

**PART 'A'**  
**TENDER ENQUIRY FORMAT (TEF)**

**INSTRUCTIONS TO THE BIDDERS**

**1. Technical specification & Scope of work:** Refer Tender Document

**2** Offer must be submitted in Envelope securely closed (sealed), super scribing the Tender Number, Due Date & Time and should contain the following;

- 2.1 Bid in Original duly signed.
- 2.2 Acceptance on clauses of Tender Enquiry, GT&C in the Prescribed Formats duly stamped, signed & filled 'Accepted OR Not Accepted' as applicable for each of the clause.
- 2.3 STACS Acceptance in the Prescribed Format duly stamped, signed & filled 'Accepted OR Not Accepted' as applicable for each of the clause.
- 2.4 Deviation Sheet in the prescribed format in case of any deviations from Terms, Conditions & Technical requirements specified in the STACS, Tender Enquiry & GT&C.
- 2.5 Bank details for payment by RTGS/NEFT in the format enclosed.
- 2.6 Copies of valid certificates (if any) of the following :
  - a) MDL Registration, b) NSIC Registration c) ISO accreditation d) MSME Registration & e) Authorised dealership
- 2.7 **Bidders registered with Mazagon Dock Limited** should furnish a copy of valid registration certificate and documents as at 2.8.3.
- 2.8 **Bidders not registered with Mazagon Dock Limited** should submit the following documents along with their offer:
  - 2.8.1 Bidder's company Profile and Shop & Establishment registration certificate.
  - 2.8.2 Audited / Certified Balance Sheet, Profit / Loss account for past 3 years.
  - 2.8.3 The bidders experience and past performance on similar supplies for last 3 years (Order copies & work completion certificates to be appended).
- 2.9 PAN card copy.

**Note: MDL reserves the right to demand for a copy of any of the above or related documents, if so desired by MDL.**

**3. Submission of offer: The offers shall be deposited in Yellow Coloured Tender Box on 2<sup>nd</sup> Floor, Mogul House, South Yard by 14.00 Hrs on / or before the Closing Date and addressed to HOD (Materials).**

- 3.1 In case of Bulky Offers / Bids, which cannot be accommodated in the designated Tender Box, such bids / offers shall be sent by post / courier so as should reach the undersigned well before the due date and time.
- 3.2 The bids may also be sent by Speed Post / Courier Service well in advance so as should reach the department (address as mentioned above) well before the due date and time. Timely submission of the Bids is the responsibility of the bidders and no reasons / excuses in this regard will be entertained by MDL.

**4 Validity Period:** Bids / Offers shall have a validity period of 45 Days from the tender closing date.

**5. Bid Rejection Criteria;**

- 5.1 Following bids shall be categorically rejected;
  - 5.1 The Bids received after tender closing date and time.
- 5.2 Following bid rejection criteria shall also render the bids Liable for Rejection.
  - 5.2.1 Bidder's failure to submit sufficient or complete details within the specified period for evaluation of the bids.
  - 5.2.2 Validity period indicated by bidders is shorter than that specified in the tender enquiry, at the discretion of MDL
  - 5.2.3 Incomplete / misleading / ambiguous bids in the considered opinion of MDL.
  - 5.2.4 Bids with technical requirements and or terms not acceptable to MDL / Customers / External agency nominated as applicable.
  - 5.2.5 Unreasonably longer delivery period quoted by the firm. (Three Weeks beyond the least delivery period quoted among the qualified bidders)
  - 5.2.6 Bidders not submitting pre-qualifying documents & bids not meeting pre-qualifying requirement

**6 Pricing:** Bidders shall quote the prices of all items listed in the tender enquiry as per the enclosed Rate Schedule format for delivery of the items in MDL store. **The prices quoted shall remain firm and fixed during the currency of the order / contract unless agreed otherwise by MDL.**

**7. Modifications to the Bids:** - Bidders desirous of submitting modified bids prior to the closing date & time may do so by sending a modification notice by fax, e-mail etc but followed by a signed confirmation copy of their request so as to reach the undersigned not later than the deadline for submission of bids. However it shall be the responsibility of the bidder to ensure that the covers containing modified bids are clearly

marked as “**Modified / Revised Bid**” and deposited in the designated tender box before the tender closing date & time.

## 8 Taxes & Duties:-

Item wise rate quoted in the rate sheet (upload with this tender) should exclude taxes, duties. Bidder/s should indicate Taxes, Duties as applicable separately under each head mentioned below, which will be paid extra based on invoice to extent applicable.

- a. The rate sheet to be enclosed with the tender will indicate the rates under each tax head wherever applicable viz.
  - Excise Duty along with applicable cess.
  - Central Sales Tax. (CST)
  - Value Added Tax. (VAT)
  - Octroi, if included.
  - Any other Taxes/Duties/Levies.
- b. Only those bidders who indicate the taxes and duties separately as above shall be entitled for consideration of change in the corresponding rates in case of variation in the statutory levies.
- c. Wherever all inclusive prices are quoted by the bidders without bifurcation of tax, elements, no escalation can be considered in respect of any variations in statutory levies arising subsequently because of the absence of the required base figures in the purchase order / contract.
- d. Successful Bidder/s will not be entitled to any increase in rate of taxes occurring during the period of extended delivery schedule if there is delay in supply / completion attributed to him. However, if there is a decrease in taxes, the same must be passed on to MDL.
- e. The following certificates will be given by us for Purchase of these items against this tender.
  - Issue of “C” Form w.r.t. Sales Tax.

**9 Loading Criteria:** Deviations sought by the bidder in respect of following 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 at Illustrative Enclosure. 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 is detailed below:

- a) **Payment Terms:** It is desirable that the bidder accepts the Payment Terms indicated in clause 16 below. Varied payment terms quoted by bidders as compared to the terms stated in the Tender document shall be normalized by adopting the Prime Lending Rate (prevailing at the time of opening of bid) of State Bank of India plus 2% thereon on the amount(s) at variation and / or for the period (in no. of days) at variation.
- b) **Delivery** of the goods at MDL premises should be the responsibility of the supplier. However, for unavoidable reasons, if bids are exclusive of transport and/or insurance, the same will be loaded at the cost to be incurred by MDL.
- c) **For the additional delivery** period sought by the bidder over the stipulated date of delivery as per Tender, 0.50% per completed week will be loaded to the quoted price.
- d) **Deviations sought in respect of Liquidated Damages (L D):** Deviations sought in respect of rate per week and / or maximum ceiling in respect of liquidated damages shall be loaded to the quoted price. For e.g. The maximum ceiling towards liquidated damages speculated in the tender is 5% and the bidder seeks to limit it to, say 3.50% then the price quoted will be loaded by 1.50%. If the rate of L.D per week is 0.5% 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 L D as per tender will first be equated to weeks (10 weeks in this case) and the rate proposed by the bidder ie 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.**
- e) Deviations in respect of the period of Warranty 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.

**10. Ranking bids and Determination of L-1 Bidder:** Ranking of Price bids shall be done on the basis of “all inclusive of taxes, duties and levies (**Item-wise**). If any variation in Statutory levies, the break-up in respect of taxes, duties is clearly and separately furnished in bid and MDL is satisfied that the rates of taxes, duties and levies indicated therein are in line with Tax Law so that escalation due to variations in taxes, duties and levies can be justifiably considered to the extent legitimately allowable on base amount (s) indicated in bid. Therefore, bidder is requested to show the break-up regarding taxes, duties and levies as applicable in the bid.

**11. Delivery Period:** Within 3 weeks from the date of Purchase Order to MDL Store (FOR).

**12. Consignee:** The Successful bidder/s shall arrange dispatch of goods by appropriate Rail / Road / Sea / Air transport mode as per the order to ‘GOODS RECEIVING SECTION and further to designated store/ user dept. on working days (Monday to Friday) between 8.00 hrs to 15.00 hrs (Lunch Time 11.30 to 12.00 hrs) .In case truck/tempo reaches our yard beyond above time the same may be retained over night at your risk & cost. An advance copy of invoices along with other relevant documents shall be forwarded to the purchaser sufficiently in advance to avoid demurrage. In case of door delivery orders, the supplier shall categorically direct the transporter to deliver the ordered items without insisting for consignee copy of the Lorry Receipt.

**13. Supply on MDL Holidays:** Request for permission for delivery on Saturday / Sunday / holidays if required, should be submitted 3 working days prior to the date of holiday, to Personnel department and Security through concerned Dept.

**14. Receipt Inspection by MDL:** MDL Inspection Cell / User Dept. will carry out necessary inspection of the items on receipt in the MDL Yard, on the basis of an appropriate quality assurance system and Inspection system requirements of MDL & the Inspection documents submitted by suppliers. Any objection raised by MDL inspection team against quality of material or workmanship shall be satisfactorily corrected by the supplier at his expenses including replacement as may be required immediately by acceptable quality. Items damaged during transit shall also be rectified or replaced by the supplier immediately by acceptable quality.

**15. Guarantee:** The supplied items shall be guaranteed for 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier.

**16. Liquidated Damages:** 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 Successful bidder shall pay liquidated damages, a sum representing 0.5% (Half per cent) per week or part thereof, subject to maximum of 5% of the order value. The liquidated damage is applicable on the value of the undelivered portion of goods as on delivery date mentioned in the purchase order.

**17. Terms of Payment:** - Payment for the value of supplies, as reduced by any deductibles and/or the amount leviable towards liquidated damages, if any and after including taxes, duties, octroi, service tax etc. as may be payable through NEFT/RTGS within 25-30 days after receipt & acceptance of the items as per the ordered terms and against submission of documents in Triplicate including Delivery challan(s), Test reports / Certificates, Packing Lists, Invoice & other Technical documentation in requisite sets as relevant.

**Note:** Bidders shall furnish all the necessary details like name of the bank / branch, branch code No, bank account No in their bid as per the NEFT/RTGS format provided with the tender enquiry.

**Important Note:** Invoices should be submitted immediately within two to three MDL working days (preferably the invoices should accompany supply) to "Receipt Section" adjacent to the ARS Punching Section, South Yard after execution of the orders/expiry of contract. Thereafter any discrepancies/pending claims regarding payment or any other matter related to this order/contract should be brought to MDL's notice in writing within 30 days of otherwise final payment by MDL, beyond which no claims whatsoever will be entertained.

**18.** Bidder shall abide by all Standard Terms and Conditions of Supply (STACS), GT&C and Acceptance formats as per Enclosures contained therein which should be properly filled, signed and returned by the bidder along with bid.

**In the event, we do not receive acceptance formats duly filled for Tender enquiry Format (TEF), Standard Terms and Conditions of Supply (STACS) and General Terms & Conditions (GT&C), it shall be presumed that all our terms and conditions under Tender Formats are acceptable to you.**

**19. Public Grievance Cell:** A Public Grievance Cell headed by General Manager (F-CA) 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 6<sup>th</sup> Floor, Mazdock House or send their complaints / grievances to him in writing for redressal. His telephone No is 022 2376 2121

**20.** MDL reserves the right to consider placement of Order / Contract in part or in full against the tendered quantity.

**21.** In case of any clarifications, bidders are requested to contact the undersigned, before the closing date of the tender.

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

Yours faithfully,  
For **MAZAGON DOCK LIMITED,**

**(Sagar U Shende)**  
**DM (C-MP)**

Enclosure 1: Tender Enquiry Terms Acceptance Format

Enclosure 2: General Terms & Conditions GT&C) with acceptance format \*

Enclosure 3: Standard Terms & Conditions (STACS) with acceptance format \*

Enclosure 4: Loading Factor Format

Enclosure 5: Rate Schedule Format

Enclosure 6: RGTS/NEFT Format \*

**Note:** \* These documents to be down loaded from our Website. ([www.mazagondock.gov.in](http://www.mazagondock.gov.in) > Tenders > Ship Building > Material Purchase)

**TEF ACCEPTANCE FORMAT**

To,  
MAZAGON DOCK LIMITED  
PURCHASE DEPARTMENT.

TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK
1		8		15	
2		9		16	
3		10		17	
4		11		18	
5		12		19	
6		13		20	
7		14			

COMPANY'S NAME & ADDRESS :

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

SIGNATURE :

DATE :

NAME :

DESIGNATION :

BIDDER'S COMPANY SEAL:

NOTES :

- Bidders should carefully read the Terms & Conditions of the Tender Enquiry Form (TEF) prior to filling up this acceptance format..
- This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
- Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
- Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
- Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example Clause no. 3 means – Clause nos. 3, 3.1, 3.2 a), b), I), ii) & iii).

## **GENERAL TERMS & CONDITIONS (GT&C)**

### **A-1.(A-10) ACCEPTANCE OF ORDER / CONTRACT**

A-1.1. With the acceptance of the successful bidder's offer by the purchaser, which is as per the Terms & Conditions of the tender, by means of LOI/Order/Contract, the tender is concluded. The Vendor / Sub-contractor / Supplier shall, on receipt of the order/LOI/Contract, communicate their unconditional acceptance to the purchaser in the prescribed format immediately within 10 days.

A 1.2. If nothing to the contrary is heard by purchaser within 10 days from the date of placement of order, it will be understood that the order has been accepted by the Bidder/Vendor/Contractor.

A 1.3. Any delay in acknowledging the receipt & acceptance of the Purchase Order/Contract/LOI from the specified time limit or any qualification or modification of the purchase order/LOI/Contract in its acknowledgement acceptance by the Vendor / Sub-contractor /Supplier shall be termed as breach and would be liable for forfeiture of EMD, Bid Bond, Security deposits etc.

### **A-2 (A-20) SECURITY DEPOSIT.**

A 2.1. The successful bidder shall submit a Security Deposit @ 5% of the value of the Order in the form of Demand Draft / Bank Guarantee in the prescribed format in favour of Purchaser within 15 days from date of LOI / Order / 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.

### **A-3 (A 30) FORFEITURE OF EMD / BID BOND.**

A 3 1. 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.

### **A-4 (A 40) FORFEITURE OF SECURITY DEPOSIT.**

A 4 1. Non-performance of agreed terms and or default/breach by Bidder/Vendor/Contractor will result in forfeiture of security deposit with application of risk purchase provisions as felt appropriate by the Purchaser.

### **A-5 (A 60). SUPPLIES**

A-6.1. 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.

### **A-6 (A 80). CANCELLATION OF ORDER**

A-6.1.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/Vendor/Contractor to comply with the delivery schedule is inevitable. In such an event the Bidder/Vendor/Contractor shall repay all the advances together with interest at prevailing bank rates from the date of receipt of such advances till date of repayment. The title of any property delivered to Purchaser will be reverted to the **Bidder/Vendor/Contractor** at his cost.

A-6.2. In case of breach / non-compliance of any of the agreed terms & conditions of order / contract. MDL reserves the right to recover consequential damages from the vendor / contractor on account of such premature termination of contract.

A-6.3. 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 you.

### **A-7 (A 90). # PRESERVATION AND MAINTENANCE (For Equipments, Machinery)**

A-7.1. Should any material require any preservation till its final installation/fitment, the detailed procedure (Long term & short term) for the same as also the time of interval after which the state of preservation needs to be reviewed is to be stated by the Bidder/Vendor/Contractor.

A-7.2. Further the de-preservation prior to the material/equipment being commissioned and the maintenance procedure together with its periodicity is also to be indicated by the Bidder / Vendor / Contractor.

A-7.3. The Bidder / Vendor / Contractor in their offer must confirm that indigenous oil; lubricants and preservatives, etc. can be used in the equipment. The bidder must also give assurance that the equipment performance will not be downgraded by use of indigenous equivalents

#### **A-8 (A 100). FREIGHT & INSURANCE.**

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

#### **A102. For Foreign Bidders.**

For overseas supplies on FOB port of dispatch basis, Transit Insurance shall be arranged by the Purchaser. The Bidder / Supplier / Contractor shall immediately on despatch of the items, inform all relevant details of despatch such as Order number, Bill of Lading/AWB number, number of packages, value of consignment, invoice number in time directly to Purchaser's Insurance Company & Purchaser on the contact details as provided in the order. In such agreed cases, the freight & insurance charges will be paid by the purchaser directly to the parties concerned.

#### **A-9 (A-110). TAXES & DUTIES / STATUTORY LEVIES.**

A-9.1. Taxes and duties applicable, if any, shall be regularized by MDL by issuing necessary exemption certificates or reimbursed at actuals. Bidder shall indicate the taxes and duties applicable in their offer. Taxes in cases where exemption certificates cannot be availed, shall be deducted wherever applicable (e. g. Income tax, Service Tax, Works Contract Tax etc) from the bills of the vendor as per statutes. Octroi duty exemption certificate issued by Customer's representative will be provided on vendor'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 actuals after receipt of vendor's bills alongwith '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 Where payment of VAT, Sales Tax, Excise Duty is agreed to and stipulated in the Purchase Order / Contract, the same will be reimbursed by the Purchaser at actuals after receipt of vendor's bills alongwith proof or declaration to the satisfaction of purchaser for payment of such taxes by the vendor to appropriate Tax authorities.

A-9.2 Bidders to note that there are no provisions in the notification issued by Ministry of Finance for issuing the Custom Duty exemption Certificates & Excise Duty Exemption Certificates in favour of sub-vendors / collaborators and for increase in the figure of import content value specified in the purchase order

#### **A-10 (A-120) DEMURRAGE**

A-10.1. Storage and Demurrage charges will be payable by the Bidder / Vendor / Contractor for all shipments that reach purchaser without proper uthoriz 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.

#### **A-11 (A 130). INSPECTION, TESTING.**

A-11.1. The ordered items will be inspected either by Classification Society / Nominated Agency and or by Inspection Officer nominated by Purchaser at stages defined in the tender / Purchase Order or as agreed to be defined subsequently in terms of the Purchase Order.

A-11 .2 The decision of the Inspecting Authority or their representatives, as the case may be, on any question of the intent, meaning and the scope of Specifications / Standards shall be final, conclusive and binding on the Bidder/ Vendor / Contractor.

A-11 .3 The Bidder / Vendor / Contractor shall accord all facilities to Purchaser's Inspectors / Nominated Agency to carry out Inspection / Testing during course of manufacture / final testing.

**A-12 (A 140) RECEIPT INSPECTION BY MDL.**

A-12.1. 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.

**A-13 (A 150) REJECTION OF MATERIALS.**

A-13.1. Should the articles, or any portion thereof of the equipment be found defective / rejected, the Bidder / Vendor / 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 / Vendor / 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.

**A-14 (A 160) TECHNOLOGICAL DEVELOPMENTS / MODIFICATIONS:**

A 161 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.

A 162 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.

A 163 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.

A 164 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.

A 165 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.

**A-15 (A 170) PURCHASER'S RIGHT TO ACCEPT ANY BID, PART OF BID AND TO REJECT ANY OR ALL BIDS.**

A-14.1 The Purchaser reserves the right to accept and or reject any or all tenders and or to withdraw the tender in toto and or award the contract / order in full or part to more than one vendor / contractor without assigning any reason whatsoever and without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for MDL action.

**A-16 (A 190) BIDDER'S RESPONSE IN CASE OF NO PARTICIPATION**

A-15.1 The Sub-contractor / Supplier / Vendor shall inform the Purchaser in advance in case he is unable to participate in the tender for whatsoever reason. Failure to comply with this will be viewed seriously and consecutive three failures on the part of Sub-contractor / Supplier / Vendor to do so is liable for disqualification / debarring of the Sub-contractor / Supplier / Vendor from all future tender enquiries and or delisting from the list of 'Approved Registered Vendors.

**ACCEPTANCE FORM FOR GENERAL TERMS AND CONDITIONS**

To,  
MAZAGON DOCK LIMITED  
PURCHASE DEPARTMENT

GT&C CLAUSE No.	BIDDER'S REMARK	GT&C CLAUSE No.	BIDDER'S REMARK	GT&C CLAUSE No.	BIDDER'S REMARK
A1		A7		A13	
A2		A8		A14	
A3		A9		A15	
A4		A10		A16	
A5		A11			
A6		A12			

COMPANY'S NAME & ADDRESS :

SIGNATURE :

DATE :

NAME :

DESIGNATION:

BIDDER'S COMPANY SEAL:

NOTES :

1. Bidders should carefully read the General Terms & Conditions (GT&C) of the Tender Enquiry prior to filling up this acceptance format..
2. This format should be properly filled, signed and returned by the bidder(s) alongwith their technical offer for considering their Bid.
3. Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
4. Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
5. Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example Clause no. A-3 (A 30) means – Clause nos. A-1, A-2, A-3



## **STANDARD TERMS AND CONDITIONS (STACS)**

**B-1.1 (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.

**B-1.2 (102)** The word '**Bidder/Vendor/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.

**B-1.3 (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/Vendor/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.

### **B-2 (110) GENERAL**

B-2.1 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.

### **B-3 (200) COMMUNICATION & LANGUAGE FOR DOCUMENTATION**

B-3.1 Any letter, facsimile message, e-mail intimation or notice sent to the Bidder/Vendor/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.

### **B-4 (210) PURCHASER'S PROPERTY.**

B-4.1 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/Vendor/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.

### **B-5 (220) RISK PURCHASE**

B-5.1 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.

B-5.2 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 / Vendor / Contractor.

### **B-6 (230) RECOVERY-ADJUSTMENT PROVISIONS:**

B-6.1 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 / Vendor / Contractor the same shall be deducted from any sum then due or thereafter may become due to the Bidder / Vendor / Contractor under the contract or any other contract with the Purchaser.

### **B-7 (250). INDEMNIFICATION**

B-7.1. The Bidder / Vendor / Contractor, his employees, licencees, agents or Sub-Vendor / Sub-contractor, while on site of the Purchaser for the purpose of this contract, indemnifies the Purchaser against direct damage and or injury to the property and or the person of the Purchaser or that of Purchaser's employees,

agents, Sub-Contractors / Suppliers occurring and to the extent caused by the negligence of the Bidder / Vendor / Contractor, his employees, licencees, 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.

#### **B-8 (260.) TRANSFER OF VENDORS / CONTRACTOR'S RIGHTS:**

B-8.1 The Bidder / Vendor / 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.

#### **B-9 (270). SUBCONTRACT & RIGHT OF PURCHASER**

B-9.1 The Bidder / Vendor / 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 / Vendor / 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.

#### **B-10 (280). PATENT RIGHTS.**

B-10.1 The Bidder / Vendor / 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.

#### **B-11 (290). AGENTS / AGENCY COMMISSION:**

B-11.1. The Bidder / Vendor / Contractor confirms and declare to the Purchaser his status as either the original manufacturer of equipment or as the stockist / supplier of the equipment / machinery / items referred to in this contract and that he has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Purchaser or any of its functionaries, whether officially or unofficially, to the award of the contract to the Contractor / Supplier 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 Bidder / Vendor / Contractor shall agree that if it is established at any time to the satisfaction of the Purchaser that the present declaration is in any way incorrect or if at a later stage it is discovered by the Purchaser that the Bidder / Vendor / Contractor 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, the Contractor / Supplier shall be liable to refund that amount to the Purchaser. The Bidder / Vendor / Contractor will also be debarred from entering into any supply contract with the Purchaser for a minimum period of five years. The Purchaser will also have a right to consider cancellation of the contract either wholly or in part, without any entitlement or compensation to the Bidder / Vendor / Contractor who shall in such event be liable to refund all payments made by the Purchaser, along with interest at the rate of 2% per annum above the LIBOR (London Inter bank Offer Rate). The Purchaser will also have the right to recover any such amount from any contracts concluded earlier with the Purchaser.

#### **B-12 (300). USE OF UNDUE INFLUENCE / CORRUPT PRACTICES:**

B-12.1. The Bidder / Vendor / 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 / Vendor / Contractor or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder / Vendor / Contractor) or the commission of any offence by the Bidder / Vendor / Contractor or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1960 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall entitle the Purchaser to cancel the contract and all or any other contracts with the Contractor / Supplier and recover from the Bidder / Vendor / Contractor the amount of any loss arising from such cancellation. A decision of the Purchaser or his nominee to the effect that a breach of the undertaking has been committed shall be final and binding on the Bidder / Vendor / Contractor.

B-12.2. The Bidder / Vendor / 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 foreborne to do any act in relation to the obtaining or execution of the contract/s. Any breach of the aforesaid condition by the Bidder / Vendor / Contractor or any one employed by them or acting on their

behalf (whether with or without the knowledge of the Bidder / Vendor / Contractor) or the commission of any offence by the Bidder / Vendor / 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 / Vendor / 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.

B-12.3. In case, it is found to the satisfaction of the Purchaser that the Bidder / Vendor / 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 / Vendor / Contractor, on a specific request of the Purchaser shall provide necessary information / inspection of the relevant financial document / information.

#### **B-13(330) BANNED OR DE-LISTED CONTRACTORS / VENDORS.**

B-13.1 The Bidder / Vendor / Contractor declares that they being Proprietors / Directors / Partners have not been any time individually or collectively blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs. If a bidder's entities as stated above have been blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualifying him.

#### **B-14 (340) DUTY OF PERSONNEL OF SUPPLIER/VENDOR**

**B-14.1 MDL being a Defence Organization, Bidder / Vendor / 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.**

#### **B-15 (350) ARBITRATION**

B-15.1 Any dispute / differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations. Unresolved disputes/ differences, if any, shall be settled by Arbitration and the arbitration proceedings shall be conducted at Mumbai (India) in English language, under the Indian Arbitration and Conciliation Act, 1996.

B-15.2 In case of unresolved difference / dispute between Purchaser and Supplier, being a Public Sector Enterprise, shall be referred by either party to the Department of Public Enterprises, as per extant guidelines

#### **B-16 (360) JURISDICTION OF COURTS**

B-16.1. All contracts shall be deemed to have been wholly made in Mumbai and all claims thereunder are payable in Mumbai City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be instituted in any Court other than that situated in Mumbai City, Maharashtra State, India i.e. courts in Mumbai shall alone have jurisdiction to decide upon any dispute arising out of or in respect of the contract.

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**STACS ACCEPTANCE FORMAT**

**To,  
MAZAGON DOCK LIMITED  
PURCHASE DEPARTMENT.**

STACS CLAUSE No.	BIDDER'S REMARK	STACS CLAUSE No.	BIDDER'S REMARK	STACS CLAUSE No.	BIDDER'S REMARK
B1		B7		B13	
B2		B8		B14	
B3		B9		B15	
B4		B10		B16	
B5		B11			
B6		B12			

COMPANY'S NAME & ADDRESS :

SIGNATURE :

DATE :

NAME :

DESIGNATION:

BIDDER'S COMPANY SEAL:

**NOTES :**

1. Bidder(s) should carefully read the Standard Terms & Conditions (STACS) included in the tender prior to filling up this acceptance format.
2. This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
3. Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
4. Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
5. STACS clause numbers shown in the above format also includes the sub-clauses under these clauses. For example B-5 means – clause nos. B-5.1, B-5.2.

**LOADING FACTORS****A**

<b>Sr. No.</b>	<b>Description</b>	
1	Basic price Quoted	a) Ex Works b) Delivered to MDL Stores
2	Add: insurance charges	In case of 1(a)
3	Add: Inland Road Transport	In case of 1(a)
4	Cost excluding taxes & duties without loading towards any deviations	Sr.Nos.(1+2+3)

**B Loading due to variations in financial Term**

5	Variation in payment Terms	
6	Cost excluding Taxes & duties after loading for variations in financial terms	Sr.Nos.4 + 5

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

7	Additional delivery period sought over stipulated period as per Tender	
8	Liquidated damages per week rate / maximum ceiling	
9	Warranty / Guarantee	
10	Cost excluding Taxes & duties after loading for variations on account of financial & Commercial Terms	Sr.Nos. 6+7+8+9

**D Landed Cost:**

11	Taxes & Duties	
12	Landed cost	Sr.Nos. 10+11

**RATE SCHEDULE FORMAT**

<b>Sr No</b>	<b>Description</b>	<b>Unit</b>	<b>Basic Rate / Unit. (Incl. of Packing)</b>	<b>Excise Duty (Inclusive of Educational Cess (%))</b>	<b>VAT /CST against for Form C (%)</b>	<b>Delivery Charges per Unit (%)</b>
100						
200						
300						
400						
500						
600						
700						
800						
900						
1000						
1100						
1200						
1300						
<b>A</b>	<b>Octroi Charges (%)</b>					

**Note:**

1 The incidences against each head mentioned shall be clearly specified and not to be included in the basic rates. If, however, there is no charge against any head, the vendor may state 'NIL' against such row.

2 Rate schedule format blanking the Rates and indicating percentage of E D, VAT/CST as applicable & so indicated under Description column must be submitted along with Bid.

3 In case of any discrepancy in unit price and total price (Multiplication error), UNIT PRICE shall prevail.

4 In case of any discrepancy in numeric value and value in words, VALUE IN WORDS shall prevail.

5 The Rate Schedule Format should be quoted on your letter head duly authenticated with signature of authorized person.

