Published tender

बिड संख्या/Bid Number: GEM/2025/B/6508988
दिनांक /Dated: 13-08-2025

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	26-08-2025 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	26-08-2025 14:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Defence
विभाग का नाम/Department Name	Department Of Defence Production
संगठन का नाम/Organisation Name	Mazagon Dock Shipbuilders Limited
कार्यालय का नाम/Office Name	**********
कुल मात्रा/Total Quantity	10
वस्तु श्रेणी /Item Category	B & D Spares for AC Plant - P17A
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Magnetic bearing compressor
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Screw Compressor, Compressor oils, Magnetic Stand, magnetic stirrers, Magnetic Compass, Dry Erase Writing Boards (V3), Dental Air Compressor, Piston Ring Compressor, CNG Compressor (HPCL), Cloth Dryer Stand
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Screw Compressor
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/**Do you want to show documents uploaded by bidders to all bidders participated in bid?**	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / **Minimum number of bids required to disable automatic bid extension**	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / **Number of days for which Bid would be auto-extended**	7
बिड से रिवर्स नीलामी सक्रिय किया/**Bid to RA enabled**	No
क्रेता के लिए उपलब्ध आईटीसी/**ITC available to buyer**	Yes
बिड का प्रकार/**Type of Bid**	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /**Time allowed for Technical Clarifications during technical evaluation**	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/**Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)**	No
Payment Timelines	Payments shall be made to the Seller within **15** days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/**Evaluation Method**	Total value wise evaluation
मध्यस्थता खंड/**Arbitration Clause**	No
सुलह खंड/**Mediation Clause**	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	21

(a).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance securityshould be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

Mazagon Dock Shipbuilding Limited
Mumbai, Department of Defence Production, Mazagon Dock Shipbuilders Limited, Ministry of Defence (Mazagon Dock Shipbuilders Limited)

विभाजन/Splitting

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	No

एमएसई के लिए सक्षम प्राधिकारी का विवरण:/Details of the Competent Authority for MSE

सक्षम प्राधिकारी का नाम/Name of Competent Authority	S C Mandal
सक्षम प्राधिकारी का पदनाम/Designation of Competent Authority	GM/HOD
सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority	C-NP
सीए अनुमोदन संख्या/CA Approval Number	MDL/P17A_COMM/DRAFT TENDER/2025/73
सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date	13-08-2025
सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण//Brief Description of the Approval Granted by Competent Authority	ompetent authority has accorded approval form publishing this custom bid tender in single tender in single bid vide approval no-MDL/P17A_COMM/DRAFT TENDER/2025/73. This is procurement of spares from OEM and hence, purchase preference is not applicable.

Competent Authority Approval for not opting Micro and Small Enterprises Preference : View Document

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No

एमआईआई के लिए सक्षम प्राधिकारी का विवरण:/Details of the Competent Authority for MII

सक्षम प्राधिकारी का नाम/Name of Competent Authority	S C Mandal
सक्षम प्राधिकारी का पदनाम/Designation of Competent Authority	GM/HOD
सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority	C-NP
सीए अनुमोदन संख्या/CA Approval Number	MDL/P17A_COMM/DRAFT TENDER/2025/73

सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date	13-08-2025
सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण/Brief Description of the Approval Granted by Competent Authority	Competent authority has accorded approval form publishing this custom bid tender in single tender in single bid vide approval no-MDL/P17A_COMM/DRAFT TENDER/2025/73. This is procurement of spares from OEM and hence, MII purchase preference not applicable.

Competent Authority Approval for not opting Make In India Preference : View Document

1. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

B & D Spares For AC Plant - P17A (10 set)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download

इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	NA

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	**********	**********Mumbai	10	210

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

ADDITIONAL TERMS AND CONDITIONS (ATC)

-

Item: Supply of B & D spares of AC Plant for MDL P17A ships

-

Note: This tender is for procurement of B & D spares from OEM of AC Plant of MDL P17A. Hence bic s received from **any bidder who has not received MDL email intimation for bid submissior against this tender (i.e. bidders other than OEM of AC plants for MDL P17A ships) will n t be considered for bid evaluation and such bids shall be categorically rejected.**

1) **Technical requirement:** B & D spares of AC Plant (MDL P17A ships)as per part num ber/technical details provided in the tender. B&D spares will be procured from OEM of A C Plant (MDL P17A ships) through single tender in single bid.Hence, bids received from any bidder who has not received MDL email intimation for bid submission against this t ender (i.e. bidders other than OEM of B & D spares of AC Plant (MDL P17A ships)will no t be considered for bid evaluation and such bids shall be categorically rejected.

   Item Description: Set of Magnetic bearing compressors

   OEM Item Code: IT26149

   Magnetic bearing compressor shall not have any additional preservation requirement.

2) **Delivery schedule**: 07 Months from date of PO placement.

3) **Pricing:**

   a. Prices of all items shall be quoted for delivery of the items/services to the followin g destination including Charges towards inland transportation, insurance, and oth er local costs incidental to the delivery of the Goods/Services.

Items	Delivery Address
B&D spares for Autopl otter system for 4 shi ps of MDL P17A	The Material Superintendent Controller of Warehousing, Material Organization, Kancharapalem- Visakhapatna m- 530008.

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

4) **Part supply, part payment**: Part supply, part payment is not applicable for this tend er. i.e. Supplier needs to deliver all 10 magnetic bearing compressor in single lot as per r equirement mentioned in the tender.

5) **Consignee**:

   (a) The Consignee details for Base & Depot spares shall be Material Superintendent, M aterial Organization, Naval Store(CWH), Material Organization, Visakhapatnam.

   (b) The consignment must be delivered by giving at least one-week advance notice to

Material Superintendent, Naval Store(CWH), Material Organization, Visakhapatnam under intimation to MDL clearly indicating weight, dimensions of the consignment etc.

(c) B & D spares to be delivered at following address: The Material Superintendent Co ntroller of Warehousing, Material Organization, Kancharapalem Visakhapatnam- 53 0008. Note:-In order to avoid inconvenience during the delivery of material, it is ad visable for supplier to depute their representative in their own interest to coordinat e the activities between the transporter and stores.

(d) The consignment must be delivered by giving at least 45 days' advance notice to Material Superintendent, Visakhapatnam, under intimation to MDL clearly indicatin g weight, dimensions of the consignment etc. The following Documents should be s ent along with the consignment of B&D Spares as applicable:

(i) Copy of MDL Purchase Order & subsequent amendments issued to it, if any.

(ii) Copy of Invoice,

(iii) Inspection Release Note (IRN) issued by nominated inspection officer.

(iv) Delivery Challans clearly indicating MDL Purchase Order No, Inspection Note Details and Packing List co-relating the items in the inspection report, Copy of Warranty Certificate, Preservation Certificate etc. as relevant.

Note: All above documents should be forwarded to MDL, Mumbai also.

6) **Earnest** Money Deposit(EMD): Being single tender, EMD not applicable for this tender.

7) **Liquidated damages (LD)**: LD for delay in delivery of material shall be applicable as per GeM terms and conditions.

8) **Performance Security**: Performance security is required as mentioned in tender. Bid ders shall ensure that the validity of performance security is there as per Guarantee/Wa rranty requirement plus two months. In case any delay in delivery, vendor shall extend t he validity of performance security suitably. Further, in case of warrantee extension, PS to be extended accordingly within the quoted extension charges.

9) **Guarantee/Warranty Requirement**: Guarantee/warranty period shall be 12 Months f rom date of supply of material.

Warrantee extension charges: Bidders to note that, in case MDL desire/required to extend s the warrantee period, then supplier has to extend the warrantee period for these items as per MDL requirement for additional 36 months on pro-rata basis.

Bidder in their offer has to indicate warrantee extension charges in terms of percentage of quoted price for additional 36 months on per annum basis. However, payment for warra ntee extension shall be based on actual utilisation by MDL and on pro-rata basis.

Supplier should not claim any warrantee extension charges if MDL has not availed/utilise d warrantee extension provision.

10) **INSPECTION:** Inspection agency shall be CQAE. Inspection of the item shall be carried out as per latest available approved drawing & latest available approved QAP as applica ble to P17A 650 KW AC plant with accessories (PO No-3250000628, 3250000629, 32500 00630 & 3250000631 dtd 22/10/2019).

Other general conditions related to inspection of material are as under:

(a) The decision of the Inspecting Authority or their representatives, as the case may b e, on any question of the intent, meaning and the scope of Specifications / Standar

ds shall be final, conclusive and binding on the Bidder/ Supplier / Contractor.

(b) Receipt Inspection: Material Organization, Visakhapatnam shall carry out necessary inspection of the items on receipt in the MO. Any objection raised by inspection tea m against quality of material or workmanship shall be satisfactorily corrected by th e supplier at his expenses including replacement as may be required within shorte st possible time within 30 days. Items damaged during transit shall also be rectifie d or replaced by the supplier within shortest possible time.

(c) Rejection of the material: Any portion of the equipment found defective/rejected, the supplier shall collect the same at his cost from the MDL Yard, all incidental char ges being born by supplier, (inclusive of custom duty, if payable), within 30 days fr om the date of intimation to the supplier of such rejection. The MDL reserves the ri ghts to dispose-off the rejected item at the end of a total period of 90 days in any manner, to the best advantage to the MDL & recover storage charges & any conse quential damages, from sale proceeds of such disposal.

11) Issuance of e-Invoice by Vendor:

i) Vendors, whose aggregate turnover in any preceding financial year from 2017-18 on wards, exceeds Rs. 10 Crores, as per GST Act, will have to issue an e-Invoice with a QR code and invoice registration no (IRN). However, this rule will not apply to Micro with Udyam Registration No. (URN) as their turnover is less than Rs 5Cr.

ii) Whenever GST is applicable, payment will be released against e-Invoice, or Invoice a ccompanied with vendor's self-declaration that" we do not fall under the category of registered persons notified under Rule 48(4) of the central GST Rule 2017 and we ar e not required to comply with e-invoicing provisions under GST Act, as our aggregat e turnover in any preceding financial year from 2017-18 onward has not exceeded R s10 Cr as per GST Act".

12) <u>Integrity Pact (IP):</u> The Integrity pact essentially envisages the agreement between prospective ven dors / bidders & buyers committing the person/officials of both the parties not to exercise any corrupt i nfluence on any aspects of the contract. Only those vendors/bidders who enter into such an integrity p act with the buyer would be competent to participate in the bid. The format of integrity Pact is available on MDL's website; details are at enclosure. IP shall be submitted on plain paper.

The 'Integrity pact' dully filled as per enclosed format to be submitted along with the offer. Bidders to en sure that each page of Integrity pact shall be duly signed by the bidder**. Non-submission of Integrity Pact by the bidders duly signed on each page along with Part-I bid is under liable for rejectio n.** Bidders shall send original IP immediately to MDL post submission of bid.

Independent External Monitors (IEM): The following Independent External Monitors (IEMs) will have the power to access the entire project document and examine any complaints received by him. In case o f any change in IEMs it will be informed accordingly.
For any administrative enquires and clarification on tender, bidders shall contact Commercial Dealing Ex ecutive. In case of issues related to Integrity Pact (IP) please contact Independent External Monitor (IEM) whose details are as below:

a) Mr M N Krishnamurty, IPS(Retd)
b) Mr Deepak Kashyap, IRTS(Retd)

13) Indemnification: The Bidder / Supplier / Contractor, his employees, licensees, agents o r Sub-Supplier / Subcontractor, while on site of the Purchaser for the purpose of this cont ract, 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-Contractor s / Suppliers occurring and to the extent caused by the negligence of the Bidder / Suppli er / Contractor, his employees, licensees, agents or Subcontractor 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.

14) **Right to Reject any or all Bids**: MDL reserves its right to accept or reject any or all Bi ds, abandon/ cancel the Tender process, and issue another tender for the same or simil ar Goods/Services at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidde rs of the grounds for such action(s).

15) **Purchaser's Property**: All property (such as materials, drawings, documents etc) issu ed by the Purchaser or any other individual or firm on behalf of the Purchaser in connect ion with the contract shall remain confidential, being the property of the Purchaser and t he 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 whatev er causes and shall reimburse the Purchaser the full amount of loss and damage.

16) **Other terms & conditions**:

i) Offer of the bidders who are debarred by MDL or issued tender holiday by MDL shall be rejected.

ii) B&D spares will be procured from OEM ofAC Plant (MDL P17A ships) through single t ender in single bid. Hence, bids received from any bidder who has not received MDL email intimation for bid submission against this tender (i.e. bidders other than OEM of AC Plant (MDL P17A ships) will not be considered for bid evaluation and such bids shall be categorically rejected.

iii) As this tender is spare parts from OEM, MII Order 2017 purchase preference is not a pplicable.

iv) Right to reject: MDL reserves its right to accept or reject any or all bids, abandon /ca ncel the tender process, and issue another tender for the same or similar Goods/Ser vices at any time before the award of the contract. It would have no liability to the a ffected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders o f the grounds for such action(s).

17) **Contact details**:

In case of any clarifications regarding specification, bidders are requested to contact the following person, before the closing date of the tender.

Department	Name of Executives	Contact No	Email
Technical	C. G. K. Rao, DGM/P E (D-P17A)	022 2376	gkrao@mazdock.com
	Mr. Rohan Patil M(SB-D-P17A)	022 2376	rdpatil@mazdock.com
Commercial	Mr. Satish Chandra DGM/PE(C-P17A)	022 2376 2747	schandra@mazdock.com
	Mr. Abhishek V Desh pande CM (C-P17A)	022 2376 2 749	avdeshpande@mazdock.co m

Note:

1. Bidder not complying with the tender terms will fall under liable for rejection or as stat ed therein.

2. Firm has to submit the contact details like E-mail address, Name of the person, Phone number for further communications.

Enclosure 01

Declaration of Compliance of Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020, 24 Jul 2020 & 23 Feb'2023 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

This declaration must form part of all tenders & it contains general information and serves as a declaration form for all bidders. (Before completing this declaration, bidders must study the General Conditions, Definitions, Govt Directives applicable in respect of Public Procurement No.1, 2, 3 & 4) dtd 23 Jul 2020, 24 Jul 2020 & 23 Feb'2023 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017& prescribed tender conditions (OM 6/18/2019-PPD dated 23 July 2020 & 24 July 2020 and F.7/10/2021-PPD (1) dated 23/02/2023)

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

I, the undersigned, ... (*full nam es*),

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

of M/s .....(*name of bidde r 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 & 4) dtd 23 Jul 2020, 24 Jul 2020 & 23 Feb'2023 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rule s (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shar es a land border with India and comply to all the provisions of the Order

3) I certify that M/s .....(*n ame of bidder entity*) ***is not from such a country or, is from such a country*** *(strike ou t 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 registratio n by the Competent Authority is attached]

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

AUTHORISED SIGNATURE: _____ **DATE:** _____

Seal / Stamp of Bidder

Enclosure 02

Integrity Pact (IP) Format

Mazagon Dock Shipbuilders Limited (MDL) hereinafter referred to as **"The Principal/Buyer"**

And.....hereinafter referred to as **"The Bidder/ Contractor"**

Preamble

	The Principal/Buyer intends to award, under laid down organizational procedures, contract/s for GEM Tender No. .....; supply of ..... The Principal/Buyer values full compliance with all relevant laws of the land rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and /or Contractor(s). In order to achieve these goals, the Principal/Buyer will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal/Buyer:

(1)	The Principal/Buyer commits itself to take all measures necessary to prevent corruption and to observe the following principles:	
	a)	No employee of the Principal/Buyer, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
	b)	The Principal/Buyer will during the tender process treat all Bidder(s) with equity and reason. The Principal/Buyer will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
	c)	The Principal/Buyer will exclude from the process all known prejudiced persons.
	d)	The Principal/Buyer undertakes to scrupulously follow the tender containing Standard Terms & Conditions (STAC) and General Terms & Conditions (GT&C) in respect of procurement contracts for goods, services and civil works.
(2)	If the Principal/Buyer obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal/Buyer will inform the Chief Vigilance Officer, MDL and in addition can initiate disciplinary actions.	

Section 2 - Commitments of the Bidder(s)/Contractor(s):

(1)	The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.	
	a)	The Bidder(s)/Contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal/Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or any kind whatsoever during the tender process or during the execution of the contract.
	b)	The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
	c)	The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to other, any information or document provided by the Principal/Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

	d)	The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the A gents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nati onality shall furnish the name and address of the foreign principals, if any. All payments made to the Indian Agent/representative have to be in Indian Rupees only. Further details as mentioned in the "Guidelines of Indian Agents of Foreign suppliers" shall be dis closed by the Bidders(s)/Contractor(s). Copy of the "Guidelines on Indian Agents of Forei gn Suppliers" as annexed and marked as Annexure-A.
	e)	The Bidder(s)/Contractor(s) will when presenting his bid, disclose any and all payments h e has made, is committed to or intends to make to agents, brokers or any other intermed iaries in connection with the award of the contract.
	f)	The Bidder (s)/Contractor(s), their agents, representatives shall not do such things so as to interfere with the procedures laid down in the Principal/Buyer's tender containing the S tandard Terms and Conditions (STAC) and General Terms and Conditions (GT&C) in respe ct of procurement contracts for goods, services and civil works.
	g)	The Bidder commits to refrain from giving any complaint directly or through any other m anner without supporting it with full and verifiable facts.
(2)	The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlines above or be an accessory to such offences.	

Section 3 - Disqualification from tender process and exclusion from future contracts:

	If the Bidder(s)/Contractor(s) before contract award or during execution of Contract has committ ed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility as Bidder(s) in question, the Principal/Buyer is entitled to disqualify the Bi dder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed for s uch reason, as per the procedure mentioned in the "Guidelines on Banning of business dealings" Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annexure-B.	
	1)	If the Bidder(s)/Contractor(s) has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into que stion, the Principal/Buyer is entitled also to exclude the Bidder(s)/Contr actor(s) from future contract award processes. The imposition and dur ation of the exclusion will be determined by the severity of the transgre ssion. The severity will be determined by the circumstances of the cas e, in particular the number of transgressions, the position of the transgr essors within the company hierarchy of the Bidder(s) and the amount o f the damage. The exclusion will be imposed for a minimum of <u>six</u> mon ths and maximum of <u>five</u> years, which may be further extended at the discretion of the Principal/Buyer.
	2)	A transgression is considered to have occurred, if the Principal/Buyer af ter due consideration of the available evidence, concludes that no reas onable doubt is possible.
	3)	The Bidder (s) accepts and undertakes to respect and uphold the Princi pal/Buyer's absolute right to resort to and impose such exclusion and f urther accepts and undertakes not to challenge or question such exclus ion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely an d after obtaining legal advice.
	4)	If the Bidder(s)/Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prev ention system, the Principal/Buyer may revoke the exclusion premature ly.

Section 4 - Sanctions for Violation:

(1)	Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other Act enacted for the prevention of corruption shall entitle the Principal/Buyer to take all or any one of the following actions, wherever required –	
	a)	To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder (s) would continue.
	b)	The Earnest Money Deposit/Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the Principal/Buyer, and the Principal/Buyer shall not be required to assign any reason there for.
	c)	To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
	d)	To recover all sums already paid by the Principal/Buyer, in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Base Rate of SBI, and in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from the Buyer in connection with any other contract for any other Defence stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
	e)	To en-cash the advance Bank Guarantee and Performance Bond/Warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Principal/Buyer, along with interest.
	f)	To cancel all or any other contracts with the Bidder.
	g)	To debar the Bidder from entering into any bid from Principal/Buyer for a minimum period of five years, which may be further extended at the discretion of the Principal/Buyer.
	h)	To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
	i)	If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder.
		The term 'close relative' for this purpose would mean spouse whether residing with the Principal/Buyer's employee/employees or not, but not include a spouse separated from the Principal/Buyer's employee/employees by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Principal/Buyer's employee/employees, but does not include a child or step child who is no longer in any way dependent upon the Principal/Buyer's employee/employees or of whose custody the Principal/Buyer's employee/employees has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Principal/Buyer's employee/employees or to the Principal/Buyer's employee/employees wife or husband and wholly dependent upon Principal/Buyer's employee/employees.
	j)	The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal/Buyer, and if he does so, the Principal/Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Principal/Buyer resulting from such rescission and the Principal/Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

	k)	In cases where Irrevocable Letters of Credit have been received in respect of any contrac t signed by the Principal/Buyer with the Bidder, the same shall not be opened.
(2)	The decision of the Principal/Buyer to the effect that a breach of the provisions of this Integrity Pa ct has been committed by the Bidder shall be final and binding on the Bidder, however, the sam e Bidder can approach the Monitor(s) appointed for the purposes of this Pact.	

Section 5 - Previous Transgression:

(1)	The Bidder declares that no previous transgressions occurred in the last three years with any ot her company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
(2)	If the bidder makes incorrect statement on this subject, he can be disqualified from the tender p rocess or further action can be taken.

Section 6 - Equal treatment of all Bidders/Contractor(s)/Subcontractors:

(1)	The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in co nformity with this integrity Pact, and to submit it to the Principal before contract signing.
2)	The Principal/Buyer will enter into agreements with identical conditions as this one with all bidde rs, contractors and subcontractors.
(3)	The Principal/Buyer will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violation Bidder(s)/Contractor(s)/ Subcon tractor(s):

(1)	If the Principal/Buyer obtains knowledge of conduct of a Bidder, Contractor or subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor of subcontractor whi ch constitutes corruption or if the Principal has substantive suspicion in this regard, the Principal/ Buyer will inform the same to the Chief Vigilance Officer, MDL.

Section 8 - Independent External Monitor/Monitors:

(1)	The Principal/Buyer appoints competent and credible independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively whether and to what extent t he parties comply with the obligations under this agreement.
(2)	The Monitor is not subject to instructions by the representatives of the parties and performs his f unctions neutrally and independently. He reports to the Chairman & Managing Director of the Pri ncipal/Buyer.
(3)	The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal/Buyer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, un restricted and unconditional access to his project documentation. The same is applicable to Sub contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
(4)	The Principal/Buyer will provide to the Monitor sufficient information about all meetings among t he parties related to the Project provided such meetings could have an impact on the contractua l relations, between the Principal/Buyer and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5)	As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so info rm the Management of the Principal/Buyer and request the Management to discontinue or take c orrective action, or to take other relevant action. The Monitor can in this regard submit non-bin ding recommendations. Beyond this, the Monitor has no right to demand from the parties that th ey act in a specific manner, refrain from action or tolerate action. However, the Monitor shall giv e an opportunity to the Bidder(s)/Contractor(s) to present its case before making its recommend ation to the Principal/Buyer.
(6)	The Monitor will submit a written report to the Chairman & Managing Director of the Principal wit hin 8 to 10 weeks from the date of reference or intimation to him by the Principal/Buyer and, sho uld the occasion arise, submit proposals for correcting problematic situations.
(7)	Monitor shall be entitle to compensation on the same terms as being extended to / provided to I ndependent Directors on the Board of Principal/Buyer.
(8)	If the Monitor has reported to the Chairman & Managing Director of the Principal, a substantiate d suspicion of an offence under relevant Anti-Corruption Laws of India and the Chairman & Mana ging Director of the Principal/Buyer has not, within the reasonable time taken visible action to pr oceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also tra nsmit this information directly to the Central Vigilance Commissioner, Government of India.
(9)	The word 'Monitor' would include both singular and plural.

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Section 9 - Pact Duration:

	This pact begins when both parties have legally signed it. It expires for the C ontractor **12 months** after the last payment under the contract and for all ot her Bidders **06** months after the contract has been awarded. If any claim is made / lodged during this time, the same shall be binding and continue to be vali d despite the lapse of this pact as specified above unless it is discharged / determined by Chair man & Managing Director of the Principal/Buyer.

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Section 10 - Other provisions:

(1)	This agreement is subject to Indian Law, place of performance and jurisdiction is the Registered Office of the Principal/Buyer, i.e. Mumbai (For MDL). The Arbitration clauses provided in the mai n tender document/ contract shall not be applicable for any issue/dispute arising under this Inte grity pact.
(2)	Changes and supplements as well as termination notices need to be made in writing. Side agree ments have not been made.
(3)	If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
(4)	Should one or several provisions of this agreement turn out to be invalid, the remainder of this a greement remains valid. In this case, the parties will strive to come to an agreement to their ori ginal intentions.

Section 11 - Fall Clause:

"The Bidder undertakes that it has not supplied/is not supplying similar products/ systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Governme nt of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the Bidder to any other Ministry/Department of the Government of India or a PSU at a lower price, then that v ery price, with due allowance of elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Principal/Buyer, if the contract has already been concluded."

For & on behalf of
Mazagon Dockshipbuilders Limited

For & on behalf of
Bidder/Contractor

(Office Seal)

(Office Seal)

Place_____

Date_____

Witness 1:

Witness 2:

(Name & Address)

(Name & Address

_____

_____

Annexure-A

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

1.0	There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender . An agent who is not registered with MDL shall apply for registration.
1.1	An agent shall represent only one Foreign Supplier and not represent two suppliers or quote on t heir behalf in the same tender.
	However, either the Indian Agent on behalf of the Foreign Suppliers (also includes foreign manuf acturers) or the Foreign Suppliers (also includes foreign manufacturers) directly could bid in a te nder, but not both. In cases where an agent participates in a tender on behalf of one manufactu rer, shall not quote on behalf of another manufacturer along with the first Manufacturer in a subs equent/parallel tender for the same item.
1.2	Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Orig inal certificate of the principal confirming the agency agreement and giving the status being enjo yed by the agent and the commission/remuneration/salary/ retainer ship being paid by the princi pal to the agent before the placement of order by MDL.
1.3	Wherever the Indian representatives have communicated on behalf of their principals and the for eign parties have stated that they are not paying any commission to the Indian agents, and the I ndian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY.

2.1	Tenderers of Foreign nationality shall furnish the following details in their offer:	
	2.1.1	The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/represen tative be a foreign Company, it shall be confirmed whether it is real substantial Comp any and details of the same shall be furnished.
	2.1.2	The amount of commission/remuneration included in the quoted price(s) for such age nts/representatives in India.
	2.1.3	Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by MDL in Indian Rupees only.
2.2	Tenderers of Indian Nationality shall furnish the following details in their offers:	

	2.1.1	The name and address of the foreign principals indicating their nationality as well as t heir status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.
	2.2.2	The amount of commission/remuneration included in the price (s) quoted by the Tend erer for himself.
	2.2.3	Confirmation of the foreign principals of the Tenderer that the commission/remunerati on, if any, reserved for the Tenderer in the quoted price (s), may be paid by MDL in In dia in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items .
2.3	In either case, in the event of contract materializing, the terms of payment will provide for paym ent of the commission /remuneration, if any payable to the agents/representatives in India in Indi an Rupees on expiry of 90 days after the discharge of the obligations under the contract.	
2.4	Failure to furnish correct and detailed information as called for in paragraph-2.0 above will rende r the concerned tender liable to rejection or in the event of a contract materializing, the same lia ble to termination by MDL. Besides this there would be a penalty of banning business dealings wi th MDL or damage or payment of a named sum.	

Annexure-B

GUIDELINES ON BANNING OF BUSINESS DEALINGS

CONTENTS

1. Introduction

1.1	Mazagon Dock Shipbuilders Limited (MDL), being a Public Sector Enterprise and 'State', within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. MDL as also to safeguard its commercial interests. MDL deals with Agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of MDL to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on MDL to observe principles of natural justice before banning the business dealings with any Agency.
1.2	Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

2.1	MDL reserves its rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation.
2.2	Similarly, in case of sale of material there is a clause to deal with the Agencies / customers / buyers, who indulge in lifting of material in unauthorized manner.
2.3	However, absence of such a clause does not in any way restrict the right of MDL to take action / decision under these guidelines in appropriate cases.
2.4	The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
2.5	These guidelines apply to all the Divisions/Yards of MDL.
2.6	It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.
2.7	The banning shall be with prospective effect, i.e., future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:

i)	'Bidder / Contractor / Supplier / Purchaser / Customer' shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Bidder / Contractor / Supplier / Purchaser / Customer' in the context of these guidelines is indicated as 'Agency'.	
ii)	'Inter-connected Agency' shall mean two or more companies having any of the following features:	
	a)	If one is a subsidiary of the other.
	b)	If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
	c)	If management is common;
	d)	If one owns or controls the other in any manner;
iii)	'Competent Authority' and 'Appellate Authority' shall mean the following:	
	a)	Functional Director shall be the 'Competent Authority' for the purpose of these guidelines. CMD, MDL shall be the 'Appellate Authority'.
	b)	CMD, MDL shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.

iv)	'Investigating Department' shall mean any Department or Unit investigating into the conduct of t he Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to inve stigate.
v)	'List of approved Agencies – 'Bidder / Contractors / Suppliers / Purchasers / Customers shall mean and include list of approved / registered Agencies - 'Bidder / Contractors / Suppliers / Purchasers / Customers, etc.

4. Initiation of Banning / Suspension

	Action for banning / suspension business dealings with any Agency should be initiated by the depa rtment having business dealings with them after noticing the irregularities or misconduct on their part. Besides the concerned department, Vigilance Department may also be competent to initiate such action.

5. Suspension of Business Dealings

5.1	If the conduct of any Agency dealing with MDL is under investigation by any department, the Com petent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Ag ency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue bus iness dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-conn ected Agencies would also come within the ambit of the order of suspension, the same should be s pecifically stated in the order. The order of suspension would operate for a period not more than si x months and may be communicated to the Agency as also to the Investigating Department. The I nvestigating Department may ensure that their investigation is completed and whole process of fi nal order is over within such period.
5.2	The order of suspension shall be communicated to all Commercial Departmental Heads. During th e period of suspension, no business dealing may be held with the Agency.
5.3	As far as possible, the existing contract(s) with the Agency may continue unless the Competent Au thority, having regard to the circumstances of the case, decides otherwise.
5.4	If the gravity of the misconduct under investigation is very serious and it would not be in the intere st of MDL, as a whole, to deal with such an Agency pending investigation, the Competent Authority may order suspension of business dealing with Agency and send his recommendation to Chief Vigilance Officer (CVO), MDL along with the material available, copy of which may be issued to the Agency concerned with intimation to CVO MDL. Such an order would operate for a period of six mo nths from the date of issue.
5.5	If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed tha t its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
5.6	It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months' time, the Com petent Authority may extend the period of suspension by another three months, during which peri od the investigations must be completed.

6. Ground on which Banning of Business Dealings can be initiated

6.1	If the security consideration, including questions of loyalty of the Agency to the State, so warrant s;
6.2	If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Governme nt or any other public sector enterprises or MDL, during the last five years;
6.3	If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the A gency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders , interpolations, etc;

6.4	If the Agency continuously refuses to return / refund the dues of MDL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitrati on or Court of Law;
6.5	If the Agency employs a public servant dismissed / removed or employs a person convicted for a n offence involving corruption or abetment of such offence;
6.6	If business dealings with the Agency have been banned/blacklisted by Government Agencies/ Sta tutory bodies, DGQA, Defence Shipyards, DPSUs or with whom commercial transactions have be en suspended for sufficient and justifiable reasons.
	If the Agency having same promoters/Directors /Partners as the barred/blacklisted Company as a t 6.6 above for the duration for which the barring/ blacklisting of sister concern persists.
6.7	If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts; If the agency who had fraudulently dealt with the Company for pecuniary gains or had connived with dealing officers for mutual benefit.
6.8	If the Agency uses intimidation / threatening or brings undue outside pressure on the MDL or its official in acceptance / performances of the job under the contract;
6.9	If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with cont ractual stipulations;
6.10	Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by MDL or not;
6.11	Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the MDL or even otherwise;
6.12	Established litigant nature of the Agency to derive undue benefit;
6.13	Continued poor performance of the Agency in several contracts;
6.14	If the Agency misuses the premises or facilities of the MDL, forcefully occupies, tampers or dama ges the Company's properties including land, water resources, forests / trees, etc. If the Agency who knowingly collude to defeat competition with the aim of deriving undeserved p rofit or gain from doing business with MDL. (Note: The examples given above are only illustrative and not exhaustive. The Competent Author ity may decide to ban business dealing for any good and sufficient reason).

7. Banning of Business Dealings

7.1	Decision to ban business dealings with any Agency would apply throughout the Company.	
7.2	There will be a Standing Committee to be appointed by the CMD which may include HOD of resp ective Commercial Section/Capital Works/OTS, HOD (M), rep of Legal Dept. and OIC (SR&R) for pr ocessing the cases of "Banning of Business Dealings". The functions of the committee shall, inter-alia include:	
	i)	To study the report of the Investigating Agency and decide if a prima-facie case for banni ng exists, if not, send back the case to the Competent Authority.
	ii)	To recommend for issue of show-cause notice to the Agency by the concerned departmen t.
	iii)	To examine the reply to show-cause notice and call the Agency for personal hearing, if re quired.
	iv)	To submit final recommendation to the Competent Authority for banning or otherwise.
7.3	If the Competent Authority is prima-facie of view that action for banning business dealings with th e Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 an d an enquiry held accordingly.	

8 Removal from List of Approved Agencies - Suppliers / Contractors, etc.

8.1	If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.
8.2	The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries but LTE may not be given to the Agency concerned.
8.3	Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

9. Show-cause Notice

9.1	In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.	
9.2	If the Agency requests for inspection of any relevant document in possession of MDL, necessary facility for inspection of documents may be provided.	
9.3	The Competent Authority may consider and pass an appropriate speaking order:	
	a)	For exonerating the Agency if the charges are not established;
	b)	For removing the Agency from the list of approved Suppliers / Contactors, etc.
	c)	For banning the business dealing with the Agency.
9.4	If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.	

10. Appeal against the Decision of the Competent Authority

10.1	The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.
10.2	Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

11. Review of the Decision by the Competent Authority

	Any petition / application filed by the Agency concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Appellate Authority upon disclosure of new facts / circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the separate Standing Committee which may be constituted by Appellate Authority for examination and recommendation.

12. Circulation of the names of Agencies with whom Business Dealings have been banned

12.1	Depending upon the gravity of misconduct established, the Competent Authority may direct HOD (Materials)/OIC (SR&R) to circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.
12.2	If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.
12.3	If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, MDL may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter-connected Agencies.

2. **Generic**

   OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 50% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity ÷ Original quantity) × Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for attached categories, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this

bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---