



निविदा पूछताछ  
TENDER ENQUIRY

[एकल निविदा]  
[SINGLE 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 400 010

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

Certified - ISO 9001: 2008 for Shipbuilding Division

GST ID : 27AAACM8029J1ZA

निविदा सं./Tender No	1200001590	विभाग/Department	EY COMMERCIAL
क्रय अधिकारी/Purchase Exec.	Sagar Jadhav	क्रय अधिकारी/Purchase Exec.	Sagar Jadhav
सेवा में/To		दूरभाष सं./Telephone No	23762614
		फैक्स सं./Fax No	23741386
		ई-मेल/E-Mail	ssjadhav@mazdock.com
दूरभाष सं./Telephone		निविदा सं./Tender No	1200001590
फैक्स सं./Fax		निविदा तिथि/ Tender Date	11.10.2018
ई-मेल/E-Mail		निविदा बंद की तिथि/Tender Closing Date	24.10.2018
		निविदा बंद होने का समय/Tender Closing Time	12:00:00
		आरएफक्यू सं./RFQ No	2200000011

निविदा शुल्क/Tender Fee	रु/Rs	0.00
बयाना राशि/EMD Amount	रु/Rs	0.00
पुर्व बिड बैठक तिथि और समय/Pre Bid Meeting Date & Time		,00:00:00
निविदा खोलने की तिथि और समय/Tender Opening Date & Time		24.10.2018,15:00:00
प्रस्ताव वैधता तिथि है/Offer should be valid up to		23.03.2019
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 सम्बंधित नियम शर्तों को पढ़ें। सुनिश्चित करें कि कोटेशन और संबंधित पत्राचार के लिए विभाग का नाम, क्रय अधिकारी का नाम, निविदा संख्या, बंद होने का समय एवं तिथि एवं आरएफक्यू सं. अपने कोटेशनमें लिखें।

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

प्रिय महोदय/महोदया  
Dear Sir / Madam ,

विषय /SUB:- HIRING OF SERVICES FOR AC CHOPPER BOXES & DIESEL MONITORING SYSTEM FOR MRLC INS SHISHUMAR (Y-72177)

माझगाँव 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	Deconnectorisation, Removal, TransP.	1 Activity unit	30.06.2020
<b>The Line item 00100 covers the following services</b>			
000000001	सेवा सं./Service Number :-	3 SET	

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
0	संक्षिप्त वर्णन/Short Description :- Deconnectorisation, Removal, Transp. सेवा विवरण/Service Details :- Deconnectorisation, Removal, Transportation of three (3) pieces chopper boxes for internal inspection and Repair/ Refurbishment . Carry out tests and trials as per test specifications to TS-510-00 to the extent applicable.	3 SET	
000000002	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Supply of mandatory spares for AC सेवा विवरण/Service Details :- Supply of mandatory spares for AC chopper Box.	3 SET	
000000003	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Deconnectorisation, Removal, Transp. सेवा विवरण/Service Details :- Deconnectorisation, Removal, Transportation of Diesel Monitoring System for internal inspection and Repair/ Refurbishment and Technological Upgradation, STW and HATs.	1 SET	
000000004	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Supply of spares for Diesel Monitoring सेवा विवरण/Service Details :- Supply of spares for Diesel Monitoring System.	1 SET	
000000005	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Mandays Rate for Skilled Operatives	25 DAYS	
000000006	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Mandays Rate for Un-Skilled Operatives	25 DAYS	
000000007	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Mandays Rate for Engineers	25 DAYS	

नियम और शर्तें : भाग ए मे लिखी हुई और इतर संलग्नपत्रे इस निविदा एक अभिन्न अंग हैं। हमें आशा है की, 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**  
**E-TENDER ENQUIRY (TWO - BID SYSTEM)**

**DIVISION: SUBMARINE (MRLC)**

**DEPARTMENT- COMMERCIAL (EAST YARD)**

**TENDER NO: EY/CD/MRLC/SJ/1200001590**  
**EMD:- NIL**  
**SECURITY DEPOSIT:- 5%**

**TENDER DATE:- 11.10.2018**  
**TENDER CLOSING DATE: - 24.10.2018**  
**CLOSING TIME: - 12.00 hrs**

**MAZAGON DOCK SHIPBUILDERSLIMITED (MDL), INVITES BID from M/s Symtronics Automation Pvt. Ltd., Pune in TWO – BID SYSTEM (Part-I Techno Commercial Bid and Part-II Price Bid) for the following Work / Supplies.**

**Issue of E - Tender Enquiry Document:** This e-tender enquiry can be downloaded from our E-procurement website <http://eprocuemdl.nic.in>. To login and quote against this e-tender on E-procurement portal, bidders should have Digital Signature Certificate (DSC). The details of DSC are available on the MDL website. For DSC you can contact Help Desk for upgrade to Premium Services, DSC Renewal & RESET process (**0120-4200462,0120-4001002, Mobile 9022422364 (Mr. Vichare) or [eproc-support@gov.in](mailto:eproc-support@gov.in)**).

**1. Description of Work / Supplies:**

**Hiring of Services for carrying out Transportation of Units/ Sub-Units, Preservation, Depreservation, Supply of Spares, Installation, Reconnectorisation, STW, DI/DR, HATs & Functional Tests of AC Chopper Boxes and Diesel Monitoring System – INS Shishumar**

Detailed scope is attached herewith as **Enclosure 01**. Any clarifications, if required can be obtained by informing in writing to DGM (PLG-EY) Tel No.2376 3592/3603/3595 OR DGM(L&WN-EY) Tel no .23763546 for technical queries.

**2. INSTRUCTIONS TO THE BIDDERS**

- a. In case of supply/services of duplicate / spurious / substandard items by the firm, MDL will resort to prosecution of the firm by legal action with all the stringent measures against the firm for supplying such items which had lead to delay of the project of national importance and has endangered the national security. The firm will also be blacklisted in MDL & will be debarred from quoting in future MDL tenders and the same will be intimated to all other public sector undertakings and other Government organization.
- b. Delivery date mentioned in the **RFQ/Tender is tentative**. However, bidder has to follow delivery schedule as per purchase order. Non compliance of the same beyond the contractual terms may lead to imposition of liquidated damages or cancellation of contract/ Purchase order.
- c. Bidder should submit all documents strictly through e - tender only. Physical copy of the bid will not be accepted for considering the bid.
- d. In case any vendor intending to respond against the tender and is not having the DSC to facilitate uploading of his bid, should approach the Service Provider atleast 5 working days in advance of the tender closing date requesting DSC. The request so made to the Service Provider should simultaneously be forwarded to the dealing Officer. In case the DSC is not received within 3 to 4 working days, the Head of Concerned commercial Section be informed and the DSC if not received from the Service Provider three working days in advance for suitable extension to tender closing date then only the tender due date shall be considered.

**3. Qualification Criteria:** Bidders should submit the following documents along with their offer. (Scanned copies should be uploaded in e-tender)

I. Bidders Company Profile and Shop & Establishment registration certificate\ registration certificate from local body for conducting business duly self attested, stamped with their company seal.

II. ~~Average Annual financial turnover during the last 3 years ending on 31st March '18 should be at least Rs XX Lakhs.~~

~~III. Copies of Past purchase orders/contracts showing experience of successful completion of similar works in marine (ship/submarine/undersea/offshore) electrical cabling activities during last 7 years ending on 31st March 2018.~~

~~(a) Three similar completed works each of not less than Rs. XX Lakhs.~~

OR

~~(b) Two similar completed works each of not less than Rs. XX Lakhs.~~

OR

~~(c) One similar completed works of not less than Rs. XX Lakhs.~~

~~Note : (i) Similar completed work / Jobs of similar nature, indicated above means "marine (ship/submarine/undersea/offshore) electrical cabling activities".~~

~~(ii) It is clarified that the work executed by the contractor for their in-house or capital use would not be considered for the purpose of bidders' experience of completion of similar works.~~

~~(iii) The bidders need to submit supporting documentary evidence in support of the Pre-Qualification Criteria viz. Work Order, Work Completion Certificate issued by the party for whom the work is done. MDL has a right to verify / cause verification of authenticity of the said documents whenever felt necessary.~~

~~(iv) Similar completed works referred above means each work and not all works put together.~~

~~IV. List of Equipment as per Scope of work with its Model / Year / working status, Manufacturing facilities, Tools & Personnel with their designations, Qualification & Experience as applicable to determine bidder's capability.~~

**4. Earnest Money Deposit (EMD) / BID BOND : NIL**

**5. Bidders registered with Mazagon Dock Shipbuilders Limited should furnish copy of valid Registration Certificate.(If applicable).**

**6. Validity Period:** Bids / Offers shall have a validity period of **150 Days** from the tender closing date. A bid valid for a shorter period will be liable for rejection at the discretion of MDL.

**7. Submission of offer in Two - Bid System:** Offer must be submitted **online** stated below:-

**A) Part-I Bid This Technical bid will be opened immediately after the closing date/extended closing date.**

(Technical Bid in original shall consist of the followings (**Scan copy is to be appended in E – Tender**):-

- a. Bidder's Statement on their Company Letter head indicating Tender No, Tender Date, confirming compliance and acceptance on the Scope of Work and other Terms and conditions as included in this e - tender enquiry, duly signed, stamped and dated by bidder's authorized person(s).
- b. Acceptance on clauses of Tender Enquiry, GT&C in the Prescribed Formats to be filled online at e – tender & filled 'Accepted OR Not Accepted' as applicable for each of the clause.
- c. STACS Acceptance in the Prescribed Format to be filled online & filled 'Accepted OR Not Accepted' as applicable against the listed item in the prescribed format of e - tender.
- d. **Price schedule BLANKING the PRICES but clearly indicating 'QUOTED / UNQUOTED' as applicable against the listed item in the prescribed format of e - tender. Bidder to quote rates of spares (Sr. No. 80 to 720) in the rate sheet provided in Enclosure 2. Bidder to quote rates of line item (Sr. 10 to 70) online in e-portal.**
- e. Deviation Sheet in the prescribed format in case of any deviations from Terms, Conditions & Technical requirements specified in the STACS, Tender Enquiry & GT&C.
- f. Bidders / Suppliers should submit the additional documents as applicable and described above para 3 and enclose scan copy of required documents.
- g. Bidder shall submit duly filled and signed confirmatory matrix in e-tender.
- h. Bidder shall prepare & submit the Draft QAP for the activities mentioned in scope along with technical bid.
- i. Copies of valid Registration or Approval certificates in case of Bidder's firms registered with MDL/NSIC/ Micro & Small Enterprises / Registration Certificate from Local body for conducting business.
- j. Bank details for payment by RTGS / NEFT in the format enclosed.
- k. Bidders shall upload the scan copy of duly filled and signed Integrity pact & IPBG.

- B) Part-II Bid:** This should contain only the PRICES for the listed item strictly in the prescribed format provided with the e – tender. Prices mentioned/specified in any other format will not be considered for evaluation.

**8. Bid Rejection Criteria:**

**8.1.** Following bids shall be **category** rejected:

- a. Bids received in Physical form other than e-tender.
- b. The Bids received after tender closing date and time.
- c. Bids without uploading scanned images of following, in Part-I technical bid:-
  - i) Duly filled, signed and Stamped Integrity Pact (IP).
  - ii) Scanned copy of IPBG or its equivalent amount DD.
- d. Bidder not agreeing to accept & submit Integrity Pact or submitting integrity pact with deviation in MDL format.
- e. If the date of issue of IPBG (DD/BG/SWIFT message) and Integrity Pact is later than the tender closing date.

**8.2.** Following bid rejection criteria may render the bids liable for Rejection:

- a. Bidder's failure to submit sufficient or complete details for evaluation of the bids within the given period.
- b. Incomplete / misleading / ambiguous bids/non compliance bids in the considered opinion of TNC/CNC.
- c. Bids with technical requirements and terms not acceptable to MDL / Customers / External agency nominated as applicable.
- d. Validity Period indicated by the bidders is shorter than that specified in the tender enquiry.
- e. Bidders / Offers not adhering the stipulated Delivery Schedule as per TEF Clause.
- f. Bids received without pre-qualification documents where required as per the tender.
- g. Unreasonably longer delivery period quoted by the firm.
- h. Bidders not ready to execute work as per scope of work.
- i. Bidder do not ready to submit security deposit.
- j. Bidders not agreeing to furnish Performance Bank Guarantee for Services rendered or not agreeing for retention of equivalent amount by MDL upto the period till completion of contractual & Guarantee / Warranty obligations.

**9. Delivery Period / Completion Schedule:**

The tentative contract period i.e. from 1<sup>st</sup> Oct 2018 to 30<sup>th</sup> June 2020 as per scope of work with a provision for extension of contract period further upto 04 months at the discretion of MDL at the identical rates and Terms & Conditions of the contract.

The Bidder has to confirm in writing that he will comply with the relevant conditions of delivery schedule indicated at Scope of work (Enclosure No 1) for Bidder.

- 10. Pricing:** Bidders shall quote the prices of services indicated/listed in the tender enquiry for execution of the services complying to the terms and conditions indicated at the Scope of Work (Enclosure 1). The prices quoted shall remain firm and fixed during the currency of the contract unless agreed otherwise by MDL. Bidder shall quote the prices in the Rate Sheet Format provided in e-tender. Bidders may please note that the bidders are required to quote in Rupees only.

**11. Terms of Payment: - No Advance in any manner will be paid to the Supplier / Bidder / Vendor / Contractor.**

**Payment for Services (Line item 10 & 30) will be made as mentioned below:**

- a) 20% of the service charges will be paid after successful completion of deconnectorisation, removal of units, transportation of units (to and fro) and overhaul/ repair/ refurbishment of the system as per scope of work.
- b) 30 % of the service charges will be paid after successful completion of installation of unit/ subunits, rec-connectorisation, check-wire and all cold checks of the systems as per scope of work.
- c) 40% of the service charges will be paid after successful completion of STW & HATs of AC Chopper Box System and Diesel Monitoring System.
- d) Balance 10 % will be paid after successful performance of functional tests/ limited SATs and commissioning of AC Chopper Box and Diesel Monitoring System.
- e) Payment will be made within the 15-20days through RTGS/NEFT from the date of submission of the bills/invoices for the actual work done duly certified by User dept. and after acceptance of following documents by MDL QA-EY & Refit monitoring team/IN rep.:
  - (i) Set of Original + 2 Copies of signed Invoice showing item / activity wise prices as per the contract / Order.
  - (ii) Work Completion Certificate Duly Certified by OIC (L&Wn-EY) or MDL designated production executive of the rank of CM & above clearly indicating attendance for month and delay if. Separate SAP work Completion Certificate will be issued by PLG-EY of rank CM and above level along with delay analysis for calculation of LD/ recovery if any, based on the WCC issued by the user, if applicable.

**Payment for supply of Spares ( Line item 20 & 40) will be made separately as mentioned below:**

- f) For supply of spares for AC Chopper box and Diesel Monitoring Systems, 80% payment will be made within 15-20 days through RTGS-NEFT against delivery of spares as per list at Annexure 2 of SOW and after acceptance of following documents by MDL-QA-EY & Refit monitoring team/IN Rep:
    - (i) Set of Original+2 copies of signed Invoice showing item description & price as per order.
    - (ii) Delivery challan/GRIR (GRN) duly acknowledged by MDL East yard-stores.
    - (iii) Set of Original+2 copies of Certificate of Conformity as per Enclosure-17
    - (iv) Set of Original+2 copies of Warranty Certificate as per Enclosure-16
    - (v) Set of Original+2 copies of any other document as decided during TNC/CNC.
  - g) Balance 20 % will be paid after successful completion of STW & HATs of AC Chopper Box System and Diesel Monitoring System.
12. The bidder also hereby confirms acceptance and compliance of the Scope of work and all other enclosures attached herewith. The bidder hereby confirms that any deviation taken have been recorded / listed in a separate sheet(s) indicating all relevant details such as Number and description of the clause, reasons of deviation and suggested alternatives in the following format and submitted in the Technical Bid of the offer and only these deviations thus recorded and submitted need to be considered by MDL for evaluation of the bids. **BIDDERS TO ALSO NOTE THAT DEVIATIONS TAKEN BY THEM IF ANY BUT NOT APPEARING OR LISTED IN THE FOLLOWING FORMAT OF THE DEVIATION SHEET AS SUBMITTED AS A PART OF THE TECHNICAL (PART-I) BID BUT LISTED ELSEWHERE WILL NOT BE CONSIDERED BY MDL.** Bidder shall abide by all Standard Terms And Conditions of Supply (STACS), GT&C, and Acceptance formats as per Enclosures contained therein should be properly filled, signed and returned by the bidder along with Techno-Commercial Bid. The bidder shall also abide statutory requirements, Official Secret Act 1923 and Safety Clause. In the event we do not receive the Acceptance Formats duly filled Signed & Stamped it shall be Presume that all Tender Terms & Condition mentioned herein are Acceptable by the Bidders.

