



निविदा पूछताछ
TENDER ENQUIRY

[सीमित निविदा]
[LIMITED TENDER]

माझगांव डॉक शिपबिल्डर्स लिमिटेड

(भारत सरकार का उपक्रम)

MAZAGON DOCK SHIPBUILDERS LIMITED

(Formerly known as Mazagon Dock Limited)

(A Govt. of India Undertaking)

CIN: U35100MH1934GOI002079

Dockyard Road, Mumbai 400 010

Website- www.mazagondock.in

Certified - ISO 9001: 2008 for Shipbuilding Division

GST ID : 27AAACM8029J1ZA

निविदा सं./Tender No	5000000012	विभाग/Department	INDIGENISATION
क्रय अधिकारी/Purchase Exec.	DEEPAK CHAUDHARI	क्रय अधिकारी/Purchase Exec.	DEEPAK CHAUDHARI
सेवा में/To		दूरभाष सं./Telephone No	23762709
		फैक्स सं./Fax No	23735829
		ई-मेल/E-Mail	dchaudhari@mazdock.com
दूरभाष सं./Telephone		निविदा सं./Tender No	5000000012
फैक्स सं./Fax		निविदा तिथि/ Tender Date	21.09.2020
ई-मेल/E-Mail		निविदा बंद की तिथि/Tender Closing Date	13.10.2020
		निविदा बंद होने का समय/Tender Closing Time	15:00:00
		आरएफक्यू सं./RFQ No	2150000009

निविदा शुल्क/Tender Fee	रु/Rs	0.00
बयाना राशि/EMD Amount	रु/Rs	0.00
पुर्व बिड बैठक तिथि और समय/Pre Bid Meeting Date & Time		22.09.2020,00:00:00
निविदा खोलने की तिथि और समय/Tender Opening Date & Time		13.10.2020,15:30:00
प्रस्ताव वैधता तिथि है/Offer should be valid up to		
सुरक्षा जमा/Security Deposit		0.00 %आदेश मूल्य का/PO value
वरीय बैंक जमानत /Perf. Bank Guarantee		0.00 %आदेश मूल्य का/PO value

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

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

प्रिय महोदय/महोदया
Dear Sir / Madam ,

विषय /SUB:- INDIGENISED DEVELOPMENT OF POLY CHLOROPRENE RUBBER BAND

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	DEVELOPMENT OF POLYCHLOROPRENE RUBBER Service Description :Development of Polychloroprene Rubber along with supply of 20 samples (part of development only) of 10ThkX100 wide X2mLG Trapezoidal Ring (As per	1 Activity unit	15.01.2021

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
Tech.Spec.P75/0811-05-95-00 Rev B)			
The Line item 00100 covers the following services			
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Formulation of Rubber	1 SET	
000000002 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Testing at NABL Lab	1 SET	

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' Tender's Terms and conditions (Manual Tender)

Mazagon Dock Shipbuilders Limited invites competitive bids through manual tender from nominated bidders / suppliers in two bid system (Part-I Techno Commercial Bid and Part-II Price Bid) for the following Work / Supplies.

01. Description of Item to be indigenized:

Indigenous development & supply of Polychloroprene rubber band for P-75 project as per Technical specification P75/0811-05-95-00 REV B

02. Detailed scope of development & supply: As per attached Enclosure-08**Information for Vendors:**

i) Vendor will be provided an old imported sample of the polychloroprene rubber band from which they are required to do reverse engineering at their own laboratory / laboratory of their choice at their cost to find out the chemical composition & the properties, so as to ascertain the closeness of the properties, of the imported sample to the theoretical value claimed in the specification / imported vendor document. This has no connection whatsoever with the properties that has to be achieved as per technical specification provided for the development. This is for reference purpose only.

ii) MDL will make an attempt to introduce the item once successfully developed & tested in ILMS (Integrated logistics management system) of Indian navy, in this regard the required information shall be provided by the supplier. As per **Enclosure-7**

03. Inspection:

i) Manufacturing: Vendor should ensure that manufacturing of the rubber band should be done from the same batch of successfully developed sample of Polychloroprene rubber duly tested at laboratory. A suitable process (such as sealing of the developed batch with the signature of MDL/IN witness) would be adopted to ensure that the vendor is manufacturing the rubber band from the same batch that has been developed successfully. i.e. after getting completely satisfied with the result, then only the rubber batch to be manufactured for final testing at NABL accredited lab as well as for manufacture & supply to MDL.

