



निविदा पूछताछ  
TENDER ENQUIRY

[वेब निविदा]  
[WEB TENDER]

माझगांव डॉक शिपबिल्डर्स लिमिटेड  
(भारत सरकार का उपक्रम)  
MAZAGON DOCK SHIPBUILDERS LIMITED  
(Formerly known as Mazagon Dock Limited)  
(A Govt. of India Undertaking)  
CIN: L35100MH1934GOI002079  
Dockyard Road, Mumbai 400 010  
Website- [www.mazagondock.in](http://www.mazagondock.in)  
Certified - ISO 9001: 2008 for Shipbuilding Division  
GST ID : 27AAACM8029J1ZA

निविदा सं./Tender No	6000001684	विभाग/Department	OTS(OUTSOURCING DEPT.)
क्रय अधिकारी/Purchase Exec.	P.P.Vaidya	क्रय अधिकारी/Purchase Exec.	P.P.Vaidya
सेवा में /To		दूरभाष सं./Telephone No	23763084
		फैक्स सं./Fax No	23743198
		ई-मेल/E-Mail	ppvaidya@mazdock.com
दूरभाष सं./Telephone		निविदा सं./Tender No	6000001684
फैक्स सं./Fax		निविदा तिथि/ Tender Date	30.07.2025
ई-मेल/E-Mail		निविदा बंद की तिथि/Tender Closing Date	20.08.2025
		निविदा बंद होने का समय/Tender Closing Time	15:00:00
		आरएफक्यू सं./RFQ No	2110001881

निविदा शुल्क/Tender Fee	रु/Rs	0.00
बयाना राशि/EMD Amount	रु/Rs	0.00
पूर्व बिड बैठक तिथि और समय/Pre Bid Meeting Date & Time		,00:00:00
निविदा खोलने की तिथि और समय/Tender Opening Date & Time		21.08.2025,15:30:00
प्रस्ताव वैधता तिथि है/Offer should be valid up to		15.02.2026
सुरक्षा जमा/Security Deposit		0.00 %आदेश मूल्य का/PO value
वरीय बैंक जमानत /Perf. Bank Guarantee		0.00 %आदेश मूल्य का/PO value

( आगे के विवरण हेतु कृपया सम्बंधित नियम शर्तों को पढ़ें। सुनिश्चित करें कि कोटेशन और संबंधित पत्राचार के लिए विभाग का नाम, क्रय अधिकारी का नाम, निविदा संख्या, बंद होने का समय एवं तिथि एवं आरएफक्यू सं. अपने कोटेशनमें लिखें। )

Kindly read and refer relevant terms & conditions for further details. Do ensure to Quote Department Name, Purchase Executive's Name, Tender Number, closing date & time and RFQ Number in your Quotation & related correspondence )

प्रिय महोदय/महोदया  
Dear Sir / Madam ,

विषय /SUB:- DESIGNING AND PRINTING OF COFFEE TABLE BOOK (ENGLISH LANGUAGE) FOR DEFENSE SHIPYARD'S CAPEX.

माझगांव डॉक शिपबिल्डर्स लिमिटेड प्रतिष्ठित/संभावित आपूर्तिकर्ताओं से निम्न हेतु, प्रतियोगितात्मक दो बोली प्रणाली में ( भाग -I तकनीकी - वाणिज्य बोली एवं भाग II मूल्य बोली ) बोली आमंत्रित करती है।  
Mazagon Dock Shipbuilders Limited (MDL) invites Competitive – Bid from reputed Supplier for the following in TWO BID system ( Part - I Techno - Commercial Bid & Part - II Price Bid ).

क्र.सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
00100	Coffee Table Book	1 Activity unit	24.10.2025
The Line item 00100 covers the following services			
000000001	सेवा सं./Service Number :-	100 Number	

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
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0	संक्षिप्त वर्णन/Short Description :- Designing & Printing of Coffee Table Boo सेवा विवरण/Service Details :- DESIGNING & PRINTING OF COFFEE TABLE BOOK (ENGLISH LANGUAGE)		
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नियम और शर्तें : भाग ए मे लिखी हुई और इतर संलग्नपत्रे इस निविदा एक अभिन्न अंग हैं |हमें आशा हैं की,हमें प्रतियोगित्मिक और उचित प्रस्ताव इस निविदा के लिए प्राप्त होगा |  
Terms & Conditions as indicated in Part A of this tender and other enclosures / annexures form an integral part of this tender document. We look forward to receive your most competitive and reasonable offer against this Tender.

माझगाँव डॉक शिपबिल्डर्स लिमिटेड के लिए /For Mazagon Dock Shipbuilders Ltd



## **MAZAGON DOCK SHIPBUILDERS LIMITED**

(Formerly known as Mazagon Dock Ltd)

**CIN: U35100MH1934GOI002079**

(A Government of India Undertaking)

Dockyard Road, Mazagaon, Mumbai 400 010. INDIA

Certified – ISO 9001:2008 for Shipbuilding Division

**DIVISION: SHIP BUILDING**

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

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

**DEPARTMENT: OUTSOURCING**

Fax: +91(022) 2376 3198.

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

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

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

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

**MAZAGON DOCK SHIPBUILDERS LIMITED INVITES ON-LINE COMPETITIVE BIDS** from reputed Bidders / Suppliers in TWO BID SYSTEM (Part-I Techno Commercial Bid and Part-II Price Bid) on NIC PORTAL for the following Scope of Work / Supplies, terms and conditions:

- 1. Description of Work/Supplies/Services:** "Design and Printing of Coffee Table Book (English Language) For Defense Shipyard's Capex."
- 2. Pre-Qualification Criteria:** The bidder is required to submit scanned copies of necessary documents as below to ascertain their qualifying status. MDL reserves the right to verify the authenticity of the documents submitted / claims made by the bidder wherever felt necessary. "Bidders are requested to ensure that only relevant documents complete in all respect as indicated in the tender should be attached with their offer. The first page of every uploaded set of scanned document shall be an index of its contents. In case the offers received against this tender are more than 20, no opportunity will be extended for submission of deficient documents after opening of bids. The evaluation of the offers will be carried out and bidders will be qualified based on the documents received along with their offer."

## **Part A FOR TENDER NO.6000001684**

(i) Technical PQC:

- a. The firm should have done Design, Layout and printing of Coffee Table Book, Corporate Magazine, Annual Report, Magazine Publication etc. for Govt. and Corporate office in Last 3 years. The Firm should have done at least 05 such booklet works for Govt. or Corporate office.

Note:- Kindly note that bidders need to upload/submit supporting documentary evidence in support of the PQC viz. Work/ Purchase order, Work Completion Certificate/ Proof of payment with Tax Invoice/ Store receipt and acceptance report or any other evidence that confirms that the work is completed which is issued by the party for whom the work is done. Above supporting documentary evidence in support of the PQC criteria should be in the name of the bidder who is participating in the tender.

(ii) Commercial PQC

- a. Bidders Shop and establishment registration certificate or registration certificate from registrar of firms or certificate of incorporation from Registrar of Companies or any other valid document that confirms the firm's status. (Not required for permanent registered vendors with MDL).

