MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI

ADDITIONAL TERMS & CONDITIONS (ATC)

Supply and Commissioning of Hydraulic Jack for Submarine Construction Application.

1. **Compliance Statement for Scope of Work (SOW):**
Bidder should fill the format of **Technical Particulars as per Bid part-1** & submit along with acceptance of detailed Scope of Work/ Technical Specification as attached in SOW of bid document.

2. **Warranty/Guarantee:**
All the equipment supplied against this specification shall be guaranteed for Guarantee/ Warranty shall be 12 Months from date of commissioning or 18 months from date of supply, whichever is earlier. However, any engineering error, defect or wrong provision etc. which do not have any effect on the time period shall be attended to as and when observed/pointed out without any price implication.

   The vendor shall have final and total single point responsibility for the performance of the machine and all components supplied under this specification.

3. **Pricing:** Bidders shall quote for delivery of the items to the following destination including charges towards inland transportation, insurance, unloading charges and other local costs incidental to the delivery of the Goods/Services.

   Delivery Address:
   Mazagon Dock Shipbuilders Limited, Dockyard Road, Mumbai -400010.

4. **Firm Price / Price Variation**
Prices quoted by bidder shall remain firm and fixed during the period of the contract and not subject to variation on any account.

5. **Currency of Bidding:**
Bidders are to quote and submit in INR only.

6. **Validity Period:**
Bids / Offers shall have a validity period of 180 days from the Bid closing date. A bid valid for a shorter period will be liable for rejection.
In exceptional circumstances, before the expiry of the original time limit, MDL may request the bidders to extend the validity period for a specified additional period. The request and the bidders' responses shall be made in writing or electronically. A bidder may agree to or reject the request. A bidder who has agreed to MDL's request for extension of bid validity, in no case, he shall be permitted to modify his bid.

7. **Bid Rejection criteria:**
   A. Categorical Rejection Criteria
   The following conditions / deviations are non-negotiable and therefore any bid falling under these conditions / deviations will be summarily rejected. Bidders to note that they shall not be provided any opportunity to rectify these conditions / deviations post bid opening:
   a. Bids received after tender closing date and time.
   b. Bids received other than through GeM-portal.
   c. Bidders who are debarred under PPP MII order 2017, GeM, CPPP including Tender holiday issued by MDL.

   B. Liable for Rejection Criteria

   a. Bid received from vendors not qualifying technical and commercial PQC.
   b. Non receipt of required documents as specified in Scope of work.
   c. Non submission of documents or details as per requirements mentioned above or the requirements mentioned in preceding paragraphs shall be considered as supplier's inability/casual attitude towards understanding and comprehending the TSP requirements and hence execution will be of similar sloppy, undesired and unwarranted nature and thus shall be liable for rejection.
   d. MDL will carry out a detailed evaluation of the responsive bids in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, MDL will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders. The documents furnished by the bidder shall be examined for overall completeness and compliance with the Technical Specifications; quality, function and operation of any process, controls and concepts included in the bid. The bid that does not meet the complete technical specifications, as defined in the bid document, or substantiate the technical requirements specified will be liable for rejection.

8. **Ranking of Bid:**
Ranking of bids will be based on total value-wise evaluation and accordingly evaluation will be done.

9. **Performance Security (Performance Bank Guarantee cum Security Deposit):**
Contractor / Supplier / Vendor will be required submit Performance Security {Performance Bank Guarantee (PBG) cum Security Deposit (SD)} for an amount of 5% (Five per cent) of the Contract/Order value excluding taxes, duties, freight etc. in the form of **e-Bank Guarantee or Structural Financial Messaging System Bank Guarantee (SMFG BG).**

a. **Mandatory Requirement:** Whenever a bidder submits SFMS BG, the bidder will mandatorily be required to submit letter from issuing bank that it is unable to issue NeSL (National e-Governance Service Ltd) based e-BG as on date. Such a letter should accompany the SFMS BG.
b. **IFSC Code:** While submitting Structural Financial Messaging System Bank Guarantee (SMFG BG), **IFSC: ICIC0000393** shall be used.
c. **Authenticity of SMFS BG:** Bidder shall get SMFS BG issued from SFMS enabled Bank Guarantee through SFMS system and send SFMS message to MDL's Bank confirming the authenticity of Bank Guarantee. Bidder will be required to submit SFMS BG along with SFMS delivery report/message copy which has been transmitted to MDL's bank by BG issuing bank through SFMS system.
d. **Stamp Paper/Franking Receipts:** The SFMS BG will have to be given on non-judicial stamp paper/franking receipt e-stamping as per stamp duty applicable at the place from where the bid. The non-judicial stamp paper/franking receipt e-stamping should be either in the name of the issuing or the vendor.
e. **Receipt of SFMS BG:** 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 to MDL designated office on or before due date.
f. **Mandatory Requisite Information:** SFMS BG will not be acceptable unless details of the same is transmitted to the MDL's Bank through SFMS platform. Its bidders' responsibility to ensure that BG issuing bank send the BG advice correctly in the form of message format 760COV vis SFMS (Structural Financial Messaging System) as provided by RBI while capturing all requisite fields including Beneficiary Account Name, Bank Name, Bank Account Number, IFSC code etc.
g. **Non-Acceptance of BG:** In case of any error by the Bidders/contractor or BG issuing Bank while capturing the requisite field details/format or non-receipt of confirmation of BG through SFMS 760COV message format, the bidder/contractor shall be responsible for non-acceptance of the SFMS Bank Guarantee.
h. **Amendment in BG:** For any amendment of SFMD BG, message 767COV through SFMS should be used.

10. Delivery: 10 weeks from date of Purchase order.

11. Payment terms:

100% payment of PO will be made against full supply and commissioning of welding machines and as reduced by any deductibles and/or the amount leviable towards liquidated damages, if any and after including statutory taxes, duties and levies as applicable may be payable through RTGS/NEFT within 15 days for actual quantities of work executed and on submission of relevant documents as mentioned below.

a. GeM invoice along with tax invoice
b. Signed GRN copy

12. Alternate MSME Vendor Payment Through TREDS:

i) 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.

ii) MDL is registered on the "Invoicemart" TReDS platform, M1xchange of M/s Mynd Solutions Pvt. Ltd and M/s Recievable Exchange of India Ltd (RXIL).

iii) MSME bidders desirous to receive payments through TReDS platform may avail the facility if they are already registered on

a)"Invoicemart" TReDS platform or by registering on it.
Contact details at "Invoicemart" TReDS platform are as below:
Mr. Amit Kumar Dutta, +91-8600179668 and a new mail id amit1.dutta@invoicemart.com.

b) "M1xchange" TReDS platform or by registering on it.
Contact details at "M1xchange" TReDS platform are as below:
Mr. Shaiwal Sinha Contact No. +91-9599224595 email id: shaiwal sinha@mlxchange.com, Mr. Ankit Singh No . +91-9800250395 email id: ankit.singh@mlxchange.com

c) "RXIL" TReDS platform or by registering on it.
Contact Details at RXIL: Mr Santosh Yadav, Senior Relationship Manager, Business Development Contact No. +91-9167708156, Email id: santosh.yadav@rxil.com

Ms. Angelin Anbarasan, contact no + 91-8451975191 Email id: - angelin.anbarasan@rxil.in

All the above three discounting firm have offered waiver of Registration / On boarding fees to MDL vendors.

13. E Invoice: Bidder, whose aggregate turnover in any preceding financial year from FY 2017-18 onwards, exceeds INR 5 crore as per GST Act or as applicable from time to time, will have to submit an e- Invoice with a Quick Response (QR) code and Invoice Registration No. (IRN).
Wherever GST is applicable, payment will be released against e-Invoice, or Invoice accompanied with Vendor's Self Declaration that "We do not fall under the category of registered persons notified under Rule 48(4) of the Central GST Rules, 2017 and we are not required to comply with e-Invoicing provisions under GST Act, as our aggregate turnover in any preceding financial year from 2017-18 onwards has not exceeded Rs. 5 Crores as per GST act".

14. Consignee:

(a) Material to be delivered at: Mazagon Dock Shipbuilders Limited, Dockyard Road, Mumbai-400010.
(b) In order to avoid inconvenience during the delivery of material, it is advisable for supplier to depute their representative in their own interest to coordinate the activities between the transporter, and MDL stores.