ii) Receipt Inspection for supply of materials: MDL shall carry out necessary inspection of the manufactured & supplied items on receipt in the MDL on the basis of appropriate MDL Inspection system requirements & the Inspection documents submitted by suppliers. Any objection raised by MDL inspection team against transit damage shall be satisfactorily corrected by the supplier at his expenses including replacement as may be required within shortest possible time within 30 days. Items damaged during transit shall also be rectified or replaced by the supplier within shortest possible time.

iii) For the development of the item, tests are to be carried out at IRMRA /RRII/ Similar reputed NABL accredited laboratory duly witnessed by the representatives of MDL & IN.

iv) Items manufactured will be inspected (dimensional & visual) at vendor premises post manufacturing & prior to dispatch.

04. Delivery Period / Work Completion Schedule:

i) The firm will submit manufacturing drawing & QAP with sufficient details to MDL & IN within 15 days from the date of placement of order.

ii) Drawings & QAP will be approved by MDL & IN within 30 days from the date of submission.

iii) Firm will subsequently develop Polychloroprene rubber band within 75 days from the date of approval of drawings & QAP.

iv) After successful development, vendor should manufacture & supply the material to MDL within 30 days.

v) Bidders are requested to confirm the development & delivery schedule in their offer.

vi) The detailed QAP & manufacturing drawing will be prepared by the vendor as per drawings/documents provided by MDL. Approval of drawing & QAP will be made by MDL/IN and it does not absolve the vendor's responsibility to successfully develop the item.

05. Earnest Money Deposit (EMD) / Bid Bond: Not applicable to this tender.

06. Qualification Criteria: Not applicable

07. Bid Rejection Criteria:

i) Following bids shall be categorically rejected:

- i) Bids received after tender closing date and time
- ii) Bidder not quoting for all the items listed in the Rate Sheet.

ii) Following bid rejection criteria may render the bids liable for Rejection:

- a) Bidder's failure to submit sufficient or complete details for evaluation of the bids within the given period.
- b) Incomplete / misleading / ambiguous bids in the considered opinion of TNC.
- c) Bids with technical requirements and or terms not acceptable to MDL/Customers/External agency nominated as applicable.
- d) Bidders not agreeing for firm & fixed prices and insisting for price variation formula / clause.
- e) Un-reasonably longer delivery period quoted by the bidder.
- f) Validity period indicated by bidders is shorter than that specified in the tender enquiry.
- g) Bidder not agree to pay 15% royalty to MDL as per clause 20(i)
- h) Non submission of declaration as per MoF DoE vide Oms No 6/18/2019-PPD dtd 23 Jul 2020 & 24 Jul 2020

08. 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 by MDL.

09. Pre-bid Conference: Not applicable

10. Submission of offer in Two Bid System:

Submission of bids:

Bidders are requested to ensure submission of their bids well in advance, in order to avoid the difficulties. Please note that the requests received for extension of the tender due date, at the last moment will not be entertained under any circumstances. The request for extension of due date should reach us at least 3 working days in advance excluding the day of tender closing date. However, the extension would be granted by MDL on merit of the case at our discretion and would be binding on all the bidders.

Offer must be submitted in two parts, namely 'Technical Bid Part-I' and 'Price Bid Part-II' in sealed envelope separately.

i) Part - I, Techno Commercial Bid:

This Envelope super scribing the bidder's offer reference, date & our tender reference, date, and salient features of your offer in brief duly stamped & signed by the authorized signatory and enclosing the following.

- a) Bidder's Statement on their Company Letterhead indicating Tender No, Tender date, confirming compliance and acceptance on the Scope of Supplies and other Terms and Conditions as included in this tender enquiry, duly signed, stamped and dated by bidder's authorized person(s).
- b) Blanked Price Bid clearly indicating 'quoted / unquoted' as applicable against each of the listed items in the prescribed format. **(Enclosure-2)**
- c) Copies of valid Registration or approval certificates in case of Bidder's firms registered with MDL/ NSIC/ MSMEs.
- d) Bank details for payment by RTGS/NEFT/ECS in the format enclosed. **(Enclosure-4)**
- e) Bidder to submit acceptance on clauses of Tender Enquiry Form [TEF] **(Enclosure-1)**
- f) Bidders to ensure "Techno- Commercial" bid and price Bid (with Prices Blanked off) are sealed in a Part-I "Techno - Commercial" bid.

