बिड संख्या/Bid Number: GEM/2026/B/8243490

दिनांक /Dated: 17-11-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	08-12-2026 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	09-12-2026 14:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Defence
विभाग का नाम/Department Name	Department Of Defence Production
संगठन का नाम/Organisation Name	Mazagon Dock Shipbuilders Limited
कार्यालय का नाम/Office Name	**********
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :mdl-nodal-gem@mazdock.com Buyer Email id: sadeore@mazdock.com
वस्तु श्रेणी /Item Category	Custom Bid for Services - Custom Bid for Services - Maintenance contract of Hyper Converged Infrastructure and other accessories for two years
समान श्रेणी/Similar Category	• Annual Maintenance Contract for Networking Devices (Version 2)
अनुबंध अवधि /Contract Period	2 Year(s)
टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Turnover	Yes | Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Bidder Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)

बिड विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	2
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
Payment Timelines	Payments shall be made to the Seller within **15** days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	700000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	26

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this

Policy.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

GM(M)
Mumbai, Department of Defence Production, Mazagon Dock Shipbuilders Limited, Ministry of Defence
(Hare Ram Singh)

बोली विभाजन लागू नहीं किया गया/Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

1. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

3. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

i. If number of technically qualified bidders are only 2 or 3.
ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

BOQ - 1793866241.xlsx

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:1793866277.pdf

Payment Terms:1793866282.pdf

GEM Availability Report (GAR):1793866296.pdf

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:1793866335.pdf

Any other Documents As per Specific Requirement of Buyer -1:1794909161.pdf

Custom Bid For Services - Custom Bid For Services - Maintenance Contract Of Hyper Converged Infrastructure And Other Accessories For Two Years (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Custom Bid for Services - Maintenance contract of Hyper Converged Infrastructure and other accessories for two years
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No

इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	100%

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	**********	**********Mumbai	Project / Lumpsum Based	N/A

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. **Generic**

   OPTION CLAUSE 50% : The buyer can increase or decrease the contract quantity or contract duration up to 50 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 50 percent. Bidders are bound to accept the revised quantity or duration.
   For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 50 percent with the consent of the service provider

2. **Generic**

   Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. Click here to view the file

3. **Certificates**

   Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

4. **Forms of EMD and PBG**

   Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

   Mazagon Dock Shipbuilders Limited
   Account No.
   11079519138
   IFSC Code
   SBIN0006070
   Bank Name
   State Bank Of India
   Branch address
   State Bank Of india, Commercial Branch, Fort, Mumbai 400023
   .
   Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

5. **Buyer Added Bid Specific ATC**

   Buyer uploaded ATC document Click here to view the file.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.

3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is

contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

This Bid is governed by the सामान्य नियम और शर्तें/General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI

BUYERS ADDED ATC FOR GEM BID NO. GEM/2026/B/8243490 FOR MAINTENANCE CONTRACT OF HYPER CONVERGED INFRASTRUCTURE (HCI) AND OTHER ACCESSORIES FOR TWO (2) YEARS.

Bidders are requested to ensure that only relevant documents complete in all respect as indicated in the tender should be attached with their offer. Bidders should upload checklist of documents uploaded and details of person (email, phone no. & address etc.) to be contacted regarding bidding.

1. EARNEST MONEY DEPOSIT (EMD) / BID SECURITY:

a. EMD – ₹ 7,00,000/- (Rupees Seven Lakhs Only)

b. EMD shall be obtained by way of NEFT/ Demand Draft / Pay order / Bank Guarantee / Insurance Security Bond / e-Bank Guarantee in favour of Mazagon Dock Shipbuilders Limited, Mumbai from the list of Banks approved by SBI / Canara Bank published on MDL website.

c. Bidders seeking EMD exemption as per clause 4.xiii.m of GTC on GeM shall submit the valid supporting Document with the bid.

d. Bidders seeking EMD exemption as per clause 4.xiii.m.(vii) of GTC on GeM 4.0 shall submit valid registration certificate issued by Mazagon Dock Shipbuilders Limited (MDL) for the category of tendered item. **Group: 0058408- Server/Main Frame**

e. EMD is also exempted for following categories of sellers:

(i) Common/Deemed DPSU registered vendors qualify for EMD exemption. Such firms shall submit valid copy of the registration certificate issued by DPSUs (other than MDL) for the items / services for which the offer is being submitted in Part-I offer/bid. Firms in process of obtaining registration in other DPSUs will not be considered for EMD exemption.

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

Note: -

a) MSE vendors seeking EMD exemption shall submit the valid supporting document with the bid and declaration of Confirmation of manufacturer of the offered product / service provider of offered service as per format at **Annexure-1.**

b) MDL's Bank Account Details:

- A/C Holder Name: - MAZAGON DOCK SHIPBUILDERS LIMITED
- Bank & Branch: State Bank of India, Commercial Branch, Fort, Mumbai-400023
- Type of Account: Current
- Account No: 11079519138
- IFSC Code: SBIN0006070
- SWIFT Code: SBININBB101

c) Details of Remittance to MDL's BANK ACCOUNT

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

Signature of Vendor / Representative

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with the bid.

d) Format for EMD(BG) is attached at **Annexure-3**

e) Format for EMD (Insurance Surety Bond) is attached at **Annexure-9**

2. PRE-QUALIFICATION REQUIREMENT:

A. Technical Pre-qualification criteria: -

1. The bidder should be OEM or OEM authorize partner/system integrator of the firewall (Palo Alto), NAC (cisco) and carbonite replication software (Open Text) and should submit valid authorization documents/ Partner certificate/manufacturing authorization form (MAF) from OEM's for this tender along with the bid.
2. The bidder should have support office in Mumbai metropolitan region (MMR) and Bengaluru for onsite support. Documentary evidence shall be submitted along with the bid.
3. Bidder's experience of having executed/completed similar services during last 7 years ending till the original tender closing date should be either of the following:

(aa) Three contracts/orders of similar completed services each of not less than **Rs. 1,40,00,000.**

OR

(ab) Two contracts/orders of similar completed services each of not less than **Rs 1,75,00,000**.

