Mazagon Dock Shipbuilders Limited

OPEN TENDER

TEF & SERVICE LEVEL AGREEMENT (SLA)

DEPARTMENT- NPCO-OTS-YARD SERVICES

MAZAGON DOCK SHIPBUILDERS LIMITED (MDL), Mumbai India is a premier Warship building, Ship repair, Submarine Construction & Refits and Heavy Engineering Company owned by Government of India under Ministry of Defence.

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:

Description and Subject: Non-Comprehensive Biennial Rate Contract for 01 no Ltech Wood Cutting Machine along with provision of spares in MDL for Year 2026-2028.

1. Non-Comprehensive Biennial Rate Contract for 01 no Ltech Wood Cutting Machine along with provision of spares.in MDL. Detailed Scope of Work is attached at the **Enclosure 1**. Bidders shall confirm that the Scope of Work supply at **Enclosure 1** is fully understood by them on their letterhead.

Note: - Prior to submission of bid, bidders are requested to get clarify if any required, on SOW. Bidders may contact Mr. Sanjay Bhendarkar, DGM(Maintenance), Tel: 022 23763116 and email id is: sdbhendarkar@mazdock.com & Mr. Babasaheb Chavan, DGM(Mtc), Tel: 022 23763148 and email id is: bchavan@mazdock.com.

2. Instructions to the bidder:

i. Bidders should submit all documents strictly through NIC portal only. Physical copy of the bid will not be accepted except for the physical copies of documents requested in the tender.

ii. In case of supply/services of duplicate / spurious / substandard items by the firm, MDL will resort to prosecution of the firm by legal action with all the stringent measures against the firm for supplying such items which had led to delay of the project of national importance and has endangered the national security. The firm will also be blacklisted in MDL & will be debarred from quoting in future MDL tenders and the same will be intimated to all other public sector undertakings and other Government organization.

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

iv. Discrepancies can be observed in responsive tenders between the original copy and other copies of the same tender set. In such a case, the text, and so on, of the original copy will prevail. Such a discrepancy in an offer should be conveyed to the tenderer asking him to respond by a target date and if the tenderer does not agree to MDL's observation, the tender is liable to be rejected.

In e-Procurement there could be discrepancies between the uploaded scanned copies and the Originals submitted by the bidder.

v. In case of proper on-line filling of Acceptance Formats for Tender Enquiry Form/Service Level Agreement and General Conditions of Contract (GCC), it shall be presumed that all our tender terms & conditions are acceptable to you.

vi. Delivery date mentioned in the RFQ/Tender is tentative. However, bidders have to follow delivery schedule as per purchase order. Non-compliance of the same beyond the contractual terms may lead to imposition of liquidated damages or cancellation of contract/ Purchase order.

vii. Where requests are made by bidders with reasons for extension of the tender closing date provided such an extension will not adversely affect the project schedule and bidders are instructed for submission of such request in the concerned commercial department at least 2 days in advance excluding the day of tender closing date, amendment to the tender enquiry may be issued.

viii. Any participating firm which has been debarred/blacklisted by Central/State Governments or by any entity controlled by Central/State Governments from participating in any of their project, as on date of submission of Tender, shall not be eligible to submit the Tender.

ix. The Reference Price, if Any, indicated anywhere in the tender document against each line item is only notional and has no commercial relevance. Therefore, such reference price should not be considered as guidance price and the bidders shall quote their price based on their costing and pricing policies

3. Validity Period of Bid: Bid shall remain valid for a period of not less than **180 days** after the deadline date for bid submission. Technically accepted bidder shall be given opportunity to accept validity as per the tender in case of shorter validity quoted by him. Non-acceptance there after shall be rejected by MDL as nonresponsive.

4. Earnest Money Deposit (EMD):

Bidder shall furnish EMD of **Rs. 45,000/-** (Rupees Forty-Five thousand only) against this tender.

A. Mode and form of EMD:

i. EMD shall be submitted by way of NEFT / Demand Draft / Pay order / Bank Guarantee / Insurance Surety Bond / e-Bank Guarantee in favour of MAZAGON DOCK SHIPBUILDERS LIMITED, payable at Mumbai from the list of Banks approved by SBI / Canara Bank published on MDL website. Crossed DD / Pay Order issued by Co-operative banks however may be considered to be accepted and the bid would be considered accordingly.

ii. Bidders should be encouraged to advice their banker to send EMD directly to commercial department or through SWIFT to dispense with additional step of verification of authenticity of signatories. In case of EMD transmitted through SWIFT, it shall be the responsibility of the bidder that he directs the receiving banker to forward the message duly authenticated to the concerned commercial executive mentioned in the tender.

iii. The EMD can be remitted directly to MDL Bank Account as per details given in enclosure of this tender. Further, the bidder should specifically mention the details of company name as well as nature of remittance, tender number/order number etc. in the text/narration fields of Bank's NEFT remittance in order to identify the same

iv. "For making online payment please follow the following steps:
- Go to www.mazagondock.in
- Click on Online payment tab available on home page
- 4 options viz. Career, Tender, Security, Scrap / Disposal will be available.
- Click on the respective tab and make the payment online using Debit cards, Credit Cards, Net banking, BHIM/UPI etc. after filling the required details.

v. EMD can also be submitted in the form of DD/Bank Guarantee/ Insurance Surety Bond for Bid Bond in the prescribed format drawn in favour of MAZAGON DOCK SHIPBUILDERS LIMITED payable at Mumbai. The format of Bank Guarantee for EMD is available on MDL

Website and also enclosed at Enclosures and format for Insurance Surety Bond for Bid Bond enclosed at Enclosures. The bid bond / Bank Guarantee should be valid for 4 more weeks beyond the offer validity period indicated in the tender. Bank Guarantee should be drawn on reputed Nationalized/Scheduled Banks excluding co-operative banks. In case of BG, Bidders to advise their bank/banker to send original BG directly to OTS department in sealed envelope to dispense with additional step of verification of authenticity of signatories.

vi. Bidders are requested to upload the scanned image of EMD online along with the bid. If bidders are submitting the Bank Guarantee, they are requested to inform us the address, Tel. No., Fax No. of the issuing Bank and forward the original of the scanned copy of EMD enclosed in a envelope addressed to HOD (Outsourcing),6th floor, Service Block, North Yard, Mazagon Dock Shipbuilders Limited, Mumbai–400010, super scribing Tender No & Tender date by Speed Post/Registered Post/Courier Service/Hand Delivery to reach the office of HOD(Outsourcing)within seven days from the Tender closing date. The date of BG should not be later than the tender closing date.

vii. Timely submission of the EMD is the responsibility of the bidders and no reasons / excuses in this regard will be entertained by MDL. Bids without EMD will not be considered.

B. EXEMPTION FROM SUBMISSION OF EMD: *(IMPORTANT)*

i. Firms registered with Mazagon Dock Shipbuilders Limited (MDL). (The vendor who are permanently registered under PR-service group **0055109** for Maintenance of CNC in MDL, only for them EMD is exempted. Other vendors who are permanently registered under different group in MDL have to submit the EMD as stipulated in tender) To qualify for EMD exemption, firms should necessarily submit VALID copy of the Registration Certificate issued by MDL, for the items for which the offer being submitted, in Part-I offer/bid. Firms in the process of obtaining MDL registration will not be considered for EMD exemption.

ii. To qualify for EMD exemption, firms should necessarily submit VALID copy of the Registration Certificate issued by MDL, for the items/services for which the offer being submitted, in Part-I offer/bid. Firms in the process of obtaining MDL registration will not be considered for EMD exemption.

iii. Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and are manufacturer of the offered Product or Service and give specific confirmation to this effect at the time of bid submission and claim EMD exemption and whose credentials are validated online through Udyam Registration website of Ministry of MSME.

iv. Firms registered with NSIC under its "Single Point Registration Scheme". (Exemption will apply only to items/services for which they are registered. To qualify for EMD exemption, firms should necessarily submit valid copy of the Registration Certificate along with the list of items / services for which they are registered, as issued by NSIC, in Part-I offer / bid.

v. Firms in the process of obtaining NSIC registration will not be considered for EMD exemption.)

vi. Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP).

vii. State & Central Government of India Departments & Public Sector Undertakings.

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

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

x. Benefits of **EMD exemption may not be extended** to the MSE firm registered with Major Activity as **"Trading"**.

C. The original BG/ DD/ Pay Order/ Insurance Surety Bond must be submitted to the Head of Department (HOD), Materials Department, Second Floor, South Block-2 (Moghul House), South Yard, Mazagon Dock Shipbuilders Limited, Dockyard Road, Mazagaon, Mumbai-400010. without fail within seven 7 days from the Tender closing date, in an envelope super-

scribing the Tender no., Tender date, Tender closing date, Purchase Officer's name & brief description of the services / work tendered. If the original BG is not received by the Purchase Officer at MDL within this duration, the Bid would be considered invalid & rejected accordingly.

D. In case of Insurance Surety Bond for Bid Bond/ EMD, the insurer (Insurance Company) should be an Indian Insurance Company as defined in section 2(7A) of the Insurance Act, 1938 and insurer should also be registered under the Insurance Act, 1938 to transect the business of general insurance.

E. Refund of EMD: Refund of EMD in all the cases shall be without interest as stated below

i. EMD will be refunded to the technically rejected bidders within 15 days from the date of approval of price bid opening and remaining Techno commercially qualified bidders after placement of order on the successful bidder within 30 days from the date of order placement.
ii. The returned / refunded EMD would be interest free.
iii. EMD of successful bidders may be converted into performance security or refunded on receipt of performance security B.G. as called for in the contract on the basis of written communication from the Commercial Executive.
iv. In the event of cancellation of tender, the EMD will be refunded /returned to all the bidders.

F. Forfeiture of EMD: EMD shall be forfeited in the following cases:

i. Bidder withdraws, amends, impairs or derogates from the tender, agreed conditions of TNC / PNC in any respect within the period of validity of his offer.
ii. Non-acceptance of order.

5. Contract Validity and Mobilisation:

a. Contract validity:

Contract completion date will be (02) Two years from the date of award of contract. Exact date of commencement will depend upon award of contract. Any work released till the completion of contract shall be carried out by the contractor. Exact date of commencement will depend upon award of contract. The Rate Contract maybe extended by three months with same terms and conditions

b. Mobilisation: 10 days.

c. Schedule of work:

Schedule of work will be jointly prepared for overall contract period after placement of order. Please refer relevant clause in SOW.

d. Others:

Log Books covering Instruction Register & Hindrance Register shall be maintained by the sub-contractor(s) in consultation with MDL. Instruction given to contractor(s) will be recorded in the Instruction Register. The contractor(s) is required to mention any hindrances occurred for recording in the hindrance register.

6. On-Line Submission of Bids in Two-Bid System:

On-line Offer (e-bid) must be uploaded 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.:

A. Part- I: Online Techno-commercial bid will be opened on the tender opening date/extended opening date shall contain the following.

Technical bid shall contain following documents: In case of Failure to submit the below mentioned documents, the bid may fall under liable for rejection.

i. Scanned image of EMD-BG/ Insurance Surety Bond for Bid Bond Online Remittance as stipulated in clause for EMD. The original of the EMD-BG/ Insurance Surety Bond /Online Remittance, shall be forwarded to GM (Materials) / HOD (Materials) in sealed envelope super scribing Tender Enquiry No. and Due date, so as to reach within 7 MDL working Days from the tender closing date, addressed as below:
GM(Materials),
2nd floor, South Block-2, South Yard,
Mazagon Dock Shipbuilders Limited.

Dockyard Road, Mumbai - 400010.

ii. Bidder should also upload scanned copies of following in the Prescribed Formats:
   a. Service Level Agreement Acceptance Format as per Enclosure
   b. General Conditions of Contract Acceptance Format as per Enclosure
   The above documents shall be; duly stamped, signed & filled 'Accepted OR Not Accepted' as applicable for each of the clause.

iii. Normally deviations to the tender terms are discouraged. However, if the bidder has any deviations, the same should be filled in above formats mentioning the deviation against the relevant Tender clause no., failing which it will be construed that all clauses of Tender inquiry, SLA & GCC appearing against the tender are understood by you and are fully acceptable to you. In the event bidder has no deviations, he should submit following forms mentioning 'Accepted'. Any deviations mentioned elsewhere in the offer other than in said Forms will not be considered.

iv. Copy of Blank rate sheet as per enclosure clearly indicating 'Quoted/ Not-Quoted', also indicating the percentage % of applicable taxes/duties and HSN/SAC number against each of the listed, duly stamped & signed, should be uploaded.

v. Bidders should upload signed and stamped acceptance of GST Terms and conditions as per enclosure

vi. Undertaking of CONFLICT OF INTEREST as per enclosure on Firm's letterhead.

vii. Bidder should upload scanned copy of tax and duties certificate (e.g. GST registration) for which they are registered. Scanned image of Valid GST Registration Certificate (All pages).

viii. Bidder should upload signed and stamped acceptance of Statutory Compliances while deploying Contract Employees in MDL Premises and its units.

ix. To meet the qualification requirement at tender clause, bidders should upload scanned Copies of work Orders, Work Completion Certificates, and Performance reports for the job executed.

x. Track Record/ Information of past orders as per enclosure

xi. To meet the qualification requirement bidder should upload scanned audited balance sheet with auditors reports and profit & Loss statement for FY 2023-24, 2024-25 and 2025-26.

xii. Duly filled Declaration Certificate for Local content as per Enclosure.

xiii. Declaration by bidder for Restrictions under rule 144(xi) of General Financial Rules GFRs, (2017) on firm's letterhead as per Enclosure.

xiv. List of equipment held by them with model / year / working status along with details of their facilities and personnel with designation, qualification and experience to determine their capabilities (If applicable)

xv. 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.

xvi. Copies of valid UDYAM Registration and Approval certificates (if any) of the following shall be uploaded on-line:
   - Micro Enterprises.
   - Small Enterprises.
   - ISO Accreditation.

xvii. Copies of valid Start-Up Registration and Approval certificates (if any)

xviii. Scanned image of PAN card.

xix. RTGS/ NEFT - Mandate Authorization Form as per Enclosure

xx. Bidders Contact Information as per Enclosure

xxi. Bidders registered with MDL should scanned and upload valid Registration Certificate issued by MDL.

Note:

a) Non submission of above documents mentioned above in technical bids, shall render the bid liable for rejection

b) 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. 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.

B. Part- II (Price Bid):

i. Bidder shall quote the price on NIC portal. The applicable taxes/duties & levies will be indicated separately in the rate sheet. Illustration of Rate sheet format is as per Enclosure.
Note: In case of error in the aggregate values, the individual service-wise quoted rates will be considered.

ii. 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 bidders and no reasons / excuses in this regard will be entertained.

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 check the status online from their locations by logging on NIC portal website.

iv. Opening of Price e-Bid (Part–II): After completion of Techno-commercial scrutiny, intimation for price e-bid opening will be communicated only to techno-commercially accepted bidders. Bidder (s) to note that such intimation may be given at a short notice by Fax, E-mail or even by telephone only to techno-commercially accepted bidder(s). Techno-commercially qualified bidders can also witness opening of price bids online from their locations by logging on NIC Portal.

7. Submission of Revised Bids:

The bidders can modify their bids only prior to the closing date and time of the tender enquiry. However, it shall be the responsibility of the bidder to ensure that they have submitted the revised bid in time on NIC portal.

8. Bid Rejection Criteria:

i) Categorical Rejection Criteria

The following conditions / deviations are non-negotiable and therefore, any bid falling under these conditions / deviations shall be summarily rejected. Bidders to note that they shall not be provided any opportunity to rectify these conditions / deviations post bid opening:

a) Bidders who are debarred under PPP MII order 2017, CPPP including Tender holiday issued by MDL.
b) **Bids received without EMD** (other than those who are exempted from payment of EMD).
c) Bids/Offers received other than NIC portal.

ii) Liable for Rejection Criteria:

a) Clause mentioned under loading criteria. Non-compliance/non-acceptance to any of the terms and conditions of the tender shall render the bid liable for rejection. 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.
b) 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.

9. Pre-Bid Conference/Meeting: Not applicable to this tender.

10. Qualification Criteria:

A. **Technical Pre-Qualification Criteria (TPQC**): The bidder shall submit at least one purchase order copy & its work completion certificate for repairing/preventive & Breakdown maintenance of CNC based machines during last seven years from the tender closing date. Vendor to furnish complete documentary evidences in support of above qualification and experience criteria as mentioned above. Offers from vendors not complying with above requirements and not submitting requisite documents are liable for rejection.

(a) Three contracts/orders of similar completed services each of not less than Rs.9.00 lakhs

OR
(b) Two contracts/orders of similar completed services each of not less than Rs.11.25 lakhs

OR
(c,) One contract/order of similar completed services of not less than Rs.18.00 lakhs

B. Commercial Pre-Qualification Criteria (CPQC):

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).

The average annual financial turnover of 'The bidder' during the last three years, ending 31st March 2026 should be at Rs. 3,37,500 lakhs as per the annual report (audited balance sheet and profit and loss account) of the period FY 2023-24,2024-25,2025-2026 duly authenticated by a Chartered Accountant/Cost Accountant.

a. Joint Ventures and Holding Companies:

Credentials of the partners of Joint ventures cannot (repeat cannot) be clubbed for the purpose of compliance of PQC, and each partner must comply with all the PQC criteria independently. However, for the purpose of qualifying the Financial Standing Criteria, the Financial Standing credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents proving such ownership.

b. The bidders need to upload / submit supporting documentary evidence in support of the Pre-Qualification Criteria Viz. Work / Purchase Order, Work Completion Certificate/ Proof of payment with Tax Invoice / Store Receipt and Acceptance Report or any other evidence that confirms that the work is completed which is issued by the party for whom the work is done. It should also be stated in the tender documents that the concerned HoD or TNC has a right to verify / cause verification of authenticity of the said documents whenever felt necessary.
c. The bidder is required to submit scanned copies of necessary documents as above to ascertain their qualifying status.

Note:

- MDL reserves the right to demand for a hardcopy of any of the above documents and any other related documents, if required. Bidders shall comply with the same.
- MDL reserves the right to verify the authenticity of the documents submitted / claims made by the bidder wherever felt necessary.
- The date of Order/Contract can be older but completion period shall be within last 07 years ending till the original tender closing date.
- If any cash transaction included in turnover (statement of profit & loss), the same will not be considered for turnover value.
- The bidders need to scan and upload supporting documentary evidence in support of the Qualification Criteria viz. Work order, work completion certificate issued by the party for whom the work is done. The Work Order/s not supported by Work Done Certificate/s will not be considered for qualification criteria. The concerned HOD or TNC has a right to verify /cause verification of authenticity of the said document whenever felt necessary.
- The work executed by the bidder for their in-house or capital use will not be considered for the purpose of bidder's experience or completion of similar works.

- All the qualifying documents indicated in the tender shall be strictly in the name of bidding firm. Qualifying documents submitted in the name of other than bidding firm will not be considered for bidding firm's qualification.
- Bidder is required to submit information in the form of the table in the enclosures for the orders, which qualify them as per the above criteria, as the information in the tabular form shall hasten the technical scrutiny.

11. Guarantee /Repair: Six months Guarantee for the replaced item from the date of installation. Refer relevant clause of Scope of Work for details.

12. Performance Security (Performance Bank Guarantee cum Security Deposit): Successful bidders need to submit Performance Bank Guarantee (PBG) cum Security Deposit (SD) for an amount of 5% of the value of the contract (excluding taxes & duties). Performance security may be furnished in the form of NEFT/ Demand Draft / Pay order / Bank Guarantee / Insurance Security Bond / e-Bank Guarantee in favour of Mazagon Dock Shipbuilders Limited, Mumbai from the list of Banks approved by SBI / Canara Bank published on MDL website. Performance Security is to be furnished within **25 days** after notification of the award of contract and it should remain valid for a period of **60 (sixty)** days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

i. Please note that MDL does not extend any concession such as exemption in payment of Performance Security Deposit to any organization (Except PSU) irrespective of their status, like registration with MDL, NSIC, SSI, MSE, etc.

ii. No interest will be paid on Performance Security. The performance security will be returned only after successful execution of the order and shall be interest free.

iii. Mode of SD:

a. Performance security may be furnished in the form of NEFT / Demand Draft / Pay order / Bank Guarantee / Insurance Surety Bond for Performance Security / e-Bank Guarantee in favour of MAZAGON DOCK SHIPBUILDERS LIMITED, Mumbai from the list of Banks approved by SBI / Canara Bank published on MDL website.

b. In case of Insurance Surety Bond for Performance Security, the insurer (Insurance Company) should be an Indian Insurance Company as defined in section 2(7A) of the Insurance Act, 1938 and insurer should also be registered under the Insurance Act, 1938 to transect the business of general insurance.

c. In case of Performance security –BG/ Insurance Surety Bond for performance security, the same shall be valid for a period of 60 (sixty) days beyond the date of completion of contract. Bidders to advise their bank/banker to send performance security SD-BG directly to Outsourcing Department to dispense with additional step of verification of authenticity of signatories. No change/modification in the text of the prescribed format of the BG is permissible.

d. Performance security through NEFT- remittance through Bank: In case of online remittance of performance security amount, scanned image of Enclosure, duly filled is to be uploaded along with tender. Further, the bidder should specifically mention the details of company name as well as nature of remittance, tender number/order number etc. in the text/narration fields of Bank's NEFT remittance in order to identify the same.

iv. In case the completion of work is likely to be delayed beyond the Order completion period/Contractual completion period or this period is required to be extended, the Contractor shall have to extend the validity of the Bank Guarantee for SD till such extended period. In case of failure to comply with such extension of the Bank Guarantee for SD by the Contractor, the Bank Guarantee is liable for encashment by MDL.

v. Non-performance of the Terms & conditions of Order and/or default/breach by the Contractor will result in forfeiture of the SD with application of Risk Purchase provisions

vi. No exemption can be granted to any unit including MSME, SSI units and MDL Registered suppliers.

vii. The Bidders must submit the irrevocable Electronic Bank guarantee (e-BG) or Structural Financial Messaging System Bank Guarantee (SFMS BG).

While submitting the Structural Financial Messaging System Bank Guarantee (SFMS BG). IFSC: ICIC0000393 shall be used.

Further, Whenever a bidder submits SFMF BG, the bidder will mandatorily be required to submit letter from issuing bank that it is unable to issue NeSL(National e-Governance Service ltd) based e-BG as on date. Such letter should accompany the SFMS BG.

(i) Bidder shall get SFMS BG issued from SFMS enabled Bank as allowed by MDL in tender conditions. Bank shall issue the Bank Guarantee through SFMS system and send SFMS message to MDL's Bank confirming the authenticity of Bank Guarantee. Bidder will be required to submit SFMS BG towards performance Bond along with SFMS delivery report/message copy which has been transmitted to MDL's bank by BG issuing bank through SFMS system.

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

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

(iv) SFMS BG will not be acceptable unless details of the same is transmitted to the MDL's Bank through SFMS platform. Its bidder's responsibility to ensure that BG issuing bank send the BG advice correctly in the form of message format 760 COV vis SFMS (Structured Financial Messaging System) as provided by RBI while capturing all requisite fields including Beneficiary Account Name, Bank Name. Bank Account Number, IFSC Code etc.

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

(vi) For any amendment of SFMS BG, message 767COV through SFMS should be used.

13. Non submission of Performance Security:

i. In case of failure to submit performance security by the supplier within 25 days of transmission / notification of order by any mode, EMD (if available) will be forfeited and MDL reserves the right to cancel the order and invoke the risk purchase clause. If it is established that the contractor has failed to comply with the Guarantee/warranty obligations, the PSBG will be enchased by MDL. MDL's decision in this regard shall be final and binding on the supplier / contractor.

ii. In cases where the supplier / contractor has not submitted the PS and already commenced supply / services, Performance security will be retained from the bills, if any. In such case, interest will be recovered for the period starting from 26th day of transmission / notification of order/contract by any mode and amount involved at the relevant rate of interest for that quarter. For Indian suppliers, it will be SBI BPLR plus 2%.

14. Forfeiture of Performance Security:

Forfeiture of Performance Security shall be done in case of non-performance of agreed terms and or default/breach by bidder / supplier with application of risk purchase provisions or tender holiday where applicable.

15. Pricing:

i. As per Tender terms and conditions (Please check carefully for taxes before bidding).

ii. The quoted prices shall remain firm and fixed during the currency of the order / contract unless agreed otherwise by MDL.

iii. Bidder shall quote the prices for services indicated / listed in the Bid enquiry for execution of the services complying with the terms and conditions indicated at the Scope of Work.

iv. Bidder shall quote in the BOQ attached.

v. If a firm quotes NIL charges/ consideration against the tender, the bid shall be treated as unresponsive and will not be considered.
vi. The reference price, if any, indicated anywhere in the tender document against each line item is only notional and has no commercial relevance. Therefore, such reference price should not be considered as guidance price and the bidders shall quote their price based on their costing and pricing policies.
vii. 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 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.
viii. 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.
ix. 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.

16. Firm Price / Price Variation:

Prices quoted by bidder shall remain firm and fixed during the period of the contract and not subject to variation on any account.

17. Electronic Reverse Auction: Not Applicable

18. Work Done Certificate:

i. On satisfactory completion of work, WDC shall be prepared by the contractor within 02 days from the date of completion of tasks and shall be certified by the concerned executive of user Department (not below the rank of Chief Manager). The WCC may accompany the related Log Sheets/ copy of Attendance Sheets etc.
ii. WDC shall be certified & issued post completion of the individual activities.
iii. Payment shall be as per the quantities certified in WDC.
iv. The necessary service entry shall be made in SAP system by the WDC certifying authority & will be submitted to the contractor for further invoicing. The WDC shall bear relevant Service Entry sheet no., PO no. and respective item Sr. No., sub service line item of the PO.
v. The WDC must clearly mention the scheduled dates for starting & completion/delivery of the jobs as mutually agreed between MDL & contractor and the actual dates of start & completion.
vi. In case of delays, the duration along with numbers of delayed days shall be specified in respective WDCs to invoke LD clause and effect recoveries from sub contractor's invoice.
vii. Please refer relevant clause in SOW.

19. Payment Terms:

No Advance in any manner will be paid to the Supplier / Bidder / Vendor / Contractor.

i. 100% payments on the basis of monthly bills will be paid within 15 days of issue of WCC/service delivery cum-acceptance certificate (SDAC) and on-line submission of bills unless otherwise specified in STC / ATC, along with Ink signed Tax Invoice in duplicate, Work completion certificate/ Log sheet etc. The invoice shall be preferably submitted within four weeks of certification of Work Completion Certificate 'WCC'. Payment of 100% of the value of the spare parts against delivery and acceptance as may be payable and as reduced by any deductibles and / or the amount leviable towards liquidated damages, if any plus 100% taxes, duties etc. as applicable on submission of Tax invoice in triplicate to Invoice Receipt Section along with work completion certificate for completed spare parts (SAP Service Entry Sheet copy) duly certified by Chief Manager or above of USER department (SB Design) & Delivery challan duly stamped for entry in MDL within 15 days. Work Completion certificate shall be duly certified by executive of User Dept. not below the rank of Chief Manager.
ii. Work completion certificate should confirm that the work is completed in time or In case of delays, the duration be specified in this certificate to invoke LD Clause and effect recoveries from Contractors' invoice.

iii. E-Invoice:

a. 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).

b. 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.

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

d. In case of failure to submit the E-Invoice/ or the self-declaration (if applicable), Tax invoice should be returned and claim will not be processed.

20. Trade Receivable Discounting System (TReDS) for MSEs:

i. TReDS is a digital platform to help MSMEs to address their financial needs for facilitating the financing of trade receivables from buyers, through multiple financiers. TReDS is governed by the Reserve Bank of India under the Payment and Settlement Systems Act, 2017 and the Factoring Regulations Act, 2011. Under the TReDS initiative, at present, RBI has given licenses to three participants (A. TREDS Ltd, RXIL, M1 Xchange). MDL is registered for TReDS online platform with A. TREDS Ltd (Invoice Mart), RXIL and M1Xchange to facilitate payments to MSMEs through TReDS. At TReDS, auctioning of invoices at competitive and transparent environment is done by financers based on Buyer's credit profile.

ii. MSE bidders desirous to receive payments through TReDS platform may avail the facility if they are already registered on TReDS platform or by registering on any one of the service provider. Contact details of TReDS platform service providers are to be indicated. MSE bidders upon successful delivery shall submit their invoices along with the mandated enclosures at MDL, central receipt section. MSE vendors, desirous to receive payments through a particular TReDS platform must submit their TReDS details along with the invoice at MDL, central receipt section. Upon receipt and acceptance of the supplied material and receipt of invoices with the mandated enclosures, MDL shall process the invoice for payment on that particular TReDS platform. Any unfinanced invoices / invoices of MSE bidders seeking payment from MDL directly shall be processed as per the standard payment terms agreed in PO / contract.

iii. As a special gesture, all the above three discounting platforms i.e., M/s. RXIL, Invoice Mart and M1 Exchange have offered waiver of Registration/On boarding fees to MDL vendors.

a) Below are the details of M1xchange:

1. Ms Ashwathi Jayandran
   Mob: +91 9920455374

Mail : ashwathi.jayandran@m1xchange.com

2. Ms. Priyanka Shah
   Mob : +91 8839915724

Mail : priyanka.shah@m1xchange.com

M1xchange Office address (Mumbai): A-403, The Qube 4th floor, MV road Marol, Andheri (E) Mumbai – 400059.

b) Below are the details of rxil:

1. Name of Nodal Officer -: SANTOSH YADAV

Contact Details/ Mobile Number of Nodal Officer -: +91-9167708156

Email Id -: santosh.yadav@rxil.in

Complete address -: Receivables Exchange of India Limited, 701-702,7th Floor, Supremus, E Wing, I-Think Techno Campus, Kanjurmarg East, Mumbai 400042

2. Name of Nodal Officer -: ANGELIN ANBARASAN
Contact Details/ Mobile Number of Nodal Officer -: +91-8451975191
Email Id -: angelin.anbarasan@rxil.in
Complete address -: Receivables Exchange of India Limited, 701-702,7th Floor, Supremus, E Wing, I-Think Techno Campus, Kanjurmarg East, Mumbai 400042

21. Taxes and Duties:

i. Bidders must quote the amounts of Taxes and Duties as applicable, separately, duly indicating the base amount(s) and the applicable rate(s), under each of the heads indicated above. Wherever Exemption Certificates are issued, no liability for payment of taxes and duties arises and hence taxes and duties shall not be reimbursed / allowed.
ii. The variation in statutory levies etc. are not allowed unless the breakups in respect of taxes duties are clearly and separately furnished in bid.
iii. Supplier / contractor will not be entitled to any increase in rate of taxes occurring during the period of extended delivery completion schedule if there is delay in supplies / completion attributed to him.
iv. However, if there is a decrease in taxes, the same must be passed on to MDL.
v. Wherever all-inclusive prices are quoted by the Tenderer(s) without bifurcation of tax elements, no escalation can be considered in respect of any variations in statutory levies arising subsequently because of the absence of the required base figures in the purchase order / contract.
vi. Bidder shall indicate GST no. and HSN/SAC no. separately & the percentage of the applicable taxes and Govt. levies in blank Price Bid submitted in Part I (Techno Commercial Bid) as well as in Part-II Price Bid. Details as under;
    a. GST No.:
    b. Type of dealer (composition/ Normal):
    c. SAC/HSN NO.:
    d. % of GST:

Note:

a. GST shall be payable extra as quoted and agreed as per GST Laws.
b. In case of purchases of goods/services from unregistered dealers under GST Laws, GST will be paid by MDL under reverse charge mechanism.
c. Benefits from reduction in rate of tax/ITC is required to be passed on to consumer. Where "applicable GST" has been quoted as extra, Goods and service providers (except unregistered dealers under GST Law) have to submit declaration that they have complied with 'Anti profiteering clause' under GST Law. Such declaration be given in technical bid.
d. If the vendor is registered under GST, vendor shall mention the HSN code for goods and/or services in their tax invoice, etc. These codes must be in accordance with GST Laws and responsibility of specifying correct HSN codes for goods and/or services is that of the vendor. MDL shall not be responsible for any error in HSN code for goods and/or services specified by supplier / contractor. Supplier /Contractor shall pay penalty and/ or interest imposed on MDL or any loss due to delay in availing ITC by MDL or any loss of ITC to MDL due to errors by vendors at any stage. MDL reserves right to recover any such interest, penalty or loss from any amount due to supplier /contractor or otherwise.
e. 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.
f. 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.

g. 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).

h. If the vendor is registered under GST, vendor shall file all applicable returns under GST Laws in the stipulated time and any losses of tax credit to MDL arising due to delay in filing will be recovered from their invoice wherever MDL is eligible to avail tax credit. Any default towards payment of tax and / or uploading of monthly returns by supplier/contractor, MDL retains right to withhold payments towards tax portion until the same is corrected and complied by the supplier/contractor with the requirement of GST along with satisfactory evidence.

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

22. E-invoice:

The vendors, whose aggregate turnover in any preceding financial year from FY 2017-18 onwards, exceeds INR 5 crore as per GST Act or as applicable from time to time, will have to issue an e-Invoice with a Quick Response (QR) code and Invoice Registration No.(IRN), It is important to note that MDL will not be entitled for Input Tax Credit (ITC)/GST on a vendor Invoice which is not compliant with the above e-Invoice notification. Wherever GST is applicable, payment will be released against e- Invoice, or Invoice accompanied with vendor's self-declaration that "we do not fall under the category of registered persons notified under Rule 48(4) of the Central GST Rules, 2017 and we are not required to comply with e-Invoicing provisions under GST Act, as our aggregate turnover in any preceding financial year from 2017-18 onwards has not exceeded INR 5 crore as per GST Act".

23.Ranking of Bids and Evaluation of L1 bidder:

i. The tender line items are non-divisible and inseparable. Bidders must quote for all items under both Group-1 (Annual Maintenance Contract) and Group-2 (Spares). Incomplete bids or bids with missing line items in either part will be summarily rejected.

ii. Evaluation Methodology: Financial evaluation will be carried out on a combined evaluated cost basis. For ranking purposes only, the evaluation will assign a 100% weightage to AMC charges and a 25% weightage to the total quoted cost of spares:

a. Group-1 (AMC) Evaluated Value (A): 100% of the total quoted price for AMC i.e. (A = 100% x Total Quoted AMC Price).

b. Group-2 (Spares) Evaluated Value (B): 25% of the cumulative quoted price of all spares i.e. (B = 25% x Total Quoted Spares Price)

iii. L1 Ranking: The final evaluated bid price for ranking will be calculated as:

a. Final Evaluated Price = A + B.

b. The bidder with the lowest total evaluated price (A + B) will be declared the lowest responsive bidder (L1). Subsequent bidders will be ranked as L2, L3, and so forth in ascending order of their evaluated prices.

iv. The weighting factor applied to Group-2 is strictly for bid evaluation and ranking purposes. Contract placement and actual billing for spares will be governed strictly at the unit rates quoted by the bidder in Group-2. Deviations sought by the bidder in respect of Payment terms and delivery period shall be loaded on the bidder/s quoted prices during price evaluation by MDL as per MDL Norms. It is desirable that the bidder accepts the Payment Terms indicated by the company in the Tender document. Varied payment terms quoted by bidders as compared to the terms stated in the Tender document shall be normalized by loading the Prime Lending Rate of SBAR plus 2% on the quoted price.

Note:

a. **Online ranking visible to bidders after opening part II price bids is without loading parameters. However, the L1 & L2 bidders will be evaluated offline by applying all applicable loading parameters as mentioned above**
b. **During the BRC period the total expenses for the spares consumed shall not exceed Rs 15 lakhs + taxes.**

24. Purchase Preference to Micro and Small Enterprises (MSEs):

i. Purchase preference–e shall be as per MSE Purchase Preference Clause Sl. 29.4(b)
ii. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. "Traders/Distributors/Sole Agents/Works Contract are excluded from the purview of the policy".

iii. MDL has right to negotiate with L1 bidders on the quoted prices as specified in the extent of purchase Manual. However, it shall be ensured that Local Content percentage as declared by the vendor is maintained or increased but not reduced.

25. Purchase Preference to Make in India 2017: As per revised Public Procurement (Preference to Make in India) Order 2017 No. P45021/2/2017-B. E-II Dtd. 19 Jul 2024 issued by Govt. of India to encourage "Make in India" policy, Purchase Preference shall be given to local suppliers in the following manner:

(a) 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.

Explanatory notes for calculation of local content given above

(a) Imported items sourced locally from resellers / distributors shall be excluded from calculation of local content.

(b) The license fees / royalties paid / technical charges paid out of India shall be excluded from local content calculation.

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

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

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

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

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

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

Note: 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 locat employees in services and training them.

(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-Il 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 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.

(b) Minimum local content:

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%.

(c) 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-certification for local content in the quoted item(goods/works/services) at the time of tendering. However, at the time of execution of the project, for all contracts above 10 crores, the contractor/supplier shall submit local content certification duly certified by cost/chartered in practice. For cases where it is not

possible to provide certification by cost/chartered accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from cost/chartered accountant after completion of the contract, within limit acceptable to procuring entity (30 days of completion).In case the contractor/supplier does not meet the stipulated local content requirement and the category of the supplier changes from class I to class II/Non-local or from class II to non-local, a penalty of 10% of the contract shall be imposed which shall be withheld from the payment due to the bidder. However, contract once awarded shall not be terminated on this account. Further it must be inform to bidders that 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.

(iii) Declared Local Content shall be the basis for categorization of the vendors and tender evaluation. However, MDL reserves the right to undertake detailed examination of declared local content and may call vendor to submit relevant documents.

(iv) After the contract is awarded and the services/ supplies are completed, the supplier shall provide a "Local content certificate" (Annexure-C.2) declaring the actual Local content percentage achieved while executing the contract. In case of failure to provide Local Content Certificate for the executed order within reasonable time, the issue be referred for debarment.

(v) The supporting documentation towards realization of committed Local Content as per the contract / order terms & conditions shall be maintained for a period of seven years from the date of completion of the contract for audit purpose. Nodal Ministry may constitute committees with internal & external experts for independent verification of self-declarations and auditor's / accountant's certificates on random basis and in the case of complaints.

(vi) 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.

(vii) 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.

(viii) 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, 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.

(d) 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.

(e) Purchase Preference:

(1) The requirement specified in this Tender is of non-divisible in nature, and both MSEs as well as Class-I local suppliers are eligible for purchase preference. The Purchase preference under make in India and under PPP for MSE 2012 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 Para (iii) shall be followed.
(iii) If conditions mentioned in sub paras 3(i) and 3(ii) 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-l local supplier" or "Non-MSE but Class-I local supplier": Contract be awarded to L-1.
B. L-1 is "Non-MSE non-Class-l 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.
(f)Purchase Preference:
(i)Both 'Class-I local supplier' and 'Class-II local supplier' shall be eligible to bid for the tender.

(ii)In case of parallel contracts tenders, Purchase preference to MSE & Class I supplier shall be applicable

(iii) In case of participation of MSE and Local supplier against a same tender, MSE bidder will be given preference over other bidders to match with L1 bidder as per the preferential provisions given by the GeM in compliance with Public Procurement Policy of MSEs Order 2012. (iv) Purchase preference shall be given to only "Class-I Local Supplier" (Class II Local Supplier are not eligible for purchase preference) in procurements.

(f) Purchase Preference:

(i)Both 'Class-I local supplier' and 'Class-II local supplier' shall be eligible to bid for the tender.

(ii)In case of parallel contracts tenders, Purchase preference to MSE & Class I supplier shall be applicable

(iii) In case of participation of MSE and Local supplier against a same tender, MSE bidder will be given preference over other bidders to match with L1 bidder as per the preferential

provisions given by the GeM in compliance with Public Procurement Policy of MSEs Order 2012.

(iv) Purchase preference shall be given to only "Class-I Local Supplier" (Class II Local Supplier are not eligible for purchase preference) in procurements.

(g)For Parallel Contracts: Not Applicable .

26. Minimum Local Content:

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

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

27. 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 successors 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.

28. Provisions of Official Secrets Act, 1923:

Extract of provisions of the Official Secret Act as per the enclosure should be signed stamped and enclosed in the offer.

29. Public Grievance Cell:

A Public Grievance Cell headed by Shree R R Kumar (ED-Production), President, has been set up in the Company. Members of public having complaints or grievances are advised to contact him on Wednesday between 10.00 hours and 12.30 hours in his office on 3rd floor, West Block, MAZAGON DOCK SHIPBUILDERS LTD, Dock Yard Road, Mumbai 400010, INDIA or send their complaints / grievances to him in writing for redressal. His Telephone No. is 022 2378 2338, 2376 2106.

30. Book Examination Clause (BEC): Not Applicable

31. Liquidated Damages:

The contractor shall rectify all the faults immediately. Delay in defect rectification should not exceed two days unless & until MDL is fully convinced with proper reasons & justification. Breakdowns shall be rectified within two days. If the breakdown requires more than 2 days, then the contractor and MDL will mutually decide exact time period required for rectification. If the delay exceeds this mutually agreed period, then penalty will be levied for the delay on prorata basis on Half Yearly maintenance charges. Same penalty will be applicable for delay in Half Yearly preventive maintenances. For example, if delay is 5 days beyond mutually agreed period then penalty shall be (5* Half Yearly maintenance charges/180). The penalty amount will be deducted from the Half Yearly bills raised by the contractor. LD clause will be applicable for Supply of spares

also. Spares to be supplied as per delivery schedule, if delayed beyond delivery period LD@ 0.5% per week up to and maximum of 5% will be applicable.

32. Integrity Pact: Not Applicable

33. 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).

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

i. MoF DoE vide OMs No 6/18/2019-PPD dated 23 Jul 2020 & 24 Jul 2020 and OM No F.7/10/2021/-PPD (1) dated 23.02.2023 has promulgated restrictions and procedure for buying from a bidder from a country which shares a land border with India under GFR Rule 144 (xi) on the grounds of Defence of India and National Security for information and compliance.
ii. The Orders stipulate mandatory registration with competent authority and seeking certificate of compliance with this Order from the bidder from a country which shares a land border with India in the tender process. Exclusions from these restrictions have also been enlisted in the Order. The Competent authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
iii. A bidder is permitted to procure raw material, components etc. from the vendors from countries which shares a land border with India. Such vendors will not be required to be registered with Competent Authority, as it is not regarded as "sub-contracting". However, if bidder has proposed to supply finished goods procured directly/ indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.
iv. The bidder has to enclose filled signed and stamped certificate for "Declaration of Compliance on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017" as per the enclosure.

35. Inspection and Testing:
The quality of service will be inspected by MDL, (Maintenance) User Department

36. QAP: Not Applicable

37. 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,

i) Bidder has withdrawn / modified / amended / impaired / derogated from the tender during the period of bid validity.
ii) Bidder fails or refuses to execute the contract upon notification of acceptance of bid by MDL during the period of bid validity.

38. 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).

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

nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.

40. Claims by firms:

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

41. Cancellation / Foreclosure / Termination of order:

Action for cancellation / foreclosure / termination of order shall be taken in any of the following conditions / circumstances.

i. On the basis of Government Order.
ii. Defaults / Breach on part of the contractor / Supplier / supplier in complying with agreed terms of order / contract.
iii. Liquidation / Dissolution of the Firm or entity on whom the original order is placed.
iv. Unreasonable delays in supply of ordered articles or services or documentation.
v. Supplies made not meeting the ordered specifications.
vi. Activities of any of the Proprietor / Partner being found to be Antisocial / Anti -National liable for penal action under Indian Penal Code or imposed with penalty of black listing / debarred by MDL, Owners, Govt. of India or any such authorities at any time during validity of the contract / order.
vii. The Purchase Order not accepted by the vendor within the stipulated period.

When the contractor / Supplier is found to be liable for action under any of the above provisions, MDL may terminate or cancel the contract / order in part or full by written notice of default sent to the contractor / Supplier without prejudice to any other remedy invoking risk purchase clause and execution of work / order through other agencies.

42. Cartel Formation/Pool Rates:

i) 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.

ii) If this is found, 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. The 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.

43. Conflict of Interest Among Bidders/ Agents:

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of MDL's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

i. they have controlling partner (s) in common; or
ii. they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
iii. they have the same legal representative/agent for purposes of this bid; or
iv. they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
v. Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
vi. In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:

(a) The principal manufacturer directly or through one Indian agent on his behalf; and
(b) Indian/foreign agent on behalf of only one principal.

vii. Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;

viii. In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/similar line of business.

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

44. Order Acceptance:

Successful bidder shall acknowledge the receipt and communicate in writing their unconditional acceptance of order within 03 working days from the date of placement of the order. If nothing to the contrary is received within 03 working days from the date of placement of order, it shall be understood that the order has been accepted.

45. Non-Disclosure Agreement (NDA): Not Applicable

Any other terms and conditions not mentioned above but mentioned in Scope of work at the enclosure will be applicable.

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

Yours faithfully,

For MAZAGON DOCK SHIPBUILDERS LIMITED

Mr. Naushad C S

DGM (NPC-OTS-Yard Services)

List of enclosures:

1. Enclosure-01: Scope of Work
2. Enclosure-02: TEF acceptance Format.
3. Enclosure-03: Rate sheet
4. Enclosure-04: General Conditions of Contract (GCCs)
5. Enclosure-05: Acceptance format for General Conditions of Contract (GCCs)
6. Enclosure-06: Declaration of Compliance on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017
7. Enclosure-07a: Declaration Certificate for Local Content. Enclosure-07b:Actual Local Content
8. Enclosure-08: Extract of provisions of the official secrets act, 1923
9. Enclosure-09: Performa Performance Bank Guarantee cum Security Deposit
10. Enclosure-10: Integrity Pact (Not Applicable)

11. Enclosure-11: Format for warranty certificate
12. Enclosure-13: Undertaking for Conflict of Interest among Bidders/ Agents
13. Enclosure-13: NEFT/RTGS format
14. Enclosure-14: Performa Bank Guarantee for Bid Bond / EMD
15. Enclosure-15: Format for remittance towards EMD/Performance Security
16. Enclosure-16: Terms Related to Taxes (GST)
17. Enclosure-17: Statutory Compliances by the Sub-contractors\Vendors while deploying contract employees in MDL premises and its units
18. Enclosure-18: Format for Information of Past Orders
19. Enclosure-19: Vendor's Contact Details
20. Enclosure-20: Check List of Technical documents to be uploaded in Technical Bid

Note: Bidders have to upload filled and signed enclosures along with the offers on their letterhead except for the bonds and the bank guarantees.

Enclosure-01

SCOPE OF WORK

1.PREVENTIVE MAINTENANCE (HALF YEARLY):

The preventive maintenance activities are to be carried out on Half yearly basis. Preventive maintenance jobs shall include thorough inspection and checking of all components of the machine.

1.1 If, any item or component found defective during preventive maintenance, the same has to be replaced by the contractor at actual. If the item is available with MDL, the same will be given free of cost for fitment of it, and no additional charges will be paid for fitment of the same.

1.2 Firm will carry out Half Yearly Preventive Maintenance and generate records for the same.

1.3 If any defective items required to be taken out to the service centre by the contractor for further repairing, the firm shall submit Bank Guarantee for equivalent amount of the item. Taking out defective item from MDL and bringing back repaired item to MDL shall be in the contractor's scope. The contractor has to bear all transportation charges and also transit insurance for taking out/bringing back the item.

1.4 Checking of repeatability of the machine within tolerance limit & geometrical accuracies of respective axis of the machine, Air Leakages, bearing condition, Mechanical & electrical parameter status/ setting, panel wire & connector tightness, functioning of control panel, trouble shooting of alarms related to Centroid controller & PLC.

1.5 Vacuum Pump:

Sr. No.	Description	Category
1	Checking of motor function.	Electrical
2	Checking of vacuum carbide blade	Mechanical
3	Checking of vacuum pressure.	Mechanical

1.6 Dust Collector System:

Sr. No.	Description	Category
1	Tightening of terminals & measurement of current when valve are in closed condition.	Electrical
2	Checking the insulation resistance of the motor along with the cables.	Electrical
3	All the equipment's of dust collection system i.e., filter, vacuum pump, etc.	Mechanical

1.7 Machine Axis:

Sr. No.	Description	Category
1	Replacing oil in the gear box oil with fresh oil.	Mechanical
2	Ensuring tightness of the gearbox bolts.	Mechanical

3	Greasing of bearing housing at both ends. Adjusting of jibs minimally to eliminate clearances	Mechanical
4	Checking of ball screw tension.	Mechanical
5	Checking of the telescopic covers thoroughly.	Mechanical
6	Tightening of the terminals, measuring the motor current of axis motors for the entire stroke in both the direction.	Electrical
7	Checking the resistance of the motor.	Electrical
8	Checking the function of the end limit switches.	Electrical
9	Checking the axis motor brake resistance and current.	Electrical
10	Checking the motor insulation resistance along with cables and measuring the insulation resistance.	Electrical
11	Axis repeatability.	Electrical/ Mechanical
12	Axis Rack and pinion alignment should be check in PM.	Mechanical

1.8 Electrical Panel and Switch Gear:

Sr. No.	Description	Category
1	Checking and ensuring the tightness of all terminations to CNC system/ drives of X, Y, Z and C spindle motors.	Electrical
2	Checking all fuses.	Electrical
3	Checking all the DC Power Supply to the CNC system and power supply.	Electrical
4	Checking the performance of the CNC system by giving command, spindle rotation commands and ensuring that the command signals are being given to axis drives and spindle drives.	Electrical
5	Checking X, Y and Z axes backlash with existing compensation values.	Electrical/ Mechanical
6	Control Panel & Operation Panel to be thoroughly Clean from Outside and inside.	Electrical
7	Tighten all the connection in Panel.	Electrical
8	Cleaning of Panel AC filter.	Electrical

2. BREAKDOWN MAINTENANCE (UNLIMITED BREAKDOWN CALLS):

2.1 Any breakdown/service requirement call should be attended preferably within 24 hrs but not later than 72 Hrs. All the breakdown jobs are to be attended by the contractor. To attend breakdowns and complaints, contractor shall depute adequate manpower. The repairing work is to be completed at the earliest by working continuously during weekend also, if required as per urgency.

2.2 List of required spares shall be prepared in consultation with maintenance executives.

2.3 These spares shall be supplied within 15 days.

3. SUPPLY OF SPARES:

3.1 The supply of spares shall be in the contractor's scope and the contractor shall quote for the unit rate of spares as per the enclosed list. The rates of these listed spares shall be fixed for the entire period of maintenance contract. Spares that are not included in the unit rate sheet will be either provided by MDL or by the contractor after getting confirmed supply order from MDL.

3.2 Vendor has to provide six-month warrantee for the supply of items /spares. Defective parts identified during maintenance can be either repaired or replaced by new parts. If spares are available with MDL, then it will be provided to the contractor and the contractor's personnel have to install it free of cost. Old parts will become property of MDL.

3.3 Spares replaced by the contractor shall be of same make and of same rating that of original. The contractor shall replace any spare or component only with due concurrence of MDL Executive. The firm has to give six-month warranty for the spares supplied and warrantee certificate to this effect is to be submitted along with supply. All the items supplied by contractor to MDL should be routed through the GRS. In case of emergency, contractor can bring spares on Saturday, Sunday and holiday as per instruction of MDL Executive by making necessary entry at Gate Security. MDL Executive will regularize the same on next working day.

3.4 Inventory of minimum critical spares to be maintained by MDL to avoid delay in breakdown maintenance. List of critical spares will be prepared by the contractor & MDL mutually.

4. GENERAL TERMS AND CONDITIONS:

4.1 The contractor must engage trained, qualified, experienced staff for smooth, safe and trouble-free operation and maintenance of the machine.

4.2 If any damage caused by the workmen engaged by the contractor is noticed by MDL, to any machinery or equipment or installation of MDL due to negligence, ignorance or malafide intention shall be made good at the cost of the contractor within a reasonable period of time acceptable to MDL failing which the cost of the damages assessed by MDL shall be deducted from the bill of the contractor or any money due to the contractor.

4.3 During maintenance, if any abnormality /defect /fault was noticed, the same shall be promptly communicated and remedial steps must be taken under intimation to MDL Executive. The contractor shall place a suitable mechanism for rectification of problems so that delay in operation can be avoided.

4.4 The Engineers/Supervisors of the Contractor associated with the maintenance shall plan & coordinate all the maintenance activities including pre – operational checks. Also necessary interaction for operational requirements should be done in close co – ordination with Executives of MDL.

4.5 MDL will not be liable for any compensation whatsoever in case of accident / injury to the personnel employed by the contractor. However minor First aid facilities will be rendered free of cost.

4.6 Contractor shall carry out minor modifications if any on different mechanisms as per the instructions of MDL Executive and no additional charges will be paid for fitment of the same.

4.7 Contractor shall comply with MDL's safety and Security regulations. The contractor shall comply to Indian Electricity Rules-1956 or CEA regulation 2010.

4.8 Contractor shall follow safety and security guidelines.

4.9 Preparation of entry passes is in the scope of contractor.

5. CONTRACT PERIOD FOR MAINTENANCE CONTRACT:

5.1 Period for the contract is 24 months. At the time of expiry of contract, contractor has to complete in hand jobs free of cost within one month.

5.2 At the end of the contract period the CNC machine shall be handed over in working condition.

6. PAYMENT TERMS:

6.1 The payments shall be made on Half yearly basis after work done certification and necessary entry of service entry sheet of work done in SAP system by CM and above rank Maintenance Executive.

7. LIQUIDITY DAMAGES:

7.1 The contractor shall rectify all the faults immediately. Delay in defect rectification should not exceed two days unless & until MDL is fully convinced with proper reasons & justification.

7.2 Breakdowns shall be rectified within two days. If the breakdown requires more than 2 days, then the contractor and MDL will mutually decide exact time period required for rectification. If the delay exceeds this mutually agreed period, then penalty will be levied for the delay on prorata basis on Half Yearly maintenance charges. Same penalty will be applicable for delay in Half Yearly preventive maintenances. For example, if delay is 5 days beyond mutually agreed period then penalty shall be (5* Half Yearly maintenance charges/180). The penalty amount will be deducted from the Half Yearly bills raised by the contractor.

7.3 LD clause will be applicable for Supply of spares also. Spares to be supplied as per delivery schedule, if delayed beyond delivery period LD@ 0.5% per week up to and maximum of 5% will be applicable.

Enclosure-02

TEF ACCEPTANCE FORMAT

TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK
1.	ACC / DEV	2.	ACC / DEV	3.	ACC / DEV
4.	ACC / DEV	5.	ACC / DEV	6.	ACC / DEV
7.	ACC / DEV	8.	ACC / DEV	9.	NA
10.	ACC / DEV	11.	ACC / DEV	12.	ACC / DEV
13.	ACC / DEV	14.	ACC / DEV	15.	ACC / DEV
16.	ACC / DEV	17.	NA	18.	ACC / DEV
19.	ACC / DEV	20.	ACC / DEV	21.	ACC / DEV
22.	ACC / DEV	23.	ACC / DEV	24.	ACC / DEV
25.	ACC / DEV	26.	ACC / DEV	27.	ACC / DEV
28.	ACC / DEV	29.	ACC / DEV	30.	NA
31.	ACC / DEV	32.	NA	33.	ACC / DEV
34.	ACC / DEV	35.	ACC / DEV	36.	NA
37.	ACC / DEV	38.	ACC / DEV	39.	ACC / DEV
40.	ACC / DEV	41.	ACC / DEV	42.	ACC / DEV
43.	ACC / DEV	44.	ACC / DEV	45.	NA

COMPANY'S NAME & ADDRESS:

_____

_____

_____

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

Note:

1. Bidder confirms to have carefully read the Terms & Conditions enclosed only with this Tender Enquiry Form (TEF) prior to filling up this acceptance format.
2. Bidder confirms that this format has been **properly filled, signed and returned** along with our technical offer (Part-I) for considering the Bid.
3. Bidder confirms to have indicated **"ACC" for Accepted, "DEV" for Deviation** taken for each clause number in the above table.
4. In case of any deviations taken the bidder confirms to have attached **Separate Sheet** indicating all relevant details such as Number & Title / brief description of the Clause, **Reasons for Deviation and suggested alternative(s).**
5. Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example, Clause no. 8 means – Clause nos. 8–a (i) to (iv), b (i) to (xiii)& c

Enclosure-03

RATE SHEET PRESCRIBED FORMAT

(Please quote on your letter head only)

Sr No	Description	Qty (Nos) (A)	Unit rate (LPP) (B)	Unit Rate after Escalation (C)	Total (D=A*C)
1	**Charges for Half yearly preventive and unlimited breakdown maintenance of machine**	**4**	Quoted	Quoted	Quoted
2	**Supply of spares**				
2.1	ALLIN1DC centroid	1	Quoted	Quoted	Quoted
2.2	DC1 Drive centroid	1	Quoted	Quoted	Quoted
2.3	PLCADD1616 centroid	1	Quoted	Quoted	Quoted
2.4	Jog Pendant centroid	1	Quoted	Quoted	Quoted
2.5	29inb DC motor, direct wire ready Centroid	1	Quoted	Quoted	Quoted
2.6	GPIO4D Centroid	1	Quoted	Quoted	Quoted
2.7	Centroid Mother Board with CPU	1	Quoted	Quoted	Quoted
2.8	Centroid CNC Monitor	1	Quoted	Quoted	Quoted
2.9	SSD Hard Disk with centroid cnc program	1	Quoted	Quoted	Quoted
2.1	Encoder Incremental Siemens Make	1	Quoted	Quoted	Quoted
2.11	Spindle Encoder Baumer	1	Quoted	Quoted	Quoted
2.12	Spindle Motor HSD 18000 RPM Air cooled 6kw ER 32	1	Quoted	Quoted	Quoted
2.13	Spindle VFD 7.5kw Delta	1	Quoted	Quoted	Quoted
2.14	Dust Collector Unit	1	Quoted	Quoted	Quoted
2.15	Limit Switches	1	Quoted	Quoted	Quoted

2.16	Solenoid Valve	1	Quoted	Quoted	Quoted
2.17	Dust Collector Pipe 15mtr	1	Quoted	Quoted	Quoted
2.18	Vacuum Carbide Blades	1	Quoted	Quoted	Quoted
2.19	Axis Gear Box	1	Quoted	Quoted	Quoted
2.2	MPG	1	Quoted	Quoted	Quoted
2.21	LINE CHOKE 7.5KW 440VAC	1	Quoted	Quoted	Quoted
2.22	ANALOG DISPLAY METER 0-10VDC	1	Quoted	Quoted	Quoted
2.23	RELAY BOARD 8CH 24VDC 1NONC	1	Quoted	Quoted	Quoted
2.24	Timing Belt	1	Quoted	Quoted	Quoted
2.25	Transformer3.3kw	1	Quoted	Quoted	Quoted
2.26	Stabilizer 20kva	1	Quoted	Quoted	Quoted
2.27	SMPS 5Vac 5AMP	1	Quoted	Quoted	Quoted
2.28	SMPS 14amp	1	Quoted	Quoted	Quoted
2.29	Brake resistor	1	Quoted	Quoted	Quoted
2.3	Spindle encoder	1	Quoted	Quoted	Quoted
2.31	Solenoid valve	1	Quoted	Quoted	Quoted
2.32	Vacuum Pump Motor 5.5KW	1	Quoted	Quoted	Quoted
2.33	Dust Collector Hood	1	Quoted	Quoted	Quoted
2.34	Tool for Bed Flatness	1	Quoted	Quoted	Quoted
2.35	PCB Repair Cost	1	Quoted	Quoted	Quoted

Note: Do not mention prices.

Taxes and duties		
Tax head	**Rate applicable**	**Percentage of total Amount on which the tax is applicable**
GST		
Any other Taxes/Duties (Bidder to specify)		

"Bidders are advised to check and quote the correct GST%. In case the bidder quotes incorrect GST% on lower side when compared to correct GST%, the difference in GST% will be adjusted by reducing the basic quoted price without increasing the Total quoted price (inclusive of Taxes). In case the bidder quotes incorrect GST% on higher side when compared to correct GST%, the correct GST% will be considered without change in the basic quoted price."

Note:

i) **The Prices indicated in the Price Bid shall be as per Tender terms (Please check carefully for taxes before bidding).**

a) The bidder has read, understood and accepted the complete Scope of work.	**(Yes/No)**
b) The bidder has quoted as per the latest issued corrigendum.	**(Yes/No)**

Name: ……. Designation: …….

Date: ……. Bidders Company Seal …….

Enclosure-04

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

Unless where the context requires otherwise, throughout the contract:

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

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

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

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

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

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

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

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

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

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

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

2. LANGUAGE OF CONTRACT

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

3. GOVERNING LAWS AND JURISDICTION

3.1 **Governing Laws and Jurisdiction**

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

(b) Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Purchase Order/Contract/Letter of Intent has been issued. The courts of such a place shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

3.2 **Changes in Laws and Regulations**

Unless otherwise stipulated in the contract, if after the last deadline for the bid submission (Techno-commercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date

and/ or the contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the contractor has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where
applicable.

4. CONFIDENTIALITY, SECRECY AND IPR RIGHTS

(a) **IPR Rights**

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

(b) **Confidentiality**

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

(c) **Secrecy**

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

(d) **Obligations of the contractor**

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

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

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

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

(aa) The contractor needs to share with the institution(s) participating in the financing of the contract;

(ab) now or hereafter is or enters the public domain through no fault of Contractor;

(ac) can be proven to have been possessed by the contractor at the time of disclosure and which was not previously obtained, directly or indirectly, from MDL; or

(ad) otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality.

(v) The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the contractor before the date of the contract in respect of the contract/ the Tender Document or any part thereof.

(vi) The provisions of this clause shall survive completion or termination for whatever reason of the contract.

5. PERMITS, APPROVALS AND LICENSES

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

6. TRANSFER OF TITLE OF GOODS

(a) Unless otherwise stated in the contract, notwithstanding any inspection and approval by the Inspecting Officer on the contractor's premises, or any payments made to the contractor, property in the Goods (and resultant rights and liabilities) shall not pass on to MDL until the Goods have been received, inspected, and accepted by the consignee. The Goods and every constituent part thereof, whether in the possession or control of the contractor, his agents or servants or a carrier, or the joint possession of the contractor, his agents or servants and MDL, his agents, or servants, shall remain in every respect at the risk of the contractor, until their actual delivery to a person stipulated in the contract, as the interim consignee for despatch to the consignee. The Contractor shall be responsible for all loss, destruction, damage, or deterioration of or to the Goods from any cause whatsoever while the Goods after approval by the Inspecting Officer are awaiting despatch or delivery or are in the course of transit from the contractor to the consignee or interim consignee, as the case may be. The Contractor shall alone be entitled and responsible for making claims against any carrier in respect of non-delivery, short delivery, mis-delivery, loss, destruction, damage, or deterioration of the Goods entrusted to such carrier by the contractor for transmission to the consignee or the interim consignee as the case may be.

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

7. EXTENSION OF DELIVERY PERIOD

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

(b) **Conditions for Extension of Delivery Period**

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

(i) **Liquidated Damages**

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

(ii) **Denial Clause**

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

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

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

(c) **Liquidated damages**

If the contractor fails to deliver any or all of the Goods or fails to perform the incidental Works/ Services (e.g. installation, commissioning or operator training) within the time frame(s) incorporated in the contract, MDL shall, without prejudice to other rights and remedies available to MDL under the

contract, deduct from the contract price, as agreed liquidated damages, but not as a penalty, a sum equivalent to the 1 % percent (excluding taxes) of the delivered price of the delayed Goods and/ or incidental Works/ Services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 10% of the delayed Goods' or incidental Works/ Services' contract price(s). Besides liquidated damages during such a delay, the denial clause shall also apply. Any failure or delay by any subcontractor, though their employment may have been sanctioned shall not be admitted as aground for any extension of time or for exempting the contractor from liability for any such loss or damage as aforesaid.

8. DEFAULTS, BREACHES & TERMINATION OF CONTRACT

Termination due to Breach, Default, and Insolvency

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

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

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

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

(ii) **Insolvency**

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

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

(b) **Notice for Default**

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

(c) **Terminations for Default**

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

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

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

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

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

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

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

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

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

(v) Prefer claims against insurances, if any.

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

(vii) **Risk and Cost Procurement**

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

such procurement, and the manner and method of such procurement shall be in the entire discretion of MDL. (Note: deleted being contrary to law). (Note: No contractor would give security after the termination of the contract)

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

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

9. CLOSURE OF CONTRACT

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

10. COMMUNICATION AND LANGUAGE FOR DOCUMENTATION

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

11. PRESERVATION AND MAINTENANCE

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

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

12. FREIGHT AND INSURANCE.

(a) **For Indigenous Bidders**

Bidder shall quote for 'Door Delivery to Purchaser,' all charges towards door delivery viz. transport, Insurance charges etc. shall be borne by the Bidder /Supplier / Contractor.

~~(b) **For Foreign Bidders**~~

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

~~**13. DEMURRAGE**~~

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

14. CANCELLATION OF TENDER

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

15. PURCHASER'S PROPERTY.

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

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

16. REJECTION OF MATERIALS

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

17. RECOVERY-ADJUSTMENT PROVISIONS

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

18. INDEMNIFICATION

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

19. TRANSFER OF SUPPLIERS / CONTRACTOR'S RIGHTS

The Bidder / Supplier / Contractor shall not either wholly or partly sell, transfer, assign or otherwise dispose of the rights, liabilities and obligations under the contract between him and the Purchaser without prior consent of the Purchaser in writing.

20. SUBCONTRACT AND RIGHT OF PURCHASER

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

21. PATENT RIGHTS

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

22. AGENTS/AGENCY COMMISSION

The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor/stockiest of original manufacturer of the goods referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommended to the Buyer or any of its functionaries, whether officially or unofficially , to the award of the Contract / Purchase order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward , fees, commission or consideration to such person, party, firm or institution , whether before or after the signing of this Contract / Purchase order, the Seller will be liable to refund that amount to the Buyer. The seller will also be debarred from participation in any RFQ/Tender for new

projects/program with Buyer for a minimum period of five years. The buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the buyer in terms of the Contract along with interest at the rate of 2% per annum or 6% whichever is higher above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and base rate of SBI plus 2% (for Indian Vendors). The Buyer will also have the right to recover any such amount from any contracts concluded earlier with Buyer.

23. USE OF UNDUE INFLUENCE / CORRUPT PRACTICES

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

24. IMMUNITY OF GOVERNMENT OF INDIA CLAUSE

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

25. EXPORT LICENCE

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

26. BANNED OR DE-LISTED CONTRACTORS / SUPPLIERS

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

27. DUTY OF PERSONNEL OF SUPPLIER/CONTRACTOR

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

28. DISPUTE RESOLUTION MECHANISM AND ARBITRATION

(a) **Dispute resolution mechanism(DRM)**

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

(ii) In case of non-settlement by (i) above, if at any time, before, during or after the contract period any unsettled claim, dispute or difference arose between the parties, upon or in relation to or in connection with or in any way touching or concerning this tender/agreement/order/contract, the same shall be referred to the concerned Functional Director. The Functional Director shall then nominate an

Executive of the rank of General Manager whom he thinks fit and competent or a Committee of Executives who/which shall then scrutinise the claims/disputes that have been referred to the concerned functional Director and make efforts for amicable settlements by mutual discussions/negotiations.

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

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

(b) **Arbitration**

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

29. JURISDICTION OF COURTS

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

30. SAFETY

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

31. FORCE MAJEURE

If at any time during the execution of the goods / service order, the performance in whole or in part by either Purchaser or and by the Bidder(s) / Supplier(s) / Contractor(s) is / are delayed by any reason of force majeure situations such as acts of civil war, civil commotion, sabotage, hostilities, war, fires, explosions, epidemics, natural calamities like floods, earthquakes, volcanoes, storms, acts of God and laws of respective governments or any other causes beyond the control of either parties, hereinafter referred to as "events", provided notice of the occurrence of such event/s is / are communicated by either party, to the other party within 21 days from the date of occurrence thereof, neither party shall by reason such events be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance and or delay in performance of the contract / order. Executions on either side shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of Purchaser as to whether activities can

resume or not, shall be conclusive and final. Occurrence of the events to be certified by Chamber of Commerce / Indian High Commission or Embassies / Government in that Country. The performance in whole or in part under the captioned tender / contract is prevented or delayed by reason of any such event for a period exceeding sixty days either party may at its option terminate the contract / further processing of the tender. The relative obligations of both the parties remain suspended during the actual period of force majeure. The Purchaser may extend the delivery schedule as mutually agreed, on receipt of written communication from the Bidder / Supplier / Contractor regarding occurrence of 'Force Majeure' conditions, but not exceeding six months from the scheduled delivery date. If the 'Force Majeure' conditions extend beyond this period, the Purchaser shall have the right to cancel the order without any financial implication to the Purchaser or on terms mutually agreed to.

Enclosure-05

ACCEPTANCE FORM FOR GENERAL CONDITIONS OF CONTRACT (GCC)

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

COMPANY'S NAME & ADDRESS:

_____

_____

_____

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

NOTES:

1. Bidders should carefully read the General Terms & Conditions (GCC) of the Tender Enquiry 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. For example, Clause no. '8' means – Clause nos.-8.1, 8.2, 8.3.**

Enclosure-06

Declaration of Compliance on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

Restriction under rule 144(xi) of GFR

I. 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.

II. 'Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) 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.

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

(a) An entity incorporated, established or registered in such a country; or

(b) A subsidiary of an entity incorporated, established or registered in such a country; or

(c) An entity substantially controlled through entities incorporated, established or registered in such a country; or

(d) An entity whose beneficial owner is situated in such a country; or

(e) An Indian (or other) agent of such an entity; or

(f) A natural person who is a citizen of such a country; or

(g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. 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;

2. 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;

3. 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;

4. 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;

5. 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.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. 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.

VII. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

VIII. 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.

Note: Model certificate for the same is attached at the following page.

Model Certificate:

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

"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 this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority.

I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

AUTHORISED SIGNATURE: _____ DATE: _____

Seal / Stamp of Bidder

Model additional certificate by Bidders in the cases of specified TOT:

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (TOT) arrangement I certify that this bidder does not have any TOT arrangement requiring registration with the competent authority.

OR

I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (TOT) arrangement. I certify that this bidder has valid registration to participate in this procurement.

AUTHORISED SIGNATURE: _____ DATE: _____

Seal / Stamp of Bidder

Enclosure-07a

DECLARATION CERTIFICATE FOR LOCAL CONTENT

DECLARATION CERTIFICATE FOR LOCAL CONTENT

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

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPOSIBLE 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 of 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/service/works to be delivered in terms of the above-specified bid comply with the local content requirement as specified in the tender for 'Class-I Local Supplier' / 'Class-II Local Supplier', and as above.

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

Accordingly, I seek the benefit form the below declared purchase preference policy only.

i) I seek benefit against the following policy only (**Select only one Option**):

1) PPP MSE Order 2012 ☐ (applicable for MSE manufacturers)

2) PPP MII 2017 ☐ (applicable for Class I suppliers as well as MSE manufactures)

(Note: If not declared / selected it shall be deemed that purchase preference benefit is sought under PPP MII 2017 policy. However, selection of both the option will be treated as ambiguous and will result in rejection of bid)

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

Tender Item Sr No.	Local content calculated as above %	Location of local value addition

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.

(f) I accepted that the Procurement Authority / Institution / MDL / Nodal Ministry has the right to request that the local content be verified in terms of the requirement 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 document s for 7 years from date of execution.

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

SIGNATURE: _____ DATE: _____
Seal / Stamp of Bidder

Enclosure-07b

ACTUAL LOCAL CONTENT CERTIFICATE

ACTUAL LOCAL CONTENT CERTIFICATE

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

LOCAL CONTENT DECLARATION (post execution of contract / PO) BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPOSIBLE 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 had declared the local content at the time of tender as under

Tender Item Sr No	Local content calculated as above %	Location of local value addition

(c) My / our company has completed the above referred contract and the actual local contend the delivered item/s calculated using the definition in the declaration given at the time of Bid is as under.

Tender Item Sr No	Declared Minimum Local content at the time of bidding (%)	Achieved Local content of delivered item (%)

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

(d) 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 requirement of revised Public Procurement (Preference to make in India) Order 2017 dated 16.09.2020 and I shall furnish the document / information of demand. Failure on my part to furnish the data will be treated as false declaration as per PPP MII Order 2017. I undertake to retain the relevant documents for 7 years from date of execution.

(e) 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 the remedies as provided for in Clause 9 of the Revised Public Procurement (preference to Make in India) Order 2017 dated 16.09.2020.

SIGNATURE: _____ DATE: _____
Stamp/Seal of the company

Enclosure-08

EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923

SECTION 2(B); "PROHIBITED PLACE"

It is defined as the place of any work of Defence Dockyard and other so belonging or occupied and used for the purpose of building, repairing, making or storing any ammunitions of war.

For the purpose of the above definition, sketch includes any photograph or other mode of representing any place or thing.

SECTION 3: "PENALTIES FOR SPYING"

If any person unlawfully - approaches, inspects, passes over or is in the vicinity of any clear place; or make any sketches intended to be directly or indirectly useful to an enemy ; or c) Obtains collects records or communicates to any other person any secret official code.

Shall be liable for imprisonment of 14 years in case of Defence Installation.

SECTION 4: "COMMUNICATION WITH FOREIGN AGENTS"

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

SECTION 5: "WRONGFUL COMMUNICATION OF INFORMATION"

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

a) Willfully communicates to any person, other than a person, who is authorised to communicate it.

b) Used the information in his possession for the benefit of any foreign power.

c) Retain in his possession when he has no power to retain it

d) Fails to take reasonable care of it.

Shall be guilty of an offence under this Act.

SECTION 6: "UNAUTHORISED USE OF UNIFORMS"

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

SECTION 7: "INTERFERING WITH OFFICERS OF POLICE"

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

SECTION 8: "DUTY OF GIVING INFORMATION"

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

SECTION 9: "INCITEMENT"

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

SECTION 10: "PENALTY FOR HARBOURING SPIES"

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

SECTION 11: "SEARCH WARRANTS"

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

We accept and comply by the above clauses of EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923.

Bidder's Signature……

Bidder's Name……

Company Seal……

Enclosure-09

PROFORMA BANK GUARANTEE FOR PERFORMANCE SECURITY

(On Non-Judicial stamp paper of value Rs. 500/-. However, the value of stamp paper to be confirmed from Legal Department, MDL.)

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

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

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

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

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

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

7. Notwithstanding anything contained herein above:

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

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

iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ……(validity + 60 days from the date of expiry of this guarantee).

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

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

For ..... Bank

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

Enclosure-10

INTEGRITY PACT

(NOT APPLICABLE)

Enclosure-11

FORM OF WARRANTY CERTIFICATE

In accordance with the Order N°_____ Dated _____ placed by MAZAGON DOCK SHIPBUILDERS LIMITED on _____ (Name of firm)

_____ (Name of firm) certify that the following Items identified by the following references related to Submarine No:

Description of Item(s)_____

Manufacturer's Serial Number (OR any other such ID No) of the Equipment / Item_____

Delivery Challan No. / ~~Bill of Lading~~ No & Date / Air Way Bill No & Date _____

Covered by _____ (Name of firm) Invoice No & Date_____ are warranted according to the terms and conditions as specified in the order.

The Date of issue of the certificate: DD/MM/YYYY

The Date of the end of validity of the guarantee: DD/MM/YYYY

For and on behalf of

Order reference Number	
Description of Material	
Corresponding to Invoice No & Date	

Enclosure-12

Undertaking for Conflict of Interest Among Bidders/ Agents

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of MDL's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
(i) they have controlling partner (s) in common; or

(ii) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or

(iii) they have the same legal representative/agent for purposes of this bid; or

(iv) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or

(v) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.

(vi) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:

(aa) The principal manufacturer directly or through one Indian agent on his behalf; and

(ab) Indian/foreign agent on behalf of only one principal.

(vii) Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;

(viii) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/similar line of business.

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

"I…… have read the above clause regarding Conflict of Interest Among Bidders/ Agents. I certify that this bidder fulfils all the requirements in this regard and does not have any conflict of interest"

AUTHORISED SIGNATURE: _____ **DATE: _____**

Seal / Stamp of Bidder

Enclosure-13

NEFT/RTGS/ECS – FORMAT

BIDDER'S NAME	:	
ADDRESS	:	
VENDOR REGN. CODE NO. WITH MDL	:	
BIDDER E-MAIL ID	:	
BIDDER'S BANK NAME	:	
BANK ACCOUNT NO. OF BIDDER	:	
NATURE OF ACCOUNT SAVINGS/CURRENT/OTHERS* *give details	:	
NAME OF BANK	:	
BANK BRANCH POSTAL ADDRESS	:	
MICR NO. (9 DIGITS)	:	
IFSC CODE	:	
BIDDER'S PAN NO.	:	

NOTE: ENCLOSE BANK'S VERIFICATION OF A/C. DETAILS AS PEFORMAT APPENDED BELOW.
(ENCLOSE ONE COPY OF RELEVANT CHEQUE LEAF DULY CANCELLED)

We hereby authorise Mazagon Dock Shipbuilders Limited(MDL) to make all due payments through ECS by effecting credit in our above mentioned bank account

We, hereby, declare that particulars given above are correct and complete. If the transaction is delayed or not effected at all for reason of incomplete or incorrect information, we would not hold the user institution responsible.

BIDDER'S STAMP/SEAL AUTHORISED SIGNATORY OF THE BIDDER
Date

Certified that the particulars furnished above are correct as per our records.

BANK'S STAMP SIGNATURE OF THE AUTHORISED OFFICIAL OF THE BANK
Date

Enclosure-14

PROFORMA BANK GUARANTEE FOR BID BOND / EMD

(On Non-Judicial stamp paper of value Rs. 500/-. However, the value of stamp paper to be confirmed from Legal Department, MDL.)

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

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

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

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

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

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

7. Notwithstanding anything contained herein above:
i) Our liability under this guarantee shall not exceed Rs.....
ii) This Bank Guarantee shall be valid upto and including .....; and

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

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

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

For ..... Bank

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

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

Enclosure-15

Format for remittance towards EMD/Performance Security

1. MDL'S BANK ACCOUNT DETAILS:

NAME OF BANK A/C HOLDER : MAZAGON DOCK SHIPBUILDERS LTD
BANK AND BRANCH : STATE BANK OF INDIA, COMMERCIAL BRANCH, FORT, MUMBAI-400023
TYPE OF ACCOUNT : CURRENT
BANK ACCOUNT NO : 11079519138
IFSC CODE : SBIN0006070
SWIFT CODE : SBININBB101

2. DETAILES OF REMITTANCE TO MDL'S BANK ACCOUNT:
(To be filled in by the vendors/firms making remittance of funds in MDL'S Bank Account)

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

Signature of Vendor/Representative

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

Enclosure-16

TERMS RELATED TO TAXES (GST)

1. GST as per GST Laws shall be payable extra as quoted and agreed.
2. In case of purchases of goods/services from unregistered dealers under GST Laws, GST will be paid by MDL under reverse charge mechanism.
3. Benefits from reduction in rate of tax/ITC are 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.
4. 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.
5. 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.
6. 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.
7. 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).
8. 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.
9. 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).

Enclosure-17

STATUTORY COMPLIANCES BY THE SUB-CONTRACTORS\VENDORS WHILE DEPLOYING CONTRACT EMPLOYEES IN MDL PREMISES AND ITS UNITS.

1. **Labour Licence**:
   a. The Contractor should have a valid Labour Licence issued by the Regional Labour Commissioner (Central) before commencement of work if the contractor is deploying 20 or more contract employees at MDL.
   b. The number of contract employees employed shall not on any day exceed the maximum number specified in the approved Labour Licence issued by the Competent Authority.
   c. If the sub-contractors desire to employ the contract employee more than that, mentioned in the Labour Licence, the concerned contractors is required to notify in advance to the Licensing Authority. Any change in number of employees to be deployed at MDL, The Copy of license with the necessary amendments to be submit before employing such contract employees.
   d. The contractors are required to apply for renewal of license not less than 30 days before the date on which the license expired, if his job is likely to be continued beyond the period of validity of license.
   e. The labour license is always issued against the particular Purchase Order (PO) issued by MDL. Therefore, in case of new PO, he should obtain fresh license if he is likely to employ 20 or more employees against such new PO. However, the contractor is required to maintain separate record in respect of each PO issued by MDL
   f. The contractor shall display a copy of labour license prominently at the place of the work.
   g. The copy of Labour Licence is to be submitted to the HR- Contract & Outsourcing Dept.
   h. The contractor shall attend labour inspection whenever required and submit the copy of inspection report to the principal employer i.e. MDL
   i. The contractor shall submit Half Yearly / Annual Return to the licensing authority as prescribed under the Contract Labour (Regulation and Abolition) Act 1970 with Maharashtra Contract Labour (Regulation and Abolition) Act 1971 and submit a copy to the principal employer i.e. MDL.

2. **Commencement / Completion of work**
   The contractors shall within 15 days of commencement/completion of each contract work, submit a return to the licence authority in Form VI(A) intimating the actual date of commencement / completion of work under a copy to the HR- Contract & Outsourcing Dept.

3. **Daily attendance of contract employees:**
   The contractor shall ensure to mark daily attendance of their employees in Attendance Register whenever his contract employees deployed.

4. **Insurance coverage:**
   a. The contractors should have his own ESI code number and indicate the same along with individual ESI account number of his contract employee.
   b. The contractors should cover all eligible-contract employee under the ESI Act and its scheme on the date of joining of the contract employee on their roll at MDL
   c. The contractors should pay employee as well as employer contribution on time and submit the copy of challan to the principal employer i.e. MDL as a proof of payment of ESI dues to the authority
   d. The contractors should attend the ESI inspection as and when required and submit a copy of ESI inspection report to the principal employer i.e. MDL.
   e. The contractors should submit the copy of half / yearly ESI returns to the Contract Cell.
   f. The contractors should produce (E-Pahachan) card in respect of each contract employee whenever required for verification for their ESI account number.

g. Those Contract employee, who are out of ESI coverage shall be covered by suitable Workmen Compensation Policy.
h. The contractors shall submit the copy of Workmen Compensation Policy to the HR-Contract & Outsourcing Dept and renew the same on time.

5. Provident Fund Coverage:

a. The contractors must have his own PF Code number and indicate individual PF Account number of his employees.
b. The contractors should produce Form V as and when required for verification of account number of his contract employee.
c. The contractors shall cover his eligible contract employees under the PF Act and Scheme and pension scheme from the date of joining.
d. The contractors shall also submit the copy of challan in respect of payment of dues.
e. The contractors should submit the card of PF annual return prescribed under the act.
f. The contractors shall attend PF inspection as and when required and submit copy of the PF inspection report to the HR- Contract & Outsourcing Dept.

6. Registration under the Maharashtra Labour Welfare fund (Amendment) Act 2003 and Professional Tax

a. The Contractor must obtain independent Registration number under Bombay Labour Welfare Fund Act and pay Six (06) Monthly contribution of their employees for every June and December to the Welfare Commissioner and compliance with the provisions of Bombay Labour Welfare Fund Act, 1953 under their own code number.
b. The Contractor should have registration under Professional Tax and deduct the same from wages of his employees and remit Professional Tax every month to Government treasury in time and also submit returns in time.

7. Payment of wages / salaries:

a. The contractors shall fix the wage period in respect of which wages shall be payable.
b. The contractors shall responsible for payment of prescribed minimum wages for his employees in MDL premises on or before 10th day of the expiry of the wage period.
c. No wage period shall be exceed one month in case of monthly period.
d. The contractors shall submit copy of the remittance of salary/wages through NEFT/RTGS of his contract employees to the HR- Contract & Outsourcing Dept
e. The wages shall be paid when deduction of any kind except those specified by the Government under the provisions of the payment of Wages Act 1936.
f. The contractors must submit Xerox copy of the muster of his employees as well as copy of wages/payments every month to the HR- Contract & Outsourcing Dept

8. Payment of Minimum wages

a. The Contractor/Vendor shall pay not less than minimum wages to his employees as notified /revised from time to time as applicable under the Minimum Wages Act, 1948
b. The contractor must ensure that wages/ salaries to be paid to their employees as per the provisions Minimum Wages Act, 1948.
c. The Minimum Wage consist of Basic Wage and the Special Allowance i.e Variable Dearness Allowance (VDA declared after every Six Months). The Central Govt and the State Govt have notified the rates of Minimum wages.
d. The rates of Minimum Wages whichever is higher will be applicable in respect of the specific 'Scheduled Employment' as declared by the Dy. Chief Labour Commissioner (Central Govt) Mumbai time to time.

9. Medical Examination of Sub Contract/Outsourced employee

a. As per the Clause 18-A of the Factories Act, 1948 and Maharashtra Factories Rules,1963, all workers in a factory shall be medically examined once in a year by a Certifying Surgeon appointed or recognized by Government.

b. The Contractors/Vendors will have to submit a Certificate of Fitness in Form 6 in respect of employees to be engaged inside the MDL and it units and no person/contract employees shall be employed without the valid certificate of fitness. The Contractor/Vendor get the Pre-Employment Medical Examination of his employees done from certified surgeon before deploying at MDL

10. Health, Safety and Welfare

The Contractor/Vendor should ensure safe and healthy working condition at work for compliance of the Provisions of Factories Act, 1948. The Contractor/Vendor should provide all the Safety measures and his supervision to ensure safety at work site.The contractor/Vendor shall ensure that only medically fit persons are engaged for job after medically examined by Certifying Surgeon.

11. Maintenance of record /register:

The contractor/vendor shall properly maintain the following register at the sight of work:

i. Muster cum Attendance Register
ii. Register of Wages.
iii. Register of overtime.
iv. Leave Register
v. Bonus Register

12. Display of Notices

The contractors are also required to ensure that the notices showing the rate of wages, hours of work, wage period and date of payment and names and addresses of inspectors having jurisdiction, date of payment of unpaid wages as well as abstract of the contract labour (Regulation & Abolition) Act 1970 and the rules framed therein are displayed at the work sight in English or Hindi and language spoken by the majority of contract labours.

13. Working on weekly Off and holidays:

The Contractors deploying their employees on weekly/holidays shall submit the list of such labour in a prescribed format indicating therein the date of compensatory to be availed duly certified by the concerned department head three days' prior to the weekly off/holiday to the Contract Cell for onwards transmission to the Dy. Director of Directorate of Industrial Safety and Health (DISH).

14. Applicability of labour laws:

The above provision/rules are only illustrative and not exhaustive. The provisions of Factory Act 1948, Payment of Wages Act 1948, Minimum Wages Act 1948, ESI Act 1948, PF Act 1972, Contract Labour (Regulations & Abolition) Act 1970, Payment of Bonus Act 1965 and other labour laws as amended from time to time, relevant to the contract employee shall be applicable.

Enclosure-18

FORMAT FOR INFORMATION OF PAST ORDERS:

Bidders are required to submit information of past orders as per tender clause no. 8.

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

Enclosure-19

Vendor's Contact Details

Name of Firm	
Contact Details of Tender Executive-01	
Name	
Designation	
Contact No.	
e-mail Id.	
Contact Details of Tender Executive-02	
Name	
Designation	
Contact No.	
e-mail Id.	

Enclosure-20

Check List of Technical documents to be uploaded in Technical Bid

1. Scanned image of EMD-BG/ Online Remittance as stipulated in clause 6 for EMD. The original of the above of EMD-BG/ Online Remittance, shall be forwarded to GM (Materials) / HOD (Materials) within 7 days of tender closing date.
2. Blank Rate sheet as per enclosure.
3. Declaration of quoted prices in BOQ as per enclosure.
4. Acceptance of Service Level Agreement as per enclosure.
5. Acceptance of General Conditions of Contract (GCC) as per enclosure.
6. Signed and stamped acceptance of GST Terms and conditions as per enclosure.
7. Bidder should scan and upload Acceptance on firm's letterhead of: Conflict of Interest as per enclosure.
8. Bidders should upload scanned Copies of work Orders, Work Completion Certificates, SoW against SLA Clause.
9. Bidder should upload signed and stamped acceptance of Safety instruction for Sub-Contractor.
10. Statutory Compliances By The Sub-Contractors\Vendors While Deploying Contract Employees In MDL Premises And Its Units as per enclosure.
11. Track Record/ Information of past orders as per enclosure.
12. Audited balance sheet and P&L statements **for FYs 2023-2024, 2024-25, 2025-2026,**
13. Bidder should upload scanned copy of tax and duties certificate for which they are registered (GST Certificate all pages etc.).
14. Copies of valid UDYAM Registration or Approval certificates (if any) of the following shall be uploaded on-line:
    a. Micro Enterprises.
    b. Small Enterprises.
    c. ISO Accreditation
15. Declaration Certificate for Local content as per enclosure.
16. Declaration by bidder for Restrictions under rule 144(xi) of general financial rules GFRs, (2017) on Letter head of firm.
17. Bidders registered with MDL should scanned and upload valid Registration Certificate issued by MDL
18. RTGS/ NEFT - Mandate Authorization Form as per enclosure.
19. Contact Information as per enclosure.
20. Scanned image of PAN card as per enclosure.
21. Shop & Establishment.