### **3. Earnest Money Deposit (EMD): NOT APPLICABLE**

**4. Validity Period:** Bids / Offers shall have the validity period of 120 **Days** from the tender closing date.

**5. Online Submission of offer in Two Bid System:** Offer must be submitted in two parts, Part – I (Techno-Commercial Bid) & Part – II (Price Bid) on the NIC PORTAL. **Offer in any other form will not be considered.**

**5.i. Techno-Commercial Bid Part-I:** This part should contain the following:

a)	General Conditions of Contract(GCC), PartA TEF acceptance in the Prescribed Formats stating 'Accepted OR Deviation' as applicable for each of the clause.
b)	Deviation sheet in case of any deviations from Terms, Conditions specified in the Standard Terms and Conditions, Tender Enquiry & General Terms & Conditions shall be uploaded online.
c)	Any deviation with respect to Technical requirement shall be uploaded online by the bidder.
d)	Scanned image of valid GST Registration Certificate. Bidders need to confirm acceptance of Standard Terms & Conditions of GST enclosed with this tender as per <b>Enclosure-6.</b>
e)	Price schedule BLANKING the PRICES but clearly indicating 'QUOTED / UNQUOTED', also indicating the % of actual taxes/ duties applicable, in the prescribed format of tender.
f)	Bidders / Vendors should upload scanned documents as per Para2 of this tender.
g)	Scanned Image of valid Registration or Approval certificates in case of Bidder's/ firms registered with MDL/ NSIC/ Micro or Small Enterprises/Industries.
h)	The bidders have to give the undertaking as per Cl."Conflict of Interest among Bidders/Agents" along with part I bid

## **Part A FOR TENDER NO.6000001684**

- |    |  |
|----|--|
| i) | Compliance of Public order on Restrictions under Rule 144 as per Enclosure-7 |
|----|--|

**Note:** i) MDL has a right to verify / cross verification of authenticity of the scanned documents with respect to original submitted against this tender.

ii) The bidder is requested to **ensure that all the documents asked for are submitted** and are clear, legible & duly signed (i.e. self-attested), as it would save considerable time without necessitating the need for furnishing of the documents again by them. The bidder is also requested **not to submit unnecessary documents not asked for**, like signed & stamped copy of this Tender document, etc.

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

iv) Blank Rate Sheet form is required to be filled-up by the bidder by stating "QUOTED" or "NOT QUOTED" in Enclosure-2, depending upon whether the bidder has quoted for the particular Service/Item tendered. Therein, the bidder is also required to specify the Taxes & duties (if any) quoted & the rate of the Taxes/Duties.

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

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

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

5.iii. Opening of Techno-Commercial e-Bid (Part-I): Techno-Commercial e-bid (Part- I) will be opened online on the tender opening date or extended tender opening date or next working day if opening date happens to be holiday declared by MDL. The participant bidder can also witness opening of the bids online from their locations by logging on MDL e-procurement website with their Digital Signature Certificate (DSC).

5.iv. Opening of Price e-Bid (Part-II): After completion of Techno-commercial scrutiny, intimation for price e-bid opening will be communicated. Bidder to note that such intimation may be given at a short notice by Fax, E-mail or even by telephone. Techno-commercially qualified bidder can also witness opening of price bids online from their locations by logging on MDL e-procurement website by using their Digital Signature Certificate (DSC).

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

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

### **6. Bid Rejection Criteria:**

(i) The following conditions / deviations are non-negotiable and therefore any bid falling under these conditions / deviations shall be summarily rejected. Bidders to note

## **Part A FOR TENDER NO.6000001684**

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.

(ii) Following bid rejection criteria may render the bids Liable for Rejection: Non-compliance/non-acceptance to any of the terms and conditions of the tender other than following shall render the bid liable for rejection;

- (a) Equal time and opportunity for submission of deficient techno commercial documents and clarification shall be given to the bidders. Bidders are required to submit such documents / clarifications within the duration / date stipulated by MDL failing which their bids will be rejected.

### **7. Bid Evaluation Criteria:**

- a. Lowest bidder L-1 will be decided on the basis of overall quoted price (excluding taxes) for the entire tender quantity. Techno-Commercially Qualified Overall Lowest Bidder (L1) will be considered for further processing for placement of order for entire tender quantity.
- b. Bidders have to quote their price, applicable taxes (viz. GST% etc.) as per rate sheet available on NIC-Portal.
- c. On-line Ranking visible to the bidders after opening part II (price) bid is without loading parameters. However, the Overall L1 bidder will be evaluated offline after applying all applicable loading parameters (wherever applicable) as mentioned in the tender document.
- d. Bidder not quoting for all the services tendered & listed in the Rate Sheet are liable for rejection. Bidder has to confirm that they have quoted all the line items by filling Enclosure 2

### **8. DELIVERY OF MATERIALS: AS STATED IN SOW.**

### **9. Pricing:**

- a. The bidder shall quote the prices of all items and detailed scope of work as exhibited in Enclosure-1.
- b. While quoting Bidder should also indicate GST%, CESS (wherever applicable) as per NIC RATE SHEET. The prices quoted shall remain firm and fixed during the tenure of the contract. (Contract is for THREE years)
- c. Bidders should consider all cost such as labor, salaries to be paid as per minimum wages law, transportation, FUEL, all incidental expenses etc. for entire scope of work.
- d. MDL shall not be bound by any printed conditions or provisions in the bidder's bid forms or acknowledgement of Order/Contract, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to Order/Contract.
- e. **Bidders have to quote strictly as per the rate sheet available on NIC with respect to scope specified in the tender.**
- f. Bidder has to give confirmation in their technical bid that they have quoted for all line items by filling "Quoted/Not Quoted" in the enclosure-2.

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

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**11. Contract Period:** The Contract will be for a period of **ONE YEARS** and may be extended for a further period of three months on mutual consent basis on the same terms and conditions. However, if the performance of contractor is not satisfactory then contract may be terminated with one-month notice period by applying relevant clauses of contract such as Risk Purchase, etc.

**12. Mobilization:** The successful bidders shall mobilize and start the service Immediately from the placement of LOI/ Order whichever is earlier.

**13. TAXES & DUTIES:**

13.1 Following details are to be submitted by the bidders:

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

13.2 Bidders need to confirm acceptance of Standard Terms & Conditions of GST enclosed with this tender as per **Enclosure-6**.

**14. Terms of Payment: -**

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

**15. Site Visit for Quoting:** Prior to submission of your quotation, for any technical clarification if required bidders may contact Mrs. Geeta Sunatkari, DGM (Corporate Planning), MDL on Telephone No 2376 3115, mail id: gsunatkari@mazdock.com

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

**17. Security Deposit (SD): Not Applicable.**

**18. Denial Clause:** (i) No increases in price shall be admissible/allowed on account of any statutory increase in or fresh Imposition of GST, customs duty or on account of

## **Part A FOR TENDER NO.6000001684**

any other taxes/ duty/ cess/ levy), leviable in respect of the goods and services specified in the said contract which takes place after the original delivery date.

(ii) Notwithstanding any stipulation in the contract for increase in price on any other ground including price variation clause or foreign exchange rate variation, no such increase which takes place after the original delivery date shall be admissible on such of the said goods as are delivered after the said date.

(iii) But 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 on any other ground as stipulated in the price variation clause or foreign exchange rate variation which takes place after the expiry of the original delivery date.