OR

(ac) One contract/order of similar completed services of not less than **Rs 2,80,00,000**

Note-

(a) Similar services shall include AMC of HCI nodes/servers, virtualization software, firewall, NAC and replication software. Bidder must have proven experience of each of these items. Relevant PO's and corresponding work completion certificates for the PO's should be provided for the above. If the bidder provided PO's have one or more items indicated viz. HCI nodes/servers, visualization software, firewall, NAC, replication software and it satisfies the value indicated in the PM clause for experience. These orders shall be considered for experience and value. However, for the remaining items the bidder has to provide relevant PO's and corresponding work completion certificates ensuring similar experience of all the item

(b) The Work Completion Certificate shall contain following details:
(i) Particulars of the work and contract number and Date;
(ii) Original Contract Value;
(iii) Details of Growth Of Work / amendments, if any;
(iv) Date of commencement of the work;
(v) Date of completion as per original contract agreement;
(vi) Actual date of completion;
(vii) Actual completion cost;
(viii) Extension of time, if any granted;
(ix) Defect liability period, if any;
(x) Any other details as per the requirements.

B. Commercial Pre- Qualification Criteria: -

(i) Bidders Shop and establishment registration certificate or registration certificate from registrar of firms or certificate of incorporation from Registrar of Companies or any other valid document that confirms the firm's status.

(ii) The average annual financial turnover of 'The bidder' during the last three years FY (2022-23), FY (2023-24) and FY (2024-25) shall be at least **Rs 52,50,000/-** as per the annual report (audited balance sheet and profit and loss account) of the above-mentioned period, duly authenticated by a Chartered Accountant/Cost Accountant in India.

Notes: -

(1) The bidders need to scan and upload documentary evidence in support of the Qualification Criteria indicated at above; viz Work order/s meeting above order value criteria for similar work along with work completion certificate / Proof of payment with Tax Invoice / Store Receipt and Acceptance Report or any other evidence that confirms that the work is completed which is issued by the party for whom the work is done. The Work Order/s not supported by Work Done Certificate/s will not be considered for qualification criteria. In case of orders consisting of various activities, only that portion of work order value meeting the similar work criteria shall be considered for the purpose of pre-qualification. The concerned HOD or TNC has a right to verify /cross verification of authenticity of the said document whenever felt necessary.

(2) MDL reserves the right to demand for a hardcopy of any of the above documents and any other related documents, if required. Bidders shall comply to the same.

(3) The work executed by the bidder for their in-house use will not be considered for the purpose of bidder's experience or completion of similar works.

(4) All the qualifying documents indicated in the tender shall be strictly in the name of bidding firm. Qualifying documents submitted in the name of other than bidding firm will not be considered for bidding firm's qualification.

(5) Bidders are requested to ensure that only relevant documents complete in all respect as indicated in the tender should be attached with their offer. The first page of every uploaded set of scanned documents shall be an index of its contents. In case the offers received against this tender are more than 20, no opportunity will be extended for submission of deficient documents after opening of bids. The evaluation of the offers will be carried out and bidders will be qualified based on the documents received along with their offer.

(6) **Joint Ventures and Holding Companies:**

Joint Ventures: Credentials of the partners of Joint ventures cannot (repeat cannot) be clubbed for the purpose of compliance of PQC in supply of Goods/Equipment, and each partner must comply with all the PQC criteria independently.

Holding Companies: Credentials of a Holding Company cannot (repeat cannot) be clubbed for the purpose of compliance of PQC in supply of Goods/Equipment, and each subsidiary bidding company having shares 51 % and more with appropriate legal documents proving such ownership. Cases where Holding Company is not fully (100%) owning the subsidiary bidding company, then Holding Company shall also provide a corporate guarantee on the subsidiary bidding company.

(7) Startups shall not be given any relaxation in Prior turnover and prior experience as the tender is critical and non-divisible.

(8) MSEs shall get 100% relaxation of prior turnover. MSE Vendors shall meet prior experience criteria.

3. BID REJECTION CRITERIA:

Bids with non-compliance/ non-acceptance to any of the terms and conditions of the tender will be liable for rejection.

4. ALTERNATE MSME VENDOR PAYMENT THROUGH TREDS:

A. In order to address the financial needs of MSME firms, GoI has introduced a platform for facilitating the financing of trade receivables of MSMEs from buyers, through multiple financiers which is termed as Trade Receivables Discounting System (TReDS). At TReDS, auctioning of invoices at competitive & transparent environment is done by financers based on Buyer's credit profile.

B. MDL is registered TReDS platform on RXIL (M/s Receivables Exchange of India Limited), Invoice Mart (M/s A Treds Ltd.) and " and M1xchange of M/s Mynd Solutions Pvt. Ltd.

C. MSME bidders desirous to receive payments through TReDS platform may avail the facility if they are already registered on TReDS platform or by registering on it.

a) "Invoicemart" TReDS platform or by registering on it. Contact details at "Invoicemart" TReDS platform are as below:
Amit Kumar Dutta, Mob – 8600179668, Mail - amit1.dutta@invoicemart.com
Complete address - A.TReDS Ltd, A3, 11th Floor, Ashar IT Park, Thane – 400604

b) "M1xchange" TReDS platform or by registering on it.
Contact details at "M1xchange" TReDS platform are as below:
(i) Shaiwal Sinha, Mob: 9599224594 , Mail : shaiwal.sinha@m1xchange.com
(ii) Ankit Singh, Mob : 9800250395, Mail : ankit.singh@m1xchange.com
Complete Address-: M1xchange Office address (Mumbai) : A-403, The Qube 4th floor, MV road,Marol,Andheri (E) Mumbai – 400059

c) Receivables Exchange of India Ltd
Contact details are as below –
(i) SANTOSH YADAV, Mob - +91-9167708156, Mail - santosh.yadav@rxil.in
(ii) ANGELIN ANBARASAN, Mob - +91-8451975191, Mail - angelin.anbarasan@rxil.in
Complete address - Receivables Exchange Of India Limited , 701-702,7th Floor, Supremus, E Wing, I-Think Techno Campus, Kanjurmarg East, Mumbai 400042

d) "DTX" Platform, operated by M/s Kredx Platform Pvt. Ltd.
Contact details are as below: prathamesh.varose@kredx.com
(i) Prathamesh Varose – +91-8600273564

(ii) Jason Chongtham – +91-9600063327

e) C2TReDS" Platform, operated by M/s C2FO Factoring Solutions Pvt. Ltd.
Contact person name: Vikas Chaurasiya
Phone number: 8445379230
Email ID: vikas.chaurasiya@c2treds.com

Contact person name: Rumpi Deb
Phone number: 8448085823
Email ID: rumpi.deb@c2treds.com

5. E INVOICE:

Bidder, whose aggregate turnover in any preceding financial year from FY 2017-18 onwards, exceeds the threshold as per GST Act or as applicable from time to time, will have to submit an e-Invoice with a Quick Response (QR) code and Invoice Registration No.(IRN).

6. WORKING ON MDL HOLIDAYS:

Intimation for working on Saturday / Sunday / holidays if required, should be submitted 2 working days prior to the date of holiday indicating names of personnel to Personnel Department and Security through concerned Department.

7. CONTACT DETAILS FOR QUERIES:

In case of any clarifications regarding tender or technical, bidders are requested to contact the following executives.

Dept.	Name of Executives	Contact No	Email
Technical	Mr Sharad Kumar Walode AM (CIT)	022-23763403	sswalode@mazdock.com
	Mr Kiran V Bane DGM (CIT)	022-23763403	kbane@mazdock.com
Commercial	Mr. DK Chenna CM (C-MP)	022 23763232	kdchenna@mazdock.com
	Mr. J. Kumaran DGM (C-MP)	022 23763250	itpurchase@mazdock.com

8. INDEMNIFICATION

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

9. TRANSFER OF SUPPLIERS / CONTRACTOR'S RIGHTS

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.

10. NON-DISCLOSURE AGREEMENT (NDA):

(i) Initially the participating bidders shall have to submit NDA along with their offer without any deviations on their Company's Letterhead by authorized Signatory from bidder side as per prescribed format at **Annexure 4**.

(ii) After placement of order, successful bidder shall have to submit mutually accepted/agreed NDA on Non-Judicial stamp paper of value Rs.500/- in originals. Agreement will be signed by authorized representatives from Vendor Side & Mazagon Dock Shipbuilders Ltd.

11. CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS:

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. A bidder has to submit declaration for conflict of interest as enumerated Annexure 2

12. GRIEVANCE CELL FOR MII:

In cases where MDL received the complaint from any vendor or person, along with the fees prescribed below, verification of Declared Local Content shall be carried out by seeking additional info as deemed necessary and the bidders (including unsuccessful bidders) against the tender shall be obliged to furnish the necessary documents. Failing to do so, the vendor may invite penal action as per the provisions of the Order. If MDL possess the capability, then it shall perform the verification. However, if in the opinion of MDL matter needs to be dealt at higher level, then the complaint shall be referred to Nodal Ministry and their fees / expenses / charges applicable as per the Nodal Ministry, if any, shall be borne by the complainant. MDL is authorized to prescribe fees for handling complaints under revised PPP MII Order 2017. The fees for filing a complaint under the order shall be INR 10,000/- per case. The complaint shall be filed to the Chairman, Public Grievance Cell. The fee shall be deposited by complainant in MDL's Account by NEFT.

13. PRICING: The Bidder shall quote for the complete Bill of Quantity (BOQ) as mentioned in clause 4 of Scope of Work i.e., cost of Maintenance Contract of hyper Converged Infrastructure for the entire two-year period on a comprehensive onsite basis.

14. PAYMENT TERMS: Payment shall be made on a quarterly basis upon successful completion of each quarter, in accordance with the payment modalities specified in clause 7 of the Scope of Work.

15. DELIVERY & MOBILIZATION PERIOD: Maximum four weeks from the date of placement of contract.

16. LIQUIDATED DAMAGES (LD): LD not applicable.

17. PENALTY DURING BREAKDOWN TIME:

1	**Downtime of HCI Maintenance**	**Penalty Charges**
	For Critical- Resolution within 2 days	Rs 4,000 per incident per day
	For Non Critical- Resolution within 2 working days	Rs.2,000/- per day
	IT Support Personnel- Non Critical- Within 2 days	Rs.2,000/- per day
	Preventive Maintenance- Non Critical	10% OF Quaterly AMC Cost

18. PUBLIC GRIEVANCE CELL:

Public grievance cell headed by Shri R. R. Kumar, ED (Production) has been set up in the company. Members of public having complaints or grievances are advised to contact above Authorities on Wednesday between 10.00 hours and 12.30 hours in his office at 4th Floor, D2 Bldg, East Yard Mazagon Dock Shipbuilders Ltd or send their complaints / grievances to him in writing for redressal email grievance@mazdock.com and/or Telephone No. is 022-23763512

19. OFFICIAL SECRETS ACT, 1923:

The contractor shall take all reasonable steps necessary to ensure that all persons employed in any connection with the contract, have acknowledged their responsibilities and penalties for violations under the Official Secrets Act 1923 and any regulations framed thereunder at **Annexure 5**.

20. CODE OF INTEGRITY IN PUBLIC PROCUREMENT:

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:

(a) **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.

(b) **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.

(c) **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.

(d) **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.

(e) **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.

(f) **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

21. CANCELLATION OF TENDER: -

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.

22. SUBMISSION OF PERFORMANCE SECURITY:

a) **Submission of PBG through NEFT/RTGS/Internet banking:** Successful Bidder can submit the SD/Performance Security with Payment online through NEFT/RTGS/Internet banking/Insurance Surety Bond in Beneficiary name: Mazagon Dock Shipbuilders Limited Account No: 11079519138 IFSC Code: SBIN0006070, MICR code: 400002019 Bank Name: State Bank of India Branch address: Commercial Branch, N.G.N. Vaidya Marg, Opp. Horniman Circle, Fort,Mumbai-400023 Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Successful Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days from date of GeM contract.

b) **Submission of PBG in the form of NeSL based e-BG or SFMS BG:**

(i) Indigenous bidders intending to Submit BG shall submit the BG as National e-Governance Service Ltd (NeSL) based e-BG or Structural Financial Messaging System (SFMS) BG.

(ii) If the bidder is unable to submits SFMS BG, the bidder shall mandatorily submit a letter from issuing bank that it is unable to issue NeSL based e-BG as on date. Such letter should accompany the SFMS BG.

(iii) While submitting the SFMS BG, IFSC: ICIC0000393, Beneficiary Account Name - Mazagon Dock Shipbuilders Limited, Bank Name - ICICI Bank, Field 7037 (Unique Identifier Code) – MDSL5918882, Name Identifier – MDSL, Mazagon Dock Shipbuilders Limited, Mazagon Dock Limited & MDL shall be used.

(iv) Bidder shall get SFMS BG issued from SFMS enabled Nationalised Bank / Scheduled Commercial Bank. BG from Co-operative Bank / Rural Banks are not acceptable.

(v) Bank shall issue BG through SFMS system and send SFMS message to MDL's Bank confirming the authenticity of the BG. Bidder shall submit the SFMS BG along with the SFMS delivery report / message copy which has been transmitted to MDL's Bank by BG issuing bank through SFMS system.

(vi) The SFMS BG will have to be given on non-judicial stamp paper / with franking receipt e-stamping as per Stamp duty applicable at the place from where the Bid is emanated. The non-judicial stamp paper / franking receipt e-stamping should be either in the name of the issuing bank or the Bidder.

(vii) The Original SFMS BG in physical form (along with SFMS delivery report / message copy which has been transmitted by issuing bank through SFMS system to beneficiary's i.e. MDL Bank) should reach MDL on or before due date.

(viii) SFMS BG shall not be acceptable unless details of the same is transmitted to MDL's bank through SFMS platform. It is the bidder's responsibility to ensure that BG issuing bank send the BG advice correctly in the form of message format 760 COV vis SFMS as provided by RBI while capturing all requisite fields including Beneficiary Account Name - Mazagon Dock Shipbuilders Limited, Bank Name - ICICI Bank, Bank Account Number – 107151000007, IFSC Code - ICIC0000393, Field 7037 (Unique Identifier Code) – MDSL5918882, Name Identifier – MDSL, Mazagon Dock Shipbuilders Limited, Mazagon Dock Limited & MDL

(ix) In case of any error by Bidder / Contractor or BG issuing bank while capturing the requisite field details / format or non-receipt of confirmation BG through SFMS 760 COV message format, the bidder / contractor shall be responsible for non-acceptance of the SFMS BG.

(x) For any amendment of SFMS BG, message 767 COV through SFMS should be used. The amended SFMS BG along with the copy of the SFMS 767 COV message shall be submitted to the MDL.

(xi) The BG issuing bank and the vendor to mention the Tender Number / Purchase Order / Contract / Work Order reference along with the BG No for making any future queries to MDL.

(xii) The bank details for submission of NeSL based BG is as under:

Name of Bank A/c	Mazagon Dock Shipbuilders Limited
Bank Account no	107151000007
Bank and Branch	ICICI Bank, Mazagaon Branch, Mumbai
Type of account	Cash Credit A/c
IFSC CODE	ICIC0000393
NeSL (UIN no.)	AAACM8029J
PAN no.	AAACM8029J
Email	mdltreasurybg@gmail.com
Mobile No	8698820684
Date of Incorporation	26/02/1934
Constitution of Beneficiary	Public Limited Company

23. Submission of Earnest Money Deposit (EMD) and Performance Security in the form of Insurance Surety Bond: The Insurance Surety Bonds towards Earnest Money Deposit (EMD) and Performance Security shall be accepted in lieu of Bank Guarantee (BG), subject to fulfilment of the following eligibility criteria:

a) The Insurance Surety Bond shall be issued by an Indian Insurance Company as defined under Section 2(7A) of the Insurance Act, 1938, and duly registered with the Insurance Regulatory and Development Authority of India (IRDAI).

b) The issuing insurance company shall be a General Insurance Company authorised to issue Insurance Surety Bonds.

c) The Insurance Surety Bond shall be irrevocable and unconditional, having functionality equivalent to that of a Bank Guarantee, and shall be enforceable in accordance with its terms.

d) The prescribed format for submission of Insurance Surety Bond towards:

- Earnest Money Deposit (EMD) is provided at **Annexure-9.**
- Performance Security is provided at **Annexure-10.**

e) The bidder shall ensure that the Insurance Surety Bond is issued strictly in the prescribed format and complies with all applicable statutory and regulatory requirements.

24. CONFIDENTIALITY, SECRECY AND IPR RIGHTS

(a) **IPR Rights -** All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the contractor under this Contract shall become and remain the property of MDL and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without MDL's prior written consent. The contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to MDL, together with a detailed inventory thereof. The contractor may retain a copy of such documents and software but shall not use it for any commercial purpose.

(b) **Confidentiality -** All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of MDL to the contractor, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of MDL and shall not, without the prior written consent of MDL neither be divulged by the contractor to any third party, nor be used by him for any purpose other than the design, procurement, or other services and work required for the performance of this Contract. If advised by MDL, all copies of all such information in original shall be returned on completion of the contractor's performance and obligations under this contract.

(c) **Secrecy -** If the Contract declares the subject matter of this Contract as coming under the Official Secrets Act, 1923 or if the contract is marked as "Secret", the contractor shall take all reasonable steps necessary to ensure that all persons employed in any connection with the contract, have acknowledged their responsibilities and penalties for violations under the Official Secrets Act and any regulations framed thereunder.

(d) **Obligations of the contractor -**

(i) Without MDL's prior written consent, the contractor shall not use the information mentioned above except for the sole purpose of performing this contract.

(ii) The contractor shall treat and mark all information as confidential (or Secret – as the case may) and shall not, without the written consent of MDL, divulge to any person other than the person(s) employed by the contractor in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract.

(iii) Notwithstanding the above, the contractor may furnish to its holding company or its Subcontractor(s) such documents, data, and other information it receives from MDL to the extent required for performing the contract. In this event, the contractor shall obtain from such holding company/ Subcontractor(s) an undertaking of confidentiality (or secrecy – as the case may be) similar to that imposed on the contractor under the above clauses.

(iv) The obligation of the contractor under sub-clauses above, however, shall not apply to information that:

(aa) The contractor needs to share with the institution(s) participating in the financing of the contract;
(ab) now or hereafter is or enters the public domain through no fault of Contractor;
(ac) can be proven to have been possessed by the contractor at the time of disclosure and which was not previously obtained, directly or indirectly, from MDL; or
(ad) otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality.
(v) The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the contractor before the date of the contract in respect of the contract/ the Tender Document or any part thereof.
(vi) The provisions of this clause shall survive completion or termination for whatever reason of the contract.

25. DEFAULTS, BREACHES & TERMINATION OF CONTRACT

Termination due to Breach, Default, and Insolvency

(a) **Defaults and Breach of Contract**

In case the contractor undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects MDL's rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults shall include inter-alia:

(i) **Default in Performance and Obligations**

If the contractor fails to deliver any or all of the Goods or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by MDL.

(ii) **Insolvency**

If the contractor is wound up or ceases to otherwise trade or is unable to pay its debts as and when they fall due or is otherwise subject to any insolvency procedure.
(iii) If a receiver or similar official is appointed overall or any of the assets of the contractor or a petition is presented for its winding up or it entered into a composition with its creditors;

(b) **Notice for Default**

As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the contractor, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies.

(c) **Terminations for Default**
(i) Notice for Termination for Default: In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per sub clause above, MDL if so decided, shall by written Notice of Termination for Default sent to the contractor, terminate the contract in whole or in part, without compensation to the contractor.
(ii) Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to MDL after that.
(iii) Unless otherwise instructed by MDL, the contractor shall continue to perform the contract to the extent not terminated. All warranty obligations, if any, shall continue to survive despite the termination.
(d) **Contractual Remedies for Breaches/Defaults or Termination for Default**
If there is an unsatisfactory resolution within this period, MDL shall take one; or more of the following contractual remedies.
(i) Temporary withhold payments due to the contractor till recoveries due to invocation of other contractual remedies are complete.
(ii) Call back any loaned property or advances of payment, if any, with the levy of interest at the prevailing rate (MIBID - Mumbai Interbank Bid Rate).
(iii) Recover liquidated damages and invoke denial clause for delays.
(iv) Encash and/ or Forfeit performance or other contractual securities.
(v) Prefer claims against insurances, if any.
(vi) Terminate contract for default, fully or partially including its right for Risk and Cost Procurement as per following sub-clause.
(vii) **Risk and Cost Procurement**
In addition to termination for default, MDL shall be entitled, and it shall be lawful on his part, to procure Goods same to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the contractor. Such 'Risk and Cost Procurement' must be initiated (viz. AIP/PR/Tender) within six months from the termination of Contract. The Contractor shall be liable for any loss which MDL may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of MDL. (Note: deleted being contrary to law). (Note: No contractor would give security after the termination of the contract)
Note: Regarding the Goods which are not readily available in the market and where procurement difficulties are experienced, the period for making risk procurement shall be nine months instead of six months provided above.
(viii) Initiate legal proceedings in a for the recovery of the losses and damages,
not addressable by the above means.

26. PATENT RIGHTS

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

27. USE OF UNDUE INFLUENCE / CORRUPT PRACTICES

The Bidder / Supplier / Contractor undertakes that he has not used corrupt practices or used any undue influence which is not admissible as per Indian law to obtain contract/order or in doing any business with the purchaser.
If found that Bidder / Supplier / Contractor is involved in such wrong practices, then Purchaser is entitled to cancel the contract/s and all or any other contracts and then to recover from the Bidder / Supplier / Contractor the amounts of any loss arising from such contracts' cancellation, including

but not limited to imposition of penal damages, forfeiture of Performance security, encashment of the Bank Guarantee and refund of the amounts paid by the Purchaser.

28. IMMUNITY OF GOVERNMENT OF INDIA CLAUSE

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

29. DUTY OF PERSONNEL OF SUPPLIER/CONTRACTOR

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.

30. JURISDICTION OF COURTS

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.

31. AUTHORISATION LETTER: -

Authorisation letter (on company's letter head) to be submitted by the bidder in the name of the person authorised to sign the bid document.

32. PURCHASE PREFERENCE: -

- Purchase preference under Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017 is applicable in this tender. **The items are non-divisible and non-separable**. Accordingly purchase preference shall be accorded as per DOE OM No.F.1/4/2021-PPD dated 18.05.2023. for concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. The minimum local content for Class I and Class II local supplier shall be 50 % and 20 % respectively.
- The firm has to submit local content declaration on company's letter head indicating the % of local content and location of value addition and to be Self-Certified 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. Weighted average of local content of all items shall also be indicated in the declaration.

- The bidder shall give self-certification for local content in the quoted item (goods / works / services) at the time of tendering. However, at the time of execution of the project, for all contracts above INR 10 Crore, the contractor / supplier shall submit local content certification duly certified by cost / chartered accountant in practice. For cases where it is not possible to provide certification by Cost / Chartered Accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from Cost / Chartered Accountant after completion of the contract, within time limit acceptable to the procuring entity (30 days of completion). In case the contractor / supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Non-local, a penalty of 10% of the contract value shall be imposed which shall be withheld from the payment due to the bidder. However, contract once awarded shall not be terminated on this account**.**

33. LIMITATION OF LIABILITY: - Limitation of liability for the PO/Contract emanating out of this tender shall be as follows:

a) **Cap on Liability:** The total liability of the Vendors/Supplier, whether in contract, tort (including negligence), or otherwise, shall not exceed 100% of the total contract value.

b) **Exclusion of Certain Damages:** To the fullest extent permitted by applicable law, neither party shall be liable to the other for any indirect, incidental, consequential, special, punitive or exemplary damages, including but not limited to loss of profits, loss of business opportunity, unused production, loss of product, damage to reputation, arising out or in connection with this agreement, whether in contract or tort (including negligence), strict liability, or otherwise.

c) **Exclusions from Cap on Liability:** The cap on liability shall not apply to:

i. Liability arising from wilful misconduct, gross negligence, or fraud by the Vendor/Supplier.
ii. Breach of confidentiality obligations or infringement of intellectual property rights.
iii. Indemnity obligations for third-party claims.
iv. Non-compliance with applicable laws, regulations, or statutory obligations.
v. Liquidated Damages expressly agreed upon by the parties.
vi. Breach of obligations of Integrity Pact (IP).
vii. Any other liability that cannot be limited or excluded under Applicable Law.

d) **Mutuality**: The liability cap shall apply mutually to both parties unless otherwise agreed in writing.

34. LABOUR LAW COMPLIANCE/ STATUTORY COMPLIANCES BY THE SUBCONTRACTORS / VENDORS WHILE DEPLOYING CONTRACT EMPLOYEES IN MDL AND ITS UNITS: The Contractor shall comply with all applicable labour laws, statutory regulations, and notifications issued by the Central/State Government from time to time while deploying their employees in MDL and Its Units.

The following statutory Provisions need to be complied and as a proof of compliance, relevant documents are to be attached along with the invoices:

(i) **Payment of Wages:** The Contractor shall ensure payment of wages, allowances, and other statutory benefits to all deployed personnel at rates not less than the applicable minimum and within the prescribed timelines.

Documents to be submitted:

- Monthly Muster Roll/Attendance Register
- Wage Register
- Wage Slips
- Bank Statement/NEFT Transaction Details evidencing credit of wages to employees' accounts

(ii) Provident Fund (PF) Compliance: The Contractor shall deposit PF contributions in accordance with the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act and rules made thereunder.

Documents to be submitted:

- PF Challan/Payment Confirmation Receipt
- Electronic Challan-cum-Return (ECR) Copy

(iii) Employee State Insurance (ESIC) Compliance: The Contractor shall ensure timely deposit of ESIC contributions for all eligible employees under the Employees' State Insurance Act.

Documents to be submitted:

- ESIC Payment Confirmation Receipt/Challan
- ESIC ECR/Contribution Details

(iv) Employee Compensation Insurance: For personnel not covered under ESIC, the Contractor shall maintain a valid Employee Compensation Insurance Policy covering all deployed personnel.

Documents to be submitted:

- Valid Employee Compensation/Workmen Compensation Insurance Policy clearly indicating the Purchaser's/MDL's name and work site address as the insured location.

(v) Professional Tax Compliance: The Contractor shall deduct and deposit Professional Tax, wherever applicable, in accordance with the relevant State Government regulations.

Documents to be submitted:

- Wage Register/Payroll Records indicating deduction of Professional Tax
- Proof of deposit of Professional Tax, if applicable

(vi) Labour Welfare Fund (LWF) Compliance: The Contractor shall comply with applicable Labour Welfare Fund provisions and deposit contributions within the prescribed timelines.

Documents to be submitted:

- Labour Welfare Fund (LWF) Contribution Payment Receipt/Challan

General Instruction / Conditions for Labour Law compliances are as under:

1. All documents submitted shall be self-certified by the Contractor.
2. MDL reserves the right to verify the authenticity of the submitted documents and seek additional records whenever required.
3. Non-submission, delayed submission, or submission of incomplete/incorrect documents shall constitute a breach of contract and may result in withholding of invoice certification/payment or any other contractual action deemed appropriate by MDL
4. Any amendments to labour laws, statutory provisions, or implementation of new Labour Codes during the currency of the contract shall be binding on the Contractor, and compliance thereof shall be ensured without any additional liability on MDL.
5. **The Contractor shall be solely responsible for compliance with all labour laws and statutory obligations relating to personnel deployed under the contract.**

Checklist
(To be submitted along with technical bid)

Sr. No.	Tender Clause	Remark
1	Confirmation of manufacturer of the offered Product / Service provider of offered services (Only for MSE vendor seeking EMD Exemption)	Submitted / Not Submitted
2	Conflict of interest	Submitted / Not Submitted
3	EMD	Submitted / Exempted (Annexure-3) on company letterhead
4	Declaration of local Contents as per Public Procurement (Preference to Make in India) Order, 2017	Submitted / Not Submitted
5	Non-Disclosure Agreement (NDA) (Format at Annexure 4)	Submitted / Not Submitted
6	Extract of official secrets act (Format at Annexure 7)	Submitted / Not Submitted
7	Vendor Registration documents a) GST b) PAN c) Cancelled cheque d) Copy of EFT Mandate duly certified by Bank e) Bidders Shop and establishment registration certificate /registration certificate from registrar of firms / certificate of incorporation from Registrar of Companies or any other valid document that confirms the firm's status. f) MSE Udyam registration certificate (in case bidder seeking EMD exemption and MSE Purchase Preference)	Submitted / Not Submitted
8	Details of contact person of the bidder: - Name: Designation: M.No. Email:	Submitted / Not Submitted

***All documents submitted to be above sequence. Avoid sending documents other than asked.**

Annexures:

Annexure-1	Confirmation of manufacturer of the offered product / Service provider of offered services (To be submitted by MSE bidders)
Annexure -2	Conflict of interest
Annexure-3	Format for EMD BG
Annexure-4	Non-disclosure agreement (NDA) format
Annexure-5	Format of Performance Bank Guarantee
Annexure-6	Integrity Pact
Annexure-7	Extract of official secrets act
Annexure-8	Format For Information of Past Orders
Annexure-9	Insurance surety bond for Bid Bond
Annexure-10	Insurance Surety Bond for Performance security

Annexure-1

CONFIRMATION OF BEING MANUFACTURER OF OFFERED PRODUCT / SERVICE PROVIDER OF OFFERED SERVICE

(Compliance to Serial no. xiii (m) (i) of Para 4 of General terms and Conditions on GeM)
(To be submitted by MSE bidders)

M/s.- ……

SR NO.	ITEM TITLE	ITEM DESCRIPTION	MANUFACTURER OF OFFERED PRODUCT/ SERVICE PROVIDER OF OFFERED SERVICE (YES/NO)
1			
2			

Note:

1. As per Serial no. xiii (m) (i) of Para 4 of General Terms and Conditions on GeM, EMD exemption is applicable for those offered items of which the MSE bidder is a manufacturer. For the remaining products/items, MSE bidder shall not be eligible for exemption of EMD.
2. Above confirmation shall be duly filled (Yes or No) for each item by the bidder and it shall be uploaded along with the Part 1 bid.

Signature & Stamp of the Authorized Person of bidder

Annexure-2

Undertaking From The Bidder Regarding Conflict Of Interest
(Duly Signed On firms letterhead)

We do not have any conflict of interest with other bidders. We agree for the following compliance;

1. The bidder found to have a conflict of interest shall be disqualified.

2. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

a. If its personnel have a close personal, financial, or business relationship with any personnel of the procuring entity who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly;

b. The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;

c. A Principal can authorize only one agent, and an agent should not represent or quote on behalf of more than one Principal. However, this shall not debar more than one Authorized distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate or

d. A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

Annexure-3

PROFORMA BANK GUARANTEE FOR BID BOND / EMD

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

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

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

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

4. We, ... Bank further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our

obligations hereunder to vary any of the terms and conditions of the said tender/or to extend time of performance by the tenderer from time to time or to postpone for any time to time any of the powers exercisable by the Company against the tenderer and to forbear

to enforce any of the terms and conditions relating to the tender and we shall not be relieved from our liability by reason of any such variation or extension being granted to the tenderer or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the tenderer or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us

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

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

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

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

IN WITNESS WHEREOF the Bank has executed this document on this..... day of .....
For ..... Bank
(by its constituted attorney
or the person authorized to sign)

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

Annexure-4

NON-DISCLOSURE AGREEMENT (NDA)

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

WHEREAS

b) MDL has floated a tender and is required to provide certain information to (name of the bidder) to prepare his bid and/or

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

NOW THEREFORE the Parties agree as follows:

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

For the purposes of this Agreement, the term "Receiving Party" shall mean and include its officers, employees, directors, agents, contractors, representatives, affiliated companies, successors and assigns.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

i) The fact that the Confidential Information has been made available to the Receiving Party by the Disclosing Party or that the Receiving Party has inspected any portion of the Confidential Information; or

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

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

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

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

a) Disclosure of information by it to the Receiving Party does not infringe the rights of any third party nor is it under any restriction with regard to the disclosure of any information, and that where applicable, it has obtained all licenses and consents necessary to enable the lawful disclosure of information by it to the Recipient; and

b) It is not aware of any restriction on the use of such information by the Receiving Party, save as provided in this Agreement.

c) To the effect that the foregoing representations and warranties shall be deemed to be given at the date of this Agreement and after that date upon and in respect of each disclosure.

The Disclosing Party makes no warranty or representation whatsoever as to the accuracy, completeness, suitability or adequacy of any information or as to the results obtained from it and assumes no responsibility in respect of the use of the information by the Receiving Party.

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

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

a) Each Party hereto undertakes to follow security procedures prescribed for military purposes with respect to disclosure, receipt, production, use and handling of Classified Information.

b) Any Classified Information, disclosed by one Party hereto shall be, whatever the method of disclosure be, identified by the Disclosing Party as Classified Information at the time of disclosure.

c) The provisions of this Clause are to remain in full force and effect notwithstanding any termination by expiration or otherwise of this Agreement.

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

13. This Agreement represents the entirety of the agreement of the Parties relating to the disclosure of the Confidential Information and shall not be waived, amended or assigned by the Receiving

Party except by prior written consent of the Disclosing Party. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

14. This Agreement shall be valid for a period of TWO (02) years from the date of its execution between the parties. Notwithstanding the aforesaid, the obligations of Parties in connection with confidentiality under this Agreement shall survive in perpetuity.

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

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

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

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

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

To MDL

Address:

Phone No.:

Fax:

E-mail:

To _____

Address:

Phone No.:

Fax No.:

E-mail:

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

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

Signed by the within named	Signed by the within named
MDL	
In presence of	In presence of

Note: The above Agreement is to be drawn up by the contractor on non-judicial stamped paper of value Rs.100/-, if it executed in Maharashtra. However, for other places stamp duty is to be levied as per Stamp Act of respective States.

Annexure-5

PROFORMA BANK GUARANTEE FOR PERFORMANCE SECURITY

(ILLUSTRATIVE FORMAT)

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

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMTED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the “the Purchaser” which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers ..... a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at .....(hereinafter called " the Contractor/ Supplier" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for the supply , delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order and the Purchaser having agreed with the Contractor/Supplier to accept a Bank Guarantee in lieu of Performance Security payable under the said order for the fulfillment and performance of the said order, We, ... Bank having office at ..... (hereinafter referred to as "the Bank" which expression shall includes its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) being 5% (10% in case of Capital Procurement) of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non performance and non-fulfillment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.

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

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

4. We, ... Bank further agree with the Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations

hereunder to vary any of the terms and conditions of the said order/or to extend time of performance by the Supplier from time to time or to postpone for any time to time any of the powers exercisable by the Purchaser against the Contractor/ Supplier and to forbear to enforce any of the terms and conditions relating to the order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractor/ Supplier or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the Contractor/Supplier or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.

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

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

7. Notwithstanding anything contained herein above:

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

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

iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before …….(validity + 4 weeks from the date of expiry of this guarantee).

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

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

For ..... Bank

(by its constituted attorney)

(Signature of a person authorised

to sign on behalf of "the Bank")

Annexure-6

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 land 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 tender containing General Conditions of Contract (GCC) 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 and marked as Annexure-A.
	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 tender containing the General Conditions of Contract (GCC) 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.	
(3)	A person signing IP shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.	

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

	If the Bidder(s)/Contractor(s) before contract award or during execution of Contract has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility as Bidder(s) in question, the Principal/Buyer is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed for such reason, as per the procedure mentioned in the "Guidelines on Banning of business dealings" Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annexure-B.	
	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 en-cash 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 sector 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. In Case of a Joint Venture, all the partners of the joint venture should sign the Integrity Pact. In case of Sub contracting, the Principle contractor shall be solely responsible for the adherence to the provisions of IP by the subcontractor (s)
(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 of subcontractor which constitutes corruption or if the Principal has substantive suspicion in this regard, the Principal/Buyer will inform the same to the Chief Vigilance Officer, MDL.

Section 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 entitle 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 (For MDL). 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.

For & on behalf of
MAZAGON DOCKSHIPBUILDERS LIMITED
(Office Seal)
Place_____
Date_____

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

Witness 1:

(Name & Address)

_____

Witness 2:

(Name & Address)

_____

Annexure-A to INTEGRITY PACT

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:	
	2.1.1	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.

Annexure-B to INTEGRITY PACT

GUIDELINES ON BANNING OF BUSINESS DEALINGS

CONTENTS

Sr.	Description
1.	Introduction
2.	Scope
3.	Definitions
4.	Initiation of Banning / Suspension
5.	Suspension of Business Dealings
6.	Ground on which Banning of Business Dealing can be initiated
7.	Banning of Business Dealings
8.	Removal from List of Approved Agencies-Suppliers/ Contractors etc.
9.	Procedure for issuing Show-cause Notice
10.	Appeal against the Decision of the Competent Authority
11.	Review of the Decision by the Competent Authority
12.	Circulation of the names of Agencies with whom Business Dealings have been banned

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 along with 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-dispatch 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 Dept. 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 misbehavior 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 / Contactors, 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 inter-connected Agencies.

Annexure-7

EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923

(ILLUSTRATIVE FORMAT)

SECTION 2(B) ; "PROHIBITED PLACE"

It is defined as the place of any work of Defence Dockyard and other so belonging or occupied and used for the purpose of building, repairing, making or storing any ammunitions of war.
For the purpose of the above definition, sketch includes any photograph or other mode of representing any place or thing.

SECTION 3 : "PENALTIES FOR SPYING"

If any per unlawfully -

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

SECTION 4 : "COMMUNICATION WITH FOREIGN AGENTS"

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

SECTION 5 : "WRONGFUL COMMUNICATION OF INFORMATION"

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

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

Shall be guilty of an offence under this Act.

SECTION 6 : "UNAUTHORISED USE OF UNIFORMS"

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

SECTION 7 : "INTERFERING WITH OFFICERS OF POLICE"

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

SECTION 8 : "DUTY OF GIVING INFORMATION"

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

SECTION 9 : "INCITEMENT"

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

SECTION 10 : "PENALTY FOR HARBOURING SPIES"

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

SECTION 11 : "SEARCH WARRANTS"

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

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Annexure-8

FORMAT FOR INFORMATION OF PAST ORDERS:

Bidders are required to submit information of past orders

Sr	1	2	3	4	5	6
Order placed by						
Order No.						
Order date						
Description of work						
Order value						
Start date as per order						
Completion date as per order						
Actual completion date						
Work completion Certificate (WCC) ref. no						
WCC date						

Annexure-9

PROFORMA OF UNCONDITIONAL AND IRREVOCABLE INSUREANCE SURETY BOND FOR BID BOND / EMD

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

(ILLUSTRATIVE FORMAT)

Ref. No.……
Insurance Surety Bond No. ……
Dated:……

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

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

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

4. We, _____ the Surety further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said tender / or to extend time of performance by the tenderer from time to time or to postpone for any time to time any of the powers exercisable by the Company against the tenderer and to forebear to enforce any of the terms and conditions relating to the tender and we shall not be relieved from our liability by reason of any such variation or extension being granted to the tenderer or for any forbearance, act or omission on the

part of the Company or any indulgence by the Company to the tenderer or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.

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

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

7. Notwithstanding anything contained herein above:

(i) Our liability under this Bond shall not exceed Rs. _____

(ii) This Surety Bond shall be valid upto and including _____; and

(iii) We are liable to pay the Bond amount or any part thereof under this Surety only and only if you serve upon us a written claim or demand on or before _____ (validity plus 4 weeks from the date of expiry of this Bond).

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

IN WITNESS WHEREOF the Surety has executed this document on this _____ day of _____

For _____ Surety

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

Annexure-10

PROFORMA OF UNCONDITIONAL AND IRREVOCABLE INSURANCE SURETY BOND FOR PERFORMANCE SECURITY
(On Non-Judicial stamp paper of value Rs. 500/-)

(ILLUSTRATIVE FORMAT)

1) IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMTED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Purchaser" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers _____ a partnership firm / sole proprietor business / a company registered under the Companies Act, 1956 having its office at _____ (hereinafter called “the Contractor / Supplier" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No. _____ dated _____ (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for the supply, delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order and the Purchaser having agreed with the Contractor/Supplier to accept an unconditional and irrevocable Insurance Surety Bond in lieu of Performance Security payable under the said order for the fulfillment and performance of the said order, We, _____ Surety Insurer having office at _____ (hereinafter referred to as "the Surety" which expression shall includes its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Rs. _____ (Rupees _____ only) being 5% (10% in case of Capital Procurement) of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non-performance and non-fulfillment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.

2) We, _____ the Surety further agree that the Purchaser shall be sole judge whether the said Contractor/Supplier has failed to perform or fulfil the said order in terms thereof or committed breach of any terms and conditions of the order and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Purchaser on account thereof and we waive in the favour of the Purchaser all the rights and defences to which we as surety may be entitled to.
3) We, _____ the Surety further agree that the amount demanded by the Purchaser as such shall be final and binding on the Surety as to the Surety’s liability to pay and the amount demanded and the Surety undertake to pay the Purchaser the amount so demanded on first demand and without any demur notwithstanding any dispute raised by the Contractor/Supplier or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this Bond being absolute and unconditional.
4) We, _____ the Surety further agree with the Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said tender / or to extend

time of performance by the Supplier from time to time or to postpone for any time to time any of the powers exercisable by the Purchaser against the Contractor / Supplier and to forbear to enforce any of the terms and conditions relating to the order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractor/ Supplier or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the Contractor / Supplier or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us,

5) We, _____ the Surety further undertake not to revoke this Bond during its currency except with the previous consent of the Purchaser in writing.
6) We, _____ the Surety also agree that the Surety's liability under this Bond shall not be affected by any change in the constitution of the Contractor / Supplier or dissolution or winding up of the business of the contractor/ supplier.

7) Notwithstanding anything contained herein above:

   (i) Our liability under this Bond shall not exceed Rs. _____
   (ii) This Surety Bond shall be valid upto and including _____; and
   (iii) We are liable to pay the Bond amount or any part thereof under this Surety Bond only and only if you serve upon us a written claim or demand on or before _____ (validity plus 4 weeks from the date of expiry of this Bond).

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

IN WITNESS WHEREOF the surety has executed this document on this _____ day of _____

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