format for ranking purpose.

- a. **Parallel contract:** Parallel Rate Contract will be awarded against this tender in the ratio of 60:40 of tender value as this service function is critical and vital from timely clearance of consignment. L1 bidder will be considered for awarding 60% of the tender value and balance 40% will be awarded to the willing bidder in the order of ranking subject to matching the prices for placement of order on L1 bidder. After determination of L1 bidder, L2, L3, L4 bidder serially and sequentially will be accorded opportunity to

match the prices for placement of order with overall L1 ranked bidder. In case of not matching the prices for placement of order with L1 bidder, Next ranked bidder will be given the chance to match the prices, i.e, first L2 Bidder, then L3, L4 etc in sequence. Next ranked Bidder will only be considered in case earlier bidder is not agreeing to match the prices with L1 Bidder on overall lowest basis.

17. **Consignee:** The successful bidder shall arrange for the dispatch of goods by appropriate mode as per the order and consign the same to Goods Receiving Section (MDL's Store or any designated stores at Anik Chembur yard / Nhava Sheva / Naval Stores at CWH- Ghatkopar or Mankhurd / Naval Dockyard / MbPT as per Import Section's Instructions, Mazagon Dock Shipbuilders Limited, Dockyard Road, Mumbai - 400 010 on working days (Monday to Friday) between 8.00 hrs to 15.00 hrs (Lunch Time 11.30 to 12.00 hrs) or to be delivered at the place as per instructions of Import Section Executives.
18. **Inspection:** MDL Import Section shall carry out the visual Inspection of boxes / Packages received for any damage occurred while lifting / shifting of goods etc. If any damage to the package(s) is observed Or any information of accident / Incident of damage is being reported, Import section shall call the surveyor (appointed by MDL / with whom Rate Contract or Purchase Order exists), assess the damage, cause of damage and help Property & Insurance section in filing Insurance claim.
19. **Security Deposit cum Performance Security:** Successful bidders shall have to submit Security Deposit for an amount of **3% of contract value** excluding taxes, duties, freight etc. payable in Indian Rupees (in case of indigenous suppliers) electronically through NEFT / RTGS or in the form of Bank Guarantee from list of approved banks by SBI / Canara which is uploaded on MDL website within 25 days from the date of contract, valid till 2 years from contract date + 4 weeks or through online portal given on MDL website "www.mazdock.in". No interest will be paid on Security Deposit. In case of PSU Company, indemnity Bond in lieu of BG for SD is acceptable. BG format is enclosed at Enclosure-12.

The bank details of MDL are as follows:

Beneficiary's Name	Mazagon Dock Shipbuilders Limited
Name of Bank	State Bank of India
Branch	Mazagon Br.
Branch Code	9054
Bank Address	Mazagon Branch, Mazagon, Mumbai - 400 010.
Telephone No. of Bank	23752802
Account No.	10005255246
Account Type	Current Account
IFSC Code	SBIN0009054
RTGS Code	SBIN0009054
NEFT Code	SBIN0009054
MICR / NECS Code	400002120
Income Tax PAN No.	AAACM8029J
MDL GST NO	27AAACM8029J1ZA

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

For delayed period of submission of SD beyond 25 days from date of order, the amount of interest towards delayed period of submission of security deposit will be deducted.

The rate of interest shall be as decided by competent authority in MDL which is generally SBIAR + 2 %.

In case of Bank Guarantee, it shall be sent to MDL directly by issuing bank under registered post (AD).

In case of failure to submit security deposit within 25 days from the date of placement of Contract / order, EMD submitted will be encashed and risk purchase clause would be invoked. The Security Deposit will be returned only after successful execution of the order and shall be interest free. In the event of failure to execute the order satisfactorily, the Security Deposit will be encashed by MDL.

If there is inordinate delay in submission of SD, MDL shall have right to cancel the order at the risk & cost which may also result in issuing tender holiday.

Note: Bidders can submit Security Deposit through online portal given on our website www.mazagondock.in

20. **Late Filing of Bill of Entry / Penalty / Interest / Demurrage / Detention Charges:** In case of any Fine / Penalty / Interest / Demurrage / Detention charges etc. are incurred in clearing the goods / Consignments due to delay from CHA side (not attributable to MDL / Supplier), the same shall be recovered from the CHA's Bills submitted.
- If there is any delay in obtaining the documents from MDL side, the same shall be communicated to Import section through written mail and Telephone
21. **Option Clause:** MDL retains the right to place orders for additional quantities upto a maximum of 50% of the originally contracted quantity by value at the same rate and terms of the contract. Such an option shall be available during the original period of contract. Option quantity by value during extended Delivery period is limited to 50% of balance quantity by value after original delivery period.
22. **Hindrance Register:** All hindrances with date of occurrences and removal shall be noted in the Hindrance Register. The Hindrance Register shall be signed by the reps of both MDL as well as Contractor. Executive in the rank of Chief Manager and above shall be the nodal executive of the User Department.
23. **Breach of Obligation Clause with respect to Bid Submitted:**
- In case of breach of any obligation mentioned under, the bidder shall be disqualified /debarred from the bidding process for a period of one year from the date of notification,
- i) Bidder has withdrawn / modified / amended / impaired / derogated from the tender during the period of bid validity.
 - ii) Bidder fails or refuses to execute the contract upon notification of acceptance of bid by the Purchaser during the period of bid validity.
24. **Modifications to the Bids:** Bidders desirous of submitting modified bid prior to the closing date and time may do so by submitting revised bid online not later than the deadline for submission of bids. Please note that modified bid shall be submitted through E-procurement system only.
25. MDL reserves the right to accept any or all offers in part / full without assigning any reasons whatsoever. In case of any dispute, our decision in this matter shall be final and legally binding on you.

26. **Indemnity:** You shall hold harmless and keep MDL indemnified against all claims arising as a result of infringement of any patent rights on account of manufacture, sale or use of articles covered by the order.
27. **Public Grievance Cell:** A Public Grievance Cell headed by Shri R R Kumar, GM(Tech) has 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 or send their complaints / grievances to him in writing for redressal. Telephone No: 2376 3512.
28. **Working on MDL Holidays:** Request for permission for working on Saturday / Sunday / holidays if required, should be submitted 3 working days prior to the date of holiday, to Personnel department and Security through concerned Dept.
29. All the terms & conditions of Tender Enquiry Form (TEF), General Terms & Conditions (GT & C), Standard Terms & Conditions (STACS) and the Official Secrets Act 1923 and Safety Rules shall be applicable to this tender. These GT&C & STACS are readily available for downloading from our website '<https://mazagondock.in>', go to Tenders-Shipbuilding-Material Purchase-SBMP Notifications. Any deviation from MDL tender enquiry, GT&C & STACS should be specifically highlighted, failing which it will be construed that all the terms and conditions of TEF, STACs and GT&C are acceptable to you in totality.
30. 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 support to impose any conditions at variances with the tender terms/ final negotiated & accepted terms.
31. We look forward to receive your most competitive and reasonable offer against this tender.

Regards,

(Ajay Kumar Shukla)
CM (C-MP)

Following documents are uploaded:

1. TEF acceptance format
2. GT & C acceptance format
3. STACS acceptance format
4. Rate schedule-1
5. Rate schedule 2
6. Rate schedule 3
7. Rate schedule 4
8. Rate schedule 5
9. Rate schedule 6
10. Rate schedule 7
11. Rate schedule 8
12. Rate schedule 9
13. Rate schedule 10

Enclosures:

- | | |
|--------------|---|
| Enclosure-1 | - Scope of work & Specific Terms & condition for Sea consignment. |
| Enclosure-1A | - Scope of work & Specific Terms & condition for Air consignment. |
| Enclosure-2 | - Illustrative Rate Sheet format : Schedule 1 to 9 for Sea Consignment and Schedule 10 for Air consignment. |
| Enclosure-3 | - Details of Firm. |
| Enclosure-4 | - General Terms & condition (GT&C) |

- Enclosure-5 - Standard Terms & condition (STACs)
- Enclosure-6 - Extract of Provisions of The Official Secret Act, 1923
- Enclosure-7 - GFR Declaration
- Enclosure-8 - EMD Detail
- Enclosure-9 - RTGS/NEFT mandate authorization form
- Enclosure-10 - Illustration of loading criteria.
- Enclosure-11 - BG Format for EMD.
- Enclosure-12 - BG Format for SD cum Performance Guarantee

Biennial Rate Contract for providing Services of Customs House Agent for Customs Clearance of Imported **SEA** Consignments, Transportation and Delivery of Consignments To & From MDL.

Scope of work and specific terms and conditions

1. Bidder / Customs House Agent (CHA) to quote for providing Quality Services at JNPT, MbPT & CFS Mulund, Loading, Transportation by using their own Lorry / Truck / Tempo / Trailers / Forklifts / Lifting_gears of appropriate capacity (with valid load testing certificate issued by competent authority) and in good roadworthy condition with valid certificates viz. Insurance, PUC, Fitness Certificate, Valid Driving License of Driver, etc. from appropriate Road Transport Authority and stacking the goods at designated places of Mazagon Dock Shipbuilders Limited viz. East yard / South Yard / North Yard / Alcock Yard / Anik Chembur / Nhava yard / CWH Ghatkopar / CWH Mankhurd / Naval Dockyard / MbPT as directed by HOS / CM (Import).
2. Bidder / Customs House Agent should use their own experienced Labour force at both ends for loading / unloading with the exception of unloading of Steel Materials at Anik Chembur (See note No.3 below) / CWH Ghatkopar / CWH Mankhurd.
3. For unloading steel plates and structurals at Anik Chembur, Bidder / Customs House Agent should arrange for their own labour force. utilize the labour force of Bombay Dock Labour Board (i.e. Mathadi Workers / Kamgars). At CWH Ghatkopar / CWH Mankhurd, NSD Authorities shall provide labour.
4. Bidder / Customs House Agent should use their own Cranes and lifting tackles of appropriate capacity with valid certificate issued by appropriate / statutory authority at both ends of discharge. (See Note 5 below).
5. For unloading at CWH Ghatkopar / CWH Mankhurd, Crane with operator and lifting tackles of appropriate capacity with valid certificate issued by appropriate authority shall be provided by NSD authorities respectively.
6. **No detention / waiting charges shall be paid by MDL for Lorry / Truck / Trailers unless it is attributed to MDL.**
7. Rates quoted should be per Bill of Entry / Metric Ton / Container as applicable.
8. Rates quoted shall be firm, fixed and valid till the contractual period is in force.
9. If any single consignment whose weight is more than 20 MT, the same shall be considered as Heavy Cargo even if its dimensions are less than 40 Ft. length, 8 feet width and 10 feet height.
10. If any single consignment whose dimensions are beyond 40 ft. length, 8 ft. width and 10 ft. height, the same shall be considered as Over Dimensional Cargo (ODC).
11. Any other normal consignment received along with Heavy / ODC under the same Bill of Lading / Bill of Entry as Heavy / ODC shall not be considered for clearance under same schedule.
12. If any of the consignment from Schedule 1 to 6 needs to be replaced / rectified / repaired and requires RE-EXPORT on account of Transit Damage or rejection due to wrong / defective supply etc, then corresponding rates quoted in respective schedules for import handling shall be applicable for RE-EXPORT handling.