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

**20. Compliance to Purchase Preference to Make In India:** The Government of India has issued revised Public Procurement (Preference to Make in India) order 2017 on 19 Jul 2024 as a part of its policy to encourage "Make in India" and promote manufacturing and production of goods and services in India with a view to enhancing income and employment. Subject to the provisions of this order and to any specific instructions issued by Nodal Ministry or in pursuance of this order, Purchase Preference shall be given to local suppliers in all the procurements undertaken by MDL in the manner specified below:

20.1 The terminology/ definitions used in the said order is as below:

(i) "Local content" means the amount of value added in India which shall be the total value of item (goods, services or works or their combination) under procurement (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent. Different definition of Local Content may be specified by the Nodal Ministry for items assigned to them, which will prevail over above.

(ii) "Class-I Local Supplier" means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for "Class-I local supplier" under this order

(iii) "Class-II Local Supplier" means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for "Class-II local supplier" but less than that prescribed for "Class-I local supplier" under this order.

(iv) "Non-Local Supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for "Class-II local supplier" under this order.

(v) "Margin of Purchase Preference" the maximum extent to which the price quoted by a "Class-I Local Supplier" may be above the L1 for the purpose of



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purchase preference. The margin of purchase preference for the present tender is 20%.

(vi) L1" means the lowest tender or lowest bid or lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

(vii) The Class-I local suppliers, under PPP-MII Order, participating in any government tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any government tender, may or may not be Class-I local suppliers. Suppliers may be categorized in following four broad categories for consideration or applicability of purchase preference:

Category	Terminology
Supplier is both MSE & Class-I local supplier.	"MSE Class-I local supplier"
Supplier is MSE but not Class-I local supplier.	"MSE but non-Class-I local supplier"
Supplier is not MSE but is Class-I local supplier	"Non-MSE but Class-I local supplier"
Supplier is neither MSE nor Class-I local.	"Non-MSE non-Class-I local supplier"

### **20.2 Minimum local content:**

(i) The minimum local content in the offer is to be not less than 20% for the present tender.

(ii)The 'local content' requirement to categorize a supplier as 'Class-1 local supplier' is minimum 50%. For 'Class-II local supplier', the local content requirement is minimum 20%.

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

### **20.3 Declaration by Local Supplier:**

(i) Bidders should indicate the percentage of local content (i.e. value added in India) along with the details of location/s where the value addition is made, in their bids, item wise or tender wise. The indicated local content percentage shall decide categorization of the vendors as "Class-I Local Supplier" / "Class-II Local Supplier" / "Non-local Supplier". All bidders should declare that the item and service offered meets the minimum local content & indicate its percentage in their offer which shall meet or excel required local content specified in tender. This declaration is necessary even if Custom Duty Exemption and / or ERV (if applicable) are not being sought. Certification as under is to be submitted mandatorily in technical offer Part-I bid.

(ii) The bidders shall provide a self-certificate, as per **Enclosure-10**, giving the percentage of local content. In case of procurement for value in excess of Rs.10 Crores the bidder shall provide self-certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing chartered accountant (in respect of supplier other than companies) giving percentage of local content.

(iii) Once the declaration /certification is committed at tender submission stage, the same cannot be altered subsequently at technical negotiation stage or after award of contract. Doing so would be treated / considered as false declaration by bidder and necessary action shall be initiated as per Para 9 of the said Order for debarment.

(iv) Declared Local Content shall be the basis for categorization of the vendors and tender evaluation. However, MDL reserves the right to undertake detailed

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examination of declared local content and may call vendor to submit relevant documents.

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

(vi) On scrutiny of offer, if all the bidders participating in the tender happen to have either not submitted the declaration certificate or not declared / specified the local content percentage in the declaration certificate or specified local content lower than the minimum local content requirement as per the tender, the subject tender shall be cancelled & matter shall be taken up with Ministry through MDL Nodal Executive. Meanwhile, re-tendering may be done without applying the provisions of said Order for need fulfilment of MDL.

(vii) On opening of the price bids, if it is identified that there is difference in local content declaration made & local content percentage as per price quoted is now not meeting (i.e. lesser than) the specified tender requirement (i.e. only on the quoted price without any loading) then such bidder shall be disqualified and shall not be considered for ranking purpose. The bid would be treated / considered as given false declaration and necessary action for debarment shall be initiated

### **20.5 Contract placement:**

In the procurement of goods, services or works which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone (Items covered under Para 3A(c) of PPP-MII Order, 2017) and both MSEs as well as Class-I local suppliers are eligible for purchase preference Purchase preference shall be accorded as under:

(i) L-1 is "MSE Class-I local supplier": Contract shall be awarded to L-1.

(ii) L-1 is not "MSE Class-I local supplier " but the "MSE Class-I local supplier" falls within 15% margin of purchase preference. Purchase preference shall be given to lowest quoting "MSE Class-I local supplier". If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on. If all "MSE Class-I local supplier" do not accept L-1 rates, then below Para shall be followed.

(iii) If conditions mentioned above are not met i.e. L1 is not "MSE Class-I local supplier" and "MSE Class-I local supplier" is not eligible to take benefit of purchase preference as per PPP-MSE Order or all "MSE Class-I local supplier" do not accept L-1 rates, the contract is to be awarded / purchase preference to be given in different possible scenarios as under:

A. L-1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier": Contract be awarded to L-1.

## **Part A FOR TENDER NO.6000001684**

B. L-1 is "Non-MSE non-Class-I local supplier": Firstly, purchase preference shall be given to eligible MSE as per PPP-MSE Order. If MSEs not eligible or does not accept then purchase preference to be given to eligible Class-I Local supplier as per PPP-MII Order. If Class-I Local supplier is also not eligible or does not accept then contract be awarded to L1.

### **20.6 Debarment of bidders / suppliers:**

(i) False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of GFR 2017 for which a bidder or its successor can be debarred for up to 2 years as per Rule 151(iii) of GFR 2017 along with such other actions as may be permissible under law.

(ii) A supplier who has been debarred by any procuring entity for violation of said Order shall not be eligible for preference under said Order for procurement by any other procuring entity for the duration of debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in such a manner that ongoing procurements are not disrupted.

NOTE: PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017-REVISION DATED 16 SEP 2020 IS APPLICABLE FOR THIS TENDER

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

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

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

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

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

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

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

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

## **Part A FOR TENDER NO.6000001684**

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

**Note: "This is a tender where line items are non-divisible"**

**22. Inspection:** - Quality and Quantity of work will be checked and Inspected by respective user department i.e. CP of MDL and vendor shall carry out work as per instruction of respective user department of MDL. Any objection raised by MDL user shall be satisfactorily corrected by the Vendor at his expenses.

**23. Liquidated damage (LD):**

(a) Time is an essence of the contract therefore the job, as ordered, should be completed on the dates mutually agreed upon in accordance with the delivery schedule.

(b) 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 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).