(c) Following document should be submitted along with material:
- PO copy & subsequent amendments issued to it, if any.
- Mill Test Certificate if applicable as per tender/TSP.
- Delivery Challans clearly indicating MDL GeM Contract No.
- Packing List co-relating the items in the MDL GeM Contract.
- Copy of Warranty Certificate, Preservation Certificate etc. as applicable
- E-Way bill (if applicable).
- GeM Invoice and Commercial Invoice.

Note: Any discrepancy, shortfall, mismatch, incompleteness in above documents may lead to delay in CRAC / GRN and subsequent payment, for which MDL shall not be held responsible.

(d) Unloading of Material at MDL Stores shall be the responsibility of Vendor.

15. Inspection:

i. **PRE-DISPATCH INSPECTION:** ALL tests shall be performed in presence of MDL's representatives. The contractor shall give at least Fourteen (10) days advance notice of the date when tests are to be carried out.

ii. **RECEIPT INSPECTION:** MDL user dept / inspection cell shall carry out necessary inspection of the items on receipt of item at MDL stores. Any objection raised by MDL user dept / inspection cell against quality of materials or workmanship shall be satisfactorily corrected by the Contractor at his expense including replacement as may be required within shortest possible time within 30 days. Items damaged during transit shall also be rectified/replaced by the Contractor within shortest possible time. Goods accepted by the purchaser at the initial and final inspections, in terms of the contract, shall in no way dilute the purchaser's right to reject them later, if found deficient in terms of the warranty clause of the contract.

iii. REJECTION OF MATERIAL: Rejected materials, if any, shall have to be promptly lifted by the supplier at his own expenses with his labour / transport as the case may be.

iv. Firm to provide following documents:
a) Factory Acceptance Test Certificate
b) Hydraulic Pressure Test Report
c) Load Test Certificate

Note: MDL reserves the right to test the supplied product at Govt. or NABL lab for verifying the compliance of the supplied products to the specification of the PO. If the test result confirms the compliance of the product to the specification of the PO, then the testing charges shall be borne by MDL. However, if the test result confirms non-compliance of the product to the specification of the PO, then the whole lot shall be rejected and the testing charges shall be recovered from the supplier.

16. Liquidated Damages:

a. Time is an essence of the contract. Therefore, the job, as ordered, should be completed on the dates mutually agreed upon in accordance with the delivery schedule. In cases of delay not attributable to Purchaser beyond the agreed schedule, the Supplier / Contractor shall pay liquidated damages, a sum representing 0.5% (Half per cent) of the of contract price of delayed line item of each week of delay or part thereof until actual delivery or performance, subject to maximum of 10% of contract price of delayed line item.

b. Vendor / Contractor (Supplier) will also be liable to pay Liquidated Damages for late delivery of the Documentation as agreed to by Purchaser and Vendor / Contractor (Supplier) and as stated in the Purchase Order. The amount of such damages will be same as that stated in Para (a) above.

17. Purchase Preference to Micro and Small Enterprises (MSEs) (PPP MSE)

Micro and Small Enterprises (MSEs) registered under Udyam Registration or as directed by government are eligible to avail the benefits under the policy. This Policy is meant for procurement of only goods produced and services rendered by MSEs. Traders/Distributors/Sole Agents/Works Contract are excluded from the purview of the policy. MDL has right to place order on MSE Manufacturer and MSE Service Provider meeting following criteria:

a) In tender, participating Micro and Small Enterprises (MSE) quoting price within price band of L1+15 (fifteen) per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25(twenty-five) per cent of total tendered value. The 25(twenty-five) per cent quantity is to be distributed proportionately among these bidders, in case there are more than one MSEs within such price band.

b) Within this 25% (Twenty Five Percent) quantity, a purchase preference of four (4) per cent is reserved for MSEs owned by Scheduled Caste (SC)/ Scheduled Tribe (ST) entrepreneurs and three (3) percent is reserved for MSEs owned by women entrepreneur (if they participate in the tender process and match the L1 price).However, in event of failure of such MSEs to participate in tender process or meet tender requirements and L1 price, four percent sub-target for procurement earmarked for MSEs owned by SC/ST entrepreneurs and three (3) percent earmarked to women entrepreneur will be met from other MSEs. . MSEs would be treated as owned by SC/ ST entrepreneurs:

i) In case of proprietary MSE, proprietor(s) shall be SC /ST;

ii) In case of partnership MSE, the SC/ ST partners shall be holding at least 51% (fifty-one percent) shares in the unit;

iii) In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ ST promoters.

c) If subcontract is given to MSEs, it will be considered as procurement from MSEs.

d) Since each tender item cannot be split or divided, etc. the MSE quoting a price within the band L1+15% may be awarded for full/ complete supply of total tendered value to MSE, considering the spirit of the Policy for enhancing Govt. Procurement from MSEs.

e) In respect of items reserved for MSE-Manufacturers, extant guidelines shall be followed. Presently Circular No. S.O. 581(E) dated 23.03.2012 is applicable. The latest list may be seen from the website of the MSME Ministry.

18. Public Procurement Policy (Preference to Make In India) Order 2017:

Minimum local content: The Minimum local content requirement is 20% and 50% for Class-II and Class-I vendor respectively i.e. Only Class-I and Class-II suppliers are eligible to bid.

Purchase preference shall be given to local supplier in all procurement undertaken by MDL in line with The Govt of India has issued revised public procurement (Preference to Make in India) order 2017, issued on 19.07.2024. Revised Order 2017 is enclosed with ATC.

Explanatory notes for calculation of local content given below: -

a. Imported items sourced locally from resellers/ distributors shall be excluded from Calculation of local content.
b. The license fees / royalties paid / technical charges paid out of India shall be excluded from local content calculation.
c. Procurement / supply repackaged / refurbished / rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of repackaged / refurbished / rebranded imported product is as follows.

i) Refurbishing means repair or reconditioning of an imported product does not amount to manufacture because no new goods come into existence.
ii) Repackaging means repacking of imported goods from bulk pack to smaller packs would not ordinarily amount to manufacture of a new item.
iii) Rebranding means relabeling or renaming or change in symbol or logo/ makes or corporate image of a company/organization/firm for an imported product would amount to rebranding.

d. To ensure that imported items sourced locally from resellers/ distributors are excluded from calculation of local content, procuring entities to obtain from bidders, the cost of such locally –sourced imported items (Inclusive of taxes) along with break-up on license / royalties paid / technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller OEM certificate of country of origin to be submitted.
e. For Contracts involving supply of multiple items, Weighted average of all items to be taken while calculating the local content.
f. Bidder shall give self-certification for local content in the quoted item at the time of tendering. However, at the time of execution of the project, for all contract above INR 10 crore, the contractor / supplier shall submit the local content certification duly certified by cost accountant / 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 Accountant / 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 supplier changes from Class-I to Class-II / Non-local or Class-II to Non-local, a penalty of 10% of the contract value shall be imposed which shall be withheld from payment due to the bidder. However, contract once awarded shall not be terminated on this account. Further, it must be informed that once declaration / certification is committed at tender stage, the same cannot be altered subsequently at technical negotiation stage or after award of contract. Doing so would be treated / considered as false declaration by bidder and necessary action shall be initiated as per para 9 of the said Order for debarment.

i) The local content can be increased by vendors through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them.
ii) DPIIT vide OM No. P-45021/102/2019-BE-IIPaRT(1)(E-50310) dated 04 Mar 2021 has clarified that Bidders offering imported products will fall under the category on Non-local suppliers and they cannot claim themselves as Class-I local suppliers / Class-Il local suppliers by claiming the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC / CMC, etc. as local value addition. Hence, bidders offering imported products will be treated as Non-local suppliers.

