



निविदा पूछताछ
TENDER ENQUIRY

[सीमित निविदा]
[LIMITED TENDER]

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

निविदा सं./Tender No	1200003040	विभाग/Department	EY COMMERCIAL
क्रय अधिकारी/Purchase Exec.	Krishan Kant	क्रय अधिकारी/Purchase Exec.	Krishan Kant
सेवा में /To		दूरभाष सं./Telephone No	23762613
		फैक्स सं./Fax No	23741386
		ई-मेल/E-Mail	kkant@mazdock.com
		निविदा सं./Tender No	1200003040
		निविदा तिथि/ Tender Date	22.11.2022
		निविदा बंद की तिथि/Tender Closing Date	07.12.2022
		निविदा बंद होने का समय/Tender Closing Time	12:00:00
दूरभाष सं./Telephone		आरएफक्यू सं./RFQ No	2050002858
फैक्स सं./Fax			
ई-मेल/E-Mail			

निविदा शुल्क/Tender Fee	रु/Rs	0.00
बयाना राशि/EMD Amount	रु/Rs	0.00
पुर्व बिड बैठक तिथि और समय/Pre Bid Meeting Date & Time		,00:00:00
निविदा खोलने की तिथि और समय/Tender Opening Date & Time		07.12.2022,15:00:00
प्रस्ताव वैधता तिथि है/Offer should be valid up to		
सुरक्षा जमा/Security Deposit		3.00 %आदेश मूल्य का/PO value
वरीय बैंक जमानत /Perf. Bank Guarantee		3.00 %आदेश मूल्य का/PO value

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

प्रिय महोदय/महोदया
Dear Sir / Madam ,

विषय /SUB:- PROCUREMENT OF 2 TYPES OF ITEMS (FIRE FIGHTING SUIT & MASK) FOR SM6

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

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
00010	सामग्री सं./ Material Number :- 350000000000078538 Hard fire-fighting suit सामग्री वर्णन/Material Description : Hard fire-fighting suit ,RN:24SP000C0047 ,COPIC:P7223432	8 Number	16.01.2023

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
	<p>Composed of:- Size for hard fire fighting system(New Vesion) 1.Suit - 96(M)-05(Qty) and 102(L)-03(Qty) 2.Trouser - 76-92 M/M-8(Qty) 3.Hood - ECRU 4.Boot - 41-02(Qty), 42-03(Qty) and 43-03(Qty) 5.Gloves - 08-03(Qty) and 09-05(Qty)</p>		
00020	<p>सामग्री सं./ Material Number :- 350000000000078539 Air-supply fire-fighting mask सामग्री वर्णन/Material Description : Air-supply fire-fighting mask ,RN:24SP000C0048 ,COPIC:P7243095 Composed of:- 1) An adjustable harness fitted with a 31-bottle filled with compressed air at 300bar and a pressure reducer 2) a respirator (full-face mask type) 3) A demand valve 4) Low pressure warning alarm unit 5) A flexible hose for connecting the harness to respirator and demand valve</p>	8 Number	16.01.2023
<p>नियम और शर्तें : भाग ए में लिखी हुई और इतर संलग्नपत्रे इस निविदा एक अभिन्न अंग हैं। हमें आशा है कि, 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.</p>			
माझगाँव डॉक शिपबिल्डर्स लिमिटेड के लिए /For Mazagon Dock Shipbuilders Ltd			

PART - A
(LIMITED TENDER FOR FOREIGN BIDDERS)
T.E.F. (TENDER ENQUIRY FORM)

MAZAGON DOCK SHIPBUILDERS LIMITED (MDL), Mumbai India, a premier Warship building, Ship repair, Submarine Construction & Refits and Heavy Engineering Company owned by Government of India under Ministry of Defence, INVITES BID through e-portal <http://eprocurermdl.nic.in>, in **TWO BID SYSTEM** (Part-I Techno Commercial Bid and Part-II Price Bid) for the supplies from Suppliers/ Bidders/ Contractors.

Issue of e - Tender Enquiry Document: This e-tender enquiry can be downloaded from our e-procurement website <http://eprocurermdl.nic.in>. To login and quote against this e-tender on e-procurement portal, bidders should possess Digital Signature Certificate (DSC). The help line number is 0120-4200462, 0120-4001002, mobile: +91 8826246593, you can also mail to eproc-support@gov.in.

Tender opening: Technical bid (PART-I) will be opened immediately after the tender closing date and time through e-procurement portal. Bidders can view details of quotation received against tender after tender opening on e-procurement website. In case of any technical queries kindly contact Mr. Shyam Kumar, M(D-EY); email id- shyamkumar@mazdock.com, Tel. no. 022 2376 3618 and Mr. Rajendra Goilkar, DGM(D-EY); Email id- rgoilkar@mazdock.com, tel. no. 022 2376 3685.

Price bid opening: Similarly after completion of Technical scrutiny/evaluation, price bid (PART-II) opening will be done and intimation will be forwarded to Techno-Commercially accepted bidders. Bidders can view the details of price bid opening against the tender on e-procurement web site.

SUB: - PROCUREMENT OF 2 TYPES OF ITEMS (FIRE FIGHTING SUIT & MASK) FOR SM6

1. Description & Technical Scope of Work / Supplies / Services: PROCUREMENT OF 2 TYPES OF ITEMS (FIRE FIGHTING SUIT & MASK) FOR SM6. Item(s) shall be supplied in the quantities and specifications as per rate sheet in **Enclosure-02**. Documentation should have technical documents, warranty certificate & COC.

2. Instruction to Bidders:

A. Pre-qualification criteria / documents:

- i. ~~Bidders Company Profile and shop & establishment registration certificate / registration certificate from local body for conducting business.~~
- ii. ~~List of equipment held by them with model / year / working status along with details of their manufacturing facilities and personnel with designation, qualification and experience to determine their capabilities. SSI / NSIC units can alternatively submit valid certificate indicating their capacity.~~
- iii. ~~Audited / Certified Balance sheet, Profit / Loss account for past 3 years.~~
- iv. ~~Bidder's average turnover during last 3 years should be at least Rs. 1,00,000~~
- v. ~~The value of the supplies during last 3 years should not be less than Rs. 1,67,000.~~
- vi. ~~Order copies of similar item supplied to be enclosed in Part-I Technical Bid.~~

Note:

- a. ~~Sr. Number i, ii and iii not required for permanent registered vendors with MDL. Permanently registered bidders shall furnish copy of valid Registration Certificate.~~
- b. ~~If any cash transaction is included in turnover (statement of profit & loss) the same will not be considered for turnover value.~~
- c. ~~Start ups are exempted from submission of prior turnover details and prior experience / PO copies. This exemption will be granted only for the items identified & displayed on MDL website under start-up icon which can be purchased from start-ups without compromising on quality & technical specifications.~~
- d. ~~MDL has a right to verify / cause verification of authenticity of the said documents whenever felt necessary. MDL reserves the right to ask for hard copies of documents.~~

B. ~~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 3-4 working days, the Head of concerned Commercial Section 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.~~

3. Earnest Money Deposit (EMD) / BID BOND: NOT APPLICABLE.

4. Security Deposit (SD) for contract performance:

If the negotiated delivery period of the items is more than 25 days from the date of Purchase Order and the total order value is more than Rs 10 lakhs (or equivalent foreign currency) then Security Deposit (SD) clause is applicable as follows:

The bidder shall submit Security Deposit (contract performance BG) for an amount of 3% (Three per cent) of the Contract/Order value excluding taxes, duties, freight etc. in the form of NEFT / DD/ Pay Order / Bank Guarantee in favour of Mazagon Dock Shipbuilders Limited as per MDL standard format at **Enclosure-15a** from a Nationalized / Scheduled Bank or bank of International repute excluding Co-operative banks as per the list of Banks approved by SBI/Canara Bank published on MDL web site within 25 days from the date of transmission of order and valid till contractual delivery of all the items plus one month more. Bank Guarantee should be valid till contractual delivery date plus one month for claim period and one month before expiry it shall be extendable until delivery of last ordered item.

Security Deposit will be returned only after successful execution of the order. Refund of security deposit whenever considered admissible by the Purchaser, shall be without interest only.

In case of non-submission or late submission of Security Deposit:

- a) MDL may at their discretion cancel the order and invoke risk purchase clause.
- b) If MDL does not cancel the order, then interest will be recovered on the Security deposit amount for the late submission of Security deposit at the rate of interest i.e. SLR plus 2% in case of Indigenous bidders & LIBOR / EURIBOR rates plus 2% in case of foreign bidders declared by Indian Nationalized Bank State Bank of India for that quarter.

5. Validity Period:

Bids / Offers shall have the validity period of **180 Days** from the tender closing date. A bid valid for a shorter period will be liable for rejection at the discretion of MDL.

6. Submission of offer in Two Bid System:

Offer must be submitted in two parts viz PART-I & PART-II on e-procurement portal as stated below:

6a. PART I: Technical Bid

Soft Copies/Scanned Copies of below mentioned documents/details are to be attached on e-procurement, Part-I:

- i. 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).
- ii. Technical Bid clearly indicating item wise descriptions & other details such as specifications, make/model, drawings etc as relevant to the offered materials.
- iii. Extract of official secret Act 1923 (**Enclosure-19**) must be signed, stamped with company seal and submitted along with Part-I of the offer as a token of acceptance of the terms & conditions by the bidders.
- iv. Price schedule BLANKING the PRICES but clearly indicating 'QUOTED / NOT QUOTED' as applicable against each of the listed item in the prescribed format (**Enclosure-02**).
- v. Bidder to submit acceptance on clauses of Tender Enquiry Form (TEF), Standards Terms And Conditions (STACs) and General Terms & Conditions (GT&Cs) as 'ACC OR DEV' as applicable for each of the clause at tender (**Enclosure-04, 05 & 06** respectively).
- vi. Bidder to submit Deviation sheet at **Enclosure-07** in case of any deviation from TEF, GT&Cs & STACs.
- vii. Bidder to submit their complete Bank details for payment by NEFT as per **Enclosure-10**.
- viii. Bidder to submit List of Documents and Certificates that will be provided along with items as per **Enclosure-11**.
- ix. Bidder to submit format of End User Certificate at **Enclosure-12**, in case required by the bidder.
- x. Product data sheets / Catalogue / Technical Specification of the offered material.
- ~~xi. GST registration details / GST acknowledgement or Tax Authority Letter.~~
- ~~xiii. Copy of PAN card~~

- xiii. Requirement Matrix at **Enclosure-9a** duly filled and signed by the bidder confirming applicability of following requirements indicating “Yes” or “No” corresponding to each item.
 - a) Special provision for handling requirements
 - b) Storage & preservation requirements
 - c) Shelf life requirements
 - d) Submission of Technical data sheets by Supplier
 - e) Hazardous item
- xiv. Bidder to submit Conformity Matrix at **Enclosure-17**.
- xv. Compliance certificate w.r.t Land border clause as per enclosure-21
- ~~xvi. Bid declaration certificate as per Enclosure-20.~~
- ~~xvii. Unique GEM seller ID~~

6b. PART II: Price Bid

This should contain only the PRICES (Rate Sheet) for items quoted strictly in the prescribed format provided with the e-tender at **Enclosure-02**.

THE CURRENCIES INDICATED IN THE TENDER CURRENCY SETTINGS ARE NOT EXHAUSTIVE. BIDDERS CAN QUOTE IN OTHER CURRENCY ALSO.

IN CASE OF ANY CONFLICT BETWEEN TENDER DOCUMENT & E-PROCUREMENT TENDER FORMAT, PLEASE CONTACT MDL.

7. Bid rejection criteria:

a. Following conditions / deviations are non-negotiable and therefore any bid falling under these conditions/ deviations shall be summarily rejected.

- ~~i. Bids received after tender closing date and time.~~
- ~~ii. Bids received without EMD (other than those who are exempt from payment of EMD), as specified in the tender~~
- ~~iii. Bidders who are debarred under PPP MII order 2017, GEM, CPPP including Tender Holiday issued by MdL.~~

b. 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) Bidders not submitting Integrity Pact.~~
- ~~ii) Bidders submitting integrity pact with deviation in MDL format, subject to approval of deviation by MDL.~~
- ~~iii) In case of e-tenders, the original of the uploaded copy of integrity Pact if not received within specified period of MDL in the tender.~~
- ~~iv) Bidder's failure to submit sufficient or complete details, in case of deficiencies noticed for evaluation of the bids~~
- v) Incomplete/ misleading/ambiguous bids in the considered opinion of TNC/CNC.
- ~~vi) Bids with technical requirements and or terms not acceptable to MDL/ Customers/ External agency nominated as applicable.~~
- ~~vii) Bids received without pre-qualification documents where required as per the tender.~~
- ~~viii) Bidders not meeting the pre-qualification parameters stipulated in Tender enquiry.~~
- ~~ix) Bidder not agreeing to supply spares (on board spares, B& D spares) / post sale product support/ post work completion support.~~
- ~~x) Wherever PVC is allowed as per tender, but the bidders quoted fixed price or vice versa. As regards to items where prices are administered by the GoI, PVC may be acceptable even if not indicated in tender subject to approval by MDL.~~
- ~~xi) High seas sales / sales in transit.~~
- xii) Unreasonably longer delivery period quoted by the firm.
- ~~xiii) Validity period indicated by bidders is shorter than that specified in the tender enquiry.~~
- xiv) Bidders not agreeing to furnish required security Deposit/ Required Contract Performance Guarantee till completion of the supplies/ services as per contract.
- xv) Bidder not agreeing to furnish Performance Bank Guarantee for Equipment supplied/ Services rendered or not agreeing for retention of equivalent amount by MDL up to the period till completion of contractual & warranty obligations.
- ~~xvi) In case of e-tenders, the original of the uploaded copy of EMD (DD/BG) not received by MDL.~~

- ~~xvii) Bidders not agreeing to provide assistance wherever required for installation, STW, HATs, SATs and Training of equipment supplied by them.~~
- ~~xviii) Bidders not meeting the eligibility criteria given in tender regarding the Class of Supplier as per PPP MII Order 2017.~~
- ~~xix) Bidders not submitting the declaration certificate for Local Content & location of value addition.~~
- ~~xx) Bidders not indicating / not declaring / not specifying the local content percentage or/and location of local value addition in the declaration certificate.~~
- ~~xxi) Bidders submitting incomplete declaration certificate for Local Content or declaration certificate not certified by appropriate authority as per tender.~~
- ~~xxii) Bidders selecting both policies for purchase preference in the declaration certificate~~
- ~~xxiii) Bidders not submitting Bid Security declaration in the prescribed format~~
- ~~xxiv) Non submission of unique GEM seller ID by bidder within reasonable time post opening of tender but before price bid opening.~~
- xxv) Non-submission of compliance certificate w.r.t Land border clause as per enclosure-21

c. Consideration of Indian Agents:

Bidders shall also ensure that either the Indian Agent on behalf of the Principal/OEM or Principal/ OEM itself bids, but not both bid simultaneously for the same product/item in the same tender.

If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

8. Delivery Period / Schedule / ~~Work Completion Schedule:~~

Indicative Time Schedule for arrival of ordered materials in MDL, Mumbai for each boat is as below:

Boat Nomenclature	MDL Yard Ref No.	Desired time for Arrival of materials in MDL, Mumbai
SM6	11880	02 months from PO placement

Note:

- i. Bidders are requested to confirm the above delivery schedule in their **Part-I offer (Technical bid)**. In case the proposed delivery is unable to achieve, you shall submit minimum delivery lead time from date of placement of order. In case of unusually high lead time in opinion of MDL, MDL have choice to not consider offer of bidder for respective boat. The lead time shall include the time required for export licence & order acceptance.
- ii. In case the material is not delivered by the supplier within the scheduled delivery date then the new delivery dates must be intimated two weeks before scheduled delivery date and progress report to be submitted by supplier on weekly basis.
- iii. INCOTERM for Delivery for foreign bidders: CIP (Mumbai Airport).
- iv. Delivery date to be considered for the purpose of Liquidated Damages (if any) will be the ~~date of delivery of items to MDL or date on Air way bill/Bill of lading.~~
- v. Technical & Instruction Manuals, COC should be part of documentation

9. Pricing:

A. Quoted prices shall be for supply of materials inclusive of all documentation of Commercial, Technical or any other nature as contained in this tender enquiry.

~~**i. Indian Bidder:** Indigenous Bidder shall quote the prices of all items listed in the price sheet format of the tender enquiry for delivery of the items in MDL East yard store. The prices quoted shall remain firm and fixed for delivery. Indigenous bidders shall quote in INR only. In case the bidder is importing the material then he has to indicate Custom duty in terms of percentage of basic price quoted by them for information only in Part-II Price bid.~~

ii. For Foreign Bidders: Bidder shall quote firm & fixed prices for the delivery on CIP Mumbai Air Port basis. Prices on the basis of FOB factory or ex-works and CIF basis are not acceptable. **However, prices on Air-Port of dispatch must be quoted to ascertain the cost of transportation for ranking of the bids.**

The prices quoted shall remain firm and fixed during the currency of the order / contract unless agreed otherwise by MDL. Needless this is to state that the delivery terms by way of high sea sales / sale in transit are not acceptable. The prices quoted will be inclusive of all inspection charges.

B. Price Variation Clause (PVC): Not Applicable

Bidder shall quote firm & fix prices for the delivery of the items. Any variation of prices in form of price variation formula or clause linking with any metal index will not be accepted in % of basic price in technical bid and in price bid.

10. Terms of Payment: -

Advance payments are discouraged and therefore are to be considered as not allowed.

Part supply part payment not allowed.

Payment terms shall be as under:

a. For Indian Bidders: Full payment for the value of supply, as reduced by any deductibles and/or the amount leviable towards liquidated damages if any, will be made through NEFT/RTGS between 15-20 days after receipt of following documents and acceptance of material by MDL QA-EY and SOT (MB):

- i. Set of Original+2 copies of signed Invoice showing item description & price as per order.
- ii. Delivery challan/GRIR (GRN) duly acknowledged by MDL East yard stores.
- iii. Set of Original+2 copies of certificate of conformity as per **Enclosure-09**
- iv. Set of Original+2 copies of Warranty Certificate as per **Enclosure-08**.
- v. Set of Original+2 copies of Security Deposit Bank Guarantee as per **Enclosure-15a**.
- vi. Set of Original+2 copies of PBG as **Enclosure-16**.

b. For Foreign Bidders:

"No advance payment is allowed for this Tender. In case, any bidder is quoting Advance Payment, then their offer will be summarily rejected."

Payment will be made against irrevocable letter of credit (L/C) established through our bankers. Suppliers should essentially furnish their clear & timely acceptance of the order within 10 days of placement of order. For opening L/C, all charges outside India shall be borne by the Beneficiary (supplier). In case, supplier seeks L/C amendment for no fault of MDL or requires confirmation of L/C then all charges towards L/C amendment or confirmation of L/C respectively shall be borne by the supplier. MDL requires 15 days to open LC after getting written request from the supplier. Supplier to also forward Ready for Shipment (RFS) Certificate at least 45 days before latest date of shipment. Bidder's request to open LC must provide all relevant details like Invoice, Packing list, latest date of shipment, bank details, weight & dimensions of consignment. L/C will be opened only if Security Deposit for an amount of 3% of the contract value in form of DD/Pay order/BG in MDL format is received by MDL and valid till last delivery date + one-month claim period. All the negotiable documents shall be submitted to the bank by the supplier within 21 days of FOB delivery date.

L/C will allow payment on timely presentation of following documents through bank:

- i. Set of Original+2 copies of signed Invoice showing item description & price as per order.
- ii. Set of Original+2 copies of signed packing list showing item-wise description, qty, Net Weight & Gross Weight etc.
- iii. Set of Original+2 copies of Clean on-board Airway bill / Bill Of Lading made in the name of MDL and marked as freight to pay with consignee as MDL.
- iv. Set of Original+2 copies of Certificate of Conformity endorsed by supplier's QA as per **Enclosure-09**.
- v. Set of Original+2 copies of Warranty Certificate as per **Enclosure-08**.
- vi. Set of Original+2 copies of Shelf life Certificate, if applicable, as per Enclosure-13.
- vii. Certificate confirming that the shipping instructions (inclusive of packing) have been followed while packing / shipment and forwarding to MDL.
- viii. Set of Original+2 copies of certificate for country of origin issued by Chamber of Commerce.
- ix. Certificate issued by MDL confirming that the delivery is made in time and no penalty is applicable OR in case of delays, admissible amount of penalty will be specified by MDL in this certificate for reduction of equal amount from supplier's invoice. (MDL will issue this certificate generally by FAX after receipt of signed copy of invoice, packing list, COC, date of the proposed shipment, & copies of B/L or AWB marked as Freight to pay or any other acceptable documents confirming dispatch on CIP basis.
- x. Set of Original+2 copies of Certificate issued by MDL for acceptance of any additional document decided during TNC.
- xi. Bidders are requested to provide details of their bank account viz. Bank Name and address, RIB, IBAN & BIC in the offer as well as in Invoice.

All the shipping documents should clearly indicate the Purchaser's Order number, Airway Bill / Bill of Lading Number and all the technical documents should at least indicate Purchaser's Order number in addition to other details for co-relation as relevant to each supply and Import under non-negative list of Import Export Policy AM 2015-2020.

11. Deviations:

It will be our endeavor to receive bidder's complete offer with acceptance of all the Terms of this tender enquiry without deviations on or before the tender due date & time. Bidder shall abide by all the clauses of Tender Enquiry Form (T.E.F), Standard Terms and Conditions (STACs) and General Terms & Conditions (GT&Cs) Acceptance formats as per **Enclosures-04, 05 & 06** contained therein should be properly filled, signed by the bidder along with (PART-I) techno-commercial bid. The bidder also hereby confirms acceptance & compliance to the Enclosures attached herewith. The bidder shall also abide statutory requirements, Official Secret Act 1923 clauses as per **Enclosure-19**.

The bidder hereby further confirms that only those deviations which could not be avoided at the time of submission of the offer, have been recorded on a Prescribed format of Deviation sheet (**Enclosure-07**) indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and suggested alternative(s) and submitted in the Technical Bid (PART-I) of the offer and only these deviations thus recorded and submitted need to be considered by MDL for evaluation of the bid.

Bidder (s) to also note that deviations taken by them if any, but not appearing or listed in the Deviation sheet (Enclosure-07) WILL NOT BE CONSIDERED BY MDL.

12. Taxes& Duties:**a. Indian Bidders****GST Compliance:**

Due to implementation of GST, Suppliers /contractors shall agree unconditionally to mandatorily pass on the any / all benefits arising in terms of reduction in goods/service's prices to MDL under Anti-profiteering provisions of GST Law.

a) 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 these verticals involved in supply of goods and/or services. MDL GSTIN is 27AAACM8029J1ZA and shall mention the same while invoicing and avoid any data entry error on GST portal.

b) 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 Law 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. However if any penalty is levied on MDL or any loss of ITC to MDL occurs or any delay in availing ITC by MDL occurs due to such error, supplier / contractor shall reimburse such loss after intimation by MDL or the amount shall be recovered from the SD or any outstanding payments to the party.

e) 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).

d) If the vendor is registered under GST, vendor shall file all applicable returns under GST Law 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.

e) 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 Law due to non / delayed receipt of goods and / or services and / or tax invoice or expiry of timelines prescribed in GST Law for availing ITC, non payment of taxes or non filing of returns or any other reason not attributable to MDL, such amount shall be recoverable from supplier / contractor along with interest and penalty as levied on MDL under GST Law for the number of days the ITC was delayed. This amount shall be recovered from the SD or any outstanding payments. 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 as a result of default.~~

~~f) — 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.~~

~~g) — 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.~~

~~h) — 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.~~

~~i) — 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.~~

~~j) — 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.~~

~~**Note: 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.**~~

b. Foreign bidders

Prices quoted by **foreign bidders** shall be inclusive of all taxes and levies which are payable in their country or country of origin but excluding only those taxes which are payable in India.

13. Ranking of Bids:

Deviations sought by the bidder in respect of delivery, Freight, Insurance, Payment terms shall be loaded on the bidder/s quoted prices during price evaluation by MDL. An illustration of the loading criteria that will be adopted is placed at **Enclosure-03**. 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 are detailed below:

- i. It is desirable that the bidder accepts the Payment Terms indicated in this tender. Varied payment terms quoted by bidders as compared to the terms stated in the Tender document shall be normalized by adopting the SBI PLR rate plus 2% (in case of indigenous bidder) and LIBOR / EURIBOR rates plus 2% or 6% whichever is higher (in case of foreign bidders) thereon on the amount (s) at variation and / or for the period (in no. of days) at variation.
- ii. Variation regarding the quantum of Security Deposit shall be normalized by loading the quoted price with the quantum of variation.
- iii. In respect of the requirement for furnishing Warranty Bank Guarantee, the variation shall be normalized by loading the quoted price by an amount equivalent to 10% of quoted price minus the quantum, if any, for which portion of guarantee is agreed to by the bidder.
- iv. For the additional delivery period sought by the bidder over the stipulated date of delivery/completion of tender, 0.50% per completed week will be loaded to the quoted price.
- v. Deviation 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.

- vi. Deviations in respect of the period of Warranty / Guaranty shall be loaded to the quoted price @ 0.25% per month or part thereof. This does not arise if the bidder quotes additional price for the differential period.
- vii. ~~Prices quoted by foreign bidders will be loaded by 1% on CIF prices for inland transportation & port handling charges.~~
- viii. ~~In case the foreign Bidder is requesting for payment through LC then his price will be loaded as~~

~~For opening L/C, all charges outside India shall be borne by the Beneficiary (supplier).
Additional loading of prices (A) Towards charges incurred in L/C opening by MDL and (B) Interest for period of 20 days @ base rate of SBI+2% on payment amount will be considered while evaluating foreign bidders for ranking purpose. In case supplier seeks L/C amendment for no fault of MDL or requires confirmation of L/C then all charges towards L/C amendment or confirmation of L/C respectively shall be borne by the supplier.~~

14. Criteria for Normalizing the Price Bid for Ranking:

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

- i. In case of Foreign Supplier, the total of basic cost (CIF / CIP) and customs clearance/Airport handling / transportation charges to the yard will be the basis for the purpose of comparison of various tenders. Taxes, duties and levies in India will be excluded for ranking the tenders.
- ii. In case of indigenous suppliers, the total of basic cost and transportation charges to yard, if any, will be the basis for the purpose of comparison of various tenders. Taxes, duties and levies may be excluded for ranking the tenders.
- iii. Currently conversion factors as applicable on the date of price bid opening will be taken to bring the bidders on equitable basis. For this purpose, bill selling rate of exchange will be considered.
- iv. The method of excluding the taxes, duties and levies payable as at (i) & (ii) above is for the purpose of ranking of price bids. As taxes, duties and levies are excluded for the purpose of ranking of bids to determine L-1 bidder, in accordance with guidelines issued by MOD, there may arise a situation where overall cost (inclusive of taxes, duties & levies) of supply by the adjudged L-1 bidder may be higher compared with any other bid(s) depending on the tax structure. Therefore, it would be required that the adjudged L1 bidder has to reduce the price to make it competitive both before including taxes, duties & levies and after including taxes, duties & levies. If the adjudged L1 bidder does not agree to reduce the price to make it competitive after including the taxes, duties & levies, then the next ranked bidder(s) will be afforded the opportunity so that the procurement is competitive.
- v. Additional loading of prices (A) Towards charges incurred in L/C opening by MDL and (B) Interest for period of 20 days @ base rate of SBI+2% on payment amount will be considered while evaluating foreign bidders for ranking purpose.

15. Consignee:

For Indian Bidder: The Supplier/Vendor shall arrange dispatch of good by appropriate 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 – 400 010, INDIA.** The supplier shall categorically direct the transporter to deliver the ordered item without insisting for consignee copy of the Lorry Receipt.

For Foreign Bidder: The Supplier shall arrange dispatch of good by appropriate Sea / Air 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-400 010, INDIA.** An advance copy of invoices along with other relevant documents shall be forwarded to the purchaser sufficiently in advance to enable clearance of cargo to avoid demurrage.

16. Modifications to the Bids:

Bidders desirous of submitting modified bids prior to the closing date & time may do so strictly before the tender closing date and time.

Amendments to the Tender Enquiry: At any time prior to the deadline for submission of bids, MDL for any reason whether at MDL's own initiative or in response to a clarification requested by prospective Bidder(s) may modify the Bidding Documents by amendment. In order to afford prospective Bidder a reasonable time in which to take the amendment into account in preparing the bids, the MDL may, at his discretion, extend the deadline for the submission of bids. For this reason, interested and prospective bidders are advised to regularly visit the specified website of MDL tenders **until closing date of the tender.**

17. Public Grievance Cell:

A Public Grievance Cell headed by Shri. **R. R. Kumar (GM-Tech)** 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, D2 Bldg, East Yard, MAZAGON DOCK SHIPBUILDERS LIMITED, Dock Yard Road, Mumbai, 400010, INDIA or send their complaints / grievances to him in writing for redressal. His Telephone No. is +91 **22-2376 263512 and Ext 3517.**

18. Liquidated Damages:

- a.** Time is an essence of the contract. Therefore, the job, as ordered, should be completed on the dates mutually agreed upon in accordance with the delivery schedule. In cases of delay not attributable to Purchaser beyond the agreed schedule, the Vendor / Contractor shall pay liquidated damages, a sum representing 0.5% (half per cent) per week or part thereof of the **undelivered portion**, subject to maximum of 5% of total order value. If the supply is delayed, the supplier shall deliver the immediate required material proposed by MDL by fastest mode of transport including air at suppliers cost.
- b.** Vendor / Contractor (Seller) will also be liable to pay Liquidated Damages for late delivery of the Documentation as agreed to by Purchaser and Vendor / Contractor (Seller) and as stated in the Purchase Order. The amount of such damages will be same as that stated in Para (a) above.
- c.** Date of Bill of Lading / Air way Bill (marked as Freight paid) for Foreign Bidder ~~and Date of supply of item at MDL for Indian Bidder~~ shall be considered for the purpose of levy of liquidated damages. The risk and ownership shall be transferred on CIF / CIP Airport of dispatch basis, as applicable.

19. Mode of dispatch:

For Foreign Bidder: By air/road.

20. Inspection:

Supplier to submit: -

- Certificate of Conformity as per MDL format at **Enclosure-9** conforming that the items supplied are as per the specification and description mentioned in the order signed by supplier.
- Warranty certificate
- Shelf life certificate, if applicable

Note: Items to be supplied as mentioned in item description at **Enclosure-02**. Receipt Inspection will be carried out by MDL QA-EY & SOT(MB).

21. Guarantee / Warranty:

The items/material are to be guaranteed for a period of 12 months from the date of supply of ordered materials and / or the items supplied shall have warranty for a period of 18 months from the CIP delivery date of each item in case of foreign vendor.

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

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

Note:

In case of firm not having permanent registration with MDL (excluding OEMs) then their warranty certificate must also be supported by the warranty certificate from respective OEM.

22. Free Issue Material Bank Guarantee (FIMBG):

In case the materials supplied by bidder are reported to be non-compliant with ordered specifications, after it's receipt in MDL or during warranty period, for which the payments have already been made by MDL to the firm, then the firm is required to submit Free Issue Material Bank Guarantee (FIMBG) in the prescribed format at **Enclosure-16** and FIMBG should be submitted within 15 days from intimation of the non-conformity of items by MDL. The value of FIMBG shall be equivalent to the value of material paid by MDL to the firm with adequate validity till completion of corrective action such as rework/ replacement of the rejected items. In case of foreign vendors, such rejected materials to be taken back by firm and after re-work/replacement must be delivered to MDL on DDP terms without any cost to MDL.

23. Performance Guarantee:

Contractor / Supplier / Vendor will be required to submit a Performance Bank Guarantee from list of bank of international repute approved by SBI / Canara Bank published on MDL website in the MDL prescribed format as per the Enclosure-15 for 3% (Three per cent) value of the order and valid for a period of 13 months (12 months' warranty period + one-month claim period) from the date of delivery or agree for retention of equivalent amount by MDL up to the period till completion of contractual & Guarantee/ Warranty obligations.

24. Freak Low Quotes:

In case after opening of price bid of technically cleared firms, it is noted that L-1 firm has quoted very low rates and indicates to withdraw from the tender then firm may be given tender holiday including intimation to other PSUs.

25. Option Clause:

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

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

27. Unless specified otherwise by the Purchaser, Communication & Language for Documentation will be English at the last known address mentioned in the offer/order.

28. In case of supply of duplicate/spurious/substandard items by the firm, MDL will resort to prosecution of the firm by taking legal action with all the stringent measures against the firm for supplying such items which has lead to delay of the project of national importance and has endangered the national security. The firm will also be blacklisted in MDL & will be debarred from quoting in future MDL tenders and the same will be intimated to all other public-sector undertakings and other Government organizations. This is in addition to other provisions/remedies and terms & conditions of the tender enquiry.

29. Preference to Make in India

~~**29.1.** The tenders where 'Preference to Make in India' clause is applicable shall clearly mention tender conditions towards minimum local content, the margin of purchase preference and the procedure for 'Preference to Make in India' which shall not be varied during a particular procurement transaction.~~

~~**29.2.** In order to make the above provisions in tender, it is required to understand the terminology / definitions used in the policy and make provisions as is applicable to a tender:~~

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

~~Note:~~

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

- ii) ~~“Class I Local Supplier” means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for “Class I Local Supplier” under this order.~~
- iii) ~~“Class II Local Supplier” means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for “Class II Local Supplier” but less than that prescribed for “Class I Local Supplier” under this order.~~
- iv) ~~“Non Local Supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for “Class II Local Supplier” under this order.~~
- v) ~~“L1” means the lowest tender or lowest bid or lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.~~
- vi) ~~“Margin of Purchase Preference” means the maximum extent to which the price quoted by a “Class I Local Supplier” may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20% which is to be indicated in tender.~~

Note:

1. Procedure for determination of L1 price for the purpose of deciding eligibility for Purchase Preference shall be stipulated in the tender.
2. Price/s of all Class I local supplier/s in a tender is more than 20% of L1's price, no purchase preference shall be applicable (refer para 29.4 below).
- ii. ~~“Nodal Ministry” means the Ministry or Department identified pursuant to the said Order in respect of a particular item of goods or services or works. Note: Indicative product categories and associated Nodal Ministry / Department is placed at Annexure A.~~
- iii. ~~“Procuring entity” means a Ministry or department or attached or subordinate office of or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act. Note: Mazagon Dock Shipbuilders Limited (MDL) shall be a procuring entity.~~
- iv. ~~“Works” means all works as per Rule 130 of GFR 2017 and will also include “turnkey works”, Engineering, Procurement and Construction (EPC) contracts.~~
- v. ~~“Services” includes System Integrator (SI) contracts among other services.~~

29.3. Eligibility of Suppliers to bid in a tender:

- i. ~~In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only ‘Class I local supplier’, as defined under the Order, shall be eligible to bid irrespective of purchase value.~~
- ii. ~~Both ‘Class I local supplier’ and ‘Class II local supplier’ shall be eligible to bid in procurements not covered by sub-para 29.3.1 above and undertaken by procuring entities, except when Global Tender Enquiry has been issued. In Global tender enquiries, “Non Local Suppliers” shall also be eligible to bid along with “Class I Local Suppliers” and “Class II Local Suppliers”. In procurement of all goods, services or works not covered by para 29.3 (i) above and with estimated value of purchase less than Rs.200 Crores, in accordance with Rule 161(iv) of GFR 2017, Global tender shall not be issued except with the approval of competent authority as designated by Department of Expenditure.~~

29.4. Purchase preference:

- i. ~~Purchase preference shall be given to only “Class I Local Supplier” (Class II Local Supplier are not eligible for purchase preference) in procurements undertaken in the manner specified here under:~~

MDL Note: In the procurement covered by para 29.3 (i) above only Class I Local Supplier are eligible to bid hence there won't arise a question of Purchase Preference in such tenders as all bidders would be Class I Local Supplier. However, techno-commercially qualified Class I MSE manufacturer bidder shall get the Purchase Preference as per provision of PPP MSE Order 2012.

- ii. ~~In the procurement of goods or works which are covered by para 29.3 (ii) above and which are divisible in nature, the “Class I Local Supplier” shall get purchase preference over other bidders (MDL Note: MSE manufacturer shall also get Purchase Preference as per PPP MSE Order 2012) as per the following procedure:~~

- a. ~~Among all qualified bids, if L1 is “Class I Local Supplier”, the contract for the full quantity will be awarded to L1.~~
- b. ~~If L1 is not “Class I Local Supplier”, then 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the “Class I Local Suppliers” whose price falls within the~~

margin of purchase preference will be invited to match the L1 price for the quantity remaining after Purchase Preference to MSEs has been given as per PPP MSE Order 2012 and contract for that quantity shall be awarded to such "Class I Local Supplier" subject to matching the L1 price. In case such lowest eligible "Class I Local Supplier" fails to match the L1 price or accepts less than the offered quantity, the next higher "Class I Local Supplier" within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on "Class I Local Suppliers", then such balance quantity may also be ordered on the L1 bidder.

Applicable for both serial (a) & (b): If MSE bidder falls under PP i.e L1+15% then portion of supply shall be awarded to MSE as per the current provisions of PPP MSE Order 2012 in vogue.

~~iii. In the procurement of goods, services or works which are covered by para 29.3.(ii) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the "Class I Local Supplier" shall get purchase preference over "Class II Local Supplier" as well as "Non-local Supplier" as per the following procedure:~~

~~a. Among all qualified bids, if L1 is "MSE Manufacturer", the contract for the full quantity will be awarded to L1.~~

~~b. If L1 is other than "MSE Manufacturer", then first MSEs (L1+15%) eligible for PP under PPP MSE Order 2012 will be invited to match the L1 price and the contract for full quantity shall be awarded to such MSE bidder. In case MSE bidders decline to match L1 price, and if the L1 is "Class I local supplier" then the order for the full quantity shall be awarded to the L1 "Class I local supplier". However, if L1 is not "Class I local supplier" then the "Class I Local Suppliers (L1+20%)" whose price falls within the margin of purchase preference under PPP MII Order 2017 will be invited to match the L1 price in the order of ranking of Class I Local Supplier and the contract for full quantity shall be awarded to such "Class I Local Supplier" who first matches the L1 price.~~

~~c. In case none of the "Class I Local Supplier" or MSEs are within the margin of purchase preference or do not agree to match the L1 price or there is no Class I Local Supplier or MSE, the contract for full quantity may be awarded to the L1 bidder.~~

~~Note: It is to be noted that there is a difference between Items in a tender "being separable / inseparable" or "being divisible / non divisible". MDL SAP generated PR has provision for indicating whether scope is separable / inseparable in nature which is required for deciding criteria for ranking of bids i.e on item wise or on group wise or on overall basis. Similarly, MDL SAP generated PR also has provision for indicating tendered items are divisible / non divisible i.e placing parallel contract of particular item and / or service on multiple suppliers i.e quantities can be divided at item level between multiple suppliers. Accordingly, tender should clearly specify ranking criteria as applicable, divisibility as one or more of the following and appropriately applicable Purchase preference:~~

~~1. Items/ group of items whether separable and whether ranking will be on item / group wise quote.~~

~~2. Items/ Group of items whether divisible and whether ranking will be on item / group wise quote or on overall basis.~~

~~3. Combination of above~~

~~(items above means scope of tender and includes items, services & works)~~

~~iv. Parallel Contracts: In case of Parallel contracts tender also Purchase Preference to MSE & Class I suppliers shall be applicable.~~

29.5. Minimum Local Content

~~29.5.1 The 'local content' requirement to categorize a supplier as 'Class I local supplier' is minimum 50%. For 'class II local supplier' the local content requirement is minimum 20%. However, Nodal ministry/Department may prescribe only as higher percentage of minimum local content to categorize a supplier as 'Class I local supplier'/'Class II local supplier'. For the item for which Nodal ministry/Department has not prescribed higher minimum local content notification under the order, it shall be 50% and 20% for 'Class I local supplier' and 'Class II local supplier' respectively.~~

~~29.5.1 The Nodal Ministry may keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.~~

29.5.2 The Nodal Ministry may annually review the local content requirements with a view to increasing it, subject to availability of sufficient local competition with adequate quality.

Note: For Global tenders, since 'Non local suppliers' shall also be eligible, the minimum local content may not be indicated unless and otherwise it needs to be stipulated as per GoI other guidelines or Customer contract requirements.

29.6. Other Pre Qualification Criteria in tenders:

29.6.1 Other pre qualification criteria in terms of turnover, production capabilities & financial strength in the tender shall not result in unreasonable exclusion of "Class I Local Supplier" / "Class II Local Supplier" and should be as stipulated in the extant Purchase Manual.

29.6.2 The pre qualification criteria in terms of prior experience fixed in the tender shall not require proof of supply in other countries or proof of exports leading to unreasonable exclusion of Local Suppliers.

29.7. Declaration/Verification of Local content:

29.7.1 Tenders shall solicit participating bidders to indicate the percentage of local content (ie value added in India) along with the details of location/s where the value addition is made, in their bids, item wise or tender wise. The indicated local content percentage shall decide categorization of the vendors as "Class I Local Supplier" / "Class II Local Supplier" / "Non local Supplier". All bidders should declare that the item and service offered meets the minimum local content & indicate its percentage in their offer which shall meet or excel required local content specified in tender. This declaration is necessary even if Custom Duty Exemption and / or ERV (if applicable) are not being sought. Certification as under is to be submitted mandatorily in technical offer Part I bid.

Self certification as per Annexure B-1, by Chief Financial Officer or Other legally responsible person nominated in writing by the Chief Executive or Senior Member / Person with Management Responsibility of Corporation / Partnership / Individual however in cases of procurement for value in excess of Rs. 10 Crores, the bidders shall provide a certificate, as per Annexure B-2, from statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of supplier other than companies) giving the percentage of local content.

29.7.2 Further, it must be informed to bidders in the tender that once the declaration / certification is committed at tender submission stage, the same cannot be altered subsequently at technical negotiation stage or after award of contract. Doing so would be treated / considered as false declaration by bidder and necessary action shall be initiated as per Para 9 of the said Order for debarment.

29.7.3 Declared Local Content shall be the basis for categorization of the vendors and tender evaluation. However, MDL reserves the right to undertake detailed examination of declared local content and may call vendor to submit relevant documents.

29.7.4. In cases where MDL received the complaint from any vendor or person, along with the fees prescribed below, verification of Declared Local Content shall be carried out by seeking additional info as deemed necessary and the bidders (including unsuccessful bidders) against the tender shall be obliged to furnish the necessary documents. Failing to do so, the vendor may invite penal action as per the provisions of the Order. If MDL possess the capability, then it shall perform the verification. However, if in the opinion of MDL matter needs to be dealt at higher level, then the complaint shall be referred to Nodal Ministry and their fees / expenses / charges applicable as per the Nodal Ministry, if any, shall be borne by the complainant. MDL is authorized to prescribe fees for handling complaints under revised PPP MII 2017 Order. The fees for filing a complaint under the order shall be Rs. 10,000/- per case. The complaint shall be filed to the Chairman, Public Grievance Cell. The fee shall be deposited by complainant in MDL's Account by NEFT.

29.7.5 On scrutiny of offer, if all the bidders participating in the tender happen to have either not submitted the declaration certificate or not declared / specified the local content percentage in the declaration certificate or specified local content lower than the minimum local content requirement as per the tender, the subject tender shall be cancelled & matter shall be taken up with Ministry through MDL Nodal Executive. Meanwhile, re-tendering may be done without applying the provisions of said Order for need fulfilment of MDL.

29.7.6 On opening of the price bids, if it is identified that there is difference in local content declaration made & local content percentage as per price quoted is now not meeting (i.e. lesser

than) the specified tender requirement (i.e only on the quoted price without any loading) then such bidder shall be disqualified and shall not be considered for ranking purpose. The bid would be treated / considered as given false declaration and necessary action for debarment shall be initiated.

29.8. Bid Rejection Criteria (Other than specified in Tender):

Following bids shall be categorically rejected (Criteria is to be specified in tender along with other categorical rejection criteria as per Purchase Manual);

- a. Bidder who are debarred under PPP MII order 2017
- b. Bidders not meeting the eligibility criteria given in tender regarding the Class of Supplier as per PPP MII Order 2017.
- c. Bidders not submitting the declaration certificate.
- d. Bidders not indicating / declaring / specifying the local content percentage in the declaration certificate or/and location of local value addition in declaration certificate.
- e. Bidders specifying location of local value addition as name of country.
- f. Bidder submitting Incomplete declaration certificate or declaration not certified by appropriate authority as per tender.
- g. Bidders selecting both policies for purchase preference in the declaration certificate.

29.9. PPP MSE Order 2012:

Purchase Preference under PPP MSE Order 2012 shall prevail over Purchase preference under PPP MII Order 2017. Bidders shall be informed in the tender that in case of participation of MSE and Local Supplier against a same tender, MSE bidder will be given preference over other bidders to match with L1 bidder provided it has chosen Purchase Preference under PPP MSE Order 2012 in the tender & it is meeting Purchase Preference Criteria as per Public Procurement Policy for MSEs Order 2012. Bidder has to indicate his choice for Purchase Preference in Annexure B-1/B-2 which will not be permitted to be changed once bid is opened.

29.10. Communication with Nodal Ministry:

29.9.1 All the communication as and when received in this regard shall be uploaded at MDL intranet portal & MDL website under specific icon "Procurement preference to Make in India" by MDL Nodal Executive for Public Procurement (Preference to Make in India) Order 2017, which will be accessible to all executives at MDL as well as suppliers.

29.11 Reciprocity Clause:

i. When a Nodal Ministry/ Department identities that indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring indian companies such as registration in the procuring country execution of projects of specific value in the procuring country etc., it shall provide Such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

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

iii. The stipulation in (ii) above shall be part of all tenders invited by MDL. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.

iv. The term 'entity of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

v. Specifying foreign certifications / unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian standards and/or for any Other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned (Department concerned for MDL is MoD, DDP)

29.12 Price negotiation and contract placement:

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

ii. After the contract is awarded and the supplies are completed, the supplier shall provide a Local content certificate" (Annexure C 1) declaring the actual Local content percentage achieved while executing the contract. In case of failure to provide Local Content Certificate for the executed order within reasonable time, the issue be referred for debarment.

Note: In cases of procurement for value in excess of Rs. 10 Crores, the supplier shall provide a Local Content certificate" (Annexure C 2) from statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of supplier other than companies) giving the percentage of local content.

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

29.13 Debarment of bidders/suppliers:

i. False declaration will be in breach of Code of Integrity under Rule 175(1)006) of GFR 2017 for which a bidder or its successors can be debarred for up to 2 years as per Rule 151(iii) of GFR 2017 along with such other actions as may be permissible under law.

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

iii. Cases of disqualification of bidders on the grounds of false declaration shall be submitted to Functional Director for approval & details of such firms be forwarded to SR&R Dept for making provision of debarment in SAP system and to MDL Nodal Executive for Public Procurement (Preference to Make in India) Order 2017 for compilation, reporting to authorities & uploading on website as per para 9h of the said order.

iv. HoD(M) shall be the MDL Nodal Executive for Public Procurement (Preference to Make in India) Order 2017 for all correspondence with Member Convener of the Standing Committee constituted under said Order, Nodal Ministry & MoD for sending information on debarment of bidders due to false declaration.

29.14 Manufacture under license I technology collaboration agreements with phased Indigenization

i. While notifying the minimum local content, Nodal Ministry can make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement/ transfer of technology agreement for indigenous manufacture of a product developed aboard with clear phasing of increase in local content

ii. In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. MDL while procuring such items beyond the notified threshold value, shall prescribe in tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender and that Such Joint ventures are exempted from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner

30. End User Certificate:

Bidder should clearly mention in their offer whether End User Certificate is required by them. In case it is required then the bidder should submit the format of End User Certificate along with the offer **(Enclosure-12)**.

31. In Service Life/Shelf Life:

You shall supply the items/materials from the latest production having minimum 75% residual shelf life from delivery. Service Life/Shelf Life of the material if applicable shall be stipulated in the offer. In case of shelf life, the period and the relevant storage conditions should be clearly specified. You shall fill the format for shelf Life at Enclosure-13 and submit the scanned copy in your offer and with delivery of item. (If applicable)

32. Non-Disclosure Agreement:

~~In case firm requires any technical document/drawing against tender requirement, firm has to submit Non-Disclosure agreement as per Enclosure-14 in advance.~~

33. TERMINATION & RISK PURCHASE:

~~If the service or any portion thereof not performed by the scheduled delivery date / period, any stoppage or discontinuation of ordered supply / awarded contract without written consent of MDL or not meeting the required quality standards, MDL shall be at liberty, without prejudice to the right of the MDL to recover Liquidated Damages 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.~~

34. Extension of Tender Closing Date

In case the tender closing date is to be extended, bidders with reasons for extension of the tender closing date provided such an extension will not adversely affect the project schedule and bidders are instructed for submission of such request in the commercial department at least 3 days in advance excluding the day of tender closing date.

35. 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) Bidders 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.

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

Yours faithfully,
For **MAZAGON DOCK SHIPBUILDERS LTD**

PURCHASE EXECUTIVE

Enclosures:	
Enclosure – 1	Scope of work / supply & QA requirements
Enclosure – 2	Rate sheet format (Part- II)
Enclosure – 3	Ranking of Bids / Loading Criteria for Normalizing Price Bids
Enclosure – 4	Tender enquiry terms Acceptance Format (TEF)
Enclosure – 5	Acceptance Format for Standard Terms And Conditions (STACs)
Enclosure – 5a	Standard Terms And Conditions (STACs)
Enclosure – 6	Acceptance Format for General Terms & Conditions (GT& C)
Enclosure – 6a	General Terms & Conditions (GT& C)
Enclosure – 7	Deviation Sheet Performa
Enclosure – 8	Format of Warranty Certificate
Enclosure – 9	Format for Certificate of Conformity
Enclosure – 9a	Requirement Matrix
Enclosure – 10	NEFT/RTGS Format / Bank Details
Enclosure – 11	List of Documents and Certificates that will be provided along with item
Enclosure – 12	End User Certificate Format to be provided by Bidder, if required
Enclosure – 13	Format of Shelf Life Certificate
Enclosure – 14	Format of Non-Disclosure Agreement
Enclosure – 15	Format for Performance Bank Guarantee (PBG)
Enclosure – 15a	Format for Security Deposit
Enclosure – 15b	Proforma Bank Guarantee for Bid Bond/EMD
Enclosure – 16	Format for Free Issue Material Bank Guarantee
Enclosure – 17	Conformity matrix
Enclosure – 18	Shipping Instructions
Enclosure – 18a	Letter of Credit Format for shipment by air.
Enclosure – 19	Extract of the Provisions of the Official Secret Act, 1923
Enclosure – 20	Bid security declaration Format
Enclosure – A/B/C	Declaration certificate for land border certificate .

SECTION-1**SCOPE OF WORK / SUPPLY & QA REQUIREMENTS:**

PROCUREMENT OF 2 TYPES OF ITEMS (FIRE FIGHTING SUIT & MASK) to be manufactured & supplied as per Description, part no. and Quantity mentioned in rate sheet **Enclosure – 2**. Technical & instruction manuals, COC should be part of documentation.

1. Deliverables:**(a) Equipment and Installation material**

- i) Equipment / systems and all accessories including suitable interfacing devices to enable requisite data exchange with other onboard systems, as applicable to concerned Equipment / Systems.
- ii) All installation materials viz. Special Cables, Cable Glands, Plugs & Sockets, Connectors, Pressure Hull Penetrations, Shock-mounts, Hard Wares, etc. whichever is applicable to the concerned equipment / systems. The SELLER should provide complete binding and installation data / drawings of Equipment / Systems to enable BUYER to prepare installation drawing and to finalize the yard material requirement for installation.
- iii) All requisite test equipment, tools, test jigs & Special Tools and Test Equipment (STTE) for carrying out Installation, Setting to Work (STW), Harbour Acceptance Tests (HATs) and Sea Acceptance Tests (SATs), as applicable to concerned Equipment / Systems.

- 2. Quality assurance, Standard of Design and workmanship:** The design, workmanship, quality and finish of the equipment shall conform to the latest standards / specifications applicable to Naval Ship / Submarine. List of applicable standard / specifications should be indicated by SELLER in offer.

2.1 Recommended quality Inspection: Quantitative and qualitative controls of the item and its certificate of conformity when the item is received by MDL (basic control for any procured item).

3. Packaging and Marking:

- a) **Packaging:** Should be strongly and securely packaged for sea transportation in a minimum cubic space, in such a manner as to prevent damage and pilferage in transit from point of shipment to final destination. Metal & moving parts where necessary, shall be well protected with preservatives to prevent rusting during transit and shelf life period. The main equipment, accessories and spares should all be separately packed. The SELLER shall insert in each container a fully itemized packing list to show container number, contents, quantity, gross and net weights and cubic measurements. Deliverable items and each type of spares shall be packed and identified separately. Requirement, if any, of presence of SELLER's representative during receipt inspection in India shall be indicated clearly in the offer.
- b) **Marking:** The marking on the containers, corresponding packing lists, etc., shall be clearly made to indicate the type of equipment packed inside the containers with stamped instructions that the container shall be stored in covered spaces and not exposed to the weather. Packages containing delicate and fragile material shall be marked in red block letter "FRAGILE", "DO NOT DROP".
- c) All packaging & markings shall generally conform to INCOTERMS, for CIP / CIF delivery, as applicable.

4. Product Support:

4.1 In Service Life/Shelf Life. The In Service Life/Shelf Life of the equipment / materials shall be stipulated in the offer as applicable, such as for welding consumables, paints, etc. In case of shelf life the relevant storage conditions should be clearly specified.

5. Warranty:

- 5.1** (a)
(b) The items/material are to be guaranteed for a period of 12 months from the date of supply of ordered materials in case of indigenous vendor and/or the items supplied shall have warranty for a period of 12 months from the FOB delivery date of each item in case of foreign vendor.
- 5.2** If within the period of warranty, the goods are reported by the Buyer to have failed to perform as per the specifications, the SELLER shall either replace or rectify the same free of charge, maximum within 45 days of notification of such defect received by the SELLER, provided that the goods are used and maintained by the BUYER as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration. Record of the down time would be maintained by user in log book. Spares required for warranty repairs shall be provided free of cost by SELLER.
- 5.3** The SELLER also undertakes to diagnose, test, adjust, calibrate and repair / replace the goods / equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the BUYER and the SELLER. SELLER hereby warrants that necessary service and repair back up during the warranty period of the equipment shall be provided by the SELLER and he will ensure that the downtime is within 10% of the warranty period at any one time and not exceeding a cumulative period of 10% of the warranty period.
- 5.4** In case the repairs of an item under warranty are to be carried out at the SELLER's premises, the item to be repaired shall be sent to the SELLER's premises by the BUYER, appropriately packed, at the cost of the SELLER. The mode of freight shall be decided by the SELLER so as not to affect the construction schedule of the Submarine. Repaired parts shall be entitled to the residual warranty period as the original part or six months whichever is later. Replaced part shall enjoy the same provision of warranty as the original one.
- 6.** The technical proposal from the SELLER should contain the full details of the requirements related to the system, i.e. performance, environment, EM compatibility, ship interface, functional interface, design & manufacturing and requirements related to qualification and acceptance. A certificate is to be obtained from DCN, France confirming the compliance of all the above requirements for the Scorpene class submarines

RATE SHEET PRESCRIBED FORMAT
(Please quote on your letter head only)

Refer to RFQ for detail description

Sr. no.	Description of Item	Quantity	Unit	CIF UNIT RATE (Mumbai / JNPT Seaport)	CIP UNIT RATE (Mumbai Airport)	CIF Total Value (Mumbai / JNPT Seaport)	CIP Total Value (Mumbai Airport)
1	Material Number: -35000000000078538 Material group: - MPCMU31 - General Outfit Material Details: - Hard fire-fighting suit, RN:24SP000C0047, COPIC: P7223432 Composed of:- Size for hard firefighting system (New Version) 1.Suit - 96(M)-05(Qty) and 102(L)-03(Qty) 2.Trouser - 76-92 M/M-8(Qty) 3.Hood - ECRU 4.Boot - 41-02(Qty), 42-03(Qty) and 43-03(Qty) 5.Gloves - 08-03(Qty) and 09-05(Qty)	8	Nos				
2	Material Number: -35000000000078539 Material Details:- Air-supply fire-fighting mask, RN:24SP000C0048 ,COPIC:P7243095 Composed of:- 1) An adjustable harness fitted with a 31-bottle filled with compressed air at 300bar and a pressure reducer 2) a respirator (full-face mask type) 3) A demand valve 4) Low pressure warning alarm unit 5) A flexible hose for connecting the harness to respirator and demand valve	8	Nos				

A. Notes Applicable to Foreign Bidders

Duties & taxes as applicable in India for Import of the material shall be borne by MDL. However, taxes & duties prevailing in the country of foreign Manufacturer / Supplier are to be borne by the foreign bidder. The bidder hereby confirms to have quoted the unit rates and total item wise values in the columns of above format for values on CIP, Mumbai Airport basis) inclusive of all freight, insurance up to Mumbai, custom & port clearance / handling and any other such charges in supplier's country and **FOB / CIP Air Port of dispatch basis (for information only)**

B. Notes Applicable to Indian Bidders

The bidder hereby confirms to have quoted the unit rates and total item wise values only in the columns for delivery in MDL Mumbai East Yard stores excluding GST and taxes. Rate of GST and taxes applicable shall be indicated separately in terms of percentage of quoted basic price.

Taxes & Duties

Tax head	Rate applicable	Amount on which the tax is applicable
GST		
Any other Taxes / Duties (Bidder to specify)		

Note:

The Prices indicated in the Price Bid shall be exclusive of Taxes. Rate of all the taxes applicable are separately indicated against each head as above.

Name:

Designation:

Date:

Bidders Company Seal

RANKING OF BIDS / LOADING CRITERIA FOR NORMALISING THE PRICE BIDS

1. L1 will be decided for each line items as line items are separable.
2. The bidder shall quote the rates excluding the taxes & duties.
3. Applicable taxes/duties and the rates shall be separately indicated by the bidder in Rate Sheet.
4. It is desirable that the bidder accepts the Payment Terms indicated in this tender. Varied payment terms quoted by bidders as compared to the terms stated in the Tender document shall be normalized by adopting the SBI PLR rate plus 2% (in case of indigenous bidder) and LIBOR / EURIBOR rates plus 2% or 6% whichever is higher (in case of foreign bidders) thereon on the amount (s) at variation and / or for the period (in no. of days) at variation.
5. ~~If the requirement of advance payment is absolutely unavoidable for bidder, then it will be allowed against a Bank Guarantee of 110% of the amount with sufficient validity period. The quantum of advance will not be more than 15% of order value. Interest will be applicable at the SBAR plus 2% in case of Indigenous bidders & LIBOR / EURIBOR rates plus 2% or 6% whichever is higher in case of foreign bidders and applicable SBAR / LIBOR / EURIBOR rates will be indicated separately at that time. The offer of bidder will be loaded at this rate for the period of recovery, which will be decided after bid opening. If the bidder seeks advance payment at a lower rate of interest than the rate specified above, then only differential amount of interest shall be loaded on the quoted price.~~
6. For additional delivery period sought by bidder over the stipulated date of delivery/completion of tender, 0.50% per completed week may be loaded to the quoted price.
7. Deviation sought in respect of rate per week and/or maximum ceiling in respect of Liquidated Damages shall be loaded on the quoted price. For e.g., the maximum ceiling towards L.D. stipulated in tender is 5% and bidder seeks to limit it to say 3.5%, then price quoted will be loaded by 1.5%. If rate of L.D. per week in tender is 0.5% per week or part thereof and bidder seeks it as, say, 0.40% per week or part thereof, the maximum ceiling on L.D. as per tender will be equated to weeks (10 weeks in this case) and rate proposed by bidder, i.e. 0.4% will be multiplied by the so equated maximum period (which works to 4%) and the quoted price will be loaded accordingly by 1%. Delivery, being the essence of the contract, it is desirable for the bidders to adhere to the stipulated clause.
8. Incase the foreign Bidder is requesting for payment through LC then his price will be loaded as For opening L/C, all charges outside India shall be borne by the Beneficiary (supplier). Additional loading of prices (A) Towards charges incurred in L/C opening by MDL and (B) Interest for period of 20 days @ base rate of SBI+2% on payment amount will be considered while evaluating foreign bidders for ranking purpose. In case supplier seeks L/C amendment for no fault of MDL or requires confirmation of L/C then all charges towards L/C amendment or confirmation of L/C respectively shall be borne by the supplier.

LOADING FACTORS FOR RANKING OF BIDS

(ILLUSTRATIVFORMAT)

A.

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

B. Loading due to variations in Financial Term.

6	Variation in payment Terms			
7	Income Tax & Service Tax on Technical Services / Service engineer's 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 variations in financial term.	Sr. Nos. 5 + 6 + 7 + 8 + 9		

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

11	Security Deposit / Contract performance guarantee			
12	Equipment Performance Guarantee			
13	Additional delivery period over stipulated period as per Sought			
14	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	Sr. Nos. 10 + 11 + 12 + 13 + 14 + 15 + 16		

D. Landed Cost:

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

Note:

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

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

TEF ACCEPTANCE FORMAT

To,
GM (C-EY)

**MAZAGON DOCK SHIPBUILDERS LIMITED
COMMERCIAL DEPARTMENT-EAST YARD.**

TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK
1.	ACC / DEV	2.	NA	3.	NA
4.	ACC / DEV	5.	ACC / DEV	6.	ACC / DEV
7.	ACC / DEV	8.	ACC / DEV	9.	ACC / DEV
10.	ACC / DEV	11.	ACC / DEV	12.	ACC / DEV
13.	ACC / DEV	14.	ACC / DEV	15.	ACC / DEV
16.	ACC / DEV	17.	ACC / DEV	18.	ACC / DEV
19.	ACC / DEV	20.	ACC / DEV	21.	ACC / DEV
22.	ACC / DEV	23.	ACC / DEV	24.	ACC / DEV
25.	ACC / DEV	26.	ACC / DEV	27.	ACC / DEV
28.	ACC / DEV	29.	NA	30.	ACC / DEV
31.	ACC / DEV	32.	NA	33.	NA
34.	ACC / DEV	35.	ACC / DEV	36.	ACC / DEV

COMPANY'S NAME & ADDRESS:

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

Note:

NA – Not Applicable

- Bidder confirms to have carefully read the Terms & Conditions enclosed only with this Tender Enquiry Form (TEF) prior to filling up this acceptance format.
- Bidder confirms that this format has been **properly filled, signed and returned** along with our technical offer (Part-I) for considering the Bid.
- Bidder confirms to have indicated **“ACC” for Accepted, “DEV” for Deviation** taken for each clause number in the above table.
- In case of any deviations taken the bidder confirms to have attached **Separate Sheet** indicating all relevant details such as Number & Title / brief description of the Clause, **Reasons for Deviation and suggested alternative(s)**.
- Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example Clause no. 8 means – Clause nos. 8 – a (i) to (iv), b (i) to (xiii) & c

ACCEPTANCE FORM FOR STANDARD TERMS AND CONDITIONS (STACS)

**To,
GM (C-EY)
MAZAGON DOCK SHIPBUILDERS LIMITED
COMMERCIAL DEPARTMENT-EAST YARD.**

STACS CLAUSE No.	BIDDER'S REMARK (Acc/Dev)	STACS CLAUSE No.	BIDDER'S REMARK (Acc/Dev)	STACS CLAUSE No.	BIDDER'S REMARK (Acc/Dev)
101	ACC / DEV	102	ACC / DEV	103	ACC / DEV
120	ACC / DEV	200	ACC / DEV	210	ACC / DEV
220	ACC / DEV	230	ACC / DEV	240	NA
250	ACC / DEV	260	ACC / DEV	270	ACC / DEV
280	ACC / DEV	290	ACC / DEV	300	ACC / DEV
310	ACC / DEV	320	ACC / DEV	330	ACC / DEV
340	ACC / DEV	350	ACC / DEV	360	ACC / DEV

COMPANY'S NAME & ADDRESS:

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

Note:**NA – Not Applicable**

- Bidder(s) confirms to have carefully read the Standard Terms & Conditions (STACS) (**Enclosure- 5 (a)**) included in the tender prior to filling up this acceptance format.
- Bidder(s) confirms to have indicated "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
- In case of any deviations taken the bidder confirms to have attached **Separate Sheet** indicating all relevant details such as Number & description of the Clause, **Reasons for Deviation and suggested alternative(s)**.
- STACS clause numbers shown in the above format also includes the sub-clauses under these clauses. For example 220 means – clause nos. 220, 221, 222.

STANDARD TERMS AND CONDITIONS (STACs)

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

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

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

120. GENERAL

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

200. COMMUNICATION & LANGUAGE FOR DOCUMENTATION

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

210. PURCHASER'S PROPERTY.

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

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

220. RISK PURCHASE

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

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

230. RECOVERY-ADJUSTMENT PROVISIONS:

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

240. ADDITIONAL BANK GUARANTEE

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

250. INDEMNIFICATION

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

260. TRANSFER OF SUPPLIERS / CONTRACTOR'S RIGHTS:

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

270. SUBCONTRACT & RIGHT OF PURCHASER

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

280. PATENT RIGHTS.

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

290. AGENTS/AGENCY COMMISSION:

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

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

The buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the buyer in terms of the Contract along with interest at the rate of 2% per annum 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 Bidder / Supplier / Contractor undertakes that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Purchaser or otherwise in procuring the contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract

with the Purchaser for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Purchaser.

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

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

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

310. IMMUNITY OF GOVERNMENT OF INDIA CLAUSE

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

320. EXPORT LICENCE

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

330. BANNED OR DE-LISTED CONTRACTORS / SUPPLIERS.

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

340. DUTY OF PERSONNEL OF SUPPLIER/SUPPLIER

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

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.

ACCEPTANCE FORM FOR GENERAL TERMS AND CONDITIONS (GT&Cs)

**To,
GM (C-EY)
MAZAGON DOCK SHIPBUILDERS LIMITED
COMMERCIAL DEPARTMENT-EAST YARD.**

GT&C CLAUSE No.	BIDDER'S REMARK (Acc/Dev)	GT&C CLAUSE No.	BIDDER'S REMARK (Acc/Dev)	GT&C CLAUSE No.	BIDDER'S REMARK (Acc/Dev)
A10	Blank	A20	ACC / DEV	A30	ACC / DEV
A40	ACC / DEV	A50	ACC / DEV	A60	ACC / DEV
A70	ACC / DEV	A80	ACC / DEV	A90	ACC / DEV
A100	ACC / DEV	A110	ACC / DEV	A120	ACC / DEV
A130	ACC / DEV	A140	ACC / DEV	A150	ACC / DEV
A160	ACC / DEV	A170	ACC / DEV	A180	ACC / DEV
A190	ACC / DEV	A200	ACC / DEV	A210	ACC / DEV
A220	ACC / DEV	A230	ACC / DEV		

COMPANY'S NAME & ADDRESS:

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

Note:**NA – Not Applicable**

1. Clause Bidder confirms to have carefully read the General Terms & Conditions (GT&C) (**Enclosure – 6(a)**) of the Tender Enquiry prior to filling up this acceptance format..
2. Bidder confirms to have indicated "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
3. In case of any deviations taken, **Bidder confirms to have attached Separate Sheet** indicating all relevant details such as Number & description of the Clause, Reasons for the Deviation and suggested Alternative(s).
4. Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example no. A10 means – Clause nos. A11, A12, A13.

GENERAL TERMS AND CONDITIONS (GT&C)**A10. BLANK****A20. SECURITY DEPOSIT**

A21. The successful bidder shall submit a Security Deposit @ 3 % of the contract / order value (excluding taxes, duties, freight, and service component) of the Order in the form of NEFT / Demand Draft / Bank Guarantee in the prescribed format in favour of Purchaser within 25 days from date of Contract. The Security Deposit will be returned only after the successful execution of the order / contract. Refund of Security Deposit whenever considered admissible by the Purchaser, shall be without interest only.

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

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

A40. FORFEITURE OF SECURITY DEPOSIT

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

A50. FORFEITURE OF PERFORMANCE GUARANTEE

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

A60. SUPPLIES

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

A70. PROGRESS REPORTING & MONITORING

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

A80. CANCELLATION OF ORDER

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

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

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

A90. # PRESERVATION AND MAINTENANCE

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

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

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

A100. FREIGHT AND INSURANCE

A101. ~~For Indigenous Bidders~~

~~In cases where the offers are for 'Door Delivery to Purchaser,' transit freight & Insurance charges shall be borne by the Bidder / Supplier / Contractor. In other agreed cases of Ex works / Ex-Transporter's warehouse or Railway godown offers, the Bidder / Supplier / Contractor on dispatch, shall give details of materials with 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/Air) 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 Order Number, Bill of Lading/AWB Number marked as Freight Paid, Insurance policy/document, number of packages, value of consignment, invoice number directly to Purchaser's insurance Company & Purchaser in time. In case of delivery term other than CIF/CIP, the freight & insurance charges will be paid by the purchaser directly to the parties concerned.

A110. TAXES & DUTIES / STATUTORY LEVIES.

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

A112. Stamp Duty (Applicable only for the Work Contracts): It shall be incumbent on the successful tenderer to pay Stamp duty on the contract. As per the provision 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 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
a. Where the amount or value said forth in work contract does not exceed Rs. 10 Lakhs.	Rs. 500.00
c. Where it exceeds rupees 10 Lakhs	Rs. 500.00 +1% of the amount above ten lakhs subject to maximum of Rs. 25 lakhs.

A120. DEMURRAGE

A121. Storage and Demurrage charges will be payable by the Bidder / Supplier / 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 Executive nominated by Purchaser at stages defined in the tender / Purchase Order or as agreed to be defined subsequently in terms of the Purchase Order.

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

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

A140. RECEIPT INSPECTION BY MDL

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

A150. REJECTION OF MATERIALS

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

A160. # TECHNOLOGICAL DEVELOPMENTS / MODIFICATIONS

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

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

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

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

A165. The Sub-contractor / Supplier / Supplier shall continue to support the equipment for a minimum period of 20 years from the date of supply by making available spare parts and assemblies of the equipment supplied. Should the Sub-contractor / Supplier / Supplier decides to discontinue the product, for any reason whatsoever, adequate notice shall be given to the Purchaser / Owner to enable procurement of the requisite lifetime spares.

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

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

A180. # BANK GUARANTEE / INSURANCE COVER FOR FREE ISSUE MATERIAL

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

A190 BIDDER'S RESPONSE IN CASE OF NO PARTICIPATION

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

A200. # FACILITY PROVISION (Applicable only for Services)

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

A210. INDIGENIZATION BANK GUARANTEE (INDBG)

~~A211. The successful bidder shall submit a INDBG @ 1% of the value of the Order (excluding taxes & duties) in the form of Demand Draft / SWIFT/ Bank Guarantee in the prescribed format in favour of Purchaser within 25 days from date of Order / Contract. Delay in submission of INDBG will entail interest rate & will be deducted as per the prevailing rate declared by HOD(F)'s Circular (for foreign supplier it will be EUROBOR/LIBOR plus 2% & for Indian suppliers, it will be SLR plus 2%). The INDBG shall be valid upto Guarantee Period plus 4 weeks. The INDBG will be returned only after the successful completion of Indigenization & guarantee period of equipment. Refund of INDBG whenever considered admissible by the Purchaser, shall be without interest only.~~

~~A212. In case Price Preference is considered, the INDBG shall be for the value equivalent to the difference between quoted value of L1 & negotiated value of L2 (excluding taxes & duties).~~

A220 FORFEITURE OF INDIGENIZATION BANK GUARANTEE (INDBG)

~~A221. Non performance of agreed terms and or default/breach by Bidder/Supplier/Contractor will result in forfeiture of INDBG with application of risk purchase provisions as felt appropriate by the Purchaser.~~

A230 PREFERENCETIAL PURCHASE FROM MSE MANUFACTURERS & START-UPS:

~~A 231. MDL has right to place order on MSE Manufacturers firm meeting following criteria: In tenders, if participating MSEs quoted prices are within price band of L1+15%, such MSEs shall also be allowed to supply a portion up to 25% of requirement by bringing down their prices to L1 price where L1 is non MSEs. If more than 1 MSEs fall under such criteria then this 25% shall be distributed proportionally. This preference shall not be applicable where MSE firm is L1 firm. % out of 25 percent target of annual procurement from Micro and Small Enterprises, a sub target of 25 percent (i.e 5 percent out of 20 percent) shall be earmarked for procurement from Micro and Small Enterprises owned by the Scheduled Caste or the Scheduled Tribe Entrepreneurs. In respect of items reserved for MSE Manufacturers, extant guidelines shall be followed. MSEs involved in trading activity are not eligible to avail benefits of PPP for MSEs.~~

~~A232. MDL has right to place order on Start-ups meeting following criteria:
20% of the of the tendered quantity can be ordered on techno-commercially qualified Start-ups in
case emerged L1 bidder is other than Start-up and Start-up firm agrees to match L1 prices. In case
if Start-up firm emerges as L1, an initial order for 20% shall be released to monitor performance &
subsequently upon successful execution order for balance 80% quantity shall be placed.~~

DEVIATION SHEET FORMAT
(Bidders to fill, sign & stamp this form in their bid)

To,
 GM (C-EY)

MAZAGON DOCK SHIPBUILDERS LIMITED
COMMERCIAL DEPARTMENT-EAST YARD.

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

COMPANY'S NAME & ADDRESS:

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

FORM OF WARRANTY CERTIFICATE

In accordance with the Order N°..... Dated placed by MAZAGON DOCK SHIPBUILDERS LIMITED on _____ (Name of firm) _____ (Name of firm) certify that the following Items identified by the following references related to Submarine No:
 Description of Item(s).....
 Manufacturer's Serial Number (OR any other such ID No) of the Equipment / Item.....
 Delivery Challan No. / ~~Bill of Lading No & Date~~ / Air Way Bill No & Date
 Covered by _____ (Name of firm) Invoice No & Date..... are warranted according to the terms and conditions as specified in the order.

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

For and on behalf of

Order reference Number	
Description of Material	
Corresponding to Invoice No & Date	

FORM OF CERTIFICATE OF CONFORMITY

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

1. We herewith certify that corresponding to the Item description..... related to Submarine No.....are in conformity with the requirements of above mentioned PO No. Dtd.....

Item no as per PO	Item Description as per PO	Measurement Unit	Quantity as per PO	Quantity accepted

2. We further certify that:-

- a. Each of the items supplied has been identified by permanent marks (such as Manufacturer Name, Model No. and Sr. No. of Item / Material No. (SAP No) of MDL as per PO) with appropriate method such as engraving / non erasable ink/punching where permissible.
- b. Each of the items supplied is as per the specified make and model described in the tender.
- c. Technical file contains all the certificates, reports/results, User Manual and other listed documents in FULL CO-RELATION with EACH OF THE ITEMS SUPPLIED. In other words the Technical file is complete for all items supplied and each of the documents, certificates, reports in Technical file contains identification number corresponding to each item supplied.

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

For And On Behalf Of

Supplier’s / Manufacturer’s Name
In Charge Of Quality
Seal Signature & Date

REQUIREMENT MATRIX

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

Item Sr.	Description	Qty	Unit	Technical Data Sheet	Special storage & handling provision	Preservation needs	Hazardous	Shelf Life
0010				Yes/No	Yes/No	Yes/No	Yes/No	Yes/No
0020				Yes/No	Yes/No	Yes/No	Yes/No	Yes/No
0030				Yes/No	Yes/No	Yes/No	Yes/No	Yes/No
So on				Yes/No	Yes/No	Yes/No	Yes/No	Yes/No
...								

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

COMPANY’S NAME & ADDRESS:

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

RTGS/NEFT- MANDATE AUTHORIZATION FORM
(For Indian Bidders only)
(Foreign Bidders to submit their Bank Details separately)

1. BIDDER'S NAME:
2. PAN NO :
3. VENDOR ADDRESS :
4. VENDORS TELEPHONE :
5. EMAIL ADRESS :
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) :
13. GST registration no. :

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 OFFICIAL OF THE BANK

LIST OF DOCUMENTS AND CERTIFICATES THOSE WILL BE PROVIDED ALONG WITH ITEM(s):

Item No.	List of Document and certificate

FORMATE OF END USER CERTIFICATE TO BE PROVIDED BY BIDDER

FORMAT FOR SHELF LIFE CERTIFICATE OF ITEM

Sr. No	Material No.	Item Description	Batch No	Qty Supplied	Date of Manufacture	Date of Delivery	Shelf Life
010							

For and on behalf of

(Supplier/OEM's name)

In- charge of QUALITY

Sign, Seal, signature & date

Non-Disclosure Agreement

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
Address:
Phone No.:
Fax:
E-mail:
To _____
Address
Phone No.:
Fax No. :
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

MDL _____

In the presence of

Note: The above Agreement is to be drawn up by the contractor on non-judicial stamped paper of value Rs.500/-, if executed in Maharashtra. However, for other places stamp duty is to be levied as per Stamp Act of respective States. The value of stamp paper to be confirmed from Legal Department, MDL.

* - A: Pre-submission of Bid
**- AA: Post Entering of Contract

PROFORMA BANK GUARANTEE FOR PERFORMANCE

(ILLUSTRATIVE FORMAT)

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

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

2. We, Bank further agree that the Purchaser shall be sole judge whether the said Contractor/Supplier has failed to perform or fulfill the said order in terms thereof or committed breach of any terms and conditions of the order and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Purchaser on account thereof and we waive in the favour of the Purchaser all the rights and defences to which we as guarantors may be entitled to.

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

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

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

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

NOTE:

MDL Bank SWIFT A/c.No.is SBININBB101 for submission of BG through SWIFT.

PROFORMA BANK GUARANTEE FOR SECURITY DEPOSIT

(ILLUSTRATIVE FORMAT)

(On Non-Judicial stamp paper of value Rs. 500/-. However, the value of stamp paper to be confirmed from Legal Department, MDL.)

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Purchaser" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers

..... a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at(hereinafter called " the Contractor/ Supplier" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for the supply , delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order and the Purchaser having agreed with the Contractor/Supplier to accept a Bank Guarantee in lieu of Security Deposit payable under the said order for the fulfilment and performance of the said order, We, Bank having office at (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) being **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 a such variation or extension being granted to the Contractor/ Supplier or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the Contractor/Supplier or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.

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

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

7. Notwithstanding anything contained herein above:

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

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")

NOTE:-

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

PROFORMA BANK GUARANTEE FOR FREE ISSUE MATERIAL

(ILLUSTRATIVE FORMAT)

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

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Company" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at(hereinafter called "the Contractor/ Supplier" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order no.....dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") which, inter alia, provides for the issuance of materials such as MS/AL Sheets, Steel, Component etc free of cost to the Contractor/ Supplier for Galvanising, heat treatment, Fabrication, Fitment etc. on returnable basis subject to furnishing a Bank Guarantee equivalent to the value of materials supplied by the Contractor / Supplier to the Company, We, Bank having office at (hereinafter referred to as "the Bank" which expression shall 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-fulfillment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.

2. We, Bank further agree that the Purchaser shall be sole judge whether the said Contractor/Supplier has failed to perform or fulfill the said order in terms thereof or omitted breach of any terms and conditions of the order and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Company on account thereof and we waive in the favour of the Purchaser all the rights and defences to which we as guarantors may be entitled to.

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

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

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

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

7. Notwithstanding anything contained herein above:

- i) Our liability under this guarantee shall not exceed 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")

NOTE:-

MDL Bank SWIFT A/c.No.is SBININBB101 for submission of BG through SWIFT.

BIDDER'S CHECK LIST

Bidders are requested to check and fill up the followings before they submit their bids: -

Check List for Bidders (conformity matrix)				
Sr No	Description	Tender Requirement	Supplier	
			Bidder to specify (scratch out which are not required)	Remarks, If any
1	Enclosure-2, Rate sheet format	Filled and submitted by the bidder with the offer	Submitted / Not Submitted	
2	Enclosure-4,TEF acceptance format	Filled and submitted by the bidder with the offer	Submitted / Not Submitted	
3	Enclosure-5, STACs acceptance format	Filled and submitted by the bidder with the offer	Submitted / Not Submitted	
4	Enclosure-6,GT&Cs acceptance format	Filled and submitted by the bidder with the offer	Submitted / Not Submitted	
5	Enclosure-7, Deviation format	Filled and submitted by the bidder with the offer	Submitted / Not Submitted	
6	Enclosure-10, NEFT / RTGS format (Indian Bidders) OR Bank Details (Foreign Bidders)	Filled and submitted by the bidder with the offer	Submitted / Not Submitted	
7	Enclosure-11, List of Documents & Certificates	Filled and submitted by the bidder with the offer	Submitted / Not Submitted	
8a	Enclosure -12, End User Certificate	a. Whether bidder requires End User Certificate (EUC) from MDL	Yes / No	
8b	End User Certificate format	b. If the bidder requires EUC at Sr No '8a' above, whether the format is provided at Encl-12	Yes / No	
9a	License	a. Whether the license is required by bidder for procurement of item	Yes / No	
9b	License	b. If License is required at Sr No '9a' above, whether it is available with bidder	Yes / No	
10	Prequalification Document	Whether submitted as per TEF clause 2A	Yes / No	
11	Enclosure-14, Non Disclosure Agreement (NDA)	Whether copy of NDA submitted	Submitted / Not Submitted	
12	Enclosure-13, Shelf Life	Filled and submitted by the bidder with the offer if applicable	Submitted / Not Submitted	
13	Stamped copies of Enclosure- 18 & 19	Stamped copy of Shipping Instruction & Official Secret Act 1923	Submitted / Not Submitted	
14	Guarantee/warranty for 12 months.	Whether Guarantee/warranty is acceptable as per TEF Clause no 21.	Yes / No	
15	Delivery period/Completion of schedule	Supplier has to mention delivery/completion period for scope of work		

Note: All Enclosures mentioned above to be submitted along with the bid, should strictly be Named, Signed & stamped by the bidder

SAMPLE FORMAT OF SHIPPING INSTRUCTIONS

(ILLUSTRATIVE FORMAT)

1. MODE OF DESPATCH

The goods may be dispatched by air on FOB/CIP nearest Port of Dispatch basis.

SPECIMEN SHIPPING CLAUSE FOR LINER CARGOES

2. F.O.B. / F.A.S. CONTRACTS (IMPORTS)

In case the order is finalized by MDL on F.O.B./ F.A.S basis, the details of freight forwarding agent shall be obtained from the concerned commercial department.

For Air Shipment on CIP air port of dispatch basis following are the details of our Freight Forwarder for Air Shipments:

DHL GLOBAL FORWARDING,
 DIVISION DMA DEFENSE
 Ms. Dantin Gualberete
 Indian desk
 27 rue de la belle borne
 Zone de fret 4
 95700 Roissy CDG
 Tel: +33 (0)149194084

Shipping arrangements has to be made by the Contractor / Suppliers. Date of bill of lading/Airway bill (marked as freight to pay) on FOB/CIP basis shall be considered for the purpose of levy of liquidated damages. The risk and ownership shall be transferred on FOB / CIP Air Port of Dispatch basis.

Following documents must be arranged by the Contractor / Suppliers while making shipment.

- i. Bill of lading / AWB marked as Freight to Pay
- ii. Invoice
- iii. Packing note
- iv. Order copy
- v. Certificate of Country of origin
- vi. Pre- dispatch inspection report by Inspection Agency as per Purchase order / contract.

The Scanned copy of the documents as indicated at para 2 are to be forwarded within one day of receipt of Bill of lading/Airway Bill by supplier by email to MDL.

3. Insurance :

The Purchaser will arrange Insurance. However the details of shipment should be communicated to the underwriters in time. Therefore immediately on shipment, the VENDOR / SUPPLIER should communicate the following particulars by AIR MAIL & FAX, to the PURCHASER and copy to above INSURANCE COMPANY for arranging the Insurance cover.

- Purchaser's Order No.
- Name of Vessel
- Bill of Lading / AWB No. & Date
- No. of Packages
- Brief description of goods
- FOB/CIP value
- Nett freight: - Amount - PRE=PAID / TO PAY

MAZAGON DOCK SHIPBUILDERS LIMITED, EAST YARD - COMMERCIAL DOCKYARD ROAD, MUMBAI – 400 010 (INDIA)	NAME OF THE INSURER: M/S UNITED INDIA INSURANCE CO. LTD. POLICY NO. : OPEN COVER NO.: 1203002117P100745033 CONTACT PERSON: MS. S G CHAVAN / MR. VIJAY SANGTANI
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<p>FAX NO. 00 91 22 2373 8333</p> <p>ATTN: OFFICER IN CHARGE (C-EY) Phone: 00 91 22 23734649</p>	<p>ADDRESS: D.O. XI. (HULL), MAKER BHAVAN NO. 1, 1ST FLOOR, SIR V.T.MARG, NEW MARINE LINES, MUMBAI-400020. TELEPHONE NOS.: 91-022- 22624818 / 22624525/4526 FAX NO. : 91-022-22624579</p> <p>email:sgchavan@uiic.co.in/<a href="mailto:vtsan
gtani@uiic.co.in">vtsan gtani@uiic.co.in</p>
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4. From Black Sea Ports of U.S.S.R.to India

All contracts whether FOB / FOR / C & F / CIF etc.

Transportation of equipment and materials under these contracts shall be done by Soviet and Indian Liner Vessels belonging to the Indo-Soviet Shipping Service on a party basis in accordance with the Soviet-Indian Agreement of the 6th April 1956 as amended up to date on the establishment of a regular shipping service between the Ports of the USSR and India.

5. From Rostock (GDR) to India F.O.B. Contracts

The seller should arrange shipment of stores by vessels belonging to the member lines of the India-Pakistan-Bangladesh Conferences. If the seller finds that the space on the Conference lines vessels is not available in any specific shipment, he should take up with India-Pakistan-Bangladesh Conferences, Conferity House, East Grinstead, Sussex, U.K. for providing shipping space and also inform the shipping Co-ordination Officer, Ministry of Shipping & Transport, New Delhi. (Cable : TRANSHART, NEW DELHI. Telex : VAHAN ND - 2312,2448 and 3104.)

6. PACKING & MARKING

a. The materials must be adequately packed in all respects for normal transport by Sea/Postal/Air dispatch to India, suitably protected against the effects of a tropical salt-laden, atmosphere, in the event of delay at Indian Port, before clearing.

b. Each class of material, and particularly electrical equipment should be packed separately and gross weight of individual cases kept under 4480 lbs. where possible. If more than one case is included in shipment, cases should be numbered 01 and up & the corresponding number should be shown on the packing list, listing contents therein. Gross weight must be shown on each package to avoid penalty of Rs. 500/- by the local customs. All materials should be properly protected against ocean shipment particularly the possibility of rusting, corrosion or breakage.

c. Every case / package must contain a packing note indicating particulars of the contents.

d. All timber used in the packing of the materials is to be free from bark, insects and fungi.

7. The two ends of all packages should be color splashed with a Blue background and a white diagonal line of 1" width. For identification. All cases are to be marked in letters 3" high wherever possible as under: -

MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI

Case No. _____ Order No. _____
Gross weight in Kgs. _____
Nett weight in Kgs _____
Outside dimensions _____
Made in _____

- 8. Special marking instruction should comply with the Indian Merchandise Marks Act.
 - i. Order packing cases to be clearly marked Made in _
 - ii. Containers in packing boxes to be marked Made in _
 - iii. Goods included in containers and packing cases to be marked either by stamping or tie labels with either :-

- a. Made in _____(Country of Origin)
 - b. Name of the manufacturers plus Country of Origin e.g.
SIR WILLIAM ARROL & CO. LIMITED. ENGLAND.
9. All spares and accessories shall be separately crated and labeled as "Spare Parts".
10. All documents should clearly indicate the following details: -
- a. Import License No
 - b. Our Order No.
 - c. Name of carrying vessel
 - d. Bill of Lading/Airway Bill No. & Date
 - e. Markings on packages.

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

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

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

SECTION 3: "PENALTIES FOR SPYING"

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

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

SECTION 4: "COMMUNICATION WITH FOREIGN AGENTS"

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

SECTION 5: "WRONGFUL COMMUNICATION OF INFORMATION"

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

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

Shall be guilty of an offence under this Act.

SECTION 6: "UNAUTHORISED USE OF UNIFORMS"

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

SECTION 7: "INTERFERING WITH OFFICERS OF POLICE"

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

SECTION 8: "DUTY OF GIVING INFORMATION"

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

SECTION 9: "INCITEMENT"

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.

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

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 Annexure "C" 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.

To be included in Liabie for Rejection Clause

Bidders not furnishing declaration / certificate as per Annexure "C" towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), within given period and associated documents.

Annexure “C”

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