**24. NON DISCLOSURE AGREEMENT:** After placement of order/s, the successful bidder/s shall necessarily submit Non-Disclosure Agreement, as per format made available after placement of order. Purchase order/s will be issued to the successful bidder/s only after execution of Non-Disclosure Agreement (NDA). This Non-Disclosure Agreement to be executed on a non-judicial stamp paper of INR 500.00 The Specifications, drawings, work instructions and protocols such issued shall be on returnable basis, without reproduction/retention of the copies at the bidder's end. However, the successful Bidder/s (Contractor/s) would have to submit NDA as per the then prevailing format, at the time of order placement. The same would be made available at appropriate time

**25. Clarification of Bids/Shortfall Documents:** During evaluation and comparison of bids, MDL may, at his discretion, ask the bidder for clarifications on the bid. Reasonable & fair opportunity will be provided to all the bidders for furnishing shortfall documents. As far as possible the queries to all the bidders be forwarded on the same day with equal time for furnishing requisite information. The request for clarification shall be given in writing, asking the bidder to respond by a specified date, and if the bidder does not comply or respond by the date, his offer will be liable to be rejected. Depending on the outcome, such offers are will be ignored or considered further. No change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained. The shortfall information/documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. The documents may be asked for with a target date.

**26. Freak low:** If the L-1 quote is substantially lower than estimate or NLPP, the placement of order in such cases, results into either non-performance of the vendor or delayed performance or cancellation of orders at the risks and costs at so belated stage that the adverse effect of this has already occurred on project schedule. If the quoted L-1 rate is less than Cost Estimate / NLPP by more than 40% w.r.t. Cost Estimate / NLPP and if the quoted L-1 rate is less than L2 by more than 30% w.r.t. L2

## **Part A FOR TENDER NO.6000001684**

then such quote is to be treated as freak low quote. Necessary commercial action will be taken best suited to MDL.

**27. Hindrance Register:** All hindrances with date of occurrences and removal shall be noted in the Hindrance Register. The Hindrance Register shall be signed by the representatives of both MDL as well as Contractor.

**28. Public Grievance Cell:** - A Public Grievance Cell headed by Shri. R R Kumar, ED(EY-PRODN) 4<sup>th</sup> Floor, D2 Building, East Yard, has been set up in the Company. Members of public having complaints or grievances are advised to contact him on Wednesday between 10.00hours and 12.30hours in his office or send their complaints / grievances to him in writing for redressal. His Telephone No. is 2376 3512.

**29. Conflict of Interest among Bidders/Agents:** Bidders having a conflict of interest shall not be eligible to participate in the tender process unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract. The bidder shall be considered to have a conflict of interest in this tender process and execution of the resultant contract in the following situations: -

- (i) If its personnel have a close personal, financial, or business relationship with any personnel of the procuring entity who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly;
- (ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
- (iii) A Principal can authorize only one agent, and an agent should not represent or quote on behalf of more than one Principal. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate or
- (iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV;

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

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

**31. Official secret act:** The Contractor/Bidder shall also abide all statutory requirements, Official Secrets Act 1923, Security & Safety regulations, etc. as per references, which are part of this Tender & also adhere to the health, safety and environment norms, equipping their personnel with suitable safety gears, Personal Protective Equipment (PPEs), etc.

**32. RESTRICTIONS UNDER RULE 144(XI) OF GENERAL FINANCIAL RULES GFRS, (2017) AS PER DIRECTIVES F NO. DPE/7(4)/2017-FIN DTD**

## **Part A FOR TENDER NO.6000001684**

### **24.02.2023 & ORDER NO F.7/10/2021-PPD (1) DTD 23.02.2023 (REFER ANNEXURE -G)**

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (TOT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.

2. "Bidder" means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

3. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means: -

- i. An entity incorporated, established or registered in such a country; or
- ii. A subsidiary of an entity incorporated, established or registered in such a country; or
- iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- iv. An entity whose beneficial owner is situated in such a country; or
- v. An Indian (or other) agent of such an entity; or
- vi. A natural person who is a citizen of such a country; or
- vii. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

4 The beneficial owner for the purpose of 2 above will be as under:

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

Explanation—

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;
- ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

## **Part A FOR TENDER NO.6000001684**

- 5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- 7 The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.
- 8 If the bidder was validly registered at the time of acceptance I placement of order, registration shall not be a relevant consideration during contract execution

### **33. Breach of Obligation Clause with respect to Bid Submitted:**

In case of breach of any obligation mentioned under, the bidder shall be disqualified / debarred from the bidding process for a period of one year from the date of notification, Bidder has withdrawn/modified/amended /impaired/ derogated from the tender during the period of bid validity Bidder fails or refuses to execute the contract upon notification of acceptance of bid by the Purchaser during the period of bid validity.

**34. Right to reject any or all bids:** MDL reserves its right to accept or reject any or all bids, abandon / cancel the tender process, and issue another tender for the same or similar Goods/Services at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

**35. Declaration:** 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

### **36. Instructions to the Bidders:**

- a. The bidder is required to quote online on the e- Procurement website ([www.eprocuremdl.nic.in](http://www.eprocuremdl.nic.in)) by the deadline, by submitting the Techno- commercial Bid Price Bid in Electronic format only. The prices/quotes & a few declarations shall have to be 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).
- b. To be able to participate in e-Tender (s), every bidder must register themselves on the ASP's website (registration is free of cost) & must possess a legally valid Class-IIIB Digital Signature Certificate (DSC) (also known as Class-III B DSC with encryption& signing authority) as per IT Act- 2000, using which they can sign their electronic bids. The DSC can be procured from any Certifying Authority (CA) authorized by Controller of Certifying Authorities (CCA) of Govt. of India.
- c. National Informatics Centre (NIC) has been appointed by MDL as the Application Service Provide (ASP).
- d. 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.
- e. In case of any difficulty during online submission of offer, bidders are requested to contact on toll-free customer help line no 0120-4200462, 0120-4001002 of e-procurement portal <http://eprocuremdl.nic.in>
- f. Bidders in their own interest are requested to upload their bids well in advance of tender closing date to avoid the last minute difficulties in uploading the bids. Request

## **Part A FOR TENDER NO.6000001684**

for extension, if at all to be made, shall be forwarded at least 3 working days in advance to the tender closing date / time with proper reasoning. MDL reserves all rights in this regard & decision of MDL shall be binding to the applicant. Problems in hardware/software, internet connectivity, system configurations, Browser setting etc., for whatsoever reason shall not be considered for extension of tender closing date and time.

g. 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.

h. All bidders are requested to get their technical queries, if any, clarified in advance (3 days in advance to tender closing date) before bidding to avoid last minute delay. For any technical clarification, bidders are requested to contact Mrs. Geeta Sunatkari, DGM(CP) on 23763115. For any commercial clarification, bidders are requested to contact Ms. Pallavi Vaidya, M(OTS), Tel. no. 23763082.

i. Bidders can participate in online bidding by registering with <https://eprocuremdl.nic.in> for User ID and password.

j. By obtaining class IIB or above DSC (Digital Signature Certificate) with encryption & signing authority (for secured bidding).

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

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

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

n. Official Secret Act 1923 shall be integral part of tender.

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

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

Yours faithfully,  
For Mazagon Dock Shipbuilders Limited,

Pallavi Vaidya  
M (Outsourcing)  
022-23763082

### **List of Enclosures**

Enclosure -1	Scope of Work
Enclosure -2	Illustration of Rate Sheet Format
Enclosure -3	TEF Acceptance Form
Enclosure -4	GENERAL CONDITIONS OF CONTRACT
Enclosure -5	GENERAL CONDITIONS OF CONTRACT ACCEPTANCE FORMAT
Enclosure -6	Standard terms and conditions for GST compliance
Enclosure -7	Compliance of Public order on Restrictions under Rule 144
Enclosure -8	Conflict of Interest Declaration
Enclosure -9	PPP (PURCHASE PREFERENCE TO MAKE IN INDIA), Order 2017 declaration for local content
Enclosure -10	PPP (PURCHASE PREFERENCE TO MAKE IN INDIA), Order 2017 declaration for local content after PO
Enclosure-11	PROFORMA OF NON-DISCLOSURE AGREEMENT.



## **Part A FOR TENDER NO.6000001684**

### **CHECKLIST OF SUBMITTALS TO BE ATTACHED ALONGWITH ONLINE TECHNICAL BID**

Bidder to indicate Submitted/ Not submitted and Yes / No under relevant Column and Reasons for Non-submissions if any

<b>SI No</b>	<b>Submittals (Scanned Copy)</b>	<b>Whether Submitted/ Not Submitted</b>	<b>Bidder to indicate the Reasons below for Non-Submissions if any, or if they have indicated "NO" under relevant columns</b>
<b>1</b>	Enclosure-1 viz SOW---Acceptance	Yes/ No	
<b>2</b>	Enclosure-2 viz Illustrative rate sheet, "QUOTED / NOT QUOTED" signed & stamped	Yes/ No	
<b>3</b>	Enclosure-3 TEF Acceptance Form, accepted, filled, signed & stamped	Yes/ No	
<b>4</b>	Enclosure-5 viz GCC Acceptance Form, accepted, filled, signed & stamped	Yes/ No	
<b>5</b>	Enclosure-6 acceptance on Standard terms and conditions for GST compliance Acceptance	Yes/ No	
<b>6</b>	Enclosure-7 GFR: filled, signed & stamped	Yes/ No	
<b>7</b>	Enclosure-8 Conflict of Interest, filled, signed & stamped	Yes/ No	
<b>8</b>	Enclosure-9 PPMKII: filled, signed & stamped	Yes/ No	
<b>9</b>	Declaration for Banned or delisted Tenderer	Yes/ No	
<b>11</b>	GST Registration Certificate	Yes/ No	
<b>12</b>	Documents as per PARTA PQC cl2.ii.b		
	a. Shop & Establishment Registration Certificate or Certificate of Incorporation	Yes/ No	
	b. Whether Shop and Establishment Certificate is valid as on date of submission	Yes/ No	
<b>13</b>	Deviation if any clearly stating TEF clause no and reason for deviation	Yes/ No	
<b>15</b>	Documents as stated in TPQC	Yes/ No	
<b>15</b>	Enclosure-11 Proforma of Non-Disclosure Agreement	Yes/ No	

**1. SUB CONTRACTOR'S SCOPE OF WORK**

The scope of work and deliverables shall be as under:

- a) Conceptualization, creation/generation, designing, lay-out, photo-text content development, illustrations editing and printing of coffee table book, on infrastructure of DPSU Shipyards.
- b) Text-content development, editing of contents, preparing the design/layout and it's editing & copy writing for the project.
- c) Design the overall look of the book, the fonts to be used. This includes typesetting of the book, ensuring illustrations and correct captions, preparation of Headings etc.
- d) Effective coordination for collating content and reference material, photos and design including appropriately placing of photographs, Preparing bibliography etc.
- e) Layout the texts and photographs in the book. This includes ensuring high quality of work (editorial, design and production).
- f) The first draft to be shared with MDL for suggestions/comments.
- g) The agency is required to incorporate the comments/ suggestions and submit second draft for approval. If approved, the agency will submit the final deliverable and if it is not approved, the agency would be required to make further changes as per the comments/ suggestions given by the MDL.
- h) Agency cannot share any material with anyone without prior approval of MDL.
- i) A sample of the coffee table book (Print 5 copies) should be submitted to MDL for approval before final printing.
- j) Non-Disclosure Agreement (NDA) to be signed with MDL, post placement of order with validity of one year.

**2. SPECIFICATIONS REQUIREMENTS FOR COFFEE TABLE BOOK**

Item	Coffee Table Book for DPSU Shipyard's Infrastructure	
Language	English	
Size	13" X 11" (overall )	
No of pages	Cover	2 pages
	Inner	60 pages (Additional pages Multiple of 04, if any)
Book Quantity	Min 100	
Paper	Cover	i. Hard Bound Covers fabricated: 2.5 mm Imported Kappa Board
	Inner	White Matte/Glossy Art paper, 170 GSM
	End Leaf Paper	i. End leaf paper for front pasted on the front inner cover
		ii. End leaf paper for back pasted on the back inner cover
		iii. Paper of end paper: Natural Evolution-140 GSM of approval colour.
Printing	Cover (Paste Up)	UV one side. On cover Golden Emboss Text
	Inner	Multi-Colour printing with silk coating on all pages and UV cuation on some special pages
Binding	The inside pages of the book will be section sewn. End papers pasted on front and back inner cover pages, and will have drawn on hard bound covers.	
<b>Delivery Location:</b>	Corporate Planning Dept., Mazadock House, 1st floor, MDL, Dockyard Road, Mumbai	

## **Part A FOR TENDER NO.6000001684**

### **3. TERMS OF REFERENCE**

- **Creative conceptualization:** Initiate the creative design, layout, photo-text content development, and illustrations for the coffee table book.
- **Story Development:** Handle text content creation, design/layout preparation, editing, and copywriting.
- **Design:** Determine the overall aesthetic of the book, including font selection, paper choice, typesetting, and proper alignment of Illustrations and captions etc.
- **Coordination:** working with the project team, efficiently gather contents, reference materials, photographs, and design elements. This includes correctly positioning photographs within the book.
- **Layout:** Strategically arrange the texts and photographs to ensure top-tier quality in editorial, design, and production. Submit a coffee table book sample to MDL for preproduction approval.
- **Digital Adaptation:** Produce a digital version of the coffee table book for Client's Use.
- **Writing:** Craft compelling, concise essays or deep captions to accompany the photographs used in the photo book.
- **Proof reading:** Thoroughly inspect the essays submitted for any grammatical or typographical errors. Certify the content is clear, coherent, and devoid of uncertainties and ensure safeguarding of any sensitive subjects.
- **Printing:** Supervise the printing process to guarantee the product meets the highest standards and is produced within the deadline period. Ensure premium paper selection binding, and cover materials to mirror the legacy nature of the coffee table book.

### **4. COST BORNE BY BIDDER**

All cost and expenses (whether in terms of time or money) incurred by Bidder in any way associated with the development, preparation and submission of responses, attendance at meetings for discussion transportation, loading & boarding etc. will be borne entirely and exclusively by the bidder.

### **5. DELIVERY OF MATERIALS**

The entire work to be completed and submitted to CP Dept of MDL within 60 Days from the receipt of order. Further details of work delivery is as under:

- i) The initial draft of Page Layout to be submitted within 15 days for approval by MDL.
- ii) The Draft of booklet in next 15 days for MDL's approval.
- iii) Final product (100 copies of booklet) within 15 days, post final approval by MDL.
- iv) E-version of booklet shall be submitted to MDL.