**13. Terms related to Taxes:**

**GST Compliance:**

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

- a) If the vendor is registered under GST, the GST registration number (15 digit GSTIN) issued by GOI shall be mandatorily provided by the vendor. Vendor having multiple business verticals within state / at multiple states with separate GST registration numbers shall forward GSTIN of these verticals involved in supply of goods and/or services. MDL GSTIN is 27AAACM8029J1ZA and shall mention the same while invoicing and avoid any data entry error on GST portal.
- b) If the vendor is registered under GST, vendor shall mention the HSN code for goods &/or services in their tax invoice, etc. These codes must be in accordance with GST Law and responsibility of specifying correct HSN codes for goods &/or services is that of the vendor. MDL shall not be responsible for any error in HSN code for goods &/or services specified by supplier / contractor. However if any penalty is levied on MDL or any loss of ITC to MDL occurs or any delay in availing ITC by MDL occurs due to such error, supplier / contractor shall reimburse such loss after intimation by MDL or the amount shall be recovered from the SD or any outstanding payments to the party.
- c) If the vendor is registered under GST, Vendor shall ensure timely submission of invoice as per the provisions / requirement / timeline promulgated by GOI in relation to GST Law with all required supporting documents to enable MDL to avail input tax credit promptly. The vendors invoice inter alia should contain GSTIN of vendor, GSTIN of MDL (i.e. 27AAACM8029J1ZA), GST tax rate separately, HSN code wise goods or services, place of supply, signature of vendor, etc. Original invoice needs to be submitted to Bill Receipt Centre at MDL gate, and a copy of the invoice should be given to the goods receiving section (GRS).
- d) If the vendor is registered under GST, vendor shall file all applicable returns under GST Law in the stipulated time & any losses of tax credit to MDL arising due to delay in filing will be recovered from their invoice wherever MDL is eligible to avail tax credit. Any default towards payment of tax and / or uploading of monthly returns by supplier/contractor, MDL retains right to withhold payments towards tax portion until the same is corrected & complied by the supplier/contractor with the requirement of GST along with satisfactory evidence.
- e) In case, MDL is unable to avail ITC, supplier/contractor at their own cost shall rectify the shortcoming in the returns to be filed immediately thereafter. Further, if the ITC is delayed / denied to MDL / reversed subsequently as per GST Law due to non / delayed receipt of goods and / or services and / or tax invoice or expiry of timelines prescribed in GST Law for availing ITC, non-payment of taxes or non-filing of returns or any other reason not attributable to MDL, such amount shall be recoverable from supplier / contractor along with interest and penalty as levied on MDL under GST Law for the number of days the ITC was delayed. This amount shall be recovered from the SD or any outstanding payments. If the short coming is not rectified by supplier/contractor and MDL ends up in reversal of credits and / or payments, supplier /contractor is fully liable for making good all the loss incurred by MDL as a result of default.
- f) If the GST rating of supplier /contractor on GST portal / Govt. website is found to be negative / blacklisted then MDL shall reimburse GST to the vendor only after he makes the payment of GST and fulfils all requirements as per GST Law for successful availment of ITC by MDL. Further, MDL is entitled to deduct / recover such GST along with penalties / interest, if any, incurred by MDL.
- g) If the vendor is registered under GST, vendor shall be responsible for financial and non-financial consequences in case of non- compliance of GST provisions / requirements / timelines on their part. MDL shall pay the applicable GST taxes to the vendor at actual & supplier/contractor shall pass on the reduction in prices to MDL on account of change in the tax structure.
- h) The applicable taxes shall be clearly indicated. The Item wise rates quoted in the rate sheet should exclude taxes. Bidder should indicate taxes and levies as applicable separately under each of the head in the same rate sheet.
- i) Wherever all-inclusive prices are quoted by the bidder(s) and accepted without bifurcation of tax elements, no escalation shall be considered in respect of any variation in statutory levies arising subsequently in the absence of required base figures.

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

**Note:-** Any change in tax component/structure due to government regulation during the execution of contract/order within contractual delivery period the same will be applicable at actual ruling at the time of supply/service/execution (This will however not be applicable in case of extended delivery/completion schedule) of contract after Government Notification.

14. ~~**Loading Criteria:** Deviations sought by the bidder in respect of following terms shall be loaded on the bidder/s quoted prices during price evaluation by MDL. Among the equal bids, bidders with ISO 9000 series accreditation over Non ISO bidders, Firstly Manufacturers then their authorized dealers will be given preference. The loading criteria that will be adopted as detailed below:~~
- a. ~~Payment Terms: It is desirable that the bidder accepts the Payment Terms indicated by the company in the Tender document. Varied payment terms quoted by indigenous 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.~~
  - b. ~~Delivery of the goods at MDL premises should be responsibility of the supplier. However, for unavoidable reasons, if bids are exclusive of transport and / or insurance, the same will be loaded at the cost to be incurred by MDL.~~
  - c. ~~For the additional delivery period sought by the bidder over the stipulated date of delivery as per Tender, 1% per completed week will be loaded to the quoted price.~~
  - d. ~~Deviations sought in respect of rate per week and / or maximum ceiling in respect of liquidated damages shall be loaded to the quoted price. For 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.~~
  - e. ~~Deviations in respect of the period of Warranty / Guarranty shall be loaded to the quoted price @ 0.25% per month or part thereof. This does not arise if the bidder quotes additional price for the differential period~~

15. ~~**Ranking of Bids & Determination of L - 1 Bidders: All activities are inseparable.**~~

~~Ranking of price bids shall be done on overall cost basis excluding GST, duties and levies. If any variations in statutory levies, the break up in respect of taxes, duties and levies is clearly and separately furnished in the bid and MDL is satisfied that the rates of taxes, duties & levies indicated therein are in line with the tax law: so that escalation due to variation in the taxes, duties & levies can be justifiably considered to the extent legitimately allowable on the base amount(s) indicated in the bid. Therefore bidder is requested to show the break up regarding taxes, duties & levies as applicable in the bid.~~

~~On-line Ranking visible to the bidders after tender opening, price bid is without loading parameters. However the L1 bidder will be evaluated offline after consideration of all applicable loading parameters as mentioned in the tender document and commercial terms. Loading Criteria: Deviations sought by the bidder in respect of following terms shall be loaded on the bidder's quoted prices during price evaluation by MDL. Among the equal bids, bidders with ISO 9000 series accreditation over Non ISO bidders, Firstly Manufacturers then their authorized dealers will be given preference. The loading criteria that will be adopted is at enclosure. **50% of the Optional mandays rates will be considered for bid evaluation.**~~

16. **Guarantee / Warranty: -**

The executed work shall be guaranteed for a minimum period of 18 months from the date of undocking of submarine from the dry dock or completion of the job whichever is later. The contractor will have to rectify any defects noticed in the work either by way of bad material or workmanship during guarantee/warranty Period at no extra cost to MDL.



**17. Performance Guarantee:**

Bidder will have to submit a performance bank guarantee of an amount equivalent to 10 % of the value of the contract/order excluding taxes, duties, freight etc in a prescribed format at **Enclosure 12** for the period covering the guarantee/warranty of the work executed. The performance Bank Guarantee should be valid for additional 1 month beyond expiry of Guarantee period (i.e. 18 Months + one month claim period).

In case firm not submitting 10% PBG, equivalent amount will be retained from invoice till completion of warrantee period.

~~**18. Split/Parallel Order:**~~

~~MDL reserves the right~~

- ~~a) To consider placement of Order in part or in full against the tendered quantity.~~
- ~~b) MDL has decided to have parallel contract with two suppliers(60:40) i.e. L1 contractor and second L2 contractor, the original lowest bidder will be given approx.60% of total work manday,subject to his capacity and L2 will be given (40% of scope) subjected to matching the lowest unit prices available in the offers/negotiated price.~~
- ~~c) To accept / reject any or all offers in part / full without assigning any reasons whatsoever. In case of any dispute, our decision in this matter shall be final and legally binding on you.~~
- ~~d) L2 bidder should agree to match the prices of L1 bidder's prices.~~

**19. Consignee/ Place of the work:** The Successful bidder/s shall arrange to mobilize the work force & other resources (Electrical/Electronic tools & machineries) to MDL within Seven (07) days from the date of Order placement. Delay beyond Seven (07) days shall attract LD as per MDL terms & conditions. During mobilization period of 07 days, contractor should complete the formalities required to prepare the gate pass etc. to avoid delay the contract should ensure having completed the PVR (Police Verification Reports) formalities well in advance.

~~20. Supplier may indicate minimum acceptable order value. In absence, they have to accept based on the lowest offer, (Net Outgo Basis), calculated by MDL.~~

~~21. Price Preference shall not be given to any Bidder Irrespective of their status.~~

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

**23. Bidders intending to witness the Tender opening** can logon the MDL e- procurement portal and can view the technical bid after tender opening.

**Tender opening:** Technical bid (PART-I) will be opened immediately after the tender closing date and time through E-procurement portal. Bidders can view details of quotation received against tender after tender opening on e-procurement website.

**Price bid opening:** Similarly After completion of Technical scrutiny/evaluation, intimation for price bid opening will be intimated to the concerned bidder. It may be noted that such intimation may be given at a short notice by Fax, E-mail or even by telephone only to such bidding firm(s). If any such bidder wishes to witness opening of the price bid, he should log on to MDL e-portal website. Bidder's no response to such intimation or any request to reschedule price bid opening, not acceptable to MDL, will be construed as bidder's inability to witness the price bid opening. Bidder's any representation in this regard will not be entertained

**24. Bidder shall abide by all Standard Terms and Conditions of Supply (STACS), Tender clauses Acceptance formats and GT&C** as per Enclosures contained therein should be properly filled, signed and returned by the bidder along with techno-commercial (Part-I) bid. In case of discrepancy, clauses mentioned in Tender, Technical Scope and Rate sheet will override the clauses mentioned in other enclosures including STACS & GT&C. The bidder shall also abide statutory requirements, Official Secret Act 1923 and Safety clause as per Annexures from our web site.

25. **Public Grievance Cell:** A Public Grievance Cell headed by General Manager (F), Shri. S. D Kajawe has been set up in the Company. Members of public having complaints or grievances are advised to contact him on Wednesday between 10.00 hours and 12.30 hours in his office on 3<sup>rd</sup> floor, West block Building or send their complaints / grievances to him in writing for redressal. His Telephone No. is 022 2378 2338 Ext'n 2106.
26. **Supply on MDL Holidays:** Request for permission for delivery on Saturday / Sunday / holidays if required, should be submitted 3 working days prior to the date of holiday, to Personnel department and Security through concerned Dept.
27. **Liquidated Damages (LD):** Time is an essence of the contract therefore the job, as ordered/ assigned time to time, should be completed on the dates/period mutually agreed upon in accordance with the job/work/supply schedule. In cases of delay beyond the agreed schedule, the Successful bidder shall pay liquidated damages, a sum representing 0.5% (half per cent) per week for the value of uncompleted manday or part thereof, subject to maximum of 5% of the Contract value. The LD applicable / not applicable to be clearly mentioned by MDL team / User L-Wn-EY/ Plg-Mat on WCC/ Inspection report.  
Bidder responsibility to confirm and submit the work completion date for each job call/task in consultation with MDL user department/SM (Ship Manager) and shall sign the logbook prior to commencement of work. Contractor has to undertake the work as per mutually agreed schedule. Work will be released to the contractor periodically by means of written schedule jointly prepared within overall contract period between contractor and OIC. Contractor shall complete the assigned work as per mutually agreed work schedule, released from time to time during the contractual delivery period delivery schedule will be strictly adhered for execution and same will be criteria for LD applicability.  
User shall submit the monthly report for the delay. The detail analysis shall be attached by bidder with their invoices.

**Note – Above guidelines to be used by MDL monitoring team for finalizing delivery schedule after placement of order.**

**Priority list for the activities will be provided by MDL.**

**Hindrance register to be maintained and to be signed jointly by User and subcontractor.**

**Recovery from damage to MDL property:** Contractor shall be held liable for claims against damage to MDL equipment/machines, injury or loss to our personnel or third parties or consequential damage occurred by any cause whatsoever during the course of this contract, in case it is established that the damage / loss /injury as above was caused as a result of negligence on Contractor. MDL decision in such cases shall be final and binding on bidder.

28. **FREE ISSUE MATERIAL:** For carrying out the subject work at Contractor's premises/ workshops, the Units/ Sub-Units etc. shall be issued by MDL free of any charges. However, all Free Issue Material shall be issued to the subcontractor only on submission of Bank Guarantee/ Indemnity Bond with Insurance (as per format at Enclosure 18 ) worth value of material provided. No delay in submission of BG for FIM shall be permissible beyond the mobilization period. On bringing the processed/ overhauled/ repaired material inside MDL, the Contractor shall prepare a Reconciliation Statement which will be certified by an Officer of the rank of Chief Manager & above or OIC (L&Wn). Certified Reconciliation Statement should be enclosed with the invoice for enabling payment.
29. **Inspection: -**
- A. Two types of Inspection for work completed are envisaged, viz. self inspection by the subcontractor and inspection by MDL-QA/Refit Monitoring Team (IN)/Ship's Staff. Inspection should be intimated at least 24 hrs in advance to all concerned.
  - B. Subcontractor will carry out self inspection with their internal QA team as per standard format/protocol of the activities done by them and fill in the relevant inspection forms as identified/required by MDL.
  - C. The various stages of inspections that are to be done or offered by the subcontractor/firm/supplier may be broadly categorized as mentioned below:
    - (i) Inspection for de-connectorisation and removal of all connectors.
    - (ii) Inspection for removal of all units/ sub-units/ limit switches etc. and their preservation.
    - (iii) Inspection for cable insulation and continuity.
    - (iv) Inspection of installation of all units/ sub-units/ limit switches etc.

- (v) Inspection after final connection
- (vi) Inspection for gland tightness (water/ gas tight integrity)
- (vii) Re-Inspection in case of rework.

D. Firm has to follow approved QAP.

E. Inspection of work completed will be by MDL-QA/ Refit Monitoring Team (IN)/ Ship's Staff. Subcontractor will offer for joint inspection in advance, who will provide calibrated tools/ instruments, if necessary.