- g) Bidders to submit GST registration certificate.
- h) Bidders to provide Acceptance on 'validity of offer/ bid as per tender terms' on the bidder's letterhead.
- i) Bidder should submit the proposal for delivery.

ii) Part-II:

This securely closed (sealed) Envelope super scribing Tender Enquiry No., due date & time should contain only the PRICES for each of the listed items strictly in the prescribed format provided with the tender (**Enclosure-2**). If the space provided is not sufficient, bidder may attach additional sheets. Offer in any other format shall not be considered.

Both these securely closed Envelopes i.e. Part-I & Part-II should be put in a Third Bigger Envelope securely closed (Sealed), Super scribed with Tender no, Due date, time, and addressed to:

Mazagon Dock Shipbuilders Limited, Dockyard Road, Mumbai, 400010, INDIA, and should be Submitted or deposited at Outsourcing Department's tender box situated at 6th floor, Service Block, North Yard, Mazagon Dock Shipbuilders Limited, Dock Yard Road, Mumbai, 400010.

The bids may also be sent by Speed Post / Courier Service so as to reach the above address well before the due date and time. Timely submission of the bids is responsibility of the bidder and no reasons / excuses in this regard will be entertained. MDL will not be responsible for any postal delay.

Opening of Techno-Commercial Bid (Part-I Bid)

Techno-Commercial Bid (Part-I Bid) will be opened on the tender closing date at the declared time or next working day if the closing date happens to be a holiday declared by MDL. Bidder(s) who wish to remain present during the tender (Part-I Bid) opening, should nominate on their company's letterhead the name and designation of one person authorized to remain present at the time of opening the bid and send this authorization letter (with the signature of the representative duly attested by the person signing the bid) so as reach the Dealing Officer at least one working day prior to closing date of the tender.

Opening of Price Bid (Part – II)

After completion of techno-commercial scrutiny of the received bids, intimation for opening of price bid (s) will be communicated only to techno-commercially qualified bidders. Such intimation may be given at a short notice by Fax, E-mail or even by telephone only to them. If any such bidder wishes to remain present at the time of opening of the price bid (s), they may depute one representative with proper authorization letter (with the signature of the representative duly attested by the person signing the bid). Bidder's no response to such intimation or any request to reschedule opening of price bid (s) shall not be acceptable to MDL and will be construed as bidder's inability to attend the opening of price bid (s). Bidder's any representation in this regard will not be entertained. L1 will be determined after taking into account loading factor if any.

11.Pricing & Escalation:

Contract Price shall remain firm and fixed till completion of all work as per Scope of work. MDL shall not be bound by any printed conditions or provisions in the Contractor's Bid Forms or acknowledgement of CONTRACT, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to CONTRACT.

Bidder while quoting should consider the all costs such as labor, hike in the minimum wages, transportation, equipment, all incidental expenses, administrative, mobilization, demobilization etc. for the entire contract period.

12. Ranking of bids & determination of I-1 bidders:

a) Techno-Commercially Qualified Overall Lowest Bidder will be considered for the placement of development order.

b) However, the Overall L1 bidder will be evaluated after applying all applicable loading parameters as mentioned in the tender document and commercial terms.

c) Taxes, duties and Levies are excluded for the purpose of ranking of price bids to determine L1 bidder. There may arise a situation where overall cost (inclusive of taxes, duties and levies) of services by the adjudged L1 bidder may be higher compared with any other bid(s) depending on the tax structure. Therefore, it would be required that the adjudged L1 bidder has to reduce the price to make it competitive both before including taxes, duties and levies and after including taxes, duties and levies. If the adjudged L1 bidder does not agree to reduce the price to make it competitive after including taxes, duties and Levies, then the next ranked bidder will be afforded the opportunity so that procurement is competitive.

13. Documentation:

The following Product Qualification documents are to be supplied by sub-contractor (both in hard copies 1 sets as well as soft copies 1 set) after successful development of Polychloroprene rubber band.

- i) Approved drawing & QAP
- ii) Test report conducted at IRMRA/similar NABL accredited laboratory
- iii) Raw material test certificates
- iv) Calibration certificates of instruments used for development & production at factory.
- v) Factory inspection report.

14. Terms of Payment:

i) Vender will be reimbursed a sum of maximum Rs.65000/- or 50% of the development cost of lowest bidder L1 whichever is lower towards developmental charges after successful development, trials & testing within specified time period and after acceptance of the developed item & signing of legal agreement with MDL to provide 15 % royalty. Payment will be made through RTGS /NEFT/ECS between 15 to 20 days after receipt of complete set of the items / Equipment, spares, work completion certificate etc. as per the ordered terms and against submission of documents in Triplicate including Delivery challan(s).

iii) On completion of successful development of the item, a joint product qualification certificate duly signed & stamped by MDL & Navy will be provided to the vendor, which will serve as the work completion certificate for the payment for development.