**Part A FOR TENDER NO.6000001684**

**Enclosure-2**

**Rate Sheet  
(Illustrative)  
DESIGN AND PRINTING OF COFFEE TABLE BOOK ENG LANGUAGE**

<b>Sr No.</b>	<b>Description</b>	<b>Qty</b>	<b>Unit Rate</b>	<b>HSN/ SAC Code</b>	<b>GST %</b>
1	Designing and Printing of Coffee Table Book on Infrastructures of DPSU Shipyards as specified Scope of work and Specifications.	100nos	Quoted / Not quoted		
	<b>Total</b>				

This is only for illustration for the purpose of indicating tax, whether quoted / not quoted.

**BIDDER HAS TO QUOTE ONLINE AS PER THE PRICE BID FORMAT AVAILBALE ON NIC-PORTAL.**

**Part A FOR TENDER NO.6000001684**

**Enclosure-3**

**TEF Acceptance Format**

To,  
Mazagon Dock Shipbuilders Limited

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

TEF Clause No.	Bidder's Remark	TEF Clause No.	Bidder's Remark	TEF Clause No.	Bidder's Remark	TEF Clause No.	Bidder's Remark
	Acc./ Dev.		Acc./ Dev.		Acc./ Dev.		Acc. / Dev.
1		12		23		34	
2		13		24		35	
3		14		25		36	
4		15		26			
5		16		27			
6		17		28			
7		18		29			
8		19		30			
9		20		31			
10		21		32			
11		22		33			

Company's Name & Address:

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

Signature:

Date:

Name:

Designation:

Bidder's Company Seal:

**NOTES:**

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

**GENERAL CONDITIONS OF CONTRACT (GCC)**

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 (Applicable for Goods and Services) 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 (Applicable for Goods and Services) Unless otherwise stipulated in TEF, the contract shall be written in the Official Language or English. All correspondence and other contract documents, which the parties exchange, shall also be written/ translated accordingly in that language. For purposes of interpretation of the contract, the English documents/ translation shall prevail.

3. GOVERNING LAWS AND JURISDICTION (Applicable for Goods and Services)

3.1 Governing Laws and Jurisdiction

- (a) This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.
- (b) Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Purchase Order/Contract/Letter of Intent has been issued. The courts of such a place shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

3.2 Changes in Laws and Regulations Unless otherwise stipulated in the contract, if after the last deadline for the bid submission (Techno-commercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the contractor has thereby been affected in the performance of

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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 (Applicable for Goods and Services)**

(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 (Applicable for Goods and Services)** 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

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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

### **8. DEFAULTS, BREACHES & TERMINATION OF CONTRACT (Applicable for Goods and Services)** **Termination due to Breach, Default, and Insolvency**

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

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

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

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

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

#### **(c) Terminations for Default**

(i) Notice for Termination for Default: In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per sub-clause above, MDL if so decided, shall by written Notice of Termination for Default sent to the contractor, terminate the contract in whole or in part, without compensation to the contractor.

(ii) Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to MDL after that.

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

(d) Contractual Remedies for Breaches/Defaults or Termination for Default If there is an unsatisfactory resolution within this period, MDL shall take one; or more of the following contractual remedies.

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

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

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

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

(v) Prefer claims against insurances, if any.

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

(vii) Risk and Cost Procurement In addition to termination for default, MDL shall be entitled, and it shall be lawful on his part, to procure Goods same to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the contractor. Such 'Risk and Cost Procurement' must be initiated (viz. AIP/PR/Tender) within six months from the termination of Contract. The Contractor shall be liable for any loss which MDL may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of MDL. (Note: deleted being contrary to law). (Note: No



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

14. CANCELLATION OF TENDER (Applicable for Goods and Services) The Purchaser reserves the right to cancel/withdraw the tender in toto or part and or award the contract / order in full or part without assigning any reason whatsoever and without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for MDL action.

15. PURCHASER'S PROPERTY. (Applicable for Goods and Services) 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.

17. RECOVERY-ADJUSTMENT PROVISIONS (Applicable for Goods and Services) Payment made under one order shall not be assigned or adjusted to any other order except to the extent agreed upon in writing by the Purchaser. During the currency of the contract, if any sum of money is payable by the Bidder / Supplier / Contractor the same shall be deducted from any sum then due or thereafter may become due to the Bidder / Supplier / Contractor under the contract or any other contract with the Purchaser.

18. INDEMNIFICATION (Applicable for Goods and Services) 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, SubContractors / 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 (Applicable for Goods and Services) The Bidder / Supplier / Contractor shall not either wholly or partly sell, transfer, assign or otherwise dispose of the rights, liabilities and obligations under the contract between him and the Purchaser without prior consent of the Purchaser in writing.

20. SUBCONTRACT AND RIGHT OF PURCHASER (Applicable for Goods and Services) 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

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permitted to subcontract any part of the contract to the bidders who had quoted for the concerned tender.

21. PATENT RIGHTS (Applicable for Goods and Services) 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 (Applicable for Goods and Services) 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 (Applicable for Goods and Services) 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 (Applicable for Goods and Services) It is expressly understood and agreed by and between M/s. (Bidder / Supplier / Contractor) and Mazagon Dock Shipbuilders Limited, Dockyard Road, Mumbai - 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.

26. BANNED OR DE-LISTED CONTRACTORS / SUPPLIERS (Applicable for Goods and Services) 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

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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 (Applicable for Goods and Services) MDL being a Defence Public Sector Undertaking, Bidder / Supplier / Contractor undertakes that their personnel deployed in connection with the entrusted work will not indulge in any activities other than the duties assigned to them.

28. DISPUTE RESOLUTION MECHANISM AND ARBITRATION (Applicable for Goods and Services)

(a) Dispute resolution mechanism(DRM)

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

(ii) In case of non-settlement by (i) above, if at any time, before, during or after the contract period any unsettled claim, dispute or difference arose between the parties, upon or in relation to or in connection with or in any way touching or concerning this tender/agreement/order/contract, the same shall be referred to the concerned Functional Director. The Functional Director shall then nominate an Executive of the rank of General Manager whom he thinks fit and competent or a Committee of Executives who/which shall then 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 (Applicable for Goods and Services) Unresolved disputes/differences, if any, shall then be settled by Arbitration. The Arbitration proceedings shall be conducted at Mumbai, India, in English Language, under the Arbitration and Conciliation Act, 1996 as amended from time to time and the rules thereunder. MDL prefers to have arbitration through Institutes such as Indian Council of Arbitration (ICA)/ICA-DR, Mumbai Centre for International Arbitration, International Chamber of Commerce (ICC), Singapore International Arbitration Centre (SIAC) with the mutual consent of the parties. In case of unresolved difference/dispute between the Purchaser and Supplier, being Central Public Sector Enterprises/Central Govt. departments, the disputes shall be resolved firstly through mutual discussion or through the empowered agencies of the Govt. or through arbitration by reference by either party to the department of Public Enterprises, as per extant guidelines. If disputes/differences remain unresolved/unexecuted, the same shall be referred first to the Cabinet Secretariat and then, if necessary to the PMO. Any changes to arbitration clause must be vetted by HOD (Legal) before incorporation in contract/PO.

29. JURISDICTION OF COURTS (Applicable for Goods and Services) All contracts shall be deemed to have been wholly made in Mumbai and all claims there under are payable in Mumbai City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be instituted in any Court other than that situated in Mumbai City, Maharashtra State, India i.e. courts in Mumbai shall alone have jurisdiction to decide upon any dispute arising out of or in respect of the contract.

38. FORCE MAJEURE(Applicable for Goods and Services) If at any time during the execution of the goods / service order, the performance in whole or in part by either Purchaser or and by the Bidder(s) / Supplier(s) / Contractor(s) is / are delayed by any reason of force majeure situations such as acts of civil war, civil commotion, sabotage, hostilities, war, fires, explosions, epidemics, natural calamities like floods, earthquakes, volcanoes, storms, acts of God and laws of respective governments or any other causes beyond the control of either parties, hereinafter referred to as "events", provided notice of the occurrence of such event/s is / are communicated by either party, to the other party within 21 days from the date of occurrence thereof, neither party shall by reason such events be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such

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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.

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

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**ENCLOSURE-5**

**GENERAL CONDITIONS OF CONTRACT ACCEPTANCE FORMAT**

To,  
Mazagon Dock Shipbuilders Limited

**Tender Enquiry No.....**

**Date:-.....**

GCC Clause No	Bidder's Remark	GCC Clause No	Bidder's Remark	GCC Clause No	Bidder's Remark
	Acc./ Dev		Acc./ Dev		Acc./ Dev
1		14		27	
2		15		28	
3		16	Not applicable	29	
4		17		30	Not applicable
5		18		31	Not applicable
6	Not applicable	19		32	Not applicable
7	Not applicable	20		33	Not applicable
8		21		34	Not applicable
9		22		35	Not applicable
10		23		36	Not applicable
11	Not applicable	24		37	Not applicable
12	Not applicable	25		38	
13	Not applicable	26		39	

Company's Name & Address:

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

Signature:

Date:

Name:

Designation:

Bidder's Company Seal:

**NOTES:**

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

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

- I. GST as per GST Laws shall be payable extra as quoted and agreed.
- II. In case of purchases of goods/services from unregistered dealers under GST Laws, GST will be paid by MDL under reverse charge mechanism
- III. Benefits from reduction in rate of tax/ITC is required to be passed on to consumer. Where "applicable GST" has been quoted as extra, Goods and service providers (except un-registered dealers under GST Law) have to submit declaration that they have complied with 'Anti- profiteering clause' under GST Law. Such declaration be given in technical bid.
- IV. If the vendor is registered under GST, vendor shall mention the HSN code for goods &/or services in their tax invoice, etc. These codes must be in accordance with GST Laws and responsibility of specifying correct HSN codes for goods &/or services is that of the vendor. MDL shall not be responsible for any error in HSN code for goods &/or services specified by supplier / contractor. Supplier /Contractor shall pay penalty and/ or interest imposed on MDL or any loss due to delay in availing ITC by MDL or any loss of ITC to MDL due to errors by vendors at any stage.MDL reserves right to recover any such interest, penalty or loss from any amount due to Supplier /Contractor or otherwise.
- V. In case, MDL is unable to avail ITC, supplier/contractor at their own cost shall rectify the shortcoming in the returns to be filed immediately thereafter. Further, if the ITC is delayed / denied to MDL / reversed subsequently as per GST Laws due to non / delayed receipt of goods and / or services and / or tax invoice or expiry of timelines prescribed in GST Laws for availing ITC, non-payment of taxes or non-filing of returns or any other reason not attributable to MDL, Supplier /Contractor shall pay any loss of amount along with interest and penalty on MDL under GST Laws for the number of days the ITC was delayed. If the short coming is not rectified by supplier/contractor and MDL ends up in reversal of credits and / or payments, supplier /contractor is fully liable for making good all the loss incurred by MDL.MDL reserves right to recover any interest, penalty or loss from any amount due to Supplier /Contractor or otherwise.
- VI. If the vendor is registered under GST, the GST registration number (15 digit GSTIN) issued by GOI shall be mandatorily provided by the vendor. Vendor having multiple business verticals within state / at multiple states with separate GST registration numbers shall forward GSTIN of only that vertical which is involved in supply of goods and/or services. MDL GSTIN is 27AAACM8029J1ZA and vendor shall mention the same while invoicing and avoid any data entry error on GST portal.
- VII. If the vendor is registered under GST, Vendor shall ensure timely submission of invoice as per the provisions / requirement / timeline promulgated by GOI in relation to GST Law with all required supporting documents to enable MDL to avail input tax credit promptly. The vendors invoice inter alia should contain GSTIN of vendor, GSTIN of MDL (i.e. 27AAACM8029J1ZA), GST tax rate separately, HSN code wise goods or services, place of supply, signature of vendor, etc. Original invoice needs to be submitted to Bill Receipt Centre at MDL gate, and a copy of the invoice should be given to the goods receiving section(GRS).
- VIII. If the vendor is registered under GST, vendor shall file all applicable returns under GST Laws in the stipulated time & any losses of tax credit to MDL arising due to delay in filing will be recovered from their invoice wherever MDL is eligible to avail tax credit. Any default towards payment of tax and / or uploading of monthly returns by supplier/contractor, MDL retains right to withhold payments towards tax portion until the same is corrected & complied by the supplier/contractor with the requirement of GST along with satisfactory evidence.
- IX. The rate sheet enclosed with the tender will indicate the rates to be entered under each head wherever applicable. Bidders must clearly mention the applicable Taxes & Duties. The item-wise rates (i.e.Basic+P&F+F&I) quoted in the Rate Sheet should exclude Taxes & Duties. Bidder should indicate GST rates as applicable separately under each of the head in the same Rate sheet, which will be paid extra based on tax invoice to the extent applicable. The GST will be applicable on total basic rate of each item (i.e. Basic + P&F + F&I).

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**ENCLOSURE-7**

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

TENDER NO. \_\_\_\_\_

**(On bidder's Letter Head)**

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

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

COMPANY'S NAME & ADDRESS:

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

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

**DECLARATION BY BIDDER FOR CONFLICT OF INTEREST AMONG BIDDERS  
(On bidder's Letter Head)**

Tender No.:.....

Dated:.....

I have read the tender clause for "CONFLICT OF INTEREST AMONG BIDDERS";

I certify that our Firm M/s.....is not having any conflict of interest with any bidder/agent participating in this bidding process.

I hereby certify that our Firm M/s.....fulfils all requirements in this regard and is eligible to be considered for subject tender.

COMPANY'S NAME & ADDRESS:

\_\_\_\_\_

SIGNATURE:

DATE:

\_\_\_\_\_

NAME:

DESIGNATION:

\_\_\_\_\_

BIDDER'S COMPANY SEAL:



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**Enclosure-9**

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

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

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID / TENDER No.**.....