19. Purchase preference:

a) Purchase preference shall be given to only "Class-I Local Supplier" (Class II Local Supplier are not eligible for purchase preference) in procurements undertaken in the manner specified in the succeeding sub-paras:
b) The Class-I local suppliers, under PPP-MII Order, participating in any government tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any government tender, may or may not be Class-I local suppliers. Suppliers may be categorized in following four broad categories for consideration or applicability of purchase preference

PPP MSE Order 2012: Purchase Preference under PPP MSE Order 2012 shall prevail over Purchase preference under PPP MII Order 2017 and Purchase preference shall be accorded

20. Hindrance Register:

a. Wherever submission, approvals and clearances are required, hindrances, if any, with date of occurrences and removal shall be noted in the Hindrance Register.

b. The Hindrance Register shall document the following aspects post Placement of PO/Contract:
   i. Reasons for the delay vis-à-vis the mutually agreed schedule (Hindrance) viz. delay in MDL Inputs (Drawings/Material/Documents/Services/ Inspection call), delay by TPI/Inspection Agency/Customer (Navy), delay on account of specialist services, non-performance by the contractor, delinquency by the vendor, force majeure or any other relevant reason shall be recorded.
   ii. Source for delay (Attributality) viz. Delinquent vendor, Contractor, MDL, TPI/Customer (Navy), specialists, Inspection agency like DQA(N) or equivalent, any other agency.
   iii. All the hindrances with date of occurrence and removal are to be noted in the Hindrance Register. Hindrance Register will be signed by both the parties i.e., User Dept and Contractor. Executive in the rank of CM and above in case of MDL, the nodal executive of the user department and site-in-charge of the supplier or their authorized signatories are only authorized to sign the Hindrance Register. In case of goods / supply orders, correspondence done with supplier / customer shall be recorded by Commercial / Material department in the Hindrance Register.

iv. The contractor may also record their observations in the Hindrance Register. Any objection raised by the contractor should be promptly attended and resolved without any delay.
v. In case the contractor has a different opinion for hindrance and a dispute arises, then the matter shall be referred to the next higher authority and the decision to be communicated within 15 days. The decision of the next higher authority in case of dispute in respect of hindrances during the course of executing an order/contract shall be final and binding on the contractor.
vi. In case MDL is unable to remove hindrance immediately, and if it is likely to take some time, the contractor shall be informed accordingly by the User. In such cases the contractor may reduce manpower deployed on the work. Under no circumstances, contractor should be paid for idle manpower.

21. Pre-qualification Criteria:

a) Technical Prequalification Criteria:

(i) The bidder shall be OEM or OEM authorized vendor. If bidder is quoting on behalf of OEM, valid OEM authorization certificate to be submitted along with technical offer.
(ii) Bidder should have supplied min. 10 units of hydraulic jacks during last 03 years with similar specification to any PSU/Private organization.
(iii) Bidder shall submit a copy of the Purchase Order (PO)/Work Order (WO) and the corresponding commissioning Report/completion certificate issued by client for low height Single Acting Spring Return Hydraulic Cylinder with Ultra-Lightweight Two-Speed Hydraulic Hand Pump for Single-Acting Cylinder suitable for heavy-duty lifting as proof of successful execution.

b) Commercial Prequalification Criteria:

Deleted

c) Applicability of 'Make in India':

Bidders (manufacturer or principal manufactures of authorized representative) who have a valid/approved on going 'Make in India' agreement/program and who while meeting all other criteria above, except for any or more of sub-criteria in Experience and Past Performance above, would also be considered to be qualified provided:

(i) their foreign 'Make-in-India' associates meet all the criteria above without exemption, and
(ii) the Bidder submits appropriate documentary proof for a valid/approved on going 'Make in India' agreement/program.
(iii) the bidder (manufacturer or principal of authorized representative) furnishes along with the bid a legally enforceable undertaking jointly executed by himself and such foreign Manufacturer for satisfactory manufacture, Supply (and erection, commissioning if applicable) and performance of 'The Product' offered including all warranty obligations as per the general and special conditions of contract.

d) Authorized Representatives:

Bids of bidders quoting as authorized representative of a principal manufacturer would also be considered to be qualified, provided:
(i) their principal manufacturer meets all the criteria above without exemption, and
(ii) the principal manufacturer furnishes a legally enforceable tender-specific authorization in the prescribed form (Deed of Agreement) assuring full guarantee and warranty obligations and all contractual obligation as per the tender terms and conditions; and
(iii) the bidder himself should have been associated, as authorized representative of the same or other Principal Manufacturer for same set of services as in present bid (supply, installation, satisfactorily commissioning, after sales service as the case may be) for same or similar 'Product' for past three years.

e) Joint Ventures and Holding Companies:

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. However, for the purpose of qualifying the Financial Standing Criteria, the Financial Standing credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents proving such ownership.

f) MSEs shall be given 100% relaxation of prior turnover only, however, MSEs shall meet prior experience criteria viz: TPQC mentioned at (a) above.

g) The work executed by the contractors for their in-house or capital use need not be considered for the purpose of bidders' experience of completion of similar works.

Note: Bidders need to upload / submit supporting documentary evidence in support of the Pre-Qualification Criteria Viz. Work / Purchase Order, 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. HOD-C (East Yard) or TNC (Technical Negotiation Committee of MDL) has a right to verify / cause verification of authenticity of the said documents whenever felt necessary.

22. Conflict Of Interest Among Bidders/ Agents: Bidders having a conflict of interest shall not be eligible to participate in the tender process unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract.

The bidder shall be considered to have a conflict of interest in this tender process and execution of the resultant contract in the following situations: -

(i) 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;

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

(iii) 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

(iv) 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;

Note: Participation of any bidder in this tender is construed as the bidder unconditionally agree and abide by the content of undertaking at Enclsure-7.

23. **Contacting MDL During the Evaluation:** From the time of bid submission to awarding the contract, no bidder shall contact MDL on any matter relating to the submitted bid. If a Bidder needs to contact MDL for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically. Any effort by a Bidder to influence MDL during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be liable to be rejected as nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.

24. **Cartel Formation/Pool Rates**
It is possible that sometimes a group of bidders quote the same rate against a tender. Such pool/cartel formation is against the basic principle of competitive bidding and defeats the very purpose of an open and competitive tendering system. Such and similar tactics to avoid/control true competition in a tender leading to "Appreciable Adverse Effect on Competition" (AAEC) have been declared as an offence under the Competition Act, 2002, as amended by the Competition (Amendment) Act, 2007. In case of evidence of cartel formation, detailed cost analysis may be done by associating experts if necessary. Besides, suitable administrative actions can be resorted to, such as rejecting the offers, reporting the matter to trade associations, the Competition Commission or NSIC, etc., and requesting them, inter-alia, to take suitable strong actions against such firms. Purchaser may also debar the tenderers indulging in cartel formation/collusive bidding/bid rigging for a period of two years from participation in the tenders of the Purchaser.

25. **Tender Acceptance Form (TAF):**
TAF duly filled in by the bidders confirming their acceptance or deviation is to be submitted along with their techno-commercial bids.

26. **General Conditions of Contract (GCC):**
Bidder is required to submit the GCC acceptance form duly filled along with their techno-commercial offer.

27. **Scrutiny of Offers:**
Bidders to ensure the completeness and clarity in their online offer by ensuring that complete/relevant documents/details required as per tender are uploaded ALONG WITH THEIR PART I ONLINE BID on GeM PORTAL. During evaluation and comparison of bids, MDL may, at its discretion, ask the bidder for clarifications on the bid. In case of shortfall documents, opportunity may be given to the bidder to submit the shortfall/supportive document through GeM portal. Bidder to note that the shortfall information/documents will be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then.

Bidders shall regularly check their GeM bid status on GeM portal for any such clarifications. Bidders are expected to provide clarification before the deadline on GeM portal. if the bidder does not comply or respond by the date, his offer will be liable to be rejected

No change in prices or substance of the bid shall be sought, offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained.

28. **Tie Breaker:**
When multiple vendors quote same price for particular item(s)/services under such situation, following action in given sequence shall be done:
a. Supplementary bid asking for discount to be obtained.
b. Lottery option to be exercised after above options are not conclusive.

29. **Option Clause**
MDL retains the right to increase/decrease the ordered quantity by up to 50 % at any time, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period).

30. Additional Instructions:

(a) The bidder shall also abide to all statutory requirements, Official Secret Act 1923, Security and Safety Rules as per references, which are part of this tender. If contractors' employees are not adhering to the health, safety and environment norms and the contractors not equipping their employees with suitable safety gears, will be viewed seriously. For non-adherence to above will be levied as per extant guidelines of Security and Safety Rules prevailing time to time, to the contractor without prejudice to other rights to enforce the safety requirements.

(b) MDL shall not be bound by any printed conditions or provisions in the sellers' bid forms or acknowledgement of contract, invoices, packing list and any other documents which purport to impose any conditions at variance with the tender terms / final negotiated & accepted terms.

(c) No claims by the firms will be entertained after 03 years from date of execution/completion of order.

(d) Once the Local Content declaration / certification is committed at tender submission stage, the same cannot be altered subsequently at technical negotiation stage or after award of contract. Doing so would be treated / considered as false declaration by bidder and necessary action shall be initiated including debarment as deemed fit.

(e) Public Grievance Cell: Details of the Public Grievance Cell is as below;

i. President - Shri R. R. Kumar, ED(Tech). Email ID – rrkumar@mazdock.com
ii. Member – Shri A K Chand, GM(HR). Email ID – akchand@mazdock.com
iii. Member – Shri E R Thomas, GM(Tech). Email ID – erthomas@mazdock.com
iv. Member – Shri S C Mandal, GM(Tech). Email ID – smandal@mazdock.com

(f) **Complaints / Grievance**: Any complaints / grievances relating to implementation of revised Public Procurement (Preference to Make in India) Order 2017, issued on 19.07.2024 shall be taken up by Public Grievance Cell of MDL headed by ED(Tech). Fees for filing a complaint under the order shall be Rs. 10,000/- per case. The complaints shall be filed to the Chairman, Public Grievance Cell. 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. The fee shall be deposited in MDL's Account by NEFT. 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 shall be borne by the complainant and paid by the complainant before referring the matter.

The Bank Account details of MDL are as follows:

Beneficiary's Name:	Mazagon Dock Shipbuilders Limited
Name of Bank:	State Bank of India
Branch:	Mazagon Br. Branch Code 9054
Bank Address:	Mazagon Branch, Mazagon, Mumbai - 400 010.
Telephone No. of Bank:	23752802
Account No.:	10005255246
Account Type:	Current Account
IFSC Code:	SBIN0009054
RTGS Code:	SBIN0009054
NEFT Code:	SBIN0009054

(g) **Corrigendum** to the Bid, if any, shall be published on GeM Portal and MDL website. Bidders are advised to visit the GeM Portal and MDL website regularly to remain updated for any such Corrigendum. It is bidder's responsibility to check the GeM Portal, MDL website for any Corrigendum.

31. Contact Details for Queries: All bidders are requested to get their queries, if any, clarified in advance (i.e., 7 days in advance to tender closing date) to avoid last minute delay. In case of any clarifications regarding tender, bidders are requested to contact the following executives.

Dept.	Name of Executives	Contact No	Email
Technical	Mr. Vinay Chaurasia, DGM (Hull)	022 2376 3671	vchaurasia@mazdock.com
	Mr. Anil Kichak OIC/DGM (Hull)	022 2376 3569	akichak@mazdock.com
Commercial	Mr. Shashikant Javalkar DM (C-MP)	022 2376 3232	ssjavalkar@mazdock.com
	Mr. Shantaram Kurkute DGM(C-MP)	022-2376 3252	skurkute@mazdock.com

32. Note: -

a. Bidders who are debarred under PPP MII order 2017, GeM, CPPP including Tender holiday issued by MDL will be rejected.
b. Bidders asking for exemption against Start-up certificate, has to submit declaration that the start-up certificate submitted is valid as on date for exemption.
c. Bids received without mandatory site visit and not submitted site declaration form as attached in SOW will be rejected.
d. Non-compliance/non-acceptance to any of the terms and conditions of the tender is liable for rejection.
e. Any deviation in delivery period is liable for rejection.
f. Firm has to submit the contact details like E-mail address, Name of the person, Phone number for further communications.
g. LD will be applicable as per GeM Terms & Condition.

33. Checklist of Documents to be uploaded at the time of bid: -

i. **Acceptance of detailed Scope of Work/ Technical Specification as attached in SOW of bid document (Sign and Stamp On each Page Of SOW)**
ii. **Bidder should fill the format of Technical Particulars as per (Bid Part-1) of SOW.**
iii. **Purchase Order copies and its work completion certificates as per Technical Pre-Qualification Criteria.**
iv. **OEM authorization certificate (on OEM letterhead) or If bidder is OEM for Offered Product, then delectation of OEM for offered product on their letter head required as per Enclosure-16.**
v. **MSME Udyam Certificate of latest year 2025-26**
vi. **Average turnover including Audited Balance Sheet & Profit & Loss Statement for last 3 years, F.Y. 2022-23,2023-24, 2024-25 as per Commercial Prequalification Criteria.**
vii. **Shop & Establishment Certificate or Certificate of Incorporation or Factory Licence issued by government agency as per Commercial Prequalification Criteria.**
viii. **GSTIN certificate all pages**
ix. **PAN card**
x. **Cancelled Cheque**
xi. **NEFT mandate certified by bank (Bank account details certified by bank).**
xii. **Local Contain Declaration on OEM letter head (As per Enclosure-11 in GeM tender)**
xiii. **Undertaking of conflict of interest as per Enclosure-17 (Sign and Stamp On each Page)**
xiv. **Bidder should fill the format of Enclosures- 1 to 19 & submit with Sign and Stamp on each Page.**
xv. **Acceptance of all Tender terms & conditions (i.e., ePBG, Warranty, Delivery Period, Offer Validity, Payment Terms, LD applicability, GeM GTC, etc.) on Bidder letter head (Any Deviation not acceptable)**

Enclosures to be submitted: -

Enclosure-1	Scope of work / supply.
Enclosure-2	Rate sheet
Enclosure-3	GENERAL CONDITIONS OF CONTRACT (GCC) FOR GOODS
Enclosure-4	TEF Acceptance Format.
Enclosure-5	GCC Acceptance Format.
Enclosure-6	Deviation sheet.
Enclosure-7	Proforma Bank Guarantee for Performance Security
Enclosure-8	Declaration Certificate for Local Content
Enclosure-9	Contact Details of Bidder
Enclosure-10	Official Secret Act 1923
Enclosure-11	Undertaking For Conflict of Interest
Enclosure-12	Revised Public Procurement (Preference to Make in India) Order 2017, issued on 19.07.2024

Enclosure-1

SCOPE OF WORK/SUPPLY

Scope includes supply of following items along with relevant Documents & Certificates:

DETAILED SCOPE OF WORK

Supply of Low Height Hydraulic Jack Sets for Submarine Construction Applications

1. Purpose

This specification covers the design, manufacture, testing, supply, delivery, commissioning, and warranty support of complete low-height hydraulic jack sets required for submarine construction, assembly, alignment, positioning, and lifting activities in confined spaces.
The hydraulic jack sets shall be suitable for heavy-duty industrial applications and shall be supplied as complete ready-to-use systems.

2. Quantity And Capacity

1. 10-Ton Hydraulic Jack Set - 30 Nos

3. Scope of Supply

Each Hydraulic Jack Set shall consist of:

- Low Height Hydraulic Cylinder (Piston Type)
- Hand Operated Hydraulic Pump suitable for 700 bar operation
- Hydraulic Hose (minimum 2 mtr length)
- Quick Connect Coupler Set (Male & Female)
- Dust Caps and Dust Plugs
- Pressure Gauge with Adaptor
- Hydraulic Oil for initial filling and commissioning of the complete system
- Carrying/Storage Case (where applicable)
- Operation & Maintenance Manual
- Factory Test Certificate
- Warranty Certificate
- One Complete Repair Kit/Seal Kit per Jack Set
- The supplied set shall be complete in all respects and ready for immediate operation without requiring procurement of any additional accessories, consumables, or hydraulic oil by the purchaser.

4. Technical Specifications

10 Ton Low Height Hydraulic Jack Set
Hydraulic Cylinder

- Capacity : Minimum 10 Ton
- Type: Single Acting, Spring Return
- Maximum Operating Pressure: 700 Bar
- Stroke : Minimum 38 mm
- Collapsed Height : Maximum 88 mm
- Extended Height : Maximum 126 mm
- Saddle Type : Hardened Steel Saddle
- Material : High Strength Alloy Steel
- Surface Finish : Corrosion Resistant
- Dust Seal : Provided
- Coupler : Quick Connect Type
- Weight-Approx. 2.5–4.5 kg

अनिल किचक
ANIL KICHAK
उप महाप्रबंधक (हल-पूर्व. खंड)
DGM (HULL-EY)
माझगांव डॉक शिपबिल्डर्स लिमिटेड
MAZAGON DOCK SHIPBUILDERS LIMITED

Hydraulic Pump

- Hand Operated Two-Speed Pump
- Maximum Working Pressure: 700 Bar
- Oil Reservoir suitable for complete cylinder stroke
- Integral Pressure Relief Valve
- Pressure Gauge Connection Provision

5. Common Technical Requirements

- All hydraulic cylinders shall be low-height type suitable for restricted access locations.
- Cylinders shall be capable of operation in vertical and horizontal positions.
- Working pressure of complete system shall be 700 Bar.
- Cylinders shall be spring-return type.
- Hydraulic hoses shall be rated for minimum 700 Bar working pressure.
- Hose assembly shall be supplied with quick-connect couplers.
- All seals shall be suitable for hydraulic oil service.
- Cylinders shall be fitted with hardened saddles.
- Equipment shall be designed for heavy-duty industrial lifting applications and should sustain minor fall.
- Spare parts support shall be available in India for a minimum period of 10 years from supply.
- Hydraulic oil (OEM recommended) shall be supplied along with each hydraulic jack set in ample quantity in sealed condition for complete filling, testing, commissioning, and initial operation of the hydraulic system.

6. Repair Kit

- One complete repair kit shall be supplied with each hydraulic jack set.
- The repair kit shall include:
- Complete Seal Kit
- O-rings
- Backup Rings
- Wiper Seals
- Dust Seals
- Other wear parts recommended by OEM

7 . Inspection and Testing

- The supplier shall provide:
- Factory Acceptance Test Certificate
- Hydraulic Pressure Test Report
- Load Test Certificate
- The purchaser reserves the right to inspect the equipment prior to dispatch.

8. Trials for Approval, Technical Evaluation and Training

One set of jacks of capacity 10T,30T,50T,100T each to be submitted for trial to be conducted by MDL at its premises for a period of 7 days. The material to be accepted on successful demonstration & confirmation of tender specifications.

अनिल किचक
ANIL KICHAK
उप महाप्रबंधक (हल-पूर्व. खंड)
DGM (HULL-EY)
माझगांव डॉक शिपबिल्डर्स लिमिटेड
MAZAGON DOCK SHIPBUILDERS LIMITED

The bidder shall arrange demonstration of the offered hydraulic jack sets at purchaser's premises whenever called upon.

Demonstration shall include operation of jack, pump, hose assembly, pressure gauge, couplers and accessories.

The bidder shall provide all necessary manpower, tools and consumables required for demonstration.

Training shall be provided to the adequate nos. of staff, nominated by the consignee, during commissioning of the tool covering operations, trouble shooting.
Successful demonstration shall form part of technical qualification criteria.

9. Warranty

Warranty shall be minimum 12 months from date of commissioning or 18 months from date of supply, whichever is earlier.

Any manufacturing defects, seal failures, leakage, workmanship defects or component failures occurring during warranty period shall be rectified/replaced free of cost.

10. Delivery Schedule

Complete quantity shall be delivered within 8 to 10 weeks from the date of Purchase Order (PO).

11. Documentation

The supplier shall provide:

- Technical Catalogue
- Operation & Maintenance Manual
- Spare Parts Catalogue
- Test Certificates
- Warranty Certificate
- Country of Origin Certificate
- Compliance Statement against Technical Specification

12. Acceptance Criteria

The equipment shall be accepted only after:

- Verification of quantity and accessories.
- Successful inspection and testing.
- Submission of all required documents and certificates.
- Compliance with all technical specifications.
- Successful demonstration of operation.
- Supply of one repair kit with each jack set.

The hydraulic jack sets shall be suitable for low-clearance submarine construction, alignment, assembly, positioning, and lifting applications and shall be supplied as complete ready-to-use packages.

अनिल किचक
ANIL KICHAK
उप महाप्रबंधक (हल-पूर्व, आउ
DGM (HULL-EY)
माझगांव डॉक शिपबिल्डर्स लिमि
MAZAGON DOCK SHIPBUILDERS LI

Hydraulic Jack for Sub Marine Construction Application as per specifications:

Enclosure-2

Rate sheet

Sl. No.	Service Description	QTY.	Unit	GST %	Basic Unit Price (Rs)	Basic Total Price (Rs)	Total Price inclusive of GST(Rs)
100	10 Ton Low Height Hydraulic Jack Set Hydraulic Cylinder • Capacity: Minimum 10 Ton • Type: Single Acting, Spring Return • Maximum Operating Pressure: 700 Bar • Stroke: Minimum 38 mm • Collapsed Height: Maximum 88 mm • Extended Height: Maximum 126 mm • Saddle Type: Hardened Steel Saddle • Material: High Strength Alloy Steel • Surface Finish: Corrosion Resistant • Dust Seal: Provided • Coupler: Quick Connect Type • Weight-Approx. 2.5–4.5 kg Hydraulic Pump • Hand Operated Two-Speed Pump • Maximum Working Pressure: 700 Bar • Oil Reservoir suitable for complete cylinder Stroke • Integral Pressure Relief Valve • Pressure Gauge Connection Provision	30	NOS		Quoted/Not quoted	Quoted/Not quoted	Quoted/Not quoted

Enclosure-3

GENERAL CONDITIONS OF CONTRACT (GCC) FOR GOODS

The word 'Purchaser' refers to MAZAGON DOCK SHIPBUILDERS LIMITED, (MDL), a Company within the meaning of Companies Act, 2013 and it includes its successors or assignees.

The word 'Bidder' (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any legal entity such as firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies/ Consortium/ Joint Venture etc. participating in a procurement process.

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

Unless otherwise indicated specifically by the bidder / contractor in his bid, it shall be construed as his acceptance of all the conditions mentioned in this GCC.

1. **TENETS OF INTERPRETATION:**
   Unless where the context requires otherwise, throughout the contract:

   (a) The heading of these conditions shall not affect the interpretation or construction thereof.

   (b) Writing or written includes matter either whole or in part, in digital communications, manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal or digitally acceptable authentication, as the case may be.

   (c) Words in the singular include the plural and vice-versa.

   (d) Words importing the masculine gender shall be taken to include other genders, and words importing persons shall include any company or association or body of individuals, whether incorporated or not.

   (e) Terms and expression not herein defined shall have the meanings assigned to them in the Contract Act, 1872 (as amended) or the Sale of Goods Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended) or of INCOTERMS, (current edition published by the International Chamber of Commerce, Paris) as the case may be.

   (f) Any reference to 'Goods' shall be deemed to include the incidental Works/Services also.

   (g) Any generic reference to GCC shall also imply a reference to TEF as well.

   (h) In case of conflict, provisions of TEF shall prevail over those in GCC.

   (i) Any reference to 'Contract' shall be deemed to include all other documents (inter-alia GCC, TEF).

   (j) Any reference to any legal Act, Government Policies or orders shall be deemed to include all amendments to such instruments, from time to time, till date.

   (k) Fall Clause shall be expressly applicable in the case of Rate Contract.

2. **LANGUAGE OF CONTRACT:**
   Unless otherwise stipulated in TEF, the contract shall be written in the Official Language or English. All correspondence and other contract documents, which the parties exchange, shall also be written/ translated accordingly in that language. For purposes of interpretation of the contract, the English documents/ translation shall prevail.

3. **GOVERNING LAWS AND JURISDICTION:**
   3.1 **Governing Laws and Jurisdiction**

   (a) This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.

   (b) Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Purchase

   Order/Contract/Letter of Intent has been issued. The courts of such a place shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

3.2 **Changes in Laws and Regulations**

Unless otherwise stipulated in the contract, if after the last deadline for the bid submission (Techno-commercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the contractor has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

4. 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.

5. PERMITS, APPROVALS AND LICENSES:

Whenever the supply of Goods and incidental Services requires that the contractor obtain permits, approvals, and licenses from local public authorities, it shall be the contractor's sole responsibility to obtain these and keep these current and valid. Such requirements may include but not be restricted to export licence or environmental clearance if required. If requested by the contractor, MDL shall make its best effort to assist the contractor in complying with such requirements in a timely and expeditious manner, without any dilution of the Contractor's responsibility in this regard.