13. CHA must have a minimum fleet of Trailers / Trucks / Low Bed Trailers / Forklifts/ Cranes for ODC and normal consignments to load and transport the consignments from Sea Port to MDL Warehouses. The Crane / Fork lift must be capable to load / unload materials as specified in different rate schedules.
14. CHA should have cleared from Customs, minimum Rs.600.00 Crores (Assessable value) worth of shipments and a minimum 100 Numbers of shipments per year and cumulative Rs.1800/- Crores (Assessable value) for last three years. Requisite documents in support of this should be submitted along with Techno-commercial offers.
15. The details of approximate shipments expected to arrive tentatively from Overseas by Sea are as follows:

Sr. No.	Container		Break Bulk		ODC
	20'	40'	Steel	Equipment	
1	200	170	120	225	105

16. **PERIOD OF CONTRACT**

- I. The Contract shall be for a period of 2 years from the date of finalization of contract / extendable for further one year if performance is satisfactory at the same terms & conditions.
- II. Mazagon Dock Shipbuilders Limited shall have the option to enter into a parallel contract with two or more Customs House Agents for the above period.
- III. Mazagon Dock Shipbuilders Limited shall also have the option to cancel the contract and award it to some other Customs House Agents for the remaining period of the Contract if in its opinion, the service provided by the Customs Agent is not satisfactory.

17. **NATURE OF SERVICES TO BE PROVIDED BY THE CUSTOMS HOUSE AGENT :**

The import of various consignments / export of finished products/ Deemed export of finished products and re-export of consignments on account of damages / rectification / repairs, Tools and equipment imported on loan basis etc. which are to be cleared fall broadly into the following categories:

A. **IMPORTS**

- i. Raw Materials including steel plates, structural & sections etc. machinery, equipments, spares, accessories, tools and any other material required for construction and for fitment on Naval Vessels. These goods are required to be cleared as per Customs Notification No. 50/2017 S.No. 559 (principal notification no-12/2012, sr no-469A) and as per amendment issued by Customs from time to time.
For the Consignments for which Duty exemption can be availed (Raw Materials for Naval Vessels / Ocean going Vessels), CHA shall collect Customs Duty Exemption letter(s) prepared by MDL and submit to CGST & Central Excise department, Mumbai for their endorsement and obtain Customs Duty Exemption certificate issued by them well in time to avoid any Demurrage / Detention charges.
- ii. Raw Material including steel, plates and Sections, machinery, equipment, spares, components, accessories and tools required for construction / repair of Ocean-going Merchant ships for domestic and export markets. The construction activities by using these materials are carried out in Custom Bonded premises under "Manufacture-in-Bond" procedure and as such they are required to be cleared under section 59 of the Customs act 1962.

- iii. Machinery & equipment, components & spares for the yard's own use against capital goods are to be cleared against payment of Customs Duty. In case goods are required for expansion / Modernization Project, registration of contract with the Customs for availing concessional rate of duty would be necessary.
- iv. Apart from the above, Components & Spares imported as per maintenance requirements are also to be cleared against payment of Customs duty.
- v. Ships stores in transit will also be received addressed to the Master of the Vessel Owned and undergoing repairs by Mazagon Dock Shipbuilders and the same are to be cleared on "MOST URGENT BASIS" on a "Transshipment Permit" and delivered to the ship, wherever berthed inside the Harbour Limits.
- vi. Unaccompanied personal effects brought from abroad by MDL personnel after completion of deputation period and arriving as containerized cargo / LCL / Break bulk are also required to be cleared.
- vii. There might be samples; replacement parts supplied by the manufacturers abroad within the guarantee period are to be cleared.

18. **BOND TO BOND TRANSFER:**

A. At times, imported items or the items under "Manufacture-in-Bond" may be required to be transferred from one Bonded Warehouse to another Bonded warehouse. In such cases the items are transferred under customs Escort.

In such cases Shipping formalities are to be completed with the customs. The documents are transferred from one Customs Authority to the other under whose jurisdiction the receiving Bonded Warehouse falls. All such formalities are required to be completed most expeditiously so that transfer of the items is not delayed.

B. As regards "Bond-to-Bond Transfer" of materials by Road / Sea is concerned. The Customs House Agent shall adhere to:

- i. **Shipping bills:** For collection of documents, representative of the Customs House Agent shall report at MDL / Anik Chembur Store on each day of such requirement.
- ii. Documents shall be submitted to customs on the same day.
- iii. All efforts shall be made to clear the documents on the same day.
- iv. In urgent cases, shipping bill shall be submitted to customs and all efforts shall have to be made by the Customs House Agent to get the documents cleared from Customs and such documents shall be brought back by the representative of the Customs House Agent on the same day i.e. late in the evening.
- v. "Forwarding Endorsement" on the shipping bills shall be collected by the representative of the Customs House Agent.
- vi. Arrangement of Preventive Officer for "Forwarding / Escorting Endorsements" shall be made by the Customs House Agent (conveyance for Preventive Officer shall be the responsibility of Customs House Agent).
- vii. On dispatch of bonded materials to its destination, Customs House Agent shall submit the triplicate copy of shipping bill to MDL / Anik Chembur yard. Original and duplicate shipping bills shall be submitted to Customs Bond department on the very next day for preparation of sealed envelope.
- viii. Sealed envelope shall be collected by the Customs House Agent and it shall be brought to Anik Chembur Yard / MDL. All efforts shall be made by the Customs House Agent to get the sealed envelope within a day or two.
- ix. Bond paper shall be bought by the Customs House Agent for the execution of transit guarantee bond and bond paper charges shall be reimbursed to the Customs House Agent along with the bill of the respective shipping bill.

- x. If the quantity mentioned in the shipping bill is not dispatched due to unforeseen reasons (in partially / fully) it shall be the responsibility of the Customs House Agent to get the shipping bill amended / cancelled from the customs. If bonded materials are to be dispatched by Sea, Customs House Agent shall liaison with shipping agents. On completion of the above formalities only, Agency Fees shall be payable, which shall be firm and fixed irrespective of the size and value of the consignment.

19. RE-WAREHOUSING

As regards re-warehousing, formalities to be completed:

- i. On receipt of the bonded materials along with the sealed envelope / Xerox copy of the shipping bill at Anik Chembur Yard / MDL (under bond to bond transfer) Customs House Agent shall obtain the receipt signature from the Preventative Officer posted at Alcock / Anik Chembur, Bond Store.
- ii. These documents shall be submitted to customs along with the Bond Bill of Entry, which shall be prepared by the Customs House Agent.
- iii. On completion of "Into Bond" formalities, overtime charges if any, for Appraiser shall be deposited by the Customs House Agent and Appraiser shall be brought by the Customs House Agent. (Conveyance for Appraiser shall be the responsibility of the Customs House Agent). Overtime charges deposited in customs shall be reimbursed to the Customs House Agent along with the bill of the said job.
- iv. On completion of examination / appraising work, re-warehousing certificate shall be prepared and Superintendent's signature shall be obtained for having re-warehoused the consignment, by the Customs House Agent.
- v. Two copies of such certificates shall be brought and handed over to Anik Chembur Yard by the Customs House Agent.
- vi. In urgent cases, if part quantity is received, examination / appraising shall be arranged by the Customs House Agent without waiting for the balance quantity. On receipt of balance quantity again examination / appraising shall be arranged by the Customs House Agent for the balance quantity.
- vii. In case bonded materials are received by Sea, Customs House Agent shall liaison with Shipping Agent.
- viii. Appraisal / examination at the time of extension of Bonds and necessary documentation / processing for the same shall be undertaken by the Customs House Agent.

20. TRANSFER OF INDIGENOUS MATERIAL

As regards transfer of indigenous materials by sea is concerned:

- i. It shall be the responsibility of the Customs House Agent to prepare the Coastal Shipping bill and arrange clearance from Customs.
- ii. Examination of such goods shall be arranged by the Customs House Agent.
- iii. Customs House Agent shall liaise with the Shipping Agent.

21. EX-BONDING

If any bonded material is required for home consumption, Customs House Agent shall complete all customs formalities, i.e. filing of Ex-Bond B/E and passing of the same from customs and also examination / appraising shall be arranged by the Customs House Agent. As duty is required to be paid for ex-bonding of bonded materials for home consumption, interest is also payable to customs as per prevailing rates, it is therefore, necessary to complete the ex-bond formalities immediately on getting advice for the same. Completion of customs formalities shall not take more than 15 days from the date of advice received in the Customs House Agent's Office. Delay, if any, on the part of Mazagon Dock Shipbuilders Limited, in furnishing documents, documentary evidence / technical explanation necessary for completion of the formalities shall be brought to the personal notice of GM (Materials) immediately.

22. EX-BONDING - SCRAP: Same as specified at **Sr. No. 21.**

23. GENERAL TERMS:

- i. MAZAGON DOCK SHIPBUILDERS LIMITED shall forward the Pre-alert documents through email / supply the shipping documents in respect of all Imports as well as exports. It is the responsibility of the Customs House Agent to make necessary arrangement to collect the same on the day of intimation (and in urgent cases, by deputing a special messenger on telephonic request). MDL provides visitor pass for completing necessary formalities, on intimation after reaching MDL - Reception, which is valid for 2 Hours on working days.
- ii. The Customs House Agent is also required to liaison with Shipping Lines or Steamer Agent, and arranges to collect the Documents viz. freight bill(s) and copy of B/L immediately after arrival of ship / filing of IGM and send the same to MDL for preparation of requisite documents for clearance. Special attention shall have to be given in respect of urgent / anticipated consignment so that no time is lost in clearing the same.
In case of urgency of the materials, the same shall be cleared and transported to MDL safely without demanding for any extra charges other than those applicable.
- iii. The Customs House Agent shall take all steps to prevent loss or damage to goods while handling. They shall arrange Liner (Steamer) / Dock / Insurance Survey in respect of all consignments before lifting the same from Docks within the free days available and inform MDL in advance so that their representative may be present at the time of survey. They are also required to lodge the initial claim in such cases, with the Carriers, MbPT and Insurance Company within the stipulated period and forward the Survey Report and relevant documents to MDL within 5 days for further pursuit of claim. The survey fees paid shall be reimbursed to the Customs House Agent on production of evidence, along with their bill.
- iv. In case of short landings, Customs House Agent shall arrange to obtain and forward short landing certificate and keep the claim alive with the carriers till receipt of short landing certificate. **Customs duty shall be paid only after the consignment is traced.** They shall also lodge the claim with the carriers, Insurance Company and ensure that claim for refund of customs duty, if paid, is kept alive.
- v. Reappraisal / examination at the time of extension of Bonds and necessary documentation / processing for the same shall be undertaken by the Customs House Agent.
- vi. Every effort shall be made by the Customs House Agent to clear the goods most expeditiously so that the Demurrage is avoided. In cases, where delay is caused for want of documents, Customs House Agent shall endeavor to deposit the goods in Bonded warehouse under Section 49 of Customs Act, 1962, pending final clearance so that the demurrage could be saved. On receipt of the clearance Bill, the facts

- stated in clearance progress reports shall be scrutinized by Mazagon Dock Shipbuilders Limited, on the basis of MDL's record and demurrage incurred due to failure on the part of Customs House Agent will be recovered from them.
- vii. Stamp Duty up to Rs.5000/- maximum per B/E shall have to be paid by the Customs House Agent and subsequently claim in their bill.
CFS, THC, Freight, Customs Duty, etc. up to Rs.25000/- maximum per B/E shall have to be paid by the Customs House Agent and subsequently claim in their bill. In cases, where the amount of CFS, THC, Freight, Customs Duty, etc. payable per Bill of Entry, exceeds Rs.25000/-, advances shall be given to the Customs House Agent by e-payments / NEFT / RTGS etc. on a written request intimating the particulars of the consignment and the actual amount payable. **In exceptional cases, like exigencies of clearance, the payments above Rs 25,000/- made by CHA on behalf of MDL to avoid delay and demurrage, shall be reimbursed to CHA, immediately on producing the documentary evidence in writing to HOD(M)/GM(M).** Where the amount drawn by Customs House Agent is in excess, which can only be in rare cases, the excess amount drawn shall be returned to MDL, As Soon As Possible. It shall neither be retained pending for preparation of bills in respect of that consignment. As regards payment to MbPT charges, MDL is having a Deposit Account with MbPT, which has to be debited for this purpose. The Customs House Agent shall keep a watch on availability of funds in the Deposit Account (minimum balance of Rs.1 Lakh at Indira Dock **and** give prompt intimation to MDL so as to enable replenishment of funds on time, to this Deposit Account. Statement from MbPT Deposit Account Books shall be submitted to MDL Account Section every month for adjustment purpose.
- viii. Wherever a contract is registered with the Customs for clearance of the Project consignment, it shall be the responsibility of the Customs House Agent to ensure that proper documents are submitted to the Customs and the Contract is finalized to the satisfaction of the Customs. Wherever ITC Bonds are given, Customs House Agent shall ensure that the respective Licence / Bond is dealt within the prescribed period.
- ix. For Voluminous Cargo, the transportation charges will be considered on the basis of Volumetric Weight. Gross Weight / Volume mentioned in Bill of Lading will be considered for calculation of Volumetric Weight.
Formula for conversion of Volume into Weight shall be **2.3 CBM = 1 Ton**. Volumetric conversion will apply only in cases involving extra transportation by the CHA and transportation charges will be calculated based on volumetric weight.
- x. Customs House Agent shall have sufficient and well experienced / qualified staff well conversant with the latest Customs rules & regulations, classification and able to act independently at Customs and Docks with full-fledged office at Mumbai having best service of manpower to collect / accept the document from concerned Authorities for speedy Clearance activities.
Also Customs House Agent shall have status of AEO – LO ie Authorised Economic Operator-LO (optional).

