



Mazagon Dock Shipbuilders Limited
(A Government of India Undertaking)
Dockyard Road, Mumbai- 400 010.
Tender Enquiry

Division: Shipbuilding

Department: Material Purchase

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E-TENDER ENQUIRY (TWO- BID SYSTEM)
FOR THE SUPPLY OF MEDICINES ON ANNUAL RATE CONTRACT BASIS FOR THE
YEAR 2025-26

वस्तु वर्णन / ITEM DESCRIPTION	SUPPLY OF MEDICINES ON ANNUAL RATE CONTRACT BASIS FOR THE YEAR 2025-26
निविदा संख्या / TENDER NO.	2000007971
निविदा तारीख / TENDER DATE	12.11.2025

This tender pertains to the procurement of medicines available under multiple brands. Bidders to quote rate of tendered medicines only for specified brands. Offers of these medicines shall be accepted only for the brands specified in the tender, offers for any other brands will be rejected.

Dear Sir/Madam,

1. MAZAGON DOCK SHIPBUILDERS LIMITED invites competitive bids on e-procurement portal (<https://eprocuremdl.nic.in>) from reputed Bidders / Vendors in **TWO BID SYSTEM (Part-I Techno Commercial Bid and Part-II Price Bid)** for the **supply of Medicines on Annual Rate Contract (ARC)** basis for the year 2025-26.

The Tender Enquiry can be downloaded from our website: <https://eprocuremdl.nic.in> /: <https://mazagondock.in> (path: Tenders>>Shipbuilding>>Material Purchase>> SB-MP Notification >>) and from CPP Portal

Note: This tender is to be filled through E-tendering mode only on our e-procurement portal. Online Bid on our E-Procurement portal only will be accepted. Bids received other than through e-portal will not be accepted.

2. **Description of item and quantities:** The details of Generic Name/Brand Name, Manufacture's Name and respective quantities are as per **Enclosure-1**. Offers of these medicines shall be accepted only for the brands specified in the tender, offers for any other brands will be rejected.
The above-mentioned quantities are tentative. MDL reserves the right to order less or more quantities as per requirement. MDL also reserves the right, not to order the items listed above if not required.
3. **Scope of Supply:** Medicines are to be supplied on Annual Rate Contract (ARC) basis for one year. The supplies shall be on a "firm and fixed price" basis and timely deliveries to the satisfaction of MDL, with a provision to extend the period of contract by further twelve (12) months on the same terms and conditions, if required and at the sole discretion of MDL. During original contract period or

extension period of the contract (if any), no escalation in the rates shall be entertained for any reason of whatsoever nature for the total quantity of the supply as projected by MDL.

- i. The Annual quantities mentioned in the tender are tentative requirements. Supplies are to be made on as and when required basis against the progressive orders placed by MDL from time to time during the tenure of the contract.
- ii. No claim for compensation will be entertained in case the orders are placed for less OR more quantities than those mentioned in the tender.
- iii. At time of progressive delivery under ARC, the residual shelf life of each lot of medicine should be at least 60% of total shelf life.
- iv. The offer should be on the basis of free delivery to MDL Mumbai. Your quoted rates should be inclusive of Packing & Forwarding, Transportation, Insurance and Delivery charges at our store.
- v. Medicines should be systematically packed and labeled as per product name in such a way that it is easy to verify the delivered quantity.
- vi. In the event of medicine being found defective at removal from packaging for consumption, vendor shall replace the defective medicine free of cost within 15 days of receipt of communication from MDL. This clause shall be in force till the date of expiry of the medicine.

4. Validity Period:

Bids / Offers shall have the validity period of **120 days** from the tender closing date. Technically accepted bidder shall be given opportunity to accept validity as per the tender in case of shorter validity quoted by him. Non acceptance there after shall be rejected by MDL as non-responsive.

5. PROVISION FOR PURCHASE PREFERENCE IN THIS TENDER: As per PPP-MII and PPP-MSE order.

9.1. MSE CLAUSE:

Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product and MDL will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. **Line item wise ranking is applicable for present tender. Each line item is indivisible.** The Bidders are requested to quote for all items. If L-1 for any line item is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price. If the MSE seller matches the L-1 price, 100% contract for that line item will be awarded to him.

9.2. MAKE IN INDIA CLAUSE

Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. Margin for purchase preference for Class I local supplier is L-1+ 20 %. If the bidder wants to avail the Purchase preference, the

bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. Only Class-I and Class-II Local suppliers will be eligible to bid. All bidders including MSE bidders should mandatorily submit the local content declaration certificate along with their technical offer of Part-I bid. Bidders shall be categorized as Class-I Local Supplier” or “Class-II Local Supplier” or “Non-local Supplier” based on the local content declared by them in their declaration certificate. Bidders not submitting the declaration certificate or not indicating / declaring / specifying the local content percentage, place of local value addition in the declaration certificate or Bidder submitting Incomplete declaration certificate or declaration not certified by appropriate authority as per tender or bidders submitting erroneous or ambiguous or blank declaration of local content shall be liable for rejection.

The minimum local content to qualify as a Class- I and Class II local supplier is 50 % and 20 % respectively. The bidders are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

6. PRE-QUALIFICATION CRITERIA

i.Commercial Prequalification Criteria:

- a. The average annual financial turnover of ‘The bidder’ during the last three years, ending 31st March 2024 should be atleast Rs. 22.50 Lakhs as per the annual report (audited balance sheet and profit and loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant.
- b. Bidders Shop and establishment registration certificate or registration certificate from registrar of firms or certificate of incorporation from Registrar of Companies (Not required for permanent registered vendors with MDL).

ii.Technical Prequalification Criteria:

- a. Pharmacy/ Distributor should have a valid drug license issued by competent authority (FDA Form 20-B, 21-B and /or 21-C)
- b. The value of the similar supplies (medicines) during last 3 years should not be less than Rs. 22.50 lakh. Bidder has to submit the PO copies along with Work Completion Certificate (WCC) for in this regard. In case client issued WCC is not available, bidder may submit the invoices of submitted PO with self-declaration on letter head stating work completed successfully or may also submit the inspection release report of submitted POs.
- c. At time of progressive delivery under ARC, the residual shelf life of each lot of medicine should be at least 60% of total shelf life. An undertaking to this effect must be submitted by bidder.

Note: MSEs and Start ups shall be given 100% relaxation of prior turnover and prior experience subject to meeting of quality and technical specifications.

7. Instructions to the Bidders for uploading the Techno-Commercial Bid and the Price Bid through E-Procurement Portal as per ENCLOSURE-5.

- i. Following should be uploaded with Part-I Bid (Techno Commercial Bid).
 - a. **Acceptance on clauses** of Tender Enquiry (TEF), General Conditions of Contract (GCC) in the Prescribed Formats stating ‘Accepted OR Deviation’ as applicable for each of the clause.

- b. **Blank Rate Schedule** Format clearly indicating 'QUOTED / NOT QUOTED' as applicable against each of the listed item in the prescribed format. Please mention applicable taxes in percentage. The applicable taxes to be indicated in %.
- c. **Deviation Sheet** in case of any deviations from Terms, Conditions & Technical requirements specified in the Tender Enquiry (TEF), GCC.
- d. Shop and establishment certificate.
- e. Scan copy of valid Bank details for payment by RTGS/NEFT/ in the format enclosed (New bidders only).
- f. Scanned image of PAN card shall be uploaded.
- g. Balance sheet and profit & loss account statement of last three years.
- h. Bidder should submit copy of Valid certificate issue by FDA (FDA Form 20-B, 21-B and /or 21-C).
- i. Declaration certificate for Local content.
- j. Submit duly filled declaration / certificate as per **Annexure-A** towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.
- k. Details of GeM seller ID on company letter head. Bidders shall mandatorily obtain the unique GeM Seller ID and submit the same to MDL prior to Price Bid opening.
- l. Undertaking for not debarred as per Enclosure-10.
- m. Confirmation of manufacturer as per Enclosure-11

ii. Part-II (Price Bid):

- a. Bidders shall quote the prices as per prescribed Price Format / Rate sheet (BOQ) available on e-procurement portal along with applicable Duties, Taxes and Levies.
- b. Bidders are requested to show the break up regarding taxes, duties & levies as applicable in the bid.

8. Earnest Money Deposit (EMD)/BID BOND:

- i. **Bidders to submit EMD of an amount Rs. 90,000/- (Rupees Ninety Thousand only)** by way of NEFT / Demand Draft / Pay order / Bank Guarantee / Insurance Security Bond / e-Bank Guarantee in favour of Mazagon Dock Shipbuilders Limited, Mumbai from the list of Banks approved by SBI / Canara Bank published on MDL website. Crossed DD / Pay Order issued by Co-operative banks however may be considered.
- ii. It is **mandatory** that the scanned image of proof of NEFT / Demand Draft / Pay order / Bank Guarantee / Insurance Security Bond / e-Bank Guarantee shall be uploaded at Part-I tender stage. If the scanned image of above or proof of exemption from submission of EMD is not uploaded in Part-I stage, bid shall be rejected. The original of the scanned copy of EMD (BG) should reach HOD (C)/ Dealing Executive within seven days from the tender closing date.
- iii. The scanned image of proof of Electronic transfer shall reflect bank transaction/transfer reference. The amount of EMD shall reach MDL in its bank account within 7 MDL calendar days from the tender closing date under the same bank transaction/transfer reference which is reflecting in the enclosed proof of Electronic transfer.
- iv. The bid bond / Bank Guarantee should be valid for 120 Days + 4 weeks from the tender closing date. BG format is annexed herewith at **Enclosure-7**.
- v. Bidders to advise their bank/banker to send EMD directly to commercial department to dispense with additional step of verification of authenticity of signatories.
- vi. Offers with non-submission of EMD shall be categorically rejected other than exempted category.
- vii. EMD of unsuccessful bidders will be returned after finalization of the tender and shall be interest free.

Note: MDL bank details for Direct Electronic transfer are given at Enclosure – 3

EMD is exempted for following cases:

- i. State & Central Government of India Departments & Public Sector Undertakings.
- ii. Firms registered with MDL. To qualify for EMD exemption, firms should necessarily submit valid copy of the Registration Certificate issued by MDL, for the items / services for which the offer is being submitted. Firms in the process of obtaining MDL registration will not be considered for EMD exemption.
- iii. Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and are manufacturer of the offered Product and give specific confirmation to this effect at the time of bid submission and claim EMD exemption and whose credentials are validated online through Udyam Registration website of Ministry of MSME.
- iv. Firms registered with NSIC under its “Single Point Registration Scheme”. (Exemption will apply only to items/services for which they are registered. To qualify for EMD exemption, firms should necessarily submit valid copy of the Registration Certificate along with the list of items / services for which they are registered, as issued by NSIC, in Part-I offer / bid. Firms in the process of obtaining NSIC registration will not be considered for EMD exemption.
- v. Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP).
- vi. Common/Deemed DPSU registered vendors qualify for EMD exemption. Such firms shall submit valid copy of the registration certificate issued by DPSUs (other than MDL) for the items / services for which the offer is being submitted in Part-I offer/bid. Firms in process of obtaining registration in other DPSUs will not be considered for EMD exemption.
- vii. Green Channel Status vendors qualify for EMD exemption. Such firms shall submit valid copy of the Green channel certificate issued by MoD for the items for which the offer is being submitted in Part-I offer/bid. Firms in process of obtaining this certificate will not be considered for EMD exemption.

9. Land Border Clause (Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017).

- i. MoF DoE vide OMs No 6/18/2019-PPD dated 23 Jul 2020 & 24 Jul 2020 and OM No F.7/10/2021/-PPD(1) dated 23.02.2023 has promulgated restrictions and procedure for buying from a bidder from a country which shares a land border with India under GFR Rule 144 (xi) on the grounds of Defence of India and National Security for information and compliance.
- ii. The Orders stipulate mandatory registration with competent authority and seeking certificate of compliance with this Order from the bidder from a country which shares a land border with India in the tender process. Exclusions from these restrictions have also been enlisted in the Order. The Competent authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- iii. Provisions of the Order shall be appropriately included in the tenders.
- iv. Procurement of spare parts and other essential service support like Annual Maintenance Contract (AMC) / Comprehensive Maintenance Contract (CMC), including consumables for closed systems, from Original Equipment Manufacturers (OEMs) or their authorized agents shall be exempted from the requirement of registration as mandated under Rule 144(xi) of GFRs 2017 Public Procurement Order issued in this regard (OM No.F.12/1/2021-PPD(Pt.) dated 02.03.2021).

- v. A bidder is permitted to procure raw material, components etc. from the vendors from countries which shares a land border with India. Such vendors will not be required to be registered with Competent Authority, as it is not regarded as "sub-contracting". However, if bidder has proposed to supply finished goods procured directly/ indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.

10. BID REJECTION CRITERIA:

- i. **Categorical Rejection Criteria:** The following conditions / deviations are non-negotiable and therefore any bid falling under these conditions / deviations shall 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 e-portal (in case of e-tender).
 - c. Bidders who are debarred under PPP MII order 2017, GeM, CPPP including Tender holiday issued by MDL.
 - d. Bids received without EMD (other than those who are exempted from payment of EMD).
- ii. **Liabe for Rejection Criteria:** Non-compliance/non-acceptance to any of the terms and conditions of the tender shall render the bid liable for rejection. Bidders are required to submit deficient techno-commercial documents and clarifications within the duration / date stipulated by MDL failing which their bids will be rejected.

11. PRICING: Bidders shall quote the prices of tendered items (indicated in the BOQ) for delivery of these items in MDL Dispensary on door delivery basis. The prices quoted shall remain firm and fixed during the validity period of the rate contract.

Note: After finalization of rate contract, progressive orders will be placed as per the requirement against rate contract.

12. Terms of Payment:

- i. Payment for the value of supplies, as reduced by any deductibles and/or the amount leviable towards liquidated damages, if any and after including GST shall be made through RTGS /NEFT within 15 days after receipt and acceptance of the items as per the ordered terms against submission of documents in Triplicate including Delivery challan(s), Invoice and other documentation as relevant. Bidders shall furnish all the necessary details like name of the bank / branch, branch code No, bank account no in their technical bid as per the RTGS/NEFT/ECS format provided with the tender enquiry.
- ii. Payment shall be made as per actual quantity received and accepted. The bills to be addressed to DGM (C-MP) and should be forwarded / submitted to Invoice Receipts Section located at South Yard Gate, opposite to Reception Centre, Mazagon Dock Shipbuilders Ltd, Dockyard Road, Mumbai: - 400010.
- iii. The date of receipt and acceptance of the material by MDL will be considered as start date for releasing payment within 15 days.
- iv. **MSME vendor Payment through TReDS:**

- a. MDL is registered for TReDS online platform with A.TREDS Ltd, M1Xchange and RXIL to facilitate payments to MSMEs through TReDS. At TReDS, auctioning of invoices at competitive and transparent environment is done by financiers based on Buyer's credit profile.
- b. MSE bidders desirous to receive payments through TReDS platform may avail the facility if they are already registered on TReDS platform or by registering on any one of the service provider.
 - "Invoicemart" TReDS platform or by registering on it.
Contact details at "Invoicemart" TReDS platform are as below:
022 6235 7373 and mail id service@invoicemart.com.
 - "M1xchange" TReDS platform or by registering on it.
Contact details at "M1xchange" TReDS platform are as below:
+919920455374 Ms Ashwathi Jayandran
email id: ashwathi.jayandran@m1xchange.com
+91 8839915724 Ms Priyanka Shah
email id: prinyaka.shah@m1xchange.co
- c. MSE bidders upon successful delivery shall submit their invoices along with the mandated enclosures at MDL, central receipt section. MSE vendors, desirous to receive payments through a particular TReDS platform must submit their TReDS details along with the invoice at MDL, central receipt section. Upon receipt and acceptance of the supplied material and receipt of invoices with the mandated enclosures, MDL shall process the invoice for payment on that particular TReDS platform. Any unfinanced invoices / invoices of MSE bidders seeking payment from MDL directly shall be processed as per the standard payment terms agreed in PO / contract.

Note:

- i. Format for the declaration for TDS has to be submitted as per **Annexure – B** annually after the award of the contract.
- ii. **E-Invoice as per Rule 48(4) of GST Act:**

The vendors, whose aggregate turnover in any preceding financial year from FY 2017-18 onwards, exceeds INR 5 crore as per GST Act or as applicable from time to time, will have to issue an e-Invoice with a Quick Response (QR) code and Invoice Registration No.(IRN). It is important to note that MDL will not be entitled for Input Tax Credit (ITC)/GST on a vendor Invoice which is not compliant with the above e-Invoice notification.

Wherever GST is applicable, payment will be released against e-Invoice, or Invoice accompanied with vendor's self-declaration that "we do not fall under the category of registered persons notified under Rule 48(4) of the Central GST Rules, 2017 and we are not required to comply with e-Invoicing provisions under GST Act, as our aggregate turnover in any preceding financial year from 2017- 18 onwards has not exceeded INR 5 crore as per GST Act".

13. DELIVERY:

- i. The delivery of the material shall be done within **two weeks** from the date of progressive order during the entire period of the contract.
- ii. Delivery of Medicine shall be to MDL Medical & OHS center. Vendor shall arrange for transportation, manpower and vendor representative shall be present in person to complete all

- formalities as required for passage of good through security, good receiving section, Inspection section etc. till goods are handed over to Pharmacist.
- iii. The seller shall arrange dispatch of goods by appropriate Rail / Road / transport mode as per the order to 'GOODS RECEIVING SECTION and further to designated store/ user dept. on working days (Monday to Friday) between 8.00 hrs to 15.00 hrs (Lunch Time 11.30 to 12.00 hrs). In case truck/tempo reaches our yard beyond above time the same may be retained over night at your risk & cost.
 - iv. Following document should be submitted in triplicate along with material: -
 - a. Delivery challan (Passed In by CISF),
 - b. Invoice
 - c. Progressive order copy and amendment copy if applicable (photo copy)
 - d. Packing list
 - v. Supply on MDL Holidays: Request for permission for delivery on Saturday / Sunday / holidays if required, should be submitted 3 working days prior to the date of holiday, to Personnel department and Security through concerned Dept.

14. RECEIPT INSPECTION BY MDL:

- i. MDL CMO or his representatives will carry out necessary inspection of the items on receipt in the MDL Yard, on the basis of an appropriate quality assurance system and Inspection system requirements of MDL & the Inspection documents submitted by suppliers.
- ii. Any objection raised by the above team against quality of medicine or any other aspect shall be satisfactorily corrected by the supplier at his expenses including replacement as may be required immediately by acceptable quality.
- iii. Medicines damaged during transit shall also be replaced by the supplier immediately by acceptable quality.
- iv. Expired medicines / poorly packed medicines or medicines whose residual shelf-life is less than the 60% of total shelf life will be rejected.

15. Ranking of Bids & Determination of L-1 Bidders:

- i. Ranking of Price bids received for each line item shall be done on the basis of item wise price (exclusive of GST) quoted by the bidders and lowest price bid for each item will be considered for ordering purpose.
- ii. In case of composition category bidder, since the firm is not allowed to charge GST, the evaluation of the bid will be on the price quoted by the bidder.

Note: On-line ranking visible to the bidders after opening part II price bid is without loading parameters. However, the lowest bid will be evaluated offline by applying all applicable loading parameters and clarifications negotiated before Price Bid Opening, during techno-commercial scrutiny /TNC meeting.

16. Performance security (Performance Bank Guarantee cum Security Deposit)

- i. Successful bidder to submit a Performance security of an amount of 5 % of the value of the contract (excluding taxes & duties) .
- ii. Performance security may be furnished in the form of NEFT / Demand Draft / Pay order / Bank Guarantee / Insurance Security Bond / e-Bank Guarantee in favour of Mazagon Dock Shipbuilders Limited, Mumbai from the list of Banks approved by SBI / Canara Bank published on MDL website.

- iii. Performance Security is to be furnished within 25 days after notification of the award of contract and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.
- iv. In cases where the supplier / contractor has not submitted the Performance security and already commenced supply, MDL has the right to withhold the Performance security from his bills. In such case, interest is to be recovered for the period starting from 26th day of transmission / notification of order/contract by any mode on the amount involved at the rate of SBI BPLR plus 2%.
- v. The performance security will be forfeited and credited to MDL's account in the event of a breach of contract by the contractor. It should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects
- vi. No exemption can be granted to any unit including MSME, SSI units and MDL Registered suppliers.
- vii. In case of failure to submit performance security by the supplier within 25 days of transmission / notification of order by any mode, EMD will be forfeited and MDL reserves the right to cancel the order and invoke the risk purchase clause.
- viii. In the event of defects due to poor workmanship leading to non-performance of the Item and bidder failure to attend the Guarantee/Warranty defects within 45 days from date of intimation or as agreed during TNC the performance security shall be forfeited.
- ix. If it is established that the contractor has failed to comply with the Guarantee/warranty obligations, the PSBG will be encashed by MDL. MDL's decision in this regard shall be final and binding on the supplier / contractor.

17. TOLERANCE: A tolerance of +/- 2% of ordered quantity is permitted in respect of supplied material, due to standard packing of material, if any.

18. LIQUIDATED DAMAGES: If the contractor fails to deliver any or all of the Goods 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 of the delivered price of the delayed Goods for each week of delay or part thereof until actual delivery, subject to a maximum deduction of the 5% of the delayed Goods' contract price(s) .

19. TAXES AND COMPLIANCE OF GST:

- i. GST shall be payable extra as quoted and agreed as per GST Laws.
- ii. In case of purchases of goods/services from unregistered dealers under GST Laws, GST will be paid by MDL under reverse charge mechanism.
- iii. Benefits from reduction in rate of tax/ITC is required to be passed on to consumer. Where "applicable GST" has been quoted as extra, Goods and service providers (except un-registered dealers under GST Law) have to submit declaration that they have

complied with 'Anti-profiteering clause' under GST Law. Such declaration be given in technical bid.

- iv. If the vendor is registered under GST, vendor shall mention the HSN code for goods and/or services in their tax invoice, etc. These codes must be in accordance with GST Laws and responsibility of specifying correct HSN codes for goods and/or services is that of the vendor. MDL shall not be responsible for any error in HSN code for goods and/or services specified by supplier / contractor. Supplier /Contractor shall pay penalty and/ or interest imposed on MDL or any loss due to delay in availing ITC by MDL or any loss of ITC to MDL due to errors by vendors at any stage. MDL reserves right to recover any such interest, penalty or loss from any amount due to supplier /contractor or otherwise .
- v. In case, MDL is unable to avail ITC, supplier/contractor at their own cost shall rectify the shortcoming in the returns to be filed immediately thereafter. Further, if the ITC is delayed / denied to MDL / reversed subsequently as per GST Laws due to non / delayed receipt of goods and / or services and / or tax invoice or expiry of timelines prescribed in GST Laws for availing ITC, non-payment of taxes or non-filing of returns or any other reason not attributable to MDL, supplier /contractor shall pay any loss of amount along with interest and penalty on MDL under GST Laws for the number of days the ITC was delayed.
- vi. If the short coming is not rectified by supplier/contractor and MDL ends up in reversal of credits and / or payments, supplier /contractor is fully liable for making good all the loss incurred by MDL. MDL reserves right to recover any interest, penalty or loss from any amount due to supplier /contractor or otherwise.
- vii. If the vendor is registered under GST, the GST registration number (15 digit GSTIN) issued by GoI shall be mandatorily provided by the vendor. Vendor having multiple business verticals within state / at multiple states with separate GST registration numbers shall forward GSTIN of only that vertical which is involved in supply of goods and/or services. MDL GSTIN is 27AAACM8029J1ZA and vendor shall mention the same while invoicing and avoid any data entry error on GST portal.
- viii. If the vendor is registered under GST; Vendor shall ensure timely submission of invoice as per the provisions / requirement / timeline promulgated by GOI in relation to GST Law with all required supporting documents to enable MDL to avail input tax credit promptly. The vendors invoice inter alia should contain GSTIN of vendor, GSTIN of MDL (i.e. 27AAACM8029J1ZA), GST tax rate separately, HSN code wise goods or services, place of supply, signature of vendor, etc. Original invoice needs to be submitted to Bill Receipt Centre at MDL gate, and a copy of the invoice should be given to the goods receiving section (GRS).
- ix. If the vendor is registered under GST, vendor shall file all applicable returns under GST Laws in the stipulated time and any losses of tax credit to MDL arising due to delay in filing will be recovered from their invoice wherever MDL is eligible to avail tax credit. Any default towards payment of tax and / or uploading of monthly returns by supplier/contractor, MDL retains right to withhold payments towards tax portion until the same is corrected and complied by the supplier/contractor with the requirement of GST along with satisfactory evidence.
- x. The rate sheet enclosed with the tender will indicate the rates to be entered under each head wherever applicable. Bidders must clearly mention the applicable taxes and duties. The item-wise rates (Inclusive of packing forwarding, freight & insurance)

quoted in the rate sheet should exclude taxes and duties. Bidder should indicate GST rates as applicable separately under each of the head in the same Rate sheet, which will be paid extra based on tax invoice to the extent applicable. The GST will be applicable on total basic rate of each item (Inclusive of packing forwarding, freight & insurance).

- xi. Supplier / contractor will not be entitled to any increase in rate of taxes occurring during the period of extended delivery completion schedule if there is delay in supplies / completion attributed to him. However, if there is a decrease in taxes, the same must be passed on to MDL
- xii. Wherever all-inclusive prices are quoted by the Tenderer(s) without bifurcation of tax elements, no escalation can be considered in respect of any variations in statutory levies arising subsequently because of the absence of the required base figures in the purchase order / contract.

20. 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. 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.

21. MDL reserves the right to accept any or all offers in part / full without assigning any reasons whatsoever. In case of any dispute, our decision in this matter shall be final and legally binding on you. Further MDL also reserves the right to consider placement of Order, in part or in full, against the tendered quantity.

22. OPTION CLAUSE:

MDL retains the right to place orders for an additional quantity up to 50% of the originally contracted quantity at the same rate and terms & conditions of the contract, during the currency of the contract.

23. CONTRACT PERIOD:

Contract Period will be for One Year (12 Months) subject to meeting all the requirements including quantity, quality and timely deliveries to the satisfaction of MDL, with a provision to extend the period of contract by further twelve (12) Months on the same rates, terms and Conditions at MDL's Discretion.

24. MODIFICATIONS TO THE BIDS:

Bidders desirous of submitting modified bids prior to the closing date & time may do so by submitting the revised bid on line not later than the deadline for submission of the bid. Please note that, modified bid shall be submitted through E-procurement system only.

25. The contract will be governed by GCC. However In case of discrepancy, clauses mentioned in Tender, Technical Scope and Rate sheet will override the clauses mentioned in other annexures including GCC.

26. Public Grievance Cell: A public grievance cell has been set up in the company. Details of the authority to whom grievances are to be addressed for redressal is indicated below:

- President - Shri R. R. Kumar, ED(Tech). Email ID – rrkumar@mazdock.com
- Member – Shri A K Chand, GM(HR). Email ID – akchand@mazdock.com

- Member – Shri E R Thomas, GM(Tech). Email ID – erthomas@mazdock.com
- Member – Shri S C Mandal, GM(Tech). Email ID – smandal@mazdock.com

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

28. In case bidders are unable to submit their offer against this tender, we would appreciate a regret letter citing reasons for not quoting.

29. Cartel Formation

Cartel Formation/Pool Rates 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. Besides, suitable administrative actions 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. MDL may also debar the tenderers indulging in cartel formation/collusive bidding/bid rigging for a period of two years from participation in any MDL tender.

30. Contact Person for any clarification:

In case of any clarifications, bidders are requested to contact the undersigned, before the closing date of the tender.

E mail: brautela@mazdock.com	Tel. No.: (022) 2376 2149
E mail: vmurali@mazdock.com	Tel. No.: (022) 2376 2145

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

Yours faithfully,
For MAZAGON DOCK LIMITED,

Bharat Rautela
Deputy Manager (Comm-Material Purchase)

Enclosure	-	1	:	List of Medicine Under Supply
Enclosure	-	2	:	Price Bid format
Enclosure	-	3	:	MDL Bank details for Direct Electronic Transfer
Enclosure	-	4	:	General Conditions of Contract (GCC)
Enclosure	-	5	:	Instruction for e-tendering
Enclosure	-	6	:	Performa bank guarantee for Security Deposit Cum Performance Gurantee
Enclosure	-	7	:	Performa bank guarantee for EMD
Enclosure	-	8	:	Official Secret Act 1923
Enclosure	-	9	:	Undertaking regarding conflict of interest
Enclosure	-	10	:	Undertaking for not debarred
Enclosure	-	11	:	Confirmation of being manufacturer of offered product
Annexure	-	A	:	Declaration of Compliance of order
Annexure	-	B	:	Format for the declaration for TDS

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Uploaded on e-procurement portal:

- i. TEF Acceptance form
- ii. GCC Acceptance form
- iii. Un-price Bid Form
- iv. Vendor details Form
- v. BOQ - Price Bid Rate Sheet

The following reference documents and formats are available on MDL website
<https://mazagondock.in>

(path: Tenders>>Shipbuilding>>Material Purchase>> SB-MP Notification >>)

- i. Proforma Bank Guarantee for SD.
- ii. RTGS / NEFT Format.
- iii. Statutory requirements, Official Secret Act 1923 & Safety clause.
- iv. Make in India declaration by bidder.

THE PRODUCT DETAILS AND QUANTITIES OF THE MEDICINES					
Sr No.	Material Code	Material Description	Manufacturer/ Distributor	<u>Required Quantity</u>	<u>Unit</u>
100	90900090	ADHESIVE TAPE (2.5CMX5M)	JOHNSON & JOHNSON LTD.,KALIDAS MADHAVJI & CO (KEMCO),RAHUL BROTHERS,DILIP SURGICALS,DOSHI HOSPICARE,AGELN SURGICAL &HEALTHCARE,ADHESHWAR	120	EA
200	90900100	ADHESIVE TAPE (5CMX5M)	JOHNSON & JOHNSON LTD.,KALIDAS MADHAVJI & CO (KEMCO),RAHUL BROTHERS,DILIP SURGICALS,DOSHI HOSPICARE,AGELN SURGICAL &HEALTHCARE,ADHESHWAR	120	EA
300	90900160	COTTON TRIANGULAR BANDAGE(90 CM X 90 CM X120 CM)	KALIDAS MADHAVJI & CO (KEMCO),RAHUL BROTHERS,DILIP SURGICALS,DOSHI HOSPICARE,AGELN SURGICAL &HEALTHCARE,ADHESHWAR	240	EA
400	90900030	DYNACREPE (10CMX4M)	HEM & CO. ,JOHNSON & JOHNSON LTD. ,ROOKEE DISTRIBUTORS,KALIDAS MADHAVJI & CO (KEMCO),RAHUL BROTHERS,DILIP SURGICALS,DOSHI HOSPICARE,AGELN SURGICAL &HEALTHCARE	240	EA
500	90900020	DYNACREPE (8CMX4M)	HEM & CO. JOHNSON & JOHNSON LTD. ROOKEE DISTRIBUTORS,KALIDAS MADHAVJI & CO (KEMCO),RAHUL BROTHERS,DILIP SURGICALS,DOSHI HOSPICARE,AGELN SURGICAL &HEALTHCARE,DISHASURGICALS	180	EA
600	90601020	CHLOROXYLE NOL IP 4.8 % W/V + TERPINEOL BP 9.0 % V/V + ALCOHOL DENATURED	RECKITT BENCKISER(INDIA)PVT LTD,HEM & CO. JOHNSON & JOHNSON LTD. ROOKEE DISTRIBUTORS,KALIDAS MADHAVJI & CO (KEMCO),RAHUL BROTHERS,DILIP SURGICALS,DOSHI HOSPICARE,AGELN SURGICAL &HEALTHCARE	60	EA
700	90900140	COTTON GAUZE ROLLBANDAGES (5CMX3M)	RAHUL BROTHERS ,DILIP SURGICALS,,KALIDAS MADHAVAJI &CO (KEMCO),DOSHI HOSPICARE,AGELN SURGICAL &HEALTHCARE,ADHESHWAR	1800	EA

800	90900150	COTTON GAUZE ROLL BANDAGES (7.5CMX3M)	RAHUL BROTHERS,DILIP SURGICALS,,KALIDAS MADHAVAJI &CO (KEMCO),DOSHI HOSPICARE,AGELN SURGICAL &HEALTHCARE,ADHESHWAR	1200	EA
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900	90900120	ABSORBANT GAUZE (45CMX18M)	RAHUL BROTHERS,DILIP SURGICALS,KALIDAS MADHAVAJI &CO (KEMCO),DOSHI HOSPICARE,AGELN SURGICAL &HEALTHCARE,ADHESHWAR	240	EA
1000	90900170	SOFTTOUCH STERILE SWAB (5CMX5CMX8P LYX5NOS)	RAHUL BROTHERS,DILIP SURGICALS,KALIDAS MADHAVAJI &CO (KEMCO),DOSHI HOSPICARE,AGELN SURGICAL &HEALTHCARE,ADHESHWAR	600	EA
1100	90203007	NON STERILE EXAMINATION RUBBER GLOVES (MEDIUM SIZE) 100 PIECES/BOX	SURGICARE,PIONEER,SOFT HAND,AUCTUS HEALTHCARE,DR CHIOSE,NULIFE,AGLEN,MEDINO RM,SARA CARE	1200	EA
1200	90203008	DISPOSABLE PLASTIC GLOVES (MEDIUM SIZE)25PIECES/ BOX	PLASTI SURGE INDUSTRIES PVT LTD,SURGICARE,PIONEER,SOFT HAND,AUCTUS HEALTHCARE,NULIFE,AGLEN,M EDINORM,SARA CARE	1200	EA
1300	90900130	ABSORBENT COTTON WOOL I.P. (300GMS)	RAHUL BROTHERS,DILIP SURGICALS,,KALIDAS MADHAVAJI &CO (KEMCO),DOSHI HOSPICARE,AGELN SURGICAL &HEALTHCARE,ADHESHWAR	120	EA
1400	90708000	TAB METRONIDAZO LE(400 MG)	ALKEM LABORATORIES LIMITED ARISTO PHARMACEUTICALS PVT. LTD. . J. B. CHEMICAL & PHARMA , NICHOLAS PIRAMAL INDIA LIMITED	6000	EA
1500	90400000	TAB RANITIDINE (150MG)	CIPLA, GALPHA LABORATORIES LIMITED . GLAXO SMITHKLINE LIMITED . TORRENT PHARMACEUTICALS PVT LTD. ZYDUS CADILA HEALTHCARE LIMITED.	36000	EA

1600	90400040	TAB RABEPRAZOLE (20mg)	LUPIN,KHANDELWAL, SUN PHARMA, DR REDDY,CIPLA,MANKIND,AZZUR A PHARMA PVT LTD,FDC	2400	EA
1700	90400090	TAB PANTOPRAZOL E 40 MG	ARISTO, SUN PHARMA, ZYDUS CADILA ,ALKEM,MANKIND,CIPLA,PENEC IA BIOTECH,FDC,LINK LIFE SCIENCE,EISEN PHARMA	72000	EA
1800	90810030	TAB-- ATORVASTATI N 10mg EZETIMIBE 10mg	FDC,CIPLA,USV,ALKEM,TORREN T,ELDER,PIRAMAL HEALTH CARE,RANBAXY,LUPIN, J B CHEMICAL ,KHANDELWAL ,ZUVENTUS, MANKIND,ZYDUS CADILA	1200	EA
1900	90201130	TAB LOSARTAN 50 MG	CHEMICAL INDIA &PHARMA LAB (CIPLA),USV,ALKEM LABORETORIES LTD,RANBAXY LAB LTD, CENTAUR PHARMACEUTICALS., INDOCO REMEDIES,FDC ,SUN PHARMA,ZYDUS CADILA,TORRENT PHARMA	2000	EA

2000	90501000	TAB FUROSEMIDE 40MG	AVENTIS PHARMA LTD. BENGAL CHEMICAL & PHARMACEUTICALS HINDUSTAN ANTIBIOTICS LTD. INDIAN DRUGS & PHARMACEUTICALS LTD. KARNATAKA ANTIBIOTICS AND PHARMACEUTICAL, RAJASTHAN DRUGS & PHARMACEUTICALS ,SANOFI,MOREPEN LAB	600	EA
2100	90002020	TAB CARBAMAZEPI NE 200 MG	NOVARTIS,INTAS ,CHEMICAL INDIA &PHARMA LAB(CIPLA),SUN PHARMA ,ABBOTT,TORRENT,MICRO LAB	120	EA
2200	90301220	SALBUTAMOL INHALER MDI (100 MCG/DOSE)200 METERED DOSES	CHEMICAL IND & PHARMA LAB(CIPLA) GERMAN REMEDIES PRIVATE LTD. GIRDHARLAL & COMPANY, GLAXO SMITHKLINE LIMITED . LUPIN LABORATORIES PVT LTD. NATIONAL MARITIME FOUNDATION NOVACARE DRUG SPECIALITIES PVT. LTD RANBAXY LAB. LIMITED . ZYDUS CADILA HEALTHCARE LIMITED.	240	EA
2300	90609020	TAB CHLORZOXAZ ONE 250 MG+ DICLOFENAC 50	MICRO LABS LIMITED PLUS PHARMACEUTICALS . RANBAXY LAB. LIMITED . SUN PHARMACEUTICALS . WIN MEDICARE LTD	3600	EA

		MG,PARACETA MOL 500MG			
2400	9010003 0	CIPROFLOXAC IN EYE/EAR DROPS 10 ML	ALKEM LABORATORIESLTD,ALLERGAN INDIA LTD,CHEMICAL IND & PHARMALAB (CIPLA)F.D.C.LTD,NOVACARE DRUG SPECIALITIES PVT LTD,ZYDUS CADILA HEALTHCARE LTD	300	EA
2500	9010013 0	OFLOXACIN 0.3% EYE DROPS (5 ML)	CADILA PHARMACEUTICALS LTD,. CHEMICAL IND & PHARMA LAB(CIPLA) F. D. C. LIMITED ., INDOCO REMEDIES LIMITED SUN PHARMACEUTICALS ,SUNWAYS INDIA LTD	120	EA
2600	9060124 0	OINT. SILVERSULPH ADIAZINE 1% (20 gm)	CENTAUR PHARMACEUTICAL PVT.LTD. ELDER PHARMACEUTICALS LIMITED . EMCURE PHARMACEUTICALS LIMITED, RANBAXY LAB. LIMITED, . ZYDUS CADILA HEALTHCARE LIMITED.SUN PHARMA	1200	EA
2700	9060701 0	TAB IBUPROFEN 400 MG	CIPLA,ABOTT,BIOCHEM,OMEGA,A RISTO,KAPL.	300	EA
2800	9060713 0	ACECLOFENA C 100 MG & PARACETAMO L 325 MG	CHEMICAL IND & PHARMA LAB(CIPLA) GLAXO SMITHKLINE LIMITED . GLENMARK PHARMACEUTICALS LTD INDOCO REMEDIES LIMITED NOVACARE DRUG SPECIALITIES PVT. LTD,WOCKHARDT LIMITED,ELAN PHARMA ,LINK LIFE SCIENCE,ARISTO,INTAS,IPCA,	600	EA
2900	9081400 0	TAB SERRATIOPEPT IDASE 10 MG	CADILA PHARMACEUTICALS LTD. , GLAXO SMITHKLINE LIMITED . , LUPIN LABORATORIES PVT LTD. NICHOLAS PIRAMAL INDIA LIMITED SWISSKEM HEALTHCARE	600	EA

3000	9060707 0	TAB DICLOFENAC SODIUM (50MG)	BIOCHEM,NOVARTIS,CIPLA , J B CHEMICALS ,LUPIN,TROIKAA,MICRO LAB ,ZYDUS CADILA,MERK,FRANCO INDIA,SUN PHARMA,AZZURA PHARMA PVT LTD,TROIKA DR	2400	EA
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			REDDY'S LAB,MANKIND PHARMA,FRANCO INDIA		
3100	90607270	TAB IBUPROFEN 400 MG +PARACETAMOL 325 MG	NOVARTIS,AVENTIS,INDOCO,THE MIS,SUN PHARMACEUTICALS,LUPIN ,GLENMARK,AZZURA PHARMA PVT LTD	12000	EA
3200	90001210	TAB- PARACETAMOL 650MG	GSK,MICRO LAB,INDOCO,IPCA,CIPLA,AZZURA PHARMA PVT LTD	7200	EA
3300	90801110	HUMAN INSULIN MIXED (30/70)- 40iu/ML-10ML	WOCKHARDT LIMITED ,ELI LILLY,BIOCON,LUPIN ,NOVONORDISK	240	EA
3400	90801170	TAB VOGLIBOSE 0.3mg	GLENMARK PHARMACEUTICALS LTD PFIZER LTD. RANBAXY LAB. LIMITED . TORRENT PHARMACEUTICALS PVT LTD. UNICHEM LABOROLARIES LTD.,SANOFI AVENTIS,FRANCO INDIA,AZZURA PHARMA PVT LTD,SUN PHARMA,ZUVENTUS PHARMA,INTAS PHARMA,LUPIN LTD,DR REDDY'S LAB,USV LTD,ABBOTT,	7200	Nos
3500	90801130	TAB GLIMEPIRIDE (2 MG)	ALKEM LABORATORIES LIMITED CENTAUR PHARMACEUTICAL PVT.LTD. CHEMICAL IND & PHARMA LAB(CIPLA) INDOCO REMEDIES LIMITED NICHOLAS PIRAMAL .TORRENT.PANACEA BIOTEC.J B CHEMICALS.INTAS.ARISTO. WALLACE.INDIA LIMITED PFIZER LTD. RPG LIFE SCIENCES . U S VITAMIN(INDIA) LTD. WOCKHARDT LIMITED,SANOFI AVENTIS,FRANCO INDIA,AZZURA PHARMA PVT LTD,FRANCO INDIA ,FDC	9600	Nos
3600	90802000	TAB VIT C 500 MG	GSK, ABBOTT, IDPL,ARISTO,AZZURA PHARMA PVT LTD	12000	EA

3700	90704010	TAB DOXYCYCLIN 100 MG	ARISTO PHARMACEUTICALS PVT. LTD., GALPHA LABORATORIES LIMITED, . INDIAN DRUGS & PHARMACEUTICALS LTD., , LUPIN LABORATORIES PVT LTD, , U S VITAMIN(INDIA) LTD, ZYDUS CADILA HEALTHCARE LIMITED, DR REDDY, LAA PHARMA, OMEGA	1200	EA
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3800	90702020	TAB NORFLOXACIN (400MG)	ALKEM LABORATORIES LIMITED, CHEMICAL IND & PHARMA LAB(CIPLA) ,. MERIND LIMITED ,. NOVACARE DRUG SPECIALITIES PVT. LTD , RANBAXY LAB. LIMITED ,. TORRENT PHARMACEUTICALS PVT LTD.	600	EA
3900	90702040	TAB LEVOFLOXACIN 500 MG	LUPIN , CIPLA, MACLEODS, SUN PHARMA, FDC, DR REDDY, AZZURA PHARMA PVT LTD, GLEMARK	600	Nos

4000	90702030	TAB NORFLOXACIN 400MG + TINIDAZOLE 600 MG	CIPLA, ALKEM, MACLEODS, ZYDUS CADILA, SUN PHARMA	1800	EA
4100	90703020	TAB ROXITHROMYCIN (150MG)	ALEMBIC, CIPLA, RANBAXY, IPCA, MANKIND, BIOCHEM, ALKEM, CADILA PHARMACEUTICALS , SUN PHARMA	600	EA
4200	90812000	TETANUS TOXOID (0.5ML)	BIOLOGICAL HAFKINE BIO - PHARMA CORPN. LTD., SERUM INSTITUTE OF INDIA(P) LTD.	2400	EA
4300	90001190	SYP PARACETAMOL 125MG/5ML	ALKEM LABORATORIES LIMITED, CADILLA HEALTH CARE ,. EMCURE PHARMACEUTICALS LIMITED, MICRO LAB,	180	EA
4400	90811010	SYP CETRIZINE (5MG/5ML)- 30ML	INDOCO REMEDIES LIMITED, U S VITAMIN(INDIA) LTD., CIPLA,	60	EA
4500	90003060	SYP DOMPERIDONE 1MG/ML - 30ML PACK	IPCA LABORATORIES LTD, KNOLL PHARMACEUTICALS ,. TORRENT PHARMACEUTICALS PVT LTD., MANKIND, CIPLA	60	EA

4600	90405020	SYP FLAGYL F 60 ML	NICHOLAS PIRAMAL INDIA LIMITED ,J B CHEMICALS,TORRENT PHARMA,	60	EA
4700	90801006	TENELIGLIPT IN 20MG	AKUMENTIS HEALTHCARE LTD, CORONA REMEDIES PVT LTD, SYSTOPIC ARISTO PHARMA, CADILLA ALEMBIK TORRENT ERIS LIFE SCIENCE MACLEODS PHARMA, ZYDUS CADILLA, MANKIND PHARMA, MICROLAB INTAS PHARMA, UNICHEM INTAS PRECISE CHEMI PHARMA PVT LTD, MACLEODS PHARMACEUTICALS PVT LTD, MICRO LABS, MANKIND PHARMA, INDOCO REMEDIES LTD, MEYER ORGANICS	6000	EA
4800	90801008	TAB GLICLAZIDE 60 MG	SEREDIA MICRO LAB, PANACEA BIOTECH, ERIS LIFESCIENCE, ALEMBIC PHARMACEUTICALS.	720	EA
4900	90810017	ASPIRIN 150 MG+ ATORVASTA TIN 10 MG	DR REDDY'S USV INTAS	1200	EA
5000	90800000	TAB PREDNISOLONE 5 MG	PFIZER LTD,MACLEODS,ABBOT,ZYDUS CADILA,MANKIND	720	EA

5100	90703000	TAB ERYTHROMYC IN (250 MG)	ABBOT LABORATORIES,PFIZER LTD, ASTRA ZENICA,MERCK LTD,OMEGA ,	240	EA
5200	90707006	ANTI FUNGAL- TAB ITRACANAZOL E 200 MG	MANKIND PHARMA LTD,MACLEODS, CHEMICAL INDIA PHARMA LTD,CADILA PHARMA,ABBOT,AJANTA PHARMA LTD ,ALEMBIC PHARMACUTICAS LTD, APEX,INTAS,HETERO,LUPIN,	600	EA

5300	90810037	ROSUVASTATIN 10 MG + ASPIRIN 75 MG	USV LTD,TORRENT PHARMACEUTICALS , SUN PHARMACEUTICALS , ALKEM LABORETORIES, MICRO LAB , EMCURE PHARMACEUTICALS , MACLEODS,GLENMARK	2400	EA
5400	90801069	METFORMIN HCL 500 MG PROLONGED REL +GLIMEPRIDE 1 MG	MACLEODS, SYSTOPIC LABORETORIES PVT LTD,UNISON PHARMACEUTICALS PVT LTD, USV LTD, LUPIN LTD, SANOFI INDIA, TORRENT PHARMACEUTICALS LTD, MANKIND PHARMACEUTICALS LTD,ERIS LIFE SCIENCE , MICRO LAB, ALKEM LABORETORIES	3600	EA
5500	90201035	TELMISARTAN 40 MG + AMLOPIN 5 MG	MANKIND PHARMA LTD,IRIS LIFE SCIENCE, ZUVENTUS HEALTH CARE LTD, HETERO HEALTH CARE LTD, DIGNO CURE PHARMA, DOCTORS LIFE SCIENCE INDIA LTD, ORDAIN HEALTH CARE	360	EA
5600	90201038	TAB BISOPROLOL 5 MG	MERCK LTD,MANKIND PHARMA LTD, USV LTD, INTAS PHARMACEUTICALS, AJANTA PHARMA LTD,TORRENT PHARMACEUTICALS LTD	2400	EA
5700	90801077	TAB GLICLAZIDE 80 MG+ TAB METFORMIN 500 MG	DR REDDY'S LABORATORIES LTD, PANACEA BIOTECH LTD, IPCA LABORATORIES LTD,MANKIND PHARMA LTD,MICRO LAB LTD, SEREDIA PHARMACEUTICALS, ARISTO PHARMACEUTICALS PVT,ERIS LIFESCIENCES,INDOCO REMEDIES LTD,AKLEM	960	EA
5800	90405005	ANTI DIARRHOEALS -RIFAXIMIN 550 MG	SUN PHARMACEUTICALS,LUPIN LABS,MANKIND PHARMA,ALKEM LABORATORIES,ALEMBIC PHARMACEUTICALS	120	EA
5900	90810039	TAB FENOFIBRATE 160 mg	ORCHID CHEMICALS.USV,RANBAXY,TOR RENT,INTAS	720	EA
6000	90202004	TAB IVABRDINE 5mg	LUPIN ,RANBAXY,SUN PHARMA,UNICHEM,ABBOT	2400	EA
6100	90201136	TAB NEBIVOLOL 5mg	CIPLA,ALEMBIC,MACLEODS,ALK EM,ORCHID,CADILA	720	EA
6200	90003100	TAB DOMPERIDON E 10 MG PPP	ABBOT LABOURATORIES(INDIA) PVT LTD / BENGAL CHEMICAL & PHARMACEUTICALS/ HINDUSTAN ANTIBIOTICS LTD /	600	EA

			INDIAN DRUGS & PHARMACEUTICALS LTD /KARNATAKA ANTIBIOTICS AND PHARMACEU/ LUPIN LABORATORIES PVT LTD. /RAJASTHAN DRUGS & PHARMACEUTICALS L /TORRENT PHARMACEUTICALS PVT LTD/ ZYDUS CADILA HEALTHCARE LIMITED/PSYCHOTROPIC INDIA LTD		
6300	90003140	TAB PANTOPRAZOL E 40 MG +TAB DOMPERIDON 10 MG	SUN PHARMA / CIPLA / ALKEM /ARRISTO / MEDLEY/J B CHEMICALS / LINK LIFE SCIENCE	10800	EA
6400	90003120	TAB ONDANSETRO N 4 MG	INTAS /IPCA/ ALKEM /TORRENT/ PSYCHOTROPIC INDIA LTD	1200	EA
6500	90201060	TAB ATENOLOL (50 MG)	CORONA REMEDIES PVT.LTD/ KARNATAKA ANTIBIOTICS AND PHARMACEUTICALS / NICHOLAS PIRAMAL INDIA LIMITED /PFIZER LTD /CIPLA /INTAS / IPCA /LUPIN /ELDER /THEMIS /J.B.CHEMICALS /MANKIND/ INDOCO /KOPRAN /GERMAN REMEDIES /FDC /PREMIER /NUTRACEUTICALS PVT. LTD /SARABHAI CHEMICALS /TORRENT PHARMACEUTICALS PVT LTD / ZYDUS CADILA HEALTHCARE LIMITED / FDC / MANKIND.	8000	EA
6600	90203060	TAB CLOPIDOGREL 75 mg	ALKEM LABORATORIES LIMITED / CHEMICAL IND & PHARMA LAB(CIPLA) / INDOCO REMEDIES LIMITED/ KARNATAKA ANTIBIOTICS AND PHARMACEUTICALS / RANBAXY LAB LIMITED / THEMIS MEDICALS LIMITED / U S VITAMIN(INDIA) LTD / LUPIN / TROIKAA PHARMA LTD	12000	EA
6700	90810020	TAB ATORVASTATI N (10MG)	CENTAUR PHARMACEUTICAL PVT.LTD /INDOCO REMEDIES LIMITED / NICHOLAS PIRAMAL INDIA LIMITED / PREMIER NUTRACEUTICALS PVT. LTD / RANBAXY LAB. LIMITED /SARABHAI CHEMICALS / THEMIS/ AZZURA PHARMA PVT LTD / FDC	10000	EA

6800	90201160	TAB METOPROLOL 50 MG EXTENDED RELEASE	CHEMICAL IND & PHARMA LAB(CIPLA) / GLENMARK PHARMACEUTICALS LTD / NOVARTIS INDIA LIMITED . / PREMIER NUTRACEUTICALS PVT. LTD / UNICHEM LABORATORIES LTD / AZZURA PHARMA PVT LTD/ TORRENT	12000	EA
6900	90201180	TAB TELMISARTAN 40 MG	ALKEM LABORATORIES LIMITED / CENTAUR PHARMACEUTICAL PVT.LTD./ CHEMICAL IND & PHARMA LAB(CIPLA) / GLENMARK PHARMACEUTICALS LTD / PFIZER LTD./ US VITAMINS / CADILA PHARMACEUTICALS LTD/ TROIKAA PHARMA LTD / INDOCO REMEDIES LTD/FDC	36000	EA
7000	90201140	TAB LOSARTAN 50 MG/HYDROCH LORTHAZIDE 12.5	LUPIN / CIPLA / INTAS / ZYDUS CADILA / UNICHEM / MACLEODS / SUN PHARMA / TORRENT / MEDOLY / MANKIND / TROIKAA PHARMA LTD / FDC	1800	EA
7100	90201201	TAB- OLMESARTAN MEDOXOMIL 40MG	TORRENT / LUPIN / UNICHEM / CIPLA / SUN PHARMA / PSYCHOTROPIC INDIA LTD / GLENMARK	1200	EA
7200	90000040	TAB ALPRAZOLAM 0.25 MG	GALPHA LABORATORIES LIMITED /GLENMARK PHARMACEUTICALS LTD / INDOCO REMEDIES LIMITED / KARNATAKA ANTIBIOTICS AND PHARMACEUTICALS / TORRENT PHARMACEUTICALS PVT LTD /PSYCHOTROPIC INDIA LTD	1200	EA
7300	90201090	TAB AMLODIPINE (5 MG)	USV/ FDC / CHEMICAL INDIA &PHARMA LAB (CIPLA) / CADILA / DR REDDY / ALKEM/SYSTOPIC/MANKIND/PFIZ ER/OTSIRA/LUPIN LAB/INDOCO/FDC/KAPL	21600	EA
7400	90811000	TAB CETIRIZINE (10MG)	BENGAL CHEMICAL & PHARMACEUTICALS CHEMICAL IND & PHARMA LAB(CIPLA)/ HINDUSTAN ANTIBIOTICS LTD/ INDIAN DRUGS & PHARMACEUTICALS LTD. /INDOCO REMEDIES LIMITED /KARNATAKA ANTIBIOTICS AND PHARMACEU /RAJASTHAN DRUGS & PHARMACEUTICALS / SWISSKEM HEALTHCARE /U S VITAMIN(INDIA) LTD.	1200	EA

7500	90607120	ACECLOFENAC SODIUM 200MG SR	CADILLA HEALTH CARE . /INDOCO REMEDIES LIMITED/ LUPIN LABORATORIES PVT LTD. /UNICHEM LABORATORIES LTD /VERMA MEDIQUIPS /VIPRA INCORPORATION /WOCKHARDT LIMITED/INTRA LAB/ARISTO	1200	EA
7600	90609050	TAB ACECLOFENAC, 100 MG + CHLORZOXAZONE 240 MG +PARACETAMOL 500 MG	ARISTO PHARMACEUTICALS PVT. LTD / DR. REDDY S LAB LTD/ F. D. C. LIMITED / LUPIN LABORATORIES PVT LTD / NICHOLAS PIRAMAL INDIA LIMITED	10800	EA
7700	90001030	TAB PARACETAMOL 500 MG	CIPLA/GSK/MICRO LAB/ARISTO/OMEGA/EAST INDIA WORK &PHARMACEUTICALS	16200	EA
7800	90607150	TAB DICLOFENAC 50 MG+ SERRATIOPEPTIDASE 10 MG	BENGAL CHEMICAL & PHARMACEUTICALS /CADILLA HEALTH CARE . /CORONA REMEDIES PVT.LTD/ FRANCO INDIAN PHARMACEUTICALS /HINDUSTAN ANTIBIOTICS LTD./ INDIAN DRUGS & PHARMACEUTICALS LTD. /KARNATAKA ANTIBIOTICS AND PHARMACEUTICALS PLUS PHARMACEUTICALS . /RAJASTHAN DRUGS & PHARMACEUTICALS L/EMCURE/COMED CHEMICAL/SERUM INSTITUTE/ ABBOT/ WIN MEDICARE	3000	EA
7900	90810060	TAB-ROSUVASTATIN 10MG	SUN PHARMA/TORRENT PHARMA/CIPLA/RANBAXY LAB/GLENMARK / TROIKAA PHARMA LTD / INDOCO REMEDIES LTD	13800	EA
8000	90801160	TAB METFORMIN SR 500 MG	USV/OTISERA/ABOTT/LUPIN/INTAS/FRANKO-INDIAN/CIPLA/INDOCO REMEDIES LTD/GLENMARK	6000	EA
8100	90801070	TAB PIOGLITAZONE (15MG)	INDOCO REMEDIES LIMITED /KARNATAKA ANTIBIOTICS AND PHARMACEUTICALS /NICHOLAS PIRAMAL INDIA LIMITED / U S VITAMIN(INDIA) LTD. /WOCKHARDT LIMITED/FDC/UNICHEM/TORRENT	12000	EA

8200	90203070	TAB PREGABALIN 75mg	GLENMARK PHARMACEUTICALS LTD /PFIZER LTD/ SUN PHARMACEUTICALS /TORRENT PHARMACEUTICALS PVT LTD/U S VITAMIN(INDIA) LTD/AZZURA PHARMA PVT LTD	12000	EA
8300	90802020	CAP VITAMIN E (400MG)	MERCK/FRANCO INDIAN	6000	EA
8400	90701060	TAB. CEFIXIME 200 MG	ALKEM LABORATORIES LIMITED CHEMICAL IND & PHARMA LAB(CIPLA) /DR. REDDY S LAB LTD / ELDER PHARMACEUTICALS LIMITED / GLAXO SMITHKLINE LIMITED / INDOCO REMEDIES LIMITED/ MICRO LABS LIMITED/ NOVARTIS INDIA LIMITED/ PLUS PHARMACEUTICALS /SWISSKEM HEALTHCARE /UNICHEM LABOROLARIES LTD./PSYCHOTROPIC INDIA LTD/GLENMARK	6000	EA

8500	90703050	AZITHROMYCI N TAB 500MG	INDOCO/SANOFI/IPCA/MICRO LAB /FDC/MACLEODS/CIPLA/AZZURA PHARMA PVT LTD	12000	EA
8600	90700090	AMOXICILLIN 500 MG, CLAVULANIC ACID 125	INDOCO REMEDIES LIMITED/NOVARTIS INDIA LIMITED /ALKEM LABORATORIES LIMITED/ELDER PHARMACEUTICALS LIMITED /RANBAXY LAB. LIMITED /INGA LABORATORIES PVT. LTD /PSYCHOTROPIC INDIA LTD/MANKIND/GLAXO SMITHKLINE/FDC	36000	EA
8700	90707010	TAB FLUCANAZOL E (150MG) PPP	CHEMICAL IND & PHARMA LAB(CIPLA)/ F. D. C. LIMITED /GLENMARK PHARMACEUTICALS LTD / INDIAN DRUGS & PHARMACEUTICALS LTD./ INDOCO REMEDIES LIMITED/ LUPIN LABORATORIES PVT LTD/. PLUS PHARMACEUTICALS /TORRENT PHARMACEUTICALS PVT LTD /WALLACE PHARMACEUTICALS/LUPIN/ UNICHEM /ZUVENTIS/ INTRA LAB /CADILA/ INGA/ MICRO NOVA / WIN MEDICARE/ MANKIND /FRANCO INDIAN /FDC /INGA LAB/KAPL	3600	EA

8800	90709010	TAB ALBENDAZOLE (400MG)	ALKEM LABORATORIES LIMITED/ BENGAL CHEMICAL & PHARMACEUTICALS /GALPHA LABORATORIES LIMITED/ GLAXO /SMITHKLINE LIMITED /INDOCO REMEDIES LIMITED /MANKIND /CIPLA /LUPIN /ALKEM /DR.REDDY'S /CADILA/ZYDUS /AZZURA PHARMA PVT LTDKAPL	720	EA
8900	90201002	TAB TELMISARTAN 40 MG AND HYDROCHLORTH AIZIDE 12.5 MG	MICRO LAB /UNICHEM /INTAS /MICRO /ERIS LIFE SCIENCE /ABOTT /ALKEM /SANOFFI INDIA /MEDLEY PHARMA /ALEMBIC PHARMACEUTICALS /MANKIND PHARMACEUTICALS /BIOCON /FDC /SUN PHARMA /PFIZER LIMITED /USV /LUPIN LAB CIPLA/INDOCO REMEDIES LTD	9000	EA
9000	90801047	VILDAGLIPTIN 50MG + METFORMIN 500MG	USV /ABOTT /CIPLA	12000	EA
9100	90201106	CLINIDIPIN 20MG	JB CHEMICAL /ERIS LIFESCIENCE /MACLEODS PHARMA /ALEMBIC /LUPIN /MANKIND /SUN PHARMA /ZYDUS CADILA /CIPLA /MICRO LAB /INTAS /FDC /ALKEM PHARMA /MEDLEY PHARMA /AJANTA PHARMA /RPG LIFESCIENCE	7200	EA
9200	90201005	TAB AMLOPIN 5MG + ATENOLOL 50MG	ZYDUS CADILLA /USV /INTAS /TORRENT /CIPLA /FDC /DR.REDDY /MANKIND	6000	EA

			/CADILA /MICRO /ARISTO /MACLEODS PHARMA /MEDLEY /UNICHEM/ INDOCO REMEDIES		
9300	90606003	FEBUXOSTAT 40 MG	FRANCO-INDIAN PHARMACEUTICALS PVT LTD /RANBAXY /INTAS /ABBOTT /AJANTA PHARMA /LUPIN SUN PHARMA / MEYER ORGANICS	3600	EA
9400	90601002	FAVIPIRAVIR 400 mg	INDOCO REMEDIES/GLENMARK PHARMA/SUN PHARMA/CIPLA PHARMA/MSN LABORATORIES/BDR PHARMA/BIOCON	120	EA
9500	90202005	APIXABAN 2.5 mg	INDOCO REMEDIES/ NECTO PHARMA/PFIZER LTD	120	EA
9600	90709006	IVERMECTIN 6 mg	DERMAWIN PHARMA/ANIKEM LABORATORIES/SUN PHARMA/NULIFE PHARMA/MENARINI INDIA PVT LTD/MERIDIANA MEDICARE/CAPTAB BIOTECH/ZUVENTUS (ZUVISTA)/AJANTA PHARMA	120	EA
9700	90500002	URINARY ANTIINFECTIVES - TAMSULOSIN 0.4 MG	SUN PHARMACEUTICALS,CIPLA,DR REDDY'S LABORATORY,ARISTO PHARMACEUTICALS,LUPIN LTD,ALEMBIC PHARMACEUTICALS,FDC LTD,MODDYMUNDI PHARMA .	6000	EA
9800	90500003	URINARY ANTIINFECTIVES- TAMSULOSIN 0.4 MG+DUTASTERID E 0.5 MG	SUN PHARMACEUTICALS,CIPLA,DR REDDY'S LABORATORY,ARISTO PHARMACEUTICALS,LUPIN LTD,ALEMBIC PHARMACEUTICALS,FDC LTD,MODDYMUNDI PHARMA .	600	EA
9900	90000046	TAB ETIZOLA 0.5 MG	MACLEODS PHARMA,INTAS, SUN PHARMA, DR REDDYS,LUPIN,ALKEM	120	EA
1000 0	90810061	TAB ROSUVASTATIN 10MG + CLOPIDOGREL 75 MG	AJANTA,GLENMARM,ALKEM,MA CLEOD,MICROLABS,INTAS	1200	EA

10100	90201096	TAB MINOXYDILL 2.5 MG	TRIKANA,INTAS	720	EA
10200	90807002	PROCAPIL 2 %	KERA XL SERUM,IPCA,LEOG	12	EA
10300	90711001	TAB OSELTAMIVIR PHOSPHATE	HETERO DRUGS,CIPLA,MACLEODS,GLENMARK,	360	EA
10400	90701008	TAB CEFPODOXIME PROXETIL 200 MG + CLAVULANIC ACID 125 MG	SUN PHARMA,MICRO LABS, LUPIN,ZYDUS, ALKEM,CIPLA	600	EA
10500	90201097	TAB TENEGLIPTIN 20 + METFORMIN 500 MG	INDOCO,GLENMARK,INTAS,CADILA,ARISTO, TORRENT	6000	EA
10600	90201098	TENEGLIPTIN 20 MG + METFORMIN 1000	TORRENT PHARMA,PANACEA BIOTECH,INDOCO,INTAS,GLENMARK,CADILA	2400	EA
10700	90605001	TAB DEFLAZACORT 12 MG	MACCLEODS PHARMA,ZUVENTUS,MANKIND,LUPIN,INTAS,ALKEM,	120	EA
10800	90710006	TAB ARTEETHER 80 MG ,LUMEFANTRINE 480 MG	ABBOTT,TROIKA,INTAS PHARMA	120	EA
10900	90710007	TAB ARTEMETHER 80 MG + LUMEFANTRINE 480 MG	IPCA LABS,CIPLA,ZYDUS,ZUVENTUS,MICROLABS	120	EA
11000	90801086	TAB GLIMEPRIDE 0.5 MG, METFORMIN 500 MG	USV,JOHNLEE,CIPLA	1200	EA
11100	90810062	TAB ROSUVASTATIN 5 MG	SUN PHARMA,MICRO LABS,ALEMBIC,CIPLA,INTAS,IPCA ,ZYDUS	1200	EA
11200	90801087	TAB SITAGLIPTIN 100 MG	MSD PHARMA,SUN,TORRENT,MICRO LAB,JOHNLEE PHARMA	12000	EA
11300	90803003	TAB BENFOTIAMINE (VIT B1)	NEXT LAB ,VASU ORGANIC,SHEILD HEALTHCARE,MAXAMUS PHARMA	120	EA
11400	90301003	(SALMETEROL 250 MCG + FLUTICASONE PROPRIONATE 250 MCG)	CIPLA,MACLEODS,INTAS ,SUN,ZYDUS CADILA,GLENMARK,GSK)	12	EA
11500	90406110	TAB URSODEOXYCHOLIC ACID 300MG	INTAS PHARMACEUTICALS LTD.,GERMAN REMEDIES PRIVATE LTD. ,SOLVAY PHARMA	2400	EA

			INDIA PVT LTD,WIN MEDICARE LTD,IND SWIFT LTD,ABBOTT		
11600	90801088	TAB VOGLIBOSE 0.2 MG	ZYDUS CADILA ,KNOLL,SUN PHARMA , ALEMBIC ,MICRO LABS ,USV ,ABOUT.DR REDDY'S	1200	EA
11700	90201117	TAB CILNIDIPINE 10 MG + TELMISARTAN 40 MG	ERIS LIFESCIENCES,INTAS PHARMACEUTICAL,GLENMARK PHARMA,LUPIN LTD,J.B. CHEMICAL,MANKIND PHARMA, ALEMBIK PHARMA	1200	EA
11800	90301231	TAB DOXOFYLLINE 400 MG	ZYDUS CADILA, GLENMARK PHARMA, KNOLL PHARMA, PANACEA BIOTEC PHARMA, WOKHARDT LTD, FRANCO INDIA, TORRENT, LUPIN	720	EA
11900	90811021	TAB MONTELUKAST 10 MG + FEXOFENADINE HYDROCHLORIDE 120 MG	SYSTOPIC LAB, SANOFI INDIA ,MANKIND PHARMA ,DR REDDY'S LABALKEM LAB	12000	EA
12000	90810040	TAB FENOFIBRATE 160 MG + ROSUVASTIN 5 MG	SUN PHARMACEUTICAL , TORRENT PHARMA,MERCK LTD,PFIZER,USV LTD,DR REDDY'S LAB,ALEMBIK PHARMA	1200	EA
12100	90201118	TAB NEBIVOLOL 5 MG + TELMISARTAN 40 MG	TORRENT PHARMA,CADILA PHARMA ,ARISTO PHARMA ,LUPIN LTD ,ROUSSEL LAB, GLENMARK PHARMA	1200	EA
12200	90801048	TAB GLIMEPRIDE 2 MG+ METFORMIN 500 MG + VOGLIBOSE 0.2 MG	USV LTD (RS 22.50),FRANCO INDIA (RS 15.40) ,SANOFI INDIA LTD (RS 16.87) ,ALEMBIC PHARMA (rs 24.70),MERCK LTD(16.50),MICRO LABS(rs 22.47),DR REDDY'S LAB LTD (15.90),GLENMARK PHARMA (RS 15)	6000	EA
12300	90810041	TAB ATORVASTATIN 40 MG	ATORVASTATIN 40MG AZTOR 40MG (SUN) 21.60/TAB LIPIVAS 40MG (CIPLA)16.00/TAB UNISTAT 40MG (TORRENT) 20.7/TAB ATORVA 40MG (ZYDUS CADILA)20.30/TAB ZIVAT 40MG (FDC LTD) 5.7/TAB	6000	EA
12400	90801049	TAB LINAGLIPTIN 5 MG	LUPIN ,TORRENT ,MANKIND,CIPLA,INTAS ,USV LTD ALKEM LAB,ARISTO PHARMA ,ABBOTT	2400	EA

1250 0	90801056	TAB ATORVASTATIN 20 MG	ZYDUS CADILA MANKIND CIPLA,FDC LTD, SUN PHARMA,INTAS,ARISTO PHARMA,ABBOTTCADILA PHARMA,INDOCO REMEDIES,FRANCO INDIA,TORRENT,LUPIN	2400	EA
1260 0	90500012	TAB SILDOSIN 8 MG	IPCA LAB ,ALEMBIC PHARMA,ALKEM LAB,ELDER PHARMA,MANKIND PHARMA,INTAS PHARMA, LUPIN LTD,	1440	EA
1270 0	90201119	TELMISARTAN 20 MG	DR REDDY'S LABORATORIES LTD, GLENMARK PHARMA,TORRENT PHARMA,USV LTD,INTAS PHARMA,SUN PHARMA,MANKIND PHARMA,LIPIN,ALEMBIC PHARMA, PFIZER LTD,KNOLL PHARMA	6000	EA
1280 0	90500013	TAB BICALUTAMIDE 50 MG	SUN PHARMA,INTAS,CIPLA,DR REDDY'S LAB,HETERO	360	EA
1290 0	90201044	INJ ATROPINE SULPHATE 0.6 MG 1 ML	NEON LAB,THEMIS MEDICARE LTD,AMERICAL REMEDIES,WOCHARDT,TROIKAA PHARMA,MORPEN LAB,INTAS PHARMA,HINDUSTAN ANTIBIOTICS,INDUS PHARMA	36	EA
1300 0	90201126	TAB CILNIDIPINE 10 MG	MANKIND PHARMA,SUN PHARMA, ABBOTT PHARMA,ZYDUS CADILA, ALKEM LAB,EMCURE PHARMA,INTAS PHARMA,MICRO LABS	200	EA
1310 0	90201127	TAB CILNIDIPINE 20MG	MANKIND PHARMA,SUN PHARMA, ABBOTT PHARMA,ZYDUS CADILA, ALKEM LAB,EMCURE PHARMA,INTAS PHARMA,MICRO LABS	3600	EA
1320 0	90201036	TAB BISOPROLOL 2. 5 MG	TORRENT,MRECK LTD,MANKIND PHARMA,USV LTD,ELDER PHARMA,INTAS PHARMACEUTICAL)	720	EA
1330 0	90201003	TAB CLOPIDOGREL 75 MG AND ASPIRIN 75	TORRENT PHARMA,INTAS,CIPLA,KNOLL,EL DER PHARMA,EMCURE PHARMA,ALEMBIC PHARMA,SUN PHARMA,ABBOTT	3600	EA

Illustrative format & guideline (FOR INDIGENIOUS BIDDERS) for quoting prices in online Price Bid

Below format of price bid will appear online. INDIGENIOUS bidders to follow instructions given in each respective cell while quoting their cost in online price bid: -

Item Sr.no.	Indicated at online format
Material Description	Indicated at online format
Quantity	Indicated at online format
Unit of measurement	Indicated at online format
Name of manufacturer / Distributor	Name of Manufacturer / distributor of medicine which is quoted to be indicated as listed in enclosure - I
Basic Unit Quoted Rate CIF Basis	To be quoted
MRP (which is inclusive of all taxes)	To be Indicated
GST (percentage)	To be quoted
Other Charges Per Unit (if any)	To be quoted, if applicable

MAZAGON DOCK SHIPBUILDERS LTD
DOCKYARD ROAD
MUMBAI 400010

1. **MDL'S BANK ACCOUNT DETAILS:**

NAME OF BANK A/C HOLDER: **MAZAGON DOCK SHIPBUILDERS LTD**

BANK AND BRANCH : **STATE BANK OF INDIA,
COMMERCIAL BRANCH,
FORT, MUMBAI-400023**

TYPE OF ACCOUNT : **CURRENT**

BANK ACCOUNT NO : **11079519138**

IFSC CODE : **SBIN0006070**

SWIFT CODE : **SBININBB101**

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

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

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

Signature of Vendor/Representative

3. **SAP Parked document No:** _____ **Date:** _____
(To be filled in by MDL's Commercial Executive)

GENERAL CONDITIONS OF CONTRACT (GCC) FOR GOODS AND SERVICES

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 (Not Applicable)

(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 (Not Applicable)

(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 5% 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 a ground 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:

(i) Default in Performance and Obligations

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

(ii) Insolvency

If the contractor is wound up or ceases to otherwise trade or is unable to pay its debts as and when they fall due or is otherwise subject to any insolvency procedure.

(iii) If a receiver or similar official is appointed overall or any of the assets of the contractor or a petition is presented for its winding up or it entered into a composition with its creditors;

(b) Notice for Default

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

(c) Terminations for Default

(i) Notice for Termination for Default: In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per 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 subclause below, which have accrued and/ or shall accrue to MDL after that.

(iii) Unless otherwise instructed by MDL, the contractor shall continue to perform the contract to the extent not terminated. All warranty obligations, if any, shall continue to survive despite the termination.

(d) Contractual Remedies for Breaches/Defaults or Termination for Default

If there is an unsatisfactory resolution within this period, MDL shall take one; or more of the following contractual remedies.

(i) Temporary withhold payments due to the contractor till recoveries due to invocation of other contractual remedies are complete.

(ii) Call back any loaned property or advances of payment, if any, with the levy of interest at the prevailing rate (MIBID - Mumbai Interbank Bid Rate).

(iii) Recover liquidated damages and invoke denial clause for delays.

(iv) Encash and/ or Forfeit performance or other contractual securities.

(v) Prefer claims against insurances, if any.

(vi) Terminate contract for default, fully or partially including its right for Risk and Cost Procurement as per following sub-clause.

(vii) Risk and Cost Procurement

In addition to termination for default, MDL shall be entitled, and it shall be lawful on his part, to procure Goods same to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the contractor. Such 'Risk and Cost Procurement' must be initiated (viz. AIP/PR/Tender) within six months from the termination of Contract. The Contractor shall be liable for any loss which MDL may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of MDL.

(Note: deleted being contrary to law).

(Note: No contractor would give security after the termination of the contract)

Note: Regarding the Goods which are not readily available in the market and where procurement difficulties are experienced, the period for making risk procurement shall be nine months instead of six months provided above.

(viii) Initiate legal proceedings in a for the recovery of the losses and damages, not addressable by the above means.

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 (Not Applicable)

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. (Not Applicable)

(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 (Not Applicable)

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 toto or part and or award the contract / order in full or part without assigning any reason whatsoever and without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for MDL action.

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 (Not Applicable)

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 off 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 (Not Applicable)

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

(i) 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.

(ii) 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.

(iii) 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.

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. CONTRACT LABOUR (REGULATION AND ABOLITION) ACT 1970 (Applicable for Services)

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

The Contractor / Bidder shall carryout his obligations and duties under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules framed there under. In the event any employee/s of Contractor / Bidder is advised by the concerned Department to deploy their employees for job during weekly-off, Sundays and holidays, the Contractor / Bidder must inform through Concerned Department the name/s of the employee/s in the prescribed format to CISF / Security and to the concerned Divisional Personnel by mentioning specifically 'Compensatory - Off', before 3 days from the date actual payment.

31. MINIMUM WAGES ACT

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

The Contractor / Bidder must settle all the pending dues of the employees i.e. arrears of wages, proportionate leave wages, proportionate bonus payment, etc. Before winding up the site, the Contractor / Bidder shall pay all terminal dues to his employees such as Notice pay, Gratuity, Retrenchment compensation, etc.

32. BONUS ACT

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

33. FACTORIES ACT

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

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

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

34. EMPLOYEES' PROVIDENT FUNDS AND MISCELLANEOUS PROVISIONS ACT, 1952

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

(a) under the Employees' Provident Funds and Miscellaneous Act, 1952,

(b) under the Family Pension Scheme, and

(c) under the Employees' Deposit Linked Insurance Scheme and pay the contributions both in respect of his employees and his own. He shall submit all the necessary returns and other particulars periodically as prescribed under the said Act. Contractor / Bidder shall cover from the first day working all his contract labour on MDL jobs by filling requisite returns to concerned Statutory authorities and obtaining Code Numbers / Account Numbers. Contractor / Bidder shall remit employees' and employers' contributions directly to the concerned authorities along with Inspection and Administrative Charges as per relevant provisions of the concerned Acts and Schemes made there under within 15 days from the close of every month. The Contractor / Bidder must submit copies of P. F. dues payment challans, copy of Form No. 12 (A), copy of form No. 6 (A) (Annually) and copies of Muster Roll of their workmen every month to Corporate Personnel Department before renewal of passes for entry into the yard. The Contractor / Bidder must also attend to P. F. Inspections by concerned authorities and submit copy of the Inspection Report.

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

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

35. EMPLOYEES' STATE INSURANCE ACT

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

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

36. 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.

37. POLICE VERIFICATION OF EMPLOYEES

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

38. 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.

39. 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:

39.1 Corrupt practice

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

39.2 Fraudulent practice

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

39.3 Anti-competitive practice

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

39.4 Coercive practice

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

39.5 Conflict of interest

Participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of MDL who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from MDL with an intent to gain unfair advantage in the procurement process or for personal gain. Bidder to submit undertaking regarding Conflict of interest as per Enclosure -9.

39.6 Obstructive practice

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

ENCLOSURE: 5

Instructions to the Bidders for uploading the Techno-Commercial Bid and the Price Bid through E-Procurement Portal:

- i. Submission of bids against e-Tenders: The bidder is required to quote online on the eProcurement website www.eprocuremdl.nic.in by the deadline, by submitting the Technocommercial Bid & Price Bid in Electronic format only. The prices/quotes & a few declarations shall have to be entered/uploaded by the bidder online in the Tender's entry forms & other bid documents'

scanned/soft copies shall have to be uploaded as part of the bid. All bids should be digitally signed using DSC (as explained below).

- ii. To participate in e-Tender (s), every bidder must register themselves on the ASP's website (registration is free of cost) & must possess a legally valid Class-IIB or above Digital Signature Certificate (DSC) as per IT Act-2000, using which they can sign their electronic bids.
- iii. The DSC can be procured from any Certifying Authority (CA) authorized by Controller of Certifying Authorities (CCA) of Govt. of India.
- iv. National Informatics Centre (NIC) have been appointed by MDL as the Application Service Provider (ASP).
- v. Online User Manual is available on the website for the guidance of users & for participating in the e-Procurement/ e-Tendering, the bidder must ensure having the requisite (IT) infrastructure at their office premises.
- vi. For any further details of e tendering & digital signatures, please contact 0120- 4200462, 0120-4001002, 8826246593, eproc-support@gov.in.
- vii. Problems in hardware/software, internet connectivity, system configurations, Browser setting etc., for whatsoever reason shall not be considered for extension of tender closing date and time.
- viii. MDL will not be responsible for an error in downloading of tender documents from web by the bidders. The version appearing on MDL website will be considered final and authentic.
- ix. To ensure availability of above prerequisite is bidders responsibility
- x. It is mandatory to upload the complete techno-commercial offer and the price bid on e-procurement.
- xi. No part of the bid other than original EMD (if applicable) shall be accepted physically / hard copy outside e-procurement.
- xii. Price bids shall strictly be uploaded in appropriate / allotted place in the tender, available in e-procurement so that it remains secured encrypted unreadable in the system.
- xiii. In no circumstances, the price bids shall be forwarded or uploaded in any other form.
- xiv. Entire responsibility of the uploading of the complete techno-commercial bid along with the price bid shall be that of the bidder.
- xv. No request / complaint shall be entertained after the due date/time of the tender.
- xvi. Non availability of any of the prerequisites or last minute calls seeking clarifications / projecting problems shall not entitle a bidder to seek request for extension of due date.
- xvii. Any problem with regard to uploading of the tender to shall be intimated NIC at least 24 hours in advance to the tender closing time & date. However, it will not be considered as reason for extension of due date of the tender.
- xviii. Request for extension, if at all to be made, shall be forwarded at least 3 working days in advance to the tender closing date / time with proper reasoning. The request shall be put up to the competent authority for consideration on the merit of the case. MDL reserves all rights in this regard & decision of MDL shall be binding to the applicant.

It is important to note that the bidders can upload their bids right from the time the tender is available at website. It is advisable that the bidder uploads the bid well in time rather than wait till last minute to avoid situations wherein he is unable to successfully upload the bid for various reasons which cannot be addressed then due to lack of time.

ENCLOSURE – 6

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

1. IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the “the Purchaser” which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed

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

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

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

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

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

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

7. Notwithstanding anything contained herein above:

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

ii) This Bank Guarantee shall be valid upto and including

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

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

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

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

Enclosure - 7

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

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the “the Company” which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having agreed

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

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

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

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

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

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

7. Notwithstanding anything contained herein above:

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

ii) This Bank Guarantee shall be valid upto and including

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

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

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

For Bank

(by its constituted attorney or the person authorised to sign)

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

PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923

SECTION 2(B) ; “PROHIBITED PLACE” It is defined as the place of any work of Defence Dockyard and other so belonging or occupied and used for the purpose of building, repairing, making or storing any ammunitions of war. For the purpose of the above definition, sketch includes any photograph or other mode of representing any place or thing.

SECTION 3 : “PENALTIES FOR SPYING” If any per unlawfully - a) approaches, inspects, passes over or is in the vicinity of any clear place; or b) make any sketches intended to be directly or indirectly useful to an enemy ; or c) obtains, collects, records or communicates to any other person any secret official code. Shall be liable for imprisonment of 14 years in case of Defence Installation.

SECTION 4 : “COMMUNICATION WITH FOREIGN AGENTS” If Any person has been in communication with or attempted to communicate with foreign agents regarding the vital information of any “PROHIBITED PLACE” would be guilty of violating the provisions of this Act.

SECTION 5 : “WRONGFUL COMMUNICATION OF INFORMATION” If any person having in his possession or control any official document; a) Willfully communicates to any person, other than a person, who is authorised to communicate it. b) Used the information in his possession for the benefit of any foreign power. c) Retain in his possession when he has no power to retain it d) Fails to take reasonable care of it. Shall be guilty of an offence under this Act.

SECTION 6 : “UNAUTHORISED USE OF UNIFORMS” If any person for the purpose of gaining admission or of assisting any other person to gain admission to a “PROHIBITED PLACE” wears uniforms without lawful authority shall be guilty of offence under this Section.

SECTION 7 : “INTERFERING WITH OFFICERS OF POLICE” No person in the vicinity of any “PROHIBITED PLACE” shall abstract any Police Officer engaged on guard, sentry or similar duty. If any person move in the provisions of this section, shall be punishable with imprisonment, which may extend up to 3 years.

SECTION 8 : “DUTY OF GIVING INFORMATION” It shall be duty of every person to give on demand to a superintendent of Police or any other Police Officer not below the rank of Inspector, any information in his power relating to an offence under this Act. If any person fails to give such information, shall be punishable with imprisonment to 3 years or fine or with both.

SECTION 9 : “INCITEMENT” Any person who attempts to commit or debate the commission of an offence under this Act shall be punishable with the same punishment and be liable to be proceeded against in the same manner as if he had committed such offence.

SECTION 10 : “PENALTY FOR HARBOURING SPIES” If any person whom he knows or has reasonable grounds for supposing to be person who is about to commit or who has committed offence under this Act shall be guilty of offence under this Section.

SECTION 11 : “SEARCH WARRANTS” If a presidency Magistrate, Magistrate First Class or Sub-Divisional magistrate is satisfied with the information that there is reasonable ground for suspecting that an offence under this Act has been or is about to be committed, he may grant search warrant to any Police Officer to enter at any time any premises to force to search premises or the places.

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. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
 - i. they have controlling partner (s) in common; or
 - ii. they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
 - iii. they have the same legal representative/agent for purposes of this bid; or
 - iv. they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
 - v. Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
 - vi. In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
 - a) The principal manufacturer directly or through one Indian agent on his behalf; and
 - b) Indian/foreign agent on behalf of only one principal.
 - vii. Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid
 - viii. In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

SIGNATURE: _____

DATE: _____

Seal / Stamp of Bidder

Ref: Tender No. dated

Undertaking for not debarred

It is confirmed that M/s is not debarred under PPP MII order 2017 or GeM or Central Public Procurement Portal (CPPP) or by MDL.

Date:

Authorized signature with stamp

Place:

Confirmation of being manufacturer of offered product

To be submitted by MSE bidders.

Tender Sr. no.	Item Description	Whether Manufacturer of Offered Product (Yes / No)

Note: Above confirmation shall be duly filled (Yes or No) for each item by the bidder and it shall be uploaded along with the Part 1 bid.

Declaration of Compliance of Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

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 Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 & prescribed tender conditions).

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

I, the undersigned,

..... (full names),
do hereby declare, in my capacity as

.....
of M/s (name of
bidder entity), that:

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

2) I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order

3) I certify that M/s (name of bidder entity) **is not from such a country or, is from such a country (strike out whichever is not applicable)**, has been registered with the Competent Authority. I hereby certify that this SUPPLIER fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached]

4) I understand that the submission of incorrect data and / or if certificate / declaration given by M/s (name of bidder entity) is found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 12 of the Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

AUTHORISED SIGNATURE: _____

DATE:

Seal / Stamp of Bidder

ANNEXURE: B

COMPANY NAME on letter Head

Date:-

TO WHOMSOEVER IT MAY CONCERN

Subject: Declaration in relation to New Provision under Section 194Q, 206AB & 206CC of the Income tax act 1961.

1. We, _____ (company name), registered office at _____ having Permanent Account number (PAN) _____, Tax Deduction Account number (TAN) _____, hereby confirm that, we have duly filed the Income-tax Returns for the following Financial Years within the time limit of filing of Return u/s 139(1) of the Income tax Act, 1961.

S.No.	Particulars	Reference No. / Acknowledgement No. & date
1	ITR filed for FY 2024-25	(Data to be filled by company)
2	ITR filed for FY 2023-24	(Data to be filled by company)

2. We understand that Tax is to be deducted at source as per provisions of Chapter XVIIB of the Income Tax Act, 1961 at higher of the following rates, if the Return of Income is not filed during any of these preceding financial years: -

- (a) at twice the rate specified in the relevant provision of the Act; or
- (b) at twice the rate or rates in force; or
- (c) at the rate of 5 percent

3. Total sales which will be made by _____ (company name) during the FY 2021-22 is exceeding / not exceeding (strike whichever is not applicable) Rs 50 lakhs.

4. We do hereby declare that to the best of our knowledge and belief what is stated above is correct, complete and is truly stated. In case the declaration founds incorrect / incomplete / untrue, we undertake to fully indemnify you on account of any additional tax liability, interest or penalty imposed / levied / recovered from you by the Income Tax Authorities.

Signature & Stamp of Authorised representative of Company