



**निविदा पूछताछ  
TENDER ENQUIRY**  
**[ग्राहक एकल निविदा]  
[CUSTOMER SINGLE TENDER]**

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

|                             |                   |                                            |                        |
|-----------------------------|-------------------|--------------------------------------------|------------------------|
| निविदा सं./Tender No        | 8000001317        | विभाग/Department                           | OTS(OUTSOURCING DEPT.) |
| क्रय अधिकारी/Purchase Exec. | Prashant S Pimple | क्रय अधिकारी/Purchase Exec.                | Prashant S Pimple      |
| सेवा में/To                 |                   | दूरभाष सं./Telephone No                    | 23763351               |
|                             |                   | फैक्स सं./Fax No                           | 23743198               |
|                             |                   | ई-मेल/E-Mail                               | pspimple@mazdock.com   |
| दूरभाष सं./Telephone        |                   | निविदा सं./Tender No                       | 8000001317             |
| फैक्स सं./Fax               |                   | निविदा तिथि/ Tender Date                   | 08.08.2025             |
| ई-मेल/E-Mail                |                   | निविदा बंद की तिथि/Tender Closing Date     | 14.08.2025             |
|                             |                   | निविदा बंद होने का समय/Tender Closing Time | 15:00:00               |
|                             |                   | आरएफक्यू सं./RFQ No                        | 2100001610             |

|                                                        |       |                              |
|--------------------------------------------------------|-------|------------------------------|
| निविदा शुल्क/Tender Fee                                | रु/Rs | 0.00                         |
| बयाना राशि/EMD Amount                                  | रु/Rs | 0.00                         |
| पूर्व बिड बैठक तिथि और समय/Pre Bid Meeting Date & Time |       | ,00:00:00                    |
| निविदा खोलने की तिथि और समय/Tender Opening Date & Time |       | 14.08.2025,15:30:00          |
| प्रस्ताव वैधता तिथि है/Offer should be valid up to     |       |                              |
| सुरक्षा जमा/Security Deposit                           |       | 5.00 %आदेश मूल्य का/PO value |
| वरीय बैंक जमानत /Perf. Bank Guarantee                  |       | 0.00 %आदेश मूल्य का/PO value |

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

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

प्रिय महोदय/महोदया  
Dear Sir / Madam ,

विषय /SUB:- REPAIR OF MOTOR DRIVEN 4 WAY 2 POSITION VALVE (18SC000C0071) (03 NOS)

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

| क्र.सं.<br>SL.No.                                 | सामग्री / सेवा विवरण<br>Material / Service Details | मात्रा / इकाई<br>Quantity / unit | आपूर्ति तिथि<br>Delivery Date |
|---------------------------------------------------|----------------------------------------------------|----------------------------------|-------------------------------|
| 00100                                             | Repair of Motor driven 4 way valves                | 1 Activity unit                  | 17.09.2026                    |
| The Line item 00100 covers the following services |                                                    |                                  |                               |
| 000000001                                         | सेवा सं./Service Number :-                         | 1 Number                         |                               |
| 0                                                 |                                                    |                                  |                               |

| क्र सं.<br>SL.No. | सामग्री / सेवा विवरण<br>Material / Service Details                                                            | मात्रा / इकाई<br>Quantity / unit | आपूर्ति तिथि<br>Delivery Date |
|-------------------|---------------------------------------------------------------------------------------------------------------|----------------------------------|-------------------------------|
| 000000002<br>0    | संक्षिप्त वर्णन/Short Description :- Repair of Motor<br>Driven 4 way valve No.1<br>सेवा सं./Service Number :- | 1 Number                         |                               |
| 000000003<br>0    | संक्षिप्त वर्णन/Short Description :- Repair of Motor<br>Driven 4 way valve No.2<br>सेवा सं./Service Number :- | 1 Number                         |                               |
|                   | संक्षिप्त वर्णन/Short Description :- Repair of Motor<br>Driven 4 way valve No.3                               |                                  |                               |

नियम और शर्तें : भाग ए में लिखी हुई और इतर संलग्नपत्रे इस निविदा एक अभिन्न अंग हैं |हमें आशा है की,हमें प्रतियोगित्मिक और उचित प्रस्ताव इस निविदा के लिए प्राप्त होगा |

Terms & Conditions as indicated in Part A of this tender and other enclosures / annexures form an integral part of this tender document. We look forward to receive your most competitive and reasonable offer against this Tender.

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



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Two Bid web/NIC/Eproc-tender for repair of motor driven 4 way 2 position valve (18SC000C0071) (03 NOS) on Boat-06 of P75 Project (Y-11880).

**Standard Tender Document**



**MAZAGON DOCK SHIPBUILDERS LIMITED**

(Formerly known as Mazagon Dock Ltd)

**CIN: U35100MH1934GOI002079**

(A Government of India Undertaking)

Dockyard Road, Mazgaon, Mumbai 400 010. INDIA

Certified – ISO 9001:2008 for Shipbuilding Division

**DIVISION: SHIP BUILDING**

**DEPARTMENT: OUTSOURCING**

Tel. No.: +91(022) 2376 3351

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

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

|                                         |                                   |
|-----------------------------------------|-----------------------------------|
| <b>MDL TENDER No.</b>                   | <b>: 8000001317</b>               |
| <b>E-TENDER DATED</b>                   | <b>: 08/08/2025</b>               |
| <b>E-TENDER CLOSING DATE &amp; TIME</b> | <b>: 14/08/2025 at 15:00 Hrs.</b> |
| <b>E-TENDER OPENING DATE &amp; TIME</b> | <b>: 14/08/2025 at 15:30 Hrs.</b> |



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**Section I - Notice Inviting Tender (NIT)**

1. Notice Inviting Tender (NIT): Mazagon Dock Shipbuilders Limited (MDL), Mumbai is India's leading Shipbuilding Company with ISO 9001:2015 accreditation. Mazagon Dock Shipbuilders Limited, invites offers in two bid system i.e. Part-I (Techno Commercial Bid) and Part-II (Price Bid) from Indian bidder through online bidding via **NIC portal** for Item /Services.
2. Mazagon Dock Shipbuilders Limited invites on-line competitive bids in TWO BID SYSTEM (Part-I Techno Commercial Bid and Part-II Price Bid), from reputed Bidder / Vendors, on our e-procurement portal [www.eprocuremdl.nic.in](http://www.eprocuremdl.nic.in), for the Work/Services as detailed in this tender document
3. **Salient Features of MDL's e-Procurement System for Participating in (this) e-Tender:**
  - a) **Submission of bids against e-Tenders:** The bidder is required to quote online on the e-Procurement website [www.eprocuremdl.nic.in](http://www.eprocuremdl.nic.in) by the deadline, by submitting the Techno-commercial Bid & Price Bid in Electronic format only. The prices/quotes & a few declarations shall have to be entered/uploaded by the bidder online in the Tender's entry forms & other bid documents' scanned/soft copies shall have to be uploaded as part of the bid. All bids should be digitally signed using DSC (as explained below).
  - b) To be able to participate in e-Tender (s), bidder must register themselves on the ASP's website (*registration is free of cost*) & must possess a legally valid Class-IIB or above Digital Signature Certificate (DSC) as per IT Act-2000, using which they can sign their electronic bids. The DSC can be procured from any Certifying Authority (CA) authorized by Controller of Certifying Authorities (CCA) of Govt. of India.
  - c) [National Informatics Centre \(NIC\)](http://www.nic.in) have been appointed by MDL as the Application Service Provider (ASP). For any further details of e tendering & digital signatures, please contact 0120- 4200462, 0120-4001002, 8826246593, [eproc-support@gov.in](mailto:eproc-support@gov.in).
  - d) Online User Manual is available on the website for the guidance of users & for participating in the e-Procurement/ e-Tendering, the bidder must ensure having the requisite (IT) infrastructure at their office premises.
  - e) Bidder in their own interest are requested to upload their bids well in advance of tender closing date to avoid the last minute difficulties in uploading the bids. Request for extension, if at all to be made, shall be forwarded at least 3 working days in advance to the tender closing date / time with proper reasoning. MDL reserves all rights in this regard & decision of MDL shall be binding to the applicant. Problems in hardware/software, internet connectivity, system configurations, Browser setting etc., for whatsoever reason shall not be considered for extension of tender closing date and time.
  - f) MDL will not be responsible for an error in downloading of tender documents from web by the bidder. The version appearing on MDL website will be considered final and authentic.
  - g) **Bidders are requested to get their technical queries, if any, clarified in advance (1 days in advance to tender closing date) to avoid last minute delay. For any technical clarification, bidders are requested to contact** Shri Vimal Gohel (Deputy Manager –MAT-EY), Phone No is 2376-3607 email id: [vgohel@mazdock.com](mailto:vgohel@mazdock.com).



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**Standard Tender Document**

**4. The Tender Document.**

- i. **Bidder must read the complete 'Tender Document'.**
- ii. Bids must be uploaded till the deadline for submission of bids. Bidder in their own interest are requested to upload their bids well in advance of tender closing date to avoid the last minute difficulties in uploading the bids. Request for clarification/extension, if at all to be made, shall be forwarded at least 3 working days in advance to the tender closing date / time (excluding tender closing date) with proper reasoning.

- 5. Submission of Bids:** No manual Bids shall be made available or accepted for submission (except for originals of scanned copies as per sub-clause above). Bidder must comply with the conditions of the NIC Procurement portal, including registration .etc. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling in the required information.