24. **DEMURRAGE:**

- i. The consignments are required to be cleared before the free day in order to avoid any demurrage. The demurrage charges attributable to the Customs House Agent, due to failure on their part shall be recovered from their bill. The Bill should accompany all the relevant Seals (Chappas) & a certificate confirming that those are the Seals (Chappas) pertaining to the consignment. If subsequently noticed that any other Seal (Chappa) pertaining to that consignment was not enclosed with the Bill, the entire amount of that particular Seal shall be recovered from the Customs House Agent.

- ii. In general, MDL does not accept the demurrage incurred on clearance of the consignments unless the cases are put up in writing to MDL and the proposal is endorsed by Import Section of MDL. Since MDL has a Deposit Account with MbPT and the demurrages incurred will be automatically debited to the amount, the Customs House Agent shall be responsible for furnishing the full details of the MbPT Charges debited in the Pass Book and any demurrage recovered from MDL which is not authorized by MDL representative in respect of consignments cleared by the Customs House Agent shall be recoverable from the Customs House Agents bill.
- iii. During Monsoon / when it is raining, the consignments shall be properly covered by Tarpaulin to avoid damages to the consignment due to rainwater.
- iv. In case the packages pertaining to a consignment could not be located at the first instance, those located shall be delivered in the first instance pending location of the remaining cases.
- v. The Customs House Agent shall submit only one consolidated Bill for each B/E after clearing the consignment fully and/or obtaining short landing certificate wherever necessary. The bill shall be supported by all the relevant documents such as delivery challans signed by MDL staff / Naval Store staff, photocopy of B/E, photocopy of Custom attested Invoice, test certificate, Vouchers / Certificates for claim reimbursement of actual expenses etc., complete in all respects.
The bill shall clearly indicate the advances received and the net amount claimed. It may be noted that the bills for clearance of part consignments and supplementary bills shall not be entertained. The bills are to be submitted within *five* working days from the clearance of the consignments. Bill shall be normally paid within Thirty days of submission. MDL shall not be liable to pay any interest on any payments, which may for any reason be delayed beyond this period. For the bills submitted after seven working days from the date of clearance of the consignments, payment shall be delayed beyond the above stipulated period.
- vi. Without prejudice to any other rights, MDL shall have the right to adjust any sum that may become recoverable from the Customs House Agent against the Security Deposit and the Customs House Agent shall make good the deficit so that the total amount of security Deposit shall not at any time be less than the specified amount.
- vii. MDL reserves the right to enter into parallel contracts with more than two Customs House Agents at their discretion. The mere mention of any item of work in the contract does not, by itself confer a right on the Customs House Agent to demand that the work relating to such item shall necessarily or exclusively be entrusted to them. MDL retains full discretion to allocate any work to one or more Customs House Agents, simultaneously, if so deemed necessary by MDL.

25. DELIVERY OF CONSIGNMENTS:

MDL, being a Defense PSU under the administrative control of Ministry of Defense, the delivery of the imported high value and sensitive consignments at the place / destination as shown in the schedules shall be accompanied by an experienced, responsible person with prior appointment of concerned Store's Executive. The material has to be delivered within the normal working hours i.e. 9 AM to 3.30 PM. In general, Stores will not be kept open beyond normal working hours. In case, occasion arises for effecting delivery due to urgency beyond the normal working hours, prior intimation / permission of Import Section / Stores is essential. If delivery is not effected, entire amount for keeping stores open will be recovered from Customs House Agent's bill. The delivery challans shall clearly indicate the description of the items, Order No. & date, Invoice No. & date, B/E No. & date, etc. and a responsible person of the Customs House Agent shall accompany the consignments for ensuring their safe delivery and furnishing such clarifications as may be required. A Photocopy of B/E and photocopy of Custom attested invoice / packing list shall be submitted to the receiving Stores along with consignment. Exchange control copy of B/E, duplicate copy of B/E & Custom attested invoice to be submitted along with bill.

E-Way Bill: Wherever e-Way bill is required, Corresponding MDL Store's executive shall prepare the same on intimation of requisite details viz. Copy of BE, Invoice, Packing list, Lorry / Truck / Trailer / Tempo No., Lorry receipt No. etc through email.

Customs Duty Exemption Certificate: CHA to collect CD Exemption Certificate from MDL and obtain signature from Customs Office at either Marine Lines / Fort, Mumbai wherever applicable. And same is required to be submitted at Customs clearance in time.

26. LIABILITIES OF CUSTOMS HOUSE AGENT REGARDING LOSSES, DAMAGES ETC.

- i. The Customs House Agent shall abide by all the instructions that might be given to them by the Authorities of MDL. They shall always be bound to act with due diligence and to use their professional skill to ensure speedy clearance and delivery of all materials and to make compensation to MDL in consequences of neglect, want of skill or misconduct of themselves or their employees and / or Agents.
- ii. If, however, HOD (Materials) is not satisfied with the work of clearance of a particular consignment, They may get the work done by any other Customs House Agent at their discretion and the extra expenses, if any, incurred on this account by MDL shall be recovered from the Customs House Agent to whom the work was originally entrusted.

27. SUB-LETTING OF THE CONTRACT:

The Customs House Agent shall not sublet, transfer or assign the work or any part thereof without the prior written approval of MDL. The Customs House Agent shall be wholly responsible for demurrage incurred and other losses suffered by MDL, as a result of breach of this condition by the Customs House Agent.

28. TERMINATION AND MISCELLANEOUS PROVISIONS:

- i. In the event of the Customs House Agent going into liquidation or winding up their business, or making arrangements with their creditors or failure to observe any of the provisions of the contract or their performance being unsatisfactory, MDL shall have the right to terminate the Contract forthwith in addition to and without prejudice to any other rights of remedies available to MDL and the Customs House Agent shall have no claim for any compensation in such an event. MDL shall be entitled to recover from the Customs House Agent, the consequential loss / extra expenditure incurred by MDL.
- ii. MDL shall be entitled to claim from the Customs House Agent any costs or expenses or losses that MDL may incur by reasons of the breach of any of the provisions of the contract by the Customs House Agent.
- iii. MDL reserves the right to divert the clearance and shipment of cargos originally allotted to the Customs House Agents to any other agency as may be deemed fit and proper at any time during the currency of the contract at the sole expenses, risk and responsibility of the former Customs House Agent, in case the performance of the Customs House Agent is found to be unsatisfactory and/or detrimental in the interest of MDL. Such diversion shall be at the discretion of HOD (M) and shall be final and binding on the Customs House Agent.

29. LABOUR:

- i. Labour utilized by the Customs House Agent for handling any work under the contract either in the premises of MDL or elsewhere shall be treated as the employees of the Customs House Agent and MDL shall have no liability whatsoever in this regard. The Customs House Agent shall fully indemnify and hold MDL harmless against any claims arising as a result of the failure of the Customs House Agent to comply with this clause and/or any injuries / damages suffered by their workmen.

- ii. The Customs House Agent shall furnish a fortnightly status report to HOS (Import) / CM (Import), indicating therein all the pending items, reasons for delay in their clearance and the steps taken / proposed to be taken for expediting their clearance.
- iii. The rates finalized in the contract are firm and fixed during the entire currency of the contract and no claims for escalations shall be entertained for any reason whatsoever.
- iv. Wherever Central / State Government has made statutory requirement for the engagement of labour, the Customs House Agent is required to abide by the same. In Anik Chembur Yard Customs House Agent shall deploy Mathadi Labour only.

30. EXPENSES BORNE BY MDL FOR CUSTOMS CLEARANCE OF IMPORTED CONSIGNMENTS / RE-EXPORT OF IMPORTED CONSIGNMENTS FROM MDL AND COMPLETION OF ALL CLEARANCE FORMALITIES FOR DEEMED EXPORT OF FINISHED PRODUCT.

- i. The following statutory expenses required to be paid to various authorities for clearance formalities will be borne by MDL

Sr. No.	NATURE OF PAYMENT	AGENCY TO WHICH PAYMENT IS MADE
1.	Sea Freight	Shipping Company or its Agent
2.	Custom Duty	Customs
3.	Blank	
4.	Notary / Bond Paper Charges	Customs House Agent*
5.	EDI Charges	Customs House Agent*
6.	Stamp Duty	State Govt. Authorities
7.	Administrative Charges	Shipping Company or its Agent
8.	Terminal Handling Charges	Shipping Company or its Agent
9.	Container Charges	Shipping Company or its Agent
10.	Container Detention Charges	Shipping Company or its Agent
11.	Trucking Charges	Shipping Company or its Agent
12.	Stevedoring Charges	Shipping Company or its Agent
13.	Consolidation Charges	Customs House Agent *
14.	Customs Escort Charges	Customs
15.	Warehousing Charges / CFS charges	JNPT / MbPT / CFS / CCI / CWC/ Any Other CFS.
16.	Any other charges	Shipping Company / Port Authority
17.	Bank charges	Customs House Agent *
18.	Insurance / Dock Survey Fee	Surveyor
19.	Insurance Premium for Container	Insurance Company
20.	Advance Payment	Customs House Agent**
21.	Blank	

*On reimbursable basis to –Customs House Agent

** To be adjusted against the final bill of Customs House Agent

Abbreviations used:		
	MbPT	Mumbai Port Trust
	JNPT	Jawaharlal Nehru Port Trust, Nhava Sheva
	CFS	Container Freight Station (Mulund)
	CCI	Container Corporation of India
	CWC	Central Ware Housing Corporation.

31. POLICE VERIFICATION OF EMPLOYEES:

- i. As the job is to be carried out in MDL / JNPT / MbPT / NAVAL DOCKYARD/ **NSD GHATKOPAR / WED MANKHURD**, all being prohibited and restricted area as declared by the Government of India, the Customs House Agent shall employ only those persons who have been cleared by the Police for their character and antecedents and they shall produce relevant documents to that effect as and when demanded by MDL.
- ii. During the Contract period, the Customs House Agent shall not employ any Foreign National. Any such act shall be liable for immediate termination of the Contract and they shall be debarred from dealing with MDL and other Public Sector Undertakings.

32. FORCE MAJEURE:

If, at any time during the execution of the Contract, the performance in whole by the Customs House Agent is delayed by any reason of Force Majeure situations such as acts of public unrest, civil Commotion sabotage, hostilities, war, fire, explosions, epidemics, quarantine restrictions, strikes, lock-outs, natural calamities like floods, earthquakes, volcanos, storms etc., 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 MDL as to whether activities can resume or not, shall be Conclusive and final.

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.

MDL may extend the delivery schedule as mutually agreed, on receipt of written Communication from the Customs House Agent 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, MDL shall have the right to cancel the Contract without any financial implication to MDL or on terms mutually agreed to.

33. ARBITRATION:

Any dispute / differences between MDL & Customs House Agent arising out of and in Connection with the Contract shall be settled amicably by mutual negotiations. Unresolved disputes / differences, if any, shall be settled by Arbitration and the arbitration proceedings shall be Conducted at Mumbai in English language, under the Arbitration and Conciliation Act 1996 and decision arrived at shall be final and binding on both parties.

In case of unresolved difference / dispute between MDL & Customs House Agent, MDL being a PSU, difference / dispute shall be referred by either party to the Department of Public Enterprises, as per extant guidelines.

34. INDEMNIFICATION:

The Customs House Agent or his employees while on MDL's site, for the purpose of this Contract shall indemnify MDL against direct damage and or injury to the property and or the personnel of MDL or its employees and to the extent caused by the negligence of the Customs House Agent 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.

35. USE OF UNDUE INFLUENCE / CORRUPT PRACTICES:

- i. The Customs House Agent shall give an undertaking that he has not given, offered or promised to give, directly or indirectly any gift, Consideration, reward, Commission, fees, brokerage or inducement to any person in service of MDL or otherwise in procuring the Contract or for bearing to do or for having done or for borne to do any act in relation to obtaining or execution of the Contract with MDL for showing or for bearing to show favour or disfavour to any person in relation to the Contract or any other Contract with MDL. Any breach of the aforesaid undertaking by the Customs House Agent or any one employed by him or acting on his behalf (whether with or without the knowledge of the Customs House Agent) or the Commission of any offence by the Customs House Agent or any one employed by him or acting on his behalf as defined in Chapter IX of the Indian Penal Code, 1980 or the Prevention of Corruption Act 1947 or any other Act enacted for the prevention of Corruption shall entitle MDL to cancel the Contract and all or any other Contracts with the Customs House Agent and recover from the Customs House Agent, the amount of any loss arising from such cancellation. The decision of MDL or its nominee to the effect that a breach of the undertaking has been Committed by the Customs House Agent and shall be final and binding on the Customs House Agent.
 - ii. The Customs House Agent shall not offer or agree to give any person in the employment of MDL, any gift or Consideration of any kind as "Inducement" or "reward" for doing or forbearing to do or for having done or fore-borne to do any act in relation to the obtaining or execution of the Contract(s). Any breach of the aforesaid Condition by the Customs House Agent or any one employed by them or acting on their behalf (whether with or without the knowledge of the Customs House Agent) or the Commission of any offence by the Customs House Agent or by any one employed by them or acting on their behalf which shall be punishable under the Indian Penal Code 1980 or the Prevention of Corruption by Public Servants, shall entitle MDL to cancel the Contract(s) and all or any other Contracts and then to recover from the Customs House Agent the amounts of any loss arising from such Contracts' cancellation, including but not limited to imposition of penal damages, forfeiture of Security Deposit, encashment of the Bank Guarantee and refund of the amounts paid by MDL.
 - iii. In case, it is found to the satisfaction of MDL that the Customs House Agent has engaged an agent or paid Commission or influenced any person to obtain the Contract as described in clauses relating to Agents / Agency Commission and use of undue influence, the Customs House Agent on a specific request of MDL shall provide necessary information / inspection of the relevant financial document / information
36. In urgency, if MDL provides Crane / Forklift and manpower (If available) and with prior approval from stores, then deductions from transportation charges will be as follows:
Crane / Forklift with operator - 20%
Manpower – 5%

Please note that it is the responsibility of CHA to arrange his own unloading gears for unloading of Cargo at MDL stores, however in urgency only, CHA may request for MDL unloading gears / manpower with prior intimation to Stores. The unloading gears will be provided only on availability. MDL does not bear the responsibility of delay due to non-availability of unloading gears.

37. BANNED OR DE-LISTED CONTRACTORS:

The bidder / Customs House Agent shall give a declaration that they have not been banned or de-listed by any Government or quasi Government Agencies or PSUs. If a bidder / Customs House Agent has been 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 them for participating in this tender.

38. OFFICIAL SECRET ACT- 1923:

Customs House Agents shall adhere to the various clauses mentioned in the said Act during the currency of the Contract.

39. VIMP: Only one Rate Sheet is applicable for single consignment / shipment / cargo falling in that respective category.

40. In exceptional cases availability of Crane/ Fork Lift are to be confirmed from respective stores in advance.

Biennial Rate Contract for providing Service of Customs House Agent at Air Cargo Complex, Sahar, Andheri, Mumbai for Customs Clearance of Import / Export Air Consignments and Transportation & Delivery of Consignments to & from all MDL Stores / Naval Stores.

SCOPE OF WORK AND SPECIFIC TERMS & CONDITIONS

I. Nature of services to be performed by the Customs House Agent:

Our Import / Export Consignments, which are to be cleared, fall broadly under the following categories:

- i) Machinery equipments, components, spares, tools and accessories required for construction or fitment to Naval Vessels / Coast Guard Vessels / Submarines / Merchant Ships, which are specifically exempted from payment of Basic Customs duty by issue of a Customs Notification No. 50/2017 - dated 30.06.2017.
- ii) Machinery Equipments, Components and Spares for the yard's own use against capital goods to be cleared on payment of duty. In case goods are required for an expansion project, registration of contract with Customs for availing concessional rate of duty should be necessary.
- iii) Apart from the above, Components and Spares are also imported as maintenance requirement against A.U. Licence, which are also to be cleared against payment of customs duty.
- iv) Ships stores for ship in transit will also be received addressed to the Master of the Vessel owned and under-going repairs in MDL. The same are to be cleared on MOST URGENT BASIS on a Transshipment permit and delivered to the ship wherever berthed inside the Harbour limits.
- v) Occasionally Foreign Technicians may bring some tools or spares in emergencies, as accompanied / unaccompanied baggage, which will have to clear most expeditiously.
- vi) Baggage of Company's employees arriving from aboard on transfer.
- vii) There might be samples / replacements parts within guarantee period supplied by the manufacturer aboard to be cleared OGL.
- viii) Raw material: Steel plates and sections etc. may be imported as a special case and same will have to be cleared as stated in point (i) above depending on Projects requirement.

II. Clearing charges & Contract period:

- i) The Customs House Agent shall render services as per the terms and conditions as set forth with in this tender. The Clearance charges will be paid on the basis of rates shown in Enclosure IV Rate schedule - 10. The rates shall remain firm and fixed during the entire period of the contract and that no claims for escalations will be entertained for any reason whatsoever.
- ii) The Contract shall be for a period of Two Years from the date of finalization of Contract / Issue of LOI. However, the contract may be extended for a

period of 1 year depending on the performance of contractor with same terms and conditions including rates.

III Documentation:

- i) The Customs House Agent is required to liaise with Airlines or their Agents / Consolidators and arrange to collect documents like Air Way Bill, Invoice, Packing list, Cargo Arrival Notice, etc. and forward copies of the same to MDL immediately on arrival.
- ii) The Customs House Agent is also required to confirm from MDL the nature of Bill of Entry under which the consignment is to be cleared. In cases where documents such as catalogue, write-up literature etc. are required the same should be communicated and collected from us on Top Priority. Documents such as FC, BC, BRO, duty charges / Duty Exemption Certificate etc. will be collected personally from our office or customs office on day-to-day basis. Special attention will have to be given in respect of each consignment so that no time is lost in clearing the same.
- iii) Customs House Agent will have to clear the Consignment at the earliest on availability of all the relevant documents / cheque etc from MAZAGON DOCK SHIPBUILDERS LIMITED, failing which, the demurrage incurred will be deducted from the Customs House Agent's bill.
- iv) The Customs House Agent will take all steps to prevent loss or damage to goods while handling. They shall arrange survey in respect of all consignments outwardly found damaged before lifting the same from Airport and inform MDL in advance so that its representative may also be present at the time of survey. They are also required to lodge the initial claim in such cases with carriers and underwriters and pass on the Survey report to MDL for further action. The survey fees paid will be reimbursed to the Customs House Agent on production of evidence along with their Bills. CHA should ensure that material get delivered at MDL Stores without any damage / loss. Any damages / loss to the consignments due to CHA's negligence will be recovered from CHA's bill.
- v) In case of short landings, the Customs House Agent will arrange to obtain and forward short landing certificates. Customs duty should be paid only after the consignment is traced. They should also lodge the claim with Underwriters and carriers and keep the claim alive till the time short landing certificate is issued.
- vi) Consignments should be cleared at the earliest, within free period permissible. Demurrage incurred due to delay in clearance from CHA side including SATURDAY and SUNDAY will be recovered from CHA bill.
- vii) Custom Duty, Freight, warehouse / demurrage up to Rs. 25,000/- will be paid by the Customs House Agent and same will be claimed in their final bill. The freight, Custom Duty above Rs. 25000/- will be directly paid to the concern authority by MDL on request from CHA. The amount above Rs. 25000/- for warehouse charges to MIAPL and D.O. charges to liner will be initially paid by CHA and the same will be reimbursed immediately on CHA's request as advance on producing documentary evidence of payment to avoid demurrage and detention. Where the amount drawn by the Customs House Agent is in excess, which can only be rare cases, the excess amount drawn should immediately returned to MDL. It should not be retained pending preparation of bills in respect of that consignment nor should it be utilized for clearance of

any other consignment. While submitting bills as per each Air Way Bill Number, advance drawn on each head should be supported with documentary proof to clear the final bill.

- viii) Whenever ITC Bonds are handed over to the Customs House Agent, they should ensure that the respective License / Bond is dealt with within the prescribed period.

IV. Delivery of Consignment:

- i) The delivery of the imported consignment at the places / destination / Stores at MDL / Naval Depots at Ghatkopar and Mankhurd / Naval Dockyard shall be made progressively by the Customs House Agent within the normal working hours i.e. 8.00 a.m. to 3.30 p.m. In case occasions arise for effecting delivery beyond the normal hours of working, prior intimation must be given by 2.00 PM. The delivery challan should clearly indicate the description of material, number of packages, our P.O. No. and date, Invoice No. and date, Bill of Entry No. and date, etc. and a responsible person of Customs House Agent will accompany the consignment for ensuring their safe delivery up to MDL's Stores and furnishing such clarification as may be required. Material will be unloaded by MDL in respective stores.
- ii) Every delivery should be accompanied with the copy of Bill of Entry and copy of Custom attested invoice for Bonded consignment the duplicate B/E should be submitted to the Bond.

V. Delivery of Part Consignment:

In case of all the packages pertaining to a consignment cannot be located at the first instance; those located should be delivered in the first instance pending delivery of the short landed packages. If so, short landing report to be prepared and submitted to the respective Authority and copy to MDL.

VI. Acceptance of consignment by MDL:

- a) In normal circumstances the consignments shall be delivered between 8.00 AM to 3.30 PM. However in exceptional cases the Bonded Cargo will be accepted by MDL on the same day of the delivery, even if it is beyond the working hours.
- b) The efforts should be made by you to deliver the cargo in MDL by 8.00 PM. The intimation regarding delivery should be given latest by 03.00 PM on that day.
- c) If the store is kept open to receive the shipment and if no delivery is effected on that day then the entire cost of keeping the stores open will be recovered from you.

VII Transportation of Consignment:

- a) If the consignment is voluminous as compared to the weight and if the same cannot be transported in one vehicle.
- i) If the consignment can be split, then you can deploy additional vehicle of the same class with the consent of User dept.
- ii) If the consignment cannot be split then the next higher capacity vehicle can be used for transportation of shipment.

- b) If the consignment is less in weight pertaining to the category at Rate Schedule-10, Sr.No.111 to 113 but having extra ordinary length and can be accommodated only in a truck then such consignment will be transported in a truck and the charges will be paid as per Rate Schedule.10, Sr. No114.

VIII Submission of Bills:

- i) The Customs House Agent will submit only one consolidated Bill for each Bill of Entry in the respective Accounts Department of MDL as per normal practice. The Bill should be supported by all relevant documents such as delivery challans certified by respective Stores Officer, E.C. copy of B/E, Custom attested invoice, test certificate, voucher / certificate for claim for reimbursement of actual expenses etc. complete in all respect, as required with reference to the agreed rate schedule. The Bill should clearly indicate the advances received and the net amount claimed with documentary proofs. Bills for clearance of part consignment and supplementary bills will not be entertained. Each Bills should indicate CHA GST Number without which bill will not be processed.
- ii) No detention charges for truck / tempo etc. will be paid by MDL at MDL stores.
- iii) Without prejudice to any other rights, MDL shall have the right to adjust any sum that may become recoverable from the Customs House Agent against the Security Deposit and the Customs House Agent will make good the deficit so that the total amount of Security Deposit shall not at any time be less than the specified amount.

IX. Liabilities of Customs House Agent regarding Losses, Damages etc.:

- a) The Customs House Agent will abide by all the instructions that might be given to them by the Head of the Dept. / GM (Materials) or any other officer nominated by him. They shall always be bound to act with diligence and to use their professional skill to ensure speedy Clearance and delivery of all materials and to make compensation to MDL in consequence of neglect, want of skill or misconduct of themselves or their employees and / or Agents. Any loss / damage to the consignments due to CHA's negligence will be on CHA's account and recovered for CHA's clearing bills.
- b) If, the Head of the Dept. / GM (Materials) is not satisfied with the work or clearance of any particular consignment is unduly delayed, they may get the work done by any other Customs House Agent at their discretion, and the extra expenses, if any incurred on this account by MDL, same will be recovered from the Customs House Agent.

Daily / Periodical Returns:

- a) A progress report of clearance statement should be submitted to Import Section giving details of consignments cleared / to be cleared on daily basis, with our reference no, detail of shipment and demurrage amount.
- b) The Customs House Agent will submit monthly statement to MDL indicating details of Bond executed / cancelled with custom.

General:

- i) Without prejudice to any other rights under law or under the contract, MDL reserve its right to terminate the contract without any notice if in the opinion of MDL, the Customs House Agent has failed to observe and perform any of the terms and conditions of the contract.
- ii) MDL also reserve its right to terminate the contract at any time without

- assigning any reasons by giving three months' notice of their intention to do so in writing to the Customs House Agent and the Customs House Agent will not be entitled to any compensation by reason of such termination. The Customs House Agent will not have option to terminate the contract before its expiry period.
- iii) In the event of Customs House Agent going into liquidation or winding up their business or making agreements with a third party, MDL will have the right to terminate the contract forthwith, forfeiting the Security deposit.
 - iv) Without prejudice to their right of termination as stated above also to any other right in law if at any time during the currency of the contract, the Customs House Agent fails to render all or any of the services required under the scope of work satisfactorily in the opinion of MDL, whose decision shall be final and binding on the Customs House Agent. MDL reserves the right to get the work done by any other parties or departmentally at the Customs House Agent's risk and cost.
 - v) The Customs House Agent shall not be entitled to split, transfer to any other party this contract or any part of the contract during the currency of the contract.
 - vi) In case of such termination or expiry of contract by efflux of time or otherwise, the Customs House Agent shall be permitted to complete the transaction part performed within three months from the date of such termination or expiry of the contract. The Customs House Agent will transfer all other assignments, which in their opinion cannot be completed within three months' time to MDL for making their own arrangements.
 - vii) MDL also reserves the right to enter into parallel contract simultaneously or at any time during the currency of this contract with one or more agencies for rendering similar services.
 - viii) At any time during the continuance of the contract, the performance in whole or in part by either party or any obligation under the contract is prevented or delayed by reasons of hostility, acts of any public enemy, Civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine, restrictions, strikes, lock-outs, or acts of God then, neither party shall have any claim for damages against the other in respect of such non-performance and delay in performance, provided notice of the happening of any such event is given by the affected party to the other, within 48 hours from the occurrence thereof. If such event continues beyond a reasonable period (which shall be determined by the Head of the Dept. (Materials) in each case, based on Merits. MDL shall have the right to re-allot the work to some other agency or to terminate the contract, as may be deemed appropriate by MDL.
 - ix) Labour utilized by the Customs House Agent for handling any work under the contract either in the premises of MDL or elsewhere will be treated as the Customs House Agent's employees and MDL shall have no liability whatsoever in this regard. The Customs House Agent will comply with all statutory requirements, Governments Regulation, etc. in this regard. The Customs House Agent will fully indemnify and hold MDL harmless against any claims arising as a result of failure of the Customs House Agent to comply with this clause and/or any injuries/damages suffered by the workmen.

- x) Any dispute/differences between the parties arising out of and/or in connection with this contract shall be settled amicably by mutual negotiations. Unresolved disputes/differences if any, shall be referred to a sole Arbitrator to be appointed by Chairman & Managing Director of MDL for adjudication. Such Arbitration shall be governed by the provisions of Arbitration & Conciliation Act 1996 as amended from time to time. The venue of Arbitration shall be at Mumbai and be conducted in English language. However, in case of contract between MDL and another Central PSU, the above procedure shall not be applicable and the same shall be governed by the guidelines issued by department of Public Enterprises for resolving such disputes.
- xi) The Customs House Agent will abide by all the statutory requirements of Central and State Government rules and regulations in force from time to time during the tenure of the contract.

Customs House Agent:

- a) CHA should submit valid CHA licence issued by Custom Authority, shop & establishment registration certificate with organization profile:
- c) MAZAGON DOCK SHIPBUILDERS LIMITED shall supply the shipping documents in respect of all Imports and it is the responsibility of the Customs House Agent to make necessary arrangement to collect the same every day (and in urgent cases by deputing a special messenger on telephonic request). MDL is providing temporary entry pass necessary formalities to be completed.
- d) Customs House Agent shall have sufficient and well experienced / qualified staff well conversant with latest Custom rules & regulations, classification (HS codes) & able to act independently at Customs and Docks with full-fledged office at Mumbai having best service of manpower to collect / accept the document from concerned Authorities for speedy Clearance activities.
- e) **E-Way Bill:** Wherever e-Way bill is required, Corresponding MDL Store's executive shall prepare the same on intimation of requisite details viz. Copy of BE, Invoice, Packing list, Lorry / Truck / Trailer / Tempo No., Lorry receipt No. etc through email.
- f) **Customs Duty Exemption Certificate:** CHA to collect CD Exemption Certificate from MDL and obtain signature from Customs Office at either Marine Lines / Fort, Mumbai wherever applicable. And same is required to be submitted at Customs clearance in time.

Rate sheet for Sea Consignment**Schedule-1**

Customs Clearance, Loading, Transportation, Unloading and Delivery, etc. of Steel Plates up to sizes (10m x 2.5m & above size) & Structural arriving as break bulk cargo from MbPT / JNPT / CFS Mulund to MDL / Anik Chembur / Nhava Yard / CWH Ghatkopar / CWH Mankhurd Rate (Rs.)						
Item no	Item Description	Unit of Measure	Quantity	Unit Rate	Applicable Tax	Total
101	Steel Plates for Weights up to 20 MT only Size up to 12 x 2.5 mtrs	Lumpsum	25			
102	Steel Plates for Weights up to 20 MT only Size above 12 x 2.5 mtrs	Lumpsum	15			
103	Steel Plates above 20 MT up to 100 MT Size up to 12 x 2.5 mtrs.	Per Metric Ton	25			
104	Steel Plates above 20 MT up to 100 MT Size above 12 x 2.5 mtrs.	Per Metric Ton	15			
105	Steel Plates above 100 MT, Size up to 12 x 2.5 Mtrs.	Per Metric Ton	25			
106	Steel Plates above 100 MT, Size above 12 x 2.5 Mtrs	Per Metric Ton	15			

Schedule -2

Customs Clearance, Loading, Transportation, Unloading and Delivery, etc. of Project Equipemnt arriving as break bulk cargo / LCL from MbPT / JNPT / CFS Mulund to MDL / Anik Chembur / Nhava Yard / CWH Ghatkopar / CWH Mankhurd Rate (Rs.)						
Item no	Item Description	Unit of Measure	Quantity	Unit Rate	Applicable Tax	Total
201	Project equipment arriving as Break Bulk Cargo / LCL up to 10MT only	Lumpsum	170			
202	Project equipment arriving as Break Bulk Cargo / LCL above 10MT only	Per metric Ton	55			

Schedule-3

Customs Clearance, Loading, Transportation, Unloading and Delivery, etc. of Project Equipment arriving as containerized Cargo (FCL) from MbPT / JNPT / CFS Mulund to MDL / Anik Chembur / Nhava Yard / CWH Ghatkopar / CWH Mankhurd Rate (Rs.)

Item no	Item Description	Unit of Measure	Quantity	Unit Rate	Applicable Tax	Total
301	Project Equipment arriving as Containerized Cargo (FCL) 20' Container FCL - GP (up to 24 MT)	Per Container	115			
302	Project equipment arriving as Containerized Cargo (FCL) 20' Container Flat Track / Open top (up to 24 MT)	Per Container	85			
303	Project equipment arriving as Containerized Cargo (FCL) 40'Container FCL - GP/ HC (Up to 36 MT)	Per Container	95			
304	Project equipment arriving as Containerized Cargo (FCL) 20' 40' Container Flat Track / Open Top (up to 36 MT)	Per Container	75			
305	For Factory de-stuff, rates in % on above	Percentage	370			

Note: For Sr. No. 305 for factory de-stuff, rates should include transportation for both bringing of loaded Container and returning of empty Container at the Warehouse of Shipping Company as % increment to above mentioned rates for dock de-stuff.

Schedule -4

Customs Clearance, Loading, Transportation, Unloading & Delivery, etc. of Heavy / Over Dimensional Cargo (ODC) arriving from MbPT / JNPT / CFS Mulund to MDL / Anik Chembur / Nhava Yard / CWH Ghatkopar / CWH Mankhurd Rate (Rs.)						
Item no	Item Description	Unit of Measure	Quantity	Unit Rate	Applicable Tax	Total
401	Heavy / Over Dimensional Cargo (ODC) in Single piece, Size within 40' length x 8' width x 10' height & Weight above 20MT to 40MT (Heavy Cargo)	Per Metric Ton	15			
402	Heavy / Over Dimensional Cargo (ODC) in Single piece, Size within 40' length x 8' width x 10' height & Weight above 40 MT. (Heavy Cargo)	Per Metric Ton	15			
403	Heavy / Over Dimensional Cargo (ODC) in Single piece, Size beyond 40' length x 8' width x 10' height & Weight up to 20MT (ODC)	Per Metric Ton	15			
404	Heavy / Over Dimensional Cargo (ODC) Cargo in Single piece, Size beyond 40' length x 8' width x 10' height & Weight above 20MT (ODC)	Per Metric Ton	15			
405	Heavy / Over Dimensional Cargo (ODC) additional charges for Length ,Width and Height as below for Length beyond 40'	Per Feet	15			
406	Heavy / Over Dimensional Cargo (ODC) additional charges for Length ,Width and Height as below for Width beyond 8'	Per Feet	15			
407	Heavy / Over Dimensional Cargo (ODC) additional charges for Length ,Width and Height as below for Height beyond 10'	Per Feet	15			

- Note:**
1. Rate shall be per foot above 0.5' will be considered as 1' & less than 0.5' will not be considered. Dimensions shall be rounded off to the nearest integer.
 2. Regular packages which are received along with ODC under the same B/L are to be cleared under normal package rate.
 3. All ODC and heavy cargo is to be transported on **low bed trailer only, with** suitable carrying capacity on the concurrence of Import Cell.

Schedule – 5

Customs Clearance, Loading, Transportation, Unloading & Delivery, etc. of Unaccompanied personal baggage from abroad by MDL Personnel after the Completion of Deputation period & arriving as Containerized cargo (LCL/FCL) / Break Bulk at JNPT / MbPT/ CFS Mulund to locations within / outside Municipal Corporation Limits of following items;

Item no	Item Description	Unit of Measure	Quantity	Unit Rate	Applicable Tax	Total
501	Unaccompanied personal baggage from abroad by MDL Personnel after the Completion of Deputation period & arriving as Containerized cargo (LCL/FCL) / Break Bulk Up to 2 MT within & outside Municipal Corporation Limit	Lumpsum	10			
502	Unaccompanied personal baggage from abroad by MDL Personnel after the Completion of Deputation period & arriving as Containerized cargo (LCL/FCL) / Break Bulk Above 2 MT to 5 MT within & outside Municipal Corporation Limit	Lumpsum	10			
503	Unaccompanied personal baggage from abroad by MDL Personnel after the Completion of Deputation period & arriving as Containerized cargo (LCL/FCL) / Break Bulk Above 5 MT to 10 MT within & outside Municipal Corporation Limit	Lumpsum	10			
504	Unaccompanied personal baggage from abroad by MDL Personnel after the Completion of Deputation period & arriving as Containerized cargo (LCL/FCL) / Break Bulk Above 10 MT within & outside Municipal Corporation Limit	Lumpsum	10			

Schedule – 6

Customs clearance, Transportation & Delivery, etc. of Articles arriving from abroad at Foreign Post Office at Ballard Estate and delivery to MDL of following items.

Item no	Item Description	Unit of Measure	Quantity	Unit Rate	Applicable Tax	Total
601	Articles arriving from abroad at Foreign Post Office at Ballard Estate Weight up to 5 Kg.	Lumpsum	10			
602	Articles arriving from abroad at Foreign Post Office at Ballard Estate Weight above 5 Kg	Lumpsum	10			

Schedule - 7

Item no	Item Description	Unit of Measure	Quantity	Unit Rate	Applicable Tax	Total
701	Customs House Agent's fee for Services provided at JNPT / MbPT / CFS Mulund for Customs clearance formalities for Naval Projects, Exemption certificate will be provided by MDL for endorsement of Central GST (then Excise) office. (only paper work)	Lumsum Per Bill of Entry	10			
702	Customs House Agent's fee for Services provided at JNPT / MbPT / CFS Mulund for Customs clearance formalities For Non-Naval Projects. (only paper work) (for manufacturing - in bond)	Lumsum Per Bill of Entry	10			
703	Customs House Agent's fee for Services provided at JNPT / MbPT / CFS Mulund for Customs clearance formalities For Capital Assets / Personal effects, (Duty Payable) (only paper work)	Lumsum Per Bill of Entry	10			
704	Customs House Agent's fee for Services provided at JNPT / MbPT / CFS Mulund for Customs clearance formalities For Transshipment to Ships berthed at JNPT / MbPT / MDL(only paper work)	Lumsum Per Bill of Entry	10			
705	Customs House Agent's fee for Services provided at JNPT / MbPT / CFS Mulund for Customs clearance formalities By ex-bonding of Bill of Entry for Home Consumption. (only paper work)	Lumsum Per Bill of Entry	10			
706	Customs House Agent's fee for Services provided at JNPT / MbPT / CFS Mulund for Customs clearance formalities For Transportation as Coastal cargo to various Coastal destination in India (for owners)	Lumsum Per Bill of Entry	10			
707	Customs House Agent's fee for Services provided at JNPT / MbPT / CFS Mulund for Customs clearance formalities By "Bond to Bond" transfer (only paper work, no loading / unloading & transportation is involved)	Lumsum Per Bill of Entry	10			
708	Customs House Agent's fee for Services provided at JNPT / MbPT / CFS Mulund for Customs clearance formalities for Completing all formalities relating to Customs Clearance of Imported Consignments which requires re-export on account of damage / rectification / repairs etc. (only paper work + transportation extra)	Lumsum Per Bill of Entry	10			

Schedule - 8

Item no	Item Description	Unit of Measure	Quantity	Unit Rate	Applicable Tax	Total
801	Customs House Agent's fee for Services provided for Customs clearance formalities for Export of Vessel / Deemed export of finished products manufactured under " Manufacture-in bond " from MDL, Mumbai under the supervision of customs or excise authorities (ships, boats, floating structures and offshore platforms) for Export (only paper work)	Lumpsum Per Shipping Bill	10			
802	Customs House Agent's fee for Services provided for Customs clearance formalities for Export of Vessel / Deemed export of finished products manufactured under " Manufacture-in bond " from MDL, Mumbai under the supervision of customs or excise authorities (ships, boats, floating structures and offshore platforms) for Deemed Export (only paper work)	Lumpsum Per Shipping Bill	10			
803	Customs House Agent's fee for Services provided for Customs clearance formalities for Export of Vessel / Deemed export of finished products manufactured under "Manufactured outside bonded warehouse" from MDL, Mumbai under the supervision of customs or excise authorities (ships, boats, floating structures and offshore platforms) for Export of Vessel / Deemed Export (only paper work)	Lumpsum Per Shipping Bill	10			
804	Customs House Agent's fee for Services provided for Customs clearance formalities for Export of Vessel / Deemed export of finished products manufactured under Ex bonding of Material for home consumption (only paper work)	Lumpsum Per Shipping Bill	10			
805	Customs House Agent's fee for Services provided for Customs clearance formalities for Export of Vessel / Deemed export of finished products manufactured under Ex bonding of MS Scrap (only paper work)	Lumpsum Per Shipping Bill	10			

Note: No weight will be considered. Rates are lumpsum Per Shipping Bill for all necessary activities viz. preparation of proper shipping bill, Customs Excise Examination, ARE formalities, Obtaining Export benefits as applicable and any other activities required for completing the procedure.

Schedule – 9

Item no	Item Description	Unit of Measure	Quantity	Unit Rate	Applicable Tax	Total
901	Customs House Agent's fee for Services provided for Customs clearance formalities for Consignments weighing 0-1000 Kgs outside Mumbai-Handling / Local Transportation excluding taxes	Lumpsum	10			
902	Customs House Agent's fee for Services provided for Customs clearance formalities for Consignments weighing 1000-2000 Kgs outside Mumbai-Handling / Local Transportation excluding taxes	Lumpsum	10			
903	Customs House Agent's fee for Services provided for Customs clearance formalities for Consignments weighing 2000-5000 Kgs outside Mumbai-Handling / Local Transportation excluding taxes	Lumpsum	10			
904	Customs House Agent's fee for Services provided for Customs clearance formalities for Consignments weighing above 5000 Kgs outside Mumbai-Handling / Local Transportation excluding taxes	Lumpsum	10			

Note: Material after custom clearance will be delivered to Indian Navy / MDL. Till then it shall be responsibility of CHA to store it safely.

Rate sheet for Air Consignment**Schedule 10**

Item no	Item Description	Unit of Measure	Quantity	Unit Rate	Applicable Tax	Total
1001	Customs Clearance, Loading, Handling, Transportation and Unloading for Clearance Consignment up to 0 - 500 Kgs.	Lumpsum	490			
1002	Customs Clearance, Loading, Handling, Transportation and Unloading for Clearance Consignment above 500 Kgs.to 1000 Kgs.	Lumpsum	185			
1003	Customs Clearance, Loading, Handling, Transportation and Unloading for Clearance Consignment above 1000 Kgs.to 3000 Kg	Lumpsum	75			
1004	Customs Clearance, Loading, Handling, Transportation and Unloading for Clearance Consignment above 3000Kg	Lumpsum	50			

Notes:

- a) Agency charges – ie Customs Clearance, Loading, Transportation, Unloading, Handling and Delivery should be lumpsum per Bill of Entry as indicated above and not on value of item/s.
- b) Custom examination charges are covered in Agency charges and no separate charges will be paid.
- c) Amount paid towards statutory charges to Air India / other carriers / customs / Airport authority on behalf of MDL, will be reimbursed at actual in accordance with the terms of the contract.
- d) Agency Charges ie Customs Clearance, Loading, Transportation, Unloading, Handling and Delivery for chartered flights where weight is more than 1000Kgs (including any other charges) will be same as at **Sr No114**.
- e) Loading/Unloading in MDL will be arranged by MDL for Air Consignments. And Loading/Unloading in other than MDL (outside MDL premises) ie at Naval depot will be arranged by CHA for Air Consignments.
- f) Agency Charges ie Customs Clearance, Loading, Transportation, Unloading, Handling and Delivery for ODC Consignments as declared by Airlines will be same as at **Sr No 114** plus 2%.
- g) Agency Charges ie Customs Clearance, Loading, Transportation, Unloading, Handling and Delivery for Air Consignments with voluminous cargo which cannot be accommodated in one vehicle the charges will be given number of vehicles deployed (irrespective of actual weight) for
 - (i) Eicher: Weight -5500Kgs, L-488, W-183, H-198 per vehicle will be same as at **Sr No 114** plus 3%.
 - (ii) Truck: Weight -8000Kgs, L-549, W-183, H-199 per vehicle will be same as at **Sr No 114** plus 4%.
 - (iii) Open Platform: Weight -8500Kgs, L-610, W-244, H-244 per vehicle / trailer will be same as at **Sr No 114** plus 5%.
 Note: Dimensions of vehicles are in cm and upper limit and to be nearest to size of cargo.
- h) Agency Charges ie Customs Clearance, Loading, Transportation, Unloading, Handling and Delivery for Consignments outside Mumbai as declared by Airlines will be same as at **Sr No 111 to 114** plus 2%.

Details of the Bidding firm

1. NAME OF THE FIRM
2. ADDRESS
3. TELEPHONE
4. FAX
5. E-MAIL
- 5A. GST NO
6. CONSTITUTION OF THE FIRM
7. YEAR OF STARTING BUSINESS
8. NAMES & ADDRESSES OF ALL PARTENERS/DIRECTORS
9. LIST OF KEY EMPLOYEES, THE DATE OF THEIR JOINING THE FIRM AND THEIR QUALIFICATIONS AND NATURE OF WORK.
10. CUSTOM HOUSE AGENT LICENCE NO.
Attested COPY OF VALID LICENCE TO BE ENCLOSED.
11. NUMBER OF CONVICTION/SUSPENSION OF LICENCE CERTIFICATE FROM CUSTOM HOUSE IF ANY DURING LAST TEN YEARS

IF SO, REASONS FOR SUSPENSIONS:

12. DETAILS OF PD ACCOUNT HELD BY AGENT WITH THE CUSTOM / MbPT, JNPT , IF ANY.
13. NAME AND ADDRESS OF THE BANKERS:
14. CREDIT LIMITS WITH THE BANKERS
15. LIST OF CLIENTS WITH THE FOLLOWING DETAILS:
 - NAME OF THE ORGANISATION
 - ADDRESS
 - NATURE OF BUSINESS
 - CHAPTER UNDER WHICH ITEMS ARE IMPORTED
 - NAME OF CONTACT PERSON
 - VALUE OF IMPORTS FOR EACH CLIENT IN:
 - II) 2016-17
 - III) 2017-18
 - IV) 2018-19

16. PROVIDE THE FOLLOWING DOCUMENTS:
 - Copy of Shops & Establishments License.
 - Copy of the Latest Income Tax Clearance Certificate
 - Copy of Balance Sheet & Profit & Loss Account for the last three years.
 - Attested copy of Custom House Agent License
 - Registration details under GST.
 - Valid authorized economic Operator-LO

17. Any other information that is relevant to Agent to qualify for the work i.e Transport facilities available / qualified/competent man power to handle the same

18. We hereby confirm acceptance of all Terms & Conditions of this tender.

NOTE: ADDITIONAL SHEETS MAY BE ATTACHED WHEREVER NECESSARY.

SIGNATURE OF AUTHORISED SIGNATORY _____

NAME

DESIGNATION

NAME OF THE FIRM

GENERAL TERMS & CONDITIONS (GT&C) FOR ITEMS & SERVICES**A10. Blank****A20. SECURITY DEPOSIT:**

The successful bidder shall submit a Security Deposit @ 5% of the value of the BRC in the form of Demand Draft / Bank Guarantee in the prescribed format in favour of Purchaser within 25 days from date of Contract. The Security Deposit will be returned only after the successful execution of the order / Contract. Refund of Security Deposit whenever considered admissible by the Purchaser, shall be without interest only.

A30. FORFEITURE OF EMD / BID BOND:

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

A40. FORFEITURE OF SECURITY DEPOSIT:

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

A50. Blank**A60. SUPPLIES:**

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

A70. PROGRESS REPORTING & MONITORING:

Where so stipulated in the Order / Contract, the Bidder / Vendor / Contractor / CHA shall render such reports from time to time as regards the progress of the Contract and in such a form as may be called for by the Purchaser.

A80. CANCELLATION OF ORDER:

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

A82. In case of breach / non compliance of any of the agreed Terms & Conditions of order / Contract, MDL reserves the right to recover Consequential damages from the vendor / Contractor / CHA on account of such premature termination of Contract.

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

A90. PRESERVATION AND MAINTENANCE:

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

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

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

A100. FREIGHT & INSURANCE:

A101. **For Indigenous Bidders:** In cases where the offers are for 'Door Delivery to Purchaser', Transit Freight & Insurance charges shall be borne by the Bidder / Vendor / Contractor / CHA. In other agreed cases of Ex-works / Ex-Transporter's Warehouse or Railway godown offers, the Bidder / Vendor / Contractor/ CHA on dispatch, shall give the details of materials with dispatch particulars and their value in time to Purchaser's Insurance Company on the Contact details as provided in the order. In such agreed cases, the Freight & Insurance Charges will be paid by the purchaser directly to the parties Concerned.

A102. **For Foreign Bidders:** For overseas supplies on CIF basis, Freight & Insurance up to Port Of Destination (Sea) shall be arranged by the Supplier / Contractor. The Bidder / Supplier / Contractor shall immediately, on dispatch of the items, inform all relevant details of dispatch such as Purchase Order Number, Bill of Lading copy marked as Freight Paid, Insurance Policy / Document, Number of Packages, Value of Consignment, Copy of Invoice directly to Purchaser's Insurance Company & Purchaser in time. In case of Delivery terms other than CIF / CIP, the Freight & Insurance charges will be paid by the Purchaser directly to the parties Concerned.

A110. TAXES & DUTIES / STATUTORY LEVIES:

Taxes and duties applicable, if any, shall be regularized by MDL by issuing necessary Exemption Certificates in respect of procurement for Defense Projects. Bidder shall indicate separately the taxes and duties applicable in their offer. When the items qualify for Duty Exemption Partly / fully but the supplier did not avail of the same, the amount of taxes and duties on such supplies shall be to supplier's account. In cases where Exemption Certificates are not issued for any reason, taxes shall be paid as indicated in the Purchase Order / Contract. Tax Deduction at Source will be effected wherever applicable (e.g. TDS under Income Tax Act, TDS on GST, etc.) from the bills of the Supplier as per statutes. Similarly, where payment of Customs Duty is agreed to and stipulated in the Purchase Order / Contract, the same will be paid by the Purchaser on receipt of Supplier's bills along with Customs Certified Duty Paid Challan - Money Receipt in Original or Carbon Copy as relevant. These Challans / Receipts, Bill of Entry are to be drawn / issued in the name of 'Mazagon Dock Shipbuilders Limited' only. Where payment of GST is agreed to and stipulated in the Purchase Order / Contract, the same will be paid by the Purchaser on the basis of Suppliers' TAX INVOICE wherein the GST Number and declaration in accordance with the provisions of Goods and Services Tax Act, 2017.

A112. Stamp Duty (Applicable only for the Work Contracts): It shall be incumbent on the successful bidder to pay Stamp Duty on the Contract. As per the provisions made in article 63, Schedule-I, read with Section 30, of the Maharashtra Stamp Act (Bombay Act LX of 1958), Stamp Duty is payable by the successful bidder / tenderer for "Works Contract" that is to say, a Contract for works and labour or Services involving transfer of property in goods (whether as goods or in some other form) in its executions and includes a sub-Contract, as under:

Contract Value	Stamp Duty
Where the amount or value said forth in work Contract does not exceed Rs. 10 Lac.	Rs. 500.00
Where it exceeds rupees 10 Lac	Rs. 500.00 + 1% of the amount above Rs.10 Lac subject to

A120. DEMURRAGE:

Storage and Demurrage charges will be payable by the Bidder / Vendor / Contractor for all shipments that reach Purchaser without proper Dispatch documentations, Lorry Receipts not accompanied by packing lists, Invoices etc. The Supplier shall be responsible for fines due to errors or omissions in description, Weight or Measurements and for increased handling charges due to improper packing.

A130. INSPECTION, TESTING:

- A131. The ordered items will be inspected either by Classification Society / Nominated Agency and or by Inspection Officer nominated by Purchaser at stages defined in the tender / Purchase Order or as agreed to be defined subsequently in terms of the Purchase Order.
- A132. The decision of the Inspecting Authority or their representatives, as the case may be, on any question of the intent, meaning and the scope of Specifications / Standards shall be final, Conclusive and binding on the Bidder/ Vendor / Contractor.
- A133. The Bidder / Vendor / Contractor shall accord all facilities to Purchaser's Inspectors / Nominated Agency to carry out Inspection / Testing during Course of manufacture / final testing.

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

A171. The Purchaser reserves the right to accept and or reject any or all tenders and or to withdraw the tender in toto and or award the Contract / order in full or part to more than one vendor / Contractor without assigning any reason whatsoever and without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for MDL action.

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

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

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STANDARD TERMS AND CONDITIONS (STACS)

- 101.** The word '*Purchaser*' refers to MAZAGON DOCK SHIPBUILDERS LIMITED (MDL), a Company registered under the Indian Companies Act, 1913 and it includes its successors or assignees.
- 102.** The word '*Contractor / Bidder*' means the Person / Firm / Company who undertakes to manufacture and/or supply and/or undertake work of any nature assigned by / Provide Services to the Purchaser from time to time and includes its successors or assignees.
- 103.** The word '*Owner*' means the Person or Authority with whom Mazagon Dock Shipbuilders Limited (Purchaser) has Contracted to carry out work in relation to which orders are placed by the Purchaser on the Sub-Contractor / Supplier / Service Provider under this Contract for the Supply / Manufacture of certain items / Services and would include Department of Defence Production, Ministry of Defence, Government of India, the Indian Navy, the Coast Guard and any other specified authority.

120 GENERAL

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

200 COMMUNICATION & LANGUAGE FOR DOCUMENTATION:

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

210. PURCHASER'S PROPERTY.

211. All property (such as materials, drawings, documents etc) issued by the Purchaser or any other individual or firm on behalf of the Purchaser in Connection with the Contract shall remain Confidential, being the property of the Purchaser and the Bidder / Contractor shall undertake to return all such property so issued and will be responsible for any or all loss thereof and damage thereto resulting from whatever causes and shall reimburse the Purchaser the full amount of loss and damage.
212. On completion of work in any compartment / location, the contractor must ensure that the place is left in a reasonably clean state and all scrap/Rubble/Debris/refuse is transferred to nearby scrap/Garbage/refuse bins.
213. The Purchaser would provide on demand the requisite material to be supplied as per the Contract. On completion / execution of the contract a reconciliation statement detailing quantity of material issued, quantity used for the contract, scrap generated, quantity returned to Stores and certificate regarding protection of Intellectual Property Rights will have to be submitted along with certified Invoice/s before payment/s are effected. Any excess consumption of material on account of wastage / damage, re - work not attributable to Purchaser will be suitably recovered from the Bidder / Contractor.

220. RISK PURCHASE:

221. If the Equipment / Article / Service or any portion thereof be not delivered / performed by the scheduled delivery date / period, any stoppage or discontinuation of Ordered Supply / Awarded Contract without written Consent by Purchaser or not meeting the required Quality Standards, the Purchaser shall be at liberty, without prejudice to the right of the Purchaser to recover Liquidated Damages / Penalty as provided for in these Conditions or to any other remedy for breach of Contract, to terminate the Contract either wholly or to the extent of such default. Amounts advanced or part thereof corresponding to the undelivered supply shall be recoverable from the Contractor / Bidder at the prevailing bank rate of interest.
222. The Purchaser shall also be at liberty to purchase, manufacture or supply from stock or utilise the Services as it deems fit, other articles of the same or similar description to make good such default and / or in the event of the

Contract being terminated, the balance of the articles of the remaining to be delivered there under. Any excess over the purchase price, Cost of manufacture or value of any articles supplied from the stock, as the case may be, over the Contract price shall be recoverable from the Bidder / Contractor.

230. RECOVERY-ADJUSTMENT PROVISIONS:

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

240. ADDITIONAL BANK GUARANTEE- Not Applicable**250. INDEMNIFICATION**

251. The Contractor / Bidder, his employees, licencees, agents or Sub-Supplier / Subcontractor ,while on the 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 Contractor / Bidder, his employees, licencees, agents or Subcontractor by making good such damages to the property, or Compensating personal injury and the total liability for such damages or injury shall be as mutually discussed and agreed to.

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

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

270 SUBCONTRACT & RIGHT OF PURCHASER

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

280. PATENT RIGHTS

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

290. Agents / Agency Commission:

291. The seller Confirms and declares to the buyer that the seller is the Original Manufacturer or Authorized distributor / Stockiest of original manufacturer of the stores referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend 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, fee, Commission or Consideration to such person, party, firm or institution , whether before or after the signing of this Contract / Purchase order, the Seller will be liable to refund that amount to the Buyer.

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

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

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

300. USE OF UNDUE INFLUENCE / CORRUPT PRACTICES:

301. The Contractor / Bidder undertakes that he has not given, offered or promised to give, directly or indirectly any gift, Consideration, reward, Commission, fees, brokerage or Inducement to any person in service of the Purchaser or otherwise in procuring the Contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract with the Purchaser for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Purchaser. Any breach of the aforesaid undertaking by the Contractor / Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Contractor / Bidder) or the Commission of any offence by the Contractor / Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1980 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of Corruption shall entitle the Purchaser to cancel the Contract and all or any other Contracts with the Contractor / Bidder and recover from the Contractor / Bidder the amount of any loss arising from such cancellation. A decision of the Purchaser or his nominee to the effect that a breach of the undertaking has been Committed shall be final and binding on the Contractor / Bidder.
302. The Contractor / Bidder shall not offer or agree to give any person in the employment of Purchaser any gift or Consideration of any kind as "Inducement" or "reward" for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract/s. Any breach of the aforesaid Condition by the Contractor /Bidder or any one employed by them or acting on their behalf (whether with or without the knowledge of the Contractor / Bidder) or the Commission of any offence by the Contractor / Bidder or by any one employed by them or acting on their behalf which shall be punishable under the Indian Penal Code 1980 or the Prevention of Corruption by Public Servants, shall entitle Purchaser to cancel the Contract(s) and all or any other Contracts and then to recover from the Contractor / Bidder the amounts of any loss arising from such Contracts' cancellation, including but not limited to imposition of penal damages, forfeiture of Security Deposit, encashment of the Bank Guarantee and refund of the amounts paid by the Purchaser.
303. In case, it is found to the satisfaction of the Purchaser that the Contractor / Bidder has engaged an Agent or paid Commission or influenced any person to obtain the Contract as described in clauses relating to Agents / Agency Commission and use of undue Influence, the Contractor / Bidder, on a specific request of the Purchaser shall provide necessary information / inspection of the relevant financial documents / information.

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320. EXPORT LICENCE

321. The export licenses that may be required for delivery of the various items / equipment / services to MDL shall be arranged by the bidder from the concerned Authorities in their Country without any time & Cost implications on the Purchaser.

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

331. The bidders declare 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.

340. DUTY OF SUPPLIER / PERSONNEL OF SUPPLIER

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

350. DISPUTE RESOLUTION MECHANISM AND ARBITRATION**351. DISPUTE RESOLUTION MECHANISM (DRM)**

- i) Any dispute/differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations.
- ii) In case of non-settlement by (i) above, if at any time, before, during or after the contract period any unsettled claim, dispute or difference arose between the parties, upon or in relation to or in connection with or in any way touching or concerning this tender/agreement/order/contract, the same shall be referred to the concerned Functional Director.
The Functional Director shall then nominate an Executive of the rank of General Manager whom he thinks fit and competent or a Committee of Executives who/which shall then scrutinise the claims/disputes that have been referred to the concerned functional Director and make efforts for amicable settlements by mutual discussions/negotiations.
- iii) In case no amicable settlement is arrived by (ii) above within a period of three months, then the contractor shall approach Public Grievance Cell and address the disputes as per the provisions made under the relevant clause of the contract.
- iv) In case the issues/disputes do not get settled within a period of six months from the date of submission of the dispute to the Grievance Cell, then the contractor may invoke Arbitration Clause of the contract.

352. ARBITRATION.

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

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

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

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

360. JURISDICTION OF COURTS

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

370. CONTRACT LABOUR (REGULATION & ABOLITION) ACT 1970

371. Contractor / Bidder shall obtain licence under Section 12 and 13 of the Contract Labour (Regulation & 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.

372. The Contractor / Bidder shall carryout his obligations and duties under the Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under, but not limited to:
- i. Pay in time, on or before 7th of every succeeding month not less than the prescribed minimum wages (as stipulated under item V(a) or V(b) of the Form-VI prescribed Under Rule (25) 1 of the Act as applicable.
 - ii. Disburse Wages in respect of workers working on Purchaser's jobs inside the premises under the supervision of nominated representative of the Purchaser.
 - iii. Production of Wage / Attendance Register along with E.S. I. & P. F. Statements to Corporate Personnel Department (from 8th to 15th of every succeeding month) for verification of the same as required under the Contract Labour (Regulation and Abolition) Act 1970.
 - iv. Forwarding to the respective Divisional Personnel Department a list of deductions and Contributions duly effected from the salary / wages on Contract Labour engaged on Purchaser's jobs in respect of Employees' Provident Fund, Employees' Family Pension Fund and Employees' State Insurance Scheme, with reasons for non-deduction, if any, duly clarified by passing suitable remarks against the name of Concerned employee on the list.
 - v. Comply with all the statutory regulations and requirements concerned with employment of Contract labour on Purchaser's jobs and shall follow all orders / decisions of the Government in this respect. Contractor / Bidder shall furnish all the statutory half yearly returns / six monthly statements concerning with such Contract labour to the Licensing Executive in Form No. XXIV as per Rule 82 (1) of Contract Labour (Regulation & Abolition) Act, 1970 and also forward a copy of these with necessary statistical information of manpower employed to the Corporate Personnel Department.
373. 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.

380. MINIMUM WAGES ACT

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

390. Bonus Act

391. 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.

400. Factories Act

401. The Contractor / Bidder shall observe all applicable Rules and Regulations stipulated under Factories Act applicable to Contract labour.
402. The Contractor / Bidder shall maintain a separate register prescribed under the Act and pay Privilege Leave wages to all eligible employees.
403. On Completion of execution of the Contract and before winding up, the Contractor / Bidder shall pay proportionate Privilege Leave wages to all eligible employees.

410. Employees' Provident Funds and Miscellaneous Provisions Act, 1952

411. The Contractor / Bidder, where applicable, shall cover his employees deployed in the Purchaser's Yard:
- i. Under the Employees' Provident Funds and Miscellaneous Act, 1952,
 - ii. Under the Family Pension Scheme, and
 - iii. Under the Employees' Deposit Linked Insurance Scheme and pay the Contributions both in respect of his employees and his own. He shall submit all the necessary returns and other particulars periodically as prescribed under the said Act. Contractor / Bidder shall cover from the first day working all his Contract

labour on MDL jobs by filling requisite returns to Concerned Statutory authorities and obtaining Code Numbers / Account Numbers. Contractor / Bidder shall remit employees' and employers' Contributions directly to the concerned authorities along with Inspection and Administrative Charges as per relevant provisions of the Concerned Acts and Schemes made there under within 15 days from the close of every month. The Contractor / Bidder must submit Copies of P. F. dues payment challans, Copy of Form No. 12 (A), Copy of form No. 6 (A) (Annually) & 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.

412. The Contractor / Bidder through his own P.F. Code number shall fill in PF / 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 numbers to PF Commissioners Office & 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 number is obtained.
413. 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.

420. Employees' State Insurance Act

421. 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.
422. 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 & Scheme. The Contract employees who are out of Coverage of ESI Act & Scheme should be covered under Group Insurance Policy linked with workman Compensation Act. Those Bidders / Contractors who do not have their ESI Code No.; they should submit documentary evidence of application for obtaining ESI Code number to Corporate Personnel Department.

430. SAFETY:

431. The Contractor / Bidder must observe all safety precautions in Connection with the work to be performed by him or his agents or his 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.
432. 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 likely to be disallowed for work.

440. POLICE VERIFICATION OF EMPLOYEES

441. Contractor / Bidder shall have to produce and submit to the Chief Security Officer of Purchaser, verification through Mumbai Police of Character and Antecedents of their employees / workers for 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 or Navi Mumbai Ports / Naval Dockyard / NSD Ghatkopar or Mankhurd, etc. 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.

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

EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923**SECTION 2(B): “PROHIBITED PLACE”**

It is defined as the place of any work of Defence, Dockyard and others so belonging or occupied and used for the purpose of building, repairing, making or storing any ammunitions of war. For the purpose of the above definition, sketch includes any photograph or other mode of representing any place or thing.

SECTION 3: “PENALTIES FOR SPYING”

If any person unlawfully -

- a) approaches, inspects, passes over or is in the vicinity of any clear place; or
- b) make any sketches intended to be directly or indirectly useful to an enemy; or
- c) obtains, Collects, records or Communicates to any other person any secret official code

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

SECTION 4: “COMMUNICATION WITH FOREIGN AGENTS”

If Any person has been in Communication with or attempted to Communicate with foreign agents regarding the vital information of any “PROHIBITED PLACE” would be guilty of violating the provisions of this Act.

SECTION 5: “WRONGFUL COMMUNICATION OF INFORMATION”

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

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

shall be guilty of an offence under this Act.

SECTION 6: “UNAUTHORISED USE OF UNIFORMS”

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

SECTION 7: “INTERFERING WITH OFFICERS OF POLICE”

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

SECTION 8: “DUTY OF GIVING INFORMATION”

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

SECTION 9: “INCITEMENT”

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

SECTION 10: “PENALTY FOR HARBOURING SPIES”

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

SECTION 11: “SEARCH WARRANTS”

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

Note: (ILLUSTRATIVE FORMAT)

Enclosure-7**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

MAZAGON DOCK SHIPBUILDERS LTD
DOCKYARD ROAD
MUMBAI 400010

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

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

BANK AND BRANCH : **STATE BANK OF INDIA, MAZAGON BRANCH, MUMBAI**

BANK ACCOUNT NO : **10005255246**

IFSC CODE : **SBIN0009054**

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

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

Date of Remittance	Name of Firm	UTR No.	MDL tender/PO. Ref No.	Nature of Remittance viz. EMD/SD etc.	Amount Remitted (Rs.)

Signature of Vendor/Representative

3. **SAP Parked document No:** _____ **Date:** _____

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

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

ILLUSTRATION OF LOADING CRITERIA**A.**

Sr.No.	Description	Indigenous vendor without import content
1.	Basic Price Quoted	a) Ex-works b) Delivered to MDL Stores
2.	Add : Insurance Charges	In case of 1(a)
3.	Add Sea / Air Freight charges / Inland Road Transport	In case of 1(a)
4.	Customs Clearance / Port Handling / Transportation to Yard	Nil
5.	Cost (ex-MDL) excluding taxes & duties without loading towards any deviation.	Sr. Nos. (1+2+3)

B. Financial Loadings:

6.	Variation in payment terms	
7.	Income tax & Service tax on Technical Services / Service Engineers liability to MDL.	
8.	Production Norms such as Scrap %, output - input ratio	
9.	Base date for price variation clause	
10.	Cost (ex-MDL) excluding taxes & duties after loading for variation in financial term.	

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

11.	Security deposit / Contract performance guarantee	
12.	Equipment performance guarantee	
13.	Additional delivery period sought over stipulated period as per tender	
14.	Additional time sought for supplying binding data	
15.	Liquidated damages per week rate / maximum ceiling	
16.	Warranty / Guarantee	
17.	Cost (ex-MDL) excluding taxes & duties after loading for variation in financial and commercial term.	

D. Landed cost:

18.	Taxes and Duties	
19.	Landed Cost	

Note : 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.

PROFORMA BANK GUARANTEE FOR BID BOND / EMD

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

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the 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 agreed to accept the Earnest Money Deposit (EMD) of Rs----- (Rupees-----only) in the form of Bank Guarantee from Messers a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at(hereinafter called " the tenderer" 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) for participating in the Tender no.....dated.....(hereinafter called "the tender" which expression shall include any amendments/alterations to "the tender" issued by "the Company") for the supply, delivery at site, installation and commissioning of certain equipment, item/services/civil works etc., We,Bank having office at (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) hereby agree to pay to the Company without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) against any loss or damage, costs, charges and expenses caused to or suffered by the Company by reason of non performance and non-fulfilment or for any breach on the part of the tenderer of any of the terms and conditions of the said tender.

2. We, Bank further agree that the Company shall be sole judge whether the said tenderer has failed to perform or fulfil the said tender in terms thereof or committed breach of any terms and conditions of the tender 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 Company 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 tenderer 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 Company 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 tender/or to extend time of performance by the tenderer from time to time or to postpone for any time to time any of the powers exercisable by the Company against the tenderer and to forbear to enforce any of the terms and conditions relating to the tender and we shall not be relieved from our liability by reason of any such variation or extension being granted to the tenderer or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the tenderer 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 Company 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 tenderer or dissolution or winding up of the business of the tenderer.

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

NOTE :-

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

ENCLOSURE-12**PROFORMA BANK GUARANTEE FOR SECURITY DEPOSIT CUM PERFORMANCE**
(ILLUSTRATIVE FORMAT)

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

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a Company within the meaning of Companies Act 2013 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 Rs..... (Rupees.....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 authorized to sign on behalf of "the Bank")