15. Modifications to the Bids:

Bidder desirous of submitting modified Bid prior to the Tender closing date & time may do so by making modifications in their Bid submitted in MDL tender Box any no. of times before the Tender closing date & time or confirmation of bid submission, whichever is earlier, the last changed Bid shall be considered as the final Bid.

16. Taxes & Duties:

- a) The items/service-wise rates quoted in the Rate sheet should exclude Taxes and Duties. Bidder should indicate Taxes and Duties as applicable separately in the same Rate sheet, at the space provided for, which will be paid extra based on tax invoice to the extent applicable.
- b) The variation in statutory levies etc. are not allowed unless the breakups in respect of taxes duties are clearly and separately furnished in bid.
- c) Bidders are required to submit their provisional ID with HSN number, along with documentary proof. MDL's provisional GST ID is 27AAACM8029J1ZA.
- d) Bidders are required to comply with all the provisions applicable under the GST Act. (Please refer **Enclosure-6**)

As per GST act, TDS will be deducted while making payment.

17. Loading criteria:

Deviations sought by the bidder in respect of Payment terms, delivery period, Liquidated Damages (L.D.) shall be loaded on the bidder/s quoted prices during price evaluation by MDL. The loading criteria that will be adopted are detailed below & also as per **Enclosure-3**.

- a) It is desirable that the bidder accepts the Payment Terms indicated in clause 13 above. Varied payment terms quoted by bidders as compared to the terms stated in the Tender document shall be normalized by applying S.B.I. Prime Lending Rate (prevailing at the time of opening of Price bid) plus 2% p.a. rate of interest for the period at variation. (For Indigenous bidder)

b) For the additional time 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.

18. Freak low quotes: Not applicable to this tender.

19. Termination & risk purchase:

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.

The Purchaser shall also be at liberty to purchase, manufacture or supply from stock or utilize 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.

20. Legal agreement:

i) The Firms should enter into a legal agreement with MDL within 90 days of placement of order to provide 15% royalty of the ordered price to MDL for all future procurement orders from Navy and MDL after successful development.

ii) Vendors should hold the first procurement order price for a period of three years from the date of certification of item.

iii) The firms to indicate MDL (Certifying Agency) about the future orders placed indicating the purchase order number, date and placement agency within 30 days from the placement of order and process the royalty payment within 45 days of order placement by MDL/IN.

iv) If at any time, it has been found that the firm has executed the order without the payment of the royalty, his joint qualification certificate will be cancelled with immediate effect & he will be barred from supplying the item to IN.

v) The firm should comply with MoF DoE vide Oms No 6/18/2019-PPD dtd 23 Jul 2020 & 24 Jul 2020 or The firm has to give declaration on their letter head mentioning that they did not shares a land border with India.

21. Development progress Monitoring:

Vendor should provide fortnightly progress report of the development till completion of development.

22. Hindrance Register:

All hindrances with date of occurrences and removal shall be noted in the Hindrance Register. The Hindrance Register shall document reasons for the delay vis-a-vis the mutually agreed schedule, (Hindrance) viz. Delay in MDL Inputs (Drawings/Material/Documents/Services/ Inspection call), Delay by TPI/Inspection Agency/ Customer(Navy), Delay on account of specialist services, Non-performance by the contractor, Delinquency by the vendor, Force majeure, Any other relevant reason etc. 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. Penalty:

This is being a developmental project and is to be completed in time bound manner. Time is an essence. If project is not completed in specified project duration as stipulated, the development charges shall not be paid. Further, an extension of 15 days will be granted to develop & supply the product, failing which the order will be scrapped / cancelled.

24. Parallel order:

a) MDL intends to award development contract to all Techno-Commercially qualified bidders who match their offer with final negotiated rate of lowest bidder. The quantity of items to be developed by each bidder will be the same.

b) MDL reserves the right to consider Placement of Order in part or in full against the tendered quantity and to run parallel contracts. If agreed, the other Vendors will supply the whole quantity as specified in the tender.

c) In the event of resultant single bid, MDL reserves the right to place order in part/ full, depending upon project schedule, priorities, etc. and after assessing the bidder's financial capabilities, etc. MDL's decision in this regard will be final and binding on the bidders. MDL reserves the right to accept / reject 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 the bidder/ subcontracted Inspection Agency/ Agencies.

25. NDA:

All details & inputs provided by MDL shall be treated as confidential and shall not be shared with any agency without the prior approval on MDL. This Non-Disclosure Agreement to be executed on a non-judicial stamp paper of INR 100. The Specifications, drawings, work instructions and protocols such issued against NDA shall be on returnable basis, without reproduction/retention of the copies at the bidder's end. Current Illustrative format of NDA is enclosed at **Enclosure-5**.

26. Consignee:

i) The Supplier shall arrange dispatch of Polychloroprene rubber band & Documentation by appropriate Air / Rail / Road transport mode as per the order and consign the same to:
Officer In-Charge, East Yard- Stores,
Mazagon Dock Shipbuilders Ltd.,
Dock Yard Road, Mumbai-400010, India.

27. Public Grievance Cell:

A Public Grievance Cell headed by Shri. H V Karekar (ED-EY) has been set up in the Company. Members of public having complaints or grievances are advised to contact him on Wednesday between 10.00 hours and 12.30 hours in his office on 4th floor, project office, East yard, MAZAGON DOCK SHIPBUILDERS LTD, Dock Yard Road, Mumbai 400010, INDIA or send their complaints / grievances to him in writing for redressal. His Telephone No. is 022 2376 3506.

28. MDL reserves the right to consider placement of order / contract in part or in full against the tendered quantity or reject any or all tenders without assigning any reason.

Bidders are requested to visit MDL prior to submitting their bid. In this regard please contact:

(i) For any technical clarification, you are requested to contact Mr. A. Roy CM (Indigenization),
Tel: (91) 022-23762708, email id: aroy@mazdock.com

(ii) For any commercial clarification, you are requested to contact Mr. Deepak Chaudhari M (Indigenization) Tel: (91)22-23762709, email id: dchaudhari@mazdock.com

**Yours faithfully,
For Mazagon Dock Shipbuilders Limited,**

**D.E. Chaudhari
Manager (Indigenization)**

Enclosures to the tender enquiry:

- Enclosure 1: Tender enquiry terms Acceptance Format (TEF)
- Enclosure 2: Part-II Rate sheet format for illustration only
- Enclosure 3: Illustration for Loading Criteria.
- Enclosure 4: RTGS/NEFT- Mandate authorization form.
- Enclosure 5: Non-disclosure agreement form
- Enclosure 6: Terms related to taxes
- Enclosure 7: ILMS format
- Enclosure 8: Technical specification as per P75/0811-05-95-00 REV B

TENDER ENQUIRY ACCEPTANCE FORMAT

To,
PE(C-Indigenization),
Mazagon Dock Shipbuilders Limited.
Tender Enquiry No. _____ Date _____

Cl. No.	TEF Clause	Bidder's Remark	Cl. No.	TEF Clause Heading.	Bidder's Remark
1	Description of Item to be indigenized:		15	Modifications to the Bids	
2	Detailed Scope of Supply.		16	Taxes & Duties	
3	Inspection		17	Loading criteria	
4	Delivery period/Work completion schedule		18	Freak low quotes	Not applicable
5	Earnest money deposit (EMD) / bid bond	Not applicable	19	Termination & risk purchase	
6	Qualification criteria	Not applicable	20	Legal agreement	
7	Bid rejection criteria		21	Development progress Monitoring	
8	Validity period		22	Hindrance Register	
9	Pre-bid conference	Not applicable	23	Penalty	
10	Submission of offer in Two Bid System		24	Parallel order	
11	Pricing & Escalation		25	NDA	
12	Ranking of bids & determination of I-1 bidders		26	Consignee	
13	Documentation		27	Public Grievance Cell	
14	Terms of Payment		28	MDL reserves the right	

Company's Name and Address

Signature: to be indicated

Date:

Name:

Designation:

Bidder's Company Seal:

Notes:

- Bidders should carefully read the Terms and Conditions of the Tender Enquiry Form (TEF) prior to filling up this acceptance format.
- This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
- Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
- Bidder(s) to attach Separate Sheet indicating all relevant details such as Number and description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.

