

(TENDER ENQUIRY FORM (TEF))

Single Bid Web Tender

Mazagon Dock Limited Dockyard Road, Mumbai-4000010 DEPARTMENT - MATERIAL PURCHASE

Phone: 2376 3247, Fax: 2373 8151 Website:-www.mazagondock.gov.in E-Mail: pkuware@mazagondock.gov.in

TENDER ENQUIRY IN SINGLE BID SYSTEM

TENDER NO.	HOD(M)/PRK/2000005294
TENDER DATE	24.06.2014
TENDER DUE DATE &TIME TENDER OPENING DATE & TIME	16.07.2014 AT 1400 HRS

Dear Sirs/Madam,

Issue of Tender Enquiry Document: The Tender Enquiry can be downloaded from our 'website www.mazagondock.gov.in/Tenders/Shipbuilding/Material Purchase.

Mazagon Dock Limited invites offers in single-bid system from reputed bidders for supply of items as indicated in table below.

Sr No.	Item Description	Unit	Qty
1.	Material Number:- 18635497. Material Description :BEND, SEAMLESS	Each	19
	STEEL, 40 MM NB, SR-90 DEG, ANSI B 16.9.MATERIAL, A234 WPB TO		
	SUIT PIPE SIZE 48.3*2.9 THK, WITH TEST CERTIFICATE.		
2.	Material Number:- 18640012.Material Description :ADAPTORS, MS	Each	33
	GALVD,SCREWED 3/4 INCH IS 1239 `C' CLASS.		
3	Material Number:- 18631222. Material Description :VALVES, SLUICE-	Each	18
	BRASS,SCREW ENDS:25.4mm I.S.778/1964.(BOTH ENDS TO BE		
	SUITABLY BLANKED). VALVES DULY TESTED AND TEST		
	REPORT/TEST CERTIFICATE SHOULD ACCOMPANY ALONGWITH		
	MATERIAL, WITH OK STICKER ON THE VALVES		
4.	Material Number:- 18635676. Material Description :ELBOW, CARBON	Each	20
	STEEL, SEAMLESS, BUTT WELDED TYPE 2 1/2 INCH NB, SCH-40, LR-45		
	DEGREE, ASTM A-234,GR-WPB DIMESION AS PER ANSI B-16.9 WITH		
	TEST CERTIFICATE.		
5.	Material Number:- 18634017. Material Description :SLIP ON FLANGE, 65mm	Each	60
	NB, CARBON STEEL, CONFORMING TO ASTM A105/ASTM A515/A516		
	GRADE 60 OR EQUIV AS PER MDL DRAWING MNO M1-02A. REV.1.		
	Q.A & T.C. REQUIREMENT AS PER MDL DRAWING.		
6.	Material Number: - 18601005. Material Description :PIPE, M.S.HEAVY	Meter	600
	DUTY, NB.1 INCH, IS 1239 (PART-1)1979, LATEST REVISION WITH		
	TEST CERTIFICATE, 'C' CLASS, BOTH ENDS TO BE SUITABLY		
	BLANKED AND SURFACE DULY PRESERVED.	3.5	10.0
7.	Material Number:- 18601029. MATERIAL DESCRIPTION :-PIPE BLACK,	Meter	12.2
	CONTINUOUS WELD, MEDIUM GAUGE NB 6 INCH, OD 165.1,THK 4.85.		
	IS 1239(PART-I)1979,LATEST REVISION WITH TEST CERTIFICATE,		
	BOTH ENDS TO BE SUITABLY BLANK AND SURFACE DULY		
0	PRESERVED.	Makan	240
8.	Material Number:- 18601102.MATERIAL DESCRIPTION :-PIPE GI,NB 20MM,HEAVY QUALITY WITH SOCKET AT ONE END IS 1239(PART-	Meter	340
	I)1990,TABLE 3.LATEST REVISION WITH TEST CERTIFICATE, BOTH ENDS TO BE SUITABLY BLANK AND SURFACE DULY PRESERVED.		
9	Material Number:- 18601003.MATERIAL DESCRIPTION :- PIPE MS	Matan	210.37
9		Meter	210.57
	HEAVY QUALITY NB 1/2 INCH 'C' CLASS IS 1239(PART-I)1979, TABLE 3.LATEST REVISION WITH TEST CERTIFICATE, BOTH ENDS TO BE		
	SUITABLY BLANK AND SURFACE DULY PRESERVED.		
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Note :- Tolerance limit for Sr. No. 6,7, 8 & 9 of above table for pipes in meters= \pm 5%. If material supplied beyond tolerance limit shall be rejected. Payment shall be made for the supplied quantity if the material supplied is within tolerance limit for pipes.

- 2. **Delivery:** Within 6 weeks from the date of placement of Purchase Order.
 - Note :- (i) If bidder quotes delivery period more than MDL's required date, bidder's offer will be loaded at the rate of 0.5% per week while evaluating L1 position..
 - (ii) If the bidders find discrepancies in, tender conditions / drawings, specifications or other documents, or have any doubts as to the meaning or intent or any part thereof, they should inform MDL of the same prior to submission of offer.
- 3. **Validity Period:** Bids / Offers Shall have a validity period of <u>60 Days</u> from the tender closing date. A bid valid for a shorter period will be liable for rejection at the discretion of MDL.

4. Prequalification Documents:-

- (A) Bidders registered with Mazagon Dock Limited should submit Copy of valid registration certificate; along with their bid:
- (B)Bidders not registered with Mazagon Dock Limited should submit following documents along with their bid:
 - i. Valid Factory License in case of manufacturer or Valid Shop and Establishment Registration Certificate/ registration certificate from local body for conducting business for other than manufacturer like traders, distributors etc.
 - ii. The order copies of the similar supplies during last 2 years.

Note: Similar supplies means: Supply of Pipes & Pipe Fittings

- 5. **Submission of offer in Single-Bid System:** Following should be submitted
 - i. Technical Bid
 - ii. Acceptance on clauses of Tender Enquiry (TEF) GT&C, STAC in the Prescribed Formats stating 'Accepted OR Deviation' as applicable for each of the clause.
 - iii. Blank Rate Schedule Format clearly indicating 'QUOTED / UNQUOTED' as applicable against each of the listed item in the prescribed format. Please mention applicable taxes in percentage.
 - iv. Deviation Sheet, in case of any deviations from TEF, GT&C and STACs.
 - v. Additional documents as applicable and described above at para 4.
 - vi. Copy of valid Registration or Approval certificates (if any) as detailed below.
 - a. Registration with MDL
 - b. Registration with NSIC
 - c. ISO Accreditation
 - d. Authorized Dealership/OEM
 - e. Authorization letter from Principal.
 - f. MSME Registration
 - vii. Copy of PAN card shall be submitted.
 - viii. Bank details for payment by RTGS/NEFT in the format enclosed.

The envelope securely closed (Sealed), **Super scribed with Tender No., Due date, time, and addressed To** The HOD (Materials) Second Floor, Mogul House, Mazagon Dock Ltd, Dockyard Road, Mumbai-400010(M.S.). The offer shall be **deposited in Yellow Coloured Tender Box On II Floor Mogul House South Yard By** on or before The Tender Closing Date & time.

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. 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.

6. **Bid Rejection Criteria:**

- 6.1 Following bids shall be categorically rejected:
 - i. Bids received after tender closing date & time.
- 6.2 Following bid rejection criteria may render the bids liable for Rejection at MDL's discretion:

- i. Bidder's failure to submit within the given period sufficient or complete details for evaluation of the bids.
- ii. Validity period indicated by bidders is shorter than the specified in the tender enquiry.
- iii. Bidders offering quote relating to delivery by way of High Seas Sale/Sale In Transit.
- iv. Incomplete / misleading / ambiguous bids in the considered opinion of TNC.
- v. Bids with technical requirements and or terms not acceptable to MDL / Customers / External agency nominated as applicable.
- vi. Bidders offering Price variation clause.
- vii. Bids received without prequalification documents as mentioned at para.5.
- viii Bids with technical requirements and or terms not acceptable to MDL.
- ix Unreasonably longer delivery period quoted by the firm.
- x Bidders not agreeing to furnish Performance Bank Guarantee for Items supplied or not agreeing for retention of equivalent amount by MDL upto the period till completion of contractual & Guarantee / Warranty obligations.
- 7. **Pricing**: **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 store** at Mazagon Dock, Mumbai-10.

The rates offered shall be 'Firm & Fixed' till the execution of the total quantity on the order. No increase shall be permissible on any account after finalisation of the order/till delivery of total quantity on the order.

8. Taxes and Duties:

The rate sheet to be enclosed with the tender will indicate the rates under each tax head wherever applicable viz.

- Excise Duty.
- Education CESS, if included.
- Central Sales Tax. (CST)
- Value Added Tax. (VAT)
- Octroi, if included
- Any other applicable taxes & duties

The following certificates will be issued for the items against this tender:

• Issue of "C" Form w.r.t. Sales Tax.

The item-wise rates quoted in the Rate Sheet should exclude Taxes and Duties. Bidder should indicate Taxes and Duties as applicable separately under each of the head in the same Rate sheet, which will be paid extra based on tax invoice to the extent applicable

Suppliers / bidder 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

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. Only those bidders who indicate the taxes & duties separately shall be entitled for consideration of change in the corresponding rate in case of variation in statutory levies.

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. Among the equal bids, bidders with ISO 9000 series accreditation over non-ISO bidders, firstly Manufacturers then their authorized dealers will be given preference. The loading criteria that will be adopted as detailed below:

i) Payment Terms -It is desirable that the bidder accepts the Payment Terms indicated. Varied payment terms quoted by bidders as compared to the terms stated in the Tender document shall be normalized by adopting the Prime Lending Rate of State Bank of India plus 2% thereon on the amount(s) at variation and/or for the period (in no. of days) at variation.

- ii) Delivery of the goods at MDL premises should be responsibility of the supplier. However, for unavoidable reasons, if bids are exclusive of transport and / or insurance, the same will be loaded at the cost to be incurred by MDL. The freight and insurance amount to be loaded will be intimated to the participant bidders before price bid opening.
- iii) For the additional delivery period sought by the bidder over the stipulated date of delivery as per Tender, 0.50% per completed week will be loaded to the quoted price.
- iv) Deviations sought in respect of rate per week and / or maximum ceiling in respect of liquidated damages—shall be loaded to the quoted price. For example, the maximum ceiling towards liquidated damages stipulated in the Tender is 5% and the bidder seeks to limit it to, say 3.50% then the price quoted will be loaded by 1.5%. If the rate of LD per week is 0.50% per week or part thereof as per tender and the bidder seeks it as, say, 0.40% per week or part thereof, the maximum ceiling on LD as per tender will first be equated to weeks (10 weeks in this case) and the rate proposed by the bidder i.e. 0.40% will be multiplied by the so equated maximum period (which works out to 4%) and the quoted price will be loaded accordingly by 1%. Delivery being the essence of the contract, it is desirable if the bidder(s) adhere to the stipulated clause.
- v) Deviations in respect of the period of Warranty / Guaranty shall be loaded to the quoted price @ 0.25% per month or part thereof.
- 10. **Ranking:** Ranking of price bids shall be done on the basis of "All inclusive of taxes, duties and levies". If any variations in statutory levies, the break in respect of taxes, duties and levies is clearly and separately furnished in the bid and the MDL is satisfied that the rates of taxes, duties & levies indicated therein are in line with the tax law, so that escalation due to variation in the taxes, duties & levies can be justifiably considered to the extent legitimately allowable on the base amount(s) indicated in the bid. Therefore bidder is requested to show the break up regarding taxes, duties & levies as applicable in the bid.

Techno-commercially qualified item wise lowest bidder will be considered for placement of order.

<u>Note:</u> In case of any discrepancy in Unit Price and Total price (Multiplication error), UNIT PRICE shall prevail. In case of any discrepancy in Numeric Value and Value in Words, VALUE IN WORDS shall prevail.

11. **Modifications to the Bids:** Bidders can submit modified bid on or before closing time and date of the tender. Modified bid received after the tender closing time is not acceptable.

12. **Consignee:**

Indigenous Bidders - The Successful bidder/s shall arrange dispatch of goods by appropriate Rail / Road / Sea / Air transport mode as per the order to MDL's Store, Dockyard Road, Mumbai-400010, 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.

<u>Note:</u> 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.

Following document should be submitted along with material:-

- a. Delivery challan(s),
- b. Mill/Manufacturing Test Certificate (MTC) / Govt. lab TC.
- c. Guarantee/Warantee Certificate.

13. Inspection: Receipt Inspection by MDL

MDL inspection 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 Supplier, any objection raised by MDL Quality Control Team against quality of materials or workmanship shall be satisfactorily corrected by the Supplier, 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 Supplier within shortest possible time. All additional cost towards replacement against defective items shall be borne by the supplier. The rejected materials, if any, shall have to be promptly removed by the supplier at his own expenses with time from the time of rejecting the material and intimation to the supplier, will be liable for disposal of the rejected material without notice and also for recovery of ground rent for storage of such material.

- 14. **Terms of Payment: MDL does not pay any Advance Payment for Indigenous FOR Bidders.** 90% 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, etc. may be payable through RTGS / NEFT within 25 30 days of receipt & acceptance of material in MDL, along with Goods Receiving Note against submission of the following Documents:
 - (i) Invoice (original) + 3 ink signed / carbon copy invoices
 - (ii) Order copy and Amendment copies if applicable
 - (iii) Packing List
 - (iv) Delivery Challan
 - (v) Excise Gate Pass as applicable
 - (vi) Guarantee Certificate on Supplier Letter Head
 - (vii) Mill/Manufacturing Test Certificate (MTC) / Govt. lab TC.

And Balance 10% shall be released against submission of 10% Performance Bank Guarantee valid till Guarantee period or after expiry of Guarantee/Warantee Period.

Bidders shall furnish all the necessary details like name of the Bank / Branch, Branch Code No., Bank Account No., MICR No. in their bid as per the RTGS/NEFT format provided with the tender enquiry

Invoices should be submitted immediately within two to three MDL working days (preferably the invoices should accompany supply) 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.

The bills to be addressed to CM (F - ONP), Mazdock House, Mazagon Dock Limited, Dockyard Road, and Mumbai –10 and to be submitted at "Receipt Section" adjacent to ARS Punching Station, South Yard, MDL, Mumbai.

- 15. **Equipment Performance Bank Guarantee**: The Successful bidder/s shall have to submit Performance Bank guarantee from nationalized bank for 10% of total order value, valid till the guarantee period. In the event of non-performance of the item and if you fail to attend the guarantee defects within reasonable period of time, the Performance Bank guarantee will be en cashed. MDL decision shall be final and binding on you in this regard. The Performance Bank guarantee should be valid for additional period of 04 weeks beyond expiry of guarantee period.
- 16. **Liquidated Damages (LD):** 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 final Order / Contract value LD will be applicable on the value of the undelivered portion as on contractual delivery date.

Delivery of the material within the due date but documents submitted beyond the due date shall be treated as late delivery and will attract liquidated damages at the same rate and on the same terms and conditions.

Supplier/Contractor (seller) will also be liable to pay LD for late delivery of manuals, drawings and documentation, TCs.

17. Guarantee / Warranty:

- (i) Goods supplied shall be guaranteed for a period of 12 months from date of receipt and acceptance of items in MDL.
- (ii) The supplier cannot absolve their responsibility for warranty of material even though it is inspected & approved by inspection authorities.

- (iii) If the defects are not remedied within a reasonable / stipulated time, MDL may proceed to rectify the defects at the supplier's risk & cost, but without prejudice to MDL rights under the contract.
- (iv) During guarantee period, the supplier should have to arrange dispatch of new material on CIF basis. On arrival of new material, supplier should have to collect defective material
- 18. MDL reserves the right to consider placement of Order, in part or in full, against the tendered quantity.
- 19. **Risk Purchase & Order Cancellation:** In case of delay beyond 12 weeks from the contractual delivery period, MDL reserves the right to cancel the order and procure the ordered material from any available source at MDL's option and discretion and entirely at your risk and cost. Extra expenditure incurred by MDL in doing so will be recovered from you. MDL also reserves the right to cancel the order at your risk and cost if the progress of work is not considered satisfactory and it is felt that you are not likely to meet the contractual delivery date.
- 20. **Indemnity:** You shall hold harmless and keep MDL indemnified against all claims arising as a result of infringement of any patent rights on account of manufacture, sale or use of articles covered by the order.
- 21. **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.
- 22. Bidder shall abide by all TEF, Standard Terms And Conditions of Supply (STACS), GT&C, and Acceptance formats as per Enclosures contained therein should be properly filled, and submitted by the bidder along with the bid. In the event, we do not receive acceptance formats duly filled for TEF, STACS & GT & C, it shall be presumed that all our tender terms & conditions are acceptable to you. Deviations if any, to Tender conditions, which the bidders intend to seek, should be clearly spelt out in their bid, separately. Acceptance of deviations will be at MDL's discretion. If this sheet is not enclosed, it shall be presumed that your offer is as per our tender conditions and no deviations will be accepted at a later stage (after price bid opening or placement of order).
- 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 6th floor, Mazdock House or send their complaints / grievances to him in writing for redressal. His Tel. No. is 23762121, 23759793.
- In case bidders are unable to submit their offer against this tender, we would appreciate a regret letter citing reasons for not quoting

Yours faithfully, For MAZAGON DOCK LIMITED,

(Pravin Kuware) Manager (C-MP)

ENCLOSURES: Enclosure – 1: Tender enquiry form (TEF) Acceptance Format. Enclosure – 2: General Terms & Conditions (GT&C). Enclosure – 3: General Terms & Conditions (GT&C) Acceptance Format. Enclosure – 4: Standard Terms & Conditions (STACS). Enclosure – 5: Standard Terms & Conditions (STACS) Acceptance Format. Enclosure – 6: Rate Schedule Format. Enclosure – 7: Illustration of Loading Criteria. Enclosure – 8: RTGS/NEFT Format. Enclosure 9: DRAWING MNO M1-02A. REV.1. (For Item Sr. No. 5 of Table of first page of Tender Enquiry. Material Number:- 18634017)

Performance Bank Guarantee Format is available on MDL website - www.mazagondock.gov.in/Tenders/Ship Building/Material Purchase and same is the part of tender enquiry.

TEF ACCEPTANCE FORMAT

To, MAZAGON DOCK LIMITED PURCHASE DEPARTMENT.

TEF	BIDDER'S	TEF	BIDDER'S	TEF	BIDDER'S
CLAUSE No.	REMARK	CLAUSE No.	REMARK	CLAUSE No.	REMARK

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

NOTES:

- 1. Bidders should carefully read the Terms & Conditions of the Tender Enquiry Form (TEF) 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.

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.(Not Applicable)

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 25 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 (Not applicable)

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. (Not Applicable)

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

A-5 (A 50).FORFEITURE OF PERFORMANCE GUARANTEE:

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.

A-6 (A 60).SUPPLIES

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-7 (A 70). PROGRESS REPORTING AND MONITORING: 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.

A-8 (A 80). CANCELLATION OF ORDER

A-8.1 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-8.2** 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-8.3** 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-9 (A 90). PRESERVATION AND MAINTENANCE (For Equipments, Machinery)

- **A-9.1** 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-9.2** 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-9.3** 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-10 (A 100). FREIGHT AND INSURANCE

In cases where the offers are for 'Door Delivery to Purchaser,' transit freight & Insurance charges shall be borne by the Bidder / Vendor / Contractor.

In other agreed cases of Ex-works / Ex-Transporter's warehouse or Railway godown offers, the Bidder / Vendor / 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.

A-11 (A-110). TAXES AND DUTIES / STATUTORY LEVIES.

- A-11.1 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 vendors 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 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 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 along with proof or declaration to the satisfaction of purchaser for payment of such taxes by the vendor to appropriate Tax authorities.
- **A-11.2** 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-12 (A-120) DEMURRAGE

Storage and Demurrage charges will be payable by the Bidder / Vendor / Contractor for all shipments that reach purchaser without proper despatch documentations, Lorry Receipts not accompanied by packing lists, invoices etc. The Supplier shall be responsible for fines due to errors Tender No. HOD(M)/PRK/2000005294 Due on 16.07.2014 at 1400 Hrs.

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or omissions in description, weight or measurements and for increased handling charges due to improper packing.

A-13 (A 130) INSPECTION, TESTING.

- **A-13.1** 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-13 .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-13 .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-14 (A 140) RECEIPT INSPECTION BY MDL. AND WOT

MDL and WOT 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-15 (A 150) REJECTION OF MATERIALS.

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-16 (A 170) PURCHASER'S RIGHT TO ACCEPT ANY BID, PART OF BID AND TO REJECT ANY OR ALL BIDS.

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-17 (A 180) BANK GUARANTEE / INSURANCE COVER FOR FREE ISSUE MATERIAL:

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.

A-18 (A 190) BIDDER'S RESPONSE IN CASE OF NO PARTICIPATION

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

ACCEPTANCE FORM FOR GENERAL TERMS AND CONDITIONS

To,

MAZAGON DOCK LIMITED PURCHASE DEPARTMENT.

GT&C	BIDDER'S	GT&C	BIDDER'S	GT&C	BIDDER'S
CLAUSE No.	REMARK	CLAUSE No.	REMARK	CLAUSE No.	REMARK

<u>COMPANY'S NAME & ADDRESS :</u>	
	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.

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

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

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 (102) GENERAL

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

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.

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 e 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:

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 Tender No. HOD(M)/PRK/2000005294 Due on 16.07.2014 at 1400 Hrs.

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thereafter may become due to the Bidder / Vendor / Contractor under the contract or any other contract with the Purchaser.

B-7 (250). INDEMNIFICATION

The Bidder / Vendor / Contractor, his employees, licensees, 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, 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.

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

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 AND RIGHT OF PURCHASER

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.

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:

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, 1980 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall entitle the Purchaser to cancel the contract and all or any other contracts with the Contractor / 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 (310). IMMUNITY OF GOVERNMENT OF INDIA CLAUSE: 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.

B 14 (320). EXPORT LICENCE: 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.

B 15 (330). BANNED OR DE-LISTED CONTRACTORS / VENDORS.

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 16 (340.) DUTY OF PERSONNEL OF SUPPLIER/VENDOR

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 17 (350). ARBITRATION

B 17.1. 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 17.2 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 18 (360). JURISDICTION OF COURTS

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

STACS ACCEPTANCE FORMAT

To, MAZAGON DOCK LIMITED PURCHASE DEPARTMENT.

NOTES:

STACS CLAUSE	BIDDER'S REMARK	STACS CLAUSE No.	BIDDER'S REMARK	STACS CLAUSE No.	BIDDER'S REMARK
No.					

COMPANY'S NAME & ADDRESS	<u>:</u>
	SIGNATURE:
	DATE:
	NAME:
	DESIGNATION:
	BIDDER'S COMPANY SEAL:

- 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.

RATE SCHEDULE FORMAT Indigenous Bidders

(If the space provided is not sufficient, you may attach additional Sheet / Annexure). (Signature & stamp of authorized signatory on each sheet is mandatory).

Sr. No.	Description	Rate (Applicable % to be quoted in terms of %. If not payable, "NOT PAYABLE" should be stated
1.	Basic Rate	
2.	Excise Duty (E.D) @ %	
3.	Educational Cess Tax @ % (on E D)	
4.	C S T @ % / VAT @ %	
5.	Octroi Charges	
6.	Inspection / Testing charges	
7.	Delivery Charges	
8.	Insurance charges	
9.	Other Charges (if any)	

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. The Rate Schedule Format should be quoted on your letter head duly authenticated with signature of authorised person.
- 3. Applicable taxes on other charges (other than basic) should be clearly specified.

ILLUSTRATION OF LOADING CRITERIA

<u>A.</u>

Sr. No.	Description	Foreign Vendor 100% import content	Indigenous vendor with part import content	Indigenous vendor without import content
1.	Basic Price Quoted	a) FOB b) CIF	a) Ex-works b) Delivered to MDL Stores	a) Ex-worksb) Delivered to MDLStores
3.	Add: Insurance Charges Add Sea / Air Freight charges /	In case of 1(a) In case of 1(a)	In case of 1(a) In case of 1(a)	In case of 1(a) In case of 1(a)
4.	Inland Road Transport Customs Clearance / Port Handling / Transportation to Yard	In either case i.e. FOB or CIF	Nil	Nil
5.	Cost (ex-MDL) excluding taxes & duties without loading towards any deviation.	Sr. Nos. (1+2+3+4) if FOB price quoted OR CIF price + Sr. No. 4	Sr. Nos. (1+2+3)	Sr. Nos. (1+2+3)

B. Financial Loadings:

6.	Variation in payment terms			
7.	Income tax & Service tax on Technical Services / Service Engineers liability to MDL.			
8.	Production Norms such as Scrap %, output - input ratio			
9.	Base date for price variation clause			
10.	Cost (ex-MDL) excluding taxes & duties after loading for variation in financial term.	Sr.	Nos. 5+6+7+8+9	

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

11.	Security deposit / Contract performance guarantee			
12.	Equipment performance guarantee			
13.	Additional delivery period sought over stipulated period as per tender			
14.	Additional time sought for supplying binding data			
15.	Liquidated damages per week rate / maximum ceiling			
16.	Warranty / Guarantee			
17.	Cost (ex-MDL) excluding taxes & duties after loading for variation in financial and commercial term.	Sr. Nos	. 10+11+12+13+14+15	+16

D. Landed cost:

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

RTGS/NEFT - MANDATE AUTHORISATION FORM

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Authorized Signature of the Officer of the Bank.

Bank's Stamp

Date: