

SEVENTEENTH REPORT

COMMITTEE ON PETITIONS

(SEVENTEENTH LOK SABHA)

MINISTRY OF DEFENCE

(DEPARTMENT OF DEFENCE PRODUCTION)

(Presented to Lok Sabha on 12.2.2021)



**LOK SABHA SECRETARIAT
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COMPOSITION OF THE COMMITTEE ON PETITIONS

(2020-21)

Dr. Virendra Kumar - *Chairperson*

MEMBERS

2. Shri Anto Antony
3. Shri Hanuman Beniwal
4. Shri Harish Dwivedi
5. Dr. Sukanta Majumdar
6. Shri Sanjay Sadashivrao Mandlik
7. Smt. Anupriya Patel
8. Dr. Bharati Pravin Pawar
9. Shri P. Ravindhranath
10. Shri Brijendra Singh
11. Shri Sushil Kumar Singh
12. Shri Manoj Tiwari
13. Shri Prabhubhai Nagarbhai Vasava
14. Shri Rajan Vichare
15. Vacant

SECRETARIAT

- | | | |
|----------------------------|---|---------------------|
| 1. Shri T.G. Chandrasekhar | - | Joint Secretary |
| 2. Shri Raju Srivastava | - | Director |
| 3. Shri G.C. Dobhal | - | Additional Director |
| 4. Shri Harish Kumar Sethi | - | Executive Officer |

(ii)

SEVENTEENTH REPORT OF THE COMMITTEE ON PETITIONS

(SEVENTEENTH LOK SABHA)

INTRODUCTION

I, the Chairperson, Committee on Petitions, having been authorised by the Committee to present on their behalf, this Seventeenth Report (Seventeenth Lok Sabha) of the Committee to the House on the representation of Shri Yogesh Sarda alleging consideration of ineligible bidder, i.e., M/s. Mehta Tubes Limited by Mazagon Dock Shipbuilders Limited by awarding of Contract(s) and Tender(s) for procurement of Cu-Ni Pipes and Copper Pipes of Project P15B and other important issues related therewith.

2. The Committee considered and adopted the draft Seventeenth Report at their sitting held on 8 February, 2021.

3. The observations/recommendations of the Committee on the above matters have been included in the Report.

NEW DELHI;

DR. VIRENDRA KUMAR,
Chairperson,
Committee on Petitions.

8 February, 2021

26 Pausa, 1942 (Saka)

REPORT

REPRESENTATION OF SHRI YOGESH SARDA ALLEGING CONSIDERATION OF INELIGIBLE BIDDER, i.e., M/s. MEHTA TUBES LIMITED BY MAZAGON DOCK SHIPBUILDERS LIMITED BY AWARDING OF CONTRACT(S) AND TENDER(S) FOR PROCUREMENT OF Cu-Ni PIPES AND COPPER PIPES OF PROJECT P15B AND OTHER IMPORTANT ISSUES RELATED THEREWITH.

Shri Yogesh Sarma submitted a representation dated 3.7.2020 alleging consideration of ineligible bidder, i.e., M/s. Mehta Tubes Limited by the Mazagon Dock Shipbuilders Limited by awarding of contract(s) and Tender(s) for procurement of Cu-Ni Pipes and Copper Pipes of Project P15B and other important issues related therewith (Annexure I).

2. The representationist, in his representation *inter-alia* stated that he came to know that a Technically Disqualified Bidder was qualified by the Mazagon Dock Shipbuilders Limited, a Government of India Undertaking of the Ministry of Defence, for supply of Cu-Ni Pipes and Copper Pipes of Project P15B. Since procurement in the Defence from technically and financially disqualified bidder would tantamount to compromising with the security of the Nation, it is more a serious matter rather than qualifying any disqualified bidder in tendering process by adopting favouritism.

3. The representationist has also alleged that it is a violation of the Guidelines and Instructions of the Government of India and the Central Vigilance Commission, New Delhi, as well. The representationist, therefore, requested to intervene and take suitable action in the matter.

4. The Committee on Petitions took up the representation for examination under Direction 95 of the Directions by the Speaker, Lok Sabha. Accordingly, the representation received from Shri Yogesh Sarma was forwarded to the Ministry of Defence (Department of Defence Production) and the Mazagon Dock Shipbuilders Limited for furnishing their initial comments on the issues raised therein.

5. In response thereto, the Ministry of Defence (Department of Defence Production) vide their communication dated 27 July, 2020 while forwarding the point-wise submission of the Mazagon Dock Shipbuilders Limited dated 17.7.2020 on the issues/points raised in the representation, stated as under:-

"The issue has been examined by the Ministry and it has emerged that M/s. Mehta Tubes Limited has been qualified by Mazagon Dock Shipbuilders Limited (MDL) after due diligence. Additional time was provided by MDL as stipulated to all Vendors to submit documents which were deficient as per tender requirements. MDL has submitted that M/s. Mehta Tubes Limited was able to submit all required documents in the given time and had met all qualification criteria."

6. The point-wise comments of the Mazagon Dock Shipbuilders Limited as forwarded by the Ministry of Defence (Department of Defence Production) vide their communication dated 27.7.2020, on the issues/points raised in the representation are as under:-

- (a) We have scrutinised the tender file and found that technical scrutiny of the bids and qualification of offer of M/s. Mehta Tubes Limited was carried out in accordance with tender provisions only. The allegations made by Shri Yogesh Sarda were factually incorrect.*
- (b) The Tender Number and Tender ID is correct but the Bid ID of M/s. Mehta Tubes Limited is 352480 submitted on 26.12.2019.*
- (c) Clause 3(a) Section-I of the Tender indicates only the documents a bidder should submit along with their offer. it does not have any provision of rejection of bid in case any of the document a bidder fails to submit along with their offer.*
- (d) Bid Rejection Criteria is indicated in the subsequent Clauses divided in to two parts, viz., 'Categorical Rejection Criteria' and 'Liable Rejection Criteria', Clause 5(a) & 5(b)*
- (e) Bids not complying tender terms of 'Categorical Rejection Criteria' are straightway rejected.*
- (f) As regards to the bids not complying with 'Liable Rejection Criteria' are provided certain time generally not exceeding three weeks period to submit deficient documents, withdraw unacceptable deviations if any, provide clarifications on the documents submitted, etc. Based on urgency of items under purchase, the time limit is given uniformly to all the bidders to comply with the deficiencies.*

- (g) The bid of M/s. Mehta Tubes Limited was falling under 'Liable Rejection Criteria' hence the firm was advised to submit the deficient documents and the same were received from the firm within specified time limit.
- (h) Post submission of the said documents, bid of M/s. Mehta Tubes Limited was qualified.
- (i) As per Tender Clause 5(b)(i) of Section-I, bidders are given an opportunity to submit deficient documents with a purpose to inculcate competition in the bidding process.
- (j) All the bidders whose bids were incomplete were advised to submit deficient documents within stipulated time else their offer is liable for rejection. M/s. Mehta Tubes Limited was one of such bidders, later on, submitted Audited Balance Sheet of 2018-19 and the same was scrutinised by the Authority before qualifying their bid.
- (k) Since non-submission of Audited Balance Sheet along with offer itself was not falling under 'Categorical Rejection Criteria', M/s. Mehta Tubes Limited was given time to submit the same within specified time post tender opening.
- (l) The present bid is for supply of Cu-Ni pipes and Copper Pipes. Neither the PQ criteria nor the Bid Rejection Criteria indicates that bidders who have not supplied Cu-Ni Pipes would be rejected.
- (m) It is a general instruction to the bidder to submit order copies and their work completion certificates with reference to the items/services similar to the tendered requirement.
- (n) Non-submission of PO copies and work done certificates along with offer was not falling under 'Categorical Rejection Criteria'. Therefore, as per Tender Clause 5(b)(i) of Section-I, deficient documents were obtained from the firm post tendering and within stipulated period. Such opportunity was given to all the bidders whose bids were incomplete. This was done for observance of equity and equal opportunity to all participating bidders.
- (o) M/s. Mehta Tubes Limited has submitted a copy of PO No.MGL/C&P/4500004428/2017-18/PP dated 06.02.2018 placed by M/s. Mahanagar Gas Limited of value Rs.58,11,600/- and along with work completion certificate vide e-mail dated 04.03.2020.

- (p) *M/s. Mehta Tubes Limited have supplied Copper Pipes to the Mazagon Dock Shipbuilders Limited itself against PO Nos.3050002838 dated 09.10.2019 (Value: Rs.13,88,568/-) and PO No.3050002474 dated 01.11.2018 (Value: Rs.8,26,920/-).*
- (q) *M/s. Mehta Tubes Limited also supplied Cu-Ni pipes to MDL against PO No.3030001157.*
- (r) *Hence, as per commercial pre-qualification criteria, MDL had PO copies along with Work Completion Certificate of value Rs.80,27,088/- as against PQ requirement of Rs.22.50 lakh for the last three years period.*
- (s) *Firm was, therefore, qualified by the Tender Scrutiny Committee.*
- (t) *As per tender Clause No.3 (a) (viii) of Section I, bidders were to submit the confirmation of having read and understood the instructions indicated at Section I and mandatory terms and conditions mentioned at Section II.*
- (u) *During scrutiny of the offers, firm was asked vide e-mail dated 31.01.2020 to submit the said declaration and the same was submitted by the firm on same day vide e-mail dated 31.01.2020.*
- (v) *As per the requirement, bidders had to submit the PO copies of supplies of last 03 years instead of similar supplies.*
- (w) *Hence, as per commercial pre-qualification criteria MDL had PO copies along with work completion certificate of value Rs.80,27,088/- against requirement of Rs.22.50 lakh from M/s. Mehta Tubes Limited.*
- (x) *As per clarification mentioned above, it is explicitly clear that the tender was evaluated in accordance with tender terms and found meeting all PQ criteria hence accepted."*

7. During the detailed examination of the issues/points raised in the representation and on the basis of the comments of the Ministry of Defence (Department of Defence Production) and Mazagon Dock Shipbuilders Limited, the Committee desired to know as to whether the Ministry have ever noticed that Clause 5(a) and (b) have been ingeniously drafted, which do not convey the same meaning to the Bidders as it has now been submitted before the Committee and if so, the procedural improvements proposed to be introduced by the Mazagon Dock Shipbuilders Limited, in their Tender Documents by

removing all such deficiencies and ambiguities. The Ministry of Defence (Department of Defence Production), in their written reply, submitted:-

"The 'Categorical Rejection Criteria' stipulated in Clause 5(a) and 'Liable for Rejection Criteria' under Clause 5(b) are incorporated in the Tender document in accordance with the Guidelines of Purchase Manual of the Organisation.

The terms falling under 'Categorical Rejection Criteria' are the basic requirements of the Tender such as, timely filing of Tender on e-portal, submission of EMD, acceptance of provisions of PPP Make in India and dealing with the debarred bidders, etc., which are applicable for total compliance and are non-negotiable. Therefore, bids not complying tender terms of 'Categorical Rejection Criteria' are straightway rejected.

The terms falling under 'Liable to Rejection Criteria' are for the information, observance, adherence, compliance to the tender terms for which opportunities are provided to the bidders/reconciliation measures are taken for acceptance of the bids towards promoting the competition and bringing economy in procurement. Straightway rejection on the non-compliance of the terms under 'Liable to Rejection Criteria' may likely to result into procurement on non-competitive basis and may be classified restrictive also. Therefore, bidders are informed in advance in the respect of these binding conditions in the Tender and they are given optimum opportunity during technical evaluation to bring them techno-commercially at par prior to opening of price bids. As such the bids falling under 'Liable to Rejection Criteria' are provided certain time generally not exceeding three weeks period to submit deficient documents, withdraw unacceptable deviations, if any, provide clarifications on the documents submitted, etc. Based on urgency of items under purchase the time limit is given to all bidders to comply with the deficiencies.

In case any of the bidders have any queries about any of the Tender Clause(s) including Clauses 5(a) & 5(b), they were free to contact the concerned Authorities whose contact details are mentioned at Tender Clause 17 of Section I. This Clause specifically states that bidders should contact the concerned Authorities in case of any clarifications. No bidder has raised any queries/raised clarifications on referred issue."

8. When asked by the Committee about the number of bids received by the Mazagon Dock Shipbuilders in response to Tender No. 1600000822 for the procurement of Cu-Ni Pipes and Copper Pipes of Project P15B, the Ministry of Defence (Department of Defence Production), in their written reply, submitted:-

"Total 10 numbers of bids were received by the Mazagon Dock Shipbuilders in response to Tender No.1600000822 for the procurement of Cu-Ni Pipes and Copper Pipes of Project P15B."

9. The Committee, thereafter, desired to know the relevant details about the numbers of firms which were categorised to be falling under 'Liable Rejection Criteria' and/or the 'Categorical Rejection Criteria', besides M/s. Mehta Tubes Limited. The Ministry of Defence (Department of Defence Production), in their written reply, submitted:-

"Besides, M/s. Mehta Tubes Limited, following nine (09) firms were also categorised to be falling under 'Liable Rejection Criteria'. One (01) firm was falling under Categorical Rejection Criteria:-

Firms falling under 'Liable Rejection Criteria'

Sl. No.	Name of the Firm	Deficiencies noticed in the Bids
1.	M/s Antriksh Metal Corporation	Firm did not submit make of pipe, manufacturing process, details of previous supply, 'draft Quality Assurance Plan (QAP). Firm quoted deviation to warranty period.
2.	M/s Eckhardt Steel & Alloys	Firm did not submit make of pipe, manufacturing process, details of previous supply, draft QAP.
3.	M/s Fuji Technical Services	Firm did not submit make of pipe, manufacturing process, details of previous supply & draft QAP. Firm has quoted deviation towards Eddy current test and NES standard for dimensions of pipe which was not acceptable to MDL.
4.	M/s Jaydeep Tubes Pvt. Ltd.	Firm did not submit make of pipe, manufacturing process, clause wise compliance of TSP, draft QAP.
5.	M/s Max Forge	Firm did not submit make of pipe, manufacturing process, conformity certificate duly filled, signed and stamped, deviation form duly filled in, clause-wise compliance to TSP, details of previous supply and draft QAP.

6.	M/s Mehta Tubes	Firm did not submit make of pipe, manufacturing process and draft QAP.
7.	M/s Mercure Metal & Alloys	Firm did not submit make of pipe, deviation form, duly filled in, clause-wise compliance of TSP and draft QAP.
8.	M/s Multimetals Ltd.	Firm did not submit make of pipe, manufacturing process, clause-wise compliance of TSP and draft QAP.
9.	M/s Vishwa Corporation	Firm did not submit make of pipe, manufacturing process, conformity certificate duly filled & signed, clause-wise compliance of TSP and draft QAP.

Firms falling under 'Categorical Rejection Criteria'

1.	M/s Samyang Metal Ind. Co. Ltd., Busan	Firm did not submit EMD nor submitted valid document which entitles EMD exemption.
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10. On being enquired about the details of time given to the Firm(s) falling under the 'Liable Rejection Criteria' to submit the deficient documents, the Ministry of Defence (Department of Defence Production), in their written reply, submitted:-

"Technical Negotiation Committee (TNC) who has been entrusted for technical scrutiny, evaluation of bids, assessment of Technical acceptance/rejection gave optimum time and opportunity to all the bidders to obtain further clarifications/confirmation on submitted documents.

The details are as under:-

Sl. No.	Firm	Date of Issuing advisory to the Firm for submission of deficient documents	Date of submitting deficient documents by the Firm
1.	M/s Antariksh Metal Corporation	16/01/2020 (First intimation), 21/01/2020 (Reminder-I), 23/01/2020 (e-mail id provided by vendor was incorrect hence queries resent on new id) 28/01/2020 (Additional time granted) 31/01/2020 (Clarifications sought on submitted documents and reminded to submit deficient documents)	23/01/2020 (Firm conveyed their new email-id) 28/01/2020 (Additional 7 days time requested by the firm for submission of documents), 31/01/2020 (Firm submitted their clarifications but did not submit any document) 05/02/2020 (Clarifications & documents partially

		<p>03/02/2020 (Reminder to submit dealership certificate, removal of deviation)</p> <p>06/02/2020 (Reminder for dealership certificate, PO copies, draft QAP)</p> <p>10/02/2020 (Reminder)</p> <p>13/02/2020 (Reminder)</p>	<p>received)</p> <p>05/02/2020 (Firm stated that they are dealer of M/s. Shree Extrusion Ltd., Okla but did not submit any document.)</p> <p>No response from firm. Neither submitted any documents nor asked for additional time.</p>
2.	M/s Eckhardt Steel & Alloys	<p>16/01/2020 (First intimation for documents & clarifications)</p> <p>29/01/2020 (Reminder)</p> <p>31/01/2020 (Clarifications sought on submitted documents and reminded to submit deficient documents)</p> <p>26/02/2020 (Verification from Manufacturer about Dealership)</p>	<p>20/01/2020 (Clarifications provided, documents pending)</p> <p>31/01/2020 (Documents partially received)</p> <p>04/02/2020 (Submitted clarifications/ documents)</p> <p>29/02/2020 (verification of dealership received from manufacturer)</p>
3.	M/s Fuji technical Services	<p>16/01/2020 (First intimation for documents & clarifications)</p> <p>23/01/2020 (Reminder)</p> <p>28/01/2020 (Firm was advised to withdraw deviations and submit pending documents)</p> <p>31/01/2020 (Clarifications sought on submitted documents and reminded to submit deficient documents)</p> <p>11/02/2020 (Reminder)</p>	<p>20/01/2020 (Additional time requested)</p> <p>24/01/2020 (Clarifications provided, documents partially received, firm indicated testing deviations against TSP)</p> <p>No response from firm. Neither submitted any documents nor asked for additional time.</p>
4.	M/s Jaydeep Tubes Pvt. Ltd	<p>16/01/2020 (First intimation for documents & clarifications)</p> <p>31/01/2020 (Clarifications sought on submitted documents and reminded to submit deficient documents)</p> <p>13/02/2020 : MDL reminded the firm to accept standard payment terms</p> <p>03/03/2020 : Firm was advised to submit work completion certificates (WCC) for the POs submitted.</p>	<p>18/01/2020 (Received technical documents)</p> <p>05/02/2020 (Clarifications & documents received)</p> <p>13/02/2020 (Standard Payment Terms accepted.)</p> <p>04/03/2020 (WCC received)</p>

5.	M/s Max Forge	16/01/2020 (First intimation for documents & clarifications) 21/01/2020 (Reminder-I) 27/01/2020 (Reminder-II) 28/01/2020 (Reminder for balance documents, queries on submitted documents) 31/01/2020 (Clarifications sought on submitted documents and reminded to submit deficient documents).	28/01/2020 (Clarifications & documents partially received) 28/01/2020 (Firm confirmed that PO copies are not in their name) No response from the Firm.
6.	M/s Mehta Tubes Ltd.	16/01/2020 (First intimation for documents & clarifications) 31/01/2020 (Clarifications sought on submitted documents and reminded to submit deficient documents) 03/03/2020 : Firm was advised to submit work completion certificates (WCC) for the POs submitted.	17/01/2020 (Clarifications & documents received) 31/01/2020 (Clarifications & deficient documents received) 04/03/2020 (WCC received)
7.	M/s Mercure Metal & Alloys	16/01/2020 (First intimation for documents & clarifications) 31/01/2020 (Clarifications sought on submitted documents and reminded to submit deficient documents) 03/03/2020 : Firm was advised to submit work completion certificates (WCC) for the POs submitted.	19/01/2020 (Received technical clarifications & documents) 04/02/2020 (Received) 04/03/2020 (WCC recd)
8.	M/s Multimetals Ltd.	16/01/2020 (First Intimation for documents & clarifications) 31/01/2020 (Clarifications sought on submitted documents and reminded to submit deficient documents).	21/01/2020 (Received) 03.02.2020 (Received)
9.	M/s Vishwa Corporation	16/01/2020 (First intimation for documents & clarifications) 21/01/2020 (Reminder) 23/01/2020 (Reminder for balance documents) 31/01/2020 (Clarifications sought on submitted documents and reminded to submit deficient documents).	23/01/2020 (Partial documents & clarifications received) 11/02/2020 (Clarifications/ documents received. Firm didn't agree to some of the tender terms (viz., Warranty clause, Performance Bank Guarantee clause, Security Deposit clause)

10.	M/S Samyang Metal, S.Korea	Categorically rejected since offer received without EMD.
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11. On being further enquired about the details of documents submitted by M/s. Mehta Tubes Limited, after falling under the category of 'Liable Rejection Criteria', the Ministry of Defence (Department of Defence Production), in their written reply, submitted:-

- "(1) M/s. Mehta Tubes Limited was asked vide e-mail dated 16.01.2020 to submit the following technical clarifications/pending documents as follows, by 20.01.2020:-
- (a) Details of Make of Pipe; Manufacturing Process and Draft QAP.
 - (b) Bidder Nature of Business, i.e., whether Manufacturer/ Authorised Dealer.
 - (c) Supplied pipes be of standard length of 5.0 to 6.0 meters.
 - (d) Pipe supplied should not be more than one year old from the date of manufacturing.
 - (e) Whatever tests have been asked in the TSP would be covered in Mill TC. If any test not covered in Mill TC, then bidder has to carry out those tests separately and submit test report for the same.
 - (f) All Certificates as per TSP would be submitted in original. If original certificates cannot be produced, then all certificates shall be attested/authenticated by manufacturer.
 - (g) Submission of QAP to MDL for approval within 01 week from date of receipt of PO. Any comment received from MDL shall be attended within 01 week after receipt of comment. Any delay in resubmission of QAP after receipt of comment would be on suppliers account.
 - (h) Requesting Bidder to indicate the earliest possible delivery period (in weeks) from the date of QAP approval for all yards separately.
 - (i) Confirmation that items supplied should be guaranteed/warranted for 24 month after delivery of item or 12 month post commissioning of ship, whichever is later.

- (2) *M/s. Mehta Tubes Limited vide e-mail dated 17.01.2020 submitted the technical clarifications and pending technical documents.*
- (3) *In addition to above, M/s. Mehta Tubes Limited was also requested for the following clarifications/ documents vide e-mail dated 31.01.2020.*
- (a) *Audited/certified balance sheet, Profit/ Loss account for FY 2018-19.*
- (b) *Confirmation of having read and understood the instructions to the bidder indicated at Section I and mandatory terms and conditions mentioned at Section II.*
- (c) *Declaration of Local Content.*
- (d) *Acceptance of Price Variation Clause as per the Tender.*
- (4) *Firm submitted above stated documents on 31.01.2020.*
- (5) *WCC for PO copies were asked on 03.03.2020 and received on 04.03.2020."*

12. The Committee, thereafter, specifically, enquired as to whether M/s. Mehta Tubes Limited, had submitted the Work Completion Certificate(s) with reference to the items/services similar to the tendered requirement as required under Clause 3(a)(iv) of the Tender Document, the Ministry of Defence (Department of Defence Production), in their written reply, submitted:-

"The present tender was for supply of Cu-Ni pipes and Copper Pipes and value of supplies of Rs.22.50 lakh during the last 3 years alongwith completion certificate was sought under commercial criteria. The PO copies submitted by M/s. Mehta Tubes were of value Rs.22.15 lakh as against requirement of Rs.22.50 lakh. Firm was advised on 03.03.2020 to submit additional PO copies if any with WCC. Firm on 04.03.2020 submitted additional PO copies of value Rs.58.11 lakh with WCC."

13. When the Committee desired to know about the value of Cu-Ni Pipes supplied by M/s. Mehta Tubes Limited, against PO No.3030001157, the Ministry of Defence (Department of Defence Production), in their written reply, submitted that the value of Cu-Ni pipes supplied against PO No. 3030001157 is Rs.3,28,190.40 plus taxes.

14. The Committee, thereafter, desired to know the relevant details and the action taken by the Authorities concerned on the reports of malpractices in the procurement and awarding of contracts and tenders by the Mazagon Dock Shipbuilders Limited. In response thereto, the Ministry of Defence (Department of Defence Production), in their written reply, submitted:-

"MDL is having established procurement system and sound mechanism for grievance redressal and checks & balances for monitoring, procurement and awarding of contracts and tenders as per Purchase Manual Guidelines. There is no report of malpractices since last two years in the organisation. Also, continuous measures for systemic improvements in procurement processes are being taken from time to time to improve transparency and minimise ambiguity."