5. Clause numbers shown in the above format also includes the sub-clauses under these clauses.
For example Clause no. 3 means – Clause nos. 3, 3.1, 3.2 a), b), i), ii) and iii)

Enclosure-2

Rate Sheet Prescribed Format
(Please quote on your letter head)

MDL Tender No. _____

dtd. _____

Sr. No.	Description of Items	Qty.	Unit Rate Currency	HSN / SAC No.	GST Percentage	Total Price (in Currency)
1	Development of Polychloroprene Rubber along with supply of 20 samples (part of development only) of 10 Thick X 100 wide x 2m LG Trapezoidal Ring (As per Spec.P75/0811-05-95-00 Rev B) a) Formulation of Rubber b) Testing at NABL Lab	1.00 Set				

Company's Seal Authorised Signatory

Name and Designation

Date:

LOADING FACTORS FOR RANKING OF BIDS
(ILLUSTRATIVE FORMAT)

(Note: Concerned Tendering / Purchase Officer may please refer para 8.4.18 & 8.4.19)

A.

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

B. Loading due to variations in Financial Term:

06.	Variation in payment Terms			
07.	Income Tax, Goods & service Tax on Technical Services /Service engineer's liability to MDL.			
08.	Production Norms such as Scrap %, output-input ratio			
09.	Base date for price variation clause			
10.	Cost (ex-MDL) excluding taxes & duties after loading for variations in financial term	Sr.Nos. 5 + 6 + 7 + 8 + 9		

C. Loading on Account of deviations in following commercial terms

11.	Security Deposit/Contract Performance Guarantee.			
12.	Equipment Performance guarantee			
13.	Additional delivery period 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 variations on account of financial and Commercial terms.	Sr.Nos. 10 + 11 + 12 + 13 + 14 + 15 + 16		

D. Landed Cost:

18	Goods & Service Tax			
19	Landed Cost	Sr. Nos. 17 + 18		

Note:

- a) 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 for procurement for Defence Project sand Sr. No. 19 of the above table for cases viz. civil works, procurements relating to projects other than Defence Projects
- b) While the statutory levies are excluded while carrying out evaluation of Bids to determine L1 Supplier pursuant of MOD ID No. 3(1)/2002/D(S II) dated 4.10.2006, it is clarified that the taxes & duties as applicable and not covered by exemption certificates, notifications from the Govt. of India are payable. The dealing Purchase Officer/PNC shall, however, endeavor that the price negotiated with the L1 bidder is competitive on landed cost basis also i.e. 19. Set off on any taxes and duties shall not be considered for ranking of bids.
- c) Bidders are required to quote the amounts of Taxes and Duties as applicable separately, duly indicating the base amount and the applicable rate, under each of the heads.
- d) Wherever exemption certificates can be issued by MDL, no separate liability for payment of taxes & duties will devolve upon MDL and not duty will be reimbursed.
- e) 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
- f) Wherever all-inclusive prices are quoted by the Tenderer(s) and accepted without bifurcation of tax elements, no escalation shall be considered in respect of any variations in statutory levies arising subsequently since the base figures do not exist in the order/ contract.

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

RTGS /NEET-MANDATE AUTHORIZATION FROM

- 1. BIDDER'S NAME :
- 2. PAN NO :
- 3. VENDOR ADDRESS :
- 4. VENDORS TELEPHONE :
- 5. EMAIL ADDRESS :
- 6. BANK NAME :
- 7. BANK ADDRESS :
- 8. ACCOUNT NO :
- 9. ACCOUNT TYPE :
- 10 .NEFT CODE :
- 11. RTGS CODE :
- 12. MICR CODE (Copy of cancelled cheque required):

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

Date

Supplier Seal

AUTHORISED SIGNATORY OF THE BIDDER

Certified that particulars as per serial no. 1 & 6 to 11 are correct as per our records

BANK'S STAMP

Date

SIGNATURE OF THE AUTHORISED OFFICAL OF THE BANK

**NON DISCLOSURE AGREEMENT
(on Rs. 100/ non-judicial stamp)**

THIS NON DISCLOSURE Agreement made at Mumbai, India on this _____ day of _____ 2014

between

Mazagon Dock Shipbuilders Limited a company registered under the Companies Act, 1956 and having its registered office at Dockyard Road, Mumbai-400 010 (hereinafter referred to as "MDL") and _____ a company registered under the Companies Act, 1956 and having its registered office at _____ (hereinafter referred to as "_____"). MDL and _____ shall hereinafter be collectively referred to as "the Parties" and individually as "a Party".

WHEREAS

A*. MDL has floated a tender and is required to provide certain information to (name of the bidder) to prepare his bid and/or

AA **. The Parties are considering to enter into a _____ for which each Party shall provide information ("Disclosing Party") to the other Party ("Receiving Party") which at present is confidential and not in the public domain.

B. The Parties intend that the aforesaid information be kept confidential as between the Parties. The Parties undertake and declare that they shall not divulge, publish or reproduce the same before any party or person except in accordance with the terms of this Agreement.

NOW THEREFORE the Parties agree as follows:

1. As used in this Agreement (hereinafter referred to as the "Agreement") the term "Confidential Information" shall mean any technical, confidential, proprietary or trade secret information or data disclosed

by the Disclosing Party in connection with the _____ to the Receiving Party including without limitation any written or printed documents, specifications for the vessel, plans, general arrangement plans, production schedules, drawings, samples, models, information regarding business operations, financial information, marketing strategies, either in writing or orally or any means of disclosing such Confidential Information that the Disclosing Party may elect to use prior to the execution or during the validity of this Agreement. The Receiving Party agrees that all Confidential Information shall be treated as absolute confidential and the Receiving Party shall not disclose to any person such information otherwise than in terms of this Agreement. The Receiving Party will impose a similar duty of confidentiality on any person to whom the Receiving Party is permitted to transfer such information in accordance with the terms hereof. For the purposes of this Agreement, the term "Receiving Party" shall mean and include its officers, employees, directors, agents, contractors, representatives, affiliated companies, successors and assigns.

2. Nothing in this Agreement may be construed as compelling the Disclosing Party to disclose any Confidential Information to the Receiving Party or to enter into any contractual relationships with the Receiving Party.

3. Any information or data in whatever form disclosed by the Disclosing Party to the Receiving Party and which (i) is clearly identified as Confidential Information by an appropriate and conspicuous marking or (ii) has been identified as Confidential Information at the time of disclosure shall be subject to the relevant terms and conditions of this Agreement. The Disclosing Party's decision whether any information disclosed by it under this Agreement is confidential or not shall be final and binding on the Receiving Party.

4. The Receiving Party hereby covenants that the Confidential Information received from the Disclosing Party shall:

(a) Be safely kept by the Receiving Party; the Receiving Party shall protect the Confidential Information with the same degree of care as the Receiving Party uses with its own confidential information in order to prevent its disclosure, copy and / or its use (but in no event less than reasonable care) for purposes other than the Proposal.

(b) Be only disclosed to, and used by, those employees or directors who have a need to know.

(c) Not be disclosed to a third party except those with a need to know provided they receive such information subject to the same restrictions as are contained in this Agreement.

(d) Be used by the Receiving Party directly or indirectly, solely for the purpose of considering, evaluating and effecting the tender/bid/contract.

5. The Receiving Party shall promptly upon requests by the Disclosing Party at any time return all copies of the Confidential Information communicated to it hereunder together with all copies and extracts made thereof and shall not retain any copies of the same, in any form whatsoever.

6. The Receiving Party shall have no obligations or restrictions with respect to:

(a) Information publicly known through no wrongful act of the Receiving Party.

(b) Information rightfully disclosed by a third party without breach of this Agreement by the Receiving Party and which can be communicated without restriction.

(c) Information which was already known or which was independently developed by the Receiving Party (provided that the Receiving Party can demonstrate the same).

(d) Information, the disclosure of which the Disclosing Party authorizes in writing.

7. Nothing in this Agreement shall be construed as granting to the Receiving Party any patent, copyright or design license, or rights of use under similar intellectual property rights in respect of the Confidential Information.

8. The Receiving Party shall not without prior written consent of the Disclosing Party:

(a) Disclose to any person, directly or indirectly:

i) The fact that the Confidential Information has been made available to the Receiving Party by the Disclosing Party or that the Receiving Party has inspected any portion of the Confidential Information; or

ii) The fact that any discussion or negotiation is taking place concerning the Proposal; or

iii) Any of the terms, conditions or other facts with respect to the Proposal, including the status thereof; or

(b) Make any private or public announcement or statement concerning or relating to the Proposal.

09. The Disclosing Party represents and warrants that save as otherwise notified in writing to the Receiving Party:

a) Disclosure of information by it to the Receiving Party does not infringe the rights of any third party nor is it under any restriction with regard to the disclosure of any information, and that where applicable, it has obtained all licenses and consents necessary to enable the lawful disclosure of information by it to the Recipient; and

b) It is not aware of any restriction on the use of such information by the Receiving Party, save as provided in this Agreement.

c) To the effect that the foregoing representations and warranties shall be deemed to be given at the date of this Agreement and after that date upon and in respect of each disclosure. The Disclosing Party makes no warranty or representation whatsoever as to the accuracy, completeness, suitability or adequacy of any information or as to the results obtained from it and assumes no responsibility in respect of the use of the information by the Receiving Party.

10. The Receiving Party shall indemnify and hold harmless the Disclosing Party from and against any action, claim or proceeding and any loss, damage, costs, expenses or liabilities arising out of any such action, claim or proceeding, brought by any third party pursuant to any unauthorized disclosure or use of any information by the Receiving Party, or by any person for whom the Receiving Party is responsible under this Agreement, or pursuant to any breach of any undertaking, warranty or representation contained in this Agreement.

11. For the purposes of this Agreement 'Classified Information' shall mean information, documents and material of any kind which the respective Government i.e. Indian Government has given or caused to be given a security classification irrespective of whether the same is transmitted orally, electronically, in writing or by hand. Notwithstanding any other provision of this Agreement:

a) Each Party hereto undertakes to follow security procedures prescribed for military purposes with respect to disclosure, receipt, production, use and handling of Classified Information.

b) Any Classified Information, disclosed by one Party hereto shall be, whatever the method of disclosure be, identified by the Disclosing Party as Classified Information at the time of disclosure.

c) The provisions of this Clause are to remain in full force and effect notwithstanding any termination by expiration or otherwise of this Agreement.

12. In the event the Receiving Party is required to disclose Confidential Information under any provision of law or upon an action, subpoena or order of a court of competent jurisdiction or of any requirement of legal process regulation or governmental order, decree, regulation or rule, the Receiving Party will immediately notify the Disclosing Party of its having received a request to so disclose (along with the terms and circumstances thereof), unless otherwise prohibited by law and consult with the Disclosing Party on action or steps to be taken in response to such request.

13. This Agreement represents the entirety of the agreement of the Parties relating to the disclosure of the Confidential Information and shall not be waived, amended or assigned by the Receiving Party except by prior written consent of the Disclosing Party. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

14. This Agreement shall be valid for a period of _____ (_____) years from the date of its execution between the parties. Notwithstanding the aforesaid, the obligations of Parties in connection with confidentiality under this Agreement shall survive in perpetuity.

15. The foregoing constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes and cancels any prior representation, understanding and commitment (whether oral and written) made between the Parties with respect to or in connection with any of the matter of things to which this Agreement applies.

16. This Agreement shall be governed by and shall be interpreted in accordance with the laws of India.

17. Any dispute arising in connection with or out of the validity, performance or the interpretation of this Agreement shall be finally settled by the competent jurisdiction in Mumbai.

18. The Receiving Party acknowledges that any breach of the terms and conditions of this Agreement may cause the Disclosing Party irreparable damage for which recovery of money damages would be inadequate. Therefore, the Receiving Party agrees that the Disclosing Party shall be entitled, in addition to any other remedies available to it, to seek injunctive relief and/or other equitable relief to prevent or restrain any breach by the Receiving Party or its employees/officials, or otherwise to protect its rights, under this Agreement.

19. Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile at the address as specified herein below:

To MDL-----

To-----

Address: -----

Address: -----

Phone No.: -----

Phone No.: -----

Fax No.: -----

Fax No.: -----

E-mail: -----

E-mail: -----

Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, 4 (four) days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number). IN WITNESS WHEREOF, this Agreement is executed by authorized representatives of both the Parties in two (2) originals.

Signed by the within named

Signed by the within named

MDL -----

In the presence of -----

In the presence of-----

A: Pre-submission of Bid

AA: Post Entering of Contract

TERMS RELATED TO TAXES (GST)

- I. GST as per GST Laws shall be payable extra as quoted and agreed.
- II. In case of purchases of goods/services from unregistered dealers under GST Laws, GST will be paid by MDL under reverse charge mechanism.
- III. Benefits from reduction in rate of tax/ITC is 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.
- IV. 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 codes 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 errors by vendors at any stage. MDL reserves right to recover any such interest, penalty or loss from any amount due to Supplier /Contractor or otherwise.
- V. 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 reason 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 short coming 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 reserves right to recover any interest, penalty or loss from any amount due to Supplier /Contractor or otherwise.
- VI. 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.
- VII. If the vendor is registered under GST, Vendor shall ensure timely submission of invoice as per the provisions / requirement / timeline promulgated by GOI in relation to GST Law 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).
- VIII. If the vendor is registered under GST, vendor shall file all applicable returns under GST Laws in the stipulated time & 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/contractor, MDL retains right to withhold payments towards tax portion until the same is corrected & complied by the supplier/contractor with the requirement of GST along with satisfactory evidence.

IX. The rate sheet enclosed with the tender will indicate the rates to be entered under each head wherever applicable. Bidders 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).