6. TRANSFER OF TITLE OF GOODS:

(a) Unless otherwise stated in the contract, notwithstanding any inspection and approval by the Inspecting Officer on the contractor's premises, or any payments made to the contractor, property in the Goods (and resultant rights and liabilities) shall not pass on to MDL

until the Goods have been received, inspected, and accepted by the consignee. The Goods and every constituent part thereof, whether in the possession or control of the contractor, his agents or servants or a carrier, or the joint possession of the contractor, his agents or servants and MDL, his agents, or servants, shall remain in every respect at the risk of the contractor, until their actual delivery to a person stipulated in the contract, as the interim consignee for despatch to the consignee. The Contractor shall be responsible for all loss, destruction, damage, or deterioration of or to the Goods from any cause whatsoever while the Goods after approval by the Inspecting Officer are awaiting despatch or delivery or are in the course of transit from the contractor to the consignee or interim consignee, as the case may be. The Contractor shall alone be entitled and responsible for making claims against any carrier in respect of non-delivery, short delivery, mis-delivery, loss, destruction, damage, or deterioration of the Goods entrusted to such carrier by the contractor for transmission to the consignee or the interim consignee as the case may be.

(b) Provided that where, under the terms of the contract, the Goods are required to be delivered to an interim consignee for despatch to the consignee, the Goods shall be at MDL's risk after their delivery to the interim consignee.

7. EXTENSION OF DELIVERY PERIOD:

(a) If at any time during the currency of the contract, the contractor encounters conditions hindering timely delivery of the Goods and performance of incidental Works/ Services, he shall promptly inform MDL in writing about the same and its likely duration. He must make a request to MDL for an extension of the delivery schedule. On receiving the contractor's communication, MDL shall examine the situation and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages and with and without denial clause by issuing an amendment to the contract.

(b) Conditions for Extension of Delivery Period

When the period of delivery is extended due to unexcused delay (Note: please ensure that unexcused delay is defined. Otherwise replace "unexcused delay" with the "delays attributable") by the contractor, the amendment extending the delivery period shall, inter alia, be subject to the following conditions:

(i) Liquidated Damages

MDL shall recover from the contractor, under the provisions of this clause, liquidated damages on the Goods and incidental Works/Services, which the contractor has failed to deliver within the delivery period stipulated in the contract.

(ii) Denial Clause

(aa) No increases in price on account of any statutory increase in or fresh Imposition of GST, customs duty or on account of any other taxes/ duty/ cess/ levy), leviable in respect of the Goods and incidental Works/ Services stipulated in the said contract which takes place after the original delivery date, shall be admissible on such of the said Goods, as are delivered after the said date; and

(ab) Notwithstanding any stipulation in the contract for an increase in price on any other ground, including price variation clause or foreign exchange rate variation, or any other variation clause, no such increase after the original delivery date shall be admissible on such goods delivered after the said date.

(ac) Nevertheless, MDL shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, customs duty or on account of any other Tax or duty or any other ground as stipulated in the price variation clause or foreign exchange rate variation or any other variation clause which takes place after the expiry of the original delivery date.

(c) Liquidated damages

If the contractor fails to deliver any or all of the Goods or fails to perform the incidental Works/ Services (e.g. installation, commissioning or operator training) within the time frame(s) incorporated in the contract, MDL shall, without prejudice to other rights and remedies available to MDL under the contract, deduct from the contract price, as agreed liquidated damages, but not as a penalty, a sum equivalent to the 0.5 % percent (excluding taxes) of the delivered price of the delayed Goods and/ or incidental Works/ Services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 10% of the delayed Goods' or incidental Works/ Services' contract price(s). Besides liquidated damages during such a delay, the denial clause shall also apply. Any failure or delay by any subcontractor, though their employment may have been sanctioned shall not be admitted as aground for any extension of time or for exempting the contractor from liability for any such loss or damage as aforesaid.

8. 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:

1. 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.

2. 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 subclause 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 Riskand-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.

9. CLOSURE OF CONTRACT:

The contract shall stand closed upon successful performance of all obligations by the firm, including completion of warrantee obligations and final payment. If no claim is received within 03 years from last supplies/services, then no claim shall be entertained thereafter.

10. COMMUNICATION AND LANGUAGE FOR DOCUMENTATION:

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

11. PRESERVATION AND MAINTENANCE:

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

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

12. FREIGHT AND INSURANCE:

(a) For Indigenous Bidders- Bidder shall quote for 'Door Delivery to Purchaser,' all charges towards door delivery viz. transport, Insurance charges etc. shall be borne by the Bidder /Supplier / Contractor.

(b) For Foreign Bidders-For overseas bidders, bidder shall agree for supplying the goods on CIF/CIP, Incoterm basis. The Bidder / Supplier / Contractor shall immediately on despatch of the items, inform all relevant details of despatch such as Order Number, Bill of Lading/AWB Number marked as Freight Paid, Insurance policy/document, number of packages, value of consignment, invoice number etc. as per contractual terms.

13. DEMURRAGE:

Storage, and Demurrage, fines etc. charges will be payable by the Bidder / Supplier / Contractor for all shipments in case of improper documentation, wrong declarations, error in weight measurements, packing list, invoice, late receipt of documents etc. i.e. for reasons which are not attributable to the purchaser.

14. CANCELLATION OF TENDER:

The Purchaser reserves the right to cancel/withdraw the tender in to 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.

15. PURCHASER'S PROPERTY:

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

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

16. REJECTION OF MATERIALS:

If the Goods, or any portion thereof of the equipment found defective / rejected, the Supplier / Contractor shall collect the same from MDL's Stores, all incidental charges being borne by him (inclusive of Custom duty, if payable), within 30 days from the date of intimation to the Supplier / Contractor of such rejection. If not collected within 30 days, MDL shall recover storage charges @ 1 % per month maximum up to 5% of cost of rejected items. MDL reserves the right to dispose of the rejected items at the end of a total period of six months in any manner to the best advantage to MDL and recover consequential damages maximum up to order value.

17. RECOVERY-ADJUSTMENT PROVISIONS:

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

18. 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.

19. 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.

20. SUBCONTRACT AND RIGHT OF PURCHASER:

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

21. 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.

22. AGENTS/AGENCY COMMISSION:

The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor/stockiest of original manufacturer of the goods referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommended to the Buyer or any of its functionaries, whether officially or unofficially , to the award of the Contract / Purchase order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward , fees, commission or consideration to such person, party, firm or institution , whether before or after the signing of this Contract / Purchase order, the Seller will be liable to refund that amount to the Buyer. The seller will also be debarred from participation in any RFQ/Tender for new projects/program with Buyer for a minimum period of five years. The buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the buyer in terms of the Contract along with interest at the rate of 2% per annum or 6% whichever is higher above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and base rate of SBI plus 2% (for Indian Vendors). The Buyer will also have the right to recover any such amount from any contracts concluded earlier with Buyer.

23. 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.

24. 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.

25. EXPORT LICENCE:

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

26. BANNED OR DE-LISTED CONTRACTORS / SUPPLIERS:

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

27. 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.

28. DISPUTE RESOLUTION MECHANISM AND ARBITRATION:

(a) Dispute resolution mechanism (DRM)

i) Any dispute/differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations at HoS/HoD level.

ii) In case of non-settlement by (i) above, if at any time, before, during or after the contract period any unsettled claim, dispute or difference arose between the parties, upon or in relation to or in connection with or in any way touching or concerning this tender/agreement/order/contract, the same shall be referred to the concerned Functional Director. The Functional Director shall then nominate an Executive of the rank of General Manager whom he thinks fit and competent or a Committee of Executives who/which shall then scrutinise the claims/disputes that have been referred to the concerned functional Director and make efforts for amicable settlements by mutual discussions/negotiations.

iii) In case no amicable settlement is arrived by (ii) above within a period of three months, then the contractor shall approach Public Grievance Cell and address the disputes as per the provisions made under the relevant clause of the contract.

iv) In case the issues/disputes do not get settled within a period of six months from the date of submission of the dispute to the Grievance Cell, then the contractor may invoke Arbitration Clause of the contract.

(b) Arbitration:

Unresolved disputes/differences, if any, shall then be settled by Arbitration. The Arbitration proceedings shall be conducted at Mumbai, India, in English Language, under the Arbitration and Conciliation Act, 1996 as amended from time to time and the rules thereunder. MDL prefers to have arbitration through Institutes such as Indian Council of Arbitration (ICA)/ICA-DR, Mumbai Centre for International Arbitration, International Chamber of Commerce (ICC), Singapore International Arbitration Centre (SIAC) with the mutual consent of the parties. In case of unresolved difference/dispute between the Purchaser and Supplier, being Central Public Sector Enterprises/Central Govt. departments, the disputes shall be resolved firstly through mutual discussion or through the empowered agencies of the Govt. or through arbitration by reference by either party to the department of Public Enterprises, as per extant guidelines. If disputes/differences remain unresolved/unexecuted, the same shall be referred first to the Cabinet Secretariat and then, if necessary to the PMO. Any changes to arbitration clause must be vetted by HOD (Legal) before incorporation in contract/PO.

29. 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.

30. SAFETY:

The Contractor / Bidder must observe all safety precautions in connection with the work to be performed by him, his agents or labourers. In the event of any accident happening in our yard resulting in loss of lives or otherwise damaging any part of the property, the contractor shall be required to make good the loss to the Company and shall be responsible for all consequences that follow from the loss and / or injuries to the persons involved in such accidents. The standard of safety to be observed in the Company shall be decided by the Executive-in-Charge Safety, or any Executive appointed for the purpose before the commencement of work in the yard. It will be essential for contractor to ascertain the standard precautions which contractor is required to observe in discharging his work as per the standards prevalent in MDL. The decision of MDL in matters concerning Safety shall be final and binding on the contractor. The Contractor / Bidder shall be required to provide his workmen with Boiler Suits of any suitable colour other than blue or white, with the Name of the Contractor in prominent letters on the boiler suits along with personal protection gears like safety shoes, hand gloves etc. workmen of the Contractor / Bidder must wear throughout their working while in the premises of MDL. Contractor's workmen working without safety gears are to be disallowed for work.

31. FORCE MAJEURE:

If at any time during the execution of the goods / service order, the performance in whole or in part by either Purchaser or and by the Bidder(s) / Supplier(s) / Contractor(s) is / are delayed by any reason of force majeure situations such as acts of civil war, civil commotion, sabotage, hostilities, war, fires, explosions, epidemics, natural calamities like floods, earthquakes, volcanoes, storms, acts of God and laws of respective governments or any other causes beyond the control of either parties, hereinafter referred to as "events", provided notice of the occurrence of such event/s is / are communicated by either party, to the other party within 21 days from the date of occurrence thereof, neither party shall by reason such events be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance and or delay in performance of the contract / order. Executions on either side shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of Purchaser as to whether activities can resume or not, shall be conclusive and final. Occurrence of the events to be certified by Chamber of Commerce / Indian High Commission or Embassies / Government in that Country.

The performance in whole or in part under the captioned tender / contract is prevented or delayed by reason of any such event for a period exceeding sixty days either party may at its option terminate the contract / further processing of the tender. The relative obligations of both the parties remain suspended during the actual period of force majeure.

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

32. 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:

32.1 Corrupt practice

Making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution.

32.2 Fraudulent practice

Any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract.

32.3 Anti-competitive practice

Any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of MDL, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels.

32.4 Coercive practice

Harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

32.5 Conflict of interest

Participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of MDL who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from MDL with an intent to gain unfair advantage in the procurement process or for personal gain.

32.6 Obstructive practice

Materially impede MDL's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding MDL's rights of audit or access to information.

Enclosure-04

TEF ACCEPTANCE FORMAT
(Bidders requested to fill complete details as)

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
MATERIAL DEPARTMENT

TENDER ENQUIRY NO.: GEM/2026/B/8138099

TEF CLAUSE No.	BIDDER'S REMARK ACC/DEV	TEF CLAUSE No.	BIDDER'S REMARK ACC/DEV	TEF CLAUSE No.	BIDDER'S REMARK ACC/DEV
1.		2.		3.	
4.		5.		6.	
7.		8.		9.	
10.		11.		12.	
13.		14.		15.	
16.		17.		18.	
19.		20.		21.	
22.		23.		24.	
25.		26.		27.	
28.		29.		30.	
31.		32.			

COMPANY'S NAME & ADDRESS :

_____

_____

_____

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

NOTES:

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

Enclosure-05

Acceptance Form for General Conditions of Contract (GCC) for Goods

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

To,
HOD (C-EY)
MATERIAL PURCHASE DEPT.
MAZAGON DOCK SHIPBUILDERS LIMITED MUMBAI-10

TENDER ENQUIRY No.: GEM/2025/B/8138099

GCC CLAUSE No.	BIDDER'S REMARK	GCC CLAUSE No.	BIDDER'S REMARK	GCC CLAUSE No.	BIDDER'S REMARK
1.		2.		3.	
4.		5.		6.	
7.		8.		9.	
10.		11.		12.	
13.		14.		15.	
16.		17.		18.	
19.		20.		21.	
22.		23.		24.	
25.		26.		27.	
28.		29.		30.	
31.		32.			

COMPANY'S NAME & ADDRESS:

_____

_____

_____

SIGNATURE :
DATE :

NAME :

DESIGNATION :
BIDDER'S COMPANY SEAL:

NOTES:

1. Bidder confirms to have carefully read the General Terms & Conditions (GT&C) of the Tender Enquiry prior to filling up this acceptance format.
2. Bidder confirms to have indicated "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
3. In case of any deviations taken, **Bidder confirms to have attached Separate Sheet** indicating all relevant details such as Number & description of the Clause, Reasons for the Deviation and suggested Alternative(s).
4. Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example, Clause no. A10 means – Clause nos. A11, A12, A13.

Enclosure -06

Format of Deviation Sheet

(To be made on Bidder's Company Letterhead, duly signed & stamped, dated and submitted along with the offer by the Bidder)

Deviation Sr. No.	Page Sr. No and Enclosure Reference No. as relevant of the Tender Enquiry	Clause Number for which the Deviation is Sought	Brief Text Description of the Clause	Reasons for Deviation	Suggested Alternative
1.					
2.					
& so on…					

COMPANY'S NAME & ADDRESS:

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

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Enclosure–07

PROFORMA BANK GUARANTEE FOR PERFORMANCE SECURITY

(ILLUSTRATIVE FORMAT)

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

1. IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED (Formerly known as MAZAGON D O C K 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 Registered office at .....(hereinafter called the Contractor/ Supplier which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for the supply , delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order and the Purchaser having agreed that the Contractor / Supplier shall furnish a security for the performance of the Contractor's / Supplier's obligations and/or discharge of the Contractor's / Supplier's liability in connection with the said order and the Purchaser having agreed with the Contractor/Supplier to accept a performance guarantee, We, ……Bank having office at ..... (hereinafter referred to as "the Bank" which expression shall includes its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) being **5%** of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non-performance and non-fulfillment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.

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

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

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

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

6. We, ... Bank also agree that the Bank's liability under this guarantee shall not be affected by any change in the constitution of the Contractor / Supplier or dissolutionor 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 up to 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 authorized to sign on behalf of "the Bank")

NOTE:

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

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Enclosure-08

DECLARATION CERTIFICATE FOR LOCAL CONTENT

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

THE BIDDERS SHALL PROVIDE THIS CERTIFICATE FROM STATUTORY AUDITOR OR COST AUDITOR OF THE COMPANY (IN CASE OF COMPANIES) OR FROM A PRACTICING COST ACCOUNTANT OR PRACTICING CHARTED ACCOUTANT (IN RESPECT OF SUPPLIER OTHER THAN COMPANIES) GIVING THE PERCENTAGE OF LOCAL CONTENT.

IN RESPECT OF BID/ TENDER No_____

ISSUED BY: **Mazagon Dock Shipbuilders Ltd**

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

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

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

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

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

(d) I understand that a bidder can seek benefit of either Public Procurement Policy for MSEs –Order 2012 or Public Procurement (preference to Make in India) Order 2017 and not both and once the option is declared / selected it is not permitted to be modified subsequently.

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

Tender Item Sr No	Local content calculated as above %	Location of local value addition (Location shall be the specified as name of city or district, etc. Location as name of country will be considered as ambiguous and such bids shall be rejected)
1		
2		

Attach separate sheet **duly signed** if the space not sufficient.

Note:
1) Local content percentage shall be declared item wise or tender wise strictly as per the terms of the tender.
2) Format for actual local content declaration shall be provided to successful bidder along with PO copy. It is binding on the successful bidder to submit the actual local content declaration post PO placement & Execution as mentioned in tender.

(f) I accept that the Procurement Authority / Institution / MDL / Nodal Ministry has the right to request that the local content be verified in

terms of the requirements of revised Public Procurement (preference to Make in India) Order 2017 dated 16.09.2020 and I shall furnish the document / information on demand. Failure on my part to furnish the data will be treated as false declaration as per PPP MII Order 2017. In case of contract being awarded, I undertake to retain the relevant documents for 7 years from date of execution.

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

SIGNATURE: _____ **DATE: _____**

Seal / Stamp of Bidder

Enclosure-09

CONTACT DETAILS OF BIDDER

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

Details of Authorized Representatives; (Three Levels)

1.

Name:	
Designation	
Direct Landline Number:	
Mobile Number:	
Email id:	

2.

Name:	
Designation	
Direct Landline Number:	
Mobile Number:	
Email id:	

3.

Name:	
Designation	
Direct Landline Number:	
Mobile Number:	
Email id:	

Enclosure-10

OFFICIAL SECRET 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 authorized 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.

Enclosure-11

UNDERTAKING REGARDING CONFLICT OF INTEREST

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. The bidder shall be considered to have a conflict of interest in this tender process and execution of the resultant contract in the following situations: -
   i) 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;
   ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
   iii) 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
   iv) 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;

Note: The undertaking by the bidders for above para (Conflict of Interest among Bidders/ Agents) to be submitted along with Part I bid.

SIGNATURE: _____ **DATE: _____**

Seal / Stamp of Bidder

Enclosure-12

No. P-45021/2/2017-PP (BE-II)-Part(4)Vol.II
Government of India
Ministry of Commerce and Industry
Department for Promotion of Industry and Internal Trade
(Public Procurement Section)

Vanijya Bhawan, New Delhi
Dated: 19 July,2024

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

Subject: Public Procurement (Preference to Make in India), Order 2017– Revision; regarding.

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5, 10 & 13] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018, Order No.P-45021/2/2017-B.E.-II dated 29.05.2019, Order No.P-45021/2/2017-B.E.-II dated 04.06.2020 and Order No.P-45021/2/2017-B.E.-II dated 16.09.2020 hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017" dated 19.07.2024 effective with immediate effect.

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order is issued:

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions**: For the purposes of this Order:
   'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

Explanatory notes for calculation of local content given above

a. Imported items sourced locally from resellers/distributors shall be excluded from calculation of local content.
b. The license fees/royalties paid/ technical charges paid out of India shall be excluded from local content calculation.

c. Procurement/Supply of repackaged/refurbished/rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of repackaged/refurbished/rebranded imported products is as follows;

'Refurbishing' means repair or reconditioning of an imported product does not amount to manufacture because no new goods come into existence.

'Repackaging' means repacking of imported goods from bulk pack to smaller packs would not ordinarily amount to manufacture of a new item.

'Rebranding' means relabeling or renaming or change in symbol or logo/makes or corporate image of a company/organization/ firm for an imported product would amount to rebranding.

d. To ensure that imported items sourced locally from resellers/distributors are excluded from calculation of local content, procuring entities to obtain from bidders, the cost of such locally-sourced imported items (Inclusive of taxes) along with break-up on license/royalties paid/technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.

e. For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.

'*Class-I local supplier*' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.

'*Class-II local supplier*' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order.

'*Non - Local supplier*' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.

'*L1*' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'*Margin of purchase preference*' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

'*Nodal Ministry*' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'*Procuring entity*' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include *'turnkey works'*.

2A. *Special treatment for items covered under PLI Scheme*

The manufacturers manufacturing an item under PLI scheme shall be treated as deemed Class II local supplier for that item unless they have minimum local content equal to or higher than that notified for Class-I local supplier for that item, provided the manufacturer has received incentive from the concerned PLI Ministry for the item. The above shall be applicable for the specific time period only, as notified by concerned PLI Ministry.

3. Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurement undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

3.1 Mandatory sourcing of items, with sufficient local capacity and competition, from Class-I local suppliers in SI/EPC/Turnkey Contracts/Service Tenders

a. The items, notified as having sufficient local capacity and competition, shall mandatory be sourced from Class-I local suppliers in SI/EPC/Turnkey Contracts/ Services tenders. This provision will be applicable only for those items which have been notified by the Nodal Ministry as Class I i.e. having sufficient local capacity and competition, with specific HSN codes."

b. Notwithstanding above, if in any project, it is considered that it is not practically feasible to source such items from Class I local suppliers, it may take relaxation from such stipulation with the approval of Secretary of the administrative Ministry/ Department concerned or with the approval of the Competent Authority specified by the Administrative Ministry/Department, on case-specific basis.

3A. Purchase Preference

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurement undertaken by procuring entities in the manner specified here under.

(b) In the procurement of goods or works, which are covered by para 3(b)

above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurement of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

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

(d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

3B. Applicability in tenders where contract is to be awarded to multiple bidders- In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

a. In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.
b. In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.
c. If 'Class I Local suppliers' qualify for award of contract for at least

50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

d. First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

e. To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub- paras above.

4. **Exemption of small purchases**: Notwithstanding anything contained in paragraph 3, procurement where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

4A. Exemption in sourcing of spares and consumables of closed systems:

Procurement of spare parts, consumables for closed systems and Maintenance/ Service contracts with Original Equipment Manufacturer/Original Equipment Supplier/Original Part Manufacturer shall be exempted from this Order.

5. **Minimum local content**: The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/ 'Class- II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/ 'Class-II local supplier' respectively.

6. **Margin of Purchase Preference**: The margin of purchase preference shall be 20%.

7. **Requirement for specification in advance**: The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.

8. **Government E-marketplace**: In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for

display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.

9. **Verification of local content**:
   a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
   b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
   c. 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 be required to give 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. 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 upto 10% of the contract value may be imposed. However, contract once awarded shall not be terminated on this account.
   d. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
   e. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
   f. Nodal Ministries and procuring entities may prescribe fees for such complaints.
   g. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
   h. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9

i below.

I. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
   i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
   ii. On a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
   iii. In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurement are not disrupted.

10. **Specifications in Tenders and other procurement solicitations:**
   a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
   b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
   c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.
   d. **Reciprocity Clause**
      i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.
      ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
      ii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
      iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
      v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
   e. Specifying foreign certifications/ unreasonable technical specifications/

brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.

f. "All administrative Ministries/Departments *whose procurement exceeds Rs. 1000 Crore per annum* shall notify/update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."

10A. Action for non-compliance of the Provisions of the Order: In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

11. **Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

12. **Increase in minimum local content**: The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

13. **Manufacture under license/ technology collaboration agreements with phased indigenization**: While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

13A. In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

14. **Powers to grant exemption and to reduce minimum local content**: The administrative Department undertaking the procurement (including

procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

a. reduce the minimum local content below the prescribed level; or
b. reduce the margin of purchase preference below 20%; or
c. exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

The Administrative Department, while seeking exemption under this para, shall certify that such an item(s) has not been notified by Nodal Ministry/ Department concerned under para 3 (a) of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

15. **Directions to Government companies**: In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.
16. **Standing Committee**: A standing committee is hereby constituted with the following membership:
Secretary, Department for Promotion of Industry and Internal Trade - Chairman
Secretary, Commerce—Member
Secretary, Ministry of Electronics and Information Technology—Member Joint Secretary (Public Procurement), Department of Expenditure—Member Joint Secretary (DPIIT)—Member-Convenor

The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

17. **Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee

a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
b. shall annually assess and periodically monitor compliance with this Order
c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
d. may require furnishing of details or returns regarding compliance with this Order and related matters
e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization

g. may consider any other issue relating to this Order which may arise.

18. **Removal of difficulties**: Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.

19. **Ministries having existing policies**: Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.

20. **Transitional provision**: This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.

19/7/24

(Himani Pande)
Additional Secretary to the Government of India
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