15. On being asked by the Committee as to whether there are any instances of retiring senior officials from the Mazagon Dock Shipbuilders Limited, joining lucrative posts with the Private Companies/Firms with which they had commercial dealings during their service in MDL, the Ministry of Defence (Department of Defence Production), in their written reply, submitted:-

"It is observed from the records that Retired Admiral R K Shrawat ex-CMD has joined Naval Group India, Commander P R Raghunath, ex-D(S) has joined M/s. L&T and Shri A.J Das, ex-ED(SB-D) has joined Shoft Shipyard Pvt. Ltd., after their relieving from MDL.

Retired Admiral R K Shrawat was Chairman & Managing Director from 29/02/2012 and superannuated from MDL on 31/12/2016. He joined M/s. Naval Group India on 01/01/2018 which was beyond the period of one year specified in DPE Guidelines under the head "Restriction on post-retirement employment".

Commander P.R. Raghunath was Director Shipbuilding from 2011 to Feb 2017. He resigned from MDL on 27/02/2017 and joined M/s. L&T on 02/04/2018 which was beyond the period of one year specified in DPE Guidelines under the head "Restriction on post retirement employment".

Shri. A.J. Das was GM (Design), GM (QA) and ED (SB-Design), i.e., below Board Level Executive. He served MDL from 04/09/1980 and superannuated from MDL on 31/12.2018. He has informed MDL in March 2019 that he is keen to take up an employment in M/s. Shoft Shipyard Pvt. Ltd. He was not involved with any commercial dealings with M/s. SSPL during his service in MDL.

Note: Rule position on Restrictions on top level executives of Public Sector Enterprises (CPSEs) joining Private Commercial Undertakings after retirement is attached (Annexure II)."

16. The Ministry of Defence (Department of Defence Production) vide their communications dated 27.7.2020 and 16.11.2020 submitted as under:-

- "(a) The said Tender is cancelled and scrapped on 17 Aug 2020 as L1 bidder M/s. Mehta Tubes Limited formally informed vide email dated 13.07.2020 about their inability to accept/execute the order at quoted price citing the reason of increase in raw material price.*
- (b) In addition to M/s. Mehta Tubes Limited, Shri Yogesh Sarda had also submitted the representation in Lok Sabha against M/s. Mercure Metals & Alloys Pvt. Ltd., for same Tender on 03 July, 2020, which was received in MDL on 31 July, 2020.*
- (c)The infirmities in the initial submissions by the firms fell under the 'Liable to Rejection Criteria' and thus the firms were not rejected at the outset itself for non-compliance, as rejection at this stage would have restricted the number of vendors and hindered the procurement on competitive basis. Further, MDL has informed that the said Tender has now been cancelled....."*

17. In connection with the comprehensive examination of the instant representation of Shri Yogesh Sarda, the Committee on Petitions took oral evidence of the representatives of the Ministry of Defence (Department of Defence Production) on 28 December, 2020. During the oral evidence, the representatives of the Ministry of Defence (Department of Defence Production) while reiterating their earlier position in the matter, deposed before the Committee as under:-

- (i) The said tender is cancelled and scrapped on 17 August, 2020 as L1 bidder M/s. Mehta Tubes Limited formally informed vide e-mail dated 13.07.2020 about their inability to accept/execute the order at quoted price citing the reason of increase in price of raw material.*
- (ii) The work of the Project which is already under progress has not been hampered due to cancellation of this Tender as the same was meant only for additional requirements.*
- (iii) Ernest Money deposited by the M/s. Mehta Tubes Limited has been forfeited*

and the said Firm will not be able to participate in the Tender process for the next 3 years.

OBSERVATIONS/RECOMMENDATIONS

Need for improving the Tender process in Mazagon Dock Limited

18. The Committee on Petitions, Lok Sabha while examining the representation of Shri Yogesh Sarda alleging consideration of ineligible Bidder, i.e., M/s. Mehta Tubes Limited, by the Mazagon Dock Shipbuilders Limited, by awarding of Contract(s) and Tender(s) for procurement of Cu-Ni Pipes and Copper Pipes of Project P15B, have meticulously analysed the preliminary comments submitted by Mazagon Dock Shipbuilders Limited, wherein, it was categorically stated that M/s. Mehta Tubes Limited was considered for giving contract in accordance with the tender provisions and the allegations made by the representationist were factually incorrect. The Committee also painstakingly put together the initial comments with the subsequent detailed comments received from the Ministry of Defence as well as Mazagon Dock Shipbuilders Limited in response to the structured List of Points formulated by the Committee on Petitions and forwarded to them for furnishing of appropriate response, wherein, it was surreptitiously stated that the said Tender was cancelled and scrapped as the L1 bidder, namely, M/s. Mehta Tubes Limited formally informed about their inability to accept/execute the order at the quoted price citing reason of increase in price of raw material.

19. The Committee also note that that Clause 3(a), Section-I of the Tender indicates only the documents that a Bidder should submit along with their offer. It does not have any provision of rejection of bid in case any of the document, a Bidder fails to submit along with their offer. The Committee further note that the firms who had not submitted various technical details, viz., the make of pipe, manufacturing process, details of previous supply, clause wise compliance of TSP, draft Quality Assurance Plan (QAP), quoted deviation to warranty period, conformity certificate duly filled, signed and stamped, deviation form duly filled in, etc., and the firms who

had quoted deviation towards Eddy current test and NES standard for dimensions of pipe which were not acceptable to the MDL were placed under the 'Liable Rejection Criteria'.

20. In the aforementioned chronology, the Committee also find that M/s. Mehta Tubes Limited had been shortlisted by Mazagon Dock Shipbuilders Limited for the supply of Cu-Ni Pipes and Copper Pipes of Project P15B. Since all the Bidders whose Bids were incomplete, were advised to submit deficient documents within stipulated time and M/s. Mehta Tubes Limited was also one of such Bidder, later on, submitted the audited Balance Sheet of 2018-19 within the stipulated time and had met all the qualification criteria and the same was scrutinised by the Authority before qualifying their Bid.

21. Going into the various technical aspects of the Tender Document and the Bidding Process, the Committee also find that the bid rejection criteria is broadly divided into two parts viz. 'Categorical Rejection Criteria' and 'Liable Rejection Criteria' and Clause 5(a) & 5(b) are incorporated in the Tender Document in accordance with the Guidelines of the Purchase Manual of the Organisation. The aspects falling under the 'Categorical Rejection Criteria' are the basic requirements of the Tender, such as, timely filing of Tender on e-portal, submission of EMD, acceptance of provisions of PPP Make in India and dealing with the debarred bidders, etc., which are applicable for total compliance and are treated as non-negotiable. The Bids not complying with the terms of the Tender relating to 'Categorical Rejection Criteria' are straightway rejected. The aspects falling under the 'Liable to Rejection Criteria' are for the information, observance, adherence, compliance to the terms of the Tender for which appropriate opportunity are provided to the Bidders so that reconciliation measures are taken for acceptance of the Bids towards promoting the competition and bringing economy in the entire procurement process. Straightway

rejection on the non-compliance of the terms under the 'Liable to Rejection Criteria' could result in procurement on non-competitive basis and could also be classified as restrictive. In such cases, Bidders are informed in advance in respect of these binding conditions in the Tender document and they are given optimum opportunity during the technical evaluation to bring them techno-commercially at par prior to opening of price Bids.

22. Despite the fact that bid rejection criteria is divided into two parts, viz., 'Categorical Rejection Criteria' and 'Liable Rejection Criteria', the Committee are of the considered view that there should be clear distinction with respect to the Bid rejection criteria in terms of 'Categorical Rejection Criteria' and 'Liable Rejection Criteria' in the Tender document so as to avoid any misinterpretation or ambiguity amongst the Bidders. The Committee also observe that Clause 5(a) and 5(b) have been ingeniously drafted, which do not convey the same meaning to the Firms who are participating in the Tender process. In order to obviate the impasse of awarding the contract to a specific Firm and thereafter, rescinding the Tender which is not a welcome step for a premier defence-related Organisation like Mazagon Dock Shipbuilders Limited, the Committee would like to recommend that the Purchase Manual should be formulated in a discernible manner and should not contain such technical terminology which could otherwise be mentioned in a simple manner so that the entire Tender Process is hassle free and more bidder friendly.

23. While acknowledging the need to improve the entire Tender Process system as enumerated in the General Financial Rules as amended, the Committee also recommend the Ministry of Defence (Department of Defence Production) to make the entire Tender Process System transparent, self-contained and hassle free which would enable the bidding Firms to understand the inherent Terms and Conditions of the Tender unambiguously. The Committee further recommend the Ministry to

explore the modalities of evolving a uniform Tender Process System, while keeping in view all the stipulations as enumerated in the Chapter on Tendering Process of the General Financial Rules as amended to be followed by all the Organisations/PSUs under the administrative control of the Ministry. The further consequential action(s) taken in this regard should be informed to the Committee within three months from the presentation of this Report to the House.

Penalty Clause to be incorporated in the Tender Document in case the successful Bidder deviates from the Terms of Contract

24. The Committee note from the submission made by the Ministry of Defence (Department of Defence Production) that the Mazagon Dock Shipbuilders Limited is having established procurement system and sound mechanism for grievances redressal and checks & balances for monitoring, procurement and awarding of contracts and tenders as per their Purchase Manual Guidelines. The Committee also note that various measures for systemic improvements in procurement process are being taken, from time to time, to improve transparency and minimise the ambiguity.

25. Notwithstanding this, the Committee are dismayed to note that the entire Tender Process which ultimately led to scrapping of the said Tender on 17 August 2020 on the premise that the L1 Bidder, i.e., M/s Mehta Tubes Limited had *vide* email dated 13 July, 2020 informed about their inability to accept/execute the order at the quoted price citing the reason of increase in raw material price which has resulted in wastage of resources on the one hand and the probable rigors which they have to face while re-tendering for procurement of specified items for Project P15B on the other hand. The Committee, therefore, urge the Ministry to go through all the related facts to arrive at a logical conclusion to the effect that had the Committee on Petitions not taken up the instant representation for detailed examination, Authorities

of Mazagon Dock Shipbuilders Limited would have awarded this Tender to M/s. Mehta Tubes Limited.

26. On the aspect of withdrawing of any Firm who has been awarded the Tender, the Committee are of the considered view that in case the successful Bidder deviates from the agreed terms after the award of the Contract, it would result in wastage of resources of the Government machinery and unnecessary financial burden on the public exchequer, besides causing avoidable delay in completion of the requisite work/projects. Therefore, in order to put a check on the non-serious Bidders or the Bidders who have been participating in the Tender Process just for the sake of participation, in an Organisation of strategic importance having connotation of National Security, the Committee, therefore, recommend that there should be stringent punitive Clause in the Tender Document to be scrupulously followed by all the Organisations/PSUs under the Ministry of Defence (Department of Defence Production). The Committee would like to apprise of the steps taken or proposed to be taken in this regard within three months from the presentation of this Report to the House.

NEW DELHI;
8 February, 2021
26 Pausa, 1942 (Saka)

DR. VIRENDRA KUMAR,
Chairperson,
Committee on Petitions.

~~e.R-57990~~ 27.2570
~~e.R-56578~~
~~2576~~

ANNEXURE-I

Dated: 03.07.2020

From:
Yogesh Sarda,
C/o Amit Tyagi,
6, New Govind Nagar,
Shahganj, Agra-10

To,
Hon'ble Chairman,
Committee on Petition Loksabha,
Parliament House,
New Delhi-1

Sub: Petition of Humble Petitioner against consideration of ineligible bidder
M/s Mehta Tubes Limited by M/s Mazagon Dock Shipbuilders Ltd (A
Government of India Undertaking) in the procurement of 90/10 Cu Ni
Pipe & Copper Pipe for Project 15B

Hon'ble Sir,

I have come to know about qualifying a Technically Disqualified Bidder by M/s Mazagon Dock Shipbuilders Limited, a Government of India Undertaking in the Ministry of Defense. Since, procurement in the Defense from technically and financially disqualified Bidder would tantamount to compromise with the Defense of the Nation, it is more a serious matter rather than qualifying any disqualified Bidder in tendering process by adopting favouritism. Therefore, I am constraint to approach your kind honour to intervene in the matter. Accordingly, the humble petitioner submits as under:

1. That a tender bearing Bid Id 351805, Tender Reference No. 1600000822 and Tender ID 2019_MDL_79970_1 was floated by M/s Mazagon Dock Shipbuilders Limited, a Government of India Undertaking for procurement of 90/10 Cu Ni Pipe & Copper Pipe for Project 15B, in which the last date for submission of bid was 07.01.2020.
2. It is pertinent to mention that under the said tender document, the Bidder was required to submit following documents as part of Techno Commercial Bid, in addition to other documents:
"Section 1, Page No. 1:
Para 3 (a)
(iii) Audited/certified balance sheet, profit/loss account for past three (03) years.
(iv) Order copies & their work completion certificate with reference to the items/services similar to the tendered requirement.

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14/3

14/7/2020
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Yogesh Sarda
Page 1 of 3
EO (P)

(v) Confirmation of having read and understood the instructions to the Bidder indicated at Sec I and mandatory terms and conditions mentioned at Sec II”.

Further, under the said tender, the bid rejection criteria has been provided under Clause 5 of the Tender, wherein other than criteria for rejection of bid, following criteria of rejection has been provided under Clause 5(b):

“(iv) Bidders not complying the Pre-Qualification criteria stipulated in tender/TSP.

(xvi) Bids received without pre-qualification documents where required as per the tender.

(xxi) Any deviation w.r.t. Section I and Section II of Part-A of the Tender.

A copy of tender document is annexed herewith and marked as **Annexure-A**.

3. That a Bidder namely M/s Mehta Tubes Limited participated in the said bidding process. It is pertinent to mention that in accordance with the terms & conditions, the Bidder was required to submit certified Balance Sheet for past 03 years (i.e. 2016-17, 2017-18 and 2018-19) as the bid was floated in December, 2019. However, the Bidder instead of submitting audited balance sheets for the past 03 years, submitted balance sheet for 2015-16, 2016-17 and 2017-18. Therefore, the Balance Sheet and financial accounts for 2018-19 was not submitted by the Bidder. Thus, the very condition for submission of requisite documents was not fulfilled. However, the Authorities ignored it and qualified the Bidder against the explicit terms & conditions of the bid document.
4. That present bid pertains to supply of Cupronical Pipes, which is specialized product for Defense. Therefore, the tender condition required from Bidder to submit “order copies and their work completion certificates with reference to the items/services similar to the tendered requirement”. The Bidder M/s Mehta Tubes Limited submitted only PO copy of Cupronical Pipes at Page No. 61-70. It is pertinent to mention that the said PO is neither signed nor stamped thereby it loses its significance. Further, no Work Completion Certificate has been submitted by the Bidder. This significant disqualification criteria has been ignored by the Authority for the reasons best known to them. However, it is undisputed fact on record that the Bidder has not submitted Work Completion Certificate, as required under Clause 3(a)(iv) of the Tender Document. However, the Authority failed to notice this major ineligibility of the Bidder and qualified a disqualified Bidder.
5. That the Bidder required to submit confirmation for having read and understood the instruction to the Bidder. The Bidder M/s Mehta Tubes Limited has not complied with this important condition. However, the said ineligibility was ignored by the competent Authority.

M. K. Sawda

6. That under the bid rejection criteria, it was clearly mentioned that Bidders not complying pre-qualification criteria, not submitting pre-qualification documents and any deviation with reference to Section I & Section II of Part-A of Tender shall be liable to be rejected. Accordingly, the Bidder M/s Mehta Tubes Limited was required to be straightway rejected technically. However, without proper verification, appreciation of documents, the Bidder M/s Mehta Tubes Limited was declared technically qualified.
7. That under pre-qualification criteria, appearing under Section-III (Page 13 of 25 of Tender Document), the commercial/financial criteria was "The value of supplies during last 03 years should not be less than INR 22.50 Lakhs. Order copies to be submitted along with its completion certificate". It is needless to say that in the light of the fact that Bidder Company has not submitted duly signed PO and Completion Certificate in respect of Cupronical Pipes, the Bidder should have been declared failed in commercial/financial criteria, in accordance with the aforesaid conditions. However, this important disqualification criteria was ignored by the respective Authority to declare the above Bidder as technically qualified for the reason best known to the concerned Authority.
8. That the Tender Inviting Authority could have verified the aforesaid facts and disqualification from the documents submitted by the Bidder with its tender. However, the tender documents were not evaluated seriously and the technically disqualified Bidder M/s Mehta Tubes Limited was declared as qualified against the guidelines on tender issued by Government of India and Central Vigilance Commission.

It is, therefore, most humbly submitted that the matter may kindly be taken up and suitable action may kindly be ordered inasmuch as the consideration of ineligible, disqualified Bidder in any procurement process is violation of the guidelines and instructions of Government of India as well as Central Vigilance Commission, New Delhi. Further, evaluation of any Bidder in any Government of India Undertaking particularly under the Ministry of Defense shall be viewed seriously.

Kind regards,

Yours sincerely,



(Yogesh Sarada)

Phone: 8209566976

Email: sardayogesh6976@gmail.com

Encl: As above



निविदा पृच्छताछ
TENDER ENQUIRY

[वेब निविदा]
[WEB TENDER]

माझगांव डॉक शिपबिल्डर्स लिमिटेड

(भारत सरकार का उपक्रम)
MAZAGON DOCK SHIPBUILDERS LIMITED
(Formerly known as Mazagon Dock Limited)
(A Govt. of India Undertaking)
CIN: U35100MH1934GOI002079
Dockyard Road, Mumbai 400 810
Website- www.mazagondock.in
Certified - ISO 9001:2008 for Shipbuilding Division
GST ID - 27AAACM18029HZA

निविदा सं./Tender No क्रय अधिकारी/Purchase Exec. Krishna P Adhikari सेवा में/To	1600000822	विभाग/Department क्रय अधिकारी/Purchase Exec. Krishna P Adhikari	P-15B COMMERCIAL
दूरभाष सं./Telephone		दूरभाष सं./Telephone No	23763399
फैक्स सं./Fax		फैक्स सं./Fax No	23782302
ई-मेल/E-Mail		ई-मेल/E-Mail	kadhikari@mazdock.com
		निविदा सं./Tender No	1600000822
		निविदा तिथि/ Tender Date	03.12.2019
		निविदा बंद की तिथि/Tender Closing Date	24.12.2019
		निविदा बंद होने का समय/Tender Closing Time	14:00:00
		आरएफक्यू सं./RFQ No	2170000932

निविदा शुल्क/Tender Fee	₹/Rs	0.00
बयाना राशि/EMD Amount	₹/Rs	180,000.00
पूर्व बिड बैठक तिथि और समय/Pre Bid Meeting Date & Time		,00:00:00
निविदा खोलने की तिथि और समय/Tender Opening Date & Time		25.12.2019,14:00:00
प्रस्ताव वैधता तिथि है/Offer should be valid up to		21.06.2020
सुरक्षा जमा/Security Deposit		5.00 %आदेश मूल्य का/PO value
वरीय बैंक जमानत /Perf. Bank Guarantee		10.00 %आदेश मूल्य का/PO value

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

प्रिय महोदय/महोदया
Dear Sir / Madam ,

विषय /SUB:- MANUFACTURE & SUPPLY OF 90/10 CU NI PIPE & COPPER PIPE FOR Y-12704, Y-12705, Y-12706 & Y-12707 OF P15B SHIPS

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

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
00100	सामग्री सं./ Material Number :- 11000000000009515 90/10 CuNi Pipe सामग्री वर्णन/Material Description : "PIPE: 90/10 Cu Ni.#DIMENSION: (15 NB) 20 OD X 1 THK,	130.00 Meter	28.02.2020

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
	STD LENGTH : 5-6 MTRS,#CLASS :PN10,SOLID DRAWN ,SEAMLESS & ANNEALED. #CONFORMING TO NES 779 PART III /BS 2871 PART II CN 102." TSP No./ Ref No (as attached):- TSP NO : MDL/DR/P15B/PIPES/102 TSP REV : REV.NO.0 TSP DATE: 24/06/2013 HARD COPY ENCLOSED PDF DOCUMENT FOR TSP 'Y12704-102-1'IS ATTACHED FOR TENDERING PURPOSE		
0200	सामग्री सं./ Material Number :- 110000000000009518 90/10 CuNi Pipe सामग्री वर्णन/Material Description : "PIPE: 90/10 Cu Ni. #DIMENSION: (32 NB) 38 X1.5THK, STD LENGTH : 5-6 MTRS.#CLASS :PN10.SOLID DRAWN,SEAMLESS & ANNEALED. #CONFORMING TO NES 779 PART III /BS 2871 PART II CN 102." TSP No./ Ref No (as attached):- TSP NO : MDL/DR/P15B/PIPES/102 TSP REV : REV.NO.0 TSP DATE: 24/06/2013 HARD COPY ENCLOSED PDF DOCUMENT FOR TSP 'Y12704-102-1'IS ATTACHED FOR TENDERING PURPOSE	250.00 Meter	28.02.2020
0300	सामग्री सं./ Material Number :- 110000000000009519 90/10 CuNi Pipe सामग्री वर्णन/Material Description : "PIPE: 90/10 Cu Ni., #DIMENSION: (40 NB) 44.5 OD X 1.5 THK. STD LENGTH : 5-6 MTRS.#CLASS : PN10.SOLID DRAWN,SEAMLESS & ANNEALED. #CONFORMING TO NES 779 PART III /BS 2871 PART II CN 102." TSP No./ Ref No (as attached):- TSP NO : MDL/DR/P15B/PIPES/102 TSP REV : REV.NO.0 TSP DATE: 24/06/2013 HARD COPY ENCLOSED PDF DOCUMENT FOR TSP 'Y12704-102-1'IS ATTACHED FOR TENDERING PURPOSE	90.00 Meter	28.02.2020
0400	सामग्री सं./ Material Number :- 110000000000009520 90/10 CuNi Pipe सामग्री वर्णन/Material Description : "PIPE: 90/10 Cu Ni., #SIZE : (50 NB) 57 OD X 1.5 THK, STD LENGTH : 5-6 MTRS.#CLASS :PN 10. SOLID DRAWN,SEAMLESS & ANNEALED. #CONFORMING TO NES 779 PART III /BS 2871 PART II CN 102." TSP No./ Ref No (as attached):- TSP NO : MDL/DR/P15B/PIPES/102 TSP REV : REV.NO.0 TSP DATE: 24/06/2013 HARD COPY ENCLOSED PDF DOCUMENT FOR TSP 'Y12704-102-1'IS ATTACHED FOR TENDERING PURPOSE	775.00 Meter	28.02.2020
0500	सामग्री सं./ Material Number :- 110000000000009522 90/10 CuNi Pipe सामग्री वर्णन/Material Description : "PIPE: 90/10 Cu Ni.#DIMENSION: (80 NB) 88.9 OD X 2.5 THK, STD LENGTH : 5-6 MTRS..#CLASS : PN10. SOLID DRAWN,SEAMLESS & ANNEALED.	270.00 Meter	28.02.2020

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
	#CONFORMING TO NES 779 PART III /BS 2871 PART II CN 102." TSP No./ Ref No (as attached):- TSP NO : MDL/DR/P15B/PIPES/102 TSP REV : REV.NO.0 TSP DATE: 24/06/2013 HARD COPY ENCLOSED PDF DOCUMENT FOR TSP 'Y12704-102-1'IS ATTACHED FOR TENDERING PURPOSE		
00600	सामग्री सं./ Material Number :- 11000000000009523 90/10 CuNi Pipe सामग्री वर्णन/Material Description : "PIPE: 90/10 Cu Ni.#DIMENSION: (100NB) 108 OD X 2.5 THK, STD LENGTH : 5-6 MTRS.#CLASS ;PN10.SOLID DRAWN SEAMLESS & ANNEALED.#CONFORMING TO NES 779 PART III /BS 2871 PART II CN 102." TSP No./ Ref No (as attached):- TSP NO : MDL/DR/P15B/PIPES/102 TSP REV : REV.NO.0 TSP DATE: 24/06/2013 HARD COPY ENCLOSED PDF DOCUMENT FOR TSP 'Y12704-102-1'IS ATTACHED FOR TENDERING PURPOSE	90.00 Meter	28.02.2020
00700	सामग्री सं./ Material Number :- 11000000000009491 Copper Pipe सामग्री वर्णन/Material Description : "PIPE: COPPER.#DIMENSION: (20 NB) 25OD X1.5 THK,STD LENGTH : 5-6 MTRS.#CONSTRUCTION: SOLID DRAWN,SEAMLESS ,COLD DRAWN,HALF HARDENED & TEMPERED. #CONFORMING TO NES 837 /BS 2871 PART II C106, CLASS : PN 10" TSP No./ Ref No (as attached):- TSP NO : MDL/DR/P15B/PIPES/102 TSP REV : REV.NO.0 TSP DATE: 24/06/2013 HARD COPY ENCLOSED PDF DOCUMENT FOR TSP 'Y12704-102-1'IS ATTACHED FOR TENDERING PURPOSE	600.00 Meter	28.02.2020
00800	सामग्री सं./ Material Number :- 11000000000009492 Copper Pipe सामग्री वर्णन/Material Description : "PIPE: COPPER.#DIMENSION: (25 NB) 30 OD X 1.5 THK. STD LENGTH : 5-6 MTRS.#CONSTRUCTION: SOLID DRAWN ,SEAMLESS ,COLD DRAWN,HALF HARDENED& TEMPERED.#CONFORMING TO NES 837 /BS 2871 PART II C106, CLASS : PN 10" TSP No./ Ref No (as attached):- TSP NO : MDL/DR/P15B/PIPES/102 TSP REV : REV.NO.0 TSP DATE: 24/06/2013 HARD COPY ENCLOSED PDF DOCUMENT FOR TSP 'Y12704-102-1'IS ATTACHED FOR TENDERING PURPOSE	20.00 Meter	28.02.2020
00900	सामग्री सं./ Material Number :- 11000000000009495 Copper Pipe	120.00 Meter	28.02.2020

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
	<p>सामग्री वर्णन/Material Description : "PIPE: COPPER.#DIMENSION: (50 NB) 57 OD X 1.5 THK, STD LENGTH : 5-6 MTRS.#CONSTRUCTION: SOLID DRAWN,SEAMLESS,COLD DRAWN,HALF HARDENED & TEMPERED.#CONFORMING TO NES 837 /BS 2871 PART II C106, CLASS : PN 10"</p> <p>TSP No./ Ref No (as attached):- TSP NO : MDL/DR/P15B/PIPES/102 TSP REV : REV.NO.0 TSP DATE: 24/06/2013 HARD COPY ENCLOSED PDF DOCUMENT FOR TSP 'Y12704-102-1' IS ATTACHED FOR TENDERING PURPOSE</p>		
1000	सामग्री सं./ Material Number :- 110000000000009515 90/10 CuNi Pipe	130.00 Meter	28.02.2020
	<p>सामग्री वर्णन/Material Description : "PIPE: 90/10 Cu Ni.#DIMENSION: (15 NB) 20 OD X 1 THK, STD LENGTH : 5-6 MTRS,#CLASS : PN10,SOLID DRAWN ,SEAMLESS & ANNEALED.#CONFORMING TO NES 779 PART III /BS 2871 PART II CN 102."</p> <p>TSP No./ Ref No (as attached):- TSP NO : MDL/DR/P15B/PIPES/102 TSP REV : REV.NO.0 TSP DATE: 24/06/2013 HARD COPY ENCLOSED PDF DOCUMENT FOR TSP 'Y12704-102-1' IS ATTACHED FOR TENDERING PURPOSE</p>		
100	सामग्री सं./ Material Number :- 110000000000009518 90/10 CuNi Pipe	250.00 Meter	28.02.2020
	<p>सामग्री वर्णन/Material Description : "PIPE: 90/10 Cu Ni.#DIMENSION: (32 NB) 38 X1.5THK, STD LENGTH : 5-6 MTRS.#CLASS : PN10.SOLID DRAWN,SEAMLESS & ANNEALED.#CONFORMING TO NES 779 PART III /BS 2871 PART II CN 102."</p> <p>TSP No./ Ref No (as attached):- TSP NO : MDL/DR/P15B/PIPES/102 TSP REV : REV.NO.0 TSP DATE: 24/06/2013 HARD COPY ENCLOSED PDF DOCUMENT FOR TSP 'Y12704-102-1' IS ATTACHED FOR TENDERING PURPOSE</p>		
200	सामग्री सं./ Material Number :- 110000000000009519 90/10 CuNi Pipe	90.00 Meter	28.02.2020
	<p>सामग्री वर्णन/Material Description : "PIPE: 90/10 Cu Ni., #DIMENSION: (40 NB) 44.5 OD X 1.5 THK. STD LENGTH : 5-6 MTRS.#CLASS : PN10.SOLID DRAWN,SEAMLESS & ANNEALED.#CONFORMING TO NES 779 PART III /BS 2871 PART II CN 102."</p> <p>TSP No./ Ref No (as attached):- TSP NO : MDL/DR/P15B/PIPES/102 TSP REV : REV.NO.0 TSP DATE: 24/06/2013 HARD COPY ENCLOSED PDF DOCUMENT FOR TSP 'Y12704-102-1' IS ATTACHED FOR TENDERING PURPOSE</p>		
300	सामग्री सं./ Material Number :- 110000000000009520 90/10 CuNi Pipe	775.00 Meter	28.02.2020

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
	<p>सामग्री वर्णन/Material Description : "PIPE: 90/10 Cu Ni., #SIZE : (50 NB) 57 OD X 1.5 THK, STD LENGTH : 5-6 MTRS.#CLASS :PN 10. SOLID DRAWN,SEAMLESS & ANNEALED. #CONFORMING TO NES 779 PART III /BS 2871 PART II CN 102." TSP No./ Ref No (as attached):- TSP NO : MDL/DR/P15B/PIPES/102 TSP REV : REV.NO.0 TSP DATE: 24/06/2013 HARD COPY ENCLOSED PDF DOCUMENT FOR TSP 'Y12704-102-1'IS ATTACHED FOR TENDERING PURPOSE</p>		
01400	<p>सामग्री सं./ Material Number :- 11000000000009522 90/10 CuNi Pipe</p> <p>सामग्री वर्णन/Material Description : "PIPE: 90/10 Cu Ni.#DIMENSION: (80 NB) 88.9 OD X 2.5 THK, STD LENGTH : 5-6 MTRS.#CLASS : PN10. SOLID DRAWN,SEAMLESS & ANNEALED. #CONFORMING TO NES 779 PART III /BS 2871 PART II CN 102." TSP No./ Ref No (as attached):- TSP NO : MDL/DR/P15B/PIPES/102 TSP REV : REV.NO.0 TSP DATE: 24/06/2013 HARD COPY ENCLOSED PDF DOCUMENT FOR TSP 'Y12704-102-1'IS ATTACHED FOR TENDERING PURPOSE</p>	270.00 Meter	28.02.2020
01500	<p>सामग्री सं./ Material Number :- 11000000000009523 90/10 CuNi Pipe</p> <p>सामग्री वर्णन/Material Description : "PIPE: 90/10 Cu Ni.#DIMENSION: (100NB) 108 OD X 2.5 THK, STD LENGTH : 5-6 MTRS.#CLASS ;PN10.SOLID DRAWN SEAMLESS & ANNEALED.#CONFORMING TO NES 779 PART III /BS 2871 PART II CN 102." TSP No./ Ref No (as attached):- TSP NO : MDL/DR/P15B/PIPES/102 TSP REV : REV.NO.0 TSP DATE: 24/06/2013 HARD COPY ENCLOSED PDF DOCUMENT FOR TSP 'Y12704-102-1'IS ATTACHED FOR TENDERING PURPOSE</p>	90.00 Meter	28.02.2020
01600	<p>सामग्री सं./ Material Number :- 11000000000009491 Copper Pipe</p> <p>सामग्री वर्णन/Material Description : "PIPE: COPPER.#DIMENSION: (20 NB) 25OD X1.5 THK,STD LENGTH : 5-6 MTRS.#CONSTRUCTION: SOLID DRAWN,SEAMLESS ,COLD DRAWN,HALF HARDENED & TEMPERED. ,#CONFORMING TO NES 837 /BS 2871 PART II C106, CLASS : PN 10" TSP No./ Ref No (as attached):- TSP NO : MDL/DR/P15B/PIPES/102 TSP REV : REV.NO.0 TSP DATE: 24/06/2013 HARD COPY ENCLOSED PDF DOCUMENT FOR TSP 'Y12704-102-1'IS ATTACHED FOR TENDERING PURPOSE</p>	600.00 Meter	28.02.2020
01700	<p>सामग्री सं./ Material Number :- 11000000000009492 Copper Pipe</p>	20.00 Meter	28.02.2020

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
	सामग्री वर्णन/Material Description ;"PIPE: COPPER,#DIMENSION: (25 NB) 30 OD X 1.5 THK. STD LENGTH : 5-6 MTRS.#CONSTRUCTION: SOLID DRAWN ,SEAMLESS ,COLD DRAWN,HALF HARDENED& TEMPERED.#CONFORMING TO NES 837 /BS 2871 PART II C106, CLASS : PN 10" TSP No./ Ref No (as attached):- TSP NO : MDL/DR/P15B/PIPES/102 TSP REV : REV.NO.0 TSP DATE: 24/06/2013 HARD COPY ENCLOSED PDF DOCUMENT FOR TSP 'Y12704-102-1'IS ATTACHED FOR TENDERING PURPOSE		
1800	सामग्री सं./ Material Number :- 110000000000009495 Copper Pipe सामग्री वर्णन/Material Description ;"PIPE: COPPER.#DIMENSION: (50 NB) 57 OD X 1.5 THK. STD LENGTH : 5-6 MTRS.#CONSTRUCTION: SOLID DRAWN,SEAMLESS,COLD DRAWN,HALF HARDENED & TEMPERED.#CONFORMING TO NES 837 /BS 2871 PART II C106, CLASS : PN 10" TSP No./ Ref No (as attached):- TSP NO : MDL/DR/P15B/PIPES/102 TSP REV : REV.NO.0 TSP DATE: 24/06/2013 HARD COPY ENCLOSED PDF DOCUMENT FOR TSP 'Y12704-102-1'IS ATTACHED FOR TENDERING PURPOSE	120.00 Meter	28.02.2020
1900	सामग्री सं./ Material Number :- 110000000000009515 90/10 CuNi Pipe सामग्री वर्णन/Material Description ;"PIPE: 90/10 Cu Ni.#DIMENSION: (15 NB) 20 OD X 1 THK, STD LENGTH : 5-6 MTRS,#CLASS :PN10,SOLID DRAWN ,SEAMLESS & ANNEALED.#CONFORMING TO NES 779 PART III /BS 2871 PART II CN 102." TSP No./ Ref No (as attached):- TSP NO : MDL/DR/P15B/PIPES/102 TSP REV : REV.NO.0 TSP DATE: 24/06/2013 HARD COPY ENCLOSED PDF DOCUMENT FOR TSP 'Y12704-102-1'IS ATTACHED FOR TENDERING PURPOSE	130.00 Meter	30.11.2020
2000	सामग्री सं./ Material Number :- 110000000000009518 90/10 CuNi Pipe सामग्री वर्णन/Material Description ;"PIPE: 90/10 Cu Ni.#DIMENSION: (32 NB) 38 X1.5THK, STD LENGTH : 5-6 MTRS.#CLASS :PN10.SOLID DRAWN,SEAMLESS & ANNEALED.#CONFORMING TO NES 779 PART III /BS 2871 PART II CN 102." TSP No./ Ref No (as attached):- TSP NO : MDL/DR/P15B/PIPES/102 TSP REV : REV.NO.0 TSP DATE: 24/06/2013 HARD COPY ENCLOSED PDF DOCUMENT FOR TSP 'Y12704-102-1'IS ATTACHED FOR TENDERING PURPOSE	250.00 Meter	30.11.2020

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
02100	सामग्री सं./ Material Number :- 110000000000009519 90/10 CuNi Pipe सामग्री वर्णन/Material Description : "PIPE: 90/10 Cu Ni., #DIMENSION: (40 NB) 44.5 OD X 1.5 THK. STD LENGTH : 5-6 MTRS.#CLASS : PN10.SOLID DRAWN,SEAMLESS & ANNEALED. #CONFORMING TO NES 779 PART III /BS 2871 PART II CN 102." TSP No./ Ref No (as attached):- TSP NO : MDL/DR/P15B/PIPES/102 TSP REV : REV.NO.0 TSP DATE: 24/06/2013 HARD COPY ENCLOSED PDF DOCUMENT FOR TSP 'Y12704-102-1'IS ATTACHED FOR TENDERING PURPOSE	90.00 Meter	30.11.2020
02200	सामग्री सं./ Material Number :- 110000000000009520 90/10 CuNi Pipe सामग्री वर्णन/Material Description : "PIPE: 90/10 Cu Ni., #SIZE : (50 NB) 57 OD X 1.5 THK, STD LENGTH : 5-6 MTRS.#CLASS : PN 10. SOLID DRAWN,SEAMLESS & ANNEALED. #CONFORMING TO NES 779 PART III /BS 2871 PART II CN 102." TSP No./ Ref No (as attached):- TSP NO : MDL/DR/P15B/PIPES/102 TSP REV : REV.NO.0 TSP DATE: 24/06/2013 HARD COPY ENCLOSED PDF DOCUMENT FOR TSP 'Y12704-102-1'IS ATTACHED FOR TENDERING PURPOSE	775.00 Meter	30.11.2020
02300	सामग्री सं./ Material Number :- 110000000000009522 90/10 CuNi Pipe सामग्री वर्णन/Material Description : "PIPE: 90/10 Cu Ni.#DIMENSION: (80 NB) 88.9 OD X 2.5 THK, STD LENGTH : 5-6 MTRS.#CLASS : PN10. SOLID DRAWN,SEAMLESS & ANNEALED. #CONFORMING TO NES 779 PART III /BS 2871 PART II CN 102." TSP No./ Ref No (as attached):- TSP NO : MDL/DR/P15B/PIPES/102 TSP REV : REV.NO.0 TSP DATE: 24/06/2013 HARD COPY ENCLOSED PDF DOCUMENT FOR TSP 'Y12704-102-1'IS ATTACHED FOR TENDERING PURPOSE	270.00 Meter	30.11.2020
02400	सामग्री सं./ Material Number :- 110000000000009523 90/10 CuNi Pipe सामग्री वर्णन/Material Description : "PIPE: 90/10 Cu Ni.#DIMENSION: (100NB) 108 OD X 2.5 THK, STD LENGTH : 5-6 MTRS.#CLASS :PN10.SOLID DRAWN SEAMLESS & ANNEALED.#CONFORMING TO NES 779 PART III /BS 2871 PART II CN 102." TSP No./ Ref No (as attached):- TSP NO : MDL/DR/P15B/PIPES/102 TSP REV : REV.NO.0 TSP DATE: 24/06/2013 HARD COPY ENCLOSED PDF DOCUMENT FOR TSP 'Y12704-102-1'IS ATTACHED FOR TENDERING PURPOSE.	90.00 Meter	30.11.2020
02500	सामग्री सं./ Material Number :- 110000000000009491	600.00 Meter	30.11.2020

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
	Copper Pipe सामग्री वर्णन/Material Description : "PIPE: COPPER.#DIMENSION: (20 NB) 25OD X1.5 THK.STD LENGTH : 5-6 MTRS.#CONSTRUCTION: SOLID DRAWN,SEAMLESS ,COLD DRAWN,HALF HARDENED & TEMPERED. #CONFORMING TO NES 837 /BS 2871 PART II C106, CLASS : PN 10" TSP No./ Ref No (as attached):- TSP NO : MDL/DR/P15B/PIPES/102 TSP REV : REV.NO.0 TSP DATE: 24/06/2013 HARD COPY ENCLOSED PDF DOCUMENT FOR TSP 'Y12704-102-1'IS ATTACHED FOR TENDERING PURPOSE		
2600	सामग्री सं./ Material Number :- 11000000000009492 Copper Pipe सामग्री वर्णन/Material Description : "PIPE: COPPER.#DIMENSION: (25 NB) 30 OD X 1.5 THK. STD LENGTH : 5-6 MTRS.#CONSTRUCTION: SOLID DRAWN ,SEAMLESS ,COLD DRAWN,HALF HARDENED& TEMPERED.#CONFORMING TO NES 837 /BS 2871 PART II C106, CLASS : PN 10" TSP No./ Ref No (as attached):- TSP NO : MDL/DR/P15B/PIPES/102 TSP REV : REV.NO.0 TSP DATE: 24/06/2013 HARD COPY ENCLOSED PDF DOCUMENT FOR TSP 'Y12704-102-1'IS ATTACHED FOR TENDERING PURPOSE	20.00 Meter	30.11.2020
2700	सामग्री सं./ Material Number :- 11000000000009495 Copper Pipe सामग्री वर्णन/Material Description : "PIPE: COPPER.#DIMENSION: (50 NB) 57 OD X 1.5 THK. STD LENGTH : 5-6 MTRS.#CONSTRUCTION: SOLID DRAWN,SEAMLESS,COLD DRAWN,HALF HARDENED & TEMPERED. #CONFORMING TO NES 837 /BS 2871 PART II C106, CLASS : PN 10" TSP No./ Ref No (as attached):- TSP NO : MDL/DR/P15B/PIPES/102 TSP REV : REV.NO.0 TSP DATE: 24/06/2013 HARD COPY ENCLOSED PDF DOCUMENT FOR TSP 'Y12704-102-1'IS ATTACHED FOR TENDERING PURPOSE	120.00 Meter	30.11.2020
2800	सामग्री सं./ Material Number :- 11000000000009515 90/10 CuNi Pipe सामग्री वर्णन/Material Description : "PIPE: 90/10 Cu Ni,#DIMENSION: (15 NB) 20 OD X 1 THK, STD LENGTH : 5-6 MTRS,#CLASS :PN10,SOLID DRAWN ,SEAMLESS & ANNEALED. #CONFORMING TO NES 779 PART III /BS 2871 PART II CN 102." TSP No./ Ref No (as attached):- TSP NO : MDL/DR/P15B/PIPES/102 TSP REV : REV.NO.0	130.00 Meter	30.11.2021

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
	TSP DATE: 24/06/2013 HARD COPY ENCLOSED PDF DOCUMENT FOR TSP 'Y12704-102-1' IS ATTACHED FOR TENDERING PURPOSE		
02900	सामग्री सं./ Material Number :- 110000000000009518 90/10 CuNi Pipe सामग्री वर्णन/Material Description : "PIPE: 90/10 Cu Ni. #DIMENSION: (32 NB) 38 X1.5THK, STD LENGTH : 5-6 MTRS.#CLASS :PN10.SOLID DRAWN,SEAMLESS & ANNEALED. #CONFORMING TO NBS 779 PART III /BS 2871 PART II CN 102." TSP No./ Ref No (as attached):- TSP NO : MDL/DR/P15B/PIPES/102 TSP REV : REV.NO.0 TSP DATE: 24/06/2013 HARD COPY ENCLOSED PDF DOCUMENT FOR TSP 'Y12704-102-1' IS ATTACHED FOR TENDERING PURPOSE	250.00 Meter	30.11.2021
03000	सामग्री सं./ Material Number :- 110000000000009519 90/10 CuNi Pipe सामग्री वर्णन/Material Description : "PIPE: 90/10 Cu Ni., #DIMENSION: (40 NB) 44.5 OD X 1.5 THK. STD LENGTH : 5-6 MTRS.#CLASS : PN10.SOLID DRAWN,SEAMLESS & ANNEALED. #CONFORMING TO NES 779 PART III /BS 2871 PART II CN 102." TSP No./ Ref No (as attached):- TSP NO : MDL/DR/P15B/PIPES/102 TSP REV : REV.NO.0 TSP DATE: 24/06/2013 HARD COPY ENCLOSED PDF DOCUMENT FOR TSP 'Y12704-102-1' IS ATTACHED FOR TENDERING PURPOSE	90.00 Meter	30.11.2021
03100	सामग्री सं./ Material Number :- 110000000000009520 90/10 CuNi Pipe सामग्री वर्णन/Material Description : "PIPE: 90/10 Cu Ni., #SIZE : (50 NB) 57 OD X 1.5 THK, STD LENGTH : 5-6 MTRS.#CLASS :PN 10. SOLID DRAWN,SEAMLESS & ANNEALED. #CONFORMING TO NES 779 PART III /BS 2871 PART II CN 102." TSP No./ Ref No (as attached):- TSP NO : MDL/DR/P15B/PIPES/102 TSP REV : REV.NO.0 TSP DATE: 24/06/2013 HARD COPY ENCLOSED PDF DOCUMENT FOR TSP 'Y12704-102-1' IS ATTACHED FOR TENDERING PURPOSE	775.00 Meter	30.11.2021
03200	सामग्री सं./ Material Number :- 110000000000009522 90/10 CuNi Pipe सामग्री वर्णन/Material Description : "PIPE: 90/10 Cu Ni.#DIMENSION: (80 NB) 88.9 OD X 2.5 THK, STD LENGTH : 5-6 MTRS.#CLASS : PN10. SOLID DRAWN,SEAMLESS & ANNEALED. #CONFORMING TO NES 779 PART III /BS 2871 PART II CN 102." TSP No./ Ref No (as attached):- TSP NO : MDL/DR/P15B/PIPES/102 TSP REV : REV.NO.0 TSP DATE: 24/06/2013	270.00 Meter	30.11.2021

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
HARD COPY ENCLOSED PDF DOCUMENT FOR TSP 'Y12704-102-1' IS ATTACHED FOR TENDERING PURPOSE			
3300	सामग्री सं./ Material Number :- 11000000000009523 90/10 CuNi Pipe सामग्री वर्णन/Material Description : "PIPE: 90/10 Cu Ni.#DIMENSION: (100NB) 108 OD X 2.5 THK, STD LENGTH : 5-6 MTRS.#CLASS ;PN10.SOLID DRAWN SEAMLESS & ANNEALED.#CONFORMING TO NES 779 PART III /BS 2871 PART II CN 102." TSP No./ Ref No (as attached):- TSP NO : MDL/DR/P15B/PIPES/102 TSP REV : REV.NO.0 TSP DATE: 24/06/2013 HARD COPY ENCLOSED PDF DOCUMENT FOR TSP 'Y12704-102-1' IS ATTACHED FOR TENDERING PURPOSE	90.00 Meter	30.11.2021
3400	सामग्री सं./ Material Number :- 11000000000009491 Copper Pipe सामग्री वर्णन/Material Description : "PIPE: COPPER.#DIMENSION: (20 NB) 25OD X1.5 THK,STD LENGTH : 5-6 MTRS.#CONSTRUCTION: SOLID DRAWN,SEAMLESS ,COLD DRAWN,HALF HARDENED & TEMPERED. ,#CONFORMING TO NES 837 /BS 2871 PART II C106, CLASS : PN 10" TSP No./ Ref No (as attached):- TSP NO : MDL/DR/P15B/PIPES/102 TSP REV : REV.NO.0 TSP DATE: 24/06/2013 HARD COPY ENCLOSED PDF DOCUMENT FOR TSP 'Y12704-102-1' IS ATTACHED FOR TENDERING PURPOSE	600.00 Meter	30.11.2021
3500	सामग्री सं./ Material Number :- 11000000000009492 Copper Pipe सामग्री वर्णन/Material Description : "PIPE: COPPER.#DIMENSION: (25 NB) 30 OD X 1.5 THK, STD LENGTH : 5-6 MTRS.#CONSTRUCTION: SOLID DRAWN ,SEAMLESS ,COLD DRAWN,HALF HARDENED& TEMPERED.#CONFORMING TO NES 837 /BS 2871 PART II C106, CLASS : PN 10" TSP No./ Ref No (as attached):- TSP NO : MDL/DR/P15B/PIPES/102 TSP REV : REV.NO.0 TSP DATE: 24/06/2013 HARD COPY ENCLOSED PDF DOCUMENT FOR TSP 'Y12704-102-1' IS ATTACHED FOR TENDERING PURPOSE	20.00 Meter	30.11.2021
3600	सामग्री सं./ Material Number :- 11000000000009495 Copper Pipe सामग्री वर्णन/Material Description : "PIPE: COPPER.#DIMENSION: (50 NB) 57 OD X 1.5 THK, STD LENGTH : 5-6 MTRS.#CONSTRUCTION: SOLID DRAWN,SEAMLESS,COLD DRAWN,HALF HARDENED & TEMPERED. #CONFORMING TO NES 837 /BS 2871 PART II C106, CLASS :	120.00 Meter	30.11.2021

निविदा सं./ Tender No:- 1600000822 निविदा तिथि/ Tender Date:- 03.12.2019 आरएफब्यू सं./RFO No:- 2170000932

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
	PN 10" TSP No./ Ref No (as attached):- TSP NO : MDL/DR/P15B/PIPES/102 TSP REV : REV.NO.0 TSP DATE: 24/06/2013 HARD COPY ENCLOSED PDF DOCUMENT FOR TSP 'Y12704-102-1' IS ATTACHED FOR TENDERING PURPOSE		

नियम और शर्तें : भाग ए में लिखी हुई और इतर संलग्नपत्रे इस निविदा एक अभिन्न अंग हैं। हमें आशा है कि, हमें प्रतियोगित्मिक और उचित प्रस्ताव इस निविदा के लिए प्राप्त होगा।
Terms & Conditions as indicated in Part A of this tender and other enclosures / annexures form an integral part of this tender document. We look forward to receive your most competitive and reasonable offer against this Tender.

माझगाँव डॉक शिपबिल्डर्स लिमिटेड के लिए / For Mazagon Dock Shipbuilders Ltd



Part-A is divided in three sections. Section-I contains instructions, e-tender guidance and other terms and conditions of tender. Section II contains the mandatory terms and conditions of the tender for which deviations are not accepted. Section-III contains the requirement specific tender terms & conditions.

SECTION-I

1. PREAMBLE:

- (a) Mazagon Dock Shipbuilders Limited is India's leading Shipbuilding Company with ISO 9001:2015 accreditation. It is a profit-making Central Government Schedule 'A' PSU under the Ministry of Defence, Department of Defence Production, engaged primarily in the construction of Warships and Submarines for the Indian Navy.
- (b) Mazagon Dock Shipbuilders Limited (MDL), invites e-offers in two bid system i.e. Part-I (Techno Commercial Bid) and Part-II (Price Bid) through MDL e-procurement portal (<https://eprocuremdl.nic.in>) for Supply of 90/10 Cu Ni Pipe & Copper Pipe for Project 15B.

2. NON-DISCLOSURE AGREEMENT (NDA): Not Applicable.

3. SUBMISSION OF OFFER IN TWO BID SYSTEM: Offer must be submitted in two parts as follows:

a) Part I (Techno Commercial Bid): The bidder shall ensure following are essentially included in the Part-I bid:

- (i) Company Profile and Shop & Establishment registration certificate or registration certificate from local bodies 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.

Note: Sr. No. 3(a)(i) & 3(a)(ii) of Sec-I are not applicable for permanent MDL registered vendor. Firm has to submit MDL permanent registration certificate against this.

- (iii) Audited / Certified Balance sheet, Profit / Loss account for past three (03) years.
- (iv) Order copies & their work completion certificates with reference to the items/services similar to the tendered requirement.
- (v) "Certificate of conformity" indicating details of company registration with MDL/DQA (N)/ DQA (WP), Past Experience etc.
- (vi) TSP/SOTR Compliance Matrix/ Deviation form (i.e. Clause wise acceptance / deviations to the clauses of the TSP/ SOTR) duly signed by the authorized signatory.
- (vii) Acceptance of Tender terms at Section III, GT&C and STACS in the prescribed formats duly 'Accepted OR Not Accepted' as applicable and deviations, if any, for each of the clause.
- (viii) Confirmation of having read and understood the instructions to the bidder indicated at Sec I and mandatory terms and conditions mentioned at Sec II.
- (ix) Declaration of "Local Content as specified at Annexure- A (Enclosure 18)
- (x) Bank details for payment by RTGS/NEFT in the format enclosed.



Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions
Tender No. 1600000822
Item: 90/10 Cu Ni Pipe & Copper Pipe of Project P15B

- (xi) Bidders / Suppliers should enclose the additional documents as applicable to this tender.
- (xii) Blank rate sheet indicating quoted/not quoted against each line item, tax percentage, type of taxes (as per the format attached).
- (xiii) Bidder shall submit a declaration in their letterhead that there are no adverse reports from any of their customers for these types of equipment supplied by them. In case any such adverse report/remark exists, the details of the same may be furnished along with the reference Purchase Order and customer details.
- (xiv) Bidder contact details as per attached enclosure" Contact Details of the bidder.

Note: In any case, prices are not to be mentioned in Part-I bid.

- b) Part-II (Price Bid): Prices for each of the listed items has to be uploaded strictly in the prescribed format provided in the e-procurement portal. Bids received other than this given format will be rejected.

4. **BID MODIFICATION:** Modification in bids, if any, is to be made by bidders prior to the tender closing date & time.

5. **BID REJECTION CRITERIA:**

(a) Categorical rejection criteria:

- (i) Bid received other than through e-portal.
- (ii) Bids received without EMD other than those who are exempted from payment of EMD, as specified in the tender.
- (iii) If the date of issue of EMD (DD/BG) is later than the tender closing date.
- (iv) Bidder not accepting Purchase Preference Clause for make in India as stated at clause no. 14 of Section-III Part-A.
- (v) Bidder who is found debarred based on the information uploaded on GeM / CPPP Portals as on tender due date & time.

(b) Liability rejection criteria:

- (i) Failure to submit 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. However, over all time allowed in respect of normal procurement shall not exceed 3 weeks.
- (ii) Offer of Manufacturers only will be considered. Offer of stockiest, traders, brokers and agents would not be considered.
- (iii) Incomplete / misleading / ambiguous bids in the considered opinion of TNC /CNC.
- (iv) Bidders not complying the Pre-Qualification criteria stipulated in Tender/TSP.
- (v) Bid with technical requirements and or terms not acceptable to MDL/Customers/External agency nominated as applicable.



Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions
Tender No. 1600000822
Item: 90/10 Cu Ni Pipe & Copper Pipe of Project P15B

- (vi) Unreasonably longer delivery period quoted by the bidder.
- (vii) Validity period indicated by bidders is shorter than that specified in the tender enquiry.
- (viii) Bidders not agreeing to furnish required Security Deposit up to validity or Indemnity Bond in case of for PSU or variation in quantum of Security Deposit as mentioned in the tender.
- (ix) Bidder not agreeing to furnish Performance Bank Guarantee for Equipment supplied/Services rendered or not agreeing for retention of equivalent amount by MDL up to the period till completion of contractual & warranty obligations or variation in quantum of PBG.
- (x) Bidders not agreeing for Warranty period as specified in the tender.
- (xi) Any deviation sought, which is not accepted to MDL.
- (xii) Bid received without 'Certificate of conformity' duly filled in & signed.
- (xiii) If the bidder is declared as 'under liquidation' in the recent past and or is under scanner by any statutory bodies must confirm their present status with respect to liquidation / banned / scanner with adequate supporting documents. Non-submission of adequate document or if submitted document is not acceptable, the bidder shall be liable for rejection.
- (xiv) Deviation in Price Variation Clause of tender.
- (xv) The original of the uploaded copy of EMD (DD/BG) if received after seven MDL working days of the tender closing date.
- (xvi) Bids received without pre-qualification documents where required as per the tender.
- (xvii) Delivery by High seas sales / Sales in transit.
- (xviii) Bids received from foreign bidder in Indian currency & from Indian bidder in foreign currency.
- (xix) If the GST rating of supplier / contractor on GST portal/ Govt. website is found to be negative/ blacklisted, the MDL reserves the right to reject the offer of such bidders.
- (xx) Bidders not submitting self-declaration as per Annexure A (available at Enclosure 18) of the tender duly filled, signed & stamped.
- (xxi) Any deviation w.r.t. Section I and Sec II of Part A of Tender,

6. PRICING:

(a) For Indigenous Bidder:

- (i) Prices of all items/services listed in the price sheet format of the tender enquiry for delivery of the items/services as under:

Items/services	Delivery at
90/10 Cu Ni Pipe & Copper Pipe	MDL , Mumbai Store

- (ii) The prices quoted shall remain firm and fixed during the currency of the order / contract unless agreed otherwise by MDL. Packing, Forwarding and



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Transportation charges should be included in the quoted price. Insurance shall be arranged by the bidder at their own cost.

- (iii) Packing details such as size, weight etc. of the equipment/items to be mentioned.
- (b) For Foreign Bidders:
- (i) Bidder shall quote the prices for the delivery at Port of destination (India) on CIF basis. Order will be placed on CIF basis only. Prices on the basis of ex-works are not acceptable.
- (ii) The prices quoted shall remain 'firm and fixed' during the currency of the order / contract unless agreed otherwise by MDL.
- (iii) For MDL orders, the shipment shall be consigned to Jawaharlal Nehru Port (JNPT) for container cargo and Mumbai Port for break bulk cargo unless or otherwise agreed by MDL & indicated in the Purchase Order.
- (iv) The Supplier/ Vendor / Contractor shall immediately on dispatch of the items, inform all relevant details of dispatch such as Order number, Bill of Lading / AWB number, number of packages, value of consignment, invoice number in time directly to
- a. PE(C-P15B), Mazagon Dock Shipbuilders Limited, Mumbai.
(bsgaikwad@mazdock.com)
- b. HOS (Imports), Mazagon Dock Shipbuilders Limited, Mumbai.
(plkashikedar@mazdock.com)
- (v) The Supplier/ Vendor / Contractor shall ensure that all relevant documents (such as invoices, Packing List, Bill of Lading, Country of origin etc.) shall reach to the MDL executives as mentioned above sufficiently in advance for filing of Bill of entry and to enable clearance of cargo within allowed demurrage free days to avoid demurrage.
- (vi) Overseas bidders shall submit the unconditional order acceptance which is a pre-requisite for opening of L/C.
- (vii) Important Notes for Foreign Bidders:
- All the documents should clearly indicate the Purchaser's Order number, Import License Number, Airway Bill / Bill of Lading Number, Insurance Policy number / Insurance Document reference no.
 - Foreign Bidders must submit the Letter of Credit format duly filled as per enclosure of the tender.
 - To arrive at various charges such as custom duty, port handling & local charges, it is mandatory for foreign bidders to submit the following details along with the Part-I Bid:
 - Port of dispatch to be clearly specified
 - Containerized dispatch/ Break bulk.
 - No of required containers with their size & type (20Feet /40Feet / Open / Closed).
 - Gross weight.
 - Any other specific handling Instructions / conditions of consignment.

7. TAXES & DUTIES:

- (a) Bidders must clearly mention the applicable Taxes & Duties in the rate sheet enclosed in the tender. The item-wise rates (i.e. Basic + Packing, Forwarding,



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Freight & Insurance) quoted in the Rate sheet should exclude Taxes & Duties. Bidder should indicate GST rates as applicable separately under each of the head in the same rate sheet, which will be paid extra based on tax invoice to the extent applicable.

- (b) 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.
- (c) In case of foreign bidders all taxes, duties, statutory levies and charges which are to be paid for the delivery of goods & services shall be paid by the parties under the present contract in their respective countries. MDL shall bear and pay all taxes, duties and statutory levies in India in connection with the execution and / or performance of this contract w.r.t. deliverables delivered and service rendered as per contract excluding income tax applicable on service charges.
- (d) In case of Indian Companies, TDS (GST) shall be carried out as per the existing Laws and Acts.

(e) Goods and Services Tax (GST):

- (i) The prevailing rate of GST is to be indicated in your blank rate sheet in part-I.
- (ii) For MDL's GST number, please visit our website. MDL's Provisional GST Number is 27AAACM8029J1ZA.
- (iii) Bidder shall mention MDLGSTIN while invoicing and avoid any data entry error on GST portal.
- (iv) Bidders shall mandatorily mention their GST number in their offer.
- (v) Bidders shall mention the HSN (Harmonised System of Nomenclature) code for the quoted items and services in their offer. These codes must be in accordance with GST law and responsibility of specifying correct HSN codes for goods &/or services is that on the bidder. MDL shall not be responsible for any error in HSN no. specified by vendor. However, if any penalty is levied on MDL or any loss of ITC to MDL occurs or any delay in availing ITC by MDL occurs due to such error, vendor shall reimburse such loss after intimation by MDL or the amount shall be recovered from the SD or any outstanding payments to the vendor.
- (vi) Bidder must mention HSN numbers in invoices as reflected in the order. These codes must be in accordance with GST law.
- (vii) If bidder is registered under GST, bidder should note that successful bidder shall ensure timely submission of invoice and file all applicable returns under GST Law in the stipulated time & any losses of ITC to MDL arising due to delay in submission of invoice or delay in filing will be recovered from their invoice wherever MDL is eligible to avail tax credit. Any default towards payments of tax and / or uploading of monthly returns by supplier / contractor, MDL retains right to withhold payments towards tax portion until the same is corrected & complied by the supplier/ contractor with the requirement of GST along with satisfactory evidence.
- (viii) Original invoice to be submitted to Bill receipt center at MDL gate and a copy of the invoice to be submitted to the respective stores.
- (ix) If the GST rating of supplier / contractor on GST portal/ Govt. website is found to be negative/ blacklisted, the MDL reserves the right to reject the offer of



such bidders. Similarly, on post placement of the contract/order, MDL shall reimburse GST to the vendor only after he makes the payment of GST and fulfils all requirements as per GST law for successful GST along with penalties/interest, if any, incurred by MDL.

- (x) In case, MDL is unable to avail ITC, supplier/ contractor at their own cost shall rectify the shortcoming in the returns to be filed immediately thereafter. Further, if the ITC is delayed / denied to MDL/ reversed subsequently as per GST laws due to non/ delayed receipt of goods and/ or services and/ or tax invoices or expiry of timelines prescribed in GST Laws for availing ITC, nonpayment of taxes or non-filing of returns or any other reason not attributable to MDL, such amount shall be recoverable from supplier / contractor along with interest and penalty as levied on MDL under GST Law for the number of days the ITC was delayed. This amount shall be recovered from the SD or any outstanding payments. If the short coming is not rectified by supplier / contractor and MDL ends up in reversal of credits and / or payments, supplier / contractor is fully liable for making good all the loss incurred by MDL as a result of default.

(f) Custom Duty:

- (i) Basic custom duty (BCD) and cess as applicable on Import content will be reimbursed to the Indian bidders by MDL against documentary proof of payment (submissions of original receipts).
- (ii) Basic custom duty (BCD) and cess as applicable on all imported goods shall be loaded appropriately for arriving at landed price.
- (iii) Indian Supplier will forward to MDL, separate lists of items required to be imported by themselves and their sub-supplier giving the respective drawing references three months prior to actual import for scrutiny by Directorate of NSM to MDL.
- (iv) At the time of claiming reimbursement based on above, the following documents have to be forwarded:
- Copy of the Import Purchase Order
 - Copy of the Import Invoice
 - Certification by Supplier that items being imported are for fitment on warships.
 - Air Way Bill / Bill of Lading marked as Freight Paid
 - Insurance Policy/Insurance Document.
 - Evidence/Receipt towards payment of above taxes / duties
- (v) The following certificates will be given.
- End Use Certificate if applicable. Format to be provided by vendor immediately after placement of order.
 - E-Way Bill as applicable as per prevailing rule.

8. **MODE OF DISPATCH:** Road/Rail/Air/Sea.

9. **CONSIGNEE:**

(a) Indigenous Bidder:



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- (i) Material scheduled for delivery are to be delivered at MDL's either of Anik / Sewri / Bond / Electronic store located in Mumbai. However, exact details will be indicated in PO.

Note:-In order to avoid inconvenience during the delivery of material, it is advisable for supplier to depute their representative in their own interest to coordinate the activities between the transporter, and MDL stores.

- (ii) Following document should be submitted along with material:
- PO copy & subsequent amendments issued to it, if any.
 - Inspection Release Note (IRN) issued by nominated inspection officer.
 - Delivery Challans clearly indicating MDL Purchase Order No, Inspection Note Details and Packing List co-relating the items in the inspection report.
 - Copy of Warranty Certificate, Preservation Certificate etc.
 - Technical documentation, if applicable.
 - E-Way bill details are to be submitted during the delivery of the items.
- (iii) Unloading of the equipment/ items will be arranged by MDL. In case of delivery of Large/ Bulky/ Heavy consignments, supplier is required to give 2 to 4 day's advance intimation to MDL clearly indicating approx. dimensions and weight of consignments for arranging fork lift/crane for unloading.
- (iv) In case of door delivery orders, the supplier shall categorically direct the transporter to deliver the ordered items without insisting for consignee copy of the Lorry Receipt.
- (b) Foreign Bidders: The order would be placed on CIF basis only. Date of the Bill of Lading will be considered as the date of delivery.

10. SHIPPING INSTRUCTIONS: A sample format of shipping instructions is placed at enclosure to this tender. However, these instructions for Sea consignments as prevailing at the time of order placement shall be followed based on the instructions from Department of Shipping (Chartering Wing) in the Ministry of Shipping, Road Transport and Highways. In case of CIF deliveries any additional insurance (Sea/Air) if required and local transit insurance from port of destination (Sea/Air) to MDL shall be arranged by MDL.

11. ADDITIONAL INSTRUCTIONS:

- (a) Bidder shall abide by all Standard Terms and Conditions of Supply (STACS), GT&C and Acceptance formats with techno-commercial (Part-I) bid. The bidder shall also abide statutory requirements, Official Secret Act 1923 and Safety clause hosted on MDL Website.
- (b) The contract will be governed by STACS and GT&C while executing work. In case of discrepancy, clauses mentioned in Tender, Technical Scope and Rate sheet will override the clauses mentioned in other annexure including STACS & GT&C.
- (c) MDL shall not be bound by any printed conditions or provisions in the sellers bid forms or acknowledgement of contract, invoices, packing list and any other documents which purport to impose any conditions at variance with the tender terms / final negotiated & accepted terms.
- (d) MDL reserves the right to consider placement of Order / Contract in part or in full against the tendered quantity or reject any or all tenders without assigning any reason.



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- (e) In case of improper on-line filling of Acceptance formats for Tender Enquiry Form (TEF), GT&C and STACS, it shall be presumed that all our tender terms & conditions are acceptable to the bidder.
- (f) Wherever the clauses in tender document (Part A) are getting repeated in STACS and GT&C, then in such cases bidders are requested to refer the clauses in the tender doc (Part A) and offer their comments/acceptance, accordingly.

12. ORDERING OF PART QUANTITY FROM MSE MANUFACTURERS:

MDL has right to place order on MSE Manufacturer meeting following criteria:

In case, the participating bidder is registered as Micro & Small Enterprise (MSE) Manufacturer and their quoted prices are within price band of L1+15%, such MSEs(Manufacturer) shall be allowed to supply a portion up to 20% of requirement by bringing down their prices to L1 price where L1 is non MSEs (Manufacturer). If more than 1 MSEs (Manufacturer) fall under such criteria, then this 20% shall be distributed proportionally. This preference shall not be applicable where MSE (Manufacturer) firm is L1 firm.

In case any of the MSE owned by SC/ST, such MSE would be allowed to supply a sub quantity of 20% of the above mentioned quantity (i.e. 4 percent out of 20 percent). In respect of items reserved for MSE(Manufacturer), extant guidelines shall be followed. Presently Circular No. S.O. 581(E) dated 23.03.2012 is applicable. MSEs involved in trading activity are not eligible to avail benefits of PPP for MSEs.

13. ORDERING OF PART QUANTITY FROM "START-UP" FIRMS: Not Applicable

14. HINDRANCE REGISTER: Not Applicable.

15. **PUBLIC GRIEVANCE CELL:** A Public Grievance Cell headed by Shri. H V Karekar, ED (EY), has been set up in the Company. Members of public having complaints or grievances are advised to contact above Authorities on Wednesday between 10.00 hours and 12.30 hours in his office at 3rd floor West Block, Mazagon Dock Shipbuilders Ltd or send their complaints / grievances to him in writing for redressal. Telephone No. is 022-23738368.

16. INDEPENDENT EXTERNAL MONITORS (IEM): Not Applicable.

17. **CONTACT DETAILS FOR QUERIES:** In case of any clarifications regarding tender condition/TSP/specification, bidders are requested to contact the following person, before the closing date of the tender.

Technical	Mr. P Dhanaraj PE (D-P15B)	+91 22 23763032	pdhanaraj@mazdock.com
	Mr. Santosh Sitaraman, CM (D- Engg)	+91 22 23763041	ssitaraman@mazdock.com
Commercial	Mr. B.S.Gaikwad DGM/PE(C-P15B)	+91 22 23762781	bsgaikwad@mazdock.com
	Krishna P Adhikari AM (C-P15B)	+91 22 23762773	kadhikari@mazdock.com

18. E-PORTAL AND E-TENDER GUIDANCE:



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- (a) Instructions to the Bidders to visit <https://eprocuremdl.nic.in> and submit the bids online.
- (b) The Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/n Code / e Mudra or any Certifying Authority recognized by CCA India one Token/ Smart Card, should be registered.
- (c) Any clarifications may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- (d) Assistance for Online bidding only: In case of any difficulties during online submission of offer, bidders are requested to contact the undersigned, before the closing date of the tender to 022-2376 3251, Mb No: 9022422364. Bidders can also contact toll-free customer help line no 0120-4200462, 0120-4001002 or to visit eproc-support@gov.in of eProcurement portal <https://eprocuremdl.nic.in>
- (e) In case of any further problems / issues are being faced during online bidding on eProcurement portal, maintained by NIC, you may contact to Mr. Probal Bosak, Chief Manager, Ph No 022 23763248 for facilitating the addressal of your problem / issues.

Note: The request for extension of tender due date should reach us at least 3 working days in advance excluding the day of tender closing date. However, the extension would be granted by MDL on merit of the case at our discretion and would be binding on all bidders.



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SECTION-II
TENDER TERMS & CONDITIONS (MANDATORY)

1. **INFORMATION AND INSTRUCTION:** Bidder to confirm that they have read and understood the instructions for compliance as indicated under **section I**.
2. **INTEGRITY PACT (IP) & INTEGRITY PACT BANK GUARANTEE (IPBG):** Not Applicable.
3. **LOADING CRITERIA:**

Deviations sought by the bidder in respect of Freight, Insurance, payment terms shall be loaded on the bidder/s quoted prices during price evaluation by MDL. Among the equal bids, bidders with ISO 9000 series accreditation over non-ISO bidders, firstly manufacturers than their authorized dealers will be given preference. The loading criteria that will be adopted are illustrated in detail in a separate enclosure. The loading shall be carried out as under:

 - (a) **Payment Terms:** It is desirable that the bidder accepts the Payment terms indicated in the tender. Varied payment terms quoted by bidders as compared to the terms stated in the Tender document shall be normalized by adopting the Prime Lending Rate of State Bank of India plus 2% thereon on the amount (s) at variation and / or for the period (in no. of days) at variation and LIBOR / EURIBOR rates plus 2 % or 6% whichever is higher in case of foreign bidders.
 - (b) **Delivery of the goods:** Delivery at MDL should be responsibility of the supplier. However, for unavoidable reasons, if bids are exclusive of transport and / or insurance, the same will be loaded at the cost to be incurred by MDL. In case of Foreign Supplier, the total of basic cost (CIF) and customs clearance / port handling / transportation charges to the yard will be the basis for the purpose of comparison of various tenders.
 - (c) For the additional delivery period sought by the bidder over the stipulated date of delivery as per Tender, 0.50% per completed week will be loaded to the quoted price.
 - (d) Conversion of foreign currency into Indian Rupee shall be made at the selling exchange rate on the date of opening of price bid. If the date of opening of price bid happens to be holiday or non-transaction day, the exchange rate on immediate previous working day will be adopted. These currency conversion rates would be obtained from the website of 'Financial Benchmarks India Private Limited' (FBIL) at www.fbil.org.in.
 - (e) Deviations sought in respect of rate per week and / or maximum ceiling in respect of liquidated damages shall be loaded to the quoted price. For example, the maximum ceiling towards liquidated damages stipulated in the Tender is 5% and the bidder seeks to limit it to, say 3.50% then the price quoted will be loaded by 1.5%. If the rate of LD per week is 0.50% per week or part thereof as per tender and the bidder seeks it as, say, 0.40% per week or part thereof, the maximum ceiling on LD as per tender will first be equated to weeks (10 weeks in this case) and the rate proposed by the bidder i.e. 0.40% will be multiplied by the so equated maximum period (which works out to 4%) and the quoted price will be loaded accordingly by 1%. Delivery being the essence of the contract, it is desirable if the bidder(s) adhere to the stipulated clause.



4. RANKING OF BIDS & DETERMINATION OF L-1 BIDDER/S:

(a) Ranking of bids shall be done by considering following factors:

- (i) Ranking of bids shall be done by line item wise L1 for 04 yards together i.e., L1 shall be arrived item wise as per BOQ sheet
- In case of indigenous bidder, the total of basic cost (including Packing, Forwarding, Freight & Insurance), shall be basis for the purpose of comparison of bids. GST will not be considered for ranking of bids.
 - In case of foreign bidder, Total of basic cost (CIF), Interest for period of 20 days @ base rate of SBAR+2% on CIF value, charges incurred towards L/C opening by MDL (@ 0.000375% of CIF), customs clearance (@ 5% of CIF), port handling charges (@ 1% of CIF), local transportation charges (@ 2% of CIF).
- (ii) Warranty extension charges in percentage of total basic price of pipes on per annum for 2 years on compounding basis.
- (iii) TPI charges (Applicable when Inspection Agency: TPI):
- a) For Indian Bidders: In case of Indian bidder TPI (NABCB accredited) charges shall be directly paid by MDL to MDL nominated TPI agency as per rate contract between MDL and TPI agency. The TPI charges will be as under:

Sr. No	Range of PO Value (Excluding Services, taxes and duties)	Charges of TPI (NABCB accredited bodies) in percentage of PO value.
1	Charges for Inspection (Up to Rs 1 lakh)	0.3410
2	Charges for verification of Documents (Up to Rs.1 Lakh)	0.3340
3	Charges for Inspection (More than Rs 1 Lakh to Rs 10 Lakh)	0.3210
4	Charges for Verification of Documents (More than Rs 1 Lakh to Rs 10 Lakh)	0.3135
5	Charges for Inspection (More than Rs 10 Lakh to Rs 50 Lakh)	0.3190
6	Charges for verification of Documents (More than Rs 10 Lakh to Rs 50 Lakh)	0.2000
7	Charges for Inspection (More than Rs 50 Lakh to Rs 1 Crore)	0.2910
8	Charges for verification of Documents (More than Rs 50 Lakh to Rs 1 Crore)	0.2000
9	Charges for Inspection (More than Rs 1 Crore to Rs 5 Crore)	0.2600
10	Charges for Verification of Documents (More than Rs 1 Crore to Rs 5 Crore)	0.1500

- b) For Foreign Bidders: Items to be inspected by IACS (International Association of Classification Society) and Inspection Charges will be reimbursed as per declared percentage in price bid. Foreign Bidders has to submit their inspection charges Separately in terms of percentage of total order value of each ship set in Part-II.



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In case a foreign bidder does not quote Inspection charges in their Part-II Price Bid, the said charges will be considered as 0% while ranking of the bid. In such case no additional cost will be paid by MDL against Inspection of items.

- c) The TPI charges as quoted by the foreign bidder and TPI charges as indicated at para (a) above in case of Indian bidder will be loaded to their basic cost of deliverables for ranking purpose.
- (iv) Loading factors as applicable as per Clause No 03 of Section II.
- (b) Discount given, if any, by the bidders, after the last date for submission of the bids but before opening of the price bids, will not be considered for determining the ranking of bids but will be considered after the said bidder is adjudged as L1.
- (c) On-line ranking visible to the bidders after opening Part-II price bid is without loading parameters. However, the L1 bidder will be evaluated offline by applying all applicable loading parameters as per tender and clarifications during techno-commercial scrutiny / TNC meeting.



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SECTION-III
TENDER TERMS & CONDITIONS

1. DESCRIPTION & SCOPE OF WORK:

- A. **ITEM:** Manufacture and Supply of 90/10 Cu Ni Pipe & Copper Pipe for P15B Ships (Y-12704, Y-12705, Y-12706 & Y-12707) as per TSP No. MDL/DR/P15B/PIPES/102, Ver. 0, dtd. 24.06.2013.

Note: 01 set of documentation as per TSP has to be supplied with each consignment for each yard.

- B. **ON BOARD SPARES (OBS):** Not Applicable.
C. **BASE & DEPOT (B&D) SPARES:** Not Applicable.
D. **TECHNICAL ASSISTANCE (SERVICES OF ENGINEERS):** Not Applicable.
E. **TRAINING:** Not Applicable.

2. PRE-QUALIFICATION CRITERIA:

(a) Technical/ Work experience Criteria:

- (i) Pipes to be supplied as per TSP.
(ii) Bidders other than manufacturers/authorized dealers are not allowed to participate against this tender" has been included in the tender

(b) Commercial/ Financial criteria: Firm to submit following details/ documents:

- (i) Bidder's average turnover during last 03 years should be at least **INR 22.50 Lakhs** for Indian bidder and for foreign bidder (USD 31,400 or Euro 28,475 or GBP 24,375). For assessing the same Audited / Certified Balance sheet, Profit / Loss account for the corresponding 03 years period to be submitted.
(ii) The value of the supplies during last 03 years should not be less than **INR 22.50 Lakhs** for Indian bidders and for foreign bidders (USD 31,400 or Euro 28,475 or GBP 24,375). Order copies to be submitted along with its completion certificate.

Note: If any cash transaction is included in turnover (statement of profit & loss) the same will not be considered for turnover value.

3. EARNEST MONEY DEPOSIT (EMD) / BID BOND:

- (a) The bidders shall furnish EMD **INR 1,80,000 only (Rupees One Lakh Eighty Thousand only)** through online payment or in the form of Bank Guarantee drawn in favour of Mazagon Dock Shipbuilders Limited.
(b) Foreign bidders are required to furnish EMD (bid bond) of **USD 2525 or Euro 2300 or GBP 1950 as applicable** in the form of SWIFT Message. MDL's Bank SWIFT A/c. No. is **SBININBB101**.



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- (c) The Bid Bond/SWIFT Messages shall be forwarded to HOD (C-NP) /PE (Commercial-P15B)/ Dealing commercial Executive in sealed envelope superscribing Tender Enquiry No. and Due date, so as to reach us within 7 MDL working days from the tender closing date.
- (d) The bid bond / Bank Guarantee should be valid for 4 more weeks beyond the offer validity period indicated in the tender. Either of these instruments should be drawn as per the list of banks approved by SBI / Canara bank published on MDL website, payable at Mumbai and should essentially be enclosed in the in the Part-I, Techno Commercial Bid.
- (e) Bids / Offers without EMD/Bid Bond along with Part-I bid will not be considered.
- (f) EMD of unsuccessful bidders will be returned after finalization of the tender and shall be interest free.
- (g) If the bidders are transmitting EMD through online payment gateway, it is mandatory to indicate reference of tender no. and vendor name in the respective text field for identification & confirm the remittance in MDL Bank account and the same to be communicated to MDL immediately along with tender no. and transaction details. "Online payment" tab is available on home page of MDL's website "www.mazagondock.in" Four options are available under online payment tab viz. Career, Tender, Security and Scrap/Disposal. Click on 'Tender' tab and make the payment online using debit cards, credit cards, net banking, BHIM/UPI etc, after filling required details.
- (h) Scanned copy of BG for EMD to be uploaded with Part -I bid. However original BG of EMD must be deposited physically in a sealed envelope superscribing "Original BG for EMD for Tender no& due date", on or within seven MDL working days from the Tender closing date to HOD(C-NP) /PE(Commercial-P15B).
- (i) Timely submission of EMD is responsibility of the bidder(s) and no reason / excuses in this regard will be entertained by MDL.
- (j) Exemption from Submission of EMD/Bid Bond: Following bidders & tenders shall be exempt from submission of EMD/Bid Bond:
- (i) Bidders of State & Central Government of India departments, Public Sector Undertakings.
 - (ii) Firms registered with MDL. To qualify for EMD exemption, firms should necessarily submit valid copy of the Registration Certificate issued by MDL, for the items for which the offer is being submitted in Part-I offer/bid. Firms in the process of obtaining MDL registration/ in the process of renewal of MDL registration will not be considered for EMD exemption.
 - (i) Firms registered with NSIC under its "Single Point Registration Scheme" (Exemption will apply only to items / service for which they are registered with NSIC). To qualify for EMD exemption, firms should necessarily submit valid copy of the registration certificate issued by NSIC in Part-I offer / bid. Firms in the process of obtaining NSIC registration will not be considered for EMD exemption.
 - (ii) All Micro & Small Enterprises (MSE) bidders subject to their submitting the Registration Certificate from the Competent Authority regarding their Micro/Small Industry status.
 - (iii) Common/Deemed DPSU registered vendors. For qualifying for EMD exemption, such firms shall submit valid copy of the registration certificate



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issued by DPSUs (other than MDL) for the items / services for which the offer is being submitted in Part-I offer/bid. Firms in process of obtaining registration in other DPSUs will not be considered for EMD exemption.

- (iv) Green Channel Status vendors also qualify for EMD exemption. Such firms shall submit valid copy of the Green channel certificate issued by MoD for the items for which the offer is being submitted in Part-I offer/bid. Firms in process of obtaining this certificate will not be considered for EMD exemption.

4. VALIDITY PERIOD OF OFFER: Bid / Offer shall have the validity period of 180 days from the tender closing date.

5. DELIVERY PERIOD/COMPLETION SCHEDULE:

- (a) Bidders are advised to submit their bids as per delivery schedule indicated in the tender. In case it is not possible for the bidders to supply material as per tendered delivery schedule, bidders may indicate minimum time required to deliver the goods. In such cases, the additional delivery period quoted by the bidders shall be loaded @ 0.5% per week for ranking purpose. Bidders to work out timelines for submission of Binding data/QAP for approval and delivery time post approval of binding data/QAP based on delivery time indicated in the Tender. Bidders to indicate the same in their offer.
- (b) Part Delivery: MDL will prefer to have the entire item within the stipulated delivery period.
- (c) No prior delivery will be accepted unless required by MDL.
- (d) The delivery period required by MDL is as follows:

Yard No.	Delivery Period Required by MDL	Minimum Delivery Period offered by vendor
Y-12704	04 weeks from the date of approval of QAP	
Y-12705	04 weeks from the date of approval of QAP	
Y-12706	30.11.2020	
Y-12707	30.11.2021	

6. SECURITY DEPOSIT(SD):

- (a) Bidder shall have to submit Security Deposit for an amount of 5% of the Contract/Order value, excluding taxes, duties, freight etc. in the form of Bank Guarantee from the list of banks approved by SBI / Canara bank published on MDL website excluding co-operative banks within 25 days from the date of transmission of order, valid till Contractual Delivery Date of the order plus additional one month as claim period. SD shall be applicable if order value is above Rs 10 lakh.
- (b) In case of vendor's failure to submit the Security Deposit within 25 days of transmission of the order, MDL will forfeit the EMD & thereafter cancel the order invoking the risk purchase clause. OR
- (c) In case where the vendor has failed to submit the Security Deposit within 25 days of transmission of the order but commenced the work, the delayed period of submission will be levied for Indian bidders as per SLR plus 2% and as per EUROBOR/LIBOR plus 2% for the foreign bidders.



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- (d) Foreign bidders shall submit SDBG through Foreign Bank by SWIFT mode to MDL Bank SWIFT A/c. No. is SBININBB101.
- (e) If the bidders are transmitting SD through online payment gateway, it is mandatory to indicate reference of tender no and vendor name in the respective text field for identification & confirm the remittance in MDL Bank account and the same to be communicated to MDL immediately along with tender no and transaction details. "Online payment" tab is available on home page of MDL's website "www.mazagondock.in" Four options are available under online payment tab viz. Career, Tender, Security and Scrap/Disposal. Click on 'Tender' tab and make the payment online using debit cards, credit cards, net banking, BHIM/UPI etc, after filling required details

Note:

- i) The SDBG to be submitted on Rs. 500 Non-Judicial Stamp Paper. (Not Applicable for foreign vendor).
- ii) Bidder shall submit SDBG through Foreign Bank by SWIFT mode to MDL Bank SWIFT A/c. No. is SBININBB101
- iii) Security Deposit will be returned without interest on execution of the order and submission of Performance Bank Guarantee (PBG) within 15 days against firm's request letter.

7. INSPECTION: It shall be as per TSP. Other general conditions related to inspection of material are as under:

- (a) 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.
- (b) The TPI (Third Party Inspection) charges shall be directly paid by MDL to MDL nominated TPI agency. These charges shall not be included in the bidder's quote as MDL has separate contract with the nominated TPI agency.
- (c) 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.
- (d) Bidder shall directly offer for inspection agency through a call letter under intimation to us and ensure readiness of the items offered for inspection on the scheduled date & time.

8. EXCHANGE RATE VARIATION (ERV). Not Applicable.

9. PRICE VARIATION CLAUSE (PVC):

- (a) Bidders have to quote considering the base rate as USD 5811.50/Ton for Cu and USD 14,980/Ton for Ni i.e. LME rate of Cu & Ni dated 15.11.2019 and exchange rate as 1 USD = Rs 71.7109 based on www.fbil.org.in. The cut-off date for reckoning price variation will be one third of the period between date of purchase order and agreed delivery date of the respective shipments as per the contract. The price variation would be paid at the end of each yard supply.

- (b) The price variation will be paid as per the following formula:

Difference in the Cu price* wt. of the pipes..... For Cu pipes
(0.9* diff. in the Cu price + 0.1* diff. in Ni price) wt. of pipes..... for 90/10 Cu-Ni pipes

Note: PVC shall be applicable for Y-12706 & Y-12707 only. For Y-12704 & Y-12705, MDL will pay basic quoted prices/ negotiated prices.



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10. PAYMENT TERMS:

- (a) Payment of 90% of the value of the supplies against delivery and acceptance as may be payable and as reduced by any deductibles and / or the amount leviable towards liquidated damages, if any plus 100% taxes, duties etc as applicable on production of proof of inspection, receipt and acceptance at MDL within 20 days
- (b) Payment of the balance of the value of the supplies may be payable and as reduced by any deductibles and / or the amount leviable towards liquidated damages, if any, on submission & confirmation of PBG of equivalent amount valid up to warranty period plus one-month claim period
- (c) **Part Supply / Part Payment:** If part delivery is permitted during TNC/ CNC, then part payment will be made for respective lots.

11. PAYMENT MODE:

- (a) **Indigenous Bidders:** All the payments to indigenous bidders due shall be made through Real Time Gross Settlement (RTGS) / National Electronic Fund Transfer (NEFT) by MDL.
- (b) **Foreign Bidder:**
 1. **Payment through LC (Option-I).**
 - (i) Payment to Foreign Bidders shall be against irrevocable letter of credit (L/C) established through our bankers as per format. L/C will be opened for 100% of the value of deliverables (Cost of Material including freight & insurance till port of destination i.e. CIF basis).
 - (ii) For opening L/C, suppliers should essentially furnish their acceptance of PO in time. For opening L/C, all charges outside India shall be borne by the Beneficiary (supplier). In case supplier seeks L/C amendment for no fault of MDL or requires confirmation of L/C then all charges towards L/C amendment or confirmation of L/C respectively shall be borne by the supplier.
 - (iii) L/C will allow payment on timely presentation of documents through bank as mentioned below. Opening of L/C shall be before one month of the schedule for dispatch or before such period as may be discussed and mutually agreed to in the TNC / CNC / PNC. The time limit for opening of L/Cs and / or amendment for L/C shall be 7 days or within such number of days as may be stipulated in purchase order / contract. Delay in opening of L/C can lead to corresponding delay in delivery and hence no LD is applicable on such delayed portion. L/C amendment charges on account of MDL shall be borne by MDL.
 2. **Payment on collection basis (Option-II):** Payment due on collection basis will be done for 100% of the order value (Cost of Material including freight & insurance till port of destination i.e. CIF basis and Charges for installation & commissioning) as reduced by any deductibles and / or the amount leviable towards liquidated damages, if any on timely presentation and receipt of the documents mentioned below and against work completion certificate duly certified by an officer from the user department in the rank of CM or above and submission & subsequent confirmation of performance bank guarantee for 10% of the total order value.



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Note: Bidders should indicate the mode of payment acceptable to them from the above mentioned 2 options (I or II) in Part-I Offer i.e. Techno-Commercial Bid.

(c) Documents for RTGS / NEFT Payment:

- (i) Invoice (Four ink signed copies),
- (ii) Delivery Challans,
- (iii) Release note from the nominated Inspection Agency,
- (iv) Test reports / Certificates,
- (v) Packing Lists,
- (vi) Performance Guarantee,
- (vii) Storage / Preservation / Installation / Commissioning / Maintenance Procedures, / Certificate for preservation & other Technical documentation in requisite sets as relevant.
- (viii) Way bill certificate as applicable duly acknowledged.

Note: Invoices should be submitted at "Receipt Section" adjacent to the ARS Punching Section, South Yard MDL.

(d) Documents for L/C:

For Deliverables:

- (i) Set of original + 2 copies of signed Invoice showing item-wise prices as per the order.
- (ii) Set of original + 2 copies of signed packing list clearly showing list of items packed.
- (iii) 1 set of original + 2 copies Clean on Board Bill of Lading OR Air Way Bill Made in the name of MDL's bank and marked as freight paid.
- (iv) Set of original + 2 copies Certificate of Approval OR Release Note from MDL nominated inspection agency.
- (v) Certificate of country of origin in original + 2 copies by chamber of commerce for non-naval projects.
- (vi) Original + 2 copies of warranty / guarantee certificate in prescribed format
- (vii) PBG in Original + 2 copies valid till the complete execution of the contract plus four weeks as per agreed terms and settlement of amounts, if any, by the supplier towards rebates/discounts/deductibles/liquidated damages if any.
- (viii) Original + 2 copies of all Manufacturer's Test Certificates (MTCs) / Reports, Drawings, Manuals, Procedures, etc. as relevant to the ordered item.
- (ix) Certificate Confirming that supplier has couriered / dispatched --- sets of Non Negotiable Documents comprising of all Test Reports / MTCs, Technical Documents, Drawings, Manuals, Procedures etc. and of Signed Invoices, Packing Lists, Bill of Lading / AWB marked as Freight Paid, Insurance Policy/Document, Freight Paid Certificate MDL nominated Inspection Agency's Certificate of approval, Country of Origin Certificate, Guarantee / Warranty Certificate, Performance Bank Guarantee, directly to MDL.
- (x) Original + 2 copies of the certificate issued by the classified society confirming seaworthiness of the vessel and that the shipment is made on vessels of not more than 15 years vintage.
- (xi) Certificate issued by MDL confirming that the delivery is made in time and no liquidated damages / penalty is applicable OR in case of delays, admissible



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amount of liquidated damages / penalty will be specified by MDL in this certificate for reduction of equal amount from supplier's invoice. (MDL will issue this certificate generally by FAX immediately on receipt of signed copy of invoice, packing list, approval certificate of the nominated inspection agency, copies of B/L or AWB marked as Freight Paid, Insurance Policy / Document, Freight Paid Certificate or any other acceptable documents confirming dispatch on CIF basis).

- (xii) Certificate confirming that the shipping instructions (inclusive of packing) have been followed while packing / shipment and forwarding of details for Freight & Insurance to MDL.
- (xiii) In case of supply of Pipes, Tubulars, Plates, or any other steel materials on theoretical weight (Tonnage) basis, following documents should also be furnished;
- Supplier's signed certificate stating that "We hereby guarantee that the goods supplied strictly conformed with description & all technical requirements referred in the order and prices charged are strictly as per the terms of the order and that for shipments on theoretical weight basis no extra lengths are charged".
 - Original + 2 copies of Manufacture's Material Test Certificates (MTCs) duly endorsed by the Inspection Agency in correlation with the non-erasable markings of Manufacturer's name, heat numbers & Inspection agency's non-erasable stamp / seal on the material.
 - Stowing / storage certificate from supplier in following format: "We hereby certify that the goods covered by Order No.-----dated----- have been stored / stacked / stowed at the manufacturing plant, loading ports, in transit and on vessels satisfactorily in accordance with the standard practice accepted internationally and also certify that the goods have not undergone any deformation and tolerances are still within the relevant specifications".
 - Original + 2 copies of certificate confirming that Thinner plates (i.e. sheets) in thickness between 2 mm to 5 mm have been packed in bundles and strapped at intervals of 1.5 m. lengthwise to protect from buckling during handling and transit. Each bundle shall have plates of same size and specification and shall not weigh more than 2 tons.

12. WARRANTY/GUARANTEE:

- (a) The equipment / item along with associated auxiliaries/components supplied shall be warranted / guaranteed for satisfactory Performance for the period of 24 months from the date of supply or 12 months from the date of commissioning of ship, **whichever is later**. The scheduled commissioning date of the ships for warranty purpose to be considered as under:

Yard No.	Planned delivery date of Ship	Equipment delivery date (Tentative)	Warranty Period (Tentative)
Y-12704	Mar 2021	28.02.2020	Mar 2022
Y-12705	Jul 2022	28.02.2020	Jul 2023



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Y-12706	Aug 2023	30.11.2020	Aug 2024
Y-12707	Jul 2024	30.11.2021	Jul 2025

- (b) The Supplier cannot absolve their responsibility for warranty of material even though it is inspected by & approved by the inspection authorities.
- (c) If the defects are not remedied within a reasonable/stipulated time, MDL may proceed to rectify the defects at the supplier's risk & cost, but without prejudice to MDL's rights under the contract.
- (d) During the period of warranty / guarantee if any defect noticed in the equipment / item supplied, the supplier/ contractor will have to rectify such defects immediately at no extra cost to MDL.

13. PERFORMANCE BANK GUARANTEE (PBG):

- (a) The bidder has to submit Equipment Performance Bank Guarantee from a first class Bank of international / national repute, for 10% of total order value excluding taxes, duties freight & service component valid up to contractual warranty period plus one-month claim period.
- (b) In the event of defects due to poor workmanship leading to non-performance of the Equipment/Item and bidder failure to attend the defects within a reasonable period of time, the Bank guarantee will be encashed by MDL. MDL's decision in this regard shall be final and binding on the bidder. In the event of postponing of delivery of deliverables or extension of guarantee desired & sought by MDL, the Performance Bank guarantee has to be extended till the extended period.

Note:

- i) The PBG to be submitted on Rs. 500 Non-Judicial Stamp Paper.
- ii) All the bank guarantees of this tender should be from Nationalized/Scheduled Banks (the list of banks approved by SBI / Canara bank published on MDL website) excluding the Co-Operative banks
- iii) Foreign bidder shall submit PBG through Foreign Bank by SWIFT mode to MDL Bank SWIFT A/c. No. is SBININBB101.
- iv) Security Deposit will be returned without interest on execution of the order and submission of Performance Bank Guarantee (PBG) against firm's request letter.
- v) In the event of postponing of delivery of deliverables, the Performance Bank guarantee has to be extended till the extended period.

14. LIQUIDATED DAMAGES (LD):

- (a) In cases of delay not attributable to Purchaser, beyond the agreed schedule, the Supplier/Contractor shall pay LD, a sum representing 0.5% (Half percent) per week or part thereof, subject to maximum of 5% of the delayed portion of the order/contract. In case the undelivered / unfinished portion of the order results in non-utilization / ineffective utilization of delivered portion, in such cases LD shall be applicable on the total value of deliverables.
- (b) LD @ 0.25% per week delay or part thereof subject to maximum of 1% of total order value will also be recovered in case of delay in submission of Binding data, Drawings & QAP to the concern authority for approval. However, this LD shall not be applicable in case the ordered items are delivered as per scheduled delivery date.
- (c) Acceptance by Third Party agency together with sea worthy packing (as applicable) and date of Bill of Lading /Air way Bill (marked as Freight paid) shall be considered for the purpose of levy of liquidated damages. The risk and ownership shall be transferred on CIF basis.



(d) The initial submission of the Layout drawing, manufacturing drawing & QAP shall be of acceptable quality in the opinion of the concerned approving authority.

15. PURCHASE PREFERENCE TO MAKE IN INDIA:

As per Public Procurement order Ref No. P-45021/2/2017-B.E-II Dtd 15.06.2017 issued by Govt of India to encourage "Make in India" policy, Purchase Preference shall be given to local suppliers in the following manner.

(a) The terminology/ definitions used in the said order is as below:

- (i) "Local content" means the amount of value added in India, be the total value of items procured excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent.
- (ii) "Local Supplier" means a supplier or service provider whose product or service offered for procurement meets the minimum local content, as prescribed under the said Order or by the competent Ministries / Department in pursuance of said order.
A Local Supplier can be an Indian or Foreign bidder.
- (iii) "Margin of Purchase Preference" means the maximum extent to which the price quoted by local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference for the present tender is 20%.

(b) Minimum local content:

- (i) The minimum local content in the offer is to be not less than 50% for the present tender for a bidder to be considered as a Local Supplier.
- (ii) The local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them.
- (iii) On opening of the price bids, if it is identified that there is difference in price receive & declaration made and local content is now not meeting the specified tender requirement (i.e. only on the quoted price without any loading) then such case will be processed without any purchase preference.

(c) **Declaration by Local Supplier:** Local Supplier should declare that the item and service offered meets the minimum local content & indicate its percentage in their offer which shall meet (or even offer more) required content as specified in tender. This declaration is necessary even if Custom Duty Exemption and / or ERV (if applicable) are not being sought. Following documents are to be submitted in technical Offer-Part-I bid:

- (i) Local Component list i.e. Items and services which are being procured / produced domestically by supplier in the system / equipment / service offered against tender. This list shall include all the components, raw materials, sub services etc.
- (ii) Foreign / Imported Component list i.e. Items and services which are being supplied by bidder from outside India in the system / equipment / service



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- offered against tender. This list shall include all the components, raw materials sub services etc.
- (iii) Bidders shall give the details of the location(s) at which the local value addition is made. Additionally, location(s) details from where foreign / imported components are being supplied be also informed.
 - (iv) Bidders shall give the price break-up in percentage for "Local Component" and "Foreign / Imported Component".
 - (v) Custom duty applicable on FE component for all foreign items.
 - (vi) The Local Suppliers are required to provide self-certification as per Annexure-A.

Note:

- In cases of procurement for value in excess of Rs. 10 Crores, the local supplier shall be required to provide a certificate from statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of supplier other than companies) giving the percentage of local content & applicable item wise custom duty.
 - Once the declaration / certification is committed at tender submission stage, the same cannot be altered at technical negotiation stage or after award of contract otherwise would be treated / considered as false declaration by bidder.
 - In the event of bidders not declaring or declaring less local content percentage in the offer, MDL will consider quote / bid of such bidders with local content as "0" or "NIL" i.e. the offers of such bidders will be treated as a "Non Local Supplier" where no purchase preference shall be granted to these bidders.
- (d) If the Local Supplier is also a MSE Vendor seeking the benefit of Public Procurement Policy for MSEs – Order 2012, then such bidders should not seek benefits against the Preference to Make in India policy – Order 2017. Such bidders should categorically seek benefits of only one policy which cannot be modified subsequently, once declared in the Annexure-A referred above while submitting the bid.
- (e) **Custom duty issue:** Imported / FE content is inclusive of all custom duties which is required for arriving local content. Bidders to note the following about declaration of FE Content.
- (i) All bidders should upfront declare line item wise custom duty duly certified. Such declared custom duty percentage will only be considered for arriving local content.
 - (ii) In the event if the rate of custom duty is found higher than the declared custom duty by bidder, then the bidder's declaration shall be final for arriving L1 bid. Also in such case the difference in custom duty would be to bidders account. In case of foreign bidders, the same would be to bidders account and shall not be borne or reimbursed by Shipyard.
 - (iii) In the event of rate of custom duty happens to be lower at the time of clearance of goods, then actual custom duty shall be payable.
 - (iv) Notwithstanding above, local content shall be calculated based on the declared custom duty by the bidder in techno-commercial bid.



(f) **Preference to Local Supplier:** The following procedure will be adopted for deciding on preference to Local Supplier over a non-local supplier w.r.t. Public Procurement (Preference to Make in India) order 2017.

- (i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.
- (ii) If L1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference and contract shall be awarded to such local supplier subject to matching the L1 price.
- (iii) In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

(g) **Preference between LS and MSE Bidder:** Between the MSE and Local Supplier, the MSE bidder will be given preference to match with L1 bidder as per Public Procurement Policy for MSEs Order 2012. MSE vendor will be evaluated with L1+15%. MSE doesn't fall under Public Procurement (Preference to Make in India) Order 2017

Local Supplier will be evaluated with L1+20% (Margin of Purchase Preference ordinary) as per Public Procurement (Preference to Make in India) Order 2017.

(h) After the contract is awarded and the supplies are completed, each supplier shall provide the supporting documentation towards realization of committed Local Content as per the contract / order terms & conditions. In addition to these documents, a "Local content certificate" also shall be submitted stating the percentage of local content in the items or services measured. The "Local content certificate" shall be submitted along with the invoice.

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

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

(j) **Complaints / Grievance:** Any complaints / grievances relating to implementation of this order shall be taken up by Public Grievance Cell of MDL headed by GM(F-P&S). Fees for filing a complaint under the order shall be Rs. 10,000/- per case. The complaints shall be filed to the Chairman, Public Grievance Cell. The fee shall be deposited in MDL's Account by NEFT.

16. EXPORT LICENCE FOR FOREIGN BIDDERS: The Export Licence that may be required for delivery of various items / equipment to MDL shall be arranged by the



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respective bidders / suppliers / contractors from the concerned authorities in their respective countries. The bidders shall take in to account the period required for obtaining such license while indicating delivery / completion periods for the items / equipment and delays in supplies for non-availability of such licenses are to be accounted for by the bidders. The 'End User' certificate if required by the supplier for obtaining the license is to be forwarded by MDL.

However, the format & details of the end user certificate required should be forwarded by the supplier to MDL along with the order acceptance. The dealing Commercial / Purchase executive shall arrange the end user certificate and dispatch the same to the supplier most expeditiously.

17. FREE ISSUE MATERIALS: Not Applicable.

18. PROGRESS MONITORING & REVIEW MECHANISM: Not Applicable.

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

20. BOOK EXAMINATION CLAUSE: Not Applicable.

21. OFFSET POLICY: Not Applicable.

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

Yours faithfully,
For MAZAGON DOCK SHIPBUILDERS
LIMITED



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Enclosures: -

Enclosure-1	TSP No. MDL/DR/P15B/PIPES/102, Ver. 0, dtd. 24.06.2013
Enclosure-2	Standard Terms & Conditions (STACS)
Enclosure-3	General Terms & Conditions (GT&C)
Enclosure-4	Performa for EMD Bank Guarantee
Enclosure-5	Integrity Pact(IP)Format – Not Applicable
Enclosure-6	Integrity Pact Bank Guarantee (IPBG) format – Not Applicable
Enclosure-7	Security Deposit Bank Guarantee format(SDBG)
Enclosure-8	Performance Bank Guarantee (PBG) format
Enclosure-9	Loading factors for ranking of bids
Enclosure-10	RTGS format
Enclosure-11	Details for remittance towards SD
Enclosure-12	Shipping Instruction
Enclosure-13	Letter of Credit format
Enclosure-14	Official Secret Act 1923
Enclosure 15	Contact Details of the bidder
Enclosure 16	Blank rate sheet
Enclosure 17	TEF, STAC, GTAC Acceptance form
Enclosure 18	Format for self-certification by local suppliers.



MAZAGON DOCK LIMITED

(A Govt. Of India Undertaking)

SHIPBUILDING DESIGN ENGINEERING
DOCKYARD ROAD, MUMBAI - 400 010


TECHNICAL SPECIFICATION FOR PROCUREMENT OF SYSTEM PIPES

QUANTITY: AS PER ATTACHED P.R.

PREAMBLE	NOT APPLICABLE
TECHNICAL SPECIFICATION	APPLICABLE
GENERAL REQUIREMENTS	APPLICABLE

PROJECT	:	P15B
YARD NO	:	12704 / 12705 / 12706 / 12707
CLIENT	:	INDIAN NAVY
DOCUMENT NO	:	MDL/DR/P15B/PIPES/102

REV	DATE	DESCRIPTION	PRPD. BY	CHKD. BY	APPD. BY
0	24/06/2013	FIRST ISSUE	A.A.KORE DM (D-E)	J. PANGRAHI CM (D-E)	A.S.SONAWANE AGM (D-E)

	MAZAGON DOCK LTD.,	DESIGN	T.S.P. NO.	PIPES:102
	(A Govt. Of India Undertaking)	ENGINEERING	REV. NO.	0
	Dockyard Road, Mumbai -400 010.	YARD - 12704-705-706-707	DATE	24/06/2013
		SYSTEM PIPES	PAGE	3 OF 14

SECTION I

GENERAL REQUIREMENT

1.1 APPLICATION:

The specification relates to design, manufacture & supply of Process Pipes to be used for Corrosive, Non corrosive & toxic fluid systems in Naval Vessels.

The specification defines Naval duties & details pertaining to evaluation & testing of the equipment. This document is prepared as a guidance document for the Manufacturer to ensure that their products meet the standards of installation on naval ships.

1.2 SUPPLIER'S OFFER:

The offer should be strictly conforming to the details indicated in this specification and in the relevant specifications / drawings / documents (All Latest issues are to be followed).

No omission in the Specifications shall relieve the supplier of his responsibility to ascertain these requirements to perform work & furnish material in accordance with codes specified.

The OFFER should be complete with all relevant details such as Detailed Technical Specification, Material Specification, Overall Dimensions, Storage/ Preservation Details etc.

Any clarification required regarding Technical Specification / Requisition should be sought before submission of the offer.

OFFER: The suppliers' offer shall contain minimum of the following documents:

- i) Manufacturing Process,
- ii) Certificate of conformity duly filled, signed & stamped,
- iii) Deviation form duly filled,
- iv) Clause wise conformallon to all points,
- v) Details of past supply of to Indian Navy with purchase order copies,
- vi) Preliminary Quality assurance Plan.


1.3 DEVIATIONS:

In case the items offered are NOT conforming to the details given in the Specification the offer should clearly indicate a comparative statement of the requirement indicated in the Specification and the relevant Specifications vis-à-vis the items offered, for INDIAN NAVY/MAZAGON DOCK Consideration. Please refer ANNEXURE No. 01 for Format. Deviations listed other than those in deviation form shall be considered null & void.

NO deviations will be granted after the placement of order.

1.4 CERTIFICATE OF CONFORMITY:

The offer should be complete with 'CERTIFICATE OF CONFORMITY' as per format detailed at ANNEXURE NO. 2.

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1.5 DOCUMENTATION:

- i) Manufacture of the item is to be undertaken only after the approval of QAP.
- ii) The manufacture of all the items is to be strictly as per the specifications and the requirements stated above. Any deviation, however minor, must meet the prior approval of MDL/ NSM (DND).
- iii) Each consignment is to be accompanied by following drawings & documents:-

SR. NO.	TYPE OF DOCUMENTS/DRAWINGS	QUANTITY REQUIRED
(a)	MATERIAL TEST CERTIFICATE	06
(b)	FACTORY TEST CERTIFICATE	06
(c)	INSPECTION CERTIFICATE	06

- iv) Documentation is to be forwarded to the consignee in a separate enclosure, along with supplies.
- v) Documents, Drawings & Part list as applicable must be in English language only.
- vi) All Drawings & Documents shall contain dimensions & other parameters in S.I. Units only.
- vii) Computerized Vendor documents shall be prepared by using the following software
 - a) Documents: MS WORD 2010/Latest version.
- viii) Vendor to submit type Approval Certificate, if any, along with the offer.
- ix) The documentation is to include Certificate of Compliance of items. The Compliance certificate has to include a statement that the material complies with all the requirements of code and to be endorsed by an authorized inspection representative.
- x) Material/Test/Inspection Certificate is to carry a reference number or any other details so as to relate the certificates with the relevant material.

1.6 QUALITY ASSURANCE:

The detail design, material & workmanship shall be in accordance with the good marine practices, to ensure reliability, durability & ease of maintenance, which comply with ship's requirements.

1.6.1 QUALITY ASSURANCE PLAN:

- (i) The manufacturer shall submit a quality inspection & control plan, post order, for approval to MAZAGON DOCK/INDIAN NAVY.
- (ii) Manufacture of the Pipes to commence only after approval of QAP only.
- (iii) Approval of proposed Quality Inspection & Control Plan will be done post order by INDIAN NAVY/MAZAGON DOCK.
- (iv) Details of test equipment test methods, preliminary qualification tests, etc. is to be indicated in the Quality & Inspection Plan submitted.
- (v) All pipes shall be inspected as per Quality Assurance Plan duly approved by MDL or any Third Party Inspection agency.



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1.7 INSPECTION:

- i) Vendor shall have a system to ensure that all inspection, measuring & test equipment used to produce the product ordered are calibrated & fit for use.
- ii) Vendor shall do all that is necessary to comply with purchase order with regard to Inspection/Quality Control requirements, submission of reports, certificates etc.; & provide every assistance for inspection/witnessing of tests by purchasers' representative or by a third party appointed by INDIAN NAVY.
- iii) Vendor shall make available to the inspector all drawings, codes & Specification for his reference during inspection, free of cost.
- iv) Vendor shall provide all sorts of assistance as regards requirements of tools & instruments, manpower required during inspection free of cost.
- v) The items supplied will be inspected by the agencies as indicated below and inspection certificate should accompany the supplies.

For Quality Control : THIRD PARTY INSPECTION AGENCY

For Receipt Inspection : WARSHIP OVERSEEING TEAM (NAVY) / MAZAGON DOCK (MUMBAI)
(At MAZAGON DOCK LTD,
MUMBAI)



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SECTION: II

2.1 TECHNICAL REQUIREMENTS

- i) Scope of supply will cover Manufacture, Inspection, Testing, Packaging and Forwarding & Satisfactory Operation on board ship for all the pipes listed in this specification.
- ii) The Material, Constructional & Testing requirement of Pipes shall conform to the Codes / Standards specified.
- iii) Types of pipes covered by this specification are as follows;
 - A) 90/10 Copper Nickel Pipes
 - B) 70/30 Copper Nickel pipes.
 - C) Copper Pipes



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A) 90/10 COPPER NICKLE PIPES

1) MANUFACTURING CODE:- NES 779 PART III

- i. All Pipes shall be solid drawn from billets or hollows & seamless in construction.
- ii. Dimensions of Pipes are to conform to NES 779 Part III. Dimensional Variations, if any shall be as per NES779 Part III.
- iii. Pipes are not to be redrawn from used pipes.
- iv. Dimensional Tolerances, Chemical Composition, Physical Properties, Heat Treatment, testing & Marking shall conform to the relevant Codes & Standards. Deviation (s), if any shall be clearly highlighted in the offer.
- v. All Pipes are to be supplied in the fully annealed condition.
- vi. All heat treatment is to be carried out in a furnace operating with an atmospheric sulphur content less than 0.005 g / cu.m
- vii. All Pipes shall be hydrostatically tested to test Pressure of 20 Bar.
- viii. All Pipes Shall not have any Circumferential joint in a random length.
- ix. No repair Welding is permitted.
- x. The pipes are to conform to the chemical composition of CN102 listed in Bs 2871 Part II.
- xi. The density of CN102 at 20 deg C is 8900 kg/cu.m.
- xii. The pipes shall be reasonably straight, smooth & cylindrical. The ends shall be cut square with the axis of the tube & shall be free from excessive burrs.
- xiii. The Supplied Pipes Shall be in standard length of 5 to 6 meters.
- xiv. Following production tests are required to be carried out on each length of pipes in addition to all tests referred in NES specification.
 - (a) Eddy current test as per BS 3888 Part 2B - For pipes of NB upto 100 mm.
 - (b) Ultrasonic tests - For pipes of NB more than 100 mm.
 - (c) Ultrasonic thickness gauging - For all pipes.
- xv. Hydro testing of pipes is to be carried out in annealed condition
- xvi. The eccentricity of the bore relative to the outside diameter is not to be greater than the thickness tolerance will permit.
- xvii. The tolerance for 90/10 CuNi pipes shall be as detailed below;

Pipe Size (mm)		Tolerance On			
From	Up to	*Specified Thickness		Ovality	
		Plus	Minus	Plus	Minus
6	108	10%	0	1%	1%
	ABOVE 108	12.50%	0	1%	1%

*Maximum deviation at any point.

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2) DOCUMENTATION:-

Material & Test Certificate shall accompany the Material Supplied. The Certificate shall contain the following information;

- i. Designation of the Pipe.
- ii. Ladle Analysis.
- iii. All Test results as per NES 779 Part III for 90/10 Cu Ni pipes
- iv. Manufacturing Process
- v. Specified Heat Treatment Carried out by the Manufacturer.
- vi. A statement that the material complies with the requirement of the standard NES 779 Part III.

3) MARKING & DESPATCH:

- i. The Pipes shall be cleaned to remove all contamination & moisture. After cleaning the tube ends are to be suitably sealed to prevent ingress of moisture & contamination during transport & storage.
- ii. Each Pipe shall be legibly marked for identification by printing directly on to the outside surface of the Pipe using ink, which will not have any adverse effect on the material. The markings are not to be less than 5mm high & are to be repeated along the entire length of the Pipe. The maximum distance between markings is not to exceed 300mm.
- iii. The quality of the paint or ink as applied shall be such that it shall have a life of atleast three years in storage.
- iv. The marking shall consist of the following in the sequence indicated;
 - (a) Manufacturer's Name or Identification Mark.
 - (b) Pipes Designation. (Material, Size & Class, Test Pressure.)
 - (c) Heat No/ Batch No.
 - (d) Purchase Order No.
- v. Pipes shall not be marked by Metal Spraying or Vibro Etching.
- vi. The Pipes shall be protected from rust, Corrosion & Mechanical damage during transportation, transit & Storage.
- vii. The rust/Corrosion Preventive used shall be easily removable with a petroleum solvent or the same shall not be harmful to welding.
- viii. Both ends of Pipes shall be protected with Plastic, wood or metal cover.



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B) 70/30 COPPER NICKLE PIPES

1) MANUFACTURING CODE:- NES 780 PART III

- i. All Pipes shall be solid drawn from billets or hollows & seamless in construction.
- ii. Dimensions of Pipes are to conform NES 780 Part III. Dimensional Variations, if any shall be as per NES 780 Part III.
- iii. Pipes are not to be redrawn from used pipes.
- iv. Dimensional Tolerances, Chemical Composition, Physical Properties, Heat Treatment, testing & Marking shall conform to the relevant Codes & Standards, Deviation (s), if any shall be clearly highlighted in the offer.
- v. All Pipes are to be supplied in the fully annealed condition.
- vi. All heat treatment is to be carried out in a furnace operating with an atmospheric sulphur content less than 0.005 g / cu.m
- vii. All Pipes shall be hydrostatically tested to test Pressure of 420 Bar.
- viii. All Pipes Shall not have any Circumferential joint in a random length.
- ix. No repair Welding is permitted.
- x. The density of this alloy at 20 deg C is 8850 kg/cu.m.
- xi. The pipes are to conform to the chemical composition detailed in NES 780 Part III.
- xii. The pipes Shall be Reasonably straight, smooth & cylindrical. The ends shall be cut square with the axis of the tube & shall be free from excessive burrs.
- xiii. The Supplied Pipes Shall in standard length of 5 to 6 meters
- xiv. Following production tests are required to be carried out on each length of pipes in addition to all tests referred in NES specification.
 - (a) Eddy current test as per BS 3889 Part 2B - For pipes of NB upto 100 mm.
 - (b) Ultrasonic tests - For pipes of NB more than 100 mm.
 - (c) Ultrasonic thickness gauging - For all pipes.
- xv. All non-destructive testing on final size of pipe shall be tested prior to the final anneal or heat treatment
- xvi. Tolerances for general purpose tubes are to be as per NES 780 PART 3-(ANNEXURE.-G)

Nominal Pipe Size (mm)		Tolerance On			
From	Up to but not Included	*Specified Thickness		Ovality	
		Plus	Minus	Plus	Minus
3	20	15%	0%	0.25%	0.25%
20	35	15%	0%	0.25%	0.25%
35	55	15%	0%	0.50%	0.50%

*Maximum deviation at any point.

- xvii. The eccentricity of the bore relative to the outside diameter is not to be greater than the thickness tolerance will permit.



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2) DOCUMENTATION:-

Material & Test Certificate shall accompany the Material Supplied. The Certificate shall contain the following information;

- i. Designation of the Pipe.
- ii. Ladle Analysis.
- iii. All Test results as per NES 780 Part III.
- iv. Manufacturing Process
- v. Specified Heat Treatment Carried out by the Manufacturer.
- vi. A statement that the material complies with the requirement of the standard NES 780 Part III.

3) MARKING & DESPATCH:

- i. The Pipes Shall be cleaned to remove all contamination & moisture. After cleaning the tube ends are to be suitably sealed to prevent ingress of moisture & contamination during transport & storage.
- ii. Each Pipe Shall be legibly marked for identification by printing directly on to the outside surface of the Pipe using an ink which will not have any adverse effect on the material. The markings are not to be less than 5mm high & are to be repeated along the entire length of the Pipe. The maximum distance between markings is not to exceed 300mm.
- iii. The quality of the paint or ink as applied shall be such that it shall have a life of at least three years in storage.
- iv. The marking shall consist of the following in the sequence indicated;
 - (a) Manufacturer's Name or Identification Mark.
 - (b) Pipes Designation. (Material, Size & Class, Test Pressure.)
 - (c) Heat No/ Batch No.
 - (d) Purchase Order No.
- v. Pipes shall not be marked by Metal Spraying or Vibro Etching.
- vi. The Pipes Shall be Protected from rust, Corrosion & Mechanical damage during transportation, transit & Storage.
- vii. The rust/Corrosion Preventive used shall be easily removable with a petroleum solvent or the same shall not be harmful to welding.
- viii. Both ends of Pipes shall be Protected with Plastic, wood or metal cover.



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C) COPPER PIPES

1) MANUFACTURING CODE:- NES 837

- i. All Pipes shall be solid drawn from billets or hollows & seamless in construction.
- ii. Dimensions of Pipes are to conform to NES 837. Dimensional Variation's, if any shall be as per NES 837.
- iii. Pipes are not to be redrawn from used pipes.
- iv. Dimensional Tolerances, Chemical Composition, Physical Properties, Heat Treatment, testing & Marking shall conform to the relevant Codes & Standards. Deviation (s), if any shall be clearly highlighted in the offer.
- v. The Pipes supplied shall be half hard temper produced by Cold drawing.
- vi. All Pipes shall be hydrostatically tested to test Pressure of 20 Bar.
- vii. All Pipes Shall not have any Circumferential joint in a random length.
- viii. No repair Welding is permitted.
- ix. The pipes are to conform to the chemical composition of C-106 listed in BS2871 Part II.
- x. The pipes shall be reasonably straight, smooth & cylindrical. The ends shall be cut square with the axis of the tube & shall be free from excessive burrs.
- xi. The Supplied Pipes Shall in standard length of 5 to 6 meters.
- xii. Following production tests are required to be carried out on each length of pipes in addition to all tests referred in NES specification.
 - (a) Eddy current test as per BS 3889 Part 2B - For pipes of NB upto 100 mm.
 - (b) Ultrasonic tests - For pipes of NB more than 100 mm.
 - (c) Ultrasonic thickness gauging - For all pipes.
- xiii. All non-destructive testing on final size of pipe shall be tested prior to the final anneal or heat treatment.
- xiv. The eccentricity of the bore relative to the outside diameter is not to be greater than the thickness tolerance will permit
- xv. The tolerance for Copper pipes shall be as detailed below;

Pipe Size (mm)		Tolerance On			
From	Up to	*Specified Thickness		Ovality	
		Plus	Minus	Plus	Minus
6	108	10%	0	1%	1%
	ABOVE 108	12.50%	0	1%	1%

*Maximum deviation at any point.



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2) **DOCUMENTATION:-**

Material & Test Certificate Shall accompany the Material Supplied .The Certificate Shall Contain the following information;

- I. Designation of the Pipe.
- II. Ladle Analysis.
- iii. All Test results as per BS: 2871 Part II.
- iv. Manufacturing Process
- v. Specified Heat Treatment Carried out by the Manufacturer.
- vi. A statement that the material complies with the requirement of the standard NES 837.

3) **MARKING & DESPATCH:**

- I. The Pipes shall be cleaned to remove all contamination & moisture. After cleaning the tube ends are to be suitably sealed to prevent ingress of moisture & contamination during transport & storage.
- ii. Each Pipe shall be legibly marked for identification by printing directly on to the outside surface of the Pipe using ink, which will not have any adverse effect on the material. The markings are not to be less than 5mm high & are to be repeated along the entire length of the Pipe. The maximum distance between markings is not to exceed 300mm.
- iii. The quality of the paint or ink as applied shall be such that it shall have a life of at least three years in storage.
- iv. The marking shall consist of the following in the sequence indicated;
 - (a) Manufacturer's Name or Identification Mark.
 - (b) Pipes Designation. (Material, Size & Class, Test Pressure.)
 - (c) Heat No/ Batch No.
 - (d) Purchase Order No.
- v. Pipes shall not be marked by Metal Spraying or Vibro Etching.
- vi. The Pipes shall be protected from rust, Corrosion & Mechanical damage during transportation, transit & Storage.
- vii. The rust/Corrosion Preventive used shall be easily removable with a petroleum solvent or the same shall not be harmful to welding.
- viii. Both ends of Pipes shall be protected with Plastic, wood or metal cover.



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APPENDIX NO.02

CERTIFICATE OF CONFORMITY

(To be filled in by the SUPPLIER & submitted as part of the Offer)

M/s. _____

With reference to the subject Requisition received along with the MDL Inquiry and our QUOTATION No. _____ Dated _____ we hereby confirm / clarify the following:

1. **REGISTRATION WITH DQA(WP) / DQA (N) / MDL :**
We are NOT Registered / already REGISTERED (*) with _____ for manufacture and supply of following items
(a) _____
(b) _____
2. **PAST PERFORMANCE:**
We have NOT Supplied / have SUPPLIED (*) identical / similar (*) ITEM to MDL in the past. The relevant Order references are given below :
(a) _____
(b) _____
3. **REQUISITION / DRAWINGS / SPECIFICATIONS / SOR :**
We ARE NOT / ARE (*) fully aware of the relevant Drawings / Specifications / SOR etc. indicated in the REQUISITION and the related Documents.
4. **DEVIATION:**
The OFFER is fully in compliance with the Requisition WITHOUT any deviation / EXCEPT for the deviations listed in the attached formal (*).
5. **BINDING DATA:**
OUR Drawings with necessary BINDING DATA such as Overall Dimensions, SEATING Details / Bolting Plan, Connection / Interface Details, Face to Face Dimensions is ENCLOSED / NOT Enclosed (*) with the offer. We have noted that any change in Binding Data shall require specific approval from MDL/NSM.
6. **DOCUMENTS / DATA:**
The following Technical Documents / DATA SHEETS are enclosed herewith
(a) (To be specified if applicable)

For M/s. _____

Signature: _____ Date: _____

Stamp:

(*) Strike out which is NOT APPLICABLE.

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

- 101 The word '*Purchaser*' refers to MAZAGON DOCK SHIPBUILDERS 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 Shipbuilders 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.

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

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

230. RECOVERY-ADJUSTMENT PROVISIONS:

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

240. ADDITIONAL BANK GUARANTEE

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

250. INDEMNIFICATION

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

260. TRANSFER OF SUPPLIERS / CONTRACTOR'S RIGHTS:

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

270. SUBCONTRACT & RIGHT OF PURCHASER

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

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

280. PATENT RIGHTS.

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

290. AGENTS/AGENCY COMMISSION:

291. The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor/stockiest of original manufacturer of the stores referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommended to the Buyer or any of its functionaries, whether officially or unofficially , to the award of the Contract / Purchase order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward , fees, commission or consideration to such person, party, firm or institution , whether before or after the signing of this Contract / Purchase order, the Seller will be liable to refund that amount to the Buyer.

The seller will also be debarred from participation in any RFQ/Tender for new projects/program with Buyer for a minimum period of five years.

The buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the buyer in terms of the Contract along with interest at the rate of 2% per annum or 6% whichever is higher above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and base rate of SBI plus 2% (for Indian Vendors). The Buyer will also have the right to recover any such amount from any contracts concluded earlier with Buyer.

300. USE OF UNDUE INFLUENCE / CORRUPT PRACTICES:

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

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

302. The Bidder / Supplier / Contractor shall not offer or agree to give any person in the employment of Purchaser any gift or consideration of any kind as "Inducement" or "reward" for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract/s. Any breach of the aforesaid condition by the Bidder / Supplier / Contractor or any one employed by them or acting on their behalf (whether with or without the knowledge of the Bidder / Supplier / Contractor) or the commission of any offence by the Bidder / Supplier / Contractor or by any one employed by them or acting on their behalf which shall be punishable under the Indian Penal Code 1980 and/or the Prevention of Corruption by Public Servants, shall entitle Purchaser to cancel the contract/s and all or any other contracts and then to recover from the Bidder / Supplier / Contractor the amounts of any loss arising from such contracts' cancellation, including but not limited to imposition of penal damages, forfeiture of Security Deposit, encashment of the Bank Guarantee and refund of the amounts paid by the Purchaser.
303. In case, it is found to the satisfaction of the Purchaser that the Bidder / Supplier / Contractor has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents / Agency Commission and use of undue influence, the Bidder / Supplier / Contractor, on a specific request of the Purchaser shall provide necessary information / inspection of the relevant financial document / information.

310. IMMUNITY OF GOVERNMENT OF INDIA CLAUSE

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

320. EXPORT LICENCE

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

330. BANNED OR DE-LISTED CONTRACTORS / SUPPLIERS.

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

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

340. DUTY OF PERSONNEL OF SUPPLIER/SUPPLIER

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

350. DISPUTE RESOLUTION MECHANISM AND ARBITRATION

351. DISPUTE RESOLUTION MECHANISM (DRM)

- i) Any dispute / differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations.
- ii) In case of non-settlement by (i) above, if at any time, before, during or after the contract period any unsettled claim, dispute or difference arose between the parties, upon or in relation to or in connection with or in any way touching or concerning this tender/agreement/order/contract, the same shall be referred to the concerned Functional Director.
The Functional Director shall then nominate an Executive of the rank of General Manager whom he thinks fit and competent or a Committee of Executives who/which shall then scrutinize the claims/disputes that have been referred to the concerned Functional Director and make efforts for amicable settlements by mutual discussions/negotiations.
- iii) In case no amicable settlement is arrived by (ii) above within a period of 3 months then the contractor shall approach Public Grievance Cell and address the disputes as per the provisions made under the relevant clause of the contract.
- iv) In case the issues/disputes do not get settled within a period of six months from the date of submission of the dispute to the Grievance Cell, then the contractor may invoke Arbitration Clause of the Contract.

352. ARBITRATION

Unresolved disputes/ differences, if any, shall then be settled by Arbitration. The Arbitration proceedings shall be conducted at Mumbai, India, in English Language, under the Arbitration & Conciliation Act, 1996.
MDL prefers to have arbitration through Institutes such as Indian Council of Arbitration (ICA)/ICA-DR, with the mutual consent of the parties.

- 353. In case of unresolved difference / dispute between the Purchaser and Supplier, being Central Public Sector Enterprises/Central Govt. departments, the disputes shall be resolved firstly through mutual discussion or through the empowered agencies of the Govt. or through arbitration by reference by either party to the department of Public Enterprises, as per extant guidelines. If disputes/differences remain unresolved/unexecuted, the same shall be referred first to the Cabinet Secretariat and then, if necessary to the PMO.
- 354. Any changes to arbitration clause must be vetted by HOD (Legal) before incorporation in contract/PO.

360. JURISDICTION OF COURTS

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

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

370. INDIGENIZATION

371. Bidders while participating shall provide details on list of items being imported, proposed Indigenization content, Model & Plan towards indigenization in their techno-commercial offer. The proposed indigenization plan shall be formulated in such a manner that there is a progressive increase towards indigenization as well as items indigenised across the shipsets as follow:

Ship Set	Yard 12704	Yard 12705	Yard 12706	Yard 12707
Indigenisation %				
Proposed Item being indigenized (List here)				

372. REJECTION OF OFFER:

Bidders not agreeing to accept Indigenization clause, Purchase preference and/or Price preference clause and submission of INDBG shall be categorically rejected. Bidders with more than 50% FE content (Indian firm) & less than 30% INR content (Foreign firms) are liable for rejection.

373. PREFERENTIAL TREATMENT:

PURCHASE PREFERENCE:

- i) Tenders where all bids are from Indian supplier:
Purchase Preference shall be extended to bidders where the difference in FE content of L1 & L2 is more than 10% of FE content of L1 firm and the difference in overall quote of L1 & L2 is less than 10% of the L1 firm.
- ii) Tenders where all bids are from Foreign supplier:
Purchase Preference shall be extended to bidders where the difference in INR content of L1 & L2 is more than 10% of INR content of L1 firm and the difference in overall quote of L1 & L2 is less than 10% of the L1 firm.
- iii) Tenders where all bids are from both Indian & Foreign supplier:
Purchase Preference shall be extended to Indian bidders where the difference in overall quote of L1 & L2 is less than 10% of the L1 firm, L1 firm being a foreign firm.

PRICE PREFERNCE:

MDL reserves the right to go for even "Price Preference" in case, level of Indigenization is considerably high by a firm which is otherwise not L1.

374. INDIGENIZATION BANK GUARNATEE (INDBG):

Supplier who enjoys the advantage of Indigenization clause with Purchase / Price preference shall submit Bank Guarantee as per GT&C Clause No. A 210.

STACS ACCEPTANCE FORMAT

To,
PE(C-P15B),
Commercial (P-15B),
Mazagon Dock Shipbuilders Limited.

Tender Enquiry No _____ Date _____

Cl. No.	Clause Heading.	Bidder's Remark	Cl. No.	Clause Heading.	Bidder's Remark
101.	Purchaser		270.	Subcontract & right of purchaser	
102.	Bidder/Supplier/ Contractor'		280.	Patent rights	
103.	Owner		290.	Agents / agency commission	
120.	General		300.	Use of undue influence / corrupt practices	
200.	Communication & language for documentation:		310.	Immunity of government of India clause	
210.	Purchaser's property		320.	Export License	
220	Risk Purchase		330.	Banned or de-listed contractors / suppliers	
230.	Recovery-adjustment provisions		340.	Duty of Personnel of Supplier /Supplier	
240.	Additional Bank Guarantee		350.	Dispute resolution mechanism and Arbitration	
250.	Indemnification		360.	Jurisdiction of courts	
260.	Transfer of suppliers / contractor's rights		370.	Indigenization	

Company's Name & Address

Signature:

Date:

Name:

Designation:

Bidder's Company Seal:

NOTES:

1. Bidder(s) should carefully read the Standard Terms & Conditions (STACS) included in the tender prior to filling up this acceptance format.
2. This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
3. Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
4. Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
5. STACS clause numbers shown in the above format also includes the sub-clauses under these clauses. For example 220 means - clause nos. 220, 221, 222.

GENERAL TERMS & CONDITIONS (GT&C) FOR ITEMS & SERVICES

A10. BLANK

A20. SECURITY DEPOSIT.

A21. The successful bidder shall submit a Security Deposit @ 5 % of the contract / order value (excluding taxes, duties, freight, service component) of the Order in the form of NEFT / Demand Draft / Bank Guarantee in the prescribed format in favour of Purchaser within 25 days from date of Contract. The Security Deposit will be returned only after the successful execution of the order / contract. Refund of Security Deposit whenever considered admissible by the Purchaser, shall be without interest only.

A30. FORFEITURE OF EMD / BID BOND.

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

A40. FORFEITURE OF SECURITY DEPOSIT.

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

A50. FORFEITURE OF PERFORMANCE GUARANTEE

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

A60. SUPPLIES

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

A70. PROGRESS REPORTING & MONITORING

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

GENERAL TERMS & CONDITIONS (GT&C) FOR ITEMS & SERVICES

A80. CANCELLATION OF ORDER

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

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

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

A90. # PRESERVATION AND MAINTENANCE

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

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

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

A100. FREIGHT AND INSURANCE.

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

GENERAL TERMS & CONDITIONS (GT&C) FOR ITEMS & SERVICES

A102. For Foreign Bidders.

For overseas supplies on CIF basis. Freight & Insurance up to port of destination (Sea/Air) shall be arranged by the Supplier/Contractor. The Bidder / Supplier / Contractor shall immediately on dispatch of the items, inform all relevant details of dispatch such as Order number, Bill of Lading/AWB number marked as Freight Paid, Insurance policy/document, number of packages, value of consignment, invoice number directly to Purchaser's Insurance Company & Purchaser in time. In case of delivery term other than CIF/CIP, the freight & insurance charges will be paid by the purchaser directly to the parties concerned.

A110. TAXES & DUTIES / STATUTORY LEVIES.

A111. Taxes and duties applicable, if any, shall be regularized by MDL by issuing necessary exemption certificates in respect of procurement for Defence Projects. Bidder shall indicate separately the taxes and duties applicable in their offer. When the items qualify for exemption partly/fully but the supplier did not avail of the same, the amount of taxes and duties on such supplies shall be to supplier's account. In cases where exemption certificates are not issued for any reason, taxes shall be paid as indicated in the Purchase Order/Contract. Tax deduction at source will be effected wherever applicable (e.g. TDS under Income tax Act, TDS on Works Contract under MVAT Act etc.) from the bills of the Supplier as per statutes. Octroi duty exemption certificate issued by Customer's representative will be provided on Supplier's written intimation with relevant details regarding readiness of items for dispatch. Where payment of Octroi duty is agreed to and stipulated in the Purchase Order / Contract, the same will be reimbursed by Purchaser at actual after receipt of Supplier's bills along with 'Original Octroi paid money receipt' and copy of Form 'B'. Octroi receipts are to be drawn/issued in the name of 'Mazagon Dock Shipbuilders 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 Shipbuilders 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.

GENERAL TERMS & CONDITIONS (GT&C) FOR ITEMS & SERVICES

- A112. Stamp Duty (Applicable only for the Work Contracts): It shall be incumbent on the successful tenderer to pay Stamp duty on the contract. As per the provision made in article 63, Schedule-I, read with section 30, of the Maharashtra Stamp Act (Bombay Act LX of 1958), Stamp duty is payable by the successful tenderer for "works contract" that is to say, a contract for works and labour or services involving transfer of property in goods (whether as goods or in some other form) in its executions and includes a sub-contract, as under:

Contract Value	Stamp Duty
a. Where the amount or value said forth in work contract does not exceed Rs. 10 Lakhs.	Rs. 500.00
b. Where it exceeds rupees 10 Lakhs	Rs. 500.00 +1% of the amount above ten lakhs subject to maximum of Rs. 25 lakhs.

A120. DEMURRAGE

- A121. Storage and Demurrage charges will be payable by the Bidder / Supplier / Contractor for all shipments that reach purchaser without proper 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 Executive nominated by Purchaser at stages defined in the tender / Purchase Order or as agreed to be defined subsequently in terms of the Purchase Order.

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

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

A140. RECEIPT INSPECTION BY MDL.

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

A150. REJECTION OF MATERIALS.

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

GENERAL TERMS & CONDITIONS (GT&C) FOR ITEMS & SERVICES**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.

GENERAL TERMS & CONDITIONS (GT&C) FOR ITEMS & SERVICES

A190 BIDDER'S RESPONSE IN CASE OF NO PARTICIPATION

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

A200. FACILITY PROVISION (Applicable only for Services)

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

A210. INDIGENIZATION BANK GUARANTEE (INDBG)

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

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

A220 FORFEITURE OF INDIGENIZATION BANK GUARANTEE (INDBG)

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

A230 PREFERENCETIAL PURCHASE FROM MSE VENDORS:

A231 MDL has right to place order on MSE firm meeting following criteria:

In tenders, if participating MSEs quoted prices are within price band of L1+15%, such MSEs shall also be allowed to supply a portion up to 20% of requirement by bringing down their prices to L1 price where L1 is non MSEs. If more than 1 MSEs fall under such criteria then this 20% shall be distributed proportionally. This preference shall not be applicable where MSE firm is L1 firm. % out of 20 percent target of annual procurement from Micro and Small Enterprises, a sub-target of 20 percent (i.e 4 percent out of 20 percent) shall be earmarked for procurement from Micro and Small Enterprises owned by the Scheduled Caste or the Scheduled Tribe Entrepreneurs. In respect of items reserved for MSE, extant guidelines shall be followed. Presently Circular No. S.O. 581 (E) dated 23.03.2012 is applicable.

ACCEPTANCE FORM FOR GENERAL TERMS AND CONDITIONS

To,
PE(C-P15B)
Commercial - P15B.
Mazagon Dock Shipbuilders Limited

Tender Enquiry No. _____ Date _____

Cl. No.	Clause Heading.	Bidder's Remark	Cl. No.	Clause Heading.	Bidder's Remark
A10.	Blank		A130.	Inspection, Testing	
A20.	Security Deposit		A140.	Receipt inspection by MDL	
A30.	Forfeiture of EMD / bid bond		A150.	Rejection of materials	
A40.	Forfeiture of Security Deposit		A160.	Technological Developments / Modifications	
A50.	Forfeiture of performance guarantee		A170.	Purchaser's right to accept any bid, part of bid and to reject any or all bids	
A60.	Supplies		A180.	Bank Guarantee / Insurance cover for free issue material	
A70.	Progress reporting & monitoring		A190.	Bidder's response in case of no participation	
A80.	Cancellation of order:		A200.	Facility provision (applicable only for services):	
A90.	Preservation and Maintenance:		A210.	Indigenisation bank guarantee (INDBG)	
A100.	Freight & Insurance		A220.	For feature of Indigenisation bank guarantee (INDBG)	
A110.	Taxes & Duties / Statutory Levies		A230.	Preferential purchase from MSE vendors	
A120.	Demurrage				

Company's Name & Address:

Signature:

Date:

Name:

Designation:

Bidder's Company Seal:

NOTES:

1. Bidders should carefully read the General Terms & Conditions (GT&C) of the Tender Enquiry prior to filling up this acceptance format.
2. This format should be properly filled, signed and returned by the bidder(s) 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. A90 means – Clause nos. A91, A92, A93.

PROFORMA BANK GUARANTEE FOR BID BOND / EMD
(On Non-Judicial stamp paper of value Rs. 500 /-)

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Company" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having agreed to accept the Earnest Money Deposit (EMD) of Rs-----
---(Rupees-----only) in the form of Bank Guarantee from Messers
..... a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at(hereinafter called " the tenderer" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) for participating in the Tender no.....dated..... (hereinafter called "the tender" which expression shall include any amendments/alterations to "the tender" issued by "the Company") for the supply, delivery at site, installation and commissioning of certain equipment, item/services/civil works etc., We, Bank having office at (hereinafter referred to as "the Bank" which expression shall includes its successors and assigns) hereby agree to pay to the Company without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) against any loss or damage, costs, charges and expenses caused to or suffered by the Company by reason of non performance and non-fulfillment or for any breach on the part of the tenderer of any of the terms and conditions of the said tender.

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

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

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

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

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

7. Notwithstanding anything contained herein above:

i) Our liability under this guarantee shall not exceed Rs.....

ii) This Bank Guarantee shall be valid upto and including; and

iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(validity + --- weeks from the date of expiry of this guarantee).

8. This Guarantee shall be governed by Indian laws and the Courts at Mumbai, India shall have the exclusive jurisdiction.

IN WITNESS WHEREOF the Bank has executed this document on this..... day of

.....

For Bank

(by its constituted attorney

or the person authorized to sign)

(Signature of a person authorized
to sign on behalf of "the Bank")

NOTE :-

1. Indigenous supplier or Foreign Supplier through Indian Bank to submit BG.

2. If foreign supplier submits BG through Foreign Bank the same should be submitted by SWIFT.
MDL Bank SWIFT A/c. No. is SBININBB101.

PROFORMA BANK GUARANTEE FOR SECURITY DEPOSIT
(On Non-Judicial stamp paper of value Rs. 500/-)

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Purchaser" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers..... a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at(hereinafter called " the Contractor/ Supplier" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for the supply , delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order and the Purchaser having agreed with the Contractor/Supplier to accept a Bank Guarantee in lieu of Security Deposit payable under the said order for the fulfillment and performance of the said order, We, Bank having office at (hereinafter referred to as "the Bank" which expression shall includes its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) being 5% of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non performance and non-fulfillment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.

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

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

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

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

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

7. Notwithstanding anything contained herein above:

- i) Our liability under this guarantee shall not exceed Rs.....
- ii) This Bank Guarantee shall be valid upto and including; and
- iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(validity + --- weeks from the date of expiry of this guarantee).

8. This Guarantee shall be governed by Indian laws and the Courts at Mumbai, India shall have the exclusive jurisdiction.

IN WITNESS WHEREOF the Bank has executed this document on this..... day of

For Bank
(by its constituted attorney)
(Signature of a person authorised
to sign on behalf of "the Bank")

NOTE :-

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

PROFORMA BANK GUARANTEE FOR PERFORMANCE
(On Non-Judicial stamp paper of value Rs. 500/-)

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

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

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

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

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

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

7. Notwithstanding anything contained herein above:

- i) Our liability under this guarantee shall not exceed Rs.....
- ii) This Bank Guarantee shall be valid upto and including; and
- iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before (validity + --- weeks from the date of expiry of this guarantee).

8. This Guarantee shall be governed by Indian laws and the Courts at Mumbai, India shall have the exclusive jurisdiction.

IN WITNESS WHEREOF the Bank has executed this document on this..... day of

For Bank
(by its constituted attorney)

(Signature of a person authorised
to sign on behalf of "the Bank")

NOTE:-

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

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	Applicable only in case of FOB.	In case of 1(a)	In case of 1(a)
3	Add Sea/Air Freight charges / Inland Road Transport	Applicable only in case of FOB.	In case of 1(a)	In case of 1(a)
4	Customs Clearance / Port Handling / Transportation to Yard / inland insurance	In either case i.e. FOB or CIF Price	NIL	NIL
5	Interest for period of 20 days @ base rate of SBAR+2%	In case of FOB; interest on 1 (a)+2+3 In case of CIF : interest on 1(b)	NIL	NIL
6	Charges incurred towards L/C opening by MDL @ .	On LC Value	NIL	NIL
7	Cost (ex-MDL) excluding taxes & duties without loading towards any deviations	Sr. Nos. (1(a)+2+3+4+5+6) if FOB price quoted OR (1(b)+4+5+6) if CIF price	Sr. Nos. (1+2+3)	Sr. Nos. (1+2+3)

B. Loading due to variations in Financial Term.

8	Variation in payment Terms			
9	Cost (ex-MDL) excluding taxes & duties after loading for variations in financial term.	Sr.Nos. 7 + 8		

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

10	Additional delivery period sought over stipulated period as per Tender			
11	Additional time sought for supplying binding data.			
12	Liquidated damages per week rate / maximum ceiling			
13	Warranty / Guarantee			
14	Cost (ex-MDL) excluding taxes & duties after loading for variations on account of financial and commercial terms.	Sr.Nos. 9 + 10 + 11 + 12 + 13		

D. Landed Cost:

15	Taxes & Duties			
16	Landed Cost	Sr. Nos. 14 + 15		

1. MDL'S BANK ACCOUNT DETAILS:

NAME OF BANK A/C HOLDER : MAZAGON DOCK SHIPBUILDERS LTD
 BANK AND BRANCH : STATE BANK OF INDIA, COMMERCIAL BRANCH, FORT,
 MUMBAI-400023
 TYPE OF ACCOUNT : CURRENT
 BANK ACCOUNT NO : 11079519138
 IFSC CODE : SBIN0006070
 SWIFT CODE : SBININBB101

2. DETAILS OF REMITTANCE TO MDL'S BANK ACCOUNT:

(To be filled in by the vendors/firms making remittance of funds in MDL'S Bank Account)

Date of Remittance	Name of Firm	Vendor Code	MDL tender/ PO. Ref No.	Nature of Remittance viz. EMD/SD etc.	Amount Remitted (₹)

Signature of Vendor/Representative

3. SAP Parked Document No: _____ Date: _____

(To be filled in by MDL's Commercial Executive)

Sr. No.2 and 3 above will be filled in by the Vendor and MDL commercial Executive respectively and the form forwarded to Treasury Section for posting of SAP Document to the respective Bank Account.



Enclosure for SAMPLE FORMAT OF SHIPPING INSTRUCTIONS
(ILLUSTRATIVE FORMAT)

1. **MODE OF DESPATCH.** The goods may be despatched by sea or if more uneconomical by parcel post.
2. **SPECIMEN SHIPPING CLAUSE FOR LINER CARGOES.**
 - (a) **FOB/FAS CONTRACTS (IMPORTS).** In case the order is finalized by MDL on F.O.B./ F.A.S basis, the details of freight forwarding agent shall be obtained from the concerned commercial department.
 - (b) **CIF / CIP CONTRACTS (IMPORTS).** Shipping arrangements has to be made by the Contractor / Suppliers. Date of bill of lading (marked as freight paid) on CIF basis shall be considered for the purpose of levy of liquidated damages. The risk and ownership shall be transferred on CIF basis. Following documents must be arranged by the Contractor / Suppliers while making shipment.
 - (i) Bill of lading / AWB marked as Freight Paid
 - (ii) Invoice.
 - (iii) Packing note.
 - (iv) Order copy.
 - (v) Insurance Policy/Document.
 - (vi) Freight paid certificate.
 - (vii) Duty exemption certificate, wherever applicable.
 - (viii) Pre- dispatch inspection report by Inspection Agency as per Purchase order /contract.

Note:

 - > The Pre-dispatch inspection shall cover Inspection of packing, signing of challan for correctness of packing, certification for packing having done as per standard norms/international norms shall be mandatory part of scope of work.
 - > All the documents should clearly indicate the Purchaser's Order number, Import License Number, Airway Bill / Bill of Lading Number marked as Freight Paid, Insurance Policy number /Insurance Document reference no.
3. **FROM BLACK SEA PORTS OF USSR TO INDIA.** All contracts whether FOB/FOR/C&F/CIF etc. Transportation of equipment and materials under this contracts shall be done by Soviet and Indian Liner Vessels belonging to the Indo-Soviet Shipping Service on a party basis in accordance with the Soviet-Indian Agreement of the 6th April 1956 as amended up to date on the establishment of a regular shipping service between the Ports of the USSR and India.
4. **FROM ROSTOCK (GDR) TO INDIA F.O.B. CONTRACTS.** The seller should arrange shipment of stores by vessels belonging to the member-lines of the India-Pakistan-Bangladesh Conferences. If the seller finds that the space on the Conference lines vessels is not available in any specific shipment, he should take up with India-Pakistan-Bangladesh Conferences, Conferity House, East Grindstead, Sussex, U.K. for providing shipping space and also inform the shipping Co-ordination Officer, Ministry of Shipping & Transport, New Delhi.
(Cable: TRANSCHART, NEW DELHI. Telex: VAHAN ND - 2312, 2448 and 3104).
 - (a) The bills of lading should be drawn so as to show: -
SHIPPER: THE GOVERNMENT OF INDIA
CONSIGNEE: Government Department, Undertaking or Project concerned or Director of Supplies & Disposals / Embarkation Commandant (as specified in the tender). The name and address of the Post consignee and ultimate consignee should be indicated.
 - (b) The non-negotiable copies of the bills of lading shall indicate the gross freight paid
5. **PARCEL POST METHOD OF DESPATCH TO INDIA.** The goods must be packed suitably for postal dispatch to India, and the parcel must be addressed to M/s. Mazagon Dock Shipbuilders Limited., Mazagon, Mumbai 400 010, showing the Order Number, Item Number(s) and the Import License Number, on the Wrapper, below the address.
6. **PACKING & MARKING.**
 - (a) The materials must be adequately packed in all respects for normal transport by Sea/Postal/Air dispatch to India, suitably protected against the effects of a tropical salt-laden, atmosphere, in the event of delay at Indian Port, before clearing.



- (b) Each class of material, and particularly electrical equipment should be packed separately and gross weight of individual cases kept under 4480 lbs. Where possible. If more than one case is included in shipment, cases should be numbered 01 and up & the corresponding number should be shown on the packing list, listing contents therein. Gross weight must be shown on each package to avoid penalty of Rs. 500/- by the local customs. All materials should be properly protected against ocean shipment particularly the possibility of rusting, corrosion or breakage.
- (c) Every case / package must contain a packing note indicating particulars of the contents.
- (d) All timber used in the packing of the materials is to be free from bark, insects and fungi.

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

MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI

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

8. Special marking instruction should comply with the Indian Merchandise Marks Act.
- (a) Order packing cases to be clearly marked Made in _____
 - (b) Containers in packing boxes to be marked Made in _____
 - (c) Goods included in containers and packing cases to be marked either by stamping or tie labels with either :-
 - (i) Made in _____ (Country of Origin)
 - (ii) Name of the manufacturers plus Country of Origin e.g.

9. **SIR WILLIAM ARROL & CO. LIMITED, ENGLAND.** All spares and accessories shall be separately crated and labeled as "Spare Parts". The following documents are to be airmailed to MAZAGON DOCK SHIPBUILDERS LIMITED, Mumbai, immediately they are ready to ensure that they reach us well in time before the arrival of the carrying vessel.

- (a) Original and three copies of Clean Bill of Lading / Airway Bill marked as Freight Paid.
- (b) Six copies of signed Invoice showing item wise, CIF prices along with packing lists. Certificate
- (c) confirming that three copies of Invoice, Packing List, Non-negotiable copy of Bill of Lading /
- (d) Airway Bill marked as freight paid, Insurance Policy/Document, freight paid certificate have
- (e) been airmailed directly to us immediately on shipment.
- (f) Certificate of country of origin in triplicate.
- (g) Warranty certificate in triplicate.
- (h) Six copies of Manufacturer's Works Test Certificate / Shop Test Certificate.
- (i) Six copies of Certificate of Inspection and Approval from ABS / LRS / DNV / DOT or any other
- (j) Nominated inspection authority, (whichever is applicable).
- (k) Certificate to the effect that copies of Instruction / Operation / Maintenance Manuals have
- (l) been directly forwarded to the openers by the beneficiary.
- (m) Certificate to that effect that six copies of as built drawings along with three reproducible
- (n) Drawings have been directly forwarded to the openers by the beneficiary.
- (o) Certificate regarding penalty vis-à-vis delivery schedule.
- (p) A performance bank guarantee in the format issued in the order (original + 2 photo copies).
- (q) The bank guarantee is to be valid during the tenure of the guarantee period + 4 weeks for the
- (r) Equipment.

10. All documents should clearly indicate the following details: -

- (a) Import License No.
- (b) Our Order No.
- (c) Name of carrying vessel.
- (d) Bill of Lading No.
- (e) Markings on packages.



11. **ARRANGEMENTS FOR PAYMENTS.** The documents are not under any circumstances, to be sent through bank, on collection basis. Wherever payments are to be arranged through Letter of Credit, a confirmed irrevocable Letter of Credit will be established on receipt of a confirmation about the period upto which the letter of credit is needed for shipment and negotiation. The Letter of Credit will be for the CIF Value of the goods. No extension of the Letter of Credit will normally be granted. It must be ensured that the shipments effected before the expiry of date of the Letter of Credit.
12. For payment authorised out of India, U.K. special Defense Credit 1964, a certificate in the following form should also accompany the documents mentioned above:
" I certify that good and services to the value of ___s, d, _____ [amount in words] as shown in the attached Invoice were supplied under Contract No. ___ dated ____.
I also certify that: -
[a] the goods supplied have been wholly manufactured in the United Kingdom.
[b] the services have been supplied by persons or corporations resident in the United Kingdom.
- Signed
For and on behalf of
Name and address of the Contractor / Supplier.
Date
13. **INSURANCE & FREIGHT.** Additional insurance (Sea/Air) if required and Local transit insurance will be arranged through the New India Assurance Co Limited, Marine Insurance Department, Commerce Centre, Tardeo, Mumbai- 400 034, India. The details of shipment will be communicated to the underwriter by Mazagon_Dock Shipbuilders Limited., Mumbai, on receipt of shipment advice. Immediately after shipment, the supplier should communicate the following particulars to us by AIR MAIL, for arranging the Insurance cover.
Order No. _____
Name of Vessel _____
Voyage _____
Bill of Lading No. & Date _____
No of Packages _____
Brief description of goods _____
C.I.F. Value _____
Nett Freight _____
14. The cost of transit insurance and freight will be paid by the supplier / contract up to the port of destination on CIF basis. The risk and ownership shall be transferred on CIF basis.
15. **INSPECTION AND / OR GUARANTEE.** The goods supplied, will be subject to inspection and / or test as may be specified in our Purchase Order. Test Certificates, where required are to be supplied. A Guarantee in the following form should also be airmailed to us, along with the documents referred to above. We hereby guarantee that the stores supplied, are in accordance with the description and quantity shown in the purchase order, complete of goods material and workmanship throughout and that in the event of any goods on receipt of India, by the Purchaser being found not in accordance with the order, we will replace free of cost on C.I.F. basis.
16. **DEFICIENCIES & DEFECTIVE GOODS.** Should any deficiencies be established, these must be made good by the dispatch under "No Charge" invoice. Any complaints in regards to material will be notified within 180 days of receipt of consignment in our Yard, and any defective material will be returned back at supplier's risk and cost and the Contractor / Suppliers should replace these goods / materials and deliver free of charge on C.I.F. basis.



Enclosure for LETTER OF CREDIT FORMAT FOR SHIPMENT BY SEA / AIR

40A	Form of Documentary Credit Type	:	IRREVOCABLE
20	Transaction Reference Number	:	
	Documentary Credit Number	:	
31C	Date of Issue	:	
	Date	:	
31D	Date and Place of Expiry	:	
	Date	:	
	Place	:	NEGOTIATING BANK
51A	Applicant Bank	:	
	BIC	:	BANKERS OF MDL, MUMBAI
50	Applicant	:	
	Name & Address	:	MAZAGON DOCK LTD. DOCKYARD ROAD, MAZAGON, MUMBAI - 400 010
59	Beneficiary	:	
	Name & Address	:	
32B	Currency Code, Amount	:	
	Currency	:	
	Amount	:	
39A	Percentage Credit Amount Tolerance	:	
	Tolerance 1	:	
	Tolerance 2	:	
41D	Available with ...By...	:	
	Name & Address	:	
42C	Draft at ...	:	
	Narrative	:	SIGHT/NEGOTIATION
42D	Drawee	:	
	Name & Address	:	BANKERS OF MDL, MUMBAI
43P	Partial Shipments	:	
	Narrative	:	ALLOWED/NOT ALLOWED
43T	Transshipment	:	
	Narrative	:	ALLOWED/NOT ALLOWED
44A	Loading on Board / Dispatch	:	
	Narrative	:	AIRPORT / SEAPORT (AS PER TENDER ENQUIRY/ORDER)
44B	For Transportation to	:	
	Narrative	:	AIRPORT / SEAPORT (AS PER TENDER ENQUIRY/ORDER)
44C	Latest Date of Shipment	:	
	Date	:	
46A	Documents required	:	
	Narrative	:	(AS PER TENDER ENQUIRY)
47A	Additional conditions	:	
	Narrative.	:	1. ALL DOCUMENTS SHOULD BE MARKED WITH IEC CODE NO.0388070412, LC NO. AND DATE AND IMPORT UNDER NON- NEGATIVE LIST OF IMPORT EXPORT, POLICY AM 2. DISCREPANT DOCUMENTS TO BE SENT STRICTLY ON COLLECTION BASIS.
71B	Details of charges	:	
	Narrative	:	ALL FOREIGN BANK CHARGES OUTSIDE INDIA ARE FOR THE BENEFICIARY'S ACCOUNT.
48	Period for presentation	:	
	Narrative	:	WITHIN ----- DAYS FROM THE DATE OF BILL OF LADING /AIRWAY BILL.
49	Confirmation Instructions	:	
	Instruction	:	WITHOUT
53D	Reimbursing Bank	:	
	Name & Address	:	BANKERS OF MDL WILL SPECIFY



78 Instructions to the Paying/ Accepting Bank : BANKERS OF MDL WILL SPECIFY
Narrative
72 Sender to Receiver Information : BANKERS OF MDL WILL SPECIFY
Narrative :



Enclosures

Enclosure for EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923 (ILLUSTRATIVE FORMAT)

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) Falls 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 obstruct 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.

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID / TENDER No.
 ISSUED BY: (Name of Firm):.....

NB: The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the tender, and as measured in terms of Public Procurement (preference to Make in India) Order 2017.

(c) The local content has been calculated using the definition given in clause 2 of Public Procurement (preference to Make in India) Order 2017, the rates of exchange indicated in paragraph 4.2 above and the following figures: (Actual figures are to be indicated in online Price Bid only)

Bid price, excluding net domestic indirect taxes	Quoted / Not Quoted
Imported content including all custom duties	Quoted / Not Quoted
Stipulated minimum threshold for Local content (paragraph 3 above)	Quoted / Not Quoted
Local content % , as calculated	Quoted / Not Quoted

NB: If the bid is for more than one product or the product offered has components / raw material / sub assemblies, a schedule of the local content by product or product break-up including applicable custom duties of shall be attached.

(d) I accept that the Procurement Authority / Institution / MDL has the right to request that the local content be verified in terms of the requirements of Public Procurement (preference to Make in India) Order 2017.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in Public Procurement (preference to Make in India) Order 2017, may result in the Procurement Authority / Institution / MDL imposing any or all of the remedies as provided for in Clause 9 of the Public Procurement (preference to Make in India) Order 2017.

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

DECLARATION CERTIFICATE FOR LOCAL CONTENT

(Before completing this declaration, bidders must study the General Conditions, Definitions, Govt Directives applicable in respect of Local Content & prescribed tender conditions).

1. General Conditions

1.1. The local content (LC) as a percent must be calculated in accordance with the definition provided at clause 2 of Public Procurement (preference to Make in India) Order 2017 i.e. "Local content is the amount of value added in India which shall be total value of items procured (excluding net domestic indirect taxes) minus the value of imported content in the items (including all customs duties) as a proportion of the total value in percent."

1.2. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local content indicated in tender; and.
- this declaration certificate is not submitted as part of the bid documentation.

(Note: Clause no. 1.2 above is applicable only for tenders below Rs. 50Lakhs.)

2. Definitions

2.1. "Imported content" means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and whose costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the port of entry in India i.e Mumbai in case of MDL;

2.2. "local content" means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

3. The stipulated minimum threshold(s) for local content for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Local Content</u>	<u>Custom Duty</u>
_____	_____ %	_____ %
_____	_____ %	_____ %
_____	_____ %	_____ %

4. Does a bidder seeks benefit of Public Procurement Policy for MSEs –Order 2012. If yes, bidders should not seek benefits against this policy & should categorically seek benefits of only one policy which cannot be modified subsequently. YES / NO

4.1 Does any portion of the services, works or goods offered have any imported content? YES / NO

4.2 If yes, the rate(s) of exchange to be used in this bid to calculate the local content. Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Euro	
Others	

ENCLOSURE-15 To MDL Tender No: 1600000822, 90/10 Cu Ni Pipe & Copper Pipe

Name of Bidder:
Address:
Contact Number:
email id:

Details of Authorised Representatives; (Three Levels)

1	Name:	
	Designation	
	Direct Landline Number:	
	Mobile Number:	
	Email id:	
2	Name:	
	Designation	
	Direct Landline Number:	
	Mobile Number:	
	Email id:	
3	Name:	
	Designation	
	Direct Landline Number:	
	Mobile Number:	
	Email id:	

Rule Position

Restrictions on top level executives of Public Sector Enterprises (CPSEs) joining private commercial undertakings after retirement.

Board Level Executives

Board level executives CPSEs are required to secure a bond from the concerned executive at the time of his/her employment/retirement/resignation as Director in CPSEs for an appropriate sum of money payable by him/her as damages for any violation of the restrictions having following clause:

"No functional Director of the company including the Chief Executive who has retired/resigned from the service of the company, after such retirement/resignation, shall accept any appointment or post, whether advisory or administration, in any firm or company, whether Indian or foreign, with which the company has or had business relations, within one year from the date of retirement without prior approval of the Government. The term retirement includes resignation; but not the cases of those whose term of appointment was not extended by Government for reasons other than proven misconduct. The term 'business relations' includes 'official dealings' as well."

Below Board Level Executives

The following clause is included in the letter issued to executives (GM & ED) at the time of their superannuation:

"As per the Govt. Policy on Management of PSUs, Company's executives taking up employment in the Private Sector / Commercial Organization in India, before expiry of two years from the date of their retirement are required to intimate the name of Employer to MDL."

MINUTES OF THE TWELFTH SITTING OF THE COMMITTEE ON PETITIONS
(SEVENTEENTH LOK SABHA)

The Committee met on Monday, 28 December, 2020 from 1200 hrs. to 1330 hrs. in Committee Room 'D', Parliament House Annexe, New Delhi.

PRESENT

Dr. Virendra Kumar - Chairperson

MEMBERS

2. Smt. Anupriya Patel
3. Dr. Bharati Pravin Pawar
4. Shri Brijendra Singh
5. Shri Manoj Tiwari

SECRETARIAT

1. Shri Raju Srivastava - Director
2. Shri G.C. Dobhal - Additional Director

WITNESSES

*** *** ***

MINISTRY OF DEFENCE
(DEPARTMENT OF DEFENCE PRODUCTION)
AND
MAZAGAON DOCK SHIPBUILDERS LTD. (MDL)

1. Shri Sanjay Jaju - Additional Secretary
2. Vice Admiral Narayan Prasad - CMD, MDL
(IN Retd.)
3. Shri Hare Ram Singh - HOD (Commercial-Naval Project), MDL
4. Shri Babu Satvaji Gaikwad - MDL

2. At the outset, the Hon'ble Chairperson welcomed the Members to the sitting of the Committee.

3. *** *** ***
4. *** *** ***
5. *** *** ***
6. *** *** ***

[The representatives of the Ministry of Defence (Department of Defence Production) and Mazagon Dock Shipbuilders Ltd. were ushered in]

7. The Committee then took oral evidence of the representatives of the Ministry of Defence (Department of Defence Production) and CMD, Mazagon Dock Shipbuilders Ltd. on the representation of Shri Yogesh Sarda alleging consideration of ineligible bidder, i.e., M/s Mehta Tubes Ltd., by M/s. Mazagon Dock Shipbuilders Ltd., by awarding contract(s) and tender(s) for procurement of Cu-Ni Pipes and Copper Pipe of Project P15B and other important issues related therewith. The major issues put forth before the Committee by these witnesses, were as follows:-

- (i) The present tender was for supply of Cu-Ni pipes and Copper Pipes and the value of supplies of Rs. 22.50 lakh during the last 3 years along with completion certificate were sought under the commercial criteria.
- (ii) MDL is having an established procurement system and sound mechanism for grievances redressal and appropriate checks and balances for monitoring, procurement and awarding of contracts and tenders as per the Purchase Manual Guidelines. There is no report of malpractices in the organisation. Continuous measures for systemic improvements in procurement processes are being taken from time to time to improve transparency and minimise the ambiguity.
- (iii) 10 bids were received by M/s. MDL in response to tender No. 1600000822 for the procurement of Cu-Ni Pipes and Copper Pipe of Project P15B. Out of these bids, 1 was rejected under the 'Categorical Rejection Criteria' and other nine bids were considered as under the 'Liable for Rejection Criteria'.
- (iv) The 'Categorical Rejection Criteria' stipulated in Clause 5(a) and 'Liable for Rejection Criteria' under Clause 5(b) are incorporated in the Tender document in accordance with the Guidelines of Purchase Manual of the organisation.
- (v) The terms falling under the 'Categorical Rejection Criteria' are the basic requirements of the Tender, viz., timely filing of tender on e-portal, submission of EMD, acceptance of provisions of PPP model, Make in India and dealing with the debarred bidders, etc., which are applicable for total compliance and are non-negotiable. Therefore, bids not complying the tender terms of 'Categorical Rejection Criteria, are straightaway rejected.
- (vi) The terms falling under the 'Liable for Rejection Criteria' are for the information, observance, adherence, compliance to the Tender terms for which opportunities are provided to the bidders/reconciliation measures are taken for acceptance of the bids towards promoting the competition and bringing economy in procurement. Straightaway, rejection on the non-compliance of the terms under the 'Liable for Rejection Criteria' may likely to result into procurement on non-competitive basis and may be classified restrictive also. Therefore, bidders are informed in advance in respect of these binding conditions in the Tender and they

are given optimum opportunity during technical evaluation to bring them techno-commercially at par prior to opening of price bids.

- (vii) The said tender is cancelled and scrapped on 17 Aug 2020 as L1 bidder M/s. Mehta Tubes Limited formally informed *vide* e-mail dated 13.07.2020 about their inability to accept/execute the order at quoted price citing the reason of increase in price of raw material.
- (viii) The work of the Project which is already under progress has not been hampered due to cancellation of this Tender as the same was meant only for additional requirements.
- (ix) Earnest Money deposited by the M/s. Mehta Tubes Limited has been forfeited and the said Firm will not be able to participate in the Tender process for the next 3 years.

8. After hearing the views of the representatives of the Ministry of Defence (Department of Defence Production) and CMD, Mazagon Dock Shipbuilders Ltd., the Committee expressed their views, as under:-

- (i) There is need to improve the entire Tender process system which is required to transparent by scrupulously following the tendering process as enumerated in the General Financial Rules-2017.
- (ii) Tender process should be in a digitised form to the extent possible to avoid any criticism.
- (iii) There should be a provision of strict action against the firm who has been awarded the contract and later showing their inability to execute the order at the quoted rate/price.

[The representatives of the Ministry of Defence (Department of Defence Production) and Mazagon Dock Shipbuilders Ltd. then withdrew]

9. A copy of the verbatim record of the proceedings of the sitting of the Committee has been kept.

The Committee, then, adjourned.

*** Does not pertain to this Report.

**MINUTES OF THE FOURTEENTH SITTING OF THE COMMITTEE ON PETITIONS
(SEVENTEENTH LOK SABHA)**

The Committee met on Monday, 8 February, 2021 from 1130 hrs. to 1230 hrs. in Committee Room 'C', Parliament House Annexe, New Delhi.

PRESENT

Dr. Virendra Kumar - Chairperson

MEMBERS

2. Shri Harish Dwivedi
3. Shri Brijendra Singh
4. Shri Manoj Tiwari
5. Shri Rajan Vichare

SECRETARIAT

1. Shri T. G. Chandrasekhar - Joint Secretary
2. Shri Raju Srivastava - Director
3. Shri G. C. Dobhal - Additional Director

2. At the outset, the Hon'ble Chairperson welcomed the Members to the sitting of the Committee.

3. The Committee, thereafter, took up for consideration the following Draft Reports :-

- | | | | | |
|-------|-----|-----|-----|-----|
| (i) | *** | *** | *** | *** |
| (ii) | *** | *** | *** | *** |
| (iii) | *** | *** | *** | *** |
| (iv) | *** | *** | *** | *** |

(v) Report on the representation of Shri Yogesh Sarda alleging consideration of ineligible bidder, i.e., M/s. Mehta Tubes Limited by Mazagon Dock Shipbuilders Limited by awarding of Contract(s) and Tender(s) for procurement of Cu-Ni Pipes and Copper Pipes of Project P15B and other important issues related therewith; and

- | | | | | |
|------|-----|-----|-----|-----|
| (vi) | *** | *** | *** | *** |
|------|-----|-----|-----|-----|

4. After discussing the above mentioned Draft Reports in detail, the Committee adopted all the six Reports without any modification(s). The Committee also authorised the Chairperson to finalise the Draft Reports and present the same to the House.

The Committee, then, adjourned.

*** Does not pertain to this Report.