- 6. Disclaimers and Rights of MDL:** The issue of the Tender Document does not imply that MDL is bound to select bid, and it reserves the right without assigning any reason to
- (a) cancel the tender process; or
  - (b) abandon the procurement of the Goods/Services; or
  - (c) issue another tender for identical or similar Goods/Services.

*Note: Please refer to appended SOW and the complete Tender Document for further details.*

**Tender Inviting Authority**



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Following documents, references & formats form a part of the tender:

|                                |                                                                                                                                                    |
|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| <a href="#">Section I</a>      | Notice Inviting Tender (NIT)                                                                                                                       |
| <a href="#">Section II</a>     | Tender Enquiry Form (TEF)                                                                                                                          |
| <a href="#">Section III</a>    | General Conditions of Contract (GCC) for Goods and Services                                                                                        |
| <a href="#">Annexure – A</a>   | SOW ref no EY/ENGG/SOW/REPAIR-OF-4-WAY-VALVES/REVISED dated 17.06.2025                                                                             |
| <a href="#">Annexure – B</a>   | Blank rate sheet indicating quoted/not quoted against each line item, tax percentage, type of taxes                                                |
| <a href="#">Annexure – C</a>   | Declaration of Local Content, preference for MSE Order 2012 / PPP Order 2017 for purchase preference.                                              |
| <a href="#">Annexure – C-1</a> | Actual Local Content Certificate                                                                                                                   |
| <a href="#">Annexure – D</a>   | <del>bidder' experience of completion of similar works</del>                                                                                       |
| <a href="#">Annexure – E</a>   | <del>Ernest Money Deposit (EMD) or equivalent certificate</del>                                                                                    |
| <a href="#">Annexure – F</a>   | Integrity Pact Format                                                                                                                              |
| <a href="#">Annexure – G</a>   | <del>Non disclosure Agreement Format</del>                                                                                                         |
| <a href="#">Annexure – H</a>   | Acceptance of Standard bidding document/ tender Enquiry Form(SBD/TEF).                                                                             |
| <a href="#">Annexure – I</a>   | General Condition of Contract (GCC).                                                                                                               |
| <a href="#">Annexure – J</a>   | GST terms & conditions                                                                                                                             |
| <a href="#">Annexure – K</a>   | RTGS/ NEFT - Mandate Authorization Form                                                                                                            |
| <a href="#">Annexure – L</a>   | Compliance Certificate w.r.t. Land Border Clause                                                                                                   |
| <a href="#">Annexure – M</a>   | Performance Security Bank Guarantee Format                                                                                                         |
| <a href="#">Annexure – N</a>   | Proforma of unconditional and irrevocable insurance surety bond for Performance Security                                                           |
| <a href="#">Annexure – O</a>   | Proforma of unconditional and irrevocable insurance surety bond for Free Issue Material and Proforma Bank Guarantee Format for Free issue Material |
| <a href="#">Annexure – P</a>   | Official Secret Act 1923 (ILLUSTRATIVE FORMAT)                                                                                                     |
| <a href="#">Annexure – Q</a>   | DECLARATION BY BIDDER REGARDING CONFLICT OF INTEREST AMONG BIDDERS                                                                                 |

**REFERENCES:-**

Terms & Conditions (Available on MDL Website [www.mazdock.com](http://www.mazdock.com) →Work/Service Contracts or [www.mazdock.com](http://www.mazdock.com) → tenders → shipbuilding → Outsourcing ).

- 1) Official Secrets Act 1923.
- 2) Safety Code for Sub-Contractors.
- 3) Procedure for entry passes



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**Section II - Tender Enquiry Form (TEF)**

**1. Description & Scope of Supply / Work:**

Outsourcing of services for repair of motor driven 4 way 2 position valve (18SC000C0071) (03 NOS) on Boat-06 of P75 Project (Y-11880).

Bidder is requested to refer SOW ref no SOW ref no EY/ENGG/SOW/REPAIR-OF-4-WAY-VALVES/REVISED dated 17.06.2025 attached at [Annexure-A](#) along with this tender document.

**2. Documents to be submitted for technical assessment:** - Vendor need to submit following document for assessment.

- i. The contractor shall provide concurrence of QAP plan attached in SOW.

**3. Earnest Money Deposit (EMD) / Bid Security:** Not applicable

**4. Validity Period of Offer:**

- (a) Bid / Offer shall have the validity period of **120 days** from the tender closing date.  
(b) In case the day up to which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for MDL, the bid validity shall automatically be deemed to be extended upto the next working day.  
(c) In exceptional circumstances, before the expiry of the original time limit, MDL may request the bidder to extend the validity period for a specified additional period. The request and the bidder's responses shall be made in writing or electronically. A bidder may agree to or reject the request. A bidder who has agreed to MDL's request for extension of bid validity, in no case, he shall be permitted to modify his bid.

**5. (A) CONTRACT VALIDITY, WORK SCHEDULE, & MOBILISATION:**

**(a) Contract validity/ Work Schedule:**

The firm to deliver the valves after successful repair & trials within 48 weeks from the date of purchase order. The period of contract shall be 60 weeks from the date of purchase order

vi) Please refer relevant clause of SOW.

**(b) Work schedule:**

Work will be released to the contractor(s) by means of written schedule jointly prepared within overall contract period between contractor(s) and MDL executive. The job as ordered should be completed on dates mutually agreed upon in accordance with in the delivery schedule. This delivery schedule shall be strictly followed for execution and will be the criteria for applicability of LD.

**6. Pre-Bid Conference:** Not applicable for this tender.

**7. (A) Submission of Offer in Two Bid System:** Offer must be submitted in two parts as follows:

- a) **Part I (Techno Commercial Bid):** The bidder shall ensure that following documents are **essentially submitted in** the Part-I bid as applicable:



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| Sr No | Essential document                                                                                    | Annexure if applicable     |
|-------|-------------------------------------------------------------------------------------------------------|----------------------------|
| 1     | Technical & Commercial offer.                                                                         | -                          |
| 2     | Scanned copy of Integrity Pact (IP) Signed (On each page).                                            | <a href="#">Annexure F</a> |
| 3     | Acceptance of Standard bidding document/ tender Enquiry Form(SBD/TEF).                                | <a href="#">Annexure H</a> |
| 4     | General Condition of Contract (GCC).                                                                  | <a href="#">Annexure I</a> |
| 5     | Declaration of Local Content, preference for MSE Order 2012 / PPP Order 2017 for purchase preference. | <a href="#">Annexure C</a> |
| 6     | Compliance Certificate w.r.t. Land Border Clause.                                                     | <a href="#">Annexure L</a> |
| 7     | Blank rate sheet indicating quoted/not quoted against each line item, tax percentage, type of taxes.  | <a href="#">Annexure B</a> |
| 8     | Bidder contact details/ Bank details for payment by RTGS/NEFT in the format enclosed.                 | <a href="#">Annexure K</a> |
| 9     | Additional documents as applicable to this tender.                                                    | -                          |

**Note: In any case, prices are not to be mentioned in Part-I bid.**

b) Part-II (Price Bid): This should contain only the PRICES for each of the listed items strictly in the prescribed format provided online in NIC BOQ.

Note:

i) 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 bidder 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 witness opening of the bids online from their locations by logging on MDL e-procurement website with their Digital Signature Certificate (DSC).

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

(v) If, in the price structure quoted for the required service/goods, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly;

(vi) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and

(vii) If there is a discrepancy between words and figures, the amount in words shall prevail.

c) **Bid Modification:** Modification in bids, if any, is to be made by bidder prior to the tender closing date & time.

**8. Bid Rejection Criteria:**



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(a) **Categorical rejection criteria:** The following conditions / deviations are non-negotiable and therefore any bid falling under these conditions / deviations shall be summarily rejected. Bidder to note that they shall not be provided any opportunity to rectify these conditions / deviations post Part-I bid opening:

- (i) Bids received after tender closing date and time.
- (ii) Bids/Offer received other than e- Portal.
- (iii) Bidder(s) who is/are debarred under PPP MII order 2017, GeM, CPP including tender holiday issued by MDL.

(b) **Liable rejection criteria:** Non-compliance/non-acceptance to any of the terms and conditions of the tender other than mentioned at tender clause **8(a)** shall render the bid liable for rejection;

**IMPORTANT NOTE:**

- i. **"Bidder is 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.**
- ii. **MDL reserves the right to seek clarification / deficient documents from the bidder quoted against the tender.**

**9. Performance Security cum Security Deposit (PS) or Insurance Surety Bond (ISB):**

(a) Performance Security for an amount equal to 5% of the order value (excluding taxes, duties) payable in Indian Rupees or **Insurance Surety Bond (ISB)** shall be submitted within 25 days of the award of contract and the same 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.

(b) Performance security may be furnished in the form of NEFT / Demand Draft / Pay order / Bank Guarantee / Insurance Surety 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.

(c) PS can also be remitted online through MDL website: <https://www.mazagondock.in/OnlinePayment.aspx>.

Or

one can find Online payment tab on MDL website home page as under:

- Go to [www.mazagondock.in](http://www.mazagondock.in)
- Click on Online payment tab available on home page.
- 4 option viz. Career, Tender, Security, Scrap/ Disposal will be available.
- Click on the Tender tab and make the payment online using Debit cards, Credit Cards, Net banking, BHIM/ UPI etc. after filling the required details

(d) 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. The duly filled & signed copy of annexure is to be submitted to respective dealing commercial executives.