30. **QAP:** The subcontractor shall submit QA plan within 07 days after placement of purchase order. This QA plan is to be approved by MDL QA/IN Rep within 07 working days from the date of submission to MDL. However, Subcontractor to submit draft QAP based on SOW alongwith technical bid so that QAP will be finalized at the TNC/CNC stage only.
31. 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.
32. ~~**Freak Low:** If the quoted overall L-1 rate is less than Total Cost Estimate/ Normalized Last Purchase Price (NLPP) by more than 40% and difference between basic overall rates of L1 & L2 is more than 30% then such quote is to be treated as freak low quote. In such case, additional BG up to the value equal to difference between L-1 and L-2 OR 20% of the order value whichever is higher shall be obtained from L-1 Bidder before release of order and tender shall have a suitable clause to this effect. Additional BG charges shall be reimbursed by MDL.~~

**In case the freak low case arises & non performance of L1 firm , MDL reserves the right to explore the possibility to place order on other lowest firm as per their ranking status.**

33. **Option Clause:** MDL retains the right to place orders for additional quantities upto 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.
34. **Security Deposit (SD):**The successful bidder shall have to submit security deposit for an amount of 5% of the order excluding taxes, duties,etc. in the form of NEFT/ DD/Pay order / BG in the name of M/s Mazagon Dock Shipbuilders Limited, Mumbai from the list of banks approved by SBI/Canara Bank on MDL website within 25 days from the date of receipt of order and valid for contract Completion period + 1 month claim period from date of placement of order.No interest will be paid on security deposit.

Please note that MDL does not extend any concession such as exemption in payment of Security Deposit etc. to any organization irrespective of their status like registration with MDL, NSIC, SSI, etc. PSU can submit Indemnity Bond in lieu of Security Deposit.

Non submission of Security Deposit:-

i) In case of failure to submit Security Deposit within 25 days from the date of order placement, the risk purchase clause would be invoked. The Security Deposit will be returned only after successful execution of the order and shall be interest free. In the event of failure to execute the order satisfactorily, the Security Deposit will be encashed by MDL.

ii) If the MDL does not cancel the order then the interest will be recovered on the security deposit amount for the late submission of security deposit at the rate of interest i.e. SBAR + 2% declared by Indian nationalized bank like State Bank of India for that quarter.

35. **Integrity Pact & Integrity Pact Bank Guarantee:-**

- A. The Bidder must accept and sign the "Integrity Pact" attached as Enclosure-20 in the Part-A of Tender Document and also submit the Integrity Pact Bank Guarantee (IPBG) Enclosure-20 for an amount of Rs.5,00,000.00 (Rupees Five lakh only) from an Indian Nationalized Bank/ Scheduled Bank (excluding cooperative bank)/ ICICI Bank/ Axis Bank/ HDFC Bank Ltd. in case of Indigenous Bidders.
- B. This Pact essentially envisages the agreement between prospective bidders/vendors and buyers committing the person/officials of both the parties not to exercise any corrupt influence on any aspect of the contract. **Only those bidders/vendors who enter into such an integrity pact with the buyer would be considered competent to participate in the bid. Non-acceptance of same will lead to rejection of their bid.** Independent External Monitor (IEM) appointed by MDL will have power to access the entire project document and examine the complaints received by him. The details of IEM is as under –

(1) Shri G. S. Bhatnagar,

**TENDER NO 1200001590 Hiring of Services for AC Chopper Boxes & Diesel Monitoring System for MRLC INS Shishumar (Y-72177)**

B-406, Palm Beach Residency, Palm Beach Road, Sector- 4, Nerul, Navi Mumbai Pocket D-6,  
Pin Code – 400706,  
Email ID: gurudevhatnagar29@yahoo.co.uk; Phone:+91 9810930056;

(2) RAdm(Retd.) Samir Saran Lal, VSM,  
Flat B-02/04, Pipe Nagar, Village Sukeli, Taluka: Roha, Dist:Raigad (M.S.) 402126  
Email ID : samirslal@gmail.com, Mob:7767802328, 02194-238543 (R)

Bidders to upload scanned image of duly signed and stamped (each page) Integrity Pact (at **Annexure-20**), by duly filling the details required in it. The original of same to be submitted within 07 MDL calendar days from the tender closing date.

- C. This Pact essentially envisages the agreement between prospective bidders/vendors and buyers.
- D. You needs to submit an integrity pact Bank guarantee (IPBG) of Rs 5,00,000/- (Rupees Five Lakhs) along with their offer while quoting. Integrity pact Bank guarantee (IPBG) shall be submitted in the form DD/Bank Guarantee drawn in favor of MAZAGON DOCK SHIPBUILDERS LIMITED from Indian Nationalized Bank, in case of Indigenous Bidders. Bank should be promising payment of the guaranteed sum to Mazagon Dock SHIPBUILDERS Limited (MDL/Principal/Buyer), on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the Principal/ Buyer shall be treated as conclusive proof for payment.

Integrity pact Bank Guarantee (IPBG) shall be submitted in the format at Annexure-20 of this Tender Enquiry Form.

IPBG should be valid up to 150 days plus one month claim period from the tender closing date. However, bidders will be required to extend the integrity pact bank guarantee, as and when required by MDL. Successful bidders shall have to extend the validity of IPBG upto the satisfactory completion of the contract. IPBG of unsuccessful bidders will be returned on finalization of contract.

In the case of successful bidder the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond (PBG) in case of a decision by the Principal/Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact. The provisions regarding Sanctions for violation of Integrity Pact include forfeiture of Performance Bond in case of a decision by the Principal/Buyer to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.

No interest shall be payable by the Principal/Buyer to the Bidder(s) on Integrity pact DD/ BG, Earnest Money, Security Deposit, performance bank guarantee for the period of its currency.

- E. No exemption towards submission of Integrity Pact Bank guarantee (IPBG) is applicable to any of the bidder.**
- F. If the scanned image of signed Integrity Pact and IPBG is not uploaded in Part-I stage, bid shall be rejected.**
- G. Bids without Integrity Pact and IPBG will not be considered.**

36. **Hindrance register:** All hindrances with date of occurrences and removal shall be noted in the the Hindrance Register. The Hindrance Register shall be signed by the reps of both MDL as well as Contractor.
37. **TERMINATION & RISK PURCHASE:** If the service or any portion thereof not performed by the scheduled delivery date / period, any stoppage or discontinuation of ordered supply / awarded contract without written consent of MDL or not meeting the required quality standards, MDL shall be at liberty, without prejudice to the right of the MDL to recover Liquidated Damages as provided for in these conditions or to any other remedy for breach of contract, to terminate the contract either wholly or to the extent of such default.
38. MDL shall also be at liberty to utilise the services as it deems fit, to make good such default and or in the event of the contract being terminated, the balance services. Any excess over the contract price shall be recoverable from the Contractor.
39. Supplies/Contractors shall not engage employees of other contractor's workmen presently working in MDL & recorded with Security Department. The contractor can engage such employee if other contractor gives No Objection Certificate (NOC) for such engagement & cancel the name of such desirous employee from his roll & accordingly convey to Security. The contractor engaging such employee without permission is liable for penalty including termination of contract & forfeiture of Security Deposit. Such penalty can also be imposed if it is observed that supervisors/Workers deployed by contractor are not on their roll as per statement submitted by him at Security.
40. MDL reserves the right to consider placement of Order / Contract in part or in full against tendered quantity or reject any or all tenders without assigning any reason.

**TENDER NO 1200001590 Hiring of Services for AC Chopper Boxes & Diesel Monitoring System for MRLC INS Shishumar (Y-72177)**

41. **CONTRACT:** The contract will be governed by tender terms, STACS and General Terms and conditions (GT&C). In case of discrepancy, clauses mentioned in Tender, Technical Scope and Rate sheet will override the clauses mentioned in other enclosures including STACS & GT&C.
42. **STATUTORY REQUIREMENTS:** The bidder shall abide to all statutory requirements, Official Secret Act 1923, labour act/rules/regulation Safety Rules etc, which are part of this tender. The Bidder shall attach the duly signed scanned copy of Enclosure -13 for Official Secret Act 1923 in Part-I of the bid. If contractors' employees are not adhering to the health, safety and environment norms (HSE) and the contractors are not equipping their workers with suitable safety gears/PPE, per day fine of Rs.50 per employee for non adherence to above will be levied to the contractor without prejudice to other rights to enforce the safety requirements.
43. In case of any clarifications, bidders are requested to contact the undersigned, before the closing date of the tender.

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

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

SAGAR JADHAV  
[ssjadhav@mazdock.com](mailto:ssjadhav@mazdock.com)  
(Purchase Officer)  
Tel- +91-22-2376-2614

**Enclosures:**

- Enclosure 1: scope of work
- Enclosure 2: Rate sheet
- Enclosure 3: Tender Enquiry Terms and Acceptance Format.(TEF)
- Enclosure 4: General Terms & Conditions with Acceptance Format. (GT&C)
- Enclosure 5: Standard Terms & Conditions (STACS) with Acceptance Format.
- Enclosure 6: Loading Factors.
- Enclosure 7: Deviation Sheet.
- Enclosure 8: RTGS/NEFT Format.
- Enclosure 9: Non Disclosure Agreement.
- Enclosure 10: Vendor declaration
- Enclosure 11: Security deposit format.
- Enclosure 12 : Format for Performance Bank Guarantee
- Enclosure 13 : Statutory Requirements, Official Secret Act 1923 & Safety clause.
- Enclosure 14 : List of documents
- Enclosure 15 : Vendors check list
- Enclosure 16 : Format for warranty
- Enclosure 17 : Format for Certificate of conformity
- Enclosure 18 : Format for Free issue material bank guarantee
- Enclosure 19 : Vendor- to- fill technical sheet
- Enclosure 20 : Format for IPBG

**Bidders to refer following documents of this Tender from MDL website "www.mazdock.com" under Heads – Tenders / EY Submarine and reading "Standard Annexures for EY-Tenders".**

- Vendor Registration Form (VRF) and prescribed form of Declaration.
- Standard Terms & Conditions (STACS) FOR PURCHASE OF ITEMS & SERVICES.
- General Terms & Conditions (GT&C) .
- Statutory Requirements, Official Secret Act 1923 & Safety clause.



**MAZAGON DOCK LIMITED**  
**DOCKYARD ROAD, MUMBAI 400 010**

**SCOPE OF WORK (Ver.2)**

**Outsourcing of Services for Transportation of Units/ Sub-Units, Preservation, Depreservation, Supply of Spares, Installation, Reconnectorisation, STW, DI/DR, HATs & Functional Tests of AC Chopper Boxes and Diesel Monitoring System – INS Shishumar (MRLC 2018)**

**1. BRIEF WORK CONTENT**

The scope of work is not only limited to transportation of units/ sub-units for preservations, supply of spares, de-preservation, re-connectorisation, DI/DR & STW/ HATs of AC Chopper Box and Diesel Monitoring System of INS Shishumar, but also as detailed in subsequent paragraphs. The bidder is required to prepare and furnish "Daily Progress Report" as per the format decided by the User (Electrical & Weapon OIC of Section)/ Ship Manager MRLC.

**2. WORK PROGRESS MONITORING AND REPORTING:**

- 2.1 Subcontractor has to prepare detailed overall plan indicating the schedule of work activities in consultation with OIC (L&Wn-EY-MRLC) and submit the same to MDL. Subcontractor's reps. have to meet the designated production officer(s) of Electrical dept. with the starting of MDL working time and discuss about the work plans which are going to be executed for the day and the follow-up reports about progress of works have to be prepared within the same working day.
- 2.2 Daily Work Progress Report is to be rendered by the subcontractor latest by the next working day.

**3. SUBCONTRACTOR'S DETAILED SCOPE OF WORK/ SUPPLY**

**3.1 GENERAL**

- 3.1.1 Subcontractor has to take custody of all the required Work Instructions, drawings, wiring plan of systems etc, store them properly and return them to MDL in good condition after completion of job.
- 3.1.2 Discrepancies, deficiencies or damages observed transportation of units/ subunits, depreservation and reinstallation are to be noted and reported to MDL, Refit Monitoring Team (IN) and Ship's Staff and a detailed report is to be prepared by the subcontractor.
- 3.1.3 Work progress report is to be prepared by the sub contractor and to be submitted to the designated production executive of Electrical department on daily basis.

**3.2 AC CHOPPER BOXES – 3 NOS. (DL NOS. 4671/032 & 4671/061)**

- 3.2.1 As the entire refit period will be for a period of two to three years, the system is required to be preserved under conducive environment to prevent any physical damages/ deterioration in sensitive PCBs/ Modules. Considering this factor, the breakdown of important activities required to be performed on the system during/ after refit is as follows (details are enclosed at Annexure 1 along with relevant pre-requisites):
- 3.2.1.1 Transportation of three (3) pieces chopper boxes for internal inspection and repairs to the subcontractor's premises.
- 3.2.1.2 Carry out tests and trials as per test specifications to TS-510-00 to the extent applicable
- 3.2.1.3 Supply of mandatory spares for repairs/ replacement pertaining to existing defects as per list placed at Annexure 2.
- 3.2.1.4 Supply of additional spares/ services for the fresh defects observed during STW stage.
- 3.2.1.5 Joint inspection of items and onboard sites prior to shifting of items onboard.
- 3.2.1.6 Installation of all Units/ Sub-units, re-connectorisation of sensor cables, DI/ DR on existing defects, STW and software loading.
- 3.2.1.7 HATs of the system.

- 3.3 Diesel Monitoring System. (DL NOS. 2160/001, 2160/003, 2160/004, 2160/005 & 2160/006)**
- 3.3.1 As the entire refit period will be for a period of two to three years, the system is required to be preserved under conducive environment to prevent any physical damages/ deterioration in sensitive PCBs/ Modules. Considering this factor, the breakdown of important activities required to be performed on the system during/ after refit is as follows (details are enclosed at Annexure 1 along with relevant pre-requisites):
- 3.3.1.1 Overhaul of Diesel monitoring system
- 3.3.1.2 Remove and renew all printed circuit boards and modules
- 3.3.1.3 Check the stand-still heating of the control panel.
- 3.3.1.4 All sensors and cables and cable trays of diesel engine system to be renewed.
- 3.3.1.5 Carry out STW, HATs, and SATs of the system (SS to liaise).
- 3.3.1.6 Supply of mandatory spares for repairs/ replacement pertaining to existing defects as per list placed at Annexure 2.
- 3.3.1.7 Supply of additional spares/ services for the fresh defects observed during STW stage.
- 3.3.1.8 Joint inspection of items and onboard sites prior to shifting of items onboard.
- 3.3.1.9 Installation of all Units/ Sub-units, re-connectorisation of sensor cables, DI/ DR on existing defects, STW and software loading.
- 4. MDL SCOPE OF WORK/ SUPPLY**
- 4.1 Provision of relevant documents, Work Instructions, drawings, wiring plan etc. [Subcontractor may have to refer/consult documents and procedures as required by MDL. All documents which are required to fulfill the above scope shall be referred by the subcontractor within MDL premises only. They are not allowed to take them outside company premises in any form i.e. softcopy, hardcopy, xerox or photo in mobile. NDA (Non Disclosure agreement) shall be submitted during execution of work to EY-Pig/User as applicable].
- 4.2 Safe custody of all units/ sub-units, connectors, fittings, cables etc. removed and handed over by the subcontractor for preservation.
- 4.3 Rendering help/ support to the subcontractor during STW activities on as required basis.
- 4.4 Laying of cables and carpentry/ welding works.
- 4.6 Power supply - 440 Volts, 220 Volts & 110 Volts for tools and equipment/ instruments and 24 Volts for temporary hand-held lighting arrangement. (Subcontractor has to take connection from the power supply points shown by MDL. However, lead wires and bulbs to be arranged by the subcontractor. Additional lighting arrangement at the site apart from general lighting is to be arranged by the subcontractor as per requirement).
- 4.7 Available yard facilities will be provided to the subcontractor at no extra cost as per prevailing practice.
- 4.8 Security clearance/ gate passes/ work permits for OEM & subcontractor for smooth performance of the activities and also for taking IN/ OUT of required tools/ material to/ out of MDL. A minimum of 10 to 12 weeks advance notice will be provided for planning for the OEM's visits.
- 5. GENERAL REQUIREMENTS:**
- 5.1 Manpower Deployment**
- 5.1.1 Subcontractor should deploy sufficient manpower to take on the load of the above-mentioned scope of work.
- 5.1.2 Subcontractor should deploy a team of well qualified engineers and supervisors with relevant work exposure.
- 5.1.3 Technicians/ specialists deployed by the subcontractor should have relevant work experience and necessary certificates clearly indicating kind of experience.
- 5.1.4 The subcontractor at certain times may be required to work in all 3 shifts (round the clock). The subcontractor has to arrange sufficient manpower for the same (minimum manpower per shift to be indicative).



- 5.1.5 In case of any reduction in the deployment of manpower due to any reason, the subcontractor is required to inform the same in advance to OIC (L&Wn)/ Ship Manager-MRLC.
- 5.1.6 Labour mandays rates for skilled/ unskilled personnel and Engineers are required to be quoted by the subcontractor in case any additional work required is to be undertaken by him which is not covered in the Scope of Work.
- 5.2 Mobilising**
- 5.2.1 A lot of preparatory work is involved for the above scope, so the firm should be capable of mobilizing the required manpower and associated materials within 07 working days of order placement. The subcontractor shall make necessary arrangement for entry passes, PVRs etc. for their workforce well in advance.
- 5.2.2 All along the process, break points in the form of inspections carried out on site, as per applicable documents & approved QAP, are to be adhered to by the subcontractor. Step by step clearance to be obtained from QA-EY, record of same to be maintained and made available as per requirement.
- 5.3 **Contract Period:** Tentative start date is 01 Oct 2018 and tentative finish date is 30.06.2020.
- 5.4 **Validity of the P.O:** This rate contract PO would be valid for four months beyond the contract period.
- 5.5 Guarantee/ Warranty shall be 18 months from the date of undocking of the submarine from the dry dock or completion of the job whichever is later.
- 5.6 Rework / Modification**
- 5.6.1 Modifications /rework due to MDL/NAVY, requiring  $\leq 15$  man days work will be termed as minor modification/rework and the subcontractor will carry out these works at no extra cost to MDL. Modification/rework requiring  $> 15$  man days of work will be termed as major work and the subcontractor will charge MDL at 1.2 times of the rates quoted in the subcontractor's offer. Type of works (Major/minor) shall be decided by user department. However, the subcontractor will carry out all reworks which arise due to subcontractor's negligence within the stipulated/ minimum man days required and at no extra cost to MDL and jobs must be witnessed by the concerned MDL executives and to be recorded with duly signature of both parties.
- 5.6.2 Any item damaged by the subcontractor will be replaced fully by the subcontractor at no cost to MDL.
- 5.7 Work Completion Certification (WCC)**
- 5.7.1 Offering of the work completed for inspection and getting the required clearance from MDL-QA/ Refit Monitoring Team (IN)/ Ship's Staff is the responsibility of the subcontractor.
- 5.7.2 On successful completion of the inspection, Work Completion Certificate (WCC) will be issued by OIC (L&Wn) or MDL designated Production Executive not below the rank of Chief Manager.
- 5.8.1 Taxes will be paid as per prevailing procedure.
- 5.9 QAP**
- The subcontractor should submit QA plan for approval within 03 days after placement of Order. Final QA Plan is to be approved by MDL/ IN prior to commencement of work.

**5.10 Precautions**

The subcontractor shall take all necessary precautions to minimize wastage/rework/damage. Safe custody of special tools/tackles provided them for undertaking task. Any such damage/non conformity should be immediately brought to the notice of the concerned MDL officer and repaired only with prior approval (NCR) from the production in-charge and QA-EY department. And work will be carried out with no extra cost to MDL.

Note: The subcontractor shall not further subcontract any part of this scope without prior approval from MDL.

**6. INSPECTION REQUIREMENTS**

6.1 Two types of Inspection for work completed are envisaged, viz. self inspection by the subcontractor and inspection by MDL-QA/Refit Monitoring Team (IN)/Ship's Staff. Inspection should be intimated at least 24 hrs in advance to all concerned.

6.2 Subcontractor will carry out self inspection with their internal QA team as per standard format/protocol of the activities done by them and fill in the relevant inspection forms as identified/required by MDL.

6.3 The various stages of inspections that are to be done or offered by the subcontractor may be broadly categorized as mentioned below:

- (i) Inspection for de-connectorisation and removal of all connectors.
- (ii) Inspection for removal of all units/ sub-units/ limit switches etc. and their preservation.
- (iii) Inspection for cable insulation and continuity.
- (iv) Inspection of installation of all units/ sub-units/ limit switches etc.
- (v) Inspection after final connection
- (vi) Inspection for gland tightness (water/ gas tight integrity)
- (vii) Re-Inspection in case of rework.

6.4 Firm has to follow approved QAP.

6.5 Inspection of work completed will be by MDL-QA/ Refit Monitoring Team (IN)/ Ship's Staff. Subcontractor will offer for joint inspection in advance, who will provide calibrated tools/ instruments, if necessary.

**7. DOCUMENTATION REQUIREMENTS**

7.1 Documents/drawings will be handed over to the subcontractor by MDL.

7.2 Subcontractor should also maintain a record as per format required by MDL reflecting the status of all materials (cables, hardware, consumables etc.) issued to him by MDL.

7.3 Subcontractor should prepare daily work progress report and a consolidated monthly work progress report as per format required by MDL, get it approved by the concerned MDL officer and file it for records.

7.4 MDL will provide monthly plan/ targets and subcontractor has to arrange necessary resources to complete the targeted job as per schedule.

7.5 Subcontractor shall submit monthly statement for the cumulative work completion claimed verified by concerned executive (consolidated statement of work completion certificates put up by the subcontractor) till date for verification and records.

7.6 Subcontractor shall submit at the end of every month a statement of pending jobs which were planned for that particular month along with (valid) reason for hold-up & catch up plan for the same.

**A. Detailed Scope of Work, Pre-requisites, Terms & Conditions for Repairs/ Refurbishment of AC Chopper Boxes (03 Nos.)**

- A.1 Removal of wiring before removal of chopper boxes for overhauling.
- A.2 Transportation of chopper boxes to the subcontractor's premises.
- A.3 Chopper boxes components cleaning and testing.
- A.4 Chopper box PCBs calibration.
- A.5 Power line insulation checks and cleaning.
- A.6 Control rack fitment and termination.
- A.7 Replacement of Defective components.
- A.8 Internal rewiring of chopper boxes.
- A.9 Functional checks of complete chopper boxes before dispatch.
- A.10 Re-wiring of chopper box after fitment onboard.
- A.11 Setting to work.
- A.12 Trials on board.

**B. Detailed Scope of Work, Pre-requisites, Terms & Conditions for Repairs/ Refurbishment of Diesel Monitoring System**

- B.1 Preservation of Diesel monitoring System at sub contractors Premises:
  - B.1.1 Removal of connections from DMS cabinet, Sensor cases (Port & Stbd), auxiliary Display and securing of removed connections.
  - B.1.2 Removal of connections at all sensors, Solenoids and switches end and securing of end connection.
  - B.1.3 Degutting and removal of DMS cabinet, sensor cases, Auxiliary display and printer from the Submarine.
  - B.1.4 Transport of the DMS from Dockyard to contractors Premises and back to Mumbai after availability of platform.
  - B.1.5 Preservation of Diesel Monitoring System at contractors Premises.
- B.2 Carrying out maintenance routines on Diesel Monitoring system at contractors Premises:
  - B.2.1 Visual inspection of DMS Cabinet and sensor cases and renew/ repair as required.
  - B.2.2 Cleaning of all components of Diesel monitoring system including PCBS.
  - B.2.3 Calibration checks on Diesel monitoring system including PCBs and Meters and renew/ repair as required.
  - B.2.4 Checking function of PCBs and Modules inside Diesel monitoring system and renew/ repair as required.
  - B.2.5 Survey of connectors on DMS cabinet and replacement as required.
  - B.2.6 Checking of internal wiring of Diesel monitoring system and renew/ repair as required.
  - B.2.7 Checking of internal wiring of Diesel monitoring system and renew/ repair as required.
  - B.2.8 Assemble the system after maintenance and carry out function checks on the simulator available at contractors Premises.
- B.3 Technological up gradation of Diesel monitoring system and work out design proposal for Technology upgrade:
  - B.3.1 Hardware design and development as per design proposal.
  - B.3.2 Software design and development as per design proposal.
  - B.3.3 Implementation of upgraded design on Shishumar DMS held at contractor's Premises.
  - B.3.4 Undertake design reviews before during design and implementation phases (2 reviews).
  - B.3.5 Internal testing of the upgraded system.
  - B.3.6 Schedule and undertake V&V through independent agency with association from Indian Navy.
  - B.3.7 Undertake final Design Review before scheduling FATs.
- B.4 Regutting and Refitment of Diesel Monitoring System onboard:

- B.4.1 Transport of the DMS from contractors Premises to Mumbai.
- B.4.2 Lowering the DMS inside the Submarine.
- B.4.3 Regutting the DMS onboard.
- B.4.4 Fitment of DMS Cabinet, sensor cases (Port & Stbd) and Auxiliary Display.
- B.4.5 Fitment of New heating and Pump control units and Diesel Pre heater Boxes.
- B.4.6 Fitment of New Auxiliary Display and printer.
- B.5 Removal and Replacement of Cables and sensors:
  - B.5.1 Remove all control system cables after degutting and mark layouts (However, where it is not possible to remove the cable, the cable will be isolated and secured at the same place.
  - B.5.2 Examine the cable trays and cable hangers related to control cables and replace as required.
  - B.5.3 Relaying new control cables and terminate/ connectorise as required.
  - B.5.4 Remove control system sensors and switches as required and replaced with new ones.
  - B.5.5 Undertake conductivity checks of cables to ensure connectivity.
- B.6 Installation and setting to work onboard with following scope of works:
  - B.6.1 Carry out continuity checks external inter connecting cables of Diesel Monitoring System (Cable checks on MDL scope).
  - B.6.2 Cold checks on the Diesel Monitoring System including all sensors and its measuring point checks.
  - B.6.3 Hot Checks on the Diesel Monitoring System including all measuring point checks.
  - B.6.4 Witnessing of in-house load trails by MDL/SS.
- B.7 Harbour Acceptance Trials (HATs) as per HATs protocol on Diesel Monitoring System.

**LIST OF SPARES FOR REFIT PACKAGE PER AC CHOPPER BOX - INS SHISHUMAR**

S.No	Part No	Description	Qty
1	ES3919B-4050771	Main Controller PCB	1
2	ES3919B-3030260	Power Supply SMPS2	1
3	ES3919B-4050731	LCD Display PCB	1
4	ES3919B-4050753	Speed Control PCB	1
5	ES3919B-4050830	Relay Analog PCB	1
6	ES3919B-4250030	IGBTs	1
7	ES3919B-4280110	Input Filter Capacitor	1
8	ES3919B-4280100	DC feed through Capacitor	1
9	ES3919B-4140290	Power Contactor	1

**LIST OF MANDATORY SPARES FOR MR JOB FOR DIESEL MONITORING SYSTEM- INS SHISHUMAR**

S.No	Part No	Description	Qty
1	ES3919B-40505XX	SINGLE BOARD COMPUTER	2
2	ES3919B-40505XX	THERMOCOUPLE PCB	4
3	ES3919B-30302XX	VME64 POWER SUPPLY	5
4	ES3919B-49100XX	COOLING FANS	24
5	ES3919B-30613XX	SIGNAL ISOLATORS	48
6	ES3919B-30302XX	AUXILIARY POWER SUPPLY	3
7	ES3919B-40505XX	MULTI CHAN VME SIGNAL COND CARDS TYPE A	3
8	ES3919B-40505XX	MULTI CHAN VME SIGNAL COND CARDS TYPE B	3
9	ES3919B-40504XX	MULTI CHAN VME SIGNAL COND CARDS TYPE C	5
10	ES3919B-40506XX	MULTIFUNCTION PCB	1
11	ES3919B-40506XX	MULTIFUNCTION PCB	1
12	ES3919B-40506XX	ISOLATOR PCB	1
13	ES3919B-4570100	POTENTIOMETER 1K/2 WATTS +/-3% 10 TURN POT WITH DIAL	4
14	ES3919B-40505XX	KEYBOARD WITH TRACKBALL	2
15	ES3919B-40505XX	RELAY DRIVER PCBs TYPE 1	4
16	ES3919B-40505XX	RELAY DRIVER PCBs TYPE 2	2
17	ES3919B-40505XX	RELAY DRIVER PCBs TYPE 3	2
18	ES3919B-30302XX	AUXILIARY POWER SUPPLY	9
19	ES3919B-4130610	CONNECTOR	65
20	ES3919B-3030250	POWER SUPPLY	1
21	ES3919B-41304XX	ROUND SHELL CONNECTORS	10
22	ES3919B-41304XX	ROUND SHELL CONNECTORS	10
23	ES3919B-41304XX	ROUND SHELL CONNECTORS	4
24	ES3919B-4050530	BACK PLANE	5
25	ES3919B-41103XX	ETHERNET SWITCH	5
26	ES3919B-41701XX	AMMETER, M96 CLASS 1.5, 240 DEG	4
27	ES3919B-41701XX	VOLT METER, M96 CLASS 1.5, 240	4
28	ES3919B-41701XX	RPM METER, M96 CLASS 1.5, 240 DEG	4

**TENDER NO 1200001590 Hiring of Services for AC Chopper Boxes & Diesel Monitoring System for MRLC INS  
Shishumar (Y-72177)**

29	ES3919B-41203XX	MONITOR SCREEN	2
30	ES3919B-14412XX	AUXILIARY DISPLAY	1
31	ES3919B-41702XX	ANALOG METER	2
32	ES3919B-4050842	TACHO PCB	4
33	ES3919B-4130300	ETHERNET ROUND SHELL CONNECTOR TYPE-RJFTV21	2
34	ES3919B-4100210	PUSH BUTTON	1
35	ES3919B-4100140	ILLU PUSH BUTTON TYPE – AL6 GREEN MOMENT CONT	2
36	ES3919B-4100160	ILLU PUSH BUTTON TYPE– AL6 YELLOW MOMENT CONT	2
37	ES3919B-4100150	ILLU PUSH BUTTON TYPE – AL6 RED MOMENT CONT	2
38	ES3919B-4110300	KEY SWITCH	1
38	ES3919B-4110270	KEY SWITCH TYPE AS6-K BLACK 1C/O CONT	2
39	ES3919B-4130011	TERMINAL BLOCK 2.5MM SQ. CLIP ON TYPE WAGO MAKE VERTICAL	100
40	ES3919B-4200230	CIRCUIT BREAKER	1
41	ES3919B-4200081	CIRCUIT BREAKER	1
42	ES3919B-4200101	CIRCUIT BREAKER	1
43	ES3919B-4140190	CONTACTOR	1
44	ES3919B-5520030	LIMIT SWITCHES	20
45	ES3919B-5520040	LIMIT SWITCHES	10
46	ES3919B-5520050	LIMIT SWITCHES	2
47	ES3919B-3061350	WAGO ISOLATOR	4
48	ES3919B-4130640	PO CONNECTOR	2
49	ES3919B-4130650	PO CONNECTOR	2
50	ES3919B-4130660	PO CONNECTOR	2
51	ES3919B-4050572	SIGNAL CONDITIONING MODULES	2
52	ES3919B-4130280	TERMINALS	40
53	ES3919B-4050670	CHANNEL ISOLATOR	1
54	ES3919B-4050590	BACK PLANE	2
55	MISC. MATERIALS	ACCESSORIES LIKE CABLE, HARDWARE, ETC.	1

**RATE SHEET Ver.2**

<b>Sr.</b>	<b>Description of work</b>	<b>Qty</b>	<b>Quoted Price</b>
1	Deconnectorisation, Removal, Transportation of three (3) pieces chopper boxes for internal inspection and Repair/ Refurbishment. Carry out installation of unit/ subunits, re-connectorisation, check-wire and all cold checks of the system and tests & trials as per test specifications to TS-510-00 to the extent applicable.	03 Sets	
2	Supply of mandatory spares for AC chopper Box as per Annexure-2	03 Sets	
3	Deconnectorisation, Removal, Transportation of Diesel Monitoring System for internal inspection and Repair/ Refurbishment and Technological Upgradation. Carry out installation of unit/ subunits, re-connectorisation, check-wire and all cold checks of the system, STW and HATs	01 set	
4	Supply of spares for Diesel Monitoring System as per Annexure-2	01 set	
		<b>Total (Rs.)</b>	
5	Manday Rate for Un-Skilled Operative	25 days	
6	Manday Rate for Skilled Operative	25 days	
7	Manday Rate for Engineer	25 days	

**Rate Format Sheet**

**(For Sr. No. 10 to 70 - Please indicate QUOTE/UNQUOTE here & indicate actual prices online)**

**(For Sr. No. 80 to 720 - Please indicate actual prices here & submit in technical bid)**

**TENDER NO: EY/CD/MRLC/SJ/1200001590**

**Rate Sheet for Services for carrying out services for AC chopper boxes & Diesel Monitoring system :**

Sr. No	Description of work	Qty (SET/Days)	Unit price (Rs)	Total Price (Rs)
10	Deconnectorisation, Removal, Transportation of three (3) pieces chopper boxes for internal inspection and Repair/ Refurbishment. Carry out installation of unit/ subunits, re-connectorisation, check-wire and all cold checks of the system and tests & trials as per test specifications to TS-510-00 to the extent applicable.	03 Sets	Quoted/Not Quoted	Quoted/Not Quoted
20	Supply of mandatory spares for AC chopper Box as per Annexure-2	03 Sets	Quoted/Not Quoted	Quoted/Not Quoted
30	Deconnectorisation, Removal, Transportation of Diesel Monitoring System for internal inspection and Repair/ Refurbishment and Technological Upgradation. Carry out installation of unit/ subunits, re-connectorisation, check-wire and all cold checks of the system, STW and HATs	01 set	Quoted/Not Quoted	Quoted/Not Quoted
40	Supply of spares for Diesel Monitoring System as per Annexure-2	01 set	Quoted/Not Quoted	Quoted/Not Quoted
			<b>Total (Rs.)</b>	
50	Manday Rate for Un-Skilled Operative	25 days	Quoted/Not Quoted	Quoted/Not Quoted
60	Manday Rate for Skilled Operative	25 days	Quoted/Not Quoted	Quoted/Not Quoted
70	Manday Rate for Engineer	25 days	Quoted/Not Quoted	Quoted/Not Quoted

**RATE SHEET OF SPARES FOR REFIT PACKAGE PER AC CHOPPER BOX - INS SHISHUMAR**

S.No	Part No	Description	Qty	Unit price (Rs)	Total Price (Rs)
80	ES3919B-4050771	Main Controller PCB	1		
90	ES3919B-3030260	Power Supply SMPS2	1		
100	ES3919B-4050731	LCD Display PCB	1		
110	ES3919B-4050753	Speed Control PCB	1		
120	ES3919B-4050830	Relay Analog PCB	1		
130	ES3919B-4250030	IGBTs	1		
140	ES3919B-4280110	Input Filter Capacitor	1		
150	ES3919B-4280100	DC feed through Capacitor	1		
160	ES3919B-4140290	Power Contactor	1		



**RATE SHEET OF MANDATORY SPARES FOR MR JOB FOR DIESEL MONITORING SYSTEM- INS  
SHISHUMAR**

S.No	Part No	Description	Qty	Unit price (Rs)	Total Price (Rs)
170	ES3919B-40505XX	SINGLE BOARD COMPUTER	2		
180	ES3919B-40505XX	THERMOCOUPLE PCB	4		
190	ES3919B-30302XX	VME64 POWER SUPPLY	5		
200	ES3919B-49100XX	COOLING FANS	24		
210	ES3919B-30613XX	SIGNAL ISOLATORS	48		
220	ES3919B-30302XX	AUXILIARY POWER SUPPLY	3		
230	ES3919B-40505XX	MULTI CHAN VME SIGNAL COND CARDS TYPE A	3		
240	ES3919B-40505XX	MULTI CHAN VME SIGNAL COND CARDS TYPE B	3		
250	ES3919B-40504XX	MULTI CHAN VME SIGNAL COND CARDS TYPE C	5		
260	ES3919B-40506XX	MULTIFUNCTION PCB	1		
270	ES3919B-40506XX	MULTIFUNCTION PCB	1		
280	ES3919B-40506XX	ISOLATOR PCB	1		
290	ES3919B-4570100	POTENTIOMETER 1K/2 WATTS +/-3% 10 TURN POT WITH DIAL	4		
300	ES3919B-40505XX	KEYBOARD WITH TRACKBALL	2		
310	ES3919B-40505XX	RELAY DRIVER PCBs TYPE 1	4		
320	ES3919B-40505XX	RELAY DRIVER PCBs TYPE 2	2		
330	ES3919B-40505XX	RELAY DRIVER PCBs TYPE 3	2		
340	ES3919B-30302XX	AUXILIARY POWER SUPPLY	9		
350	ES3919B-4130610	CONNECTOR	65		
360	ES3919B-3030250	POWER SUPPLY	1		
370	ES3919B-41304XX	ROUND SHELL CONNECTORS	10		
380	ES3919B-41304XX	ROUND SHELL CONNECTORS	10		
390	ES3919B-41304XX	ROUND SHELL CONNECTORS	4		
400	ES3919B-4050530	BACK PLANE	5		
410	ES3919B-41103XX	ETHERNET SWITCH	5		
420	ES3919B-41701XX	AMMETER, M96 CLASS 1.5, 240 DEG	4		
430	ES3919B-41701XX	VOLT METER, M96 CLASS 1.5, 240	4		
440	ES3919B-41701XX	RPM METER, M96 CLASS 1.5, 240 DEG	4		
450	ES3919B-41203XX	MONITOR SCREEN	2		
460	ES3919B-14412XX	AUXILIARY DISPLAY	1		
470	ES3919B-41702XX	ANALOG METER	2		
480	ES3919B-4050842	TACHO PCB	4		
490	ES3919B-4130300	ETHERNET ROUND SHELL CONNECTOR TYPE-RJFTV21	2		
500	ES3919B-4100210	PUSH BUTTON	1		
510	ES3919B-4100140	ILLU PUSH BUTTON TYPE – AL6 GREEN MOMENT CONT	2		
520	ES3919B-4100160	ILLU PUSH BUTTON TYPE– AL6 YELLOW	2		

**TENDER NO 1200001590 Hiring of Services for AC Chopper Boxes & Diesel Monitoring System for MRLC INS Shishumar (Y-72177)**

		MOMENT CONT			
530	ES3919B-4100150	ILLU PUSH BUTTON TYPE – AL6 RED MOMENT CONT	2		
540	ES3919B-4110300	KEY SWITCH	1		
550	ES3919B-4110270	KEY SWITCH TYPE AS6-K BLACK 1C/O CONT	2		
560	ES3919B-4130011	TERMINAL BLOCK 2.5MM SQ. CLIP ON TYPE WAGO MAKE VERTICAL	100		
570	ES3919B-4200230	CIRCUIT BREAKER	1		
580	ES3919B-4200081	CIRCUIT BREAKER	1		
590	ES3919B-4200101	CIRCUIT BREAKER	1		
600	ES3919B-4140190	CONTACTOR	1		
610	ES3919B-5520030	LIMIT SWITCHES	20		
620	ES3919B-5520040	LIMIT SWITCHES	10		
630	ES3919B-5520050	LIMIT SWITCHES	2		
640	ES3919B-3061350	WAGO ISOLATOR	4		
650	ES3919B-4130640	PO CONNECTOR	2		
660	ES3919B-4130650	PO CONNECTOR	2		
670	ES3919B-4130660	PO CONNECTOR	2		
680	ES3919B-4050572	SIGNAL CONDITIONING MODULES	2		
690	ES3919B-4130280	TERMINALS	40		
700	ES3919B-4050670	CHANNEL ISOLATOR	1		
710	ES3919B-4050590	BACK PLANE	2		
720	MISC. MATERIALS	ACCESSORIES LIKE CABLE, HARDWARE, ETC.	1		

**Notes:**

1. Above price for carrying out **services for AC chopper boxes & Diesel Monitoring system** along with the accessories and operators shall include complete job work & requisite manpower.
2. Bidders are requested to contact P-EY/User Department for better understanding of the scope of work before submission of the offer.
3. ~~Contract Period~~ : ~~Triennial Rate Contract~~
4. ~~Parallel Contract~~ : **REQUIRED**
5. Start Date : 01.10.2018 (Tentative).
6. End Date : 30.06.2020 (Tentative).
7. The quantities mentioned in the scope of work and rate sheet are approximate and may vary while execution of work. It may vary by +/-20% of the total quantity.
8. Supplier should clearly indicate "QUOTED" or "NOT QUOTED" as applicable against each of the above listed items.
9. **Manday rates are requested under sr no 50, 60 & 70 are for future reference, if any additional work arises.**
10. **Bidder to submit unit rate for all the spares listed/provided in the Annexure 2 of the scope of work in the Part 2 bid of the E-tender.**
11. **Unit Rates of spares under Sr. 80 to 720 are for future reference purpose, if any additional requirement arises.**

**TAXES & DUTIES**

The rates / price quoted by Bidder online should be exclusive of duties and taxes. However, nature / type and rate of duties & taxes are to be clearly indicated in the offer by the bidder separately.

Sr. No	Taxes, Duties & other charges (Please specify with applicable rates)	HSN/SIC CODE	Applicable Rate(%)	Amount (XX)
1	GST			----

<b>Official Contact details for the bidder's representative</b>	
<b>Name</b>	
<b>Email id</b>	
<b>Contact No</b>	

Company's Seal

Date:

(Signature, Name & Designation)

**TEF ACCEPTANCE FORMAT**

To,  
MAZAGON DOCK SHIPBUILDERS LIMITED  
COMMERCIAL DEPARTMENT  
EAST YARD

**TENDER NO: EY/CD/MRLC/SJ/1200001590**

TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK
	ACC. / DEV		ACC. / DEV		ACC. / DEV
1.ACC. / DEV		2.ACC. / DEV		3 . ACC. / DEV	
4.ACC. / DEV	NA	5. ACC. / DEV		6. ACC. / DEV	
7. ACC. / DEV		8. ACC. / DEV		9. ACC. / DEV	
10. ACC. / DEV		11. ACC. / DEV		12. ACC. / DEV	
13. ACC. / DEV		14. ACC. / DEV	NA	15. ACC. / DEV	<u>NA</u>
16. ACC. / DEV		17. ACC. / DEV		18. ACC. / DEV	NA
19. ACC. / DEV		20. ACC. / DEV	NA	21. ACC. / DEV	<u>NA</u>
22. ACC. / DEV		23. ACC. / DEV		24. ACC. / DEV	
25. ACC. / DEV		26. ACC. / DEV		27. ACC. / DEV	
28. ACC. / DEV		29. ACC. / DEV		30. ACC. / DEV	
31. ACC. / DEV		32. ACC. / DEV	NA	33. ACC. / DEV	
34. ACC. / DEV		35. ACC. / DEV		36. ACC. / DEV	
37. ACC. / DEV		38. ACC. / DEV		39. ACC. / DEV	
40. ACC. / DEV		41. ACC. / DEV		42. ACC. / DEV	
43. ACC. / DEV					

COMPANY'S NAME & ADDRESS :

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

NAME:

SIGNATURE:

DATE:

DESIGNATION:

BIDDER'S COMPANY SEAL:

NOTES:

- Bidders should carefully read the Terms & Conditions of the Tender Enquiry Form (TEF) prior to filling up this acceptance format.
- This format should be properly filled, signed and returned by the bidder(s) alongwith their technical offer for considering their Bid.
- Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
- Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
- Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example Clause no. '3' means – Clause nos. 3.1, 3.1.1, 3.1.2-----

**ACCEPTANCE FORM FOR GENERAL TERMS AND CONDITIONS**

To,  
MAZAGON DOCK SHIPBUILDERS LIMITED  
COMMERCIAL DEPARTMENT  
EAST YARD

**TENDER NO: EY/CD/MRLC/SJ/1200001590**

GT&C CLAUSE No.	BIDDER'S REMARK	GT&C CLAUSE No.	BIDDER'S REMARK	GT&C CLAUSE No.	BIDDER'S REMARK
	ACC/DEV		ACC. / DEV		ACC. / DEV
A10.	NA	A20.		A30.	NA
A40.		A50.		A60.	
A70.		A80.		A90.	
A112		A110.		A120.	
A130.		A140.		A150.	
A160.		A170.		A180	
A190.		A200.		A111	NA

**COMPANY'S NAME & ADDRESS :**

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

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

**NOTES:**

1. Bidders should carefully read the General Terms & Conditions (GT&C) of the Tender Enquiry prior to filling up this acceptance format..
2. This format should be properly filled, signed and returned by the bidder(s) alongwith their technical offer for considering their Bid.
3. Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
4. Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
5. **Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example Clause no. '8' means – Clause nos.-8.1, 8.2, 8.3.**

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

**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

**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.~~**

**TENDER NO 1200001590 Hiring of Services for AC Chopper Boxes & Diesel Monitoring System for MRLC INS Shishumar (Y-72177)**

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

**A102. For Foreign Bidders.**

For overseas supplies on CIF basis. Freight & Insurance up to port destination (Sea/Air) shall be arranged by the supplier/Contractor. The Bidder / Supplier / Contractor shall immediately on 29hould29z of the items, inform all relevant details of 29hould29z such as Order number, Bill of Lading/AWB number marked as Freight paid, Insurance policy/documents, number of packages, value of consignment, invoice number in time directly to Purchaser's Insurance Company & Purchaser in time. In cases, the freight & insurance charges will be paid by the purchaser directly to the parties concerned.

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

A111. Taxes and duties applicable, if any, shall be regularized by MDL by issuing necessary exemption certificates in respect of procurement for Defence Projects. Bidder shall indicate separately the taxes and duties applicable in their offer. When the items qualify for exemption partly/fully but the supplier did not avail of the same, the amount of taxes and duties on such supplies shall be to supplier's account. In cases where exemption certificates are not issued for any reason, taxes shall be paid as indicated in the Purchase Order/Contract. Tax deduction at source will be effected wherever applicable (e.g. TDS under Income tax Act, TDS on Works Contract under MVAT Act etc.) from the bills of the Supplier as per statutes. Octroi duty exemption certificate issued by Customer's representative will be provided on Supplier's written intimation with relevant details regarding readiness of items for dispatch. Where payment of Octroi duty is agreed to and stipulated in the Purchase Order / Contract, the same will be reimbursed by Purchaser at 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 (GST) is agreed to, the Supplier will be paid GST on the basis of the Invoice indicating particulars of his GST Registration Number and such Invoice should also indicate the VAT TIN Number and CST Number of the Purchaser. Where Central Excise Duty is agreed to be paid by the Purchaser in the Purchase Order/Contract, the Suppliers will be paid Excise Duty claimed in the Invoice on the basis of Central Excise Invoice issued as per Rule 11 indicating the ECC/Excise Registration number to be enclosed along with Commercial Invoice/Tax Invoice. In the case of payment of Service Tax agreed to as per purchase order/contract, the same will be paid on the basis of Tax Invoice indicating the Service Tax Registration number and the category of service for which the contractor/Vendor is registered with the Service Tax Department. A copy of the Service Tax Registration certification will be submitted by the contractor/Vendor as a onetime requirement in support of the Registration number indicated in the Invoices. Based on requirement, the Vendor/contractor may be called upon to produce evidence of validity of the Service Tax Registration at any point of time during the currency of the contract.

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

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

**A120. DEMURRAGE**

A121. Storage and Demurrage charges will be payable by the Bidder / Supplier / Contractor for all shipments that reach purchaser without proper 29hould29z 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

**TENDER NO 1200001590 Hiring of Services for AC Chopper Boxes & Diesel Monitoring System for MRLC INS Shishumar (Y-72177)**

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

**A140. RECEIPT INSPECTION BY MDL.**

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

**A150. REJECTION OF MATERIALS.**

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

**A160. # TECHNOLOGICAL DEVELOPMENTS / MODIFICATIONS**

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

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

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

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

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

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

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

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

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

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

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



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

A201. The Purchaser would consider providing facilities like – compressed air at one point, 31hould31 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.

**STACS ACCEPTANCE FORMAT**

To,  
MAZAGON DOCK SHIPBUILDERS LIMITED  
COMMERCIAL DEPARTMENT  
EAST YARD

**TENDER NO: EY/CD/MRLC/SJ/1200001590**

STACS CLAUSE No.	BIDDER'S REMARK	STACS CLAUSE No.	BIDDER'S REMARK	STACS CLAUSE No.	BIDDER'S REMARK
	ACC/DEV		ACC/DEV		ACC/DEV
<u>101</u>		<u>102</u>		<u>103</u>	
<u>120</u>		<u>200</u>		<u>210</u>	
<u>220</u>		<u>230</u>		<u>240</u>	NA
<u>250</u>		<u>260</u>		<u>270</u>	
<u>280</u>		<u>290</u>		<u>300</u>	
<u>310</u>		<u>320</u>	NA	<u>330</u>	
<u>340</u>		<u>350</u>		<u>360</u>	
<u>370</u>		<u>380</u>		<u>390</u>	
<u>400</u>		<u>410</u>		<u>420</u>	
<u>420</u>		<u>430</u>		<u>440</u>	
<u>450</u>					

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.
- 1 This format should be properly filled, signed and returned by the bidder(s) alongwith their technical offer for considering their Bid.
- 2 Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
- 3 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 '6' means – clause nos. 6.1, 6.2.**

**STANDARD TERMS AND CONDITIONS (STACS)**

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

**102** The word '**Contractor / Bidder**' 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 Ltd (Purchaser) has contracted to carry out work in relation to which orders are placed by the Purchaser on the Sub-contractor / Supplier / Supplier 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 Contractor / Bidder 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 that 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 / 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, the contractor must ensure that the place is left in a reasonably clean state and all scrap/Rubble/Debris/refuse is transferred to nearby scrap/Garbage/refuse bins.

213. The Purchaser would provide on demand the requisite material to be supplied as per the Contract. On completion / execution of the contract a reconciliation statement detailing quantity of material issued, quantity used for the contract, scrap generated, quantity returned to Stores and certificate regarding protection of Intellectual Property Rights will have to be submitted along with certified Invoice/s before payment/s are effected. Any excess consumption of material on account of wastage / damage, re – work not attributable to Purchaser will be suitably recovered from the Bidder / Contractor.

**220. RISK PURCHASE**

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

222. The Purchaser shall also be at liberty to purchase, manufacture or supply from stock or should the services 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 / 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 / Contractor the same shall be deducted from any sum then due or thereafter may become due to the Bidder / 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 Contractor / Bidder, his employees, licencees, agents or Sub-Supplier / Subcontractor, while on site of the Purchaser for the purpose of this contract, indemnifies the Purchaser against direct damage and/ or injury to the property

**TENDER NO 1200001590 Hiring of Services for AC Chopper Boxes & Diesel Monitoring System for MRLC INS Shishumar (Y-72177)**

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 Contractor / Bidder, his employees, licencees, agents or Sub-contractor by making good such damages to the property, or compensating personal injury and the total liability for such damages or injury shall be as mutually discussed and agreed to.

**260 TRANSFER OF SUPPLIER'S / CONTRACTOR'S RIGHTS:**

261. The Contractor / Bidder 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 Contractor / Bidder shall 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 Contractor / Bidder is debarred all from future tender enquiries / work orders. However in no circumstances a contractor is permitted to subcontract any part of the contract to the bidders who had quoted for the concerned tender.

**280. PATENTRIGHTS.**

281. The Contractor / Bidder 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 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 Contractor / Bidder 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 34hould34z to any person in relation to the Contract or any other Contract with the Purchaser. Any breach of the aforesaid undertaking by the Contractor / Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Contractor / Bidder) or the commission of any offence by the Contractor / Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1980 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall entitle the Purchaser to cancel the contract and all or any other contracts with the Contractor / Bidder and recover from the Contractor / Bidder the amount of any loss arising from such cancellation. A decision of the Purchaser or his nominee to the effect that a breach of the undertaking has been committed shall be final and binding on the Contractor / Bidder.

302. The Contractor / Bidder 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 Contractor / Bidder or any one employed by them or acting on their behalf (whether with or without the knowledge of the Contractor / Bidder) or the commission of any offence by the Contractor / Bidder or by any one employed by them or acting on their behalf which shall be punishable under the Indian Penal Code 1980 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 Contractor / Bidder 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 Contractor / Bidder 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 Contractor / Bidder, on a specific request of the Purchaser shall provide necessary information / inspection of the relevant financial documents / information.

**310. IMMUNITY OF GOVERNMENT OF INDIA. (APPLICABLE ONLY FOR ORDERS / CONTRACTS WITH USA / OTHER FOREIGN COMPANIES**

311. It is expressly understood and agreed by and between M/s. (Contractor / Bidder / Supplier) and Mazagon Dock Shipbuilders Ltd, 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 (Contractor / Bidder) 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, (Contractor / Bidder) 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 / services to MDL shall be arranged by the bidder from the concerned authorities in their country without any time & cost implications on the Purchaser.~~

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

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

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

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

### **350. ARBITRATION**

351. Any dispute / differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations. Unresolved disputes/ differences, if any, shall be settled by Arbitration and the arbitration proceedings shall be conducted at Mumbai (India) in English language, under the Indian Arbitration and Conciliation Act, 1996. MDL may prefer to have arbitration through Institutes such as Indian Council of Arbitration (ICA)/Indian Merchant Chambers (IMC), in which case appointment of separate arbitrator by both sides and then appointment of third arbitrator will not be required.352. In case of unresolved difference / dispute between Purchaser and Supplier, being a Public Sector Enterprise, shall be referred by either party to the Department of Public Enterprises, as per extant guidelines. (Any changes to arbitration clause must be vetted by CS & LE Deptt 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.

### **370. CONTRACT LABOUR (REGULATION & ABOLITION) ACT 1970**

371. Contractor / Bidder shall obtain licence under Section 12 and 13 of the Contract Labour (Regulation & Abolition) Act, 1970 and rules made there under and the same should be kept valid at least until the expiry of contract with Purchaser. The registration and Licence under the Contract Labour (Regulation and Abolition) Act 1970 shall be renewed in time every year and if work continues for more than a year, a copy of the Licence is produced as and when demanded by the concerned authorities of Purchaser.

372. The Contractor / Bidder shall carryout his obligations and duties under the Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under, but not limited to :-

- 1. Pay in time, on or before 7<sup>th</sup> of every succeeding month not less than the prescribed minimum wages (as stipulated under item V (a) or V (b) of the Form VI prescribed Under Rule (25) 1 of the Act as applicable.**
- 2. Disburse Wages in respect of workers working on Purchaser's jobs inside the premises under the supervision of nominated representative of the Purchaser.**

iii Production of Wage / Attendance Register along with E. S. I. & P. F. Statements to Corporate Personnel Department (from 8<sup>th</sup> to 15<sup>th</sup> of every succeeding month) for verification of the same as required under the Contract Labour (Regulation and Abolition) Act 1970.

iv. Forwarding to the respective Divisional Personnel Department a list of deductions and contributions duly effected from the salary / wages on Contract Labour engaged on Purchaser's jobs in respect of Employees' Provident Fund, Employees' Family Pension Fund and Employees' State Insurance Scheme, with reasons for non-deduction, if any, duly clarified by passing suitable remarks against the name of concerned employee on the list.

v. Comply with all the statutory regulations and requirements concerned with employment of contract labour on Purchaser's jobs and shall follow all orders / decisions of the Government in this respect. Contractor / Bidder shall furnish all the statutory half yearly returns / six monthly statements concerning with such contract labour to the Licensing Executive in Form No. XXIV as per Rule 82 (1) of Contract Labour (Regulation & Abolition) Act 1970 and also forward a copy of these with necessary statistical information of manpower employed to the Corporate Personnel Department.

373. In the event any employee/s of Contractor / Bidder is advised by the concerned Department to deploy their employees for job during weekly-off, Sundays and holidays, the Contractor / Bidder must inform through Concerned Department the name/s of the employee/s in the prescribed format to CISF / Security and to the concerned Divisional Personnel by mentioning specifically 'Compensatory – Off', before 3 days from the date actual payment.

**380. MINIMUM WAGES ACT**

381. The Contractor / Bidder shall pay to his employees not less than the minimum wages and allowances applicable to the Engineering Industry as notified from time to time by the State Government under the Minimum Wages Act. Contractor / Bidder shall be responsible for timely payment of wages of all his employees engaged in the Purchaser's Yard, not less than the prescribed minimum wages in each case and without any deductions of any kind, except as specified by Government or permissible under the Payment of Wages Act.

382. The Contractor / Bidder must settle all the pending dues of the employees i.e. arrears of wages, proportionate leave wages, proportionate bonus payment, etc.

383. Before winding up the site, the Contractor / Bidder shall pay all terminal dues to his employees such as Notice pay, Gratuity, Retrenchment compensation, etc.

**390. Bonus Act**

391. The Contractor / Bidder shall pay to his eligible employees a Statutory Bonus as per 'Payment of Bonus Act' at the rate prescribed by the Statutory Authorities from time to time.

**400. Factories Act**

401. The Contractor / Bidder shall observe all applicable Rules and Regulations stipulated under Factories Act applicable to contract labour.

402. The Contractor / Bidder shall maintain a separate register prescribed under the Act and pay Privilege Leave wages to all eligible employees.

403. On completion of execution of the contract and before winding up, the Contractor / Bidder shall pay proportionate Privilege Leave wages to all eligible employees.

**410. Employees' Provident Funds and Miscellaneous Provisions Act, 1952**

411. The Contractor / Bidder, where applicable, shall cover his employees deployed in the Purchaser's Yard

i. under the Employees' Provident Funds and Miscellaneous Act, 1952,

ii. under the Family Pension Scheme, and

- 3. under the Employees' Deposit Linked Insurance Scheme and pay the contributions both in respect of his employees and his own. He shall submit all the necessary returns and other particulars periodically as prescribed under the said Act. Contractor / Bidder shall cover from the first day working all his contract labour on MDL jobs by filling requisite returns to concerned Statutory authorities and obtaining Code Numbers / Account Numbers. Contractor / Bidder shall remit employees' and employers' contributions directly to the concerned authorities along with Inspection and Administrative Charges as per relevant**

provisions of the concerned Acts and Schemes made there under within 15 days from the close of every month. The Contractor / Bidder must submit copies of P. F. dues payment challans, copy of Form No. 12 (A), copy of form No. 6 (A) (Annually) & copies of Muster Roll of their workmen every month to Corporate Personnel Department before renewal of passes for entry into the yard. The Contractor / Bidder must also attend to P. F. Inspections by concerned authorities and submit copy of the Inspection Report.

412. The Contractor / Bidder through his own P. F. code number shall fill in P. F. / Pension settlement forms of all the employees engaged in Purchaser's Yard, well in advance of last working day and forwards the said settlement forms to the respective P. F. Commissioner's office for settlement. Contractors who are yet to obtain PF code shall apply for Code no s to PF Commissioners Office & furnish copies of the same to Corporate Personnel Department. Purchaser shall recover PF dues from the contractors running bills till such time the PF Code no is obtained.

413. The Contractor / Bidder may contact Corporate Personnel Department for the purpose to seek any / all clarification / necessary advice for completion of procedural work such as filling labour challans, E. S. I., P. F. – declaration forms, covering their labour under Group Insurance Policy, etc. An Administrative charge @ Rs. 10/- per employee per month for such consultancy will be recovered from all the contractors from the bills of the respective contracts

**420. Employees' State Insurance Act**

421. The Contractor / Bidder should also cover all the eligible contract labourers working on MDL jobs, under the Employees' State Insurance Act and Scheme by furnishing necessary returns to appropriate authority and pay both employees' and employers' contributions in respect of these employees to the concerned authorities within 20 days from the close of every month. The contractor shall produce copy of R. D. F. duly acknowledged by ESI local office for confirmation that the workmen are covered under ESI Act and Scheme.

422. Contractor / Bidder should produce proof of such remittances to Corporate Personnel Department of MDL along with full details of contributions etc. within 25 days from the close of month. He shall also give an undertaking that he will not engage any one on our work who is not duly covered under the said Act & Scheme. The contract employees who are out of coverage of ESI Act & Scheme should be covered under Group Insurance Policy linked with workman compensation Act. Those Bidders / contractors do not have their ESI Code No.; they should submit documentary evidence of application for obtaining ESI Code no to Corporate Personnel Department.

**430. SAFETY:**

431. The Contractor / Bidder must observe all safety precautions in connection with the work to be performed by him, his agents or labourers. In the event of any accident happening in our yard resulting in loss of lives or otherwise damaging any part of the property, the contractor shall be required to make good the loss to the Company and shall be responsible for all consequences that follow from the loss and / or injuries to the persons involved in such accidents. The standard of safety to be observed in the Company shall be decided by the Executive-in-Charge Safety, or any Executive appointed for the purpose before the

commencement of work in the yard. It will be essential for contractor to ascertain the standard precautions which contractor is required to observe in discharging his work as per the standards prevalent in MDL. The decision of MDL in matters concerning Safety shall be final and binding on the contractor.

432. The Contractor / Bidder shall be required to provide his workmen with Boiler Suits of any suitable colour other than blue or white, with the Name of the Contractor in prominent letters on the boiler suits along with personal protection gears like safety shoes, hand gloves etc. workmen of the Contractor / Bidder must wear throughout their working while in the premises of MDL. Contractor's workmen working without safety gears are likely to be disallowed for work.

**440. POLICE VERIFICATION OF EMPLOYEES**

441. Contractor / Bidder shall have to produce and submit to the Chief Security Executive of Purchaser, verification through Mumbai Police of Character and Antecedents of their employees / workers for while working on ships under construction in Purchaser's Yards, for working onboard ships under 37hould37zation / refit / repairs at Mumbai Ports / Naval Dockyard. Entry passes will not be issued in the absence of Police Verification Report and employees without Police Verification shall not be employed by them in Purchaser's Yard / Mumbai Ports / Naval Dockyard and any lapse on the part of Contractor / Bidder shall be viewed seriously as per applicable laws of the land. Employment of any Foreign National during the contract period would be permitted with prior permission of Purchaser.

**450**

451. The Purchaser may extend the delivery schedule as mutually agreed, on receipt of written communication from the Contractor / Bidder regarding occurrence of 'Force Majeure' conditions, but not exceeding six months from the scheduled delivery date. If the 'Force Majeure' conditions extend beyond this period, the Purchaser shall have the right to cancel the order without any financial implication to the Purchaser or on terms mutually agreed to.

**EVALUATION OF PRICE AND LOADING CRITERIA**

**All activities are inseparable.** The Bids will be ranked based on Total price of services in the rate sheet after adding Taxes, duties and levies and after loading the prices as per the loading criteria given here under para 4,5 and 6.

1. The bidder shall quote the rates excluding the taxes & duties.
2. Applicable taxes/duties and the rates shall be separately indicated by the bidder in Rate Sheet.
3. MDL may consider to provide the following certificates where exemption is considered applicable based on the rates of taxes included by the bidder in the price bid format :-
  - ❖ Issue of "C" Form with regard to Sales TaxBidder to quote accordingly.
4. It is desirable that the bidder accepts the payment terms indicated by the company in the Tender document. Varied payment terms quoted by indigenous 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 + 2% thereon on the amount (e) at variation and/or for the period (no. of days) at variation.
5. For additional delivery/service period sought by bidder over the stipulated date of delivery/completion of tender, 1% per completed week may be loaded to the quoted price.
6. Deviation sought in respect of rate per week and/or maximum ceiling in respect of Liquidated Damages shall be loaded on the quoted price. For e.g., the maximum ceiling towards L.D. stipulated in tender is 5% and bidder seeks to limit it to say 3.5%, then price quoted will be loaded by 1.5%. If rate of L.D. per week in tender is 0.5% per week or part thereof and bidder seeks it as, say, 0.40% per week or part thereof, the maximum ceiling on L.D. as per tender will be equated to weeks (10 weeks in this case) and rate proposed by bidder, i.e. 0.4% will be multiplied by the so equated maximum period (which works to 4%) and the quoted price will be loaded accordingly by 1%.
7. Delivery/services, being the essence of the contract, it is desirable for the bidders to adhere to the stipulated clause.
8. Deviations in respect of the period of Warranty / Guaranty shall be loaded to the quoted price @ 0.25% per month or part thereof. This does not arise if the bidder quotes additional price for the differential period.



**DEVIATION FORMAT**

**(Bidders to fill, sign, stamp and RETURN this form in PART- I bid)**

To,  
MAZAGON DOCK SHIPBUILDERS LIMITED  
COMMERCIAL EASTYARD

**TENDER NO: EY/CD/MRLC/SJ/1200001590**

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

COMPANY'S NAME & ADDRESS :

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

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

**NOTE:-**BIDDERS TO ALSO NOTE THAT DEVIATIONS TAKEN BY THEM IF ANY BUT NOT APPEARING OR LISTED IN THE FOLLOWING FORMAT OF THE DEVIATION SHEET AS SUBMITTED AS A PART OF THE TECHNICAL (PART-I) BID BUT LISTED ELSEWHERE WILL NOT BE CONSIDERED BY MDL.

**Enclosure-8**

**RTGS/NEFT – MANDATE AUTHORISATION FORM  
(ILLUSTRATIVE FORMAT)**

1. BIDDER'S NAME :
2. PAN NO :
3. VENDOR ADDRESS :
4. VENDORS TELEPHONE :
5. EMAIL ADDRESS :
6. BANK NAME :
7. BANK ADDRESS :
8. ACCOUNT NO :
9. ACCOUNT TYPE :
10. NEFT CODE :
11. RTGS CODE :
12. MICR CODE: :
13. GST Registration Number :

We hereby declared that the particulars given above are correct and complete. If the transaction is delayed for reason of incomplete or incorrect information , we would not hold MDL responsible .

Date:- \_\_\_\_\_ Supplier Seal    AUTHORISED SIGNATORY OF THE BIDDER

Certified that particulars as per serial no . 1 & 6 to 11 are correct as per our records

BANK'S STAMP

Date:-

SIGNATURE OF THE AUTHORISED OFFICIAL OF THE BANK.

**NON DISCLOSURE AGREEMENT (NDA)**

THIS NON DISCLOSURE Agreement made at Mumbai, India on this \_\_\_\_\_ day of \_\_\_\_\_ 2014 between Mazagon Dock Shipbuilders Limited a company registered under the Companies Act, 1956 and having its registered office at Dockyard Road, Mumbai-400 010 (hereinafter referred to as "MDL") and \_\_\_\_\_ a company registered under the Companies Act, 1956 and having its registered office at \_\_\_\_\_ (hereinafter referred to as "\_\_\_\_\_"). MDL and \_\_\_\_\_ shall hereinafter be collectively referred to as "the Parties" and individually as "a Party".

**WHEREAS**

A\*. MDL has floated a tender and is required to provide certain information to (name of the bidder) to prepare his bid and/or AA \*\*. The Parties are considering to enter into a \_\_\_\_\_ for which each Party shall provide information ("Disclosing Party") to the other Party ("Receiving Party") which at present is confidential and not in the public domain.

B. The Parties intend that the aforesaid information be kept confidential as between the Parties. The Parties undertake and declare that they shall not divulge, publish or reproduce the same before any party or person except in accordance with the terms of this Agreement.

NOW THEREFORE the Parties agree as follows:

1. As used in this Agreement (hereinafter referred to as the "Agreement") the term "Confidential Information" shall mean any technical, confidential, proprietary or trade secret information or data disclosed by the Disclosing Party in connection with the \_\_\_\_\_ to the Receiving Party including without limitation any written or printed documents, specifications for the vessel, plans, general arrangement plans, production schedules, drawings, samples, models, information regarding business operations, financial information, marketing strategies, either in writing or orally or any means of disclosing such Confidential Information that the Disclosing Party may elect to use prior to the execution or during the validity of this Agreement. The Receiving Party agrees that all Confidential Information shall be treated as absolute confidential and the Receiving Party shall not disclose to any person such information otherwise than in terms of this Agreement. The Receiving Party will impose a similar duty of confidentiality on any person to whom the Receiving Party is permitted to transfer such information in accordance with the terms hereof. For the purposes of this Agreement, the term "Receiving Party" shall mean and include its officers, employees, directors, agents, contractors, representatives, affiliated companies, successors and assigns.

2. Nothing in this Agreement may be construed as compelling the Disclosing Party to disclose any Confidential Information to the Receiving Party or to enter into any contractual relationships with the Receiving Party.

3. Any information or data in whatever form disclosed by the Disclosing Party to the Receiving Party and which (i) is clearly identified as Confidential Information by an appropriate and conspicuous marking or (ii) has been identified as Confidential Information at the time of disclosure shall be subject to the relevant terms and conditions of this Agreement. The Disclosing Party's decision whether any information disclosed by it under this Agreement is confidential or not shall be final and binding on the Receiving Party.

4. The Receiving Party hereby covenants that the Confidential Information received from the Disclosing Party shall:

(a) Be safely kept by the Receiving Party; the Receiving Party shall protect the Confidential Information with the same degree of care as the Receiving Party uses with its own confidential information in order to prevent its disclosure, copy and / or its use (but in no event less than reasonable care) for purposes other than the Proposal.

(b) Be only disclosed to, and used by, those employees or directors who have a need to know.

(c) Not be disclosed to a third party except those with a need to know provided they receive such information subject to the same restrictions as are contained in this Agreement.

(d) Be used by the Receiving Party directly or indirectly, solely for the purpose of considering, evaluating and effecting the tender/bid/contract.

5. The Receiving Party shall promptly upon requests by the Disclosing Party at any time return all copies of the Confidential Information communicated to it hereunder together with all copies and extracts made thereof and shall not retain any copies of the same, in any form whatsoever.

6. The Receiving Party shall have no obligations or restrictions with respect to:

(a) Information publicly known through no wrongful act of the Receiving Party.

(b) Information rightfully disclosed by a third party without breach of this Agreement by the Receiving Party and which can be communicated without restriction.

(c) Information which was already known or which was independently developed by the Receiving Party (provided that the Receiving Party can demonstrate the same).

(d) Information, the disclosure of which the Disclosing Party authorizes in writing.

7. Nothing in this Agreement shall be construed as granting to the Receiving Party any patent, copyright or design license, or rights of use under similar intellectual property rights in respect of the Confidential Information.

8. The Receiving Party shall not without prior written consent of the Disclosing Party:

(a) Disclose to any person, directly or indirectly:

i) The fact that the Confidential Information has been made available to the Receiving Party by the

Disclosing Party or that the Receiving Party has inspected any portion of the Confidential Information; or

ii) The fact that any discussion or negotiation is taking place concerning the Proposal; or

iii) Any of the terms, conditions or other facts with respect to the Proposal, including the status thereof;

or

**TENDER NO 1200001590 Hiring of Services for AC Chopper Boxes & Diesel Monitoring System for MRLC INS Shishumar (Y-72177)**

(b) Make any private or public announcement or statement concerning or relating to the Proposal.

09. The Disclosing Party represents and warrants that save as otherwise notified in writing to the Receiving Party:

- a) Disclosure of information by it to the Receiving Party does not infringe the rights of any third party nor is it under any restriction with regard to the disclosure of any information, and that where applicable, it has obtained all licenses and consents necessary to enable the lawful disclosure of information by it to the Recipient; and
- b) It is not aware of any restriction on the use of such information by the Receiving Party, save as provided in this Agreement.
- c) To the effect that the foregoing representations and warranties shall be deemed to be given at the date of this Agreement and after that date upon and in respect of each disclosure. The Disclosing Party makes no warranty or representation whatsoever as to the accuracy, completeness, suitability or adequacy of any information or as to the results obtained from it and assumes no responsibility in respect of the use of the information by the Receiving Party.

10. The Receiving Party shall indemnify and hold harmless the Disclosing Party from and against any action, claim or proceeding and any loss, damage, costs, expenses or liabilities arising out of any such action, claim or proceeding, brought by any third party pursuant to any unauthorized disclosure or use of any information by the Receiving Party, or by any person for whom the Receiving Party is responsible under this Agreement, or pursuant to any breach of any undertaking, warranty or representation contained in this Agreement.

11. For the purposes of this Agreement 'Classified Information' shall mean information, documents and material of any kind which the respective Government i.e. Indian Government has given or caused to be given a security classification irrespective of whether the same is transmitted orally, electronically, in writing or by hand. Notwithstanding any other provision of this Agreement:

- a) Each Party hereto undertakes to follow security procedures prescribed for military purposes with respect to disclosure, receipt, production, use and handling of Classified Information.
- b) Any Classified Information, disclosed by one Party hereto shall be, whatever the method of disclosure be, identified by the Disclosing Party as Classified Information at the time of disclosure.
- c) The provisions of this Clause are to remain in full force and effect notwithstanding any termination by expiration or otherwise of this Agreement.

12. In the event the Receiving Party is required to disclose Confidential Information under any provision of law or upon an action, subpoena or order of a court of competent jurisdiction or of any requirement of legal process regulation or governmental order, decree, regulation or rule, the Receiving Party will immediately notify the Disclosing Party of its having received a request to so disclose (along with the terms and circumstances thereof), unless otherwise prohibited by law and consult with the Disclosing Party on action or steps to be taken in response to such request.

13. This Agreement represents the entirety of the agreement of the Parties relating to the disclosure of the Confidential Information and shall not be waived, amended or assigned by the Receiving Party except by prior written consent of the Disclosing Party. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

14. This Agreement shall be valid for a period of \_\_\_\_\_ (\_\_\_\_\_) years from the date of its execution between the parties. Notwithstanding the aforesaid, the obligations of Parties in connection with confidentiality under this Agreement shall survive in perpetuity.

15. The foregoing constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes and cancels any prior representation, understanding and commitment (whether oral and written) made between the Parties with respect to or in connection with any of the matter of things to which this Agreement applies.

16. This Agreement shall be governed by and shall be interpreted in accordance with the laws of India.

17. Any dispute arising in connection with or out of the validity, performance or the interpretation of this Agreement shall be finally settled by the competent jurisdiction in Mumbai.

18. The Receiving Party acknowledges that any breach of the terms and conditions of this Agreement may cause the Disclosing Party irreparable damage for which recovery of money damages would be inadequate. Therefore, the Receiving Party agrees that the Disclosing Party shall be entitled, in addition to any other remedies available to it, to seek injunctive relief and/or other equitable relief to prevent or restrain any breach by the Receiving Party or its employees/officials, or otherwise to protect its rights, under this Agreement.

19. Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile at the address as specified herein below:

To MDL

Address:

Phone No.:

Fax:

E-mail:

To \_\_\_\_\_

Address:

Phone No.:

Fax No. :

E-mail:

Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, 4 (four) days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number).

**TENDER NO 1200001590 Hiring of Services for AC Chopper Boxes & Diesel Monitoring System for MRLC INS Shishumar (Y-72177)**

IN WITNESS WHEREOF, this Agreement is executed by authorized representatives of both the Parties into (2) originals.

Signed by the within named Signed by the within named MDL \_\_\_\_\_

\_\_\_\_\_

In the presence of In the presence of

**VENDOR DECLARATION & CONFIRMATORY MATRIX**

**TENDER NO: EY/CD/MRLC/SJ/1200001590 TENDER NO 1200001590 Hiring of Services for AC Chopper Boxes & Diesel Monitoring System for MRLC INS Shishumar (Y-72177)**

We have very well understood the scope of work given in the tender and confirm herewith that our quoted price/rates are in line with the above scope of work.

We also discussed and understood the scope of work with Planning dept- East yard.

**Confirmatory Matrix**

Sr.No.	Confirmation Statement	Yes/No
1	Bidder confirms that they have quoted as per requirement considering the all required tools for subject tender activities	
2	Bidders confirm that they will collect the relevant drawings from MDL after submission of Non Disclosure Agreement, if required	
3	Bidder hereby confirms that the facility / infrastructure including machinery, manpower, Instrument required to carry out above work is available with us.	
4	Bidder shall confirms that they will abide all statutory labour laws including minimum wage act.	

**COMPANY'S NAME & ADDRESS:**

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

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

**PROFORMA BANK GUARANTEE FOR SECURITY DEPOSIT**

(ILLUSTRATIVE FORMAT)

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

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

7. Notwithstanding anything contained herein above:

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

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

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

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

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

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

**PROFORMA BANK GUARANTEE FOR PERFORMANCE**

(ILLUSTRATIVE FORMAT)

(On Non-Judicial stamp paper of value Rs. 100/-)

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

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

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

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

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

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

7. Notwithstanding anything contained herein above:



- i) Our liability under this guarantee shall not exceed Rs.....
- ii) This Bank Guarantee shall be valid upto and including .....; and
- iii) We are liable to pay the guarantee amount or any part thereof under this Bank

Guarantee only and only if you serve upon us a written claim or demand on or before  
..... (Validity + ---weeks from the date of expiry of this guarantee).

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

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

For ..... Bank  
(By its constituted attorney)

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

**NOTE:**

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

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**EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923**

**SECTION 2(B): “PROHIBITED PLACE”**

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

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

**SECTION 3: “PENALTIES FOR SPYING”**

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

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

**SECTION 4: “COMMUNICATION WITH FOREIGN AGENTS”**

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

**SECTION 5: “WRONGFUL COMMUNICATION OF INFORMATION”**

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

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

Shall be guilty of an offence under this Act.

**SECTION 6: “UNAUTHORISED USE OF UNIFORMS”**

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

**SECTION 7: “INTERFERING WITH OFFICERS OF POLICE”**

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

**SECTION 8: “DUTY OF GIVING INFORMATION”**

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

**SECTION 9: “INCITEMENT”**

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

**SECTION 10: “PENALTY FOR HARBOURING SPIES”**

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

**SECTION 11: “SEARCH WARRANTS”**

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

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

<b>Item No.</b>	<b>List of Document and certificate</b>

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**Enclosure-15**

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

<b>CHECK LIST FOR BIDDER'S/VENDOR'S</b>				
<b>TENDER NO. 1200001590</b>		<b>DTD.</b>	<b>CLOSING DATE.</b>	
<b>Scope of Service: Hiring of Services for AC Chopper Boxes &amp; Diesel Monitoring System</b>				
<b>Sr. No.</b>	<b>Description</b>	<b>Tender Requirement</b>	<b>Vendor</b>	
			<b>Strike off whichever is not applicable</b>	<b>Remark (if any)</b>
1	<b>Offer Ref. No.</b>	Vendor has to mention their offer no.		
2	<b>Technical Acceptance</b>	Vendor has to mention about total technical acceptance of Tender. (as per Encl. 1)	Accepted / not accepted	
3	<b>Registered</b>	Whether vendor is Temporarily or Permanently registered with MDL or not registered at all.		
4	<b>Registration Document &amp; Purchase Order copy as per TEF 3.1 &amp; 3.2.</b>	Whether vendor submitted copy of Registration duly attested (If he is Temp. or Permanent Registered) along with Document required as per Tender Enquiry Format (TEF-3)	Submitted /not submitted	
5	<b>Payment Terms</b>	Vendor has to mention whether payment terms are acceptable or not acceptable as per tender enquiry clause no. 10. If any deviation is there, same has to be mentioned.		
6	<b>Blank Price bid format</b>	Whether vendor/contractor submitted Blank Price-Bid Format (stating only quoted/not quoted) in Part I – Bid (Technical bid).	Submitted /not submitted	
7	<b>Offer Validity</b>	Vendor has to mention validity of their offer (in terms of days) from the closing date of TENDER.		
8	<b>Delivery Period / Completion Schedule</b>	Vendor has to mention delivery / completion period for Scope of supply (in terms of day).		
9	<b>TEF Acceptance</b>	Whether Vendor accepted/ not accepted /accepted but deviation seeks for TEF Clause no. ----.	Acceptable / Not acceptable /Deviation sought for TEF Clause no.---	
10	<b>STAC Acceptance</b>	Whether Vendor accepted/ not accepted STAC.	Accepted/Not Accepted	
11	<b>GT&amp;C Acceptance</b>	Whether Vendor accepted/ not accepted GT & C.	Accepted/Not Accepted	
12	<b>Deviation</b>	Whether vendor submitted/Not submitted Deviation form .If any deviation seeks, same has to be mention in Remark.		
13	<b>Taxes &amp; Duties</b>	Vendor has to mention applicable taxes & duties in terms of % in Part I – Bid (technical part). If not, write nil.	Y/N	
14	<b>Guaranty/Warranty</b>	Bidders to confirm guaranty/warranty of the offered items.	Y/N	
15	<b>Delivery terms</b>	As per Calibration schedule or if any deviation is there, same has to be mentioned.	Y/N	

**FORM OF WARRANTY CERTIFICATE**

In accordance with the Order N°..... Dated ..... placed by MAZAGON DOCK  
SHIPBUILDERS LIMITED on \_\_\_\_\_ (Name of firm)

\_\_\_\_\_ (Name of firm) certify that the following Items identified by the following references  
related to Submarine No:

Description of Item(s).....  
Manufacturer's Serial Number (OR any other such ID No) of the Equipment / Item.....  
Bill of Lading no & Date.....  
Covered by \_\_\_\_\_ (Name of firm) Invoice No & Date..... are warranted according to the  
terms and conditions as specified in the order.

**The Date of issue of the certificate: DD/MM/YYYY**

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

For and on behalf of

.....

<b>Order reference Number</b>	
<b>Description of Material</b>	
<b>Corresponding to Invoice No &amp; Date</b>	

FORM OF CERTIFICATE OF CONFORMITY

In accordance with the Order N<sup>o</sup>..... Dated ..... placed by MAZAGON DOCK SHIPBUILDERS LIMITED on (Bidder's Name) and corresponding to (Bidder's Name) invoice no ..... dated.....

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

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

2. We further certify that:-

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

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

For And On Behalf Of

Supplier's / Manufacturer's Name

In Charge Of Quality

Seal Signature & Date

**PROFORMA BANK GUARANTEE FOR FREE ISSUE MATERIAL**

(ILLUSTRATIVE FORMAT)

(On Non-Judicial stamp paper of value Rs. 100/-)

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Company" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers ..... a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at .....(hereinafter called " the Contractor/ Supplier" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order no.....dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") which, inter alia, provides for the issuance of materials such as MS/AL Sheets, Steel, Component etc free of cost to the Contractor/ Supplier for Galvanising, heat treatment, Fabrication, Fitment etc. on returnable basis subject to furnishing a Bank Guarantee equivalent to the value of materials supplied by the Contractor / Supplier to the Company, We, ..... Bank having office at ..... (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) hereby agree to pay to the Company without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) against any loss or damage, costs, charges and expenses caused to or suffered by the Company by reason of non performance and non-fulfillment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.

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

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

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

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

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

7. Notwithstanding anything contained herein above:

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

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

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

8. This Guarantee shall be governed by Indian laws and the Courts at Mumbai, India shall have the exclusive jurisdiction. IN WITNESS WHEREOF the Bank has executed this document on this..... day of ..... For.....Bank (by its constituted attorney)

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

**NOTE:-**

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

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Sr no	Name of the Firm	Tender requirement	To be filled by Firm			Remarks	
1	Offer Ref. No. & dated						
2	Earnest Money Deposit (EMD) / BID BOND :	Applicable/Not Applicable					
	2.1 EMD Submitted	Applicable/Not Applicable					
	2.2 EMD Exemption	Yes/No					
3	Bidder completely understands the scope of work	Yes/No					
4	Bidders registered with Mazagon Dock Shipbuilders Limited should furnish copy of valid Registration Certificate.	Yes/No					
5	<b>Qualification Criteria</b>						
	5.1	Company profile.	Yes/No				
	5.2	Shop & Establishment registration	Yes/No	Submitted Shop Establishment			
	5.3	Turnover from Audited/ certified balance sheet for 3 years	Applicable	2015-16	2016-17	2017-18	
				Rs Lakhs	Rs Lakhs	Rs Lakhs	
	5.4	Avg.turnover * (in Rs Lakhs)	Applicable/Not Applicable	-			
	5.5	<del>Three similar completed works each of not less than Rs. 60 Lakhs</del>	Applicable/Not Applicable				
	5.6	<del>Two similar completed works each of not less than Rs. 75 Lakhs.</del>	Applicable/Not Applicable				
	5.7	<del>One similar completed works of not less than Rs. 120 Lakhs</del>	Applicable/Not Applicable				
	5.8	List of Equipment as per Scope of work with its Model	Submitted/ Not Submitted				
5.9	Manpower (Skilled)	Submitted/ Not Submitted					
5.10	Supervisor	Submitted/ Not Submitted					
6	Validity Period: Bids / Offers shall have a validity period of 150 Days	120 Days from Closing Date					
7	<b>Submission of offer in Two - Bid System:</b>						
	7.1	Tender Enquiry Form Acceptance	Accepted/ Not Accepted				
	7.2	STACS Acceptance	Accepted/ Not Accepted				
	7.3	Blank Price Bid format	Accepted/ Not Accepted				
	7.4	Deviation Sheet	Submitted/ Not Submitted				
	7.5	Confirmatory matrix	Submitted/ Not Submitted				
	7.6	Bank details for payment by RTGS / NEFT	Yes/No				
	7.7	GT & C Acceptance	Accepted/ Not Accepted				
8	Delivery Period	Delivery date as per tender					
9	Pricing	Fixed price					
10	Payment Terms	15-20 Days					
11	<b>Terms related to Taxes: GST Compliance:</b>						
	11.1	GST NO	Yes/No				
11.2	GST Compliance (18%)	Yes/No					
12	Liquidated Damages	As per tender					
13	13.1	Guarantee	Accepted/ Not Accepted				
	13.2	Warrantee	Accepted/ Not Accepted				
14	Security Deposit	5% of Order Value					
15	Termination & Risk Purchase	Accepted/ Not Accepted					
16	Integrity Pact	Not Applicable					
17	Integrity Pact Bank Guarantee	Not Applicable					
18	Performance Bank Guarantee	Accepted/ Not Accepted					
19	Free Issue material BG	Accepted/ Not Accepted					
20	Workshop availability	Yes/No					
21	Remark if any						

**Please note that Firm has to be filled the blanks and exact reference with page no to be indicated in remarks against each Sr No**

**INTEGRITY PACT**

**Mazagon Dock Limited (MDL)** hereinafter referred to as "**The Principal/Buyer**"  
And  
.....hereinafter referred to as "**The Bidder/ Contractor**"

Preamble

The Principal/Buyer intends to award, under laid down organizational procedures, contract/s for .....The Principal/Buyer values full compliance with all relevant laws of the Land and, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and /or Contractor(s).

In order to achieve these goals, the Principal/Buyer will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 - Commitments of the Principal/Buyer:**

(1) The Principal/Buyer commits itself to take all measures necessary to prevent corruption and to observe the following principles:

a) No employee of the Principal/Buyer, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b) The Principal/Buyer will during the tender process treat all Bidder(s) with equity and reason. The Principal/Buyer will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c) The Principal/Buyer will exclude from the process all known prejudiced persons.

d) The Principal/Buyer undertakes to scrupulously follow the Purchase Manual containing Standard Terms & Conditions (STAC) and General Terms & Conditions (GT&C) in respect of procurement contracts for goods, services and civil works.

(2) If the Principal/Buyer obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti Corruption Laws of India, or it there be a substantive suspicion in this regard, the Principal/Buyer will inform the Chief Vigilance Officer, MDL and in addition can initiate disciplinary actions.

**Section 2 - Commitments of the Bidder(s)/Contractor(s):**

(1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a) The Bidder(s)/Contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal/Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or any kind whatsoever during the tender process or during the execution of the contract

b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal.

This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti Corruption Laws of India; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to other, any information or document provided by the Principal/Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All payments made to the Indian Agent/representative have to be in Indian Rupees only. Further details as mentioned in the "Guidelines of Indian Agents of Foreign suppliers" shall be disclosed by the Bidders(s)/Contractor(s). Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure-21A.

e) The Bidder(s)/Contractor(s) will when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

- f) The Bidder (s)/Contractor(s), their agents, representatives shall not do such things so as to interfere with the procedures laid down in the Principal/Buyer's Purchase Manual containing the Standard Terms and Conditions (STAC) and General Terms and Conditions (GT&C) in respect of procurement contracts for goods, services and civil works.
- g) The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlines above or be an accessory to such offences.

### **Section 3 - Disqualification from tender process and exclusion from future contracts:**

If the Bidder(s)/Contractor(s) before contract award or during execution of contract has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility as Bidder(s) in question, the Principal/Buyer is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed for such reason, as per the procedure mentioned in the "Guidelines on Banning of business dealings" Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annexure-21B.

1) If the Bidder(s)/Contractor(s) has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal/Buyer is entitled also to exclude the Bidder(s)/Contractor(s) from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder(s) and the amount of the damage. The exclusion will be imposed for a minimum of six months and maximum of five years, which may be further extended at the discretion of the Principal/Buyer.

2) A transgression is considered to have occurred, if the Principal/Buyer after due consideration of the available evidence, concludes that no reasonable doubt is possible.

3) The Bidder (s) accepts and undertakes to respect and uphold the Principal/Buyer's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining legal advice.

4) If the Bidder(s)/Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Buyer may revoke the exclusion prematurely.

### **Section 4 – Sanctions for Violation :**

(1) Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other Act enacted for the prevention of corruption shall entitle the Principal/Buyer to take all or any one of the following actions, wherever required –

- a) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder (s) would continue.
- b) The Earnest Money Deposit/Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the Principal/Buyer, and the Principal/Buyer shall not be required to assign any reason there for.
- c) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- d) To recover all sums already paid by the Principal/Buyer, in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Base Rate of SBI, and in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from the Buyer in connection with any other contract for any other Defence stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- e) To encash the advance Bank Guarantee and Performance Bond/Warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Principal/Buyer, along with interest.
- f) To cancel all or any other contracts with the Bidder.
- g) To debar the Bidder from entering into any bid from Principal/Buyer for a minimum period of five years, which may be further extended at the discretion of the Principal/Buyer.
- h) To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
- i) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder.

The term 'close relative' for this purpose would mean spouse whether residing with the Principal/Buyer's employee/employees or not, but not include a spouse separated from the Principal/Buyer's

employee/employees by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Principal/Buyer's employee/employees, but does not include a child or step child who is no longer in any way dependent upon the Principal/Buyer's employee/employees or of whose custody the Principal/Buyer's employee/employees has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Principal/Buyer's employee/employees or to the Principal/Buyer's employee/employees wife or husband and wholly dependant upon Principal/Buyer's employee/employees.

j) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal/Buyer, and if he does so, the Principal/Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Principal/Buyer resulting from such rescission and the Principal/Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

k) In cases where Irrevocable Letters of Credit have been received in respect of any contract signed by the Principal/Buyer with the Bidder, the same shall not be opened.

(2) The decision of the Principal/Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the same Bidder can approach the Monitor(s) appointed for the purposes of this Pact.

**Section 5 - Integrity Pact Bank Guarantee (IPBG):**

(1) Every Bidder, while submitting commercial bid, shall submit an Integrity Pact Bank Guarantee for an amount of \* \_\_\_\_\_ in favour of the Principal/Buyer in Indian Rupees/Foreign Currency.

a) Guarantee will be from an Indian Nationalized Bank/Scheduled Bank in case of Indigenous Bidders. For Foreign Bidders, Bank Guarantee shall be from a Bank of International repute as updated by SBI from time to time, promising payment of the guaranteed sum to Mazagon Dock Limited (MDL/Principal/Buyer), on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the Principal/ Buyer shall be treated as conclusive proof for payment. A Model Bank Guarantee format is enclosed.

(2) The Integrity Pact Bank Guarantee (IPBG) shall be valid upto and including 45 days after the validity of commercial offer. However, bidders will be required to extend the Integrity Pact Bank Guarantee, as and when required by the Principal/Buyer. In the case of the successful bidder, validity of the Integrity Pact Bank Guarantee will be extended upto the satisfactory completion of the contract, Integrity Pact Bank Guarantee shall be returned promptly in case of unsuccessful bidders.

(3) In the case of successful bidder a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the Principal/Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

(4) The provisions regarding Sanctions for violation of Integrity Pact include forfeiture of Performance Bond in case of a decision by the Principal/Buyer to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.

(5) No interest shall be payable by the Principal/Buyer to the Bidder(s) on Earnest Money/Security Deposit for the period of its currency.

**Section 6 - Previous Transgression:**

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti corruption approach or with any other public section enterprise in India that could justify his exclusion from the tender process.

(2) If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or further action can be taken.

**Section 7 - Equal treatment of all Bidders/Contractor(s)/Subcontractors:**

(1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this integrity Pact, and to submit it to the Principal before contract signing.

2) The Principal/Buyer will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.

(3) The Principal/Buyer will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

**Section 8 - Criminal charges against violation Bidder(s)/Contractor(s)/ Subcontractor(s):**

(1) If the Principal/Buyer obtains knowledge of conduct of a Bidder, Contractor or subcontractor, or of an

employee or a representative or an associate of a Bidder, Contractor of subcontractor which constitutes corruption or if the Principal has substantive suspicion in this regard, the Principal/Buyer will inform the same to the Chief Vigilance Officer, MDL.

**Section 9 - Independent External Monitor/Monitors:**

(1) The Principal/Buyer appoints competent and credible independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman & Managing Director of the Principal/Buyer.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal/Buyer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

(4) The Principal/Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations, between the Principal/Buyer and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal/Buyer and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Monitor shall give an opportunity to the Bidder(s)/Contractor(s) to present its case before making its recommendation to the Principal/Buyer.

(6) The Monitor will submit a written report to the Chairman & Managing Director of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the Principal/Buyer and, should the occasion arise, submit proposals for correcting problematic situations.

(7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the Board of Principal/Buyer.

(8) If the Monitor has reported to the Chairman & Managing Director of the Principal, a substantiated suspicion of an offence under relevant Anti Corruption Laws of India and the Chairman & Managing Director of the Principal/Buyer has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(9) The word 'Monitor' would include both singular and plural.

**Section 10 - Pact Duration:**

This pact begins when both parties have legally signed it. It expires for the Contractor **12 months** after the last payment under the contract and for all other Bidders **06 months** after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged / determined by Chairman & Managing Director of the Principal/Buyer.

**Section 11 - Other provisions:**

(1) This agreement is subject to Indian Law, place of performance and jurisdiction is the Registered Office of the Principal/Buyer, i.e. Mumbai. The Arbitration clauses provided in the main tender document/ contract shall not be applicable for any issue/dispute arising under this Integrity pact.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

**Section 12 – Fall Clause: #**

“The Bidder undertakes that it has not supplied/is not supplying similar products/ systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the Bidder to any

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other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance of elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Principal/Buyer, if the contract has already been concluded.”

\_\_\_\_\_  
For & on behalf of  
MAZAGON DOCK LIMITED  
(Office Seal)  
Place \_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_  
For & on behalf of Bidder/Contractor  
(Office Seal)

Witness 1:  
(Name & Address)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness 2:  
(Name & Address)  
\_\_\_\_\_  
\_\_\_\_\_  
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