



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: L35100MH1934GOI002079  
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	6000001691	विभाग/Department	OTS(OUTSOURCING DEPT.)
क्रय अधिकारी/Purchase Exec.	P.P.Vaidya	क्रय अधिकारी/Purchase Exec.	P.P.Vaidya
सेवा में /To		दूरभाष सं./Telephone No	23763084
		फैक्स सं./Fax No	23743198
		ई-मेल/E-Mail	ppvaidya@mazdock.com
दूरभाष सं./Telephone		निविदा सं./Tender No	6000001691
फैक्स सं./Fax		निविदा तिथि/ Tender Date	01.10.2025
ई-मेल/E-Mail		निविदा बंद की तिथि/Tender Closing Date	10.10.2025
		निविदा बंद होने का समय/Tender Closing Time	12:00:00
		आरएफक्यू सं./RFQ No	2110001888

निविदा शुल्क/Tender Fee	रु/Rs	0.00
बयाना राशि/EMD Amount	रु/Rs	0.00
पूर्व बिड बैठक तिथि और समय/Pre Bid Meeting Date & Time		,00:00:00
निविदा खोलने की तिथि और समय/Tender Opening Date & Time		10.10.2025,15:30:00
प्रस्ताव वैधता तिथि है/Offer should be valid up to		30.11.2025
सुरक्षा जमा/Security Deposit		0.00 %आदेश मूल्य का/PO value
वरीय बैंक जमानत /Perf. Bank Guarantee		0.00 %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's Name, Tender Number, closing date & time and RFQ Number in your Quotation & related correspondence )

प्रिय महोदय/महोदया  
Dear Sir / Madam ,

विषय /SUB:- HIRING OF DRY DOCK AND ASSOCIATED SERVICES FOR Y12651/INS NILGIRI OF P17A FROM M/S. HINDUSTAN SHIPYARD LTD

माझगांव डॉक शिपबिल्डर्स लिमिटेड (एमडीएल) प्रतिष्ठित आपूर्तिकर्ताओं से निम्न हेतु, प्रतियोगितात्मक एकल बोली प्रणाली में बोली आमंत्रित करती है।

Mazagon Dock Shipbuilders Limited (MDL) invites Competitive - Bid from reputed suppliers for the following in **SINGLE BID** system.

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
00100	Hiring of Dry Dock	1 Activity unit	31.12.2025
The Line item 00100 covers the following services			
000000001	सेवा सं./Service Number :-	30 DAYS	
0			

निविदा सं./ Tender No:- 6000001691		निविदा तिथि/ Tender Date:- 01.10.2025		आरएफक्यू सं./RFQ No:- 2110001888	
क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit		आपूर्ति तिथि Delivery Date	
संक्षिप्त वर्णन/Short Description :- Dry Dock (Including preparatory & block सेवा विवरण/Service Details :- Dry Dock (Including preparatory & block setting period) (Payments will be as per actual usage)					
00200	Dry Dock Preparation	1 Activity unit		31.12.2025	
The Line item 00200 covers the following services					
000000001 0	सेवा सं./Service Number :-	1 Activity unit			
संक्षिप्त वर्णन/Short Description :- Supply & Laying of suitable Dock Blocks सेवा विवरण/Service Details :- Supply & Laying of suitable Dock Blocks - both center line and side blocks, wood packing (soft & hardwood) for Dock Block, Supply & Positioning of Wooden Bottom Shoring as per drawings. Dock cleaning immediately after docking of ship and as & when required during Dry Docking of Ship. (Payments will be as per actual usage)					
00300	Yard Services at Dry Dock	1 Activity unit		31.12.2025	
The Line item 00300 covers the following services					
000000001 0	सेवा सं./Service Number :-	1 Activity unit			
संक्षिप्त वर्णन/Short Description :- Docking / undocking of Ships inside HSL सेवा विवरण/Service Details :- Docking / undocking of Ships inside HSL DD and ensure to & fro safe movement of ships in and around HSL. (Payments will be as per actual usage)					
000000002 0	सेवा सं./Service Number :-	1 Activity unit			
संक्षिप्त वर्णन/Short Description :- Providing tug along with pilotage includ सेवा विवरण/Service Details :- Providing tug along with pilotage including port dues, custom charges & Berthing etc. for to & fro safe movement of ships in and around HSL during docking / undocking of ships. (Payments will be as per actual usage)					
000000003 0	सेवा सं./Service Number :-	1 Activity unit			
संक्षिप्त वर्णन/Short Description :- Mooring Unmooring and line handling (inc सेवा विवरण/Service Details :- Mooring Unmooring and line handling (including requirement of tug and pilotage, if any). (Payments will be as per actual usage)					
000000004	सेवा सं./Service Number :-	30 DAYS			

निविदा सं./ Tender No:- 6000001691		निविदा तिथि/ Tender Date:- 01.10.2025		आरएफक्यू सं./RFQ No:- 2110001888	
क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date		
0	संक्षिप्त वर्णन/Short Description :- Supply of Pressurized Fire line per day सेवा विवरण/Service Details :- Supply of Pressurized Fire line per day with all necessary hoses & fittings. (Payments will be as per actual usage)				
000000005	सेवा सं./Service Number :-	100 US ton			
0	संक्षिप्त वर्णन/Short Description :- Supply of Sea Water to ballast tanks (wi सेवा विवरण/Service Details :- Supply of Sea Water to ballast tanks (with all necessary hoses & fittings) (Payments will be as per actual usage)				
000000006	सेवा सं./Service Number :-	75,000 Kilowatt hours			
0	संक्षिप्त वर्णन/Short Description :- Power supply (50hz, 3phase 110V, 230V & सेवा विवरण/Service Details :- Power supply (50hz, 3phase 110V, 230V & 415V respectively) (Billing / payments will be as per actual consumption of power).				
000000007	सेवा सं./Service Number :-	30 DAYS			
0	संक्षिप्त वर्णन/Short Description :- Supply of Compressed Air. (Payments will सेवा विवरण/Service Details :- Supply of Compressed Air. (Payments will be as per actual usage)				
000000008	सेवा सं./Service Number :-	300 US ton			
0	संक्षिप्त वर्णन/Short Description :- Supply of Fresh Water (with all necessar सेवा विवरण/Service Details :- Supply of Fresh Water (with all necessary hoses & fittings) (Payments will be as per actual usage)				
000000009	सेवा सं./Service Number :-	2 Number			
0	संक्षिप्त वर्णन/Short Description :- Provision of Gangways during the Dry Doc सेवा विवरण/Service Details :- Provision of Gangways during the Dry Docking of Ships at HSL. (Payments will be as per actual usage)				
000000010	सेवा सं./Service Number :-	360 Hour			
0	संक्षिप्त वर्णन/Short Description :- Yard Crane (with operator) – up to 20T c सेवा विवरण/Service Details :- Yard Crane (with operator) – up to 20T capacity with working radius 20 mtr. min. (Payments will be as per actual usage)				

निविदा सं./ Tender No:- 6000001691		निविदा तिथि/ Tender Date:- 01.10.2025	आरएफक्यू सं./RFQ No:- 2110001888
क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
000000011 0	सेवा सं./Service Number :-  संक्षिप्त वर्णन/Short Description :- Yard Crane (with operator) – above 20T t सेवा विवरण/Service Details :- Yard Crane (with operator) – above 20T to 60T capacity with working radius 20 mtr. min. (Payments will be as per actual usage)	96 Hour	
000000012 0	सेवा सं./Service Number :-  संक्षिप्त वर्णन/Short Description :- Yard Crane (with operator) – above 150T सेवा विवरण/Service Details :- Yard Crane (with operator) – above 150T capacity with working radius 20 mtr. min. (Payments will be as per actual usage)	40 Hour	
000000013 0	सेवा सं./Service Number :-  संक्षिप्त वर्णन/Short Description :- Yard Crane (with operator) – above 250T सेवा विवरण/Service Details :- Yard Crane (with operator) – above 250T capacity with working radius 20 mtr. min. (Payments will be as per actual usage)	40 Hour	
000000014 0	सेवा सं./Service Number :-  संक्षिप्त वर्णन/Short Description :- Yard Fork lift with operator (5 Ton) in सेवा विवरण/Service Details :- Yard Fork lift with operator (5 Ton) in Dry dock - Qty – 03 No. (Payments will be as per actual usage)	248 Hour	
000000015 0	सेवा सं./Service Number :-  संक्षिप्त वर्णन/Short Description :- Scissor lift with working height 15 mtrs सेवा विवरण/Service Details :- Scissor lift with working height 15 mtrs. (Payments will be as per actual usage)	96 Hour	
000000016 0	सेवा सं./Service Number :-  संक्षिप्त वर्णन/Short Description :- Cherry Picker with operator (working hei सेवा विवरण/Service Details :- Cherry Picker with operator (working height 150 Ft, horizontal outreach 70ft, minimum platform capacity 200 Kg) – 2 nos. (Payments will be as per actual usage)	496 Hour	
000000017 0	सेवा सं./Service Number :-  संक्षिप्त वर्णन/Short Description :- Hydra with operator	240 Hour	

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क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date		
	(12Ton capacity) (Pa सेवा विवरण/Service Details :- Hydra with operator (12Ton capacity) (Payments will be as per actual usage)				
000000018 0	सेवा सं./Service Number :-  संक्षिप्त वर्णन/Short Description :- One Chiller Plant (200 TR) with end conn सेवा विवरण/Service Details :- One Chiller Plant (200 TR) with end connections & flexible pipes. IDLE CHARGES – per day basis. (Payments will be as per actual usage).	30 DAYS			
000000019 0	सेवा सं./Service Number :-  संक्षिप्त वर्णन/Short Description :- One Chiller Plant (200 TR) with end conn सेवा विवरण/Service Details :- One Chiller Plant (200 TR) with end connections & flexible pipes. RUNNING CHARGES – per hour basis. (Payments will be as per actual usage).	720 Hour			
000000020 0	सेवा सं./Service Number :-  संक्षिप्त वर्णन/Short Description :- One Diesel Alternator 900KW capacity,440 सेवा विवरण/Service Details :- One Diesel Alternator 900KW capacity,440V, 50 HZ with Cable 100 mts length (3 ½ core, 400 Sq mm, 2 runs capable of carrying 1000 Amps). IDLE CHARGES – per day basis. (Payments will be as per actual usage)	30 DAYS			
000000021 0	सेवा सं./Service Number :-  संक्षिप्त वर्णन/Short Description :- One Diesel Alternator 900KW capacity,440 सेवा विवरण/Service Details :- One Diesel Alternator 900KW capacity,440V, 50 HZ with Cable 100 mts length (3 ½ core, 400 Sq mm, 2 runs capable of carrying 1000 Amps). RUNNING CHARGES – per hour basis. (Payments will be as per actual usage)	720 Hour			
000000022 0	सेवा सं./Service Number :-  संक्षिप्त वर्णन/Short Description :- Provision of Scaffolding along with mate सेवा विवरण/Service Details :- Provision of Scaffolding along with material and installation as per MDL requirement. (Payments will be as per actual usage)	1,500 Square meter			
000000023	सेवा सं./Service Number :-	300 Number			

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क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date		
0	संक्षिप्त वर्णन/Short Description :- Welding machines along with baking facil सेवा विवरण/Service Details :- Welding machines along with baking facility for welding electrode. (No of welding M/c 10 x No of days 30). (Payments will be as per actual usage).				
000000024 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Gas Cutting Torches सेवा विवरण/Service Details :- Gas Cutting Torches (No of Gas Cutting Torches 10 x No of days 30). (Payments will be as per actual usage).	300 Number			
000000025 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- TIG Machine (One set up). (Payments will सेवा विवरण/Service Details :- TIG Machine (One set up). (Payments will be as per actual usage).	30 DAYS			
000000026 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Cylinders filled with Acetylene. (Paymen सेवा विवरण/Service Details :- Cylinders filled with Acetylene. (Payments will be as per actual usage).	60 Number			
000000027 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Cylinders filled with Oxygen. (Payments सेवा विवरण/Service Details :- Cylinders filled with Oxygen. (Payments will be as per actual usage).	120 Number			
000000028 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Cylinders filled with Argon. (Payments w सेवा विवरण/Service Details :- Cylinders filled with Argon. (Payments will be as per actual usage).	30 Number			
000000029 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Provision of Containers suitable for Off सेवा विवरण/Service Details :- Provision of Containers suitable for Office Work for onsite MDL Executives nearby DD – 02 nos. (Payments will be as per actual usage)	30 DAYS			

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क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date		
000000030 0	सेवा सं./Service Number :-  संक्षिप्त वर्णन/Short Description :- Provision of Containers suitable for Mat सेवा विवरण/Service Details :- Provision of Containers suitable for Material Storage nearby DD – 02 no. (Payments will be as per actual usage)	30 DAYS			
000000031 0	सेवा सं./Service Number :-  संक्षिप्त वर्णन/Short Description :- Dedicated Toilets & Urinals arrangement सेवा विवरण/Service Details :- Dedicated Toilets & Urinals arrangement nearby DD (in hygiene condition with cleaning on daily basis) (Payments will be as per actual usage)	30 DAYS			
000000032 0	सेवा सं./Service Number :-  संक्षिप्त वर्णन/Short Description :- Removal of Galley Refuse (up to 100 kg p सेवा विवरण/Service Details :- Removal of Galley Refuse (up to 100 kg per time). (Payments will be as per actual usage)	30 DAYS			
000000033 0	सेवा सं./Service Number :-  संक्षिप्त वर्णन/Short Description :- Removal of other garbage (Including Copp सेवा विवरण/Service Details :- Removal of other garbage (Including Copper Slag). (Payments will be as per actual usage)	10 US ton			
000000034 0	सेवा सं./Service Number :-  संक्षिप्त वर्णन/Short Description :- Fire/Security watch per day (To provide सेवा विवरण/Service Details :- Fire/Security watch per day (To provide 24 Hrs fire security watch by deploying minimum 4 firemen). (Payments will be as per actual usage)	30 DAYS			
000000035 0	सेवा सं./Service Number :-  संक्षिप्त वर्णन/Short Description :- Replacement of various types of anodes सेवा विवरण/Service Details :- Replacement of various types of anodes (Type: MK I, MK II, MK III, MK V, MK VI & MK VII) for Sea Tubes, Sea Chest, Bilge Keel, Rudder, Stabilizer Fins, Bilges, Ballast Tanks etc. (Anodes will be supplied by MDL). (Payments will be as per actual usage)	220 Number			
000000036	सेवा सं./Service Number :-	25 Number			

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क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
0	संक्षिप्त वर्णन/Short Description :- Removal, cleaning, painting and installa सेवा विवरण/Service Details :- Removal, cleaning, painting and installation of grating for Sea Chest and Sea Tubes. (Payments will be as per actual usage)		
000000037 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Tank cleaning by mechanical means and oi सेवा विवरण/Service Details :- Tank cleaning by mechanical means and oiling of tanks (Total no of tanks = 25): Removal of left out fuel / sludge from the tanks followed by inspection / application of OM 750 in FO, LO, Drain and Sludge Tanks of P17A Ships. (Oil will be supplied by MDL). (Payments will be as per actual usage)	6,400 Square meter	
000000038 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Cleaning and polishing of Propeller Hub सेवा विवरण/Service Details :- Cleaning and polishing of Propeller Hub & Blades. (Payments will be as per actual usage)	2 Number	
000000039 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Cleaning and flushing of Chilled Water S सेवा विवरण/Service Details :- Cleaning and flushing of Chilled Water System (CWS) using Acid cleaning agent: Cleaning and flushing Consisting of approx. 900 meter of chilled water pipe of size ranging from 25NB to 150 NB in situ (without removing the pipes), 34 HES, 30 ATUs, 11 FCUs, 06 AC Plant Condenser. (Payments will be as per actual usage)	1 Activity unit	
000000040 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Cleaning and flushing of Sea Water Syste सेवा विवरण/Service Details :- Cleaning and flushing of Sea Water System Engine Coolers using Acid cleaning agent. (Payments will be as per actual usage)	20 Number	
000000041 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Services for supply of de-humidified coo सेवा विवरण/Service Details :- Services for supply of de-humidified cool air through portable /	600 Number	



क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
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flexible ducts on board ships (using mobile air cooling unit with air cooled plant). Flexible Duct size 150-200 mm with flow rate 450-500 m3 per hour with 45-60 % humidity. The length of each hose / duct - 18-21 meter. (No of flexible ducts 20 x No of days 30).  
(Payments will be as per actual usage)

000000042	सेवा सं./Service Number :-	300	Number
0	संक्षिप्त वर्णन/Short Description :- Services for supply fume extractors thro		
	सेवा विवरण/Service Details :- Services for supply fume extractors through portable / flexible ducts on board ships. The suction at the entry side of the fume extractors shall be min 4000 Cubic Meter per Hour (CMH). The length of each duct - 12 meter. (No of fume extractors 10 x No of days 30). (Payments will be as per actual usage)		

नियम और शर्तें : भाग ए मे लिखी हुई और इतर संलग्नपत्रे इस निविदा एक अभिन्न अंग हैं |हमें आशा हैं 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



## MAZAGON DOCK SHIPBUILDERS LIMITED

(Formerly known as Mazagon Dock Ltd)

**CIN: U35100MH1934GOI002079**

(A Government of India Undertaking)

Dockyard Road, Mazagaon, Mumbai 400 010. INDIA

Certified – ISO 9001:2008 for Shipbuilding Division

### **DIVISION: SHIP BUILDING**

Tel. No.: +91(022) 2376 3082

E-mail: [ppvaidya@mazdock.com](mailto:ppvaidya@mazdock.com)

### **DEPARTMENT: OUTSOURCING**

Fax: +91(022) 2376 3198.

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

माझगाँव डॉक शिपबिल्डर्स लिमिटेड, मुंबई द्वारा पात्र बोलीकर्ताओं से नीचे दिये गए विवरण के अनुसार दो-बोली प्रणाली (२) वाणिज्यिक नियम एवं शर्तों के साथ तकनीकी बोली (२) मुल्य बोली के अंतर्गत ई-प्रॉक्यूरमेंट पोर्टल ([www.eprocuremdl.nic.in](http://www.eprocuremdl.nic.in)) के माध्यम से बोलियां आमंत्रित की जाती है।

**Mazagon Dock Shipbuilders Limited invites on-line competitive bids in TWO BID SYSTEM (Part-I Techno Commercial Bid and Part-II Price Bid), from reputed Bidders / Vendors, on NIC E-Procurement portal for the Work/Services as detailed in this tender document:**

*Note: Before quoting against this Tender, the prospective bidder is requested to go through the Tender Enquiry document (& Annexes, if any) thoroughly & carefully. Deviations to the Terms & Conditions of the Tender are highly discouraged. Therefore, any doubts arising in respect of any of the Terms & Conditions stipulated, Qualification Criteria, clarification if any w.r.t. Documentation / Procedural requirements, etc. shall get clarified by the prospective bidder through the Dealing Executive invariably before the submission of the Bid.*

**MAZAGON DOCK SHIPBUILDERS LIMITED INVITES ON-LINE BID** from M/s. Hindustan Shipyard Limited Vishakhapatnam in SINGLE BID SYSTEM (Submission of Both Part-I-Techno Commercial Bid and Part-II Price Bid) on MDL's e-procurement portal <https://eprocuremdl.nic.in> for the following Scope of Work / Supplies, terms and conditions:

- 1. Description of Work/Supplies/Services:** Hiring of DRY DOCK and associated services for Y12651/INS NILGIRI of P17A from M/s. Hindustan Shipyard Ltd. Detailed scope of work is attached at Enclosure-1
- 2. Validity Period:** Bids / Offers shall have the validity period of 30Days from the tender closing date.
- 3. Online Submission of offer in SINGLE BID System:** Offer must be submitted in **SINGLE BID** system on the MDL's e-Procurement website <https://eprocuremdl.nic.in>.

**Offer in any other form will not be considered.**

**Techno-commercial Bid Part-I** should contain the following:

i)	Online Acceptance on clauses of Tender Enquiry Encl-3, General Conditions of Contract ( <b>GCC</b> ) Encl-4 in the Prescribed Formats stating 'Accepted OR Deviation' as applicable for each of the clause.
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ii)	Deviation sheet in case of any deviations from Terms, Conditions specified in the Tender Enquiry & General Conditions of Contract shall be uploaded online.
iii)	Any deviation with respect to Technical requirement shall be uploaded online by the bidder.
iv)	Scanned image of valid GST Registration Certificate
vi)	The scanned copy of the Integrity pact and original is to be submitted to MDL within 05 days from the tender closing date
v)	Local content declaration as per Encl.6 and GFR declaration as per Encl-8

**Note:**

i) The bidder is required to compulsorily select "ACCEPTED" or "DEVIATION" from the drop-down field choices available against the relevant Para no. /Clause no. of TEF/GCC (as applicable). In case "DEVIATION" is selected against a particular Para no. /Clause no., it would be mandatory to explain the deviation proposed by the bidder in the adjoining text field. Any deviation (s) mentioned elsewhere in the Offer/Bid, other than in the said forms, will not be considered.

**Price bid Part-II:** In this part bidders are requested to fill the PRICES for each of the listed items strictly in the prescribed format/ Rate sheet provided online NIC Portal. **Offer in any other form shall not be considered.**

a. Price Bid should contain only the PRICES for each of the listed items strictly in the prescribed format provided online in NIC BOQ.

b. Prices for the tendered services/ Items and applicable Taxes and duties are to be quoted by entering the same online. Timely submission of the e-bids is responsibility of the bidder and no reasons / excuses in this regard will be entertained.

Note: In case of discrepancy in price bid the following will be considered:

- a. If, in the price structure quoted for the required service/goods, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly;
- b. If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub- totals shall prevail and the total shall be corrected; and
- c. If there is a discrepancy between words and figures, the amount in words shall prevail.

**4. Pricing:**

- a. The bidder shall quote the prices of all items listed in the tender which will be inclusive of all costs for detailed scope of work as exhibited in Enclosure-1 of this tender. However, the applicable taxes /duties and levies will be indicated separately in the rate sheet. The price quoted shall remain firm and fixed during the tenure of the order/contract.
- b. Bidders should consider all cost such as labor, salaries to be paid as per minimum wages law, transportation, all incidental expenses etc. for entire scope of work. MDL shall not be bound by any printed conditions or provisions in the bidder's bid forms or acknowledgement of Order/Contract, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to Order/Contract.
- c. Bidder has to give confirmation in their technical bid that they have quoted for all line items by filling "Quoted/Not Quoted" in the enclosure-2.

**5. Price Escalation:** Price shall be firm & fixed during entire contract period. Price escalation is not applicable.

**6. Contract Period:** The Contract will be for 30days and maybe extended for a further period on mutual consent basis on the same terms and conditions.

**7. TAXES & DUTIES:**

7.1 Following details are to be submitted by the bidders:

1. GST No.:
2. Type of dealer (composition/ Normal):
3. SAC/HSN NO.:
4. % of GST:

7.2 Bidders should confirm acceptance of Standard Terms & Conditions of GST enclosed with this tender as per **Enclosure-7**.

**8. Terms of Payment:**

- a. Payments for completed work will be made within 15 days of issue of consignee receipt cum-acceptance certificate (CRAC) for Online payment. On-line submission of Invoice unless otherwise specified, Ink Signed Tax Invoice in duplicate with work completion Certificate (WCC)/SAP service entry sheet duly certified by Chief Manager or above of user dept. of MDL. The invoice shall be preferably submitted within four weeks of certification of Work Completion Certificate 'WCC'.
- b. Work Completion Certificate Duly Certified by MDL.
- c. Certificate issued by MDL confirming that the work is completed in time and no penalty is applicable OR in case of delays, admissible amount of penalty will be specified by MDL in this certificate for reduction of equal amount from Contractor's invoice.
- d. The vendors, whose aggregate turnover in any preceding financial year from FY 2017-18 onwards, exceeds INR 5 crore as per GST Act or as applicable from time to time, will have to issue an e-Invoice with a Quick Response (QR) code and Invoice Registration No.(IRN), It is important to note that MDL will not be entitled for Input Tax Credit (ITC)/GST on a vendor Invoice which is not compliant with the above e-Invoice notification.
- e. Wherever GST is applicable, payment will be released against e-Invoice, or Invoice accompanied with vendor's self-declaration that "we do not fall under the category of registered persons notified under Rule 48(4) of the Central GST Rules, 2017 and we are not required to comply with e-Invoicing provisions under GST Act, as our aggregate turnover in any preceding financial year from 2017-18 onwards has not exceeded INR 5crore as per GST Act".

**9. Modifications to the Bids:** Bidder will not be allowed to bid after the closing time is over. Bidder can change the submitted bid any Time till the closing time through e-portal only and the last changed bid will be considered.

**10. Security Deposit (SD):** Indemnity bond from PSU in case of single tender.

**11. Liquidated damage (LD): NOT APPLICABLE**

**12. Public Grievance Cell:** - Public Grievance Cell headed by Mr. R R Kumar ED(EY-PRODN) D2 Bldg, 4<sup>TH</sup> floor, EAST YARD has been set up in the Company. Members of public having complaints or grievances are advised to contact him on Wednesday between 10.00 hours and 12.30 hours in his office or send their complaints/grievances to him in writing for redressal. His Telephone No. is 022-23763512.

**13. INTEGRITY PACT (IP):**

1. The signed and stamped Integrity Pact (IP) is to be submitted by the prospective vendors/bidders.
2. The pact essentially envisages the agreement between prospective vendors/bidders and buyers committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract. Only those vendors/bidders who enter into such an integrity pact with the buyer would be competent to participate in the bid. Therefore, non-acceptance of Integrity Pact by the vendors/bidders shall be liable for rejection.

The format of Integrity Pact is placed at Enclosure and the same is to be strictly adhered to.

3. Please note that the Bidders not agreeing to accept Integrity Pact or submitting integrity pact with deviation in MDL format will be liable for rejection. A scanned copy of the Integrity Pact duly signed by bidder, strictly as per the format given at Enclosure-9 is to be uploaded along with the offer. The original of the Integrity pact is to be submitted to MDL within 05days of the tender closing date.
4. In case of successful bidder, a clause will 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 the Integrity Pact. 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 impose any conditions at variance with the tender terms/final negotiated & accepted terms
5. The nominated Independent External Monitor (IEM) will have power to access the entire project document and examine any complaints received by him. The details of nominated IEM from the panel of IEMs are as follows:
  - (i) Mr. M N Krishnamurthy, IPS(Retd), email id-krishnamurthymn19@gmail.com
  - (ii) Mr. Deepak Kashyap IRST(Retd)
 For updated list of IEMs, Kindly visit MDL website [www.mazagondock.in](http://www.mazagondock.in)

**14. RESTRICTIONS UNDER RULE 144(XI) OF GENERAL FINANCIAL RULES GFRS, (2017) AS PER DIRECTIVES F NO. DPE/7(4)/2017-FIN DTD 24.02.2023 & ORDER NO F.7/10/2021-PPD (1) DTD 23.02.2023 (REFER ANNEXURE -G)**

- A. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (TOT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.
- B. "Bidder" means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- C. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means: -
  - i. An entity incorporated, established or registered in such a country; or
  - ii. A subsidiary of an entity incorporated, established or registered in such a country; or
  - iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - iv. An entity whose beneficial owner is situated in such a country; or
  - v. An Indian (or other) agent of such an entity; or
  - vi. A natural person who is a citizen of such a country; or
  - vii. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- D. The beneficial owner for the purpose of B above will be as under:

i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals; iv. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
  - a. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
  - b. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
  - c. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.
  - d. If the bidder was validly registered at the time of acceptance I placement of order, registration shall not be a relevant consideration during contract execution

#### **15. Declaration for local content:**

(i) Bidders should indicate the percentage of local content (i.e. value added in India) along with the details of location/s where the value addition is made, in their bids, item wise or tender wise. The indicated local content percentage shall decide categorization of the vendors as "Class-I Local Supplier" / "Class-II Local Supplier" / "Non-local Supplier".

Self-certification by Chief Financial Officer or Other legally responsible person nominated in writing by the Chief Executive or Senior Member / Person with Management Responsibility of Corporation / Partnership / Individual.

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

#### **16. INSTRUCTIONS TO THE BIDDERS:**

Note: Before quoting against this Tender, the prospective bidder is requested to go through the Tender Enquiry document (& Annexes, if any) thoroughly & carefully. Deviations to the Terms & Conditions of the Tender are highly discouraged. Therefore, any doubts arising in respect of any of the Terms& Conditions stipulated, Qualification Criteria, clarification if any w.r.t. Documentation/Procedural requirements, etc. shall get clarified by the prospective bidder through the Dealing Executive invariably before the submission of the Bid.

**17. Submission of bids against e-Tenders:**

**1.** The bidder is required to quote online on the e-Procurement website ([www.eprocuremdl.nic.in](http://www.eprocuremdl.nic.in)) by the deadline, by submitting the Techno-commercial Bid & Price Bid in Electronic format only. The prices/quotes & a few declarations shall have to be tendered/uploaded by the bidder online in the Tender's entry forms & other bid documents' scanned /soft copies shall have to be uploaded as part of the bid. All bids should be digitally signed using DSC(as explained below).

- (i) To be able to participate in e-Tender (s), every bidder must register themselves on the ASP's website (registration is free of cost) & must possess a legally valid Class-IIIB or above Digital Signature Certificate (DSC) (also known as Class-III or above DSC with encryption& signing authority) as per IT Act-2000, using which they can sign their electronic bids. The DSC can be procured from any Certifying Authority (CA) authorized by Controller of Certifying Authorities (CCA) of Govt. of India.
- (ii) National Informatics Centre (NIC) have been appointed by MDL as the Application Service Provider(ASP).
- (iii) In case of any difficulty during online submission of offer. Bidders can contact toll free customer help line no 0120-4200462, 0120-4001002 of e-procurement portal <http://eprocuremdl.nic.in>.
- (iv) Bidders in their own interest are requested to upload their bids well in advance of tender closing date to avoid the last minute difficulties in uploading the bids. Request for extension, if at all to be made, shall be forwarded at least 3 working days in advance to the tender closing date / time with proper reasoning. MDL reserves all rights in this regard & decision of MDL shall be binding to the applicant. Problems in hardware/software, internet connectivity, system configurations, Browser setting etc, for whatsoever reason shall not be considered for extension of tender closing date and time.

**2** Bidders in their own interest are requested to upload their bids well in advance of tender closing date to avoid the last minute difficulties in uploading the bids. Request for extension, if at all to be made, shall be forwarded at least 03 working days in advance to the tender closing date / time with proper reasoning. MDL reserves all rights in this regard & decision of MDL shall be binding to the applicant. Problems in hardware/software, internet connectivity, system configurations, Browser setting etc., for whatsoever reason shall not be considered for extension of tender closing date and time.

**3** MDL will not be responsible for an error in downloading of tender documents from web by the bidders. The version appearing on MDL website will be considered final and authentic.

**4** All bidders are requested to get their technical queries, if any, clarified in advance before bidding to avoid last minute delay. For any technical clarification, bidders are requested to contact Ms. Pallavi Vaidya, Manager(OTS), Tel. no. 022-23763082.

**5** Bids received against online participation shall only be accepted. Bids submitted in any other mode will not be considered.

**6** MDL bidder's earlier quoted for MDL tender on website <https://mdl.eprocure.in> have to register again (free of cost) on website <https://eprocuremdl.nic.in>

m. The contractor has to abide by all statutory requirements and submit the proof when called for. Any penalty levied on MDL due to contractor's failure to abide by statutory requirement shall be recoverable from the contractor.

**7.** Official Secret Act 1923 shall be integral part of tender.

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

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

Yours faithfully,  
For Mazagon Dock Shipbuilders Limited,

Ms. Pallavi Vaidya  
M (Outsourcing)  
022-23763082

Enclosure -1	Scope of Work
Enclosure -2	Illustrative rate sheet
Enclosure -3	Tender Terms & Conditions Acceptance Form
Enclosure -4	General Conditions of Contract Acceptance Form
Enclosure -6	Local content declaration
Enclosure -7	Standard Terms & Conditions of GST
Enclosure -8	GFR declaration
Enclosure - 9	Format for Integrity Pact
Enclosure -10	Format for Indemnity bond



**ENCLOSURE-1****Scope of work**

1. Mazagon Dock Shipbuilders Limited Mumbai (MDL) intends to hire Dry Dock (DD) along with yard services at HSL for Guarantee Docking of IN / MDL Ships of P17A.

1.1 Tentative Dry Docking slots are as under:

S N	Vessel / Yard	Dry Dock Slot	Tentative Dry Dock period		Max Dry Dock Duration (Days)
			From	To	
a)	NILGIRI	DD-I	01 Nov 2025	30 Nov 2025	30 days
b)	UDAYGIRI	DD-II	01 June 2026	30 June 2026	30 days
c)	TARAGIRI	DD-III	01 Oct 2026	30 Oct 2026	30 days
d)	MAHENDRAGIRI	DD-IV	01 Mar 2027	30 Mar 2027	30 days

1.2 The above Dry Dock duration is including dock preparation period.

1.3 The Dry Dock period / duration is tentative and may vary depending upon the ships situation.

1.4 Following are the ship particulars:

Sr N	Parameters	Particulars
i	Length Overall	488ft (149m)
ii	Max Beam length (Breadth)	59ft (18m)
iii	Draft	6.5m
iv	GRT	7465 T

2. The major activities planned during this Dry Docking period will be defined by MDL Chief Guarantee Engineer (CGE) in consultation with Ship Staff of respective ships.

**3. HSL Scope:**

For each Dry Dock Slot of the ship, following facilities / services shall be provided by HSL during the entire period of dry docking of each ship at HSL.

S No.	Description	Qty per ship / per DD slot	Unit
<b>3.1</b>	<b>Hiring of Dry Dock</b>		
3.1.1	Dry Dock (Including preparatory & block setting period) (Payments will be as per actual usage)	30	Days
<b>3.2</b>	<b>Dry Dock Preparation</b>		
3.2.1	Supply & Laying of suitable Dock Blocks - both centre line and side blocks, wood packing (soft & hardwood) for Dock Block, Supply & positioning of Wooden Bottom Shoring as per drawings. Dock cleaning immediately after docking of ship and as & when required during Dry Docking of Ship. (Payments will be as per actual usage)	1	AU
<b>3.3</b>	<b>Yard Services at Dry Dock</b>		
3.3.1	Docking / undocking of Ships inside HSL DD and ensure to & fro safe movement of ships in and around HSL. (Payments will be as per actual usage)	01	AU
3.3.2	Providing tug along with pilotage including port dues, custom charges & Berthing etc. for to & fro safe movement of ships in and around HSL during docking / undocking of ships. (Payments will be as per actual usage)	01	AU
3.3.3	Mooring Unmooring and line handling (including requirement of tug and pilotage, if any). (Payments will be as per actual usage)	01	AU

3.3.4	Supply of Pressurized Fire line per day with all necessary hoses & fittings. (Payments will be as per actual usage)	30	Days
3.3.5	Supply of Sea Water to ballast tanks (with all necessary hoses & fittings) (Payments will be as per actual usage)	100	Ton
3.3.6	Power supply (50hz, 3phase 110V, 230V & 415V respectively) (Billing / payments will be as per actual consumption of power).	75000	KWH
3.3.7	Supply of Compressed Air. (Payments will be as per actual usage)	30	Days
3.3.8	Supply of Fresh Water (with all necessary hoses & fittings) (Payments will be as per actual usage)	300	Ton
3.3.9	Provision of Gangways during the Dry Docking of Ships at HSL. (Payments will be as per actual usage)	02	Nos
3.3.1 0	Yard Crane (with operator) – up to 20T capacity with working radius 20 mtr. min. (Payments will be as per actual usage)	360	Hrs
3.3.1 1	Yard Crane (with operator) – above 20T to 60T capacity with working radius 20 mtr. min. (Payments will be as per actual usage)	96	Hrs
3.3.1 2	Yard Crane (with operator) – above 150T capacity with working radius 20 mtr. min. (Payments will be as per actual usage)	40	Hrs
3.3.1 3	Yard Crane (with operator) – above 250T capacity with working radius 20 mtr. min. (Payments will be as per actual usage)	40	Hrs
3.3.1 4	Yard Fork lift with operator (5 Ton) in Dry dock - Qty – 03 No. (Payments will be as per actual usage)	248	Hrs
3.3.1 5	Scissor lift with working height 15 mtrs. (Payments will be as per actual usage)	96	Hrs
3.3.1 6	Cherry Picker with operator (working height 150 Ft, horizontal outreach 70ft, minimum platform capacity 200 Kg) – 2 nos. (Payments will be as per actual usage)	496	Hrs
3.3.1 7	Hydra with operator (12Ton capacity) (Payments will be as per actual usage)	240	Hrs
3.3.1 8	One Chiller Plant (200 TR) with end connections & flexible pipes. <b>IDLE CHARGES – per day basis.</b> (Payments will be as per actual usage).	30	Days
3.3.1 9	One Chiller Plant (200 TR) with end connections & flexible pipes. <b>RUNNING CHARGES – per hour basis.</b> (Payments will be as per actual usage).	720	Hours
3.3.2 0	One Diesel Alternator 900KW capacity, 440V, 50 HZ with Cable 100 mts length (3 ½ core, 400 Sq mm, 2 runs capable of carrying 1000 Amps). <b>IDLE CHARGES – per day basis.</b> (Payments will be as per actual usage)	30	Days
3.3.2 1	One Diesel Alternator 900KW capacity, 440V, 50 HZ with Cable 100 mts length (3 ½ core, 400 Sq mm, 2 runs capable of carrying 1000 Amps). <b>RUNNING CHARGES – per hour basis.</b> (Payments will be as per actual usage)	720	Hours
3.3.2 2	Provision of Scaffolding along with material and installation as per MDL requirement. (Payments will be as per actual usage)	1500	Sq. M
3.3.2 3	Welding machines along with baking facility for welding electrode. (No of welding M/c 10 x No of days 30). (Payments will be as per actual usage).	300	Nos
3.3.2 4	Gas Cutting Torches (No of Gas Cutting Torches 10 x No of days 30). (Payments will be as per actual usage).	300	Nos
3.3.2 5	TIG Machine (One set up). (Payments will be as per actual usage).	30	Days
3.3.2 6	Cylinders filled with Acetylene. (Payments will be as per actual usage).	60	Nos
3.3.2 7	Cylinders filled with Oxygen. (Payments will be as per actual usage).	120	Nos

3.3.2 8	Cylinders filled with Argon. (Payments will be as per actual usage).	30	Nos
3.3.2 9	Provision of Containers suitable for Office Work for onsite MDL Executives nearby DD – 02 nos. (Payments will be as per actual usage)	30	Days
3.3.3 0	Provision of Containers suitable for Material Storage nearby DD – 02 no. (Payments will be as per actual usage)	30	Days
3.3.3 1	Dedicated Toilets & Urinals arrangement nearby DD (in hygiene condition with cleaning on daily basis) (Payments will be as per actual usage)	30	Days
3.3.3 2	Removal of Galley Refuse (up to 100 kg per time). (Payments will be as per actual usage)	30	Days
3.3.3 3	Removal of other garbage (Including Copper Slag). (Payments will be as per actual usage)	10	Ton
3.3.3 4	Fire/Security watch per day (To provide 24 Hrs fire security watch by deploying minimum 4 firemen). (Payments will be as per actual usage)	30	Days
3.3.3 5	Replacement of various types of anodes (Type: MK I, MK II, MK III, MK V, MK VI & MK VII) for Sea Tubes, Sea Chest, Bilge Keel, Rudder, Stabilizer Fins, Bilges, Ballast Tanks etc. (Anodes will be supplied by MDL). (Payments will be as per actual usage)	220	Nos
3.3.3 6	Removal, cleaning, painting and installation of grating for Sea Chest and Sea Tubes. (Payments will be as per actual usage)	25	Nos
3.3.3 7	Tank cleaning by mechanical means and oiling of tanks (Total no of tanks = 25): Removal of left out fuel / sludge from the tanks followed by inspection / application of OM 750 in FO, LO, Drain and Sludge Tanks of P17A Ships. (Oil will be supplied by MDL). (Payments will be as per actual usage)	6400	Sq. Mtr.
3.3.3 8	Cleaning and polishing of Propeller Hub & Blades. (Payments will be as per actual usage)	02	Nos
3.3.3 9	Cleaning and flushing of Chilled Water System (CWS) using Acid cleaning agent: Cleaning and flushing Consisting of approx. 900 meter of chilled water pipe of size ranging from 25NB to 150 NB in situ (without removing the pipes), 34 HEs, 30 ATUs, 11 FCUs, 06 AC Plant Condenser. (Payments will be as per actual usage)	01	AU
3.3.4 0	Cleaning and flushing of Sea Water System Engine Coolers using Acid cleaning agent. (Payments will be as per actual usage)	20	Nos
3.3.4 1	Services for supply of de-humidified cool air through portable / flexible ducts on board ships (using mobile air cooling unit with air cooled plant). Flexible Duct size 150-200 mm with flow rate 450-500 m <sup>3</sup> per hour with 45-60 % humidity. The length of each hose / duct - 18-21 meter. (No of flexible ducts 20 x No of days 30). (Payments will be as per actual usage)	600	Nos
3.3.4 2	Services for supply fume extractors through portable / flexible ducts on board ships. The suction at the entry side of the fume extractors shall be min 4000 Cubic Meter per Hour (CMH). The length of each duct - 12 meter. (No of fume extractors 10 x No of days 30). (Payments will be as per actual usage)	300	Nos

**3.4 Note:**

3.4.1 The services for scaffolding, container for material storage / office use, fork lift, cherry picker, hydra with operator, fire safety watch etc. shall be managed by HSL as and when required basis wherein 02 days' prior intimation shall be given for provisioning these services.

- 3.4.2 HSL shall arrange entry passes for MDL Personnel / Navy / OEM's / MDL sub-contractors / for Cars, Buses, Tempo, Trucks /trailers, Ambulance etc. - during entire duration of Dry Docking.
- 3.4.3 Approx. **200** nos. personnel shall be deputed on board by MDL to carryout above mentioned.
- 3.4.4 The docking / undocking of the another vessel in DD during the said period should not affect ongoing work of MDL Ships.
- 3.4.5 HSL shall allow MDL to keep additional Containers if required near Dry Dock.
- 3.4.6 HSL shall provide all the facilities as per Factories Act e. g. Safety, Security, Canteen, Rest Room, lavatories, Emergency Medical / Fire facilities etc.
- 3.4.7 **The quantity mentioned in the SoW are tentative and may vary based on the actual activities to be carried out. The payments for all the service requirements at HSL shall be done on actual utilization basis, duly certified by CGE.**

#### **4 Work Instruction and Work Done Certificate (WDC):**

- 4.1 Work Instruction towards carrying out work as per PO line items shall be issued by the Chief Guarantee Engineer (CGE) of respective Ships.
- 4.2 After completion of work, the Work Done Certificates (WDC) will be prepared by HSL for the actual utilisation of services and the same will be signed & certified by MDL CGE.
- 4.3 The WDC shall include statement of jobs carried. The WDC must clearly mention the scheduled dates for starting & completion/delivery of the jobs as mutually agreed between MDL & HSL and the actual dates of start & completion.
- 4.4 The necessary service entry shall be made in SAP system by the WDC certifying authority & will be submitted to HSL for further invoicing. The WDC shall bear relevant Service Entry Sheet No., PO No. and respective item Sr. No., sub service line item of the PO.

#### **5 Contract Duration and validity:**

- 5.1 After placement of order the contract period may vary with mutual agreement based on the actual requirements.
- Order / Contract & rates shall remain valid till completion of allocated work

**Enclosure-3****TEF Acceptance Format**

To,  
Mazagon Dock Shipbuilders Limited

Tender Enquiry No..... Date:-.....

TEF Clause No.	Bidder's Remark	TEF Clause No.	Bidder's Remark
	Acc. /Dev.		Acc. /Dev.
1		12	
2		13	
3		14	
4		15	
5		16	
6		17	
7			
8			
9			
10			
11			

Company's Name & Address:

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

Signature:

Date:

Name:

Designation:

Bidder's Company Seal:

**NOTES:**

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

**General Conditions of Contract Acceptance Format**

To,  
Mazagon Dock Shipbuilders Limited

Tender Enquiry No..... Date:-.....

GCC Clause No.	Bidder's Remark
2. LANGUAGE OF CONTRACT (Applicable for Goods and Services) Unless otherwise stipulated in TEF, the contract shall be written in the Official Language or English. All correspondence and other contract documents, which the parties exchange, shall also be written/ translated accordingly in that language. For purposes of interpretation of the contract, the English documents/ translation shall prevail.	Accepted/ Deviation
3. GOVERNING LAWS AND JURISDICTION (Applicable for Goods and Services) 3.1 Governing Laws and Jurisdiction (a) This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force. (b) Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Purchase Order/Contract/Letter of Intent has been issued. The courts of such a place shall alone have jurisdiction to decide any dispute arising out or in respect of the contract. 3.2 Changes in Laws and Regulations Unless otherwise stipulated in the contract, if after the last deadline for the bid submission (Techno-commercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the contract Price, then such Delivery Date And / or Contract Price shall be correspondingly increased or decreased, to the extent that the contractor has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already	Accepted/ Deviation
10. COMMUNICATION AND LANGUAGE FOR DOCUMENTATION (Applicable for Goods and Services) Any letter, facsimile message, e-mail intimation or notice sent to the Bidder/Supplier/ Contractor at the last known address mentioned in the offer / order shall be deemed to be valid communication for the purpose of the order/contract. Unless stated otherwise by the purchaser, Language for communication and all documentation shall be same, which the Purchaser has used, in the tender enquiry.	Accepted/ Deviation
14. CANCELLATION OF TENDER (Applicable for Goods and Services) The Purchaser reserves the right to cancel/withdraw the tender in toto or part and or award the contract / order in full or part 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.	Accepted/ Deviation
17. RECOVERY-ADJUSTMENT PROVISIONS (Applicable for Goods and Services) Payment made under one order shall not be assigned or adjusted to any other order except to the extent agreed upon in writing by the Purchaser. During the currency of the contract, if any sum of money is payable by the Bidder / Supplier / Contractor the same shall be deducted from any sum then due or thereafter may become due to the Bidder / Supplier / Contractor under the contract or any other contract with the Purchaser.	Accepted/ Deviation
19 TRANSFER OF SUPPLIERS / CONTRACTOR'S RIGHTS(Applicable for Goods and Services) The Bidder / Supplier / Contractor shall not either wholly or partly sell, transfer, assign or otherwise dispose of the rights, liabilities and obligations under the contract between him and the Purchaser without prior consent of the Purchaser in writing.	Accepted/ Deviation
24. IMMUNITY OF GOVERNMENT OF INDIA CLAUSE (Applicable for Goods and Services) It is expressly understood and agreed by and between M/s. (Bidder / Supplier / Contractor) and Mazagon Dock Shipbuilders Limited, Dockyard Road, Mumbai – 400010 (MDL) is entering into this Agreement solely on its own behalf and not on the behalf of any person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that MDL is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable of Laws of India and general principles of Contract Law. The (Bidder / Supplier / Contractor) expressly agrees, acknowledges and	Accepted/ Deviation

understands that MDL is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions and commissions, breaches or other wrongs arising out of the contract. Accordingly, (Bidder / Supplier / Contractor) hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue Government of India in any manner, claim, cause of action or thing whatsoever arising of or under this Agreement.	
27 DUTY OF PERSONNEL OF SUPPLIER/CONTRACTOR (Applicable for Goods and Services) MDL being a Defence Public Sector Undertaking, Bidder / Supplier / Contractor undertakes that their personnel deployed in connection with the entrusted work will not indulge in any activities other than the duties assigned to them.	Accepted/ Deviation
28. DISPUTE RESOLUTION MECHANISM AND ARBITRATION (Applicable for Goods and Services) (a) Dispute resolution mechanism(DRM) (i) Any dispute/differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations at HoS/HoD level. (ii) In case of non-settlement by (i) above, if at any time, before, during or after the contract period any unsettled claim, dispute or difference arose between the parties, upon or in relation to or in connection with or in any way touching or concerning this tender/agreement/order/contract, the same shall be referred to the concerned Functional Director. The Functional Director shall then nominate an Executive of the rank of General Manager whom he thinks fit and competent or a Committee of Executives who/which shall then scrutinize the claims/disputes that have been referred to the concerned functional Director and make efforts for amicable settlements by mutual discussions/negotiations. (iii) In case no amicable settlement is arrived by (ii) above within a period of three months, then the contractor shall approach Public Grievance Cell and address the disputes as per the provisions made under the relevant clause of the contract. (iv) In case the issues/disputes do not get settled within a period of six months from the date of submission of the dispute to the Grievance Cell, then the contractor may invoke Arbitration Clause of the contract. (b) Arbitration (Applicable for Goods and Services) Unresolved disputes/differences, if any, shall then be settled by Arbitration. The Arbitration proceedings shall be conducted at Mumbai, India, in English Language, under the Arbitration and Conciliation Act, 1996 as amended from time to time and the rules thereunder. MDL prefers to have arbitration through Institutes such as Indian Council of Arbitration (ICA)/ICA-DR, Mumbai Centre for International Arbitration, International Chamber of Commerce (ICC), Singapore International Arbitration Centre (SIAC) with the mutual consent of the parties. In case of unresolved difference/dispute between the Purchaser and Supplier, being Central Public Sector Enterprises/Central Govt. departments, the disputes shall be resolved firstly through mutual discussion or through the empowered agencies of the Govt. or through arbitration by reference by either party to the department of Public Enterprises, as per extant guidelines. If disputes/differences remain unresolved/unexecuted, the same shall be referred first to the Cabinet Secretariat and then, if necessary to the PMO.	Accepted/ Deviation
29. JURISDICTION OF COURTS (Applicable for Goods and Services) 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.	Accepted/ Deviation
38 FORCE MAJEURE(Applicable for Goods and Services) If at any time during the execution of the goods / service order, the performance in whole or in part by either Purchaser or and by the Bidder(s) / Supplier(s) / Contractor(s) is / are delayed by any reason of force majeure situations such as acts of civil war, civil commotion, sabotage, hostilities, war, fires, explosions, epidemics, natural calamities like floods, earthquakes, volcanoes, storms, acts of God and laws of respective governments or any other causes beyond the control of either parties, hereinafter referred to as "events", provided notice of the occurrence of such event/s is / are communicated by either party, to the other party within 21 days from the date of occurrence thereof, neither party shall by reason such events be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance and or delay in performance of the contract / order. Executions on either side shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of Purchaser as to whether activities can resume or not, shall be conclusive and final. Occurrence of the events to be certified by Chamber of Commerce / Indian High Commission or Embassies / Government in that Country. The performance in whole or in part under the captioned tender / contract is prevented or delayed by reason of any such event for a period exceeding sixty days either party may at its option terminate the contract / further processing of the tender. The relative obligations of both the parties remain suspended during the actual period of force majeure. The Purchaser may extend the delivery schedule as mutually agreed, on receipt of written communication from the Bidder / Supplier / Contractor regarding occurrence of 'Force Majeure' conditions, but not exceeding six months from the scheduled delivery date. If the	Accepted/ Deviation

'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.	
<p>39. CODE OF INTEGRITY IN PUBLIC PROCUREMENT</p> <p>Procuring authorities (including indenter) as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:</p> <p>39.1 Corrupt practice Making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution.</p> <p>39.2 Fraudulent practice Any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract.</p> <p>39.3 Anti-competitive practice Any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of MDL, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels.</p> <p>39.4 Coercive practice Harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract.</p> <p>39.5 Conflict of interest Participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of MDL who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from MDL with an intent to gain unfair advantage in the procurement process or for personal gain.</p> <p>39.6 Obstructive practice Materially impede MDL's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding MDL's rights of audit or access to information</p>	Accepted/ Deviation

Company's Name & Address:

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

Signature:

Date:

Name:

Designation:

Bidder's Company Seal:



**DECLARATION CERTIFICATE FOR LOCAL CONTENT**  
**(Tender value above Rs.10 Crores)**

This declaration must form part of all tenders & it contains general information and serves as a declaration form for all bidders. (Before completing this declaration, bidders must study the General Conditions, Definitions, Govt. Directives applicable in respect of Local Content & prescribed tender conditions).

LOCAL CONTENT DECLARATION BY STATUTORY AUDITOR OR COST AUDITOR OF THE COMPANY (IN CASE OF COMPANIES) OR FROM A PRACTICING COST ACCOUNTANT OR PRACTICING CHARTED ACCOUNTANT (IN RESPECT OF SUPPLIER OTHER THAN COMPANIES) GIVING THE PERCENTAGE OF LOCAL CONTENT.

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

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

I, the undersigned,..... (full names), do hereby declare, in my capacity as.....of.....(name of bidder entity), the following:

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

(b) I have read and understood the requirement of local content (LC) and same is specified as percentage calculated in accordance with the definition provided at clause 2 of revised Public Procurement (preference to Make in India) Order 2017.

"Local content" as per above order means the amount of value added in India which shall be the total value of items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent."

(c) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the local content requirements as specified in the tender for 'Class-I Local Supplier' / 'Class-II Local Supplier', and as above.

(d) The local content calculated using the definition given above are as under:

Tender Item Sr No	Local content calculated as above %	Location of local value addition
For all line items		

Attach separate sheet duly signed if space is not sufficient

NB: Local content percentage shall be declared item wise or tender wise strictly as per the terms of the tender.

(e) I accept that the Procurement Authority / Institution / MDL / Nodal Ministry has the right to request that the local content be verified in terms of the requirements of revised Public Procurement (preference to Make in India) Order 2017 dtd.16.09.2020 and I shall furnish the document / information on demand. Failure on my part to furnish the data will be treated as false declaration as per PPP MII Order 2017. In case of contract being awarded, I undertake to retain the relevant documents for 7 years from date of execution.

(f) I understand that the submission of incorrect data, or data that are not verifiable as described in revised Public Procurement (preference to Make in India) Order 2017, may result in the Procurement Authority / Nodal Ministry / MDL imposing any or all of the remedies as provided for in Clause 9 of the Revised Public Procurement (preference to Make in India) Order 2017 dated 16.09.2020

**SIGNATURE:**

**DATE:** \_\_\_\_\_

**Seal / Stamp of Bidder**

**Standard Terms & Conditions for GST Compliance:**

- I. GST as per GST Laws shall be payable extra as quoted and agreed.
- II. In case of purchases of goods/services from unregistered dealers under GST Laws, GST will be paid by MDL under reverse charge mechanism
- III. Benefits from reduction in rate of tax/ITC is required to be passed on to consumer. Where "applicable GST" has been quoted as extra, Goods and service providers (except un-registered dealers under GST Law) have to submit declaration that they have complied with 'Anti-profiteering clause' under GST Law. Such declaration be given in technical bid.
- IV. 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 Laws 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. Supplier /Contractor shall pay penalty and/ or interest imposed on MDL or any loss due to delay in availing ITC by MDL or any loss of ITC to MDL due to errors by vendors at any stage. MDL reserves right to recover any such interest, penalty or loss from any amount due to Supplier /Contractor or otherwise.
- V. In case, MDL is unable to avail ITC, supplier/contractor at their own cost shall rectify the shortcoming in the returns to be filed immediately thereafter. Further, if the ITC is delayed / denied to MDL / reversed subsequently as per GST Laws due to non / delayed receipt of goods and / or services and / or tax invoice or expiry of timelines prescribed in GST Laws for availing ITC, non-payment of taxes or non-filing of returns or any other reason not attributable to MDL, Supplier /Contractor shall pay any loss of amount along with interest and penalty on MDL under GST Laws for the number of days the ITC was delayed. 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. MDL reserves right to recover any interest, penalty or loss from any amount due to Supplier /Contractor or otherwise.
- VI. 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 only that vertical which is involved in supply of goods and/or services. MDL GSTIN is 27AAACM8029J1ZA and vendor shall mention the same while invoicing and avoid any data entry error on GST portal.
- VII. 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).
- VIII. If the vendor is registered under GST, vendor shall file all applicable returns under GST Laws 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.
- IX. The rate sheet enclosed with the tender will indicate the rates to be entered under each head wherever applicable. Bidders must clearly mention the applicable Taxes & Duties. The item-wise rates (i.e. Basic+P&F+F&I) quoted in the Rate Sheet should exclude Taxes & Duties. Bidder should indicate GST rates as applicable separately under each of the head in the same Rate sheet, which will be paid extra based on tax invoice to the extent applicable. The GST will be applicable on total basic rate of each item (i.e Basic + P&F + F&I).

**Declaration by bidder for RESTRICTIONS UNDER RULE 144(XI) OF GENERAL FINANCIAL RULES GFRS, (2017) AS PER DIRECTIVES F NO. DPE/7(4)/2017-FIN DTD 24.02.2023 & ORDER NO F.7/10/2021-PPD (1) DTD 23.02.2023**

(On bidder's Letter Head)

1. I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that our Firm M/s..... is not from such a country and does not have any specified Transfer of Technology (TOT) from such a country or, if from such a country or if having specified TOT from such a country has been registered with the Competent Authority.
2. I hereby certify that our Firm M/s..... fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached along with this declaration as per the case]

Note – The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. MDL reserves the right to consider placement of Order / Contract or reject any or all tenders/Orders without assigning any reason.

COMPANY'S NAME & ADDRESS:

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

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

## INTEGRITY PACT

**Mazagon Dock Shipbuilders 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 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 if 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.
- 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 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

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 dependent 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 - 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 6 - 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 7 - 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 or 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 8 - 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 9 - 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 10- 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 11 – 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 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 DOCKSHIPBUILDERS LIMITED  
(Office Seal)

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

Place \_\_\_\_\_  
Date \_\_\_\_\_

Witness 1:  
(Name & Address)

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

Witness 2:  
(Name & Address)

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

**GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**

- 1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with MDL shall apply for registration.
- 1.1 An agent shall represent only one Foreign Supplier and not represent two suppliers or quote on their behalf in the same tender. However, either the Indian Agent on behalf of the Foreign Suppliers (also includes foreign manufacturers) or the Foreign Suppliers (also includes foreign manufacturers) directly could bid in a tender, but not both. In cases where an agent participates in a tender on behalf of one manufacturer, shall not quote on behalf of another manufacturer along with the first Manufacturer in a subsequent/parallel tender for the same item.
- 1.2 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by MDL.
- 1.3 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

**2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY.**

- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:
  - 2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.
  - 2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.
  - 2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by MDL in Indian Rupees only.
- 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
  - 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.
  - 2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.
  - 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by MDL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by MDL. Besides this there would be a penalty of banning business dealings with MDL or damage or payment of a named sum.



**GUIDELINES ON BANNING OF BUSINESS DEALINGS****CONTENTS**

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**1. Introduction**

- 1.1 Mazagon Dock Shipbuilders Limited (MDL), being a Public Sector Enterprise and 'State', within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. MDL as also to safeguard its commercial interests. MDL deals with Agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of MDL to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on MDL to observe principles of natural justice before banning the business dealings with any Agency.
- 1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

**2. Scope**

- 2.1 MDL reserves its rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation.
- 2.2 Similarly, in case of sale of material there is a clause to deal with the Agencies / customers / buyers, who indulge in lifting of material in unauthorized manner.
- 2.3 However, absence of such a clause does not in any way restrict the right of MDL to take action / decision under these guidelines in appropriate cases.
- 2.4 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
- 2.5 These guidelines apply to all the Divisions/Yards of MDL.
- 2.6 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.
- 2.7 The banning shall be with prospective effect, i.e., future business dealings.

**3. Definitions**

In these Guidelines, unless the context otherwise requires:

- i) 'Bidder / Contractor / Supplier / Purchaser / Customer' shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Bidder / Contractor / Supplier / Purchaser / Customer' in the context of these guidelines is indicated as 'Agency'.
- ii) 'Inter-connected Agency' shall mean two or more companies having any of the following features:
  - a) If one is a subsidiary of the other.
  - b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
  - c) If management is common;
  - d) If one owns or controls the other in any manner;
- iii) 'Competent Authority' and 'Appellate Authority' shall mean the following:
  - a) Functional Director shall be the 'Competent Authority' for the purpose of these guidelines. CMD, MDL shall be the 'Appellate Authority'.

- b) CMD, MDL shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.
- iv) 'Investigating Department' shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.
- v) 'List of approved Agencies – 'Bidder / Contractors / Suppliers / Purchasers / Customers shall mean and include list of approved / registered Agencies - 'Bidder / Contractors / Suppliers / Purchasers / Customers, etc.

#### **4. Initiation of Banning / Suspension**

Action for banning / suspension business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part. Besides the concerned department, Vigilance Department may also be competent to initiate such action.

#### **5. Suspension of Business Dealings**

- 5.1 If the conduct of any Agency dealing with MDL is under investigation by any department, the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.
- 5.2 The order of suspension shall be communicated to all Commercial Departmental Heads. During the period of suspension, no business dealing may be held with the Agency.
- 5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of MDL, as a whole, to deal with such an Agency pending investigation, the Competent Authority may order suspension of business dealing with Agency and send his recommendation to Chief Vigilance Officer (CVO), MDL alongwith the material available, copy of which may be issued to the Agency concerned with intimation to CVO MDL. Such an order would operate for a period of six months from the date of issue.
- 5.5 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 5.6 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months' time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

#### **6. Ground on which Banning of Business Dealings can be initiated**

- 6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
- 6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or MDL, during the last five years;
- 6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;
- 6.4 If the Agency continuously refuses to return / refund the dues of MDL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
- 6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;
- 6.6 If business dealings with the Agency have been banned/blacklisted by Government Agencies/ Statutory bodies, DGQA, Defence Shipyards, DPSUs or with whom commercial transactions have been suspended for sufficient and justifiable reasons. If the Agency having same promoters/Directors /Partners as the barred/blacklisted Company as at 6.6 above for the duration for which the barring/ blacklisting of sister concern persists.
- 6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts; If the agency who had fraudulently dealt with the Company for pecuniary gains or had connived with dealing officers for mutual benefit.
- 6.8 If the Agency uses intimidation / threatening or brings undue outside pressure on the MDL or its official in acceptance / performances of the job under the contract;

- 6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
- 6.10 Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-despatch inspection was carried out by MDL or not;
- 6.11 Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the MDL or even otherwise;
- 6.12 Established litigant nature of the Agency to derive undue benefit;
- 6.13 Continued poor performance of the Agency in several contracts;
- 6.14 If the Agency misuses the premises or facilities of the MDL, forcefully occupies, tampers or damages the Company's properties including land, water resources, forests / trees, etc. If the Agency who knowingly collude to defeat competition with the aim of deriving undeserved profit or gain from doing business with MDL. (Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

## **7. Banning of Business Dealings**

- 7.1 Decision to ban business dealings with any Agency would apply throughout the Company.
- 7.2 There will be a Standing Committee to be appointed by the CMD which may include HOD of respective Commercial Section/Capital Works/OTS, HOD (M), rep of Legal Deptt. and OIC (SR&R) for processing the cases of "Banning of Business Dealings". The functions of the committee shall, inter-alia include:
  - i) To study the report of the Investigating Agency and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.
  - ii) To recommend for issue of show-cause notice to the Agency by the concerned department.
  - iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
  - iv) To submit final recommendation to the Competent Authority for banning or otherwise.
- 7.3 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.

## **8 Removal from List of Approved Agencies - Suppliers / Contractors, etc.**

- 8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.
- 8.2 The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries but LTE may not be given to the Agency concerned.
- 8.3 Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

## **9. Show-cause Notice**

- 9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.
- 9.2 If the Agency requests for inspection of any relevant document in possession of MDL, necessary facility for inspection of documents may be provided.
- 9.3 The Competent Authority may consider and pass an appropriate speaking order:
  - a) For exonerating the Agency if the charges are not established;
  - b) For removing the Agency from the list of approved Suppliers / Contractors, etc.
  - c) For banning the business dealing with the Agency.
- 9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

## **10. Appeal against the Decision of the Competent Authority**

- 10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.
- 10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

## **11. Review of the Decision by the Competent Authority**

Any petition / application filed by the Agency concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Appellate Authority upon disclosure of new facts / circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the separate Standing Committee which may be constituted by Appellate Authority for examination and recommendation.

## **12. Circulation of the names of Agencies with whom Business Dealings have been banned**

- 12.1 Depending upon the gravity of misconduct established, the Competent Authority may direct HOD (Materials)/OIC (SR&R) to circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.
- 12.2 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.
- 12.3 If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, MDL may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its interconnected Agencies.

**INDEMNITY BOND**

(On Non-Judicial stamp paper of value Rs.500/-)

**After Placement of PO**

This deed of indemnity made on this \_\_\_\_\_ day of \_\_\_\_\_ by the indemnifier, M/s. \_\_\_\_\_, a company registered under the Companies Act, 1956 and having its registered office at \_\_\_\_\_ and with its branch office at \_\_\_\_\_ and its unit M/s, hereinafter referred to as "Contractor" which expression unless repugnant to the context hereof shall mean and include its successor, permitted assignees and administrator; IN FAVOUR OF M/s Mazagon Dock Shipbuilders Limited (Formerly known as Mazagon Dock Limited), the indemnified, a company within the meaning of the Companies Act, 2013 having its registered office at Dockyard Road, Mazagaon, Mumbai 400010 hereafter referred to as "MDL" which expression unless repugnant to the context hereof shall mean and include its successor, assignees and administrator

Subject:

References:

1. MDL tender no. \_\_\_\_\_ dated \_\_\_\_\_
2. Offer no. \_\_\_\_\_ dated \_\_\_\_\_
3. TNC MOM dated \_\_\_\_\_
4. Minutes of PNC Meeting held at MDL on \_\_\_\_\_
5. MDL P.O. No. \_\_\_\_\_ dated \_\_\_\_\_ WHEREAS MDL has awarded to the Contractor herein a Contract inter alia for services of \_\_\_\_\_ (hereinafter referred as contract) on terms and conditions set out in the MDL tender no. \_\_\_\_\_ dated \_\_\_\_\_ as modified vide TNC & CNC meeting dated \_\_\_\_\_, PNC meeting dated \_\_\_\_\_, M/s \_\_\_\_\_ offer ref no. \_\_\_\_\_ dated \_\_\_\_\_ and MDL P.O. no. \_\_\_\_\_ dated \_\_\_\_\_ (Purchase Order).

AND WHEREAS, the MDL has agreed for accepting an indemnity bond in lieu of the Security Deposit amounting to 5% of the value of order (i.e. 5% of Rs. /- ) which is equivalent to Rs \_\_\_\_\_ and M/s \_\_\_\_\_ has accordingly agreed for executing this bond and indemnifying MDL for any established direct loss or damage that MDL may suffer due to non-performance or default in performance with respect to the contract for services of \_\_\_\_\_ as per the documents above referred to (Documents) and keep this indemnity bond valid till contracted delivery period plus one month claim period cited in the above referred Purchase order, in terms of the Security deposit clause of the Purchase Order and on the following conditions of this bond;

The contractor in pursuance thereof, herein execute an indemnity bond in favour of MDL, as follows:  
The Contractor hereby irrevocably agree and undertake to indemnify MDL from time to time and shall forthwith on demand pay to MDL to the extent of Rs \_\_\_\_\_ (5% of order value) against any established direct loss or damage cause to or suffered by MDL by reason of breach of any terms and conditions of the said Order by Contractor.

We, the Contractor further agree that the amount demanded by MDL as such shall be final and binding on us as to the Contractor's liability to pay and the amount demanded.

We the Contractor agree that MDL shall have the right to recover amount demanded, without prejudice to any other remedies available, by deducting from any sum at any time hereafter becoming due to MDL under this or any other contract.

We the contractors undertake to pay MDL the amount so demanded on first demand without any demur.

We, the Contractor further agree that MDL shall be sole judge of and as to whether there has been any breach of the terms and conditions of this bond and to the extent of loss, damage, costs, charges and expenses caused or suffered by MDL.

This Indemnity Bond shall be governed by Indian laws and the Courts at Mumbai, shall have the exclusive jurisdiction

NOW THEREFORE, THIS BOND WITNESSES AS UNDER:

1. That the Contractor hereby represents and warrants as below:
  - a. The Contractor undertakes to comply with all the requirements of MDL Purchase order and other applicable agreed tender conditions in the Documents;

b. The Contractor undertakes to perform without any default, the covenants and terms of the above MDL Purchase order and to ensure the services \_\_\_\_\_ as per order within the delivery date duly stipulated in the P.O. or any such other dates as may be agreed to by MDL;

c. That the maximum liability under this indemnity on the Contractor would be to the tune of Rs.\_\_\_\_\_-/- which is equivalent to 5% of the value of the Contract as per the Purchase order;

d. It is further agreed to herein that this indemnity bond may be retained by MDL as valid and enforceable against M/s \_\_\_\_\_ till successful completion of services by the Contractor to the satisfaction of MDL.

2 The Contractor undertakes herewith to hold MDL harmless from all the direct loss or damage that MDL may suffer due to the nonperformance wholly or partially of the Purchase Order by Contractor and to indemnify and keep indemnified MDL at rates that may be assessed by MDL or Rs.\_\_\_\_\_-/- being 5% value of the total contract, whichever is less.

3 In witness whereof, the above named contractor sign this indemnity bond, on the date, month and year first mentioned above in the presence of the following witnesses:

For and Behalf of M/s \_\_\_\_\_

WITNESS:

1.

2.