(e) In cases where the supplier / contractor does not submit the PS/ISB but commences supply / services, interest will be recovered for the delayed period of submission of PS at the rate of SBI BPLR plus 2%. Additionally, **Performance Security cum Security Deposit (PS) or Insurance Surety Bond (ISB)** amount could be withheld from the payable Invoice (s) of the Contractor, if any

(f) The performance security/ISB will be forfeited and credited to MDL's account in the event of a breach of contract by the contractor. It will be refunded to the



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- contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.
- (g) No exemption can be granted to any unit including MSME, SSI units and MDL Registered Supplier.
- (h) In case of failure to submit performance security deposit by the supplier within 25 days of transmission / notification of order by any mode, the EMD will be forfeited (if available) and MDL reserves the right to cancel the order and invoke the risk purchase clause.
- (i) In case completion of work is likely to be delayed beyond the Order completion period/Contractual 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.
10. **Warranty/Guarantee:** 12 months from the date of delivery in MDL (Please refer SOW for additional details)
11. **Pricing:**
- i) The bidder shall quote the prices as per the **BOQ format for the quantity mentioned in Annexure B**.
  - ii) Bidder would have to quote for all the services tendered & listed in the Rate Sheet format of NIC. Vendor has to mandatorily fill the **Annexure B**, BLANKING the PRICES but clearly indicating 'QUOTED / UNQUOTED', also indicating the % of actual taxes/duties applicable, and upload in Cover-1/Part 1 Bid.
  - iii) Contract Price shall remain firm and fixed during the currency of order/contract execution.
  - iv) MDL shall not be bound by any printed conditions or provisions in the Contractor's Bid Forms or acknowledgement of CONTRACT, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to CONTRACT.
  - v) Bidder while quoting should consider the all costs such as labour, minimum wages, transportation, equipment, all incidental expenses, travelling, lodging, boarding, administrative, mobilizations, demobilizations, etc.
  - vi) Quantum of the work is tentative. Considering the priority, Project requirement, time constraint, work progress and contractor's performance, the quantum of work allotted to the contractor may vary or reduce and under such circumstances no compensation would be payable.
  - vii) The payment shall be based on actual work completed in line with tender terms and conditions
12. **Tie Breaker:** -Not applicable.
13. **Taxes & Duties:** Following details are to be submitted by the bidder:
- 1. GST No.:
  - 2. Type of dealer (composition/ Normal):
  - 3. SAC/HSN NO.:
  - 4. % of GST:



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Bidder should confirm acceptance of Standard Terms & Conditions of GST enclosed with this tender as per [Annexure -J](#). Bidder must clearly mention the applicable Taxes & Duties in the rate sheet enclosed in the tender. The item-wise rates (i.e. Basic + Packing, Forwarding, Freight & Insurance) quoted in the Rate sheet should exclude Taxes, Cess & 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.

**14. Payment Terms:**

- 14.1 Advance payment is not applicable for this tender.
- 14.2 95% payment against each invoice will be made through RTGS/NEFT within 15 days from the date of receipt of invoice in MDL and balance 5% shall be retained towards guarantee requirement as mentioned. Alternatively, vendor may submit Performance Security Bank Guarantee(PSBG)/ ISB for 5% value of invoice/ Insurance surety Bond (ISB) as mentioned in clause no 14 of tender document, valid till guarantee period plus one month towards guarantee requirement and in that case the 5% retained amount shall be returned.  
Please refer clause no 9 i.e. **Performance Security cum Security Deposit (PS) or Insurance Surety Bond (ISB)**
- 14.3 The invoice shall be preferably submitted within four weeks of certification of Work Completion Certificate 'WCC'
- 14.4 Payment of the balance of the value of the supplies/services may be payable and as reduced by any deductibles and / or the amount leviable towards liquidated damages, if any.
- 14.5 No advance will be paid in any manner against the contract
- 14.6 Payment will be made on monthly basis on the completed jobs through NEFT/RTGS within 15 days on submission of ink signed tax invoice in triplicate along with work completion certificate (SAP Service Entry Sheet copy) duly signed by Chief Manager or officer of above level of User department)
- 14.7 The vendors, whose aggregate turnover in any preceding financial year from FY 2017-18 onwards, exceeds INR 5crore 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.

**15. Payment Mode & Documents:**

- 15.1 Set of Original + 2 Copies of signed Tax Invoice to be submitted to Receipts Sections along with Work completion certificate (i. e. Service Entry through SAP system) certified by CM or above rank officer of MDL user department.
- 15.2 The bills should be preferably submitted within four weeks of certification of Work Done Certificate 'WDC' to Receipts Sections adjacent to ARS punching station of South Yard along with Service entry through SAP system from user department.
- 15.3 Alternate MSME vendor payment through TReDS:  
15.3.1 In order to address the financial needs of MSME firms, GoI has introduced a platform for facilitating the financing of trade receivables of MSMEs from buyers, through multiple financiers which is termed as Trade Receivables Discounting System (TReDS). At TReDS, auctioning of invoices at competitive & transparent environment is done by financiers based on Buyer's credit profile.



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15.3.2 MDL is registered on the "Invoice mart" TReDS platform and M1xchange of M/s Mynd Solutions Pvt Ltd.

15.3.3 MSME bidder desirous to receive payments through TReDS platform may avail the facility if they are already registered on

15.3.4 "Invoicemart" TReDS platform or by registering on it.

Contact details at "Invoicemart" TReDS platform are as below:

022 6235 7373 and a new mail id:- service@invoicemart.com.

15.3.5 "M1xchange" TReDS platform or by registering on it.

15.3.6 Contact details at "M1xchange" TReDS platform are as below:

+91 9920455374 Ms Ashwathi Jayandran. email id

ashwathi.jayandran@m1xchange.com

+91 8839915724 Ms. Prinyaka Shah.

email id prinyaka.shah@m1xchange.com

**Note:** Contractors are requested to raise invoices yard-wise in consultation with WCC issuing authority.

16. **Exchange Rate Variation (ERV):** Not applicable to this tender.

17. **Work Done Certificate (WDC) / Completion Certificate (WCC):**

- a. The inspection and certification of all above tasks shall be done by MDL.
- b. Payment shall be made on the basis of design weight of the fabricated blocks and outfitting items. For piping payment shall be done in inch.meter
- c. The job completion shall be certified by MDL dealing executive. Preparation of Work done statement/certificate (WDC) will be contractor's responsibility. Necessary service entry shall be made in SAP by WDC certifying authority (an executive in the rank of Chief Manager or above) based on submitted WDC and will be submitted to the contractor for further invoicing. The WDC shall bear relevant Service Entry Sheet No., PO No., respective item Sr. No, and sub service line item of the PO. The WDC shall be submitted along with copy of inspection reports.
- d. The WDC shall include cumulative statement of jobs carried out till last WDC. The WDC shall clearly mention the scheduled dates for start and EDC /delivery of the jobs (as given to the contractor by MDL) and the actual dates of start and completion.
- e. The contractor has to follow the schedule given strictly in order to maintain the overall progress of Ship. LD shall be applicable in case of delays non-attributable to any convincing reasons.
- f. 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 contractor's invoice.
- g. WCC shall be on the basis of actual work carried out and accepted by MDL.
- h. WCC and invoices shall be forwarded for payment based on work completed as per release note. Partial completion shall not be accepted.
- i. WDC and WCC will be issued by MDL Planning east Yard not below rank of CM.
- j. Based on this certification, the contractor(s) shall prepare the WDC for completed activities along with all relevant inspection reports. The necessary service entry will be made in the system & will be submitted to the contractor(s) for further invoicing. The WDC should accompany the related inspection reports (if applicable). WDC shall be certified & issued post completion of the individual PO line activities. The WDC shall include cumulative statement of jobs carried out till last WDC.
- k. 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



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bear relevant Service Entry Sheet No., PO No. and respective item Sr. No., sub service line item of the PO.

1. 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.

**m. For further details, Please Refer relevant clause in SOW.**

18. **Loading Criteria:** Not applicable.
19. **Ranking of Bids:** Not applicable
20. **Parallel Order:** Not applicable
21. **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)
22. **Book Examination Clause:** Not applicable.
23. **Progress Monitoring & Review Mechanism:** The required dates are indicated in tender. On placement of order a kick off meeting is to be held in MDL to chalk out the sequence and priority of the activities and the deliverables in line with the prevailing construction status of the ship. In this meeting, a progress monitoring team shall be constituted comprising vendor's representative engineer, MDL's executives (one each from Planning, Design and Ship Manager). This team shall carry out periodic reviews (initially quarterly followed by monthly reviews) to decide and chalk out the detailed sequence and priority of the completion of work and deliverables. The vendor would have to adhere to the recommendations and decisions of the said team while executing the work.
24. **Hindrance Register:** All hindrances with date of occurrences and removal shall be noted in the Hindrance Register. The Hindrance Register shall document reasons for the delay vis-à-vis the mutually agreed schedule. All hindrances such as delay in MDL Inputs (Drawings/Material/Documents/Services/ Inspection call), delay by TPI/Inspection Agency/Customer(Navy), delay on account of specialist services, non-performance by the contractor, delinquency by the vendor, force majeure or any other relevant reason shall be recorded. The Hindrance Register shall be signed by the reps. of both MDL as well as Contractor. Executive in the rank of Chief Manager and above shall be the nodal executive of the User Department.
25. **Public Grievance Cell:** A public grievance cell headed by Shri R. R. Kumar, ED (EY) has been set up in the company. Members of public having complaints or grievances are advised to contact above Authorities on Wednesday between 10.00 hours and 12.30 hours in his office at 3rd Floor, West Block, Mazagon Dock Shipbuilders Ltd or send their complaints / grievances to him in writing for redressal. Telephone No. is 23762106(MDL).
26. **Integrity Pact (IP):** Not applicable.
27. **Working on MDL Holidays:** Intimation for working on Saturday / Sunday / holidays if required, should be submitted 2 working days prior to the date of holiday indicating



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names of personnel to Personnel Department and Security through concerned Department.

28. **Non-Disclosure Agreement:** Not applicable

29. **Declaration for local content** Bidder 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”.

Self-certification by Chief Financial Officer or Other legally responsible person nominated in writing by the Chief Executive or Senior Member / Person with Management Responsibility of Corporation / Partnership / Individual.

However, in cases of procurement for value in excess of Rs.10 Crores, the bidder shall provide a certificate from statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of supplier other than companies) giving the percentage of local content.

30. **Breach of Obligation:** 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.

31. **CARTEL FORMATION/POOL RATES:** Not applicable to this tender.

32. **Inter Project Service Transfer (IPST):** MDL reserve the right to transfer services from PO placed for one project to another project OR within project (One yard to another) OR between Divisions OR Project to Yard or vice versa provided the services are identical in nature with same rates.

33. **Offset Policy:** Not applicable to this tender.

34. **Land Border:**

- a) This clause is applicable from a country which shares a land border with India” for the purpose of this Order means: -
  - i) An entity incorporated, established or registered in such a country; or
  - ii) A subsidiary of an entity incorporated, established or registered in such a country;

or

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



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- b) Bidder from a country sharing land border with India shall Mandatorily requires registration with registration Committee by the Department for promotion of Industry and Internal Trade (DPIIT). Registration shall not be applicable for the bidder from those country to which the Government of India has extended Line of credit or in which the government of India is engaged in development project.
- c) Bidder shall comply orders issued by ministry of Finance department of expenditure Vide OM 6/18/2019- PPD dated 23 July 2020 & 24 July 2020 and OM No F.7/10/2021/-PPD(1) dated 23.02.2023.

**35. CONFLICT OF INTEREST AMONG BIDDERS:**

- 1.1. Bidders having a conflict of interest shall not be eligible to participate in the tender process unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the tender process and execution of the contract.
- 1.2. The bidder shall be considered to have a conflict of interest in this tender process and execution of the resultant contract in the following situations:
  - 1.2.1. If its personnel have a close personal, financial, or business relationship with any personnel of the procuring entity who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly;
  - 1.2.2. The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the tender process in which it is participating;
  - 1.2.3. A Principal can authorize only one agent, and an agent should not represent or quote on behalf of more than one Principal. However, this shall not debar more than one authorized distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate or  
A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV

- 36. Workmen Safety and Insurance:** The service provider shall alone be fully responsible for safety and security and insurance or life insurance of their personnel who is working on the operation and maintenance works. The service providers shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at their (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the MDL, insurance against the risks, and for the coverage, as shall be specified in the **SCC**; and at the MDL's request, the service providers shall provide evidence to the MDL showing that such insurance has been taken out and maintained and that the current premiums have been paid. The service provider shall provide and ensure sufficient protection gears like safety shoes, hand gloves, ladders, etc. are being used by their workers while carrying out works. The MDL shall not be liable for any compensation in case of any fatal injury/death caused to or by any man power while performing/discharging their duties/ for inspection or otherwise.



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37. **Corrigendum to Tender Document:** Before the deadline for submitting bids, MDL may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing a corrigendum. The corrigendum shall be published in the same manner as the original Tender Document. Without any liability or obligation, the Portal may send intimation of such corrigendum to bidder who have downloaded the document under their login. However, the bidder's responsibility is to check the website(s) for any corrigendum. Any corrigendum thus issued shall be considered a part of the Tender Document. To give reasonable time to the prospective bidder to take such corrigendum into account in preparing their bids, MDL may suitably extend the deadline for the bid submission, as necessary. After MDL makes such modifications, any Bidder who has submitted his bid in response to the original invitation shall have the opportunity to either withdraw his bid or re-submit his bid superseding the original bid within the extended time of submission.
38. **Contacting MDL during the evaluation:** 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.
39. **Free issue Material(FIM):**
- Free issue material as mentioned in Scope of work was already issued to you for Value of FIM worth Rs 1,67,00,000/- against submission of Indemnity bond and insurance cover valid till 31 Dec '25. In such case you required to submit/extend Indemnity bond and insurance cover with MDL as a beneficiary till the period of contract (i.e. 60 weeks from the date of purchase order) within 05 working days of date of purchase order.
  - You may submit this Bank Guarantee/ ISB drawn in favor of MAZAGON DOCK SHIPBUILDERS LIMITED from the list of banks approved by SBI/ Canara bank published on MDL website and the same shall be valid for the period of contract. Bidder to advise their bank/banker to send FIMBG/ISB directly to OTS department to dispense with additional step of verification of authenticity of signatories. No change/modification in the text of the prescribed format of the Bank Guarantee is permissible.
  - Such Bank Guarantee/ISB shall be valid till end of the contractual completion period. Whenever any claim for payment of sum arises regarding loss of material against the contractor more than Bank Guarantee submitted against FIM, MDL is entitled to withhold /retain sum in whole or in part from the security deposit, retained amount against PBG and Pending invoices if any.
- iv. Format of "Free issue Bank Guarantee" / "ISB" for free issue material is enclosed at [Annexure – "O"](#). Please refer relevant clause in\_Scope of Work [Annexure A](#).
40. **Additional Instructions:**
- In case of improper on-line filling or non-submission of Acceptance formats for Tender Enquiry Form (TEF), GCC, it shall be presumed that all our tender terms & conditions are acceptable to the bidder.
  - Wherever the clauses in tender document (Part A) are getting repeated in GCC, then in such cases bidder are requested to refer the clauses in the tender doc (Part A) and offer their comments/acceptance, accordingly.



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41. **Contact Details for Queries:** Bidder shall visit the actual site at MDL, for ascertaining the nature & entire scope of work, job requirement, technical specifications, tools & tackles & measuring instruments required, for carrying out the job and intermediate checks, the environment under which the work needs to be carried out at worksite in MDL premises, site conditions etc.
42. We look forward to receive your most competitive and reasonable offer against this tender.

Yours faithfully,  
For MAZAGON DOCK  
SHIPBUILDERSLIMITED,  
**Prashant Pimple**  
**Deputy General Manager**  
**(OUTSOURCING DEPARTMENT)**



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**Annexure-H**

**SBD/TEF (STANDARD BIDDING DOCUMENT ACCEPTANCE FORMAT):-**

To, MAZAGON DOCK SHIPBUILDERS LIMITED, OUTSOURCING DEPARTMENT.

| SBD<br>CLAUSE No. | BIDDER'S<br>REMARK | SBD<br>CLAUSE No. | BIDDER'S<br>REMARK |
|-------------------|--------------------|-------------------|--------------------|
|                   | ACC. / DEV.        |                   | ACC. / DEV.        |
| 1                 |                    | 2                 |                    |
| 3                 | Not applicable     | 4                 |                    |
| 5                 |                    | 6                 | Not applicable     |
| 7                 |                    | 8                 |                    |
| 9                 |                    | 10                |                    |
| 11                |                    | 12                | Not applicable     |
| 13                |                    | 14                |                    |
| 15                |                    | 16                | Not applicable     |
| 17                |                    | 18                | Not applicable     |
| 19                | Not applicable     | 20                | Not applicable     |
| 21                |                    | 22                | Not applicable     |
| 23                |                    | 24                |                    |
| 25                |                    | 26                | Not applicable     |
| 27                |                    | 28                | Not applicable     |
| 29                |                    | 30                |                    |
| 31                | Not applicable     | 32                |                    |
| 33                | Not applicable     | 34                |                    |
| 35                |                    | 36                |                    |
| 37                |                    | 38                |                    |
| 39                |                    | 40                |                    |
| 41                |                    | 42                |                    |

COMPANY'S NAME & ADDRESS:

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

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

**NOTE:**

- Bidder should carefully read the Terms & Conditions of the Standard Bidding Document (SBD) prior to filling up this acceptance format.
- This format should be properly filled, signed and bidder shall upload the scanned copy of the same online.
- Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
- 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.
- Clause numbers shown in the above format also includes the sub-clauses under these clauses.



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**SOW ref no EY/ENGG/SOW/REPAIR-OF-4-WAY-VALVES/REVISED dated  
17.06.2025  
Annexure-A**

SOW Ref: EY/ENGG/SOW/REPAIR-OF-4-WAY-VALVES/Revised

Date: 17 Jun '25

**SCOPE OF WORK FOR REPAIR OF MOTOR DRIVEN 4 WAY 2 POSITION VALVE  
(18SC000C0071) (03 NOS) THROUGH OEM AUTHORISED REPRESENTATIVE  
M/S AJAY VALVES UNDER NORMAL SINGLE TENDER**

**SUBCONTRACTOR's SCOPE OF WORK:**

1. Items have been issued to the firm for analysis against submission of Indemnity bond and insurance cover valid till 31 Dec '25 for value of Rs. 1,67,00,000/-
2. Transportation to MDL of these valves after repairs is in the scope of the firm.
3. All the material, spares, consumables & manpower required for repair and performance of the valves are in the scope of the firm.
4. Firm has to repair the item completely and make it fully functional. No spares will be supplied to subcontractor for this repair activity.
5. Quality assurance plan (QAP) is enclosed. The firm to provide concurrence of QAP.
6. Inspection and testing of repaired items at firm's premises will be witnessed by MDL QA-EY and customer (SOT(MBI)) representative as per QAP.
7. The firm to submit COC (Certificate of Conformity) for functionality of the entire valves after repairs.
8. The firm to provide Warranty of 12 months from the date of delivery of items in MDL after successful trials. If the items are repaired/overhauled under warranty, a residual warranty of at least six months from the date of delivery after warranty repairs is applicable.
9. The firm to deliver the valves after successful repair & trials within 48 weeks from the date of purchase order. The period of contract shall be 60 weeks from the date of purchase order.
10. Firm to submit/extend Indemnity bond and insurance cover till the period of contract (i.e. 60 weeks from the date of purchase order) within 05 working days of date of purchase order.
11. WCC will be signed by officer of rank CM or above of PLG-EY department after completion of repairs as per approved QAP and delivery of items in MDL.



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**Rate Sheet:**

| Sr No. | Description                              | Qty | UOM | Unit Rate (In Rs.) | Total Cost (In Rs.) |
|--------|------------------------------------------|-----|-----|--------------------|---------------------|
| 1      | Repair of Motor Driven 4 Way Valve No. 1 | 1   | Nos |                    |                     |
| 2      | Repair of Motor Driven 4Way Valve No. 2  | 1   | Nos |                    |                     |
| 3      | Repair of Motor Driven 4Way Valve No. 3  | 1   | Nos |                    |                     |

Enclosure: Quality assurance plan

  
विमल गोहेल  
VIMAL GOHEL  
उप प्रबंधक (योजना-पूर्व खंड)  
DEPUTY MANAGER (PLG-EY)  
माझगांव डॉक शिपबिल्डर्स लिमिटेड  
MAZAGON DOCK SHIPBUILDERS LIMITED

  
ए. बलगाणेश  
A. BALAGANESH  
उप महाप्रबंधक (वाणिज्य-पूर्व खंड)  
DEPUTY GENERAL MANAGER (C-EY)  
माझगांव डॉक शिपबिल्डर्स लिमिटेड  
MAZAGON DOCK SHIPBUILDERS LIMITED

  
19/06/25  
अश्विनी कुमार  
ASHWINI KUMAR  
प्रबंधक (योजना-पूर्व खंड)  
MANAGER (PLANNING-EY)  
माझगांव डॉक शिपबिल्डर्स लिमिटेड  
MAZAGON DOCK SHIPBUILDERS LIMITED



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001317

Two Bid web/NIC/Eproc-tender for repair of motor driven 4 way 2 position valve (18SC000C0071) (03 NOS) on Boat-06 of P75 Project (Y-11880).

**Standard Tender Document**

| AJAYVALVESPRIVATELIMITED<br>SurveyNo.257, Bhavnagar-RajkotHighway,Sihor,Dist.Bhavnagar.<br>QUALITYASSURANCEPLANFOR4-WAYBALLVALVE.<br>ISSUE NO:01 REVISION NO:00, DATE : 18.06.2025 |                                                                                                                                                                                                                          |                     |               |                                |                                                    |                             |      |         |                                                                                                                                                                                           |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------|--------------------------------|----------------------------------------------------|-----------------------------|------|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CUSTOMER: M/s. MAZAGONDOCK SHIPBUILDERS LTD, EAST YARD, MUMBAI.                                                                                                                    |                                                                                                                                                                                                                          |                     |               | P.O. NO: --<br>DATE:18.06.2025 |                                                    | QAP NO:--<br>AVPL/002/25-26 |      |         |                                                                                                                                                                                           |
| Subject : Repair of 03 nos. Motor Driven ND50, 4 Way 2 Position Valves, INSPECTION AGENCY:--- MDL & SOT                                                                            |                                                                                                                                                                                                                          |                     |               |                                |                                                    |                             |      |         |                                                                                                                                                                                           |
| RN No. 18SC000C0071 (P75)                                                                                                                                                          |                                                                                                                                                                                                                          |                     |               |                                |                                                    |                             |      |         |                                                                                                                                                                                           |
| 1                                                                                                                                                                                  | 2                                                                                                                                                                                                                        | 3                   | 4             | 5                              | 6                                                  | 7                           | 8    | REMARKS |                                                                                                                                                                                           |
| SR. NO                                                                                                                                                                             | ITEM DESCRIPTION                                                                                                                                                                                                         | TYPE OF CHECK       | QTY. OF CHECK | REFERENCE                      | ACCEPTANCE CRITERIA                                | AGENCY                      | AVPL | MDL     | SOT                                                                                                                                                                                       |
| <b>1 INCOMING INSPECTION OF 4-WAY BALL VALVE</b>                                                                                                                                   |                                                                                                                                                                                                                          |                     |               |                                |                                                    |                             |      |         |                                                                                                                                                                                           |
| 1.1                                                                                                                                                                                | Incoming inspection of valves: After receipt from MDL, check for:<br>A) Actuator operation manually.<br>B) Valve movement (open/close) & indicator check.<br>C) Surface finishing of internal surfaces post dismantling. | Visual              | 100%          | ETM-PF-13-002-01               |                                                    | P                           | R    | R       |                                                                                                                                                                                           |
| 1.2                                                                                                                                                                                | Inspection of defective valves components after disassembly/Continuity/ Insulation checks.                                                                                                                               | Visual              | 100%          | ETM-PF-13-002-01               |                                                    | P                           | W    | W       | List of damage/missing parts will be recorded for replacement.                                                                                                                            |
| <b>2 RAW MATERIAL/ BOUGHT OUT INSPECTION</b>                                                                                                                                       |                                                                                                                                                                                                                          |                     |               |                                |                                                    |                             |      |         |                                                                                                                                                                                           |
| 2.1                                                                                                                                                                                | Inspection of spares                                                                                                                                                                                                     | Visual/ Dimensional | 100%          | ETM-PF-13-002-01               | MTC/Fir in CoC as per part/ Material specification | P                           | W    | W       | Old spare to be handed over to shipyard.<br>IR Recorded MTC as per specs given in documents ETML. For metallic parts where details NA certificate from NABL/ Approved Lab to be provided. |
| 2.2                                                                                                                                                                                | Assembly of repaired item/ Replaced items.                                                                                                                                                                               | Visual              | 100%          | ETM-PF-13-002-01               | Inspection Report/ Firm CoC                        | P                           | R    | R       | Submarine Overseer(E)                                                                                                                                                                     |



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| 1      | 2                                            | 3                  | 4             | 5                | 6                   | 7      | 8           |
|--------|----------------------------------------------|--------------------|---------------|------------------|---------------------|--------|-------------|
| Sr. NO | ITEM DESCRIPTION                             | TYPE OF CHECK      | QTY. OF CHECK | REFERENCE        | ACCEPTANCE CRITERIA | AGENCY | REMARKS     |
| 3      | INHOUSE INSPECTION AFTER REPAIR              |                    |               |                  |                     |        |             |
| 3.1    | Pressure test/ Internal, External leak test. | Hydro              | 100%          | ETM-PF-13-002-01 | Internal report     | P R    | -           |
| 3.2    | Check operation of the valve Manually.       | Functional         | 100%          | ETM-PF-13-002-01 | Internal report     | P R    | -           |
| 4      | FINAL INSPECTION                             |                    |               |                  |                     |        |             |
| 4.1    | Functional testing                           | Visual/ Functional | 100%          | ETM-PF-13-002-01 | As per ETM          | P W    | IR Recorded |
| 4.2    | Final Pressure testing: Hydraulic Body Test  | Hydro test         | 100%          | ETM-PF-13-002-01 | As per ETM          | P W    | IR Recorded |
| 4.3    | Final Pressure testing: External leak test   | Hydro test         | 100%          | ETM-PF-13-002-01 | As per ETM          | P W    | IR Recorded |
| 4.4    | Final Pressure testing: Internal leak test   | Hydro test         | 100%          | ETM-PF-13-002-01 | As per ETM          | P W    | IR Recorded |

**NOTE:**

1. All the measure instruments must be calibrated/ Pressure tested and valid. Documents will be reviewed at the time of final pressure test.
2. A 07 days' prior notice is required before the inspections mentioned in para 1.2, 2.1, 4.1, 4.2, 4.3 and 4.4.

FIT: Final Inspection: Report, Rel.Std: Related Standard, I/R: Inspection Report, MTC: Material Test Certificate, CoC: Certificate of Conformity.  
P-Performer, W-Witness, R-Review, N.A: NOTAPPLICABLE.

MAZAGON DOCK SHIPBUILDERS LTD.  
DESIGN & CONSTRUCTION DEPARTMENT  
FOR, AJAY VALVES PVT.LTD.  
QUALITY DEPARTMENT

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DESIGN & CONSTRUCTION DEPARTMENT  
FOR, AJAY VALVES PVT.LTD.  
QUALITY DEPARTMENT

Commander  
Submarine Overseeing Team (MOT)



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**Annexure-B**

**ILLUSTRATIVE RATE SHEET FORMAT:**

Illustrative Rate Sheet format is uploaded on NIC portal as “**ANNEXURE-B: ILLUSTRATIVE RATE SHEET FORMAT**” with cover-1 (Part-I bid: **Without Price**)

**Note:**

- Annexure-B is only for illustration purpose & for the purpose of indicating tax
- Bidder shall upload the completely filled Annexure-B with cover-1 online in. (**Quoted/Not Quoted**)
- Prices are to be quoted in the Rate sheet (BOQ) **provided online** and uploaded in cover-2 online.
- Bidder while quoting should consider the all costs such as labour, hike in the minimum wages, transportation, equipment, all incidental expenses, consumables etc.
- Quantity shown is indicative. However, Payment shall be made as per actual work done.
- An **illustrative example** of blank rate sheet (Annexure-B) to be uploaded in cover 1 (Part 1 – Technical bid) is given below:

*Illustrative Example of Blank rate sheet to be uploaded in Part-I.*

| Sr | Item Description                         | Qty | Unit | Unit rate (In Rs) | Total value (Rs)  | Applicable Tax       | HSN Code        |
|----|------------------------------------------|-----|------|-------------------|-------------------|----------------------|-----------------|
| 1  | Repair of Motor Driven 4 Way Valve No. 1 | 01  | Nos  | Quoted/Not quoted | Quoted/Not quoted | To be mentioned in % | To be mentioned |
| 2  | Repair of Motor Driven 4 Way Valve No. 2 | 01  | Nos  | Quoted/Not quoted | Quoted/Not quoted | To be mentioned in % | To be mentioned |
| 3  | Repair of Motor Driven 4 Way Valve No. 3 | 01  | Nos  | Quoted/Not quoted | Quoted/Not quoted | To be mentioned in % | To be mentioned |

**Note:**

- This rate sheet is **only for illustration purpose** & for the purpose of indicating tax and whether quoted / not quoted.
- Prices are to be quoted in the Rate sheet (**BOQ**) **provided online** in .xls format and uploaded in cover-2 online.
- Bidder while quoting should consider the all costs such as labour, hike in the minimum wages, transportation, equipment, all incidental expenses, consumables etc.
- Quantity shown is indicative. However, Payment shall be made as per actual work done.



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**ANNEXURE-C**

**DECLARATION CERTIFICATE FOR LOCAL CONTENT**

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

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

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

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

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have read and understood the requirement of local content (LC) and same is specified as percentage calculated in accordance with the definition provided at clause 2 of revised Public Procurement (preference to Make in India) Order 2017.

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

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

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

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

**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.**



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

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

**SIGNATURE:**

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

**Seal / Stamp of Bidder**



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**ANNEXURE-C-1**

**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 RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF CONTRACT No./ PO No.**.....

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

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

I, the undersigned, ..... (full names),

do hereby declare, in my capacity as .....

of .....(name of bidder entity),  
that:

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

(b) My/our company 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 content of 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 items (%) |
|-------------------|-----------------------------------------------------------|-----------------------------------------------|
|                   |                                                           |                                               |

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 requirements of revised Public Procurement (preference to Make in India) Order 2017 dated 16.09.2020 and I shall furnish the document / information on demand. Failure on my part to furnish the data will be treated as false declaration as per PPP MII Order 2017. 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 of the remedies as provided for in Clause 9 of the Revised Public Procurement (preference to Make in India) Order 2017 dated 16.09.2020.

**SIGNATURE:** \_\_\_\_\_

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

**Stamp / Seal of the company**



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**ANNEXURE-E**

**Details for Remittance towards 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. **DETAILS OF REMITTANCE TO MDL'S BANK ACCOUNT:**

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

| Date of Remittance | Name of Firm | Vendor Code | MDL tender/ PO. Ref No. | Nature of Remittance viz. EMD/PS etc. | Amount Remitted (₹) |
|--------------------|--------------|-------------|-------------------------|---------------------------------------|---------------------|
|                    |              |             |                         |                                       |                     |
|                    |              |             |                         |                                       |                     |
|                    |              |             |                         |                                       |                     |

3. **SAP Parked Document No:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature of Vendor/Representative**



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**Section III - General Conditions of Contract (GCC) for Goods and Services**

The word 'Purchaser' refers to MAZAGON DOCK SHIPBUILDERS LIMITED, (MDL), a Company registered under the Indian Companies Act, 1913 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.

**1. Tenets of Interpretation** (Applicable for Goods and Services):

Unless where the context requires otherwise, throughout the contract:

- (i) The heading of these conditions shall not affect the interpretation or construction thereof.
- (ii) 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.
- (iii) Words in the singular include the plural and vice-versa.
- (iv) 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.
- (v) 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.
- (vi) Any reference to 'Goods' shall be deemed to include the incidental Works/ Services also.
- (vii) Any generic reference to GCC shall also imply a reference to TEF as well.
- (viii) In case of conflict, provisions of TEF shall prevail over those in GCC.
- (ix) Any reference to 'Contract' shall be deemed to include all other documents (inter-alia GCC, TEF).
- (x) 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.
- (xi) Fall Clause shall be expressly applicable in the case of Rate Contract.

**2. Language of Contract** (Applicable for Goods and Services):

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

**3. Governing Laws and Jurisdiction** (Applicable for Goods and Services):

**3.1 Governing Laws and Jurisdiction:**

- (i) 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.



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- (ii) 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 (Applicable for Goods and Services):**

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



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employed person shall be made in confidence and only so far as necessary for such performance for this contract.

- c) 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.
- d) The obligation of the contractor under sub-clauses above, however, shall not apply to information that:
  - (i) the contractor needs to share with the institution(s) participating in the financing of the contract;
  - (ii) now or hereafter is or enters the public domain through no fault of Contractor;
  - (iii) 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
  - (iv) otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality.
- e) 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.
- f) The provisions of this clause shall survive completion or termination for whatever reason of the contract.

**5. Permits, Approvals and Licenses** (Applicable for Goods and Services):

Whenever the supply of Goods and incidental Works/ 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** (Applicable for Goods):

- (i) 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, as the case may be, interim consignee. The Contractor shall alone be entitled and responsible for making claims against any carrier in respect of



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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.

- (ii) 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** (Applicable for Service):

- (i) 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.

- (ii) **Conditions for Extension of Delivery Period:** When the period of delivery is extended due to unexcused delay by the contractor, the amendment extending the delivery period shall, inter alia, be subject to the following conditions:

- a. **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.

- b. **Denial Clause:**

- (i) 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

- (ii) 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.

- (iii) 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 pr clause or foreign exchange rate variation or any other variation clause which takes place after the expiry of the original delivery date.

- (iii) **Liquidated damages**

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

If the contractor fails to deliver any or all of the Goods or fails to perform the incidental Works/ Services within the time frame(s) incorporated in the contract, MDL shall, without prejudice to other rights and remedies available to MDL under the contract, deduct from the contract price, as agreed liquidated damages, but not as a penalty, a sum equivalent to the 0.5 % percent (excluding taxes) of the delivered price of the delayed Goods and/ or incidental Works/ Services for each week of delay or part thereof until actual delivery or



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performance, subject to a maximum deduction of the 5% of the delayed Goods' or incidental Works/ Services' contract price(s).

Besides liquidated damages during such a delay, the denial clause shall also apply. Any failure or delay by any sub-contractor, though their employment may have been sanctioned shall not be admitted as a ground for any extension of time or for exempting the contractor from liability for any such loss or damage as aforesaid.

8. **Defaults, Breaches & Termination of Contract** (Applicable for Goods and Services):

(i) 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 could 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 being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
- (iii) **Liquidation:** if the contractor is a company being wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager.

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.



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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 contracted within one year from the breach 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. It shall not be necessary for MDL to notify the contractor of such procurement. It shall, however, be at the discretion of MDL to collect or not the security deposit from the firm/ firms on whom the contract is placed at the risk and cost of the defaulted firm.

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 proceedings in a court of law for the transgression of the law, tort, and loss, not addressable by the above means.

9. **Closure of Contract** (Applicable for Goods and Services):

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

10. **Communication and language for documentation** (Applicable for Goods and Services)

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

11. **Preservation and maintenance:** (Applicable for Goods)

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.



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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.** (Applicable for Goods)

**For Indigenous Bidder.** 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.

**For Foreign Bidder:** For overseas bidder, 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 (Applicable for Goods):** 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** (Applicable for Goods and Services)

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

15. **Purchaser's property.** (Applicable for Goods and Services)

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

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

16. **REJECTION OF MATERIALS (Applicable for Goods)**

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:** (Applicable for Goods and Services)

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



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shall be deducted from any sum then due or thereafter may become due to the Bidder / Supplier / Contractor under the contract or any other contract with the Purchaser.

18. **Indemnification** (Applicable for Goods and Services):

The Bidder / Supplier / Contractor, his employees, licences, agents or Sub-Supplier / Sub-contractor, while on site of the Purchaser for the purpose of this contract, indemnifies the Purchaser against direct damage and/or injury to the property and/or the person of the Purchaser or that of Purchaser's employees, agents, 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:** (Applicable for Goods and Services)

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

20. **Subcontract and right of purchaser** (Applicable for Goods and Services)

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

21. **Patent rights** (Applicable for Goods and Services)

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

22. **Agents/Agency Commission** :(Applicable for Goods and Services)

The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor/stockiest of original manufacturer of the goods referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommended to the Buyer or any of its functionaries, whether officially or unofficially , to the award of the Contract / Purchase order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation.

The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward , fees, commission or consideration to such person, party, firm or institution , whether before or after the signing of this Contract / Purchase order, the Seller will be liable to refund that amount to the Buyer.

The seller will also be debarred from participation in any RFQ/Tender for new projects/program with Buyer for a minimum period of five years.

The buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the buyer in terms of the Contract along with



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interest at the rate of 2% per annum or 6% whichever is higher above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and base rate of SBI plus 2% (for Indian Vendors).

The Buyer will also have the right to recover any such amount from any contracts concluded earlier with Buyer.

23. **Use of undue influence / corrupt practices** : (Applicable for Goods and Services) The Bidder / Supplier / Contractor undertakes that he has not used corrupt practices or used any undue influence which is not admissible as per Indian law to obtain contract/order or in doing any business with the purchaser. If found that Bidder / Supplier / Contractor is involved in such wrong practices, then Purchaser is entitled to cancel the contract/s and all or any other contracts and then to recover from the Bidder / Supplier / Contractor the amounts of any loss arising from such contracts' cancellation, including but not limited to imposition of penal damages, forfeiture of Performance security, encashment of the Bank Guarantee and refund of the amounts paid by the Purchaser.
24. **Immunity of Government of India clause**: (Applicable for Goods and Services) It is expressly understood and agreed by and between M/s. (Bidder / Supplier / Contractor) and Mazagon Dock Shipbuilders Limited, Dockyard Road, Mumbai - 400 010 (MDL) is entering into this Agreement solely on its own behalf and not on the behalf of any person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that MDL is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable of Laws of India and general principles of Contract Law. The (Bidder / Supplier / Contractor) expressly agrees, acknowledges and understands that MDL is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions and commissions, breaches or other wrongs arising out of the contract. Accordingly, (Bidder / Supplier / Contractor) hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue Government of India in any manner, claim, cause of action or thing whatsoever arising of or under this Agreement.
25. **Export licence** (Applicable for Goods and Services): 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**. (Applicable for Goods and Services) The Bidder / Supplier / Contractor declares that they being Proprietors / Directors / Partners have not been any time individually or collectively blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs. If a bidder's entities as stated above have been blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualifying him.
27. **Duty of personnel of supplier/contractor** (Applicable for Goods and Services)



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

**28. Dispute resolution mechanism and arbitration** (Applicable for Goods and Services)

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

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

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

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

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

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

**(b) Arbitration** (Applicable for Goods and Services)

Unresolved disputes/differences, if any, shall then be settled by arbitration. The Arbitration proceedings shall be conducted at Mumbai, India, in English Language, under the Arbitration and Conciliation Act, 1996.

MDL prefers to have arbitration through Institutes such as Indian Council of Arbitration (ICA)/ICA-DR, with the mutual consent of the parties.

In case of unresolved difference/dispute between the Purchaser and Supplier, being Central Public Sector Enterprises/Central Govt. departments, the disputes shall be resolved firstly through mutual discussion or through the empowered agencies of the Govt. or through arbitration by reference by either party to the department of Public Enterprises, as per extant guidelines. If disputes/differences remain unresolved/unexecuted, the same shall be referred first to the Cabinet Secretariat and then, if necessary to the PMO.

Any changes to arbitration clause must be vetted by HOD (Legal) before incorporation in contract/PO.

**29. Jurisdiction of courts** (Applicable for Goods and Services)

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

**30. Contract labour (regulation and abolition) act 1970** (Applicable for Services)

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



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produced as and when demanded by the concerned authorities of Purchaser.

The Contractor / Bidder shall carryout his obligations and duties under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules framed there under.

In the event any employee/s of Contractor / Bidder is advised by the concerned Department to deploy their employees for job during weekly-off, Sundays and holidays, the Contractor / Bidder must inform through Concerned Department the name/s of the employee/s in the prescribed format to CISF / Security and to the concerned Divisional Personnel by mentioning specifically 'Compensatory - Off', before 3 days from the date actual payment.

31. **Minimum wages act** (Applicable for Services)

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

The Contractor / Bidder must settle all the pending dues of the employees i.e. arrears of wages, proportionate leave wages, proportionate bonus payment, etc.

Before winding up the site, the Contractor / Bidder shall pay all terminal dues to his employees such as Notice pay, Gratuity, Retrenchment compensation, etc.

32. **Bonus Act** (Applicable for Services)

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

33. **Factories Act** (Applicable for Services)

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

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

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

34. **Employees' Provident Funds and Miscellaneous Provisions Act, 1952** (Applicable for Services)

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

- i. under the Employees' Provident Funds and Miscellaneous Act, 1952,
- ii. under the Family Pension Scheme, and
- iii. under the Employees' Deposit Linked Insurance Scheme and pay the contributions both in respect of his employees and his own. He shall submit all the necessary returns and other particulars periodically as prescribed under the said Act. Contractor / Bidder shall cover from the first day working all his contract labour on MDL jobs by filling requisite returns to concerned Statutory authorities and obtaining Code Numbers / Account Numbers. Contractor / Bidder shall remit employees' and employers' contributions directly to the concerned authorities along with Inspection and Administrative Charges as per relevant provisions of the concerned Acts and Schemes made there under within 15 days from the close of every month. The Contractor / Bidder must submit copies of P. F. dues payment challans, copy of Form No. 12 (A), copy of form No. 6 (A) (Annually) and copies of Muster Roll of their workmen every month to Corporate Personnel Department before renewal of passes for entry into the yard. The



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Contractor / Bidder must also attend to P. F. Inspections by concerned authorities and submit copy of the Inspection Report.

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

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

**35. Employees' State Insurance Act** (Applicable for Services)

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

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

**36. Safety:**(Applicable for Goods & Services)

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.



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**37. Police verification of employees** (Applicable for Services)

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

**38. Force Majeure.** (Applicable for Goods and Services)

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

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

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

**39. Code of Integrity in Public Procurement**

Procuring authorities (including indenter) as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

**39.1 Corrupt practice**

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

**39.2 Fraudulent practice**



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

**39.3 Anti-competitive practice**

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

**39.4 Coercive practice**

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

**39.5 Conflict of interest**

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

**39.6 Obstructive practice**

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



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**Annexure-I**

**GCC (GENERAL CONDITIONS OF CONTRACT) ACCEPTANCE FORMAT:**

General Conditions of Contract (GCC) for Goods and Services

To,  
MAZAGON DOCK SHIPBUILDERS LIMITED  
OUTSOURCING DEPARTMENT.

| GCC<br>CLAUSE No. | BIDDER'S<br>REMARK | GCC<br>CLAUSE No. | BIDDER'S<br>REMARK |
|-------------------|--------------------|-------------------|--------------------|
|                   | ACC. / DEV.        |                   | ACC. / DEV.        |
| 1                 |                    | 2                 |                    |
| 3                 |                    | 4                 |                    |
| 5                 |                    | 6                 |                    |
| 7                 |                    | 8                 |                    |
| 9                 |                    | 10                |                    |
| 11                |                    | 12                |                    |
| 13                |                    | 14                |                    |
| 15                |                    | 16                |                    |
| 17                |                    | 18                |                    |
| 19                |                    | 20                |                    |
| 21                |                    | 22                |                    |
| 23                |                    | 24                |                    |
| 25                |                    | 26                |                    |
| 27                |                    | 28                |                    |
| 29                |                    | 30                |                    |
| 31                |                    | 32                |                    |
| 33                |                    | 34                |                    |
| 35                |                    | 36                |                    |
| 37                |                    | 38                |                    |
| 39                |                    |                   |                    |

COMPANY'S NAME & ADDRESS:

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

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

**NOTE:**

Bidder should carefully read the Terms & Conditions of the General Conditions of Contract (GCC) prior to filling up this acceptance format. This format should be properly filled, signed and bidder shall upload the scanned copy of the same online. Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table. 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. Clause numbers shown in the above format also includes the sub-clauses under these clauses

**Annexure-J**



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**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



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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. Bidder must clearly mention the applicable Taxes & Duties. The item-wise rates (i.e. Basic+P&F+F&I) quoted in the Rate Sheet should exclude Taxes & Duties. Bidder should indicate GST rates as applicable separately under each of the head in the same Rate sheet, which will be paid extra based on tax invoice to the extent applicable. The GST will be applicable on total basic rate of each item (i.e. Basic + P&F + F&I).



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**Format for Compliance Certificate w.r.t. Land Border Clause (Annexure-L)**

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

This declaration must form part of all tenders & it contains general information and serves as a declaration form for all bidder. (Before completing this declaration, bidder must study the General Conditions, Definitions, Govt Directives applicable in respect of Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 and OM No F.7/10/2021/-PPD(1) dated 23.02.2023 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017& prescribed tender conditions).

**DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM**

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

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

2) I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 and OM No F.7/10/2021/-PPD(1) dated 23.02.2023 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order

3) I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that our Firm M/s..... is not from such a country and does not have any specified Transfer of Technology (TOT) from such a country or, if from such a country or if having specified TOT from such a country has been registered with the Competent Authority.

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

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

**AUTHORISED SIGNATURE:** \_\_\_\_\_

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

**Seal / Stamp of Bidder**



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**Performance Security (PS) Bank Guarantee Format [Annexure-M](#)**

(ILLUSTRATIVE FORMAT)

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

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

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

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



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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")



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**Annexure-N**

**PROFORMA OF UNCONDITIONAL AND IRREVOCABLE INSURANCE SURETY  
BOND FOR PERFORMANCE SECURITY**  
(ILLUSTRATIVE FORMAT)

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

1. IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Purchaser" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers ..... a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at .....(hereinafter called " the Contractor/ Supplier" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for the supply , delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order and the Purchaser having agreed with the Contractor/Supplier to accept an unconditional and irrevocable Insurance Surety Bond in lieu of Performance Security payable under the said order for the fulfillment and performance of the said order, We, ..... Surety Insurer having office at ..... (hereinafter referred to as "the Surety" 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, .....the Surety 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 surety may be entitled to.
3. We, ..... the Surety further agree that the amount demanded by the Purchaser as such shall be final and binding on the Surety as to the Surety's liability to pay and the amount demanded and the Surety 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 Bond being absolute and unconditional.
4. We, ..... the Surety 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



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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, ..... the Surety further undertake not to revoke this Bond during its currency except with the previous consent of the Purchaser in writing.

6. We, ..... the Surety also agree that the Surety's liability under this Bond 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 Bond shall not exceed Rs.....
- (ii) This Surety Bond shall be valid upto and including .....; and
- (iii) We are liable to pay the Bond amount or any part thereof under this Surety Bond only and only if you serve upon us a written claim or demand on or before .....(validity + 4 weeks from the date of expiry of this Bond).

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

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

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



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**PROFORMA UNCONDITIONAL AND IRREVOCABLE INSURANCE SURETY  
BOND FOR FREE ISSUE MATERIAL**

(ILLUSTRATIVE FORMAT)

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

1. IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the 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 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") which, inter alia, provides for the issuance of materials such as MS/AL Sheets, Steel, Component etc free of cost to the Contractor/ Supplier for Galvanising, heat treatment, Fabrication, Fitment etc. on returnable basis subject to furnishing an unconditional and irrevocable Insurance Surety Bond equivalent to the value of materials supplied by the Contractor / Supplier to the Company, We, ..... Surety Insurer having office at ..... (hereinafter referred to as "the Surety" 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 Contractor / Supplier of any of the terms and conditions of the said order.

2. We, ..... the Surety 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 Company 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, ..... the Surety further agree that the amount demanded by the Company as such shall be final and binding on the Surety as to the Surety's liability to pay and the amount demanded and the Surety undertake to pay the Company 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 Bond being absolute and unconditional.

4. We, ..... the Surety further agree with the Company 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



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time of performance by the Company from time to time or to postpone for any time to time any of the powers exercisable by the Company 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 Company or any indulgence by the Company 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, ..... the Surety further undertake not to revoke this Bond during its currency except with the previous consent of the Purchaser in writing.

6. We, ..... the Surety also agree that the Surety's liability under this Surety shall not be affected by any change in the constitution of the Contractor / Supplier.

7. Notwithstanding anything contained herein above:

- (i) Our liability under this Bond shall not exceed Rs.....
- (ii) This Surety Bond shall be valid upto and including .....; and
- (iii) We are liable to pay the Bond amount or any part thereof under this Surety Bond 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 Bond).

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

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

For ..... the Surety

(by its constituted attorney)

(Signature of a person authorised to sign on behalf of 'the Surety')



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**PROFORMA BANK GUARANTEE FOR FREE ISSUE MATERIAL**

(ILLUSTRATIVE FORMAT)

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

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (herein after 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 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") which, inter alia, provides for the issuance of materials such as MS/AL Sheets, Steel, Component etc free of cost to the Contractor/ Supplier for Galvanising, heat treatment, Fabrication, Fitment etc. on returnable basis subject to furnishing a Bank Guarantee equivalent to the value of materials supplied by the Contractor / Supplier to the Company, 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 nonfulfilment 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 Company 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 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 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 Company 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



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said order/or to extend time of performance by the Company from time to time or to postpone for any time to time any of the powers exercisable by the Company 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 Company or any indulgence by the Company 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.

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)

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



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**Official Secret Act 1923 (ILLUSTRATIVE FORMAT)**

**Annexure -P**

**SECTION 2(B) : "PROHIBITED PLACE"**

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

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

**SECTION 3 : "PENALTIES FOR SPYING"**

If any per unlawfully -

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

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

**SECTION 4 : "COMMUNICATION WITH FOREIGN AGENTS"**

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

**SECTION 5 : "WRONGFUL COMMUNICATION OF INFORMATION"**

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

- a) Willfully communicates to any person, other than a person, who is authorised to communicate it.
- b) Used the information in his possession for the benefit of any foreign power.
- c) Retain in his possession when he has no power to retain it
- d) Fails to take reasonable care of it.

Shall be guilty of an offence under this Act.

**SECTION 6 : "UNAUTHORISED USE OF UNIFORMS"**

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

**SECTION 7 : "INTERFERING WITH OFFICERS OF POLICE"**

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

**SECTION 8 : "DUTY OF GIVING INFORMATION"**

It shall be duty of every person to give on demand to a superintendent of Police or any other Police Officer not below the rank of Inspector, any information in his power relating to an offence under this Act.

If any person fails to give such information, shall be punishable with imprisonment to 3 years or fine or with both.

**SECTION 9 : "INCITEMENT"**

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

**SECTION 10 : "PENALTY FOR HARBOURING SPIES"**

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

**SECTION 11 : "SEARCH WARRANTS"**

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

**Annexure-G**

**Non-Disclosure Agreement Format**

THIS NON DISCLOSURE Agreement made at Mumbai, India on this \_\_\_\_\_ day of \_\_\_\_\_ 2014 between Mazagon Dock Shipbuilders Limited a company registered under the Companies Act, 1956 and having its registered office at Dockyard Road, Mumbai-400 010



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(hereinafter referred to as “MDL”) and \_\_\_\_\_ a company registered under the Companies Act, 1956 and having its registered office at \_\_\_\_\_ (hereinafter referred to as “\_\_\_\_\_”).

MDL and \_\_\_\_\_ shall hereinafter be collectively referred to as “the Parties” and individually as “a Party”.

**WHEREAS**

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

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

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

NOW THEREFORE the Parties agree as follows:

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

For the purposes of this Agreement, the term “Receiving Party” shall mean and include its officers, employees, directors, agents, contractors, representatives, affiliated companies, successors and assigns.

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

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

4. The Receiving Party hereby covenants that the Confidential Information received from the Disclosing Party shall:



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- (a) Be safely kept by the Receiving Party; the Receiving Party shall protect the Confidential Information with the same degree of care as the Receiving Party uses with its own confidential information in order to prevent its disclosure, copy and / or its use (but in no event less than reasonable care) for purposes other than the Proposal.
- (b) Be only disclosed to, and used by, those employees or directors who have a need to know.
- (c) Not be disclosed to a third party except those with a need to know provided they receive such information subject to the same restrictions as are contained in this Agreement.
- (d) Be used by the Receiving Party directly or indirectly, solely for the purpose of considering, evaluating and effecting the tender/bid/contract.
5. The Receiving Party shall promptly upon requests by the Disclosing Party at any time return all copies of the Confidential Information communicated to it hereunder together with all copies and extracts made thereof and shall not retain any copies of the same, in any form whatsoever.
6. The Receiving Party shall have no obligations or restrictions with respect to:
- (a) Information publicly known through no wrongful act of the Receiving Party.
- (b) Information rightfully disclosed by a third party without breach of this Agreement by the Receiving Party and which can be communicated without restriction.
- (c) Information which was already known or which was independently developed by the Receiving Party (provided that the Receiving Party can demonstrate the same).
- (d) Information, the disclosure of which the Disclosing Party authorizes in writing.
7. Nothing in this Agreement shall be construed as granting to the Receiving Party any patent, copyright or design license, or rights of use under similar intellectual property rights in respect of the Confidential Information.
8. The Receiving Party shall not without prior written consent of the Disclosing Party:
- (a) Disclose to any person, directly or indirectly:
- i) The fact that the Confidential Information has been made available to the Receiving Party by the Disclosing Party or that the Receiving Party has inspected any portion of the Confidential Information; or
- ii) The fact that any discussion or negotiation is taking place concerning the Proposal; or
- iii) Any of the terms, conditions or other facts with respect to the Proposal, including the status thereof; or
- (b) Make any private or public announcement or statement concerning or relating to the Proposal.
9. The Disclosing Party represents and warrants that save as otherwise notified in writing to the Receiving Party:
- a) Disclosure of information by it to the Receiving Party does not infringe the rights of any third party nor is it under any restriction with regard to the disclosure of any information, and that where applicable, it has obtained all licenses and consents necessary to enable the lawful disclosure of information by it to the Recipient; and
- b) It is not aware of any restriction on the use of such information by the Receiving Party, save as provided in this Agreement.
- c) To the effect that the foregoing representations and warranties shall be deemed to be given at the date of this Agreement and after that date upon and in respect of each disclosure.
- The Disclosing Party makes no warranty or representation whatsoever as to the accuracy, completeness, suitability or adequacy of any information or as to the results obtained from it and assumes no responsibility in respect of the use of the information by the Receiving Party.



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

11. For the purposes of this Agreement 'Classified Information' shall mean information, documents and material of any kind which the respective Government i.e. Indian Government has given or caused to be given a security classification irrespective of whether the same is transmitted orally, electronically, in writing or by hand. Notwithstanding any other provision of this Agreement:

a) Each Party hereto undertakes to follow security procedures prescribed for military purposes with respect to disclosure, receipt, production, use and handling of Classified Information.

b) Any Classified Information, disclosed by one Party hereto shall be, whatever the method of disclosure be, identified by the Disclosing Party as Classified Information at the time of disclosure.

c) The provisions of this Clause are to remain in full force and effect notwithstanding any termination by expiration or otherwise of this Agreement.

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

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

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

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

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

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



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

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

To MDL

To \_\_\_\_\_

Address:

Address:

Phone No.:

Phone No.:

Fax:

Fax No. :

E-mail:

E-mail:

Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, 4 (four) days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number).

IN WITNESS WHEREOF, this Agreement is executed by authorized representatives of both the Parties in two (2) originals.

Signed by the within named  
named  
MDL

Signed by the within

\_\_\_\_\_  
  
In the presence of

\_\_\_\_\_  
  
In the presence of

**Note:** The above Agreement is to be drawn up by the contractor on non-judicial stamped paper of value Rs.100/-, if executed in Maharashtra. However, for other places stamp duty is to be levied as per Stamp Act of respective States.



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[Annexure – Q](#)

**DECLARATION BY BIDDER REGARDING CONFLICT OF INTEREST AMONG BIDDERS**

Tender No.: .....

Dated: .....

- i. I have read the relevant tender clause for. "CONFLICT OF INTEREST AMONG BIDDERS"; I certify that our Firm M/s.....is not having any conflict of interest with any bidder/agent participating in this bidding process.

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

COMPANY'S NAME & ADDRESS:

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SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL: