



**TENDER ENQUIRY**  
**[ WEB TENDER ]**

माझगाव डॉक लिमिटेड

(भारत सरकार का उपक्रम)

**MAZAGON DOCK LIMITED**

(A Govt. of India Undertaking)  
Dockyard Road, Mumbai 400 010

Website - [www.mazagondock.gov.in](http://www.mazagondock.gov.in)

Certified - ISO 9001 : 2008 for Shipbuilding Division

Tender No : 3000000183  
Purchasing Executive : Prashant C Salunke  
To

Department: IT-PURCHASE  
Purchasing Executive: Prashant C Salunke  
Telephone No:+91 23762221  
Fax No:+91 23721551  
Email ID: pcsalunke@mazagondock.gov.in

Tender Number: 3000000183  
Tender Date: 05.12.2013  
Tender Closing Date 24.02.2014  
Tender Closing Time 12:00:00  
RFQ Number: 2090000795

Telephone No:  
Fax No:  
Email ID:

Tender Fee: Rs 0.00  
EMD Amount: Rs 35,000.00

Pre Bid Meeting Date Pre Bid Meeting Time 00:00:00

Tender Opening Date: 24.02.2014 Tender Opening Time: 14:30:00

Offer should be valid up to: 24.05.2014

Security Deposit: 5.00 % of PO value Perf. Bank Guarantee: 10.00 % of PO value

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

Dear Sir / Madam ,

SUB:- SUPPLY INSTALLTION & COMMISSIONING OF AUTOCAD MECHANICAL SOFTWARE OR LATEST VERSION.

Mazagon Dock Limited (MDL) invites Competitive - Bid from reputed suppliers for the following in **TWO BID** system (Part I Techno-Commercial Bid & Part II - Price Bid).

Sl.No.	Material/Service Details	Quantity/Unit	Delivery Date
00100	Material Number:- 51000000000000213 SOFTWARE LICENCE Material Description :Computer Software Network Licenses of AutoCAD Mechanical Software 2014 or latest	5 Number	21.02.2014
00200	Material Number:- 51000000000000213 SOFTWARE LICENCE Material Description :COMPUTER SOFTWARE	2 Number	21.02.2014

Tender Number:- 3000000183                      Tender Date:- 05.12.2013                      RFQ Number:- 2090000795

Sl. No.	Material/Service Details	Quantity/Unit	Delivery Date
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	<p style="text-align: center;">-----</p> <p style="text-align: center;">UPGRADATION OF THE EXISTING STANDALONE LICENSES OF AUTOCAD 2008 INTO NETWORK LICENSE OF AUTOCAD MECHANICAL 2014 or latest version</p>		
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00300	<p>Material Number:- 510000000000000213</p> <p>SOFTWARE LICENCE</p> <p>Material Description :One Year subscription of AUTOCAD MECHANICAL 2014 or latest version NETWORK LICENCES</p>	7 Number	21.02.2014
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00400	<p>Material Number:- 510000000000000897</p> <p>SOFTWARE LICENCE</p> <p>Material Description :AUTOCAD MECHANICAL 2014 or latest version NETWORK LICENCES for One User with one year support warranty.</p>	1 SET	21.02.2014
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Terms & Conditions as indicated in Part A of this tender and other enclosures / annexures form an integral part of this tender document. We look forward to receive your most competitive and reasonable offer against this Tender.

For Mazagon Dock Ltd



**MAZAGON DOCK LIMITED**

(A Government of India Undertaking)  
Dockyard Road, Mazagon, Mumbai 400 010. INDIA  
Certified-ISO9001/EN ISO 9001 For Shipbuilding Division  
Tel. No. 2376 2209 / 2240 Fax No (022) 23721551

**Web - e - TENDER ENQUIRY (Two Bid System)**

**E-procurement Portal :- <https://mdl.nprocure.com>**

DIVISION: -CORPORATE

DEPARTMENT: -CIT

SECTION: IT PURCHASE

E-TENDER NO: 3000000183

**TENDER FEE:- Rs. Nil**

**EMD: Rs. 35,000/-**

**TENDER DATE: 05.12.2013**

**TENDER CLOSING DATE & TIME:- 24.02.2014 at 14.00 Hrs.**

**TENDER OPENING DATE & TIME:- 24.02.2014 at 14.30 Hrs.**

**Dear Sir / Madam,**

**MAZAGON DOCK LIMITED** INVITES COMPETITIVE BIDS ONLINE on our e-Procurement portal from reputed Bidders / Vendors in TWO BID SYSTEM (Part-I Techno Commercial Bid and Part-II Price Bid) for the Supplies against this tender:

Bidders can participate in online bidding:

By registering with our e-procurement portal for User ID and Password.

By obtaining Class III B DSC (Digital Signature Certificate) for secured bidding.

Bidders can participate in online bidding by registering on <https://mdl.nprocure.com> portal using class III B DSC (Digital Signature Certificate). DSC (Digital Signature Certificate) can be obtained from Indian root certifying Authority. In case of any clarifications, bidders are requested to refer contact details, before the closing date of the tender. User guide is available on the home page of the portal <https://mdl.nprocure.com>. Bidders can also contact on 24x7 toll-free customer help line no. 1-800-233-1010. Training programme is also arranged in MDL, CIT Dept. on every working Fridays between 1400 - 1600 hrs for prospective/willing bidders.

*"In case any vendor intending to respond against the tender and is not having DSC to facilitate uploading of his bid, should approach service provider at least 10 working days in advance of the tender closing date requesting DSC. The request so made to Service Provider should simultaneously be forwarded to MDL dealing officer. In case the DSC is not received within 3-4 working days, head of concern commercial section be informed and the DSC if not received from the Service provider 3 working days in advance, for suitable extension to tender closing date then only the tender due date shall be considered."*

For Training programme or any assistance in filing the tender & Problem resolution with respect to nprocure site or any other complaint, you may Contact Shri M K Dagade, Deputy General Manager (Material) on 022-23763252, email ID [mkdagade@mazagondock.gov.in](mailto:mkdagade@mazagondock.gov.in). Or Service Provider representative Mr.Sandesh – 09769418208 Email- sandesh@ncode.co.in

**Part-I Techno Commercial Bid** shall contain the technical details, commercial terms/conditions of supply(without mentioning price), Un-priced format stating "Quoted" or "Not Quoted" or "NOT Applicable" BUT WITHOUT MENTIONING PRICES against each item of price format/Rate sheet, Acceptance forms for Tender Enquiry Form(TEF), General Terms & Conditions(GT&C) and Standard Terms & Conditions(STACS), with details of deviations on technical/commercial terms if any, EMD in appropriate mode and other requirements specified in Tender document with

proper authorization. Firm should upload their technical offer detailing complete Technical Specification at Part-I of e-tender in pdf format against our Tender Technical Specifications.

**Part-II Price Bid** shall contain only the prices duly authorized in the prescribed Price Format/Rate sheet provided in the tender. Bidders are requested to quote for all the Items in Tender document as given in the Rate Sheet.

**Description of Work / Supplies:**

SUPPLY, INSTALLATION & COMMISSIONING OF AUTOCAD MECHANICAL SOFTWARE AS PER ANNEXURE-I.

**2. INSTRUCTIONS TO THE BIDDERS**

**The Bidders are requested to visit MDL's E-Procurement Portal:** 'https://mdl.nprocure.com' for submitting their online Bid. **Online Bid only will be accepted.** Bids submitted in any other form other than online submission will not be accepted.

**Bidders** Should upload a scanned image of the following documents along with their e-Bid (Part I Techno Commercial Bid) as a part of submission of their offer.

**Note- Bidders registered with Mazagon Dock Limited should upload a scanned image of valid registration certificate;** duly authorized. Uploading of documents at Sr. No. i),ii) and iii) are not required for permanent registered vendors with MDL. However documents mentioned at iv & v are mandatory for all bidder.

**For Items: (Pre-Qualification Criteria):**

- i) Bidders Company Profile and valid Shop & Establishment registration certificate/ registration certificate from local body for conducting business.
- ii) List of equipment held by them with model / year / working status along with details of their manufacturing facilities and personnel with designation, qualification and experience to determine their capabilities. SSI/NSIC units can alternatively submit valid certificate indicating their capacity
- iii) Audited / Certified Balance sheet, Profit & Loss account for past 3 years.
- iv) Bidder's average turnover during last 3 years should be at least Rs. 7,50,000/-
- v) The value of the supplies during last 3 years should not be less than Rs. 12, 25,000/-
- vi) Bidders should be OEM of the product or authorized Dealer/Distributor/Partner of the OEM & the firm should submit authorization letter from OEM.

The nature of work expected against this supply is 'Supply, installation, configuration & Commissioning of Application Software Specially AutoCAD'. Order Copies and work completion certificates to be appended.

MDL has a right to verify/cross verification of authenticity of above related documents whenever felt necessary including right to ask for hard copies of bidders registered with Mazagon Dock Limited for copy of valid registration certificate. It is clarified that the work executed by the contractors for their in-house or capital use will not be considered for the purpose of bidders' experience of completion of similar works.

**3. EARNEST MONEY DEPOSIT (EMD) :**

3.1) Indigenous bidders shall furnish EMD of Rs. 35,000/- (Rupees thirty five thousand only) in the form of crossed DD / Pay Order / Bank Guarantee from Nationalized/Scheduled Banks excluding co-operative banks in favour of MAZAGON DOCK LIMITED, payable at Mumbai. Crossed DD / Pay Order issued by Co-operative banks however may be considered to be accepted and the bid would be considered accordingly. **The Bank Guarantee should be valid for 4 more weeks beyond the offer validity period indicated in the tender.** In case of submission of Bank Guarantee, the details of Contact Person of issuing branch, address, Fax, e-mail address & Telephone No. are required to be furnished for verifying the authenticity of Bank Guarantee and also to facilitate returning the same to Bank after expiry of validity period of Bank Guarantee.

3.2) Bidders are requested to upload the scanned copy of DD/Pay Order/Bank Guarantee online towards EMD submission along with the bid and forward the original EMD enclosed in an envelope addressed to PE(CIT-C), CIT Department, Mazdock House, Mazagon Dock Ltd, Dockyard Road, Mumbai- 400 010, super scribing Tender no & Tender date by speed post / Registered Post / Courier Service to reach the office of PE(CIT-C) within 7 days from tender closing date. Bidders are requested to advise their banker to send EMD directly to PE(CIT-C), CIT Dept, IT Purchase Section, 4<sup>th</sup> floor, Mazdock House, Mazagon Dock Ltd, Dockyard Road, Mumbai-400010. Copy of the DD / Pay Order / Bank Guarantee in favour of Mazagon Dock Ltd. be scanned and uploaded along with the offer.

3.3) Timely submission of the EMD is the responsibility of the bidder and no reasons / excuses in this regard will be entertained by MDL.

3.4) Bids offers without EMD details along with Part-I bid will be summarily rejected.

3.5) The Bids of bidders will not be considered whose EMD is received after the date & time given above.

3.6) Bids will not be considered if the online details of EMD do not match with physical copies submitted.

3.7) EMD of unsuccessful bidders will be returned after finalization of the tender and shall be Interest free.

3.8) **EXEMPTION FROM SUBMISSION OF EMD**

Following bidders shall be exempt from submission of EMD:

- a) State & Central Government of India departments, Public Sector Undertakings.
- b) Firms registered with Mazagon Dock Limited (MDL). To qualify for EMD exemption, firms should necessarily submit VALID copy of the registration certificate issued by MDL in Part-I offer/bid. Firms in the process of obtaining MDL registration will not be considered for EMD exemption.
- c) Firms registered with NSIC under its "Single Point Registration Scheme". (Exemption will apply only to items / service indicated under description of work / supplies / services & value upto which bidders are registered with NSIC). To qualify for EMD exemption, firms should necessarily upload valid copy and submit the copy of the registration certificate along with the list of items/services for which they are registered, as issued by NSIC in Part-I offer / bid. Firms in the process of obtaining NSIC registration will not be considered for EMD exemption.
- d) All Micro and small Enterprises subject to their submission of valid registration Certificate from competent authority regarding their Micro/Small Industry status.

**4. VALIDITY PERIOD:**

Bids / Offers shall have the validity period of 90 Days from the tender closing date. Bidders are requested to offer 90 days validity as per Tender Terms. Technically accepted Bidder shall be given opportunity to accept validity as per tender in case of shorter validity quoted by bidder. Non-acceptance thereafter will be rejected by MDL as non-responsive.

**5. SUBMISSION OF OFFER IN TWO BID SYSTEMS:**

Offer must be submitted online on the MDL's e-Procurement portal '<https://mdl.nprocure.com>'. Bids must be in two parts, i.e. Part-I (Techno-Commercial bid) and Part-II (Price Bid), as appearing on line.

**(A) Part-I (Techno-Commercial bid):**

- i) Acceptance on clauses of Tender Enquiry Form (TEF), GT&C & STACS in the Prescribed Formats stating 'Accepted OR Not Accepted' as applicable for each of the clause.
- ii) Blank rate schedule shall be uploaded in on-line Part I bid, indicating "QUOTED / NOT QUOTED" as applicable against each of the listed item in the prescribed Price format / Rate Sheet.
- iii) Deviation Sheet if any, shall be uploaded on – line for deviations from Terms & Conditions of TEF, GT&C and STACS.

- iv) Bidders / Suppliers not registered with **Mazagon Dock Limited** should upload the additional documents as mentioned at Para 2 above.
- v) Bank details for payment by RTGS/NEFT in the format.
- vi) Enterprises status (if any) to be indicated in Part I: Micro /medium /Small.
- vii) The scanned image of DD /BG towards EMD /BID BOND for the amount as stipulated in TEF clause shall be uploaded.
- viii) Scanned image of PAN card and a cancelled cheque shall be uploaded.

**(B) Part-II (Price Bid)**

**On-line submission of bids in Price Bid Part-II:** Bidder shall submit their Price Bid online against this tender in the prescribed Price Format/Rate Sheet as available on our e-Procurement portal. Offer in any other format shall not be considered.

**6. BID REJECTION CRITERIA:**

- a. Following bids shall be **categorically rejected**;
  - i) The Bids received after tender closing date and time.
  - ii) Bids received without EMD (other than those who are exempt from payment of EMD) as specified in the tender.
  - iii) Bidders not agreeing to provide assistance for installation of items/supplied by them.
  - iv) Bidders not submitting Original instrument of EMD on or before **03.03.2014 at 17.30 Hrs** as per Para 3.2 above related to EMD submission.
  - v) Bids received through Tender box will not be considered for processing and considered as non-responsive. Only e-offers uploaded through e-portal will be taken as valid offers for consideration and evaluation.
- b. Following bid rejection criteria may render the bids liable for Rejection:
  - i) Bidder's failure to furnish sufficient or complete details for evaluation of the bids within the given period which may range in between two to three weeks depending on the deficiencies noticed in the drawings / technical data which shall not however conflict with validity period.
  - ii) Incomplete / misleading / ambiguous bids in the considered opinion of MDL.
  - iii) Bids with technical requirements and or terms not acceptable to MDL.
  - iv) Bids received without the pre-qualification documents as per tender.
  - v) Bids not meeting the pre-qualification parameters stipulated in the tender enquiry.
  - vi) Bidders not agreeing for post sale product support/post work completion support.
  - vii) Unreasonably longer delivery period quoted by the firm.
  - viii) Validity period indicated by bidders is shorter than that specified in the tender enquiry.
  - ix) Bids without uploading pre-qualification documents where required as per the tender.
  - x) Bidders not agreeing to furnish Performance Bank Guarantee (PBG) for item/ supplies or not agreeing for retention of equivalent amount by MDL up-to the period till Completion of contractual and guarantee / warranty obligation.
  - xi) Non-submission of authorization letter towards being dealer/ partner/distributor from OEM.

**7. DELIVERY PERIOD / COMPLETION SCHEDULE:**

The delivery / completion schedule is four weeks from the date of placement of order. Kindly quote the earliest delivery/completion period in Part-I bid.

**8. PRICING:**

Bidder shall quote the prices of all items listed in the Price Sheet / Rate Sheet of the tender Enquiry at Enclosure – 2 for free delivery of the items in MDL Stores & completion of work at MDL Site. The prices quoted shall remain firm and fixed during the currency of the order / Contract unless agreed otherwise by MDL.

**9. 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 RTGS/NEFT/ECS between 25 to 30 days after receipt of complete set of the items /Equipment, spares, work completion certificate etc. as per the ordered terms and against submission of documents in Triplicate including Delivery challan(s), Release note from the nominated Inspection Agency, Test reports / Certificates, Packing Lists, Invoice, Performance Guarantee, Storage / Preservation / Installation / Commissioning / Maintenance Procedures & other Technical documentation in requisite sets as relevant. Bidders shall furnish all the necessary details like name of the bank / branch, Code No. Bank account no in their technical bid as per the RTGS/NEFT/ECS format provided with the tender enquiry.

Bidders shall furnish all the necessary details like name of the bank / branch, Code No. Bank account no in their technical bid as per the RTGS/NEFT/ECS format provided with the tender enquiry.

**10. SECURITY DEPOSIT:**

The successful bidder shall submit Security Deposit for an amount of 5% on the value of the contract/order excluding Taxes, Duties, and freight etc. in the form of DD /Pay Order/ Bank Guarantee in the prescribed format in favour of Mazagon Dock Ltd., payable at Mumbai. The Bank Guarantee shall be from Nationalized / scheduled Banks or banks of international repute excluding cooperative banks **within 25 days from the date of Contract**, valid till 4 more weeks till successful delivery/completion date. There shall be deductions in the form of payment of interest on the delayed period of submission beyond stipulated period of 25 days of submission. Security Deposit will be returned only after successful execution of the order / Contract. Refund of Security Deposit whenever considered admissible by the Purchaser shall be refunded without interest only. Please note that MDL does not extend any concessions such as exemptions in payment of Security Deposit to any organizations irrespective of their status like registration with MDL, NSIC,SSI etc.

**11. PERFORMANCE BANK GUARANTEE:**

The successful bidder shall submit the performance bank guarantee (PBG) for the 10% of the order value excluding Duties and Taxes valid for contractual period of 1 Years of warranty / support plus additional 4 weeks from the date of satisfactory commissioning in the form of DD /Pay Order/ Bank Guarantee in the prescribed format in favour of Mazagon Dock Ltd., payable at Mumbai from a Nationalized/Scheduled Bank and Bank of International repute excluding Co-operative Banks.

**12.** Bidder shall abide by all Standard Terms And Conditions of Supply (STACS), General Terms & Conditions (GT&C) and Tender Enquiry Form (TEF) Para 1 to 23 of Tender Enquiry, Acceptance formats as per Enclosures 3,4 & 5 contained therein should be properly filled by the bidder along with techno-commercial (Part-I) bid. The bidder shall also abide statutory requirements, Official Secret Act 1923 and Safety clause as per Enclosure-9.

**12 a)** In case of improper online filling of Acceptance Formats for TEF, GT&C and STACS, it will be construed that all the terms and conditions of the Tender are acceptable to the Bidder.

**13. TAXES & DUTIES:**

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

Supplier / contractor will not be entitled to any increase in rate of taxes occurring during the period of extended delivery completion schedule if there is delay in supplies / completion attributed to him. However if there is a decrease in taxes, the same must be passed on to MDL.

**14. LOADING CRITERIA:** An illustration of the loading criteria for normalizing the bids, in regard to variations in payment terms, variations in commercial terms etc for ranking of bids to judge L1 will be adopted is at enclosure-10 attached as Illustration for loading criteria.

- a) Deviations sought by the bidder in respect of variation in commercial terms and Payment terms shall be loaded on the bidders quoted prices during price evaluation by MDL. The loading criteria that will be adopted are detailed below:
- b) It is desirable that the bidder accepts the Payment Terms indicated in clause 9 above. Varied payment terms quoted by bidders as compared to the terms stated in the Tender document shall be normalized by adopting 16.55% (Prime Lending Rate of SBI plus 2%) thereon on the amount at variation and/or for the period (in number of days) at variation.
- c) For 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 (LD): - 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 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 LD as per tender will be first be equated to weeks (10 weeks in this case) and the rate proposed by the bidder is 0.4% 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 bidders adhere to the stipulated clause.

**15. MODIFICATIONS TO THE BIDS:**

Bidders desirous of submitting modified bids prior to the closing date & time may do so by way of modifying their bid online.

**16. PUBLIC GRIEVANCE CELL:**

A Public Grievance Cell headed by GM (SB-Works) 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 or send their complaints / grievances to him in writing for redressal. His Telephone No. is 23738155 Or Board Line No.23763007.

**17. WORKING ON MDL HOLIDAYS:**

Request for permission for working on Saturday / Sunday / holidays if required, should be Submitted 3 working days prior to the date of holiday, to Personnel department and Security through concerned Dept.

**18. 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 Supplier / Contractor 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. Vendor / Contractor (Seller) will also be liable to pay Liquidated Damages for late delivery of Manuals & Documentation as agreed to by Purchaser and Supplier / Contractor (Seller) and as stated in the Purchase Order. The amount of such damages will be clearly defined in the Purchase Order and may extend upto 5% of the Order Value.

**19.** Bidders intending to witness the Tender opening may do so by logging on e-procurement portal with their DSC.



20. No Price preference shall be given to any bidder irrespective of their status.

**21. RANKING OF BIDS:**

The ranking of Price Bids and L1 determination shall be done on the basis of “all inclusive of Taxes, Duties & Levies” among the techno commercially qualified Bidders considering the item on tender.

In case the quoted Duties, Taxes & Levies in the price bid Part-II, is not found in accordance with the Duties, Taxes and Levies specified in the blanked off rate sheet in Part-I Techno-commercial bid; the total prices quoted in Price bid Part II will be considered for L1 determination and the firm has to accept the basic prices derived after considering applicable Duties, Taxes and Levies within the total quoted price in the price bid Part-II. In these cases, the variations in statutory levies are not allowed unless the break-up in respect of taxes and levies is clearly and separately furnished in the bid. Online ranking visible to the bidders after opening Part-II Price Bid is without loading parameters as mentioned in tender document and as applicable. However L1 Bidder will be evaluated offline by applying all applicable loading parameters as mentioned in tender document.

22. MDL reserves the right to consider placement of Order / Contract in part or in full against the tendered quantity or reject any or all tender without assigning any reason.

23. MDL shall not be bound by any printed conditions or provisions in the seller’s bid forms or acknowledgement of contract, invoices and any other documents which purport to impose any conditions at variance with the tender terms/final negotiated & accepted terms.

We look forward for your active participation in online bidding by offering your most competitive and reasonable offer against this tender.

Yours faithfully,

For **MAZAGON DOCK LIMITED,**

Dy. Manager(CIT – C)

- Enclosure 1 - Scope of Supply / Technical Specification
- Enclosure 2 - Rate Sheet Format (PRICE BID FORMAT)
- Enclosure 3 - Standard Terms & Conditions (STACS) with Acceptance Format
- Enclosure 4 - General Terms & Conditions (GT&C) with acceptance Format
- Enclosure 5 - Tender enquiry terms Acceptance Format
- Enclosure 6 - Proforma of Security Deposit Bank Guarantee.
- Enclosure 7 - Proforma Bank Guarantee for Performance.
- Enclosure 8 - RTGS/NEFT/ECS Format
- Enclosure 9 - Statutory requirements, Official Secret Act 1923 & Safety Clause
- Enclosure 10 - Illustration for loading criteria
- Enclosure 11 - Proforma Bank Guarantee Format for EMD
- Enclosure 12 - Undertaking of Authenticity for IT Products Supplies

**Scope of Supplies / Technical Specification**

**For Item Sr No 100** - Network Licenses of AutoCAD Mechanical Software 2014 or latest – 5 Nos

**For Item Sr No 200** - UPGRADATION OF THE EXISTING STANDALONE LICENSES OF AUTOCAD 2008 INTO NETWORK LICENSE OF AUTOCAD MECHANICAL 2014 or latest version – 2 Nos

**For Item Sr No 300** - One Year subscription of AUTOCAD MECHANICAL 2014 or latest version NETWORK LICENCES - 7 Nos

- The scope shall cover Supply, Installation, Configuration ,Testing, Commissioning warranty and training of AUTOCAD MECHANICAL 2014 Software or latest at MDL as per the technical specifications mentioned in the tender.
- The supply of the Software shall be compatible with MS windows XP, Windows Vista and Windows 7. It shall be complete with media, license file and soft and hard copy of the manual with the required permanent licenses or with any other mechanism ensuring that the validity of the license is permanent and all such costs towards this end shall be deemed to have been included in the bid price and no additional shall be payable by MDL. The license(s) shall be taken in the name of MDL and will be the property of MDL.
- The software shall be warranted to be original version, legal and necessary License Certificate as applicable shall be provided along with the supply.
- The duration of warranty for software should be for a period of 12 months and will commence immediately after the successful commissioning and acceptance of the software. During the said warranty period vendor shall provide all upgrades, patches, etc without any additional charges and should provide software support whenever necessary either by deputing service engineer or through phone/email as deemed appropriate by MDL, and as intimated to the vendor. The scope of warranty by the vendor also includes reinstallation and reconfiguration of the software in the network in case of breakdown. All support calls shall be resolved within the maximum time of 2 working days.
- The subscription period for the software shall be of 12 months from the date of successful commissioning and acceptance of the software.
- Support (telephonic, email, onsite) to be provided for resolution of any issues. The response time to be 4 hours with the resolution time of 2 working days.
- The scope of work includes free training of 10 Nos MDL personnel for a period of 3 days on the supplied software by experienced trainers of the vendor at MDL premises. The contents for AUTOCAD MECHANICAL training is as follows:
  1. Getting Started
    - Interacting with the user interface
      - (i) The User Interface
      - (ii) Exploring the ribbon
      - (iii) Accessing Help Information
      - (iv) About the Configuration and Setup guide
  2. Object property and Layer Management
    - Property Management
      - (i) About Automatic Management of Layers and Object Properties
      - (ii) Managing Layers Using the Mechanical Layer Manager
      - (iii) How to Configure Object Property Setting in a Standard
  3. Organising Drawing Geometry
    - Drawing Creation Workflows and Organisation
      - (i) About the Organisation Methods

- (ii) About Mechanical structure
- Structuring data in Drawings
  - (i) How to create a Structured Design
  - (ii) Creating Components and Component Views
  - (iii) Creating folders within a Component View
  - (iv) Restructuring Components
  - (v) Setting that Control Structure creation
- Reusing and Editing Structured Data
  - (i) About Structure Definitions, Instances and Occurances
  - (ii) Reusing structured data from the browser
  - (iii) Reusing structured data from structured catalog
  - (iv) Edit a Structure Definition
  - (v) Changing the display of instances.

#### 4. Tools for creating Key Geometry

- Power Snaps
  - (i) About Power Snaps
  - (ii) Configuring Power Snaps
  - (iii) Activating Power Snap Configurations
- Centerlines
  - (i) About Mechanical Centerlines
  - (ii) Creating Centerlines
  - (iii) Centerlines Settings
- Construction Lines
  - (i) About Construction Lines
  - (ii) Drawing Construction Lines
  - (iii) Placing construction Lines Automatically
  - (iv) Inserting and using Projection Crosshairs
  - (v) Erasing construction Lines
- Designing with Lines
  - (i) Creating Section Lines
  - (ii) Creating Zig-Zag Lines
  - (iii) Creating Breakout Lines
  - (iv) Creating symmetrical Lines
- Adding Standard Feature Data for Holes and slots
  - (i) About Standard Content
  - (ii) About Standard Features
  - (iii) Inserting standard Holes
  - (iv) Inserting Threaded Features
  - (v) Inserting Slot Features

#### 5. Tools for Manipulating Geometry

- Editing tools
  - (i) Copying Objects
  - (ii) Offsetting Objects
  - (iii) Joining Entities
  - (iv) Breaking Objects into Multiple Parts
  - (v) Scaling objects along the X and Y axes
- Power Commands
  - (i) About Power Commands
  - (ii) Modifying Objects
  - (iii) Deleting Objects
  - (iv) Copying Objects
  - (v) Recalling commands
  - (vi) Creating Views
- Associative Hide
  - (i) About Associative Hides

- (ii) Creating Associative Hides
- (iii) Editing an Associative hide
- (iv) Structure
- (v) Mechanical parts generator
- Standard Parts
  - (i) About Standard Parts
  - (ii) Inserting standard parts using the parts library
  - (iii) Standard Part Library Favorites
  - (iv) Inserting standard parts using the ribbon and menus
  - (v) Inserting screw components
  - (vi) Creating and using screw templates
  - (vii) Changing Part Representations
  - (viii) Adding Leader Notes to Standard Parts
- Chains and Belts
  - (i) Creating Sprockets and Pulleys
  - (ii) Calculate chain and belt lengths
  - (iii) Inserting Chains and belts
- Shaft Generators
  - (i) Generating Shafts
  - (ii) Creating basic shaft sections
  - (iii) Placing Shaft Contour Features
  - (iv) Creating complex shaft segments
  - (v) Inserting Shaft Display features
  - (vi) Creating associative shaft views
- Standard shaft Parts
  - (i) Inserting from the shaft generator
  - (ii) Inserting from other locations
- Springs
  - (i) Process of adding Springs to your Assembly Design
  - (ii) Inserting springs from a standard
  - (iii) Inserting modified designed springs

## 6. Dimensioning and Annotating Your Drawings

- Annotation and Annotation Symbols
  - (i) Insert Text
  - (ii) Inserting Surface Textures
  - (iii) Inserting Weld Symbols
  - (iv) Inserting Feature Control Frames
  - (v) Inserting Edge Symbols
  - (vi) Symbol Libraries
  - (vii) Inserting Weld Representations
  - (viii) Inserting datum Identifiers
  - (ix) Inserting feature Identifiers
  - (x) Inserting Datum Targets
  - (xi) Inserting Taper and Slope Symbols
  - (xii) Standard Symbol settings
- Creating Dimensions
  - (i) Placing Power Dimensions
  - (ii) Power Dimensioning Options and Settings
  - (iii) Chamfer Dimensions
  - (iv) Placing Multiple Dimensions
  - (v) Control Dimension Standards
- Editing dimensions
  - (i) Modifying Dimensions with Power Edit
  - (ii) Editing Multiple Dimensions
  - (iii) Stretching Objects with Dimensions
  - (iv) Arranging Dimensions

- (v) Alining Dimensions
  - (vi) Joining Dimensions
  - (vii) Splitting Dimensions
  - (viii) Breaking Dimension Lines
  - (ix) Checking Dimensions
  - Hole Charts
    - (i) Creating Hole Charts
    - (ii) Hole Charts Settings
    - (iii) Placing a fits List
  - Revision Lists
    - (i) Inserting Revision Lines in Drawing
    - (ii) Inserting Automatic Revision List
    - (iii) Updating Revision List
7. Bill of Materials, Parts Lists, and Ballons
- Part References
    - (i) About part References
    - (ii) Adding Part References
    - (iii) Editing Part References
  - Bill of Materials
    - (i) Creating Bill of materials
    - (ii) Structured Components and the BOM
    - (iii) Expanding subassembly information
    - (iv) Sorting BOM Data
    - (v) Renumbering BOM Entries
    - (vi) BOM standards
    - (vii) Structure
  - Inserting Part Lists
    - (i) Inserting a Part list
    - (ii) Editing a part list
    - (iii) Part list standards
  - Balloning Parts
    - (i) Adding Ballons
    - (ii) Editing Ballons
    - (iii) Ballon Standards
8. Leveraging Your Existing Data
- DWG Files
    - (i) Mechanical Drawing Files in AutoCad
    - (ii) Removing Mechanical Objects and Structure from the DWG File
  - IGES Files
    - (i) IGES In
    - (ii) IGES Out
  - Inventor Link
    - (i) About Inventor Link
    - (ii) Using Inventor Link
    - (iii) How to create drawing Views of Linked Models

**Item Sr No-400** AUTOCAD MECHANICAL 2014 or latest version NETWORK LICENCES FOR One User with one year support warranty – 1 Set

- NETWORK LICENCE FOR ONE USER.
- ONE YEAR SUPPORT WARRANTY INCLUDES PATCHES AND UPGRADES
- 2 DAYS USER TRAINING FOR 10 USERS.
- MANUALS & DOCUMENTS.

## Enclosure – 2

## Rate Sheet

TENDER ENQUIRY No: 300000183

SUPPLY, INSTALLATION & COMMISSIONING OF AUTOCAD MECHANICAL SOFTWARE

Item Sr.No on Tender	Material / Service Details	Qty	UNIT	Basic Rate Rs.	VAT/ CST as applicable in %	Octroi@5. 5%, if applicable	Service Tax @ 12.36% if applicable	Total Cost incl. of Taxes & Duties Rs.
100	NETWORK LICENSES OF AUTOCAD MECHANICAL 2014 or latest version.	5	Nos.					
200	UPGRADING THE EXISTING STANDALONE LICENSES OF AUTOCAD 2008 INTO NETWORK LICENSE OF AUTOCAD MECHANICAL 2014 or latest version.	2	Nos					
300	One Year subscription of AUTOCAD MECHANICAL 2014 or latest version NETWORK LICENCES .	7	Nos					
400	AUTOCAD MECHANICAL 2014 or latest version NETWORK LICENCES FOR One User with one year support warranty.	1	Set					

**Note:- Vendors are requested to fill up each and every column as applicable strictly as per Rate Sheet & for technical specification/scope of supplies please refer Enclosure-1.**

**STANDARD TERMS AND CONDITIONS (STACS)**  
**(FOR PURCHASE OF ITEMS)**

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

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

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

**120 GENERAL**

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

**200 COMMUNICATION & LANGUAGE FOR DOCUMENTATION**

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

**210. PURCHASER'S PROPERTY.**

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

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

**220. RISK PURCHASE**

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

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

**230. RECOVERY-ADJUSTMENT PROVISIONS:**

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

**240.BLANK**

**250. INDEMNIFICATION**

251. The Bidder / Supplier / Contractor, his employees, licencees, agents or Sub-Supplier / Subcontractor, while on site of the Purchaser for the purpose of this contract, indemnifies the Purchaser against direct damage and/or injury to the property and/or the person of the Purchaser or that of Purchaser's employees, agents, Sub-Contractors / Suppliers occurring and to the extent caused by the negligence of the Bidder / Supplier / Contractor, his employees, 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.

**260. TRANSFER OF SUPPLIERS / CONTRACTOR'S RIGHTS:**

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

**270. SUBCONTRACT & RIGHT OF PURCHASER**

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

**280. PATENT RIGHTS.**

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

**290. AGENTS / AGENCY COMMISSION:**

291. The Bidder / Supplier / 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 / Supplier / 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 / Supplier / 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 / Supplier / 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 / Supplier / 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) or PLR (Prime Lending Rate) of SBI plus 2%. The Purchaser will also have the right to recover any such amount from any contracts concluded earlier with the Purchaser.

**300. USE OF UNDUE INFLUENCE / CORRUPT PRACTICES:**

301. The Bidder / Supplier / Contractor undertakes that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Purchaser or otherwise in procuring the contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract with the Purchaser for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Purchaser. Any breach of the aforesaid undertaking by the Bidder / Supplier / Contractor or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder / Supplier / Contractor) or the commission of any offence by the Bidder / Supplier / Contractor or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1980 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall entitle the Purchaser to cancel the contract and all or any other contracts with the Bidder / Contractor / Supplier and recover from the Bidder / Supplier / Contractor the amount of any loss arising from such cancellation. Decision of the Purchaser or his nominee to the effect that a breach of the undertaking has been committed shall be final and binding on the Bidder / Supplier / Contractor.



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

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

### **310. IMMUNITY OF GOVERNMENT OF INDIA CLAUSE**

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

### **320. EXPORT LICENCE**

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

### **330. BANNED OR DE-LISTED CONTRACTORS / SUPPLIERS.**

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

### **340. DUTY OF PERSONNEL OF SUPPLIER/SUPPLIER**

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

### **350. ARBITRATION**

351. 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.

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

### **360. JURISDICTION OF COURTS**

361. 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**  
**IT PURCHASE SECTION.**

TENDER ENQUIRY No. 300000183

STACS CLAUSE No.	BIDDER'S REMARK	STACS CLAUSE No.	BIDDER'S REMARK	STACS CLAUSE No.	BIDDER'S REMARK
	ACC./ DEV		ACC./ DEV		ACC./ DEV
101		231		311	
102		251		321	
103		261		331	
121		271		341	
201		281		351	
211		291		352	
212	NA	301		361	
221		302			
222		303			

COMPANY'S NAME & ADDRESS :

\_\_\_\_\_

SIGNATURE:

DATE :

\_\_\_\_\_

NAME:

DESIGNATION :

\_\_\_\_\_

BIDDER'S COMPANY SEAL:

**NOTES :**

- Bidder(s) should carefully read the Standard Terms & Conditions (STACS) included in the tender prior to filling up this acceptance format..
- This format should be properly filled, signed and returned by the bidder(s) alongwith 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.
- STACS clause numbers shown in the above format also includes the sub-clauses under these clauses. For example 220 means – clause nos. 220, 221, 222.

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**GENERAL TERMS & CONDITIONS (GT&C) FOR ITEMS & SERVICES  
(EXCLUDING CIVIL WORKS)**

**A10. ACCEPTANCE OF ORDER / CONTRACT**

**A11.** 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 Order/Contract, the tender is concluded. The Supplier / Subcontractor / Supplier shall, on receipt of the Order/Contract, communicate their unconditional acceptance to the purchaser in the prescribed format immediately within 10 days.

**A12.** 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/Supplier/Contractor.

**A13.** Any delay in acknowledging the receipt & acceptance of the Purchase Order/Contract from the specified time limit or any qualification or modification of the purchase order/Contract in its acknowledgement acceptance by the Supplier / Sub-contractor /Supplier shall be termed as breach and would be liable for forfeiture of EMD, Bid Bond, Security deposits etc.

**A20 SECURITY DEPOSIT.**

A21. 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 Contract. The Security Deposit will be returned only after the successful execution of the order / contract. Refund of Security Deposit whenever considered admissible by the Purchaser, shall be without interest only.

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

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

**A40 FORFEITURE OF SECURITY DEPOSIT.**

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

**A50. FORFEITURE OF PERFORMANCE GUARANTEE**

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

**A60. SUPPLIES**

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

**A70. PROGRESS REPORTING & MONITORING**

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

**A80. CANCELLATION OF ORDER**

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

**A82.** In case of breach / non-compliance of any of the agreed terms & conditions of order / contract. MDL reserves the right to recover consequential damages from the Supplier / contractor on account of such premature termination of contract. **A83.** In case of delay beyond agreed period for liquidated damages or 10weeks from contractual delivery period whichever is earlier, MDL reserves the right to cancel the order and procure the order items /services from any available source at MDL's option & discretion and entirely

at your risk and cost. Extra expenditure incurred by MDL in doing will be recoverable from Bidder/Supplier/Contractor.

#### **A90. # PRESERVATION AND MAINTENANCE**

**A91.** Should any material require any preservation till its final installation/fitment, the detailed procedure (Long term & short term) for the same as also the time of interval after which the state of preservation needs to be reviewed is to be stated by the Bidder/Supplier/Contractor. **A92.** Further the de-preservation prior to the material/equipment being commissioned and the maintenance procedure together with its periodicity is also to be indicated by the Bidder / Supplier / Contractor. **A93.** The Bidder / Supplier / Contractor in their offer must confirm that indigenous oil; lubricants and preservatives, etc. can be used in the equipment. The bidder must also give assurance that the equipment performance will not be downgraded by use of indigenous equivalents.

#### **A100. FREIGHT & 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.

#### **A110. TAXES & DUTIES / STATUTORY LEVIES.**

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

Registration number and the category of service for which the contractor/Vendor is registered with the Service Tax Department. A copy of the Service Tax Registration certification will be submitted by the contractor/Vendor as a onetime requirement in support of the Registration number indicated in the Invoices. Based on requirement, the Vendor/contractor may be called upon to produce evidence of validity of the Service Tax Registration at any point of time during the currency of the contract.

#### **120. DEMURRAGE**

**A121.** Storage and Demurrage charges will be payable by the Bidder / Supplier / 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 or omissions in description, weight or measurements and for increased handling charges due to improper packing.

**A130. # INSPECTION, TESTING.**

**A131.** The ordered items will be inspected either by Classification Society / Nominated Agency and or by Inspection Officer nominated by Purchaser at stages defined in the tender / Purchase Order or as agreed to be defined subsequently in terms of the Purchase Order.

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

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

**A140. RECEIPT INSPECTION BY MDL.**

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

**A150. REJECTION OF MATERIALS.**

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

**A160. TECHNOLOGICAL DEVELOPMENTS / MODIFICATIONS**

**A161.** The Bidder / Supplier / Contractor shall unconditionally and free of cost to the Purchaser transfer information on technological developments / innovations / modifications which the Bidder / Supplier / Contractor would evolve in future (within 3 years) in relation to the supplied equipment. To enable this, the Purchaser's address shall be added to the Bidder / Supplier / Contractor 's mailing list or database or any other document maintained for dissemination of product information and the Purchaser shall be informed of the action taken in this regard. If such improvements / modifications are brought in by the Bidder / Supplier / Contractor's Design Department in the course of manufacture of equipment ordered by the Purchaser, the Bidder / Supplier / Contractor shall incorporate such improved versions in the equipment without any extra cost to the Purchaser under Purchaser's prior consent. A162. If the Purchaser be desirous of getting incorporated all post supply modifications / improvements arising out of technological developments to the original equipment supplied by the Bidder / Supplier / Contractor, the Bidder / Supplier / Contractor, shall quote for and carry out all such modifications to the equipment.

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

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

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

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

171. The Purchaser reserves the right to accept and or reject any or all tenders and or to withdraw the tender in toto and or award the contract / order in full or part to more than one Supplier / contractor

without assigning any reason whatsoever and without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for MDL action.

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

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

#### **A190 BIDDER'S RESPONSE IN CASE OF NO PARTICIPATION**

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

#### **A200. # FACILITY PROVISION (Applicable only for Services)**

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

\*\*\*\*\*

#### **ACCEPTANCE FORM FOR GENERAL TERMS AND CONDITIONS**

To,  
MAZAGON DOCK LIMITED  
PURCHASE DEPARTMENT.  
**TENDER ENQUIRY No.** 300000183

TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK
	ACC. / DEV.		ACC. / DEV.		ACC. / DEV.
A11		A83		A141	
A12		A91	NA	A151	
A13		A92	NA	A161	
A21		A93	NA	A162	
A31		A101		A163	
A41		A102	NA	A164	NA
A51		A111		A165	NA
A61		A121		A171	
A71		A131		A181	NA
A81		A132		A191	
A82		A133	NA	A201	NA

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) 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. A10 means – Clause nos. A11, A12, A13.

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**ENCLOSURE – 5**

**TEF ACCEPTANCE FORMAT**

To,  
MAZAGON DOCK LIMITED  
PURCHASE DEPARTMENT.

**TENDER ENQUIRY No. 300000183**

TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK
	ACC. / DEV.		ACC. / DEV.		ACC. / DEV.
1		9		17	
2		10		18	
3		11		19	
4		12		20	
5		13		21	
6		14		22	
7		15			
8		16			

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) 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. 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), l), ii) & iii).

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**PROFORMA BANK GUARANTEE FOR SECURITY DEPOSIT**

THIS DEED OF GUARANTEE made at Mumbai \_\_\_\_\_ day of month \_\_\_\_\_ of *(the year)* by the Bank of *(Bank's name and address)* (hereinafter called the 'SURETY' which expression shall include its heirs, successors, administrators and assigns) of the ONE PART in favour of Messers MAZAGON DOCK LIMITED, Dockyard Road, Mazagon, Mumbai – 400 010, a Company registered under the Indian Companies Act, 1913 (hereinafter called the 'PURCHASER' which term shall include its heirs, successors, administrators and assigns) of the OTHER PART.

WHEREAS M/s *(Firm's name)* registered under \_\_\_\_\_ having its Registered Office *(Firm's address)* (hereinafter called the 'CONTRACTOR' which expression shall include its heirs, successors, administrators and assigns) have accepted an Order / entered into a Contract vide Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called the said Order / Contract) with the purchaser for the supply, delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order / Contract as per the terms and conditions provided in the Order / Contract.

AND WHEREAS under the said Order / Contract the Contractor is required to furnish a Bank Guarantee for *(currency / amount)* (In words) being **five** percent of the Order / Contract price of *(currency / amount)* as specified in the said Order / Contract for the execution of the said Order / Contract as per Order / Contract terms.

**NOW THIS DEED WITNESSES AS FOLLOWS WITHOUT ANY DEMUR:**

In pursuance of the terms and conditions of the said Order / Contract and on the request of the Contractor, we the Surety do hereby undertake to pay to the Purchaser on demand without any demur the sum of *(currency/amount)* (in words) being ten percent of the Order / Contract price in the event of the Contractor failing to fulfill any of the terms and conditions of the said Order / Contract.

We, the Surety, do hereby irrevocably and unconditionally agree that the Purchaser shall be the sole judge to decide whether the Contractor has committed a breach of any of the terms or conditions of the said Order / Contract and that the decision of the Purchaser will be final and binding on the Surety. The Purchaser and the Contractor shall be at a liberty to carry out any modifications in the said Order / Contract during the currency of the said Order / Contract and any extensions thereof and any such modifications will be duly intimated to the Surety. Any accounts settled between the Contractor and the Purchaser shall be conclusive evidence against the Surety of the amount due and shall not be questioned by the Surety.

We, the Surety, further agree that the guarantee herein contained shall remain in full force and effect for a period that would be taken for completion of the Order / Contract, by the Contractor under the said Order / Contract and that the guarantee shall continue to be enforceable till all the obligations under or arising by virtue of the said Order / Contract have been fully discharged by the Contractor till the Purchaser certifies in writing that the terms and conditions of the said Order / Contract have been fully and properly carried out by the said Contractor, We, the Surety, further undertake not to revoke this guarantee during the currency of the same except with the previous consent of the Purchaser in writing.

We, the Surety, further agree that liabilities and obligations of the Surety arising under or by virtue of this bond shall not be discharged by any variation of the terms or conditions of the said Contractor by any grant of time given or any indulgence shown by the Purchaser to the Contractor. It is agreed that the liabilities under this guarantee shall not exceed *(currency / amount)* (In words).

This guarantee shall remain in force till \_\_\_\_\_ unless a claim or demand is made on us in writing on or before (validity + ---- weeks), we will be relieved and discharged from all liability thereunder.

This guarantee shall be governed by Indian laws and the Courts at Mumbai, India alone shall have the jurisdiction

Date:

Signature of a person duly authorized to sign  
on behalf of the Bank with Seal of the Bank

\*INDIGENOUS VENDORS TO SUBMIT THIS SECURITY DEPOSIT BANK GUARANTEE ON NON-JUDICIAL STAMP PAPER OF RS. 100.00 FROM NATIONALISED / SCHEDULED BANK ONLY.

\*\*FOREIGN VENDORS TO SUBMIT THIS SECURITY DEPOSIT BANK GUARANTEE ON LETTER HEAD OF BANK OF INTERNATIONAL REPUTE.

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**ENCLOSURE – 7****PROFORMA BANK GUARANTEE FOR PERFORMANCE**

THIS DEED OF GUARANTEE made at Mumbai \_\_\_\_\_ day of month \_\_\_\_\_ of *(the year)* by the Bank of *(Bank's name and address)* (hereinafter called the 'SURETY' which expression shall include its heirs, successors, administrators and assigns) of the ONE PART in favour of Messers MAZAGON DOCK LIMITED, Dockyard Road, Mazagon, Mumbai – 400 010, a Company registered under the Indian Companies Act, 1913 (hereinafter called the 'PURCHASER' which term shall include its heirs, successors, administrators and assigns) of the OTHER PART.

WHEREAS M/s *(Firm's name)* registered under \_\_\_\_\_ having its Registered Office *(Firm's address)* (hereinafter called the 'CONTRACTOR' which expression shall include its heirs, successors, administrators and assigns) have accepted an Order / entered into a Contract vide Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called the said Order / Contract) with the purchaser for the supply, delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order /Contract as per the terms and conditions provided in the Order / Contract.

AND WHEREAS under the said Order / Contract the Contractor is required to furnish a Bank Guarantee for *(currency / amount)* (In words) being **ten** percent of the Order / Contract price of *(currency / amount)* as specified in the said Order / Contract for the execution of the said Order / Contract as per Order / Contract terms.

**NOW THIS DEED WITNESSES AS FOLLOWS WITHOUT ANY DEMUR:**

In pursuance of the terms and conditions of the said Order / Contract and on the request of the Contractor, we the Surety do hereby irrevocably & unconditionally undertake to pay to the Purchaser on demand without any demur the sum of *(currency/amount)* (in words) being ten percent of the Order / Contract price in the event of the Contractor failing to fulfill any of the terms and conditions of the said Order / Contract.

We, the Surety, do hereby agree that the Purchaser shall be the sole judge to decide whether the Contractor has committed a breach of any of the terms or conditions of the said Order / Contract and that the decision of the Purchaser will be final and binding on the Surety. The Purchaser and the Contractor shall be at a liberty to carry out any modifications in the said Order / Contract during the currency of the said Order / Contract and any extensions thereof and any such modifications will be duly intimated to the Surety. Any accounts settled between the Contractor and the Purchaser shall be conclusive evidence against the Surety of the amount due and shall not be questioned by the Surety.

We, the Surety, further agree that the guarantee herein contained shall remain in full force and effect for a period that would be taken for completion of the Order / Contract, by the Contractor under the said Order / Contract and that the guarantee shall continue to be enforceable till all the obligations under or arising by virtue of the said Order / Contract have been fully discharged by the Contractor till the Purchaser certifies in writing that the terms and conditions of the said Order / Contract have been fully and properly carried out by the said Contractor, We, the Surety, further undertake not to revoke this guarantee during the currency of the same except with the previous consent of the Purchaser in writing.

We, the Surety, further agree that liabilities and obligations of the Surety arising under or by virtue of this bond shall not be discharged by any variation of the terms or conditions of the said Contractor by any grant of time given or any indulgence shown by the Purchaser to the Contractor. It is agreed that the liabilities under this guarantee shall not exceed *(currency / amount)* (In words).

This guarantee shall remain in force till \_\_\_\_\_ unless a claim or demand is made on us in writing on or before (validity + --- weeks), we will be relieved and discharged from all liability thereunder.

This guarantee shall be governed by Indian laws and the Courts at Mumbai, India alone shall have the jurisdiction.





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

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

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

**SECTION 3 : "PENALTIES FOR SPYING"**

If any per unlawfully -

- a) approaches, inspects, passes over or is in the vicinity of any clear place; or
- b) make any sketches intended to be directly or indirectly useful to an enemy ; or
- c) obtains, collects, records or communicates to any other person any secret official code shall be liable for imprisonment of 14 years in case of Defence Installation.

**SECTION 4 : "COMMUNICATION WITH FOREIGN AGENTS"**

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

**SECTION 5 : "WRONGFUL COMMUNICATION OF INFORMATION"**

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

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

**SECTION 6 : "UNAUTHORISED USE OF UNIFORMS"**

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

**SECTION 7 : "INTERFERING WITH OFFICERS OF POLICE"**

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

**SECTION 8 : "DUTY OF GIVING INFORMATION"**

It shall be duty of every person to give on demand to a superintendent of Police or any other Police Officer not below the rank of Inspector, any information in his power relating to an offence under this Act.

If any person fails to give such information, shall be punishable with imprisonment to 3 years or fine or with both.

**SECTION 9 : "INCITEMENT"**

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

**SECTION 10 : "PENALTY FOR HARBOURING SPIES"**

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

**SECTION 11 : "SEARCH WARRANTS"**

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

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**Enclosure – 10**

**A) LOADING FACTORS FOR RANKING OF BIDS**  
(ILLUSTRATIVE FORMAT)

**A**

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

**B. Loading due to variations in Financial Term .**

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

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

11	Security Deposit / Contract performance guarantee.			
12	Equipment Performance guarantee			
13	Additional delivery period sought over stipulated period as per Tender			
14	Additional time sought for supplying binding data.			
15	Liquidated damages per week rate / maximum ceiling			
16	Warranty / Guarantee			
17	Cost (ex-MDL) excluding taxes & duties after loading for variations on account of financial and commercial terms.	Sr.Nos. 10 + 11 + 12 + 13 + 14 + 15 + 16		
<b>D. Landed Cost:</b>				
18	Taxes & Duties			
19	Landed Cost	Sr. Nos. 17 + 18		

**Note :**

- a) Evaluated Bid Value for the purpose of ranking and determination of L-1 Bid shall be the value arrived at Sr.No.19 of the table above.
- b) Bidders are required to quote the amounts of Taxes and Duties as applicable separately, duly indicating the base amount and the applicable rate, under each of the heads. Set off on any taxes and duties shall not be considered for ranking of bids.
- c) Supplier / contractor will not be entitled to any increase in rate of taxes occurring during the period of extended delivery completion schedule if there is delay in supplies / completion attributed to him. However if there is a decrease in taxes, the same must be passed on to MDL.
- e) Wherever all inclusive prices are quoted by the Tenderer(s) and accepted without bifurcation of tax elements, no escalation shall be considered in respect of any variations in statutory levies arising subsequently since the base figures do not exist in the order/ contract.
- e) It is clarified that Bank charges to be incurred for opening, amending LCs, Demand Drafts are excluded while carrying out evaluation of Bids to determine L1 Supplier.

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**PROFORMA BANK GUARANTEE FOR BID BOND / EMD**

WHEREAS M/s \_\_\_\_\_ intend to submit a tender (herein after called the Tender) to M/s Mazagon Dock Limited ( hereinafter called the Company) for the invitation to tender by MDL vide reference no.: \_\_\_\_\_ dated: \_\_\_\_\_ for the requirement of \_\_\_\_\_ ( items/services/civil works etc.)

Now, by this letter, we the undersigned (*Bank's Name and address*) whose registered office is at: \_\_\_\_\_ bind ourselves unconditionally and irrevocably for payment to the Company of the sum of (currency / amount) as Earnest Money Deposit to indemnify MDL in case of default. The conditions of the above obligations are such that if M/s \_\_\_\_\_ shall not keep their Bid being submitted to the Company as set forth in the instructions to Bidder valid and unaltered until \*\*\* months from the due date \_\_\_\_\_ of the tender, viz. \_\_\_\_\_ refused to sign a formal agreement in accordance with the terms of the tender or after having signed the agreement does not perform the ORDER / CONTRACT, then this obligation remains in full force and effect, Other wise to be null and void.

In case this obligation is effective, we, (*Bank's Name*) undertake to pay to M/s. Mazagon Dock Limited any amount upto the above indicated sum, upon written request, without any demur or protestation and without reference to M/s \_\_\_\_\_ within 15 days from the date of such demand in any manner in which the Company may direct and also without the necessity of instituting and proceeding whether judicial or otherwise, at any time upon the ORDER / CONTRACT committing any one or more of the following:

- (a) Withdraws his tender during the validity period or any extension sought / granted thereof, or
- (b) If the ORDER / CONTRACT varies or modifies his bid in a manner not conforming to dTender Conditions and / or not acceptable to the Company during the validity period or any extension of the validity duly agreed to by the bidder, or
- (c) If a bidder whose offer has been accepted fails to furnish Security Deposit within fifteen days of award of the ORDER / CONTRACT or by the date Mutually agreed to whichever is later.

We, (*Bank's Name*), agree that our liability to pay is not dependant on conditions on your proceedings against the ORDER / CONTRACT and we shall be liable to pay an amount not exceeding the aforesaid amount as and when demanded by you merely on claim being raised by you and even before any legal proceedings are taken against the ORDER /CONTRACT.

We, (*Bank's Name*) , undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. The guarantee herein contained shall not be revocable by notice or by reasons of dissolution or winding up of the business of the ORDER / CONTRACT or any change in the constitution or composition of the ORDER / CONTRACT.

This guarantee shall remain valid, in case the Tender is accepted, until the due performance of the ORDER / CONTRACT resulting from such acceptance inclusive of furnishing Security Deposit in a manner specified by the Company and in any other case until \_\_\_\_\_ unless a claim or demand is made on us in writing on or before (validity + ---- weeks), we will be relieved and discharged from all liability thereunder.

We, (*Bank's name*) have power to issue guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do so under the Power of Attorney dated \_\_\_\_\_ granted to him by the Bank.

This guarantee shall be governed by Indian laws and the Courts at Mumbai, India alone shall have the jurisdiction.

Date: \_\_\_\_\_ Signature of a person duly authorized to sign  
On behalf of the Bank, with Seal of the Bank

\* INDIGENOUS SUPPLIERS TO SUBMIT THIS EMD ON NON-JUDICIAL STAMP PAPER OF Rs. 100/- FROM NATIONALISED / SCHEDULED BANK ONLY.

**Undertaking of Authenticity for IT Products Supplies**

To,

I.T. Purchase Section  
 Mazagon Dock Limited  
 Dockyard Road, Mazagon  
**Mumbai – 400 010**

Sub : Supply of IT Hardware / Software – Desktops and Servers

Ref : 1) Your Purchase Order No.  
Dated \_\_\_\_\_.  
 2) Our Quotation No. / Invoice No \_\_\_\_\_ Dated  
\_\_\_\_\_.

With reference to the Desktops and Servers being supplied / quoted to you vide our Invoice No. / Quotation No. / Order No. cited above.

We hereby undertake that all the components / parts / assembly / software used in the Desktops and Servers under the above like Hard Disk, Monitors, memory etc., shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly / software are being used or shall be used.

We also undertake that in respect of licensed operating system if asked for by you in the Purchase Order, the same shall be supplied along with the authorized license certificate (e.g. Product Keys on Certification of Authenticity in case of Microsoft Windows Operating System) and also that it shall be sourced from the authorized source (e.g., Authorized Microsoft) Channel in case of Microsoft Operating System).

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaken at the time of delivery / installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with above at the time of delivery or during installation, for the IT Hardware / Software already billed, we agree to take back the Desktops and Servers without demur, if already supplied and return the money if any paid to us by you in this regard.

We (system OEM name) also take full responsibility of both Parts & Service SLA as per the content even if there is any defect by our authorized Service Centre / Reseller / SI etc.

\* Authorized Signatory

Name

Designation

Place

Date

**\* The authorized signatory should not be lower than the company secretary of the system OEM.**