**ISSUED BY:** (Name of Firm): .....

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

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

- (a) The facts contained herein are within my own personal knowledge.  
(b) I have read and understood the requirement of local content (LC) and same is specified as percentage calculated in accordance with the definition provided at clause 2 of revised Public Procurement (preference to Make in India) Order 2017.  
"Local content" as per above order means the amount of value added in India which shall be the total value of items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent."  
(c) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the local content requirements as specified in the tender for 'Class-I Local Supplier' / 'Class-II Local Supplier', and as above.  
(d) The local content calculated using the definition given above are as under:

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

***Attach separate sheet duly signed if space is not sufficient***

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

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

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

**SIGNATURE:**  
**Seal / Stamp of Bidder**

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

**Part A FOR TENDER NO.6000001684****ENCLOSURE-10****ACTUAL LOCAL CONTENT CERTIFICATE**

Note 1: This certificate shall be submitted by the successful bidder **post execution of the contract.**

Note 2: In cases of PO / Contract value in excess of Rs. 10 Crores, the supplier shall provide this certificate from statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of supplier other than companies) giving the percentage of local content.

**LOCAL CONTENT DECLARATION (post execution of contract / PO) BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CORPORATION, PARTNERSHIP OR INDIVIDUAL) IN RESPECT OF CONTRACT No./ PO No..... ISSUED BY: (Name of Firm):**

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

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

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

(b) My/our company has declared the local content at the time of tender as under

Tender Item Sr No	Local content calculated as above %	Imported content including all custom duties (%)	Bid price in percentage only, excluding net domestic indirect taxes (%)	Location of value addition

(c) I declare the following in respect of the goods/services/works delivered in terms of the above-specified PO / Contract

(i) It contains the import content (including Customs duties) to the tune of --- Percent

(ii) The relevant rate(s) of exchange against the appropriate currency used in execution of this PO / Contract are given in the table below:

Currency	Rates of exchange	Date of exchange rate
US Dollar		
Euro		
Others		

f) The local content calculated using the declaration given at the time of Bid, and the above rates of exchange is as under:

Tender Item Sr No	Local content calculated as above %	Imported Content including all custom duties (%)	Bid price in percentage only, excluding net Domestic indirect taxes(%)	Location of value addition

NB: Local content percentage shall strictly be declared item wise or tender wise as was declared at the time of bid / tender.

(g) I accept that the Procurement Authority / Institution / MDL / Nodal Ministry has the right to request that the local content be verified in terms of the requirements of revised Public Procurement (preference to Make in India) Order 2017 dtd 04.06.2020 and I shall furnish the document / information on demand. Failure on my part to furnish the data will be treated as

**Part A FOR TENDER NO.6000001684**

false declaration as per PPP MII Order 2017. I undertake to retain the relevant documents for 7 years from date of execution.

(h) I understand that the submission of incorrect data, or data that are not verifiable as described in revised Public Procurement (preference to Make in India) Order 2017, may result in the Procurement Authority / Nodal Ministry / MDL imposing any or all of the remedies as provided for in Clause 9 of the Revised Public Procurement (preference to Make in India) Order 2017 dated 04.06.2020.

**SIGNATURE:**

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

**Seal / Stamp of Bidder**

## **Part A FOR TENDER NO.6000001684**

**Enclosure-11**

### **NON DISCLOSURE AGREEMENT---format**

(Note: The above Agreement is to be drawn up by the contractor on non-judicial stamped paper of value Rs.500/-, if it executed in Maharashtra. However, for other places stamp duty is to be levied as per Stamp Act of respective States) AFTER PO

THIS NON DISCLOSURE Agreement made at Mumbai, India on this \_\_\_\_\_ day of \_\_\_\_\_ 2014 between Mazagon Dock Shipbuilders Limited a company registered under the Companies Act, 1956 and having its registered office at Dockyard Road, Mumbai-400 010 (hereinafter referred to as "MDL") and \_\_\_\_\_ a company registered under the Companies Act, 1956 and having its registered office at \_\_\_\_\_ (hereinafter referred to as "\_\_\_\_\_"). MDL and \_\_\_\_\_ shall hereinafter be collectively referred to as "the Parties" and individually as "a Party".

#### **WHEREAS**

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

AA \*\*. The Parties are considering to enter into a \_\_\_\_\_ for which each Party shall provide information ("Disclosing Party") to the other Party ("Receiving Party") which at present is confidential and not in the public domain.

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

NOW THEREFORE the Parties agree as follows:

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

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

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

4. The Receiving Party hereby covenants that the Confidential Information received from the Disclosing Party shall: (a) Be safely kept by the Receiving Party; the Receiving Party shall protect the Confidential Information with the same degree of care as the Receiving Party uses

## **Part A FOR TENDER NO.6000001684**

with its own confidential information in order to prevent its disclosure, copy and / or its use (but in no event less than reasonable care) for purposes other than the Proposal. (b) Be only disclosed to, and used by, those employees or directors who have a need to know. (c) Not be disclosed to a third party except those with a need to know provided they receive such information subject to the same restrictions as are contained in this Agreement. (d) Be used by the Receiving Party directly or indirectly, solely for the purpose of considering, evaluating and effecting the tender/bid/contract.

5. The Receiving Party shall promptly upon requests by the Disclosing Party at any time return all copies of the Confidential Information communicated to it hereunder together with all copies and extracts made thereof and shall not retain any copies of the same, in any form whatsoever. 6. The Receiving Party shall have no obligations or restrictions with respect to:

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

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

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

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

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

8. The Receiving Party shall not without prior written consent of the Disclosing Party: (a) Disclose to any person, directly or indirectly: i) The fact that the Confidential Information has been made available to the Receiving Party by the Disclosing Party or that the Receiving Party has inspected any portion of the Confidential Information; or ii) The fact that any discussion or negotiation is taking place concerning the Proposal; or iii) Any of the terms, conditions or other facts with respect to the Proposal, including the status thereof; or (b) Make any private or public announcement or statement concerning or relating to the Proposal.

9. The Disclosing Party represents and warrants that save as otherwise notified in writing to the Receiving Party: a) Disclosure of information by it to the Receiving Party does not infringe the rights of any third party nor is it under any restriction with regard to the disclosure of any information, and that where applicable, it has obtained all licenses and consents necessary to enable the lawful disclosure of information by it to the Recipient; and b) It is not aware of any restriction on the use of such information by the Receiving Party, save as provided in this Agreement. c) To the effect that the foregoing representations and warranties shall be deemed to be given at the date of this Agreement and after that date upon and in respect of each disclosure. The Disclosing Party makes no warranty or representation whatsoever as to the accuracy, completeness, suitability or adequacy of any information or as to the results obtained from it and assumes no responsibility in respect of the use of the information by the Receiving Party.

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

11. For the purposes of this Agreement 'Classified Information' shall mean information, documents and material of any kind which the respective Government i.e. Indian Government has given or caused to be given a security classification irrespective of whether the same is transmitted orally, electronically, in writing or by hand. Notwithstanding any other provision of this Agreement: a) Each Party hereto undertakes to follow security procedures prescribed for military purposes with respect to disclosure, receipt, production, use and handling of Classified Information. b) Any Classified Information, disclosed by one Party hereto shall be, whatever

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the method of disclosure be, identified by the Disclosing Party as Classified Information at the time of disclosure. c) The provisions of this Clause are to remain in full force and effect notwithstanding any termination by expiration or otherwise of this Agreement.

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

13. This Agreement represents the entirety of the agreement of the Parties relating to the disclosure of the Confidential Information and shall not be waived, amended or assigned by the Receiving Party except by prior written consent of the Disclosing Party. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

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

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

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

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

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

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

To MDL Address:

Phone No.:

Fax:

E-mail: