



Mazagon Dock Shipbuilders Limited
(A Government of India Undertaking)

Dockyard Road, Mumbai- 400 010.

Division: Shipbuilding

Department: Material Purchase

Tel. No.: 2376 2149

E-Mail : brautela@mazdock.com

Website: www.mazagondock.in

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

वस्तु वर्णन / ITEM DESCRIPTION	SUPPLY OF MEDICINES ON ANNUAL RATE CONTRACT BASIS
निविदा संख्या / TENDER NO.	2000008005
निविदा तारीख / TENDER DATE	16.04.2026

This tender pertains to the procurement of medicines available under specific brands. Bidders to quote rate of tendered medicines only for indicated 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.**

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 PPPMSE order.**

5.1. 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.

5.2. 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 Page 3 of 56 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. 45 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. 45 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 EProcurement 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. 1,80,000/- (Rupees One Lakh Eighty 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. Liable 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 technocommercial 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 unregistered 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.

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: mmeshram@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

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
Enclosure 12	Declaration of Compliance of order
Enclosure 13	Format for the declaration for TS

in Part-I offer/bid. Firms in process of obtaining this certificate will not be considered for EMD exemption

enclosure 1 – annexure-1 med oem

Enclosure-1

<u>Sr No</u>	<u>MATERIAL DESCRIPTION</u>	<u>Manufacturer/ Distributor</u>	<u>REQUIRED QTY</u>
1	PILEX TABLETS (60 TABLET / BOTTLE)	HIMALAYA DRUG CO PVT LTD	4200
2	ELECTRAL 21.80GM	F. D. C. LIMITED	15000
3	TAB LOMOFEN	RPG LIFE SCIENCES	1000
4	TAB AVOMINE ABBOTT INDIA	ABBOTT INDIA	1000
5	SYP DUOLAXIN (180 ML)	GLENMARK PHARMACEUTOCALS	300
6	RELCER GEL (180 ML)	GLENMARK PHARMACEUTICALS LTD	600
7	GASTRACID LIQUID (200 ML)	MEYER ORGANIC PVT. LTD.	1200
8	TAB KASPHO	APHALI PHARMACEUTICALS LTD	20000
9	SYP ZENDRYL nf	LUPIN LABORATORIES PVT LTD.	7000
10	TAB REM-CC	KARNATAKA ANTIBIOTICS AND PHARMACEUTICALS	18000
11	SYP COUGHOREX (100 ML)	EISEN	3600
12	TAB DERIPHYLLIN 100MG	ZYDUS HEALTH CARE	360
13	TAB DERIPHYLLIN RETARD 300MG	ZYDUS HEALTH CARE	720
14	CLEARINE EYE DROPS (10 ML)	NOVARTIS INDIA LIMITED .	1200
15	BETNOVATE GM (20 gm)	GLAXO SMITHKLINE LIMITED .,	500
16	CANDID CREAM 30 GM	GLENMARK PHARMACEUTICALS LTD	300
17	CALADRYL LOTION - (125 ML)	PFIZER LTD.	500
18	WOKADINE SOL. (100ML)	WOCKHARDT LIMITED	40
19	AG-X CREAM 10GM	KARNATAKA ANTIBIOTICS AND PHARMACEUTICALS	500
20	SHIELD OINTMENT 15 GM	GLAXO SMITHKLINE LIMITED .	120
21	ULAC CREAM 90gm	NULIFE PHARMACEUTICALS	500
22	COTARYL 75 GM	F. D. C. LIMITED . F. D. C. LIMITED .	120
23	NADOXINE CREAM 10 GM	WOCKHARDT LIMITED	300

Enclosure-1

<u>Sr No</u>	<u>MATERIAL DESCRIPTION</u>	<u>Manufacturer/ Distributor</u>	<u>REQUIRED QTY</u>
24	ARTHRIN GEL 30 gm	ELAN PHARMA (INDIA) PVT. LTD.	1000
25	EUTHERIA 20 GM	BENGAL CHEMICAL & PHARMACEUTICALS	600
26	ELAGESIC LINIMENT 30 ML	ELAN PHARMA (INDIA) PVT. LTD.	1200
27	TAB DAFLON 500 mg	SEREDIA	300
28	CAP ASTYFER-Z	TABLETS (INDIA) LIMITED	2400
29	TAB OPTINEURON FORTE	LUPIN LABORATORIES PVT LTD.	3168
30	TAB CALCIMAX FORTE+	MEYER ORGANIC PVT. LTD.	6000
31	TAB COBADEX - CZS	GLAXO SMITHKLINE LIMITED	10000
32	SCORPIO GEL 30 GM	LUPIN LABORATORIES PVT LTD.	600
33	TAB NEUROBION FORTE	PROCTER AND GAMBLE HEALTH CARE LTD	9600
34	CAP RINIFOL	ELAN PHARMA (INDIA) PVT. LTD.	15000
35	CAP BECOSULES-Z	PFIZER LTD.	20000
36	CAP DIBITOX	ELAN PHARMA (INDIA) PVT. LTD	10200
37	CAP MIM -Z	MEYER ORGANIC	6000
38	TAB LIV 52	HIMALAYA DRUG CO PVT LTD.	6000
39	BAND AID (100 IN 1 JAR)	JOHNSON & JOHNSON	6000
40	BD DISPOSABLE NEEDLE 24 G	BD	1200
41	BD SYRINGES 2 ML	BD	1200
42	INJ PARACETAMOL 2ML	TABLETS (INDIA) LIMITED THERAPEUTIC	60
43	TAB VASOGRAIN	CADILA PHARMACEUTICALS LTD	240
44	INJ MEPHENTINE 1ML	WYETH LEDERLE LIMITED	120
45	INJ FORTWIN 1 ml	RANBAXY LAB. LIMITED .	120
46	SYP TIXYLIX 60ml	NICHOLAS PIRAMAL INDIA LIMITED	60

Enclosure-1

<u>Sr No</u>	<u>MATERIAL DESCRIPTION</u>	<u>Manufacturer/ Distributor</u>	<u>REQUIRED QTY</u>
47	TAB ECOPRIN 75 MG	USV	5000
48	TAB JARDIANCE 10 MG	BOEHRIEGER INGELHEIM	120
49	TAB ROPARK 0.5 MG	SUN PHARMA	120
50	TAB HERPERAX 400 MG	IPCA	600
51	TAB LASILACTONE	SANOFI INDIA	600
52	TAB LASIX 40 MG	SANOFI INDIA	720
53	ECONORM SACHET 250 MG	DR REDDY	1200
54	ENTEROGERMINA SUSP 5ML	SANOFI INDIA	2000
55	TAB JALRA 50 MG	USV INDIA	8000
56	CALCIROL SACHET 60000 I U IN 1 GM	CADILA HEALTHCARE	4000
57	CAP UPRISE D3(60K)	ALKEM BERGEN	5000
58	TAB SHELICAL 500 MG	TORRENT	18000
59	CAP GEMCAL	ALKEM BERGEN	6000
60	TAB ELTROXIN 50 MCG	GLAXO SMITHKLINE PHARMA	6000
61	TAB ELTROXIN 100 MCG	GLAXO SMITHKLINE PHARMA	6000
62	TAB ALEX	GLENMARK	10000
63	SYP HONITUS 100 ML	DABUR	600
64	SYP ADULSA 100 ML	SAPAT & COMPANY	3600
65	TAB PROLOMET XL 25 MG	SUN PHARMA	2400
66	DIASTIX REAGENT STRIP FOR URINALYSIS 50 STRIPS /BOTTELS	BAYER	12
67	TAB DISPRIN SOLUBLE	RECKITT BENCKISER INDIA LTD	360
68	TAB ENZOFLAM	ALKEM LAB	3000
69	TAB DROTIN M	MARTIN & HARRIS LABORATORIES	240

Enclosure-1

<u>Sr No</u>	<u>MATERIAL DESCRIPTION</u>	<u>Manufacturer/ Distributor</u>	<u>REQUIRED QTY</u>
70	CAP MEGAFREE FLEX	SANOFI INDIA	3000
71	SYP ARISTOZYME 200ml	ARISTO PHARMA	24
72	TAB DITASE	GRACIOUS PHARMACEUTICALS	120
73	TAB SIGNOFLAM	LUPIN LTD	600
74	CAP RINILAB	ELAN PHARMA (INDIA) PVT LTD	6000
75	TURMGEL	LINKS LIFE SCIENCES LLP	600
76	TAB SAYFER XT	EISSEN PHARMACEUTICALS CO	1200
77	OINT QUADRIDERM RF 5 MG	FULFORD	396
78	TAB GOUTNIL 0.5 MG	INGA LABORATORIES (INDIA) PVT LTD	120
79	TAB THYRONORM 88 MCG	ABBOT LABORATORIES (INDIA) PVT LTD	720
80	TAB RIDOL	GUFIC BIOSCIENCES	600
81	TAB FALCIGO PLUS	ZYDUS CADILA	120
82	TAB TRIOLMISAR	MACLEODS PHARMACEUTICALS	360
83	TAB DIGENE	ABBOT LABOURATORIES(INDIA)	10000
84	CAP ARISTOZYME	ARISTO	600
85	TAB GELUSIL MPS	PFIZER LTD.	10000
86	TAB ECOSPRIN 150 MG	U S VITAMIN	8304
87	TAB AVIL (25MG)	AVENTIS PHARMA LTD.	300
88	TAB FRUTIMOL PLUS	SWISSKEM HEALTHCARE	50000
89	CAP KARVOL PLUS	INDOCO REMEDIES LIMITED	24900
90	SYP GRILINCTUS-BM 100 ML	FRANCO INDIAN PHARMACEUTICALS	300
91	SYP GRILINCTUS 100 ML	FRANCO INDIAN	1500
92	CANDID EAR DROP	GLENMARK PHARMACEUTICALS LTD	564

Enclosure-1

<u>Sr No</u>	<u>MATERIAL DESCRIPTION</u>	<u>Manufacturer/ Distributor</u>	<u>REQUIRED QTY</u>
93	OTRIVIN NASAL DROPS (0.1%) 10 ML	NOVARTIS INDIA LIMITED .	108
94	ANDRE EYE DROPS	INTAS BIO PHARMACEUTICALS LTD	1800
95	VASICON EYE DROPS	NULIFE PHARMACEUTICALS	1800
96	KEMBIOTIC EAR DROPS	SWISSKEM HEALTHCARE	200
97	NEOSPORIN EYE OINTMENT	GLAXO SMITHKLINE LTD	200
98	NEOSPORIN SKIN OINT (15GM)	GLAXO SMITHKLINE LIMITED .	200
99	WAXIKLIN EAR DROP 10 ML	ELAN PHARMA (INDIA) PVT LTD	200
100	SOLIWAX EAR DROP 10 ML	NULIFE PHARMACEUTICALS	200
101	ORASEP GEL 15 ML	ELAN PHARMA (INDIA) PVT. ,LTD	720
102	SURFAZ-SN CREAM (7GM)	FRANCO INDIAN PHARMACEUTICALS	240
103	SWISSDERM AF CREAM 10 GM	SWISSKEM HEALTHCARE	492
104	WOKADINE OINT (15GM)	WOCKHARDT LIMITED	420
105	SCABOMA LOTION (100ML)	GLENMARK PHARMACEUTICALS LTD	12
106	SOFRAMYCINE OINTMENT	AVENTIS PHARMA LTD. ,	1000
107	PILEX OINTMENT (30GM)	HIMALAYA DRUG CO PVT LTD.	200
108	DIOLEINI GEL	SWISSKEM HEALTHCARE	5160
109	OLIGEL CREAM 30GM)	KARNATAKA ANTIBIOTICS AND PHARMACEU .	1200
110	TAB CYCLOPAM	INDOCO REMEDIES LIMITED	600
111	TAB SITAGLIPTIN 100 MG	MSD PHARMACEUTICALS PVT LTD	10000
112	TAB JANUMET 50MG/1000 MG	MSD PHARMACEUTICALS PVT LTD	2400
113	TAB INSUMIN FORTE	ALKEM LABORATORIES LIMITED	18000
114	CAP BECADEXAMINE	GLAXO SMITHKLINE LIMITED	3600
115	CAP WINOFIT	WOCKHARDT	7800

Enclosure-1

<u>Sr No</u>	<u>MATERIAL DESCRIPTION</u>	<u>Manufacturer/ Distributor</u>	<u>REQUIRED QTY</u>
116	CAP EVION 400 MG	MERCK	3600
117	BD INSULINE SYRINGES (U -40) 1 ML	BD	1200
118	TAB LIPAGLYN 4 MG	ZYDUS CADILA	720
119	TAB JANUMET 50/500 MG	MSD PHARMACEUTICALS PVT LTD	5000
120	TAB FEBUJET 40 MG	SUN PHARMA	3000
121	TAB CRESTOR 40 MG	ASTRA ZENECA	1800
122	TAB MINIPRESS XL 5 MG	PFIZER	2400
123	TAB TAZLOC-H	U S VITAMIN	360
124	CAP DEXORANGE	FRANCO INDIA	5000
125	TAB HISTAFREE -M	MANKIND	4800
126	TAB CHYMORAL FORTE	ELDER PHARMA	240
127	ECOSPRIN GOLD 10 MG	U S VITAMIN	720
128	CAP MOLULOW 200 MG/ MOLULIFE (MOLNUPIRAVIR)	MANKIND	48
129	GROCAPIX SOLN 60 ML	ALEMBIC	12
130	HYALUGEL PLUS 30 GM	ETHICARE REMEDIES	12
131	TAB FOLLIHAIR	ABBOTT	120
132	LANTUS U 100 SOLOSTAR 3 ML	SANOFI INDIA	50
133	FLOMIST NASAL SPRAY 100MD	CIPLA	20
134	TAB GLUCRETA 10 MG (DAPAGLIFLOZIN)	TORRENT PHARMACEUTICALS	5000
135	TAB GLUCRETA M 10/1000 (DAPAGLIFLOZIN 10 MG ,METFORMIN 1000	TORRENT PHARMACEUTICALS	600
136	SYP GAVISCON 100 ML	RECKITT BENCKISER	12
137	MINOXYTOP 5% SOLN 60ML	ZEE LABS	24
138	TAB OROFER XT	EMCURE PHARMA	1200

Enclosure-1

<u>Sr No</u>	<u>MATERIAL DESCRIPTION</u>	<u>Manufacturer/ Distributor</u>	<u>REQUIRED QTY</u>
139	TAB SHELCAL M	TORRENT	6000
140	TAB LIVOGEN Z	PROCTER & GAMBLE	5000
141	TAB LRQ 10 MG	MRL PHARMA	120
142	TAB ESCORZ 1000	ADROIT BIOMED	120
143	REFRESH TEARS	ALLERGON INDIA PVT LTD	24
144	TIOVA ROTACAP	CIPLA	12
145	VOLINI SPRAY 50 GM	RANBAXY	600
146	ZYFLEX NANO GEL 30 GM	ZYDUS CADILA	60
147	CANDID LOTION 30 ML	GLENMARK	24
148	SYP SINAREST 60 ML	CENTAUR PHARMA	240
149	TAB TERBINAFFORCE 500 MG (TERBINAFINE)	MANKIND PHARMA	120
150	TEGADERM DRESSING 6CM X 7 CM	3 M HEALTHCARE	12
151	TEGADERM DRESSING 10 CM X 12 CM	3 M HEALTHCARE	12
152	TEGADERM DRESSING 10 CM X 25 CM	3 M HEALTHCARE	12
153	EBERNET CREAM 30 GM	DRB REDDY'S LABORATORIES	12
154	TAB CETIL CV (CEFUROXIME 500 MG + CLAVULANIC ACID 125 MG)	LUPIN	100
155	TAB LYRICA 75 MG (PREGABALINE)	PFIZER	1200
156	TAB ISTAVEL 100 MG (SITAGLIPTIN)	SUN PHARMA	2400
157	CAP BOI D3 MAX	MACLEODS	1200
158	SILVEREX IONIC GEL 10 GM	SUN PHARMA	360
159	NASOCLEAR(NORMAL SALINE NASAL SPRAY)	ZYDUS HEALTHCARE	120
160	TAB MONTAIR LC (LEVOCETRIZINE 5 MG + MONTELEUKAST 10 MG)	CIPLA	1200
161	TAB FLEXON MR	ARISTO	3600

Enclosure-1

<u>Sr No</u>	<u>MATERIAL DESCRIPTION</u>	<u>Manufacturer/ Distributor</u>	<u>REQUIRED QTY</u>
162	TAD CIDMUS 50 MG (SACUBITRIL 24 MG + VALSARTAN 26 MG	DR REDDY'S LAB	600
163	TAB MATILDA FORTE	LUPIN	5000
164	TAB DYTOR PLUS 5 MG	CIPLA LTD	1000
165	TAB VALENTAS 100 MG	LUPIN LTD	360
166	TAB ADMENTA 5 MG	SUN PHARMACEUTICALS	50
167	SYP AUGMENTIN 30ML	GSK	120
168	SYP A TO Z 100 ML	NUTRACEUTICALS	36
169	SYP KIDICARE	MEYER VITABIOTICS	36
170	SYP CLAVUM FORTE 60ML (AMOXYCILLIN 400 MG/5 ML + CLAVULANIC ACID	ALKEM LABORATORIES	60
171	TAB ELTROXIN 75 MCG	GLAXO SMITHKLINE PHARMA	1200
172	DETTOL (550ML)	RECKITT BENCKISER(INDIA)PVT LTD,	60
173	TAB RIVOTRIL 0.5 MG	ROCHE	2000

Sr No	<u>MATERIAL DESCRIPTION</u>	<u>Manufacturer/ Distributor</u>	<u>REQUIRED QTY</u>
174	TAB ELTROXIN 25 MCG	GLAXO SMITHKLINE PHARMA	1200
175	TAB PYRIDIUM 200 MG (PHENAZOPYRIDINE HYDROCHLORIDE)	LUPIN LTD	50
176	TAB URIVRON (NITROFURANTOIN SR 100 MG)	LEEFORD	100
177	TAB MIRAGRON ER 50 MG (MIRABEGRON ER)	STERIS HEALTHCARE PVT LTD	100
178	TAB SILODONOL -8 MG (SILODOSIN)	KNOLL	200
179	TAB NITRO -G 2.6 MG (NITROGLYCERIN)	KNOLL	100
180	ALKASTON-B6 (POTASSIUM CITRATE,MAGNESIUMCITRATE & VITAMIN B6)	IPCA	5
181	TAB SOLIFENAC 5 MG (SOLIFENACIN SUCCINATE)	STERIS HEALTHCARE PVT LTD	100
182	TAB ALFUNOL 10 MG	KNOLL	50
183	TAB DUPHASTON 10 MG (DYDROGESTERONE)	ABBOTT	50
184	TAB THYROWEL PIUL (MULTIVITAMIN AND MULTIMINERAL WITH THYROSINE & SILENIUM)	ABBOTT	100
185	TAB FOLVITE 5 MG (FOLIC ACID 5 MG)	PFIZER LTD	1000
186	TAB FOLVITE ACTIVE (L-MRTHYL FOLATE,METHYLCOBALAMIN AND PYRIDOXAL -5-PHOSPHATE	PFIZER	200
187	TAB GLYCOMET 250 MG	USV	100
188	TAB GABANEURON (GABAPENTIN & METHYLCOBALMIN 500 MG)	ARISTO	500
189	TAB GABAPIN 100 MG (GABAPENTIN)	INTAS BIO PHARMACEUTICALS LTD	500
190	TAB NUCOXIA 60 MG (ETORICOXIB)	ZYDUS	200
191	TAB MYOSPAS FORTE (CHLORZOXANE 500 MG,DICLOFENAC 50 MG,PARACETAMOL 325 MG)	WIN MEDICARE	500

Sr No	<u>MATERIAL DESCRIPTION</u>	<u>Manufacturer/ Distributor</u>	<u>REQUIRED QTY</u>
192	TAB ULTRACET (TRAMADOL HCL & ACETAMINOPHEN 325 MG)	JOHNSON & JOHNSON	200
193	TAB ROSUVAS 20 MG	SUN PHARMA	2400
194	INJ NOVARAPID PENFIL 3 ML	NOVO NORDISK INDIA PVT LTD	50
195	TAB PANGRAFF 2.0 MG (TACROLIMUS 2 MG)	PANACEA BIOTEC PHARMA LTD	1500
196	TAB MYCEPT 500 MG (MYCOPHENOLATE MOFETIL 500 MG)	PANACEA BIOTEC PHARMA LTD	1500
197	COLIMEX DROPS (DICYCLOMINE 10 MG,SIMETHICONE 40 MG)	WALLACE PHARMACEUTICALS PVT LTD)	20
198	DUTAMAX LOTION (DUTASTERIDE 2.025% W/V)	GALCARE PHARMACEUTICAL	5
199	TAB DUZELA 20 MG (DULOXETINE 20 MG)	SUN PHARMACEUTICAL IND	50
200	TAB MIRBEG -S 50 MG (MIRABEGRON-50 MG + SOLIFENACIN	IPCA	50
201	NEKSIMUM 40 MG (ESOMEPRAZOLE 40 MG)	PFIZER	100
202	PEGFIBER POWDER (POLYETHYLENE GLYCOL & ISPAGHULA HUSK GRANULES) 154.812 GM	SUN PHARMA	10
203	MOXICIP 5 ML (MOXIFLOXACIN EYE DROPS 0.5 %W/V)	CIPLA	10
204	TAB LAREGAB 100MG (GABAPENTIN 100 MG)	LA RENON HEALTHCARE PVT LTD	500
205	TAB NEO MERCAZOLE 5MG (CARBIMAZOLE)	ABBOTT	650
206	TAB LAREGAB 300MG (GABAPENTIN 300 MG)	LA RENON HEALTHCARE PVT LTD	1000
207	TAB SHELICAL HD (CALCIUM CARBONATE 1250,ELEMENTAL CALCIUM 500 MG,VITAMIN D3 500)	TORRENT	2000
208	TAB CINTAPRO -OD (CINITAPRIDE ER 3 MG)	ZYDUS CORZA	360
209	TAB MOZA MPS (MOSAPRIDE CITRATE & ACTIVATED DIMETHICONE CHEWABLE)	INTAS PHARMACEUTICALS LTD	200

Sr No	<u>MATERIAL DESCRIPTION</u>	<u>Manufacturer/ Distributor</u>	<u>REQUIRED QTY</u>
210	MEGAHEAL GEL 15 GM	ARISTO	20
211	TAB OVRAL G (NORGESTREL AND ETHINYLOESTRADIOL)	PFIZER	50
212	CAP ITROMED 200MG (ITRACANAZOLE)	LEEFORD HEALTHCARE LTD	300
213	CAP CLINGEN FORTE (CLINDAMYCIN 100 MG +CLOTRIMAZOLE 100 MG + TINIDAZOLE 100 MG)	ARISTO PHARMACEURICALS PVT LTD	360
214	ISEREN VAGINAL GEL 7GM	ZUVENTUS	20
215	LULICONAZ CREAM 10GM (LULICONAZOLE 1% W/W)	HEALING PHARMA INDIA	20
216	TAB BILANIX 20MG (BILASTINE 20 MG)	AJANTA PHARMA	200
217	TAB ITASPOR 130 MG (ITRACONAZOLE 130 MG)	INTAS	120
218	KETIMIX SOAP 75GM (KETACONAZOLE)	TRYZONE LIFECARE PVT LTD	10
219	LILITUF MAX CREAM 30GM (LULICONAZOLE 1 %W/W	ALKEM LABORATORIES LTD	10
220	LILITUF MAX CREAM 15GM (LULICONAZOLE 1 %W/W	ALKEM LABORATORIES LTD	10
221	PROTAR K LOTION 100ML (COAL TAR & KETOCONAZOLE SCALP LOTION 4 % W/V)	PERCOS INDIA LTD	10
222	SEBOWASH 125ML (FLUOCINOLONE ACETONIDE 0.01 % W/V)	CIPLA	5
223	TAB PRUTRAX SR 25MG (HYDROXYZINE 25 MG)	GALCARE PHARMACEUTICAL	50
224	TAB CAL MD3 (calcium orotate -1120 mg,magnesium hydroxide - 180 mg,vitamin d3 -1000 mg)	OVERSEAS HEALTH CARE	360
225	TAB VITAMIN A CHEW	ABBOTT	1000
226	INJ FERUNO 500 (IRON ISOMALTOSIDE 1000 SOLN FOR INJ IV) 5ML	ZYDUS	24
227	TAB FRISIUM 5MG (CLOBAZM 5 MG)	SANOFI INDIA	50

Sr No	<u>MATERIAL DESCRIPTION</u>	<u>Manufacturer/ Distributor</u>	<u>REQUIRED QTY</u>
228	TAB JECTOCOS LIPO (FERRIC PYROPHOSPHATE,VIT C,B12,&FOLIC ACID)	OAKNET HEALTHCARE PVT LTD	50
229	TAB ZEMPRED 8MG (METHYLPREDNISOLONE)	SUN PHARMACEUTICAL	100
230	TOPSOR LOTION 30ML (CLOBETASOL 0.05 % W/V	APPLE THERAPEUTICS PVT LTD	5
231	TAB ISOTROIN 10MG (ISOTRETINOIN 10 MG)	CIPLA	100
232	VENUSIA CREAM 60 GM	DR REDDY'S	5
233	TAB INSTACTIVE FORTE (METHYL SULFONYL METHANE,BOSWELLIA,CURCUMIN,SYZYGIUM AROMATICUM.COMMIPHORA.BORON &	INNOVCARE LIFESCIENCES PVT LTD	100
234	TAB LINAGLIP 5MG (LINAGLIPTIN 5 MG)	ARISTO PHARMA	1000
235	VELFIX-T TRANSPARENT FILM	DATT MEDIPRODUCTES	10
236	CAP OMEGA 300MG	ALLERGAN INDIA	500
237	TAB VALAMAC 1000 MG (VALACYCLOVIR 1000 MG)	MACLEODS PHARMA	200
238	HERPEX 5% CREAM 5GM (ACYCLOVIR 5% W/V)	TORRENT PHARMA	20
239	TAB LUMERAX 80MG (ARTEMETHER 80 MG + LUMEFANTRINE 480 MG)	IPCA LABORATORIES	100
240	TAB GLYCOMET 1GM SR (METFORMIN 1000 MG)SR	USV LTD	1000
241	TAB DYROGEST ER 20MG (DYDROGESTERON 20 MG)	ZYDUS HEALTHCARE	50
242	TAB GUDCEF -CV 200MG (CEFPODOXIME PROXETIL 200 MG + CLAVULANIC ACID 125 MG)	MANKIND PHARMA LTD	100
243	SYP A TO Z 200 ML	ALKEM LAB	30
244	CAP CRANMED (CRANBERRY AND D- MANNOSE)	PHARMED LTD	50
245	TAB SIBELIUM 5MG (FLUNARIZINE DIHYDROCHLORIDE 5 MG)	JANSSEN PHARMACEUTICALS	50

Sr No	<u>MATERIAL DESCRIPTION</u>	<u>Manufacturer/ Distributor</u>	<u>REQUIRED QTY</u>
246	TAB NUROKIND OD (MECOBALAMINE ,VIT B12 - 1500 MCG)	MANKIND PHARMA LTD	1000
247	TAB ETOVA MR 400/4 (ETODOLAC 400 MG + THIOCOLCHICOSIDE 4 MG)	IPCA LABORATORIES	100
248	TAB VERTIN 16MG (BETAHISTINE 16 MG)	ABBOTT	300
249	TAB TENDOCARE FORTE	PHARMED	100
250	TAB CEFTUM 500MG (CEFUROXIME 500 MG)	GLAXO SMITHKLINE	300
251	MINTOP GAINS TOPICAL S 60ML (FINASTERIDE 0.1 % W/V)	DR REDDY'S	10
252	REDENSER PLUS SERUM SPRAY 60ML	HITECH FORMULATION	10
253	FLUTIVIN NASAL SPRAY 6GM (FLUTICASONE PROPIONATE 0.05 % W/V)	LEEFORD HEALTHCARE LTD	20
254	KOZILITE- H 20GM	ETHICARE REMEDIES	2
255	TAB ISOTROIN 20MG (ISOTRETINOIN 20 MG)	CIPLA	50
256	VYGENE 100ML (LACTIC ACID & LACTOSERUM TOPICAL SOLN)	STEDMAN	10
257	CANSOFT-CL VAG SUPP (CLINDAMYCIN 100 MG + CLOTRIMAZOLE 200)	SUN PHARMACEUTICAL	20
258	CAP FENZA (FENTICONAZOLE 600 MG)	INTEGRACE PVT LTD	50
259	TAB SHELCAL ISO (CALCIUM CARBONATE 500 MG ,CALCITRIOL 0.25 MCG,SOYA ISOFLAVONES 60 MG)	TORRENT PHARMA	1000
260	TAB VERNACE (ACETYLCARNITINE 500 MG)	SUN PHARMACEUTICAL	50
261	TAB ALTRADAY (ACECLOFENAC 200 MG + RABEPRAZOLE 20 MG)	SUN PHARMACEUTICAL	200
262	TAB PAUSE 500MG (TRANEXAMIC ACID 500 MG)	EMCURE PHARMACEUTICAL	100
263	TAB NUMOLOG (ALPHA NKETOANALOGUE)	MEDIGEN LIFE SCIENCE	720

Sr No	<u>MATERIAL DESCRIPTION</u>	<u>Manufacturer/ Distributor</u>	<u>REQUIRED QTY</u>
264	TAB SOBIMED 1000MG (SODIUM BICARBONATE 1000 MG)	MEDIGEN LIFE SCIENCE	200
265	TAB CARDIVAS 6.25 MG (CARVEDILOL 6.25 MG)	SUN PHARMACEUTICAL	1000
266	TAB O2 (OFLOXACIN 200 MG + ORNIDAZOLE 500 MG)	MEDLEY PHARMACEUTICAL	500
267	TAB TRAZONIL 50MG (TRAZODONE HYDROCHLORIDE 50 MG)	INTAS	100
268	INJ TERIFRAC 750MCG (TERIPARATIDE)	INTAS	12
269	SYP BECOSULES + 200ML	PFIZER	50
270	TAB ROSEDAY -CV 10 MG (ROSUVASTIN 10 MG + CLOPIDOGREL 75 MG)	USV LTD	500
271	TAB ROSEDAY 5MG (ROSUVASTIN 5 MG)	USV LTD	1000
272	CAP DUTAS (DUTASTERIDE 0.5 MG)	DR REDDY'S	200
273	FORACORT INHALER 200MG (FORMOTEROL6 MCG + BUDESONIDE 200 MCG)	CIPLA	12
274	TAB STORVAS 40 MG	SUN PHARMACEUTICAL	1000
275	COSVATE G CREAM 25GM (CLOBETASOL + GENTAMYCIN)	OAKNET HEALTHCARE PVT LTD	10
276	TAB ME 12OD (METHYLCOBALAMIN 1500 MCG + VITAMIN B6 20 MG + FOLIC ACID 5 MG)	SYSTOPIC LABORATORIES	1200
277	TAB SAAZ DS (SULFASALAZINE 1000 MG)	IPCA LABORATORIES	100
278	CAP JOINTACE TRIO (BOSEWELLIA SERRATA GUM RESIN EXTRACT (AFLAPIN) 100MG ,NATIVE 9UNDENATURED) COLLAGEN TYPE II(4%).40MG	MEYER VITABIOTIC	300
279	SYP MEFTAL-P 60ML	BLUE CROSS	30
280	WIKORYL DROPS 10ML (chlorpheniramine maleate 1 mg +PARACETAMOL 125 MG + PHENYLEPHRINE 205 MG)	ALLEMBIC	20
281	A TO Z DROPS 15ML	ALKEM LAB	20

Sr No	<u>MATERIAL DESCRIPTION</u>	<u>Manufacturer/ Distributor</u>	<u>REQUIRED QTY</u>
282	TAB CILACAR T	J B CHEMICALS	500
283	CAP MICROFLORA V	STEDMAN PHARMA	50
284	TAB HOSIT D3	EMCURE PHARMACEUTICAL	360
285	CAP HAPPI -D	ZYDUS CADILA	360
286	TAB GLUCRETA 5 MG (DAPAGLIFLOZIN 5 MG)	TORRENT PHARMA	720
287	TAB ROSEDAY GOLD 20MG (ASPIRIN 75 MG + ROSUVASTATIN 20 MG + CLOPIDOGREL 75 MG)	USV LTD	720
288	T-BACT OINT 5GM (MUPIROCIN OINT)	GLAXO SMITHKLINE	100
289	TAB FLAGYL ER 600MG (METRONIDAZOLE EXTENDED REALESE 600 MG)	ABBOTT	200
290	TAB VOGLIBOZ-M2 (VOGLIBOSE 0.2 M G ,METFORMIN 500 MG SR)	KNOLL	720
291	TAB TELMA CT 6.25MG (TELMISARTAN 40 MG & CHLORTHALIDONE 6.25 MG)	GLENMARK	1000
292	TAB TELMA CT 12.5MG (TELMISARTAN 40 MG & CHLORTHALIDONE 12.5 MG)	GLENMARK	500
293	TAB NUPENTA 40MG (PANTOPRAZOLE SODIUM 40 MG)	MACLEODS PHARMA	500
294	TAB JALRA -M 50/500MG (METFORMIN 500 MG + VILDAGLIPTIN 50 MG)	USV	1200
295	LOMELA CREAM 10GM (HYDROQUINONE 2 %W/W, TRETINOIN 0.025 %W/W & MONETASONE FUROATE 0.1% W/W)	INTAS PHARMA	5
296	FREESTYLE LIBRE FLASH (FLASH GLUCOSE MONITORING SYSTEM)	ABBOTT	25
297	TAB ROKO (LOPERAMIDE 2 MG)	CIPLA	200
298	TAB STEMETIL MD 5 MG (PROCHLORPERAZINE MALEATE)	ABBOTT	300
299	TAB SORBITRATE 10MG (ISOSORBIDE DINITRATE 10 MG)	ABBOTT	300

Sr No	<u>MATERIAL DESCRIPTION</u>	<u>Manufacturer/ Distributor</u>	<u>REQUIRED QTY</u>
300	TAB SORBITRATE 5MG (ISOSORBIDE DINITRATE 5 MG)	ABBOTT	500
301	NS 100ML (SODIUM CHLORIDE 100 ML)	ACCULIFE	20
302	TAB ROZUCOR-B 20MG (BEMPEDOIC ACID 180MG,ROSUVASTATIN 20MG	TORRENT PHARMACEUTICALS	500
303	TAB REBAGEN (REBAMIPIDE 100MG)	MACLEODS PHARMA	720
304	TAB DILNIP 5MG (CILNIDIPINE 5MG)	LUPIN LTD	500
305	TAB DICLOGEM SP	OMEGA PHARMA	6000
306	LOX 2% JELLY	NEON LAB	12
307	ONE TOUCH SELECT LANCETS 25 NOS	LIFESCAN EUROPE	50
308	ONE TOUCH SELECT SIMPLE STRIPS 25 NOS (30 X 25)	LIFESCAN EUROPE	30
309	ONE TOUCH SELECT PLUS STRIP 25NOS (30 X 25)	LIFESCAN EUROPE	30
310	TAB MET XL TRIO 25MG	AJANTA PHARMA	500
311	B. ARJUNARISTHA SYP 455ML	BAIDYANATH	2
312	TAB ALLEGRA -M (FEXOFENADINE HYDROCHLORIDE 120 MG ,MONTELUKAST 10 MG)	SANOFI INDIA LTD	6000
313	TAB ALLEGRA 120 MG (FEXOFENADINE 120 MG)	SANOFI INDIA LTD	500
314	TAB WYSOLONE DT 5MG	PFIZER	1000
315	TAB CIPLAR LA 20	CIPLA	500
316	TAB NEBICARD -T	TORRENT	500
317	TAB RABLET 20MG	LUPIN LTD	500

Sr No	<u>MATERIAL DESCRIPTION</u>	<u>Manufacturer/ Distributor</u>	<u>REQUIRED QTY</u>
318	CALDWISE DROPS 30ML (COLECALCIFEROL 800 I U DROPS (VIT D3))	MEDMATE LIFE SCINCE	20
319	MACALVIT SYP 180ML (CALCIUM GLUCONATE 1.18GM,CALCIUM LACTATE 260 MG , CHOLECALCIFEROL (VIT D3)100IU)	DR REDDY'S LABORATORIES LTD	20
320	FAS 3 KIT FLUCONAZOLE 150MG,AZITHROMYCIN 1000MG, SECNIDAZOLE 1000 MG	HETERO HEALTHCARE	200
321	ACULIFE 5% DEXTROSE (D5 DEXTROSE 5 % W/V)	ACCULIFE	50
322	RL 500 ML (COMPOUND SODIUM LACTATE INJ 500 ML)	ACCULIFE	50
323	DNS (0.9 % W/V SODIUM CHLORIDE AND 5 % W/V DEXTROSE INJ)	ACCULIFE	50
324	TAB RYBELSUS 3MG (SEMAGLUTIDE 3MG)	NOVO NORDISK INDIA PVT LTD	60
325	TAB EUREPA 1MG (REPAGLINIDE 1MG)	TORRENT PHARMA	1000
326	TAB JALRA OD 100MG (VILDAGLIPTIN 100GM)	USV PHARMACEUTICALS	1000
327	RL 100 ML (COMPOUND SODIUM LACTATE INJ 100 ML))	ACCULIFE	30
328	DEXTROSE 25 % W/V 100 ML	ACCULIFE	50
329	ACTRAPID FLEXPEN	NOVO NORDISK INDIA PVT LTD	24
330	BUDECORT RESPULES (BUDESONIDE 0.5 MG)	CIPLA	500
331	DUOLINI RESPULES (LEVOSALBUTAMOL 1.25 MG + IPRATROPIUM 500 MCG)	CIPLA	500
332	ASTHALIN RESPULES (SALBUTAMOL 2.5 MG)	CIPLA	200
333	TAB MYLAMINE	MACLEODS	3000
334	TAB SUPRADYN	BAYER	3000
335	TAB BRILINTA 90 MG(TICAGRELOR)	ASTRA ZENECA	2000

Sr No	<u>MATERIAL DESCRIPTION</u>	<u>Manufacturer/ Distributor</u>	<u>REQUIRED QTY</u>
336	TAB ECOSPRIN AV (40/75) (ATORVAS 40 MG, ASPIRIN 75 MG)	USV	720
337	TAB CYRA D (RABEPRAZOLE + DOMPERIDINE	SYSTOPIC LAB	360
338	TAB AZTRIC 40 MG(AZILSARTAN MEDOXOMIL)	INTAS PHARMACEUTICAL LTD	720
339	COMBIHALE FB 200 INHALER (FORMOTEROL 6 MCG + BUDESONIDE 200 MCG	MANKIND	10
340	TAB CILACAR 10 MG	J. B. CHEMICALS & PHARMACEUTICALS	2000
341	CAP PANLIPASE 25000 (PANCREATIN 300 MG)	SUN PHARMACEUTICAL	360
342	TAB CREON 10000 UNITS (PANCREATIN 150 MG)	ABBOTT	360
343	FORACORT 400 MG INHALER (FORMOTEROL 6 MCG + BUDESONIDE 400 MCG)	CIPLA	12
344	GLYCOHALE F ROTACAP (FORMOTEROL 12 MCG + GLYCOPYRROLATE 25 MCG)	CIPLA	5
345	TAB CYBLEX 30 XR (GLICLAZIDE SR 30 MG)	ERIS LIFESCIENCE LTD	720
346	TAB ROZUCOR F 10 MG (FENOFIBRATE 160 MG + ROSUVASTATIN 10 MG)	TORRENT PHARMACEUTICALS	500
347	TAB ROZUCOR F 20 MG (FENOFIBRATE 160 MG + ROSUVASTATIN 20 MG)	TORRENT PHARMACEUTICALS	500
348	CARDACE H 5 MG (RAMIPRIL 5 MG ,HYDROCHLORTHIAZIDE 12.5 MG)	SANOFI INDIA LTD	360
349	TAB SOMPRAZ D 20 MG (DOMPERIDON 30 MG+ ESOMEPRAZOLE 20 MG)	SUN PHARMACEUTICAL	360
350	TAB EUREPA 0.5 MG (REPAGLINIDE 0.5 MG)	TORRENT PHARMA	720
351	TAB ROSUBEST 20 MG (ROSUVASTATIN 20 MG)	CADILA PHARMACEUTICALS LTD	2000
352	TAB RABLET IT (RABEPRAZOLE 20 MG + ITOPRIDE 150 MG)	LUPIN LTD	360
353	TAB CIPLAR LA 20 (PROPRANOLOL 20 MG)	CIPLA LTD	720

Sr No	<u>MATERIAL DESCRIPTION</u>	<u>Manufacturer/ Distributor</u>	<u>REQUIRED QTY</u>
354	SYP VERO CET 100 ML (LEVETIRACETAM 100 MG)	ALTEUS BIOGENIC	12
355	COGNITRUST DHA SUSPENSION 200 ML (L-CARNOSINE 100 MG,DHA 40 % -100 MG,VITAMIN D3 10 MCG)	ALTEUS BIOGENIC	6
356	TAB PROTHIADEN 25 MG (DOSULEPIN 25 MG)	(ABBOTT)	100
357	TAB VALENTAS 50 MG (SACUBITRIL 24 MG +VALSARTAN 26MG)	(LUPIN)	360
358	TAB RYBELSUS 14MG (SEMAGLUTIDE 3MG)	NOVO NORDISK INDIA PVT LTD	720
359	TAB METOSARTAN 50 MG (METOPROLOL SUCCINATE ER 50 MG & TELMISARTAN 40 MG)	SUN PHARMA	360
360	INJ PAN 40 MG IV 10 ML	ALKEM	30
361	INJ ONDEM 2 ML	ALKEM	50
362	INJ TRAMAZAC 1 ML	ZYDUS	20
363	INJ VOVERAN 1 ML	DR REDDY'S	300
364	INJ RANTAC 2 ML	J.B.CHEMICALS	300
365	INJ TETANUS TOXIDE	SERUM INSTITUTE	2000
366	INJ HYDROCORT 100 MG 2ML	ABBOTT	20
367	INJ LASIX 4 ML	SANOFI	30
368	INJ NEUROBION FORTE RF 2 ML	PROCTER & GAMBLE	30
369	INJ FEBRINIL 3 ML	SVIZERA HEALTHCARE	100
370	INJ DEXOLON 4 MG	BIOGEN SERUM	20
371	INJ TROPINE 0.6 MG (ATROPINE SULPHATE 1 ML)	NEON LAB	20

Sr No	<u>MATERIAL DESCRIPTION</u>	<u>Manufacturer/ Distributor</u>	<u>REQUIRED QTY</u>
372	INJ CALCIUM GLUCONATE 10 ML	LIFE CARE PHARMA	10
373	INJ EPTOIN 2 ML (PHENYTOIN 50 MG/2 ML)	ABBOTT	20
374	INJ DERIPHYLLIN 2 ML	ZYDUS HEALTHCARE	20
375	GLYCERINE 400 GM	ASHWIN PHARMA	10
376	HYDROGEN PEROXIDE 400 ML	LEO ENTERPRISES	10
377	SURGICLIN CLINICAL SPIRIT 400 ML	ASHWIN FINE CHEMICALS &PHARMA	20
378	SAVLON (CHLORHEXIDINE GLUCONATE & CETRIMIDE SOLUTION)1 LITR	ALLIANCE FORMULATIONS	30
379	DYNAPLAST (ELASTIC ADHESIVE BANDAGE)10CM X STRECHED LENGTH 4/6 M	JOHNSON & JOHNSON	10
380	TAB HCQS (HYDROXYCHLOROQUINE 200 MG)	IPCA LABORATORIES	300
381	LIFE BOUY LIQUID HANDWASH 750 ML	HINDUSTAN UNILEVER LTD	15
382	DETTOL LIQUID HANDWASH 675 ML	RECKITT BENCKISER(INDIA)PVT LTD,	15
383	MEDISTAT 0.5 MG NASAL SRAY	ALTEUS BIOGENIC PVT LTD	20
384	TAB ANTOXIPAN DS (L-METHIONINE ,VITAMINS AND SELENIUM POWDER) 1 MG	ABBOTT	50
385	INJ BASALOG (INSULIN GLARGINE 100 IU /ML)	BIOCON	24
386	TAB NEXITOPLUS (CLONAZEPAM 0.5 MG + ESCITALOPRAM OXALATE 5 MG)	SUN PHARMA	50
387	TAB LACOSSET 100 MG (LACOSAMIDE 100 MG)	SUN PHARMA	720
388	TAB EPTOIN 100 MG (PHENYTOIN)	ABBOTT	1200
389	TAB TELMA 80-AM (TELMISARTAN 80 MG + AMLODIPINE 5 MG)	GLENMARK PHARMACEUTICAL	720

Sr No	<u>MATERIAL DESCRIPTION</u>	<u>Manufacturer/ Distributor</u>	<u>REQUIRED QTY</u>
390	STERILIUM 100 ML	RAMAN & WELL PVT LTD .	20
391	STERILIUM 500 ML	RAMAN & WELL PVT LTD .	10
392	CORN CAPS	LEEFORD	200
393	MICROPORE TAPE 2 " (M' PORE)	MEDICARE HYGINE LTD	300
394	MICROPORE TAPE 1 " (M' PORE)	MEDICARE HYGINE LTD	200
395	SYP MUCAINE GEL 200 ML MINT FLAVOUR	PFIZER LTD	100
396	CAP DEPIN 5 MG	ZYDUS CADILA	200
397	CAP DEPIN 10 MG	ZYDUS CADILA	200
398	TAB SATROGYL 300 MG	ALKEM HEALTH SCIENCE	100
399	TAB SECNIL FORTE 1 GM	ABBOTT	50
400	TAB NATRILIX SR 1.5 MG (INDAPAMIDE SUSTAINED RELEASE)	SERVIER INDIA PVT LTD	720
401	TAB CILACAR 20 MG	J .B. CHEMICAL & PHARMACEUTICALS	3600
402	TAB PROGYNOVA 2 MG (ESTRADIOL VALERATE)	ZYDUS HEALTHCARE	50
403	INJ LEUGARD DEPOT 22.5MG (LEUPROLIDE 22.05 MG)	ZYDUS HEALTHCARE LTD	12
404	TAB PREGEB M OD 75 MG (METHYLCOBALAMINE 1500 MCG + PREGABALIN 75 MG)	TORRENT PHARMA	1200
405	INJ STEMETIL 1 ML	ABBOTT	50
406	INJ CYCLOPAM 2 ML	INDOCO REMEDIES LIMITED	100
407	INJ AVIL 2 ML	SANOFI	100

<u>Sr No</u>	<u>MATERIAL DESCRIPTION</u>	<u>Manufacturer/ Distributor</u>	<u>REQUIRED QTY</u>
408	INJ ADRENALINE 1 ML	HARSON LABORATORIES	20
409	TAB DYTOR PLUS 5 MG (TORASEMIDE 5 MG)	CIPLA LTD	360
410	FORACORT 400 MG ROTACAPS (30 CAP)(FORMOTEROL 6 MCG + BUDESONIDE 400 MCG)	CIPLA	100
411	INJ LOX 2 % 30 ML	NEON LAB	10
412	INJ LOX 4 % 30 ML	NEON LAB	10

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 sub-clause below, which have accrued and/ or shall accrue to MDL after that.

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

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

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

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

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

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

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

(v) Prefer claims against insurances, if any.

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

(vii) Risk and Cost Procurement

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

(Note: deleted being contrary to law).

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

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

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

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 nos 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")

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

Enclosure - 7

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 include its successors and assigns) hereby agree to pay to the Company without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) against any loss or damage, costs, charges and expenses caused to or suffered by the Company by reason of non performance and non-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